

COLLECTIVE AGREEMENT

BETWEEN

CITY OF QUESNEL

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1050

June 8/2005 - June 7/2010

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THIS AGREEMENT made this _____ day of _____, 2005.

BETWEEN: THE CITY OF QUESNEL
A Municipality duly incorporated under the Statutes of the Province of British Columbia (hereinafter called the "City")

OF THE FIRST PART

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1050
Chartered by the Canadian Union of Public Employees (hereinafter called the "Union")

OF THE SECOND PART

WHEREAS it is the intent and purpose of the parties hereto that this Agreement will promote and improve the industrial economic relationship between the City and the Union and set forth herein the basic agreement covering rates of pay, hours of work and conditions of employment to be observed between the parties hereto, PROVIDED that except as otherwise provided in this Agreement, the management, supervision and control of the City's operation and the direction of the working force shall remain an exclusive management function subject always to the grievance procedure contained in this Agreement.

USE OF TERMS:

MASCULINE OR FEMININE - The masculine or feminine gender may be used interchangeably throughout this Agreement. Whenever one gender is used, it shall be construed as meaning the other if the facts or context require.

SINGULAR OR PLURAL - wherever the singular is used the same shall be construed as meaning the plural if the facts so require.

ARTICLE 1 - RECOGNITION OF THE UNION AS BARGAINING AGENT

1.01 The City, or anyone authorized to act on its behalf, recognizes the Union, or anyone authorized to act on its behalf, as the sole collective bargaining agency for all its employees as certified by the Labour Relations Code and hereby consents and agrees to negotiate with the Union or any authorized committee thereof in any and all matters affecting the relationship between the said City and its employees who are covered by this Agreement.

ARTICLE 2 - WORK OF THE BARGAINING UNIT

- 2.01 Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for the purposes of instruction, experimenting or emergencies when regular employees are not available, and provided that the act of performing the aforementioned operation in itself does not reduce the hours of work or pay of any employee.

ARTICLE 3 - NO OTHER AGREEMENTS

- 3.01 No employee who is covered under Article 1 of this Agreement shall be required or permitted to make any written or verbal agreement with the City or its representatives, which may conflict with the terms of the Collective Agreement.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 The City agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfers, layoffs, recall, discipline, discharge, or otherwise, by reason of age, sex, race, creed, colour, national origin, political or religious affiliation, marital status, nor by reason of his membership or activity in the Union.

4.02 Personal or Sexual Harassment

The Employer and the Union recognize the right of employees to work in an environment free from personal or sexual harassment, and agree to cooperate in attempting to resolve in a confidential manner all complaints of harassment which may arise in the workplace.

Any complaint or allegation of harassment at the workplace will first be dealt with in compliance with The City of Quesnel's policy on harassment. Any complaint or allegation of harassment at the workplace which is not satisfactorily resolved, shall be dealt with by the parties through the grievance procedure commencing at Step 3.

The Employer undertakes to discipline any person whether employed by the Employer or representing the Employer, shown to be engaging in personal or sexual harassment of another employee.

ARTICLE 5 - UNION SECURITY

5.01 Every employee who is now or hereafter becomes a member of the Union, shall maintain his membership in the Union as a condition of his employment and every new employee whose employment commences hereafter shall, on commencement of his employment, apply for and maintain his membership in the Union as a condition of employment.

5.02 The City agrees to acquaint new employees with the fact that an Agreement between the parties is in effect including those conditions of employment set out in Articles 5 and 6 dealing with Union Security and Union Dues and Fees Deductions. New employees shall be presented with a copy of the Agreement, Application for Union Membership Card, and Dues Deduction Authorization Card, by the City on commencement of employment.

5.03 Union Meeting Attendance

Elected Union officers working shift work shall be permitted to attend Union meetings scheduled during their working hours, with no loss in pay, provided every attempt is made by the Union not to interfere with the work schedule. If time away from work is required, the elected Union officer shall submit the request in writing to their immediate supervisor, one (1) week in advance when reasonably possible.

ARTICLE 6 - UNION DUES AND FEES DEDUCTIONS

6.01 The City agrees that it will during the life of this Agreement deduct monthly from the pay of all Union members covered by the bargaining unit, such dues, initiation fees and assessments as authorized by regular and proper vote of the membership of the Union, and to transmit the total of the amounts so deducted to the Secretary-Treasurer of the Union on or before the tenth (10th) day of each month, along with a list of the employees in respect to whom such deductions have been made.

- 6.02 Deductions shall begin once a new employee has commenced work and the total annual Union deductions shall be calculated by the City and employee provided with a receipt.

ARTICLE 7 - NEW EMPLOYEES

- 7.01 On commencing employment, an employee's immediate supervisor shall introduce the new employee to his Union Steward or representative.

ARTICLE 8 - CORRESPONDENCE

- 8.01 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass between the City Manager or designate and the President of the Union.

ARTICLE 9 - BARGAINING COMMITTEE AND LABOUR/MANAGEMENT COMMITTEE

9.01 Bargaining Committee

- (a) A Bargaining Committee shall be appointed to consist of not more than four (4) members of the City as appointees of the City and not more than four (4) members of the Union as appointees of the Union.
- (b) Any matters pertaining to the rates of pay, hours of work, working conditions, collective bargaining, etc., shall be referred to the Bargaining Committee for discussion and possible settlement.

9.02 Labour/Management Committee

- (a) A Labour/Management Committee shall be established consisting of up to four (4) representatives of the Union and up to four (4) representatives of the City. The Committee shall enjoy the full support of both parties in the interest of improved service to the public and job security for the employees.
- (b) The Labour/Management Committee meetings shall take place on a quarterly basis, which is to mean every third month, or whenever requested by either party.

- (c) Minutes of Labour/Management Committee meetings shall be jointly signed and posted on all bulletin boards, such signatures to indicate acknowledgement of topics of discussion only.
- (d) The Committee shall concern itself with the well being of the City of Quesnel as a whole but more particularly, with those matters as listed below:
 - (i) Considering constructive criticisms of all activities involving employees so that better relations shall exist between the City and the employees.
 - (ii) Improving and extending services to the public.
 - (iii) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
 - (iv) Correcting conditions causing grievances and misunderstandings.
- (e) In the event of either party wishing to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement, however such meeting must be held not later than ten (10) calendar days after the request has been given.
- (f) Any representative of the Union on this Committee who is in the employ of the City shall have the privilege of attending meetings of the Committee which will be held within working hours without loss of remuneration. In the event a meeting continues past the regular hours of work, no additional wages shall be paid to committee members.

9.03 Each party to this Agreement shall have the right to the assistance of any additional representative when dealing or negotiating with the other party.

ARTICLE 10 - WAGES, SALARIES AND CLASSIFICATIONS

10.01 The classification of employees covered by this Agreement and wages and salaries to be paid to such employees shall be set out in Schedules "A", "B" and "C" which are attached hereto and which are hereby

declared to form part of this Agreement.

10.02 New employees engaged on an hourly rate shall be entitled to the basic rate of pay for the appropriate classification as set out in the said Schedules "A", "B" and "C".

10.03 (a) If a new position is created for which no classification exists, the wages for such new position and the classification thereof shall be established by agreement and when so established shall be deemed to have been set out in the said Schedules "A", "B" and "C". If agreement cannot be reached, the matter shall be referred to arbitration under Article 12. Any change in rate resulting from discussion between the parties or following a reference to arbitration shall be retroactive to the date the new position was created.

(b) If the Union claims that the duties of an existing classification have been changed to an extent sufficient to alter the classification and/or rate, the Union may request to meet with the City to review the classification and/or rate. If within thirty (30) calendar days of the submission of such request, which shall be in writing, mutual agreement cannot be reached, the difference may be referred to arbitration under the provisions of Article 12. Any change in rate resulting from discussions between the parties or following a reference to arbitration shall be retroactive to the date that the duties of the classification changed.

10.04 Paydays will be at noon on every second Friday, with rates of pay indicated by direct-deposit slips.

10.05 Substitution Pay

In the event an employee is required to work more than one classification during a shift, he/she shall be paid for the entire shift at the highest rate worked during that shift.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 Election of Stewards

In order to provide an orderly procedure for the settling of grievances, the City acknowledges the right of the Union to appoint or select stewards

whose duties shall be to assist an employee which the steward represents in preparing and presenting his grievance in accordance with the grievance procedure.

The Union shall notify the City in writing of the name of each steward.

11.02 Grievance Committee

The stewards so elected shall constitute the Grievance Committee so long as they remain employees or until their successors are named.

11.03 Permission to Leave Work

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

In addition, no steward shall, in the performance of his/her duties of investigating disputes, interfere with the work of any employee, without first obtaining the permission of the supervisor of such employee, which permission shall not be unreasonably withheld.

11.04 Definition of Grievance

A grievance under this Agreement shall be defined as any difference or dispute between the City and any employee or the Union, or a case where the City has allegedly acted unjustly.

11.05 Settling of Grievances

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

Step 1 - An employee who believes he has a complaint or a difference shall discuss this matter with the immediate Management Supervisor

within seven (7) working days of first becoming aware of the grievance and the Supervisor shall respond within five (5) working days of the discussion.

The grievor has the right to have a shop steward present.

- Step 2 - A grievance not settled at Step 1 above may be referred, in writing, within five (5) working days by a Union Representative to the appropriate Department Director or to a nominee appointed by him. The parties shall meet as soon as possible to investigate and attempt to resolve the grievance. The Employer shall reply in writing stating reason for the decision within five (5) working days of the date of the receipt of written referral to Step 2.
- Step 3 - A grievance not settled at Step 2 may be referred in writing by the Union to the City Administrator within five (5) working days. Arrangements for the hearing with the City Administrator or his designate will be made within five (5) working days and the City Administrator will respond in writing within five (5) working days after the hearing. Within five (5) days of receiving the City Administrator's response the Union will notify the City Administrator or his designate of its acceptance or rejection of the reply.
- Step 4 - A grievance not settled at Step 3 may be referred to City Council to be heard by a Committee composed of three Council members. Such application shall be in writing and may provide the Committee with the Union's argument on the matter. Within five (5) working days after the grievance has been heard by the Committee of Council, the Union will be notified of the Committee's decision.
- Step 5 - A grievance not settled at Step 4 may be referred to Arbitration within five (5) working days of receipt of notification of the council's decision. Such notice shall be in writing directed to the City Administrator.

11.06 Policy Grievances

Where a dispute involving a general application or interpretation occurs and where a group of employees or the Union has a grievance, the first and second steps of the grievance procedure may be bypassed.

11.07 The Union May Initiate a Grievance

The Union and its representatives have the right to originate a grievance for an employee or a group of employees.

11.08 Replies to Grievances

Replies to grievances shall be in writing at all stages and state reasons.

ARTICLE 12 - ARBITRATION

12.01 If a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, Vince Ready, or a substitute agreed to by the parties, shall at the request of either party:

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the difference

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

12.02 Composition of Board of Arbitration

After the grievance procedure has been followed and no settlement reached, then either party may request that the grievance be submitted to arbitration. The request shall be made in writing, addressed to the other party of the Agreement. Within five (5) working days thereafter each party shall name an arbitrator to an arbitration board and notify the other party of the name and address of its appointee and these two (2) appointees shall endeavour to agree upon and name a Chairman. If the recipient of the notice fails to appoint an arbitrator or if the two

(2) appointees fail to agree upon a Chairman within five (5) working days, the appointment shall be made by the Minister of Labour upon the request of either party.

12.03 Board Procedure

The Board may determine its own procedure but shall give full opportunity to all parties to present evidence and make representation to it. The Board shall commence its proceedings within five (5) days after the Chairman is appointed. It shall hear and determine the difference or allegation and render its decision within ten (10) days from the time of commencement of proceedings. The decision of the majority shall be the decision of the Board.

12.04 Decision of the Board

The decision of the Board of Arbitration shall be final and binding on all parties but in no event shall the Board of Arbitration have the power to alter, modify or amend this Agreement in any respect. Should the parties disagree as to the meaning of the decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within three (3) days.

12.05 Expenses of the Board

Each party shall pay:

- (a) the fees and expenses of the arbitrator it appoints;
- (b) one-half (½) of the fees and expenses of the Chairman.

12.06 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedures may be extended by consent in writing of all parties to this Agreement.

12.07 Witness

At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witness and any other witnesses. The City agrees that any written statement against any member of the Union by another

member of the Union shall not be used in grievances, arbitration, or any other matter excepting accident matters, that could be detrimental to employees or the Union. All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the City's premises to view any working conditions which may be relevant to the settlement of the grievance. The party subpoenaing witnesses shall be responsible for the cost of the witness.

12.08 Attendance at Arbitration

Two (2) representatives of the Union and the grievor(s) shall be entitled to attend at arbitrations without loss of pay and benefits.

12.09 Expedited Arbitration

By mutual agreement of the parties, an unresolved grievance proceeding to arbitration may be referred instead to an expedited or "fast-track" arbitration, which shall be chaired by a mutually agreed-to arbitrator, who shall agree to have the hearing be governed by the following criteria:

- (a) No legal counsel will be used by either party. The Union will use elected officers of the Local or a National Representative. The Employer will use either its excluded staff or its consultant.
- (b) The parties will try to arrive at a prepared, agreed-to statement of facts for joint presentation to the arbitrator.
- (c) Formal rules of evidence will be waived except for the rule of "onus".
- (d) The procedure guidelines for expedited arbitration are agreed to be as follows:

(1) Opening Statement

The précis of the issues will set out the case from each party's perspective. The appointee will seek at this point to define the real issue and to determine what evidence is agreed to and what is not.

(2) Hearing

Sufficient witnesses shall be called to ensure the facts and allegations are adequately canvassed. Where it is an issue of credibility or conflicting evidence, key individuals may be required by the appointee to testify.

(3) Argument

The parties will not cite exhaustive arbitral jurisprudence but will normally refer to Brown & Beatty or Palmer for summary purposes.

(4) Decision

If an attempt at a mediated settlement fails or is not appropriate, and if the ensuing arbitral decision can be rendered after a short deliberation, the arbitrator will do so.

ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE

13.01 Discharge or Suspension Procedure

Any employee may be suspended or discharged only for just cause. The procedure for initiating discharge or suspension shall be as follows:

- (a) The employee to be suspended or discharged shall be relieved of duties with pay terminating at time of relief of duties.
- (b) Unless instructed otherwise at the time of relief of duties, the employee to be suspended or discharged shall return to work at the commencement of his next regular shift and shall continue to work his regular shift until advised in writing of the disciplinary action to be taken. This advice shall be given within seven (7) working days of the initial relief of duties. This time limit may be extended should additional investigative time be required.

An employee who considers himself to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under the grievance procedure. The first step of the grievance procedure shall be omitted in such case.

13.02 Compensation for Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his former position without loss of seniority and shall be compensated for all time lost in an amount equal to his normal straight time earnings during the pay period preceding such discharge or suspension or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration if the matter is referred to such a Board.

13.03 Warnings

- (a) The City agrees to give written particulars of any warning, censure, suspension, dismissal or other disciplinary matters to the Union unless the employee requests otherwise.
- (b) The record of an employee shall not be used against him/her at any time in the following instances:
 - (i) When twenty-four (24) months have elapsed since a suspension provided there has been no recurrence of a similar infraction.
 - (ii) When twenty-four (24) months have elapsed since the issuance of a letter of reprimand provided there has been no recurrence of a similar infraction.
- (c) Employees shall be permitted access to their personnel files at a time mutually agreed upon between the employee and the employee's supervisor. Upon the request of an employee, material of an adverse or disciplinary nature shall be removed from the employee's own personnel file after twenty-four (24) months providing there has been no material of a similar nature added during that period.

13.04 Unjust Suspension or Discharge

In cases of discharge and discipline the burden of proof of just cause shall rest with the City.

13.05 Crossing of Picket Line During Strike

The City agrees that no employee shall be required to cross a legal picket line except to provide emergency service.

13.06 Notice of Absence from Work

All employees who must absent themselves from work, when scheduled to report to work, must notify their immediate supervisor prior to the commencement of their normal shift, unless notification is not possible.

ARTICLE 14 - SENIORITY

14.01 Seniority Defined

Seniority is defined as the length of service in the bargaining unit. Part-time and casual employees shall accumulate seniority in proportion to the hours worked.

14.02 Seniority List

The City shall maintain the seniority list showing the date on which each employee's service commenced, after completion of the probationary period. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January and July of each year.

14.03 Definition of Employees

(a) Regular Full-Time Employee

Regular full-time employee shall be defined as a person who satisfactorily completes the probationary period with the City and who is employed on a regular full-time basis. Regular full-time employees shall enjoy all provisions of the Collective Agreement, with their seniority date being recognized as the date of hire.

(b) Regular Part-Time Employees

Regular part-time employee shall be defined as a person who satisfactorily completes the probationary period with the City and who is employed on a regular basis less than thirty-five (35) hours per week for employees at City

Hall and forty (40) hours per week for all other employees of the City.

Regular part-time employees shall enjoy all provisions of the Collective Agreement, with seniority date being recognized at the date of hire.

Regular part-time employees working less than twenty-six (26) hours per week shall accumulate seniority on an hourly basis.

Regular part-time employees working less than twenty-six (26) hours per week shall receive one dollar (**\$1.00**) per hour in lieu of health and welfare benefits.

(c) Seasonal Employees

Seasonal employee shall be defined as a person who satisfactorily completes the probationary period with the City and who is employed on a seasonal basis in the summer or winter months. Seasonal employees can be working on a regular full-time or regular part-time basis. Seasonal employees shall enjoy all provisions of the Collective Agreement, with the seniority date being recognized as the date of hire. Seasonal employees shall be paid out their vacation entitlement as per Article 21.03.

Seasonal part-time employees working less than twenty-six (26) hours per week shall receive one dollar (**\$1.00**) per hour in lieu of health and welfare benefits.

Seasonal part-time employees working less than twenty-six (26) hours shall accumulate seniority on an hourly basis.

(d) Casual Employees

Casual employee shall be defined as a person who is employed on a day to day basis, or on call. Casual employees shall be hired as temporary replacement necessitated by illness, injury, leave of absence, vacation, or temporary filling of a vacancy.

In all cases, duration of casual employment shall not exceed sixty (60) continuous working days, unless the period is extended by mutual

agreement.

Casual employees shall accumulate seniority on an hourly basis.

Casual employees shall receive one dollar (**\$1.00**) per hour in lieu of all benefits, and shall receive compensation for benefits (vacation, statutory pay) as per the applicable Employment Standards Act.

(e) Probationary Employees

Regular employees shall be on a probationary period of ninety (90) calendar days from the date of hiring. The probationary period may be extended by mutual agreement.

Regular employees working less than twenty-six (26) hours per week and casual employees shall be on probation for the first three hundred and sixty (360) hours of work, or until six (6) months expire from the date of hire, whichever comes first. In no case shall the probationary period be less than three (3) months.

During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement except Superannuation and as provided in Article 26.03. After completion of the probationary period, seniority shall be effective from the original date of employment. This shall not apply to employees on special projects agreed to by the Union.

14.04

Loss of Seniority

An employee shall not lose seniority rights if he is absent from work because of sickness, accident, layoff or leave of absence approved by the City. An employee shall only lose his seniority in the event:

- (a) He fails to return to work within seven (7) calendar days following a layoff after being notified by registered mail to do so unless through sickness or other just cause. It shall be the responsibility of the employee to keep the City informed of his current address.
- (b) He is laid off for a period longer than one (1) year.

- (c) **A casual employee has not worked for the City for more than one (1) year.**
- (d) **He is discharged for just cause.**
- (e) **He voluntarily terminates his employment with the City of Quesnel.**

14.05 Transfers and Seniority Outside the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside the bargaining unit, he shall retain his seniority acquired at the date of leaving the unit but will not accumulate any further seniority. If such an employee later returns to the bargaining unit he shall be placed in a job consistent with his seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

ARTICLE 15 - PROMOTIONS AND JOB POSTINGS

15.01 Job Postings

When a vacancy of a permanent or temporary nature occurs or a new position is created inside the bargaining unit, the City shall notify the Union in writing and post notice of the position on all bulletin boards for a minimum of five (5) working days in order that all members will know about the position and be able to make written application therefore.

For the sake of this Article, a temporary vacancy shall be defined as a temporary vacancy period of more than forty-five (45) days in duration.

If a regular employee fills the temporary position, any associated vacancies created as a result do not require a job posting. The associated vacancy will be filled by seniority and qualifications from within the department. If there is no employee in the department who is qualified or willing to fill the vacancy, the vacancy may be filled by seniority and qualifications from another department. If there is no employee qualified or willing to fill the vacancy from another department, the employer may fill the vacancy with a casual employee.

Upon completion of the temporary vacancy period, all employees shall be returned to their former position(s) held prior. The aforementioned process will apply in filling non-posting vacancies of less than forty-five (45) days.

If a regular employee fills the temporary position and is unable to complete the term they must provide two weeks notice to their immediate supervisor.

15.02 Information on Postings

Such notice shall contain the following information: nature of position, qualifications, and rate of pay. These qualifications may not be established in an arbitrary or discriminatory manner. The postings shall state "This position is open to all female and male applicants."

15.03 No Outside Advertising

No outside advertising for additional employees shall be made until present employees have had full opportunity to qualify, unless written agreement is reached with the Union. The Union agrees to expedite any such requests received from the Employer.

15.04 Method of Making Appointments

In making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority having the required qualifications and ability, within a period of ten (10) working days of closing of job posting.

15.05 Trial Period

The successful applicant shall be placed on trial for a period of twenty (20) working days or thirty (30) calendar days, whichever is longer. Conditional on satisfactory service this trial promotion shall become permanent after the period of thirty (30) calendar days. Extensions of the trial period may be made by mutual agreement between the Employer and the Union. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period or if an employee finds himself unable to perform the duties of the new job classification, he shall be returned to his former position without loss of seniority and wage or salary. Any other employees promoted or transferred

because of the re-arrangement of positions shall also return to their former positions without loss of seniority and wage or salary.

15.06 Filling of Vacancies on a Temporary Basis

Notwithstanding any other provisions of this Agreement, whenever a new or vacant position requires immediate filling, the City will select an employee taking into account seniority, qualifications and employee preference to such opening. The City agrees such filling of position shall be deemed to be "pending posting" and said position shall be posted within twenty (20) calendar days.

15.07 Union Notification

The Union shall be notified of all appointments, hirings, layoffs, transfers, recalls and terminations of employment.

ARTICLE 16 - LAYOFF AND RECALL

16.01 Layoff and Rehiring Procedure

- a) Both parties recognize that job security shall increase in proportion to the length of service and ability; therefore, in the event of layoff, the employees shall be laid off in the reverse order of their seniority within the job classification in the department affected. A seasonal employee within a job classification in the department, will be laid off first, followed by regular part-time, or regular full-time employees in that job classification.
- b) Any regular full-time or part-time employee laid off may bump a junior employee within the same department, providing the employee exercising the seniority right has the required qualifications and ability to perform the work. Any seasonal employee laid off may bump a junior seasonal employee within the department, providing the employee exercising the seniority right has the required qualifications and ability to perform the work.
- c) If the laid off employee is not qualified or able to bump within his/her department, the employee may then bump elsewhere in the bargaining unit in the organization, providing

the employee has the qualifications and ability to perform the work. **If a laid off seasonal employee is not qualified or able to bump within his/her department,** the seasonal employee may then bump a junior seasonal employee elsewhere in the bargaining unit in the organization, providing the seasonal employee has the qualifications and ability to perform the work.

- d) A regular part-time, seasonal, or casual employee cannot exercise their right to bump into a regular full-time position. An employee wishing to exercise their seniority under (b) and, or (c), must submit their request in writing to their immediate supervisor within five (5) working days of receiving the layoff notice. The written request shall include the request to bump and the position(s) to be bumped.
- e) Bumped or laid off employee(s) shall be entitled to regular layoff notice as per section 16.03 of the contract and will be entitled to exercise their right under paragraph (b) and (c).
- f) A laid off or bumped employee who has the required qualifications and ability to perform the work for the position they wish to bump into, shall receive a trial period as per Article 15.05.
- g) Article 16.03 does not apply to casual employees.
- h) Employees shall be recalled in the order of seniority PROVIDED that they have the qualifications and ability to perform the available work.

If an employee is recalled to work, either from layoff status, or from a seasonal position in another department, and the employee refuses, Article 14 will be effective from the date the employee was recalled to work.

16.02 No New Employees

No new employees will be hired until those laid off have been given an opportunity of re-employment.

16.03 Notice of Layoff

An employee about to be laid off shall be given two (2) weeks notice of layoff. An employee having completed three (3) years service or more shall receive one (1) additional week's notice for each additional year of service to a maximum of eight (8) weeks.

ARTICLE 17 - HOURS OF WORK

17.01 Normal Working Time

a) Public Works

Normal working time shall be eight (8) hours per day between the hours of 7:00 a.m. and 5:00 p.m. with one-half (1/2) hour off for lunch with the exception of **the afternoon shift winter maintenance positions agreed to in the Southills agreement, the sweeper /sand-truck and the storekeeper** classifications as enumerated in Schedule "A" and **Letter of Understanding 2**. The hours of commencement shall be determined by mutual agreement. Any eight (8) hour shift is to be completed within nine (9) hours. The regular work week shall be Monday to Friday inclusive **except for the year round utility weekend shift worker**, and shall constitute forty (40) hours work in five (5) days except in the seven (7) day operations of the arena during winter schedule, sanitary landfill, and any other abnormal operation which may be negotiated and mutually agreed upon by the two parties.

Afternoon Shift winter maintenance workers shall work 4 p.m. to 12:30 a.m. Monday to Friday. The year round utility worker shall work Wednesday to Friday inclusive 8 hours per day between the hours of 7:00 a.m. and 5:00 p.m. and Saturday and Sunday between the hours of 6:00 a.m. and 2:30 p.m. with one half (1/2) hour for lunch.

Employees hired into identified positions after June 8, 2005

Employees shall be required to work any five (5) consecutive days followed by two (2) consecutive days of rest, the first day of rest to be equivalent to Saturday and the second to Sunday. They shall be required to work any eight (8) consecutive hours between the hours of 6:00 a.m. and 1:00 a.m. with one half (1/2) hour off for lunch. Shift differential shall be payable in accordance with Article 17.04.

For clarity, the above paragraph shall be restricted to vacancies that may result in the Public Works Equipment Operator classifications and shall only apply to winter snow plowing or sanding operations. (November 1 through March 31). This clause shall not apply when employees are forced to bump into the Public Works Equipment Operators classifications as a result of a layoff of a regular full time Public Works employee.

b) City Hall

Normal working time for City Hall staff shall be seven (7) hours between the hours of 8:30 a.m. and 4:30 p.m.

c) Bylaw Enforcement

The Bylaw Enforcement Officer may have hours, which are after the regular hours, in which case a shift premium shall apply.

d) City Landfill

◆ Hours of Operation

Mon.-Tues.	8:00 a.m.-4:30 p.m.
Wed.-Sun.	9:00 a.m.-5:30 p.m.
Stat. Holidays	Closed

◆ Hours of Work - Landfill Equipment Operator

Mon.-Fri.	9:00 a.m.-5:30 p.m.
Stat. Holidays	Closed

e) City Airport

Normal working time shall be between the hours of 6 a.m. to 9 p.m., based on an eight (8) hour, and/or ten (10) hour shift pattern. Start and stop times may vary with agreement between the Employer, the Union and the Employees.

f) Commercial Garbage Trucks

Normal working time for commercial garbage trucks will be Tuesday to Saturday inclusive, from 6:00 a.m. to 2:30 p.m.

g) Other hours of work are found in the Schedules.17.02 Minimum Hours

An employee reporting for work on his regular shift shall be paid his regular rate of pay for two (2) hours if he does not commence work for any reason beyond his control and shall be paid for a minimum of four (4) hours if he commences work.

17.03 Break Period

All employees shall be permitted a ten (10) minute rest period in both the first and second half of a shift.

17.04 Shift Differential

Any shift other than day shift as defined in Article 17 shall be paid at the rate of sixty cents (\$.60) per hour on the afternoon shift, and eighty cents (\$.80) per hour on night shift, over and above the rate for that classification. All arena shifts shall be rotated except where impossible to so do.

17.05 Facilities Maintenance Workers 3

Facilities Maintenance Level 3 Workers will work a 10 hour shift schedule including four (4) days on duty and three (3) days off. The maximum number of hours to be worked during a two-week pay period is eighty (80) hours. The rate of pay shall be straight time for all hours worked, except overtime, statutory holidays and call out time pursuant to the Collective Agreement.

Should an employee be scheduled to work on a statutory holiday, the employee shall receive Ten (10) hours pay at the appropriate overtime rate, in addition to the holiday pay to which the employee is entitled. Should the statutory holiday occur on a day off, the employee will receive the respective number of hours pay at straight time only, as per the regular shift pattern scheduled (i.e. eight (8) hours, or ten (10) hours, or twelve (12) hours.

ARTICLE 18 - OVERTIME

18.01 For those employees who are willing and able to do the work, overtime shall be distributed on a seniority basis within the department, among the employees who normally perform the work. If no

employee within that department is able and willing to work the overtime, the work shall be distributed according to the general seniority list. **The list of departments for distribution of overtime is attached as below:**

Those departments shall be:

- Utilities
- Mechanical
- Carpenters
- Gardeners
- Garbage Collection & Disposal
- Public Works Equipment Operators
- Sidewalk Sweeping
- Engineer Technician
- Public Works Clerk 1
- Labourers
- Cemetery

For departments not listed above, past practice will Prevail.

If overtime cannot be filled from within the Public Works department the Employer may offer overtime to Qualified employees outside the Public Works department.

- (a) All hours worked after eight (8) hours shall be considered overtime until a break of seven (7) hours occurs and shall be paid at the rate of time and one-half (1½) of the employee's hourly rate for the first three (3) hours immediately after the termination of the regular shift after which it shall be double time. However, the return to work immediately after a granted meal break does not constitute a "call-out".
- (b) Any employee called to court duty as a witness on pre-scheduled overtime, shall be paid a two (2) hour minimum at time and one-half (1½).

18.02

All call-out overtime shall be paid at the rate of double time and shall be for a minimum of two (2) hours unless call-out is immediately preceding a regular shift, then the employee shall be paid double time only for the time worked prior to his shift.

- 18.03 Call-out overtime prevails when an employee reports for and works overtime during a period of time not immediately following completion of his regular shift. For the purpose of this Agreement, call-out shall not be considered as a shift. All call-out starts at the time the employee arrives at work.
- 18.04 All hours worked on a statutory, civic or proclaimed holiday shall be paid at the rate of double time in addition to the holiday pay to which the employee is entitled.
- 18.05 No layoff to compensate for overtime; employees shall not be required to lay off during regular hours to equalize any overtime work.
- 18.06 Employees whose work week is from Monday to Friday shall be paid at the rate of time and one-half (1½) for the first three (3) hours worked on Saturdays and double time thereafter, and double time for all hours worked on Sundays.
- 18.07 Employees whose work week is from Tuesday to Saturday shall be paid at the rate of time and one-half (1½) for the first three (3) hours worked on Sundays and double time thereafter, and double time for all hours worked on Mondays.
- 18.08 Banked Overtime

For overtime worked, an employee upon request shall be given the option of choosing one of the following as disposition of overtime pay:

- (a) Payment in cash.
- (b) Bank time off work at the appropriate overtime rate.
- (c) Payment at straight time for half of the overtime worked and bank the balance owing to him.

Overtime banked in any year must be taken by April 30th of the following year. Any banked overtime not taken by April 30th will be paid out in cash. Banked overtime in excess of eight weeks shall be paid out.

All banked overtime must be taken at a time mutually agreeable between the Employer and the employee.

18.09 Overtime Meal Allowance

An employee required to work four (4) hours overtime shall be provided with a meal allowance of Ten Dollars (\$10.00). The employee shall receive a meal allowance of Ten Dollars (\$10) for each subsequent consecutive four (4) hours or portion thereof.

ARTICLE 19 - STAND-BY PROVISIONS

19.01 Where employees are required to stand by to be called for duty under conditions which restrict their normal off-duty activities, they shall be compensated as follows:

- (a) Two (2) hours pay at his regular rate for each normal work day on which the employee was on stand-by and also worked his regular shift.
- (b) Three (3) hours pay at his regular rate for each day of rest or statutory holiday on which the employee was on stand-by.

19.02 The provisions of subsection 19.01 shall not apply to an employee who is on stand-by and who is called for duty. Such employee shall, however, be paid for all time worked outside the scheduled hours constituting his normal work day at the applicable overtime rate with a minimum guarantee of three (3) hours work or three (3) hours pay. This guarantee shall not apply when the duties extend into the employee's normal working hours.

19.04 Airport Employees

Where the Employer requires an employee to be available on standby during off-duty hours, Article 19.01 shall apply.

ARTICLE 20 - STATUTORY HOLIDAYS

20.01 List of Holidays

The City recognizes the following as paid holidays:

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

and any other day proclaimed as a holiday by the federal, provincial or municipal governments.

20.02 Holidays Falling on Days of Rest

If a general holiday falls on a day that is a non-working day for an employee, the employee shall be given a holiday with pay at some other time and not later than his next annual holidays or on termination of his employment, whichever first occurs.

20.03 Holidays During Vacation

If one of the above-mentioned holidays falls during an employee's annual vacation, he shall be granted an additional day's vacation for such holiday in addition to his regular vacation time.

20.04 Statutory Holidays

All employees to be entitled to pay for any one of the above-mentioned holidays, unless they run consecutively, shall be required to have begun work thirty (30) calendar days prior to such holiday and shall be required to work the full shift both prior to and following any of the statutory holidays enumerated above, except for absence occasioned by illness, compensation or authorized leave of absence.

ARTICLE 21 - VACATIONS

21.02 Length of Vacations

The scheduling and taking of vacations shall be on a calendar year basis. "Calendar year", for the purpose of this Agreement, shall mean the twelve (12) month period from January 1, to December 31 inclusive.

- (a) After one (1) year of continuous service, employees shall be granted three (3) weeks' vacation with pay and in each year thereafter, up to and including the fourth (4th) year, they shall be granted three (3) weeks' vacation with pay.
- (b) Upon completion of four (4) years of continuous service, all employees shall receive in addition to the provisions outlined in section (a) immediately preceding, one (1) additional day of vacation for each additional year of service up to a maximum of **thirty five (35) days'** vacation,

in accordance with the following schedule:

<u>Years</u>	<u>Working Days' Vacation With Pay</u>
5	16
6	17
7	18
8	19
9	20
10	21
11	22
12	23
13	24
14	25
15	26
16	27
17	28
18	29
19	30
20	30
21	33
25 and over	35

- (c) In the twentieth (20th) year of service, an employee shall be entitled to one (1) additional week of vacation to be taken in a one-week block in that year.

In the thirtieth (30th) year of service, an employee shall be entitled to one (1) additional week of vacation. This shall be considered "long service bonus", and upon the thirty-first (31st) year, the employee shall revert to the prior year's vacation entitlement.

- (d) All vacation requests shall be submitted in writing to the employee's supervisor by April 1st of each year for vacation scheduling purposes. Vacation requests received on or before April 1st will be considered on a seniority basis, vacation requests received after April 1st will be on a first come, first serve basis.

The Employer will confirm the approval of vacation request dates for each employee, or discuss alternate dates with the employee. Vacation schedules will be finalised on or before May 31st of each year. If an employee has received approval for vacation from the Employer prior to May 31st, the employee who received the approval first will be eligible for the

entitlement regardless of seniority.

21.02 Preference in Vacation

The employees shall be granted their vacation as far as possible during the period preferred by the employee and during the year of entitlement. By mutual agreement, vacation time may be arranged in any month of the calendar year. However, in the event of conflict of vacation date preference, the choice then shall be determined by seniority.

21.03 Seasonal Employees

Employees terminating employment or employed on a seasonal basis, or a part-time basis who work less than twenty-six (26) hours per week as defined in Article 14.03, shall receive vacation pay proportionate to that received by employees with regular continuous service. Payment for the vacation entitlement shall be on a bi-weekly basis and will not be eligible for scheduled vacation days.

Based on annual earnings:

1 - 5 years of service (6%) six percent vacation pay
5 -15 years of service (8%) eight percent vacation pay
Over 15 years of service (10%) ten percent vacation pay

A seasonal employee who is awarded a regular full-time or part-time position, will accrue vacation on a pro-rated basis for those hours worked as a seasonal employee. This accrual will form part of the employee's annual vacation entitlement as a regular full-time or part-time employee.

If a seasonal employee is awarded a full-time or part-time position, the service as a seasonal employee will be deemed to be continuous provided there has been no break in service in excess of twelve (12) months.

21.04 Illness During Vacation

Sick leave may be substituted for vacation where it can be established by the employee that an illness or injury occurred while on vacation. A doctor's certificate may be requested.

21.05 Deferred Vacation Entitlement

Each employee shall be entitled to bank a maximum of five (5) working days of vacation time for the purposes of vacation in the following year, upon written application to the Manager of Human Resources prior to November 30th.

ARTICLE 22 - SICK LEAVE

22.01 Upon completion of their probationary period employees will be eligible to claim, **eight (8) days** for the calendar year.

Upon completion of their probationary period, seasonal employees will be eligible to claim three (3) days sick leave for the season upon which that employee is called to work. If such employees work beyond a six (6) month period in any one (1) year, they will accumulate additional sick leave on a prorated basis according to the hours worked.

Part time employees shall be eligible to claim sick leave prorated to their hours of work.

Employees being accepted on the weekly indemnity plan shall be paid their wages for the **four (4) day** waiting period. Once accepted on the wage indemnity plan, an employee's sick leave bank shall be reimbursed the **four (4) day** waiting period.

Each employee entitled to sick leave provisions can accumulate up to **Sixteen (16)** sick leave days in a bank for future use, **In addition to current year's entitlement.**

22.02 Dental Appointments

Employees requesting time off for a dental appointment shall be allowed time off with pay, which shall be deducted from sick leave in one-hour increments. Three (3) days notice is required, except in an emergency.

22.03 Time Off for Medical Appointments

Employees requesting time off for a bona fide medical examination appointment **in town** will be allowed time off with pay to a maximum of two (2) hours per visit, twice annually if required.

Employees will be permitted to use time from their

sick bank if they are referred to a medical practitioner outside of Quesnel up to a maximum of two appointments per year. Proof of out of town appointment must be provided if requested by the employer.

The employee requesting time off for a medical examination appointment agrees to provide, wherever reasonably possible, advanced notice of the appointment date and time, to his/her immediate supervisor.

22.04 Family Illness

Where no one at home other than the employee can provide for the needs during an illness of a member of his/her immediate family an employee shall be entitled after notifying his/her supervisor to use a maximum of THREE (3) accumulated sick leave days per year.

ARTICLE 23 - LEAVE OF ABSENCE

23.01 Leave for Union Business

- (a) Where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the City or with respect to a grievance, they shall suffer no loss of pay for the time so spent. Such permission will not be unreasonably withheld.
- (b) When permission has been granted for employees to leave work to administer the affairs of the Union, the City shall continue to pay the employees their regular rate of pay, including benefits, and shall bill the Union for the amount of wages and benefits involved, excluding the Employer's share of such benefit premiums.
- (c) Requests for leave under (b) above shall be forwarded in writing to the Human Resources Manager for approval. The Union agrees to provide, wherever reasonably possible, at least two (2) weeks advanced notice, of the date(s) of such leave.

23.02 Union Conventions

Leave of absence for a maximum of **five (5)** employees without pay and without loss of seniority shall be

granted upon request to the City employees elected or appointed to represent the Union at conventions or seminars, provided that all **five (5)** employees are not from the same department, **and subject to operational requirements, such approval not to be unreasonably withheld.** The Union agrees to provide, wherever reasonably possible, at least two (2) weeks advanced notice, of the dates of such leave, to the Human Resources Manager. The Union shall reimburse the City for those hours the employee is absent.

23.03

Leave for Union and Public Duties

- (a) A limit of one (1) employee elected or selected for a full-time position with the Union or any body with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without loss of seniority and without pay by the City for a period of up to one (1) year. Such leave may be renewed each year on request during *his/her* term of office. A request must be in writing to the City Manager or designate, and when possible reasonable notice shall be given.
- (b) Leave without pay shall be granted during regular working hours for employees who are publicly-elected officials to perform the duties of their office. The request must be in writing to the City Manager or designate, and when possible reasonable notice shall be given.

23.04

Bereavement Leave

- (a) An employee shall be granted upon request, three (3) regularly scheduled consecutive working days leave without loss of salary or wage in the case of the death or serious illness of the parent, spouse, **FIANCE** brother, sister, child, **OR WARD** mother-in-law, father-in-law, grandparent, step-child, brother-in-law, sister-in-law **UNCLE, or AUNT**. An additional two (2) days with pay shall be provided if required for travel.
- (b) A minimum of two (2) days with pay shall be provided if required for travel that is in excess of two hundred and fifty (250) kilometres from the City limits.
- (c) **Bereavement leave of two (2) regularly scheduled consecutive working days without loss of salary**

shall be granted to attend the funeral of a relative with whom the employee has held a long term close relationship.

- (d) Employees may apply for additional bereavement leave with/without pay when circumstances warrant.

23.05 Mourner's Leave

- (a) Four (4) hours' leave shall be granted without loss of salary or wages to attend a funeral as a mourner in Quesnel.
- (b) One full day leave shall be granted without loss of salary or wages to attend a funeral as a pallbearer or as a mourner out of town.

Provided that an employee shall give at least one (1) day's notice to the City.

23.06 Jury Duty

In the event of an employee being required to serve on a jury or being called for jury duty, or being subpoenaed as a witness, such employee shall continue to receive his or her regular pay for all regular work days that attendance is required.

For employees whose regular work week includes shifts scheduled on a Saturday or Sunday, such employees will receive pay equivalent to their normal weekly hours of work provided only that attendance is required by the Court on their normal day(s) of rest. If such attendance is not required, then they will be expected to work their normal scheduled weekend shift.

The above provisions apply PROVIDED THAT such employee shall turn over to the City immediately, or cause to be turned over to the City immediately, any allowance received for serving on such jury or acting as such witness, but not including legitimate travel, food or lodging expenses incurred when travelling outside of Quesnel.

23.07 Education Leave

Leave of absence with pay and without loss of seniority shall be granted to allow an employee time to write examinations to improve qualifications in the service of the Employer.

23.08 General Leave

The City shall grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the City Manager. Seniority shall not accumulate during leaves of absence in excess of three (3) consecutive months.

Benefits provided by the City will be suspended after three (3) months of a leave of absence unless the employee elects to continue such benefits by paying both the employee's and the City's portion of the premiums.

It is understood that vacation entitlement shall not accumulate once an employee has been on an approved leave of absence for greater than one (1) month.

23.09 Maternity/Paternity Leave

Maternity leave shall be granted in accordance with the provisions of the Employment Standards Act.

ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES

24.01 Pay During Temporary Transfer

When an employee substitutes temporarily on any job, he shall receive the rate for the job or his regular rate, whichever is the greater. When an employee is, in an emergency, assigned temporarily to a position having a lower rate, his rate shall not be reduced until after ten (10) consecutive working days.

ARTICLE 25 - JOB SECURITY

25.01 Job Security

The City has the right, subject to the other provisions of this Agreement, to decide how and by whom any work is to be performed. However, in the exercise of this right, the City will not contract work out that results directly in the layoff of any

employee from the bargaining unit.

ARTICLE 26 - BENEFITS

26.01 Benefits

As of December 8, 2003 The City shall provide and pay ninety-five percent (95%) of the premium cost of the following insurance benefits:

- (a) Life insurance to an amount equal to double (2x) the employee's earnings to a maximum of two hundred thousand dollars (\$200,000)
- (b) Accidental death and dismemberment benefits to a principal amount equivalent to life insurance.
- (c) Weekly income benefits at seventy-five (75%) percent of regular wages to a maximum of Five Hundred and Twenty-five Dollars (\$525) per week commencing on the first day for accident and the fourth day of illness for a maximum benefit period of twenty-six (26) weeks.
- (d) Dental benefits equivalent to MSA Plans as follows:
 - Plan A - 100%
 - Plan B - 80%
 - Plan C - **100%**, to a lifetime maximum of five thousand dollars (**\$5000**).
- (e) Extended health benefits include eye care option of Four Hundred Dollars (\$400) per person per twenty-four month period. *Effective the first day of the month following ratification.*
 - i) Employee(s) purchasing a hearing aid, shall be provided coverage to one thousand dollars (\$1000) per a twenty-four (24) month period. If the health and welfare plan does not provide this coverage, the Employer will reimburse the employee, upon submission of the receipt, the balance up to a maximum of one thousand dollars (\$1000) in the form of a general payment.
 - ii) **Eye care examinations for adults only up to one hundred dollars (\$100) per twenty-four month period.**
 - iii) **A combined total of \$500 annually for**

chiropractor and/or massage therapy visits.

- (f) Provincial Medical Services Plan.
- (g) **BLUE NET CARD: with 80% coverage**
- (h) **Seniority while on WCB: the Employee shall continue to receive all benefits and shall continue to accrue seniority and vacation credit entitlements while on Workers Compensation benefits. Maximum vacation accrual while on WCB benefits shall be limited to one year's entitlement.**

26.02 The City shall provide long-term disability income benefits at sixty-five percent (65%) of regular wages to a maximum of **two thousand five hundred dollars (\$2500)** per month commencing **after 26 weeks** of disability to age sixty-five (65), and the employee shall pay one hundred percent (100%) of the premium costs.

26.03 Provision of the above benefits is subject to the City as policy holder obtaining a reputable underwriter; to any and all conditions imposed by such underwriter regarding individual insurability, pre-existing conditions, definitions of disability and detailed specification of benefits; to time delays associated with securing an underwriter; and the accrual of any and all reductions in employee payroll deductions for statutory benefits, resulting from the introduction of the foregoing benefits, to the City.

26.04 The Employer shall investigate on the employee's behalf any unreasonable delay in payment of insurance benefits.

26.05 Benefit Underwriters

The City and the Union agree to discuss and change underwriters of the benefits package if either the UBCM plan or the CUPE benefits trust can provide the present or improved benefits at a competitive cost. Each underwriter will be consulted and any changes will be made only by mutual agreement between the parties.

26.06 Benefit Continuance

When an employee who is in the second year of employment is absent from work due to layoff, illness or accident, the benefits set forth in 26.01, except 26.01(c), shall be maintained for a period up to a maximum of six (6) months and thereafter the employee must make arrangements with the Employer to continue group coverage up to an additional six (6) months if the plan permits, at the employee's expense. Laid off employees who are employed full-time with another employer shall not be eligible for the Employer's share of the cost. Employees in their first year of service may elect to continue benefit coverage at the employee's cost, if the plan permits, for a period up to a maximum of twelve (12) months.

No new employees hired into seasonal positions after June 8, 2005 will be eligible for benefits while on layoff.

26.07 Part-time and Casual Benefits

All part-time and casual employees shall receive an additional **one dollar (\$1)** per hour of their total earnings in lieu of benefits.

26.08 Employee and Family Assistance Program

The Employer shall provide an EFAP which is suitable to the Union. The premium shall be borne one hundred percent (100%) by the Employer.

26.09 Medical Travel Plan

The City agrees to establish a travel fund, for the purpose of providing interest free loans to employees up to a maximum of \$1,000 for medical travel purposes. All terms and conditions of this lean shall be clearly set out in the Policy, and approved by the Joint Committee.

This Policy will be established within 60 days of ratification of the new agreement, and will form part of the Collective Agreement.

ARTICLE 27 - OCCUPATIONAL HEALTH AND SAFETY

27.01 Union/Employer Health and Safety Committee

A Health and Safety Committee shall be established which is composed of an equal number of Union and Employer representatives, but with a minimum of two

Union and two Employer members. The Health and Safety Committee shall hold meetings as requested by the Union or by the Employer for jointly considering, monitoring, inspecting, investigating, and reviewing health and safety conditions and practices and to improve existing health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union.

27.02 Health and Safety Committee Pay Provisions

Time spent by members of the Committee in the course of their duties shall be considered as time worked and shall be paid for in accordance with the terms of the Agreement.

27.03 Injury Pay Provisions

An employee who is injured during working hours, and is required to leave for treatment or is sent home as a result of such injury, shall receive payment for the remainder of the shift at his/her regular rate of pay without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

27.04 Right to Refuse

Employees shall have the right to refuse unsafe work pursuant to Section 8.24 of the Occupational Health and Safety Regulations.

27.06 Industrial First Aid Premium

- a) Designated employees possessing an Industrial First Aid ticket shall receive seventy cents (\$0.70) per hour. Holding a minimum of a current Occupational First Aid III Certificate.
- b) Other employees designated as back-up and who are required to have a First Aid ticket, shall be paid a premium of twenty cents (\$.20) per hour as stand-by for all hours worked. If the back up Attendant is appointed by the Employer to act in the absence of the designated First Aid Attendant, or is required to act on the job site due to an emergency situation, the back-up shall receive seventy cents (\$.70) per hour.
- c) In order to maintain the currency of their tickets, the Employer shall pay one hundred

percent (100%) of the cost of the original certification for those employees formally designated and who are successful in obtaining an Occupational First Aid Ticket, and provide leave to attend the course, to a maximum of two attendants. Additional attendants designated shall receive reimbursement for the cost of the re-certification.

- d) In selecting First Aid Attendants and their back-up, in addition to qualifications, ability, and seniority, the following criteria shall be considered;
 - i) Whether the employee's other work is such that he/she will be able to promptly render first-aid in a clean and sanitary condition; and
 - ii) Whether his/her other work is such that he/she will not be prevented from seeing or hearing any summons from the job site indicating that his/her services are required.

27.06 Working Alone

No employee shall be required to work alone on night shift unless suitable precautionary measures have been taken.

27.07 Immunization

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

ARTICLE 28 - GENERAL CONDITIONS

28.01 Accommodations

Accommodations shall be provided for employees to have their meals and keep their clothes as they are presently located.

The following shall be provided:

- (a) Lockers
- (b) Washroom
- (c) Lunchroom

28.02 Bulletin Boards

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

28.03 Fire Insurance

The City shall provide fire insurance covering the tools owned by employees and used in the performance of their duties with the City. It shall be the responsibility of the employee to provide the City with a complete and current list together with the value of all tools owned by them and kept on the City's premises.

28.04 Protective Clothing

- (a) The City agrees to provide coveralls for sanitation crews, mechanics, and RCMP custodians. The City will also supply rain gear for all outside employees. Cost of laundering or cleaning shall be paid for by the City.
- (b) The City agrees to keep a supply of coveralls and gloves available for use of the employees on hazardous or general dirty duties. The Storekeeper will be responsible for the distribution of these coveralls and gloves.
- (c) Employees will be required to show evidence of the return of the coveralls, gloves and rain gear upon completion of the specific job.
- (d) The Employer shall supply each new full-time Guard or Matron four (4) shirts and two (2) pairs of pants. Each following year the Employer shall supply two (2) shirts and one (1) pair of pants.
- (e) Work Boots

The Employer shall provide up to **seventy five Dollars (\$75)** per year reimbursement upon receipt for the cost of protective work boots for part-time employees, **one hundred dollars (\$100)** for full-time employees requiring boots under WCB. Work boots which are destroyed in the course of duties shall be replaced at the Employer's expense.

28.05 Job-Related Liability Protection

Should legal proceedings be taken against an employee as a result of his employment with the Employer, he will be reimbursed by the Employer for legal expenses incurred in his defence against such proceedings and shall suffer no loss of pay for time so spent.

28.06 Wellness Pass

Employees actively at work shall receive upon request a ten (10) visit pass to the arena or recreation center a maximum of six times per year on a cost share basis (50% Employer paid). The pass may be used by the employee or their immediate family members.

ARTICLE 29 - PENSIONS

29.01 Pensions

The City is required by statute to provide pension coverage through the Pension (Municipal) Act, Chap. 317.

ARTICLE 30 - INTERPRETATION

30.01 Wherever the singular or masculine are used in this Agreement, it shall be considered as if the plural or feminine have been used where the context of the party or parties hereto so require.

ARTICLE 31 - TRAINING PROGRAMME - Public Works

31.01 Upon application in writing to the Director of Public Works and Engineering, the City agrees to select suitable employees subject to Article 15.04 for supervised training when time permits. While being trained and until such time as these trainees are certified by the Director of Public Works and Engineering as being qualified, their hourly rate of pay will remain as the rate paid upon selection as trainees and upon qualification may be reclassified, subject to vacancy. When an employee is posted to a vacant position which requires training, a twenty (20) working day or thirty (30) calendar trial period pursuant to Article 15.05, shall be considered as a training period. The training period may be extended by mutual agreement between the Employer and the Union. Any training shall be accrued in one-half (½) day increments.

ARTICLE 32 - TECHNOLOGICAL CHANGE

- 32.01 Where the City contemplates the introduction of technological change that:
- (a) affects the terms and conditions, or security, of employment of a significant number of employees to whom the Collective Agreement applies; and
 - (b) alters significantly the basis upon which the Agreement was negotiated:
 - (i) the Union shall be given ninety (90) days' notice of such contemplated technological change;
 - (ii) the parties shall meet within the ninety (90) days to decide such matters as retraining, transfer, layoff, termination, severance pay, rates of pay and classifications;
 - (iii) failing agreement, issues remaining in dispute may be referred to arbitration under Article 12 for final resolution including the words "significant number of workers";
 - (iv) the Employer shall make all reasonable efforts to retrain employees affected by the technological change. There shall be no reduction in wages during such training. Training shall be performed at the Employer's expense, however, any voluntary upgrading shall be at the employee's expense.

ARTICLE 33 - STUDENT EMPLOYEES

- 33.01 Recognizing the temporary nature of certain work required to be done intermittently for the operation of the City, the City may hire students to carry out casual work from time to time.
- 33.02 Such work is to be paid for at an agreed-upon rate of pay and at no time shall a person carrying out such temporary or casual work displace a permanent employee. The Union agrees not to unreasonably withhold permission to hire students or special needs persons, and further agrees to expedite any such

requests received from the Employer.

ARTICLE 34 - SEVERANCE PAY

- 34.01 The parties agree that should layoffs occur, employees about to be laid off may elect to accept termination compensation based on the following:
- (a) two (2) weeks' pay where the employee has completed a period of employment of at least six (6) consecutive months;
 - (b) after completion of a period of employment of three (3) consecutive years, one (1) additional week's pay for each subsequent completed year of employment;
 - (c) an employee choosing severance pay must do so within thirty (30) days;
 - (d) an employee may elect instead of receiving severance pay, to be placed on a recall list for a period of twelve (12) months. At the expiry of the twelve (12) month period, employees who have not been recalled shall not be eligible for the above compensation;
 - (e) employees terminated as a disciplinary measure shall not be entitled to the above compensation.

ARTICLE 35 - TERM OF AGREEMENT

- 35.01 This Agreement shall be in effect from **June 8, 2005 until June 7, 2010**, and subject to the provisions hereinafter contained for termination of this Agreement, may continue in full force and effect thereafter from year to year. Either party to this Agreement within four (4) months immediately preceding the expiration of this Agreement, may by notice in writing notify the other party to this Agreement that the party giving such notice desires to change, alter or modify any of the provisions of this Agreement and to commence collective bargaining. In the event that neither party to this Agreement gives notice, then this Agreement shall remain in full force and effect from year to year thereafter until such time as either party thereto gives notice as aforesaid to the other party.

IN WITNESS WHEREOF the parties hereto have executed this Agreement

this _____ day of _____, 2005.

The Corporate Seal of the CITY
OF QUESNEL was hereunto
affixed in the presence of:

SIGNED on behalf of the
CANADIAN UNION OF PUBLIC
EMPLOYEES, Local 1050, by:

Mayor

President

City Administrator

Secretary

SCHEDULE 'A'
 Outside Employees, Airport Employees
 Classification and Hourly Wage Rates

Job Classification	June 7/05	June 8/05 3%	June 8/06 3%	Jun 8/07 3%	Jun 8/08 2.5%	June 8/09 4%
Public Works Receptionist (Clerk 1)	\$ 21.65	\$22.30	\$22.97	\$23.66	\$24.25	\$25.22
Labourer	\$ 21.31	\$21.95	\$22.61	\$23.29	\$23.87	\$24.82
Cemetery Caretaker	\$ 21.76	\$22.41	\$23.09	\$23.78	\$24.37	\$25.35
Garbage Collector	\$ 21.73	\$22.38	\$23.05	\$23.74	\$24.34	\$25.31
Storekeeper* See notation below	\$ 22.35	\$23.08	\$23.71	\$24.42	\$25.03	\$26.03
Parksman/Gardener	\$ 22.06	\$22.72	\$23.40	\$24.11	\$24.71	\$25.70
Parksman/Labourer (seasonal)	\$ 21.70	\$22.35	\$23.02	\$23.71	\$24.30	\$25.28
Landfill Attendant	\$ 21.65	\$22.30	\$22.99	\$23.66	\$24.24	\$25.22
Landfill Attendant Operator	\$ 23.81	\$24.52	\$25.26	\$26.02	\$26.67	\$27.74
Pipe Layer I	\$ 21.90	\$22.56	\$23.23	\$23.93	\$24.53	\$25.51
Pipe Layer II	\$ 22.75	\$23.43	\$24.14	\$24.86	\$25.48	\$26.50
Equipment Operator III (operates all rubber tired tractors pushing, pulling or dragging farm implements equipped with mowers, brooms, snowplows, chain saws, spray compressors and asphalt porta-patcher)	\$ 21.78	\$22.43	\$23.11	\$23.80	\$24.39	\$25.37
	\$ 22.16	\$22.82	\$23.51	\$24.21	\$24.82	\$25.81
		\$ -	\$ -			
		\$ -	\$ -			
		\$ -	\$ -			
Trades Helper – Carpentry	\$ 22.96	\$23.652	\$24.36	\$25.09	\$25.72	\$26.74
Airport Operations Supervisor	\$ 26.17	\$26.96	\$27.76	\$28.60	\$29.31	\$30.48
Airport Maintenance Specialist	\$ 23.81	\$24.52	\$25.26	\$26.02	\$26.67	\$27.74
Painter	\$ 21.65	\$22.30	\$22.97	\$23.66	\$24.25	\$25.22
Sign Painter	\$ 22.40	\$23.07	\$23.76	\$24.47	\$25.08	\$26.08
Truck Driver II (general haulage trucks of three-ton capacity, single-axle dumps, street flusher, eductor trucks)	\$ 22.21	\$22.88	\$23.56	\$24.27	\$24.88	\$25.87
		\$ -	\$ -			
		\$ -	\$ -			
Truck Driver I (air) (tandems, snow blowers, hiab trucks, special heavy equipment trucks, garbage compactor)	\$22.75	\$23.43	\$24.14	\$24.86	\$25.48	\$26.50
		\$ -	\$ -			
		\$ -	\$ -			
Sander/Sweeper Operator	\$ 23.07	\$23.76	\$24.47	\$25.21	\$25.84	\$26.87
Equipment Operator III (small crawler tractors,	\$ 22.55	\$23.23	\$23.92	\$24.64	\$25.26	\$26.27
		\$ -	\$ -			

self-propelled road roller,
fork lift trucks, hydro-flusher)

\$ - \$ -

Skid Steer Operator	\$ 22.90	\$23.59	\$24.29	\$25.02	\$25.65	\$26.67
Swamper Driver (one person)	\$ 22.95	\$23.64	\$24.35	\$25.08	\$25.71	\$26.73
Utilities Pumping Station Operator	\$ 24.10	\$24.82	\$25.57	\$26.33	\$26.99	\$28.07
Equipment Operator I (front end loader 2.6 cu yard capacity, medium crawler tractor equal to D6 or D7, road grader, backhoe, shovel or crane less than ¾ yd capacity)	\$ 23.81	\$24.52	\$25.26	\$26.02	\$26.67	\$27.74
	\$ -					
	\$ -					
	\$ -					
Engineering Technologist	\$ 26.74	\$27.54	\$28.37	\$29.22	\$29.95	\$31.15
Sub-Foreman	\$ 24.76	\$25.50	\$26.27	\$27.06	\$27.73	\$28.84
Tradesman	\$ 25.82	\$26.59	\$27.39	\$28.21	\$28.92	\$30.08
Foreman	\$ 26.17	\$26.96	\$27.76	\$28.60	\$29.31	\$30.48

A Charge-hand shall receive fifty cents (\$0.50) per hour in addition to his applicable hourly rate.

A Trainer shall receive fifty cents (\$0.50) per hour in addition to his applicable hourly rate.

~~*A Health and Safety Officer shall receive forty-five cents (\$0.45) per hour in addition to his applicable hourly rate.*~~

The hours of work of the Sweeper Operator may commence at 4.00 a.m. and end at 1.00 p.m. provided that the Sweeper Operator is paid the differential rate applicable to a night shift.

*STOREKEEPER POSITION**

This position shall receive a premium of \$1.45 per hour in addition to the hourly rate pursuant to a letter of understanding, initially dated June 12, 1995 and subsequently amended and attached forming part of this agreement.

SCHEDULE 'B'
RCMP, Arena and Museum Employees
Classification and Hourly Rates

Job Classification	June 7/05	June 8/05 3%	June 8/06 3%	Jun 8/07 3%	Jun 8/08 2.5%	June 8/09 4%
Bylaw Enforcement Officer	\$23.10	\$23.79	\$24.51	\$25.24	25.87	\$26.91
Community Policing Support Worker (Clerk II)	\$22.35	\$23.02	\$23.71	\$24.42	25.03	\$26.03
Victim Service Support Worker	\$19.24	\$19.82	\$20.41	\$21.02	21.55	\$22.41
Victim Service Program Coordinator (Clerk IV)	\$24.70	\$25.44	\$26.20	\$26.99	27.67	\$28.77
RCMP – Matron/Dispatcher	\$ -					
RCMP – Guard/Clerk I	\$21.53	\$22.18	\$22.84	\$23.53	24.11	\$25.08
RCMP – Guard	\$21.40	\$22.04	\$22.70	\$23.38	23.97	\$24.93
RCMP – Clerk/Dispatcher /Complaint Taker	\$23.05	\$23.74	\$24.45	\$25.19	25.82	\$26.85
RCMP – Janitor	\$ -					
RCMP – Steno (Clerk I)	\$19.92	\$20.52	\$21.13	\$21.77	22.31	\$23.20
RCMP – Steno (Clerk II)	\$22.35	\$23.02	\$23.71	\$24.42	25.03	\$26.03
RCMP – Clerk/Exhibit Custodian (Clerk III)	\$23.84	\$24.56	\$25.29	\$26.05	26.70	\$27.77
RCMP – PIRS Coordinator/ Court Liaison (Clerk IV)	\$24.70	\$25.44	\$26.20	\$26.99	27.67	\$28.77
Arena Concession:	\$ -					
Cashier/Receptionist	\$14.39	\$14.82	\$15.27	\$15.72	16.12	\$16.76
Recreation Services Clerk	\$19.13	\$19.70	\$20.30	\$20.90	21.43	\$22.28
Facility Maintenance Worker I	\$18.17	\$18.72	\$19.28	\$19.85	20.35	\$21.17
Facility Maintenance Worker II	\$22.48	\$23.15	\$23.85	\$24.56	25.18	\$26.19
Facility Maintenance Worker III	\$23.81	\$24.52	\$25.26	\$26.02	26.67	\$27.74
Museum Curator	\$22.50	\$23.18	\$23.87	\$24.59	25.20	\$26.21
Museum Assistant Coordinator	\$17.17	\$17.69	\$18.22	\$18.76	\$19.23	\$20.00

1. Museum Workers

Their work day shall be flexible and scheduled between the hours of 8:00 a.m. and 8:00 p.m. The work week shall be Monday to Sunday inclusive.

The following Articles of the Collective Agreement shall not apply to Museum employees:

Article 17 - Hours of Work

Article 18 - Overtime
Article 19 - Stand-by Provisions

2. Hours of Work - RCMP Employees

(a) Guards

The regular working day for Guards and Guard/Clerk 1 shall consist of eight (8) consecutive hours. Guards and Guard/Clerk 1 will be required to eat their lunch while on duty. All Guards and Guard/Clerk 1 shall receive an additional one half hour straight time pay in lieu of no relief for meal breaks.

The regular work day shall be from Monday through Sunday inclusive which shall constitute forty (40) hours work in five (5) days, in accordance with the following standard shifts:

1st Shift - Tuesday through Sunday
3:00 p.m. to 11:00 p.m.

2nd Shift - Wednesday through Tuesday
7:00 a.m. to 3:00 p.m.

3rd Shift - Thursday through Thursday
11:00 p.m. through 7:00 a.m.

(b) Clerk/Dispatchers and Clerks

The regular working day for Clerks and Clerk/Dispatchers shall consist of eight (8) hours per day between the hours of 8:00 a.m. and 4:00 p.m. with one half (½) hour off for lunch. The second shift for Clerks and Clerk/Dispatchers shall be 3:30 p.m. to 11:30 p.m. including a one half (½) hour meal break to be taken at end of shift/ The third shift shall be Saturday between the hours of 10:30 a.m. to 6:30 p.m. including one half (½) hour meal break to be taken at end of shift. The regular work week shall be Monday to Saturday inclusive which shall constitute forty (4) hours work in five (5) days.

3. RCMP employees shall be entitled to Article 17.04, Shift Differential.

4, Victim Services

The hours of work for Victim Service Program and Victim Service/Community Policing Support Worker, because of the nature of the work are flexible and shall be mutually agreed between the Program Coordinator and the Staff Sergeant and/or designate.

Both parties recognize the need to have a flexible work schedule to meet the demands and needs of the Victim Service Program which is a twenty-four (24) hour service delivery, as resources permit, to the community. Employees classified as Coordinator Victim Witness Services and Victim Service Support Worker may work any forty (40) hours from Monday to Sunday, exclusive of an unpaid one hour meal break. The work schedule mutually agreed to between the Coordinator and the Supervisor is an attempt to maximize the funding allocation received from the Attorney General and meet the service program needs until the program funding ends. The employee and the supervisor shall agree on the individual work schedule within the above range, and where there is disagreement, the supervisor shall make the decision. Volunteers may be utilized to supplement the program needs as a condition of receiving the Attorney General funding.

The maximum hours of work for the Victim Service Program shall be forty (40) paid hours per week.

If a callout occurs for the regular full-time Victim Service Program Coordinator, the RCMP Staff Sergeant, or his designate, shall authorize the callout. The remuneration for the callout shall be taken at a rate of 1½ straight time, and taken as time off in lieu as approved by the supervisor. Casual employees shall not be eligible for callout provisions.

5. Article 19 - Standby Provisions of the Collective Agreement shall not apply to:
 - (a) RCMP Employees
 - (b) Victim Services Employees
 - (c) Community Policing Employees

SCHEDULE "C"
 City Hall - Airport Employees
Classification and Hourly Wage Rates

Job Classification	June 7/05	June 8/05 3%	June 8/06 3%	Jun 8/07 3%	Jun 8/08 2.5%	June 8/09 4%
Accounts Payable Clerk (Clerk I)	\$21.65	\$22.30	\$22.97	\$23.66	\$25.25	\$25.22
Reception/Cashier (Clerk I)	\$21.65	\$22.30	\$22.97	\$23.66	\$24.25	\$25.22
Communications/Support Clerk (Clerk II)	\$22.35	\$23.02	\$23.71	\$24.42	\$25.03	\$26.03
Development Services Clerk (Clerk II)	\$ 22.35	\$23.02	\$23.71	\$24.42	\$25.03	\$26.03
Accounts Receivable Clerk (Clerk III)	\$ 23.84	\$24.56	\$25.29	\$26.05	\$26.70	\$27.77
Payroll Clerk (Clerk III)	\$23.84	\$24.56	\$25.29	\$26.05	\$26.70	\$27.77
Senior Accounting Clerk (Clerk IV)	\$24.70	\$25.44	\$26.20	\$26.99	\$27.67	\$28.77
City Planner Level I	\$25.12	\$25.87	\$26.65	\$27.45	\$28.14	\$29.26
City Planner Level II	\$27.08	\$27.89	\$28.73	\$29.59	\$30.33	\$31.54
City Planner Level III	\$29.04	\$29.91	\$30.81	\$31.73	\$32.53	\$33.83
City Planner Level IV	\$31.00	\$31.93	\$32.89	\$33.87	\$34.72	\$36.11
Building Inspector Level I	\$26.85	\$27.66	\$28.49	\$29.34	\$30.07	\$31.28
Building Inspector Level II	\$27.49	\$28.31	\$29.16	\$30.04	\$30.79	\$32.02
Senior Building Inspector	\$30.27	\$31.18	\$32.11	\$33.08	\$33.90	\$35.26

LETTER OF UNDERSTANDING No. 2
BETWEEN
CITY OF QUESNEL
AND
CUPE LOCAL 1050

~~~~~

RE: ARTICLE 17.01 - NORMAL WORKING TIME SHOP AND STORES OPERATIONS

The parties are committed to the possible implementation of a ten (10) hour shift pattern for the shop and stores operations in the public works department. The parties agree that such discussion shall take place between the parties as quickly as possible.

The parties agree that the principles guiding the ten (10) hour shift pattern shall be that no added cost shall occur for the Employer, and no loss of salary or benefits shall occur for the employee(s).

The parties agree to develop a working model to determine if the principles can be met. In the event the model can be developed, a six (6) month trial period would be implemented to determine the effectiveness of the new shift schedule.

For the City:

For the Union:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date

\_\_\_\_\_

LETTER OF UNDERSTANDING No. 4  
BETWEEN  
CITY OF QUESNEL  
AND  
CUPE LOCAL 1050

~~~~~

Re: Part-time Positions

The parties agree that wherever possible part-time positions will be combined to create full-time positions in the bargaining unit.

The parties agree to joint discussions to implement the above provision.

For the City:

For the Union:

Date

LETTER OF UNDERSTANDING No. 6
 BETWEEN
 CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1050
 AND
 CITY OF QUESNEL
 ~~~~~

Re: Contracting Out, Public - Private Partnerships

The parties agree with the principle that wherever possible and practical, work and services currently being performed by bargaining unit employees shall continue to be performed by bargaining unit employees, and that where the relative cost of providing such services is demonstrated to be the same or less than an outside contractor, such work required shall be done by bargaining unit personnel.

The parties agree to the following guidelines in the contracting out of services:

- (1) No employee shall be laid off from employment as a result of work being contracted out by the City of Quesnel.
- (2) It is understood that contracting out can take place to provide services to the community where the Employer has utilized City-owned equipment and operators to the fullest extent possible. Private equipment will not be hired when the regular employees (including employees on layoff) and the City equipment are available to perform the work required by the Employer.
- (3) *"Definition of Available": If an employee is offered the work, and accepts, whether it is considered as regular time, or overtime they shall be deemed to be considered "available" for the purposes of this Letter of Understanding.*

The parties agree to form a Job Security Committee to discuss and attempt to resolve issues of contracting out and volunteers.

Upon the ratification of the current Collective Agreement, the Job Security Committee shall meet to discuss the feasibility of contracting in the current services performed at the Recycling Depot, contracted work in construction of City parks and contracted line painting.

Letter of Understanding No. 6 (cont'd)  
Page 2

For the City:

For the Union:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date

\_\_\_\_\_

LETTER OF UNDERSTANDING No. 7  
 BETWEEN  
 CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1050  
 AND  
 CITY OF QUESNEL

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Re: Storekeeper's Position

It is hereby agreed and understood by the Union and the City of Quesnel that a premium amount of \$1.45 per hour will be paid to the Storekeeper's position, up to the end of the contract in 1999 or until such time as a Purchasing Agent is hired. The increase reflects the additional purchase order and computer work presently being performed by the Storekeeper.

It is further understood and agreed to, that when a Purchasing Agent is hired by the City, the Storekeeper's position will be re-evaluated and possibly declassified because of the change in workload requirements, however the rate of pay for this position will not be reduced below the current base rate of the Storekeeper's position when the proposed change comes into effect.

For the City:

For the Union:

Date

LETTER OF UNDERSTANDING No. 8
 BETWEEN
 CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1050
 AND
 CITY OF QUESNEL
 ~~~~~

Re: Job Security and Operational Flexibility

It is the City's intention with the various boundary expansions and growth of the City, to provide operations which are cost effective, and of value to the taxpayer. As a result, certain operations will provide services that are twenty-four (24) hours a day, seven (7) days a week. Specifically, to implement a rotational shift pattern which includes evenings, and weekends for certain areas of the operation.

It is the Union's intention to provide job security for their members to continue to perform the work that is being provided by the City today. Also, to be a successor to any new services which the City may consider providing.

The Union and the City agree to enter into a joint partnership to discuss any services that may result from the boundary expansions, or upon expiry of any existing contracts or reductions of provincial grants or any new services which the City may consider providing.

Both parties acknowledge that in order for the City to consider providing services to these new areas, or add to any existing services, the Union and the City will need to discuss and amend the collective Agreement. The principles of the discussions would be to maximize operational flexibility so that any additional services which are being considered by the City, could be implemented in the most cost effective manner while maintaining the job security concerns of the Union.

Either party can activate discussions relating to this Letter of Understanding through Labour Management meetings. Amendments to the collective Agreement that are mutually agreed to by the parties would be implemented and administered through a Letter of Understanding.

\_\_\_\_\_  
 Signed on Behalf of  
 CITY OF QUESNEL

\_\_\_\_\_  
 Signed on Behalf of  
 CUPE LOCAL 1050

\_\_\_\_\_  
 DATE Signed by both parties

**LETTER OF UNDERSTANDING #9  
BETWEEN  
CITY OF QUESNEL**

**&  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1050**

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*It is hereby understood and agreed to by the Union and the City of Quesnel that both the following sections of the Collective Agreement will be amended effective immediately and applied as identified below.*

Re: Article 14.01 - Seniority Defined

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Seniority is defined as the length of service in the bargaining unit. Part-time employees working less than 26 hours, and casual employees, shall accumulate seniority proportionate to the hours worked in that status. Seniority will be recognized and converted to a date of hire as defined in Article 14.03 (a), (b), or (c), based on the hours worked as a casual employee, or a part-time employee working less than 26 hours of work.

Re: Definition of a "Day" and the Interpretation as it relates to:

- Article 21 - Vacation Entitlement
- Article 22 - Sick Leave
- Article 23 - Leave of Absence
- Letter of Understanding #7 - Storekeepers position (including Mechanics Shop)
- Letter of Understanding #2 - Article 17.01 Normal working time (shop and stores operations)

Both parties agree that for the purposes of interpreting the current collective agreement sections listed above, the definition of a "day" will be based on either a 7/8 hour day, depending on if the employee is an inside worker working 1820 hours per year (35 hour work week), or an outside worker working 2080 hours per year (40 hour work week). This definition will apply, regardless of the shift pattern that an employee may work (e.g. 10 or 12 hour shift pattern).

Signed on behalf of the City of Quesnel:

\_\_\_\_\_  
City Representative

\_\_\_\_\_  
Date

Signed on behalf of CUPE Local 1050:

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING #12**

**BETWEEN**

**CITY OF QUESNEL**

**&**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1050**

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Re: Employment Insurance Rebate Program

The parties agree that eligible employees under this program will be credited with banked time equivalent to the amount of rebate to which they are entitled. In accordance with the terms of this Program, this banked time will be credited to eligible employees prior to April of the year following that in which it is earned.

\_\_\_\_\_  
Signed on Behalf of  
CITY OF QUESNEL

\_\_\_\_\_  
Signed on Behalf of  
CUPE LOCAL 1050

\_\_\_\_\_  
DATE Signed by both parties

**LETTER OF UNDERSTANDING #19**  
**BETWEEN**  
**CITY OF QUESNEL**  
**&**  
**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1050**

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Re: Employee Benefits Committee

The Parties share a concern for providing employees with health and welfare benefits in a cost effective and efficient manner. The Parties also recognize that while there are actions that can be taken to limit cost increases these costs are not entirely within their control.

At the 2005 negotiations the Parties discussed this matter and reached a mutual agreement that efforts should be made jointly to monitor and limit wherever possible any increased costs.

The Parties agree to create a joint committee to review on an ongoing basis the actual costs of providing the employees with the benefits provided under the collective agreement, and to consider cost saving alternatives.

The Committee shall be made up of a minimum of two (2) representatives of the City and a minimum of two (2) representatives of CUPE Local 1050. The committee may mutually agree to bring in any additional participants to the committee as they see fit.

Committee meetings shall normally be scheduled during employee's regular working hours and shall be paid as time worked. If a meeting of the committee should extend beyond an employee's normal work hours, the employee shall not be entitled to overtime pay. From time to time, it may be necessary to schedule meetings outside a committee member's regular hours. In these circumstances, an employee will be entitled to take equivalent time off, subject to regular approval procedures.

The committee shall determine by mutual agreement their meeting schedule and terms of reference within the following criteria:

- The committee shall be equally balanced insofar as representation of the City and Union;
- The committee can consider any/all methods of cost control related to health and welfare benefits;
- The committee will review any and all benefit plan contracts and may seek the advice of representatives of the benefit carriers or brokers or others;
- The committee will be supplied with and share openly statistical information related to benefit usage and costs;
- The committee can make recommendations to the City and Local 1050 as to suggested cost savings;
- No changes to existing benefit plans can be made except by mutual

agreement of the City and Local 1050, and as outlined in a signed letter of agreement.

This letter of understanding and this committee will remain in place for the duration of the collective agreement.

\_\_\_\_\_  
Signed on Behalf of  
CITY OF QUESNEL

\_\_\_\_\_  
Signed on Behalf of  
CUPE LOCAL 1050

\_\_\_\_\_  
DATE Signed by both parties