

COLLECTIVE AGREEMENT

BETWEEN

THE DISTRICT OF MACKENZIE

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
Public Works, Dog Pound and Golf Course Employees**

LOCAL 3706

January 1, 2006 to December 31, 2008

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THIS AGREEMENT entered into this ____ day of _____, 2007.

Between: THE DISTRICT OF MACKENZIE
(hereinafter referred to as "the Employer")
Party of the First Part

And: THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3706
(PUBLIC WORKS, DOG POUND AND GOLF COURSE EMPLOYEES)

(hereinafter referred to as "the Union")
Party of the Second Part

ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 PURPOSE OF AGREEMENT

It is the purpose of both parties to this Agreement:

- (1) To improve relations between the District and the Union and provide settled and just conditions of employment.
- (2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment and service.
- (3) To encourage efficiency in operations and service to customers.
- (4) To promote the morale, well-being and security of all employees in the bargaining unit of the Union.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 MANAGEMENT RIGHTS

The Union recognizes the right of the District to operate and manage the government of the Municipality in accordance with its commitments and responsibilities, including the right to direct its work forces, hire, transfer, discipline and discharge employees for just cause.

Any rules and regulations the District implements shall not be contrary to any provisions of this agreement.

2.02 NOT DISCRIMINATORY

The District agrees that it will not exercise any of its management rights in a discriminatory manner.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

3.01 BARGAINING UNIT

The District, or anyone authorized to act on its behalf, recognizes the Canadian Union of Public Employees and its Local 3706 as the sole collective bargaining agent for all its employees as certified by the Labour Relations Board of British Columbia, and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 WORK OF THE BARGAINING UNIT

Person(s) whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, where the engagement of such person(s) would result in the lay off or reduction in hours of work of any bargaining unit employee.

3.03 EXCLUDED FROM THE UNIT

The following positions are to be excluded from the bargaining unit:

- Director of Public Works
- Public Works Foreman - Roads
- Public Works Foreman - Water and Sewer
- Public Works Office Manager
- Public Works Part Time Office Clerk
- Certified Technician (to be decided by Labour Board)

Summer employees fully or partially funded by provincial and/or federal grants

3.04 NO OTHER AGREEMENT

No employee shall be required or permitted to make a written or verbal agreement with the District or his/her representative which may conflict with the terms of the Collective Agreement.

3.05 RIGHT OF FAIR REPRESENTATION

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the District. Such representatives or advisors shall have access to the Municipal Hall, Public Works Yard, Justice Building, Airport, and Dental Building in order to deal with any matters arising out of this Collective Agreement.

3.06 UNION OFFICERS AND COMMITTEE MEMBERS

Union officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this Agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the District, participation in negotiations and arbitration. Permission to leave work to conduct union business including work on various committees during working hours shall first be obtained from the appropriate manager. Such permission shall not be unreasonably withheld. All time spent in performing such Union duties, including work performed on various committees, shall be considered as time worked. Union officers will endeavour to not unduly effect the District's operations.

ARTICLE 4 - HUMAN RIGHTS

4.01 GENERAL

The District and the Union do not condone personal harassment, discrimination or sexual harassment.

4.02 DISCRIMINATION IN EMPLOYMENT

There shall be no harassment or discrimination against any employee regarding hiring, wages, training, promotion, transfer, layoff, recall, discipline, discharge, nor by reason of his or her membership or activity in the Union or any other reason, nor by reason of race, colour, ancestry, place of origin, political affiliation or activity, religion, physical or mental disability, sex or age of that person, sexual orientation, marital or parental status, family relationship, physical or mental disability unless there is a bona fide occupational requirement upon which a refusal, limitation, specification or preference must be made.

4.03 EDUCATION AND POLICY

The District agrees to develop, jointly with the Union, a policy against personal harassment, discrimination and sexual harassment and to make all management personnel and employees aware that violations of the policy may be subject to disciplinary action. The District also agrees to include the subjects of discrimination and sexual harassment in appropriate training sessions.

4.04 HARASSMENT AND DISCRIMINATION POLICY

Section 1 - Purpose

- (a) To prevent behaviour which constitutes harassment or discrimination.
- (b) To safeguard against a repeat of any harassing or discriminatory behaviour.
- (c) To demonstrate the harm and unacceptable nature of the behaviour to the person responsible.
- (d) To resolve any complaint so as to preserve the rights of both the complainant and the person against whom the complaint was made.

Section 2 - Definitions

- (a) Harassment means a behaviour, which creates an intimidating, hostile, or offensive environment which adversely affects the well-being or safety of other employees;
- (b) Discrimination means to act on the basis of prejudice toward any person based on any of the factors outlined in section 1 of the Human Rights Act;
- (c) Sexual harassment means the conduct or comment of a sexual nature, including sexual advances, requests for sexual favours, suggestive comments or gestures or physical contact. It includes such behaviours as groping, propositions of a sexual nature, display of pictures which denote any person in a sexual context or demeaning context, jokes or cartoons of a sexual or demeaning nature, touching, patting, pinching or hugging;

Sexual harassment in the workplace is cause for investigation and action where any of the following are present:

- (i) the conduct engaged in, or the comment is made by a person who knows or ought reasonably to know that the conduct is unwanted or unwelcome;
- (ii) the comment or conduct is accompanied by a reward, or the express or implied promise of a reward, for compliance;
- (iii) the comment or conduct is accompanied by a reprisal, or the express or implied promise of a reprisal, for the refusal to comply;
or

- (iv) the comment or conduct is accompanied by the actual denial of opportunity or the express or implied threat of the denial of opportunity, for failure to comply; or
- (v) the conduct or comment is intended to, or has the effect of, creating an intimidating, hostile or offensive environment.

Section 3 - Complaint Procedures

At any step of this procedure the complainants can file a grievance and/or a formal complaint with the BC Council of Human Rights. Where a grievance is commenced or a complaint filed with the BC Council of Human Rights this procedure no longer applies.

Step 1 - Where possible, all persons who have been subjected to either harassing or discriminatory behaviour are encouraged to voice their objection to the person responsible for the offending behaviour.

Complainants are encouraged to document instances describing words used and behaviour observed. The information should include the time, date and any witnesses to the incident.

Step 2 - Complaints may be made to the immediate supervisor or any other member of management who may attempt to resolve the complaint.

Every complaint will be recorded in writing by the person receiving notice of the complaint.

To facilitate a swift and fair remedy to a complaint and to ensure that the investigation and ultimate remedy are timely and appropriate, complaints made to supervisors must be made no more than 10 working days after the occurrence.

Step 3 - If the offending behaviour continues, the complainant must contact the Director of Human Resources.

The supervisor receiving the complaint shall record the incident in writing, specifying the details of the complaint, including;

- (a) name, title and classification of the complainant and the person against whom the complaint is made;
- (b) description of the behaviour, conduct, events, context and circumstances of the complaint;

- (c) times and dates of the incident;
- (d) names of any witnesses;
- (e) previous attempts to resolve the complaint;
- (f) the remedy which the complainant seeks.

Step 4 - Where the complaint is not satisfactorily resolved at step 3, then the complaint may be advanced to arbitration under article 12.

At any stage of this procedure, any person to whom a complaint is made may ascertain the witnesses, the facts and the relevant circumstances.

Section 4 - Investigator

The goal of the investigator is to determine the facts of the situation and to recommend a remedy.

Investigators of complaints may be either employees of the District or councillors of the District or persons who are not affiliated with the District, depending on the circumstances.

Investigators may conduct any necessary interviews with the complainant and the alleged offender and with anyone who may have witnessed the behaviour which is the subject of the complaint.

Section 5 - Investigation Procedure

Every effort will be made to maintain all information gathered during an investigation on a confidential basis. Only those members of the District staff who are involved in the processing and investigation of the complaint are to have access to the information.

Upon receipt of a complaint, the person receiving the complaint may require an investigation. If so, the Director of Human Resources may investigate or authorize an investigator to study and report on the complaint. The report should be submitted within 10 working days to the Director of Human Resources.

The investigation may consist of personal interviews with the complainant, the person against who the complaint is filed and others who may have knowledge of the circumstances surrounding the complaint. The investigator may use whatever methods and documents he or she deems appropriate for the purposes of the investigation.

In all cases, the investigator will gather information as to the behaviour complained of, the relationships between the parties, and the context in which the allegations occurred. These factors will be considered in the determination of whether the complaint is valid, and if found valid, the level of discipline to be imposed.

The complainant and the alleged offender may be required to swear statutory declarations or affidavits as to the facts.

The investigator may also make a determination as to the nature of the complaint whether the complaint is without foundation, or based on vexatious, vindictive or otherwise improper motives.

Section 6 - False Allegations

The District recognizes that not every incident complained of will constitute either discrimination, harassment or sexual harassment. Whether a particular action or incident is a personal, social relationship without a discriminatory employment effect requires determination based on all the facts and surrounding circumstances.

False allegations can have a serious detrimental effect on the innocent parties.

Where investigation reveals that a complaint has been made which is frivolous, vexatious, vindictive or otherwise intended to do harm to another, the employee responsible for the complaint may be subject to discipline which could include dismissal.

Section 7 - Discipline

Discipline for union employees will be in accordance with the Collective Agreement. It may include warning, suspension or discharge to prevent recurrence. Any discipline meted out with regard to a complaint under this article may be subject to the grievance procedure.

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT

5.01 UNION MEMBERSHIP

All employees of the bargaining unit shall, as a condition of employment, become and remain members in good standing of the Union. As a condition of employment, all new bargaining unit employees shall become and remain members in good standing of the Union within thirty days of employment.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 CHECK-OFF PAYMENTS

The District shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members. As a condition of employment, each employee must sign the CUPE Authorization Card and application for membership card authorizing these deductions.

6.02 DEDUCTIONS

Deductions shall be forwarded in one cheque to the Union, not later than the 10th day of the month following that for which the dues were deducted. The cheque shall be accompanied by a list of the names from whose salary the deductions were made, the amounts of the deductions which have been made, and a breakdown of the deductions from regular straight time wages.

6.03 DUES RECEIPTS

At the same time that Income Tax (T-4) slips are made available, the District shall type on the amount of Union dues paid by each Union member in the previous year.

ARTICLE 7 - DISTRICT AND UNION SHALL ACQUAINT NEW EMPLOYEES

7.01 NEW EMPLOYEES

The District agrees to tell new employees in the bargaining unit that a Union Agreement is in effect, and to direct the employee to the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off.

A Union Representative shall be provided with a half (1/2) hour with each new employee at no loss of pay to provide a Union orientation. Such time to be determined by the Employer.

ARTICLE 8 - CORRESPONDENCE

8.01 CORRESPONDENCE

It is agreed that all correspondence shall pass between the Director of Human Resources of the District and the President of the Local Union. A copy of any correspondence between the District and any employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this agreement, shall be forwarded to the Union President.

ARTICLE 9 - LABOUR/MANAGEMENT COMMITTEE

9.01 ESTABLISHMENT OF COMMITTEE

A Labour/Management Committee shall be established, consisting of three representatives of the Union and **up to three (3) representatives** of the District. The Union and the District recognize the importance of this Committee and jointly commit to the exchange of information and ideas relating to labour/management issues. All issues must be discussed with the appropriate management prior to being brought forward to the Labour/Management Committee.

9.02 FUNCTION OF COMMITTEE

The Committee shall concern itself with the following general matters:

- (1) Considering constructive criticisms of all activities so that continued good relations exist between the District and the employees;
- (2) Improving services to the public and job security for employees;
- (3) Promoting safe and sanitary practices;
- (4) Reviewing suggestions from employees, training issues, questions of working conditions and service (but not grievances under Article 12 of this agreement);
- (5) Correcting conditions causing grievances and misunderstandings.

9.03 MEETINGS OF COMMITTEE

The Committee shall meet at least once each month at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least (48) forty-eight hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent in meetings with this Committee.

By mutual agreement the parties may cancel or reschedule meetings.

9.04 CHAIRPERSON OF THE MEETING

A District and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

9.05 MINUTES OF THE MEETING

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the District shall each receive two signed copies of the minutes within seven days following the meeting.

9.06 JURISDICTION OF COMMITTEE

The Committee shall not have jurisdiction over wages or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the District and does not have the power to bind either the Union or its members or the District to any decision or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the District with respect to its discussions and conclusions.

ARTICLE 10 - BARGAINING

10.01 REPRESENTATIVES

The District shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the District without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson.

The Union Bargaining Committee shall be elected or appointed and consist of not more than (3) three members of the Union. The Union will advise the District of the union members of the Committee.

10.02 FUNCTION OF BARGAINING COMMITTEE

All matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions, shall be referred by the Union Bargaining Committee to the District for discussion and settlement.

10.03 MEETING OF COMMITTEE

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than (2) two calendar weeks after the request has been given.

10.04 TIME OFF FOR MEETING

Any representative of the Union shall have the right to attend Bargaining Committee meetings.

Any member of the Bargaining Committee who is in the employ of the District shall have the right to attend Joint Bargaining Committee meetings held within working hours without loss of remuneration.

In the period of (6) six months prior to the termination of this Collective Agreement each member of the Union Bargaining Committee shall be entitled to (3) three days off without pay to prepare for negotiations.

In these cases, the employee will receive his/her normal pay, and the District will bill the Union for the time lost.

10.05 TECHNICAL INFORMATION

Within (10) ten days of a request by the Union, the District shall make available to the Union any information required by the Union such as budgets and financial statements, job descriptions, postings in the bargaining unit, job classifications, wage rates, a breakdown of ratings in job evaluation and financial information pertaining to pension plans.

ARTICLE 11 - RESOLUTIONS AND REPORTS OF THE DISTRICT

11.01 NOTIFICATION AND INFORMATION

The District agrees to post the covering page(s) of all Council agendas for all regular meetings of Council on the Bulletin Boards provided for Union Business.

Copies of all motions, resolutions, bylaws or rules and regulations adopted by Council and regular meeting minutes which affect the members of the Union will be made available to the Union upon request.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 RECOGNITION OF UNION STEWARDS AND GRIEVANCE COMMITTEE

In order to provide an orderly and speedy procedure for the settling of grievances, the District acknowledges the rights and duties of the Union Grievance Committee and the

Union Stewards. The Steward may assist any employee which the Steward represents, in preparing and presenting his/her grievance in accordance with the grievance procedure.

The District agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each Steward is employed by the District and that he/she will not leave his/her work during working hours except to perform his/her duties under this Agreement. Therefore, no Steward shall leave his/her work without obtaining the permission of his/her supervisor, and such permission will not be unreasonably withheld.

12.02 TIME OFF DUE TO GRIEVANCE

Representatives of the Union in the employ of the District, and the grievor and witnesses shall not suffer any loss of pay or benefits for the time involved in grievance procedures and arbitration procedures during scheduled working hours.

12.03 NAME OF STEWARDS

The Union shall notify the District in writing of the name of each Steward and the department(s) he/she represents, and the name of the Chief Steward, before the District shall be required to recognize him/her.

12.04 GRIEVANCE COMMITTEE

The Grievance Committee shall be composed of the President, Vice President and Chief Steward of the Union, plus the Steward directly involved with the grievance.

12.05 DEFINITION OF A GRIEVANCE

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

12.06 GRIEVANCE PROCEDURE

An earnest effort shall be made to settle grievances fairly and promptly in the following manner. The Steward shall be present at all stages, and the grievor shall have the right to be present at each step of the grievance procedure.

- Step 1 - The employee is encouraged to make an earnest effort to resolve the grievance within (10) ten days of becoming aware of the problem, directly with the management person to whom he/she reports. The management person will reply as to the disposition of the grievance in writing within (5) five management working days.

- Step 2 - Failing satisfactory resolve at the first step, the Union will submit the grievance in writing to the Department Head within (10) ten working days. The Department Head will hold a grievance meeting between the parties within (5) five management working days of receiving the grievance, and will reply in writing within (5) five management working days of having heard the grievance.
- Step 3 - Failing satisfactory settlement at Step 2, the grievance may be referred to the Director of Human Resources within (10) ten working days of the Department Head's response. The grievance will be heard by the Director of Human Resources within (5) five management working days of receiving the grievance. Within (5) five management working days of hearing the grievance, the Director of Human Resources shall notify the Union of his decision in writing.
- Step 4 - Failing satisfactory settlement at Step 3, the grievance may be referred to Arbitration within (10) ten working days of receipt of notification of the Director of Human Resource's decision. The referral notice will be in writing to the Director of Human Resources.

12.07 POLICY GRIEVANCE

Where a dispute involving a question of general application occurs, or where a group of employees or the Union has a grievance, Step 1 of the grievance procedure may be bypassed.

12.08 UNION MAY INSTITUTE GRIEVANCES

The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or group of employees, and to seek appropriate adjustment with the District in the manner provided in the grievance procedure. Such grievance shall commence at Step 2.

12.09 DEVIATION FROM GRIEVANCE PROCEDURE

After a grievance has been initiated by the Union, the District's representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employees, without the consent of the Union.

12.10 GRIEVANCE ON SAFETY

An employee, or a group of employees, who is requested to work under unsafe or unhealthy conditions shall have the right to file a grievance in the second step of the grievance procedure for preferred handling.

12.11 TIME LIMITS

All time limits may be extended by mutual agreement of the District and Union in writing.

12.12 WITNESSES

At any stage of the grievance procedure or arbitration, the parties shall have the assistance of the employee(s) involved, and any necessary witnesses, as well as representatives of the Canadian Union of Public Employees, and all reasonable arrangements will be made to permit the conferring parties to have access to any part of the District's Municipal Hall, Public Works Yard, Justice Building, Airport and Dental Building to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 13 - ARBITRATION

13.01 COMPOSITION OF BOARD OF ARBITRATION

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing to the other party and will indicate the name and address of its appointee to the arbitration board. Within (10) ten days thereafter, the other party shall answer in writing, indicating the name and address of its appointee to the arbitration board. The two appointees shall select an impartial chairperson.

13.02 FAILURE TO APPOINT

If the party receiving the notice fails to appoint an appointee, or if the (2) two appointees fail to agree upon a chairperson within (10) ten days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

13.03 BOARD PROCEDURE

- (a) In resolving disputes, an arbitration board shall have regard to the real substance of the matters in dispute and the respective merits of the positions of the parties, and shall apply principles consistent with the Labour Relations Act and not be

bound by a strict legal interpretation of the issue in dispute;

- (b) The arbitration board shall have the power to receive and accept evidence and information on oath, affidavit, or otherwise as in its discretion it considers proper, whether or not the evidence is admissible in a court of law;
- (c) A grievance or arbitration shall not be deemed invalid by reason of a defect in form, or a technical irregularity. An Arbitration Board may relieve against those defects or irregularities on just and reasonable terms.

13.04 DECISION OF THE BOARD

The decision of the majority shall be the decision of the board. Where there is no majority decision, the decision of the chairperson shall be the decision of the board. The decision of the board of arbitration shall be final, binding and enforceable on all parties. The board of arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of the Agreement. However, the Board shall have the power to amend a grievance, modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.

13.05 DISAGREEMENT ON DECISION

Should the parties disagree as to the meaning of the board's decision, either party may apply to the chairperson of the board of arbitration to reconvene the board to clarify the decision.

13.06 EXPENSES OF THE BOARD

Each party shall pay the fees and expenses of its appointee and one-half of the fees and expenses of the chairperson.

ARTICLE 14 - DISCHARGE, SUSPENSION AND DISCIPLINE

14.01 DISCHARGE AND DISCIPLINE PROCEDURE

An employee may be dismissed or disciplined but only for just cause and only upon the authority of the District as defined in this Agreement. A manager may suspend or discipline an employee but shall immediately report such action to the Director of Public Works. Authority to discharge is vested with the Director of Public Works who shall immediately report any such action to the Director of Human Resources. Prior to the imposition of discipline or discharge, an employee shall be given the reason in the presence of his/her Steward or Union Representative. Such employee and the Union shall be notified promptly in writing by the District, with full disclosure of the reason for such discipline or discharge.

An employee considered by the union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 12, Grievance Procedure. Such grievance will proceed directly to Step 3 of the Grievance Procedure.

14.02 BURDEN OF PROOF

In cases of discharge and discipline, the burden of proof of just cause shall rest with the District. Evidence shall be limited to the grounds stated in the discharge and discipline notice to the employee.

14.03 REINSTATEMENT

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

14.04 RIGHT TO HAVE ADDITIONAL MEMBER OF MANAGEMENT PRESENT

The District shall have the right to have an additional member of management present at any meeting with an employee and shop steward which may be the basis of disciplinary action.

14.05 DESIGNATION OF SUPERVISOR

Every employee shall be notified of the name of his/her immediate management supervisor.

14.06 CROSSING OF PICKET LINES DURING STRIKE

An employee covered by this Agreement shall have the right to refuse to cross a picket line or refuse to do the work of striking or locked out employees, or refuse to handle goods from an employer where a strike or lockout is in effect. An employee will immediately report his/her refusal to cross the picket line to his/her supervisor. Failure by a member of this Union to cross such a picket line or to perform the work of striking or locked out employees or to handle goods from an employer where a strike or lockout is in effect, shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action, other than loss of wages for the period involved.

14.07 RIGHT TO HAVE A STEWARD PRESENT

An employee shall have the right to have his/her Steward or a Union Officer present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact his/her Steward or a Union Officer to be present at the interview.

A Steward or Local Union officer shall have the right to consult with a CUPE staff representative and to have him/her present at any discussion with supervisory personnel which might be the basis of disciplinary action.

14.08 PERSONNEL RECORDS

Every employee has the right to have access to his/her personnel record during normal District Municipal office hours and to make copies of any documents contained therein. Employees and the Union on behalf of an employee, shall have the right to respond in writing to any document contained therein. Such replies shall become part of the permanent record. Any dispute as to the contents of the employee's personnel record may be subject to the grievance procedure, and the eventual resolution thereof shall become part of the employee's record.

No evidence from the employee's record, of which the employee was not aware at the time of filing of a grievance may be introduced as evidence in any hearing.

The record of an employee shall not be used against him/her at any time after (24) twenty-four months following disciplinary action, provided there have been no further infractions of a similar nature during that (24) twenty-four month period. After the (24) twenty-four month period has expired, upon request, the District shall remove and destroy all letters of reprimand and correspondence regarding those reprimands and all adverse reports from an employee's personnel record.

The personnel records of an employee or former employee, shall not be shared in any manner with any other employer or agency, without the prior written consent of the employee concerned, unless the release of information is required by any statute, regulation or Court or Board Order.

14.09 USE OF DEMOTION AS DISCIPLINE

Demotion shall not be used as a disciplinary measure.

ARTICLE 15 - SENIORITY

15.01 SENIORITY DEFINED

Seniority is defined as the length of service with the District in the bargaining unit from date of hire, and shall include service with the District prior to the certification of the Union. All employees accrue full seniority from date of hire. Seniority shall operate on a bargaining-unit-wide basis, and shall be used in determining preference or priority for promotion, transfer, demotion, layoff and recall, as set out in other provisions of this Agreement.

Part-time and seasonal employees shall receive credit of six months for each year worked from start date. Effective January 1, 1997 the part-time and seasonal employees will receive credit for hours actually worked.

15.02 SENIORITY LIST

The District shall maintain a seniority list showing the current classification and the date upon which each employee's service commenced. Where two or more employees commence work on the same day, preference shall be in accordance with the date of application. Up to date seniority lists shall be sent to the Union and posted on all bulletin boards in January and in July of each year.

15.03 PROBATION FOR NEWLY-HIRED EMPLOYEES

- (a) All new employees shall be hired on probation. The probationary period is to continue for three (3) working months from the date of hiring which, in the case of part-time employees, is defined to be the lesser of four hundred and fifty (450) working hours or (5) five calendar months. During the probationary period employees shall be entitled to all rights and privileges of the agreement;
- (b) Probation period for seasonal employees shall be the same as regular part time employees or successful completion of one seasonal employment term which ever occurs first;
- (c) The probationary period shall be for the purpose of determining a person's suitability for permanent employment in that position which he/she is placed in a probationary capacity. After successful completion of the probationary period, seniority shall be effective from the original date of hire;
- (d) In assessing the discharge of a probationary employee, an arbitrator shall take into account whether the standards expected were reasonable, whether the employee was notified of them and given a fair opportunity to demonstrate his/her ability, whether the employee was notified of the deficiencies in his/her performance and

given an opportunity to correct them, and whether the District's assessment of the employee was fair and reasonable.

15.04 RETENTION AND LOSS OF SENIORITY

An employee shall not lose seniority if he/she is absent from work because of sickness, disability, accident, layoff, or leave approved by the District.

An employee shall lose his/her seniority only in the event:

- (a) He/She is discharged for just cause and is not reinstated;
- (b) He/She resigns in writing and does not withdraw the resignation within (2) two days;
- (c) Is laid off for a period in excess of (24) twenty four months;
- (d) Following a lay off he/she fails to notify the District of his/her intentions to return to District employment within (5) five days after receiving notice by registered mail and fails to return to work within (15) fifteen days after receiving notice by registered mail to do so, unless through sickness or other just cause. The refusal of an employee to accept recall to such employment will not result in termination of seniority and will not prejudice his/her right to recall in the **(24) twenty four** month period following layoff;
- (e) Retires at the mandatory retirement age as set out in this Agreement;
- (f) Accepts severance pay.

15.05 TRANSFER AND SENIORITY OUTSIDE THE BARGAINING UNIT

No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside of the bargaining unit, he/she shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such employee shall have the right to return to a position in the bargaining unit during his/her trial period, which shall be a maximum of (60) sixty calendar days. If an employee returns to the bargaining unit, he/she shall be placed in a job consistent with his/her seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

15.06 SEASONAL/TERM/PART-TIME EMPLOYEES

A seasonal employee is defined as an employee who by nature of seasonal operations works a pre-specified season.

A part-time employee is defined as an employee who works less than full-time hours of a position.

A term employee is defined as an employee who is hired for a specific project or term of work not to exceed three months. The term could be extended by mutual agreement of the parties. Clause 16.06 and Article 17 shall not apply to these employees.

A seasonal employee's seniority date upon completion of the probationary period shall be date of hire. While actively employed in a seasonal work term, seasonal employees will be placed on the regular seniority list and upon ending each seasonal work term the employee will be transferred to a seasonal inactive list, for all purposes except to exercise his/her seniority in accordance with Article 16.

Recall of Seasonal Employees

The District will maintain and provide to the union a list of all inactive seasonal employees eligible for recall. Six weeks prior to posting for seasonal positions, the District will send by registered mail recall notices to all employees who worked the previous season in those positions. The employee will respond in writing within (10) ten days of receiving letter of their intention to return to the seasonal position. If an employee declines recall or does not respond within the (10) ten day period, the District will consider the individual's employment terminated and they will be removed from the recall lists.

Seasonal employees shall accumulate seniority in accordance with Section 15.01.

15.07 SENIORITY BETWEEN DEPARTMENTS

The parties agree that in the event a District employee covered under CUPE Local 3706 agreement posts into a department covered under a separate agreement, the following layoff provisions shall apply;

There shall be no loss of seniority in the event of a layoff in accordance with article 15.04. Therefore the employee about to be laid off may exercise their option to bump into the department covered under the collective agreement where he/she has accumulated the greater seniority.

The laid off employee exercising his/her option to bump shall be entitled to combine seniority from both departments to bump an employee with less seniority in the department where the laid off employee holds the greater personal seniority, providing the employee is qualified to perform the work of the position he/she is bumping into.

For the purpose of this Letter of Understanding there are two departments;

1. Leisure Services
2. Public Works/Bylaw/Animal Control/Golf Course

ARTICLE 16 - PROMOTIONS AND STAFF CHANGES

16.01 JOB POSTINGS

When a new position is created, or when a vacancy of a temporary or permanent nature occurs inside the bargaining unit, the District shall within **two (2) weeks** notify the Union in writing and post notice of the position on all bulletin boards provided for union use for a minimum of one week, so that all members will know about the vacancy or new position.

The District agrees that all vacancies within the bargaining unit will be posted for employees of the bargaining unit first, **with the exception that part-time employees hired after the ratification date of this Collective Agreement are not permitted to apply for any job postings until the completion of their probationary period under Article 15.03.**

If the District is unable to fill the position from within the bargaining unit the District may then advertise for other prospective applicants.

Posting notices shall be posted simultaneously on Leisure Services and Public Works and Animal Control Notice Boards. If posted externally, existing employees shall receive priority for the position.

16.02 INFORMATION IN POSTINGS

The posting shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range. The qualifications and requirements listed in the posting shall be those necessary to perform the job function and may not be arbitrary or discriminatory. All job postings shall be written in gender neutral language.

16.03 TRANSFERS AND PROMOTIONS

Both parties recognize:

- (a) The principle of promotion within the service of the District;
- (b) That job opportunity should increase in proportion to length of service and professional development.

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 16.02. Appointments from within the bargaining unit shall be made within **one (1) week** of the closing date of the posting. The job shall be filled within (1) one week of appointment.

16.04 TRIAL PERIOD

An employee who has been transferred or promoted within the Bargaining Unit shall receive the training necessary to provide a fair and reasonable assessment of their ability to perform the job. The trial period shall be based on the same time periods as set out in Article 15.03. The District shall not curtail the trial period without just

cause, before it has run its full course. Conditional on satisfactory service, the employee shall be declared permanent after the trial period.

In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

16.05 NOTIFICATION TO EMPLOYEE AND UNION

Within (7) seven calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on all bulletin boards. The District shall provide a written explanation and notification of any shortcomings in qualifications to all Bargaining Unit applicants who have been denied promotion, or transfer. The Union shall be notified of all promotions, demotions, hiring, layoff, transfers, recalls, resignations, retirements, deaths or other terminations of employment.

16.06 PROMOTIONS REQUIRING HIGHER QUALIFICATIONS

If no employee is appointed to a vacancy in accordance with Article 16.03, then serious consideration for promotion will be given to the applicant with the greatest seniority who does not possess the required qualifications, but is preparing for qualification prior to filling the vacancy. If granted the job, the employee will be given an opportunity to qualify within the trial period as set out in Article 15.03. If the qualifications are not met within this time, the employee shall revert to his/her former position.

The District shall also consider employees who are not qualified but who, through

training, could reasonably be expected to meet the qualifications for the job and perform the job within a (6) six-month period. If the qualifications are not met within this time, the employee shall revert to his/her former position.

16.07 TRAINING AND EDUCATION

- (a) The District agrees with the principle of providing the opportunities for employees to receive training within their lines of work to facilitate qualification for promotion if a vacancy arises in a position senior to that employee's.

The District shall inaugurate and maintain a system of "on-the-job training" so that each employee shall have the opportunity to receive training to enable qualification for promotion or transfer in the event of a vacancy arising within their line of work. Accordingly, employees shall be allowed regular opportunities to learn the work of higher or equal positions during regular working hours by working together with the incumbent or other persons who may or may not be a member of the Bargaining Unit. Such opportunities for training shall be allocated according to the seniority provisions of this Agreement and will not result in any loss of pay for those being trained;

- (b) All costs associated with certification courses and/or testing required as a condition of employment will be borne by the District. The District will pay wages to those employees who are required to take certification courses and/or testing during regularly scheduled working hours, but will not be required to pay wages to those employees who take certification courses and/or testing during a period of time when they have not been scheduled to work. For part-time employees who are required to take certification courses and/or testing as a condition of employment the District will pay the employee the average daily hours given to those employees during the preceding (12) twelve weeks of employment, based on a (5) five day work week.

The District agrees that all certifications currently held by employees will be continued under the provisions of this Article.

In instances where these certification courses and/or testing occurs during the full-time employees scheduled day off, a lieu day off with pay shall be provided at a mutually agreed time.

16.08 DISABLED EMPLOYEES

The District will use its best efforts to find suitable alternate employment for persons who have, by injury or other infirmity, become unable to continue performing their normal job duties.

The employee will be provided such other work at the prevailing rate of pay for that

work, only if the employee is qualified and able to perform the duties, can be trained to perform the duties, or can be reasonably expected to become qualified within a (6) six month period. The ability of the District to provide such work will depend upon the availability of that work. Such employee shall not displace an employee with more seniority.

This article will not in any way reduce the Employer's duty to accommodate an employee where such an accommodation is required under Human Rights.

ARTICLE 17 - LAY OFFS AND RECALL

17.01 DEFINITION OF LAYOFF

A layoff shall be defined as a reduction in the work force or a reduction in the hours of work as defined in this agreement.

This article does not apply where the reduction in part time hours is the result of normal scheduling of work.

Maintenance shut downs of longer than two (2) weeks (when the twenty-five (25) meter pool remains full) and longer than three (3) weeks (when the twenty-five (25) meter pool is emptied) shall be considered layoff in accordance with this article.

17.02 ROLE OF SENIORITY

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit-wide seniority.

An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the employee with less seniority. Any employee who wishes to bump another employee must advise the District in writing no later than (5) five days after receiving notice of the lay off. Any employee who is bumped shall receive notice in accordance with the general lay off provisions of this Article.

The right to bump shall include the right to bump up.

Employees who bump down will be paid at the applicable rate of pay for that classification.

17.03 RECALL PROCEDURE

Employees shall be recalled in the order of their seniority provided that they are qualified to do the work available.

17.04 NO NEW EMPLOYEES

New employees shall not be hired until those laid off have been given an opportunity of recall.

17.05 ADVANCE NOTICE OF LAYOFF

- (a) Unless legislation is more favourable to the employees, the District shall not lay off an employee without giving the employee, in writing, at least (2) two weeks notice where the employee has completed the probation period under Article 15.03 and, after completion of a period of employment of (3) three consecutive years, one additional weeks notice, and for each subsequent completed year of employment, an additional weeks notice, up to a maximum of (8) eight weeks notice;
- (b) The period of notice will not coincide with the employee's annual vacation;
- (c) When the District lays off an employee, the employee may, instead of notice required to be given under Article 17.05(a), accept severance pay equal to the period of notice required. Payment under this clause does not relieve the District from making any other payment to which the employee is entitled under the Employment Standards Act or the Collective Agreement.

An employee accepting payment under this Article loses all bumping and recall rights.

17.06 GRIEVANCE OF LAYOFFS AND RECALLS

Grievances concerning layoffs and recalls shall be initiated at Step 2 of the grievance procedure.

17.07 CONTINUATION OF BENEFITS

The District agrees to pay the monthly premiums up to (3) three months to the Medical Plan, Extended Health Plan, and Dental Plan, for employees with one or more years of service at time of layoff. In the event of a longer layoff, employees so affected will be given the right to continue their coverage through direct payments, provided that the plans permit such coverage. Employees who accept severance pay are not entitled to continuation of benefits under this Article.

17.08 RETENTION OF BENEFITS

- (a) An employee being laid off and re-employed shall retain all previous benefits earned in connection with vacations and other benefits based on length of service;

- (b) An employee being laid off shall have the option of pay-out or retention of earned vacation.

ARTICLE 18 - HOURS OF WORK

18.01 REGULAR DAILY HOURS

- (a) The hours of work for Public Works employees are from 7:00 am to 4:30 pm (eight and one-half (8½) hours per day), Monday to Friday. The last half-hour worked shall be banked at straight time, such banked time to be taken off on a mutually agreeable basis.

The hours of work for employees assigned to the golf course shall be 6:00 am - 3:30 pm.

Banked time can be accumulated up to forty (40) hours at a time. An employee shall have two pay periods to use some accumulated banked time. Time in excess of forty (40) hours not used within two pay periods shall be paid.

- (b) The hours of work for full-time Animal Control/Bylaw Enforcement employees are 7:45 am to 4:45 pm, Monday to Friday (40 hours per week). The hours of work for permanent part-time Animal Control/Bylaw Enforcement employees shall be a minimum of four (4) hours per day, to be worked in a four (4)-days- on, four (4)-days-off alternating Sunday to Saturday schedule. Minimum hours to be worked each week shall be twenty (20) hours.

The hours of work for permanent part-time and part-time Animal Control/Bylaw Enforcement employees shall be between the hours of 6:00 am and 10:00 pm.

The hours of work for part-time Animal Control/Bylaw Enforcement employees shall be on an on-call, as-needed basis with a minimum of four (4) hours work per week.

The senior Animal Control/Bylaw Enforcement employee shall be entitled to a preferred shift for purposes of vacation coverage and/or leave coverage. When the District is aware of a leave slot in the schedule becoming available, the District will post such a need. The senior Animal Control/Bylaw Enforcement employee shall make the request to fill a preferred shift in writing no less than one (1) week of it becoming available. When the District has no advance notice of a

preferred shift becoming available, the District will notify the senior Animal Control/Bylaw Enforcement employee of the need to fill a shift as soon as practically possible.

Variation in the shift hours may be mutually agreed upon with reasonable notice.

- (c) Unpaid lunch breaks for employees shall be one (1) hour.

18.02 LACK OF WORK - MINIMUM PAY

In the event of an employee starting work in any day and being sent home, he/she shall be paid for a minimum of (4) four hours. In the event that an employee reports for work but is sent home before commencing work, he/she shall be paid for (2) two hours at regular rates.

18.03 BREAK PERIOD

All employees shall be permitted a (15) fifteen minute rest period every (2) two hours of a shift, inclusive of the lunch break. Bargaining unit members will not have to cover management rest periods.

18.04 SPLIT SHIFTS FOR PART TIME EMPLOYEES

One set of split shifts per day will be permitted for part time employees. Any subsequent shift in that day will be at double time.

ARTICLE 19 - OVERTIME

19.01 OVERTIME DEFINED

For full time employees, all time worked before or after the regular daily hours, the regular weekly hours or on a paid holiday as provided in Article 21.01, shall be considered overtime. Part time employees receive overtime pay after (8) eight hours of daily work, (40) forty hours of weekly work Sunday to Saturday week and on a paid holiday as provided in Article 21.01.

19.02 OVERTIME RATES

All overtime shall be paid at the rate of time and one-half unless as otherwise specified in this Collective Agreement. Full time employees have the option of banking overtime at the applicable rate.

Double time will be paid to all employees who work in excess of (10½) ten and one-half hours in a day of work except for Animal Control/Bylaw Enforcement Officers where double time will apply in excess of (10) ten hours in a day of work.

All time worked on employees' days of rest shall be paid at double the standard rate of pay for every hour worked.

Permanent part time employees' days of rest shall be considered the first forty-eight (48) hours away from the last scheduled shift.

Maximum overtime to be banked is to be equivalent to (40) forty straight time hours.

Payout of banked overtime shall be the last pay period before Christmas. The cut-off for access to banked overtime will be the end of the second pay period prior to Christmas.

Upon request, banked overtime shall be paid out within ten (10) days of an employee's request.

19.03 MEAL ALLOWANCE

An employee required to work more than (2) two hours overtime on a continuation of a shift shall be provided with a meal allowance of **(\$15.00) fifteen dollars** by the District.

This allowance will not apply on a regular work schedule and will therefore not be a taxable expense for the employee.

19.04 SHARING OF OVERTIME

- (a) The District shall maintain a list of employees willing and qualified to perform the work;
- (b) All overtime shall be distributed on a rotational/seniority basis among employees who are willing and qualified to perform the available work;
- (c) The employee to be assigned to work overtime under this Article shall be determined according to the following stipulations:
 - (i) If the overtime constitutes a continuance of the work day, then the employee who has been working on the job where overtime is required shall continue to work the overtime hours; or
 - (ii) If the overtime is to occur at any time which is not a continuance of the work day, then the employees will be assigned from the overtime list.
- (d) A list of how overtime has been assigned shall be posted for all

bargaining unit members to view. This list shall be updated weekly or as overtime assignments are made.

- (e) **After all qualified persons within a department have been offered available work, if there is still work available it shall be offered in order of seniority on a rotational basis to qualified employees on the general seniority list (Public Works, Dog Pound, Golf Course employees).**

19.05 MINIMUM CALL OUT HOURS

A call out is defined as the period of time an employee is asked to work which is of an unforeseen nature and is not attached to a scheduled shift or is outside his/her hours of work as outlined in Article 18.01.

Full time employees called out shall be paid for a minimum of (4) four hours at the applicable overtime rate unless the call out time runs into a scheduled shift then the employee shall be paid for time worked at the applicable overtime rate with a minimum of (2) two hours pay.

Part time employees called out shall be paid for a minimum of (2) two hours at the applicable rate or overtime rate.

When the work on the call out is completed the employee shall be allowed to leave.

For the purpose of this Article, the definition of unforeseen nature is a period of time within twenty-four (24) hours of the Employer being notified of the need to provide shift coverage.

19.06 TIME OFF IN LIEU OF OVERTIME PAY

A full time employee may elect to take time off in lieu of overtime pay each occasion overtime occurs. Such time off shall be calculated in accordance with Article 19.02 above and scheduled at a time convenient to both the District and the employee. Requests for such time off shall not be unreasonably denied.

19.07 TIME OFF IN LIEU OF OVERTIME PAY

An employee may elect to bank overtime to be taken off at a future time each occasion overtime occurs. Such time off shall be calculated in accordance with Article 19.02 above and scheduled at a time mutually agreeable. Requests for such time off shall not be unreasonably denied.

ARTICLE 20 - SHIFT WORK

20.01 DIRTY PAY

A premium of **one dollar and fifty cents (\$1.50)** per hour for all hours worked shall be paid **for the entire shift when an employee is required to work in any portion of a shift** with raw sewage (not including taking samples of effluent), residential sewer plugs, tarring, and handling dead animals (not including euthanasia).

20.02 REPLACEMENT COSTS

The Employer shall pay the costs to replace lost, stolen or broken personal tools belonging to the mechanics, used in the course of performing work for the District.

When a speciality hand tool is required to perform regular maintenance of a piece of equipment, the District shall ensure that such tool is available for the mechanic's use.

20.03 REST BETWEEN CHANGE OF SHIFT

Failure to provide at least (10) ten hours rest between scheduled shifts which are being changed shall result in payment of overtime at double time for any hours worked during such rest period.

ARTICLE 21 - PAID HOLIDAYS

21.01 PAID HOLIDAYS

Employees covered by this Agreement are entitled to a holiday with pay on the following days:

New Year's Day	BC Day
Labour Day	Good Friday
Thanksgiving Day	Easter Monday
Remembrance Day	Victoria Day
Christmas Day	Canada Day
Boxing Day	

and any other day proclaimed by the federal, provincial or municipal government as a holiday for the general public. Any hours worked after 6:00 pm on Christmas Eve or New Year's Eve by employees outlined in Article 18.01(b) shall be paid at double time.

21.02 PAYMENT PROCEDURE

- (a) If a statutory or declared holiday falls or is observed during the employee's annual

vacation, he/she shall be granted an additional day's vacation for such holiday in addition to his/her vacation time;

- (b) If a statutory or declared holiday falls or is observed on a day upon which a full time employee is not scheduled to work he/she shall not be paid for that holiday but shall be entitled to take the day with pay in lieu at a mutually agreed time. Full time employees shall be entitled to bank up to (3) three statutory holidays in lieu days;
- (c) An employee who is required to work on a statutory holiday shall be paid at the rate of time and one half his/her standard rate of pay for every hour worked in addition to his/her regular pay. An employee who is required to work on Christmas or New Year's Day shall be paid at the rate of two (2) times his/her standard rate of pay for every hour worked, in addition to his/her regular pay. This applies to scheduled work only;
- (d) Part time employees will receive pay for statutory holidays on a prorated basis of hours actually worked to regular hours available, using the previous (30) thirty calendar days for the calculation;
- (e) An employee required to work on a statutory holiday on his/her normal day of rest shall be paid at a rate of two times their standard rate of pay for every hour worked and shall receive a day off in lieu.

21.03 ELIGIBILITY

All employees with one week of service shall qualify for pay for the holidays identified in Article 21.01. Employees on layoff or leave of absence without pay are not eligible for paid holidays.

ARTICLE 22 - VACATIONS

22.01 VACATION ENTITLEMENT

Vacation year shall mean the (12) twelve month period following the anniversary date of employment. Vacation credits shall be earned by all employees and accrued bi-weekly.

- (a) Full time employees are entitled to vacation in accordance with Schedule "B" attached to and forming part of this Collective Agreement;
- (b) Part time employees will have the applicable percentage as set out in Schedule B Column 3 applied to all hours actually worked and the vacation allotment from that calculation will be entered into the employee's vacation bank.

22.02 PREFERENCE IN TAKING VACATIONS

- (a) Vacation entitlements can be taken once they have been accrued;
- (b) Preference in vacations will be based on seniority. Vacation requests must be in by May 1, after which vacations will be approved on a first come first served basis;
- (c) The employee wishing to take vacation in blocks of (2) two consecutive weeks or more will submit the request (30) thirty days prior to the vacation. A shorter time period will be considered by the District. Vacation requests of less than (2) two weeks will be submitted in writing (10) ten days prior to the vacation. No vacation request will be unreasonably denied and the District will reply to all requests within (5) five days. No employee will be obliged to schedule vacation that is not agreeable to him/her;
- (d) Once vacation has been approved the vacation shall not be changed without the mutual consent of the employee and the District;
- (e) Employees may carry up to a maximum of eighty (80) hours vacation time into their next vacation year.

22.03 VACATION PAY

- (a) Vacation pay shall be paid at the employee's regular rate of pay in effect immediately prior to the vacation taken. All employees shall be entitled, at the completion of each vacation year, to the difference in pay between their regular rate of pay and their percentage of gross salary entitlement as stated in Schedule B. Such payment shall be made by separate cheque in a lump sum to each employee not later than (30) thirty days following the completion of the employee's vacation year;
- (b) Upon vacation approval under Article 22.02(c) employees shall, if requested, receive on the last office day preceding the commencement of their vacation an advance equivalent to no less than 90% of any regular paycheque which may fall due during the period of their vacation.

22.04 OTHER APPROVED LEAVES DURING VACATION

Where an employee qualifies for sick leave, bereavement, or any other approved leave during his/her period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation

period or reinstated for use at a later date, at the employee's option.

22.05 NO CALL OUT ON VACATION

No employee shall be asked to work during his/her scheduled vacation period.

22.06 VACATION RECORD

The District shall record each employee's vacation accrual on that employee's paycheque stubs as it accumulates.

ARTICLE 23 - SICK LEAVE

23.01 SICK LEAVE DEFINED

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor, or dentist, or because of an accident for which compensation is not payable under the Workers Compensation Act.

23.02 AMOUNT OF PAID SICK LEAVE

Full-time employees sick leave shall be earned at the rate of (9) nine days per year and shall be accumulated monthly. Part time employees shall earn sick leave benefits at the rate of 3.6% of their gross bi-weekly earnings.

23.03 ACCUMULATION OF SICK LEAVE

The unused portion of an employee's sick leave shall accrue for future benefits.

23.04 USE OF SICK LEAVE

Employees eligible for Weekly Indemnity Benefits may only use a maximum of (5) five consecutive sick leave days to bridge the waiting period for Weekly Indemnity.

23.05 ILLNESS IN THE FAMILY

Where no one at home other than the employee can provide for the needs during illness of an immediate member of his/her family (as defined in Article 24.03), sharing the same residence, an employee shall be entitled, after notifying his/her supervisor, to use a maximum of (5) five accumulated sick leave days per illness to care for the member of the family who is ill.

23.06 DEDUCTIONS FROM SICK LEAVE

A deduction shall be made from accumulated sick leave on an hourly basis for hours where an employee is absent from work.

23.07 PROOF OF ILLNESS

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of (5) five working days, certifying that he/she was unable to carry out his/her duties due to illness.

23.08 SICK LEAVE DURING LEAVE OF ABSENCE AND LAY OFF

When an employee is given leave of absence for any reason, he/she shall receive sick leave credit for the period of such absence on his/her return to work. When an employee is laid off on account of lack of work, he/she shall not receive sick leave credits for the period of such absence but shall retain his/her cumulative credit, if any, existing at the time of such lay off. For the purposes of this agreement Long Term Disability is not considered a leave of absence.

23.09 EXTENSION OF SICK LEAVE

An employee with more than (1) one year of service who has exhausted his/her sick leave credits shall upon request receive an extension of his/her sick leave to a maximum of (5) five working days. An employee who does not request the extension shall be deemed to be on Unpaid Sick Leave. Upon return to duty, the employee shall repay the extension of sick leave in full at the rate of one-half of the monthly accumulation. No employee shall have his/her services terminated by virtue of having exhausted his/her sick leave credits.

23.10 SICK LEAVE RECORDS

The District shall record each employee's sick leave accrual on that employee's paycheque stubs as it accumulates.

23.11 SUPPLEMENTATION OF COMPENSATION AWARD

- (a) All employees shall be covered by the Workers' Compensation Act. An employee with accrued sick leave benefits prevented from performing his/her regular work with the District on account of an occupational accident that is covered by the Workers' Compensation shall receive from the District the difference between the amount payable by the Workers' Compensation Board and his/her last rate of pay.

Pending a settlement of the insurable claim, the employee shall continue to receive the full pay and benefits of this Agreement, for as long as accrued sick benefits permit. On approval of the insurable claim and payment of WCB cheque to the District, the employee's accrued sick leave benefits will be credited in the appropriate amount;

- (b) To receive his/her regular salary, the employee shall assign the WCB cheque to the District. The difference in remuneration between the employee's regular salary and the WCB benefits shall be deducted from the accrued sick leave benefits;
- (c) Where the employee has no accrued sick leave benefits or has used up those that were available then the WCB cheque shall be paid directly to the employee;
- (d) An employee receiving payment for a compensable injury under Workers' Compensation shall be entitled to all benefits under this Collective Agreement for a maximum period of (3) three months from the expiry date of accrued sick leave credits. Seniority only shall continue until the WCB decision awarding an employee a pension or the employee is declared unfit to return to work;
- (e) While on Workers' Compensation, the employee benefit premiums shall be paid in accordance with the provisions of the Collective Agreement;
- (f) Employees on Workers' Compensation shall cease to accrue further vacation and sick leave benefits after (6) six months.

23.12 FAMILY RESPONSIBILITY LEAVE

An employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to:

- (a) the care, health or education of a child in the employee's care; or
- (b) the care or health of any other member of the employee's immediate family.

ARTICLE 24 - LEAVE OF ABSENCE

24.01 LEAVE OF ABSENCE FOR UNION FUNCTIONS

Upon (2) two weeks notice in writing to the District, an employee elected or

appointed to represent the Union at conventions, Executive and Committee meetings of CUPE, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated, shall be allowed leave of absence with pay and benefits. In these cases, the employee will receive his/her normal pay, and the District will bill the Union for the time lost.

24.02 LEAVE OF ABSENCE FOR FULL-TIME UNION OR PUBLIC DUTIES

- (a) The District recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the District shall allow a leave of absence without pay and without loss of benefits so that the employee may be a candidate in federal, provincial, or municipal elections;
- (b) An employee elected to Federal or Provincial office shall be allowed a leave of absence without pay or benefits but without loss of seniority for a single term of office;
- (c) An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated shall be granted a leave of absence without pay or benefits and without loss of seniority for a period of (1) one year. Such leave shall be granted on reasonable notice each year, on request, during his/her term of office.

24.03 PAID BEREAVEMENT LEAVE

The District will provide to every employee (5) five paid days to a maximum of (48) forty-eight hours to be taken consecutively in the event of a death within the immediate family.

Immediate family includes the Employee's Spouse, Common-law Spouse, Fiancé(e), Mother, Father, Brother, Sister, Son, Daughter, Mother-in-law, Father-in-law, Son-in-law, Daughter-in-law, Step-Parents, Grandparents, Grandchildren, Step-Children, Great Grandparents and Great Grandchildren, Spouse's Grandparents, Brother-in-law and Sister-in-law, Niece and Nephew.

For those employees who work less than full time hours the payment shall be calculated on a pro rata basis as described in Article 16.07.

In the event a maintenance employee working the winter schedule requests postponed bereavement leave that will not be taken until the summer schedule is in effect, the employee would be provided five (5) days bereavement leave at the applicable hours per day the person is scheduled to work when the leave is actually taken, not when the postponement request is approved.

24.04 PALLBEARER LEAVE

One (1) day leave shall be granted without loss of salary, wages or benefits to attend as a pallbearer.

24.05 MEDICAL LEAVE

All employees shall be entitled to (6) six paid travel days to be taken when medical or dental services are not used in Mackenzie. The (6) six days can be taken as (6) six separate days paid or (3) three days at double time. If an employee does not use these travel days he/she will receive one (1) day pay for each day not used, on the last pay period before Christmas.

Part time and seasonal employees wages for this clause will be calculated as per the formula in Article 16.07 (b).

24.06 PROTECTION DURING MATERNITY

Maternity leave shall be considered as a right. Accordingly, no employee shall be laid off or discriminated against in her employment because of pregnancy. The District shall not deny the pregnant employee the right to continue her normal duties during the period of pregnancy.

Where working conditions may be hazardous to an unborn child or to the pregnant employee, the District will use its best efforts to adjust the employee's job duties to provide continuity of employment until leave is commenced.

24.07 LENGTH OF MATERNITY LEAVE

Maternity leave shall cover a period of up to (6) six months without pay before and/or after the birth or adoption of a child. The District will continue benefits in accordance with Article 24.08. Where a doctor's certificate states that a longer maternity leave is required for health reasons, extensions up to an additional (3) three months shall be allowed with benefits continued as per this agreement.

At the request of the Employee, the District shall grant an additional period of leave, but will not maintain benefits past (9) nine months of leave. The total amount of leave shall not exceed (2) two years. Where the leave period exceeds (9) nine months and benefits have not been maintained a (3) three month waiting period for reinstatement of benefits is required.

While on maternity leave an employee shall retain her full employment status and shall accumulate seniority.

24.08 DISTRICT PAYMENT OF EMPLOYEE BENEFITS DURING MATERNITY LEAVE

During the period of maternity leave the District shall continue to pay medical, dental, long term disability, extended health, accidental death and dismemberment, and group life benefit premiums for the employee.

24.09 PROCEDURE UPON RETURN FROM MATERNITY LEAVE

When an employee decides to return to work after maternity leave, she shall provide the District with at least (2) two weeks notice. On return from maternity leave, the employee shall be placed at least in her former position. If the former position no longer exists she shall be placed in a comparable position in her department with all increments to wages and benefits to which the employee would have been entitled if the leave had not been taken.

24.10 PATERNITY LEAVE

An employee who is either the natural father or an adopting father is entitled to a leave without pay but with the benefits as described in Article 24.08 of up to (12) twelve consecutive weeks during the (52) fifty-two weeks following the birth of a child or the time when an adopted child comes into the actual care and custody of the father. The employee will inform the District at least (1) one month before the desired leave of absence which may be before and/or after the birth or time when an adopted child is expected to come into the actual care and custody of the father.

On request the employee will supply a medical report confirming that his spouse is pregnant and indicating the anticipated date of delivery.

Where a doctor's certificate states that a longer leave is required due to health problems with the child then the employee is entitled to an additional period of leave of up to (5) five consecutive weeks.

24.11 TIME OFF FOR ELECTIONS

Employees shall suffer no loss of pay while being allowed (4) four consecutive hours during the period of time the polls are open in any federal, provincial, municipal election or referendum.

24.12 PAID JURY OR COURT WITNESS DUTY LEAVE

- (a) In the event of an employee being required to serve on a jury or being called for jury duty, or subpoenaed as a witness, such employee shall receive the difference between his/her regular earnings and the payment he receives for jury service or Court witness, excluding payment for

travelling, meals or other expenses. For those employees who work less than full time hours the wages shall be calculated on a pro rata basis as described in Article 16.07. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a Court witness in any matter arising out of his/her employment shall be considered as time worked at the appropriate rate of pay;

- (b) When an employee is called for jury selection, jury duty or subpoenaed by the Crown as a witness on a case to be heard by the Supreme, County or Provincial Court, and the reporting time is in the forenoon, the employee need not report to work prior to the reporting hour. Immediately after being dismissed by the Court, the employee shall report to work. An employee serving such Court duty shall not be double shifted and as such, an employee spending a full shift day in Court duty shall not be required to work that day. However, an employee spending less than a full shift day in court duty shall be required to complete the remainder of the shift day at work. The employee must notify his/her supervisor at least (24) twenty-four hours prior to the Court reporting time and will continue to keep his/her supervisor informed regarding the length of the Court assignment.

24.13 EDUCATION LEAVE

The District agrees that it is to the mutual benefit of the District and the employee to improve the educational standards of the work force. Accordingly, the District agrees that employees with (5) five years employment who wish to further their education, shall be permitted education leave without pay and with the option of paying for continued benefits. The employee's seniority shall not be affected. Only one employee at a time from each of the job categories, as identified in Schedule "C", will be permitted this leave, and such leave will be granted only twice to each employee, to a maximum of (1) one year total leave.

24.14 GENERAL LEAVE

An employee shall be entitled to a Leave of Absence without pay and without loss of seniority when he/she requests such leave for good and sufficient cause.

The number of days used under this article shall be limited to fifteen (15) except in such a case where the parties agree to extend the number of days available for this purpose. Such extension shall not be unreasonably withheld.

There shall be no limit to the number of times an employee may access this article.

Good and sufficient cause shall mean; Pressing personal, family, legal and financial affairs or extended vacations. Such request shall be in writing and approved by the District. Such approval shall not be unreasonably withheld.

ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES

25.01 PAY DAYS

Employees shall be paid every second Friday in accordance with Schedule A attached hereto and forming part of this Agreement.

The District may not make deductions from wages or salaries unless authorized by the employee, statute, court order, arbitration order or by this Agreement.

The employee shall have the option of having the District deposit an employee's paycheque in a financial institution of the employee's choice by 12:00 midnight on Thursday of the pay week.

The District shall provide every employee with a detailed statement identifying all hours worked, statutory lieu time, overtime, banked time and all applicable leaves and all other deductions with every pay.

25.02 JOB CLASSIFICATION PAYMENT

Employees shall be paid the rate as set out in Schedule A for work performed. In the event an employee is assigned to work in more than one job classification during a shift, he/she shall be paid for the entire shift at the highest rate worked during that shift.

Where the higher position is outside the bargaining unit, the employee shall receive the rate of pay for that position. The employee shall be deemed to be covered by all provisions of the Collective Agreement, including Article 6. Check-off of Union Dues except Article 18 - Hours of Work, Article 19 - Overtime, Article 20.02 - Shift Premiums, Article 21.02(c) Payment Procedure (re Statutory Holidays) during the period of temporary transfer. It is understood that the Management Provisions for paid time off in lieu of overtime be applied on a prorated basis.

After temporary assignment in a higher classification for (6) six months consecutively, an employee shall be permanently reclassified into that position and all seniority rights and accumulation shall cease.

25.03 RATE OF PAY ON PROMOTION OR RECLASSIFICATION

An employee assigned, promoted, or reclassified in accordance with this Collective Agreement to a higher paying position shall immediately receive a rate of pay higher than the previous rate.

25.04 PAY ON TRANSFER TO A LOWER RATED JOB

When an employee is assigned in accordance with the terms of this Collective Agreement to a position paying a lower rate, his/her rate shall not be reduced.

25.05 LEAD HAND RATE

An employee designated or acting in the capacity of a lead hand shall be paid an additional premium of one dollar (\$1.00) per hour for each hour worked. These premiums shall not be included in the calculation of overtime rates or paid holiday rates. This clause does not apply to the lead hand mechanic or the full time Animal Control/Bylaw Enforcement Officer.

25.06 FIRST AID ATTENDANTS

Employees who hold valid Industrial First Aid tickets at the date of signing of this Collective Agreement will receive a (50¢) fifty cent per hour premium on all hours worked. The District retains the right to determine how many other employees will be permitted a premium under this article after the date of signing of this agreement. The District will pay all costs of maintaining existing tickets.

25.07 TRANSPORTATION

In the event that an employee is required to use transportation for District purposes the District shall provide such transportation.

An employee shall be permitted to have Non-District of Mackenzie passengers in the District vehicles, when used for travel beyond District boundaries.

25.08 ASSOCIATION MEMBERSHIPS

The District shall pay the annual membership and certification dues for employees belonging to professional associations. The District shall pay medical costs for the renewal of employees' driver Class III licences.

ARTICLE 26 - JOB CLASSIFICATION AND RECLASSIFICATION

26.01 JOB DESCRIPTION

The District agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent by December 31, 1997. These descriptions shall be presented to the Union and shall become the recognized job descriptions unless the Union presents written objection within (30) thirty days. Such job descriptions may be amended by mutual agreement at any time should the principal duties of the job require such amendment.

26.02 NO ELIMINATION OF PRESENT CLASSIFICATION

Classifications contained in Schedule C attached to and forming part of this Agreement shall not be eliminated or changed without prior agreement with the Union.

26.03 CHANGES IN CLASSIFICATION

When the principal duties of any employee in any classification are significantly changed so that the existing classification is no longer applicable to that employee, the Union shall have the right to request reclassification for the employee.

26.04 RECLASSIFICATION GRIEVANCE PROCEDURE

If no agreement can be reached between the Union and the District, the matter shall be dealt with under Articles 12 and 13 of this Agreement.

ARTICLE 27 - BENEFITS

27.01 GENERAL

- (a) The Labour/Management Committee may as part of its functions study, review and offer recommendations with respect to all benefit plans listed in this Article. The Committee shall have full access to all pertinent information concerning the benefit plans;
- (b) After (3) three months of employment, eligible employees will be enrolled in the benefit plan. All full-time employees will be enrolled in the Municipal Pension Plan immediately upon commencing employment with the District of Mackenzie. Should an employee not successfully complete probation period, the employee's Superannuation contributions shall be refunded.
 - (i) All full time employees are eligible for the benefits plan;

- (ii) Part time employees who average (20) twenty hours per week over (3) three consecutive months are eligible for the benefits plan;
- (iii) Part time employees who average less than (20) twenty hours per week will receive a premium of 5% of gross wages in place of benefits plan coverage;
- (iv) Seasonal and Term employees shall receive a premium of 4% in place of coverage for Dental, Extended Health, Weekly Indemnity and Long-term Disability. They shall be eligible for Medical, Group Life and Accidental Death and Dismemberment;
- (v) Seasonal employees on layoff shall have the option of continuing on medical insurance if they pay the District one hundred percent (100%) of the premiums.

27.02 MEDICAL INSURANCE

The District shall pay 100% of the premiums of the Medical Services Plan for all employees.

27.03 DENTAL INSURANCE

The District agrees to provide a dental plan which will be 100% District-paid for all employees and their dependants with coverage as follows:

Plan A -	100%
Plan B -	70%
Plan C -	60% to lifetime maximum of \$5,000 per person

27.04 GROUP INSURANCE

(a) Group Life Insurance

Premiums will be 100% paid by the District. The policy face value shall provide a payout at death of \$150,000.00 per employee. The benefit payable reduces by 50% at age 65 and terminates at age 70 or date of retirement if earlier. Dependant coverage will be **\$20,000.00** for spouse and **\$10,000.00** per dependant child.

(b) Weekly Indemnity

Premiums will be 100% paid by Employee. The policy shall provide for coverage at 70% of gross earnings to a maximum of \$1,000.00 per week. Coverage will be provided up to (26) twenty-six weeks following a waiting period of 0 days for injury or hospitalization and (3) three days for sickness.

(c) Long Term Disability

Premiums will be 100% paid by the District. The policy shall provide coverage at 70% to a maximum of \$4,000.00 per month.

(d) Accidental Death and Dismemberment

Premiums will be 100% paid by the District. The policy shall provide a payout of \$150,000.00 at death per employee. The benefit payable reduces by 50% at

age 65 and terminates at age 70 or date of retirement if earlier. A percentage of the above amount is paid if the accident results in loss of use or dismemberment.

27.05 EXTENDED HEALTH PLAN

Premiums will be 100% paid by the District. The current package provides standard benefits plus oral contraceptives, vision care reimbursement up to **\$450** per dependent for a two year period.

EYE EXAM COVERAGE

The District will provide for eye exams to a maximum of seventy five dollars (\$75) per person in each family every two (2) years.

27.07 PENSION PLAN

Employees shall participate in the existing pension plans in accordance with the terms of those plans, and in any future plan that may be entered into by mutual agreement of the parties hereto.

27.08 CONTINUATION OF BENEFITS DURING WORK STOPPAGES

In the event of a work stoppage, the District agrees to maintain all benefits on behalf of all employees. The union agrees to tender payment for premiums during this period to the District on or before the due date of the payment.

27.09 CONTINUATION OF BENEFITS WHILE ON WEEKLY INDEMNITY

For employees on Weekly Indemnity all benefit coverages shall be paid for by the District other than the Weekly Indemnity premiums which are the responsibility of the employee. The employee shall continue to accrue seniority, vacation and sick leave entitlements.

27.10 CONTINUATION OF BENEFITS WHILE ON LONG TERM DISABILITY

For employees on Long Term Disability all benefit coverages shall be paid for by the District for a maximum of (1) one year of continuous Long Term Disability payments.

After (1) one year of continuous Long Term Disability payments the employee will be offered the option of remaining on the District benefit plans at their own cost or obtaining their own coverages. Employees on Long Term Disability shall accrue seniority but not vacation or sick leave entitlements.

27.11 COLLECTION OF PREMIUMS WHILE ON LEAVE

Employees on Weekly Indemnity, Workers' Compensation, or other leave can pay their Weekly Indemnity premiums on a regular basis or leave these premiums unpaid for a maximum of (6) six months. After (6) six months arrangements for repayment of these premiums must be made.

Employees from whose pay would normally be deducted Canada Savings Bond payments, must submit to the District the normal deduction at least (24) twenty-four hours before each pay day.

ARTICLE 28 - HEALTH AND SAFETY

28.01 COOPERATION ON SAFETY

The Union and the District shall cooperate in promoting and improving rules and practices which promote an occupational environment conducive to the physical and emotional well being of employees.

28.02 COMPLIANCE WITH HEALTH AND SAFETY LEGISLATION

The District shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations. All standards established under the legislation and

regulations shall constitute minimum acceptable practice to be improved upon by agreement of the Joint Health and Safety Committee or negotiations with the Union.

28.03 JOINT HEALTH AND SAFETY COMMITTEE

A Joint Health and Safety Committee shall be established which is composed of (2) two members of the Union and (2) two members of management. The Joint Health and Safety Committee shall hold meetings at least once per month, or more frequently if requested by the Union or by the District, for jointly considering, monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the District and the Union. Each employee is responsible for becoming familiar with their representatives on this Committee and work with them in promoting and developing a safe work environment.

28.04 HEALTH AND SAFETY COMMITTEE PAY PROVISIONS

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

28.05 HEALTH AND SAFETY CLOTHING, TOOLS, EQUIPMENT AND PROTECTION

The District shall provide all protective clothing, tools and equipment as recommended by the Joint Health and Safety Committee or as required by Health and Safety legislation.

28.06 MONITORING EQUIPMENT

The District shall provide and maintain work place monitoring equipment for detecting and recording potential and actual health and safety hazards.

28.07 DISCLOSURE OF INFORMATION

The District shall provide the Union written information which identifies all the biological agents, compounds, substances, by-products and physical hazards associated with the work environment. Where applicable, this information shall include, but not be restricted to, the chemical breakdown of trade name descriptions, information on known and suspected potential hazards, the maximum concentration exposure levels, precautions to be taken, symptoms, medical treatment and antidotes.

28.08 SAFETY AND HEALTH REPORTS, RECORDS AND DATA

The District shall provide the members of the Joint Health and Safety Committee with

the details of every accident, incident, or occurrence of an occupational disease that occurred at the work site in the previous month. In addition, the District shall provide members of the Committee with any other health and safety records in the possession of the District, including records, reports and data provided to and by the Workers' Compensation Board and other government departments and agencies.

28.09 ACCESS TO THE WORKPLACE

Members of the Joint Health and Safety Committee shall conduct an inspection of the work site as necessary. No restriction shall be placed on this inspection.

In the event of an accident, an incident or an occupational health problem, a Union member of the Joint Health and Safety Committee shall be allowed to complete an investigation of the occurrence.

Union staff or Union health and safety advisors or consultants shall be provided access to the workplace if required to attend Joint Health and Safety Committee meetings, or for inspecting, investigating, surveying or monitoring the workplace.

28.10 RIGHT TO REFUSE OR STOP UNSAFE WORK

- (a) An employee may refuse to carry out any work process or operate any tool 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, or where it would be contrary to any applicable health and safety legislation or regulations;
- (b) An employee refusing work under subsection (a) shall forthwith report the circumstances of the unsafe condition to his supervisor. If the supervisor does not agree that an unsafe condition exists, the employee may request that the matter be investigated by the Joint Health and Safety Committee. If this investigation does not resolve the matter, it shall be referred to an officer of the Workers' Compensation Board whose decision shall be final and binding;
- (c) No employee shall be permitted to work on a job which another employee has refused until the matter is investigated and resolved as outlined in subsection (b);
- (d) No employee shall be subject to disciplinary action because he has refused work under this section. Temporary assignment to alternative work at no loss in pay to the employee until the matter is resolved, shall not be deemed to constitute disciplinary action.

28.11 PROPER TRAINING

No employee shall be required to work on any job or operate any piece of equipment

until he/she has received proper training and instructions.

28.12 INJURY PAY PROVISIONS

An employee who is injured or made sick during working hours, and is required to leave for treatment or is sent home as a result of such injury or sickness shall receive payment for the remainder of the shift at his/her regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift. An employee who has received payment under this section shall receive pay for time necessarily spent for further medical treatment of the injury during regularly scheduled working hours, subsequent to the day of the accident, in accordance with Article 23.10.

28.13 TRANSPORTATION OF ACCIDENT VICTIMS

Transportation to the nearest physician or hospital for employees requiring medical care as a result of a work accident shall be at the expense of the District.

28.14 IMMUNIZATION

Immunization for hepatitis or any other illness not covered by the medical plan shall be provided by the District at the employee's option where there is a risk of work-related infection.

28.15 FIRST AID TRAINING

The District recognizes the benefit of training in first aid for its employees. The District will **provide** first aid training, goals and objectives, number of trained employees, and policies governing the role of the employee in applying first aid training. **Training shall be provided to employees at the regular rate of pay.**

28.16 HEALTH & SAFETY

The Employer shall provide access to an Employee and Family Assistance Program to all employees and their families. The Employment Insurance rebate shall be used to pay for part of the Employee and Family Assistance Program.

ARTICLE 29 - TECHNOLOGICAL/WORKPLACE ADJUSTMENT

29.01 TECHNOLOGICAL/WORKPLACE ADJUSTMENT

The parties agree to abide by the provisions of Section 54 of the Labour Relations Code for British Columbia except as specifically provided for in this Article.

- (a) The District will give to the Union at least (90) ninety days notice of any intended technological/workplace adjustment change that:
 - (i) affects the terms and conditions, or security of employment of employees to whom this Collective Agreement applies; and
 - (ii) alters significantly the basis upon which the Collective Agreement was negotiated.
- (b) An employee rendered redundant or displaced by technological/workplace adjustment change shall be given an opportunity to fill any vacancy for which he is senior and qualified. If no vacancy exists, such employee shall be laid off in accordance with Article 17;
- (c) Where new or greater skills are required than under the present methods of operation, the District shall make reasonable effort to retrain such employees over a period not to exceed (1) one year. The employees' rate of pay defined in the Collective Agreement shall not be reduced during the training period. Rates of pay for the new position shall be negotiated between the parties;
- (d) No additional employees shall be hired by the District in the department in which technological/workplace adjustment change has been introduced until the employees affected by the change are allowed a reasonable training period to acquire the necessary knowledge or skills to retain their position. This clause does not apply to the hiring of employees on a temporary basis to train present employees;
- (e) During the term of this Agreement any disputes arising in relation to adjustment to technological/workplace adjustment change shall be discussed between the bargaining representatives of the (2) two parties to this Collective Agreement;
- (f) Where the dispute cannot be settled in direct negotiations, the matter may be referred by either party directly to an arbitration board pursuant to Article 12. of this Agreement, bypassing all other steps in the grievance procedure.

ARTICLE 30 - JOB SECURITY

30.01 CONTRACTING OUT

In order to provide job security for the members of the Bargaining Unit, the District agrees that work that traditionally has been performed by bargaining unit employees will not be contracted out. The parties agree that the lists for Public Works and Leisure Services agreed to December 5, 1995 shall remain the traditional duties of the Departments unless changed by mutual agreement. (Schedule D)

ARTICLE 31 - UNIFORMS AND PROTECTIVE CLOTHING

31.01 COVERALLS AND GLOVES

The District shall supply coveralls and gloves to employees at no cost.

31.02 BOOT ALLOWANCE

Boot allowance will be provided to all employees for all departments up to two hundred dollars (\$200) per year, upon receiving a receipt of purchase.

PROTECTIVE CLOTHING

The District agrees to provide a jacket to all current full time, part time and seasonal employees in Public Works on a one time basis only as per Memorandum of Settlement dated March 2, 2007.

Any protective clothing which is to be worn as required for their employment, will not be worn for non-work activities and is therefore not a taxable allowance for the employee.

ARTICLE 32 - GENERAL CONDITIONS

32.01 PROPER ACCOMMODATION

Proper accommodation shall be provided for employees to have their meals and store and change their clothes as presently provided.

The District shall supply all necessary items to provide coffee for employees including but not limited to coffee maker, coffee, cream, sugar, cups.

32.02 BULLETIN BOARDS

The District shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

32.03 LIABILITY POLICY

The District agrees to carry a Comprehensive Liability policy which covers all employees in the performance of their duties.

32.04 PRESENT CONDITIONS TO CONTINUE

All rights, benefits, privileges, customs, practices and working conditions which employees now enjoy, receive or possess shall continue, insofar as they are consistent with this Agreement unless modified by mutual agreement between the District and the Union.

32.05 PLURAL OR FEMININE/MASCULINE TERMS MAY APPLY

Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so requires.

32.06 USE OF FACILITIES

- (a) The District will provide at no cost to the Union a meeting room where its members can meet for membership meetings;
- (b) The District shall permit full-time qualified Public Works employees, after normal working hours, access to the maintenance shop, wash bay and carpenter shop, and hand and power tools, for their own personal use on the premises;
- (c) Employees using the facilities and equipment as noted in (b) above do so at their own risk and do release the District from personal injury;
- (d) **Employees will be provided use of Recreation Facilities at a cost of fifteen percent (15%) of regular admission rates.**

32.07 RENTAL OF DISTRICT EQUIPMENT

The District shall allow qualified employees to rent equipment at the appropriate rate during off hours, for personal use only.

ARTICLE 33 - RETIREMENT

33.01 RETIREMENT

To provide for the renewal of the District's work force, to facilitate planning and resource management for the District and to protect the concept of "retirement with respect and dignity" for all employees, the parties agree that every employee will retire from employment with the District on the last day of the month immediately preceding the month in which they attain the age of 66 years old.

ARTICLE 34 - COPIES OF AGREEMENT

34.01 COPIES OF AGREEMENT

The Union and the District desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason the District shall print, at its own costs, sufficient copies of the Agreement in booklet form.

ARTICLE 35 - TERM OF AGREEMENT

35.01 TERM

This Agreement shall be in force and effect from **January 1, 2006** to and including **December 31, 2008** and thereafter from year to year unless either party to this Agreement gives notice in accordance with the Labour Relations Act of British Columbia. Both parties shall adhere fully to the terms of the Agreement during collective bargaining even if negotiations extend beyond the expiry date of this Agreement.

IN WITNESS WHEREOF the District of Mackenzie (Public Works, Dog Pound and Golf Course Employees) has hereunto been affixed, attested by the hand of its proper officers in that behalf, and has been executed by the duly authorized officers of the Union on the day and year below-written.

FOR THE DISTRICT:

FOR THE UNION:

Mayor

President

Director of Corporate
Administration

Public Works Shop Steward

Date

MEMORANDUM OF AGREEMENT
between CUPE Local 3706
Public Works, Dog Pound and Golf Course Employees
and the District of Mackenzie

AUXILIARY EMPLOYEES

The parties agree to create an Auxiliary classification on the following terms:

1. Auxiliary employees are on call employees who may be called in at the discretion of the District.
2. The District shall not displace full time employees through it's use of Auxiliary employees.
3. Auxiliary employees will not be used to replace a temporary or permanent vacancy under Article 16.01.
4. Auxiliary employees may be used for absences due to vacation, sick leave or other approved leave under the Collective Agreement.
5. Auxiliary employees can only be called in to replace for absences that are no more than 2 consecutive weeks in length.
6. Auxiliary employees can only be called in to replace employees in the Equipment Operator and Swamper I classifications.
7. If an Auxiliary employee is called in and an employee in the Swamper I classification is qualified to perform work required in the Equipment Operator classification, the "Swamper" will be assigned to perform the work in priority over the Auxiliary employee.
8. Auxiliary employees do not accrue seniority and the following articles do not apply to Auxiliary employees except as set out below – 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 27 and 31.02.
9. Auxiliary employees will be paid the appropriate wage rate set out in Schedule "A" and will be paid in accordance with Article 25.01.
10. Auxiliary employees are entitled to rest breaks in accordance with Article 18.03 and dirty pay in accordance with Article 20.01.
11. Auxiliary employees will receive a 5% premium in lieu of vacation and benefits.
12. Auxiliary employees will be paid overtime in accordance with Article 19.02.

Overtime will be paid after 8 hours of daily work and 40 hours of weekly work, Sunday to Saturday.

13. Auxiliary employees who are required to work on a paid holiday listed in Article 21.01 will be paid at time and a half.
14. Auxiliary employees will be entitled to a meal allowance under Article 19.03.
15. The District will schedule Auxiliary employees for a minimum of 4 hours.
16. The District will not offer overtime to Auxiliary employees until it has attempted to offer the overtime to all qualified full time and part time employees.

President CUPE Local 3706

Director of Corporate Administration

Public Works Shop Steward

Mayor

MEMORANDUM OF AGREEMENT
between CUPE Local 3706
Public Works, Dog Pound and Golf Course Employees
and the District of Mackenzie

BENEFITS

It is understood and agreed between the District of Mackenzie and the Canadian Union of Public Employees Local 3706 that there was buyout provisions for benefits of employees that were full time at January 1, 1986. The buy out provisions that were not covered in the negotiated contract include two floater days for the following employees:

Peter Langevin
George McDonald
Douglas Hall
Mario Pineau
Allan Primus

There was also an option to receive a payout or to defer until termination the accrual of sick time to January 1, 1986. Attached is a copy of the calculation.

The District of Mackenzie will continue to offer these benefits for the employees named until they retire or terminate.

President CUPE Local 3706

Director of Corporate Administration

Public Works Shop Steward

Mayor

MEMORANDUM OF AGREEMENT
between CUPE Local 3706
Public Works, Dog Pound and Golf Course Employees
and the District of Mackenzie

AIRPORT RESET BUTTONS

The Parties agree that Reset Buttons at the Airport Lift Station shall be considered work of the Bargaining Unit and shall only be reset by members of the Bargaining Unit.

FOR THE UNION:

FOR THE EMPLOYER:

MEMORANDUM OF AGREEMENT

Between CUPE Local 3706 and
The District of Mackenzie

WEEKLY INDEMNITY BRIDGING

It is understood and agreed between the District of Mackenzie and the Canadian Union of Public Employees Local 3706:

- Employees that have a waiting period for weekly indemnity benefits may use vacation to bridge that period if they do not have sufficient sick or sick extension to cover that period. All sick and sick extensions must be utilized prior to vacation being used to cover the waiting period.
- If the weekly indemnity claim is denied the person's vacation time will be increased by the waiting period which was covered by vacation and the person's next pay cheque will be decreased by the corresponding amount.
- This proposal will not be used for any other leaves or sick time, only for weekly indemnity waiting periods.

President CUPE Local 3706

Mayor

Chief Shop Steward,
CUPE Local 3706

Director of Corporate
Administration

SCHEDULE A

WAGE RATES

Classification	2006 Rate 2%	2007 Rate 2%	2008 Rate
PW Leadhand Mechanic	32.20	32.85	33.50
PW Mechanic	29.36	29.94	30.54
PW Equipment Operator	27.46	28.01	28.57
PW Utility Service Man/ First Aid/Building Maintenance	27.34	27.88	28.44
PW Labourer I	23.21	23.67	24.14
PW Labourer II	24.51	25.00	25.50
PW Labourer III	25.50	24.51	26.53
PW Swamper I	24.08	24.56	25.06
PW Ground Maintenance	23.21	23.67	24.14
** PW Technologist	28.71	29.29	29.87
Bylaw Enforcement II/Animal Control	26.25	26.78	27.32
Bylaw Enforcement I/Animal Control	20.47	20.88	21.30
** To be Decided			

SCHEDULE B

VACATION ENTITLEMENT

COLUMN 1	COLUMN 2	COLUMN 3
YEAR OF SERVICE	8 HOUR WORKERS PER YEAR	VACATION PAY AS % OF GROSS SALARY
1st Year	10 days	4.0%
2nd Year	15 days	6.0%
3rd Year	15 days	6.0%
4th Year	15 days	6.0%
5th Year	15 days	6.0%
6th Year	16 days	6.4%
7th Year	17 days	6.8%
8th Year	18 days	7.2%
9th Year	19 days	7.6%
10th Year	20 days	8.0%
11th Year	21 days	8.4%
12th Year	22 days	8.8%
13th Year	23 days	9.2%
14th Year	24 days	9.6%
15th Year	25 days	10%
16th Year	26 days	10.4%
17th Year	27 days	10.8%
18th Year	28 days	11.2%
19th Year	29 days	11.6%
20th Year	30 days	12.0%

SCHEDULE B CON'T
VACATION ENTITLEMENT

Effective January 1, 1998

COLUMN 1	COLUMN 2	COLUMN 3
YEAR OF SERVICE	8 HOUR WORKERS PER YEAR	VACATION PAY AS % OF GROSS SALARY
1st Year	10 days	4.0%
2nd Year	15 days	6.0%
3rd Year	15 days	6.0%
4th Year	15 days	6.0%
5th Year	16 days	6.4%
6th Year	17 days	6.8%
7th Year	18 days	7.2%
8th Year	19 days	7.6%
9th Year	20 days	8.0%
10th Year	21 days	8.4%
11th Year	22 days	8.8%
12th Year	23 days	9.2%
13th Year	24 days	9.6%
14th Year	25 days	10%
15th Year	26 days	10.4%
16th Year	27 days	10.8%
17th Year	28 days	11.2%
18th Year	29 days	11.6%
19th Year	30 days	12.0%
20th Year	31 days	12.4%

SCHEDULE B CON'T

VACATION ENTITLEMENT

Bonus Vacation: Commencing January 1, 2001, employees shall be entitled to a five (5) day bonus vacation at the completion of five (5) years of service, ten (10) years of service, fifteen (15) years of service, twenty (20) years of service, twenty-five (25) years of service, thirty (30) years of service and every five (5) years of service thereafter.

For the implementation year 2001, all employees who have completed five (5) years of service or more shall receive five (5) days bonus vacation.

SCHEDULE C

CLASSIFICATIONS

Job Descriptions for all classifications shall be drafted and presented to the Union by December 31, 1997.

See Article 26.

SCHEDULE D

(Page 1 of 6)

List of Traditional Duties as Agreed to by the District and the Union
on the 5th day of December, 1995

LEISURE SERVICES

WINTER MAINTENANCE

RECREATION CENTRE

- 1 Shovel and sand or salt sidewalks and stairs
- 2 Pick up garbage around complex
- 3 Clear all exits/entrances
- 4 Overhang on arena roof, icicles, etc.

EBCC

- 1 Remove snow from entrance and exits
- 2 Overhang from roof
- 3 Salt sidewalks
- 4 All repairs to equipment
- 5 Security checks

SKI HILL

- 1 Groom hill with bombardier
- 2 Put up pommels
- 3 Replace cable derailment
- 4 Test run hill
- 5 Maintenance required repairs
- 6 All repairs to chalet and sheds
- 7 Shovel paths, doors, loading and unloading areas

SUMMER MAINTENANCE

SKI HILL

- 1 Take pommels down, slack off cable, store pommels
- 2 Repair ski chalet and sheds
- 3 Cut trees

SCHEDULE D CON'T
(Page 2 of 6)

List of Traditional Duties as Agreed to by the District and the Union
on the 5th day of December, 1995

LEISURE SERVICES

RECREATION CENTRE

- 1 Repair doors, stairs, fence, soffit, lights
- 2 Pick up garbage
- 3 Paint
- 4 Sidewalks, railings
- 5 Weed whacking around building

EBCC

- 1 Weed whacking around building
- 2 Repairs to steps, doors, windows, boilers, fans
- 3 Roof maintenance
- 4 Paint, general maintenance to building

JOHN DAHL PARK

- 1 Move picnic tables
- 2 Clean gazebo
- 3 Clean barbecue, toilets
- 4 Empty and clean garbage barrels
- 5 Clean trails
- 6 Cut trees and remove
- 7 Clean culverts, view points
- 8 Paint
- 9 Weed whacking
- 10 Install and maintain playground equipment

SCHEDULE D CON'T
(Page 3 of 6)

List of Traditional Duties as Agreed to by the District and the Union
on the 5th day of December, 1995

LEISURE SERVICES

PARKS WITH PLAYGROUNDS

- 1 Put up swings, spring toys, teeter totters
- 2 All playground equipment and service all
- 3 Pick up garbage
- 4 All repairs
- 5 Painting
- 6 Weed whacking around playground equipment

MAINTENANCE

- 1 Daily - Early shift required to pick up garbage around front of Recreation Complex
- 2 Monday/Wednesday/Friday weather permitting parks maintenance required to pick up garbage in parks where there is playground equipment, John Dahl Park, Tennis Courts and clean John Dahl Park washroom, Mac I, Stewart, Munro, Cicada
- 3 Do weed eating around playground equipment, EBCC and Recreation Centre
- 4 Repair John Dahl Park trails
- 5 Remove snow from all entrances, exits, Recreation Complex and EBCC
- 6 Clear snow from pathway from Recreation Complex to Dental Clinic Road
- 7 Performs some maintenance at Peace Park and flower bed around EBCC
- 8 Clear snow off sidewalk from Recreation Complex main entrance to end of Library building and from main entrance to parking lot including stairs
- 9 Pick up garbage around Complex
- 10 Inspect and repair playground equipment Monday/Wednesday/Friday weather permitting
- 11 Groom John Dahl Park trails with snowmobile
- 12 Install signs in John Dahl Park
- 13 Move picnic tables around
- 14 Repair fence by Curling Rink
- 15 Sand steps at EBCC as well as handicap ramp

SCHEDULE D CON'T
(Page 4 of 6)

List of Traditional Duties as Agreed to by the District and the Union
on the 5th day of December, 1995

PUBLIC WORKS

WORK PERFORMED BY PUBLIC WORKS AT AND AROUND
THE LEISURE SERVICES DEPARTMENT

SNOW REMOVAL AND ICE CONTROL

RECREATION CENTRE

- 1 Front Parking Lot
- 2 Fire Lanes - Around the back of the building (Doors are done by the recreation staff)
- 3 Upper parking lot
- 4 Employee parking lot
- 5 Back blade - front doors and sidewalk (recreation staff does cleanup and shoveling)
- 6 Plow path in front of pool (Recreation staff does path in front of sign)
- 7 Plow wheelchair ramp to upper parking lot (Recreation staff clears stairs)
- 8 Remove ice/snow from Zamboni dump
- 9 Sanding areas cleared by public works (Recreation staff does ice control at front entrance)
- 10 Plow and sand road to EBC

EBCC

- 1 Parking lot snow removal and ice control
- 2 Fire lane around building (Recreation staff does doors)
- 3 Seniors parking lot
- 4 Sanding all except front entrance

SKI HILL

- 1 Plow and sand road and parking lot
- 2 Clear road to propane tank when required

SCHEDULE D CON'T
(Page 5 of 6)

List of Traditional Duties as Agreed to by the District and the Union
on the 5th day of December, 1995

PUBLIC WORKS

WORK PERFORMED BY PUBLIC WORKS AT AND AROUND
THE LEISURE SERVICES DEPARTMENT

SUMMER MAINTENANCE

SKI HILL

- 1 Grade and flail as required
- 2 Construct fences, barriers as requested

RECREATION CENTRE

- 1 Sweep and repair parking lots and streets
- 2 Garbage containers 2 - concrete
Clean and empty average 2 times per week; pick up obvious litter
- 3 Cut lawns as required 1 or 2 times per week; pick up litter and rocks before
cutting, rake if required
- 4 Flower beds - plant and maintain, weed in and around beds
- 5 Weed whacking around tables, benches, parking lots and posts
- 6 Water fertilize lawns and flower beds
- 7 Maintain shrubs and trees
- 8 Maintain and paint tables, benches and signs in front of building
- 9 Occasionally sweep gravel from paths
- 10 Sweep gravel from lawns in Spring

EBCC

- 1 Cut and maintain grass
- 2 Sweep and maintain parking lots
- 3 Pick up litter before mowing and at other times when obvious unsightly mess
- 4 Clean up and repair lawns after winter
- 5 Maintain trees ie; broken branches

SCHEDULE D CON'T
(Page 6 of 6)

List of Traditional Duties as Agreed to by the District and the Union
on the 5th day of December, 1995

PUBLIC WORKS

WORK PERFORMED BY PUBLIC WORKS AT AND AROUND
THE LEISURE SERVICES DEPARTMENT

JOHN DAHL PARK

- 1 Gazebo sweep 2 times per week
- 2 Pick up litter only when it gets too bad and Public Works staff feel it's required,
and before mowing
- 3 Clean up after winter ie; rocks/mess
- 4 Maintain 3 of the 4 garbage barrels

PARKS

- 1 Maintain parks as required (Recreation staff maintains toys in parks)