

COLLECTIVE AGREEMENT

BETWEEN

THE DISTRICT OF 100 MILE HOUSE

AND

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 959

FOR THE PERIOD

MARCH 1, 2003 TO FEBRUARY 29, 2008

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THIS AGREEMENT made this _____ day of _____, 2004.

BETWEEN: **The District of 100 Mile House**
100 Mile House, BC
(hereinafter referred to as the “District”)

AND: **The International Union of Operating Engineers, Local 959**
Williams Lake, BC
(hereinafter referred to as the “Union”)

Preamble

WHEREAS the Union has represented to the District that it is authorized on behalf of all Public Works, Clerical, and South Cariboo Recreation Centre (SCRC) Employees of the District as bargaining agent in the matter of rates of pay and working conditions of persons engaged by the District for the carrying out of various services provided by the said District;

AND WHEREAS the District recognizes the said Union as the only bargaining agency of the said employees except the following: CAO/Manager, Treasurer, Deputy Clerk, Executive Assistant, Director of Public Works, Director of Parks and Recreation and Director of Planning and Engineering.

AND WHEREAS it is the desire of both parties of this Agreement to maintain the existing harmonious relationships between the District and the Union, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to collective bargaining, and to promote the morale, well-being and security of those employees included in the bargaining unit;

NOW THEREFORE this Agreement witnesseth and the parties hereto agree with each other as follows:

Clause 1 Definitions

Section A – Definitions

That for the purpose of this Agreement and unless the context otherwise requires:

- (1) “Probationary Period” – all newly hired employees shall be considered to be on probation for a period of ninety (90) calendar days from the date of hiring. The employment of such employees may be terminated at any time during the probationary period without recourse to the grievance procedure for such

termination. After satisfactory completion of the probationary period, seniority (as applicable) shall be effective from the date of hire for the most recent probationary period. An employee shall have no seniority during his probationary period. During probation, employees shall not be entitled to the benefits of Clause 13 of this Agreement.

- (2) “Regular Employee” – shall be defined as a person who has satisfactorily completed the probationary period of employment and who is employed on a full-time basis, twelve (12) months of the year. Regular employees shall be entitled to all fringe benefits of this Agreement.
- (3) “Part-time Employee” – shall be defined as a person who has satisfactorily completed the probationary period of employment and who may work less than a full weekly shift or who may work less than year-round, but is retained for more than just relief and seasonal work. Any part-time employee who successfully becomes a regular employee will not be required to complete a further probationary period.
- (4) “Casual Employee” – shall be defined as an employee employed on a day-to-day basis to a maximum of ninety (90) calendar days. Casual employees are not entitled to Health and Welfare benefits of this Agreement. Any casual employee who wishes to become a part-time or regular employee must reapply for employment. In the event the employee is hired as a part-time or regular employee, his seniority shall begin at the date of his rehire. All time worked by casual employees who succeed in becoming part-time or regular employees shall be deemed to contribute to the required probationary period.
- (5) “Student Employee” – shall mean a full time day student in a recognized school or university, and hired under a student employment program. A student employee shall be one who at the date of hiring expects at that time to return to school or university and one who has been hired for a term of employment not to exceed a maximum of four (4) months and if after the period of four (4) months the student continues in the employ of the Municipality, the student employee shall be considered as a probationary employee of which thirty (30) consecutive days of the student’s employment as a student employee shall be considered as part of his/her probationary period. Student employees shall only be entitled to the provisions of this Agreement relating to wage rates, hours of work, rest periods and those benefits to which they are entitled by virtue of Federal or Provincial Government Statutes.

Number of student employees not to exceed two per calendar year unless special funding from other levels of government, foundations, or the private sector becomes available for one-time student projects.

(Pay rate as outlined in Public Works Pay Rates (Schedule A).)

- (6) Public Works – shall mean those employees as per Schedule A.
- (7) Clerical – shall mean those employees as per Schedule B.
- (8) SCRC –shall mean those employees (skating patrol and ticket taker) as per Schedule C.

Clause 2 – Management of District

Section A – Management’s Rights

- (1) The Union agrees that:
 - (a) It is the exclusive function of the Employer to manage its affairs, to manage its operations in all respects, to conduct its business efficiently, to fulfill its commitments and responsibilities, to maintain and enhance public reputation and confidence, and to direct its employees to achieve the employer’s objectives.
 - (b) The Employer’s rights include but are not limited to the right to hire and direct the work force, promote, demote, transfer, schedule, lay off employees and discipline, suspend and discharge employees for just and reasonable cause; the assignment of work and the determinations of job content; the determination of qualifications of an employee to perform work; the methods, processes and means of operations; the right to decide whether to operate it s operation or any parts thereof, the publication and enforcement of rules for the promotion of safety, efficiency and discipline and for the protection of the employees and the Employer’s equipment, products and operation.
 - (c) The Management and Union agree to project a positive public image.
 - (d) Nothing in this Agreement shall restrict the right of the Employer to temporarily transfer employees to a variety of jobs. All lateral permanent transfers must have the consent of the Employer, the Union and the affected employees.
 - (e) Work within the bargaining unit shall be performed by those persons coming within the bargaining unit who are members of the Union. Management personnel will not perform work of the bargaining unit except for emergencies, demonstrations and training, or to assist a member of the bargaining unit on a temporary basis.

- (f) The Employer has the right to contract out work as required. In the exercise of this right, however, the Employer will not contract work out that results in a regular employee being terminated, laid off or suffering a loss of wages. If there are any fully qualified regular employees on the recall list, normal bargaining unit work will be offered to them before that work is contracted out, subject to availability of equipment, and that the work constitutes a full shift.
- (g) The Employer will not contract work out due to the retirement of a regular employee in an existing position.
- (h) It is expressly understood that all rights not specifically covered by this Agreement shall remain the rights of the Employer.

Clause 3 – Security

Section A – Union Membership

- (1) Every employee who is now or hereinafter becomes a member of the Union, shall maintain his membership in the Union as a condition of his employment, and every new employee shall within fifteen (15) days of his employment become a member of the Union as a condition of continued employment with the provision that the Union will not deny any employee the right to join in accordance with the local bylaws and constitution of the International Union of Operating Engineers.
- (2) Deductions shall be made from the payroll at the end of each month and shall be forwarded to the Financial Secretary of the Union by the District not later than the fifteenth (15th) day of the month following that for which deductions have been made.
- (3) The Union shall provide the employer with authorized cards for payroll deduction of initiation fees dues or assessments.

Clause 4 – Seniority

Section A – Seniority

- (1) The District shall maintain appropriate seniority lists showing the date upon which each regular and part-time employee's service commenced. Up-to-date lists shall be sent to the Financial Secretary of the Union, by the District and be posted in all departments in January of each year (A Public Works List, Clerical List, and SCRC List).

Clause 5 – Appointments, Promotions, Transfers, Discipline, Dismissals

Section A – Appointments

- (1) Five (5) days before publicly advertising a regular or part-time position, the District shall post the position in all District workplaces, stating a closing date for internal applications.
- (2) Notwithstanding anything to the contrary contained in this Agreement, it is mutually agreed that all employees are hired on probation. The probationary period of employment shall continue for a period of not more than ninety (90) calendar days, and during this time no seniority rights shall be recognized. Upon completion of the probationary period, regular and part-time employees shall then be entitled to seniority dating from the day on which the employee entered the service of the District for the most recent probationary period.
- (3) If it is found necessary to engage the services of an employee in a class not provided for in this Agreement for the wages or classification, the matter shall be determined by the District and Liaison Committee of the Union. This clause shall not apply to casual employees who shall be paid not less than the basic rate of each classification.
- (4) The District shall give regular and part-time employees preference on all posted positions. In awarding positions, the job related qualifications of the employee shall be given first consideration and, if there is any choice to be made between two or more employees who have relatively equal qualifications, the employee having the greater seniority shall receive the preference.
- (5) The Union and the Financial Secretary of the Union shall be notified by the District of all appointments, hirings, rehiring, that extend beyond ninety (90) calendar days, lay-offs and terminations of employment.
- (6) The District shall notify in writing an employee selected for a position within 30 days, unless extenuating circumstances arise after the job competition closing date. The District shall provide reason(s) for not selecting an employee applicant, upon receiving a written request from the said employee.

Section B – Promotions

- (1) In making promotions, including promotion to Leadhand, transfers and demotions, as well as lay-offs, the required knowledge, ability, skills and efficiency of the employees concerned shall be the primary consideration and where two or more applicants are capable of filling the position, seniority based on length of continuous service with the District shall be the determining factor.

- (2) Notwithstanding the provisions concerning lay-offs, any regular or part-time employee who is promoted or transferred will be on evaluation for a period of sixty (60) calendar days at 98% of appropriate rate. If during the evaluation period the regular or part-time employee does not prove satisfactory in the new position, or there is mutual agreement that the promotion or transfer should be reversed, the regular or part-time employee shall revert to his former position without loss of seniority or his regular salary at his previous position; however, upon mutual consent of the parties the evaluation period may be extended.
- (3) In cases of promotions requiring higher qualifications or certification, the District shall give consideration to employees who do not possess the required formal qualifications but who are preparing for qualification or are willing to qualify prior to filling a vacancy. The District shall give such employees adequate training and three (3) months to qualify, with written evaluations bi-weekly, and an employee shall revert to his former position if he cannot meet the required qualifications. This time may be extended only at the option of the District.
- (4) The District agrees to contribute 100% of the cost of tuition and textbooks for courses of instruction required and approved by the District for any employee, which may improve his qualifications. Payment will be made prior to commencement of instruction on the understanding that should the employee fail to successfully complete the course(s); the monies will be recovered by the District through payroll deductions at a minimum of \$100 per pay. Should employment terminate for any reason prior to recovery of the full amount of the advance, the unrecovered balance shall be deducted from the employee's final pay.

Clause 6 – Layoffs/Discipline/Dismissals

Section A – Layoffs

- (1) In the event of lay-offs, such lay-off shall be initiated within the appropriate seniority list concerned, and the employee with the least seniority shall be the first laid off, provided, however, that those employees retained are qualified to do the work.
- (2) In the matter of rehiring following a lay-off, the person shall be rehired on the basis of the last laid off shall be the first rehired, within the appropriate seniority list.
- (3) For the purpose of layoffs, bumping shall only occur within a seniority list.

Section B – Loss of Seniority

- (1) An employee shall lose seniority in the event:
 - (a) He is discharged for just cause and is not reinstated.
 - (b) He resigns.
 - (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 lay-off, he fails to return to work within fourteen (14) calendar days, after being notified by registered mail to do so, unless through sickness or other reasonable cause. It shall be the responsibility of the employee to keep the Employer informed of any changes relating to his telephone and mailing address throughout the period of lay off.
- (2) After a lay-off of twelve (12) months an employee shall be struck off the seniority list.
- (3) If an employee is absent from work because of sickness, accident or leave of absence approved by the employer, he shall not lose seniority rights until it is determined the employee will not be returning to work. The employee's status is to be reviewed on a regular basis.
- (4) An employee who loses seniority rights shall also lose job rights.

Section C – Discipline and Dismissal

- (1) The District shall not discipline an employee save and except for just and reasonable cause. Should the District discipline an employee for significant cause, the employee shall be so informed in writing. The notice shall state the reason(s) for the discipline. A copy of the notice shall be forwarded to the Union within five (5) working days.
- (2) Where a supervisor intends to meet with an employee for disciplinary purposes associated with significant cause, the supervisor will notify the employee in advance, of the purpose of the meeting, in order that the employee have the option of having his Union representative present.
- (3) An employee may be suspended or dismissed at the discretion of District management. Such employee and the Union shall be advised in writing of the reason for suspension or dismissal within five (5) working days.

Section D – Retirement

- (1) Employees shall resign their position on attaining their sixty-fifth (65th) birthday, but may retire earlier if they so wish. If an employee retires before attaining age sixty-five (65), due to the above provision, the District may rehire on a month-to-month basis at its discretion.

Clause 7 – Hours of Work

Section A – Work Week

- (1) Public Works-
 - a) All regular employees will work a forty (40) hour week in five (5) consecutive days or a mutually agreeable equivalent. Days off shall be consecutive.
 - b) A part-time employee who works a forty (40) hour week in five consecutive days shall receive consecutive days off.
- (2) Clerical
 - a) All regular employees will work a thirty-five (35)-hour week in five (5) consecutive days. Days off shall be consecutive.
 - b) A part-time employee who works a thirty-five (35)-hour week in five (5) consecutive days shall receive consecutive days off.
- (3) SCRC
 - a) A part-time employee who works a forty (40) hour week in five (5) consecutive days shall receive consecutive days off.

Section B – Rest Periods

- (1) All employees shall be allowed a fifteen (15) minute rest period approximately mid-way in each half shift to be taken at their assigned job site.

Clause 8 – Shift Premiums

Section A – Definition of Shifts

- (1) Twenty-four (24) hours' notice for a change of shift shall be provided unless the employee is paid overtime for the time worked or the shift is extended before it ends.

Section B – Shift Differentials

- (1) No shift differential will be paid on shifts that start and finish between 6:00 AM and 7:00 PM.
- (2) For other shifts (those shifts that start before 6:00 AM or end after 7:00 PM), differentials shall be paid as follows:
 - a) \$.30 per hour for all hours worked between 4:00 PM and midnight.
 - b) \$.50 per hour for all hours worked between midnight and 8:00 AM.
 - c) A weekend day shift differential of \$.30 per hour shall apply to a “day shift” that occurs on Saturday or Sunday (overtime hours worked on a weekend by an employee who is not normally scheduled for those days do not qualify for this differential).
- (3) Employee’s assigned to the SCRC (Public Works, Clerical, or SCRC employees) do not qualify for weekend shift differential. They do qualify for “afternoon” and “graveyard” differentials.
- (4) No overtime will be paid on any shift premium an employee receives.

Clause 9 – Overtime/Lack of Work/Call-outs

Section A – Overtime

- (1) Employees will be paid overtime provided the overtime is authorized by the Department Head.
- (2) All work in excess of the employee’s normal number of scheduled hours shall be considered overtime and shall be paid at the rate of time and one-half (1 ½) the regular rate of pay for the first three (3) hours and double (2) times the regular rate thereafter. Normal shift hours would typically be 8 hours for a Public Works employee (or 10 if on 4x10) and 7 hours for a Clerical employee.
- (3) All work performed on regular days off shall be paid at overtime rates of time and one-half (1 ½) for the first four (4) hours and double (2) times thereafter.
- (4) All work performed on Statutory Holidays shall be paid for at time and one-half (1 ½) the regular rate of pay, plus the Statutory Holiday pay provided for in Clause 12 (a) (1).
- (5) The District shall provide employees with a hot meal up to a value of twelve dollars (\$12.00) per person without having to tender a receipt when such employee is required to work overtime subject to the following conditions:

- (a) If an employee works more than two (2) hours overtime in addition to his normal shift (7 hours or more), he will be entitled to a hot meal.
 - (b) The one-half (1/2) hour meal break shall be unpaid time.
- (6) Overtime will be offered on an equitable basis to employees who are qualified to do the work

Section B – Lack of Work

- (1) An employee who reports to work during his regular work schedule and finds no work available due to reasons beyond his/her control shall be entitled to two (2) hours of pay at straight time rates plus applicable shift differential. This shall apply unless the District gives reasonable notice canceling the regularly scheduled shift.
- (2) When an employee reports for work and starts work, he/she shall receive a minimum of four (4) hour's pay at straight time rates plus applicable shift differential

Section C- Call-outs

- (1) An employee who is called out to work after the completion of a regular scheduled shift, and who reports to work as requested, shall be compensated at time and one-half (1.5) the regular rate of pay, subject to a minimum pay of eight (8) hours of straight time equivalent.

Section D – Banked Time

- (1) For overtime worked an employee may choose to be paid or may choose time off subject to the following conditions:
 - (a) It shall be paid at the applicable rate when the overtime occurred;
 - (b) Overtime banked in any year must be taken by April 30th of the following year. Any banked time not taken by such date will be paid out in cash.
 - (c) It must be taken off at a time mutually agreed upon between the employee and his immediate Department Head;
 - (d) No more than three (3) working days will be taken off at any one time. Exception is allowed within provisions of Clause 9, Section D (h);

- (e) That the employee must inform the Department Head before his timecard is submitted and make a notation on his time card that he chooses time off rather than cash payment;
 - (f) Banked time, subject to (c) will not be taken in conjunction with or fifteen (15) working days before or after annual vacations are taken;
 - (g) An employee shall not be allowed to accumulate more than sixty (60) hours in banked time.
 - (h) An employee shall be permitted two (2) times per calendar year to use forty (40) consecutive hours of accumulated banked time off. Accumulated banked time thereafter is subject to Clause 9, Section D (d).
- (2) For overtime hours worked an employee may choose rather than (1) above to have his pay deposited to an R.R.S.P. in their name at the District's bank.

Clause 10 – Rates of Pay

Section A – Pay Day

- (1) Employee's pay cheques shall be distributed every second Friday. Pay cheques will be calculated on a bi-weekly pay period, as per Pay Schedules "A, B and C" attached to and forming part of this Agreement.
- (2) Employee's pay cheque shall be direct deposited into employee's bank at the request of the employee.
- (3) Canada Savings Bonds will be made available to employees through payroll deductions.

Section B – Substitution Pay

- (1) If an employee is directed by his/her supervisor to substitute in a position of higher classification they shall receive the rate of pay for that position provided they do the work of that classification for more than one (1) hour. In the event that an employee is directed by his/her supervisor to substitute in a position of a lower classification they shall receive their regular rate of pay. This clause shall not apply while training for a higher classification.

Section C – Leadhand Pay

- (1) “A Permanent Leadhand” shall be appointed.
- (2) “A Permanent Leadhand” shall receive one dollar and thirty (\$1.30) Cents per hour in addition to the regular rate of pay per Schedule “A”.

Clause 11 – Vacations

Section A – Annual Vacations

Definitions:

- (1) Part-time, casual or student employees shall be paid 4% vacation pay, but will not be entitled to receive vacations days off.
- (2) Vacation Days-the number of days in the year a Regular employee is entitled to be away from work on vacation. For Public Works employees a day is considered to be 8 hours. For Clerical employees a day is considered to be 7 hours. For employees who work other schedules, convert the “Vacation Days” into vacation hours. For example, 10 vacation days converts to 80 vacation hours.
- (3) Employees with less than 2 weeks vacation Day entitlement must exercise their full entitlement to time off each year. Employees with 2 or more weeks of annual Vacation Day entitlement must take a minimum of 2 weeks off.
- (4) Vacation pay-the amounts of pay a Regular employee is entitled to receive each year for vacation purposes. Vacation pay shall be paid out upon the first pay period following April 30th of each year, unless vacation is taken before that date, or at the time vacation is taken, at the employee’s discretion.
 - a) Public Works employees-One (1) days vacation pay is the pay the regular employee would receive for 8 hours of work in his/her normal position (including those on 4 x 10 or other schedules).
 - b) Clerical employees- One (1) days vacation pay is the pay the regular employee would receive for 7 hours of work in his/her normal position.
- (5) Calendar Year- January 1 to December 31. Entitlement to vacation days and vacation pay is based on Calendar Years.
- (6) Hiring Year- the year an employee begins employment. There is no Vacation Day entitlement in the Hiring year. If employment is terminated the employee is entitled to prorated Vacation Pay.

(7) Vacation Entitlements

-1st calendar year after Hiring Year- 1 vacation day for each month worked in their Hiring year to a maximum of 10. Vacation pay to be prorated by the number of months worked in their Hiring year divided by 12.

-2nd Calendar Year- 10 Vacation Days, 10 Days Pay

-3rd Calendar Year- 15 Vacation Days, 15 Days Pay

-4th Calendar Year- 15 Vacation Days, 15 Days Pay

-5th Calendar Year- 20 Vacation Days, 20 Days Pay

For each calendar year thereafter, regular employees will be entitled to an additional Vacation Day and an additional Days Pay, up to a maximum of 35 days in years one, two, three, and four of this Agreement, and 30 days in year 5 five and thereafter.

- (a) Regular employees will not accrue vacation pay entitlement while on weekly income benefit in excess of forty (40) working days per year or per incident or while on long term disability benefit or layoff. However, vacation day entitlement will continue to accrue during this period.
- (b) Vacation schedules shall be posted no later than March 1st of each year at which time regular employees shall designate their preference. Preference in choice of individual regular employee's vacation dates shall be determined as follows: beginning with the most senior employee, preference will be stated for one block of consecutive days off with no minimum. This process will continue by seniority until the most senior employee takes their second pick and so on until all vacations are booked. Vacation schedules are subject to the approval of the District. No changes shall be made in this schedule after April 1st except by mutual consent of regular employees, or by request of the District. All vacations chosen shall be taken or paid out in the current calendar year.

Clause 12 – Statutory Holidays

Section A – Statutory Holidays

- (1) Each regular employee shall be entitled to the following holidays at his base rate of pay.

New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, BC Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any other days proclaimed by the Federal, Provincial, or Municipal Governments.

An employee is entitled to a Statutory Holiday provided that the employee has been on the District payroll for at least thirty (30) calendar days preceding the Statutory Holiday, and has worked their last regularly scheduled work day before the Statutory Holiday, as well as their first regularly scheduled work day after the holiday, unless their absence is due to a compensable injury or illness, which occurred within six (6) months of the holiday, or the employee is on vacation or authorized leave of absence in accordance with Section 14. In the case of illness or injury, the District shall have the right to request a certificate from a qualified medical practitioner. An employee meeting the forgoing requirements must be given a day off with pay, or paid at a rate of one and one-half (1.5) times the regular rate of pay for all hours if worked, in addition to his/her regular pay. Statutory holiday Pay shall be deemed to be 8 hours for Public Works and 7 hours for Clerical.

An employee who has been on payroll for at least thirty (30) calendar days, and who does not have a regular schedule of hours, and who has worked at least fifteen (15) of the last thirty (30) days before a Statutory Holiday is entitled to pro rata holiday pay.

At no time may a Statutory Holiday be exchanged for whatever reason.

- (2) If a Statutory Holiday (as per Clause 12 (A) (1) falls on an employee's scheduled date off the next day shall be considered their "Statutory Holiday".
- (3) The District shall annually post a Statutory Holidays rotating call list no later than March 1st of each year at which time employees shall designate their preference for water, sewer and arena checks. Preference in choice of individual employee's selected dates shall be determined by qualifications and then seniority of service. No change shall be made in this schedule after April 1st, except by mutual consent of employees.

Clause 13 – Health and Welfare

Section A – Fringe Benefits

- (1) Regular employees are entitled to the following benefits, the premiums for which are to be paid entirely by the District:
 - (a) Life insurance at a principal amount equal to two (2) times annual earnings to a maximum of \$200,000.00.
 - (b) Accidental death and dismemberment at a principal amount equal to two (2) times annual earnings (maximum \$200,000.00).

- (c) Weekly income benefits equal to seventy-five (75%) percent of weekly salary to a maximum amount of \$428.00 per week for a period of twenty-six (26) weeks commencing upon the first day of absence due to disabling injury and commencing upon the fourth day of absence due to illness.
 - (d) Long term disability income equal to seventy-five (75%) percent of regular salary up to a maximum of \$3,000.00 per month payable in the event of total disability and commencing after 180 days of absence.
 - (e) Basic dental services as provided by Plan "A" with 100% coverage. Plan "B" – Restorative Care and Plan "C" – Orthodontia both to be provided on 50% - 50% coinsurance basis.
 - (f) Extended health care benefits and BC Medical Plan.
 - (g) Eyeglasses, up to \$200 per family member, every two years.
- (2) Part-time employees shall not be entitled to the fringe benefits of this agreement, but will receive one (\$1.00) Dollar per hour in addition to their normal rate of pay in lieu of benefits of Clause 13 of this agreement.

Clause 14 – Leave of Absence

All leaves of absence are unpaid except for those identified otherwise in this contract. Granting of unpaid leaves of absence is at the discretion of the District, unless otherwise stated in this contract.

Section A – Personal Needs Leave (Effective January 1, 2004)

- (1) Paid personal needs leave shall be granted to all regular employees on the basis of one (1) personal needs day for every complete month of service, accumulative to a maximum of forty-eight (48) hours per year for Public Works and forty-two (42) hours per year for Clerical workers, non-cumulative from year to year.
- (2) If an employee goes on to Weekly Indemnity, an additional personal needs day will be granted within that year. This event can occur twice within a year, thereby providing the employee with up to 8 personal needs days in the event of extended sickness.
- (3) An employee will notify the Department Head promptly in case of any personal needs leave and will also notify the Department Head when he is able to return to work. Pay for personal needs leave will occur with the normal pay.

- (4) Personal needs leave bonus – 50% of the unused personal needs leave defined in Section A (1) above will be paid to each employee for their unused personal needs leave at the end of each contract year.

Section B – Topping Up

- (1) An employee with accumulated sick days earned prior to December 31, 1985, shall retain fifty percent (50%) of these sick days, to be paid as follows:
 - (a) Where such an employee is sick for more than three (3) days in succession, the District shall pay the employee twenty-five percent (25%) of his daily wage, for each of the fourth, fifth, sixth and seventh day that the employee is sick and unable to work, if such employee has adequately retained sick days to cover these additional days.
 - (b) Each day of sickness for which the District pays the employee twenty-five percent (25%) of his daily wage shall reduce by one quarter (1/4) day the employee's retained sick days.
 - (c) Provision (a) may be used by each eligible employee for no more than two (2) consecutive periods of sickness in each calendar year.
- (2) Employees with accumulated sick leave to their credit shall turn over, or cause to be turned over, to the District any monies paid or payable to them by the Workers' Compensation Board and upon so doing will receive full pay up to the value of the accumulated sick leave. In such cases there shall be a deduction from the accumulated sick leave of one quarter (1/4) of the one (1) day for each work day absent where applicable by Workers' Compensation Board regulations. If there is no credit of sick leave, an employee shall retain his Workers' Compensation Board cheque.

Section C – Bereavement Leave

- (1) In the event of death in an employee's immediate family, the employee may be absent for a period not exceeding three (3) working days. An additional two (2) days may be taken if required and this time will be deducted from the employee's personal needs leave. Upon request, consideration will be given to using vacation days in conjunction with bereavement leave. Immediate family is defined as: wife, husband, common-law spouse, child, brother, sister, parent, grandparents, mother-in-law, father-in-law, son-in-law and daughter-in-law. Bereavement leave with pay, to a maximum of 3 days per occurrence, will be available to regular full-time employees only. Bereavement Leave shall not be available to

employees on paid Leave of Absence, or to employees on unpaid leave in excess of 5 days.

- (2) Compensable hours under the terms of this section will be counted as hours worked for the purpose of qualifying for recognized paid Statutory Holidays, but will not be counted as hours worked for the purposes of computing overtime.

Section D – Jury Duty

- (1) Any regular full-time employee who is required to perform Jury Duty or serve as a subpoenaed court witness on a day which they would normally have worked will be compensated by the District for their regular straight time hourly rate of pay for their regularly scheduled hours of work. It is understood that such compensation shall not be for hours in excess of the maximum hours of the employee's normal work schedule per day or forty (40) hours per week. The employee will be required to furnish proof of Jury Service and Jury Duty pay received and shall turn over to the District the money received for such duties. Leave for jury duty will be granted to any employee, however, only regular full-time employees will be reimbursed for lost wages.
- (2) Hours paid for Jury Duty will be counted as hours worked for the purpose of qualifying for recognized paid Statutory Holidays, but will not be counted as hours worked for the purposes of computing overtime.

Section E – Union Leave

- (1) Any member of the Union who is required to attend a Union Convention or perform any other function on behalf of the Union and its affiliation necessitating a leave of absence, shall upon application to the CAO/Manager be granted unpaid leave of absence, provided such notice is received by the CAO/Manager not less than five (5) days prior to commencement of the leave. Such leaves shall not be unreasonably withheld. Such periods of leave shall not exceed a total of ten (10) days in any one calendar year.
- (2) Family Responsibility Leave: An employee is entitled up to five (5) days of unpaid leave per employment year to meet responsibilities related to the care, health or education of any member of the employee's immediate family. Immediate family means the spouse (including common-law), child, parent, guardian, sibling, grandchild or grandparent of an employee, and any person who lives with the employee as a member of the employee's family.

Clause 15 – Grievance Procedure

Section A – Grievances

- (1) In any differences arising between the parties bound by this Agreement concerning its interpretation, application, operation or alleged violation thereof, there shall be no stoppage of work because of such differences and an earnest effort shall be made to settle the matter promptly in the following manner:
 - (a) The aggrieved party and Shop Steward shall first discuss any grievance with the employee's immediate management Supervisor, within fourteen (14) working days of the incident.
 - (b) Should a settlement not be arrived at, then a written grievance shall be served by the party aggrieved to the Department Head and Shop Steward with five (5) working days from the date of Step (a) of the incident or incidents which gave rise to the grievance. The parties will meet with a view to resolving the issue. The Department Head will give written reply within five (5) working days.
 - (c) Should a settlement not be arrived at, the Union will within five (5) working days, submit the issue in writing to the CAO/Manager. A District Grievance Committee and a Union Grievance Committee will meet with the employee, and any other persons involved, with a view to resolving the issue.
 - (d) If a satisfactory settlement is not reached in five (5) working days after the issue was submitted for settlement, the Union may, within fifteen (15) working days refer the issue to a Board of Arbitration as contained in Clause 16.
 - (e) An employee, or a group of employees who is required to work under unsafe conditions shall have the right to file a grievance. The employee or employees concerned shall have the right to refuse to work under the alleged conditions. This article shall not in any way absolve the District of its responsibility to ensure safe working conditions including W.C.B. Standards.
 - (f) Wherever a stipulated time is mentioned herein, the said time may be extended by mutual consent of the parties.
 - (g) Failure by the Union or the employee to comply with the time limits set down will deem the grievance abandoned, and all rights of recourse to the Grievance procedure shall be at an end.

- (h) Failure by the District to comply with the time limits set down will deem the Union free to take the issue to arbitration.
- (i) Union employees may have a Union representative present during an interview.
- (j) The parties agree that the operation of Section 87 of the Labour Relations Code of British Columbia, is excluded from this Agreement

Clause 16 – Arbitration

Step A – Arbitration

- (1) A Board of Arbitration shall be formed to hear the grievance. Either party shall notify the other in writing of the question or questions to be arbitrated, and the name and the address of its chosen representative on the Board of Arbitration. After receiving such notification and statement, the other party shall within five (5) days appoint its representative on the Arbitration Board and give notice in writing of such appointment to the other party. Such representatives shall try to select a third member who shall sit as Chairman. Should the representatives fail to select a third member of the Arbitration Board within five (5) days from the appointment of the last representative, either party may request the Minister of Labour of the Province of British Columbia to appoint a Chairman. The expenses and compensation of the representatives selected by the parties shall be borne by the respective parties. The expenses and compensation of the Chairman shall be shared equally between the parties.
- (2) The Board of Arbitration shall report its decision on the grievances as soon as possible after the appointment of the Chairman. The majority decision of the Board of Arbitration shall be final and binding on all persons bound by this Agreement.

No person may be appointed as Arbitrator who has been directly involved in attempts to negotiate or settle the grievance or dispute.

- (3) At arbitration, in respect of the discipline or dismissal of an employee, no material from an employee's file may be presented unless the material was brought forward to the employee's attention at least five (5) working days prior to the arbitration hearing. This clause is subject to the *Freedom of Information and Protection of Privacy Act* and any other pertinent legislation.

Clause 17 – Written Evaluations

Section A – Evaluations

- (1) New employees shall be given written evaluations of their work performance by the thirtieth, sixtieth, ninetieth and one hundred-eightieth day following their date of hire.

Clause 18 – Strikes/Lockouts

Section A – Strikes/Lockout

- (1) There shall be no strikes, withdrawal or interruption of services nor lockouts so long as this Agreement continues to operate.
- (2) All employees covered by this Agreement shall have the right to refuse to cross a legal picket line arising out of a dispute as defined in the Labour Code of British Columbia. Any employee failing to report for duty shall be considered to be absent without pay. Failure to cross a Union picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

Clause 19 – Committees

Section A – Negotiating Committee

- (1) Authorized representatives of the Union who are in the employ of the District shall have the right to attend meetings between the District and the Union held during working hours without loss of pay when processing grievances or negotiation a revision or renewal of this Agreement. The number of Union representatives who are employees of the District shall not exceed two (2) plus one (1) from Local 959 Executive Board. The number of Union representatives may be increased by mutual consent of the Union and the District.

Section B – Liaison Committee

- (1) The Union and the Employer recognize the mutual benefits of ongoing consultations and open communications. Without limiting the opportunities for employees and management to utilize other avenues for communications the parties agree to hold Labour/Management meetings at least quarterly or more often as is necessary.

- (2) A Liaison Committee consisting of three (3) authorized representatives of the Union (two from the Works Department and one Union Executive) and three (3) authorized representatives of the District (one of which must be a member to Council) shall be formed. The number of representatives may be increased by mutual consent.
- (3) These meetings are intended to be an open forum wherein matters of mutual concern and interest can be freely and candidly discussed, with a view to exploring possible solutions, which are acceptable and beneficial to Employees and Management.

Clause 20 – General

Section A – Unauthorized Soliciting

- (1) There shall be no unauthorized soliciting by any member or members of the Union to any member or members of the District Council in respect to any matter covered by this Agreement. Violation of this clause may lead to summary dismissal. Meeting with the District Council or the Council's representative may be requested by the Union and these meetings will not be unreasonably withheld.
- (2) There shall be no unauthorized soliciting by any member or members of the District Council to any Union member in respect to any matter covered by this Agreement.

Section B – Car Allowance/Clothing/Tools

- (1) When an employee is required to supply his own transportation other than to and from work, a vehicle allowance shall be calculated at forty (\$.40) Cents per kilometer. All vehicle allowances shall be subject to prior approval. If vehicles are to be used for longer durations the employee may be requested to acquire additional insurance at his/her cost.
- (2) The District shall maintain two (2) suits of rubber clothing in the Works Department Shop for the use of the Works Department personnel engaged in abnormally wet working conditions. The District also agrees to supply three (3) pairs of coveralls per year free of charge to each employee.
- (3) The District shall provide work gloves up to four (4) pair per year for each employee.

- (4) The District shall pay an annual tool allowance of five hundred (\$500.00) for the position of Mechanic, and three hundred (\$300.00) for the position of General Maintenance. The employee shall supply new tools or replace at his/her expense any stolen, broken or worn out tools used on the job by such employee.

Clause 21 – Duration of Agreement

Section A – Term

- (1) This Agreement shall be in force and effect from March 1, 2003 to February 29, 2008.
- (2) Notification may be given within the four (4) months prior to February 29, 2008.
- (3) In the event that the parties are unable by the expiry date of this Agreement to conclude a Collective Agreement for the subsequent period, the parties agree that the terms and conditions of employment provided for in this Agreement will continue to apply during bargaining without prejudice to the rights of either party and without prejudice to the provisions of this Agreement
- (4) The parties agree that the operation of Sections 50 (2) and 50 (3) of the **Labour Relations Code of British Columbia** is hereby excluded.

Signed, Sealed and Delivered
on Behalf of the:

District of 100 Mile House

International Union of Operating
Engineers, Local 959

Jerry Sund, Councillor

Gary Thomson
President

Donna Barnett, Mayor

Gerry Barrett
For Local 959

Clint Greenhough
For Local 959

Public Works Pay Rates (Schedule A)

Classification	01-March	01-March	01-March	01-March	01-March
as of	2003	2004	2005	2006	2007
March 1, 2003	Rate	Rate	Rate	Rate	Rate
Lab II/Util I Blended	19.71	20.50	20.91	21.32	21.96
Groundsman	19.99	20.79	21.21	21.63	22.28
Bylaw Cert	21.28	22.13	22.58	23.03	23.72
Arena II	21.28	22.13	22.58	23.03	23.72
Utility II	21.28	22.13	22.58	23.03	23.72
General Main	21.92	22.80	23.26	23.72	24.43
Utility III	22.59	23.49	23.96	24.44	25.17
Water/Sewer II	22.59	23.49	23.96	24.44	25.17
Building Inspector	23.88	24.83	25.33	25.84	26.61
Mechanic	25.17	26.18	26.70	27.23	28.05
Labourer I	18.17	18.53	18.90	18.90	19.28
Student	12.12	12.24	12.36	12.49	12.61

Probation rate, all schedules - First 3 months 95%, next 9 months 98%, then 100%

Clerical Pool Pay Rates (Schedule B)

Clerical Pool	01-March 2003	01-March 2004	01-March 2005	01-March 2006	01-March 2007
Schedule B	Rate	Rate	Rate	Rate	Rate
Student	12.12	12.24	12.36	12.49	12.61
Office Assistant	15.87	16.50	16.83	17.17	17.68
Accounts Pay/Rec Clerk	16.66	17.33	17.68	18.03	18.57
Public Works Assist	16.66	17.33	17.68	18.03	18.57
Accounting	19.87	20.66	21.07	21.50	22.14

Probation rate, all schedules - First 3 months 95%, next 9 months 98%, then 100%

SCRC Pay Rates (Schedule C)

SCRC Classifications	01-March 2003	01-March 2004	01-March 2005	01-March 2006	01-March 2007
Schedule C	Rate	Rate	Rate	Rate	Rate
Ticket Taker	12.74	13.00	13.26	13.52	13.80
Skate patrol	10.00	10.20	10.40	10.61	10.82

MEMORANDUM OF AGREEMENT

BETWEEN

THE DISTRICT OF 100 MILE HOUSE

AND

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 959

The Committee of the District of 100 Mile House agrees to recommend to its Mayor and Council and the negotiating committee of the International Union of Operating Engineers, Local 959 agrees to recommend to the membership of the Union, acceptance of the following terms for the settlement of the current round of negotiating a Collective Agreement between the parties:

1) TERM

The attached Collective Agreement shall be effective from the 1st day of March 2003 to midnight the 29th day of February 2008.

2) SIGNING BONUS

It is agreed between the parties that each employee on the District seniority lists at the time of signing this document, will receive a five hundred (\$500.00) dollar signing bonus upon ratification of this Memorandum of Agreement and the attached Collective Agreement.

3) JOB CLASSIFICATIONS AND WAGES

The parties agree to the wage structure over the duration of this contract provided by Schedules A, B and C. The parties further agree that the former Labourer II and Utility I positions be blended as of March 01, 2003

Signed this _____ day of January, 2004

On Behalf of the:

District of 100 Mile House

**International Union of Operating
Engineers, Local 959**

Jerry Sund, Councillor

Gary Thomson, President

Donna Barnett, Mayor

Gerry Barrett, For Local 959

Clint Greenhough, For Local 959

LETTER OF INTENT

JANUARY 21, 2004

In mutual recognition of the Employer's need for a diversely-skilled workforce in the Public Works Department, the District of 100 Mile House and the International Union of Operating Engineers, Local 959, agree as follows:

- a) The parties will, through the Liaison Committee, discuss the District's skill requirements with the intent of replacing the current job descriptions with a system that more accurately reflects the operational requirements of the workplace.
- b) That any changes made to job descriptions or classifications shall be without prejudice to anyone currently in the employ of the District.

Signed

..... D. Barnett

..... J. Sund

..... G. Thomson

..... G. Barrett

..... C. Greenhough