

Collective Agreement

Between

District of Fort St. James (DFSJ)

&

Canadian Union of Public Employees

4951-02

January 1, 2023 to December 31, 2025



FORT ST JAMES
DISTRICT



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ARTICLE 1 – MANAGEMENT RIGHTS

1.01 Management Rights

The Union recognizes that it is the right of the Employer to exercise the regular and customary function of the Employer and to direct the working forces, subject to the terms of this agreement. The question of whether any of these rights is limited by this agreement shall be decided through the grievance or arbitration procedure.

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

1.02 Discrimination

The Employer and the Union do not condone personal harassment, discrimination or sexual harassment. The Employer recognizes the principle that it is its responsibility to maintain a discrimination-free workplace.

There shall be no harassment or discrimination against any employee regarding hiring, wages, training, promotion, transfer, layoff, recall, discipline, discharge, nor by reason of their membership or activity in the Union or any other reason. The Employer and the Union agree that all Employees will be protected against discrimination respecting their human rights and employment in all matters including age, race, colour, religion, creed, sex, sexual orientation, pregnancy, physical disability, mental disability, illness or disease, ethnic or national origin, family status, marital status, source of income, political belief, affiliation or activity, membership in a professional association, business or trade association. Employers' organization or Employees' organization, physical appearance, resident or the association with others similarly protected or any other prohibition of the Human Rights Code.

1.03 Harassment

Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Harassment can be either psychological or physical or it can be a combination of both. It is any behavior, whether deliberate or negligent, which denies individuals their dignity and respect, is offensive, embarrassing or humiliating to the individual and adversely affects the working environment.

The Employer and the Union will comply with Worksafe legislation on Bullying and Harassment.

The Employer endorses the right of every employee to work in an environment free from harassment and employees are free to pursue all avenues in the Employer's policy and the Collective Agreement, including the grievance procedure, for resolving complaints of harassment that may arise.

Sexual Harassment

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

Sexual harassment shall include, but not be limited to:

- a) Unnecessary touching or patting
- b) Suggestive remarks or other verbal abuse
- c) Leering at a person's body
- d) Compromising invitations
- e) Demands for sexual favours
- f) Physical assault

The Employer agrees make all management personnel and employees aware that violations of the policy shall be subject to disciplinary action. The Employer also agrees to include the subject of sexual harassment in staff or management training sessions.

Cases of sexual and/ or personal harassment shall be considered as discrimination and shall be eligible to be processed as grievances.

Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 Bargaining Unit

The District recognizes Local 4951, Canadian Union of Public Employees as the sole bargaining agent representing all employees as defined in the certification from the Industrial Relations Council. (CUPE certification issued by the BC Labour Relations Board on September 20, 2018) These employees shall comprise the bargaining unit of CUPE Local 4951-02.

2.02 Work of the Bargaining Unit

Persons whose jobs (paid or unpaid) are not in the bargaining unit shall only work on any jobs, which are included in the bargaining unit, when the performance of these duties will not result in the reduction of hours or layoff of any bargaining unit members except as mutually agreed upon by the parties.

2.03 No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Employer or their representatives, which may conflict with the terms of this Collective Agreement.

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

2.04 No Contracting Out

The District has the right, subject to the other provisions of this Agreements, to decide how and by whom work is performed. However, in the exercise of this right the District agrees that all work or services performed by the bargaining unit shall not be sub- contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other society, person, company, or non-bargaining unit employee except in cases of emergency or risk to public safety.

The District further agrees that if it has available regular qualified employees, and possesses and has available in the Bargaining Unit the Equipment and services necessary to accomplish the work at and in the time required, all work of the bargaining unit, will be carried out by employees covered by the Agreement.

The Employer will notify the Union of its intention to have work performed by

contractors, and will, emergencies excepted, afford the Union the opportunity to review it, and discuss the viability of using employees to do the work, with the Employer prior to a final decision being made.

It is agreed and understood where legally required certification/licensing and no CUPE member is qualified, or one available the site-specific job duties will supersede the requirement of job security.

2.05 Representatives of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representatives(s)/ advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

ARTICLE 3 – DEFINITIONS OF EMPLOYEES

3.01 Employee

“Employee” shall mean any person defined as such by the Labour Relations Board certification order who is employed by the District save and except those persons excluded from the bargaining unit by the Labour Relations Board or by mutual agreement of the parties.

3.02 Probationary Employee

Probationary employee shall mean a newly hired employee that shall be subject to a three (3) calendar month probationary period.

Under special circumstances and with the mutual agreement of the Employer and the Union, prior to the end of the three (3) month period, the probationary period may be extended to a period not exceeding a further three (3) months. Any leave from the position of longer than ten (10) consecutive working days during the probationary period for sick leave, vacation or general leave of absence may extend the probation date by the equivalent length of that leave. Employees who have satisfactorily completed their probation period shall be so advised.

During the probationary period, a probationary employee shall be entitled to all rights and privileges of this Agreement.

The Employer may terminate a probationary employee for unsuitability **were** the employee's performance has been measured against reasonable standards and the assessment carried out fairly and objectively. Each probationary employee shall be informed upon hiring of this provision in writing.

3.03 Full-Time Employee

Full-time employee shall mean an employee who satisfactorily completes the probationary period.

Public Works employees regularly works 8 hours per day and 40 hours per week. Employees in Municipality office work between 5 and 7 hours per day and up to 35 hours per week.

Full-time employees receive all benefits and paid time off as outlined in the Collective Agreement.

3.04 Part-Time Employee

Part-time employee shall mean an employee who regularly works less than a full-time schedule. While part-time employees may work 7 or 8 hours per day, they do not do so on a regular basis.

Part-time employees who are scheduled on a regular basis to work 25 hours more or per week qualify for benefits and paid time off as outlined in the Collective Agreement.

Part-time employees who work less than 25 hours per week receive in lieu of vacation entitlement.

- 4% employed less than one year
- 6% 1 to 5 years of employment
- 8% after 5 years of employment

3.05 Fixed-Time Employee

A fixed-term employee shall mean an employee whose appointment falls between one (1) month to a maximum two (2) years.

If fixed-term employees do not qualify for benefits, they shall receive

- 4% employed less than one year
- 6% 1 to 5 years of employment

3.06 Casual Employee

Casual employee shall mean an on-call employees who may be called at the discretion of the Employer to fill in for scheduled or unexpected absences or program requirements.

Casual employees shall accumulate seniority on an hourly basis.

- Casual employees shall receive 4% employed less than one year
- 6% 1 to 5 years of employment
- 8% after 5 years of employment

3.07 Student/Seasonal Employee

Student/Seasonal employee shall mean an employee whose appointment is created due to seasonal requirements for a period not exceeding six (6) calendar months in duration. An employee's appointment may be extended beyond six (6) months by mutual agreement.

If students/seasonal employees have satisfactory work performance, it is understood these employees will have the right to return to the same position providing this occurs within twelve (12) months of the completion of their appointment.

In lieu of vacation entitlement Student/Seasonal Employee(s) will receive 4%.

3.08 Work Performed by Students

1. The Union recognizes and supports the students' needs to gain employment skills and on-the-job training.
2. The Employer agrees that students shall not be utilized to:
 - a) replace members of the bargaining unit, (as defined in Article 2.01 – Bargaining Unit Certification), or
 - b) postpone or prevent an existing regular part-time position from becoming a full-time position, or
 - c) postpone or prevent the establishment of new positions by the Employer.

The Employer agrees that no employee shall be made redundant or suffer loss of earnings through unpaid students performing work normally done by employees in the bargaining unit. Students shall not be used in preference to Casual Employees for work that has been regularly performed by Casual Employees in the past. Disputes arising out of the above will be dealt with through the grievance procedure of the Collective Agreement. Information related to work performed by students will be provided to the union on the monthly status report.

A. WORK PRACTICUMS

1. The Union recognizes and agrees that from time to time during the term of this Agreement there will be work performed by students as a part of their work experience practicums.
2. When such students undertake practicum work experiences which may occur with the Employer, and when the duties undertaken while on such practicums might otherwise have been performed, had they been undertaken, by employees of the Employer covered by the Union bargaining unit; the parties agree that such students:
 - a) are not employees of the District;
 - b) are not within the Union bargaining unit;
 - c) will not be paid.

3. The Employer shall notify the ~~Union Standing~~ **Labour Management** Committee in advance of the number of students being placed for practicum work experience within the District and provide a general outline of the duties to be performed during the practicum work experience.

4. It is agreed that employee participation in a Job Shadowing Program is voluntary, and that the employee has the right to withdraw from the arrangement by notifying their manager. An employee's involvement or non-involvement in a program shall not be referenced in any way in a performance evaluation.

3.09 Job Related Knowledge

For the purposes of this agreement, job-related knowledge shall mean the knowledge of job functions that relate to the typical duties of a classification or job description. Job related knowledge may include but is not limited to the knowledge of a specific job duty.

ARTICLE 4 – NO STRIKES/NO LOCKOUTS

4.01 No Strikes and Lockouts

In view of the orderly procedures established by this agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this agreement, there will be no strike, and the Employer agrees that there will be no lockout, in accordance with Provincial Government Laws and Regulations.

4.02 Right to Not Cross Picket Lines

All members of the Union shall have the right to not cross any legal picket line without discipline or loss of remuneration except in cases of emergency or risk to public safety.

ARTICLE 5 – UNION SECURITY AND DUES

5.01 Union Security

All employees of the Bargaining Unit, shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union within thirty (30) calendar days of employment. The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

5.02 Deductions

Deductions shall be made from the (bi-weekly) payroll and shall be forwarded to the Treasurer of the Canadian Union of Public Employees Local 4951, by no later than the 15th day of the month following, accompanied by a list of the names addresses and phone numbers of all employees from whose wage's deductions have been made. This list will also include the names and addresses of the employees terminated during that month.

5.03 New Employees

- a) The Employer agrees to acquaint new employees that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues.
- b) The Employer agrees that a Local Union representative will be given the opportunity to interview each newly hired employee who is not a member of the Union, once during the employee's first week of employment, for the purpose of advising such employee of the existence of the Union and of their rights and obligations under the terms of this Agreement. Such interview may take place on the Employer's premises at a time and location designated by the Employer for such interview and shall not exceed fifteen (15) minutes duration.

5.04 T4 Slips

Union dues deducted from the pay of each employee will be shown on the employee's T4 slip.

ARTICLE 6 – CORRESPONDENCE

6.01 Correspondence

All correspondence between the parties shall be copied to the CAO or designate and the President of the Union.

ARTICLE 7 – UNION-MANAGEMENT RELATIONS

7.01 Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

7.02 Union Officers and committee Members

Union officers and committee members shall be entitled to leave their work during working hours, within reason, in order to carry out their functions under this agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration.

Permission to leave work during working hours for such purposes shall first be obtained from the non-bargaining unit supervisor or designate. Such permission shall not be unreasonably withheld. All time spent in performing such Union duties, including work performed on various committees, shall be considered as time worked.

7.03 Union Management Committee

A Union - Management Committee shall be established consisting of representative(s) of the Union and representative(s) of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.

Function of Committee

The Committee shall concern itself with the following general matters:

- 1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- 2) Improving and extending services to the public.
- 3) Promoting safety and sanitary practices.
- 4) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- 5) Correcting conditions causing grievances and misunderstandings.

Meetings of Committee

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

Chairperson of the Meeting

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

Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive two (2) signed copies of the minutes, which will be placed within in the logbook three (3) working days following the meeting.

Jurisdiction of Committee

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

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

7.04 Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than six (6) members of the Employer, as appointees of the Employer.

The Union Bargaining Committee shall be comprised of the President or designate, CUPE National Servicing Representative and three (3) bargaining unit members.

Any district employee who is a representative of the Union on the Bargaining Committee shall have the privilege of attending Committee meetings held within the employee's working hours without loss of remuneration. The privilege applies only when the Committee is engaged in committee work with representatives of the Employer.

7.05 Time Off for Meetings

Any representative of the Union shall have the right to be part of the Bargaining Committee meetings. The Employer will cover all costs associated with their employees who are part of the Joint Bargaining Committee. The Union will make every effort to give advanced notice of requested time off. In the period of (6) six months prior to the termination of this Collective Agreement each member of the Union Bargaining Committee shall be entitled to days off to prepare for negotiations. Depending upon operational need the Employer will not unreasonably deny time off. In these cases, the employee will receive their normal pay, and the District will bill the Union for salary and benefits.

7.06 Technical Information

Within (30) thirty days of a request by the Union, the Employer shall make available to the Union any information required by the Union such as job descriptions, postings in the bargaining unit, job classifications, wage rates, a breakdown of ratings in job evaluation and financial information pertaining to pension plans.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and efficient procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward may assist any employee, which the Steward represents, in preparing and processing their grievance in accordance with the grievance procedure. The Steward may be a member of CUPE Local 4951.

8.02 Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward. The Employer agrees that Stewards shall not be interfered with in the performance of their duties while investigating disputes and presenting adjustments as provided for in this article.

8.03 Time Off due to Grievance

Representatives of the Union in the employ of the Employer, and the grievor and witnesses shall not suffer any loss of pay or benefits for the time involved in grievance procedures and arbitrations procedures during scheduled working hours. The Employer agrees that Stewards and/or the grievance shall not be interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this article. Union officers and joint committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer and arbitration. Permission to leave work during working hours for such purposes shall first be obtained from the non-bargaining unit supervisor. Such permission shall not be unreasonably withheld.

8.04 Grievance Committee

The Grievance Committee shall be composed of members of CUPE Local 4951 plus the Union Steward (CUPE 4951-02) directly involved with the grievance.

8.05 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement or a case where the Employer has acted unjustly, improperly or unreasonably.

8.06 Grievance Procedure

An earnest effort shall be made to settle grievances fairly and promptly in the following manner. The Steward and the grievor may be present at Steps 1 through 3. At Step 4 either the Lead Steward or the President of CUPE 4951 will be present:

- Step I: Where the employee believes that there has been a violation of the agreement, they shall meet informally with their Manager in an attempt to resolve the allegation.
- Step II: Within five (5) working days of failure to resolve the grievance at Step I the employee may bring forward a formal grievance in writing to their Manager with the assistance of a Union Steward. The Manager shall reply to the grievance in writing within five (5) working days of the grievance being filed at Step II.
- Step III: Within ten (10) working days of the response of the Manager at Step II, the Union may advance the grievance to the Grievance Committee in writing. The parties shall meet to discuss the grievance and the Chief Administrative Officer (CAO) or designate shall respond in writing within five (5) working days of this meeting to the Union.
- Step IV: If the parties are unable to reach, resolve for the grievance at Step III, either of the parties may advance the grievance to the appropriate governing body (Mayor and Council) OR...
- Step V: Mediation, before advancing the grievance to arbitration in accordance with Article 9 of the agreement. The parties agree to share the costs of the mediation. The mediator shall be one (1) person who shall be selected through mutual agreement of the parties.

8.07 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Steps I and II of this Article may be by passed and the grievance may commence at Step III.

8.08 Union May Institute Grievance

The Union and its Representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step II.

8.09 Deviation from Grievance Procedure

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

8.10 Replies in Writing

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

8.11 Meeting Rooms for Grievances

In order to facilitate an orderly and confidential investigation of grievances, the Employer shall make available the temporary use of a private office or similar facility. The Employer shall also supply the necessary facilities for the grievance meetings.

8.12 Time Limits

If the grievor or the Union fails to process a grievance to the next step in the grievance procedure with the time limits specified, they shall not be deemed to have prejudiced their position in arbitration.

8.13 Referral to Arbitration

It is agreed by the parties that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure may be settled by arbitration. If arbitration of any grievance is to be invoked, the request shall be made by either party within twenty (20) working days after the dates of the reply at Step III or as extended by mutual consent.

8.14 Employer's May Institute Grievance

The Employer shall have the right to originate a grievance on behalf of the organization, and to seek adjustment with the Union in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step III.

ARTICLE 9 – ARBITRATION

The Arbitration Board shall consist of one (1) member who shall be selected through the mutual agreement of the parties.

- a) The Arbitrator may determine appropriate procedures in accordance with the Labour Relations Code of British Columbia and shall give full opportunity to all parties to present evidence and make representations. The Arbitrator shall hear and determine the dispute or allegation and shall make every effort to render a decision within reasonable time.
- b) The decision of the Arbitrator shall be final and binding on both parties. The Arbitrator shall not make any award contrary to the conditions or articles of this Agreement, or in amendment to this Agreement. However, the Arbitrator shall have authority to substitute such other penalty for the discharge or discipline, as it deems just and reasonable in all circumstances.
- c) Each of the parties shall bear half the expenses of the third party, and any cost of the place of hearing of such arbitration, if and when the necessity arises.

ARTICLE 10 – DISCIPLINE, SUSPENSION AND DISCHARGE

10.01 Just Cause

No employee shall be disciplined, suspended or dismissed except for just cause. Proof of just cause is the responsibility of the Employer.

10.02 Right to have Steward present

An employee shall have the right to have their Steward present at any discussion with supervisory personnel, which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance of the purpose of the interview. The Employer has the option having another non-bargaining unit individual present. The Employer shall also notify the employee of their right to have a Union Steward present at the interview. A Steward has the right to consult with a CUPE National Servicing Representative and may have them present at any discussion with supervisory personnel which might be the basis of disciplinary action.

10.03 Right to Grieve

An employee considered by the Union to be wrongfully or unjustly disciplined, suspended, dismissed or reprimanded, shall be entitled to recourse under the grievance procedure in accordance with Article 8 (Grievance Procedure) of this Agreement. Upon request, the Union through the Lead Steward and the Chief Administrative Officer (CAO) or designate agree to provide access to all original documents in their possession that relate to a disciplinary action, unless prohibited by law. The parties agree to keep such information confidential and will only share such information with others on a need-to-know basis.

10.04 Progressive Discipline

The value of progressive discipline with the aim of being corrective in application is recognized by both parties. Therefore, except in extreme cases such as gross misconduct, discipline or dismissal for just cause should be preceded by a documented record of some or all of the following: verbal warning, letter of expectation and/or suspensions. The Employer agrees to notify the Union Standing Committee within five (5) working days of discipline actions taken against any employee.

10.05 Progressive Discipline Procedure

Where it is in the interest of the Employer and the Union to address issues of discipline fairly and in a timely manner the following shall apply:

1st Occurrence – Verbal Warning

Should the Employer deem it necessary to improve an employee's conduct or performance, the employee will receive a verbal warning which is recorded in personnel file and may be recorded in a letter to the employee.

2nd Occurrence – Letter of Warning

A written warning will be given to the worker, a copy of which will be retained in the employer's personnel file.

3rd Occurrence – Suspension

An occurrence within a 6-month period may result in suspension. Suspension shall be preceded or accompanied by written notice, including the duration of the suspension and a statement of reasons. A copy of the notice shall be provided to the Union Chair of the Labour Management Committee and the Union President.

In cases of suspension, the Employer shall advise in writing the Union with a statement of their reasons within 5 working days.

Suspension of a non-probationary employee may be with or without pay and benefits. Violations deemed extremely serious and/or which pose a serious threat to workers' health, safety and well-being, may result in immediate suspension or termination of employment.

10.06 Letter of Expectation

The Employer shall notify an employee in writing of any performance expressions of dissatisfaction concerning their work within ten (10) working days of the event of the concerns, with a copy to the Union. This notice shall include particulars of the work performance which led to such dissatisfaction. These letters of expectation shall not be disciplinary in nature and shall not be used for the purposes of progressive discipline.

10.07 Discharge Procedure

When an employee is discharged, or suspended, the employee and the Union shall be advised within five (5) working days in writing by the Employer as to the reason for such discharge or suspension.

10.08 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 8, Grievance Procedure. Such a grievance shall commence at Step III.

10.09 Unjust Cause

In all cases of suspension or dismissal or other disciplinary actions, the burden of proof of just cause shall rest with the Employer. If, as a result of the grievance procedure, it is found that an employee has been dismissed, suspended or disciplined, for unjust cause, the decision or award which results from the grievance procedure shall be carried out.

In the case of a probationary employee, just cause shall include failure to perform the job to the satisfaction of the Employer. The Employer shall meet with the probationary employee on a regular basis to discuss any performance issues.

10.10 Access to Personnel File

The Employer will only maintain one Personnel File.

An employee shall have the right during normal business hours of the administration office to have access to have a copy of and review their personnel file with 48 hours' notice. The employee is entitled to receive a copy of the file if requested. An employee shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

10.11 Clearing the File

The record of an employee shall not be used against them at any time after twelve (12) months following a suspension or disciplinary action provided that no instances of a similar nature have occurred in the twelve (12) month period.

ARTICLE 11 – SENIORITY

11.01 Seniority Defined

Seniority is defined as the length of service with the Employer in the bargaining unit and with the Employer prior to the certification of the Union. Seniority shall be used in determining preference or priority for promotions, transfers, schedules, call-ins, demotions, layoffs, and recall, provided that the senior employee is able to meet the normal requirements of the job. Seniority shall operate on a (bargaining unit/departmental/organizational) basis.

11.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on the main bulletin boards in June of each year. An employee's name shall not be placed on the seniority list until they have completed their probationary period.

Seniority, as set out on the posted seniority list, will be used for the purposes set out in the Collective Agreement save and except for promotions and layoffs. For promotions and layoffs, the seniority list will be updated to the end of the pay period prior to the pay period during which the job was posted, or the notice of layoff was given.

All seniority, vacation and other credits obtained under this Agreement shall be retained and transferred with the employee when reclassified.

11.03 Loss of Seniority

An employee shall not lose seniority rights if they are absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer.

An employee shall only lose their seniority in the event:

- a) They are discharged for just cause and is not reinstated.
- b) They resign and do not rescind within seventy-two (72) hours.
- c) They are absent from work in excess of three (3) scheduled shifts without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- d) They fail to return to work within five (5) working days following a layoff and after being notified by e-mail and phone (if possible) to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current contact information.
- e) They are laid off in excess of twelve (12) months.
- f) No employee shall be transferred to a position outside of the bargaining unit without their written consent. An Employee who consents in writing to be transferred and/ or promoted to

a position outside of the bargaining unit shall not accumulate seniority within the bargaining unit during such transfer and/or promotion. In the event that the employee is returned to a position in the bargaining unit within six (6) calendar months from the date of transfer and/or promotion, the employee shall be credited with the seniority held immediately prior to the transfer and/or promotion and shall resume accumulation from the date of their return to the bargaining unit.

- g) In the event that the employee is returned by to a position in the bargaining unit beyond six (6) calendar months from the date of transfer and/ or promotion, the employee shall be removed from the seniority list.
- h) In the event that a bargaining unit employee is replacing an exempt employee on a maternity leave, they will retain their seniority for twelve (12) calendar months from the date of appointment.

ARTICLE 12 - PROMOTIONS AND STAFF CHANGES

12.01 Postings

a) Job Postings

When a vacancy occurs or a new position is created within the bargaining unit, within five (5) working days of the vacancy, the Employer shall post a notice on the Employer's main bulletin boards with a copy to the Union. The position shall be posted for a period of five (5) working days so that interested employees can apply. The name of the successful applicant shall be posted on the Employer's main bulletin board.

The Union agrees that all vacancies within the bargaining unit will be posted for employees of the bargaining unit. The Employer may at the same time post externally. Consideration will not be given to external applicants until the internal process has been completed. All employees must have completed their probationary period to be considered for a new position.

b) Temporary Vacancies

Temporary vacancies anticipated to be less than six (6) weeks duration shall not be posted, unless otherwise agreed between the Employer and the Union. The Employer will endeavour to distribute shifts as equally as possible.

c) Temporary Job Postings

A vacancy which occurs for more than six (6) weeks will be posted stating that the position is temporary and shall indicate the estimated duration. The temporary job shall not exceed six (6) months. Upon termination of a temporary job, the employee filling the vacancy shall be returned to the classification and job location in which they last worked. In the event a part-time employee is the successful applicant, the employee shall retain their part-time status during the temporary full-time period. An employee filling a temporary vacancy of six (6) weeks or longer shall not bid on any other temporary posting until the end of their temporary position.

d) Successful Applicant

The successful applicant for a permanent full-time vacancy will fill the vacancy within ten (10) working days from the date the employee was awarded the vacancy unless there are circumstances beyond the reasonable control of the Employer. The successful applicant for a temporary full-time vacancy will fill the vacancy within ten (10) working days from the date the employee was awarded the vacancy unless there are circumstances beyond the reasonable control of the Employer.

12.02 Information in Postings

The job posting notice shall contain the following information: nature of the position, location, qualifications, shift, hours of work, wage or salary rate or range. The qualifications and requirements listed in the posting shall be those necessary to perform the job function and may not be arbitrary or discriminatory. All job postings shall be written in gender neutral language.

12.03 Recognition of Seniority

Both parties recognize the principle of promotion within the service of the Employer and that job opportunity should increase in proportion to length of service. All other things being equal, seniority will be the deciding factor.

12.04 Trial Period

The successful applicant shall have a trial period of three (3) working months. Conditional on satisfactory service, such trial promotion shall become permanent after three (3) working months. The trial period may be extended with consultation with the Union. If the successful applicant proves unsatisfactory in the position during the trial period, or if the employee finds themselves unable to perform the duties of the new job classification, they shall be returned to their former position without loss of seniority and wages. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority and wages. Any unsuccessful applicants for the original posting will then be considered in accordance with Article 12.01 (Job Postings). If there are no successful applicants, then the position would be reposted.

12.05 Union Notification

The Union shall be notified of all appointments, layoffs, recalls and terminations of employment in writing.

12.06 Postings while on Vacation or Leave

When an employee will be on vacation, or a leave of absence, the employee may advise their manager, in writing no more than five (5) working days prior to beginning the vacation, to be considered for any job posting which might arise during their vacation. If such position arises, the written notice will be considered an application. Upon return the applicant will provide an updated resume. The written notice is only valid during the vacation period immediately following its delivery to the manager.

12.07 Job Descriptions

Within sixty (60) calendar days of the signing of the first Collective Agreement, the employer shall provide Job Descriptions to the Union for all classifications covered by this agreement.

12.08 Classifications

When a new classification within the bargaining unit is established by the Employer, the Employer shall determine the rate of pay for such new classification. Within five (5) working days, the Employer shall advise the Union of the rate.

If the Union disagrees with the rate, it shall have the right to request a meeting with the Employer. The parties will review the rate; the Employer's rationale for establishing the rate, and the reasons the Union disagrees with the rate. If the parties reach agreement, the agreement is effective as of the date the Employer gave the Union notice of the new rate.

When the Employer makes a substantial change in the duties of an existing classification, the Employer agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the parties are unable to reach an agreement, either party may refer the dispute to arbitration, as provided in this agreement, provided the referral is made within fifteen (15) working days of the meeting.

Any decision by an Arbitrator, shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

Any change awarded as a result of arbitration shall be retroactive only to the date on which the Employer gave the Union notice of the new rate or substantial change.

ARTICLE 13 – LAYOFFS AND RECALLS

13.01 Layoffs and Rehiring Procedure

Both parties recognize that job security should increase in proportion to length and quality of service. Therefore, in the event of a layoff, employees shall be laid off in accordance with Article 11 (Seniority); however, the Employer will retain sufficient employees in each classification. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

13.02 Definition of Layoff

Layoffs, under the provisions of this Collective Agreement shall include the reduction of daily or biweekly hours of any full-time or part-time employee.

No full-time employee within the bargaining unit shall be laid off by reason of their duties being assigned to one or more part-time employees.

13.03 Notice of Layoff

In the event of a proposed layoff of a temporary and/or permanent and/or long-term nature of thirteen (13) weeks or more, the Employer will:

- a) Provide the Union with at least ten (10) working days' notice prior to its implementation. This notice is in advance of required notice for individual employees.
- b) Provide affected employees with notice in accordance with the BC Employment Standards Act.
- c) Meet with the Union through the Union - Management committee to review the reasons and expected duration of the layoff, any realignment of service or staff and its effect on employees in the bargaining unit.

Any agreement between the Employer and the Union resulting from the above process concerning the method, timing and implementation will take precedence over other terms of layoff and related provisions in this Collective Agreement.

13.04 Layoff Procedure

- a) In the event of layoff, the Employer shall lay off employees in reverse order of seniority within their department, provided that employees who are able to meet the normal requirements of the job remain.
- b) An employee who is subject to layoff shall have the right to either:
 - i. Accept the layoff; or
 - ii. Displace an employee who has less bargaining unit seniority if the employee is qualified for and can perform the duties.
- c) An employee who wishes to exercise their right to displace another employee with less

seniority shall advise the Employer and the Union within five (5) working days of the date of the notice of layoff issued by the Employer.

- d) In the event that an employee is laid off from the full-time bargaining unit and provided that no other full-time bargaining unit positions are available for which the employee is qualified and able to perform, the full-time bargaining unit employee shall then be allowed to displace a part-time bargaining unit employee with less seniority provided that the employee is qualified and able to do the work available.

13.05 Recall

- a) An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided they have the ability and qualifications as required to perform the work, and provided such opening is first posted under the internal job posting procedure and has not been filled.
- b) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- c) It is the responsibility of the employee who has been laid off to notify the Employer of their intention to return to work within five (5) working days after being notified to do so by certified mail, (which notification shall be deemed to have been received on the second date of mailing) and return to work within five (5) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work.
- d) Employees on lay off or notice of lay off shall be given preference for temporary vacancies, which are expected to exceed twenty (20) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay off. This provision supersedes the job posting provision.

ARTICLE 14 - HOURS OF WORK

14.01 Work Week Definition

- a) The work week shall be understood to begin at 12:01 a.m. Sunday and shall end 12:00 midnight Saturday following.
- b) The normal workday shall be between the hours of 7:00 a.m. and 7:00 p.m.

14.02 Normal Hours of Work

The hours of work for full-time Public Works employees are between 7:00 am to 3:30 pm (eight (8) hours per day) Monday to Friday.

The hours of work for full-time office employees are between 8:30 am to 4:30 pm (seven (7) hours per day) Monday to Friday.

Employees will not be required to work more than five (5) consecutive days without receiving two (2) consecutive days off, unless otherwise mutually agreed. Nothing in this Article shall be construed as a guarantee of hours per day, or days per week.

Start and quit times may be adjusted to meet bona fide operational need.

14.03 Rest Period

All employees shall be permitted rest periods as follows:

- 1) For each work period in excess of six hours - two 15-minute rest periods, one before and one after the meal period
- 2) For each work period of four hours, but not more than six hours - one 15- minute rest period
- 3) All employees shall be entitled to a 30-minute unpaid meal break for each work period in excess of five hours
- 4) **When weather conditions occur the need for micro breaks may be require. The parties will observe Work Safe extreme temperature events and requests for breaks will not unreasonable be withheld.**

14.04 Meal Break

When an employee is required to work more than 8 hours in a row, the employee will be entitled to an additional half-hour meal break when five hours have passed since their previous meal break.

It is understood meal breaks and rest periods may be combined subject to operational requirements. If an employee is unable to take their paid rest period during their shift, they will have the option to either bank the time to be taken off as lieu time at a mutually agreed period or to be paid for the rest period.

14.05 Shift Exchanges

Employees will be permitted to exchange days off, or shifts, with other employees by completing the appropriate forms, as supplied by the Employer, and with the Employer's permission. Such permission will not be unreasonably withheld. The Employer has no obligation for any premium payment arising out of any such exchange. Where the shifts involved have shift differential, this premium shall be paid to the employee working the shift.

14.06 Seniority for Shift Preference

The Employer shall determine the shifts to be worked. The employee **has the minimum qualifications** with the most seniority shall be given shift preference on a rotational basis.

14.07 Shift Differentials

Shift differential calculated as four (4.0%) percent of the current rate of pay shall be paid for all hours worked which fall outside the normal work day (as per Article 14.02 (Work Week Definition)).

14.08 Split Shifts

Where an employee works a split shift, the shift will be completed within twelve (12) hours of commencing such shift. Where there is an incumbent employee, there shall be no new split shifts unless mutually agreed upon by the employee, the Employer and the Union.

14.09 Time Sheets

Every employee must complete, sign and submit daily time sheets, noting the hours worked each day. Time sheets will be available at all times for inspection by supervisory staff, Council, or any Provincial or Federal agency.

14.10 Unable to Work

An employee unable to report for duty must, by whatever means possible, advise their immediate supervisor of their inability to report for work before the shift starts.

ARTICLE 15 – OVERTIME & EXTRA PAY

15.01 Overtime Defined

- a) **Full Time Public Works Employees** - For full time public works employees all time worked outside an 8-hour workday, 40-hour work week, or on a holiday shall be considered as overtime.
- b) **Full Time Office Employees** – For full time office employees all time worked outside a 7-hour workday, 35-hour work week, or on a holiday shall be considered as overtime.
- c) **Part Time Employees** - Part time employees will receive overtime pay after (8) eight hours of daily work, (40) forty hours of weekly work Sunday to Saturday week and on a paid holiday.

15.02 Overtime Rates

Public Works Employees will be paid at the rate of time and a half for the first three hours worked over an 8-hour day and at the rate of double time for hours thereafter. Office Employees will be paid at the rate of time and a half for the first three hours worked over a 7-hour day and at the rate of double time for hours thereafter.

15.03 Distribution of Overtime

Overtime shall be divided equally as reasonably possible among the employees who are available and qualified to perform the work that as per the following:

- a) The Employer shall maintain a list of employees willing and qualified to perform the work in each job classification;
- b) All overtime shall be distributed on a rotational/seniority basis among employees who are willing and qualified to perform the available work;
- c) The employee to be assigned to work overtime under this Article shall be determined according to the following stipulations:
 - i. If the overtime constitutes a continuance of the workday, then the employee who has been working on the job where overtime is required shall continue to work the overtime hours; or
 - ii. If the overtime is to occur at any time which is not a continuance of the workday, then the employee will be assigned from the overtime list.
- d) The employee in Public Works that is on standby for Friday after 3:30 pm to the next regularly scheduled workday will be given first opportunity for all scheduled and unscheduled overtime for that time period. It is understood that it is the responsibility of “Standby” to fulfill each callout either themselves or as per Article 11 (Seniority).

- e) A list of how overtime has been assigned shall be posted for all bargaining unit members to view. This list shall be updated weekly or as overtime assignments are made.
- f) No Stand-by payment shall be made if an employee is unable to be contacted or to report for duty when required.

15.04 Meal Allowance

An employee required to work more than (2) two hours overtime on a continuation of a shift, or an employee who has been called in early (with less than two (2) hours' notice), and asked to stay after their regular working hours, the Employer shall supply a meal. Where the Employer does not provide a meal, the following shall apply; the employee shall be provided with a meal allowance of (\$20.00) twenty dollars by the Employer. This allowance will not apply on a regular work schedule and will therefore not be a taxable expense for the employee.

15.05 Work Schedule

During a seven-day work schedule an employee's first scheduled day off shall be considered a Saturday and their second scheduled day off shall be considered a Sunday. For the purposes of overtime and call out pay, Statutory Holidays will be considered Sundays.

15.06 Saturday & Sunday Overtime

Where an employee has worked their full time regularly scheduled shift in the week preceding, the employee must be paid at the rate of time-and-one-half for all work on Saturdays. Where an employee has worked their full time regularly scheduled shift in the week preceding, the employee must be paid at the rate of double time for all work on Sundays.

15.07 Call Out Pay

Where a full-time employee is called back to work after their regular shift, on a Saturday, or Sunday and no work is performed, the employee will be paid a minimum of two (2) hours at time at their regular rate of pay.

Where an employee is called back to work after their regular shift, or on a Saturday, and work is performed, the employee will be paid a minimum of three (3) hours at time and a half. Where an employee is called back to work on Sunday and work is performed, the employee will be paid a minimum of three (3) hours at time at double time.

Call outs to attend separate and distinct emergent issues shall be considered separate and distinct occurrences and will be considered as a separate call out. A call out shall not be considered a shift. Call outs shall begin when the employee reports for duty and end when the employee leaves the job site.

Where a part-time employee is called back to work, they shall be paid for a minimum of two (2) hours at the applicable rate or overtime rate.

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

15.08 Dirty Pay

Where an employee is required to work in conditions where raw sewage is present, a Dirty Pay premium rate as prescribed in Schedule "A" will be paid. This does not apply to normal daily maintenance on the sewer plant. Dirty pay may also be paid for ditch and culvert cleaning where animal excrement is present.

15.09 Leadhand

Leadhand premium, pursuant to Schedule "A", will be paid to an employee appointed by the Public Works Superintendent OR Foreman to act in the capacity of the Foreman during the Foreman's absence, or to act in the capacity of the Foreman while the Foreman is acting in the capacity of the Public Works Superintendent, or when both the Public Works Superintendent and the Foreman are absent.

In the event that a lead hand is not required it is agreed that non-bargaining unit employees or contractors shall not do the work of the bargaining unit.

15.10 Rest Between Change in Shift

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

15.11 Stand-by Provisions

Where regular employees are required to standby to be called for duty under conditions which restrict their normal off-duty activities, they shall be compensated at straight-time in the proportion of one hour's pay for each ~~four~~ **eight** hours' standby. All standby hours may be banked.

An employee designated for standby shall be immediately available for duty during the period of standby at a known telephone number. No standby payment shall be made if an employee is unable to be contacted or to report for duty when required. The provisions of this clause do not apply to part-time employees who are not assigned a regular working schedule and who are normally required to work whenever called.

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

All provisions of the Stand-by article are based on operational needs and will be mutually agreed to by both the Union and the District.

All Call Out Provisions shall apply.

The Public Works Superintendent will make reasonable effort to:

- a) ~~Limit the number of weekends and holidays for which employees are required to stand by to weekends and holidays, and~~
- b) Whenever practicable, give employees at least two weeks' notice that they will be required to stand by.

If an employee is required to be accessible via cell phone outside of their regularly scheduled hours of work the Employer will provide a cell phone for the standby period at no cost to the employee.

15.12 Time Off in lieu of Overtime

Employees shall bank overtime by each half hour of overtime worked. This overtime will be taken at the appropriate overtime rate as time off in lieu in thirty (30) minute increments. Time off will be taken off at a time mutually agreed between the employee and the Employer.

It is understood that overtime accrual may be banked. The employee may carry over up to the equivalent of two regular work weeks into the next calendar year. This amount may be increased by mutual agreement of the parties. Upon request, portions of banked overtime shall be paid out on the next payroll period.

Employees will also have the option to carryover one additional week of either vacation or of banked overtime (in accordance with Article 17.01).

15.13 Overtime PEP Provincial Emergency Program

Employees working overtime in a declared emergency with a PEP Task number issued to the employer shall be paid overtime at the appropriate overtime rate in thirty (30) minute increments. This overtime shall be paid to the employee in the period earned.

ARTICLE 16- HOLIDAYS

16.01 Statutory Holidays

The Employer recognizes the following as paid holidays:

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

and all other such holidays as declared by the local Municipal Government, Province of British Columbia, or Government of Canada.

16.02 Paid Holiday During Vacations

When a day of statutory holiday falls during an employee's vacation time, the holiday shall not count as a day of vacation nor as a day worked. The employee may reschedule that day of vacation time to coincide with their vacation or at some other mutually agreeable time.

ARTICLE 17 - VACATIONS

17.01 Length of Vacation

Employees shall receive annual vacation between January 1st to December 31st inclusive as follows:

Upon commencement of employment with the Employer each employee will accrue vacation pay and take vacation leave pursuant to Schedule "B" attached to and forming part of this agreement.

Vacation leave must be taken within the calendar year that it is accrued.

Vacation in excess of one year's entitlement shall not normally be carried forward from one (1) calendar year to the next. Approval to carry the excess vacation entitlement forward may be granted upon request and shall not unreasonably be denied.

It is understood that if an employee borrows against future vacation credits and subsequently leaves the employ of the employer their final paycheck will reflect the deduction of the amount owing.

17.02 Vacation Pay on Termination

It is understood that should an employee not be given an annual vacation to which they are entitled, the employee will, in addition to payment accruing to the employee, pay vacation pay as outlined in Schedule "B" for the period of the employment in the working year in lieu of the annual vacation that has not been given.

17.03 Vacation Schedules/Preferences

By March 31 of each year, an employee in a unit submits a vacation requests form to their supervisor. All requests submitted prior by March 31 shall be granted based on seniority.

All requests after March 31 will be granted according on a first come first serve basis as per operational requirement.

Conflicts in vacation scheduling will be settled by the supervisor, with seniority in the department as the prime consideration.

17.04 Illness During Vacation

Sick leave may be substituted for vacation where it can be established to the satisfaction of the Employer that the employee was hospitalized while on vacation.

It is understood that the Employer will reschedule vacation for an employee whose vacation would be interrupted by hospitalization occurring immediately prior to the scheduled vacation.

ARTICLE 18 - SICK LEAVE PROVISIONS

18.01 Definition of Immediate Family

Immediate family shall consist of current spouse or spousal equivalent and the following: mother, father, sons, daughters, brothers, sisters, step-mother, step-father, step-brother, step-sister, legal guardians, grandparents, grandchildren, mother-in-law, father-in-law, sons-in-law, daughters-in-law and adopted and fostered children.

18.02 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, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

18.03 Amount of Sick Leave

Sick leave will be accrued by the employee at a rate of 1 $\frac{1}{4}$ $\frac{1}{2}$ days' sick time for each month of completed service.

18.04 Sick Leave during Leave of Absence

When an employee is given leave of absence without pay for any reason, (except pregnancy and parental leave) or is laid off due to lack of work and returns to work upon expiration of such leave of absence, etc., they shall not receive sick leave credit for the period of such absence, but shall retain their cumulative credit, if any, existing at the time of such leave or layoff.

18.05 Sick Leave Record

Sick Leave accrual and usage shall be reflected on each employees' pay statement.

18.06 Notification to Employer

An employee who is unable to report for duty on their scheduled shift shall notify the Employer of this fact in advance of the commencement of their scheduled shift; provided that this requirement shall be waived by the Employer where the employee was unable to give such notice due to circumstances beyond their control.

18.07 Sick Leave Payout on Termination

Upon termination or retirement, an employee is entitled to a payout, at their current salary, of 25% of unused sick time pay to a maximum of 120 days, providing the employee has worked a minimum of five consecutive years to a maximum 14 years of service with the Employer. The maximum payout under this formula is thirty days.

In year 15 going forward when termination or retirement, an employee is entitled to a payout, at their current salary, of 50% of unused sick time pay to a maximum of 120 days, providing the employee has worked a minimum of five consecutive years of service with the Employer. The maximum payout under this formula is sixty days.

18.08 Medical/Dental Appointments

Employees who must attend medical or dental appointments during working hours, shall be granted leave to be deducted from their earned sick leave banks. Where there is a record of frequent absences, the Board may request supportive documentation from a physician.

18.09 Reimbursement of Fees for Medical Notes

The Employer may require an employee to produce a medical note and/or Health Care Practitioner Form, under reasonable circumstances.

The cost of all medical notes and/or Health Care Practitioner Forms shall be reimbursed by the Employer once proof of payment is produced by the employee.

ARTICLE 19 - LEAVE OF ABSENCE

19.01 General Leave

The Employer agrees that employees with (3) three years employment shall be eligible for a general leave. The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave of absence for valid personal reasons for a period of six (6)-months. An extension may be requested prior to the completion of the initial six (6)-month leave. Such requests will be in writing and approved by the Employer. Such leave is not to be unreasonably denied.

19.02 Leave for Union Business

Representatives of the Union shall not incur any loss of pay when required to leave their employment temporarily to carry on discussions with the Employer, or with respect to a grievance provided that employees shall be required to obtain the permission of the Employer before leaving their employment.

19.03 Leave for Union Function

Upon notification to the Employer, and approval of the supervisor an employee elected or appointed to represent the Union at union functions shall be allowed a leave of absence with pay and benefits and without loss of seniority. The Union shall reimburse the Employer for receipt of such pay.

19.04 Leave of Absence for Full-Time Union or Public Duties

An employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated shall be granted leave of absence without pay or benefits and without loss of seniority.

19.05 Bereavement Leave

Employees shall receive up to a maximum of five (5) days paid leave upon the death of an immediate family member. Additional unpaid leave may be requested. It is understood that these days do not need to be taken consecutively.

19.06 Compassionate Leave

In accordance with the Employment Standards Act of B.C., an employee will be granted a compassionate care leave of absence without pay for up to twenty-seven (27) weeks to care for a gravely ill family member. For the purpose of this article, "family member" includes immediate family as well as other relatives and individuals considered to be like family, whether or not related by marriage, common-law partnership, or any legal parent-child relationship. In order to be eligible

for this leave, the employee must provide a medical certificate as proof that the ill family member needs care or support and is at risk of dying within twenty-six (26) weeks.

An employee who is granted a compassionate care leave of absence to care for a gravely ill family shall be entitled to the benefits as follows:

- a) The employee's benefit coverage will continue for the duration of the compassionate care leave, to a maximum of twenty-seven (27) weeks, and the premium payment shall be on the same basis as if the employee were not on leave.
- b) Where an employee elects to buy back pensionable service for part or all of the duration of the compassionate care leave, to a maximum of twenty-seven (27) weeks, the employer will pay the employer portion of the pension contribution in accordance with the Pension Plan regulations.
- c) Compassionate care leave, up to a maximum of twenty-seven (27) weeks, shall be treated as continuous employment for the purposes of seniority accrual under the Agreement.
- d) An employee who returns to work following a leave granted under this provision shall be placed in the position the employee held prior to the leave, or in a comparable position.

Additional Leave Should an employee require additional time to care for a gravely ill family member, additional leave may be granted beyond the twenty-seven (27) week period specified. Such additional leave shall be in accordance with the Employment Standards Act of BC, including the certification criteria specified in the Act.

19.07 Family Responsibility Leave

Leave without pay shall be granted up to a maximum of five (5) days off per calendar year and without loss of seniority for serious illness in the immediate family or other serious family emergencies. Additional unpaid leave may be requested and shall not be unreasonably denied. Benefits will be maintained.

19.08 Pregnancy and Parental Leave

The Parties agree to follow the BC Employment Standards Act as it pertains to pregnancy and parental leave. The Employee will continue to accrue service and seniority during the term of the pregnancy or parental leave. Employees may continue to pay their own benefits while on pregnancy and/or parental leave. The employer will continue to make payments to a pension, medical or other plan beneficial to an employee as though the employee were not on Pregnancy or Parental leave. If the employee does not pay their portion of contributions during the leave period it has no impact on the employee's employment status. These benefits may lapse during the leave period, but employment upon reinstatement is considered to be continuous with employment before the leave, for purposes of calculating future benefits.

19.09 Leave for Court Appearances

When summoned to serve on a jury or when subpoenaed as a witness in criminal or civil proceedings, an employee shall continue to receive regular pay. The employee shall turn over to the Employer any monies received for a court appearance. Leave of absence to appear in one's own defence will be without pay.

19.10 Time Off for Elections

Employees shall suffer no loss of pay while being allowed (3) three consecutive hours during period of time the polls are open in any federal, provincial, municipal election or referendum.

19.11 Education Leave

The District agrees that it is to the mutual benefit of the Employer and the employee to improve the educational standards of the work force. The Employer agrees that employees with (3) three years employment who wish to further their education, shall be permitted education leave without pay and with the option of paying for continued benefits. The employee's seniority will be maintained at the commencement of the leave and reinstated upon the employee's return to work. Only one employee per work unit will be permitted this leave, and such leave will be granted only three times to each employee, to a maximum of (2) two-year total leave.

ARTICLE 20 – EMPLOYEE WAGES

20.01 Pay Days

Wages will be paid on a bi-weekly basis.

On each payday, each employee shall be provided with an itemized statement of their wages, overtime, vacation accrual and usage, sick leave accrual and usage, and other supplementary pay and deductions. The employee's hourly rate is to be placed on the payroll statement.

20.02 Pay during Temporary Transfers

When an employee temporarily relieves in or performs the principal duties of a higher paying position within the bargaining unit, they shall receive the rate for the position. If an employee is covering the principal duties of the manager, they shall be paid an additional ten percent (10%) of their wage. When an employee is temporarily assigned to a lower paying position than their own, their rate shall not be reduced.

An employee receiving an additional ten percent (10%) of their wage when covering the principal duties of a manager may not earn more than the managers hourly rate of pay.

20.03 Payment for In-Service

Training The Employer agrees to pay employees who are required by the Employer to attend in service training sessions at their appropriate rate of pay as per the collective agreement.

ARTICLE 21 - EMPLOYEE BENEFITS

The Employer will maintain a basic benefit package to cover Extended Health, Vision, Dental and Paramedicals for qualified employees.

21.01 Master Policy

Upon request the Union shall be provided with a current copy of the Master policy of all insured benefits.

21.02 Change of Carriers

It is understood that the carrier or level of benefits shall not be changed without meaningful consultation with the Union, provided the benefits remain comparable. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon request by the Union, the Employer shall provide to the Union full specification of the Benefit Programs contracted for and in effect for employees covered herein.

21.03 Health Benefits

Health coverage under a provincial government health plan will be extended to every eligible employee in a permanent full-time position after successful completion of a probationary period. Monthly premiums will be paid in full by the Employer.

21.04 Extended Health Insurance Coverage

The following coverage will be provided by the employer by a common carrier to all eligible employee.

- a) Group Life Insurance for each qualified employee in the amount of \$50,000.00.
- b) Accidental Death and Dismemberment Insurance for each qualified employee, in the amount of \$50,000.00
- c) Long Term Disability for each qualified employee at 17 weeks, 2/3 of employee's gross income to a maximum of \$4,000.00 monthly for 24 months.
- d) Extended Health Care for each qualified employee, 80% coinsurance, no deductible, no maximums except where indicated:
 - Semi-private hospital accommodations
 - Prescription drugs
 - Prosthetic appliances
 - Out of province coverage
 - Orthopedic appliances
 - Hearing aids of \$300.00 every 5 years
 - Vision care up to ~~\$300.00~~ **500.00** for glasses or contact lenses every two years. **It is understood and agreed that if charges exceed the prescribed amount above will be covered by the District of Fort St. James.**

21.05 Dental Care Coverage

A Dental Care plan will be provided to all qualified employees based on the following:

- a) Basic Services and supplementary basic services – 100% coinsurance
- b) Dentures and Major Restorative Services – 60% coinsurance
- c) Orthodontics – 50% coinsurance, maximum lifetime benefits ~~\$3,000~~ **5,000** per child

The total maximum benefit available for all services excluding Orthodontics is \$1,500.00 per insured person per calendar year.

21.06 Pension Benefits

Upon completion of the three-month probationary period, all permanent full-time employees are entitled to register as members of the Municipal Pension Plan. Municipal Pension Plan rules and entitlements in effect during the term of the contract will be applicable.

21.07 Employee and Family Assistance Program

The Employer shall provide access to an Employee and Family Assistance Program to all employees and their families. Monthly premiums will be paid in full by the Employer.

21.08 Additional Costs

Employees required to have a medical exam to maintain driver's license shall be reimbursed by the employer upon submission of the receipt for the cost of the exam.

21.09 Professional Fees and Licenses

The Employer shall pay professional and/or license fees for an employee who, as a condition of employment, is required to be a member of a professional association or be licensed.

ARTICLE 22 – HEALTH AND SAFETY

22.01 Workers' Compensation Leave

In case of an injury, an employee will receive full pay based on a normal workday for that period covered by their accrued sick leave. Any monies received from WorkSafe BC for that period will be turned over to the Employer as remuneration from Workers' Compensation Board. Any further grant in pay would be at the discretion of the Employer. Upon the approval of WCB Benefits any sick or other benefits used to maintain full pay based on a normal workday will be returned to the employee's bank.

22.02 Protective Clothing

a) Boot Allowance

The Employer will provide an annual allowance, pursuant to Schedule "A", to all employees that require safety footwear for their job. ~~These payments will be made upon submission of receipts.~~ **Accounts will be secured with the following three stores: Mark's Work Wearworld, Spruce Capital Feeds and Earthenware Vanderhoof. Footwear will be provide as needed.**

b) Coveralls

The Employer will provide coveralls (regular and insulated) as required, to all employees that require safety clothing for their job.

c) Winter Outerwear

The Employer will provide winter outerwear, to all employees that are required to work extensive periods of time outdoors.

22.03 Maintenance of Work Clothing

It shall be the Employer's responsibility that clothing (except boots) issued under Article 22.02 is maintained, cleaned and replaced as necessary at no cost to the employee.

22.04 Mechanic Tools

The Mechanic will be responsible for all personal tools. The District will reimburse or replace (with equal quality tool) the Mechanic's lost or damaged tools. The Mechanic, at his discretion, may lock his tool chest after hours. The District will purchase requested specialty tools with the approval of the Public Works Superintendent.

Specialty tools purchased by the District will remain the property of the District.

22.05 Compliance with Health and Safety Legislation

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

constitute acceptable practice **and may** be improved upon by agreement of the Joint Health and Safety Committee or negotiations with the Union.

22.06 Joint Health and Safety Committee

A Joint Health and Safety Committee shall be established which is composed of (4) four members of the Union (three from Outside Workers, and one from Office) and (2) two members of management plus the Fire Chief. The Joint Health and Safety Committee shall hold meetings at least once per month, or more frequently if requested by the Union or by the Employer, for jointly considering, monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union. Each employee is responsible for becoming familiar with their representatives on this Committee and work with them in promoting and developing a safe work environment.

All union and exempt employees may attend, subject to approval from their supervisor; the number of employees attending must be equal to or greater than the number of managers.

22.07 Health and Safety Committee Pay Provisions

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

22.08 Health and Safety Clothing, Tools, Equipment and Protection

The Employer shall provide all protective clothing, tools and equipment required by Health and Safety legislation and consider providing protective clothing, tools and equipment recommended by the Joint Health and Safety Committee.

- a) **Monitoring Equipment** The Employer shall provide and maintain workplace monitoring equipment for detecting and recording potential and actual health and safety hazards.
- b) **Disclosure of Information** The Employer shall provide the Employee with written information which identifies all the biological agents, compounds, substances, by-products and physical hazards associated with the work environment. Where applicable, this information shall include, but not be restricted to, the chemical breakdown of trade name descriptions, information on known and suspected potential hazards, the maximum concentration exposure levels, precautions to be taken, symptoms, medical treatment and antidotes.
- c) **Safety and Health Reports, Records and Data** The Employer shall provide the members of the Joint Health and Safety Committee with the details of every accident, incident, or occurrence of an occupational disease that occurred at the work site in the previous month. In addition, the Employer shall provide members of the Committee with any other health and safety records in the possession of the Employer, including records, reports and data provided to and by the Workers' Compensation Board and other government departments and agencies except where prohibited by legislation.

22.09 Access to the Workplace

Members of the Joint Health and Safety Committee shall conduct an inspection of the work site as necessary. Only safety restrictions shall be placed on this inspection. Examples of restrictions may include but not be limited to confined spaces and ammonia. In the event of an accident, an incident or an occupational health problem, a Union member of the Joint Health and Safety Committee shall be allowed to complete an investigation of the occurrence. Union staff or Union health and safety advisors or consultants shall be provided access to the workplace if required to attend Joint Health and Safety Committee meetings, or for inspecting, investigating, surveying or monitoring the workplace.

22.10 Right to Refuse or Stop Unsafe Work

- a) An employee may refuse to carry out any work process or operate any tool or equipment when that employee has reasonable cause to believe that to do so would create an undue hazard to the health or safety of any person, or where it would be contrary to any applicable health and safety legislation or regulations;
- b) An employee refusing work under subsection (a) shall forthwith report the circumstances of the unsafe condition to his supervisor. If the supervisor does not agree that an unsafe condition exists, the employee may request that the matter be investigated by the Joint Health and Safety Committee. If this investigation does not resolve the matter, it shall be referred to an officer of the Workers' Compensation Board whose decision shall be final and binding;
- c) No employee shall be permitted to work on a job which another employee has refused until the matter is investigated and resolved as outlined in subsection (b); 51 | Page d) No employee shall be subject to disciplinary action because he has refused work under this section. Temporary assignment to alternative work at no loss in pay to the employee until the matter is resolved, shall not be deemed to constitute disciplinary action.

22.11 Proper Training

No employee shall be required to work on any job or operate any piece of equipment until they have received proper training and instructions to safely and effectively perform the job to the satisfaction of the supervisor.

22.12 Injury Pay Provisions

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

22.13 Transportation of Accident Victims

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

22.14 Immunization

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

22.15 First Aid Training

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

ARTICLE 23 - GENERAL CONDITIONS

23.01 Bulletin Board

The Employer shall provide a bulletin board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of regular meetings, special meetings, seminars or Union activities.

23.02 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. It is agreed that the Union will prepare the Collective Agreement for signing within sixty (60) calendar days of receiving written notice of ratification and shall subsequently arrange to print sufficient copies within thirty (30) calendar days from the date it receives the signed copy of the Collective Agreement. The Union and the Employer shall share the cost of printing equally. All employees will have access to an electronic copy of the Collective Agreement upon hire.

23.03 Plural or Feminine Terms May Apply

Whenever the singular, masculine or feminine is used in this agreement, it shall be considered as though however an individual or group of individuals chooses to self identify was used where the context of the party or parties hereto so requires. This is to include all self-identification including but not limited to intersex, transgender and transsexual individuals.

23.04 Mayor and Council for the District of Fort St. James

Regular (deemed to be public information) Mayor and Council meetings, agendas, and signed minutes pertaining to union matters will be posted on the bulletin board provided for union by the Employer.

ARTICLE 24 - TERM OF AGREEMENT

24.01 Terms of Agreement

This Agreement shall be in force effective from January 1, ~~2019~~ **2023** until midnight December 31, ~~2022~~ **2025**. (Subsection (2) of Subsection 50 the Labour Relations Code of British Columbia shall not be applicable to this Agreement.)

Either party to this Agreement may, not more than three (3) months and not less than one (1) month, prior to January 1, ~~2022~~ **2026** present to the other party, in writing, proposed terms of a new or further Agreement and/or amendments to this Agreement.

SALARIES

All wage scales for classifications or positions in the collective agreements shall be increased by the following percentages effective on the dates indicated:

- a) **Effective January 1, 2023 all wage scales in the collective agreement which were in effect on December 31, 2022 shall be increased by five percent (5%).**
- b) **Effective January 1, 2024 all wage scales in the collective agreement which were in effect on December 31, 2023 shall be increased by six percent (6%).**
- c) **Effective January 1, 2025 all wage scales in the collective agreement which were in effect on December 31, 2024 shall be increased by six and half percent (6.5%).**

The parties agree that to remove the years of services and all rates of pay will start at the 10 or more years of services.

The parties agree to all premiums with the exception of the carpentry premium which will be eliminated and if a member is asked to perform work as a qualified red seal, they will be compensated at a red seal rate.

When employees are asked to assume the duties in a higher role employee will receive the rate of pay for the position they are assuming.

Recognition of Years of Service

In recognition of the principle that a long service employee is of increased value to the Employer through acquired knowledge and experience, the Employer agrees to Long Service Pay in accordance with the following table.

After 5 years or more of employment \$1,000
After 10 years or more of employment \$1,800
After 15 years or more of employment \$2,500
After 20 years or more of employment \$3,000
After 25 years or more of employment \$5,000

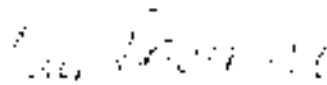
THIS COLLECTIVE AGREEMENT DATED AT FORT ST. JAMES, BC THIS 4th DAY OF May 2002

On behalf of the District of Fort St. James

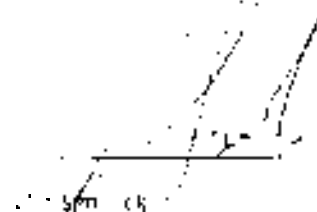
On behalf of CUPE Local 495



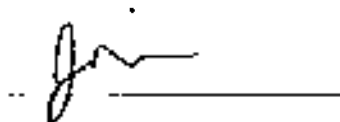
M. M. Phee
Mayor, District of Fort St. James



Lily Bachand, Const. Negotiator,
Bargaining Chair, CUPE 495



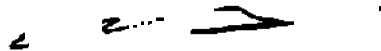
Chief Administrative Officer



John Gibson, Const. Negotiator,
CUPE National Representative



Rachel Willick
Chief Financial Officer



Chris Green, Const. Negotiator,
CUPE 495

Schedule A – Wage Scale

Wages

Job Title	2023	2024	2025
Outside Workers	Wage 5%	Wage 6%	Wage 6.5%
Foreman	\$ 44.37	\$ 47.03	\$ 50.09
Mechanic	\$ 44.37	\$ 47.03	\$ 50.09
Operator - Temporary	\$ 36.99	\$ 39.21	\$ 41.76
Operator - Permanent	\$ 39.46	\$ 41.83	\$ 44.55
Labourer/Arena Attendant	\$ 36.99	\$ 39.21	\$ 41.76
Arena Supervisor	\$ 39.46	\$ 41.83	\$ 44.55
Garbage Man - Temporary	\$ 33.59	\$ 35.61	\$ 37.92
Garbage Man - Permanent	\$ 36.99	\$ 39.21	\$ 41.76
Water/Waste Water Operator	\$ 39.46	\$ 41.83	\$ 44.55
Electrical (paid when performed)	\$ 44.58	\$ 47.25	\$ 50.33
Seasonal Job Title		\$ -	\$ -
Summer Student	\$ 20.45	\$ 21.68	\$ 23.09
Labourer	\$ 23.86	\$ 25.29	\$ 26.94
		\$ -	\$ -
Office Workers		\$ -	
Office Assistant - Events Coordinator	\$ 29.83	\$ 31.62	\$ 33.68
Accounting Clerk	\$ 33.29	\$ 35.29	\$ 37.58
Office Assistant - Temporary	\$ 25.20	\$ 26.71	\$ 28.45
Office Assistant 1	\$ 27.46	\$ 29.11	\$ 31.00
Protective Services Assistant	\$ 27.46	\$ 29.11	\$ 31.00
Seniors Helping Seniors Coordinator	\$ 23.63	\$ 25.05	\$ 26.68
Seniors Helping Seniors Assistant		\$ -	\$ -
Legislative Assistant	\$ 31.50	\$ 33.39	\$ 35.56
Facilities Custodian	\$ 28.15	\$ 29.84	\$ 31.78
Grant Writer & Economic Dev Assistant	\$ 28.15	\$ 29.84	\$ 31.78

Ticket Premiums

Schedule A – Wage Scale 2023

Ticket Premiums

Premiums	Years of Service	
	Amount	Unit
	0.25	Hourly
Water Distribution	0.25	Hourly
Water Treatment I	0.25	Hourly
Waste Water Collection	0.25	Hourly
Waste Water Treatment I	0.25	Hourly
Waste Water Treatment II	0.25	Hourly
Horticulturalist	0.25	Hourly
Occupational First Aid Level 3	0.25	Hourly
Ice Facility Operator	0.25	Hourly
Carpentry	0.25	Hourly

The premiums will be paid to an employee whom the employer deems to require, and who has obtained and maintained current recognized certification in each skill area, for all hours worked

Premium	Article	Amount	Unit
Dirty Pay	15.08	1.00	Hourly
Shift Differential	14.07	4%	Hourly
Lead Hand	15.09	1.00	Hourly
Boot Allowance	22.02	See Article	See article

The premiums will be paid to employees pursuant to the article of the agreement show in the table above.

Schedule B – Vacation Accrual Schedule

Years of Service	Time Accrued	Days per Month of Service
Less than 1	2 weeks	.0833
1 but less than 5	3 weeks	1.250
5 but less than 9	4 weeks	1.667
9 but less than 15	5 weeks	2.083
15 but less than 25	6 weeks	2.500
25 but less than 26	6 weeks plus 1 day	2.583
26 but less than 27	6 weeks plus 2 days	2.667
27 and over	6 weeks plus 3 days	2.750

Vacation Pay Schedule

Years of Service	% of Total Wages
Less than 1	4%
1 but less than 5	6%
5 but less than 9	8%
9 but less than 15	10%
15 but less than 25	12%
25 but less than 26	12.4%
26 but less than 27	12.8%
27 and over	13.2%