

**MEMORANDUM OF AGREEMENT**

between

**THE CITY OF GRAND FORKS**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 4728**

This Memorandum of Agreement between the parties constitutes final settlement of all outstanding collective bargaining issues with respect to the new Collective Agreement.

All of the terms and conditions of the previous Collective Agreement will remain in effect except as set out in this document.

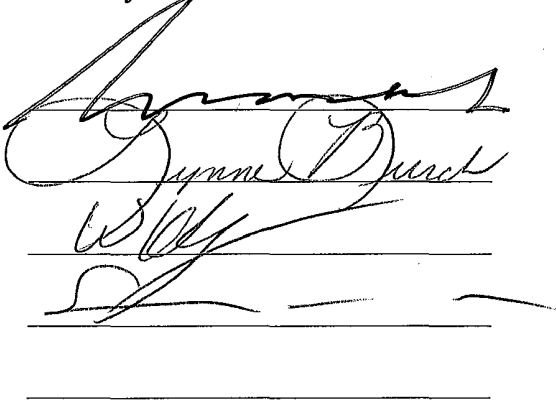
This Memorandum of Agreement is subject to ratification by the principals of the parties hereto and both parties agree to recommend, to their respective principals, acceptance of all terms and conditions herein.

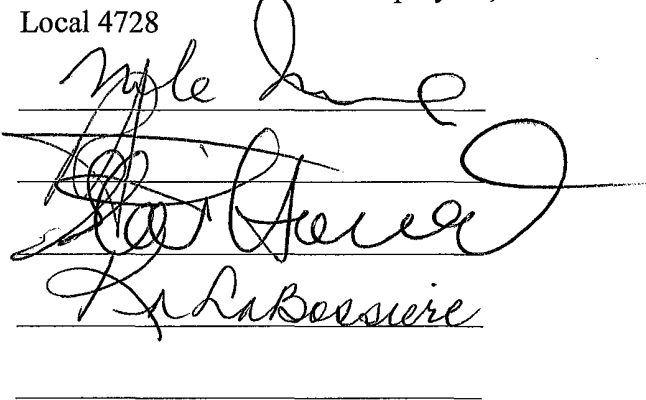
IN WITNESS WHEREOF the Parties hereto have fixed their signature hereto this  
28th day of June, 2006.

Signed on behalf of:

The City of Grand Forks

Canadian Union of Public Employees,  
Local 4728

  
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### **WAGE and TERM**

- Term - March 1, 2006 to February 28, 2010
- 2006 - A general across the board salary increase to all classifications of three percent (3.0%) retroactive to March 1, 2006.
- 2007 - A general across the board salary increase to all classifications of three percent (3.0%) effective March 1, 2007.
- 2008 - A general across the board salary increase to all classifications of three percent (3.0%) effective March 1, 2008.
- 2009 - A general across the board salary increase to all classifications of three percent (3.0%) effective March 1, 2009.

### **RECLASSIFICATIONS**

- 1) Planning Technician (in training) incumbent, Kathy LaBossiere, be reclassified as a Planning Technician I retroactive, to March 1, 2006.
- 2) Tradesman-Parks incumbent, Ross Idler, be reclassified as a Tradesman – Parks-Journeyman, retroactive to March 1, 2006.

## LANGUAGE CHANGES

### DEFINITIONS

**“Employee”** - An employee is a person who is employed full or part-time by the Employer, on a regular, probationary, temporary, casual, part time or summer student basis

**“Regular Employee”** - A regular employee is a person who is employed on a regular basis in a position expected to be continuous and who has successfully completed probation. These employees accumulate seniority and are entitled to all benefits outlined in the Agreement.

**“Regular Part Time Employee”** – A regular part-time employee is one who works regularly scheduled shifts but does not work the scheduled hours of a full-time employee. These employees accumulate seniority and are entitled to all benefits outlined in the Agreement. Where it states in this agreement an entitlement to a right or benefit for a Regular Employee it would be inclusive of employees deemed to be Regular Part Time.

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

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

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

**“Summer Student Employee”** – This is a casual position, limited to students attending secondary or post-secondary institutions for employment during summer vacation, and is intended to complete work in parks, boulevards, downtown area and other civic properties. These positions do not accrue seniority and are not eligible for any of the benefits attached under Article 16 of the Collective Agreement. The maximum term of employment for a Summer Student will not exceed 20 weeks in a year. Summer Students will not be hired/working if any temporary or regular outside employee(s) is on lay-off. No overtime will be offered to a Summer Student unless other employees have had first right of refusal. The primary duties will be limited to washroom clean-up, weeding, hand mowing, litter pick-up, and garbage can emptying, flagging, garden bed watering, weed eating, operating pick-up trucks, operating backpack blowers, and other duties added by mutual agreement between the Union and the Employer.

## ARTICLE 1 - RECOGNITION OF THE UNION

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

The parties will comply with the provisions of the Human Rights Code of British Columbia. There shall be no discrimination due to race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age or because that person has been convicted of a criminal or summary conviction that is unrelated to the employment of that person.

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

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

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

No manager shall perform the major work, or the minor work on a continuous or repetitive basis, of a bargaining unit member.

### **ARTICLE THREE - TECHNOLOGICAL AND OTHER CHANGES**

- 3.03 If the regular employee elects to receive severance pay, he/she shall lose seniority in accordance with Article 6.02 of this Agreement and even if rehired by the Employer at a later date, shall not again be entitled to severance pay as provided in this Article.
- 3.04 The severance pay payable to a regular employee pursuant to this Article shall be twenty-two (22) days pay at regular rates for each three (3) full years of service completed by the regular employee, provided however, that the severance pay shall not be less than twenty-two (22) days pay or not more than sixty-five (65) days pay.
- 3.05 The Employer, after consultation with the Union, instead of dismissing an employee, as per Article 3.01, may elect to retrain the employee for another position at the expense of the Employer for such period of time as the Employer thinks fit. After the training period, the regular employee shall have forty-five (45) days worked to adapt fully to the new position and if he/she does not so adapt, he/she may be dismissed by the Employer.
- Any regular employee so displaced or dismissed under this Article will have recourse through the lay-off, recall and bumping procedures of this Collective Agreement.
- 3.06 If any regular employee who is displaced by technological change is retrained for, or takes a position with, the Employer that is at a lower rate of pay, he/she shall be entitled to only one-half (1/2) of the pay increases given to the new position until his/her rate of pay becomes the same as that provided for the new position.

### **ARTICLE IV - DISCUSSION OF DIFFERENCES**

- 4.01 The Labour-Management Committee shall consist of ~~the Shop Steward, one elected Union member from City Hall and one elected Union member from Public Works~~ five (5) members elected by the Local or appointed by the Union Executive and the Administrator and two (four) members of Management of the City. The Administrator and ~~the Shop Steward~~ a Union representative shall be designated as joint chairpersons and shall alternate presiding over meetings.

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

## ARTICLE VI – SENIORITY/ANNIVERSARY

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

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

## ARTICLE VII - STAFF AND STAFF CHANGES

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

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

During the probationary period each employee will be provided with a ~~an on-going~~ written assessment after the first fifteen (15) working days of their competency, suitability and areas of concern and how such employee may correct such concerns. A second (2nd) written assessment shall be provided after thirty-five (35) days worked. Such assessments will be ~~reviewed~~ conducted in the presence of a shop steward/union representative.

7.06 No outside advertisement for any new additional employees shall be made until the required internal postings have such posting has been completed, and interviews conducted where applicable.

## ARTICLE VIII - LAY-OFFS AND RECALL

8.02 The Employer shall notify regular ~~permanent~~ employees who are to be laid off, in writing, a minimum of nine (9) calendar days before lay-off is to be effective. If the employee has not had the opportunity to work seven (7) working days after notice of lay-off, he/she shall nevertheless be paid for seven (7) working days from the date of lay-off notice.

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

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

Bumping rights must be exercised within ~~two~~ **five (5)** days of receiving notice of lay-off, or within two (2) working days after completion of term of employment and can only be exercised at the same or a lower classification in any classification provided the employee has the qualifications and ability to perform the work of the position.

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

Employees with recall-to-employment rights shall be recalled in order of seniority, providing they are qualified and able to do the work. The Employer shall notify the employee(s) of recall by registered mail, if the employee cannot be reached by telephone, and shall give ten (10) days notice. The ten day notice period is waived in the recall of laid-off employees for snow removal, flagging, storm damage, flood damage, broken water mains, broken or blocked sewers or power outages.

- 8.05 Any employee who is re-called for any period of ten (10) working days or less need not be given lay-off notice again. Employees recalled shall receive a minimum of ~~three (3) days~~ eight (8) hours work.

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

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

Interpretation provided:

3 consecutive years: 2 weeks severance

4 consecutive years: 3 weeks severance

5 consecutive years: 4 weeks severance

6 consecutive years: 5 weeks severance

7 consecutive years: 6 weeks severance

8 consecutive years: 7 weeks severance

9 consecutive years or more: 8 weeks severance



## ARTICLE IX - LEAVE OF ABSENCE

- 9.03 Leave of absence without pay and without loss of seniority shall be granted upon request to the Employer, to regular or temporary employees elected or appointed to represent the Union at Union conventions/conferences, training and education workshops and meetings with Labour Councils. Such time shall not exceed a total of twenty-four (24) working days in any one (1) year. Where the Employer grants an approved leave of absence the Employer continues to pay the regular rate of pay to the employee during the leave of absence provided the Employer is reimbursed the regular rate of pay and the cost of benefits.

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

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

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

Such leave shall be up to any ~~four (4)~~ five (5) working days without loss of pay, as requested by the employee, and shall be granted on any of the three (3) calendar days immediately prior to the funeral, the day of the funeral, and any of the four calendar days immediately following the funeral.

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

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

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

### Section 1 - Hours of Work

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

#### Day Shift

Outside Workers - 7:00 a.m. to ~~4:00~~ 3:30 p.m. with a half hour lunch period from 11:30 a.m. to 12:00 noon, Monday to Friday

Inside Workers - 8:00 a.m. to 4:30 p.m. Monday to Friday

#### Afternoon Shift

Five (5) days of eight (8) hours each day from ~~4:00~~ 3:00 p.m. to 11:00 p.m. ~~midnight~~ with ~~one-half (1/2) hour~~ for a running lunch, Monday to Friday.

#### Night Shift

Five (5) days of eight (8) hours each day from ~~midnight~~ 11:00 p.m. to ~~8:00~~ 7:00 a.m. with ~~one-half hour~~ for a running lunch, Monday to Friday.

#### Weekend Shift

An alternate weekend shift may be implemented by mutual agreement of the Employer and the Union, provided the Employer has given 30 days notice to initiate discussions.

#### Advancement of Shift

Notwithstanding any other provision of this Agreement, provided at least ten (10) hours notice to the new start time (notice period) has been given, an employee in a classification in Appendix A may have their Day the starting time of the employee's Shift advanced by up to three (3) hours from November 15 to February 28 and by two (2) hours from March 1 to November 14 in order to carry out their duties, street sweeping duties (not more than once a week), or to carry out snow clearing and/or sanding, when required. No Employee will have their shift advanced more than ten (10) days in any thirty (30) calendar day period. If ten (10) hours notice is not given, the provisions of Article 10.06 shall be in effect.

**New Clause**

**10.02 Shift Change Notice – Applicable to Afternoon Shift, Night Shift and Any Other Shift, other than Advancement of Shift**

The Employer may institute an afternoon or night shift and any other mutually agreed to shift by a Letter of Understanding, provided the Employer has given five (5) consecutive calendar days notice.

*Renumber remaining articles accordingly.*

- 10.07 An employee who works on Sundays or who is called back to work while on vacation, if available, shall receive pay at the rate of double his/her regular wage, subject to the provisions of Section 1 and Section 4 of this Article.
- 10.08 Employees shall be granted the privilege of electing to take time-off in lieu of overtime pay and shall accumulate such overtime in an Overtime Bank, to a maximum of ~~five (5)~~ ten (10) days at any one time and to a maximum of fifteen (15) days in total in any calendar year. Any amount of overtime in excess of the accumulated ~~five (5)~~ ten (10) days shall be paid through the City payroll. All banked overtime accumulated prior to and including November 30<sup>th</sup> must be cleared by December 31<sup>st</sup> of the year the accumulated time was earned. Failure to clear the amount of accumulated overtime by this date will result in the Employer paying out all unused overtime to those employees so affected. Overtime accumulated after and including December 1<sup>st</sup> may be carried forward to the next year.

**NEW**

**10.11 Overtime Call - Out**

Employees will be called out for all overtime, callbacks and call-outs according to the following order:

- i) The senior qualified employee who normally performs the work.
  - ii) The senior qualified employee on a department wide basis.
  - iii) The senior qualified employee on an Appendix wide basis.
- 10.17 The employees shall be paid every other Friday, and if a Holiday falls on the Friday, they shall be paid on the Thursday immediately preceding. The time sheets for each pay period to be closed after the work day of the Monday Saturday immediately preceding.

10.18 All employees assigned to work either afternoon or night shifts, or a weekend shift which has been mutually agreed to by a Letter of Understanding but not including the shift advance in section 10.01 shall be paid a shift differential of fifty cents (\$0.50) one dollar (\$1:00) per hour. Where a shift change includes Saturdays and Sundays, an additional one-dollar (\$1.00) shall be paid for all hours worked on Saturday and Sunday.

10.19 A bonus of one dollar (\$1.00) per hour for each hour worked shall be paid to:

- (1) employees while assigned to work on asphaltting operations where liquid asphalt, asphalt or road oil is being used or handled in any manner;
- (2) employees assigned to work cleaning sanitary or domestic sewers;
- (3) employees while cleaning assigned public washrooms;
- (4) concrete - placing and finishing;
- (5) twenty-five percent (25%) of the time while operating the sweeper;
- (6) while pressure washing drivelines and hydraulics of heavy equipment, loaders, dump trucks, backhoes, vactor, sweeper and grader.

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

### 12.01 Acting Capacity

When an employee is temporarily authorized to relieve in or performs the principle duties of a higher paying position, other than for on the job training purposes, he/she shall receive the rate for the job. The Employer will assign acting capacity by seniority and ability to do the job.

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

**ARTICLE XIII – STATUTORY HOLIDAYS AND ANNUAL VACATIONS**

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

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

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

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

**Vacation Entitlement of Temporary Employee becoming a Regular Employee:**

Upon becoming a Regular Employee, vacation shall be calculated from the Seniority date by pro-rating the annual vacation from the date of full-time hire to the first anniversary date recognizing that the employee already received 4% vacation entitlement from the Seniority date to the date of regular employee status (date of hire to full-time).

**ARTICLE XIV – SICK LEAVE**

14.02 Upon completion of the fifty (50) days worked probationary period, sick leave shall be accumulated on the basis of one and one half (1 1/2) days for every month of service, accumulative to a maximum of one hundred and fifty (150) days. A deduction shall be made from the employee’s accumulated sick leave for all normal working days (exclusive of holidays) absent for sick leave.

14.04 Use of sick leave in excess of two (2) working days shall be certified by a ~~Doctor~~. Doctor's report, or a report from a Dentist, Chiropractor or Physiotherapist, if requested by the Employer. The Employer shall be responsible for any fee charged in providing the Doctor’s report.

14.09 A regular ~~permanent~~ employee will be granted leave of absence without loss of pay for up to ~~three (3)~~ nine (9) days, deducted from the employee's accumulated sick leave bank, to attend to matters arising when a member of the employee's immediate family (parent, parent-in-law, spouse, child, sibling) which the employee is responsible for is hospitalized, confined to bed, or incapacitated due to required medical procedures, results of surgery, serious injury, ~~etc.~~ or required medical appointments. If more than ~~three (3)~~ nine (9) days is required, or no accumulated sick leave exists, the employee will make arrangements for such leave, without pay, by telephone and subsequently confirm the details in writing.

The employer may request confirmation from a qualified medical practitioner.

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

New

14.10 **Duty to Accommodate**

- a) Any employee covered by this agreement who becomes incapacitated due to injury or illness which prevents the employee from performing the regular duties of the employee's classification shall be provided with suitable alternate employment to the point of undue hardship to the Employer. When modifications to the existing job are made within the classification there shall be no reduction in pay, however, if the accommodation involves an employee changing classifications the employee shall receive the pay for that classification. The employee's pay may come from a variety of sources. The employer shall deduct the amount received from other sources so that under no circumstances the employee's wages shall exceed the rate of pay paid by the employee's classification prior to the incapacity.
- b) The Employer and the Union recognize the benefit of enabling a disabled employee to return to suitable work as early as the employee is willing and able. For the purposes of this Article "disabled employee" is defined as an employee who is unable to perform the full duties of the employee's regular classification due to an occupational or non-occupational accident or illness.
- c) For each disabled employee who is unable to perform the work, the Employer, in consultation with the Union, the employee's appointed medical practitioner and the employee, shall cooperatively develop a "Modified Work Plan". The Modified Work Plan will consider the employment availability and the abilities of the disabled employee, the Employer's needs, and the job classifications recognizing that no existing bargaining unit jobs will be eliminated in the work place. In the event of a

dispute on medical grounds, the matter will be referred to an independent medical practitioner agreed to by the parties.

- d) The underlying principle behind each Modified Work Plan is to create a suitable position within the City that the disabled employee could perform on his or her incapacitated state without any undue hardship on the employer operationally by modifying the employee's regular position through changes to both the employee's position and the duties of other positions. Seniority and other job classifications shall be maintained when accommodating a disabled employee within the Modified Work plan
- e) It is understood that the Union and the City reserve their right of access to the grievance procedure, up to and including arbitration, should there be a disagreement with the application of these Modified Work Plan provisions.

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

### **15.01 Employment Standards Act**

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

## **ARTICLE XVI – BENEFITS AND HEALTH CARE PLANS**

### **16.03 Extended Health Benefit**

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

Eighty percent (80%) twenty percent (20%) co-insurance – after one thousand dollars (\$1000.00) benefits has been paid in a calendar year, expenses are reimbursed at one hundred percent (100%).

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

Includes prescription drugs, para-medical services, ambulance, nurses, hospital expenses. It also includes Physiotherapy/massage - one thousand (\$1000.00) dollars per plan member per year and Chiropractic/naturepath - one thousand (\$1000.00) dollars per plan member per year.

### **16.05 Dental Plan**

All eligible employees shall participate in a Dental Plan covering:

100% cost of Plan "A"

75% cost of Plan "B"

75% cost of Plan "C" (With maximum lifetime payment of benefits of ~~\$3,000~~ \$5000.00 per dependant child).

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

- (a) All eligible employees shall participate in a Vision Care Benefit Plan of ~~three hundred dollars (\$300.00)~~ four hundred and fifty dollars (\$450.00) payable over each (2) two calendar year period.
- (b) The Employer agrees to pay for the cost of the eye exam for all plan members once every two calendar years.

New  
16.10

**Retired Employee' Benefit**

A regular employee or a regular part-time employee who retires, as per the Municipal Pension Plan will be entitled to the health benefits under Article 16 except holidays and sick leave accrual at the cost of the Employer for one month following the month of retirement.

**ARTICLE XVII – CENSURES AND DISCIPLINARY ACTION**

17.01 Whenever the employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or may follow if such employee fails to bring his/her work up to a required standard by a given date, the City shall, within five (5) working days thereafter, give written particulars of such censure to the secretary of the Union. Such censure is subject to the grievance procedure in this agreement.

17.04 An employee ~~may~~ shall have a steward present at any discussion with supervisory personnel which the employee believes might be the basis of discharge or disciplinary action; and when a supervisor intends to interview an employee for discharge or disciplinary purposes, the supervisor shall so notify the employee in advance so that the employee ~~may~~ can contact a steward to be present at the interview. ~~provided this does not result in an undue delay to the interview or action taking place.~~

When an employee is disciplined, discharged or suspended, the employee shall be given the reason promptly, in writing, with a copy sent to the secretary of the Union.

Any discharge or disciplinary action is subject to the grievance procedure in this agreement.



## ARTICLE XIX - GENERAL

19.04 All employees ~~working in the Public Works Department~~ who are required to have safety boots in the performance of the employees' duties shall be reimbursed, upon submission of a receipt, up to ~~\$150.00~~ **two hundred dollars (\$200.00)** per employee once a calendar per year, for the cost of required safety boots.

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

Sexual harassment shall be defined as any sexually oriented practice that undermines an employee's health or job practice, or endangers an employee's employment status or potential.

Personal harassment shall be defined as repeated, intentional, offensive comments or actions deliberately designed to demean and belittle an individual or cause personal humiliation.

## ARTICLE 21 - TERM OF AGREEMENT

21.01 This Agreement shall run for a period of forty-eight (48) months from March 1, ~~2001~~ 2006 to February 28, ~~2005~~ 2010, but shall not terminate at the expiration of the period unless notice, in writing, of the termination has been given by one (1) party to the other within four (4) months, but not less than two (2) months, immediately preceding the date of expiry.

## ARTICLE 22 - PRINTING OF AGREEMENT

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

**APPENDIX "A" Hourly Rates**

<b>Position</b>	<b>Mar 1/05</b>	<b>Mar 1/06</b>	<b>Mar 1/07</b>	<b>Mar 1/08</b>	<b>Mar 1/09</b>
Wages % Change from previous year:	2.09%	3.0 %	3.0%	3.0%	3.0%
Summer Student	\$16.25				
Airport Operations and Safety Director	\$22.85				
Labourer I	\$22.66				
Labourer II	\$22.83				
Operator III -deal with during description review	\$23.46				
Operator II -deal with during description review	\$23.73				
Operator I -deal with during description review	\$24.47				
Tradesman	\$23.73				
Tradesman – Parks	\$24.90				
Tradesman – Parks - Journeyman	\$26.27				
Meter Reader/Groundsman	\$23.73				
Safety and Support Services Coordinator	\$26.00				
Journeyman	\$26.27				
Lineman	\$30.37				
Works Coordinator – Electrical Distribution System	\$31.65				
Works Coordinator – Water and Sewer	\$28.54				
Works Coordinator – Roads and Equipment	\$27.54				
Works Coordinator – Parks and Facilities	\$27.54				
Utilities Operator I	\$23.73				
Utilities Operator II	\$24.27				
Utilities Operator III	\$26.27				

Apprentice:

1<sup>st</sup> Year: 65% of Journeyman    3<sup>rd</sup> Year: 80% of Journeyman

2<sup>nd</sup> Year: 75% of Journeyman    4<sup>th</sup> Year: 90% of Journeyman

Operator III positions will include riding lawn mowers with cutting decks greater than forty-eight (48) inches.

Operators of a tandem truck will receive \$0.25 per hour above whatever paid while operating it.

Lead Hand:

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

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

Note: The rates for each position for casual/temporary/probation shall be \$1.00 less than the regular rate for the position.

**APPENDIX "B" – Hourly Rates**

Position	Mar 1/05	Mar 1/06	Mar 1/07	Mar 1/08	Mar 1/09
Administrative Assistant I	\$23.58				
Administrative Assistant II	\$23.99				
Planning Technician I	\$24.75				
Planning Technician II	\$25.26				
Accounting Clerk II – Payments/Payroll/Revenue	\$24.86				
Accountant/Comptroller	\$27.54				

Note: The rates for each position for casual/temporary/probation shall be \$1.00 less than the regular rate for the position.

**Letters of Understandings from March 1, 2001 Collective Agreement:**

- #1 Hours of Work **deleted**
- #2 re: Early Retirement Incentive Plan - **deleted**
- #3 re: Volunteers - **deleted**
- #4 re: Hiring of a Temporary Employee for City Park Campground - **deleted**
- #5A re: Variance in Hours Worked Monday - Friday - **deleted**
- #6 re: Temporary Variance in Hours Worked Monday - Friday - **deleted**
- Letter of Agreement Regarding - Extension of temporary employees - **deleted**
- #7 re: Part-time Job Posting: Amend Hours of Work - **deleted**

#8 re: Labour Management Committee Composition – **delete**

#9 re: Change in Time Sheets - **delete**

**Letters of Understanding to be included in March 1, 2006 Collective Agreement**

**LETTER OF UNDERSTANDING #1**

**Re: Weekend work for Summer Students**

The Parties agree that if the Employer desires to have Summer Students work at straight time during the weekends the following conditions will apply:

- 1) Hours of work will be any five (5) consecutive days of eight (8) hours each between Sunday to Saturday, from 7:00 a.m. to 3:30 p.m.
- 2) Changes to the schedule may be made by mutual agreement between the Employer and the Union.
- 3) The hours worked on the weekend will be paid a \$0.50 premium per hour in addition to the regular rate of pay.

**LETTER OF UNDERSTANDING #2**

**Re: Job Description Review**

The Employer proposes to review all job descriptions through a Committee of two (2) management and two (2) Union Representatives within 90 days after the signing of the Collective Agreement. Any changes to the job descriptions must be ratified by the parties.

**LETTER OF UNDERSTANDING #3**

**Re: Grandfathering of employees for casual/temporary/probation rate of pay.**

Shane Gillis, Cory Makortoff and Tom Carruthers will continue to receive the discounted rate as per the previous collective agreement of \$0.35 less than the regular rate for the position while they are considered temporary or on probation.

**LETTER OF UNDERSTANDING #4**

**NEW LOU #4 Re – Worksafe BC Payments**

It is agreed by the parties that an employee prevented from performing regular work for the employer on account of an occupational accident or industrial disease that is recognized by Workplace BC as compensable within the meaning of the Compensation Act, shall continue to receive from the City an amount equal to their regular salary. The difference between the amount payable by Workplace BC and the employees regular salary will be made up by debiting the employees accumulated sick bank. If an employee does not have, or exhausts their sick bank, they will continue to receive from the City a salary equal to the net amount payable by Workplace BC. A full accounting of the

amounts payable from Workplace BC and debits from the sick bank will be given to the employee every pay period.

### LETTER OF UNDERSTANDING #5

#### Re: Airport Operations and Safety Director

It is agreed by C.U.P.E. Local ~~2254~~ 4728, and the City of Grand Forks that the hours of work for the Airport ~~Attendant~~ Operations and Safety Director will be varied from the normal hours, included on Appendix "A", to accommodate the hours of work required for the operation of the Grand Forks Airport. ~~The variance is agreed to on a temporary basis, until June 30<sup>th</sup>, 2001.~~ The varied hours of work will be a minimum of ~~2.8~~ 4 hours to a maximum of 8 hours per day between 7:00 am and 3:30 pm, paid at straight time, Monday to Friday.