

**COLLECTIVE AGREEMENT FOR 2021 - 2023**

between

**THE CITY OF PRINCE GEORGE**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL #399 (Outside Workers)**

and

**LOCAL #1048 (Inside Workers)**



**TABLE OF CONTENTS**

**ARTICLE 1 - PREAMBLE .....1**

**ARTICLE 2 - RECOGNITION AND NEGOTIATIONS .....2**

    \_2.01 UNION RECOGNITION..... 2

    \_2.02 RIGHTS OF EMPLOYER ..... 2

**ARTICLE 3 - DISCRIMINATION.....2**

**ARTICLE 4 - EMPLOYER SHALL ACQUAINT NEW EMPLOYEES .....3**

**ARTICLE 5 - UNION SECURITY.....3**

    \_5.01 UNION MEMBERSHIP..... 3

    \_5.02 UNION REJECTION ..... 3

**ARTICLE 6 - CHECK-OFF OF UNION DUES.....3**

    \_6.01 DEDUCTIONS..... 3

    \_6.02 DUES RECEIPTS ..... 4

**ARTICLE 7 - BARGAINING .....4**

    \_7.01 UNION BARGAINING COMMITTEE..... 4

    \_7.02 MEETING OF THE COMMITTEE ..... 4

    \_7.03 FUNCTION OF BARGAINING COMMITTEE..... 4

    \_7.04 TIME OFF FOR MEETINGS ..... 4

    \_7.05 REPRESENTATIVE OF UNION ..... 4

**ARTICLE 8 - LABOUR MANAGEMENT COMMITTEE.....5**

    \_8.01 COMMITTEE STRUCTURE..... 5

    \*8.02 UNION MEETINGS ..... 5

**ARTICLE 9 - SENIORITY .....5**

    \_9.01 SENIORITY DEFINED ..... 5

    \_9.02 TERMINATION..... 5

    \_9.03 SENIORITY LIST..... 5

    \_9.04 SENIORITY DURING ABSENCE ..... 6

    \_9.05 SENIORITY DURING TRANSFERS TO SUPERVISORY POSITIONS..... 6

    \*9.06 PROBATIONARY EMPLOYEES ..... 6

    \_9.07 PART-TIME EMPLOYEES ..... 8

    \*9.08 LIMITED DURATION EMPLOYMENT..... 9

    \_9.09 JOB SHARING..... 11

    \_9.10 CO-OPERATIVE EDUCATION ..... 13

**ARTICLE 10 - GRIEVANCE PROCEDURE .....13**

    \_10.01 (A) ELECTION OF STEWARDS ..... 13

    \_10.02 GRIEVANCE PROCEDURE ..... 14

    \_10.03 SPECIAL GRIEVANCE..... 15

    \_10.04 TIME LIMITS..... 16

**ARTICLE 11 - ARBITRATION.....16**

    \_11.01 COMPOSITION OF BOARD OF ARBITRATION ..... 16

    \_11.02 FAILURE TO APPOINT ..... 16

    \_11.03 BOARD PROCEDURES ..... 17

_11.04	DECISION OF THE BOARD .....	17
_11.05	DISAGREEMENT ON DECISION .....	17
_11.06	EXPENSES OF THE BOARD.....	17
_11.07	AMENDMENT OF TIME LIMITS.....	17
_11.08	WITNESSES .....	17
_11.09	EXPEDITED ARBITRATION .....	18
<b>ARTICLE 12 - DISCHARGE OR SUSPENSION .....</b>		<b>18</b>
_12.01	DISCHARGE OR SUSPENSION PROCEDURE.....	18
_12.02	REINSTATEMENT .....	19
_12.03	INFORMATION .....	19
_12.04	PROGRESSIVE DISCIPLINE .....	19
<b>ARTICLE 13 - HOURS OF WORK .....</b>		<b>20</b>
_13.01	WORK WEEK AND WORKING HOURS (SCHEDULE "A").....	20
_13.02	WORK WEEK AND WORKING HOURS (SCHEDULES "B" & "C") .....	20
*13.03	MINIMUM HOURS OF WORK.....	20
*13.04	LACK OF WORK - MINIMUM PAY.....	21
*13.05	BREAK PERIOD.....	21
_13.06	SHIFT BREAK AND DURATION.....	21
_13.07	SHIFT CHANGES .....	21
*13.08	NOTICE OF SHIFT CHANGE (SCHEDULES "A", "B" & "C") .....	22
<b>ARTICLE 14 - OVERTIME.....</b>		<b>22</b>
_14.01	OVERTIME RATES ON REGULAR WORK DAYS.....	22
_14.02	OVERTIME ON DAYS OF REST.....	22
_14.03	SHARING OF OVERTIME .....	22
_14.04	CALLOUT OVERTIME .....	23
_14.05	DAILY OVERTIME.....	23
_14.06	WEEKLY OVERTIME .....	23
_14.07	OVERTIME ON REST DAY.....	23
_14.08	OVERTIME WHILE WORKING IN FULL-TIME CAPACITY .....	24
_14.09	MEAL ALLOWANCE.....	24
_14.10	SHIFT PREMIUMS APPLICABLE.....	24
_14.11	OVERTIME DURING LAYOFFS .....	24
_14.12	BANKED OVERTIME .....	24
<b>ARTICLE 15 - PROMOTIONS AND STAFF VACANCIES.....</b>		<b>25</b>
_15.01	POSTINGS .....	25
_15.02	SELECTION .....	25
*15.03	TRIAL PERIOD .....	26
_15.04	PREVIOUS EXPERIENCE .....	26
_15.05	UNION NOTIFICATION .....	26
<b>ARTICLE 16 - LAYOFFS AND REHIRINGS .....</b>		<b>27</b>
_16.01	LAYOFF AND REHIRING PROCEDURES.....	27
*16.02	NOTICE OF LAYOFF .....	27
_16.03	CONTINUATION OF BENEFITS.....	29
_16.04	RETENTION OF BENEFITS.....	29
_16.05	REHIRING PROCEDURE.....	29
_16.06	PREVIOUS EXPERIENCE .....	30

<b>*ARTICLE 17 - HOLIDAYS.....</b>	<b>30</b>
_17.01 STATUTORY HOLIDAYS.....	30
_17.02 ELIGIBILITY.....	30
_17.03 PAYMENT PROCEDURE.....	30
<b>ARTICLE 18 - VACATIONS .....</b>	<b>31</b>
_18.01 DEFINITIONS AND ENTITLEMENT.....	31
_18.02 PAY ADJUSTMENT ON TERMINATION.....	33
<b>ARTICLE 19 - SICK LEAVE .....</b>	<b>33</b>
_19.01 SICK LEAVE DEFINED.....	33
_19.02 AMOUNT OF SICK LEAVE.....	33
_19.03 PROOF OF ILLNESS.....	33
_19.04 NOTIFICATION.....	34
_19.06 SICK LEAVE WITHOUT PAY.....	34
_19.07 SICK LEAVE RECORDS.....	34
_19.08 CASH PAYMENT.....	34
_19.09 SUPPLEMENTATION OF COMPENSATION AWARD.....	35
_19.10 FAMILY ILLNESS.....	36
_19.11 SICK LEAVE REIMBURSEMENT.....	36
<b>ARTICLE 20 - JOB SECURITY .....</b>	<b>36</b>
_20.01 EQUIPMENT HIRING AND REPLACEMENT.....	36
_20.02 CONTRACTING OUT.....	36
_20.03 TECHNOLOGICAL CHANGE.....	37
<b>ARTICLE 21 - LEAVE OF ABSENCE .....</b>	<b>38</b>
_21.01 LEAVE OF ABSENCE FOR UNION BUSINESS.....	38
_21.02 BEREAVEMENT LEAVE.....	38
_21.03 MOURNER'S LEAVE.....	39
_21.04 JURY DUTY.....	39
_21.05 GENERAL LEAVE OF ABSENCE.....	39
*21.06 MATERNITY AND PARENTAL LEAVE FOR BIRTH OR ADOPTION.....	40
_21.07 LEAVE OF ABSENCE FOR FULL TIME UNION OR PUBLIC DUTIES.....	41
_21.08 SEARCH AND RESCUE AND VOLUNTEER FIREFIGHTER LEAVE.....	42
* 21.09 STATUTORY LEAVE.....	42
<b>ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES .....</b>	<b>42</b>
_22.01 PAY DAYS.....	42
_22.02 JOB CLASSIFICATION PAYMENT (SCHEDULE "A").....	42
_22.03 EQUIPMENT OPERATORS DURING BREAKDOWN (SCHEDULE "A").....	43
_22.04 TRANSFER TO LOWER CLASSIFICATION (SCHEDULE "A").....	43
_22.05 SALARY INCREMENT (SCHEDULES "B" & "C").....	44
_22.06 PAY WHEN TERMINATING BY RESIGNATION.....	44
_22.07 SHIFT DIFFERENTIAL.....	44
_22.08 SUNDAY PREMIUM.....	44
_22.09 STANDBY PAY.....	45
*22.10 DIRTY PAY.....	45
_22.11 IMPROVEMENT IN QUALIFICATION.....	46
<b>ARTICLE 23 - BENEFITS.....</b>	<b>46</b>

23.01	GROUP LIFE INSURANCE .....	46
23.02	OPTIONAL LIFE INSURANCE .....	47
23.03	PENSION PLAN.....	47
*23.04	MEDICAL INSURANCE .....	47
*23.05	DENTAL PLAN.....	47
23.06	EMPLOYEE AND FAMILY ASSISTANCE PROGRAM .....	48
*23.07	EXTENDED HEALTH PLAN .....	48
23.08	BENEFITS ADVISORY COMMITTEE .....	51
<b>ARTICLE 24 - JOB RECLASSIFICATION AND CLASSIFICATION .....</b>		<b>51</b>
<b>ARTICLE 25 - SEVERANCE PAY .....</b>		<b>51</b>
<b>ARTICLE 26 - PROTECTIVE CLOTHING AND UNIFORMS .....</b>		<b>52</b>
26.01	PROTECTIVE CLOTHING.....	52
26.02	UNIFORMS.....	53
*26.03	SAFETY BOOT ALLOWANCE.....	54
<b>ARTICLE 27 - GENERAL CONDITIONS.....</b>		<b>54</b>
27.01	PROPER ACCOMMODATION.....	54
27.02	BULLETIN BOARDS .....	54
27.03	PICKET LINE AND ESSENTIAL SERVICES .....	54
27.04	LIABILITY POLICY .....	54
*27.05	CONTINUATION OF BENEFITS DURING STRIKE OR LOCKOUT .....	55
27.06	EMPLOYEES WITH DISABILITIES.....	55
27.07	TOOL INSURANCE .....	56
27.08	SERVICE TIME .....	56
27.09	JOB RELATED LIABILITY PROTECTION .....	56
27.10	COPIES OF AGREEMENT .....	57
27.11	ACCESS TO PERSONNEL FILES .....	57
27.12	TIMESHEETS .....	57
27.13	AQUATIC REPORT CARD PREPARATION TIME .....	57
<b>ARTICLE 28 - HEALTH AND SAFETY .....</b>		<b>57</b>
28.01	COMPLIANCE WITH WORKERS' COMPENSATION ACT OF B.C. ....	57
28.02	INJURY PAY PROVISIONS .....	57
28.03	TRANSPORTATION OF EMPLOYEES .....	58
28.04	RIGHT TO REFUSE HAZARDOUS WORK.....	58
28.05	SAFETY INFORMATION.....	58
28.06	IMMUNIZATION.....	58
28.07	FIRST AID ATTENDANTS .....	58
<b>ARTICLE 29 - EMPLOYEE DEVELOPMENT .....</b>		<b>59</b>
29.01	EMPLOYEE REQUESTED.....	59
29.02	EMPLOYER REQUESTED .....	60
29.03	APPRENTICESHIP TRAINING .....	60
29.04	ON-THE-JOB TRAINING .....	63
<b>ARTICLE 30 - TERM OF AGREEMENT.....</b>		<b>63</b>
<b>SCHEDULE A.....</b>		<b>70</b>
<b>SCHEDULE B.....</b>		<b>78</b>

<b>SCHEDULE C.....</b>	<b>85</b>
<b>SCHEDULE D.....</b>	<b>94</b>
<b>EMPLOYEE TYPES AND ENTITLEMENTS .....</b>	<b>65</b>
<b>BANKED OVERTIME PAYOUT .....</b>	<b>98</b>
<b>FLEET TRAINING .....</b>	<b>99</b>
<b>FLEX TIME CONCEPT.....</b>	<b>101</b>
<b>HOURS OF WORK.....</b>	<b>103</b>
<b>JOINT HEALTH AND SAFETY COMMITTEES .....</b>	<b>105</b>
<b>ARTICLE 9.07 - PART-TIME EMPLOYEES.....</b>	<b>110</b>
<b>RECRUITMENT &amp; SELECTION TRAINING.....</b>	<b>114</b>
<b>SCHEDULE D.....</b>	<b>115</b>
<b>SCHEDULED OVERTIME – UTILITY OPERATIONS .....</b>	<b>118</b>
<b>SEASONAL POSITIONS.....</b>	<b>120</b>
<b>SEASONAL TRANSFERS BETWEEN EXHIBITION PARK, COMMUNITY ARENAS &amp; CIVIC OPERATIONS POSITIONS .....</b>	<b>122</b>
<b>STUDENT PLACEMENT OPPORTUNITIES.....</b>	<b>124</b>
<b>TRANSITIONAL WINTER OPERATIONS POSITIONS .....</b>	<b>126</b>

## TABLE OF CONTENTS - ALPHABETICAL ORDER

<u>Provision</u>	<u>Page</u> <u>Number</u>	<u>Article</u>
Access to Personnel Files	59	27.11
Amendment of Time Limits	18	11.07
Amount of Sick Leave	34	19.02
Apprenticeship Training	63	29.03
Aquatic Report Card Preparation Time	59	27.13
Article 9.07 - Part-Time Employees	113	Letter of Understanding
Banked Overtime	25	14.12
Banked Overtime Payout	101	Letter of Understanding
Benefits Advisory Committee	53	23.08
Bereavement Leave	39	21.02
Board Procedures	17	11.03
* Break Period	21	13.05
Bulletin Boards	56	27.02
Callout Overtime	23	14.04
Cash Payment	35	19.08
Committee Structure	5	8.01
Compliance with Workers' Compensation Act of B.C.	59	28.01
Composition of Board of Arbitration	16	11.01
Continuation of Benefits	29	16.03
* Continuation of Benefits During Strike or Lockout	57	27.05
Contracting Out	37	20.02
Co-operative Education	13	9.1
Copies of Agreement	59	27.1
Daily Overtime	24	14.05
Decision of the Board	17	11.04
Deductions	3	6.01
Definitions and Entitlement	32	18.01
* Dental Plan	50	23.05
* Dirty Pay	47	22.1
Disagreement on Decision	17	11.05
Discharge or Suspension Procedure	19	12.01
Discrimination	2	3
Dues Receipts	4	6.02
Election of Stewards	13	10.01
* Eligibility	31	17.02
Employee and Family Assistance Program	50	23.06

Employee Requested	61	29.01
Employee Types And Entitlements	68	Chart
Employees with Disabilities	57	27.06
Employer Requested	62	29.02
Employer Shall Acquaint New Employees	3	4
Equipment Hiring and Replacement	37	20.01
Equipment Operators During Breakdown (Schedule "A")	45	22.03
Expedited Arbitration	18	11.09
Expenses of the Board	17	11.06
* Extended Health Plan	51	23.07
Failure to Appoint	17	11.02
Family Illness	37	19.1
First Aid Attendants	60	28.07
Fleet Training	102	Letter of Understanding
Flex Time Concept	104	Letter of Understanding
Function of Bargaining Committee	4	7.03
General Leave of Absence	41	21.05
Grievance Procedure	14	10.02
Group Life Insurance	48	23.01
Hours of Work	106	Letter of Understanding
Immunization	60	28.06
Improvement in Qualification	48	22.11
Information	19	12.03
Injury Pay Provisions	59	28.02
Job Classification Payment (Schedule "A")	44	22.02
Job Reclassification And Classification	53	24
Job Related Liability Protection	58	27.09
Job Sharing	11	9.09
Joint Health And Safety Committees	108	Letter of Understanding
Jury Duty	40	21.04
* Lack of Work - Minimum Pay	21	13.04
Layoff and Rehiring Procedures	28	16.01
Layoffs And Rehiring	28	16
Leave of Absence for Full Time Union or Public Duties	43	21.07
Leave of Absence for Union Business	39	21.01
Liability Policy	56	27.04
* Limited Duration Employment	9	9.08

* Maternity and Parental Leave for Birth or Adoption	42	21.06
Meal Allowance	24	14.09
* Medical Insurance	49	23.04
Meeting of the Committee	4	7.02
* Minimum Hours of Work	21	13.03
Mourner's Leave	40	21.03
* Notice of Layoff	28	16.02
* Notice of Shift Change (Schedules "A", "B" & "C")	22	13.08
Notification	35	19.04
On-the-Job Training	65	29.04
Optional Life Insurance	49	23.02
Overtime During Layoffs	25	14.11
Overtime on Days of Rest	23	14.02
Overtime on Rest Day	24	14.07
Overtime Rates on Regular Work Days	23	14.01
Overtime While Working in Full-time Capacity	24	14.08
Part-time Employees	8	9.07
Pay Adjustment on Termination	34	18.02
Pay Days	44	22.01
Pay When Terminating By Resignation	46	22.06
* Payment Procedure	31	17.03
Pension Plan	49	23.03
Picket Line and Essential Services	56	27.03
Postings	25	15.01
Preamble	1	1
Previous Experience	27	15.04
Previous Experience	30	16.06
* Probationary Employees	6	9.06
Progressive Discipline	19	12.04
Proof of Illness	34	19.03
Proper Accommodation	56	27.01
Protective Clothing	54	26.01
Recruitment & Selection Training	117	Letter of Understanding
Rehiring Procedure	30	16.05
Reinstatement	19	12.02
Representative of Union	4	7.05
Retention of Benefits	30	16.04
Right to Refuse Hazardous Work	60	28.04
Rights of Employer	2	2.02
* Safety Boot Allowance	56	26.03
Safety Information	60	28.05

Salary Increment (Schedules "B" & "C")	46	22.05
Schedule "A"	70	Appendix A
Schedule "B"	78	Appendix B
Schedule "C"	85	Appendix C
Schedule "D"	94	Appendix D
Schedule D	118	Letter of Understanding
Scheduled Overtime – Utility Operations	121	Letter of Understanding
Search and Rescue and Volunteer Firefighter Leave	44	21.08
Seasonal Positions	123	Letter of Understanding
Seasonal Transfers Between Exhibition Park, Community Arenas & Civic Operations Positions	125	Letter of Understanding
Selection	26	15.02
Seniority Defined	5	9.01
Seniority During Absence	6	9.04
Seniority During Transfers to Supervisory Positions	6	9.05
Seniority List	5	9.03
Service Time	58	27.08
Severance Pay	54	25
Sharing of Overtime	23	14.03
Shift Break and Duration	21	13.06
Shift Changes	22	13.07
Shift Differential	46	22.07
Shift Premiums Applicable	25	14.1
Sick Leave Defined	34	19.01
Sick Leave Records	35	19.07
Sick Leave Reimbursement	37	19.11
Sick Leave Without Pay	35	19.06
Special Grievance	16	10.03
Standby Pay	47	22.09
* Statutory Holidays	31	17.01
* Statutory Leave	44	21.09
Student Placement Opportunities	127	Letter of Understanding
Sunday Premium	46	22.08
Supplementation of Compensation Award	36	19.09
Technological Change	38	20.03
Term of Agreement	66	ARTICLE 30

Termination	5	9.02
Time Limits	16	10.04
Time Off for Meetings	4	7.04
Timesheets	59	27.12
Tool Insurance	58	27.07
Transfer to Lower Classification (Schedule "A")	45	22.04
Transitional Winter Operations Positions	129	Letter of Understanding
Transportation of Employees	60	28.03
* Trial Period	27	15.03
Uniforms	55	26.02
Union Bargaining Committee	4	7.01
* Union Meetings	5	8.02
Union Membership	3	5.01
Union Notification	27	15.05
Union Recognition	2	2.01
Union Rejection	3	5.02
Weekly Overtime	24	14.06
Witnesses	18	11.08
Work Week and Working Hours (Schedule "A")	20	13.01
Work Week and Working Hours (Schedules "B" & "C")	20	13.02

**THIS AGREEMENT MADE THIS 22nd DAY OF JULY 2021**

**BETWEEN:**

**CITY OF PRINCE GEORGE**

(hereinafter called the "Employer")

PARTY OF THE FIRST PART

**AND:**

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCALS #399 AND #1048**

(hereinafter called the "Union")

PARTY OF THE SECOND PART

**ARTICLE 1 - PREAMBLE**

- 1.01 This Collective Agreement is individually applicable to Locals #399 and #1048. Reference to Schedule "A" pertains to Local #399. Reference to Schedules "B" or "C" pertains to Local #1048.
- 1.02 Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or Parties hereto so require.
- 1.03 Present Conditions and Benefits

All rights, benefits, privileges, working conditions and clothing allowances which employees now enjoy, receive or possess as employees of the Employer shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement but may be modified by mutual agreement between the Employer and the Union.

## **ARTICLE 2 - RECOGNITION AND NEGOTIATIONS**

### **2.01 Union Recognition**

The Employer, or anyone authorized to act on its behalf, recognizes the Union as the sole Collective Bargaining Agent for its employees for whom the Union has been certified as Collective Bargaining Agent by the Labour Relations Board of British Columbia, and hereby consents and agrees to negotiate with the Union or anyone authorized to act on behalf of the Union in any or all matters affecting the relationship between the said Employer and its employees, looking towards a peaceful and amicable settlement of any difference which may arise between the Employer and the Union.

### **2.02 Rights of Employer**

- (a) The Union recognizes the right of the Employer to operate and manage the City in accordance with its commitments and responsibilities and to make and alter from time to time rules and regulations to be observed by employees. Such rules and regulations shall not be contrary to any provisions of this Agreement.
- (b) The Employer shall always have the right to hire, assign, discipline and discharge employees for just cause.

## **ARTICLE 3 - DISCRIMINATION**

The Employer and the Union agree that neither party will exercise any discrimination or coercion in respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline or discharge. The Employer and the Union further agree that neither party will exercise any discrimination or coercion in respect to any employee by reason of race, religion, colour, nationality, ancestry or place of origin, sex, age, sexual orientation, physical or mental disability, or membership in the Union.

The Employer will maintain a policy prohibiting all forms of discrimination or harassment in the workplace under the BC Human Rights Code, Workers Compensation Act, or any other act, code, statute, or legislation that applies.

Any complaint alleging discrimination and/or harassment shall be dealt with at the employee's choice, either in accordance with the process set out in the Employer's policy or through the grievance procedure.

## **ARTICLE 4 - EMPLOYER SHALL ACQUAINT NEW EMPLOYEES**

The Employer agrees to acquaint new employees with the fact that an Agreement between the Parties is in effect including those conditions of employment set out in Articles 5 and 6 dealing with Union Security and Check-off of Union Dues.

New Employees shall be presented with a copy of the Agreement, Application for Union Membership card and Dues Deduction Authorization card by the Employer on commencement of employment.

The Employer shall present each new employee with a letter of introduction, which would include the names of the Union executive and shop stewards and the department in which they work.

A Union representative may participate in the monthly City orientation session in order to acquaint new employees with the policies and procedures of the Union.

## **ARTICLE 5 - UNION SECURITY**

### **5.01 Union Membership**

It is agreed that employees who are presently members of the Union shall remain so as a condition of employment. It is further agreed that persons who are hereafter employed by the City of Prince George shall become members of the Union by the pay period immediately following the completion of thirty (30) days employment and shall remain as members of the Union as a condition of employment.

### **5.02 Union Rejection**

Any employee who applies to join the Union pursuant to the provisions herein and whose application is rejected, or whose membership is terminated by the Union, shall not as a result of such rejection or termination, be subject to discharge from employment.

## **ARTICLE 6 - CHECK-OFF OF UNION DUES**

### **6.01 Deductions**

Deductions of Union dues and initiation fees from each employee covered by this Agreement shall be made from each payroll period and shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following, accompanied by a list of names of all employees from whose wages the deductions have been made.

6.02 Dues Receipts

Total annual Union deductions shall be calculated by the Employer and shown on employees' T-4 Slips.

**ARTICLE 7 - BARGAINING**

7.01 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed and consist of six (6) employees who are members of the Union, three (3) from Local 399 and three (3) from Local 1048. The Union will advise the Employer of the Union members to the Committee.

7.02 Meeting of the Committee

In the event of either party wishing to call a meeting of the Committee, the meeting shall be held at a time and place to be arranged by mutual agreement, however, such arrangements regarding the meeting shall be made not later than six (6) calendar days after the written request has been given.

7.03 Function of Bargaining Committee

All matters of mutual concern pertaining to Collective Bargaining shall be referred to the Bargaining Committee for discussion and possible settlement.

7.04 Time Off for Meetings

Any representative of the Union on this Committee who is in the employ of the Employer shall have the privilege to attend meetings of the Committee held within working hours without loss of remuneration.

7.05 Representative of Union

The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

## **ARTICLE 8 - LABOUR MANAGEMENT COMMITTEE**

### **8.01 Committee Structure**

The Labour Management Committee shall consist of two (2) representatives of Local #399, two (2) representatives of Local #1048 and up to four (4) representatives of the Employer. The Committee shall meet once every other month. The Committee shall have the power to recommend its decisions to the respective principals but does not have the power to bind.

At the request of either party, a special meeting shall be called to discuss a specific topic. Additional participants may be invited to attend these special meetings.

### **\*8.02 Union Meetings**

The Union is permitted the use of the City Works Yard and other mutually agreeable City-owned venues which shall be accessible to hold meetings of the Locals.

## **ARTICLE 9 - SENIORITY**

### **9.01 Seniority Defined**

Seniority is defined as the length of service with the Employer and shall be used in determining priority for promotions, transfers and demotions. Seniority within the Bargaining Unit shall be used to determine layoffs and recall.

### **9.02 Termination**

All employees voluntarily leaving employment shall terminate all seniority rights contained in this Agreement.

Written resignations shall be considered final. Verbal resignations, if not withdrawn within three (3) days, shall be considered final.

### **9.03 Seniority List**

The Union Executive members and shop stewards will have access to a complete, up-to-date computerized seniority list for the purpose of printing and posting on bulletin boards. Any errors or omissions shall be corrected within fourteen (14) days of notifying the Human Resources Department. Such seniority list shall show the date upon which each employee's service commenced.

#### 9.04 Seniority During Absence

Except as provided in subsections (a) to (f), if an employee is absent from work because of sickness, accident, layoff or leave of absence approved by the Employer, he shall not lose seniority rights.

An employee shall lose his seniority in the event:

- (a) he is discharged for just cause;
- (b) he resigns or otherwise voluntarily leaves his employment;
- (c) he is absent from work in excess of three (3) working days without notifying the Employer, unless such notice was not reasonably possible;
- (d) after a layoff he fails to return to work or to make satisfactory arrangements to do so within ten (10) calendar days of notice by registered mail being sent to his last known address;
- (e) he is laid off for a period exceeding twelve (12) months;
- (f) except in the case of illness or accident, he has not worked a shift for a period exceeding twelve (12) months.

When an employee loses his seniority, his right to continued employment and/or to re-employment shall cease. In the event of re-employment, such person shall start as a new employee and his right to seniority and other benefits based upon his length of service with the Employer shall be calculated from his date of re-employment.

#### 9.05 Seniority During Transfers to Supervisory Positions

Employees transferred to a supervisory position or any other position not covered by this Agreement shall retain their seniority in the bargaining unit from which they were transferred, for a period of six (6) months.

#### \*9.06 Probationary Employees

- (a) (i) All new employee shall be hired on probation. The probationary period will be six (6) calendar months. During the probationary period, employees shall be entitled to all rights and privileges of the Agreement.
- (ii) In the event a probationer takes a leave for a period of between two (2) weeks and two (2) months, the probationary period will be extended by the length of the leave.
- (iii) In the event a probationer takes a leave of greater than two (2) months within the first four months of the probation, the probationer shall restart the probationary period upon return to active employment.

- (b) Employees on probation who are selected for another vacancy during their probationary period shall commence a new period of probation under this Article.
- (c) The following modifications to this Article apply to full-time employees holding a seasonal position and full-time employees eligible to transfer to a seasonal position in accordance with the Letter of Understanding on Seasonal Transfers appended to this collective agreement:
  - (i) A probationary employee who has been actively employed for a period of three (3) consecutive months or greater in their original position, will not be required to commence a new period of probation under subsection (b) if they are successful in applying for and being awarded a second full-time position in the opposite season;
  - (ii) Employees described in subsection (c)(i) will continue to serve the six (6) month probation period under subsection (a) and, in addition, will serve the trial period in their new position as outlined in Article 15.03;
  - (iii) Full-time employees who hold one (1) seasonal position and who are laid off during the opposite season will have their probationary period frozen during the period of lay-off and resume upon return to active employment.
  - (iv) The term "seasonal position" is as defined in the Seasonal Letter of Understanding appended to this agreement.
- (d) Employees who terminate employment for any reason shall be required to serve a new probationary period should they be rehired.
- (e) The probationary period shall be for the purpose of determining a person's suitability for permanent employment in that position which he is placed in a probationary capacity. At any time during that period, the employment of a probationary employee may be terminated if it can be satisfactorily shown that the employee is unsuitable for permanent employment.
- (f) By mutual agreement the employer may extend the probationary period. Such agreement shall not be unreasonably withheld.

- (g) A probationary employee's suitability for regular employment will be decided on the basis of factors such as:
  - (i) quality of work;
  - (ii) conduct;
  - (iii) capacity to work harmoniously with others;
  - (iv) ability to meet production standards set by the Employer.
  
- (g) Upon completion of the probationary period seniority shall be effective from the original date of employment and employee status shall be regarded as permanent.

9.07 Part-time Employees

**\*\* NOTE: ARTICLE 9.07 HAS BEEN REPLACED BY A LETTER OF UNDERSTANDING FOR THE DURATION OF THE COLLECTIVE AGREEMENT TERM. PLEASE SEE LETTER OF UNDERSTANDING PART-TIME EMPLOYEES ON PAGE 117.**

~~\_\_\_\_\_ (a) Definition~~

- ~~\_\_\_\_\_ (i) Part time employees shall be defined as any employee not working a regular 40 or 37 1/2 hours work week and shall be paid in accordance with the rate applicable in the Schedule under which the employee is working.~~
  
- ~~\_\_\_\_\_ (ii) Part time positions shall be posted except as amended by Article 15.01.~~

~~\_\_\_\_\_ (b) Regular Part time~~

- ~~\_\_\_\_\_ (i) A regular part time employee shall be defined as an employee who works (or is expected to work) 880 hours or more in a twelve (12) month period.~~
  
- ~~\_\_\_\_\_ (ii) Upon completion of his or her probationary period, a regular part time employee's seniority shall be effective from the first day of the above noted twelve (12) month period.~~
  
- ~~\_\_\_\_\_ (iii) Regular part time employees who work less than 880 hours in a twelve (12) month period, for a period of time exceeding four (4) weeks, shall become irregular part time employees.~~

~~(iv) At the time of his or her appointment to a regular part-time position, an employee may choose to receive benefits under the Collective Agreement including vacations, all paid leaves of absence and the benefit plans included in Article 23. Sick leave, vacation leave, weekly indemnity, statutory holidays and paid leaves of absence shall be earned on a prorated basis.~~

~~The employee's use of vacation and sick leave is based on the average hours he or she has worked in the previous six (6) months.~~

~~(v) Regular part-time employees who do not choose to receive the benefits identified in part (iv) will receive 12% of gross pay in lieu of these benefits.~~

~~(vi) Pension entitlements will be prorated on the basis of hours paid (excluding overtime).~~

~~(e) Irregular part-time employees working on an as required basis shall be entitled to 12% of gross pay in lieu of all benefits including vacations and statutory holidays. These employees shall not accrue seniority. However, the Union executive members and shop stewards shall have access to a list of such employees that provides the hours, departments, and classifications worked.~~

~~(d) Minimum Hours of Work.~~

~~Employees shall be scheduled for a minimum of four (4) hours except for irregular part-time employees who~~

~~(i) are students reporting for work on a school day, or~~

~~(ii) provide training or instruction in a recreational activity.~~

#### \*9.08 Limited Duration Employment

Limited duration employees shall be defined as employees working under the following conditions:

(a) For work of a specific and limited duration for a period of up to six (6) months with advance notification to the Union President. Vacancies that are for three (3) months or more shall be posted. Vacancies that are for less than three (3) months may be filled without posting. New employees hired for a limited duration position who complete their probationary period shall become permanent. Upon completion of his or her probationary period, a limited duration employee's seniority shall be effective from the first day of employment in accordance with Article 9.06 (g). Limited duration employees hired for casual positions will not accrue seniority.

- (b) For the replacement of an employee who is absent because of vacation, sick leave, maternity leave or other leaves of absence. Vacancies that are for less than three (3) months may be filled without posting providing:
  - (i) A qualified employee within the Bargaining Unit Local will be given the opportunity to replace the absent employee where transferring the employee does not unduly affect operational requirements. Such employee shall return to their former position at the conclusion of their temporary assignment and shall continue to accumulate seniority.
  - (ii) Where two (2) or more employees are qualified, then the senior employee will be appointed.
  - (iii) Vacancies created by appointment of existing employees will be filled either internally or externally at the Employer's option.
- (c) Except as modified by this Article, limited duration employees will be entitled to the same provisions of the Agreement that they would have had, had they been regular employees. Limited duration employees may be required to complete the temporary assignment for which they were hired prior to filling another job for which they were selected where they were successful in bidding on a vacancy.
- (d) Employees hired for limited duration employment will accumulate seniority in accordance with Article 9.06. Employees hired for limited duration casual positions will not accrue seniority.
- (e) Existing employees selected or appointed to limited duration positions will return to their original position at the end of their limited duration appointment. New employees hired for limited duration appointments will have their employment terminated at the end of their limited duration appointment with the exception of those who become permanent under the provisions of 9.08 (a) or those who are successful in bidding on another vacancy during their limited duration term.
- (f) Except in the case of a regular full or regular part-time employee who fills a limited duration position:
  - (i) Employees who fill limited duration positions of six (6) months or less shall receive twelve percent (12%) of gross pay in lieu of all benefits including sick leave, vacation and statutory holidays;
  - (ii) Employees who fill limited duration positions of longer than six (6) months have the option of choosing to receive benefits including vacation and statutory holidays, or twelve percent (12%) of gross pay in lieu of all benefits including sick leave, vacation and statutory holidays.

Such option must be chosen at the time of the employee's appointment to the limited duration position.

9.09 Job Sharing

The Employer and the Union agree that where a Regular Full-time employee wishes to share his/her full-time position, that such job sharing agreement be mutually agreed upon using the following principles PROVIDED HOWEVER, that it is not construed as altering the existing rights and/or obligations of either party under the collective agreement, except as specifically provided herein. Each job share arrangement shall be reviewed on a case by case basis.

(a) General

Where a Regular Full-Time employee occupying a Regular Full-Time position wishes to share his/her position with another employee and has received formal approval from the Department Director or designate and the Union, the employee shall be entitled to do so. Employee participation in job sharing arrangements is voluntary.

(b) Definitions

The incumbent of the full-time position that is shared shall be called the Sharer. The employee who shares the position held by the incumbent shall be called the Sharee.

(c) Procedure

(i) A Regular Full-Time Employee shall apply in writing to his/her Department Director or designate indicating the reason for the request and including the hours and days of the week the employee wishes to share. A copy of this request shall be forwarded to the Director of Human Resources and the Union. The Sharee will be selected in accordance with Article 15 of the Collective Agreement.

(ii) Where an employee's request is approved and results in an acceptable job sharing arrangement, the Director of Human Resources or designate shall provide each affected employee with a letter covering the terms and conditions of the Job Sharing arrangement and signed by the Employer and Union.

- (iii) Under normal circumstances, the regular daily and weekly hours of the position shall remain unchanged as a result of the Job Sharing arrangement unless otherwise varied by the terms and conditions as provided in paragraph (i) above. The workload of the Sharer's position will not be increased nor will the Sharee's position be reduced as a result of the job sharing arrangement.
- (iv) Where an employee's request is denied, he or she may request a meeting with the Union, the Department Director and Director of Human Resources or their designates to discuss the matter.

(d) Duration

- (i) A job sharing arrangement will be for a period of twelve (12) months. After nine (9) months, the arrangement will be reviewed. If the employees involved, the Department Head or designate and Union approve, the arrangement will be renewed. Otherwise, it will be cancelled.
- (ii) Subject to operational requirements, for the first twelve (12) months of a job sharing arrangement, the Sharee may be granted a leave of absence and have the right to return to his or her own job if the job sharing arrangement ends or the Sharer opts out of it.
- (iii) Job sharing arrangements will be reviewed in the ninth (9<sup>th</sup>) month of each successive twelve (12) month term. If the employees involved, the Department Head or designate and the Union approve, it shall be renewed. Otherwise it will be cancelled at the end of the twelve (12) month term.
- (iv) Sharees or Sharers may opt out of a job sharing arrangement at any time during the twelve (12) month term upon ninety (90) days written notice to their supervisor of their intention to do so.

If the Sharee leaves the position, it reverts to a full-time position held by the Sharer. The Sharer may request a new job sharing arrangement if he or she wishes.

If the Sharer leaves the position it reverts to full-time and is posted.

(e) Benefits

While participating in a job sharing arrangement, depending upon the number of hours they work per twelve (12) month period, the Sharer and Sharee will receive benefits or a percentage in lieu of benefits in accordance with Article 9.07 (b) or 9.07 (c).

9.10 Co-operative Education

The Parties recognize the advantages of assisting co-operative education students to obtain practical work experience and agree that they may be employed under the following conditions:

- (a) Only individuals enrolled in recognized co-operative education programs may apply for co-operative education positions.
- (b) A maximum of five (5) co-operative education students may be employed by the City concurrently.
- (c) Co-operative education students may be employed to perform bargaining unit work and will be paid in accordance with the Collective Agreement.
- (d) Co-operative education students will be defined as irregular part-time employees. In accordance with Article 9.07 (c) of the Collective Agreement, they will receive a percentage in lieu of benefits and will not accumulate seniority.
- (e) No regular employees will be laid off as a result of co-operative education students being employed and all employees who are qualified to perform the jobs performed by the students, will be recalled before co-operative education students are hired.
- (f) Co-operative education positions may be filled for periods of up to four (4) months, without internal posting.

**ARTICLE 10 - GRIEVANCE PROCEDURE**

10.01 (a) Election of Stewards

The Employer acknowledges the right of the Union to appoint or elect Stewards whose duty shall be to assist any employee which the Steward represents, in preparing and presenting his grievance in accordance with the Grievance Procedure.

(b) Steward Recognition

The Union shall notify the Employer in writing of the names of the Chief Steward and each Steward and the department(s) he represents before the Employer shall be required to recognize them. The Stewards so elected or appointed shall be recognized so long as they remain employees or until their successors are chosen.

(c) Permission to Leave Work

The Employer 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 understands and agrees that each Steward is employed to perform full time work for the Employer and that he will not leave his work during working hours except to perform his duties under this Agreement. Therefore, no Steward shall leave his work without obtaining the permission of his supervisor and such permission shall not be unreasonably withheld. The Union agrees to keep such time away from work to a minimum.

(d) Time Off Due to Grievance

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

(e) Joint Assistance

At any stage of the Grievance Procedure or arbitration, the Parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, or 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 Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

10.02 Grievance Procedure

A grievance is defined as any complaint or difference between the Parties arising from the interpretation, application, administration or alleged contravention of the Collective Agreement.

Step 1

The employee will bring the issue forward to his or her exempt supervisor within seven (7) working days of first becoming aware of the complaint or difference. The employee may be assisted by a Union representative. An informal discussion will take place and the exempt supervisor will provide a response within five (5) working days of the discussion.

Step 2

Grievances not resolved at Step 1 may be referred to the Central Grievance Committee. The Central Grievance Committee will be comprised of up to four (4) representatives of the Employer and two (2) representatives of each CUPE Local.

Each Party (Employer, CUPE 399, CUPE 1048) will choose a Central Grievance Committee Chairperson.

The Central Grievance Committee will meet once each month at a predetermined time.

Any Party wishing to advance a grievance to Step 2 will refer the issue in writing to the other Parties within seven (7) working days of receiving a Step 1 response. The written referral will contain enough detail so that the other Parties will know what issues(s) are involved in the complaint and what the referring Party seeks as redress. The referring Party will also state with whom and when the Step 1 meeting occurred.

The Central Grievance Committee will discuss all the grievances which were referred to it prior to the day of the meeting and attempt to resolve them. A written response to the grievances will be provided to the other Parties within ten (10) working days of the meeting.

If required, in addition to the regularly scheduled meetings, special meetings of all or part of the Central Grievance Committee may be held to follow up on outstanding issues.

### Step 3

Grievances not resolved at Step 2 may be referred to the City Manager.

Any Party wishing to advance a grievance to Step 3 will refer the issue in writing within five (5) working days of receiving a Step 2 response.

A meeting with the City Manager will occur within five (5) working days of the referral and a written response to the grievance will be provided within five (5) working days of the conclusion of Step 3.

### Step 4

A grievance not settled at Step 3 may be referred to Arbitration within five (5) working days of receipt of the City Manager's decision. Such referral will be in writing and will be directed to the City Manager or his/her designate.

## 10.03 Special Grievance

- (a) Safety Issues - An employee or group of employees who believe they are being required to work under conditions which are unsafe or unhealthy shall have the right to file a grievance at step 2 of the grievance procedure.
- (b) Selection - The processing of a grievance dealing with selection will begin with step 2.

- (c) Discipline - The processing of a grievance dealing with suspension, demotion or termination will begin with step 3.
- (d) Policy - Where a dispute involving a question of general application or interpretation occurs or where a group of employees or the Union has a policy grievance which affects more than one department, step 1 and 2 of the grievance procedure may be bypassed.
- (e) Sexual Harassment - The Employer agrees that an employee has the right to work without sexual harassment. A claim of sexual harassment by an employee shall be considered as a grievance and shall be filed at Step 3 of the grievance procedure.

Grievances begun at step 2 or 3 shall be initiated within seven (7) working days of the employee(s) first becoming aware of the issue(s) being grieved.

#### 10.04 Time Limits

All time limits may be extended by mutual agreement of the Employer and the Union.

### ARTICLE 11 - ARBITRATION

#### 11.01 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 of the Agreement, and shall indicate whether a single arbitrator or a three (3) person arbitration board is preferred.

The request shall also include: the party's suggestions for a single arbitrator; or, alternatively, the name and address of the party's nominee to a three (3) person arbitration board. Within five (5) days thereafter, the other party shall respond in writing. In the case of a three (3) person arbitration board, the other party shall indicate the name and address of its nominee to the board. The two (2) nominees shall then select a chair.

#### 11.02 Failure to Appoint

If the recipient of the notice fails to appoint an arbitrator or if the two (2) appointees fail to agree upon a Chair within seven (7) days of their appointment, the appointment shall then be made by the Minister of Labour upon the request of either party.

11.03 Board Procedures

The Board may determine its own procedure but shall give full opportunity to all Parties to present evidence and make representations to it. It shall hear and determine the question or difference submitted to it and render a written decision.

11.04 Decision of the Board

The decision of the majority shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all Parties but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of any discharge or a discipline grievance by any arrangement which in its opinion it deems just and equitable.

11.05 Disagreement on Decision

Should the Parties disagree as to the meaning of the decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within seven (7) days of receipt of the application.

11.06 Expenses of the Board

Each party shall pay:

- (a) The fees and expenses of the arbitrator it appoints;
- (b) One-half (1/2) the fees and expenses of the Chairman.

11.07 Amendment of Time Limits

The time limits fixed in the arbitration procedure may be extended by consent of the Parties to this Agreement.

11.08 Witnesses

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

## **11.09 Expedited Arbitration**

- (a) In order to facilitate the timely resolution of grievances, the Parties by mutual agreement may agree to an expedited arbitration hearing. All grievances may be considered suitable, with the following exceptions: grievances where a preliminary objection will be tendered; grievances requiring more than one (1) witness for each party; or hearings where either party uses a lawyer as counsel.
- (b) The Parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve matters. The arbitrator shall agree, in advance of his or her selection, to provide a decision within five (5) working days of the hearing.
- (c)
  - (i) Written decisions shall be limited to five (5) pages.
  - (ii) The decision of the Arbitrator shall be final and binding on both Parties.
  - (iii) Decisions shall not be precedent setting.
  - (iv) Decisions may be appealed in accordance with Section 99 of the Labour Relations Code or the pertinent section of any legislation that supersedes or amends the Code.
- (d) A grievance may be removed from the expedited arbitration process and forwarded to regular arbitration provided notice is given to the affected party at least one (1) week prior to the scheduled hearing.
- (e) All costs of an expedited arbitration shall be split equally by each party, except for cancellation fees arising from a decision by one party to proceed to regular arbitration. In that case, the party who refers the grievance to regular arbitration shall bear the full cost of cancellation fees.

## **ARTICLE 12 - DISCHARGE OR SUSPENSION**

### **12.01 Discharge or Suspension Procedure**

A regular employee may be suspended or discharged only for just cause. An employee, on completion of the probationary period, may be dismissed for just cause upon the authority of the City Manager or designate. The procedure for initiating discharge or suspension shall be as follows:

- (a) Depending on the nature of the incident, the employee to be suspended or discharged may be relieved of duties with pay pending investigation into the incident leading to the disciplinary review.

- (b) The employee shall be advised in writing of the disciplinary action to be taken. Unless the offence is of an extremely serious nature, suspensions shall not be served until Step 3 of the grievance, if any, is concluded. Discharge decisions shall be effective from the date that written notice is provided.

All letters of reprimand or discharge will be signed by management personnel.

#### 12.02 Reinstatement

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

#### 12.03 Information

The Employer agrees to give written particulars of any warning, censure, suspension, dismissal or other disciplinary matters to the Union.

#### 12.04 Progressive Discipline

Documented verbal reprimands shall be deemed void, for the purpose of supporting discipline, after an employee has maintained a clear record with no infractions for twelve (12) months of active employment.

Written reprimands shall be deemed void, for the purpose of supporting future discipline, after an employee has maintained a clear record with no infractions for eighteen (18) months of active employment.

Suspensions shall be deemed void, for the purpose of supporting future discipline, after an employee has maintained a clear record with no infractions for thirty (30) months of active employment.

The disciplinary record 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 statute, regulation, or Court or Board Order.

## **ARTICLE 13 - HOURS OF WORK**

### **13.01 Work Week and Working Hours (Schedule "A")**

Except as modified by Schedule "D", the normal work week shall be from Monday to Saturday inclusive and shall constitute forty (40) hours in five (5) consecutive days.

- (a) The normal working hours in a work week shall be nine (9) consecutive hours between the hours of 7:00 a.m. and 6:00 p.m. with one (1) hour off for lunch. The lunch break may be decreased to one-half (1/2) hour upon agreement of both Parties. There shall be no change to the agreed lunch break schedule without prior consultation of both Parties. The hours of commencement of work shifts and lunch breaks shall be determined by the Operations Manager and continue for five (5) days.
- (b) By mutual agreement between the employee and the supervisor, start times to 5:00 a.m. may be scheduled for special maintenance and construction projects. Such agreement shall not be unreasonably withheld.
- (c) Other arrangements may be made upon mutual agreement between the Union and the Employer.

### **13.02 Work Week and Working Hours (Schedules "B" & "C")**

- (a) Except as provided in Schedule "D" attached hereto, the regular hours of work for employees working a thirty-seven and one-half (37-1/2) hour work week shall be 8:30 a.m. to 5:00 p.m. including one (1) hour off for lunch, Monday to Friday inclusive and for employees working a forty (40) hour week shall be 8:00 a.m. to 5:00 p.m. including one (1) hour off for lunch. The lunch break may be reduced to one-half (1/2) hour upon agreement of both Parties.
- (b) Other arrangements may be made upon mutual agreement between the Union and the Employer.
- (c) The Employer agrees, in consultation with the Union, to post in appropriate places the working schedule of each department.

### **\*13.03 Minimum Hours of Work**

Employees shall be scheduled for a minimum of four (4) hours, with the following exceptions:

- (a) Part-time employees in the Community Services & Public Safety Department may be scheduled for minimum of a two (2) hour shift in order

attend training sessions, orientation or meetings scheduled by the City at which the employee's attendance is required;

- (b) Part-time employees reporting for work on a school day; or
- (c) Part-time employees who provide training or instruction in a recreational facility.

**\*13.04 Lack of Work - Minimum Pay**

In the event of a full-time employee starting work in any day and being sent home he shall be paid for a minimum of five (5) hours. In the event that a full-time employee reports for work but is sent home before commencing work, he shall be paid for three (3) hours at regular rates.

In the event that a part-time employee starts work in any day and is sent home, or reports for work but is sent home before commencing work, he shall be paid for two (2) hours at regular time.

**\*13.05 Break Period**

All employees shall be permitted a fifteen (15) minute rest period both in the first half and the second half of a shift that is at least six (6) hours long.

Employees who work twelve (12) hour shifts shall be permitted a ten (10) minute rest period every four (4) hours.

**13.06 Shift Break and Duration**

There shall be a full nine (9) hours break between shifts when shift periods are changed. In the event an employee is assigned a shift change without the required nine (9) hour break between the regular working hours of the shifts, he shall be paid at the rate of two (2) times his regular rate of pay for the entire shift worked after the deficient break.

**13.07 Shift Changes**

When an employee changes shifts within Schedule "A", that employee shall suffer no loss of wages. When an employee changes shifts within or between Schedules "B" and "C", that employee shall suffer no loss of wages.

Therefore, if a shift is changed which results in the employee working only nine (9) days in a pay period, the employee will be paid a regular ten (10) day payment sum.

However, if the employee's shift is again altered within a nine (9) month period which necessitates the employee working eleven (11) days in a two (2) week pay period, the Employer shall not be required to pay for the additional day worked. The employee will be paid a regular ten (10) day payment sum.

Upon request, the employee shall be given a copy of their time sheet when their shift is changed. An employee bumping into a position with a different shift shall be paid for the days worked at regular pay.

\*13.08 Notice of Shift Change (Schedules "A", "B" & "C")

Twenty-four (24) hours' notice should be given before change in scheduled shift.

## **ARTICLE 14 - OVERTIME**

**Provisions 14.01 to 14.04 apply to full-time employees only.**

14.01 Overtime Rates on Regular Work Days

All time worked beyond the regular workday or beyond the regular work week shall be deemed to be overtime until a break of seven (7) hours occurs. Overtime at one and one-half (1½) time will be paid for the first two (2) hours immediately following the termination of the regular work day. Double time (2T) shall be paid for any time worked after the first two (2) hours following termination of the regular work day. Providing the employee has been advised overtime work is required prior to the end of his regular work day, the return to work immediately after a granted meal break does not constitute a call out and the meal break shall not be considered as working time.

14.02 Overtime on Days of Rest

All scheduled time worked on an employee's day of rest shall be paid at double the standard rate of pay for every hour worked. Employees will be paid a minimum (2) hours at the overtime rate for work performed. Unscheduled overtime on a rest day is considered a call out and the provisions of Article 14.04 apply.

14.03 Sharing of Overtime

Overtime opportunities will be distributed as equally as practicable among employees in the same department or division, job classification and shift. It is understood that nothing in this clause shall require payment for overtime hours not worked. Management shall make monthly checks to see that overtime opportunity is being distributed and, on a quarterly basis, shall provide the Union with a list of employees and overtime worked.

14.04 Callout Overtime

Every employee who is called out and required to work outside his regular working hours shall be paid for a minimum of two (2) hours at double his regular hourly rate of pay. If the call out is immediately preceding the commencement of the regular working day, the employee shall be paid double time (2T) only for the time worked prior to the commencement of his regular work day. Call out shall not be considered as a shift.

All call out starts fifteen (15) minutes prior to the employee arriving at work. Minimum time actually worked during call out then becomes one and three-quarters (1¾) hours.

Call out overtime prevails when an employee reports for and works overtime during a period of time not immediately following completion of his regular working hours.

**Provisions 14.05 to 14.09 apply to part-time employees (regular part-time & casual)**

14.05 Daily Overtime

Time worked in excess of the daily hours associated with the position in which the part-time employee is working will be compensated in accordance with Article 14.01 or a Letter of Understanding governing hours of work for the position, whichever is applicable.

14.06 Weekly Overtime

The work week, for the purposes of establishing overtime for employees employed on a part-time basis, shall be Saturday to Friday. Employees will be paid at the rate of one and one-half (1½) times the regular rate for all time worked in excess of forty (40) hours in a week. Daily overtime hours are not included in the calculation of weekly hours for the purposes of establishing weekly overtime.

14.07 Overtime on Rest Day

Part-time employees shall have a period of thirty two (32) consecutive hours free from work each week. If an employee is called into work during the period they otherwise would have off for this rest period, they shall receive two (2) times the regular rate for the hours worked during the rest period.

14.08 Overtime While Working in Full-time Capacity

Employees who work full-time hours for a complete shift cycle in a single position will be paid overtime rates in accordance with the provisions that apply to full-time employees employed in the position. A shift cycle is the full number of regular working days prior to scheduled days off for a position. This section applies to part-time employees who are: backfilling for a full-time employee; filling a full-time vacancy on a temporary basis; job share partners working complete shift cycles; or, otherwise temporarily scheduled on a full-time basis to fill a single position.

14.09 Meal Allowance

An employee required to work four (4) or more consecutive hours overtime, after a regular shift, or four (4) or more consecutive hours on call out shall be provided with a meal allowance of ten (10) dollars by the Employer. However, meal breaks will not be calculated as overtime.

14.10 Shift Premiums Applicable

Shift premiums will apply to overtime hours worked in conjunction with a shift qualifying for shift premiums, but such premiums shall not be computed in the overtime rates. Shift premiums do not apply to call outs.

14.11 Overtime During Layoffs

There shall be no extended amount of scheduled overtime worked in any operation while there are employees on layoff in the same or similar type of operations and who are qualified to perform the available work.

14.12 Banked Overtime

- (a) For overtime worked, the employee may be paid in cash or may choose to bank the time at the appropriate overtime rate, and the time sheet must indicate the choice.
- (b) Notwithstanding section (a), employees will not be permitted to bank overtime hours for work performed that is funded by the Provincial Emergency Program or equivalent government funding program.
- (c) Payroll will review employees' banked overtime as of the last day of the pay period in which October 31<sup>st</sup> falls. Employees' banked overtime in excess of ten (10) working days shall be paid out on the following paycheque.
- (d) Time off shall be taken at a time mutually agreeable to the employee and Employer, and time may be taken in days or part-days.

- (e) Upon fourteen (14) days written notice, an employee with banked overtime may request pay-out of the total amount or any portion of it.
- (f) For payout or retention of banked overtime upon layoff, see Article 16.04(b).

## **ARTICLE 15 - PROMOTIONS AND STAFF VACANCIES**

### **15.01 Postings**

- (a) Except as otherwise provided in this agreement, when a new position is created in accordance with Article 24 or a vacancy occurs in an established position, within the scope of the Bargaining Unit, the employer shall notify the Union in writing and post notice on all bulletin boards for a minimum of seven (7) working days prior to the closing of the competition. Applications to posted positions shall be in writing.
- (b) Job postings shall contain the following information: nature of position, required knowledge and education, ability and skills, shift and salary rate or range.
- (c) Where practical, when the employer wishes to fill vacancies arising from normal retirement, vacancy notices shall be posted sixty (60) days prior to the employee's retirement date.
- (d) All vacancies of greater than three (3) months duration will be posted.

### **15.02 Selection**

- (a) In all cases of promotion (except promotions to positions excluded from the Bargaining Unit) or in filling vacancies, lateral transfers or new positions created, the following factors will be considered:
  - (i) length of continuous service; and
  - (ii) qualification and ability to perform the work.

When the factors of qualifications and ability to perform the work are relatively equal, length of continuous service shall govern.

- (b) If there are no internal applicants who qualify for selection, the Employer may, at its option, without re-posting, choose to select an applicant with less than the required qualification provided that, where two (2) or more applicants are relatively equal in qualifications, preference shall be given to the senior.

- (c) If there are no internal applicants who qualify for selection, the Employer may, at its option, fill the vacancy by hiring outside the bargaining unit. Such outside hire will not have less qualifications than was required of internal applicants.
- (d) The employer will make every reasonable effort to finalize all selections within ten (10) working days of posting closure.
- (e) The successful and all internal applicants shall be advised of the appointment concurrently.
- (f) A successful applicant for any job posting may be held in his present job up to thirty (30) working days from date of selection. Upon assumption of the new job or after fifteen (15) working days from the date of selection, whichever shall first occur, the employee will receive the appropriate salary adjustment for his new job. The above time limits may be extended by mutual agreement.
- (g) An employee selected to a position shall not be eligible to apply for another position within the same job classification for a one (1) year period. Employees accepted into positions in the same classification will not be subject to the trial period.

\*15.03 Trial Period

The successful applicant shall be placed on a trial period of up to three (3) calendar months or, in the case of part-time employees, (6) calendar months. Conditional on satisfactory service, such trial promotion shall become permanent at the Employer's discretion, so long as the trial period does not extend beyond three (3) calendar months or, in the case of part-time employees six (6) calendar months. If, for any reason, during the trial period the employee does not remain in the new position, the employee shall revert to his original position without loss of seniority. The trial period may be extended by mutual agreement.

15.04 Previous Experience

In confirming appointments or promotions to permanent positions, or in engaging limited duration or probationary employees, consideration shall be given to previous experience in the same or similar work in establishing the rate of pay of the employee within the salary range for the particular position concerned.

15.05 Union Notification

- (a) The Employer will provide to the Union President:
  - (i) A copy of each current job posting as the notices are posted;
  - (ii) A letter which advises the final disposition of that posting, including names of unsuccessful applicants;

- (iii) If a posting is cancelled, written notification including reasons shall be forwarded to the Union President and Chief Shop Steward.
- (b) The Union will be notified within seven (7) working days of all appointments, hirings, layoffs, rehiring and terminations of employment and the effective date.

## **ARTICLE 16 - LAYOFFS AND REHIRINGS**

### **16.01 Layoff and Rehiring Procedures**

#### **(a) Role of Seniority in Layoffs**

Both Parties recognize that job security shall increase in proportion to the length of service. Therefore, in the event of layoff, employees shall be laid off in reverse order of bargaining-unit-wide seniority, subject to qualification and ability of the employee and the nature of the work available. An employee about to be laid off may bump a junior employee at an equal or lesser classification or rate of pay with less seniority, providing the employee exercising the right has the qualification and ability to perform the work of the employee with less seniority. The employee bumped will be the one with the least seniority within the classification. Bumping upward is not permitted. When conditions permit, an employee who has exercised bumping rights shall be entitled to return to his original position.

#### **(b) Recall Procedure**

Employees shall be recalled to positions which they are capable of performing in the order of bargaining-unit-wide seniority.

#### **(c) No New Employees**

No new employees shall be hired to fill any vacancy or occupy a new position until laid off employees within the bargaining unit have been given an opportunity of recall in accordance with the provisions of Article 16.05.

### **\*16.02 Notice of Layoff**

- (a) Where the period of layoff will be less than thirteen (13) weeks, unless any legislation is more favourable to the employees, the Employer shall provide written notification to full-time employees who are to be laid off, ten (10) working days prior to the effective date of the layoff if employed by the month, or five (5) working days if employed by the hour.

Where the period of layoff will exceed thirteen (13) weeks, the Employer shall not lay off an employee without giving the employee in writing at least two (2) weeks' notice where the employee has completed a period of employment of at least six (6) consecutive months, and after completion of a period of employment of three (3) consecutive years, one (1) additional weeks' notice, and for each subsequent completed year of employment, an additional weeks' notice, up to a maximum of eight (8) weeks' notice.

Where an employee's scheduled layoff date is extended, the employee shall receive one notice prior to the original scheduled lay-off date confirming their lay-off date has been extended and a second notice within five (5) working days of the final lay-off date confirming the final date of lay-off.

An employee who is recalled for short term employment of up to three (3) months shall receive five (5) days' notice of layoff.

Notwithstanding the above, notice shall not be required in the following circumstances:

- (i) the employee is discharged for just cause;
  - (ii) the employee is offered alternative employment with the City and has refused such employment.
- (b) The period of notice shall not coincide with the employee's annual vacation.
  - (c) When the Employer lays off an employee he may, instead of notice required to be given under 16.02(a), pay the employee severance pay equal to the period of notice required. Payment under this clause does not relieve the Employer from making any other payment to which the employee is entitled under the Employment Standards Act or the Collective Agreement.
  - (d) When a layoff exceeds twelve (12) months, the employee is deemed to be terminated.
  - (e) The employee shall notify the Employer ten (10) working days before terminating employment if employed by the month or five (5) working days if employed by the hour.
  - (f) If more than three (3) days sick leave is requested during notice of layoff period, a Doctor's Certificate may be required.
  - (g) The Employer may consider a request for voluntary layoff during times of staff reduction, provided it will not adversely affect the work schedule.

**16.03**     **Continuation of Benefits**

- (a) The Employer agrees to pay its share of the monthly premiums for up to three (3) months to the Medical Plan, Extended Health Plan and Dental Plan, for employees with one (1) or more years of service being laid off. Employees are responsible for their share of the premiums.
- (b) In the event of a layoff of longer than three (3) months, employees so affected will be given the right to continue their medical, extended health and dental plan coverage. Affected employees will be responsible for one hundred (100%) percent of the plan premiums.
- (c) Employees laid off due to seasonal fluctuations will have their share of the premiums submitted by the employer and these premiums will arrear while the employees are on layoff. Following the employee's return to work, their share of the premiums will be deducted from their pay over six (6) consecutive pay periods.
- (d) Employees who are laid off on a permanent basis (job elimination, restructuring etc.) will be required to pay their share of the premiums directly to the Employer as the premiums are due so that the Employer may submit one hundred (100%) percent of the plan premiums to the carriers.

**16.04**     **Retention of Benefits**

- (a) An employee being laid off and re-employed within twelve (12) months shall retain previous benefits earned in connection with vacations and other benefits based on length of service.
- (b) An employee being laid off for a short period of time, not expected to exceed thirty (30) working days, shall have the option of pay out or retention of earned vacation and banked overtime.

**16.05**     **Rehiring Procedure**

The Employer shall notify the employee by registered mail to return to work and the employee shall, within ten (10) calendar days of mailing such notice, return to work or make satisfactory arrangements to do so. Failure to return to work or to make satisfactory arrangements to do so, will result in loss of seniority in accordance with Article 9.04(d).

The notice shall be mailed to the last known address and it shall be the responsibility of the employee to keep the Employer informed of his current address.

16.06 Previous Experience

When the Employer needs to hire new employees, consideration will be given to applicants who were CUPE members with previous municipal experience.

**\*ARTICLE 17 - HOLIDAYS**

17.01 Statutory Holidays

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

New Year's Day	Labour Day
Family Day	Truth and Reconciliation Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. Day	

and any other day proclaimed by the Federal, Provincial or Municipal Government as a holiday for the general public.

17.02 Eligibility

All employees, except as provided in Article 9.07 (c), with fifteen (15) days of service shall qualify for pay for the holidays identified in 17.01.

17.03 Payment Procedure

(a) Payment for statutory holidays will be made to eligible full-time employees who are actively employed, including those on paid leave, as follows:

- i. If a statutory or declared holiday falls or is observed during the employee's annual vacation he shall be granted an additional day's vacation for such holiday in addition to his regular vacation time.
- ii. If a statutory or declared holiday falls or is observed on a day upon which an employee is not ordinarily employed he shall not be paid for that holiday but shall be entitled to one (1) day with pay in lieu thereof and this shall be taken on the first (1st) working day after the holiday. For employees engaged in the Community Services Department and the R.C.M.P., this shall be taken before, or with the employee's annual vacation or by mutual agreement, at the next convenient weekend off to provide the employee with a three (3) day weekend.

- iii. An employee who is required to work on a statutory holiday shall be paid at the rate of double time (2T) of his standard rate of pay for every hour worked in addition to his regular holiday pay, or take time off at a rate of double time (2T) to be scheduled by mutual agreement in accordance with the conditions of Article 14.08.

(b) Payment for statutory holidays will be made to eligible part time employees or eligible employees on layoff or leave of absence without pay as follows:

- i. An employee who has worked for fourteen (14) days within the two pay periods prior to the pay period where the statutory holiday falls, will receive holiday pay equivalent to the amount of regular pay, including vacation pay, paid in that period divided by the number of days the employee worked.
- ii. An employee who has worked for less than fourteen (14) days within the two pay periods prior to the pay period where the statutory holiday falls, will receive holiday pay equivalent to the amount of regular pay, including vacation pay, paid in that period divided by fourteen (14).
- iii. The number of days worked in the above sections includes any day the employee earned wages, excluding overtime wages.

#### 17.04 Statutory Holiday Worked

Any employee required to work on a statutory holiday, regardless of eligibility for holiday pay, will be paid at the rate of double time (2T) their rate of pay for all hours worked.

### **ARTICLE 18 - VACATIONS**

#### 18.01 Definitions and Entitlement

- (a) "Vacation" means annual vacation with pay.
- (b) "Vacation year" means the twelve (12) month period ending on the "anniversary date of employment", in each year.
- (c) Vacation credits shall be earned by all employees, except those on layoff, unpaid leave of absence in excess of two (2) weeks, absence on WCB in excess of two (2) months, or weekly indemnity in excess of two (2) months.

### Vacation Entitlement

<u>During the Year of Service</u>	<u>Per Year in Days</u>	<u>Per Pay Period In Hours (Approx.)</u>		<u>Vacation Pay As Percent Of Gross Salary</u>
		<u>7.5 Hour Working Day</u>	<u>8 Hour Working Day</u>	
1st	10	2.87	3.07	4.0%
2nd through 5th	15	4.31	4.60	6.0%
6th through 12th	20	5.75	6.13	8.0%
13th through 19th	25	7.19	7.67	10.0%
20th and over	30	8.62	9.20	12.0%

- (d) 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 the above chart. Such payment shall be made in a lump sum to each employee not later than thirty (30) days following the completion of the employee's vacation year.
- (e) All vacation requests for the months of June to September inclusive shall be submitted in writing by April 1st, each year and the vacation schedule will be posted on bulletin boards or employees may individually be notified in writing no later than April 16th. For all other months, the written request will be submitted sixty (60) days prior to the vacation period and answered in writing no later than fifteen (15) days after such request is submitted.

A shorter time period will be considered if the request is agreeable with Management and does not prevent other employees from taking their requested vacation.

In the case of overlapping of vacation requests submitted within the time limits set out, which in Management's opinion would dilute the work force too greatly, preference in choice of vacation dates shall be determined by seniority of service. In no instance shall the vacation period be any less than ten (10) consecutive working days, unless otherwise requested by the employee, provided the employee has earned the required vacation credit.

- (f) Vacation entitlement may be taken once it is accrued.
- (g) No employee may continue to work and draw vacation pay in lieu of taking vacation.

- (h) An employee may carry over into the next vacation year a maximum of ten (10) days.
- (i) Management will consider and grant vacation carry-over requests so long as the work schedule is not unduly affected and Section (e) is adhered to.

18.02 Pay Adjustment on Termination

In all cases of termination of service for any reasons, adjustment will be made for any overpayment or underpayment of vacation entitlement at date of termination.

**ARTICLE 19 - SICK LEAVE**

19.01 Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled and includes time off for visits to chiropractor, physician or dentist and where the employee is quarantined by Health Regulations or because of an accident for which compensation is not payable under the Workers' Compensation Act.

19.02 Amount of Sick Leave

After completing the probationary period with the City, all employees shall receive 1.17 days for each month worked, retroactive to the day of commencement. Unused sick leave shall be cumulative to a maximum of one hundred and seventy-two (172) days. A deduction shall be made from accumulated sick leave for all regular working days (exclusive of holidays and vacation) absent for sick leave as defined above.

19.03 Proof of Illness

A Doctor's Certificate shall be provided by the employee when claiming sick leave in excess of three (3) consecutive working days if requested by the Employer. The Employer shall pay the cost of the doctor's certificate. The Union, through its Shop Stewards, and Management agree to work together in solving problems with employees abusing sick leave.

#### 19.04 Notification

Employees working in the Community Services Department claiming sick leave shall notify their Divisional Manager or Foreman or Supervisor one (1) hour prior to the commencement of their shift on the day in which the sick leave is being claimed, except when not reasonably possible. All other Schedule "B" and "C" employees claiming sick leave shall notify the Employer not later than the time of commencement of their shift. Schedule "A" employees claiming sick leave shall notify their Foreman or Supervisor one (1) hour in advance of commencement of their shift. In the event the Foreman or Supervisor cannot be contacted, a message shall be placed on the Service Centre number, (250) 561-7600, indicating the employee's name, division, reason for request and time of notification. Schedule "A", "B" and "C" employees must call in on each working day of their illness unless their date of return to work is previously known and they have advised their supervisor.

#### 19.05 Sick Leave During Leave of Absence

When an employee is given leave of absence without pay for any reason or is laid off on account of lack of work and returns to the service of the Employer upon expiration of such leave of absence or layoff, he shall not receive sick leave credits for the period of such absence, but shall retain his accumulated credits, if any, existing at the time of such leave or layoff.

#### 19.06 Sick Leave Without Pay

Sick leave without pay may be granted to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted.

#### 19.07 Sick Leave Records

A record of all unused sick leave will be kept by the Employer.

#### 19.08 Cash Payment

- (a) As an incentive to accumulate sick days during an employee's tenure of employment, the following schedule of payout of accumulation of sick days shall apply:
  - (i) On termination - twenty-five (25%) percent;
  - (ii) As an incentive for early retirement between fifty-five (55) and sixty-five (65) years, with a minimum of ten (10) years service with the Employer - fifty (50%) percent;

- (iii) Retirement at sixty five (65) years or older , with a minimum of ten (10) years' service with the Employer - fifty (50%) percent.
- (b) The employee may request payment of accrued sick leave as:
  - (i) a lump sum payment at the time of termination or retirement; or
  - (ii) held over to the next taxation year; or
  - (iii) converted into a paid pre-retirement vacation equivalent.

19.09 Supplementation of Compensation Award

- (a) All employees shall be covered by the Workers' Compensation Act. An employee with accrued benefits prevented from performing his regular work with the Employer on account of an occupational accident that is covered by the Workers' Compensation shall receive from the Employer the difference between the amount payable by the Workers' Compensation Board and his 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 benefits permit. On approval of the insurable claim and payment of the W.C.B. cheque to the Employer, the employee's accrued benefits will be credited in the appropriate amount.
- (b) To receive his regular salary, the employee shall assign the W.C.B. cheque to the Employer. The difference in remuneration between the employee's regular salary and the W.C.B. benefits shall be deducted from accrued benefits.
- (c) Where the employee has no accrued benefits or has used up those that were available, then the W.C.B. 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 three (3) months from the expiry date of accrued credits. Seniority only shall continue until the W.C.B. 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) For Income Tax purposes the Employer agrees to provide a letter stating the total compensation the employee has received from the W.C.B. for the year.

**19.10 Family Illness**

In the cases of illness of the spouse or a child of an employee, when no one at home other than the employee can provide for the needs of the ill person, the employee shall be entitled, after notifying the Employer, to use up to a maximum of three (3) consecutive days at any one time of accumulated sick leave for this purpose.

**19.11 Sick Leave Reimbursement**

Where any employee receives reimbursement for lost salary from any third party for any absence, the employee shall reimburse the employer for all equivalent sick leave paid during such absence and the employee shall be re-credited any sick leave credits.

**ARTICLE 20 - JOB SECURITY**

**20.01 Equipment Hiring and Replacement**

The Employer shall utilize City-owned equipment and operators to the fullest extent possible. Private equipment will not be hired when the regular qualified employees and City equipment are available to perform the work required by the Employer.

A copy of the Capital Acquisitions section of the Provisional Budget which details proposed fleet acquisitions and deletions shall be given to the Union immediately after presentation to City Council, and management will explain the intent to the Union. Any equipment changes outside the yearly adopted budget shall be communicated to the Union prior to the change.

**20.02 Contracting Out**

In order to provide job security for the members of the Bargaining Unit, the Employer agrees that no employees shall lose their job as a result of contracting out.

With written consent of both Parties, a service performed by the municipality may be tendered, and if as a result of award of such contract working employees are displaced, the provisions of Article 20.03, Technological Change, shall apply.

### 20.03 Technological Change

- (a) The Employer will give to the Union at least ninety (90) days' notice of any intended technological 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 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 16.01.
- (c) Where new or greater skills are required than under the present methods of operation, the Employer shall make reasonable effort to retrain such employees over a period not to exceed one (1) 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 in accordance with Article 24.
- (d) No additional employees shall be hired by the Employer in the department in which technological 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 change shall be discussed between the bargaining representatives of the two (2) 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 11 of this Agreement, bypassing all other steps in the grievance procedure.
- (g) The arbitration board shall decide whether or not the Employer has introduced or intends to introduce a technological change, and upon deciding that the Employer has or intends to introduce a technological change the arbitration board may make any one or more of the following orders:
  - (i) that the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;

- (ii) that the Employer will not proceed with the technological change for such period, not exceeding ninety (90) days, as the arbitration board considers appropriate;
- (iii) that the Employer reinstate any employee displaced by reason of technological change;
- (iv) that the Employer pay to that employee such compensation in respect of his displacement as the arbitration board considers reasonable.

## **ARTICLE 21 - LEAVE OF ABSENCE**

### **21.01 Leave of Absence for Union Business**

- (a) Leave of absence without pay and without loss of seniority shall be granted upon fifteen (15) days' written notice to the Employer for employees elected or appointed to represent the Union at executive and committee meetings of the Canadian Union of Public Employees, its affiliated or chartered bodies, at the provincial level, Union conventions, and at the Local level.
- (b) Fifteen (15) days' notice shall not be required in the case of leave of absence for the Presidents of each Local or other members elected or appointed to the B.C. Division of CUPE or the B.C. Federation of Labour, to attend emergency or unscheduled meetings. In this instance, forty-eight (48) hours' notice shall be required.

### **21.02 Bereavement Leave**

On the death of a member of a regular full-time or regular part-time employee's immediate family, the employee will be granted on request an appropriate leave of absence up to a maximum of three (3) days without loss of pay. Members of the employee's immediate family are defined as spouse, parent, child, brother, sister, parent-in-law, brother-in-law, sister-in-law, grandparent, and grandchild.

One (1) additional day off without loss of pay may be granted when travel is required or under special circumstances.

In the case of death of an employee's spouse or child, the maximum five (5) days bereavement leave shall be granted and be separate from vacations or other approved leaves of absence.

Reasonable additional unpaid leave shall be granted on request.

### 21.03 Mourner's Leave

Employees who request leave to participate as pallbearers or active participants in a funeral ceremony shall make such a request in writing and the Employer shall allow one (1) day leave with pay.

### 21.04 Jury Duty

- (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 regular earnings and the payment he receives for jury service or Court witness, excluding payment for travelling, meals or other expenses. 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 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 supervisor at least twenty-four (24) hours prior to the Court reporting time and will continue to keep his supervisor informed regarding the length of the Court assignment.

### 21.05 General Leave of Absence

- (a) The Employer shall grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause. Such request to be in writing, and the employee provide at least ten (10) working days advance notice, except in emergencies. General leave shall be restricted to a maximum of two (2) weeks. Extension beyond two (2) weeks shall be granted subject to operational requirements of the Employer. Good and sufficient cause shall mean: pressing personal, family, legal and financial affairs, extended vacations or education.
- (b) The Employer shall continue to pay its share of the premiums for the Medical Plan, Extended Health and Dental Plans, Weekly Idemnity, Group Life and Accidental Death & Dismemberment insurance plans during a leave of up to two (2) weeks, subject to approval by the plan carrier. Employees wishing coverage for leaves longer than two (2) weeks shall pay the full amount of premiums and their coverage shall continue subject to the plan carrier approval.

**\*21.06 Maternity and Parental Leave for Birth or Adoption**

The Employer will grant unpaid leaves of absence in accordance with the provisions set out below:

(a) All requests for maternity and parental leave shall be given to the Employer in writing at least four (4) weeks prior to the expected commencement of the leave. The written request will be accompanied by a medical practitioner or nurse practitioner's certificate or other evidence of the employee's entitlement to the leave if requested by the Employer. Unless there are exceptional circumstances, employees will be required to stay off duty for the full amount of leave requested. If there are exceptional circumstances, the Employer may accept the employee back in advance of the original end date with one month's notice from the employee of their intention to do so.

(b) **Maternity Leave**

(i) Maternity leave shall cover a period of up to seventeen (17) weeks for the birth of a child. Leave will commence no earlier than thirteen (13) weeks prior to the expected birth date and no later than the actual birth date.

(ii) An employee may request up to six (6) consecutive weeks' leave in the event of the termination of a pregnancy, beginning on the date of termination of the pregnancy. A written request in advance of the leave is not required in this instance.

(iii) An employee on a maternity leave may request up to an additional six (6) weeks' leave if, for reasons related to the birth or termination of the pregnancy, the employee is unable to return to work when the original leave period ends.

(c) **Parental Leave**

(i) An employee may apply for up to sixty two (62) consecutive weeks' leave after the birth or adoption of a child.

(ii) For an employee who was granted a maternity leave in respect to the child, this leave shall commence at the end of the maternity leave period.

(iii) For an employee who was not granted a maternity leave in respect to the child, the leave must begin within seventy eight (78) weeks after the birth of the child or within seventy eight (78) weeks after the child is placed with the employee in the case of an adoption.

- (iv) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, an employee may apply for up to an additional five (5) consecutive weeks' leave to commence immediately after the leave set out in subsection (c)(i) above.
- (d) While on maternity and/or parental leave employees shall retain their seniority status under this Collective Agreement.
- (e) During the period of maternity and/or parental leave, the Employer shall continue to pay its share of the Medical Services Plan, Dental Plan, Extended Health Plan, Group Life Insurance, Weekly Indemnity and Accidental Death and Dismemberment Plans. Employees have the option of purchasing pensionable service for the duration of their leave from Municipal Pension Plan (the Plan) in accordance with the Plan's current rules and deadlines.

#### **21.07 Leave of Absence for Full Time Union or Public Duties**

- (a) The Employer recognizes the right of an employee to participate in Public Affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay so that the employee may be a candidate in a publicly-elected body. The maximum time off would be from date of nomination to the day of confirmation by the Returning Officer of the election results.
- (b) An employee elected to Federal or Provincial office shall be allowed continuous leave of absence without loss of seniority and without pay during his 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, on two (2) months written notice to the Employer, leave of absence without loss of seniority for a period in excess of one (1) year. For periods of less than one (1) year, the Employer, on receipt of two (2) months written notice, may grant such leave to employees filling key positions who would be difficult to replace for short periods of time and the Employer agrees, in such cases, to discuss the situation with the Union. However, the employee shall give the Employer, prior to returning to the employment of the City, a written request sixty (60) days prior to the particular date. During such leave the employee shall be removed from the City payroll and the Union shall be responsible for the employee's remuneration and benefits.

21.08 Search and Rescue and Volunteer Firefighter Leave

Approved employees shall be granted three (3) days paid leave per year (to a maximum of fifteen (15) days per year for all CUPE employees) and five (5) days unpaid leave per year to participate in searches or fight fires within the Fraser/Fort George and Bulkley/Nechako Regional Districts' boundaries. Leave approval is subject to operational requirements but shall not be unreasonably withheld.

\* 21.09 Statutory Leave

The Employer will grant other leaves of absence not set out in this Article if provided by Part 6 of the British Columbia Employment Standards Act (the Act) as amended from time to time. All provisions of the Act relating to the leave including eligibility, notification and benefit continuation will apply.

**ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES**

22.01 Pay Days

- (a) Employees shall be paid every second (2nd) Friday in accordance with Schedules "A", "B" and "C" attached hereto and forming part of this Agreement.
- (b) General wage rate increases shall be applied as of the first day of the pay period in which the effective date falls.

22.02 Job Classification Payment (Schedule "A")

Employees shall be paid the rate as set out in Schedule "A" for the work performed. In the event an employee is required to work in more than one (1) job classification during a shift for a period of at least two (2) hours in each classification and providing the employee is qualified to work in such classification, he shall be paid for the entire shift at the highest rate worked during that shift.

22.03 Equipment Operators During Breakdown (Schedule "A")

Equipment operators in the categories Grades Two (II), Three (III), Four (IV) and Five (V) and Truck Drivers Grades Three (III) and Four (IV) taken off a machine due to scheduled maintenance or equipment breakdown not resulting from willful damage or negligence on the part of the operator, will be reassigned to another piece of equipment or other duties and his normal operating rate paid for a maximum period of twenty-five (25) regular working shifts. In the event the operator is not assigned to an alternative piece of equipment the operator may be assigned work in the City Shop and the operator will undertake to carry out the assigned work. If such Shop work is refused by the machine operator or truck driver, their pay will immediately revert to the pay grade for whatever work is assigned them. The City will provide spare sets of tools for operators assigned to Shop work and the operator shall be responsible for the tools while in his custody.

22.04 Transfer to Lower Classification (Schedule "A")

(a) Rate Protection

- (i) Employees with less than five (5) years seniority who have been continuously employed in a specific category for forty-four (44) working days or longer and who are transferred to a lower classification shall suffer no reduction in wages for a period of twenty-five (25) working days.
- (ii) Employees with more than five (5) years seniority being continuously employed in a specific category for sixty (60) working days or longer and who are transferred to a lower classification shall suffer no reduction in wages during the period of employment in the lower classification.
- (iii) "Days" shall be defined for the purpose of this clause as being those days on which the employee is present at work and paid at a specific classification rate. Such qualifying days shall include statutory holidays, but not those days on which the employee worked less than six (6) hours.
- (iv) Employees who have lost their statutory qualifications to perform their duties or have been demoted as a disciplinary measure, shall not benefit from the rate protection provisions set out above but shall immediately be paid in conformance with the work being performed and with Schedule "A". On regaining statutory qualification the employee shall be returned to his job classification and pay rate provided the loss of qualification is the only such circumstance during a period of twenty-four (24) calendar months previous to the loss.

(b) Reappointment

The Employer is not required to post higher rated job vacancies when employees who have been previously qualified with the City or who are presently being paid for that classification are working at lower rated positions. Such appointed promotions shall be carried out consistent with the seniority provisions of the Collective Agreement.

22.05 Salary Increment (Schedules "B" &"C")

- (a) When an employee is promoted to a higher classification on a permanent or limited duration basis, he shall move to the probationary step of the new pay grade or, if that rate of pay is less than his current rate of pay, to the non-probationary step.
- (b) Employees who are initially placed in the probationary step of the new pay grade shall move to the non-probationary step upon successful completion of their probationary period.

22.06 Pay When Terminating By Resignation

The employer must pay all wages owing to an employee within six (6) days after the employee terminates employment.

22.07 Shift Differential

Employees who work on the afternoon shift shall receive fifty (50) cents per hour over their regular hourly rate for all hours worked. Employees who work on the night shift shall receive seventy five (75) cents per hour over their regular hourly rate for all hours worked. Shift premiums will apply to overtime hours worked in conjunction with a shift qualifying for shift premiums, but such premiums shall not be computed in the overtime rates. Shift premiums do not apply to call outs.

For the purpose of determining shift differentials, an afternoon shift commences between the hours of 1:00 p.m. and 9:59 p.m. and a night shift commences between the hours of 10:00 p.m. and 4:59 a.m. Part-time employees whose shifts end by 5:00 p.m. shall not receive afternoon shift differential. All hours worked will be paid the appropriate shift premiums.

22.08 Sunday Premium

A premium of five (5%) percent shall apply to the regular rate of pay for all work performed on Sundays where that day falls within the employee's regular shift.

22.09 Standby Pay

- (a) Employees engaged in standby emergency duty shall receive fourteen (14) hours pay at their regular rate of pay for each calendar week of standby duty. The employee shall remain within the City limits or, with the consent of his supervisor, within a reasonable distance, during the term of his standby duty, in order to carry out his duties. This consent shall not be unreasonably withheld. He shall also keep pager or other communication equipment with him at all times and shall respond promptly to any call. Regular call out provisions shall apply for emergency work performed. When a statutory holiday falls within the standby week the standby pay shall be increased by two (2) hours for each statutory holiday.
- (b) Employees engaged in standby emergency duty under the terms of Article 22.09 (a) shall receive two (2) additional hours pay at their regular rate of pay for each week of standby duty to compensate for all time spent coordinating work over the telephone when reporting to a worksite is not necessary. If an employee is assigned stand-by duties for less than a full week, the two hours of additional pay for coordinating work over the telephone will be prorated and rounded up to the nearest full hour.

\*22.10 Dirty Pay

Dirty pay in the amount of forty (40) cents per hour will be paid in addition to the regular rate of remuneration for a minimum payment of two (2) hours when an employee is required to work under conditions which would subject clothing and protective equipment supplied by the employee to abnormal wear and tear or subject the person of the employee to working conditions which are unusually objectionable. This would include coming in contact with hot mix asphalt, asphalt emulsions, raw sewage, sewage sludges, sandblasting or spray undercoating of vehicles, digging up graves for disinterment, bulldozing fires and repair work inside garbage truck packers and when working as a Swamper on the Vactor Truck when the Vactor is engaged in sanitary sewer operations. Approval of "dirty pay" shall be at the discretion of the Foreman and the direct management supervisor.

Up to three (3) employees engaged in the exhumation of a body or clean-up following a fatality shall be paid an additional forty dollars (\$40) bonus for such work and, following the exhumation or clean-up, shall be allowed to take the rest of the day off with pay. In addition, counselling services will be made available on paid time for these employees as required.

## **22.11 Improvement in Qualification**

When an employee improves his qualification through any training method, whether on-the-job training or through his own efforts, he may, on or after receiving certification of qualification, apply for any vacant position arising and posted. Employees obtaining higher qualification are not entitled to bump or replace existing permanent employees by reason of improved qualification. Classification and rate of pay of an employee improving his qualification shall remain consistent with the classification in which work is actually done until assignment to a higher-rated position.

## **ARTICLE 23 - BENEFITS**

It is agreed that the levels of benefits provided will be as follows and will at no time fall below the levels of benefits provided December 31, 2001, plus improvements, except by mutual agreement of the Parties.

### **23.01 Group Life Insurance**

- (a) Employees shall participate in mutually agreeable Group Life, Accidental Death and Dismemberment, and Weekly Indemnity plans. The Employer will pay one hundred (100%) percent of the monthly premium.

Coverage ceases for Accidental Death and Dismemberment insurance at age eighty (80).

- (b) Weekly indemnity shall be sixty-six and two-thirds (66 2/3%) percent of weekly earnings to a maximum of \$700.00 per week and shall be payable for a maximum of twenty-six (26) weeks.
- (c) The Life Insurance policy face value shall be fifty-five thousand dollars (\$55,000) death and fifty-five thousand dollars (\$55,000) accidental death and dismemberment for regular part-time employees and seventy-five thousand dollars (\$75,000) death and seventy-five thousand dollars (\$75,000) accidental death and dismemberment for regular full-time employees. Accidental death and dismemberment insurance continues for all covered employees up to a maximum age of eighty (80) years.
- (d) In case of illness, the Employer will pay premium contributions for three (3) months after Weekly Indemnity expires or one (1) year after commencement of illness, whichever is longer.

## 23.02 Optional Life Insurance

### (a) Employee and Spousal Optional Life

#### (i) Benefits Available

Employees may apply for optional life insurance for themselves and their spouses. Employee and spousal optional life is available in units of \$10,000. The minimum amount of insurance is \$10,000 per person and the maximum amount of insurance is \$500,000 per person.

#### (ii) Premium Cost

Employees pay premiums for employee and spousal optional life through payroll deductions.

### (b) Dependent Optional Life

#### (i) Benefits Available

Employees may apply for dependent optional life insurance. Dependent optional life insurance provides a flat benefit of \$15,000 for each eligible dependent child.

#### (ii) Premium Cost

Employees pay premiums for dependent optional life through payroll deductions.

## 23.03 Pension Plan

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

## \*23.04 Medical Insurance

The Employer shall pay one hundred (100) percent of the premiums of the Medical Services Plan of British Columbia for all eligible employees. In case of illness, the Employer will pay premiums for three (3) months after Weekly Indemnity expires or one (1) year after commencement of illness, whichever is longer.

## \*23.05 Dental Plan

The Employer agrees to provide a dental plan for which the Employer pays one hundred (100%) percent of the premium.

Coverage shall be as follows: Plan A (Basic Services) - 100%; Plan B (Major Restorative Services) - 80%; Plan C (Orthodontics) - 50%.

Plan A covers services for the care and maintenance of teeth, including procedures to restore teeth to natural or normal function. Eligible expenses include diagnostic services, preventive services, restorative services, endodontics, periodontics, prosthetic repairs and surgical services.

Plan B covers services for the replacement of missing teeth or reconstruction of teeth where basic restorative methods cannot be used satisfactorily. Plan B includes prosthodontic and restorative services such as veneers and crowns.

Plan C covers orthodontic services. The Plan C lifetime maximum is \$4,000 per insured. Effective January 1, 2023, the Plan C lifetime maximum is \$5,000 per insured.

Dental coverage for new employees shall commence after six (6) months' service.

In case of illness, the Employer will pay premium contributions for three (3) months after Weekly Indemnity expires or one (1) year after commencement of illness whichever is longer.

#### 23.06 Employee and Family Assistance Program

The Employer shall pay one hundred percent (100%) of the cost of an agreed Employee and Family Assistance Program.

The Union agrees that all employees' Employment Insurance premium reductions or rebates shall be used by the City to assist in funding the Employee and Family Assistance Program.

#### \*23.07 Extended Health Plan

The Employer shall pay one hundred (100) percent of the premiums of an extended health plan for eligible employees. Deductible is \$50 per single or family each calendar year. With the exception of vision care, reimbursement is eighty (80%) percent of in-province eligible expenses and out-of-province non-emergency eligible expenses. Vision care reimbursement is one hundred (100%) percent of eligible expenses. After \$1,000 has been paid for a person in a calendar year, further eligible expenses for that person within that year will be reimbursed at one hundred (100%) percent subject to the plan maximums. Reimbursement is one hundred (100%) percent of out-of-province emergency eligible expenses. The maximum amount of benefits payable for a member or dependent is \$5,000,000.

### In-Province Eligible Expenses

The plan covers reasonable and customary charges for the following In-Province services and supplies when medically necessary, and prescribed, ordered, or referred by a physician. For further information concerning Extended Health Plan eligible expenses, please refer to your Group Benefits booklet.

- (a) Drugs and medicines dispensed by a licensed pharmacist or physician in a quantity the carrier considers reasonable. Pay Direct Card provided.
- (b) Prescription smoking cessation drugs. The lifetime maximum is \$600 per insured.
- (c) Prescription birth control.
- (d) The additional charge for semi-private or private room accommodation in a hospital and the coinsurance charge of the extended care unit of a hospital.
- (e) Emergency ambulance services.
- (f) Professional services of the following practitioners to the maximum amounts indicated per calendar year

Chiropractor/naturopath combined	\$350
Physiotherapist/massage practitioner combined	\$400
Podiatrist	\$250
Speech language pathologist	\$250
Clinical Psychologist	\$250
Acupuncture when rendered by a physician	\$250

Effective January 1, 2023

Chiropractor/naturopath combined	\$450
Physiotherapist/massage practitioner combined	\$500
Podiatrist	\$350
Speech language pathologist	\$350
Clinical Psychologist	\$350
Acupuncture when rendered by a physician	\$350

Private duty care by a registered nurse for a person with an acute condition in a hospital. The maximum is seven hundred twenty (720) hours of such services per calendar year.

- (g) Dental treatment by a dentist for the repair or replacement of natural teeth which is required, performed, and completed within fifty-two (52) weeks after an accidental injury which occurred while covered under the extended health plan.

- (h) **Medical aids and supplies – charges for the following and other services and supplies.**
  - (i) **Custom fitted orthopedic shoes and modifications to stock item footwear to a maximum of \$500 in a calendar year period for an adult and \$300 in a calendar year period for a child. Effective January 1, 2022, coverage will include orthotics and the maximum increases to \$600 in a calendar year period for an adult and \$300 in a calendar year period for a child.**
  - (ii) **Hearing aids to a maximum of \$2,000 in a five (5) calendar year period. Effective January 1, 2023, maximum increases to \$5,000 in a five (5) calendar year period.**
  - (iii) **Vision care coverage of one hundred percent (100%) of \$500 per twenty four (24) calendar months. Effective January 1, 2023, vision care coverage increases to \$700 per twenty four (24) calendar months.**
  - (iv) **Eye examination coverage of one hundred percent (100%) of \$100 per two (2) calendar years.**
  
- (i) **Charges for standard durable medical equipment.**

#### **Out-of-Province Non-Emergency Eligible Expenses**

The carrier will reimburse the employee and his dependents for non- emergency eligible expenses incurred while travelling outside of British Columbia, subject to the deductible, in-province reimbursement percentage, and maximums on the same basis as if the claim occurred in British Columbia.

#### **Out-of-Province Emergency Eligible Expenses**

While travelling outside of British Columbia, benefits are payable for the following expenses incurred in an emergency only: local ambulance services; hospital room charge and charges for services and supplies when confined as a patient or treated in a hospital, to a maximum of ninety (90) days; physician, laboratory and x-ray services; prescription drugs in sufficient quantity to alleviate an acute medical condition; and other emergency services and/or supplies, if the carrier would have covered them inside British Columbia.

### **Emergency Travel Assistance**

In emergencies which occur while the employee and his dependents are travelling, the carrier will coordinate the following services: locate the nearest appropriate medical care; obtain consultative and advisory services and supervision of medical care by qualified licensed physicians; investigate, arrange and coordinate medical evacuations and related transportation needs; arrange and coordinate the repatriation of remains; replace lost or stolen passports, locate qualified legal assistance and local interpreters, and other incidental aid the employee and/or his dependent may require when in distress.

In case of illness, the Employer will pay premium contributions for three (3) months after Weekly Indemnity expires or one (1) year after commencement of illness, whichever is longer.

### **23.08 Benefits Advisory Committee**

A committee, comprised of two (2) CUPE Local 399, two (2) CUPE Local 1048, and four (4) management representatives will meet quarterly, or as required, to review options for the cost-effective management of the benefit plans.

The Employer shall provide copies of the benefits contracts to the committee members.

## **ARTICLE 24 - JOB RECLASSIFICATION AND CLASSIFICATION**

The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change significantly enough to warrant a review. When the duties in any classification are substantially increased or when any position not covered by schedules "A", "B" or "C" is established during the life of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the Parties are unable to agree as to the classification or rate of pay of the job in question, such dispute shall be submitted to arbitration. The new rate shall become retroactive to the time the position first was filled by an employee. Existing classifications shall not be eliminated or changed without prior consultation with the Union.

## **ARTICLE 25 - SEVERANCE PAY**

If, as a result of the Employer ceasing all or part of its operations, or if by reason of any changes in operating methods the Employer is unable to provide work for any employee so displaced with five (5) or more years of service, at the same regular rate of pay in comparable class of work, the employee shall be given thirty (30) days' notice and severance pay on the basis of one (1) week's pay at the rate of the position last occupied for every year of completed service with the Employer.

Employees with less than five (5) years' service shall receive notice or severance pay in the amount of three (3) days for each completed year of service.

Severance pay will apply to all regular employees terminated for any reason other than for just cause. Severance pay or notice will not apply in cases of temporary layoff.

An employee laid off without the prescribed notice may elect to claim the portion of severance pay due and be terminated or be placed on a recall list for a period of twelve (12) months. This election must take place within a period of three (3) calendar days of the date of layoff or the employee will automatically be placed on the recall list.

## **ARTICLE 26 - PROTECTIVE CLOTHING AND UNIFORMS**

### **26.01 Protective Clothing**

The Employer shall supply protective clothing as follows when necessary for employees to carry out their assigned duties:

- (a) Water and Sewer crews - rubber suits, rubber boots, gloves or mitts, coveralls.
- (b) Garbage crews - coveralls, rubber and leather gloves or mitts.
- (c) Shop Mechanics - coveralls.
- (d) Guards at the R.C.M.P. Detachment - two long-sleeved shirts, two (2) short-sleeved shirts, two (2) pairs of pants, and gloves to be used when searching incoming prisoners.
- (e) Animal Pound employees - rubber boots and coveralls to be used when cleaning out the animal pound.
- (f) Asphalt crews, cement crews and welders - gloves appropriate for the work.
- (g) Truck Drivers and Equipment Operators - coveralls.
- (h) Gardening crews - knee pads
- (i) Suitable similar protective clothing to other employees under special circumstances when considered necessary by their supervisors.
- (j) Employees performing traffic control – high visibility jackets – type chosen in consultation with affected employees.

All articles of protective clothing shall remain the property of the Employer. Employees who lose the protective clothing issued to them will be responsible for replacement but would not be responsible for replacement if the loss is due to no fault of their own nor from normal wear.

Worn out clothing will be returned to the Employer before a reissue is made.

Employees working on any unsanitary or dangerous jobs have the right to request that they be supplied with all the necessary tools and safety equipment.

## 26.02 Uniforms

- (a) Probationary Parking Control Officers, Animal Control Officers and Bylaw Officers shall receive two (2) pairs of black pants and two (2) shirts. Additionally, employees will receive either one (1) light jacket or one (1) winter coat based upon seasonal need. Following successful completion of the probationary period, the employee will receive the other piece of outerwear needed to complete their uniform issue. All employees in these classifications shall receive a maximum of \$100 per year as reimbursement towards the purchase of black footwear, along with a set of boot spikes or grips to be used during winter conditions.

Parking Control Officers shall receive one (1) set of rain gear.

Uniform articles shall be replaced when normal wear dictates replacement, but normally no more frequently than once per year.

- (b) The Meter Reader shall be provided with one (1) light jacket and one (1) winter coat.
- (c) Custodial and event staff working in arena facilities during events and who are expected to interact with the public shall be provided with a jacket.
- (d) Post-probationary regular full-time and part-time lifeguards and aquatic leaders will receive one (1) pair of shorts per year upon request, and an annual swimwear allowance of \$75.00.
- (e) All uniform articles remain the property of the City.

**\*26.03 Safety Boot Allowance**

Effective January 1, 2018 each employee required by the W.C.B. of B.C. to wear safety boots will receive an annual boot allowance of one hundred (\$100) dollars. Effective January 1, 2022 each employee required by the W.C.B. of B.C. to wear safety boots will receive an annual boot allowance of two hundred (\$200) dollars.

**ARTICLE 27 - GENERAL CONDITIONS**

**27.01 Proper Accommodation**

Proper accommodation shall be provided at the Employer's place of business for employees to have their lunch and keep their clothes worn that day.

**27.02 Bulletin Boards**

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

**27.03 Picket Line and Essential Services**

Just cause for discharge or suspension shall not include refusal of an employee to cross the picket line of a legal strike. Essential services defined as police, ambulance and fire shall be maintained, and other essential services, mutually agreed by both Parties shall also be maintained.

**27.04 Liability Policy**

The City agrees to continue to carry the Comprehensive Liability policy which covers all employees in the performance of their Municipal duties.

**\*27.05 Continuation of Benefits During Strike or Lockout**

The provisions of this Agreement shall continue to apply in the matter of seniority, medical plan, dental plan, and life insurance plan. The Employer agrees to pay the medical plan, dental plan, extended health coverage and life insurance plan premiums and to recognize seniority status, during any period of legal strike or lockout.

**27.06 Employees with Disabilities**

- (a) The City of Prince George recognizes that employment of individuals with disabilities is desirable and every effort should be made to facilitate such employment in suitable positions. It is further recognized that training and/or experience oriented special programs are beneficial to individuals with disabilities and that the City and the Canadian Union of Public Employees, Locals 399 and 1048 shall cooperate with placements where such programs can be accommodated.
- (b) Employees who have given long and faithful service, or who have been physically injured in the employ of the City, or, after a prolonged illness, which leaves them unable to carry out their previous duties, will be given preference of such other work as may be available at the prevailing rate of such work, providing the employee is able to perform the duties or can be reasonably trained to perform the duties.
- (c) The methods to facilitate placement of new employees with disabilities shall be as follows:

Vacancies will be posted (except those specified in Articles 9.08 and 15.01 (d) of the Collective Agreement) and positions will be filled on the basis of qualifications, ability, and seniority. The Human Resources Department will place job postings on internal bulletin boards. In addition it will advertise job vacancies on the City's website and, as required, in the newspaper.

If there are no internal applicants who qualify for selection, the Employer may hire an external applicant providing he or she is more qualified than any of the internal applicants are.

Where no significant difference exists in the qualifications of external candidates for a position, an applicant with a disability will receive preference over an applicant without a disability.

- (d) Conditions or benefits provided by the Collective Agreement may have to be modified by mutual agreement to facilitate employment for individuals with disabilities. i.e. on a case by case basis, consideration may be given to and agreement reached concerning such items as: altering job requirements; paying special wage rates in certain circumstances; providing accessibility and/or special working arrangements and waiving certain benefits if required. In facilitating employment of individuals with disabilities, it is not intended that provisions of the Collective Agreement be superseded. In the absence of mutual agreement to the contrary, the Collective Agreement would govern.

27.07 Tool Insurance

- (a) The Employer shall replace tradesmen's tools of equal quality lost on the Employer's premises through fire or through theft provided evidence of such can be supplied.
- (b) Employees will provide suitable tool boxes with locks and will store tools in a secure and approved manner in a location provided by the Employer.
- (c) Employees will provide the Supervisor with an up-to-date tool list annually.

27.08 Service Time

Where the Employer requires equipment to be serviced, or necessary book work to be completed, this time will be considered paid time.

27.09 Job Related Liability Protection

Any employee may request from Management the services of the City Solicitor or other solicitor of the Employer's choice at no cost to the employee with respect to any action or suit commenced against the employee arising from any acts or omissions committed by the employee during the course of his employment provided that this provision shall not apply:

- (a) if the acts or omissions alleged to have been committed by the employee constitute a breach of the terms of employment, or
- (b) if the acts or omission committed by the employee constitute a breach of any conditions, statutory or otherwise, of any insurance policy which would otherwise be applicable.

The provisions of the above paragraph shall be without prejudice to any right of subrogation or indemnity that the Employer may have against the employee.

**27.10 Copies of Agreement**

The Union shall have sufficient copies of the Collective Agreement printed in booklet form and agrees to pay fifty (50%) percent of the total cost. The Employer agrees to pay the remaining fifty (50%) percent of the total cost. The Employer agrees to indicating changed Articles of the Collective Agreement by means of an asterisk (\*).

**27.11 Access to Personnel Files**

On reasonable advance notice, an employee shall not be denied access to review his/her personnel file. The Union shall have the right, on behalf of the employee, to respond in writing to any document contained therein. Such reply shall become part of the permanent record. Upon request, the employee shall receive a copy of any document in the file.

**27.12 Timesheets**

When an employee's timesheet is revised, he shall be provided with a copy of the altered timesheet.

**27.13 Aquatic Report Card Preparation Time**

Employees required to complete aquatic report cards will receive three (3) minutes of regular pay per card. Employees will identify this paid time on their timesheets.

**ARTICLE 28 - HEALTH AND SAFETY**

**28.01 Compliance with Workers' Compensation Act of B.C.**

(a) The Employer and employees will cooperate to assure safe working conditions and devise plans for the furtherance of safety measures. Equipment and devices mutually agreed upon to be provided by the Employer.

(b) The Health and Safety Committee shall continue to operate in compliance with the Workers' Compensation Act and Regulations.

**28.02 Injury Pay Provisions**

An employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury shall receive regular pay until the end of the shift. Any additional necessary time off work will be paid from accumulated sick leave or by the Workers' Compensation Board B.C.

28.03 Transportation of Employees

Transportation to the nearest physician or hospital for employees requiring medical care during working hours as a result of a serious illness shall be at the expense of the Employer.

28.04 Right to Refuse Hazardous Work

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

An employee's refusal to carry out hazardous work shall be in compliance with the Workers' Compensation Act of B.C.'s Occupational Health and Safety Regulations.

No employee shall be subject to disciplinary action because he has acted in compliance with the foregoing paragraphs or an order by the board.

28.05 Safety Information

The Safety Committees shall be provided with all accident reports and safety information known to the Employer regarding potentially hazardous substances utilized in the workplace.

28.06 Immunization

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

28.07 First Aid Attendants

- (a) The City will maintain a pool of First Aid Attendants who hold a minimum of a current Occupational First Aid Level II certificate.
- (b) First Aid Attendants in the pool shall receive a premium of seventy-five (75) cents per hour on all hours paid in addition to their regular hourly rate of pay regardless of whether they are the designated First Aid Attendant or not. This premium is already reflected in the Yardperson/First Aid Attendant wage identified in Schedule "A".
- (c) The City will pay the cost of wages and fees to obtain Level II certification and recertification to the First Aid Attendants in the pool.

(g) Selection

When selecting First Aid Attendants to the pool, in addition to considering qualifications, ability and seniority per Article 15.02, the following criteria shall apply:

- (i) whether the employee's other work is such that he will be able to promptly render first-aid in a clean and sanitary condition;
  - (ii) whether his other work is such that he will not be prevented from seeing or hearing any summons indicating his services are required;
  - (iii) whether his other work will enable him to provide designated First Aid Attendant duties in the areas required by the City; and
  - (iv) if bargaining unit members are not available to act as First Aid attendants, the City may meet its first aid requirements internally or externally as it sees fit.
- (h) Maintenance in the pool will be contingent upon maintaining a valid Level II certification and meeting the requirements set out in paragraph (d).
- (i) All other employees holding a valid Occupational First Aid Level II certification shall receive twenty five (25) cents per hour in addition to their regular wage. The City will require these Employees to act as designated First Aid Attendants in the absence of employees in the pool. When acting as designated First Aid Attendants, employees shall receive the seventy-five (75) cents per hour premium.

## **ARTICLE 29 - EMPLOYEE DEVELOPMENT**

### **29.01 Employee Requested**

#### **Tuition**

Upon submission of proof of successful completion of a pre-approved course, the Employer shall reimburse the cost of the course fee, books and materials in accordance with the terms of the City's Training and Development Policy. Further, the Employer will pay for the time required to be taken off work to write exams. The Employer may pay for other approved course-related time off.

Employees shall undertake to remain with the Employer for twelve (12) months from the date of notifying the Employer of successful completion of the course. Should employees choose to leave the City service, they shall refund any monetary assistance given by the Employer, within the twelve (12) months prior to the date of termination.

29.02 Employer Requested

(a) Seminars

Seminars attended by employees at the request of the Employer shall be paid in full.

(b) Certificates of Aquatic Competency

The Employer agrees to pay the cost of renewal of mandatory qualification medals or certificates for aquatic employees. Where conditions will permit, all tests will be given and taken during the employee's working hours.

(c) Professional Association Memberships and Certifications

Permanent full-time and regular part-time employees who have passed their probationary period and who are required by the Employer to maintain a membership in a professional association or to maintain a certification shall be reimbursed the annual fees of that membership or certification upon submission of proof of payment.

(d) Drivers' Medical Examinations

Permanent full-time and regular part-time employees who have passed their probationary period, who are required by the Employer to maintain a Class 1 or a Class 3 Driver's Licence and to maintain that licence are required by the Superintendent of Motor Vehicles to have a medical examination, shall be reimbursed the cost of that examination upon submission of proof of payment.

29.03 Apprenticeship Training

(a) Purpose

The Employer recognizes the apprenticeship training program to improve the knowledge and skill of employees in the workforce. Subject to operational requirements, apprentices may be utilized in the following areas:

carpentry  
painting  
electrical

mechanical  
welding  
or any other trade recognized by the  
Apprenticeship Board

**(b) Apprenticeship Agreement**

Where apprenticeship programs are entered into, the Parties shall draft an Agreement that includes:

- (i) the person designated by the employer to be in charge of implementing and monitoring the apprenticeship program;
- (ii) confirmation that the designated person in (i) will implement and monitor the program in accordance with the guidelines set out by the apprenticeship board;
- (iii) confirmation from the apprenticeship candidate that he/she will be available for all apprenticeship related training work except for cases of sick leave, holiday or banked overtime leave.

**(c) Right to Continue**

Once started in the program, the apprentice shall have the right to continue, providing he/she passes all of the prescribed tests. An apprentice may be subject to layoff, but cannot be bumped. However, in the fifth (5th), sixth (6th), seventh (7th) and eighth (8th) six-month period, an apprentice shall not be subject to layoff.

**(d) Selection**

Selection of the apprenticeship candidate will be based on the following considerations:

- (i) Aptitude in areas pertinent to the trade. In general, aptitude will be determined by an apprenticeship assessment examination recommended by an accredited public post secondary institution. This exam may be supplemented by additional technical questions deemed appropriate to city operations.
- (ii) Personal suitability including:
  - interpersonal skills
  - communication skills
- (iii) Seniority

Prospective candidates will be tested on items (i) and (ii). The final test score shall be established using the following weights:

area (i) 70% weight  
area (ii) 30% weight.

The selected candidate will be the most senior applicant who passes and whose overall score is within ten (10%) percent of highest score.

In the event that no candidate achieves a passing score, selection shall be made in accordance with Article 15.02 (b) and (c) of this Agreement.

(e) School Attendance

The Employer agrees to provide a leave of absence to apprentices for the appropriate time periods to attend school in conjunction with the apprenticeship training program. Apprentices will suffer no loss of wages or other benefits while attending school.

(f) Remuneration

Apprentices shall be paid in accordance with the rates outlined below for all hours worked:

1st 6-month period	70% of the Journeyman rate
2nd 6-month period	72.5% of the Journeyman rate
3rd 6-month period	75% of the Journeyman rate
4th 6-month period	77.5% of the Journeyman rate
5th 6-month period	80% of the Journeyman rate
6th 6-month period	82.5% of the Journeyman rate
7th 6-month period	85% of the Journeyman rate
8th 6-month period	90% of the Journeyman rate

(g) On Obtaining Certification

On obtaining certification as a Journeyman, the employee will be classified as such and paid the full rate provided the Employer's operational requirements are such that an additional Journeyman position is required. In the event an additional Journeyman position is not required, the employee may be laid off, with the ability to bump, pursuant to Article 16.01, but not into a Journeyman position in which he apprenticed. Payment shall be at the rate of classification in which the work is actually done.

(h) Collective Agreement

All provisions of the Collective Agreement shall be applicable to apprentices in this program with the exception of restrictions necessitated to conform with Article 29.03 (b) (iii).

## 29.04 On-the-Job Training

### (a) Cross-training

The City considers it desirable to maintain a system of on-the-job training so that employees shall have an opportunity to qualify for promotion. Accordingly, employees may be allowed opportunities to learn the work of other positions within the same department and division during regular working hours when staff time is available. This will be achieved by working together with other employees for temporary periods without affecting the work schedule, salary or pay of the employees concerned, and by providing relief during periods of absence of employees in other classifications. Articles of this Collective Agreement related to payment while working in other positions, on a relief basis, shall apply.

### (b) Fleet Operator Trainee Positions

Semi-annually, the Employer and two representatives of each local shall meet to discuss equipment training needs for the next six (6) month period. The Employer will then determine the training program for the next six (6) month period.

When the Employer determines there is a need to train additional fleet operators, the following procedure shall apply:

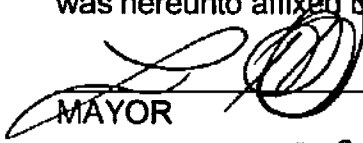
- (i) The Employer shall post notice of fleet operator trainee positions on all bulletin boards for a minimum of seven (7) working days.
- (ii) Applications for fleet operator trainee positions shall be in writing.
- (iii) Employees shall be selected for fleet operator trainee positions in accordance with Article 15.02


## **ARTICLE 30 - TERM OF AGREEMENT**

This Agreement unless changed by mutual consent of both Parties hereto shall be in force and effect from and after the first (1st) day of January, 2021, A.D., up to and including the last day of December, 2023, A.D., and thereafter from year to year unless either party to this Agreement gives notice in accordance with the Labour Relations Code of British Columbia. Both Parties shall adhere fully to the terms of this Agreement during the period of bona fide Collective Bargaining even if negotiations extend beyond the anniversary date of the Agreement.

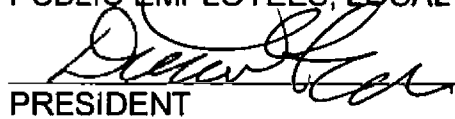
**IN WITNESS WHEREOF BOTH PARTIES HERETO HAVE EXECUTED THESE PRESENTS:**

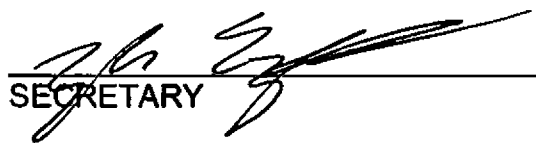
THE CORPORATE SEAL OF THE CITY OF PRINCE GEORGE  
was hereunto affixed by and in the presence of:

  
\_\_\_\_\_  
MAYOR

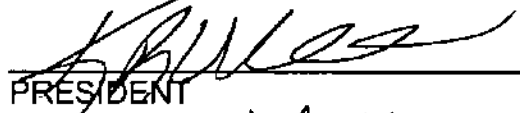
  
\_\_\_\_\_  
CORPORATE OFFICER

SIGNED ON BEHALF OF THE CANADIAN UNION OF  
PUBLIC EMPLOYEES, LOCAL #399:

  
\_\_\_\_\_  
PRESIDENT

  
\_\_\_\_\_  
SECRETARY

SIGNED ON BEHALF OF THE CANADIAN UNION OF  
PUBLIC EMPLOYEES, LOCAL #1048:

  
\_\_\_\_\_  
PRESIDENT

  
\_\_\_\_\_  
SECRETARY

SIGNED, this 9 day of May, 2022 in the City of Prince George in  
the Province of British Columbia.

**EMPLOYEE TYPES AND ENTITLEMENTS**  
(For Reference Only)

ENTITLEMENTS	EMPLOYEE TYPE				
	Full-Time	Part-Time		Limited Duration	
		Regular	Casual	Specific Work	Replacement
Definition	<i>Employed to work the full hours associated with the position in accordance with the applicable schedule.</i>	<i>Employees that the employer expects to schedule for 18 hours per week or more.</i>	<i>Employees who: - backfill for regular part-time or full-time employees who are absent; and/or, - work for special events or overload work; and/or - are students providing instruction or supervision in a recreational activity.</i>	<i>With advance notification to Union, for work of a specific and limited duration of up to six months.</i>	<i>For the replacement of an employee who is absent</i>
Hours Per Week	<i>- Work regular 40 (Sched A/C) or 37.5 (Sched B) hour week</i>	<i>- Works less than regular 40 (Sched A/C) or 37.5 (Sched B) hour week</i>	<i>- Works less than regular 40 (Sched A/C) or 37.5 (Sched B) hour week</i>	<i>May be full-time, part-time or casual</i>	<i>May be full-time, part-time or casual</i>
Position Posting	<i>- Posted</i>	<i>- Posted</i>	<i>- Posted</i>	<i>Posted if duration of 3 months or more</i>	<i>Posted if duration of 3 months or more</i>
Probation	<i>- six calendar months</i>	<i>- six calendar months</i>	<i>- six calendar months</i>	<i>- six calendar months</i>	<i>- six calendar months</i>

ENTITLEMENTS	EMPLOYEE TYPE				
	Full-Time	Part-Time		Limited Duration	
		Regular	Casual	Specific Work	Replacement
Employment Status	- Upon completion of probation, employment is permanent	- Upon completion of probation, employment is permanent	- Upon completion of probation, employment is permanent	- New employees hired for LD positions who complete probation become permanent, otherwise employment terminated when complete appointment	-New employees hired for LD appointment terminate upon completion of appointment
Seniority	- Upon completion of probation, seniority date is start date	- Upon completion of probation, seniority date is start date	- No seniority	Eligible to accrue seniority in accordance with status of position	Eligible to accrue seniority in accordance with status of position
Benefits	- must enroll in pension and benefit plans	- at time of appointment may choose to receive 12% of gross pay in lieu of all benefits/paid leaves <b>OR</b> - pension and benefit plans and prorated leaves	- 12% of gross pay in lieu of all benefits and all paid leaves	Except for existing full-time or regular part-time employees, employees filling LD positions of 6 months or less will receive 12% of gross pay in lieu of all benefits and all paid leaves. Those filling positions of greater than six months may choose benefits or 12% in lieu.	Except for existing full-time or regular part-time employees, employees filling LD positions of 6 months or less will receive 12% of gross pay in lieu of all benefits and all paid leaves. Those filling positions of greater than six months may choose benefits or 12% in lieu.

WAGE INCREASES

Effective July 1, 2021 - 2.00%

Effective January 1, 2022 - 2.00%

Effective January 1, 2023 - 2.00%

Pay Grade	Job Type		July 2021	January 2022	January 2023
<b><u>GENERAL</u></b>					
A77	LABU	Labourer (Unlicensed)	30.02	30.62	31.23
A01	LAB1	Labourer 1	30.68	31.29	31.92
A03	LAB2	Labourer 2	31.18	31.80	32.44
A05	TRA	Trades Assistant	31.69	32.32	32.97
A04	LABF	Yardperson/First Aid Attendant (includes First Aid premium)	32.18	32.82	33.48
A66	SRPR	Sign Repair Person	32.52	33.17	33.83
A70	SRP1	Sign Repair Person 1	33.31	33.98	34.66
A08	AR1	Asphalt Raker 1 (incl. Dirty Pay)	33.49	34.16	34.84
A68	AR2	Asphalt Raker 2 (incl. Dirty Pay)	34.87	35.57	36.28
A16	TFCP	Traffic Control Person	33.59	34.26	34.95
A03	USIT1	Utility Serviceperson In Training 1	31.18	31.80	32.44
A70	USIT2	Utility Serviceperson In Training 2	33.31	33.98	34.66
A73	USC	Utilities Serviceperson - Certified	34.18	34.86	35.56
A73	USCL	Utility Serviceperson Locator	34.18	34.86	35.56
<b><u>SUPERVISORS</u></b>					
A09	AF	Assistant Foreman	38.59	39.36	40.15
A10	FORE	Foreman	39.54	40.33	41.14

## EMPLOYEE CLASSIFICATION AND WAGE SCHEDULE

Pay Grade	Job Type		July 2021	January 2022	January 2023
<b>TRUCK DRIVERS</b>					
A12	TD1	TD 1 - Class 5	32.23	32.87	33.53
A13	TD2T	TD 2 - Training	32.35	33.00	33.66
A14	TD2	TD 2 - (GVW 12,701 - 18,200 kg incl. Garbage collector/driver)	32.83	33.49	34.16
A15	TD3T	TD 3 - Training	33.21	33.87	34.55
A16	TD3	TD 3 - Class 3 with Air	33.59	34.26	34.95
A16	WTD3T	WTD 3 - Training	33.59	34.26	34.95
A18	TD4T	TD 4 - Training	34.22	34.90	35.60
A17	T3CH	Hiab	34.95	35.65	36.36
A68	WTD3	WTD 3	34.87	35.57	36.28
A19	TD4	TD 4 - Class 1 with Air	34.97	35.67	36.38
A16	TDAGT	TD - Automated Garbage Training	33.59	34.26	34.95
A68	TDAG	TD Automated Garbage	34.87	35.57	36.28

## EMPLOYEE CLASSIFICATION AND WAGE SCHEDULE

Pay Grade	Job Type		July 2021	January 2022	January 2023
<b><u>EQUIPMENT OPERATOR</u></b>					
A22	EQ1	EQ 1 - Wheeled tractors having attachments for sweeping, tilling, agricultural work, loading under 1.15 cu m. (1 1/2 cu.yd) capacity, small snow plowing; compactors from 227 kg (501 lbs.) to 6,803 kg. (14,999 lbs); sidewalk snow plow	31.62	32.25	32.90
A23	EQ2T	EQ 2 - Training	31.80	32.44	33.09
A24	EQ2	EQ 2 - Forklift; compactors over 6,804 kg (15,000 lbs.); crawler tractors D2-D3 and tailgate paver; Waldron back hoe; ridden mowers of over 2.13m (7ft. swath); front bucket bobcat; sidewalk snow plow with trailer	33.32	33.99	34.67
A25	EQ3T	EQ 3 - Training	33.32	33.99	34.67
A26	EQ3	EQ 3 - Front-end loader 1.15 - 3.44 cu.m. (1 1/2 - 4 1/2 cu.yd.) gravel capacity; crawler size D4-D6 incl. steam boiler; back hoe; shovel or crane less than .57 cu.m. (3/4 cu.yd) capacity; street sweepers; vector.	34.95	35.65	36.36
A27	EQ4T	EQ 4 - Training	34.95	35.65	36.36
A28	EQ4	EQ 4 - Crawler tractors D7 equivalent, front end loader over 3.44 cu m (4 1/2 cu.yd.) gravel capacity; back hoe; shovel or crane .57 cu.m. (3/4 cu.yd) capacity to .76 cu.m. (1 cu.yd); road graders; gradall operator; Grade III loader mounted plow or snow blower on temporary basis.	35.68	37.41	38.16
A29	EQ5T	EQ 5 - Training	36.68	37.41	38.16
A30	EQ5	EQ 5 - Crawler tractor D8, D9 equivalent; back hoe over 0.76 cu.m. (1cu.yd.); finishing grader.	37.35	38.10	38.86

NOTE: All equipment operator rates are the full rate for applicable classification  
 Dirty pay will apply only to the tractor mounted sweeper Equipment Operator I classification

## EMPLOYEE CLASSIFICATION AND WAGE SCHEDULE

Pay Grade	Job Type		July 2021	January 2022	January 2023
<b><u>CARPENTERS, MILLWRIGHTS, PLUMBERS and WELDERS</u></b>					
A31	ACRP	Apprentice Carpenter			
	AMIL	Apprentice Millwright			
		Apprentice Plumber			
	AWLD	Apprentice Welder			
		1st 6 months-70% journeyman rate	27.62	28.17	28.73
		2nd 6 months-72.5% journeyman rate	28.60	29.17	29.75
		3rd 6 months-75% journeyman rate	29.59	30.18	30.78
		4th 6 months-77.5% journeyman rate	30.57	31.19	31.81
		5th 6 months-80% journeyman rate	31.56	32.19	32.83
		6th 6 months-82.5% journeyman rate	32.55	33.20	33.86
		7th 6 months-85% journeyman rate	33.53	34.20	34.88
		8th 6 months-90% journeyman rate	35.51	36.22	36.94
<b><u>MECHANICS</u></b>					
A72	AMEC	Apprentice Mechanic			
		1st 6 months-70% journeyman rate	27.65	28.20	28.77
		2nd 6 months-72.5% journeyman rate	28.64	29.21	29.80
		3rd 6 months-75% journeyman rate	29.63	30.22	30.83
		4th 6 months-77.5% journeyman rate	30.61	31.22	31.85
		5th 6 months-80% journeyman rate	31.60	32.23	32.88
		6th 6 months-82.5% journeyman rate	32.59	33.24	33.91
		7th 6 months-85% journeyman rate	33.58	34.25	34.94
		8th 6 months-90% journeyman rate	35.55	36.26	36.99

**EMPLOYEE CLASSIFICATION AND WAGE SCHEDULE**

Pay Grade	Job Type		July 2021	January 2022	January 2023
<b><u>ELECTRICIANS</u></b>					
A39	AELC	Apprentice Electrician			
		1st 6 months-70% journeyman rate	27.75	28.30	28.87
		2nd 6 months-72.5% journeyman rate	28.74	29.31	29.90
		3rd 6 months-75% journeyman rate	29.73	30.32	30.93
		4th 6 months-77.5% journeyman rate	30.72	31.33	31.96
		5th 6 months-80% journeyman rate	31.71	32.34	32.99
		6th 6 months-82.5% journeyman rate	32.70	33.35	34.02
		7th 6 months-85% journeyman rate	33.69	34.37	35.05
		8th 6 months-90% journeyman rate	35.68	36.39	37.12

Pay Grade	Job Type		July 2021	January 2022	January 2023
FOR THE FOLLOWING POSITIONS MARKED WITH A BULLET (*), THE RATES INCLUDE TOOL ALLOWANCE					
A47	HVAC	HVAC Technician	40.46	41.27	42.10
A53	CF	*Concrete Finisher	35.66	36.37	37.10
		<i>Tool Allowance (included)</i>	<i>0.200</i>	<i>0.200</i>	<i>0.200</i>
A51	CPC	*Carpenter Certified	39.45	40.24	41.04
		<i>Tool Allowance (included)</i>	<i>0.320</i>	<i>0.330</i>	<i>0.340</i>
A50	CSF	*Carpenter Shop Foreman	40.80	41.62	42.45
		<i>Tool Allowance (included)</i>	<i>0.320</i>	<i>0.330</i>	<i>0.340</i>
A54	PMM	*Plants Maintenance Millwright	39.45	40.24	41.04
		<i>Tool Allowance (included)</i>	<i>0.200</i>	<i>0.200</i>	<i>0.200</i>
A74	PLC	*Plumber Certified	39.45	40.24	41.04
		<i>Tool Allowance (included)</i>	<i>0.200</i>	<i>0.200</i>	<i>0.200</i>
A74	PMTC	*Plants Maintenance Technician	39.45	40.24	41.04
		<i>Tool Allowance (included)</i>	<i>0.200</i>	<i>0.200</i>	<i>0.200</i>
A52	WLC	*Weilder Certified	39.45	40.24	41.04
		<i>Tool Allowance (included)</i>	<i>0.340</i>	<i>0.350</i>	<i>0.360</i>
A48	MEC	*Mechanic Certified	39.50	40.29	41.10
		<i>Tool Allowance (included)</i>	<i>0.460</i>	<i>0.470</i>	<i>0.480</i>
A48	EFT	*Emergency Fleet Technician	39.50	40.29	41.10
		<i>Tool Allowance (included)</i>	<i>0.460</i>	<i>0.470</i>	<i>0.480</i>
A48	EVTT	*Emergency Vehicle Technician (Training)		Under Review	
		<i>Tool Allowance (included)</i>			
		*Emergency Vehicle Technician		Under Review	
		<i>Tool Allowance (included)</i>			
A55	ELC	*Electrician Certified	39.64	40.43	41.24
		<i>Tool Allowance (included)</i>	<i>0.200</i>	<i>0.200</i>	<i>0.200</i>
A67	CEET	*Electrician/Electronics Technician Certified	40.46	41.27	42.10
		<i>Tool Allowance (included)</i>	<i>0.200</i>	<i>0.200</i>	<i>0.200</i>
A67	PELC	*Plant Electrician	40.46	41.27	42.10
		<i>Tool Allowance (included)</i>	<i>0.200</i>	<i>0.200</i>	<i>0.200</i>
A67	FIT	*Foreman in Training (Electrical)	40.46	41.27	42.10
		<i>Tool Allowance (included)</i>	<i>0.200</i>	<i>0.200</i>	<i>0.200</i>
A49	SF	*Heavy Duty Foreman	40.80	41.62	42.45
		<i>Tool Allowance (included)</i>	<i>0.200</i>	<i>0.200</i>	<i>0.200</i>
A50	WLDF	*Welding Foreman	40.80	41.62	42.45
		<i>Tool Allowance (included)</i>	<i>0.340</i>	<i>0.350</i>	<i>0.360</i>
A50	LFF	*Light Fleet Foreman	40.80	41.62	42.45
		<i>Tool Allowance (included)</i>	<i>0.340</i>	<i>0.350</i>	<i>0.360</i>
A58	MEAF	Mechanic - Assistant Foreman	40.29	41.10	41.92
A56	ELMF	Electrical or Mechanical Foreman	41.04	41.86	42.70
		Technician/Electrical Foreman	41.04	41.86	42.70
A50	CTF	Foreman - Civic Trades	40.80	41.62	42.45

## EMPLOYEE CLASSIFICATION AND WAGE SCHEDULE

Pay Grade	Job Type		July 2021	January 2022	January 2023
A61	PTS	Partsperson	34.31	35.00	35.70
A62	INVC	Inventory Coordinator	34.95	35.65	36.36
<b><u>PARKS and CEMETERY</u></b>					
A05	PIPM	Parks Worker 2 - Integrated Pest Management	31.69	32.32	32.97
A05	PKW2	Parks Worker 2 - Special Events	31.69	32.32	32.97
A05	PKW2	Parks Worker 2 - Crew Leader	31.69	32.32	32.97
A05	PKW2	Parks Worker 2 - Turf & Construction	31.69	32.32	32.97
A05	PKW2	Parks Worker 2 - Cemetery	31.69	32.32	32.97
A05	IRR1	Irrigation Technician 1	31.69	32.32	32.97
A62	GRD1	Gardener	32.51	33.16	33.82
A62	UFG1	Arborist 1	33.31	33.98	34.66
A62	IRR2	Irrigation Technician 2	32.51	33.16	33.82
A62	PKW3	Parks Worker 3 - Turf, Snow & Construction	32.51	33.16	33.82
A63	GRD2	Gardener 2	33.31	33.98	34.66
A63	HEG2	Gardener 2 - Horticulture & Events	33.31	33.98	34.66
A63	IPMG2	Gardener 2 - Integrated Pest Management	33.31	33.98	34.66
A63	ITG2	Irrigation Technician 3	33.31	33.98	34.66
A63	UFG2	Arborist 2	36.29	37.02	37.76
A83	IPMC	IPM Coordinator	35.51	36.22	36.94
A09	AF	Assistant Foreman - Turf, Snow & Construction	38.59	39.36	40.15
A76	CMCT	Cemetery Caretaker	39.54	40.33	41.14
A10	FORE	Foreman - Horticulture	39.54	40.33	41.14
A10	FORE	Foreman - Parks & Playground	39.54	40.33	41.14
A10	FORE	Foreman - Turf, Snow & Construction	39.54	40.33	41.14
A10	FORE	Foreman - Turf & Irrigation	39.54	40.33	41.14
A10	FORE	Foreman - IPM	39.54	40.33	41.14
A10	FORE	Parks Foreman	39.54	40.33	41.14

**SPECIAL RATES**

Charge Hand	- \$0.60 per hour over
	- Charge hand rate applies to tradesmen rate when one or more additional tradesmen are being directly supervised.
Dirty Pay	- Re Article 22.10
	- \$0.55 per hour over regular rate for special conditions specified
	- \$0.40 per hour over regular rate
	- Up to three (3) employees engaged in the exhumation of a body or clean-up following a fatality shall be paid an additional forty dollars (\$40) bonus for such work and, following the exhumation or clean-up, shall be allowed to take the rest of the day off with pay. In addition, counselling services will be made available on paid time for these employees as required.
Electrical permit premium	- \$2500.00 per year paid quarterly
Seconded Trainer Premium	- \$0.75 per hour over regular pay
<b><u>Foreman (Utilities Div.) EOCP Certifications</u></b>	
Level 1 certification(s)	- \$0.25 per hour over regular rate
Level 2 certification(s)	- \$0.50 per hour over regular rate
Level 3 certification(s)	- \$0.75 per hour over regular rate
Level 4 certification(s)	- \$1.00 per hour over regular rate
<b><u>SHIFT DIFFERENTIAL RATES RE: ARTICLE 22.07</u></b>	
Afternoon shift	- \$0.50 per hour over regular rate
Night Shift	- \$0.75 per hour over regular rate

**SCHEDULE "B"**  
**THIRTY-SEVEN AND ONE-HALF HOUR PER WEEK SCHEDULE**  
**- Hourly, Biweekly, and Monthly Rates are Listed -**

WAGE INCREASES  
 Effective July 1, 2021 - 2.00%  
 Effective January 1, 2022 - 2.00%  
 Effective January 1, 2023 - 2.00%

Pay Grade	Classification		Probationary Step	Post Probation
1		1-Jul-21	27.06	27.51
			2029.50	2063.25
			4412.30	4485.68
		1-Jan-22	27.60	28.06
			2070.00	2104.50
			4500.35	4575.36
		1-Jan-23	28.15	28.62
			2111.25	2146.50
			4590.03	4666.67
2	Aquatic Cashier	1-Jul-21	27.51	27.98
			2063.25	2098.50
			4485.68	4562.31
		1-Jan-22	28.06	28.54
			2104.50	2140.50
			4575.36	4653.63
		1-Jan-23	28.62	29.11
			2146.50	2183.25
			4666.67	4746.57
3	Data Entry Clerk Mallroom Clerk Meter Reader Office Assistant 1 Touch Point Cleaner	1-Jul-21	27.98	28.60
			2098.50	2145.00
			4562.31	4663.41
		1-Jan-22	28.54	29.17
			2140.50	2187.75
			4653.63	4756.35
		1-Jan-23	29.11	29.75
			2183.25	2231.25
			4746.57	4850.92

## THIRTY-SEVEN AND ONE-HALF HOUR PER WEEK SCHEDULE

- Hourly, Biweekly, and Monthly Rates are Listed -

Pay Grade	Classification		Probationary Step	Post Probation		
4	Accounting Services Clerk Aquatic Cashier/Clerk Office Assistant 2	1-Jul-21	28.60 2145.00 4663.41	29.19 2189.25 4759.61		
		1-Jan-22	29.17 2187.75 4756.35	29.77 2232.75 4854.18		
		1-Jan-23	29.75 2231.25 4850.92	30.37 2277.75 4952.02		
	5	Development Services Representative Records & Information Clerk Procurement Assistant	1-Jul-21	29.19 2189.25 4759.61	29.73 2229.75 4847.66	
			1-Jan-22	29.77 2232.75 4854.18	30.32 2274.00 4943.87	
			1-Jan-23	30.37 2277.75 4952.02	30.93 2319.75 5043.33	
		6	Administrative Assistant Aquatic Cashier Team Leader Computer Technician Student CPIC Operator	1-Jul-21	29.73 2229.75 4847.66	30.37 2277.75 4952.02
				1-Jan-22	30.32 2274.00 4943.87	30.98 2323.50 5051.48
				1-Jan-23	30.93 2319.75 5043.33	31.60 2370.00 5152.58
7			Bylaw Compliance Assistant Computer Technician 1 Custodian 1	1-Jul-21	30.37 2277.75 4952.02	30.99 2324.25 5053.11
				1-Jan-22	30.98 2323.50 5051.48	31.61 2370.75 5154.21
				1-Jan-23	31.60 2370.00 5152.58	32.24 2418.00 5256.93

**SCHEDULE "B"**  
**THIRTY-SEVEN AND ONE-HALF HOUR PER WEEK SCHEDULE**  
**- Hourly, Biweekly, and Monthly Rates are Listed -**

Pay Grade	Classification	Probationary Step	Post Probation		
8	Dispatcher	1-Jul-21	30.89	31.89	
	Head CPIC Operator		2324.25	2376.75	
	Lead Service Representative		5053.11	5157.25	
	Legislative Support Clerk				
	Project Assistant	1-Jan-22	31.61	32.32	
	Records Clerk		2370.75	2424.00	
			5154.21	5269.98	
			1-Jan-23	32.24	32.97
				2418.00	2472.75
			5256.93	5375.96	
9	Administrative Coordinator 1	1-Jul-21	31.69	32.40	
	Animal Control Officer		2376.75	2430.00	
	Billings Clerk 1		5167.25	5283.02	
	Civic Maintenance Worker 2				
	Custodian 2	1-Jan-22	32.32	33.05	
	Development Services Coordinator		2424.00	2478.75	
	Revenue Control Clerk		5269.98	5389.01	
	Records Management Assistant (UNDER REVIEW)				
			1-Jan-23	32.97	33.71
				2472.75	2528.25
			5375.96	5496.63	
10	Bylaw Enforcement Officer 1 (UNDER REVIEW)	1-Jul-21	32.40	33.16	
	Computer Technician 2		2430.00	2487.00	
	Court Administrator		5283.02	5406.95	
		1-Jan-22	33.05	33.82	
			2478.75	2536.50	
			5389.01	5514.56	
			1-Jan-23	33.71	34.50
				2528.25	2587.50
			5496.63	5625.44	

## THIRTY-SEVEN AND ONE-HALF HOUR PER WEEK SCHEDULE

- Hourly, Biweekly, and Monthly Rates are Listed -

Pay Grade	Classification		Probationary Step	Post Probation
11	Accounting Clerk	1-Jul-21	33.16	33.90
	Accounting Coordinator		2487.00	2542.50
	Administrative Coordinator 2		5406.95	5527.61
	Administrative & Parking Control Coordinator (Under Review)			
	Billings Clerk 2	1-Jan-22	33.82	34.58
	Cemetery Coordinator		2536.50	2593.50
	Client Services Coordinator		5514.56	5638.49
	Emergency Fleet Services Coordinator			
	Fleet Administrator	1-Jan-23	34.60	35.27
	Investment Clerk		2587.50	2645.25
	Legislative Coordinator		5625.44	5750.99
	Procurement Analyst 1			
	Traffic Permit Officer			
12	Parking Control Supervisor	1-Jul-21	33.90	34.64
	Procurement Analyst 2		2542.50	2598.00
	Programmer 1		5527.61	5648.27
		1-Jan-22	34.58	35.33
			2593.50	2649.75
			5638.49	5760.78
		1-Jan-23	35.27	36.04
			2645.25	2703.00
			5750.99	5876.55
13	Budget Administrator	1-Jul-21	34.64	35.52
	Bylaw Coordinator		2598.00	2664.00
	Capital Accounting Administrator		5648.27	5791.76
	Computer Technician 3			
	Engineering Technician	1-Jan-22	35.33	36.23
	Environmental Services Technician		2649.75	2717.25
	Environmental Specialist 1 (Under Review)		5760.78	5907.53
	Facilities Maintenance Coordinator			
	GIS Technician	1-Jan-23	36.04	36.95
	Network Technician 1		2703.00	2771.25
	Planning Technician		5876.55	6024.93
	Project Coordinator			
	Property Agent Administrator			
	Technical Support Specialist 1 - Data Centre			
	Technical Support Specialist 1 - Network & Telecom			

**SCHEDULE "B"**  
**THIRTY-SEVEN AND ONE-HALF HOUR PER WEEK SCHEDULE**  
**- Hourly, Biweekly, and Monthly Rates are Listed -**

Pay Grade	Classification		Probationary Step	Post Probation
14	Bylaw Enforcement Officer 2 Community Policing Coordinator	1-Jul-21	35.52	36.39
			2664.00	2729.25
			6791.76	6933.62
	1-Jan-22	36.23	37.12	
		2717.25	2784.00	
		6907.53	7052.65	
	1-Jan-23	36.95	37.86	
		2771.25	2839.50	
		6024.93	6173.31	
15	Website Content Specialist	1-Jul-21	36.39	37.30
			2729.25	2797.50
			6933.62	7082.00
	1-Jan-22	37.12	38.05	
		2784.00	2853.75	
		6952.65	7204.29	
	1-Jan-23	37.86	38.81	
		2839.50	2910.75	
		6173.31	6328.21	
16	Asset Management Analyst	1-Jul-21	37.30	38.22
			2797.50	2866.50
			6082.00	6232.01
	Budget Analyst	1-Jan-22	38.05	38.98
			2853.75	2923.50
			6204.29	6355.93
	Computer Technician 4	1-Jan-23	38.81	39.76
			2910.75	2982.00
			6328.21	6483.12
	Court Liaison 1	1-Jan-22	38.05	38.98
			2853.75	2923.50
			6204.29	6355.93
Digital Communications Coordinator	1-Jan-22	38.05	38.98	
		2853.75	2923.50	
		6204.29	6355.93	
Financial Analyst	1-Jan-22	38.05	38.98	
		2853.75	2923.50	
		6204.29	6355.93	
GIS Technologist	1-Jan-22	38.05	38.98	
		2853.75	2923.50	
		6204.29	6355.93	
Network Technician 2	1-Jan-22	38.05	38.98	
		2853.75	2923.50	
		6204.29	6355.93	
Plan Checker 1	1-Jan-23	38.81	39.76	
		2910.75	2982.00	
		6328.21	6483.12	
Planner 1	1-Jan-23	38.81	39.76	
		2910.75	2982.00	
		6328.21	6483.12	
Programmer/Analyst 1	1-Jan-23	38.81	39.76	
		2910.75	2982.00	
		6328.21	6483.12	
17	Building Inspector 1	1-Jul-21	38.22	39.22
			2866.50	2941.50
			6232.01	6395.07
	Procurement Analyst 3	1-Jan-22	38.98	40.00
			2923.50	3000.00
			6355.93	6522.25
	Property Agent 1	1-Jan-22	38.98	40.00
			2923.50	3000.00
			6355.93	6522.25
Risk & Claims Analyst	1-Jan-22	38.98	40.00	
		2923.50	3000.00	
		6355.93	6522.25	
Technical Support Specialist 2 - Data Centre	1-Jan-22	38.98	40.00	
		2923.50	3000.00	
		6355.93	6522.25	
Technical Support Specialist 2 - Network & Telecom	1-Jan-22	38.98	40.00	
		2923.50	3000.00	
		6355.93	6522.25	
Transit Planner	1-Jan-23	39.76	40.80	
		2982.00	3060.00	
		6483.12	6652.70	

Pay Grade	Classification		Probationary Step	Post Probation	
18	Court Liaison 2 Plan Checker 2	1-Jul-21	39.22	40.24	
			2941.50	3018.00	
			6395.07	6561.38	
		1-Jan-22	40.00	41.04	
			3000.00	3078.00	
			6522.25	6691.83	
		1-Jan-23	40.80	41.86	
			3060.00	3139.50	
			6652.70	6825.53	
19	Building Inspector 2	1-Jul-21	40.24	41.33	
			3018.00	3099.75	
			6561.38	6739.11	
	Business Development Officer Court Coordinator Economic Development Officer	1-Jan-22	41.04	42.16	
			3078.00	3162.00	
			6691.83	6874.45	
	Engineering Assistant Engineering Technologist 1 (Under Review) Environmental Assistant Environmental Specialist 2 (Under Review)	1-Jan-23	41.86	43.00	
			3139.50	3225.00	
			6825.53	7011.42	
	20	Environmental Coordinator	1-Jul-21	41.33	42.73
				3099.75	3204.75
				6739.11	6967.39
Environmental Specialist 3 (Under Review) Planner 2 Strategic Parks Planner		1-Jan-22	42.16	43.58	
			3162.00	3268.50	
			6874.45	7105.99	
Planning Team Lead Technical Support Specialist 3 - Data Centre (UNDER REVIEW) Technical Support Specialist 3 - Network & Telecom		1-Jan-23	43.00	44.45	
			3225.00	3333.75	
			7011.42	7247.85	
21	GIS Coordinator	1-Jul-21	43.30	44.67	
			3247.50	3350.25	
			7060.34	7283.72	
	Plumbing Inspector Plan Checker 3	1-Jan-22	44.17	45.56	
			3312.75	3417.00	
			7202.19	7428.84	
		1-Jan-23	45.05	46.47	
			3378.75	3485.25	
			7345.68	7577.22	

**SCHEDULE "B"**  
**THIRTY-SEVEN AND ONE-HALF HOUR PER WEEK SCHEDULE**  
**- Hourly, Biweekly, and Monthly Rates are Listed -**

Pay Grade	Classification		Probationary Step	Post Probation
22	Building Inspector 3	1-Jul-21	44.67	46.01
			3350.25	3450.75
			7283.72	7502.22
	Engineering Technologist 2 (Under Review)	1-Jan-22	45.56	46.93
			3417.00	3519.75
			7428.84	7652.23
	Planner 3	1-Jan-23	46.47	47.87
			3485.25	3590.25
			7577.22	7805.50
	23	Chief Building Inspector	1-Jul-21	46.84
3513.00				3618.00
7637.55				7865.83
		1-Jan-22	47.78	49.20
			3583.50	3690.00
			7790.83	8022.37
		1-Jan-23	48.74	50.18
			3655.50	3763.50
			7947.36	8182.16

**NOTE:** Custodian 1's employed at City Hall and the R.C.M.P. Detachment work 37.5 hours per week and are, therefore, included in this pay schedule.

**SCHEDULE "C"**  
**FORTY HOUR PER WEEK SCHEDULE**  
**- Hourly, Biweekly, and Monthly Rates are Listed -**

## WAGE INCREASES

Effective July 1, 2021 - 2.00%

Effective January 1, 2022 - 2.00%

Effective January 1, 2023 - 2.00%

Pay Grade Classification		Probationary Step	Post Probation	
1	Transcriptionist RCMP Administrative Floater	1-Jul-21	28.42	29.00
			2273.60	2320.00
			4943.00	5043.67
		1-Jan-22	28.99	29.58
			2319.20	2366.40
			5042.13	5144.75
		1-Jan-23	29.57	30.17
			2365.60	2413.60
			5143.01	5247.37
2	Cleaner	1-Jul-21	29.00	29.59
			2320.00	2367.20
			5043.87	5146.49
		1-Jan-22	29.58	30.18
			2366.40	2414.40
			5144.75	5249.11
		1-Jan-23	30.17	30.78
			2413.60	2462.40
			5247.37	5353.46
3	Head Transcriptionist	1-Jul-21	29.59	30.23
			2367.20	2418.40
			5146.49	5257.80
		1-Jan-22	30.18	30.83
			2414.40	2466.40
			5249.11	5362.16
		1-Jan-23	30.78	31.45
			2462.40	2516.00
			5353.46	5469.99

**- Hourly, Biweekly, and Monthly Rates are Listed -**

Pay Grade Classification		Probationary Step	Post Probation		
4	Animation & Display Assistant Arena Maintenance Worker Crowd Management Officer	1-Jul-21	30.23	30.90	
			2418.40	2472.00	
			5257.80	5374.33	
	Disclosure Clerk Event Maintenance Worker GI Records Clerk	1-Jan-22	30.83	31.52	
			2486.40	2521.60	
			5362.16	5482.17	
	Lifeguard Instructor 2 MNI Administrator Prime Administrator RCMP Service Representative	1-Jan-23	31.45	32.15	
			2516.00	2572.00	
			5469.99	5591.74	
	5	Acting Team Leader 1 (Aquatics) Aquatic Maintenance Worker Exhibit & Property Custodian	1-Jul-21	30.90	31.57
				2472.00	2525.60
			5374.33	5490.66	
Facility Operator Maintenance Worker, Off-Street Parking		1-Jan-22	31.52	32.20	
			2521.60	2576.00	
Wastewater Technician Level 1 - Uncertified			5482.17	5600.44	
		1-Jan-23	32.15	32.84	
		2572.00	2627.20		
		5591.74	5711.75		
6		Coordinator Animation, Audio & Display Services Head RCMP Service Representative Head Watch Clerk	1-Jul-21	31.57	32.28
				2525.60	2582.40
			5490.66	5614.35	
		1-Jan-22	32.20	32.83	
			2576.00	2634.40	
		5600.44	5727.41		
		1-Jan-23	32.84	33.59	
			2627.20	2687.20	
		5711.75	5842.20		

**- Hourly, Biweekly, and Monthly Rates are Listed -**

Pay Grade Classification		Probationary Step	Post Probation	
7	Assistant Facility Foreman Building Maintenance Worker Exhibition Park Assistant Foreman	1-Jul-21	32.28	32.98
			2582.40	2638.40
			5614.35	5736.10
	Head Exhibits & Property Custodian Jail Guard Team Leader 2 (Aquatics)	1-Jan-22	32.93	33.64
			2634.40	2691.20
			5727.41	5850.89
	Water Pumphouse Operator 1 Certified	1-Jan-23	33.59	34.31
			2687.20	2744.80
			5842.20	5967.42
	<hr/>			
8	Aquatic Leader Construction Technician 1	1-Jul-21	32.98	33.78
			2638.40	2702.40
			5736.10	5875.24
	Data Processor Disclosure Liaison Wastewater Technician Certified - Level 1	1-Jan-22	33.64	34.46
			2691.20	2756.80
			5850.89	5993.51
		1-Jan-23	34.31	35.15
			2744.80	2812.00
			5967.42	6113.52
	<hr/>			
9	Community Arenas Coordinator Facility Scheduling Coordinator Head Jail Guard	1-Jul-21	33.78	34.64
			2702.40	2771.20
			5875.24	6024.82
	Victim Services Coordinator Water Pumphouse Operator 2 Certified	1-Jan-22	34.46	35.33
			2756.80	2826.40
			5993.51	6144.83
		1-Jan-23	35.15	36.04
			2812.00	2883.20
			6113.52	6268.32

**- Hourly, Biweekly, and Monthly Rates are Listed -**

Pay Grade Classification		Probationary Step	Post Probation	
10	Aquatic Coordinator 1	1-Jul-21	34.64	
			2771.20	
			6024.82	
	Assistant Aquatics Foreman			2840.00
				6174.40
	Event Foreman (Under Review)			
	Laboratory Technician (Under Review)	1-Jan-22	35.33	36.21
			2826.40	2896.80
	Wastewater Technician Certified - Level 2			
		6144.83	6297.88	
Water Systems Technician	1-Jan-23	36.04	36.93	
		2883.20	2954.40	
		6268.32	6423.11	
<hr/>				
11	Community Coordinator	1-Jul-21	35.50	
			2840.00	
			6174.40	
	Custodial Foreman			2906.40
				6318.76
	Event Coordinator			
	Facility Foreman	1-Jan-22	36.21	37.06
			2896.80	2964.80
	Outreach Coordinator (Under Review)			
		6297.88	6445.72	
Social Development Coordinator				
Water Pumphouse Operator 3	1-Jan-23	36.93	37.80	
		2954.40	3024.00	
		6423.11	6574.43	
<hr/>				
12	Aquatic Programmer	1-Jul-21	36.33	
			2906.40	
			6318.76	
	Civic Events Coordinator			2980.00
				6478.77
	Construction Technician 2			
	Marketing & Event Coordinator	1-Jan-22	37.06	38.00
			2964.80	3040.00
	Wastewater Technician Certified - Level 3			
		6445.72	6609.21	
	1-Jan-23	37.80	38.76	
		3024.00	3100.80	
		6574.43	6741.40	

**- Hourly, Biweekly, and Monthly Rates are Listed -**

Pay Grade	Classification		Probationary Step	Post Probation
13	Aquatic Operations Foreman	1-Jul-21	37.25	38.22
	Aquatic Operations Foreman in Training		2980.00	3057.60
	Assistant Foreman Water Pumphouse		6478.77	6647.48
	CN Centre Foreman	1-Jan-22	38.00	38.98
	Community Coordinator Team Lead		3040.00	3118.40
	Fleet Planning Specialist		6609.21	6779.66
	Forensic Identification Technician			
	Parks Services Coordinator (Under Review)	1-Jan-23	38.76	39.76
	Promotions & Business Development Coordinator		3100.80	3180.80
	Technical Unit Supervisor		6741.40	6915.32
	Wastewater Technician Certified - Level 4			
	Wastewater Technician Foreman (Class 2)			
	14		1-Jul-21	38.22
			3057.60	3138.40
Aquatic Coordinator 2			6647.48	6823.14
PRIME Coordinator				
Records Supervisor		1-Jan-22	38.98	40.01
Wastewater Technician Foreman (Class 3)			3118.40	3200.80
			6779.66	6958.81
		1-Jan-23	39.76	40.81
			3180.80	3264.80
		6915.32	7097.95	
15		1-Jul-21	39.23	40.48
			3138.40	3238.40
	Criminal Analyst		6823.14	7040.55
	Exhibition Park Foreman			
	Foreman Water Pumphouse	1-Jan-22	40.01	41.29
	Wastewater Operator Trainee		3200.80	3303.20
			6958.81	7181.43
		1-Jan-23	40.81	42.12
			3264.80	3369.60
		7097.95	7325.79	

- Hourly, Biweekly, and Monthly Rates are Listed -

Pay Grade Classification		Probationary Step	Post Probation
16	Forensic Video Analyst	1-Jul-21	41.76
			3238.40
			7040.55
		1-Jan-22	42.60
			3303.20
			7181.43
		1-Jan-23	43.45
			3369.60
			7325.79
17	Chief Wastewater Trtmt. Pl. Operator Certified - Level 4	1-Jul-21	43.11
			3340.80
			7263.18
		1-Jan-22	43.97
			3408.00
			7409.28
		1-Jan-23	44.85
			3476.00
			7557.11

- Hourly, Biweekly, and Monthly Rates are Listed -

Pay Grade Classification		Probationary Step	Post Probation			
C901	Aquafit Instructor Lifeguard Instructor 1	1-Jul-21	26 81 2144 80 4662 97			
		1-Jan-22	27 35 2188 00 4756 89			
		1-Jan-23	27 90 2232 00 4852 55			
		<hr/>				
		C902	Customer Service/Waterside Attendants	1-Jul-21	15 44 1235 20 2685 43	
				1-Jan-22	15 75 1260 00 2739 35	
				1-Jan-23	16 07 1285 60 2795 00	
				<hr/>		
				C903	Emergency Support Service Worker Event Host	1-Jul-21
1-Jan-22	23 75 1900 00 4130 76					
1-Jan-23	24 23 1938 40 4214 24					
<hr/>						

- Hourly, Biweekly, and Monthly Rates are Listed -

Pay Grade Classification		Probationary Step	Post Probation
C904 Event Worker	1-Jul-21	19.71	
		1576.80	
		3428.09	
	1-Jan-22	20.10	
		1608.00	
		3495.93	
	1-Jan-23	20.50	
		1640.00	
		3565.50	
<hr/>			
C905 Dog License Canvasser	1-Jul-21	20.27	
		1621.60	
		3525.49	
	1-Jan-22	20.68	
		1654.40	
		3596.80	
	1-Jan-23	21.09	
		1687.20	
		3668.11	
<hr/>			
C906 Asst Mtce Wrkr, Off-St Parking	1-Jul-21	25.25	
		2020.00	
		4391.65	
	1-Jan-22	25.76	
		2060.80	
		4480.35	
	1-Jan-23	26.28	
		2102.40	
		4570.79	
<hr/>			

**- Hourly, Biweekly, and Monthly Rates are Listed -**

Pay Grade Classification		Probationary Step	Post Probation			
C907	Waterwise Liaison Worker	1-Jul-21	20.67 1653.60 3595.06			
		1-Jan-22	21.08 1686.40 3666.37			
		1-Jan-23	21.50 1720.00 3739.42			
		<hr/>				
		C908	ESS Operations Coordinator	1-Jul-21	30.90 2472.00 5374.33	
				1-Jan-22	31.52 2521.60 5482.17	
				1-Jan-23	32.15 2572.00 5591.74	
				<hr/>		
				C909	Auxiliary Lifeguard Auxiliary Water Safety Instructor	1-Jul-21
1-Jan-22	23.95 1916.00 4165.54					
1-Jan-23	24.43 1954.40 4249.03					

Employees will be paid double time (2T) for statutory holidays for hours worked. Employees need not work when called.

**SCHEDULE "D"**  
**CLASSIFICATIONS REQUIRED TO WORK OTHER**  
**THAN THE REGULAR WORK WEEK**

**Appendix D**  
**Page 1 of 7**

All schedules to be five (5) consecutive days per week with two (2) consecutive days off unless otherwise stated. Unless otherwise provided, daily hours include a one (1) hour unpaid lunch break which may be reduced to one-half (1/2) hour by mutual agreement between the employee and supervisor.

**RECREATION & EVENTS**

- PG Events Group or Aquatics staff employed in cleaning, custodial, maintenance, lifeguarding, facility operator, crowd management, display & animation or foreman jobs - Nine (9) consecutive hours covering twenty-four (24) hour period, Monday to Sunday
  
- Community Coordinator, Aquatic Coordinator 1, Aquatic Coordinator 2 - Nine (9) consecutive hours per day, between 8:00 a.m. and 10:00 p.m., Monday to Sunday. Shifts shall be determined by event or operational needs. Regular work week is Monday to Friday
  
- Aquatic Cashiers, Aquatic Cashier Team Lead, Administrative Coordinator 2 (Aquatics) - Eight and one half (8 ½) consecutive hours per day, between 5:30 a.m. and 12:00 midnight, Monday to Sunday.
  
- Events Coordinators, Marketing and Event Coordinator, Promotions & Business Development Coordinators - Nine (9) consecutive hours per day between 6:00 a.m. and 11:00 p.m., Monday to Sunday. Shifts to be determined by event demands. Regular work week is Tuesday - Saturday and/or Sunday to Thursday
  
- Facility Scheduling Coordinators, Arenas Scheduling Coordinator, Civic Events Coordinator - Nine (9) consecutive hours per day between 6:00 a.m. and 11:00 p.m., Monday to Sunday. Shifts to be determined by event demands. Regular work week (no event demands) is Monday to Friday.
  
- Custodians - Eight and one half (8½ ) consecutive hours between 8:00 a.m. and 12:00 midnight Monday to Sunday.
  
- Custodial Foreman - Nine consecutive hours between 8:00 a.m. and 12:00 midnight, Monday to Sunday.

**SCHEDULE "D"**  
**CLASSIFICATIONS REQUIRED TO WORK OTHER**  
**THAN THE REGULAR WORK WEEK**

**Appendix D**  
**Page 2 of 7**

**PUBLIC SAFETY**

- Bylaw Enforcement Officers I and II · Eight and one half (8 ½) consecutive hours per day, Monday to Sunday, 6:00 a.m. to 12:00 midnight. Employees who were in the Bylaw Enforcement Officer position before November 6, 2019 are not required to start their regular shift prior to 8:30 a.m. unless there are insufficient employees to work the earlier shift, in which case the shift will be assigned on a seniority basis under the principal of senior may, junior must
- Parking Control · Eight and one half (8 ½) consecutive hours between 7:00 a.m. and 7:00 p.m., Monday to Saturday
- Animal Control Officers, Dog License - Canvassers · Eight and one half (8 ½) consecutive hours between 6:00 a.m. and 10:00 p.m., Monday to Sunday.

**Police Support Services**

Changes to regular shifts shall only be made after proper notice has been given as provided for under Article 13

- Guards · Four (4) shifts consisting of twelve (12) consecutive hours covering twenty-four (24) hour period Monday to Sunday, followed by four (4) shifts off.
- Head Guard · Four (4) shifts consisting of twelve (12) consecutive hours covering twenty-four (24) hour period Monday to Sunday, followed by four (4) shifts off
- OR
- Five (5) shifts consisting of nine (9) consecutive hours between 7:00 a.m. and 6:00 p.m. Monday to Friday
- C.P.I.C. Operators · Eight and one half (8 ½) consecutive hours between 8:00 a.m. and 12:00 midnight, Sunday to Friday.
- Transcriptionists · Nine (9) consecutive hours between 7:00 a.m. to 10:00 p.m. Monday to Sunday. Regular hours are Monday to Friday
- RCMP Service Representatives · Four (4) shifts consisting of twelve (12) consecutive hours per day covering twenty-four (24) hour period, followed by four (4) shifts off
- Five (5) shifts consisting of nine (9) consecutive hours per day between 8:00 a.m. and 8:00 p.m.

**SCHEDULE "D"**  
**CLASSIFICATIONS REQUIRED TO WORK OTHER**  
**THAN THE REGULAR WORK WEEK**

**Appendix D**  
**Page 3 of 7**

- |   |  |
|---|--|
| Watch Clerks  | - Four (4) shifts consisting of twelve (12) consecutive hours per day covering twenty-four (24) hour period, Monday to Sunday, followed by four (4) shifts off.<br><br>OR<br><br>- Nine (9) consecutive hours per day between 7:00a.m and 4:00 p.m., Monday to Friday.<br><br>OR<br><br>- Nine (9) consecutive hours per day between 4:00p.m. and 1:00 a.m., Tuesday to Saturday.<br><br>OR<br><br>- Nine (9) consecutive hours per day between 9:00a.m. and 6:00 p.m., Monday to Friday when no afternoon shift coverage scheduled. |
| Head Watch Clerk, Records Supervisor  | - Nine (9) consecutive hours per day between 6:00a.m. and 1:00 a.m., Monday to Saturday. Shifts shall be determined by training or operational needs. Regular work week shall be Monday to Friday.   |
| GI Records Clerk  | - Nine (9) consecutive hours per day between 7:00a.m. and 5:00 p.m., Monday to Friday  |
| PRIME Administrator   | - Nine (9) consecutive hours per day Monday to Friday between 6:00 a.m. and 9:00 p.m.  |
| Court Administrator   | - Eight and one half (8 ½) consecutive hours between 6:30 a.m. and 5:00 p.m., Monday to Friday   |
| Technical Unit Supervisor   | - Nine (9) consecutive hours per day between 7:00a.m. and 7:00 p.m., Monday to Friday  |
| Data Processor  | - Nine (9) consecutive hours between 7:00 a.m. and 5:00 p.m., Monday to Friday.  |
| Court Liaison   | - Eight and one half (8 ½) consecutive hours between 6:30 a.m. and 5:00 p.m., Monday to Friday   |
| Community Policing Coordinator,<br>Community Policing Assistant, Youth<br>Support Coordinator | - Eight and one half (8 ½) consecutive hours per day between 8:30 a.m. and 10:00 p.m., Monday to Sunday. Shifts shall be determined by community needs. Regular work week is Monday to Friday.   |

**SCHEDULE "D"**  
**CLASSIFICATIONS REQUIRED TO WORK OTHER**  
**THAN THE REGULAR WORK WEEK**

**Appendix D**  
**Page 4 of 7**

- Victim Services Coordinator, Victim Services Assistant - Nine (9) consecutive hours per day between 7:00 a.m. and 10:00 p.m. Monday to Sunday. Shifts shall be determined by community needs. Regular work week is Monday to Friday.
- Criminal Analyst - Nine (9) consecutive hours per day between 7:00 a.m. and 7:00 p.m., Monday to Sunday. Shifts shall be determined by community needs.
- Exhibit & Property Custodian - Nine (9) consecutive hours between 6:00 a.m. and 11:00 p.m., Monday to Friday.

**CORPORATE SERVICES**

- Computer Technician 1, Computer Technician 2 - Eight and one half (8 ½) consecutive hours per day between 6:00 a.m. and 5:00 p.m., Monday to Friday; between 6:00 a.m. and 5:00 p.m. Tuesday to Saturday, or, between 6:00 a.m. and 5:00 p.m., Sunday to Thursday.
- Computer Technician 3, Computer Technician 4 - Eight and one half (8 ½) consecutive hours per day, Monday to Friday, between 6:00 a.m. and 5:00 p.m., Tuesday to Saturday, between 6:00 a.m. and 5:00 p.m., Sunday to Thursday, between 6:00 a.m. and 5:00 p.m.
- Technical Support Specialist - Network & Telecom - Eight and one half (8 ½) consecutive hours per day between 6:00 a.m. and 5:00 p.m., Monday to Friday.

**CITY MANAGER'S OFFICE**

- Legislative Coordinator - Eight and one half (8 ½) consecutive hours per day between 8:30 a.m. and 5:00 p.m., Monday to Friday. Shifts shall be determined by operational needs. Regular work week is Monday to Friday 8:30 a.m. to 5:00 p.m. Incumbents in the position as of July 1, 2021 are exempt from these hours.
- Community Coordinator - Nine (9) consecutive hours per day between 8:00 a.m. and 10:00 p.m., Monday to Sunday. Shifts shall be determined by event or operational needs. Regular work week is Monday to Friday.
- Social Development Coordinator, Project Assistant - Nine (9) consecutive hours per day between 8:00 a.m. and 10:00 p.m., Monday to Sunday. Shift shall be determined by event or operational needs. Regular work week is Monday to Friday.

**SCHEDULE "D"**  
**CLASSIFICATIONS REQUIRED TO WORK OTHER**  
**THAN THE REGULAR WORK WEEK**

**Appendix D**  
**Page 5 of 7**

**PLANNING & DEVELOPMENT**

- Planners - Eight and one half (8½) consecutive hours per day, between 8:00 a.m. and 10:00 p.m., Monday to Sunday. Shifts shall be determined by meeting or operational needs. Regular work week is Monday to Friday.
- Business Development Officer, Economic Development Officer, Workforce Development Officer, Economic Development Coordinator - Eight and one half (8½) consecutive hours per day, between 6:00 a.m. and 11:00 p.m., Monday to Sunday. Shifts shall be determined by operational needs. Regular work week is Monday to Friday.
- Schedule B & C Classifications working at or from the 18<sup>th</sup> Avenue yard and/or the BMO Building. - Eight and one half (8½) or nine (9) consecutive hours between 7:00 a.m. and 5:00 p.m., Monday to Friday.

**CIVIC OPERATIONS**

- Schedule B & C Classifications working at or from the 18<sup>th</sup> Avenue yard and/or the BMO Building. - Eight and one half (8½) or nine (9) consecutive hours between 7:00 a.m. and 5:00 p.m., Monday to Friday.

**Transportation & Technical Services**

- Traffic Permit Officer - Eight and one half (8 ½) consecutive hours between 7:00 a.m. and 5:00 p.m., Monday to Friday
- Inspectors, Survey Crews - Nine (9) consecutive hours between 7:00 a.m. and 5:00 p.m., Monday to Friday. Following discussion between the employee and the supervisor, start times to 5:00 a.m. may be scheduled for special projects where traffic control problems exist or contract supervision is required.
- Transit Planner - Eight and one half (8½) consecutive hours per day, between 8:00 a.m. and 10:00 p.m., Monday to Sunday. Shifts shall be determined by meeting or operational needs. Regular work week is Monday to Friday

**Utilities**

- Wastewater Treatment Plant Classifications - Nine (9) consecutive hours between 7:00 a.m. and 5:00 p.m., Monday to Sunday

**SCHEDULE "D"**  
**CLASSIFICATIONS REQUIRED TO WORK OTHER**  
**THAN THE REGULAR WORK WEEK**

**Appendix D**  
**Page 6 of 7**

- Pumphouse Operator - Nine (9) consecutive hours between 7:00 a.m. and 5:00 p.m., Monday to Sunday
  
- Laboratory Technician - Nine (9) consecutive hours between 7:00 a.m. and 5:00 p.m., Monday to Friday
  
- Equipment Operator 3 (Steamer) - Afternoon shift of nine (9) consecutive hours between 11:30 a.m. and 8:00 p.m. Monday to Saturday. Normal hours apply to day shift
  
- Fleet
  
- Inventory Coordinator - Eight and one half (8 ½) consecutive hours between 7:00 a.m. and 5:00 p.m., Monday to Saturday
  
- Roads—Winter Operations (includes spring clean-up)
  
- Truck Sanders - Maximum of four (4) employees working nine (9) consecutive hours between 2:30 p.m. and 12:00 midnight Monday to Saturday.
  
- Equipment Operator 2, Equipment Operator 3, Equipment Operator 4, Truck Driver 3, Wing Truck Driver 3 - Dayshift consisting of nine (9) consecutive hours between 6:00 a.m. and 3:00 p.m. rotating with a night shift of nine (9) consecutive hours between 10:00 p.m. and 7:00 a.m., Monday to Saturday. Employees may remain on a steady shift on a voluntary basis with agreement of the Supervisor or for other reasons as mutually agreed between the Union and the Employer.
  
- Equipment Operator 2 (Arrowboard) - Night shift consisting of nine (9) consecutive hours between 10:00 p.m. and 7:00 a.m., Monday to Saturday
  
- Equipment Operator 3, Equipment Operator 4 - Up to three (3) shifts per day of nine (9) consecutive hours, Monday to Saturday
  
- Foreman/Assistant Foreman - Up to three (3) shifts per day of nine (9) consecutive hours, Monday to Saturday

**SCHEDULE "D"**  
**CLASSIFICATIONS REQUIRED TO WORK OTHER**  
**THAN THE REGULAR WORK WEEK**

**Appendix D**  
**Page 7 of 7**

Roads-Summer Operations

- Truck Driver 3 (Floater) - Up to eleven (11) positions working nine (9) consecutive hours per day, between 7:00 a.m. and 11:00 p.m., Monday to Friday. The Employer will share the work schedule with CUPE Local 399 at the beginning and at the end of the season.
- \* Equipment Operator 3 (sweeper) - Nine (9) consecutive hours between 10:00 p.m. and 7:00 a.m., Monday to Saturday.

Parks & Solid Waste

- Parks Worker 2, Labourer, Equipment Operator 1, Equipment Operator 2 - Nine (9) consecutive hours per day, Monday to Sunday, 7:00 a.m. to 9:00 p.m.
- Parks Worker 2 and Labourer (Masich Place Only) - Nine (9) consecutive hours per day, Monday to Sunday, 7:00 a.m. to 11:00 p.m.
- Equipment Operator 1, Equipment Operator 2 - Nine (9) consecutive hours per day, Monday to Sunday, 7:00 a.m. to 9:00 p.m.
- Cemetery Staff - Nine (9) consecutive hours per day between the hours of 7:00 a.m. and 6:00 p.m., Monday to Sunday (these hours of work will apply to employees hired, transferred, bumped or promoted into Cemetery Operations positions after June 20, 2008).
- Cemetery Coordinator - Eight and one half (8 ½) consecutive hours between 7:00 a.m. and 5:00 p.m., Monday to Friday.

**FINANCE**

- Revenue Control Clerk - Eight and one half (8 ½) consecutive hours between 8:00 a.m. and 5:00 p.m., Monday to Friday.
- Service Representatives - Call Centre: Eight and one half (8 ½) consecutive hours per day between 7:00 a.m. to 5:00 p.m., Monday to Friday.  
- Service Centre: Eight and one half (8 ½) consecutive hours per day between 8:00 a.m. to 5:00 p.m., Monday to Friday.

**LETTER OF UNDERSTANDING**

**Between**

**THE CITY OF PRINCE GEORGE**

**And**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #1048 and #399**

**BANKED OVERTIME PAYOUT**

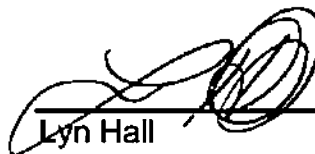
During the term of the current Collective Agreement, to allow for a trial period, the parties agree to amend the terms of Article 14.12 (c) as outlined below. This agreement may be terminated by either Party providing sixty (60) days written notice to the other Parties of its intention to do so.

14.12 Banked overtime

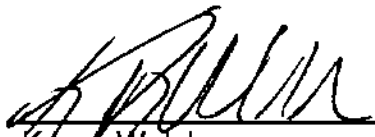
- (c) Payroll will review employees' banked overtime as of the last day of the pay period in which October 31<sup>st</sup> falls. Employees' banked overtime in excess of twenty (20) working days shall be paid out on the following paycheque.



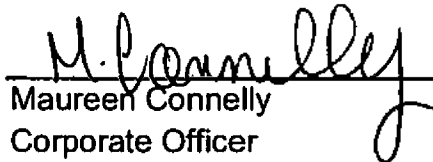
\_\_\_\_\_  
Diana Forfar  
President, CUPE Local 399



\_\_\_\_\_  
Lyn Hall  
Mayor



\_\_\_\_\_  
Karen Welch  
President, CUPE Local 1048



\_\_\_\_\_  
Maureen Connelly  
Corporate Officer

## **LETTER OF UNDERSTANDING**

**Between**

**THE CITY OF PRINCE GEORGE**

**And**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCALS # 399 AND # 1048**

### **FLEET TRAINING**

This letter of understanding replaces Article 29.04(b) of the collective agreement so long as this letter of understanding remains in effect.

The purpose of this letter is to enhance the City's ability to train back-up fleet operators and to improve employees' opportunities to obtain training and provide back-up coverage in fleet positions within their Divisions.

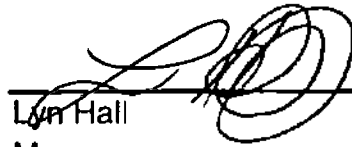
The term Fleet refers to vehicles or rolling equipment and these terms may be used interchangeably.

1. Within each Division, the Employer will make a list of fleet operator incumbents and qualified operators (qualified spares) who are employed within each Division. This list will be referred to as the Qualified Spare List.
2. Once completed, the Employer will post the Qualified Spare List on the bulletin board within the Division.
3. Employees are responsible to ensure that the list is accurate with respect to their qualifications. Any errors or omissions must be brought to the supervisor's attention within seven working days of the posting of the list or otherwise reasonably becoming aware of the list (ex. upon return from leave etc...).
4. Employees who transfer to another Division are responsible to ensure that their name is added to the Qualified Spare List in the new Division.
5. Employees who have a claim of competency on any City fleet but who have not been certified according to the City's practices will be added to the qualified spare list only upon receipt of a full safety orientation and a successful evaluation for competency. A claim of competency means: holding the appropriate licence for the equipment and having sufficient previous experience operating the equipment or similar equipment in a work setting such that competency will likely be established.
6. The Employer will provide a list of the number of qualified spare operators needed for each fleet operator position. When the number of qualified spare operators drops below the number required, a training opportunity will be posted.

7. Selection of trainees will be in accordance with Article 15.02 of the collective agreement with 1<sup>st</sup> preference given to applicants within the Division where the training opportunity exists. If there are no qualified applicants within the Division, the employer may then consider qualified applicants within the Department and then City wide.
8. Employees are eligible to apply and be awarded up to two trainee postings at any one time. Once the training period on either of the postings is complete, the employee will once again be eligible to apply on further postings.
9. Employees who receive training will be expected to act as spare operators.
10. The first eight hours of a training opportunity will be a trial period and the trainee may opt out of the training at any time during the first eight hours of training.
11. Training on fleet for incumbents or limited duration employees in positions where operation of the fleet is a necessary part of the job will not be posted; for example, the selection of a less than qualified candidate where no qualified candidate applies for a posting.



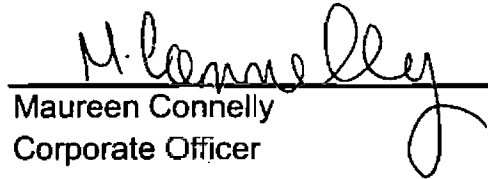
Diana Forfar  
President, CUPE Local 399



Lyn Hall  
Mayor



Karen Welch  
President, CUPE Local 1048



Maureen Connelly  
Corporate Officer

## **LETTER OF UNDERSTANDING**

**Between**

**CITY OF PRINCE GEORGE**

**And**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCALS #399 AND #1048**

### **FLEX TIME CONCEPT**

During the term of the Collective Agreement, the Parties agree to the following Letter of Understanding:

- A flex time agreement is an arrangement that allows employees to work additional time to be banked and taken as paid time off at a future, and mutually agreeable, time.
- Flex time agreements may be implemented in a department/division/work group by mutual agreement between the employees and the exempt supervisor. Employee participation in flex time is voluntary.
- Flex schedules shall be approved on an individual basis by the Manager or his/her designate, and in approving flexible hours and flex days off, the number one priority will be adequate coverage to maintain good service to our customers.
- There shall be no additional cost to the employer as a result of a flex time agreement.

Flex time agreements will be recorded in writing, with a copy provided to the Union President, and will be governed by the following principles:

- Rest periods as per Article 13.04 and 13.05 shall be maintained;
- Flex time worked and taken off must be entered into the payroll system;
- Flex time banked will be paid out upon termination of employment but will not be paid out under any other circumstances;
- When a choice is available about when to work flex time (either immediately before or immediately after the regular hours of work, or during the lunch break), those choices shall be offered to eligible employees in order of seniority;

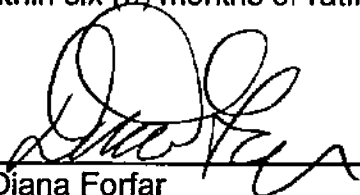
- **Employees who have flex time banked and transfer to a department/division/work group without a flex time agreement shall maintain their flex bank and be permitted to schedule flex time off at a mutually agreeable time;**
- **Each agreement shall contain a cancellation period of thirty (30) days.**

All flex time agreements shall include the following provisions:

1. **Either a minimum of one-half (1/2) hour to a maximum of one (1) additional hour per day may be worked, in half-hour (1/2) increments, and banked as flex time;**
2. **In order to bank flex time, employees must actually work all of the regular hours of work that day;**
3. **Additional time worked must be an extension of the regular working hours and may be worked during the usual lunch break, provided a minimum of one-half (1/2) hour break is maintained;**
4. **Flex Time is not to be used to replace overtime;**
5. **Employees with flex time agreements may take no more than two (2) consecutive days off using their banked flex time.**

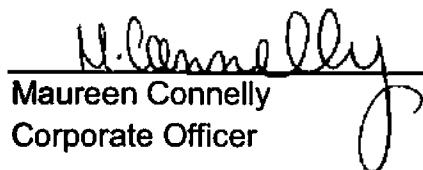
Flex agreements implemented after the date of Ratification of this Agreement shall permit an employee to bank a maximum of twenty-four (24) hours of flex time at any one time.

All existing flex time agreements shall be transitioned to this Letter of Understanding within six (6) months of ratification of the Memorandum of Agreement.

  
\_\_\_\_\_  
Diana Forfar  
President, CUPE Local 399

  
\_\_\_\_\_  
Lyn Hall  
Mayor

  
\_\_\_\_\_  
Karen Welch  
President, CUPE Local 1048

  
\_\_\_\_\_  
Maureen Connelly  
Corporate Officer

## **LETTER OF UNDERSTANDING**

**Between**

**THE CITY OF PRINCE GEORGE**

**And**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #1048**

**GUARD, WATCH CLERK AND RCMP SERVICE REPRESENTATIVE**

### **HOURS OF WORK**

The following will apply to 1) Guard positions, 2) Watch Clerk positions, and 3) Service Representative positions at the R.C.M.P. Detachment.

1. The Terms of the Collective Agreement apply except when changed and otherwise noted in this memorandum.
2. Employees scheduled to work a twelve (12) hour shift will be paid at straight time for all hours during their regular shift.
3. Shifts for the positions shall be as set out in Schedule "D" of the Collective Agreement.
4. Breaks for the twelve (12) hour Watch Clerk and Service Representatives shall be one (1) hour paid meal break and three (3) ten (10) minute rest breaks.

Breaks for the twelve (12) hour Guard position shall be one (1) hour paid meal break to be combined with three ten (10) minute rest breaks for a total of one and one half (1 ½) hours. Mealtime Relief Employee to be supplied by the Employer may be scheduled on a split shift, two (2) hours per shift or at least four (4) consecutive hours.

5. Shift differential shall be paid on the Night Shift only at Night Shift rate. Sunday premium shall be paid for all shift hours for shifts that begin on Sunday. The shift differential shall be paid at the shift differential rate defined in the current Collective Agreement.
6. Any time worked in addition to a completed shift or in the event of a callout shall be paid at the appropriate rate of pay as per the Collective Agreement.
7. Employees on the above mentioned shifts required to work on a Statutory holiday will be paid a premium only if their shift begins on the Statutory holiday. Coverage will not be required on Statutory holidays in the positions on the eight (8) hour shifts.

8. Either party may withdraw this Letter of Understanding at the expiry of the current Collective Agreement.



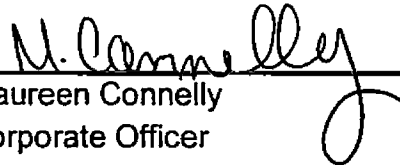
Diana Forfar  
President, CUPE Local 399



Lyn Hall  
Mayor



Karen Welch  
President, CUPE Local 1048



Maureen Connelly  
Corporate Officer

**TERMS OF REFERENCE**  
**BETWEEN THE CITY OF PRINCE GEORGE**  
**AND**  
**THE CANADIAN UNION OF PUBLIC EMPLOYEES,**  
**LOCALS #399 AND #1048**  
**ON MAINTAINING**  
**JOINT HEALTH AND SAFETY COMMITTEES**

1. Introduction and Functions

The mandate of the Joint Health & Safety Committees and its members is to positively impact the health and safety for workers at the City of Prince George. At the locations below, Joint Health and Safety Committees shall meet monthly to fulfil regulated requirements specific to the area represented. The Committees shall participate in inspections, investigations, risk assessments, procedure review and trend analysis in order to make recommendations to prevent injuries. They will also create and distribute minutes to the employer and union representatives.

Joint committee representatives may meet with appropriate managers or supervisors to review implementation plans for the recommendations.

2. Membership on Committees

There shall be four (4) Committees:

RCMP	2 employer representatives, 2 worker representatives
City Hall	2 employer representatives, 4 worker representatives
City Yard	4 employer representatives, 8 worker representatives
Community Services & Public Safety	2 employer representatives, 5 worker representatives

The Committee composition is based on current organizational structure and may be adjusted by mutual agreement of the Parties. Each Party will appoint alternates to the Committees who attend meetings in the absence of a regular member.

Each Committee will have a Senior Leadership Team Sponsor ("Committee Sponsor"), who may attend Joint Committee meetings but is not considered a regular member.

A list of Committee members and the alternates shall be posted on area Safety Boards as well as on the City's Intranet site.

3. Attendance at Meetings

Both Parties agree that attendance at meetings is of paramount importance and members should make every effort to attend or have an alternate attend in their place. Release from duty to attend Safety Committee meetings will not be unreasonably withheld.

4. Terms of Office

Committee members are recommended to participate for a period of at least two (2) years. Changes in office should occur yearly to provide overlap between new and experienced members. Committee members are not limited to a single term. This will ensure that fully trained and experienced committee members are available at all times. Worker Representatives will be chosen in accordance with a procedure established by CUPE. Employer Representatives will be appointed by the City.

5. Co-Chairs

- a) Each committee will elect two (2) Co-Chairs from its membership; one (1) selected from the worker representatives, and one (1) from the employer representatives. The election of these individuals will be notified to both the City and the Union.
- b) The Co-chairs will:
  - Rotate chairing the meetings;
  - Prepare the agendas and approve meeting minutes;
  - Review previous meeting minutes and material prior to meetings;
  - Arrange for meeting places;
  - Notify members of meetings;
  - Forward copies of meeting minutes to the Committee members, Managers within the Committee's Department, the Health & Safety Division, and the Union;
  - Invite resource people as approved by the Committee;
  - Prepare recommendations and forward to the employer for a response.
  - Guide discussion towards a decision or an action plan and assign responsibility; and

- Ensure Management and Union Presidents are informed of any outstanding, recurring or severe issues.

6. Records

Joint Committees will keep accurate records of all matters that come before it. The most recent three (3) meeting minutes shall be posted to local Bulletin Boards, and the minutes retained electronically.

Where informal Divisional committees exist, minutes of those meetings will be forwarded to the area Joint Committee in a timely manner.

7. Meetings

Committees will meet on a monthly basis and special meetings may be arranged if required.

A quorum shall consist of fifty percent (50%) plus one (1) of the members. Employer representatives cannot outnumber worker representatives.

A member of a Joint Committee is entitled to perform the functions and duties of the committee including preparing for and attending meetings of the committee, without loss of pay.

8. Agendas and Minutes

A standard format for agendas & minutes will be implemented for use by all Joint Health & Safety Committees.

An agenda will be prepared by the co-chairs and distributed to the members one week prior to the meeting.

Minutes of the meeting will be prepared within five (5) working days after the meeting and distributed to the committee members, alternate members and Union Presidents. The Health & Safety Division will ensure that minutes are distributed appropriately for posting on Health & Safety noticeboards in relevant areas.

9. Issue Resolution

Co-Chairs must generate a Recommendation form when an issue cannot be resolved by a Joint Committee, or when an action requires support from upper management.

Management is obligated to respond, in writing, within twenty-one (21) days.

The Recommendation form and Management response shall be forwarded to the CUPE Presidents by the Worker Representative Co-Chair.

When a Joint Committee is unsatisfied with the outcome of a Recommendation, the Co-Chairs and the Committee Sponsor shall bring the issue before the Directors' Safety Steering Group for debate and resolution. The Union Presidents will be invited to attend to participate in the discussion.

When a resolution has still not been reached, the Co-Chairs, together with the Manager, Health & Safety, shall bring the issue to WorkSafeBC for input and a resolution.

**Employer Obligations to Committees**

1. Educational Leave

New members are required to attend new member training within six (6) months of appointment to a committee. This is a legal requirement. This course is in addition to the annual training day allocated to each representative, but is only for the first year of membership on a Committee.

Each member of a Joint Committee is entitled to a paid annual safety related educational leave of eight (8) hours, and one member may designate another member to utilize all or part their leave. The employer will offer courses throughout the year, hosted internally or by WorkSafe, the BCMSA, BC Federation of Labour, or other provider if agreeable to the Committee Co-Chairs.


2. Other Obligations

The employer must provide the Joint Committee with:

- Clerical support; and
- Equipment necessary for carrying out the committee's duties.


**Terms of Reference Amendment**

These terms of reference may be amended by mutual agreement of the Employer and the Union.




---

Diana Forfar  
President, CUPE Local 399



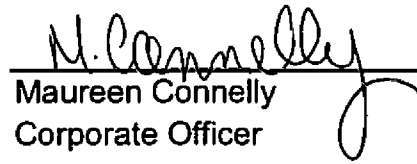
---

Lyn Hall  
Mayor



---

Karen Welch  
President, CUPE Local 1048



---

Maureen Connelly  
Corporate Officer

**LETTER OF UNDERSTANDING**

**Between**

**THE CITY OF PRINCE GEORGE**

**And**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCALS #399 AND #1048**

**ARTICLE 9.07 - PART-TIME EMPLOYEES**

During the term of the Collective Agreement, to allow for a trial period, the parties agree to apply the following provisions in place of Article 9.07 of the Collective Agreement.

While these provisions are in place, all references elsewhere in the Collective Agreement or other, existing agreements to "irregular part time" will be substituted with "casual" as set out in this agreement.

**9.07 Part-time Employees**

**(a) Definition**

- (i) Part-time employees shall be defined as any employee not working a regular forty (40) or thirty-seven and one-half (37½) hour work week, or other full-time schedule as agreed between the Parties, and shall be paid in accordance with the rate applicable in the Schedule under which the employee is working.**
- (ii) Part-time positions shall be posted except as amended by Article 15.01.**

**(b) Regular Part-time Employee**

- (ii) A regular part-time employee is an employee who the employer expects to schedule for eighteen (18) hours per week or more. Regular part-time employees who are scheduled for less than eighteen (18) hours in a week shall have preference over a casual employee for additional shifts in their classification.**
- (iii) Nothing in this section is a guarantee of a minimum amount of hours per week or as a commitment, other than where specified, to give**

preference for available shifts to Regular Part-time or Casual Employees.

- (vi) At the time of his or her appointment to a regular part-time position, an employee may choose to receive benefits under the Collective Agreement including vacations, all paid leaves of absence and the benefit plans included in Article 23. Sick leave, vacation leave, weekly indemnity, statutory holidays and paid leaves of absence shall be earned on a prorated basis.

The employee's use of vacation and sick leave is based on the average hours he or she has worked in the previous six (6) months. Employees may also use additional vacation hours from their vacation accruals to top up their daily hours during their vacation period to the full regular daily hours associated with their position.

- (vii) Regular part-time employees who do not choose to receive the benefits identified in part (iii) will receive twelve percent (12%) of gross pay in lieu of those benefits.
- (viii) Pension entitlements will be prorated on the basis of hours paid (excluding overtime).
- (ix) In the event that a part-time employee is displaced from his/her position, the following shall apply:
  - i. Benefit coverage shall be maintained for a period of three (3) months;
  - ii. If the employee does not work a shift for a period of twelve (12) months, they will lose seniority and their employment will be terminated.

(c) Casual Employees


- (iii) Definitions:

Casual employees are part time employees employed in any of the capacities listed below:

- i. Primarily to backfill for regular part-time or regular full-time employees who are absent;

- ii. As a supplementary labour pool for special events or overload work; or
  - iii. As students providing instruction or supervision in a recreational activity. The term student applies to secondary school students or full-time students in a post-secondary program at a publicly accredited institution, including while on break periods prior to graduation from the program or in transition from secondary to post-secondary.
- (iv) Casual employees identified in (i) i and (i) ii may work up to two (2) shifts per week that are not considered replacement or overload/special event related in order that a pool of employees may be maintained with the skills necessary to perform the work. Jail Guards working shifts to provide break relief will be considered to be backfilling an employee who is absent.
  - (v) Casual employees shall be entitled to twelve percent (12%) of gross pay in lieu of all benefits including vacations and statutory holidays.
  - (vi) Casual employees shall not accrue seniority but shall have a secondary seniority date coincident with their start date of employment.
  - (vii) The secondary seniority date for a regular or limited duration employee who moves to a casual position without a break in service shall be their original start date of employment.
  - (viii) A casual employee's secondary seniority date will be used for the following purposes:
    - i. to establish preference for vacation scheduling among other casual employees within the same classification and Division;
    - ii. to be the governing factor among casual employees in a job posting competition where two (2) or more are relatively equal in qualifications and ability to perform the work. If casual employees share the same secondary seniority date, they will be ranked next by their employee number in chronological order;
    - iii. as a factor in scheduling practices used within the Aquatics, Community Arenas and Facilities Maintenance Divisions.
  - (ix) A casual employee shall lose their secondary seniority in the event that:
    - i. The employee gains regular seniority as defined by (ix) below;

- ii. The employee is discharged and not reinstated;
  - iii. The employee resigns.
- 
- (x) On a quarterly basis, the Employer will provide the Union with a list of casual employees including their name, secondary seniority date and classification.
  - (xi) Casual employees who are appointed to regular positions on a full-time, part-time or limited duration basis shall be required to serve a new period of probation under Article 9.06 and their seniority date shall be the date of their appointment to the regular position.




---

Diana Forfar  
President, CUPE Local 399



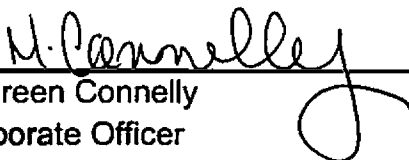
---

Lyn Hall  
Mayor



---

Karen Welch  
President, CUPE Local 1048



---

Maureen Connelly  
Corporate Officer

**LETTER OF UNDERSTANDING**

**Between**

**THE CITY OF PRINCE GEORGE**

**And**

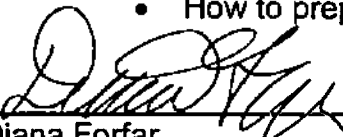
**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCALS #399 AND #1048**

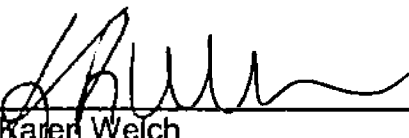
**RECRUITMENT & SELECTION TRAINING**

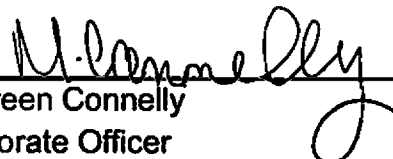
Whereas the Parties are supportive of fostering a greater understanding of the City's recruitment and selection processes, and in assisting employees to be prepared for the competition process when they apply for different positions, the Parties agree that:

1. Beginning in 2022 and continuing on an annual basis, the City will provide a training session focusing on the City's recruitment and selection processes to the executive members of CUPE Locals #399 and #1048;
2. Beginning in 2022, the City will provide multiple training sessions each year to employees that will include the following information:
  - An outline of the typical steps involved in the competition process;
  - How to use the City's online application system;
  - How to prepare a resume and covering letter;
  - How job descriptions inform the recruiting process;
  - How to understand a job description in order to determine the skill sets required for success in a particular role;
  - How to prepare for an interview.

  
\_\_\_\_\_  
Diana Forfar  
President, CUPE Local 399

  
\_\_\_\_\_  
Lyn Hall  
Mayor

  
\_\_\_\_\_  
Karen Welch  
President, CUPE Local 1048

  
\_\_\_\_\_  
Maureen Connelly  
Corporate Officer

**LETTER OF UNDERSTANDING**

**Between**

**THE CITY OF PRINCE GEORGE**

**And**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCALS #399 AND #1048**

**SCHEDULE D**

Where the Employer feels that there is a bona fide need to add a Classification or Position to Schedule "D" so that normal or regular hours for that Classification/Position may be different than those described in Article 13.01 or 13.02, or to adjust the hours of work for a Classification/Position currently listed in Schedule "D", the following procedures shall be followed:

New or Vacant Positions

1. When agreements to alter hours cannot be reached under Article 13.01 or 13.02 and where the Employer intends to alter the regular hours of work for a position which is new or vacant, it will provide the Union with twenty (20) days prior notice of the proposed hours of work for the position(s) along with its reasons for such changes. Bona fide reasons shall include the need to significantly improve service, costs or efficiencies. The Employer will provide details of what the improvements are anticipated to be. This notice period may be waived by mutual consent. Consent will be granted in emergency situations where a local state of emergency has been declared.
2. The Union will have an opportunity to meet with the Employer to make representations with respect to the alteration in hours of work.
3. The Union will not unreasonably withhold consent to an alteration to the regular hours of work. If the Union does withhold consent, it shall provide its reasons for doing so to the Employer.
4. Where there is no mutual agreement to an alteration to the regular hours of work, the matter shall be referred to an Hours of Work Umpire who shall convene a hearing within fourteen (14) business days of the referral.
5. The Employer may proceed to fill the vacancy and the proposed regular hours of work will be noted on any posting for that vacancy. Should the matter not be resolved before the Employer is ready to appoint a candidate to the position, the candidate may commence work under the proposed regular hours of work.

6. The Hours of Work Umpire will first assist the parties to reach mutual agreement regarding the hours of work for the position(s). Should the Parties fail to reach agreement, the Umpire will evaluate the rationale of both Parties to render his decision. The Umpire's decision will be in writing and will be binding on the Parties but shall not be precedent setting.
7. A decision of an Hours of Work Umpire to reject the proposed amendment to the regular hours of work shall be retroactive such that overtime premiums will be paid to employees who worked the shift during the interim period.

#### Existing Positions with Incumbents


8. When agreements to alter hours cannot be reached under Article 13.01 or 13.02 and where the Employer intends to alter the regular hours of work for a position with an existing incumbent, it will provide the Union and the affected employee(s) with twenty (20) days prior notice of the proposed hours of work for the position(s) along with its reasons for such changes. Bona fide reasons shall include the need to significantly improve service, costs or efficiencies. The Employer will provide details of what the improvements are anticipated to be.
9. The Union will have an opportunity to meet with the Employer to make representations with respect to the alteration in hours of work.
10. Within thirty (30) calendar days of being notified, the Union shall inform the Employer of its decision to agree or not to agree to such changes. When making its decision, the Union will consider the bona fide impact that such change may have on the affected members' personal and family needs. Agreement to such change will not be unreasonably withheld by the Union.
11. Where there is no mutual agreement to an alteration to the regular hours of work, the matter shall be referred to an Hours of Work Umpire who shall convene a hearing within fourteen (14) business days of the referral.
12. The Umpire will first assist the parties to reach mutual agreement regarding the hours of work for the position(s). Should the Parties fail to reach agreement, the Umpire will evaluate the rationale of both Parties to render his decision. The Umpire's decision will be in writing and will be binding on the Parties but shall not be precedent setting.
13. Where there is a dispute between the Parties, the affected employee(s) shall not commence the altered hours of work until the Umpire has rendered his/her decision.
14. Employees who are affected by an hours of work change under this Letter of Understanding shall be offered the amended work shifts on the basis of seniority (high to low) provided they are qualified to perform the work. In the event that the Union agrees with, or an Umpire rules in favour of the proposed changes, and there are insufficient employees who agree to accept the work shifts, the Employer shall assign the work in reverse order of seniority (low to high) to employees who are qualified to perform the work.


#### Umpires

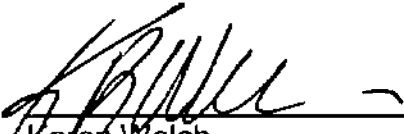
15. The Umpire shall be selected from the following mutually agreed upon list on a rotational basis. Should an Umpire not be available within the specified timeframe, the next name on the list shall be selected.

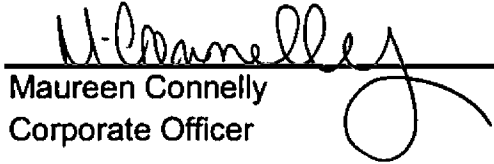
- i. Mark Brown
- ii. James Dorsey
- iii. John Hall
- iv. Irene Holden

The Parties will share in equal portions the fees and costs of the Umpire.

  
\_\_\_\_\_  
Diana Forfar  
President, CUPE Local 399

  
\_\_\_\_\_  
Lyn Hall  
Mayor

  
\_\_\_\_\_  
Karen Welch  
President, CUPE Local 1048

  
\_\_\_\_\_  
Maureen Connelly  
Corporate Officer

## **LETTER OF UNDERSTANDING**

**Between**

**THE CITY OF PRINCE GEORGE**

**And**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #399**

### **SCHEDULED OVERTIME – UTILITY OPERATIONS**

During the term of the current Collective Agreement, and notwithstanding Article 14.03, the Parties agree to the following process for the scheduling of Truck Driver for overtime shifts in Utility Operations. Upon sixty (60) days written notice, either the Employer or the Union may terminate this Agreement.

1. This letter of understanding will operate during the summer season only.
2. Where there is a scheduled overtime shift requiring Truck Drivers in Utility Operations that is not an extension of a regular shift, the Employer will first schedule employees who are employed in the classification of Truck Driver from within the Utilities Division.
3. If the Employer is unable to schedule sufficient employees who are employed as Truck Drivers from within the Utilities Division to fulfill the requirements for the overtime shift, then the Employer will offer the overtime opportunity to employees who are employed in the TD3 classification (or TD4 if required operationally) from other Divisions.
4. After offering the overtime opportunity to employees employed in the TD3 classification (or TD4 if required operationally) from other Divisions within the Department, the employer may then offer the overtime opportunity to an employee who is qualified as a Truck Driver from within the Division.
5. When applying the priorities described in this letter to distribute the overtime opportunities, the Employer will also apply the principle in Article 14.03 to distribute the overtime as equally as practicable.

6. This letter of understanding applies only where the Employer schedules Truck Drivers in Utility Operations to work on an overtime basis and in no way creates an independent right to overtime.



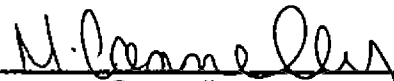
\_\_\_\_\_  
Diana Forfar  
President, CUPE Local 399



\_\_\_\_\_  
Lyn Hall  
Mayor



\_\_\_\_\_  
Karen Welch  
President, CUPE Local 1048



\_\_\_\_\_  
Maureen Connelly  
Corporate Officer

**LETTER OF UNDERSTANDING**

**Between**

**THE CITY OF PRINCE GEORGE**

**And**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCALS #399 AND #1048**


**SEASONAL POSITIONS**

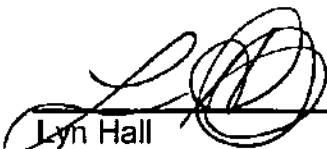
WHEREAS many of the positions listed in Schedule "A" of the Collective Agreement are subject to normal seasonal variation and the Parties are desirous of fostering continuous, year-round employment;

THEREFORE the Parties agree as follows:

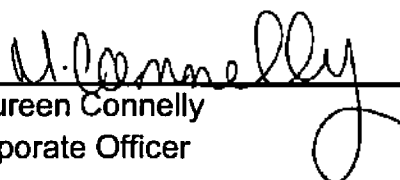
- a. The terms of this Letter of Understanding shall apply only to positions in Schedule "A" of the Collective Agreement.
- b. Where a position in Schedule "A" is subject to normal seasonal variation (seasonal position), that fact will be noted on any posting for a vacancy in that position.
- c. Candidates for a posting will be entitled to hold rights to up to two positions if:
  - i. one position is a continuous position and the other position is a seasonal position; or
  - ii. both positions are seasonal positions but in opposing seasons (e.g. winter vs. summer).
- d. An employee who relinquishes a seasonal position to return to a continuous position, may be held in the seasonal position until the end of the season.
- e. Employees holding continuous positions in the following classifications are not eligible to also hold seasonal positions:
  - i. all Certified Trades positions;
  - ii. Foreman;
  - iii. Cemetery Caretaker; and
  - iv. Any other position agreed to by the Parties.
- f. The following classifications have restrictions in their ability to hold a continuous and seasonal position:

- i. Continuous Irrigation Technicians may not hold a summer seasonal position (with the exception of seasonal Foreman in Parks);
  - ii. Utility Serviceperson or Utility Serviceperson-in-Training may not hold a summer seasonal position. In addition to the employees specified in paragraph (h), a maximum of two (2) continuous Utility Serviceperson or Utility Serviceperson-in-Training may hold a winter seasonal position.
- g. The bumping provisions of Article 16.01 of the Collective Agreement shall apply to employees who are displaced from seasonal positions; however the finishing of work at the end of a season is not deemed to be a displacement (lay-off) for that purpose. Permanent full-time employees who do not have another position in the off season will qualify for recall rights under Article 16.01(b).
- h. CUPE Local 399 members who, at the signing of the 2017 Collective Agreement, hold both a seasonal position and a continuous position that would not otherwise be eligible under paragraphs e and f of this agreement, will continue to hold rights to their existing positions. New appointments will be subject to the terms of this agreement.

  
\_\_\_\_\_  
Diana Forfar  
President, CUPE Local 399

  
\_\_\_\_\_  
Lyn Hall  
Mayor

  
\_\_\_\_\_  
Karen Welch  
President, CUPE Local 1048

  
\_\_\_\_\_  
Maureen Connelly  
Corporate Officer

## **LETTER OF UNDERSTANDING**

**Between**

**THE CITY OF PRINCE GEORGE**

**And**

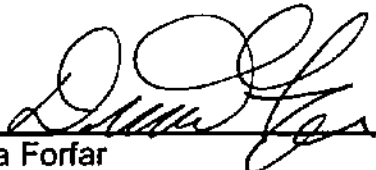
**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCALS #399 AND #1048**

### **SEASONAL TRANSFERS BETWEEN EXHIBITION PARK, COMMUNITY ARENAS & CIVIC OPERATIONS POSITIONS**

In the interest of providing increased security of employment to employees and more consistency in staffing for Exhibition Park & Community Arenas positions and summer seasonal Civic Operations positions, the Parties agree to the following:

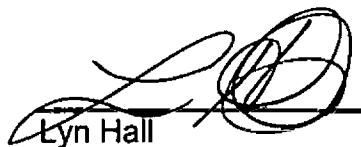
1. Employees holding eligible positions in the Civic Operations Department may elect to apply for eligible positions in Exhibition Park or Community Arenas without having to relinquish their original position.
2. Employees holding eligible positions in Exhibition Park or Community Arenas may elect to apply for eligible positions in the Civic Operations Department without having to relinquish their original position.
3. Eligible positions in the Civic Operations Department are defined as summer seasonal positions. Eligible positions in Exhibition Park or Community Arenas are defined as part-time positions and up to a maximum of two (2) full-time Facility Operator positions. If the number of concurrent candidates for positions under the terms of this Letter of Understanding exceed the number of eligible positions in the Facility Operator position, then the most senior candidate will be the first to be offered the opportunity to maintain both positions, followed by the next senior candidate and so on.
4. Transfer between the Exhibition Park/Community Arenas position and the Civic Operations Department position will be based on operational requirements and will be jointly determined by the management supervisor in each Division. If everything else is equal, the decision about which employee to transfer, among two (2) or more employees, shall be made on a voluntary basis by seniority.
5. In order to facilitate seasonal overlap or increased demands, staff may be required to work some shifts in their other position prior to the effective date of their transfer to that other position.

6. Employees holding a seasonal position and a part time position shall maintain their seniority date and eligibility for benefits. The employee's seniority date shall be established in accordance with the applicable Article of the Collective Agreement.
7. When filling positions at the beginning of a season, senior employees on lay-off will be recalled in accordance with Article 16 before junior employees are transferred to those positions.
8. Any one of the three (3) Parties to this agreement may cancel this agreement at any time upon thirty (30) days written notice to the other Parties of its intention to do so.




---

Diana Forfar  
President, CUPE Local 399



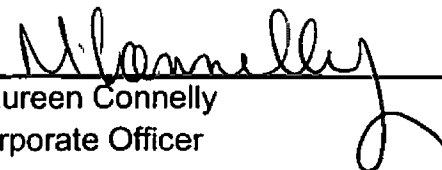
---

Lyn Hall  
Mayor



---

Karen Weich  
President, CUPE Local 1048



---

Maureen Connelly  
Corporate Officer

**LETTER OF UNDERSTANDING**

**Between**

**THE CITY OF PRINCE GEORGE**

**And**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #1048 and #399**

**STUDENT PLACEMENT OPPORTUNITIES**

WHEREAS the Employer and the Union are desirous of being a leader in the community in providing opportunities related to student work experience programs and;

WHEREAS the Unions are supportive of those programs where they do not negatively impact employment for their members;

THEREFORE the Parties agree as follows:

1. This agreement will apply only to student work experience programs that are associated with secondary or post-secondary institutions or such other organizations that the Parties both agree are applicable in the circumstances;
2. A student is someone who is enrolled full-time in a secondary or post-secondary institution immediately before and after the period of work experience;
3. The work experience program may be paid, unpaid secondary school placements, or funded through a grant related to the program;
4. This agreement does not replace or alter in any way the Co-operative (CO-OP) provisions contained in Article 9.09 of the Collective Agreement;
5. Work experience terms under this agreement will be for a maximum of 20 weeks' duration;
6. The employment of students in work experience terms will not adversely affect existing jobs or employees covered by the Collective Agreement including but not limited to loss of overtime opportunities for bargaining unit members;
7. Employees on layoff will be recalled prior to any students being placed within the same classification as the laid-off employee;

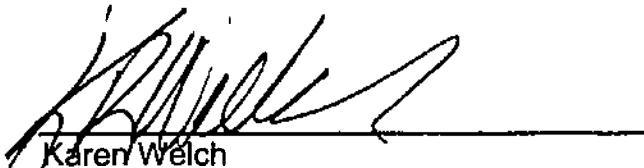
8. Where the work experience program requires a student to be paid, students will be paid seventy percent (70%) of the nearest paygrade which corresponds with their placement;
9. Where students are paid for their work experience placement, they shall receive twelve percent (12%) of gross wages in lieu of vacation, statutory holidays, sick leave, other paid leaves and benefits;
10. Where a grant is provided to fund the work experience program, the grant will govern what the wage rate will be if the wage rate of the grant is more than seventy percent (70%) of the nearest pay grade which corresponds with their placement;
11. Students do not acquire seniority;
12. The employer will report the number of students, wage rates, and which job placement position they held on an annual basis.
13. Either party may end this Letter of Understanding with thirty (30) days' notice to the other party.



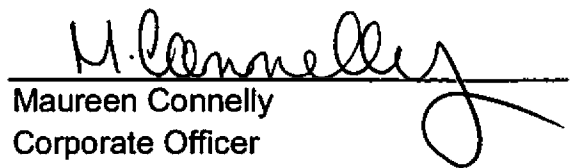
Diana Forfar  
President, CUPE Local 399



Lyn Hall  
Mayor



Karen Welch  
President, CUPE Local 1048



Maureen Connelly  
Corporate Officer

## **LETTER OF UNDERSTANDING**

**Between**

**THE CITY OF PRINCE GEORGE**

**And**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #1048 and #399**

### **TRANSITIONAL WINTER OPERATIONS POSITIONS**

During the term of the current Collective Agreement, to allow for a trial period, the parties agree to add the below mentioned Winter Operations Transitions Letter of Understanding to the Collective Agreement. Upon sixty (60) days written notice, either the Employer or the Union may terminate this Agreement.

#### Home Position to Winter Season Position

Where an afternoon or night shift is established for the purpose of transition into winter operations, placement of employees on those shifts shall be based on the following priority order:

1. By order of seniority, members who express an interest, are not on lay-off, own a winter season position, and based on operational requirements can be released from their home position. Members who express an interest shall be paid the rate for the position required.
2. If an insufficient number of members express an interest, members will be appointed by reverse order of seniority within the group of employees who are not on layoff, own winter season positions in the classification required, and based on operational requirements can be released from their home position. Members shall be paid their winter seasonal rate when appointed.

#### Winter Season Position to Home Position

When the winter season ends, members shall return to their home positions based on the following priority order:

1. By order of seniority members who express an interest to immediately return to their home position and based on operational requirements can be released from their winter season position. Members shall be paid their home position rate starting at the time they return to their home position.

2. If an insufficient number of members express an interest, members will return to their home positions by reverse order of seniority subject to qualifications, and operational requirements within the member's home division. Members shall be paid their home position rate starting at the time they return to their home position.



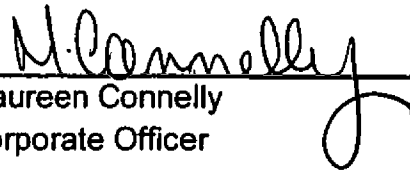
Diana Forfar  
President, CUPE Local 399



Lyn Hall  
Mayor



Karen Welch  
President, CUPE Local 1048



Maureen Connelly  
Corporate Officer



**MISCELLANEOUS LETTERS OF UNDERSTANDING**

**For Reference Purposes**

**LETTER OF UNDERSTANDING**

**Between**

**THE CITY OF PRINCE GEORGE**

**And**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL #1048**

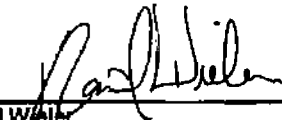
**(Aquatic Dual Incumbencies)**

In the interest of providing increased security of employment for Aquatics employees holding part-time positions, the Parties agree to the following:

- a. This letter of understanding applies to positions within the Aquatics Division only.
- b. Postings for vacancies in part-time positions will indicate whether the position is "regular" part-time (expected to be scheduled for more than 880 hours per year) or "irregular" part-time (expected to be scheduled for less than 880 hours per year).
- c. Employees who are incumbents in a part-time position in the Aquatics Division (the original position) may accept an appointment to another part-time position in the Aquatics Division without having to relinquish their original position provided that at least one of the positions is "irregular" part-time.
- d. Scheduling for the "regular" part time position will be given priority over the "irregular" part-time position.
- e. Employees will not accept call-in shifts for either position which will place them in an overtime position unless specifically authorized by the (appropriate supervisor).
- f. Where an employee holds a "regular" part-time position, that position will be listed in their employee master file for benefit and other purposes tied to the employee's incumbency.
- g. Where an employee holds two "irregular" part-time positions, the higher paying position will be listed in their employee master file for benefit and other purposes tied to the employee's incumbency.
- h. Sick leave and any other paid leave will be paid at the rate of pay the employee would have earned but for the leave.
- i. Employees may hold incumbencies in a maximum of two part-time positions within the Aquatics Division at any one time.
- j. This letter of understanding does not alter the status of employees who, in accordance with past practice, hold more than one incumbency within the Aquatics Division at the time of signing this agreement. Grandfathered employees are listed in appendix A, attached to this agreement. These employees shall be grandfathered for as long as they hold the positions held at the time of signing this agreement. Grandfather status will end when a grandfathered employee accepts an appointment to a new position and all the terms of this letter of understanding shall apply.

k. Either Party to this agreement may cancel this agreement at any time upon thirty (30) days written notice to the other Party of its intention to do so. Any employee holding a dual incumbency at the time of cancelling this agreement shall be grandfathered for so long as they maintain those positions. Grandfather status shall end at the time of accepting an appointment to a new position.

Signed this 1<sup>st</sup> day of March, 2010 *pt*

  
\_\_\_\_\_  
David Wheeler  
President, CUPE Local

  
\_\_\_\_\_  
Kathleen Scitis  
City of Prince George

## LETTER OF UNDERSTANDING

Between:

THE CITY OF PRINCE GEORGE

And:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1048

Re: Event Maintenance Worker Uniforms – Prince George Civic Centre

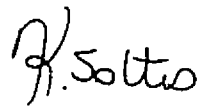
The intention of the Prince George Civic Centre is to provide a uniform that is professional in appearance, fits the employee well, is suitable to the working environment and represents our branding as a premier event facility in the Region. Event Maintenance Workers (EMW) employed at the Prince George Civic Centre (PGCC) are required to wear uniforms and abide by the following dress code principles:

- 1) If required, and during the period of one (1) calendar year, Event Maintenance Workers will be issued: three (3) uniform shirts, short or long sleeve at the employee's option; two (2) pairs of black pants; and, if desired, one (1) hat. The PGCC may provide additional uniform articles if appropriate.
- 2) Replacement articles will be provided on an as needed basis. EMW's are required to present worn out articles to the Facility Foreman to be replaced.
- 3) All uniform articles will display the PGCC logo and will remain the property of the PGCC. No alterations may be made to the uniform unless approved by the PGCC.
- 4) In order to prevent unnecessary wear and tear, uniform articles are to be worn for work purposes only, including transportation to and from work if desired.
- 5) The PGCC may periodically make changes to the uniform in order to maintain a professional appearance. If a change in colour or style is contemplated, the PGCC will give an opportunity for staff members to provide input about their preferences prior to implementing a change.
- 6) Uniform articles should be in good repair, clean, and professional in appearance including:
  - a) no holes, paint stains, badly wrinkled, etc. . .
  - b) uniform shirts are to be tucked-in with no more than two buttons opened from the neck down;
  - c) uniform pants are to be worn with a black belt, and, if visible, dark coloured socks; and,
  - d) optional hat supplied by the PGCC bearing its logo may be worn if desired and will be the only hat permitted.

Letter of Understanding  
Event Maintenance Worker Uniforms  
Page 2

- 7) Uniforms are to be worn with safety footwear for which an annual allowance is provided by the City of Prince George. Safety footwear will be dark in colour (i.e. black, brown or dark grey) to coordinate with the black pants.
- 8) This letter of understanding shall be in effect upon the date of execution and will continue in effect during the term of the collective agreement and subsequent renewal agreements unless specifically altered or cancelled during collective bargaining to renew the agreement.

Signed this 23 day of November, 2011

  
\_\_\_\_\_  
City of Prince George

  
\_\_\_\_\_  
CUPE Local 1048

**LETTER OF UNDERSTANDING**

**Between:**

**THE CITY OF PRINCE GEORGE**

**And:**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES. LOCAL 1048**

**(Grandparenting RCMP Data Processor Rate)**

Whereas the Parties agreed during bargaining to renew the 2013 - 2016 collective agreement to move the classification of RCMP Data Processor from Schedule B, payband 11 to Schedule C, payband 8; and

Whereas the new hourly rate in Schedule C is slightly less than the hourly rate than the classification received in Schedule B;

Therefore the Parties agree as follows:

1. A special rate will be created in Schedule C for RCMP data processors with an equivalent hourly rate to Schedule B, payband 11.
2. The special rate will receive the same general wage increase as applies to other wage rates in the collective agreement.
3. Should the classification be vacated, with no incumbents in it, then the rate will revert to the negotiated rate in Schedule C, payband 8.

Signed this 6 day of DECEMBER, 2017

  
\_\_\_\_\_  
City of Prince George

  
\_\_\_\_\_  
CUPE Local 1048



**LETTER OF UNDERSTANDING**

Between:

**THE CITY OF PRINCE GEORGE**

And:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 399 and 1048**

**(Re: Increased AD&D Coverage)**

Whereas Article 23 addresses the provision of benefits and freezes the benefit level at those provided on December 31, 2001 plus improvements, except by mutual agreement; and

Whereas the City has entered into an agreement with a new insurance provider, Industrial Alliance Insurance & Financial Services Inc., for AD&D coverage; and

Whereas the Industrial Alliance does offer benefits at our current level but, for the same premium, will actually provide higher levels of benefits than what is currently provided; and

Whereas the City is willing to enter into the agreement with Industrial Alliance for higher levels of AD&D benefits but does not wish to commit to these higher levels should the cost significantly increase, a comparable plan not be available in future, or for other, unforeseen cause;

Therefore the Parties agree as follows:

1. For the purpose of Article 23, the levels of benefit that must be maintained for AD&D coverage will be the levels provided as of the date of signing this agreement;
2. The levels of benefit for AD&D coverage as of the date of signing this agreement is as set out in Appendix A, attached;
3. The City will enter into an agreement with Industrial Alliance inc. for the benefit levels along the lines of those outlined in its proposal; and
4. This letter of understanding will be in effect for the term of the agreement with Industrial Alliance Inc.

Signed this 12<sup>th</sup> day of August, 2019

  
City of Prince George  
President, CUPE Local 1048

  
President, CUPE Local 399

  
President, CUPE Local 1048  
City of Prince George



# Appendix A

## ACCIDENTAL DEATH, DISMEMBERMENT AND SPECIFIC LOSS (AD&D) INSURANCE

If you suffer one of the losses listed below as the result of an accident which occurs while you are insured, you will be paid the factor or portion of the Principal Sum shown opposite the loss in the table below. The loss must occur no later than 365 days after the accident. For loss of use, the loss must be continuous for 365 days. If you suffer multiple losses to the same limb as the result of the same accident, only the loss providing the highest amount payable will be paid.

If you die as a result of an accident, Great-West Life will pay the Principal Sum to your named beneficiary. If you have not named a beneficiary or there is no surviving beneficiary at the time of your death, payment will be made to your estate. Your employer will explain the claim requirements to your beneficiary.

The Principal Sum is the maximum amount that will be paid for all injuries resulting from the same accident.

Great-West Life's aggregate limit for all covered losses sustained by all covered persons as a result of the same accident is \$1,000,000.

Loss	Amount Payable
Life	100%
Both hands or both feet	100%
Sight of both eyes	100%
One hand and one foot	100%
One hand and sight of one eye	100%
One foot and sight of one eye	100%
Speech and Hearing in both ears	100%
One arm or one leg	75%
One hand or one foot or sight of one eye	66 2/3%
Speech	66 2/3%
Hearing in both ears	66 2/3%
Hearing in one ear	16 2/3%
Thumb and index finger of one hand	33 1/3%

**Loss of Use**

Both arms and both legs (quadriplegia)	100%
Both legs (paraplegia)	100%
One arm and one leg on the same side of the body (hemiplegia)	100%

AD&D insurance will be continued without further premium payment during any period your Life Insurance is being continued under the waiver of premium benefit. Your insurance under this waiver of premium will terminate automatically when this benefit terminates.

**Surgical Reattachment**

If you suffer the loss of a limb that is surgically reattached, Great-West Life will pay 50% of the amount that would have been payable if the loss had been permanent, regardless of the amount of use regained. The balance of the benefit will be payable if the reattachment fails and the reattached part is removed within one year after the reattachment was performed.

**Repatriation**

If you die as the result of an accident that is at least 150 kilometres away from your home, Great-West Life will pay up to \$10,000 for the preparation and transportation of your body to the place of burial or cremation less any amounts paid under this plan's global medical assistance benefit.

#### **Educational Benefit for Dependent Children**

If benefits are payable under this benefit provision for your death, Great-West Life will pay the tuition fees for enrolling your dependent children as full-time students at a post-secondary institution. To qualify for an educational benefit, a dependent child must have been enrolled as a full-time student at a post-secondary institution at the time of the accident causing your death, or he must have been enrolled as a full-time student at the secondary school level at the time of the accident causing your death and enrolls as a full-time student at a post-secondary institution within 365 days after the accident.

Great-West Life will pay up to 5% of the Principal Sum, or \$5,000, whichever is less, for each year of full-time post-secondary school enrolment. Great-West Life will pay the educational benefit each year for a maximum of 4 consecutive years upon receipt of proof of full-time enrolment.

No benefits will be paid for tuition expenses incurred before the accident, or room or board or other ordinary living, travelling, or clothing expenses.

#### **Family Transportation Benefit**

If you are hospitalized more than 150 kilometres from your home as a result of an injury for which benefits are payable under this benefit provision, Great-West Life will pay the actual expense incurred less any amount paid for the same expenses under this plan's global medical assistance benefit, up to \$1,500 per accident, for transportation and lodging expenses for one family member to join you.

Benefits for lodging are limited to moderate quality accommodation for the area of hospitalization. Telephone expenses and taxicab and car rental charges are included. Meal expenses are not covered.

Transportation expenses are limited to round trip economy class transportation. If a private vehicle is used, expenses are limited to \$0.20 per kilometre travelled.

#### **Occupational Training Benefit for Spouses**

If benefits are payable under this benefit provision for your death, Great-West Life will pay for expenses associated with your spouse's enrolment in an accredited occupational training program. The purpose of the training program must be to provide the spouse with at least the minimum qualifications required for employment in an occupation for which the spouse would not otherwise qualify.

Great-West Life will pay up to 10% of the Principal Sum, or \$10,000, whichever is less.

No benefits will be paid for expenses incurred more than 3 years after the accident causing your death, or room or board or other ordinary living, travelling, or clothing expenses.

#### **Educational Benefit**

If benefits are payable under this benefit provision for an injury that requires you to change occupations, Great-West Life will pay the tuition fees for enrolling you as a student at a post-secondary institution for training in a new occupation. To qualify for an educational benefit, you must enrol at a post-secondary institution and expenses must be incurred within a period of 3 years immediately following the date of the accident. Great-West Life will pay up to \$10,000.

No benefits will be paid for tuition expenses incurred before the accident, expenses for room or board or other ordinary living, travelling, or clothing expenses.

#### **Exposure and Disappearance Benefit**

If benefits are payable under this benefit provision for an injury that is a direct result of a covered accident, that you suffered a specified loss due to unavoidable exposure to the elements of nature within 365 days after the date of the accident, the benefit for such specified loss will be paid.

If benefits are payable under this benefit provision, as a direct result of the disappearance, wrecking or sinking of the conveyance in which you were riding at the time of a covered accident, the benefit for loss of life will be paid on the presumption that you have died in the accident.

### **Limitations**

No benefits are paid for injury or death resulting from:

- Intentionally self-inflicted injury or suicide
- Viral or bacterial infections, except pyogenic infections occurring through the injury for which loss is being claimed
- Any form of illness or physical or mental infirmity
- War
- Service in the armed forces of any country
- Air travel serving as a crew member, or in aircraft owned, leased or rented by your employer, or air travel where the aircraft is not licensed or the pilot is not certified to operate the aircraft, except if you are riding in, boarding or leaving as a passenger of any aircraft operated by the Canadian Armed Forces or similar military service of any other recognized country

### **How to Make a Claim**

- To claim benefits for yourself, ask your employer for a claim form. Complete it and return it to your employer.
- If you die accidentally, your employer will explain the claim requirements to your beneficiary.
- Claims should be submitted as soon as possible, but no later than 15 months after the loss.



## **LETTER OF UNDERSTANDING**

**Between:**

**CITY OF PRINCE GEORGE**

**And:**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 399**

**(Re: Labourer Line of Progression)**

Whereas, the position of Labourer 2 is distinguishable to that of Labourer 1 by the more varied and responsible semi-skilled duties performed which require a higher degree of qualifications and experience and by the degree of independent judgment and action exercised; and

Whereas, as employees gain experience within a Division, they become exposed to a wider variety of operational methods and procedures and have the opportunity to perform a wider variety of semi-skilled duties and develop a higher degree of independent judgment and action,

Therefore, the Parties agree to a system of automatic progression from the Labour 1 to the Labour 2 classification under the following terms and conditions:

- 1) The classifications of Labourer 1 & Labourer 2 will continue as stand-alone positions.
- 2) Employees who meet the criteria below will be eligible to progress to the Labourer 2 classification:
  - a) have been employed as a Labourer 1 in a single division for a minimum of two seasons with a season defined as a period of at least four months' work in a single summer (April to October) or winter (November to March) season;
  - b) continue to work in the same division where the experience in (a) was gained;
  - c) are deemed by the Divisional Supervisor, with input from the employees' direct supervisors, to be capable of performing a wide variety of tasks and exercising independent judgement and action.
- 3) The qualifying experience in paragraph 2(a) must be in the same season.
- 4) An employee who believes they meet the criteria in paragraph 2 should make a written request to their supervisor to progress to the Labourer 2 classification. If the request is denied, the reason for the denial will be communicated to the employee concerned. If the request is approved, the employee shall be reclassified effective at the beginning of season the request was made or when they became eligible for the reclassification, whichever is later.

- 5) Employees in the Labourer 2 classification who apply or transfer to a Labourer 1 position in another division are eligible to progress to the Labour 2 classification after completing one season in the new division.
- 6) This agreement shall remain in effect from year to year but may be cancelled by either Party providing 15 days' written notice of its intention to do so.

Signed this 5<sup>th</sup> day of June, 2020

  
\_\_\_\_\_  
City of Prince George

  
\_\_\_\_\_  
CUPE Local 399

## **LETTER OF UNDERSTANDING**

**Between:**

**THE CITY OF PRINCE GEORGE**

**And:**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1048**

### **(RE: RCMP SERVICE REPRESENTATIVE UNIFORMS & DRESS CODE)**

Where employees employed in the classification of RCMP Service Representative are required to wear uniforms, the following principles will apply:

1. The intention of the City is to provide a uniform that is professional in appearance and fits the employee with minimal alteration.
2. Those employed on a full-time, permanent basis, will be issued with six(6) shirts; three of which will be for winter season wear, three of which will be for summer season wear.
3. Casual employees who regularly backfill in the position of RCMP Service Representative and those who are employed on a Limited Duration basis will be provided with four (4) shirts; two for winter season wear and two for summer season wear.
4. The City may provide additional uniform articles if appropriate.
5. Replacement shirts will be provided on an as needed basis upon presentation of worn out articles to be replaced.
6. Uniform shirts may only be worn during the season for which they are issued. Summer season is defined as May 1 to September 30 inclusive and Winter season is defined as October 1 to April 30 inclusive.
7. Changes to the uniform that maintain its professional appearance may be made by the Employer. If a change in colour or style of uniform is contemplated, the Employer will provide an opportunity for affected staff members to collectively provide input about their preferences prior to implementing a change.
8. All Uniform Articles will display the City of Prince George logo and will remain the property of the Employer. No alterations may be made to the uniform unless approved by the Employer.
9. Uniform shirts are to be worn with black pants or skirts which will be provided by the Employee. Pants are to be full-length, professional in appearance and in good repair. Skirts will be no shorter than knee length, professional in appearance and in good repair. Denim and athletic style garments are not acceptable. Pants or

skirts must be worn in such a way and be of a style and fit such that there are no gaps between the uniform shirt and the pants/skirt.

10. Staff may wear an open, cardigan style plain black sweater if they so chose provided that the sweater is professional in appearance and its length is no shorter than waist high and no longer than mid-thigh. Sweaters must be of a "dress" type; athletic style garments and "hoodies" are not acceptable.
11. This letter of understanding shall be in effect upon the date of execution and will continue in effect during the term of the collective agreement and subsequent renewal agreements unless specifically altered or cancelled during collective bargaining to renew the agreement.

Signed this 15 day of January, 2009<sup>10</sup> &

R. Sottio

City of Prince George

[Signature]  
CUPE Local 1048

## LETTER OF UNDERSTANDING

Between:

THE CITY OF PRINCE GEORGE

And:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 399

(Re: Utility Serviceperson Certified Line of Progression)

Whereas it is the desire of the Parties to encourage promotion from within and to promote staff development; and

Whereas maintenance of the City's water distribution and waste water collections systems requires qualified operators (EOCP Certified) under Regulation;

Therefore the Parties agree to automatic progression up to the Utility Serviceperson Certified (USC) position for internal employees performing operation, maintenance and construction tasks in the water, sewer and storm water systems as follows:

1. The City will create new classifications of Utility Serviceperson-in-training 1 (USIT1) and Utility Serviceperson-in-training 2 (USIT2) in Schedule A.
2. Employees will be appointed to the USIT1 classification if they are selected for a position as a USC but lack the required EOCP certifications in water distribution and wastewater collection. Employees appointed to this position will be required to obtain the EOCP certifications within a prescribed timeframe.
3. Qualifying employees will automatically progress to the USIT2 position upon providing proof of EOCP Level 1 Certification in either water distribution or wastewater collections to the Supervisor Utility Operations. Qualifying employees are those who are classified as USIT1 or LAB2 within Utility Operations.
4. Qualifying employees will automatically progress to the USC position upon providing proof of EOCP Level 1 Certification in both water distribution and wastewater collections to the Supervisor Utility Operations. Qualifying employees are those who are classified as USIT or LAB2 within Utility Operations.
5. In order to remain classified in a position requiring EOCP Certification (i.e. USIT2 or USC), employees will be required to maintain good standing with the EOCP. Employees are responsible to review and maintain their own standing with the EOCP, including by submitting the required dues and obtaining the necessary CEU's. Employees whose certifications are not in good standing will revert to the classification of USIT2 or USIT1 in accordance with any certification they do have that is in good standing.
6. Employees classified as USC as of the date of signing this agreement and who are not then in good standing with the EOCP will have a period of 12 months in which to become in good standing before the provisions of paragraph no. 5 will apply to them.

Letter of Understanding  
Utility Serviceperson Certified Line of Progression

Page 2

7. This agreement shall be for a term of 12 months after the date of signing this agreement and continue thereafter unless 15 days' notice of cancellation is delivered by either of the Parties to the other.

Signed this 11 day of AUGUST, 2016

  
\_\_\_\_\_  
City of Prince George

  
\_\_\_\_\_  
CUPE Local 399

**LETTER OF UNDERSTANDING**

**Between:**

**THE CITY OF PRINCE GEORGE**

**And:**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1048**

**Water Conservation Program**

The Employer and the Union agree to the use of term appointments to the position of Water-Wise Liaison Worker (Liaison Worker) for the purpose of enhancing the City of Prince George's water conservation program. The term appointments will be implemented under the following conditions:

1. The duties of the Liaison Worker will consist of functions associated with public education regarding water conservation and the City of Prince George's water conservation program.
2. The Liaison Worker will be scheduled on an as needed basis and may work less than a 40 hour work week or an 8 hour work day.
3. The hours of work will be scheduled between the hours of 8am and 8pm, Monday to Saturday. Employees will not be required to work more than five days in that period.
4. The Liaison Worker positions will be irregular part-time in nature and will be posted. Successful candidates will be selected in accordance with Article 15 of the collective agreement.
5. Hours worked in the Liaison Worker classification will not accrue towards achieving regular part-time status. Thus, the hours worked will not be included in the 880 hour threshold to achieve regular part-time status. The employer will include that information on the job posting and in the appointment letter(s).
6. The rate of pay for the Liaison Worker shall be \$18.95 per hour and will be subject to the general increases negotiated under the collective agreement. Liaison Workers shall receive 12% of gross pay in lieu of all benefits provided under the collective agreement, including; vacation pay, sick leave, all paid leaves of absence and the benefit plans provided under Article 23 - Benefits.
7. New employees selected for the term appointment will have their employment terminated at the end of the term. Existing employees will return to their original positions at the end of the term appointment.
8. This letter of understanding shall be in effect from year to year unless either party serves 60 days written notice of its intention to cancel the agreement.

Signed this 2nd day of June, 2017

  
City of Prince George

  
CUPE Local 1048



**LETTER OF UNDERSTANDING**

**Between:**

**THE CITY OF PRINCE GEORGE**

**And:**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 399**

**(Re: Winter Seasonal Postings In Roads Operations)**

Whereas there are frequently multiple vacancies for winter seasonal positions in Roads Operations at the beginning of the winter season; and,

Whereas the movement of staff internally to fill the vacancies creates further vacancies which also must be filled; and,

Whereas it is desirable to fill the vacancies early in the season so that the workforce is trained and capable of meeting operational demands safely and efficiently and posting every subsequent vacancy that arises from original postings significantly delays the process;

Therefore the Parties agree as follows:

1. The Employer will post all winter seasonal equipment (including trucks) positions prior to the commencement of the winter season whether there is a vacancy in the position or not;
2. Each posting will include the name of the position and shift that it will be assigned as well as the number of vacancies that exist at the time of posting;
3. The postings will be valid for the number of vacancies that existed at the time of the posting and any subsequent vacancies that arise in the posted positions up to and including December 31<sup>st</sup> of the calendar year when the postings occurred.
4. This agreement may be cancelled by either Party with thirty days' written notice to the other Party of its intention to do so.

Signed this 21<sup>st</sup> day of June, 2019

  
\_\_\_\_\_  
City of Prince George

  
\_\_\_\_\_  
CUPE Local 399



**BYLAW SERVICES DIVISION  
ANIMAL CONTROL OFFICER  
MODIFIED SHIFT AGREEMENT**


It is mutually agreed by the undersigned, that a modified shift be implemented under the provisions of Article 13.02(b) with the following conditions:


1. The modified shift will apply to full-time staff working in the Bylaw Services Division as Animal Control Officers.
2. The modified shift will only be implemented with the mutual consent of the employee and the exempt management Supervisor. Where a modified shift is not requested by the employee the regular work week as provided in Schedule D shall apply.
3. The modified shift shall consist of shifts up to eleven (11) work hours per day until a cumulative total of 75 hours is worked each pay period with up to seven (7) days of rest in each pay period and, where as much as is operationally possible, combining the days of rest into two (2) or more consecutive days of rest.
4. The hours of work shall be scheduled within the hours as set out in Schedule D.
5. The overtime provisions of the collective agreement shall be administered based on the new regular workday and regular work pay period (2 weeks) established by this agreement.
6. Other provisions of the collective agreement governing monetary accruals or benefits shall be administered as though the employees worked the regular shifts set out in Article 13.02(a). Examples include but may not be limited to: sick leave accruals; vacation accruals; bereavement leave; and, statutory holidays.
7. An employee's work week, when affected by the requirement contained in paragraph six above, shall be modified to ensure the employee works the required minimum number of hours that week or the employee submits a vacation request to account for the difference. For example, an employee normally works a 10 hour day on a Monday but the statutory holiday falls on a Monday (paid out at 7.5 hours); the employee would then be required to adjust their work week to ensure the missing hours (2.5 hours) are worked during the remainder of the week or use 2.5 hours vacation time during that week and work the remainder of the week as scheduled.
8. The employer shall, whenever possible, schedule staff meetings and other training sessions on the work days when all or the majority of staff are on shift. However, when this is not possible, an employee's work week may be modified to

accommodate the meeting/training session after consultation between the exempt management Supervisor and the employee.

9. Once the modified shift is being worked, the employee or the employer must give thirty (30) days' notice to change back to the original schedule.
10. Either Party may withdraw this Modified Shift Agreement with thirty (30) days' written notice to the other Party of its intent to do so.

Signed this 16 day of July, 2021

  
\_\_\_\_\_  
Ree-Ann Emery  
Director of Human Resources  
City of Prince George

  
\_\_\_\_\_  
David Wieler  
President  
CUPE Local 1048

**BYLAW SERVICES DIVISION  
BYLAW ENFORCEMENT OFFICER  
MODIFIED SHIFT AGREEMENT**


It is mutually agreed by the undersigned, that a modified shift be implemented under the provisions of Article 13.02(b) with the following conditions:

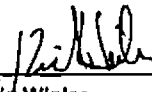
1. The modified shift will apply to full-time staff working in the Bylaw Services Division as Bylaw Enforcement Officers, including the Senior Bylaw Enforcement Officer/Court Coordinator.
2. The modified shift will only be implemented with the mutual consent of the employee and the exempt management Supervisor. Where a modified shift is not requested by the employee the regular work week as provided in Schedule D shall apply.
3. The modified shift shall consist of shifts up to eleven (11) work hours per day until a cumulative total of 75 hours is worked each pay period with up to seven (7) days of rest in each pay period and, where as much as is operationally possible, combining the days of rest into two (2) or more consecutive days of rest.
4. The hours of work shall be scheduled within the hours as set out in Schedule D.
5. The overtime provisions of the collective agreement shall be administered based on the new regular workday and regular work pay period (2 weeks) established by this agreement.
6. Other provisions of the collective agreement governing monetary accruals or benefits shall be administered as though the employees worked the regular shifts set out in Article 13.02(a). Examples include but may not be limited to: sick leave accruals; vacation accruals; bereavement leave; and, statutory holidays.
7. An employee's work week, when affected by the requirement contained in paragraph six above, shall be modified to ensure the employee works the required minimum number of hours that week or the employee submits a vacation request to account for the difference. For example, an employee normally works a 10 hour day on a Monday but the statutory holiday falls on a Monday (paid out at 7.5 hours); the employee would then be required to adjust their work week to ensure the missing hours (2.5 hours) are worked during the remainder of the week or use 2.5 hours vacation time during that week and work the remainder of the week as scheduled.
8. The employer shall, whenever possible, schedule staff meetings and other training sessions on the work days when all or the majority of staff are on shift. However, when this is not possible, an employee's work week may be modified to

accommodate the meeting/training session after consultation between the exempt management Supervisor and the employee.

9. Once the modified shift is being worked, the employee or the employer must give thirty (30) days' notice to change back to the original schedule.
10. Either Party may withdraw this Modified Shift Agreement with thirty (30) days' written notice to the other Party of its intent to do so.

Signed this 16 day of July, 2021

  
\_\_\_\_\_  
Rae-Ann Emery  
Director of Human Resources  
City of Prince George

  
\_\_\_\_\_  
David Wieler  
President  
CUPE Local 1048





