

COLLECTIVE AGREEMENT

BETWEEN:

CORPORATION OF THE DISTRICT OF PORT HARDY

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

Effective: January 1, 2005 to December 31, 2007

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AGREEMENT

BETWEEN:

CORPORATION OF THE DISTRICT OF PORT HARDY

(hereinafter called the "Employer")

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

(hereinafter called the "Union")

PREAMBLE

The parties of this agreement recognize that it is to their mutual interest to promote as fully as possible safe working conditions, efficiency of the operations and protection of property. This can best be achieved and maintained by harmonious relations between the District of Port Hardy and the employees and by the settlement in an amicable manner of all disputes that may arise. The Employer and the Union shall co-operate fully for this purpose.

Singular and masculine terms have been used throughout this Agreement for the sole purpose of simplifying the writing of the text. For purposes of interpretation and meaning, the plural and feminine form should be used where the context requires.

Both Parties agree to recognize the function of a Municipal operation.

LABOUR/MANAGEMENT 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 establish a Labour/Management Committee.
2. The Committee will meet monthly or more often as is necessary. Either party will notify the other of their intention to meet at the earliest mutual convenience.
3. This Committee is 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.
4. The parties understand and agree that the Labour/Management Committee is limited to serving as a vehicle for joint discussion and consultation only and is in no way intended to limit or enhance the right reserved to the parties by this Agreement; nor is the Committee intended to take the place of normal communications between employees and Management or to serve as a supplement or alternative to the provisions of this Agreement for the settlement of differences. This Committee is empowered to suggest and discuss changes to the Collective Agreement.

ARTICLE 1: DEFINITION OF AN EMPLOYEE

- 1.01 The term employee(s) as used in this Agreement shall mean all employees covered by the B.C. Labour Relations Board certification or the employees generally referred to as Public Works employees; except those excluded by the B.C. Labour Relations Act and supervisory personnel.
- 1.02 (a) For the purposes of this Agreement, other than regular employees, the following will apply: A regular employee shall be one who has satisfactorily served his probationary period with the employer and has been so advised in writing.
- i) part-time employee - an employee who is required to work on a regular basis, for less than hours worked by a regular employee per week.
 - ii) Seasonal employee - a full time or part-time employee who occupies a position which is required on a regular basis for a period of not more than a hundred and thirty (130) day period of one year or less. The one hundred and thirty (130) day period shall mean "working days" and seniority will accumulate for recall within this classification after eighty (80) working days.
 - iii) Summer students - students may be hired for "Town Beautification Purposes". Students will cut grass, weed, pick up litter and do minor maintenance work in the park areas only and under the parks maintenance person's supervision. Duties like picking up litter on the street, emptying the public garbage cans, cleaning the temporary washroom facilities will continue to be performed by the present work force or with the assistance of summer students.
 - iv) part-time and/or seasonal employees are entitled to all the provisions of this agreement except in regards to seniority and Article 18 Health and Welfare and Article 20.03.
- (b) Part-time and/or seasonal employees will not be required to pay the union initiation fee for this period of their employment. However, regular monthly dues shall be remitted to the union in accordance with Article 5:02 B or its equivalent.
- (c) Any seasonal or part-time employee who wishes to become a regular employee after his specific employment date, must re-apply for employment. In the event the employee is hired as a regular employee, his seniority shall begin at the time of his rehire.
- (d) both parties recognize that government projects may establish make work or projects by specific terms under definition as government make work employees or summer students. Appendix "A" defines the wage level.

ARTICLE 2: UNION RECOGNITION

- 2.01 The employer recognizes the Union as the sole and exclusive bargaining representative of all employees for the purpose of conducting collective negotiations regarding rates of pay, hours of work and other conditions of employment, in conformity with the Laws of British Columbia respecting Labour Relations.

ARTICLE 3: MANAGEMENT RIGHTS

- 3.01 The Union agrees that the Employer has the right to:
- (a) manage the operation and direct the work force and exercise all managerial rights and prerogatives subject to the terms and provisions of the Collective Agreement.
 - (b) require efficient and good quality performance from all employees.
- 3.02
- (a) The employer reserves the right to contract any works or services at the Employer's sole discretion.
 - (b) During the life of this Agreement, no job classification is to be deleted, nor shall any employee be terminated, laid off or suffer loss of wages as a result of contracting of works or services.
 - (c) The Employer in contracting out is augmenting the duties of the regular work force and agrees to pay an annual assessment on July 1st in each year of \$300.00 which will be paid to the International Union of Operating Engineers, Local 115C.

ARTICLE 4: UNION ACTIVITY

- 4.01 After notifying the Employer or the Employer's representative, Union representatives shall be permitted entry to the Employer's property to carry out their required duties.
- 4.02 The Union shall have the right to appoint one (1) Steward, and an alternate, both shall be recognized by the Employer without discrimination as the Union representatives for the purpose of this Agreement.
- 4.03 The Union Steward, with agreement from his Supervisor, shall be granted reasonable time from his job for the purpose of dealing with grievances, allowing that Union business be conducted with the least disruption to Works Operation.
- 4.04 The Union shall regularly notify the Employer in writing of the name of the employee who is serving as Steward.
- 4.05 The Employer will notify the local Business Representative and Shop Steward immediately if any employee is to be suspended or discharged.
- 4.06 The time lost by Union Stewards and employees from their regular scheduled shifts, in their handling of grievances and contract negotiations will be considered as time worked and payment shall be paid at their regular scheduled rate of pay. Grievances will be dealt with during regular business hours, but preferably during the last hour of the day wherever possible.

ARTICLE 5: UNION SECURITY

- 5.01 The employer shall honour a written assignment of wages to the Union as prescribed by this agreement.

- 5.02 (a) Upon hiring, the Employer shall require that each new hire sign a Union application card and a checkoff card and assign to the Union monthly dues and initiation fees. SEE "AUTHORIZATION FOR CHECKOFF" of this Agreement. The Employer will forward the cards to the Union within ten (10) days of completion of the employee's probationary period.
- (b) Union dues will be remitted at the rate of two (2) hours per month plus \$.50 at the employee's base hourly rate as in effect at the time the deduction is made.
- (c) The Union will supply the application and checkoff cards to the Employer.
- 5.03 The Employer shall, during the life of this Agreement, deduct as a condition of employment from the first and second pay cheque due in each calendar month to such employee, the sum established in accordance with Article 5.02 (b) and remit the same prior to the tenth (10th) day of the month following the month in which such deduction is made to the office of the Union, together with a list of employees from whom such sums have been deducted including the social insurance numbers and occupation of the employees.
- 5.04 The said deduction shall commence, in the case of each employee who is in the employment of the Employer with the effective date of this Agreement, and in the case of each employee entering the employment of the Employer subsequent to the effective date of this Agreement, with the calendar month in which his first pay cheque from the Employer is received by him. A new employee commencing work in the first half of the month will pay his dues for that month. A new employee commencing work in the second half of the month will not pay dues for that month.
- 5.05 The Employer agrees that, as a condition of continued employment, any present employee of the Employer who at the date of the signing of this Agreement is a member of the Union, shall maintain membership in the Union in good standing, and any present or future employee, shall, at the termination of his probationary period, join the Union and maintain membership therein in good standing.
- 5.06 For the purposes of this Article, a Union member shall be defined as anyone who pays Union dues and initiation fees and makes formal application to join the Union.
- 5.07 Where the Union requests action by the Employer in respect of any employee who has failed to maintain membership in the Union in good standing, the Union shall furnish to the Employer written proof of such failure to maintain membership.
- 5.08 Notwithstanding any provision contained in 5.01 and 5.02 of this Article, there shall be no financial responsibility on the part of the Employer for fees, dues or assessments of an employee unless there are sufficient unpaid wages of that employee in the Employers hands.

ARTICLE 6: NO CESSATION OF WORK

- 6.01 The Employer shall not cause or direct any lockout of employees during the life of this Agreement. Neither the Union, nor any representative of the Union, nor any employee shall in any way authorize, encourage or participate in any strike, walkout, suspension, stoppage, interruption, or slow down of work. Any employee authorizing , encouraging or participating in any such action shall be subject to immediate discharge.

- 6.02 The employer shall not request, require or direct employees within this bargaining unit to perform work resulting from legal strikes that would normally have been carried out by those on strike; nor shall the employees be required to cross any picket line legally established under the Statutes of British Columbia. The employer will reserve the right to negotiate with the affected unions to gain permission to cross picket lines in order to make 'emergency' repairs, and in the event that they refuse to do so, the employer will reserve the right to use supervisory personnel or contracted services to make the 'emergency' repairs.

ARTICLE 7: GRIEVANCE PROCEDURE

- 7.01 Disputes relating to pay cheque items shall have a time limit of thirty (30) days affixed to the filing of step one of the Grievance Procedure.
- 7.02 If, during the term of this Agreement, there should arise any difference between the Employer and the employee concerning its interpretation, application of any violation thereof, an earnest effort shall be made to settle the dispute in the following manner:
- 7.03 The employee is urged to settle any complaints or disputes with his immediate foreman or Supervisor and may elect to have the Shop Steward present.

7.04 Step One

The Shop Steward shall present the grievance to the Director of Operational Services within ten (10) days from the time the alleged violation has arisen. The grievance must be presented in writing. The Director of Operational Services will answer the grievance in writing within five (5) days from the time the grievance is heard. If a decision satisfactory to the employee is not given, the employee shall have the right to proceed to Step II of the Grievance Procedure within five (5) days of the Director of Operational Service's response to Step I.

7.05 Step Two

The Union and the Shop Steward along with the grievor and any witness shall meet the Administrator to resolve the dispute.

The Administrator and/or his representative shall answer the grievance in writing within five (5) days of the date the meeting is held. If the answer is not satisfactory to the employee, then the employee may proceed to Step III of the Grievance Procedure within five (5) days of the Administrator's response to Step II.

7.06 Step Three

The Union and Shop Steward along with the Grievor and any witnesses shall meet the Mayor to resolve any dispute.

The Mayor and/or his representative shall answer the grievance in writing within five (5) days of the date the meeting is held. If the answer is not satisfactory to the employee, then the Union may within a further five (5) days refer the grievance to Arbitration as outlined in Article IX advising the Mayor that the Union has done so, **or by mutual agreement**

between the parties the grievance may go before the Canadian Joint Grievance Panel.

- 7.07 Saturdays, Sundays and General Holidays shall not be counted in determining the time within which any action is to be taken in each Stage of the Grievance Procedure.
- 7.08 All time limits fixed by this Article for the taking of action by either party may be extended by mutual agreement in writing, signed by an Employer's representative and a Union representative. If the Employer fails to answer in writing within the time limits set out in this Article, the grievance shall be deemed to have been settled in the employee's favour as requested in the Grievance Procedure. If the Union fails to work within the time limits set out in this Article, the grievance shall be deemed abandoned.
- 7.09 Should any parties described in this Article be unable to comply due to an absence because of vacation or Leave of Absence, that party may appoint a representative to take his place.

ARTICLE 8: DISCHARGE CASES

- 8.01 If an employee feels that he has been unjustly discharged, he may have the matter dealt with under the Grievance Procedure. Any such matter may be presented at Step Two of the Grievance Procedure within three (3) days after the discharge.
- 8.02 In the event the grievance is settled in favour of the employee the Employer shall reinstate the employee and pay to the employee full compensation as may be agreed upon at the employee's regular rate in accordance with their regular work schedule.
- 8.03 Upon such reinstatement there shall be deemed to have been no break in the employee's continuous service by reason of discharge.

ARTICLE 9: ARBITRATION

- 9.01 Whenever, pursuant to the provisions of this Agreement, a reference to Arbitration is invoked, the parties shall endeavour to agree upon an impartial single arbitrator. In the event that the parties fail to agree upon a single arbitrator within ten (10) days from the date of reference to Arbitration, the parties shall, within a further ten (10) days, each appoint one (1) arbitrator who shall be a member of the Arbitration Board.
- 9.02 The two (2) arbitrators shall, within a further five (5) days, endeavour to agree upon an impartial arbitrator who shall be the third member and chairman of the Board. In the event that the two (2) arbitrators fail to agree upon a chairman, then he shall be appointed by the Minister of Labour of the Province of British Columbia. The Arbitration Board shall render its decision within fifteen (15) days after the arbitration hearing. The fifteen (15) day period may be enlarged or abridged by mutual consent of the parties to the Arbitration.
- 9.03 The single arbitrator or Arbitration Board shall have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as it may be necessary to the determination of a grievance referred to Arbitration, but shall not have the jurisdiction or authority to alter or amend any of the provisions of this Agreement.

- 9.04 In any Arbitration, the written grievance and the decisions of the Grievance Procedure shall be presented to the arbitrator(s) and the award of the arbitrator(s) shall be confined to determining the issues therein set out.
- 9.05 In the case of a reference as to whether a matter is arbitrable, or a reference involving the interpretation, application, operation or any alleged violation of the Agreement, the decision of the single arbitrator or the majority decision of the Arbitration Board shall be final and binding on the employee concerned and the parties to this Agreement.
- 9.06 The parties shall bear an equal portion of the expenses and the allowance of the single arbitrator or Board chairman and of stenographic and secretarial expense and rent. Where the difference is referred to an Arbitration Board, the parties shall each bear the expenses and charges of its Arbitrator.

ARTICLE 10: PROBATIONARY EMPLOYEES

- 10.01 All newly hired employees shall be considered probationary employees until they have completed sixty (60) paid days.
- 10.02 (a) A probationary employee may be terminated or discharged where the Employer, in its discretion, determines that he is unsuitable or unsatisfactory.
- (b) A probationary employee is entitled to the protection of the Grievance Procedure except in respect to seniority. This shall not be construed as an abrogation of management rights as defined in Article 3.
- (c) A probationary employee will be covered by the employers Medical on the first day of the next month after hiring. Upon successful completion of the probationary period and upgrading to full time status Full Health Benefits will be applicable.
- 10.03 An employee who has worked as a seasonal employee shall have his time credited to his probationary period if offered permanent employment in a related job function.

ARTICLE 11: HOURS OF WORK AND OVERTIME

- 11.01 All employees shall have a fifteen (15) minute rest break between the second and third hour after starting work, and a further fifteen (15) minute rest break between the sixth and seventh hour of work and a rest break for each two (2) hours overtime worked. The rest breaks will be taken at the work station where practical. When an employee works overtime beyond his normal shift, he shall receive a fifteen minute rest break at his normal quitting time.
- 11.02 (a) Should an employee be requested to work beyond ten (10) hours in a work day, the Employer shall supply, free of charge, a hot meal to all the employees working. Time to eat the meal shall be one-half (½) hour. Wherever possible, the meal will be supplied to a convenient meal site.
- (b) Circumstances may arise where the meal allowance of twenty dollars (\$20.00) will be paid in lieu of the hot meal.

- (c) When an employee is required to work a minimum of two (2) hours scheduled overtime prior to the commencement of a regular shift, the employer shall provide or arrange for breakfast to a maximum of Eight Dollars and Fifty Cents (\$8.50) or payment in lieu of. Time to eat the meal shall be one-half (½) hour.
 - (d) If no meal is given in either 11.02 (a) and/or in 11.02(c) then the employee shall forfeit the one-half hour meal time for that meal only.
- 11.03 (a) The employee may refuse to work overtime except in an emergency situation.
- (b) An emergency situation is defined as a sudden and unexpected turn of events calling on the municipality to take immediate action to prevent worsening of the situation, particularly where there is an immediate threat to life, limb, health or property.
 - (c) Normal winter conditions will not be classified as emergencies.
- 11.04 The employer shall allocate overtime work on an equitable basis amongst qualified employees.
- 11.05 The employer shall post on the Union bulletin board the overtime and call-out hours of all employees on a regular basis.
- 11.06 A holiday listed in Article 12 occurring during an employee's scheduled work week and for which he received pay shall be considered as time worked for the purpose of calculating overtime.
- 11.07 For all employees, the following shall apply:
- (a) a normal day shall be from 8:00 am to 4:30 pm.

It is agreed that the starting time of the shift may be varied by up to two (2) hours of normal starting time.
 - (b) the work week shall consist of five (5) consecutive days of work and be followed by two (2) consecutive days of rest.
 - (c) It is understood that should management require a change in the two consecutive days of rest, the employees involved will be consulted.
 - (d) When, because of operational requirements, the hours of work are scheduled for employees on a rotating basis, the employer shall set up a master weekly shift schedule and post it not less than seven (7) calendar days in advance.
- 11.08 An employee shall not be required to take time off in lieu of overtime that he has worked.
- 11.09 (a) Time and one-half (1½) the employee's regular rate will be paid for:
- (i) work in excess of eight (8) hours up to eleven (11) hours in the day.
 - (ii) work performed on the employee's first day of rest.

- (b) Two (2) times the employee's regular rate will be paid for:
 - (i) all hours worked in excess of eleven (11) hours in the day.
 - (ii) all hours worked on the second and subsequent days of rest.
 - (iii) all hours worked in excess of forty eight (48) hours in one week.
 - (iv) all hours worked in excess of eight (8) hours on the first day of rest.
 - (v) all hours worked on a General holiday or day observed as such.
 - (vi) all hours worked of an employee's remaining vacation time when called back to work while still on vacation.
 - (vii) an employee shall have at least eight (8) consecutive hours rest after a completed shift. Should an employee be called back to work without having had eight (8) consecutive hours of rest, he/she shall be paid at the overtime rate of pay until he/she has had the said eight (8) consecutive hours of rest
 - (c) Where an employee reports to work and is told that no work is available, he will receive four (4) hours pay at his applicable rate, if he does not start work. If he does start work, he will receive eight (8) hours pay at his applicable rate if work continues over two (2) hours.
 - (d) There shall be no pyramiding of overtime. This means that overtime will not be paid where other premiums or penalties are paid or on hours where overtime has been paid.
- 11.10 (a) The overtime pay for work performed on a General Holiday or day observed as such is in addition to any General Holiday pay that an employee may be entitled to for General Holidays in Article 12.
- (b) An employee who works on General Holidays or days observed as such, or on vacation days shall receive the applicable rate and will be granted the next working day off with pay.
 - (c) An employee who works on his normal day or days of rest shall receive a minimum of four (4) hours at the applicable rate but will not be granted the next working day off with pay.
 - (d) Overtime earned by an employee may, at the employee's option, be accrued as compensatory leave at the applicable overtime provision. Employees may accrue a maximum of an equivalent of three (3) standard work weeks in any calendar year in lieu of overtime they have earned.
- 11.11 Call-outs shall be paid a meal allowance after working (4) hours, and one-half (½) hour paid time in which to eat the meal if the employee is required to work longer than four (4) hours.

- 11.12 If an employee is called out to work on a call-out he shall receive a minimum pay of four (4) hours at the applicable regular rate of pay or the actual hours worked at the applicable overtime rate, whichever is greater. The employee will only be required to stay for the duration of the call-out assignment except that an employee called out under this provision shall not be required to carry out any additional work. The employee shall be told the nature of the assignment and anticipated duration.
- 11.13 An employee who works on Saturday and/or Sunday as part of his regular scheduled shift shall be paid One Dollar (\$1.00) per hour over his applicable rate of pay.
- 11.14 (a) an employee working on other than normal day shift shall be paid the following differential in addition to their regular rate of pay:
- Afternoon Shift - sixty-five cents (65¢) per hour - 4:00 pm to 12:00 midnight
- Night Shift - seventy-five (75¢) per hour - 12:00 midnight to 8:00 am.
- (b) Reasonable notice (preferably 24 hours) will be given prior to notice of shift change.
- 11.15 The District of Port Hardy recognizes the Union's concerns over the use of contractors to do the work that the bargaining unit employees normally perform and, as such, agrees to continue its practice to perform operations and maintenance work with its own employees. The District of Port Hardy hereby assures the Union that it will continue its general operating policy of placing primary reliance on its own employees to perform what is recognized as the duties of its employees as per this Collective Agreement.

ARTICLE 12: GENERAL HOLIDAYS

- 12.01 An employee shall receive eight (8) hours pay at his regular rate of pay for each of the following General Holidays and any other holidays declared by the Federal or Provincial Governments or the District of Port Hardy.
1. New Year's Day
 2. Good Friday
 3. Easter Monday
 4. Victoria Day
 5. Dominion Day (Canada Day)
 6. B.C. Day (first Monday in August)
 7. Labour Day
 8. Thanksgiving Day
 9. Remembrance Day
 10. Christmas Day
 11. Boxing Day

Should a General Holiday fall on a Saturday and/or Sunday, the following Monday will be observed as the holiday. Consideration will be given to Union for application of Friday in lieu of Monday observed as Statutory Holiday.

- 12.02 In order to qualify for holiday pay, an employee must work the regular work day preceding the holiday and the first regular work day after the holiday, unless his absence is due to a

bona fide illness or injury or is on approved leave of absence or vacation or approved absence under Article 16.03.

12.03 Any time lost while on Workers' Compensation as the result of an accident while in the employ of the employer shall be included as though they were days worked for the purposes of holiday pay. Maximum of six (6) months to be applied.

ARTICLE 13: SENIORITY

13.01 There shall be two (2) types of seniority, namely Employer seniority and Classification seniority. Employer seniority is the length of an employee's continuous service for the District of Port Hardy since the date of his last hiring by the Employer, except as expressly provided herein. Classification seniority is the length of the employee's continuous employment within a classification as defined, except as expressly provided herein.

13.02 The job classifications are as shown on Appendix "A" of this agreement.

13.03 All employees have the right to displace an employee with lesser seniority in a lay-off situation, provided that he has the knowledge, skill and ability. The rate for the displacement position shall be paid.

13.04 Seniority shall apply on lay-offs, recalls and job posting within the bargaining unit subject to the conditions stated in this Article, and provided the employee has the present ability and qualifications to perform the work.

13.05 A regular employee's seniority, shall be completely lost for any of the following reasons:

(a) voluntary termination or resignation

(b) discharged

(c) laid off by the Employer for a period of more than:

(i) three (3) months where the employee has less than six (6) months seniority.

(ii) four (4) months where the employee has six (6) months to one (1) year seniority.

(iii) six (6) months where the employee has one (1) year or more seniority.

(d) a notice of recall has been made and the employee fails to report within the required time as follows:

(i) notice shall be sent to the employee's most recent address by double registered mail

(ii) the employee must notify the Employer within three working days after the notice of recall has been received.

- (iii) the Employer will allow an extension of up to thirty (30) calendar days from when the notice of recall has been received upon a reasonable explanation of why the extension is needed.
 - (e) unable to return to work following absence due to illness or non-occupational accident exceeding two (2) years.
 - (f) failure to return from authorized leave of absence without reasonable justification acceptable to the Employer.
- 13.06 Seniority shall be maintained and accumulated during:
- (a) absence due to an occupational accident incurred in the performance of work for the Employer up to a maximum of one (1) year (while actually receiving temporary Workers' Compensation benefits).
 - (b) temporary illness or non-occupational accident causing absence up to a maximum of one (1) year.
 - (c) an approved leave of absence.
- 13.07 Seniority shall be maintained but not accumulated during:
- (a) absence due to an occupational accident incurred in the performance of work for the Employer up to a maximum of two (2) years (while actually receiving temporary Workers' Compensation benefits).
 - (b) (temporary) illness or non-occupational accident causing absence up to a maximum of two (2) years.
 - (c) lay offs as per the provisions in section 13.05(c).
- 13.08 An employee who accepts a position outside the bargaining unit but within the District and is returned to the bargaining unit within three (3) calendar months shall maintain his seniority but shall not accumulate seniority while in that position but has the option to apply to the Union which may allow an extension of up to three (3) additional calendar months upon reasonable explanation as to why the extension is needed.
- 13.09 When effecting a reduction in work force, the Employer will consider the following two (2) factors in determining which employee should get laid off:
- (a) the seniority of each employee concerned within a classification.
 - (b) the requirements and the efficiency of operations and the ability, knowledge, training, skill and certification to do the work of each employee concerned.

When in the judgment of the Employer, factor (b) is to all intents and purposes equal to (a) as between two (2) or more employees, the employee having the lesser or least employer seniority will be the first to be laid off.

ARTICLE 14 JOB POSTING

- 14.01 When a job vacancy occurs, it will be posted for five (5) working days on the union bulletin board and if an employee qualifies under Article 14 he will be assigned to the job.
- 14.02 An employee who is awarded a posted job (permanent or temporary) will be granted the higher rate of pay and classification seniority if there is an increase in pay within five (5) working days, even if he is required to remain in his old job for a longer period.
- 14.03 (a) In awarding a job, the Employer shall consider the following two (2) factors determining which employee shall be awarded the job:
- (i) the seniority of each employee concerned.
 - (ii) the requirements and the efficiency of operations and the ability, knowledge, training, skill and certification to do the work of each employee concerned.
- (b) When, in the judgment of the Employer, factor (ii) is to all intents and purposes equal as between two (2) or more employees, then except as herein after provided, the employee having the greatest or greater seniority will receive the job.
- 14.04 An employee who has returned from an approved leave of absence or vacation, not exceeding thirty (30) working days, shall be allowed to post-bid a job posting that has been posted and filled during the aforementioned absence, and if he qualifies under Article 14, he will be awarded the job. The time limit for post bidding a job shall be thirty (30) working days.
- 14.05 If a job vacancy is to be filled by an absent employee, a temporary appointment to the vacancy may be made.
- 14.06 If no suitable candidate is available, the job vacancy may be filled temporarily, and the Employer may attempt to fill the job vacancy by hiring a new employee.

ARTICLE 15: SAFETY

- 15.01 It shall be the duty of all employees to report immediately to their foreman any unsafe working condition. Any employee may refuse to work in any situation which he thinks is unsafe. The employees and the Employer have a responsibility to each other to maintain a clean and safe work place.
- 15.02 Complaints in regards to general safety conditions shall be reported to the Safety Representative and to the Foreman and/or Superintendent in charge.
- 15.03 (a) Safety matters shall continue to be identified and dealt with as set down elsewhere in the Union Agreement plus a continuation of the Tool Box Meetings held monthly in the Public Works Yard at which all public works and services employees shall attend to voice concern on all operations matters arising with particular emphasis given to matters concerning safety in the work place. A Councillor or others may request an appointment to attend a Toolbox Meeting. These meetings shall be on the Employer's property and time. However, if the meetings go beyond the normal time, no overtime conditions will apply.

- (b) Safety Meetings will be held on a monthly basis. Minutes of the Safety Meetings shall be kept and copies posted on the Works Bulletin Board and forward copies of the minutes to the safety representatives and safety matters to W.C.B. Meetings shall be held monthly subject to W.C.B. regulations.
- 15.04 (a) It shall be the duty of the employees and the Employer to promote the desire on the part of all employees to work safely, to make suggestions and recommendations with respect to maintaining the premises and equipment in such condition that they shall be safe for all employees, and to promote the observance of all safety rules and regulations.
- (b) If a serious accident should occur, the Union representative shall be notified by the Employer and permitted access to the place of the accident to make an independent investigation.
- 15.05 Inspections of the work place shall be made on an ongoing basis daily, as all employees should be exercising safety and reporting, correcting and practising safety on a daily basis.
- 15.06 Time spent on safety matters shall be considered time worked and shall be paid at the employee's regular rate of pay.
- 15.07 Where required and applicable to meet Workers' Compensation Board requirements, the Employer shall provide the following items:
- 1. safety glasses (non prescription)
 - 2. grinding goggles
 - 3. painter's masks
 - 4. dust respirators
 - 5. welder's gloves, aprons and helmets
 - 6. chin straps
 - 7. flagging vests
 - 8. hard hats
 - 9. fallers pants
 - 10. safety earmuffs (hearing protection)
 - 11. annual boot allowance of \$150.00 in the form of a cheque made payable to the employee by January 31 of each year.
- 15.08 The employee who is required in the normal course of his duties to work outside, shall be provided:
- 1. rain pants and rain jacket
 - 2. rubber boots with steel toes
 - 3. winter hard hat liners
 - 4. chest or hip waders
 - 5. gloves
- 15.09 The Employer shall supply coveralls on a temporary basis under conditions requiring such clothing provided these coveralls are returned to the Works Yard when not in use. Coveralls will be cleaned at the expense of the Employer.

- 15.10 All articles described in section 15.07, 15.08 and 15.09 are on a loan out basis. An employee must return these items to the Employer in good condition, subject to normal wear and tear, upon termination with the Employer.
- 15.11 Upon satisfactory proof to the Employer, tools worn, lost or broken in service of the Employer which are the personal property of the employee and are recognized by the Employer as necessary in the performance of the work, shall be replaced by the Employer. The Employer shall reimburse the employee for the value of his tools which may be destroyed due to fire or other major disaster occurring upon the Employer's property.

The employee will be required to produce a verified list of tools to the Employer as a record of these tools. The list will be kept up to date.

ARTICLE 16: LEAVE OF ABSENCE

- 16.01 An employee may be granted, with the Employer's consent, a leave of absence of up to twenty (20) working days per calendar year without pay (after the employee has successfully completed twelve (12) months of continuous employment) subject to the operational needs of the Employer.

These days may be taken consecutively and may coincide with holiday periods.

The Employer will consider the time periods requested (i.e. winter months versus summer months) and/or operational requirements that are needed during the requested time off.

A leave of absence request by an employee must be made in writing and be approved by the Director. Requests for leaves of absence shall be made as far in advance as possible and not less than five (5) working days prior to the date the leave is to commence, except in an emergency situation.

Such leave shall not be unreasonably withheld having consideration for the Employer's operational requirements.

- 16.02 The employee shall receive a copy of his request stating whether the requested is accepted or denied, within three (3) working days of his request being submitted.
- 16.03 An employee granted a leave of absence shall be considered as having quit if he does not return to work at the date stated except in an emergency beyond the employee's control. If an employee is unable to return to work on time, due to an emergency beyond his control, he shall notify the Employer as soon as possible and no later than twenty-four (24) hours after the expiry of his leave.
- 16.04 An employee who has been selected or elected by the Union to attend Union Business shall be granted a leave of absence without pay for this purpose if it does not interfere with Employer operations. No more than one (1) employee may take such leave and they must give the Employer a
- 16.04 five working days notice in writing. This notice must be confirmed by the Union. Leave shall not exceed ten (10) working days in total, for each calendar year.

16.05 The Employer will give consideration to granting leaves of absence for special circumstances to designated employees for longer periods of time than specified, subject to the operational needs of the Employer.

16.06 In the case of a death in the immediate family of an employee, on application to the Employer, the employee will be granted a leave of absence of one (1) day. If the employee attends the funeral of the deceased which is out of town an additional four (4) days shall be granted for a total of five (5) days. Where the funeral is held within the District an additional two (2) days leave of absence shall be granted for a total of three (3) days. Such leave shall be with pay.

For purposes of this section only, the immediate family of an employee shall mean: mother, father, mother-in-law, father-in-law, wife, husband, common law spouse, brother, sister, child, step-child, step-father, step-mother, foster child, foster parent, son-in-law, daughter-in-law, spouses's grandparent, grandparent, grandchild, brother-in-law and sister-in-law.

16.07 In the case of an employee wanting to attend a funeral of someone other than an immediate family member the employee shall have the option of taking one (1) days leave of absence without pay to do so - subject to the operational needs of the Employer.

ARTICLE 17: VACATIONS

17.01 Vacations with pay shall be on the following basis:

- (a) Part-time, seasonal or probationary employees shall receive four (4) percent of total earnings to date of their termination as provided by the Annual and General Holidays Act.
- (b) A minimum of five (5) working days request in writing shall be made for time off.
- (c) The vacation period excludes days of rest as described in Section 11.07 (b) of this agreement.
- (d) Regular employees will be granted vacation with pay as follows:

<u>YEARS OF EMPLOYMENT</u>	<u>ENTITLEMENT /WORKING DAYS</u>	<u>PAID ON TERMINATION</u>
During first (1) year	One (1) day per month to a maximum of ten (10) working days	4%
2 & 3	16	6.2%
4 & 5	18	6.9%
6 & 7	20	7.7%
8 & 9	22	8.5%
10 to 14	24	9.2%
15 to 24	28	10.8%
25 & over	30	11.5%

- 17.02 When a General Holiday falls within an employee's scheduled vacation he shall receive the pay of a normal shift or work day for the holiday, in addition to this vacation pay or another day off with pay in conjunction with his vacation.
- 17.03 For the purposes of calculation of vacation days, regular employees will only receive working days rather than percentum except in the event of termination, where percentum applies.
- 17.04 For the purposes of this Agreement, employees who have less than twelve (12) calendar months by December 31st in their first year of employment shall consider the January 1st of the subsequent year the first day of their second year.

Holiday entitlement shall be taken before January 1st of the succeeding year with the exception that an employee can carry over up to one-half of his/her holiday entitlement to a maximum of ten (10) days. All employees are encouraged to use their annual holiday entitlement in the year earned.

- 17.05 For the purposes of this Agreement, the calendar year shall be January 1st to December 31st in each year inclusive.
- 17.06 For the purposes of this Agreement, employees are allowed to take holidays for the entitlement year, however, upon termination, any overpayment will be deducted from termination pay.
- 17.07 Scheduling of vacations shall be granted on a seniority basis up through March 31st each year, but thereafter vacations shall be granted on a "first come, first serve" basis, based on the date the application is received by the Employer. Vacation requests shall be completed on the form provided with a copy being returned to the employee stating acceptance or denial. Employees must schedule their vacation thirty (30) days prior to the date their vacation will commence and five (5) days for two (2) days or less. Insofar as possible, vacations shall be granted at times most desired by employees, but the final right of allotment of vacation period is reserved to the Employer in order to ensure official and orderly operations. Emergency situations will be seriously considered. An employee will be informed by his supervisor in writing why his vacation is denied.

ARTICLE 18: HEALTH AND WELFARE

18.01 Superannuation

Employer and employee will be required to meet the requirements of the Municipal Superannuation Act of B.C.

18.02 Medical

The Employer maintains 100% of liability for premiums.

18.03 Dental

The Employer maintains 100% liability for premiums.

18.04 Vision Care

The Employer will maintain 100% liability for premiums payable to MSA.

18.05 Weekly Indemnity

Employer maintains the Weekly Indemnity Plan, A.D. & D and Life Insurance at 100% liability for premiums.

18.06 During this Agreement sick leave entitlement will be one (1) day per month paid at the employee's regular rate of pay. This sick leave can be accumulated up to a maximum of sixty (60) days. Upon termination of employment by whatever means, this sick leave will be paid out one third (⅓) to a maximum of twenty (20) days. That upon retirement or layoff, the employee shall receive 100% of his accumulated sick leave.

If during this Agreement an employee is unable to continue permanent employment due to illness or injury, the employee shall be entitled to receive one hundred percent (100%) of his accumulated sick leave time.

18.07 An employee may take sick leave up to two (2) consecutive days without providing a doctor's certificate. If an employee uses sick leave he must advise his immediate supervisor before the shift starts. The Employer may request a certificate from the doctor in instances of repeated use of sick leave. Specific areas of concern may be reviewed by the Labour/Management Committee. The Employer agrees to pay for the cost of this certificate upon producing such when requested.

18.08 Leave shall be granted to the maximum of an employee's sick leave entitlement when the employee's presence is required in the home to care for or to make arrangements for the care of a family member who is ill in accordance with the following conditions:

- (a) When no one in the employee's home or other agency in the community can provide for the needs of the family member who is ill.
- (b) In the case of illness of an adult family member, the illness must be of a nature which necessitates the employee's attendance upon the person.
- (c) When no other family member other than the employee can escort a family member requiring medical attention to a physician and the family member is physically unable to do so himself.
- (d) For the purposes of this section, "family" shall mean spouse, son, daughter, or father/mother if he/she is a permanent resident of the household. "Family" shall further include common-law spouse, provided the common-law relationship has existed for a full twelve (12) month period immediately preceding the application for leave and the employee's personnel file confirms the commencement of such a relationship.
- (e) The Employer may request a report from a qualified medical practitioner should any doubt exist to the legitimacy of an application for such leave, or in extreme situations.

- (f) Where the employee finds it necessary to be absent under this section, he will notify his supervisor immediately.

18.09 Employees with accumulated sick leave to their credit shall turn over or cause to be turned over to the District of Port Hardy any moneys paid or payable to them by the Workers' Compensation Board and upon doing so will receive full pay up to the value of the accumulated sick leave. In such cases there will be a deduction of the accumulated sick leave of the percentage by which the Workers' Compensation Board does not recompense the District of Port Hardy. If there is no credit of sick leave, employees will retain their Workers' Compensation Board cheques. Employees entitled to "full pay" as set out herein shall have "full pay" calculated based on the principle of "no-loss-no-gain" in terms of after tax earnings.

The Employer shall pay the benefits listed in Section 18.02, 18.03, 18.04 and 18.05 of the Collective Agreement, as long as the employee is on Workers' Compensation and is still an employee of the Employer. Sick and Vacation benefits shall not accrue while on Workers' Compensation.

The Employer will pay up to two (2) months of its portion of the Superannuation contribution. The employee will have the option to self pay the Employer's portion if the compensatable period is more than two (2) months.

ARTICLE 19: BULLETIN BOARDS

19.01 The Employer shall provide bulletin boards to the Union on the Employer's property for use by the Union for Union business.

ARTICLE 20: GENERAL PROVISIONS

20.01 An employee injured at work and unable to continue shall be paid his regular rate of pay for the entire shift.

20.02 The Employer will provide the Union with no less than thirty (30) days notice of intention to institute technological change which would involve the termination, lay-off or change of classification of employees. For the purposes of this section "technological change" means the automation of equipment, or the mechanization or automation of duties which results in the displacement of an employee from his regular job.

20.03 When an Operator III is away for more than two (2) working days, then the most senior employee in the Operator II classification who is on duty for that period shall be paid the Operator III rate commencing on the third working day.

20.04 (a) A regular employee to be laid off or terminated shall be provided with a letter stating the reason for the lay-off or termination.

(b) A regular employee to be laid off or terminated except for cause, shall be given fourteen (14) working days notice or failing such notice, fourteen (14) days pay in lieu thereof, at the employees straight time rate of pay.

(c) A seasonal employee to be laid off or terminated shall be provided with a letter a minimum of five (5) days prior to the lay-off or termination date.

- 20.05 Where there is a night time emergency call, a minimum of two (2) qualified employees, one of which may be an employee of the District who is outside the bargaining unit, will be dispatched to the emergency.
- 20.06 A check station procedure related to employee safety while working alone will be maintained and revised by both parties.
- 20.07 All sewer and water employees shall be permitted fifteen (15) minutes each shift prior to quitting time to allow them to wash up.
- 20.08 (a) All regular shift hours lost by an employee due to necessary attendance on jury duty or acting as a witness at any court proceeding arising out of his employment or subpoenaed as a witness or in any circumstances while operating or travelling in the Employer's vehicle, shall be paid for by the Employer at a rate of pay applicable to said employee unless the employee is found negligent by the Court or a quasi-judicial body and that any court or other reimbursement be credited to the Employer.
- (b) An employee noted in (a) above will be allowed reasonable court preparation time and be provided local transportation if necessary.
- 20.09 There shall be no discrimination, interference, restriction, or coercion with respect to any employee in regard to age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, or by reason of his membership in a trade union.
- 20.10 All regular hours lost by an employee due to necessary attendance in completing a driver's examination or doctor's examination required by the licence branch shall be paid for by the Employer. The cost of any and all examinations shall be paid by the Employer, if the employee is maintaining a current licence for job purposes.
- 20.11 The Employer shall provide the Chief Steward, Shop Steward and the local Union office with a copy of any written record of the disciplinary action (including reprimands) which is to be recorded in the employee's file.
- 20.12 The Employer recognizes that it is not the function of the persons outside the bargaining unit to perform work currently being performed by an employee of the bargaining unit; except under emergency conditions or for the purpose of training, instruction, and to assure safety of employees; to operate pilot or test programs, provided that no employee suffers a loss of wages as a result.
- 20.13 Adequate washroom facilities will be provided at the Works Yard by the Employer and kept in sanitary condition. Employees will co-operate by observing the simple rules of cleanliness.
- 20.14 Special leave with pay to a maximum of one (1) day shall be granted to employees on the occasion of adoption or birth of their child. When the adoption or birth requires the Employee to travel outside of the Port Hardy area (North Island) then an additional two (2) days shall be granted and shall be with pay.

An additional two (2) days without pay can be approved on request by the Employee. Requests shall be made as per section 16.01 of this Agreement. The request shall only

refer to the additional two (2) days without pay and will only be considered after twelve (12) months of employment and be subject to the operational requirements of the Employer.

- 20.15 The student rate of pay will only be paid to students employed as indicated in Article 1.02, Section (a) iii and (d), and are actively attending a bona-fide educational system. All others will be paid the appropriate rate of pay.
- 20.16 When an employee is requested to work on a scheduled day off, because the situation is declared an emergency, he shall be paid the applicable overtime rate and be given the following day off with pay.
- 20.17 An employee's vacation is not considered as being completed until they return to their first scheduled shift as it applies to Article 17.01 (A to D)
- 20.18 Increments of time worked will be no less than one-half (½) hour.
- 20.19 No person under the Direction of the Corrections Branch shall displace an employee nor in the event of a lay-off shall any such person replace the employee. These persons may work along with employees to meet their community working hours.
- 20.20 In conjunction with this Collective Agreement, the following rules, regulations, and guidelines shall apply:
- (a) Worker's Compensation Board
 - (b) Industrial Health and Safety Board
 - (c) Industrial Relations Board
 - (d) Canadian Human Rights Commission
 - (e) Employment Standards Act
 - (f) Municipal Act
- 20.21 Charge Hand
- (a) A chargehand is an employee who is designated to lead and direct a small work crew under the overall direction of the Director, and is expected to work with the work crew.
 - (b) A chargehand rate of one dollar (\$1.00) effective January 15, 1995, above the highest rate of an employee being supervised shall be paid to a chargehand. When designated as a chargehand, an employee shall receive the charge hand rate for a minimum of four (4) hours.
 - (c) A charge hand shall receive no less than the amount stipulated in (b) more than their regular rate of pay.
- 20.22 Employees shall have the right to make written comment on their evaluations.

20.23 Pay cheque stubs will show all relevant information pertaining to totals shown.

- i.e.
- regular hours x rate of pay
 - overtime one and one half x rate of pay
 - charge hand hours x rate of pay
 - shift hours x rate of pay
 - Pay day shall be every second Friday and pay stubs will show all year to date totals.

20.24 For the purposes of vacation allotment only, an employee who transfers from the bargaining unit or vice-versa shall maintain their level of entitlement up to the maximum allowable.

20.25 The criteria for all classifications will be determined by that described in Appendix "B".

20.26 The parties agree to ensure that the work place shall be free from sexual/personal harassment.

20.27 (a) The Employer will pay standby pay on a rotational basis which will be shared equally by all the regular employees as follows:

(i) Monday through Sunday: \$35.00 for each day

(ii) Statutory Holidays: \$60.00 for that day.

(b) It is agreed that the following conditions apply to the standby employee:

(i) First call of any one (1) day will be at the applicable rate to a minimum of four (4) hours.

(ii) The standby person is required to investigate and evaluate the incident or nature of the callout.

(iii) The standby person is required to do minor repairs:

- reset control devices
- re-activate alarms
- reset traffic control devices
- other items that require one (1) person to correct

(c) All repairs will be delayed to regular working hours when possible. It is anticipated during the term of this contract that mutual agreement can be reached on callout repairs.

(d) Other personnel may be called out if repairs cannot wait until the next regular working day and repairs are required because the standby person cannot safely complete the repairs alone.

- (e) Clause 11.07(d) will be used for scheduling and shift change.
- (f) Section 20.27 applies for standby notwithstanding Sections 11.09, 11.10, 11.11, 11.12 and 20.05.

ARTICLE 21: EFFECTIVE DATE

This agreement shall be binding and remain in effect from **January 1, 2005** to **December 31, 2007** and shall continue from year to year thereafter until a new agreement is reached as provided for in the statutes of the Province of British Columbia.

21.01 AGREEMENT TO CONTINUE IN FORCE

Where such notice requests revisions only, the following conditions shall apply:

- (i) The notice shall state specifically the revisions requested and bargaining negotiations shall be restricted thereto unless the parties otherwise mutually agree.
- (ii) Both parties shall adhere fully to the terms of this Agreement during the period of a bona fide collective bargaining, and if negotiations extend beyond the anniversary date of this Agreement, any revision in terms mutually agreed upon shall, unless otherwise specified, apply retroactively to that date.

ARTICLE 22: TECHNOLOGICAL AND OTHER CHANGES

22.01 Union Notification of Changes

A minimum of three (3) months before the introduction of any technological or other changes or methods of operation which affect the rights of employees, condition of employment, wage rates or work loads, the Employer shall notify the Union of the proposed change.

22.02 Training Programme

In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by employees under the present method of operations, such employees shall, at the expense of the Employer, be given a maximum period not to exceed one (1) year during which they may perfect or acquire the skills necessitated by the new methods of operation. There shall be no change in wage rates during the training period of any such employee and no reduction in pay upon being reclassified in a new position. The employee's progress is to be reviewed quarterly. Should it become evident the employee is unable to be successful at the training, the employee would be re-assigned within the Public Works operation. No employee who fails to complete retraining for technological change will be laid off.

22.03 Additional Training

Should the introduction of new methods of operation create a need for the perfection or acquisition of skills requiring a training period more than one (1) year, the additional training time shall be a subject of discussion between the Employer and the Union.

22.04 No New Employees

No additional employees shall be hired by the Employer until the employees already working shall be notified of the proposed technological changes and allowed a training period, as mutually agreed, to acquire the necessary knowledge or skill for retraining under employment.

ARTICLE 23: DISCIPLINE

23.01 Where an employee is disciplined causing a reprimand to be documented and placed on the employee's file, such documents shall be retained on file for a maximum time period following the date of the reprimand in accordance with this section:

Oral reprimand	1 year
Written reprimand	3 years
Suspension	5 years

23.02 Should no further disciplinary action be taken during the time periods specified herein, the document shall then be removed from the file and forwarded to the employee concerned for destruction.

23.03 Any further disciplinary action taken during the periods specified herein shall cause all documented reprimands to be retained on the employee's file until the expiration of the time period applicable to the most recent documented reprimand.

23.04 The Employer shall provide the Chief Steward and the local Union Office with a copy of any written record of disciplinary action (excluding oral reprimands) which is to be recorded on the employee's file.

ARTICLE 24: SEVERANCE PAY

24.01 Employees shall be entitled to receive severance pay in accordance with the following provisions for completed years of employment.

- (a) An employee who is terminated for cause shall not be paid severance pay.
- (b) On layoff, rejection on probation and nonculpable discharge, a permanent employee with one (1) or more years of continuous service shall receive severance pay in the amount of one (1) week of pay for each preceding complete year of employment to a maximum of ten (10) weeks, less any period in respect of which severance pay was previously paid.

ARTICLE 25: CONSTRUCTION INDUSTRY REHABILITATION FUND

The District of Port Hardy shall contribute two cents (2¢) per hour for each employee to the Construction Industry Rehabilitation Fund.

IN WITNESS WHEREOF:

The parties hereto have executed this Agreement

This _____ day of _____, **2005**.

CORPORATION OF THE DISTRICT OF
PORT HARDY

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

APPENDIX "A": HOURLY WAGE RATE

CLASSIFICATION	<u>2005</u>	<u>2006</u>	<u>2007</u>
Working Foreman	27.23	27.68	28.18
Journeyman Mechanic	25.40	25.85	26.35
Operator III	22.89	23.34	23.84
Operator II	22.28	22.73	23.23
Operator I	20.45	20.90	21.40
Parks & Maintenance Person II	22.28	22.73	23.23
Parks & Maintenance Person I	20.45	20.90	21.40
Labourer III	19.30	20.75	21.25
<i>(Labourer II will automatically move to a Labourer III classification after 130 continuous working days in a Labourer II position.)</i>	(effective Feb. 6, 2005)		
Labourer II	18.90	19.35	19.85
Labourer I	18.58	19.03	19.53
Summer Students *	9.00	9.00	9.00

* To be paid \$1.00 above minimum hourly wage under the Employment Standards Act and \$0.50/hour increase for each completed season with the District of Port Hardy.

APPENDIX "B" JOB DESCRIPTIONS

CHARGEHAND

1. NATURE AND SCOPE OF WORK

A CHARGE HAND may be appointed when the Director of Operational Services or the Operational Services Working Foreman feels that there is a need for a higher level of supervision that would normally be supplied in the course of a project or where three or more employees were required to be continuously supervised.

2. TYPICAL DUTIES AND RESPONSIBILITIES

- a. Assists and is responsible to the supervisor in planning and supervising the maintenance of any or all operations normally carried out by the District of Port Hardy.
- b. Supervises, delegates, organizes and assists with the safe (i.e. compliance with safety policies and WCB regulations) completion of the day to day work in order to achieve the goals that are identified by the Director of Operational Services of the Operational Services Working Foreman.
- c. Uses initiative and good judgement in problem solving situations.
- d. Assists the supervisor with estimates, plans, schedules, time cards and implements work.
- e. Performs all of the duties and responsibilities of a Labourer, Operator I and Operator II in the equipment or water/waste field.
- f. Other related duties as assigned from time to time.

3. QUALIFICATIONS

As per Operator I & II in the Job Descriptions in the Contract agreement.

4. ABILITIES

- a. As per Operator I & II Job Descriptions in the Contract agreement.

EQUIPMENT OPERATOR I , II, III

OPERATOR I - EQUIPMENT

1. NATURE AND SCOPE OF WORK

Under the direction of his/her supervisor, this position is responsible for the skilled operation and operator servicing of equipment listed in paragraph "2.b". In addition, this position will be required to operate with a reasonable degree of proficiency all equipment listed in paragraph "2.C". This position is also required to perform all or any of the responsibilities of a labourer from time to time.

2. TYPICAL DUTIES AND RESPONSIBILITIES

- a. Performs all of the duties and responsibilities of a labourer.
- b. Skilled operation of the following vehicles and equipment:
 - dump trucks of up to 10 cu.m. capacity with or without air brakes
 - flusher/vacuum truck
 - farm tractor and accessories
 - utility trucks up to 1 ton size
 - sand/salt spreaders
 - front and underbody snow plows
- c. Semi-skilled operation of the following vehicles and equipment:
 - grass cutting vehicles and equipment
 - compressors
 - generators
 - gas and/or electric pumps
 - jack hammers (air or electric)
 - compactors (plate, wheeled or hand)
 - rubber-tired loaders and loader/backhoes
 - sewer augers
 - street sweepers

- other related similar vehicles and equipment
- d. Operator servicing of vehicles and equipment by:
- lubricating
 - refueling
 - washing and cleaning
 - assisting mechanic as required
 - maintain vehicle logs and records
- e. Assist in the installation, maintenance and repairs of water, drainage and sewer lines, manholes, hydrants, catch basins, etc.
- f. Other related duties as may be assigned.

3. QUALIFICATIONS

- a. Hold a valid B.C. Drivers Licence (Class III with air).
- b. Completion of grade 12 education.
- c. Experience as an equipment operator, operating similar equipment in a similar position is desirable.

4. ABILITIES

- a. Must be physically capable of carrying out assigned duties in all weather conditions.
- b. Must be able to communicate effectively in both oral and written form, in English, with other employees, supervisors and the general public.
- c. Must be able to carry out assigned tasks and duties with a minimum of direction and/or supervision.
- d. Must be able to exercise courtesy and tact when dealing with employees and public.
- e. Must be able to work safely in accordance with Workers Compensation Board Regulations and District Policy.

Note: An Operator I will be advanced to Operator II after the following criteria have been met:

1. Two years minimum in the position of an Operator I
2. Meet the qualifications of an operator II position.

OPERATOR II - EQUIPMENT

1. NATURE AND SCOPE OF WORK

Under the direction of his/her supervisor, this position is responsible for all of the duties and responsibilities of an Equipment Operator I. In addition this position will be responsible for the skilled operation of all equipment listed in paragraph "2.C". This position will also be re operate with a reasonable degree of proficiency, all equipment listed in paragraph "2.D". He/she will also be required to supervise up to two (2) junior employees on occasion in related duties on routine maintenance tasks.

2. TYPICAL DUTIES AND RESPONSIBILITIES

- a. Performs all of the duties and responsibilities of a labourer.
- b. Performs all of the duties and responsibilities of an Equipment Operator I.
- c. Skilled operation of the following vehicles and equipment:
 - street sweeper
 - rubber tired loaders and loader/backhoes
 - dump trucks up to 10 cu.m. capacity with or without air brakes
 - flusher/vacuum trucks
 - farm tractor and accessories
 - utility trucks up to 1 ton size
 - salt/sand spreaders
 - front and underbody snow plows
- d. Semi-skilled operation of the following vehicles and equipment:
 - grass cutting vehicles and equipment
 - compressors
 - generators
 - gas and/or electric pumps
 - jack hammers (air or electric)
 - compactors (plate, wheeled or hand)
 - road graders

- sewer augers
 - other related, similar vehicles and equipment
- e. Operator servicing of vehicles and equipment by:
- lubricating
 - refueling
 - washing and cleaning
 - assisting mechanic as required
 - maintain vehicle logs and records
- f. Assists in the installation and repairs of water, drainage and sewer lines, manholes, hydrants, catch basins, etc.
- g. Other related duties as may be assigned.

3. QUALIFICATIONS

- a. Hold a valid B.C. Drivers Licence (Class 3 with air).
- b. Completion of grade 12 education.
- c. Experience as an equipment operator, operating similar equipment in a similar position and the ability to plan and estimate work is desirable.

4. ABILITIES

- a. Must be physically capable of carrying out assigned duties in all weather conditions.
- b. Must be able to communicate effectively in both oral and written form, in English, with other employees, supervisors, and the general public.
- c. Must be able to carry out assigned tasks and duties with a minimum of direction and/or supervision.
- d. Must be able to exercise courtesy and tact when dealing with employees and public.
- e. Must be able to work safely in accordance with Workers Compensation Board Regulations and District Policy.

NOTE: An Operator II will be advanced to Operator III after the following criteria have been met:

- 1. An Operator III position is open.

2. Two Years minimum in the position of an Operator II
3. Meet the qualifications of an Operator III position.

OPERATOR III - EQUIPMENT

1. NATURE AND SCOPE OF WORK

Under the direction of his/her immediate supervisor, this position is responsible for all of the duties and responsibilities of an Equipment Operator II. In addition, this position will be responsible for the skilled operation of all equipment listed in paragraph "2.C". This position will also assist in the training, development and assessment of junior equipment operators. He/she will also be required to supervise up to Two (2) junior employees while performing routine maintenance tasks.

2. TYPICAL DUTIES AND RESPONSIBILITIES

- a. Performs all of the duties and responsibilities of a labourer.
- b. Performs all of the duties and responsibilities of an Equipment Operator I and Equipment Operator II.
- c. Skilled operation of the following vehicles and equipment:
 - rubber tired loaders and back/hoes
 - road graders
 - street sweepers
 - dump trucks of up to 10 cu. m. capacity
 - flusher/vacuum truck
 - farm tractor and accessories
 - utility trucks up to 1 ton size
 - salt/sand spreaders
 - front and underbody snow plows
 - other related similar vehicles and equipment
- d. Operator servicing of vehicles and equipment by:
 - lubricating
 - refueling

- washing and cleaning
 - assisting mechanic as required
 - maintain vehicle logs and records
- e. Assisting in the installation, maintenance and repair of water, drainage and sewer lines, manholes, hydrants, catch basins, valves, etc
 - f. Assist in the training, development and assessment of junior equipment operators.
 - g. Supervise up to two (2) subordinates while performing routine maintenance tasks.
 - h. Assist in all road maintenance functions.
 - i. Other related duties as may be assigned.

3. QUALIFICATIONS

- a. Hold a valid B.C. Drivers licence (Class 3 with air).
- b. Completion of grade 12 education.
- c. Considerable experience as an equipment operator in a similar position on similar equipment is essential.

4. ABILITIES

- a. Must be physically capable of carrying out assigned duties in all weather conditions.
- b. Must be able to carry out assigned tasks and duties with a minimum of direction and/or supervision.
- c. Must be able to communicate effectively in both oral and written form, in English, with other employees, supervisors and the general public.
- d. Must be able to exercise courtesy and tact when dealing with employees and public.
- e. Must be able to estimate and plan work for small projects.
- f. Must be able to work safely in accordance with Workers Compensation Board Regulations and District Policy.

JOURNEYMAN MECHANIC

1. NATURE AND SCOPE OF WORK

Under the direction of his/her supervisor, this position is responsible for the maintenance

and repairs of a wide variety of gasoline and diesel powered equipment such as, motor graders, backhoes, front end loaders, dump trucks, tractor trucks, street sweeper, pumps, generators, farm tractors and all related attachments. Also responsible for the maintenance and repairs to small motors on pumps, compressors, compactors, mowers, etc. This position is also responsible for the maintenance and day-to-day operation of the District repair shop as well as possible works at water or wastewater facilities and all records pertaining to Operational Services equipment and machinery. He/she will also be required to supervise up to two (2) employees on occasion in related duties on routine maintenance tasks.

2. TYPICAL DUTIES AND RESPONSIBILITIES

a. Maintenance of vehicles and equipment by:

- maintaining vehicle and equipment log books and records of servicing and of operation
- instructing and training personnel in the proper care and uses and servicing of vehicles and equipment.
- inspecting vehicles and equipment in accordance with maintenance schedules in order to determine worn or damaged components.
- establishing and maintaining vehicle and equipment maintenance schedules.
- performing routine maintenance on vehicles and equipment by replacing worn or damaged components, lubrication and servicing, adjustments of components and minor body repairs.

b. Repairs of vehicles and equipment by:

- dismantling and re-assembling vehicles and equipment in order to repair or replace broken or worn components.
- operation of both gas and electric welding equipment.
- instruction and direction of personnel assisting.
- estimating repair or replacement costs.

c. Purchasing, with financial limitation, and maintaining tools, equipment and spare parts as may be required for the efficient operation of the District shop.

d. Maintenance of and operation of the District repair shop by:

- practicing and ensuring safe working conditions in the shop area.
- maintaining, repairing and securing of shop tools.
- maintaining and securing of shop stock.

- maintaining and securing of shop, warehouse and storage areas.
- e. Operation of all Operational Services vehicles and equipment with a reasonable degree of proficiency when required.
- f. Other related duties as may be assigned.

3. QUALIFICATIONS

- a. Hold a valid B.C. Drivers Licence (Class 3 with air).
- b. Completion of grade 12 education.
- c. Experience as an equipment operator is desirable.
- d. Possess valid, pertinent tradesman certification in both gasoline and diesel engines.
- e. Possess valid, pertinent inspection certification for vehicles or equipment.

4. ABILITIES

- a. Must be physically capable of carrying out assigned duties in all weather conditions.
- b. Must be able to communicate effectively in both oral and written form, in English, with other employees, supervisors, and general public.
- c. Must be able to exercise courtesy and tact when dealing with employees and public.
- d. Must be able to carry out assigned tasks and duties with a minimum of direction and/or supervision.
- e. Must be able to work safely in accordance with Workers Compensation Board Regulations and District Policy.
- f. Must be able to estimate, plan, schedule and supervise work.

LABOURER I

1. NATURE AND SCOPE OF WORK

Under the direction of his/her immediate supervisor, the position is responsible for a variety of unskilled, manual tasks and duties. These tasks and duties are usually physical in nature and require the use of simple tools and equipment. Tasks and duties of a Laborer are normally carried out under the direction of a more senior employee or a supervisor.

2. TYPICAL DUTIES AND RESPONSIBILITIES

- a. Assists, as a “helper”, to personnel of other or higher classifications to carry out their responsibilities.
- b. Operates equipment such as chain saws, weed eaters, push/self propelled lawn mowers, pickup trucks, farm tractors, jack hammers, cut-off saws, compactors and other similar equipment.
- c. Performs routine manual tasks such as:
 - clearing brush from roadways and ditches
 - weeding and grass cutting
 - crack and pothole filling
 - refuse and litter pickup
 - sweeping and cleaning
 - cleaning and maintenance of facilities/buildings
 - unloading and moving of supplies
 - clearing/cleaning of culverts and ditches
 - replacing/installing road and traffic signs
 - painting of roads, signs and structures
 - hand excavations and backfilling
 - shoveling snow and sanding sidewalks
 - directs traffic, places barricades and warning devices
 - Assists in the installation of water, drainage and sewer lines, manholes, hydrants, catch basins, valves, etc.
 - Other related duties as may be assigned.

3. QUALIFICATIONS

- a. Hold a valid B.C. Drivers Licence.
- b. Completion of Grade 12 Education.

4. ABILITIES

- a. Must be physically capable of carrying out assigned duties in all weather conditions.
- b. Must be able to communicate effectively in both oral and written form, in English, with other employees, supervisors and the general public.
- c. Must be able to operate manual and automatic transmission vehicles.
- d. Must be able to exercise courtesy and tact when dealing with employees and public.
- e. Must be able to work safely in accordance with Workers Compensation Board Regulations and District Policy.

NOTE: A Labourer I will automatically move to a Labourer II rate after 130 continuous working days in a Labourer I position.

PARKS/MAINTENANCE - OPERATOR I & II

PARKS/MAINTENANCE - OPERATOR I

1. NATURE AND SCOPE OF WORK

Under the direction of his/her supervisor, this position is responsible for a variety of unskilled and semi-skilled tasks related to the maintenance of all civic grounds in the District. Also responsible for the maintenance of playgrounds, flower beds, shrubs, hedges and playing fields in the District. He/she will also be required to supervise up to one (1) junior employee on occasion while performing maintenance tasks.

2. TYPICAL DUTIES AND RESPONSIBILITIES

- a. To perform all of the responsibilities and duties of a labourer.
- b. Fertilizing, weeding, liming, top dressing, aeration and irrigation of parks, boulevards, lawns, planters, playgrounds, playing fields and flower beds.
- c. Planting and pruning of flowers, shrubs, trees and grasses.
- d. Operates and performs operator servicing on push mowers, power mowers, tractor mowers, ride on mowers, weed eaters, spray equipment, aerators, fertilizer spreaders and seeding equipment.
- e. Operates and performs operator servicing on tractor mounted boom type flail mowers and utility trucks up to 1 ton.
- f. Other related duties as may be assigned.

3. QUALIFICATIONS

- a. Hold a valid B.C. Drivers Licence.
- b. Completion of grade 12 education.
- c. Certificate of horticulture from a recognized Community College or University .
- d. Experience in landscaping, parks maintenance, or related areas is desirable.

4. ABILITIES

- a. Must be physically capable of carrying out assigned duties in all weather conditions.
- b. Must be able to communicate effectively in both oral and written form, in English, with other employees, supervisors, and general public.
- c. Must be able to carry out assigned tasks and duties with a minimum of direction and/or supervision.
- d. Must be able to exercise courtesy and tact when dealing with employees and public
- e. Must be able to operate manual and automatic transmission vehicles.
- f. Must be able to plan and schedule work.

PARKS/MAINTENANCE - OPERATOR II

1. NATURE AND SCOPE OF WORK

Under the direction of his/her supervisor, this position is responsible for a variety of semi-skilled and skilled tasks related to the maintenance of all civic properties within the District. Also responsible for maintenance of playgrounds, flower beds, shrubs, hedges and playing fields in the District. He/she will also be required to supervise up to two (2) employees on occasion while performing routine maintenance tasks.

2. TYPICAL DUTIES AND RESPONSIBILITIES

- a. Performs all of the responsibilities and duties of a Labourer.
- b. Performs all of the responsibilities and duties of a Parks/Maintenance person Operator I.
- c. Ensures that all parks, boulevards, grassed areas and grounds, flower gardens, plants, shrubs, hedges and trees that are the responsibility of the District are maintained to the standards established by the District.
- d. Prepares work schedules, plans and carries out the seasonal requirements of all areas under his/her jurisdiction with regards to:

- material requirements.
 - cutting schedules.
 - irrigation, fertilizing, pruning, etc.
 - maintenance and repairs of playground equipment, fences, backstops, etc.
- e. Purchases necessary materials related to and performs any noxious weed control that may be required.
- f. Ensures that all installed equipment, mobile equipment, and tools within his/her jurisdiction are maintained and serviced.
- g. Performs all supervisory functions pertaining to any personnel placed in his/her charge. These functions are:
- assigning work
 - inspection and monitoring performance.
 - ensuring time sheets and vacation schedules are submitted.
 - makes recommendations regarding commendations or disciplinary actions.
- h. Conducts inspections of parks facilities as per the District Risk Management Policy.
- i. Purchases, within limitation, all necessary materials and small tools required to carry out his/her responsibilities.
- j. Other related duties as may be assigned.

3. QUALIFICATIONS

- a. Hold a valid B.C. Drivers Licence (Class 3 with air).
- b. Completion of grade 12 education.
- c. Certificate of horticulture from a recognized community college or university.
- d. Hold a valid current pesticide and herbicide applicator's licence.
- e. Experience in a similar position is desirable.

4. ABILITIES

- a. Must be physically capable of carrying out assigned duties in all weather conditions.
- b. Must be able to communicate effectively in both oral and written form, in English, with other employees, subordinates, supervisors, and general public.

- c. Must be able to carry out assigned tasks and duties with a minimum of direction and/or supervision.
- d. Must be able to exercise courtesy and tact when dealing with employees and public.
- e. Must be able to estimate, plan and schedule work.

WORKING FOREMAN

1. NATURE AND SCOPE OF WORK

Under the general direction of the Director of Operational Services, this position is responsible for the efficient day-to-day operation of the Operational Services Department in the District of Port Hardy. This position requires co-ordination and monitoring of personnel, equipment and materials. The person in this position is allowed independence of judgement in dealing with work problems and delegates tasks as required. There is a requirement to prepare oral and written schedules, reports and sketches and this position assumes responsibility for efficient day-to-day operation of all Operational Services functions.

2. TYPICAL DUTIES

- a. Supervises the operation of the Operational Services Department.
- b. Supervises, estimates, plans, forecasts, schedules and assigns work, in writing, on a work calendar, in a daily, weekly, monthly and yearly format in cooperation with the Director of Operational Services.
- c. Maintains and monitors Department parts inventory.
- d. Assists the Director of Operational Services in preparing annual budgets.
- e. Supervises, delegates, organizes and assists with the safe (i.e. in compliance with safety policies and WCB regulations) completion of the day to day work in order to achieve the goals and set levels of service that have been provided for in the annual budget.
- f. Maintains accurate records and operation data in an organized fashion.
- g. Maintains "as-built" records of installations and records of work performed and reads and understands plans and blueprints as required.
- h. Submits weekly work reports to the Director of Operational Services summarizing daily activities highlighting any problems.
- i. Ensures all time cards are properly coded before submitting them to the Accounting/Purchasing Clerk.

- j. Maintains current knowledge of water, wastewater and drainage bylaws and checks for possible violation that may have an adverse effect on the water quality wastewater effluent quality or drainage effluent quality.
- k. Assists with employee performance reviews.
- l. Assesses and analyzes water, drainage and wastewater equipment failures or malfunctions, and makes recommendations and/or decisive action in order to make repairs or remedy emergent situations in a cost effective and efficient manner while trying to minimize disruption of service or risk of liability.
- m. Trains staff, instructs crews, and assists in the department maintenance function as required.
- n. Is responsible for purchasing equipment and necessary supplies in cooperation with the Director of Operational Services.
- o. Assists in preparing maintenance contracts and inspects work for conformance to specifications.
- p. Be able to perform all the duties and responsibilities of a Labourer, Operator I- W/WW, Operator II- W/WW, and Operator III- W/WW.
- q. Appoint chargehands as required within the terms of the Collective Agreement.
- r. Make recommendations regarding commendations and/or disciplinary actions for department employees.
- s. Other duties as may be assigned.

2. QUALIFICATIONS

- a. Hold a valid B.C. Drivers Licence.
- b. Completion of grade 12 education.
- c. Hold a Class III certificate in either Water Treatment, Water Distribution, Wastewater Treatment or Wastewater Collection as awarded by the Environmental Operators Certification Program and a Chlorine Certification with the same program.
- d. Have extensive hands on and supervisory experience in the Operational Services field.
- e. Voluntarily hold a Workplace Leadership Skills Certificate or successful completion of the Certificate Program (6 homestudy courses) offered through a recognized university or community college.

3. ABILITIES

- a. Must be physically capable of carrying out assigned duties in all weather conditions.

- b. Must be able to communicate effectively in both oral and written form, in English, with other employees, supervisors and the general public.
- c. Must be able to carry out assigned tasks and duties with a minimum of direction and/or supervision.
- d. Must have the ability to maintain pleasant relations with the public, even under adverse conditions or circumstances and must be able to exercise courtesy and tact when dealing with employees and public.
- e. Must have the ability to correctly decipher, interpret, understand and transmit both verbal and written instructions to subordinates and supervisors.
- f. Must have the ability to estimate, plan, schedule, assign, direct and supervise work.

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN:

DISTRICT OF PORT HARDY

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

It is understood that:

The District of Port Hardy can, from time to time, use volunteer labour, employment programs, grants and other funding opportunities to carry out special projects and regular programs that benefit the community.

Agreed this _____ day of _____, **2005**.

CORPORATION OF THE DISTRICT OF
PORT HARDY

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115
