

COLLECTIVE AGREEMENT

between the

CITY OF FORT ST. JOHN

and the

**B.C. GOVERNMENT AND SERVICE
EMPLOYEES' UNION (BCGEU)**

Effective from January 1, 2005 to December 31, 2008

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DEFINITIONS

For the purpose of this Agreement:

1. ***Auxiliary Employees*** are employees that occupy an on-call roster and that are employed to cover absences and/or for work which is not of a continuous nature such as:
 - (a) seasonal positions
 - (b) positions created to carry out projects of a specific length (not to exceed three (3) months) and agreed to by the Union
 - (c) positions created to cover employees on scheduled time off in lieu of overtime, vacation, sick leave, short term disability leave, bereavement leave, maternity leave, parental leave, paternity leave and other leaves excluding Article 11.5 "*Care and Nurturing/Bridging of Service*"
 - (d) temporary positions for on-call work or emergencies
2. ***Bargaining Unit*** is the unit for collective bargaining described in the certification for which the B.C. Government and Service Employees' Union was certified by the Labour Relations Board of British Columbia on May 8, 1981 and includes all the employees of the City of Fort St. John as outlined in Appendix "A" of this Agreement and excludes those employees listed in Appendix "B".
3. ***City Manager*** means the senior administrative officer of the City of Fort St. John.
4. ***Classifications*** those titles listed in Appendix "A" or those added to the list and mutually agreed to during the life of the Agreement.
5. ***Continuous Employment and Continuous Service*** means uninterrupted employment in the service of the City of Fort St. John subject to the provisions of Article 11.3.
6. ***Day of Rest*** in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of his position. This does not include employees on a leave of absence.
7. ***Demotion*** means a change from an employee's position to one with a lower maximum salary.
8. ***Employee*** means a member of the bargaining unit.

Employee does not include:

 - (a) Persons excluded by the Municipal Act
 - (b) Incumbents of managerial or confidential positions mutually excluded by the Parties to this Agreement.
9. ***Employer*** means the City of Fort St. John.
10. ***Field Status*** employees who are normally required to work away from their point of assembly and who, on a day-to-day basis, do not work in an office, institution, plant or other similar fixed location which is their normal point of assembly.
11. ***Full-time Employee*** is an employee who has successfully completed a probation period and works full-time on a regularly scheduled basis in accordance with the weekly hours of work identified in Appendix "A".
12. ***Headquarters or Geographic Location*** is that area within a radius of five (5) miles of where an employee ordinarily performs his duties.

13. **Holiday** means the twenty-four (24) hour period commencing at 00.01 hours of a day designated as paid holiday in this Agreement.
14. **Hours of Operation** are the hours established by the Employer to provide adequate service to the public and to fulfil the functions of the work unit.
15. **Hours Travelled** means hours spent travelling from point to point on an hourly or daily basis laid down by the Employer and does not include meal breaks, lodging time or time spent other than travelling.
16. **Lateral Transfer** refers to the movement of an employee from one position to another which does not constitute a demotion or promotion.
17. **Leave of Absence With Pay** means to be absent from duty with permission but with pay.
Leave of Absence Without Pay means to be absent from duty with permission but without pay.
18. **Part-time Employee** is an employee who has successfully completed a probation period and works less than full-time on a regularly scheduled basis.
19. **Pay** means rate of compensation for the job.
20. **Probation** for an employee means the time spent by the employee prior to being confirmed in the position for which he was hired.
21. **Probationary Employee** New employees shall serve a ninety (90) calendar day probationary period to determine the suitability for employment. The probationary period may be extended in writing by mutual agreement.
22. **Promotion** means a change from an employee's position to one with a higher maximum salary level.
23. **Resignation** means a voluntary notice by the employee that he is terminating his service on the date specified.
24. **Rest Period** is a paid interval which is included in the work day and is intended to give the employee an opportunity to have refreshments or a rest.
25. **Seasonal Employees** are employees who are employed for a specific season.
26. **Termination** is the separation of an employee from the service of the City of Fort St. John for cause pursuant to Articles 10, 11 and 30 of this Agreement.
27. **Transfer** refers to the movement of an employee from one geographic location to another.
28. **Travel Status** with respect to an employee means absence of the employee from his headquarters or geographic location on Municipal business with the approval of the Employer, but travel status does not apply to employee temporarily assigned to a position outside of his headquarters or geographic location or to field status employees.
29. **Union** means the B.C. Government and Service Employees' Union.
30. **Work Day** is a period of twenty-four (24) consecutive hours commencing with the starting time of any shift. For the purpose of calculating compensatory overtime rates only, the time worked prior to, but adjoining to a shift, shall be deemed as time worked after a shift.
31. **Work Schedule** is a projection of days on, days off, starting and finishing times.
32. **Work Week** is defined as the seven (7) day period beginning 00:01 on Sunday and ending at 23:59 on the following Saturday.

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

- (a) The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.
- (b) The Parties to this Agreement share a desire to improve the quality of the municipal service of Fort St. John. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels of the municipal service in which members of the bargaining unit are employed.
- (c) The Parties recognize the benefit to be derived from a work environment free from harassment where the conduct and/or language of all employees meets the acceptable social standards of the workplace. The Parties agree to maintain such an environment.

1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provisions of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the Parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

1.3 Conflict with Regulations

In the event that there is a conflict between the contents of this Agreement and any regulation made by the Employer, or on behalf of the Employer, this Agreement shall take precedence over the said regulations.

1.4 Use of Terms

- (a) *Masculine and Feminine* - The masculine or feminine gender may be used interchangeably throughout this Agreement. Wherever one gender is used, it shall be construed as meaning the other if the facts or context require.
- (b) *Singular and Plural* - Wherever the singular is used, the same shall be construed as meaning the plural if the facts so require.

1.5 Human Rights Act

The Parties hereto subscribe to the principles of the Human Rights Act of British Columbia

1.6 Discrimination and Harassment Under the Human Rights Act

- (a) *Purpose:*

The City of Fort St. John, in cooperation with the Union, will promote a work environment that is free from harassment and discrimination where all employees are treated with respect and dignity.

Discrimination and harassment relates to any of the prohibited grounds contained in the BC Human Rights Act. Prohibited conduct may be verbal, non-verbal, physical, deliberate or unintended, unsolicited or unwelcome, as determined by a reasonable person. It may be one incident or a series of incidents depending on the context.

Employees have the right to employment without discrimination or harassment because of race, colour, ancestry, place of origin, religion, family status, marital status, physical disability, mental disability, sex, age, sexual orientation, political beliefs, and criminal or summary offence unrelated to their employment.

Harassment does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.

Protection against harassment extends to incidents occurring at or away from the workplace during or outside working hours provided the acts are committed within the course of the employment relationship.

This Clause does not preclude an employee from filing a complaint under Section 8 of the B.C. Human Rights Act; however, an employee shall not be entitled to duplication of process. An employee making a complaint of harassment must choose to direct a complaint to either the B.C. Council of Human Rights or to the process specified in the Harassment Policy and Procedures. In either event a complaint of harassment shall not form the basis of a grievance.

An employee who files a written complaint which would be seen by a reasonable person to be frivolous, vindictive or vexatious may be subject to disciplinary action. Disciplinary action taken may be grieved pursuant to Article 8.

(b) *Sexual Harassment*

Sexual harassment is one form of discrimination and is defined as any unwelcome comment or conduct of a sexual nature that may detrimentally affect the work environment or lead to adverse job-related consequences for the victim of the harassment.

Examples of sexual harassment include but are not limited to:

- (1) a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;
- (2) sexual advances with actual or implied work related consequences;
- (3) unwelcome remarks, questions, jokes or innuendo of a sexual nature; including sexist comments or sexual invitations;
- (4) verbal abuse, intimidation, or threats of a sexual nature;
- (5) leering, staring or making sexual gestures;
- (6) display of pornographic or other sexual materials;
- (7) offensive pictures, graffiti, cartoons or sayings;
- (8) unwanted physical contact such as touching, patting, pinching, hugging;
- (9) physical assault of a sexual nature.

This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

(c) *Procedures*

- (1) All persons involved in the handling of a complaint under these procedures shall hold in the strictest confidence all information of which they become aware; however, if it is recognized that various officials of the constituent group(s) and the Employer will be made aware of all or part of the proceedings on a "need to know" basis.
- (2) Before proceedings to the formal complaint mechanism an employee who believes he or she has a complaint of harassment or discrimination may approach their supervisory personnel, Union steward, or other contact person to discuss potential means of resolving a complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.

(3) If the matter is not resolved to the employee's satisfaction, then the employee will approach the first excluded level of management not involved in the matter, for assistance in resolving the issue within six (6) months of the alleged occurrence. The manager will investigate the allegation and take steps to resolve the concern as appropriate within thirty (30) days of the issue being raised by the employee. The manager will discuss the proposed resolution with the employee. The employee may have a Union representative present during these discussions. Where the first excluded level of management is the respondent, the employee shall approach the respondent's supervisor.

(4) If the proposed resolution is not acceptable, the employee may refer the matter through the Union in writing to the City Manager or his/her designate within thirty (30) days of receiving the manager's response or when the response was due.

A written complaint shall specify the details of the allegation(s) including:

- (i) name and title of the respondent;
- (ii) a description of the action(s), conduct, events or circumstances involved in the complaint;
- (iii) the specific remedy sought to satisfy the complaint;
- (iv) date(s) of incidents;
- (v) name(s) of witnesses (if any);
- (vi) prior attempts to resolve (if any).

(5) The City Manager or his/her designate will acknowledge, in writing, receipt of the Union's notice and will have the matter investigated and will take such steps as may be required to resolve the matter. The Union and the employees involved shall be advised in writing of the proposed resolution within thirty (30) days of providing notice to the City Manager or such later date as may be mutually agreed by the City and the Union.

(6) Where the matter is not resolved pursuant to (5), the Union may refer the matter to Arbitration.

1.7 Personal Harassment

Personal harassment takes place when a person acts in a manner which serves no legitimate work purpose and which ought reasonably be known to be inappropriate.

Personal harassment does not include action occasioned through the exercise, in good faith, of the Employer's managerial/supervisory rights and responsibilities.

Where the allegation is based on a matter for which another dispute resolution mechanism exists, then this process shall not be utilized.

Procedures

(a) If there is an allegation of personal harassment, the employee will approach their supervisor or the first level of excluded manager, not involved in the matter, for assistance in resolving the issue within thirty (30) days of the alleged occurrence. The supervisor/manager will investigate the allegation and take steps to resolve the concern as appropriate within thirty (30) days of the issue being raised by the employee. The supervisor/manager will discuss the proposed resolution with the employee. The employee may have a steward present during these discussions.

(b) If the proposed resolution is not acceptable, the employee may refer the matter through the Union in writing to the City Manager or his/her designate within thirty (30) days of receiving the supervisors/managers response or when the response was due. The written statement will provide full particulars of the allegation including the name(s) of individual(s) involved, the date(s), the wrongdoing

which is alleged to have occurred and an outline of the steps which have been taken to resolve the matter in (a) above. The City Manager shall provide the respondent with a copy of the complaint.

(c) The City Manager or his/her designate will acknowledge, in writing, receipt of the Union's notice and will have the matter investigated and will take such steps as may be required to resolve the matter. The Union and the employees involved in the allegation shall be advised in writing of the proposed resolution within thirty (30) days of providing notice to the City.

(d) Where the matter is not resolved pursuant to (c), the Union may refer the matter to Arbitration within thirty (30) days of receiving the City Manager's response or when the response was due.

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Unit Defined

The bargaining unit shall comprise all employees included in the Certification dated May 8, 1981 as defined in this Agreement except those employees in positions mutually agreed to between the Parties as managerial and/or confidential exclusions. The guidelines to be considered in negotiating exclusions shall be:

- (a) position incumbents employed for the primary purpose of exercising senior management functions
- (b) position incumbents employed in a confidential capacity in matters relating to labour relations.

Incumbents of new positions established by the Employer shall automatically be included in the bargaining unit unless specifically excluded by mutual agreement or by virtue of their being covered by another bargaining unit. Exclusions to the bargaining unit are listed as Appendix "B" of this Agreement.

2.2 Bargaining Agent or Recognition

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees to whom the certification issued by the Labour Relations Board on May 8, 1981 applies.

2.3 Correspondence

The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this Agreement shall be sent to the President of the Union or his designate.

The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this Agreement pertaining to the interpretation or application of any clause in this Agreement, shall be forwarded to the President of the Union or his designate.

2.4 No Other Agreement

No employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which may conflict with the terms of this Agreement.

2.5 No Discrimination for Union Activity

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union.

2.6 Recognition and Rights of Stewards

The Employer recognizes the Union's right to select stewards to represent employees. The Employer and the Union will agree on the number of stewards, taking into account both operational and geographic

considerations. The Union agrees to provide the Employer with a list of the employees designated as stewards for each jurisdictional area. A steward shall obtain the permission of his immediate supervisor before leaving his work to perform his duties as a steward. Leave for this purpose shall be with pay. Such permission shall not be unreasonably withheld. On resuming his normal duties, the steward shall notify his supervisor. Duties of the stewards shall include:

- (a) investigation of complaints of an urgent nature
- (b) investigation of grievances and assisting any employee which the steward represents in preparing and presenting a grievance in accordance with the grievance procedure
- (c) supervision of ballot-boxes and other related functions during ratification votes
- (d) carrying out duties within the realm of assigned safety responsibilities for stewards who are members of safety committees
- (e) attending meetings called by management.

2.7 Bulletin Boards

The Employer shall provide bulletin board facilities for the exclusive use of the Union, the sites to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business affairs of the Union.

2.8 Union Insignia

- (a) A Union member shall have the right to wear or display recognized insignia of the Union.
- (b) The recognized insignia of the Union shall include the designated "bcgeu". This designation shall, at the employee's option, be placed on stenography typed by a member of the Union. This designation shall be placed below the signatory initials on typewritten correspondence.

2.9 Right to Refuse to Cross Picket Lines

All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the Labour Code of British Columbia. Any employee failing to report for duty shall be considered to be absent without pay. Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

2.10 Time Off for Union Business

- (a) *Without Pay* -- Leave of Absence without pay and without loss of seniority will be granted:
 - (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated
 - (2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area
 - (3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the bargaining committee
 - (4) to employees called by the Union to appear as witnesses before an arbitration board.
- (b) *With Pay* -- Leave of Absence with basic pay and without loss of seniority will be granted to employees who are Table Officers of the B.C. Government and Service Employees' Union who are representatives of the Union on the Union's Bargaining Committee to carry on negotiations with the Employer.

To facilitate the administration of this section when leave without pay is granted, the leave shall be given for salary and benefit costs, including travel time incurred. Leave of absence granted under this Article shall include sufficient travel time. The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this Article. It is understood that employees granted leave of absence pursuant to this Article shall receive their current rates of pay while on leave of absence with pay. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

2.11 Emergency Services

The Parties recognize that in the event of a strike or lock out, situations may arise of an emergency nature. To this end, the Employer and the Union will agree to provide services of an emergency nature.

2.12 Bargaining Unit Work

Excluded personnel shall not perform Bargaining Unit work on a regular or continuous basis. Bargaining Unit work does not include work currently performed by excluded personnel or work considered as a normal part of the duties of excluded personnel.

2.13 Job Assignment

Whenever possible, duties shall be performed by those persons assigned to those positions.

ARTICLE 3 - UNION SECURITY

- (a) All employees in the bargaining unit who on March 10, 1978 were members of the Union or thereafter became members of the Union, shall, as a condition of continued employment, maintain such membership.
- (b) All employees hired on or after February 20, 1979 shall, as a condition of continued employment, become members of the Union and maintain such membership, upon completion of thirty (30) calendar days as an employee.
- (c) Nothing in this Agreement shall be construed as requiring a person who was an employee prior to March 10, 1978 to become a member of the Union.

ARTICLE 4 - CHECK-OFF OF UNION DUES

- (a) The Employer shall, as a condition of employment, deduct from the monthly wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union. Each employee shall sign a Dues Authorization Check-Off form.
- (b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.
- (c) Deduction shall be made biweekly. Membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.
- (d) All deductions shall be remitted to the Union or its assigns not later than twenty-eight (28) calendar days after the date of deduction and the Employer shall also provide a list of names as well as classifications of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee.

(e) Before the Employer is obliged to deduct any amount under Section (a) of this Article, the Union must advise the Employer in writing of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the Staff Representative of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.

(f) From the date of the signing of this Agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit, except such other deductions as may be mutually agreed to from time to time.

(g) The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1st of the succeeding year.

ARTICLE 5 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off. A new employee shall be advised of the name and location of his steward. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce him to his steward. The Employer agrees that the Bargaining Unit Chairperson or his designate will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for fifteen (15) minutes during the employee's orientation for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Employer and the Union. This orientation will take place prior to the employee working his first shift, wherever possible. A copy of the Collective Agreement will form part of the orientation package given to the employee by the Employer.

ARTICLE 6 - EMPLOYER'S RIGHTS

The Union acknowledges that the management and directing of the employees in the bargaining unit is retained by the Employer except as this Agreement otherwise specifies.

It is understood that the exercise of the rights of the Municipality under this section does not relieve the Municipality of its obligation arising out of any other provision of this Agreement, or limit the rights of the employees arising out of any other provisions of this Agreement.

The Parties agree that the foregoing enumeration of Management's rights shall be vested in the City Manager or his delegate.

ARTICLE 7 - EMPLOYER-UNION RELATIONS

7.1 Representation

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. To implement this, the Union shall supply the Employer with the names of its officer and similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

7.2 Union Bargaining Committees

A Union Bargaining Committee shall not exceed five (5) members of the bargaining unit, but shall include members of the staff of the Union when negotiating with the Employer.

7.3 Union Representatives

The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance.

Members of Union staff shall notify the excluded designated supervisory official in advance of their intention and their purpose for entry and shall not interfere with the operation of the section concerned. In order to facilitate the orderly, as well as the confidential investigation of grievances, the Employer will attempt to make available to Union representatives or stewards temporary use of an office or similar facility.

7.4 Technical Information

The Employer agrees to provide to the Union such information that is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes. In addition, the Employer shall make available to the Union, member information submitted with each dues tape. This information shall include the following: Social Insurance Number, Surname and First Name, Address, Sex, Birth Date, Job Classification Number and Job Step, Gross Pay, Month-to-Date Dues, and will be provided in ASCII language, when available to the Employer.

ARTICLE 8 - GRIEVANCES

8.1 Grievance Procedure

The Employer and the Union recognize that grievances may arise concerning:

- (a) differences between the Parties respecting the interpretation, application, operation, or any alleged violation of a provision of this Agreement, or Arbitral Award, including a question as to whether or not a matter is subject to arbitration.
- (b) the dismissal, discipline, or suspension of an employee bound by this Agreement. The procedure for resolving a grievance shall be the grievance procedure in this Article.

8.2 Step 1

In the first step of the grievance procedure every effort shall be made to settle the dispute with the designated local supervisor. The aggrieved employee shall have the right to have his steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the Union steward, to Step 2 of the grievance procedure.

8.3 Time Limits to Present Initial Grievance

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Section 8.4, must do so no later than twenty-one (21) calendar days after the date:

- (a) on which he was notified orally or in writing, of the action or circumstances giving rise to the grievance;
- (b) on which he first became aware of the action or circumstances giving rise to the grievance.

8.4 Step 2

- (a) Subject to the time limits in 8.3, the employee may present a grievance at this level by:
 - (1) recording his grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;

- (2) stating the Article or Articles of the Agreement infringed upon or alleged to have been violated, and the remedy or correction required, and
 - (3) transmitting this grievance to the designated local supervisor through the Union steward.
- (b) The local supervisor shall:
- (1) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2;
 - (2) provide the employee with a receipt stating the date on which the grievance was received.

8.5 Time Limit to Reply at Step 2

The representative designated by the Employer to handle grievances at Step 2 shall reply in writing to an employee's grievance within fourteen (14) calendar days of receiving the grievance at Step 2.

8.6 Step 3

The Staff Representative of the Union, or his designate, may present a grievance at Step 3:

- (a) within fourteen (14) calendar days after the decision has been conveyed to him by the representative designated by the Employer to handle grievances at Step 2;
- (b) within fourteen (14) calendar days after the Employer's reply was due.

8.7 Time Limit to Reply at Step 3

The representative designated by the Employer to handle grievances at Step 3 shall reply in writing to the grievance within thirty (30) calendar days of receipt of the grievance at Step 3.

8.8 Failure to Act

If the Staff Representative of the Union, or his designate, does not present a grievance to the next higher level within the prescribed time limits, the grievance will be deemed to have been abandoned; however, the Union shall not be deemed to have prejudiced their position on any future grievance.

8.9 Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step 3, and pursuant to Article 9, the Staff Representative, or his designate, may inform the Employer of his intention to submit the dispute to arbitration within:

- (a) thirty (30) calendar days after the Employer's decision has been received;
- (b) thirty (30) calendar days after the Employer's decision was due.

8.10 Administrative Provisions

- (a) Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by registered mail.
- (b) Grievances, replies and notification shall be deemed to be presented on the day on which they are registered, and received on the day they were delivered to the appropriate office of the Employer or the Union.
- (c) In the event of a dispute, strike, lockout, or other work stoppage in the Canada Post office, within British Columbia, this section shall not apply.

8.11 Dismissal and Suspension Grievances

- (a) The Employer shall notify an employee in writing of a decision to suspend, or discharge the employee and shall in the notice indicate the reasons for the action.

- (b) A copy of the written notice of dismissal or suspension shall be forwarded to the President of the Union or his designate, within five (5) working days of the action being taken.
- (c) The employee, within ten (10) working days of receiving the notice, may file a grievance regarding the Employer's action at Step 3 of the grievance procedure.
- (d) The grievance shall be heard by an arbitration board (or a single arbitrator if mutually agreed) within ten (10) working days of filing. The Chairman, or single arbitrator, shall be selected from a mutually agreed list on the basis of the person who is available to hear the case within ten (10) days.

8.12 Deviation from Grievance Procedure

The Employer agrees that after a grievance has been initiated by the Union, the Employer's representatives will not enter into discussion or negotiation, with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union. In the event that after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that pursuant to this Article, the grievance shall be considered to have been abandoned.

8.13 Policy Grievance

Where either Party to this Agreement disputes the general application, interpretation, or alleged violation of an Article of this Agreement, the dispute shall be discussed initially with the Municipal Administration or the Union as the case may be, within thirty (30) calendar days of the occurrence. Where no satisfactory agreement is reached, either Party may submit the dispute to arbitration, as set out in Article 9 of this Agreement.

8.14 Technical Objections to Grievances

It is the intent of both Parties to this Agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end, an arbitration board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

8.15 Effective Date of Settlements

Settlements reached at any step of the grievance procedure in this Article, other than 8.13, shall be applied retroactively to the date of the occurrence of the action or situation which gave rise to the grievance, but not prior to the effective date of the Agreement in effect at the time of the occurrence or the date set by a board of arbitration.

8.16 Amending of Time Limits

The time limits fixed in this grievance procedure may be altered by mutual consent of the Parties, but the same must be in writing.

ARTICLE 9 - ARBITRATION

9.1 Arbitration

The Union may submit a grievance to arbitration within thirty (30) calendar days of failing to resolve the issue at the Step 3 level or thirty (30) calendar days from when the Step 3 response was due. The Employer shall be informed of this decision.

9.2 List of Arbitrators

The arbitrators agreed to in Appendix "E" shall be selected on a rotating basis, provided he/she is available to convene a hearing within thirty (30) calendar days (ten (10) working days for Article 8.11). Should none of these arbitrators be available within the thirty (30) calendar day period, then the Parties may by mutual agreement select an alternative Arbitrator.

9.3 Decision of the Arbitrator

The decision of the arbitrator shall be final, binding, and enforceable on the Parties. The arbitrator shall have the power to dispose of a grievance by any arrangement deemed just and equitable. However, the arbitrator shall not have the power to change this Agreement by altering, modifying or amending any provisions.

9.4 Costs

The Parties to this Agreement shall jointly bear the cost of the arbitrator and each of the Parties shall bear the cost of its own representatives and witnesses.

9.5 Amending Time Limits

The time limits fixed in the arbitration procedure may be altered by mutual consent of the Parties but the same must be in writing.

9.6 Witnesses

At any stage of the grievance or arbitration procedure, the Parties may have the assistance of the employee(s) concerned as witnesses. All reasonable arrangement will be made to permit the concerned Parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

9.7 Grievance Recommendations

If a difference arises between the Parties relating to the dismissal, discipline or suspension of an employee, or the interpretation, application, operation or alleged violation of the Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, Ron Keras, 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 from 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.

9.8 Expedited Arbitration

Subject to Article 9.1, expedited arbitration shall refer to a system of rights arbitration incorporating procedures specifically designed to reduce delay and/or cost in the hearing and issuance of an award.

- (a) All grievances except dismissals or suspensions greater than ten (10) days shall be considered suitable for and resolved by expedited arbitration.
- (b) The Parties shall mutually agree upon a single arbitrator whose name shall be taken from a list in Appendix "E"- List of Single Arbitrators.
- (c) The arbitrator shall hear the grievance and shall render a decision within two (2) working days of such hearings. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.

- (d) Arbitration awards shall be of not precedential value and shall not, therefore, be referred to by the Parties in respect of any other matter.
- (e) All settlements of expedited arbitrations shall be "*without prejudice*".
- (f) The Parties shall equally share the cost of fees and expenses of the Arbitrator and hearing room.
- (g) No later than two (2) weeks prior to the scheduled hearing for each grievance, the Union and the Employer shall prepare a statement of agreed facts for presentation at the hearing. They will identify the names of all witnesses that they intend to call and will advise the other Party of the purpose for which that witness is being called. They will also identify any preliminary issues that they intend to raise with the Arbitrator and the remedy being sought.
- (h) Notwithstanding the above, either Party may take any grievances to full Arbitration as per Article 9 of this Agreement.

ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

10.1 Burden of Proof

In all cases of discipline, the burden of proof of just cause shall rest with the Employer.

10.2 Dismissal

The City Manager or his designate may dismiss any employee for just cause. Notice of dismissal shall be in writing and shall set forth the reasons for dismissal.

10.3 Suspension

The City Manager or any official specifically authorized by the City Manager may suspend an employee for just cause. Notice of suspension shall be in writing and shall set forth the reasons for the suspension.

10.4 Dismissal and Suspension Grievance

All dismissal and suspension grievances shall be filed at Step 3 of the grievance procedure. It is understood that all Step 3 grievances shall be dealt with by the City Manager.

A copy of the written notice of the dismissal or suspension shall be forwarded to the Staff Representative of the Union within five (5) working days of action being taken.

10.5 Right to Grieve Other Disciplinary Action

- (a) Disciplinary action grievable by the employee shall include written censures, letters of reprimand and adverse reports or performance evaluation. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in his file, he shall be entitled recourse through the grievance procedure and the eventual resolution thereof shall become part of his personnel record.
- (b) Upon the employee's request any such document, other than official evaluation reports, shall be removed from the employee's file after the expiration of twenty-four (24) months from the date it was issued provided there has not been a further infraction. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

10.6 Evaluation Reports

Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity after the interview to read and review the appraisal. Provision shall be made on the evaluation form for an employee to sign it. The form shall provide for the employee's signature in two (2)

places; one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. The employee shall sign in one of the places provided. No employee may initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the appraisal. An employee shall, upon request, receive a copy of this evaluation report at time of signing. An evaluation report shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedures of this Agreement.

10.7 Personnel File

An employee or the President of the Union or his/her designate with the written authority of the employee, shall be entitled to review the employee's personnel file(s), both paper and, if applicable, electronic, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance. The employee or the President, as the case may be, shall give the Employer adequate notice prior to having access to such file(s).

10.8 Right to Have Steward Present

(a) An employee shall have the right to have his steward present at any discussion with supervisory personnel which the employee has been advised might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact his steward, providing that this does not result in an undue delay of the appropriate action being taken.

(b) A steward shall have the right to consult with a staff representative of the Union and to have a local representative present at any discussion with supervisory personnel which the steward has been advised might be the basis of disciplinary action against the steward providing that this does not result in an undue delay of the appropriate action being taken.

10.9 Rejection During Probation

The Employer may dismiss a probationary employee for just cause. The test of dismissal for just cause shall be a test of suitability for the probationary employee for continued employment in the position to which he has been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

10.10 Abandonment of Position

An employee who fails to report for duty for five (5) consecutive working days without informing the Employer of the reason for his absence will be presumed to have abandoned his position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not informing the Employer.

ARTICLE 11 - SENIORITY

11.1 Seniority Defined

For the purpose of this Agreement:

(a) Service Seniority shall mean the length of continuous service as an employee in the service of the Municipality of Fort St. John.

(b) There shall be two (2) separate seniority blocks, both based on a date of hire system.

(1) Full-time seniority blocks for those employees who are regularly scheduled to work thirty (30) or more hours per week.

(2) Part-time seniority block for those employees who are regularly scheduled to work less than thirty (30) hours per week.

Employees who move from a part-time to full-time position and vice versa shall have their seniority prorated, (e.g. 18 months part-time = 9 months full-time or 9 months full-time = 18 months part-time.)

(3) Additionally, effective July 1, 1992, employees who work less than an average of thirty (30) hours per week, will have to work at least three (3) shifts per calendar quarter to accrue seniority.

11.2 Seniority List

(a) The Employer shall maintain a service seniority list showing the date each regular employee commenced employment in the service of the Municipality of Fort St. John. An up-to-date service seniority list shall be sent to the Staff Representative of the Union annually.

(b) Any problems or errors with respect to implementing Articles 11.1, 11.2 and 11.3 shall be referred to the Labour/Management Committee for final determination.

(c) In the event two (2) or more employees have the same seniority date, the matter of determining their seniority shall be by using the last three (3) digits of the employee's Social Insurance Number. Seniority will be determined in descending order from the highest number to the lowest number.

11.3 Loss of Seniority

(a) An employee on leave of absence without pay, other than leave of absence for an elected or appointed position in the Union, shall not accrue seniority for leave periods over thirty (30) calendar days. An employee who is on leave of absence without pay in an elected or appointed position of the Union shall continue to accrue seniority without benefits during the leave period. Upon returning the employee shall receive his/her position back, or a position of equal rank and salary.

(b) An employee on a claim recognized by the WCB shall be credited with service seniority equivalent to what he/she would have earned had he/she not been absent and had been able to work.

(c) An employee shall lose his seniority as an employee in the event that:

- (1) he is discharged for just cause;
- (2) subject to 11.4, he voluntarily terminates his employment or abandons his position;
- (3) he is on layoff for more than one year.

(d) If an employee works less than three (3) shifts per quarter, seniority shall be retained but not accrued.

11.4 Re-employment

An employee who resigns his position and within sixty (60) calendar days is re-employed shall be granted a leave of absence without pay covering those days absent and shall retain all provisions and rights in relation to seniority and other fringe benefits, provided he has not withdrawn his superannuation contributions.

11.5 Care & Nurturing/Bridging of Service

The Employer shall grant, upon request, a leave of absence for the purpose of raising/caring for a minor child on a full-time basis. Seniority shall be retained but not accrued. The following conditions will apply:

(a) During an employee's employment with the City, total leave granted under this Article shall not exceed three (3) years.

- (b) The minimum period of leave granted under this Article shall be one (1) year.
- (c) The employee shall be required to serve a ninety (90) calendar day probationary period upon returning to work.
- (d) The employee shall confirm their intention of returning to work at least six (6) months prior to the expiration of the leave. Such notice shall be waived if the employee is the successful applicant to a posted position.
- (e) During the leave the employee must not have been engaged in remunerative employment for more than six (6) months.

ARTICLE 12 - SERVICE CAREER POLICY

12.1 Posting/Filling of Vacancies

All positions within the bargaining unit that are vacant, or all new positions, that are to be filled shall be posted on the bulletin boards for a period of not less than five (5) working days prior to the closing date. Such postings shall contain the following information:

- (a) Classification;
- (b) Salary;
- (c) Job Duties;
- (d) Number of positions being filled if more than one.

As a vacancy occurs, the Employer may review the needs of the organization. If the Employer is proposing to review organizational manpower levels or restructuring, etc., a letter will be forwarded to the local chair advising same within a forty-five (45) calendar day period of the position being vacant.

12.2 Role of Seniority on Promotions and Transfers and Filling of Vacancies

The Parties hereto agree that filling of vacancies, promotions and transfers shall be made on the basis of seniority, provided the employee concerned possesses the necessary qualifications, skill, knowledge and ability to fulfil the job requirements.

12.3 Letter of Preference

In order that all employees have an equal opportunity to apply on vacant or new bargaining unit positions, employees shall be allowed to submit a "*Letter of Preference*" indicating which position/classification they wish to apply on. Letters of Preference shall remain valid for six (6) months.

12.4 Notification

Unsuccessful in-service applicants to posted positions will be notified in writing of the name and classification of the successful applicant and the reasons why they were unsuccessful. This notification will occur within five (5) days of the successful candidate being notified. All in-service applicants who are members of the Union shall be given priority in respect of placement and promotion.

12.5 Trial Period on Promotions, Transfers and Filling of Vacancies

In the case of filling of vacancies, promotions or transfers, a successful applicant shall be placed on trial for a period of sixty (60) calendar days. Conditional on satisfactory service, the employee shall be declared to have completed the trial period following the sixty (60) calendar days. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, the employee shall be returned to the former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred

because of the rearrangement of positions shall also be returned to the former position, wage or salary rate, without loss of seniority.

12.6 Right to Appeal

- (a) Where an employee feels he has been aggrieved by any decision of the Employer relating to filling of vacancies, promotion, demotion, or transfer, the employee may appeal the decision to the City Manager within fourteen (14) calendar days of being notified, in writing, of the reasons why he was unsuccessful. Where an appeal has been filed, no permanent appointments, transfers, promotions or demotions shall take place until the appeal has been adjudicated by the City Manager.
- (b) The decision of the City Manager shall be in writing to the Union and employee. An employee unsatisfied with the decision of the City Manager may grieve the decision within five (5) days of receipt, pursuant to Article 9 of the Collective Agreement.

12.7 Disabled, Injured or Older Worker

On request, the Employer may provide suitable alternate employment with no reduction in pay rate when, through advancing years, injury, illness, or handicap, an employee is unable to perform his normal duties. Such employee shall not displace an employee with more seniority.

12.8 Transfers Without Posting

Lateral transfers or voluntary demotions may be granted without posting, for:

- (a) compassionate or medical grounds to employees who have completed their probationary period
- (b) all employees who have become incapacitated by industrial injury or industrial illness.

12.9 On-the-Job Training

It is agreed that the Employer recognizes the value of on-the-job training and will endeavour to provide employees with opportunities to receive training in order to qualify for promotion or transfer.

The Employer shall canvass all employees, a minimum of once per year, to determine who wishes to receive training. Additionally, employees may apply in writing, at any time, to the Employer requesting that they be considered for on-the-job training.

The Employer shall respond, in writing within sixty (60) calendar days, to an employee's request for training.

- (a) Where the Employer rejects the request for on-the-job training the employee shall be advised of the reason(s) why. An employee who's request for training is denied may, within thirty (30) calendar days, give written notice to the Joint Labour/Management Committee, that they wish to appeal the decision. The Joint Labour/Management Committee shall then meet to review the request and to make recommendation to the City Manager.
- (b) Where the Employer accepts the request for on-the-job training, the written notice, whenever possible, will outline the specifics of the training program (eg: approximate start and finish date, number of hours of training and the evaluation process).
- (c) An employee may be rejected from the training program on or after twenty (20) working days for reasonable cause. An employee shall be informed in writing of the reason(s) for such rejection and such rejection shall be subject to the grievance procedure.

The Employer will give priority to training which meets the operational needs of the department. On-the-job training shall be offered to employees in a descending order of seniority on a rotational basis.

Successful completion of an on-the-job training program does not mean automatic reclassification of the employee; however, an employee may apply in writing for reclassification. The Employer will respond,

in writing, within sixty (60) calendar days, to an employee's request for reclassification. If the Employer rejects the request for reclassification, the employee shall be advised of the reason(s) why.

An employee shall receive his current rate of pay when he has been designated, in writing, for on-the-job training.

12.10 Training Courses

Candidates for any training program will be selected on the basis of related classification seniority within a work group. In the case of employees who have unsuccessfully taken the same course in the preceding two (2) years, selection will be made on the basis of all other qualified candidates having first exercised their option for such training.

12.11 Time to Participate in Courses

Where work loads permit, employees may be granted reasonable time during the regular work day to complete any training course which is approved as part of a recognized training program. The Parties recognize however, that the employees who avail themselves of the provisions of this Article have a responsibility to devote some of their own time to prepare themselves for examinations and to complete such courses.

12.12 Union Observer

The President of the Union or his/her designate may sit as an observer on a selection panel for positions in the bargaining unit. The observer shall be a disinterested Party.

ARTICLE 13 - LAYOFF AND RECALL

13.1 Layoff Defined

In the event of the need to layoff an employee(s), which shall include, by definition, a reduction in the regular hours of work as defined in this Agreement, or terminate employment for reasons including work program redundancy or elimination, reduction, or change, or budget limitation, the following provisions shall apply.

13.2 Layoff, Recall and Bumping

- (a) *Layoff* - in the event of a layoff, employees shall be laid off in reverse order of seniority within their department.
- (b) *Recall* - laid off employees, with recall rights, shall be recalled in order of seniority; provided he has the necessary qualifications for the position.
- (c) *Application* - the location, classification or classification series of employees to be laid off or recalled shall be subject to joint Employer/Union negotiations.
- (d) An employee affected by a layoff may bump any employee who has less seniority, provided he has the necessary qualifications to fill the position.
- (e) Prior to the layoff of an employee under this Article, the Employer and the Union may meet and determine the appropriate department in which to conduct a pre-layoff canvass to invite:
 - (1) resignation with severance as provided in 13.4; or
 - (2) where eligible, early retirement.

Where an employee selects an option, once confirmed in writing, such acceptance is final and binding upon the employee, subject to the agreement of the Employer.

The Employer may establish reasonable time periods in which responses from employees will be received for consideration.

(f) The Annual Maintenance Shut Down at the swimming pool is not deemed to be a layoff, providing that;

- (1) the maintenance shut down is not in excess of four (4) weeks;
- (2) the Employer advises, in writing, affected employees a minimum of three (3) months in advance of the dates of the maintenance shut down.

Pool employees will not be able to exercise bumping rights during the Annual Maintenance Shut Down; however,

- (1) The Labour/Management Committee will meet prior to the shut down and discuss the availability of alternate employment for full-time staff members affected by the shut down.
 - (2) The Employer will provide full-time employees, assigned to the pool, alternate work if available for the duration of the annual maintenance shut down. Full-time employees will have the option of declining alternate work and taking vacation, time off in lieu of banked overtime, or an unpaid leave of absence during the annual maintenance shutdown.
- (g) Part-time employees, assigned to the pool, will have the option of taking vacation, time off in lieu of banked overtime or an unpaid leave of absence during the annual maintenance.

13.3 Advance Notice

The Employer shall notify, in writing, regular employees who are to be laid off, fifteen (15) working days prior to the effective date of layoff. If the employee has not had the opportunity to work fifteen (15) full days after notice of layoff, he shall be paid in lieu of work for that part of the fifteen (15) days during which work was not made available.

13.4 Severance Pay

Within fifteen (15) working days of receipt of notice of layoff an employee must notify the City Manager that he/she elects:

- (a) to be placed on a recall list following layoff or;
- (b) to exercise their bumping privileges as per Article 13.2(d);
- (c) to resign with severance pay, if it has been mutually determined by the Union and Employer that there is no suitable alternate work available that the employee is qualified to perform, at a rate of five percent (5%) of current annual salary for each completed year of employment, to a maximum of one (1) year's annual salary;
- (d) the maximum severance pay for those hired after January 1, 1990 shall be six (6) months' salary.

It is understood that severance pay is not available to an employee completing a term-certain position.

ARTICLE 14 - HOURS OF WORK

14.1 Hours of Work

The weekly hours of work, exclusive of meal periods taken away from the work station but including paid holidays, will be as defined in Appendix "A".

14.2 Work Schedules

- (a) Work schedules shall be established at the local level.
- (b) Work schedules shall be posted a minimum of fourteen (14) days in advance.
- (c) No shift for part-time employees shall be less than two (2) hours in duration, except for students. No shift for a student shall be less than one (1) hour in duration.
- (d) In the event that a shift for a full-time employee is changed without forty-eight (48) hours notice, overtime rates will be paid for work performed on the first (1st) shift of the change. In the event that a part-time employee's shift is changed without twelve (12) hours notice, overtime rates will be paid for work performed on the first (1st) shift of the change. This subsection does not apply to auxiliary employees.
- (e) In the event that an employee shows up for work, and is not required due to a shift change, the employee shall receive four (4) hours at straight-time, in addition to overtime rates for all other hours worked in the day.
- (f) Where work schedules cannot be agreed upon at the local level to meet changes in hours of operation, the matter shall be referred by either Party to the Labour/Management Committee for consideration and agreement.
- (g) The Labour/Management Committee shall meet within four (4) days to consider the matter. Within three (3) days of the initial meeting, the Labour/Management Committee shall either resolve the matter or refer it to arbitration.
- (h) Pending resolution at the Labour/Management Committee, the Employer may, on an interim basis, change work schedules to meet operational needs.
- (i) Work schedule changes will be limited to a maximum of three (3) per year, except by mutual agreement.
- (j) *Winter Schedules for Maintenance Crews* - the Union and the Employer recognize that the implementation for City maintenance shifts is largely dependent on winter conditions and that shifts may have to be implemented on short notice. However, it is agreed that wherever possible, the negotiations of these work schedules should be undertaken at least forty-five (45) calendar days prior to anticipated commencement and that fifteen (15) calendar days should be provided for any sign up and selection process which is involved.
- (k) Except for part-time and auxiliary employees, the minimum length of the scheduled work day shall be seven/eight (7/8) hours.
- (l) The normal days of rest, except as otherwise required, in the work schedule shall be Saturday and Sunday. There shall be a minimum of two (2) consecutive days of rest in a seven (7) day period for all regular full-time employees and a minimum of thirty-two (32) hours of rest for all regular part-time employees. For the purposes of this Article a regular full-time employee shall be defined as a regular employee working thirty (30) or more hours per week on a regular basis.
- (m) *Rotation of Shifts* - Where shift rotation is the norm within the department, it shall be done on an equitable basis among the employees within a classification. By mutual agreement, an employee, exercising her seniority, will be permitted to choose more than her share of the non-day shifts.

In the event that agreement cannot be reached at the local level, the issue in dispute shall be referred to the Labour/Management Committee, referred to in Article 29 of the Collective Agreement within five (5) working days for resolution. In the event that the Labour/Management Committee cannot effect an equitable solution to the issue in dispute, the matter may be grieved at Step 3 of the grievance procedure.

14.3 Rest Periods

All employees shall have two (2) fifteen (15) minute rest periods in each work period in excess of six (6) hours, one (1) rest period to be granted before and one (1) after the meal period. Employees working a shift of three and one-half (3½) hours but not more than six (6) hours, shall receive one (1) rest period during such a shift. Rest periods shall not begin until one (1) hour after the commencement of work or not later than one (1) hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the employee.

14.4 Standby Provisions

(a) When employees are required to stand by to be called for duty under conditions which restrict their normal off-duty activities, they shall be compensated at straight-time in the proportion of one (1) hour's pay for each six (6) hours standing by. No standby payment shall be made if an employee is unable to be contacted or to report for duty when required. The provisions of this section do not apply to part-time employees who are not assigned a regular working schedule and who are normally required to work whenever called. Employees who are standing by shall be provided with pagers.

(b) Employees required to stand by under paragraph (a) will not be required to stand by on two (2) consecutive weekends or two (2) consecutive designated paid holidays, except by mutual agreement. The provisions of this paragraph will not apply in emergency situations.

14.5 Meal Periods

The scheduling and length of meal periods shall be mutually agreed upon, however, meal periods shall not be less than one-half (½) hour, or exceed one (1) hour except that when adequate facilities are not available during inclement weather employees may carry on with their duties during the normal break subject to the approval of their local supervisor. On such occasion the employee(s) shall terminate their regular day's work earlier by the length of the meal break.

14.6 Flexitime

(a) For the purpose of this Agreement, flexitime means the hours worked by an employee, or group of employees, who are given authority by the Employer to:

(1) choose their starting and finishing times; and

(2) choose their length of work day within a stated maximum number of hours, subject to meeting the required annual hours of work in accordance with this Agreement through a specified averaging period which shall be determined at the local level. A record shall be kept by both Parties.

(b) The maximum hours to be worked in a shift, exclusive of meal periods shall be twelve (12). The averaging period shall be either 70/80 hours in a fourteen (14) day period or 140/160 hours in a twenty-eight (28) day period.

(c) The full-time employee on flexitime who has a day of absence, whether with or without pay, will be deemed to be absent for seven (7) or eight (8) hours providing at least seven (7) or eight (8) hours are required to complete the averaging period. If less than seven (7) or eight (8) hours are required to complete the averaging period, such number of hours will be deemed to be the hours of absence.

ARTICLE 15 - SHIFT WORK

15.1 Definition of Shift or Shift Premium

(a) *Definition of Shift*

(1) All hours worked on any shift which starts between 04:30 and 13:59, inclusive, shall be considered a day shift.

(2) All other shifts shall be non-day shifts.

(b) *Shift Premium:* (all employees)

Effective January 1, 1994, seventy-five cents (75¢) per hour for all non-day shifts.

(c) *Split Shift Premium*

Employees shall not be required to work shifts which are split by longer than a one (1) hour meal period pursuant to Article 14.5, except by mutual agreement, for which a premium payment of one dollar (\$1) per hour shall be paid for all hours worked on all portions of such shift. Under no circumstances shall a shift be split into more than two (2) parts.

(d) An employee working a full shift which begins between 11:00 and 13:59, inclusive, shall receive the non-day shift premium for all hours worked after 14:00.

15.2 Short Changeover

(a) If shifts for regular full-time and regular part-time employees are scheduled so that there are not twenty-four (24) hours between the start of an employee's shift and the start of the next shift, overtime rates apply to hours worked on the succeeding shift within the twenty-four (24) hour period.

(b) Where an employee exercises seniority rights to work shifts, one (1) of which falls within the twenty-four (24) hour period from the start of the previous shift, the employee shall not be entitled to claim overtime rates referred to in paragraph (a).

(c) If shifts for auxiliary employees are scheduled so that there are not twelve (12) hours between the start of an employee's shift and the start of the next shift, overtime rates apply to hours worked on the succeeding shift within the twelve (12) hour period and for all hours worked within eight (8) hours of the end of the shift and the time the employee reports for duty on his next shift.

15.3 Exchange of Shifts

Employees may exchange shifts with the approval of the Employer up to five (5) times per calendar year, provided that a minimum of two (2) weeks advance notice in writing is given and provided that there is no increase in cost to the Employer. Additional shift exchanges may be granted by the Employer to enable employees to participate in professional development courses and/or seminars.

15.4 Shortfall of Shifts

There shall be no payback for shortfall of annual working hours in the shift systems determined at the local level.

ARTICLE 16 - OVERTIME

16.1 Definitions

(a) "*Overtime*" means work performed by a full-time employee in excess or outside of his regularly scheduled hours of work.

- (b) *"Straight-time rate"* means the hourly rate of remuneration.
- (c) *"Time and one-half"* means one and one-half (1½x) times the straight-time rate.
- (d) *"Double time"* means twice (2x) the straight-time rate.
- (e) *"Double time and one-half"* means two and one-half (2½x) times the straight-time rate.

16.2 Authorization and Application of Overtime

- (a) An employee who is required to work overtime shall be entitled to overtime compensation when:
 - (1) the overtime worked is authorized in advance by the Employer; and
 - (2) the employee does not control the duration of the overtime worked.
- (b) Notwithstanding the foregoing, the Employer and the Union recognize that the nature of the work carried out by persons in some classifications is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime worked.

In such cases, the employee shall use his discretion in working the overtime and the Employer shall be considered to have authorized the overtime in advance.

16.3 Overtime Entitlement

- (a) An employee will be entitled to compensation for authorized overtime in excess of:
 - (1) the scheduled daily hours; or
 - (2) the maximum daily hours for those employees on flextime; or
 - (3) the agreed averaging period.
- (b) For the purposes of calculating the hourly rate for overtime, an employee's monthly rate shall be divided by the monthly hours.
- (c) Overtime shall be compensated in thirty (30) minute increments, however, employees shall not be entitled to any compensation for periods of overtime of less than fifteen (15) minutes per day.

16.4 Recording of Overtime

Employees shall record starting and finishing times for overtime worked in a form determined by the Employer.

16.5 Sharing of Overtime

Overtime work shall be offered to qualified employees on a rotational basis. Records of overtime offered shall be made available to the Union upon request.

16.6 Overtime Compensation

- (a) All employees shall be compensated for overtime work performed before and after regular working hours, and be compensated at the rate of one and one-half (1½) times for the first two (2) hours immediately before or after regular shift, and double time (2x) beyond two (2) hours and at all other times.
- (b) The employee will have the option of:
 - (1) choosing pay; or
 - (2) time off [to a maximum of ten (10) days annually, provided such time off is scheduled by mutual agreement. An additional five (5) days may be approved at the sole discretion of the Employer]; or

- (3) directing the cash equivalent into an RRSP program as provided for in Article 32.5.

There is no restriction on the amount that can be accrued in options (1) and (2) above, however all "banked" time must be taken as per above prior to March 31st of the year following the time of banking.

- (c) An employee on travel status who is required to travel on municipal business outside his regular working hours shall be compensated at the applicable overtime rates for all hours travelled. The Employer shall determine the means of such travel. This section does not apply to employees requesting to attend conventions, training, seminars or other events.

16.7 Overtime Meal Allowance

- (a) When an employee is required to work a minimum of two and one-half (2½) hours overtime immediately before or after completion of his scheduled daily hours, he shall be provided with a meal or shall be reimbursed in the amount of one-third ($\frac{1}{3}$) of the daily meal entitlement. A meal break of one-half ($\frac{1}{2}$) hour with pay will be given.
- (b) If the employee continues to work overtime beyond three (3) hours, a further meal allowance and meal break as above shall be provided upon completion of an additional four (4) hours worked, and upon the completion of every three (3) hours worked thereafter.
- (c) When an employee is not on standby and is called out for overtime prior to his scheduled shift and it was not possible to give sufficient notice to permit preparation of the meal normally taken to work, the Employer shall provide the meal or pay the overtime meal allowance.
- (d) In the case of an employee called out on overtime to work on a rest day, this section will apply only to hours worked outside his regular shift times for a normal work day.

16.8 No Layoff to Compensate for Overtime

An employee shall not be required to layoff during regular hours to equalize any overtime worked.

16.9 Right to Refuse Overtime

- (a) All employees shall have the right to refuse to work overtime, except when required to do so in emergency situations, without being subject to disciplinary action for so refusing. An employee on standby shall not have the right to refuse call-out for overtime work.
- (b) If all employees have refused to work overtime, the employee with the least seniority and who is qualified to do the work will be required to work overtime.

16.10 Overtime for Part-time Employees

Part-time and auxiliary employees working less than the hours per day for a full-time employee, in the same classification, shall be paid at the rate of straight-time for all hours worked. Regular overtime rates shall apply for all hours which exceed the hours per day for the full-time employee, all work performed on holidays and scheduled day(s) of rest.

16.11 Callout Compensation

- (a) *Callout Compensation*

An employee who is called back to work outside of his regular working hours, without prior notice, shall be compensated for a minimum of three (3) hours at overtime rates. He shall be compensated from the time he leaves his home to report for duty until the time he arrives back upon proceeding directly to and from work. Travel time shall not exceed one-half ($\frac{1}{2}$) hour each way.

(b) *Callout Time Which Abuts the Succeeding Shift*

(1) If the callout is for three (3) hours or less, the employee will be required to work the callout period and the whole of the abutting shift. In this case, compensation shall be overtime rates for the callout period and straight-time rate for the regular shift.

(2) If the callout is for longer than three (3) hours, the employee will be required to work the callout period and a portion of the abutting regular shift. The portion of the regular shift which must be worked will be regular shift less the amount that callout exceeds three (3) hours. Compensation shall be at overtime rates for the callout period and straight-time for the regular shift without shortfall.

(c) *Overtime or Callout Which Does Not Abut the Succeeding Shift*

(1) When overtime is worked there shall be an elapsed time of eight (8) hours between the end of overtime and the time the employee reports for duty on the next regular shift with no shortfall out of his regular shift.

(2) In a callout situation where at least three (3) hours which do not abut the succeeding shift are worked in the ten (10) hours preceding the start of the regular shift, there shall be an elapsed time of eight (8) hours between the end of callout and the time the employee reports for duty on his next regular shift with no shortfall out of the regular shift.

16.12 Rest Interval After Overtime

An employee required to work overtime adjoining his regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of his next regular shift. If eight (8) clear hours are not provided, overtime rates shall apply to hours worked on the next regular shift.

ARTICLE 17 - PAID HOLIDAYS**17.1 Paid Holidays**

The following have been designated as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Queen's Birthday	Christmas Day
Canada Day	Boxing Day
British Columbia Day	

It is understood that Heritage Day shall be recognized as a designated paid holiday upon proclamation. Any other holiday proclaimed as a holiday by the Federal, Provincial, or Municipal Government for the locality in which the employee is working shall also be a paid holiday.

17.2 Holidays Falling on Saturday or Sunday

For an employee whose work week is from Monday to Friday and when any of the above noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement; and when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applies to the Monday) shall be deemed to be the holiday for the purpose of this Agreement.

17.3 Holidays Falling on a Day of Rest

- (a) When a paid holiday falls on an employee's day of rest, the employee shall be entitled to a day off with pay in lieu, with scheduling of the lieu day to be by mutual agreement.
- (b) If an employee is called in to work on a day designated as the lieu day pursuant to (a) above, he shall be compensated as described in Article 16.6.

17.4 Holiday Falling on a Scheduled Work Day

- (a) A full-time employee who is scheduled to work on a designated holiday shall be compensated at the rate of double time (2x) for hours worked, plus a day off in lieu of the holiday; except for Christmas and New Year's when the compensation shall be at the rate of double time and one-half (2½x) for the hours worked, plus a day off in lieu of the holiday. The scheduling of the lieu day shall be by mutual agreement.
- (b) A part-time employee who is scheduled to work on a designated holiday shall be compensated at the rate of double time (2x) for hours worked except for Christmas and New Years day when the compensation shall be at the rate of double time and one-half (2½x) for the hours worked and receive statutory holiday pay on a pro rata basis.

17.5 Holiday Coinciding with a Day of Vacation

Where an employee is on vacation leave and a day of paid holiday falls within that period, the paid holiday shall not count as a day of vacation.

17.6 Christmas or New Year's Day Off

The Employer agrees to make every reasonable effort to ensure that employees required to work shifts shall have at least Christmas Day or the following New Year's Day off.

17.7 Paid Holiday Leave

Payment for holidays will be made at an employee's basic pay, except if an employee has been working in a higher paid position than his regular position for a majority of the sixty (60) working days of four hundred and twenty (420) hours, or four hundred and eighty (480) hours as the case may be, preceding his/her holiday, in which case he shall receive the higher pay. Provided that part-time employees shall be paid on a pro rata basis equivalent to the ratio of hours worked as a part-time employee.

ARTICLE 18 - ANNUAL VACATIONS**18.1 Annual Vacation Entitlement**

Definitions:

"Vacation Year" - For the purposes of this Article a vacation year shall be the calendar year commencing January 1 and ending December 31.

"First Vacation Year" - The first (1st) vacation year is the calendar year in which the employee's first (1st) anniversary falls.

- (a) Paid annual vacations for all regular full-time employees shall be on the following basis:

Vacation Year	Vacation Days	Percentage of Annual Gross Earnings
1 st and 2 nd year	16 working days	6%
3 rd to 10 th year	21 working days	8%
11 th to 15 th year	26 working days	10%
16 th to 20 th year	31 working days	12%
21 st year	32 working days	12.3%
22 nd year	33 working days	12.7%
23 rd year	34 working days	13%
24 th year	35 working days	13.5%
25 th year and thereafter	36 working days	13.8%

- (b) Employees engaged on a regular part-time basis shall be entitled to annual vacation days on a pro rata basis.
- (c) Employees on Long Term Disability, WCB leave over sixty (60) calendar days, or general leaves over sixty (60) calendar days shall not accrue vacation.
- (d) An employee shall receive vacation pay at his regular rate at the time the vacation is taken, except if an employee has been working in a higher paid position for the majority of the sixty (60) working days preceding his vacation, in which case he shall receive the higher rate.
- (e) Where at the end of the vacation year, the percentage calculation above indicates that an excess to the “*vacation day*” calculation is due to the employee, such payment shall be no later than the end of March, following such vacation year. Such excess may not be converted to additional vacation days. For the purposes of Article 18.1, annual gross earnings shall include regular pay, statutory holiday pay, sick pay, approved leave of absences with pay and overtime pay.
- (f) In case of termination the employee’s vacation shall be paid based on the percentage of annual gross earnings as per (e) above. Where an employee has taken more vacation than entitled to on the foregoing basis, the Employer shall recover the unearned portion.
- (g) During the first partial year of service, a new employee will earn vacation at the rate of one twelfth (1/12) of the annual entitlement for each month in which the employee has received at least ten (10) days pay at straight-time rates, or six percent (6%).
- (h) A regular employee shall not receive pay in lieu of vacation except upon termination or upon request when approved for:
- (1) a leave of absence exceeding sixty (60) days, including maternity/parental leave
 - (2) LTD benefits
 - (3) receipt of WCB benefits in excess of sixty (60) days.

18.2 Vacation Carryover

- (a) Employees may carry over up to five (5) days vacation leave per vacation year for two (2) consecutive vacation years, to a maximum of ten (10) days which must be taken not later than the third (3rd) vacation year.
- (b) Notwithstanding Article 18.1, employees on Short Term Disability Coverage, Maternity Leave, Parental Leave and Workers’ Compensation leave shall, at December 31st, receive pay in lieu of vacation exceeding the carryover maximum as per (a) above.

18.3 Vacation Scheduling

- (a) 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.
- (b) The scheduling of vacations will be by service seniority within Departments. Departments are listed as Appendix "C".
- (c) The Employer will circulate a request for vacation selection February 1st annually. Employee selections must be submitted by February 28th. Tentative schedules may be then amended, where necessary, up to March 31st.
- (d) Vacations schedules will be posted by April 1st of each year. An employee who does not exercise seniority rights within two (2) weeks of posting the vacation schedule shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.
- (e) An employee who does not schedule their vacation by March 31st must normally request vacation at least fourteen (14) calendar days in advance if three or more consecutive days of vacation are requested. Notification of approval (or not) shall be given within five (5) days (if possible) of receiving the request.
- (f) Vacation schedules, once approved by the Employer, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and the Employer. Such approval shall not be unreasonably withheld.
- (g) An employee who exercises seniority rights to move to another work location where the vacation schedule has already been completed, will not be entitled to exercise his seniority rights for that year only. However, every effort shall be made to grant vacation at the time of the employee's choice. If an employee is transferred by the Employer, he will be given the vacation time previously selected.
- (h) More than three (3) weeks of the annual vacation of any employee may be taken during July or August when mutually agreed upon.

18.4 Approved Leave of Absence With Pay During Vacation

When an employee is qualified for sick leave, bereavement leave, or any other approved leave during his vacation period, there shall be no deduction from the vacation credits for such leave, upon production of a certificate from a qualified medical practitioner or evidence of a death in the immediate family. The period of vacation so displaced shall be taken at a mutually agreed time.

18.5 Call Back on Vacation

Employees who have commenced their annual vacation shall not be called back to work except in cases of extreme emergency.

18.6 Vacation Leave on Retirement

Employees leaving on superannuation, or upon leaving at reaching maximum retirement age, are entitled to vacation as follows:

- (a) if retiring prior to April 1, they receive one-half (½) of the annual vacation;
- (b) if retiring April 1 or later, they receive the full annual vacation.

ARTICLE 19 - SICK LEAVE

19.1 Sick Leave

Employees shall earn sick leave with pay of fifteen (15) working days per year, with no restriction as to the number of days that may be accumulated; however, only one hundred and sixty (160) days will be allowed to be used in any one calendar year for illness or other items stipulated in this Agreement. Part-time employees shall earn a prorated portion of the annual entitlement based on hours worked.

- (a) Sick leave shall be credited on January 1 of each calendar year.
- (b) Employees commencing employment part way through the calendar year will be granted sick leave days at the rate of one and one-quarter (1¼) days for each month worked. Days absent due to illness will be deducted from any accumulated sick leave days. Pay deductions may be made when there are no remaining accumulated sick leave days.
- (c) Sick pay shall be paid at the employee's current rate of pay on the occasion of such sick day.
- (d) In the event of the death of an employee, any unused sick leave credit, to a maximum of one hundred and sixty (160) days, shall be paid to the estate, or a named beneficiary of the deceased as indicated in writing on a form signed by the employee and witnessed. The Employee bears the sole responsibility of keeping the named beneficiary current. Where there is no named beneficiary, where the beneficiary is deceased, or where the Employer has been advised that there is a dispute about the deceased employee's estate, then the payment shall be made to the estate.

19.2 Short Term Disability Program

It is mandatory for all eligible full-time and part-time employees to enrol in the Short Term Disability Program on the first (1st) day, of accident or illness, in the fourth (4th) consecutive week (21st day).

- (a) While on the Short Term Disability Program the employee shall receive the equivalent of seventy-five percent (75%), tax free, of his regular rate of pay up to a maximum of three thousand five hundred dollars (\$3,500) benefit with a Non-Evidence Medical Maximum of three thousand five hundred dollars (\$3,500) per month benefit.
- (b) To ensure that the employee is paid on a continuous basis, the Employer shall pay the employee the equivalent amount the employee would be paid under the STD plan until such time that the employee is receiving regular payment from the Carrier. Upon receipt of monies from the Carrier the employee shall reimburse the Employer any amounts owing.
- (c) Costs associated with transferring the employee on to the STD plan and for all necessary medical forms shall be borne by the Employer.
- (d) Employees cannot use accumulated sick leave or access the Union's Sick Leave Bank to top up the Short Term Disability Program benefits.
- (e) Employees eligible for Long Term Disability should refer to "*Article 25.5 - Long Term Disability*".
- (f) Part-time employees eligible for Short Term Disability Plan will have their STD entitlement calculated on an average of hours worked in the six (6) month period prior to the illness or accident.

19.3 Proof of Illness

- (a) The Employer may request an employee to produce a certificate from a qualified medical practitioner for the third (3rd) instance of illness in a calendar year and/or any illness exceeding three (3) days certifying that such employee is unable to carry out his duties due to illness or non-compensable accident.

- (b) The request for a certificate, when required, will be made at the time that the employee notifies the Employer that he is ill.
- (c) The cost of supplying such written information shall be borne by the Employer.

19.4 Notification

All employees must notify their Supervisor as soon as reasonably possible on the day of absence due to illness. Failure to do so may result in loss of pay.

19.5 Sick Leave Bank

It is agreed between the Parties to maintain a Sick Leave Bank to be administered by the Union. All employees of the Employer covered by this Agreement may contribute a specified number of sick days at the request of the Union, to the Sick Leave Bank, which shall be held in trust by the Employer. The Union shall requisition a specified number of days sick leave pay to be paid an employee by the Employer from the Sick Leave Bank, which shall reduce the number of days requisitioned by the Union on behalf of an employee. Sick Leave payments from the Sick Bank will be made to employees on their regular biweekly pay period.

The Employer shall, twice a year at a time to be determined by the Union, credit to the Sick Leave Bank from employees the number of sick days requested by the Union but at no time shall the net accumulated sick leave days exceed two hundred (200) days. The Union cannot deplete the employee's personal sick leave accrued bank below twelve (12) days per year entitlement.

Employees requesting access to the Sick Leave Bank shall make application, with proof of illness, to the Union Sick Leave Committee. If the employee is denied access to the Sick Leave Bank or does not have approval, from the Sick Leave Committee, in place prior to the end of the pay period the leave shall be without pay.

Employees who are entitled to Short Term Disability Program or to Long Term Disability will not be able to access the Sick Leave Bank to top up either the STD or LTD disability benefits. Access to the Sick Leave Bank is not available to probationary employees or auxiliary employees.

19.6 Joint Committee

A Joint Committee, consisting of two (2) Union and two (2) Management employees, will have a mandate of dealing with issues pertaining to Sick Leave, STD and LTD (e.g., sick leave situations which are outside the norm or suspicious in nature, difficulty with the STD and LTD programs, etc.). This Committee may be activated, by either Party, at any time to deal with issues that arise.

ARTICLE 20 - SPECIAL AND OTHER LEAVE

20.1 Bereavement Leave

In the case of bereavement in the immediate family, an employee not on leave of absence without pay shall be entitled to leave at his/her regular rate of pay for the purposes of attending the funeral or memorial, with, if necessary, an allowance for immediate return travel time. Part or all of this leave may be deferred up to one (1) year for the purposes of attending a memorial held at a later date. Leave shall not normally exceed three (3) working days for a bereavement occurring within the Regional District, and five (5) working days outside of the Regional District. Immediate family is defined as an employee's parent, spouse, child, spouse's child, brother, sister, mother/father-in-law, brother/sister-in-law, son-in-law, daughter-in-law; grandparents, spouse's grandparents, grandchildren, spouse's grandchildren, or any relative permanently residing in the employee's household or with whom the employee permanently resides. In the event of the death of the employee's, aunt or uncle, the employee shall be entitled to bereavement leave for one (1) day.

If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation credits. Additional days may be granted by the City Manager if, at his discretion, such days are warranted.

20.2 Special Leave

Where leave from work is required, an employee shall be entitled to leave at his/her regular rate of pay for the purposes of the following:

- (a) marriage of the employee.....three (3) days;
- (b) attend wedding of the employee's childone (1) day;
- (c) adoption of the employee's child.....five (5) days;
- (d) serious household or domestic emergency.....one (1) day;
- (e) moving household furniture and effects.....one (1) day;
- (f) attend his/her formal hearing to become a Canadian citizenone (1) day;
- (g) attend funeral as pallbearer or mourner (*to a maximum of four (4) days per year*)one-half (½) day;
- (h) court appearance for a hearing concerning an employee's dependent childone (1) day per year.

Additional days may be granted by the City Manager at his discretion.

20.3 Family Illness

- (a) In the case of illness of a dependent child, and when no one at the employee's home other than the employee can provide for the needs of the ill child, the employee shall be entitled, after notifying his supervisor, to use up to a maximum of five (5) days paid leave at any one (1) time for this purpose.
- (b) The maximum length specified for each circumstance shall not be exceeded; however, the leave may be granted more than once for the same circumstance within a calendar year, providing the total family illness leave, plus leave granted under Articles 20.1 and 20.2, does not exceed fifteen (15) working days per calendar year, unless additional special leave is approved by the Employer.
- (c) The Employer may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing, or if the absence is for greater than three (3) days.
- (d) Such leave is to be deducted from the employee's sick leave accrual, provided that the employee's personal sick leave accrued bank does not fall below twelve (12) days per year entitlement. If an employee requires any additional family illness days granted the employee must apply to the Union Sick Leave Bank.

20.4 Full-time Union or Public Duties

The Employer shall grant, on written request, leave of absence without pay:

- (a) For employees to seek election in a Provincial or Federal election.
- (b) For employees selected for a full-time position with the Union or any body to which the Union is affiliated for a period of one (1) year.
- (c) For employees elected to a public office for a maximum period of five (5) years.

20.5 Leave for Court Appearance

- (a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.

- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend a court shall be without pay.
- (c) An employee in receipt of his regular earnings while serving at court shall remit to the Employer all monies paid to him by the court, except travelling and meal allowances not reimbursed by the Employer.
- (d) In the event an accused employee is jailed pending court appearance such leave of absence shall be without pay.

20.6 Leave for Writing Examinations

Leave of absence with pay may be granted to allow employees time to write examinations for courses approved by the Employer. Such leave shall not be unreasonably withheld.

20.7 Leave for Taking Courses

- (a) An employee shall be granted leave with pay to take courses at the request of the Employer, including testing and recertification for certificates required by the Employer. The Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees, and course required books, necessary travelling and subsistence expenses and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.
- (b) An employee may be granted leave without pay, or leave with partial pay, to take courses in which the employee wishes to enrol.

20.8 Education Leave

The Union and the Employer both agree that it is in their mutual interest to assist in the continuing education of employees covered by this Collective Agreement.

To that end, the Union/Management Committee will jointly develop policy for the granting of Educational Leave during the life of this Agreement.

20.9 Elections

An employee eligible to vote in a Federal, Provincial or Municipal election or a referendum shall have four (4) consecutive clear hours from employment during the hours in which the polls are open, in which to cast his ballot.

20.10 General Leave

Notwithstanding any provision for leave in this Agreement, the Employer may grant leave of absence without pay to an employee requesting such leave for emergency or unusual circumstances. Such request to be in writing and approved by the Employer. Approval shall not be withheld unjustly.

20.11 Leave for Medical and Dental Care

- (a) Reasonable time off for medical and dental appointments for employees shall be permitted, but where any such absence exceeds two (2) hours the full-time absence shall be charged to the entitlement described in Article 20.3. Employees shall, whenever possible, provide the Employer with seven (7) days notice of all appointments under this Article.
- (b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their credit described in Article 20.3 the necessary return travelling time to receive personal or immediate family medical and dental care at the nearest medical centre. The Employer may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the employee's place of residence.

20.12 Donor Leave

An employee shall be granted the necessary leave of absence with pay for the purpose of donating bone marrow or an organ. Such leave is to be deducted from the employee's sick leave accrual.

20.13 Other Religious Observations

- (a) Employees who are members of non-Christian religions are entitled to up to two (2) days leave without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld.
- (b) A minimum of two (2) weeks notice is required for leave under this provision. Where two (2) weeks notice is not possible, due to the unpredictable nature of spiritual or holy days, then as much notice as possible shall be provided.
- (c) Employees granted leave under this provision may utilize or reschedule compensatory time, or unused vacation days.

20.14 Child Care Expenses

- (a) Where an employee is directed by the Employer to attend programs which are not included in the normal duties of the employee's job, and are outside their regional district location, such that the employee incurs additional child care expenses, the employee may be reimbursed for additional child care expense up to fifty dollars (\$50) per day upon production of a receipt.
- (b) Where an employee, who is not on leave of absence, attends a course directed by the Employer outside the employee's normal scheduled work day such that the employee incurs additional child care expenses, the employee may be reimbursed for the additional child care expense up to twenty five dollars (\$25) per day upon production of a receipt. This reimbursement shall not exceed fifteen (15) days per calendar year.
- (c) Reimbursement in (a) or (b) shall only apply where no one else at the employee's home can provide the child care.
- (d) The receipt shall be a signed statement including the date(s), the hourly rate charged, the hours of care provided and shall identify the care giver/agency.
- (e) The employee is required to request reimbursement of child care expenses prior to commencing the course.

20.15 Definition of Child

Whenever the word child is used in this Agreement, it shall be deemed to include a ward of the Superintendent of Child Welfare.

20.16 Compassionate Leave

The Employer may grant up to eight (8) weeks unpaid leave to an employee upon his qualification for Federal Employment Insurance Compassionate Care Benefits. This leave may be subject to operational requirements.

ARTICLE 21 - MATERNITY LEAVE**21.1 Maternity Leave**

- (a) Upon written request, an employee is entitled to up to seventeen (17) weeks of unpaid leave:

- (1) *Beginning:*
 - (i) No earlier than eleven (11) weeks before the expected birth date; and
 - (ii) No later than the actual birth date; and
 - (2) *Ending:*
 - (i) No earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period; and
 - (ii) No later than seventeen (17) weeks after the actual birth date.
- (b) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or termination of the pregnancy, she is unable to return to work when her leave ends under subsection 22.1(1) or (2). The employee must make application in writing and, if the Employer requires it, provide a doctor's certificate stating why she is unable to work.

21.2 Parental Leave

- (a) Upon written request an employee is entitled to:
 - (1) for the birth mother, who takes leave under Article 21.1 in relation to the birth of the child or children with respect to whom the parental leave is taken, up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Article 21.1, unless the employee and Employer agree otherwise;
 - (2) for a birth mother who does not take leave under Article 21.1 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event, and
 - (3) for the birth father, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within the fifty-two (52) week after that event, and.
 - (4) for an adopting parent, up to thirty-seven (37) consecutive weeks beginning within the fifty-two (52) weeks after the child is placed with the parent.
- (b) If the child has a physical, psychological or emotional condition that requiring an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave beginning immediately after the end of the parental leave set out above.
- (c) An employees combined entitlement to leave under Article 21.1 and 21.2 is limited to fifty-two (52) weeks plus any additional leave the employee is entitled to under Articles 21.1(b) and 21.2(b).
- (d) The length of the leave may be extended by mutual agreement between the Employer and the employee.

21.3 Request for Leave

A request for leave must:

- (a) be given in writing to the Employer;
- (b) be given to the Employer at least four (4) weeks before the Employee proposes to begin leave; and
- (c) if required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.

21.4 Benefits Continuation

- (a) If an employee maintains coverage for medical, extended health, dental or group life, the Employer agrees to pay the Employer's share of these premiums.
- (b) For the purposes of calculating an employees entitlement to vacation, notice of termination, and any pension, medical or other benefit plan, maternity and parental leave are considered continuous service.
- (c) Employees shall continue to accrue seniority while on maternity or parental leave.

21.5 Return to Work

The employee must advise the Employer, in writing, of their intent to return to work at least one (1) month prior to the expiration of maternity/parental leave or the employee shall be deemed to have resigned as of the expiration date.

21.6 Entitlements Upon Return to Work

On return from maternity or parental leave, an employee shall be placed in the employee's former position or in a position of equal rank and basic pay.

21.7 Sick Leave Credits

Illness arising due to pregnancy during employment and prior to leave of absence shall be subject to Articles 19.1, 19.2 and 25.5.

21.8 Paternity Leave

An employee whose spouse has given birth of a child shall be entitled to five (5) days leave with pay for the purpose of maintaining the household during the spouse's confinement in hospital. Such leave equivalent to the period of confinement may be deferred until the spouse's return from hospital upon written approval of the City Manager. Such leave shall not be unreasonably withheld.

ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY

22.1 Conditions

The Union and the Employer agree that regulations made pursuant to the Workers' Compensation Act, the Factories Act or any other Statute of the Province of British Columbia pertaining to the working environment shall be fully complied with. First aid kits shall be supplied in accordance with this section.

22.2 Safety Committee

- (a) The Employer and the Union agree to establish an Occupational Health and Safety Committee. The Occupational Health and Safety Committee shall be composed of personnel employed by the Municipality. The composition will be determined through Management and Union representatives. Union representatives shall be appointed by the B.C. Government and Service Employees' Union. The Committee will meet, at regular intervals to be determined by the Committee, to make recommendations on unsafe, hazardous, or dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness. A copy of all minutes of the Occupational Health and Safety Committee shall be sent to the Union and the Employer. Employees who are representatives of the Occupational Health and Safety Committee shall continue to receive the rate of pay they would have been receiving had they not been attending Occupational Health and Safety Committee meetings.
- (b) Any two (2) members or one (1) member with a local supervisor of the Occupational Health and Safety Committee shall be entitled to access to all Employer buildings and facilities for the purpose of conducting safety inspections, accident investigations, or inspections to determine compliance with any

regulations or Inspection Directives of the Workers' Compensation Board. Access shall be subject only to restriction in the event that the facility or building is unsafe, or that access would seriously disrupt work which could not reasonably be rescheduled, in which case an alternate inspection time will be rescheduled at the earliest convenience. Members of the Committee shall ensure that all appropriate and required safety equipment is worn and all required precautions are taken during such inspections, and the Employer shall provide such equipment or apparel.

22.3 Injury Pay Provision

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury, shall receive payment for the remainder of his shift, without deduction from sick leave.

22.4 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer or other agency which may be liable.

22.5 Pollution Control

The Employer and the Union agree, to the maximum possible degree, to limit all forms of environmental pollution.

22.6 Investigation of Accidents

The Occupational Health and Safety Committee, as provided in Article 22.2, shall be notified of each accident or injury and shall investigate and report to the Union and Employer on the nature and cause of the accident or injury. In the event of a fatality, the Municipality shall immediately inform the Staff Representative of the nature and circumstances of the accident.

22.7 Occupational First Aid Requirements

- (a) The Union and the Employer agree that First Aid Regulations made pursuant to the Workers' Compensation Act shall be fully complied with.
- (b) Where the Employer requires an employee to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Occupational First Aid certificate shall be borne by the Employer and leave to take the necessary courses shall be granted with pay.
- (c) An additional payment shall be granted to employees on the basis of the type of Occupational First Aid Certificate they possess under this Article, as follows:
 - Occupational First Aid Certificate, Level 3 - twenty-five cents (25¢) per hour
 - Occupational First Aid Certificate, Level 2 - twenty cents (20¢) per hour
 - Occupational First Aid Certificate, Level 1 - fifteen cents (15¢) per hour
- (d) *Application of Article 22.7*

The Parties to this Agreement agree that, for purposes of implementing the provisions of Article 22.7, the minimum requirements for provision of Occupational First Aid shall be those established by Occupational First Aid Regulations pursuant to the Workers' Compensation Act. If conflicts arise concerning entitlement under this Article, then departmental seniority shall be the criteria used to resolve the conflict.

22.8 Occupational Health and Safety Courses

There shall be established a Joint Committee composed of two (2) representatives of the Employer and two (2) representatives of the Union. The Committee, in consultation with the Workers' Compensation

Board, shall develop a training program for Occupational Health and Safety Committee members dealing with the objectives and duties of Occupational Health and Safety Committees.

22.9 Video Display Terminals

The Joint Occupational Health and Safety Committee shall review and make recommendations to ensure that Workers' Compensation Board regulatory requirements in place as of January 5, 2005 are being met with regards to video display terminals.

22.10 Work Restrictions

(a) No employee shall carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment when that employee has reasonable cause to believe that to do so would create an undue hazard to the health or safety of any person.

(b) Pursuant to sub-clause (a) an employee who refuses to carry out a work process or operate a tool, appliance or equipment shall forthwith report the circumstances of the unsafe condition to his supervisor or Employer.

(c) The supervisor or Employer receiving a report made under sub-clause (b) shall forthwith investigate and matter and:

- (1) ensure that any unsafe condition is remedied without delay; or,
- (2) if in his opinion the report is not valid he shall so inform the employee who made the report.

(d) When the procedure under sub-clause (c) does not resolve the matter and an employee continues to refuse to carry out a work process, the supervisor or Employer shall investigate the matter in the presence of the employee who made the report and in the presence of:

- (1) a Union representative of the Occupational Health and Safety Committee: or,
- (2) an employee who is selected by the Union.

(e) When the investigation under sub-clause (d) does not resolve the matter and an employee continues to refuse to carry out a work process or operate a tool, appliance or equipment, both the supervisor, or the Employer and the worker shall forthwith notify an officer of the of the Workers' Compensation Board who shall investigate the matter without undue delay and issue whatever orders he deems necessary.

(f) No employee shall be subject to disciplinary action because he has acted in compliance with this provision or an order made by an officer of the Workers' Compensation Board, unless the employee continues to refuse to carry out any work process or operate or cause to be operated any tool, appliance or equipment, after an officer of the Workers' Compensation Board has determined such to be safe.

(g) Temporary assignment to alternative work at no loss in pay to the employee until the matter in sub-clause (a) is resolved shall be deemed not to constitute disciplinary action.

(h) Materials, articles or objects to be manually lifted, carried or moved shall be lifted, carried or moved in such a manner and with some precautions and safeguards, including training, protective clothing, and mechanical aids as will ensure that the process does not endanger the health and safety of any employee.

22.11 Dangerous Goods, Special Wastes, Pesticides and Harmful Substances

Where employees are required to work with or are exposed to any dangerous goods, special waste, pesticide or harmful substance, the Employer shall ensure that the employees are adequately trained in the identification, safe handling, use, storage, and/or disposal of same.

22.12 Communicable Disease Protection

To protect against the contraction of communicable disease for those employees working at demonstrable at-risk worksites, the Employer agrees to pay any cost, not covered by an employee's own medical insurance coverage, for injections or medications (specifically hepatitis and tuberculosis).

ARTICLE 23 - TECHNOLOGICAL CHANGE

23.1 Definition

For the purpose of this Agreement, the term "*technological change*" shall be understood to mean:

- (a) the introduction by the City into its work, undertaking or business of equipment or material of a different nature or kind than that previously used by the City in that work, undertaking or business; or
- (b) a change in the manner, method or procedure in which the City carries on its work, undertaking or business that is directly related to the introduction of that equipment or material, that significantly decreases the number of employees in any department or worksite; but does not include normal layoffs resulting from a decrease in the amount of work to be done;

Such changes as anticipated above shall include the following where such change or changes significantly affects the terms and conditions or security of employment of members of the bargaining unit or alters significantly the basis on which this Agreement was negotiated.

- (c) The introduction, because of technological change or development, of equipment, material or processes different in nature, type or quantity from that previously utilized.
- (d) Any change in location at which the Municipality operates.

23.2 Notice

When the Municipality intends to introduce a technological change:

- (a) The Municipality agrees to notify the Union as far as possible in advance of its intention and to update the information provided as new developments arise and modifications are made.
- (b) The foregoing notwithstanding, the Municipality shall provide the Union, at least ninety (90) calendar days before the term in which an introduction of a technological change is intended, with a detailed description of the change it intends to carry out, disclosing all foreseeable effects and repercussions on employees.

23.3 Data to be Provided

The notice mentioned in Article 23.2 shall be given in writing and shall contain pertinent data, including:

- (a) The nature of the change.
- (b) The date on which the Municipality proposes to effect the change.
- (c) The approximate number, type, and location of employees likely to be affected by the change.
- (d) The effects the change may be expected to have on the employees' working conditions and terms of employment.
- (e) All other pertinent data relating to the anticipated effects on employees.
- (f) Draft changes and additions to the Collective Agreement (see 23.6).

23.4 Notice to Functional Work Area

The notice mentioned in Articles 23.2 and 23.3 shall also be given to the functional area to be affected.

23.5 Consultations

(a) Where the Municipality has notified the Union of its intention of introducing a technological change, the Parties undertake to meet within the next thirty (30) calendar days and to hold constructive and meaningful consultations in an effort to reach agreement on solutions to the problems arising from this intended change and on measures to be taken by the Municipality to protect the employees from any adverse effects. The Municipality and the Union agree to bargain in good faith on all aspects of the intended change.

(b) Where notice of technological change has been given pursuant to Article 23.2:

(1) Employees who are assigned by the Employer to work with the new technology shall receive a period of training and familiarization. Employees involved in training under this Section shall receive their basic pay for the period of training. Where the employee cannot meet job requirements upon completion of the training the employee shall be offered the opportunity to fill existing vacancies for which he/she is qualified to perform after a period of familiarization, or to displace a junior employee whose duties the above employee could perform after a period of familiarization, or elect retirement, or severance pay, or layoff with recall pursuant to Article 13.2(b).

(2) To absorb those employees who are not assigned by the Employer to work with the new technology or who are displaced because of such technological change, the Employer will endeavour to utilize normal turnover of employees within the City but when necessary to reduce staff due to technological change, it will be done as provided for in (1) above.

23.6 Resulting Agreements

Where the Parties agree to appropriate solutions to the problems arising out of the intended technological change, the solutions shall be prepared as a Letter of Agreement between the Parties and such letters of Agreement shall have the same effect as the provisions of the existing Collective Agreement and shall be subject to the grievance procedure, up to and including arbitration.

23.7 Failure to Agree

Where the Parties do not reach agreement within sixty (60) calendar days after the date on which the Union has received notification from the Municipality of its intention of introduction of a technological change, and various matters remain unresolved, the Parties shall refer such matters to arbitration within twenty-one (21) calendar days of failure to agree.

23.8 Effect of Dispute Resolution or Introduction of Technological Change

Technological change shall not be introduced by the Municipality until the matter is resolved by agreement or arbitration.

ARTICLE 24 - CONTRACTING OUT

24.1 No Contracting Out

The Employer agrees not to contract out any bargaining unit work presently performed by employees covered by this Agreement without mutual agreement from the Union, which would result in the laying off of such employees or the failure to call laid off employees on the recall list, providing the employee has the necessary knowledge, skills and ability and there is availability of equipment to perform the work.

24.2 Contracting/Leasing

Nothing in this Agreement prohibits the Employer from contracting in work or leasing or renting equipment to or from any Party. Only Bargaining Unit employees shall operate Employer owned or long term rented or leased equipment.

ARTICLE 25 - HEALTH AND WELFARE

25.1 Basic Medical Insurance

All employees whether full-time or part-time may choose to be covered by Medical Services Plan of British Columbia. The Employer shall pay one hundred percent (100%) of the regular premium. Benefits and premium rates shall be in accordance with the existing policy of the plan.

25.2 Extended Health Care Plan

The Employer shall pay one hundred percent (100%) of the regular premium for regular full-time employees entitled to coverage as summarized below. (This summary must be read together with the benefits as described in the Group Benefit Plan).

<i>Individual/Family Deductible</i>	\$25 each calendar year
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The individual and family deductibles do not apply to chronic care, Global Medical Assistance and Vision Care expenses.

<i>Reimbursement Level</i>	100%
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Basic Expense Maximums

Hospital	Semi-private room
Nursing	\$10,000 in any 12 month period
Chronic Care	\$25 per day
Nicotine Resin Containing Products	\$500 lifetime
Speech aids	\$1,000 lifetime
Incontinence Supplies	\$1,000 each calendar year
Custom-fitted Orthopaedic Shoes	\$300 every 12 months
Myoelectric Arms	\$10,000 per prosthesis
External Breast Prosthesis	1 every 12 months
Surgical Brassieres	2 every 12 months
Mechanical or Hydraulic Patient Lifters (excluding electric stairlifts)	\$2,000 per lifter every 5 years
Outdoor Wheelchair Ramps	\$2,000 lifetime
Blood-glucose Monitoring Machines	1 every 4 years
Transcutaneous Nerve Stimulators	\$700 lifetime
Extremity Pumps for Lymphedema	\$1,500 lifetime
Custom-made Compression Hose	4 pairs each calendar year
Wigs for Cancer Patients	\$200 lifetime

Paramedical Expense Maximums

Physiotherapists	\$500 each calendar year
Speech Therapists	\$500 each calendar year
Acupuncturists	\$8 each visit
	20 visits each calendar year

Vision Expense Maximums

Glasses and Contact Lenses	\$200 every year
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Eye Exams	Annually
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Lifetime Healthcare Maximum

	Unlimited
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25.3 Dental Plan

(a) The Employer shall pay one hundred percent (100%) of the monthly premium for full-time employees entitled to coverage as summarized below. (This summary must be read together with the benefits as described in the Group Benefit Plan).

Reimbursement Levels

Basic Coverage	100%
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Major Coverage	50%
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Orthodontic Coverage	80%
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Accidental Dental Injury Coverage	100%
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Plan Maximums

Basic and Major Treatment	\$1,500 each calendar year
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Orthodontic Treatment	\$2,500 lifetime
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Note: No maximum is applied to accidental dental injury coverage.

25.4 Group Life

(a) The Employer shall provide a mutually acceptable group life plan with benefits equivalent to twice the full-time employee's annual salary, with a maximum of one hundred and sixty-five thousand dollars (\$165,000).

The Employer shall pay one hundred percent (100%) of the premium on the base and the employee shall pay one hundred percent (100%) of the premium for any insurance over one hundred and sixty-five thousand dollars (\$165,000).

(b) Employees hired on or after the signing of this Agreement shall, as a condition of employment, enrol in the group life plan and shall complete the appropriate payroll deduction authorization forms.

25.5 Long Term Disability

It is mandatory for all eligible full-time employees to enrol in the Long Term Disability plan on the first (1st) day, of accident or illness, in the seventeenth (17th) consecutive week or one hundred and nineteenth (119th) day.

(a) The Employer shall pay one hundred percent (100%) of the monthly premium for full-time employees entitled to coverage under a Long Term Disability Plan (LTD) providing the benefit level to sixty-six and sixty-seven hundredths percent (66.67%) of the employee's monthly salary, to a maximum of three thousand five hundred dollars (\$3,500) per month benefit with a Non-Evidence Medical Maximum of three thousand five hundred dollars (\$3,500) per month benefit.

(b) Employees cannot use accumulated sick leave or access the Union Sick Leave Bank to top up Long Term Disability Plan benefits.

25.6 Chiropractor/Massage Therapist Fees

Chiropractor/Massage Therapist user fees of ten dollars (\$10) per visit will be paid by the Employer to a maximum of six (6) visits per year.

25.7 Workers' Compensation Board Claims

- (a) Where an employee is on a claim recognized by the Workers' Compensation Board, while the employee was on Employer's business, the employee shall be entitled to leave, at seventy-five percent (75%) of the employee's regular rate of pay, up to a maximum of one hundred and thirty (130) working days for any one (1) claim. Where an employee elects to claim leave with pay under this Article, the compensation payable by the Workers' Compensation Board shall be remitted to the Employer.
- (b) The Employer agrees to pay all monthly premiums to benefit plans while employees are absent on leave as per (a) above.

25.8 Medical Examination

Where the Employer requires an employee to submit to a medical examination or medical interview, it shall be at the Employer's expense and on the Employer's time.

25.9 Legislative Changes

If the premiums paid by the Employer for any employee benefit covered by this Agreement are reduced by the result of any legislative or other action, the amount of the saving shall be used to increase other benefits available to the employees, in the ratio to which the contributions were paid.

25.10 Employee and Family Assistance Program

- (a) The Employer and the Union shall provide a mutually acceptable Employee and Family Assistance Program. The cost of the referral agency shall be borne by the Employer.
- (b) The terms and conditions of the program are:
 - (1) The City and the Union recognize that a wide range of problems can adversely affect an employee's performance and that the Parties have a responsibility to offer and provide assistance in helping resolve these problems in an effective and confidential manner at the earliest possible time.
 - (2) The City and the Union will endeavour to assist an employee who recognizes the presence of a personal problem which is adversely affecting his/her job performance. The cost of the agreed upon referral agent will be borne solely by the City.
 - (3) The Joint Union/City Committee on employee assistance shall be responsible for the administration of this program. The Committee shall be comprised of an equal number of Union and City representatives and shall meet at the request of either Party. The agent chosen as the referral agency shall be mutually agreed to between the Parties.
 - (4) Regular reports shall be sent to the Committee from the referral agency. The Committee may meet and review existing practices and make recommendations to amend the services being provided by the referral agent if necessary.
 - (5) For the purpose of this policy, "*personal problems*" will be identified with issues such as marital or legal difficulties, financial concerns, psychological/stress related situations, drug and alcohol abuse and so forth.
 - (6) (a) An Employee will be considered absent due to illness and will receive the benefits for which he/she is eligible, pursuant to City Policy and the Collective Agreement when:
 - (i) he/she requires time off from work for medical counselling or treatment appointments recommended by the referral agent and subsequently approved by

the City Manager. (Approval will only be withheld in exceptional circumstances); OR

(ii) he/she is unable to work, but is following a prescribed program of treatment; OR

(iii) he/she is accepted into the program through a voluntary, Union, fellow employee or family referral.

(b) An employee will continue to be eligible for benefits under (a) above, so long as he/she is cooperating fully in following the prescribed course of treatment.

(c) The employee will be responsible for costs and expenses not normally covered by current medical and benefit plans which are associated with his/her treatment programme such as actual cost of residential treatment for chemical dependency. However, the City will ensure that transportation and accommodation costs will be provided to the employee when referral necessitates travel. Emergency requests for counselling that entail additional cost beyond the basic contract shall only be paid by the Employer when the Employer makes such request.

(7) When an employee's job performance demonstrates the existence of a problem, the employee's immediate supervisor, in consultation with the City Manager, shall discuss the employee's job performance in detail with the employee privately and/or in conjunction with a Union representative.

(8) If the employee's job performance continues to deteriorate, the employee's immediate supervisor, in consultation with the City Manager, shall discuss the employee's job performance in detail with the employee in conjunction with the Union representative.

(9) If job performance continues to deteriorate and the employee cannot or will not improve his/her job performance, an appointment will be arranged immediately by the City Manager with an employee assistance counsellor. Copies of all records and documents pertaining to an employee's unsatisfactory job performance and an employee assistance referral form signed by the employee and the City Manager, will be forwarded to the counsellor.

(10) Should an employee decline any assistance or fail to reasonably follow a prescribed course of treatment and should his/her problems continue to have an adverse effect on performance, the employee will be subject to normal disciplinary procedures.

25.11 Definition - Full-time

For the purpose of Article 25 "*full-time*" shall refer to employees who work thirty (30) hours or more per week on a regular basis.

25.12 Payment in Lieu of Health and Welfare Benefits

Employees not entitled to health and welfare benefits, except basic medical insurance, shall receive compensation of ninety-five cents (95¢) per working hour, up to a maximum of seventy-six dollars (\$76) per biweekly pay period.

ARTICLE 26 - WORK CLOTHING

26.1 Supply of Clothing

The Employer shall continue to supply to employees covered by this Collective Agreement all items of clothing and equipment as detailed in Appendix "D".

26.2 Maintenance of Clothing

The Employer shall be responsible for the maintenance of such clothing issued as detailed in Appendix "D".

ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES

27.1 Equal Pay

The Employer shall not discriminate between male and female employees by employing a person of one sex for any work at rate of pay that is less than the rate of pay at which a person of the other sex is employed for similar or substantially similar work.

27.2 Paydays

Employees shall be paid biweekly with paydays being every second (2nd) Thursday. When a payday falls on an employee's rest day, the Employer agrees to issue the employee's paycheque on the last shift worked prior to the payday provided the cheque is available. If the cheque is not available on the payday, the Employer shall arrange for the employee to receive an adequate advance on his salary.

27.3 Retroactive Pay

In all cases where retroactive payment is called for, such payment shall be made within thirty (30) calendar days.

27.4 Rates of Pay

- (a) Employees shall be paid in accordance with the rates of pay negotiated by the Parties to this Agreement. For information purposes the applicable rates of pay are recorded as an Appendix to this Agreement.
- (b) The distribution of paycheques shall be done in such a manner that the details of the paycheque shall be confidential.

27.5 Substitution Pay

- (a) When an employee is designated by the Employer to temporarily substitute in or perform the principal duties of a higher-paying non-supervisory position, he shall receive the rate for the job, for such hours worked, where a single rate is established.
- (b) Employees designated in writing by the Employer to temporarily substitute in a supervisory or Leadhand position shall receive one dollar (\$1) per hour more than the highest paid position they are supervising in their worksite/crew, or the rate of the position for which they are substituting, whichever is less.
- (c) Leadhand shall be offered to all qualified employees in the work group on a rotational basis.
- (d) Employees designated in writing to temporarily substitute in an excluded position shall receive payment as per (b) above or a rate pre-determined by the Employer. It is understood that employees substituting temporarily in a position excluded from the bargaining unit shall maintain their membership with the BC Government and Service Employees' Union and dues shall be deducted in accordance with the provisions of Article 4 of this Agreement.
- (e) Employees on sick leave, special leave, or any other paid leave of absence will be entitled to basic rates of pay they received prior to substituting in a higher position.

27.6 Pay on Temporary Assignment

An employee temporarily assigned by the Employer to a position with a rate of pay lower than his regular rate of pay shall maintain his regular rate of pay.

27.7 Reclassification of Position

- (a) An employee shall not have his salary reduced by reason of a change in the classification of his position that is caused other than by the employee.
- (b) Effective January 1, 1990, an employee who exercises his/her seniority rights to occupy a higher paying term-certain or summer position, is deemed to be substituting for pay only and when returning to his/her former position, will revert to the wage rate for that former position.
- (c) The employee shall continue to receive fifty percent (50%) of the negotiated salary increases applicable to the employee's new classification until the salary of the employee's new classification equals or exceeds the salary which the employee is receiving.

27.8 Transportation for Employees

Transportation will be provided to employees who are required to work other than their normal working hours and who must travel to and from their home during the hours between 1:00 a.m. and 6:00 a.m.

27.9 Abnormal Working Conditions

Employees performing sanitary sewer maintenance shall receive seventy-five cents (75¢) an hour in addition to their hourly rate.

27.10 Upgrading Qualifications

Where the Employer requires an employee to upgrade his skills or qualifications in order to operate or maintain new equipment, the cost of training and normal living and travel expenses as laid down in this Agreement will be borne by the Employer.

27.11 Salary Rate Upon Employment

The hiring rate of pay for a new employee shall not be higher than the rate of pay for an existing employee in the same classification with similar work experience, training and education.

27.12 Hourly, Daily and Partial Month Calculations*Hourly Rated Employees*

The daily rate for an hourly paid employee shall be the hourly rate multiplied by seven (7) or eight (8) hours as the case may be.

27.13 Salary on Demotion

When an employee is demoted the employee shall receive the rate for the position.

27.14 Travel Expenses

Travel expenses for employees travelling on City business shall be governed by City of Fort St. John Employee – Allowable Expenses Policy No. 99. The Union will be provided with copies of the Policy.

27.15 Licensing and Associate Membership Costs

All licensing and Association Membership costs, as required in the job description, shall be borne by the Employer.

ARTICLE 28 - CLASSIFICATION & RECLASSIFICATION

28.1 Classification Specifications

The Employer agrees to supply the Staff Representative of the Union or his designate with new or amended classification specifications for those classifications in the bargaining unit, within thirty (30) calendar days of the completion of such descriptions.

28.2 Job Evaluation Plan

The Employer agrees that no job evaluation plan pertaining to positions covered by this Agreement will be introduced without the mutual agreement of the Parties.

28.3 Classification Maintenance Program

(a) *New or Changed Classifications:* The Employer may institute new classifications in addition to those listed in Appendix "A". Should any such new classification be instituted, the Employer shall establish the rate for same and shall submit the classification and rate to the Union in writing and, in addition, shall post the classification and rate. The posting shall indicate that the new classification and rate of pay is subject to agreement between the Union and the Employer. Within thirty (30) working days of such submission and posting, the Union may, if it deems necessary, request to meet with the Employer to review the classification and rate and if mutual agreement cannot be reached, the difference may be referred to arbitration under the provisions of Article 9. Any change in rate resulting from discussion between the Parties, or following a reference to arbitration, shall be retroactive to the date the new classification was instituted by the Employer.

(b) *Changed Classification:* 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 Employer to review the classification and/or rate. If within thirty (30) working days of the submission of such request, which shall be in writing, and the request shall specify any changes in duties and any proposed change in the rate of pay, mutual agreement cannot be reached, the difference may be referred to arbitration under the provisions of Article 9. Any change in rate resulting from discussion between the Parties, or following a reference to arbitration, shall be retroactive to the date the Union submitted its request to the Employer.

(c) *Abandonment:* If the Union does not request to meet with the Employer to review the classification and rate within thirty (30) working days, as provided for in Article 28.01, or if the Union does not refer the difference, if any, to arbitration within thirty (30) working days, as provided in Article 9, then the difference, if any, shall be deemed to be abandoned and all rights of recourse to arbitration shall be at an end.

(d) *Extension of Time Limits:* The time limits referred to in this Article may be extended by mutual agreement of the Parties in writing.

ARTICLE 29 - LABOUR/MANAGEMENT COMMITTEE

29.1 Labour/Management Committee Responsibilities (Objectives)

The Labour/Management Committee provides a forum in which Union and Management concerns or problems may be addressed and discussed informally outside of the legislated negotiations or grievances/arbitration procedures. The Committee shall endeavour to establish and maintain harmony between the City and its employees, establish a means of open communication, solve problems and provide feedback on management practices and labour activities.

29.2 Membership

The minimum size of this Committee shall be three (3) Management Representatives and three (3) Union Representatives, to a maximum of eight (8) Management Representatives and eight (8) Union Representatives.

Management representatives on the Committee will be as follows:

- City Manager (Permanent member);
- Personnel & Administrative Officer (Permanent member);
- Department Head from each Department;
- Confidential Secretary, as Recording Secretary.

Union representatives on the Committee will be as follows:

Union representatives on the Committee will be the Bargaining Committee responsible for negotiating the current Collective Agreement. When the agenda involves an operational worksite issue a Union appointed shop steward(s) or alternate(s) will be invited to attend.

29.3 Procedure

Each Party shall appoint a person to act as their Coordinator on the Committee. Staff members and Department Heads who wish consideration of problems or administrative and operational matters by the Labour/Management Committee shall bring such matters to the attention of their respective Coordinators of the Committee. Each Coordinator will consider the matter and provide verbal or written notice of their desire to schedule a meeting or provide information for agenda preparation.

The Union and Management Coordinators will be responsible for:

- (a) Arranging time, dates, and location of meetings;
- (b) Preparing an agenda of discussion items;
- (c) Notifying their respective Committee members of the intended meeting;
- (d) Ensuring that the meeting agenda is circulated to all Committee members in advance of the meeting date and that any necessary reference material accompanies the agenda.

29.4 Conduct of Meetings

The Union and Management Coordinators will attempt to schedule meetings at least once every sixty (60) calendar days, or at the call of either Party at a mutually agreeable time and place.

A Chairperson shall be appointed by the Committee. The appointment to Chairperson shall take place on a rotational basis, alternating between Union and Management representatives.

A Recording Secretary shall be present at all meetings of the Committee and minutes of the proceedings will be recorded, transcribed, typed in draft form for review within a two (2) day period. Each Party shall have a minimum of two (2) persons review the Draft minutes and upon agreement by both Parties these two (2) persons shall sign the minutes as being approved. Once approved the posting of the minutes may take place and the minutes will be distributed to each Committee representative for adoption at the subsequent meeting. Minutes will be posted at all bulletin board locations (Arena, Pool, RCMP, Fire Hall, City Hall, Pumping Station, and Public Works).

Upon mutual consent of both Parties, issues of a "time sensitive" or confidential matter will be recorded as an "in camera" set of minutes, not to be distributed on bulletin boards.

The Committee shall be responsible for ensuring that proper limits of authority are respected and that the confidentiality is respected.

ARTICLE 30 - SEASONAL EMPLOYEES

Employees hired for special projects or programs as mutually agreed between the Employer and the Union, shall be considered terminated for cause in accordance with Article 11.3 of this Agreement, upon completion of the project or program.

ARTICLE 31 - AUXILIARY EMPLOYEES

31.1 Letters of Appointment

An auxiliary employee shall receive a letter of appointment clearly stating his classification and employment status.

31.2 Probationary Period

The probationary period for auxiliary employees shall be the equivalent of sixty (60) full-time working days and may be extended in writing by mutual agreement.

31.3 Seniority

- (a) Auxiliary employees shall accrue service and classification seniority on the basis of hours worked.
- (b) Auxiliary employees will be called in on the basis of classification seniority and do not have the right to displace a less senior auxiliary employee who:
 - (1) has posted into a position to cover an absence or perform a project of a specific length; or
 - (2) is filling a position with an expected duration of seven (7) days or less or a position that has seven (7) days or less remaining.
- (c) When an auxiliary employee is the successful applicant to a regular position and is converted to regular status, the total hours of service seniority as an auxiliary employee will be divided by the number of regular weekly hours of a regular full-time employee in the same classification to determine an adjusted hire date for the purposes of Article 11.1(b).

31.4 Loss of Seniority and Termination

An auxiliary employee will lose his seniority when:

- (a) he is dismissed for just cause;
- (b) he voluntarily terminates or abandons his position;
- (c) he is on layoff for more than one year
- (d) he refuses more than three (3) calls within any three (3) month period unless the Employer has approved a leave for the relevant time period.

31.5 Layoff and Recall

- (a) Layoff of auxiliary employees shall be by classification in reverse order of service seniority.
- (b) Auxiliary employees on layoff shall be recalled in order of service seniority within classifications.
- (c) An auxiliary employee hired for a term position shall be deemed to be laid off upon completion of his term and shall be subject to recall procedures in accordance with (b) above.

31.6 Auxiliary Employee Availability

- (a) Auxiliary employees will provide a direct communication link, such as telephone, pager or email, that will give them personal contact with their work unit.
- (1) Where an email communication link is provided a single attempt by email will be made to the auxiliary employee and the employee must respond to the Employer within twenty (20) minutes.
 - (2) Where telephone communication is used, two (2) attempts, at least five (5) minutes apart, will be made to contact the auxiliary employee.
 - (3) Where a pager is used, a single attempt will be made and the auxiliary employee must respond to the Employer within five (5) minutes of the page.
- (b) Auxiliary clerical employees shall be available for call in via their direct communication link between 0500 and 0900 Monday to Friday. All other auxiliary employees shall be available for call in via their direct communication link daily between 0500 and 0900, 1300 to 1600, and 1900 to 2200. Employees who are not available through their direct communication link during the call in periods specified above and where the Employer has made an attempt to contact them during these periods, shall be deemed to have refused the call pursuant to 31.4(d).
- (c) An auxiliary employee shall be available for work unless limited availability has been agreed to in writing between the Employer and the employee. Such limited availability may be reviewed annually. The Employer agrees to allow limited availability for employees that are students attending educational institutions within the City, during the times that the employee's courses are in session, providing that the employee provides the information to the Employer in advance in writing.
- (d) Auxiliary employees hired on or before February 28, 2005 shall have their limited availability "grandparented". Any change to an employee's availability after February 28, 2005 shall end the "grandparenting" agreement.
- (e) An auxiliary employee who reports for on call work shall be paid for all hours worked at his regular rate unless the employee is unfit to perform his duties or has failed to comply with the Occupational Health and Safety Regulations of the Workers' Compensation Board of British Columbia.
- (f) Auxiliary employees are responsible for advising the Employer, in writing, of their current phone number, e-mail address, or pager number [as applicable for the purposes of (a) above] and address, and for the accuracy and completeness of the information provided.
- (g) Auxiliary employees who are unavailable in the following circumstances, and who notify their designated supervisor in their work unit of their unavailability at the times designated by the Employer, will not have the decline or unavailability count as an occurrence for the purposes of 31.4(d) – Loss of Seniority:
- (1) absence on a WCB claim;
 - (2) maternity leave, parental leave or adoption leave;
 - (3) approved leave of absence;
 - (4) illness (where proof of illness is required the provisions of Article 19.3 will apply);
 - (5) union leave as per Article 2;
 - (6) jury duty;
 - (7) medical or dental appointments.

31.7 Health and Welfare

In lieu of health and welfare benefits, auxiliary employees shall receive compensation of ninety-five cents (95¢) as per Article 25.12.

31.8 Designated Paid Holidays

- (a) An auxiliary shall be compensated for the paid holiday if he:
- (1) worked the day before and the day after the paid holiday, or;
 - (2) worked fifteen (15) of the previous thirty (30) days; or
 - (3) worked at least one hundred five (105) hours at the straight-time rate in the previous thirty (30) days.

- (b) Compensation as per (a) above shall be on a pro rata basis based on the following formula:

Straight-time hours worked in the previous thirty (30) calendar days divided by the straight-time hours of work of a full-time employee for the same thirty (30) calendar day period multiplied by the hourly rate, multiplied by the daily hours for a full-time employee in the same classification.

- (c) An auxiliary who works on a designated paid holiday shall be compensated at the same overtime rates as that of a regular employee in the same situation.

31.9 Vacation and Other Leave

- (a) An auxiliary employee shall receive vacation pay at the rate of six percent (6%) of his regular earnings and such vacation pay shall be paid biweekly.
- (b) An auxiliary employee may, after six (6) months from his date of hire, make application in writing to the Employer to take vacation time without pay of up to twenty-one (21) calendar days. An employee seeking such unpaid vacation time shall make application a minimum of two (2) weeks prior to the requested time. The granting and scheduling of any such vacation shall be at the discretion of the Employer and is subject to operational requirements and the vacation schedules of regular employees.
- (c) Where bereavement leave from work is required, auxiliary employees shall be entitled to the provisions of Clause 20.1.
- (d) Maternity, parental and adoption leave for auxiliary employees shall be in accordance with the Employment Standards Act.
- (e) Additional time, in the form of a leave of absence without pay, may be granted at the discretion of the Employer. Approval shall not be withheld unjustly.

31.10 Conversion Factor

An auxiliary employee who works a minimum of one thousand four hundred fifty-six (1456) hours per year, excluding overtime, for two (2) continuous years [thirty-five (35) hour per week employee]; or one thousand six hundred sixty-four (1664) hours per year, excluding overtime for two (2) continuous years [forty (40) hour per week employee] shall be converted to a regular full-time employee. Hours worked (excluding overtime) as an auxiliary employee covering employees absent for Short Term Disability Leave exceeding twenty-one (21) days, Maternity Leave, Parental Leave or Paternity Leave shall be excluded for the purposes of this section.

31.11 Application of Agreement – Auxiliary Employees

Except as otherwise noted in this Article, the provisions of Article 11 – Seniority; Article 13 – Layoff and Recall; Article 17 – Paid Holidays; Article 18 – Annual Vacations; Article 19 – Sick Leave; Article 20 – Special and Other Leave; Article 21 – Maternity, Parental and Adoption Leave; Article 24 – Contracting

Out; and Article 25 – Health and Welfare; do not apply to auxiliary employees. The provisions of other Articles apply to auxiliary employees, except as otherwise indicated.

ARTICLE 32 - GENERAL CONDITIONS

32.1 Parking

The Employer and the Union agree that there shall be no change in parking regulations and policies except by mutual agreement of the Parties. Each employee covered by this Agreement shall be provided with plug-in parking.

32.2 Tool Allowances

- (a) All matters with respect to the provision of tools and allowances shall be in accordance with the mutual agreement of both Parties.

32.3 Comprehensive Insurance

- (a) The Employer agrees to provide comprehensive insurance covering tools, reference texts and instruments owned by the employees and required to be used in the performance of their duties at the request of the Employer.
- (b) The employee agrees to provide a list of such items to the Employer immediately following the signing of this Agreement.

32.4 Indemnity

- (a) *Civil Actions* - Except where a joint Union/Employer committee considers that there has been a flagrant or wilful negligence on the part of an employee, the Employer agrees not to seek indemnity against an employee whose actions result in a judgement against the Employer. The Employer agrees to pay any judgement against an employee arising out of the performance of his duties. The Employer also agrees to pay any legal costs incurred in the proceedings including those of the employee.
- (b) *Criminal Actions* - Where an employee is charged with an offence resulting directly from the proper performance of his duties and is subsequently found not guilty, the employee shall be reimbursed for all reasonable legal fees.
- (c) *Civil and Criminal Action* - At the option of the Employer, the Employer may provide for legal services in the defence of any legal proceedings involving the employee (so long as no conflict of interest arises between the Employer and the employee) or pay the legal fees of Counsel chosen by an employee.
- (d) *Civil and Criminal Actions* - In order that the above provision shall be binding upon the Employer, the employee shall notify the Employer immediately, in writing, of any incident or course of event which may lead to legal action against him and the intention or knowledge of such possible legal action is evidenced by any of the following circumstances:
 - (1) when the employee is first approached by any persons or organization notifying him of intended legal action against him; or
 - (2) when the employee himself requires or retains legal counsel in regard to the incident or course of events; or
 - (3) where any investigative body or authority first notifies the employee of any investigation or other proceeding which might lead to legal action against the employee; or

- (4) when information first becomes known to the employee in the light of which it is a reasonable assumption that the employee would conclude that he might be the object of legal action; or
- (5) when the employee receives notice of any legal proceeding of any nature or kind.

32.5 Payroll Deductions

An employee shall be entitled to have deductions from his salary assigned for the purchase of Canada Savings Bonds and/or RRSP's.

The Employer sponsored RRSP Program is subject to a minimum of twenty-five (25) municipal employees participating. The group plan to be administered by a single RRSP agent, and all the related agent costs to be borne by the participating employees. The employee is solely responsible for determining the amount of his RRSP contributions.

32.6 Copies of the Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and his/her rights and obligations under it. For this reason, the Union shall arrange for printing of sufficient copies of the Agreement for distribution to employees. The Agreement shall be printed in a Union shop and bear the recognized Union insignia. The cost of such printing shall be shared equally.

32.7 Supervisors

The Employer agrees that it is in the best interests of both the employees and the Employer that all matters of communal interest pertaining to the employee/Employer relationship be handled by one central authority.

To that end, the Employer agrees to give a list of Supervisors in each Department to the Union.

ARTICLE 33 - TERM OF AGREEMENT

33.1 Duration

This Agreement shall be binding and remain in effect from January 1, 2005, to midnight December 31, 2008.

33.2 Notice to Bargain

- (a) This Agreement may be opened for Collective Bargaining by either Party giving written notice to the other Party on or after November 10, 2008, but in any event not later than midnight, December 9, 2008.
- (b) Where no notice is given by either Party prior to December 9, 2008, both Parties shall be deemed to have given notice under this section on December 9, 2004, and thereupon Article 32.3 of this Agreement applies.
- (c) All notice on behalf of the Union shall be given by the Staff Representative of the Union and similar notice on behalf of the Employer shall be given by the City Manager.

33.3 Commencement of Bargaining

Where a Party to this Agreement has given notice under Article 32.2 of this Agreement, the Parties shall, within fourteen (14) calendar days after the notice was given, commence Collective Bargaining.

33.4 Changes in Agreement

Any change deemed necessary in this Agreement may be made by mutual agreement at any time during the life of this Agreement.

33.5 Agreement to Continue in Force

Both Parties shall adhere fully to the terms of this Agreement during the period of bona fide Collective Bargaining.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman
President

John Locher
City Manager

Mark Gaehring
Bargaining Committee Chair

Grace Fika
Manager of Human Resources

Lynn Holland
Bargaining Committee Member

Stephen Thorlakson
Mayor

Warden Nolan
Bargaining Committee Member

Carol Susak
Director of Corporate Administration

Jeannie Whitford-Bonin
Bargaining Committee Member

Ann Krauseneck
Staff Representative

Dated this _____ day of _____, 2005.

**APPENDIX A –
WAGE SCALES**

Classification	Weekly Hours	Effective Jan 1/04 **	Effective Jan 1/05 2%	Effective Jan 1/06 2%	Effective Jan 1/07 2.5%	Effective Jan 1/08 2.5%
Cashier	35	16.92	17.26	17.60	18.04	18.50
Lifeguard	40	18.04	18.40	18.76	19.23	19.71
Labourer	40	20.57	20.98	21.40	21.94	22.49
Pool Attendant I	40	20.57	20.98	21.40	21.94	22.49
Bylaw Enforcement Technician ³	35	21.48	21.91	22.35	22.91	23.48
Clerk I	35	21.48	21.91	22.35	22.91	23.48
Utility Maintenance Worker I	40	21.48	21.91	22.35	22.91	23.48
Guard	40	21.64	22.08	22.52	23.08	23.66
Clerk II	35	22.15	22.59	23.04	23.62	24.21
Clerk III	35	22.47	22.92	23.38	23.97	24.57
Accounting Clerk I	35	22.47	22.92	23.38	23.97	24.57
Equipment Operator I	40	22.75	23.20	23.67	24.26	24.86
Accounting Clerk II	35	23.11	23.57	24.04	24.64	25.26
Property Maintenance Worker ²	40	23.28	23.75	24.22	24.83	25.45
Facilities Maintenance Technician	40	23.28	23.75	24.22	24.83	25.45
Accounting Clerk III	35	23.50	23.97	24.45	25.06	25.69
Utility Maintenance Worker II	40	23.50	23.97	24.45	25.06	25.69
Engineering Assistant I	35	23.50	23.97	24.45	25.06	25.69
Equipment Operator II	40	23.76	24.24	24.72	25.34	25.98
Utility Maintenance Worker III	40	24.75	25.25	25.75	26.39	27.05
Equipment Operator III	40	24.75	25.25	25.75	26.39	27.05
Computer Operations Assistant	35	24.75	25.25	25.75	26.39	27.05
Water/Sewer Plant Operator I	40	24.75	25.25	25.75	26.39	27.05
Aquatics Supervisor	40	24.75	25.24	25.75	26.39	27.05
Recreation Programmer	35	24.74	25.25	25.75	26.39	27.05
Accounting Clerk IV	35	24.75	25.25	25.75	26.39	27.05
Court Liaison Clerk	35	25.81	26.33	26.86	27.53	28.22
Facilities Maintenance Supervisor	40	25.81	26.33	26.86	27.53	28.22
Accounting Clerk Grandparented ⁴	35	25.81	26.33	26.86	27.53	28.22
Engineering Assistant II	35	25.81	26.33	26.86	27.53	28.22
Water/Sewer Plant Operator II	35	25.81	26.33	26.86	27.53	28.22
Mechanic I	40	25.91	26.42	26.95	27.63	28.32
Mechanic II	40	28.20	28.77	29.34	30.07	30.83
Building Inspector I	35	30.09	30.69	31.31	32.09	32.89
Engineering Technologist	35	30.09	30.69	31.31	32.09	32.89
Building Inspector II	35	32.55	33.20	33.87	34.71	35.58

** for information purposes only.

² This classification will be deleted once Ralph Bradshaw leaves the position.

³ This position will remain at forty (40) hours until Paul Duguay leaves the position.

⁴ This rate is protected for Romine and Holland.

Cost of Living Allowance:

Effective January 1, 2007, for every percentage the Consumer Price Index (Vancouver) between December 31, 2006 (midnight) (cumulative) exceeds three point five percent (3.5%), the equivalent percentage increase, converted to cents per hour, shall be applied to the wage sale

The calculation shall be in four (4) steps, June 30, 2007; December 31, 2007; June 30, 2008; and December 31, 2008.

APPENDIX B - BARGAINING UNIT EXCLUSIONS

It is agreed that the following positions are excluded from the Bargaining Unit:

- (1) City Manager
- (2) Deputy Clerk
- (3) Director of Finance
- (4) Director of Protective Services
- (5) Director of Administration/City Clerk
- (6) Director of Engineering Services
- (7) Director of Public Works
- (8) Utilities Superintendent
- (9) Road and Grounds Superintendent
- (10) Director of Community Services
- (11) Fire Chief
- (12) Deputy Fire Chief
- (13) Land and Development Officer
- (14) Manager of Human Resources
- (15) Pool/Program Manager
- (16) Facilities Manager
- (17) Executive Assistant/Secretary
- (18) Personnel Assistant
- (19) Deputy Treasurer

APPENDIX C - CITY DEPARTMENTS

Below are listed the various City Departments with the exception of ALL Fire Fighters.

- Administration
- Finance
- Engineering
- Public Works
- Building Inspection
- Recreation
- Bylaw Enforcement
- RCMP (Civilian)
- Fire Hall (Office Staff Only)

APPENDIX D - CLOTHING SUPPLIED BY EMPLOYER

The City of Fort St. John shall supply the following safety and other apparel it deems necessary as follows:

- (1) All safety related apparel as required in the Workers' Compensation Act and Regulations.
- (2) *Departmental Clothing and Uniforms*
 - Gloves where necessary;
 - Rain gear; coveralls; coats for maintenance workers; shirts, shorts and bathing suits for pool attendants;
 - City approved footwear for pool attendants to a maximum of fifty dollars (\$50) per pair on an exchange basis, accompanied by a receipt;
 - *Full-time:* three (3) replacement pairs per calendar year
 - *Part-time:* two (2) replacement pairs per calendar year
 - Upon completion of probation, auxiliary employees will be eligible for two (2) replacement pairs per calendar year
 - And/or any City uniforms as may be required.
 - RCMP Guards shall be provided:
 - *Full-time:* Three (3) shirts, two (2) ties, and two (2) pairs of pants, replacement when necessary.
 - *Part-time:* Two (2) shirts and one (1) tie, replacement when necessary.
- (3) All employees who require safety boots to perform duties of the job, as approved by the Employer, will be reimbursed up to a maximum of one hundred and fifty dollars (\$150) per calendar year for replacement purposes. Safety boots must bear an approved safety insignia or label. An employee must be employed for six (6) months before they are eligible for reimbursement.

APPENDIX E - LIST OF SINGLE ARBITRATORS

Guy Beaulieu
Ron Keras
Judi Korbin
Colin Taylor

LETTER OF UNDERSTANDING #1**Re: On the Job Training**

This will clarify the understanding between the Parties regarding on-the-job training as referenced in Article 12.9.

1. All requests for on-the-job training will be made by the employee in writing.
2. The Employer commits to providing a written response to the employee within sixty (60) days of receipt of his written request for on-the-job training.
3. Employees approved for on-the-job training shall receive their regular rate of pay while training. Employees not participating in on-the-job training shall be paid in accordance with Article 27.5 – Substitution Pay.

LETTER OF UNDERSTANDING #2**Re: Extended Health Care Plan**

The Parties agree to amend the Extended Health Care Plan to include a “*generic first*” plan for drug dispensing in which generic drugs would be prescribed whenever possible, brand name drugs only when generic drugs are not available or when brand name drugs are specially prescribed for medical reasons.

MEMORANDUM OF UNDERSTANDING #1**Re: Contracting Out**

The Employer agrees to increase the amount of work being done by the backhoe and operator to those jobs the machine is capable of.

The Employer agrees that for the 1990/91 and subsequent seasons, if a second grader is to be used, that grader will be operated with a member of the bargaining unit.

MEMORANDUM OF UNDERSTANDING #2**Re: Collective Agreement**

The Parties agree to meet on a regular basis during the term of the Collective Agreement to discuss areas of the Collective Agreement that can be identified as problem areas either to the Union or the Employer.

The Parties may resolve these problem areas by mutual agreement. In the event such mutually agreed resolve requires any change to the Collective Agreement, then such changes will be implemented during the next round of negotiations or sooner if the Parties agree.

MEMORANDUM OF UNDERSTANDING #3**Re: Northern Travel Allowance Benefit****(a) Full-time Employees**

It is agreed by both Parties that the Employer will provide, at no cost to the Employer and no wage increase to the BCGEU employee, an annual T-4 benefit for northern travel allowance in the amount of

three thousand dollars (\$3,000) per year for income tax purposes. The benefit will commence January 1, 1995, and is applicable to only regular permanent full-time employees.

(b) *Part-time Employees*

It is further agreed by both Parties that the Employer will provide, at no cost to the Employer and no wage increase to the BCGEU employee, an annual T-4 benefit for part-time employees. The amount shall be prorated at seven percent (7%) of the employee's annual gross salary to a maximum of three thousand dollars (\$3,000) per year, whichever is least, for income tax purposes. The benefit will commence January 1, 1996, and is applicable to only regular permanent part-time employees.

This benefit is subject to the continuance of Fort St. John being deemed a northern community as per the appropriate Federal income tax legislation.

MEMORANDUM OF UNDERSTANDING #4**Re: Job Sharing****FORWARD**

This Memorandum of Understanding applies to all regular full-time employees of the City represented by the BCGEU; and

- outlines the circumstances under which job sharing arrangements may occur; and
- outlines the terms and conditions of job sharing; and
- provides guidelines for the review of job sharing proposals and the evaluation of current job sharing arrangements.

DEFINITIONS

"Job share proposal" a document, initiated by two (2) full-time regular employees, which outlines their request to become part-time employees, and recommends how the duties of a Union position previously performed by one full-time employee, can be divided to accommodate their request.

"Job sharing arrangement" where two (2) part-time employees perform the regular duties of a full-time position.

"Partners" part-time Union employees participating in a job sharing arrangement.

POLICIES***Job Sharing Proposals***

Job sharing proposals can be considered where both partners propose a job sharing arrangement of which they already occupy a full-time position.

A job sharing proposal must be presented to the Department Head for consideration. Job sharing proposals must include details as outlined in the mandatory procedures section of this Memorandum of Understanding.

Approval of the job sharing proposal is at the discretion of the Department Head. See Guidelines for suggested areas of consideration when reviewing job sharing proposals.

Eligible Partners

The recommended partner(s) outlined in the job sharing proposal must:

- Possess the necessary qualifications, skills, knowledge and ability for the position to be shared as outlined in the most current position description;
- Be employed with the City of Fort St. John as a BCGEU regular full-time employee;
- Be performing his/her current duties satisfactorily.

Appointment of Job Sharing Partners

The approval of a job sharing proposal is confirmed in writing by appointing the job sharing partners as part-time employees. Appointments are subject to the applicable sections of the Collective Agreement i.e., probation, transfers, demotion.

The appointment letter should address the departmental needs of whether the employee's hours may be increased up to full-time due to the partner's absence for vacation, illness or leave. Approval of

increasing the work hours would be at the discretion of the Department Head. The Department Head will give as much notice as possible to the partner before increasing their hours of work.

This is not meant to be a permanent change in hours of work; nor is it meant to limit the excluded manager's responsibility to determine how operation requirements will be met on each occasion.

Approval of the Job Sharing Proposal

Confirmation of the Employer's approval of a job sharing proposal must be in writing and copied to the Local Bargaining Chair or Staff Representative.

Benefits, Overtime & Seniority

Benefit entitlement and seniority are administered/calculated as in accordance with those provided to "part-time" employees as per the Collective Agreement.

Overtime entitlement is in accordance with Article 16.10 - Overtime for Part-time Employees of the Collective Agreement.

Termination of Job Sharing Arrangement by Employees or Employer

(a) Termination by Employees:

Upon termination of the job sharing arrangement by either partner, the remaining partner may request to fill the position on a full-time basis or may submit a new job sharing proposal.

The Employer may endeavour to find alternate employment for the job sharing partners if either wishes to terminate the agreement; however, the onus is on the employee to seek alternative employment if he/she no longer wishes to job share by bidding on a job posting or resigning.

(b) Termination of Job Sharing Arrangement By Employer:

The Employer may terminate a job sharing arrangement with reference being given to relevant provisions in the Collective Agreement. Such action should be limited to bona fide operational reasons. For administration purposes the provisions of Article 13 - Layoff and Recall will apply.

Filling of Vacated Job Shared Positions

(a) One Partner Leaves the Job Sharing Arrangement:

It is at the discretion of the Department Head in cases where one partner leaves a job sharing arrangement to decide on how the position will be filled if there continues to be an operational requirement.

This can be achieved by:

- Approving the remaining partner's request for full-time employment; or
- By approving a new job sharing proposal; or
- Post the vacancy as a job sharing arrangement seeking another partner.

When possible, preference would be given to the remaining partner's request to go full-time.

(b) Both Partners Leave the Job Sharing Arrangement:

It is at the discretion of the Department Head in cases where both partners leave a job sharing arrangement to decide on how to position will be filled if there is an operational requirement.

This can be achieved by:

- Posting the position as full-time; or
- Posting the position as a job sharing arrangement; or
- Approve a subsequent job sharing proposal.

The provisions of Article 12 - Service Career Policy will apply to both sections (a) and (b) above.

Responsibilities

Department Heads are authorized to:

- Determine whether job sharing arrangements are feasible;
- Consider and approve or reject job sharing proposals.

Accountabilities

Department Heads are accountable for ensuring that a process is in place to review and respond to job sharing proposals.

Mandatory Reporting Responsibilities

The City is required to inform the BCGEU upon request, of the following:

- Number of job sharing arrangements; and
- Nature and classification levels of shared positions.

(a) Job Sharing Proposals Must Include:

- A written statement signed by both partners requesting part-time employment in order to job share as outlined in the proposal;
- Information on the current qualifications and experience of the applied partner(s);
- A copy of each of the proposed partner's current performance appraisal;
- A description of how job duties and responsibilities may be shared;
- Details on what arrangements the partners will make to share necessary information with each other, with clients, with colleagues and with the supervisor;
- A proposal of how workload priorities will be determined by the partners on an ongoing basis;
- Preferred start date;
- Preferred work schedule; and
- Any other applicable information relating to the operations as deemed necessary by the Department in advance (eg: vacation requests or workload issues/processes that may be unique to the Department).

(b) Approval of the Job Sharing Proposal:

Once approved by the Employer, the appointment letter to each partner should outline:

- The terms and conditions (rate of pay, benefits, etc.) of employment as referred to in the Collective Agreement and Job Sharing Policy; and
- The agreed terms of the proposal relating to the job sharing arrangement; and
- The starting date; and

- If the Employer intends on increasing either partner's hours of work due to the absence of one partner.

ADMINISTRATION GUIDELINES

(a) *Establishment of Job Sharing Arrangements*

It may be to the advantage for the Employer to approve Job Sharing Proposals in the following circumstances:

- The organization will lose a valuable employee whose circumstances prevent him/her from working full-time; or
- A mix of backgrounds/experience will enhance the operation; or
- An employee wishes to phase into retirement; or
- A pool of experienced workers can be kept for full-time positions in the future.

Positions which typically are better suited for job Sharing arrangements are those where:

- There is "on-the-spot" service and little follow-through is required; or
- Work can be scheduled in advance; or
- Different staff can perform a function interchangeably; or
- Little interaction is required with other employees.

(b) *Review of Job Sharing Proposals and Evaluation of Current Job Sharing Arrangements*

Suggested issues to consider in reviewing job sharing proposals, or evaluating existing arrangements:

- Do the proposed partner(s) possess the necessary qualifications, skill, knowledge and ability to do the job as outlined in the most current position description?
- Will/has the efficiency, productivity, timelines, and level of service be/been maintained or enhanced?
- Will/has the productivity of the "applicable" work group be/been adversely affected?
- Can/has a practical and appropriate communication arrangement be/been established and maintained between the partners, the supervisor, clients and others?
- How will the supervisor assess the quality of work if both partners are accountable for all duties of the position?
- Can/has an acceptable work schedule be/been worked out?
- Are both partners prepared to cover off for each other when requested for absences?
- Will/has the supervisor's job become more difficult because of this job sharing arrangement? If so, in what way?
- Does the benefit outweigh the extra benefit/supervisory time cost?
- Are the partners/candidates jointly and separately performing the duties to the satisfaction of the Department head?

MEMORANDUM OF UNDERSTANDING #5**Re: Replacement of Employees on Short Term Disability Program and Long Term Disability**

It is agreed by both Parties that the following process will be administered for the above mentioned:

- (1) *Replacement of Employee's on Short Term Disability Program - Maximum Seventeen (17) Weeks*
 - (a) The vacated position may be posted and/or filled by an auxiliary employee for the duration of the STD, up to a maximum of seventeen (17) weeks.
 - (b) If a temporary upgrade is made from within the bargaining unit, the employee taking the upgrade to occupy a higher paid position would be deemed to be substituting for pay only for the duration of the disabled employee's absence while on weekly indemnity. If required, his/her vacated position may be posted and/or filled by an auxiliary employee. When the temporary position ends, the employee will return to his/her former position.
 - (c) Should an extension of the term be required in order to accommodate the employee's recovery and return to work, the term extension will be discussed with the Union and agreed to by both the Employer and the Union.
- (2) *Replacement of Employees on Long Term Disability (at Seventeen (17) Weeks)*
 - (a) Should the Short Term Disability Program extend into a LTD leave, and the attending physician's statement indicates that the disabled employee will be unable to resume his or her duties, then the vacated position may be posted as per the Collective Agreement and filled by a regular employee.
 - (b) The disabled employee's accrual of the sick leave and vacation benefits will be frozen at the commencement date of the disability.
 - (c) A returning employee, deemed able by his/her physician to resume his/her former position will return to his/her previous position displacing the employee occupying his/her position. Whenever possible, the returning employee shall advise the City within thirty (30) working days in advance of his/her ability to return to work.

MEMORANDUM OF UNDERSTANDING #6**Student Employment – Work Study and Seasonal****Definitions:**

- (a) “*Seasonal*” is defined as a period not to exceed four and one half (4½) consecutive months or eighteen (18) weeks.
 - (b) “*Work Study*” is defined as work not to exceed sixteen (16) hours per week.
1. Students hired to fill a position covered by an existing classification shall be classified according to the rate established for that position and are subject to the applicable terms of the Collective Agreement except that no student shall be employed for such duties while qualified and available members are on layoff status.
 2. Full-time students hired for work study or seasonal work and to carry out special jobs not normally carried out by employees in the bargaining unit, shall be entitled to rates of pay outlined in number four (4) below. The Employer will advise the Union in writing of the name(s) of the

student(s), the position(s) they are filling and provide a job/project description. For the purpose of determining entitlement to benefits under the Collective Agreement, students employed as work study or seasonal students will be considered to be auxiliary employees. Work study or seasonal students hired pursuant to this Agreement shall be considered terminated for cause upon completion of their appointment.

- 3. In the event there is a dispute under this Memorandum of Understanding as to whether a student should be classified under this Memorandum, the dispute shall be dealt with through the grievance procedure in the Collective Agreement starting at Step 3 of the grievance procedure.
- 4. *Salary Schedule – Workstudy and Seasonal Student Employment:*
 - a. Grade 12 or below..... \$10.00 per hour
 - b. Completed first or second year post secondary \$11.50 per hour
 - c. Completed third or fourth year post secondary..... \$13.00 per hour

MEMORANDUM OF UNDERSTANDING #7

The Employer agrees that any new equipment purchased, leased or long term rented equipment with enclosed cabs shall be equipped with air conditioning providing the air conditioning is an available option from the manufacturer of the equipment.

MEMORANDUM OF UNDERSTANDING #8

The Union and the Employer agree to enter into discussions and to consider opportunities to contract in work. Opportunities will be investigated if it appears that the City has, or can obtain, the expertise and resources to undertake the work and that there will be a financial benefit to the City.

MEMORANDUM OF UNDERSTANDING #9*between**The City of Fort St. John**and the**BC Government and Service Employees' Union*

1. From the date of the signing of this Agreement, the City of Fort St. John agrees that the number of regular full-time and regular part-time BCGEU employees at the City of Fort St. John will not fall below seventy-two (72) (full-time equivalent) workers, (the "*Minimum Staffing Level*") subject to the following:
 - (a) It is acknowledged and agreed by both Parties that in the event that functions provided as of the date of this Agreement under contract to other local governments or the RCMP are withdrawn, eliminated or altered by said authorities that the City will undertake to:
 - (i) provide a minimum of six (6) months notice to affected employees; and
 - (ii) provide on-the-job training to employees for which the City determines that there may be positions available.
 - (b) It is further agreed that the Minimum Staffing Level will be reduced by the number of positions (FTE) lost as a result of such withdrawal, elimination or alteration.
2. The BCGEU agrees to publicly support, on both a local and provincial level, the City of Fort St. John's initiative towards a regional municipal government, or other government restructure, that is designed to link the industrial tax base and community services. The City of Fort St. John agrees that it will involve the BCGEU in the implementation process of such a restructure by providing information and soliciting input from the Union and the employees. (*originally signed by the Union and the Employer*)

Dated this 27th day of June 2001.