



# **COLLECTIVE AGREEMENT**

**BETWEEN**

**THE CITY OF DAWSON CREEK**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 2403**

**January 1, 2024-December 31, 2026**

**TABLE OF CONTENTS**

ARTICLE 0	- EMPLOYEE DEFINITIONS.....	1
0.01	Permanent Employee .....	1
0.02	Full-time Employee.....	1
0.03	Part-time Employee .....	1
0.04	Seasonal Employee .....	1
0.05	Temporary Employee.....	1
0.06	Seasonal and Temporary Employee .....	1
0.07	Casual Employee .....	2
ARTICLE 1	- PURPOSE .....	2
1.01	Purpose of Agreement .....	2
1.02	Land Acknowledgement .....	3
ARTICLE 2	- UNION RECOGNITION .....	3
2.01	Union Recognition .....	3
2.02	Contracting Out.....	3
2.03	Union Label .....	3
2.04	Bargaining Unit Work .....	3
ARTICLE 3	- MANAGEMENT RIGHTS.....	4
3.01	Management Rights .....	4
ARTICLE 4	- UNION SECURITY .....	4
4.01	Union Membership .....	4
4.02	Employer Shall Acquaint New Employees.....	4
4.03	Union Interview.....	4
4.04	Union Access to Worksites.....	4
4.05	No Other Agreement .....	4
ARTICLE 5	- NO DISCRIMINATION.....	4
5.01	No Discrimination.....	4
5.02	Harassment and Bullying.....	5
5.03	Harassment and Bullying - Definitions .....	5
5.04	Labour-Management Harassment Advisory Committee.....	6
ARTICLE 6	- PROBATIONARY EMPLOYEES .....	8
6.01	Probationary Employees .....	8
ARTICLE 7	- HOURS OF WORK.....	8
7.01	Regular Work Week .....	8
7.02	Regular Working Day .....	9

7.03	Shift Working Day .....	9
7.04	Winter Hours .....	9
7.05	Employer May Institute Shifts .....	10
7.06	Weekend Shifts .....	10
7.07	Stand-By.....	10
7.08	Supervisors Carrying Phones.....	11
7.09	No Split Shifts.....	12
7.10	Rest Periods.....	12
7.11	Guard and Arena Staff Rest Periods .....	12
7.12	Notice of Shift Change.....	12
7.13	Aquatics Employees – Preparation Time .....	13
7.14	Arena Attendant Employees .....	13
7.15	Arena Manager Duties .....	13
7.16	Aquatic Coordinator Duties.....	13
7.17	Consecutive Days of Work (Arena and Aquatic Employees).....	13
ARTICLE 8	- OVERTIME PROVISIONS .....	13
8.01	Overtime Definition .....	13
8.02	Overtime Rates .....	14
8.03	Overtime on Assigned Days Off .....	14
8.04	Guard Court Duties.....	14
8.05	Work on a Statutory Holiday .....	14
8.06	Overtime to be Shared .....	15
8.07	Banked Time Off.....	15
ARTICLE 9	- SHOW-UP TIME AND CALL-OUT TIME .....	15
9.01	Minimum Hours for Show-Up .....	15
9.02	Call-Out .....	15
ARTICLE 10	- STATUTORY HOLIDAYS.....	16
10.01	Statutory Holidays .....	16
10.02	Absence Due to Accident .....	16
10.03	Absence Due to Illness.....	16
10.04	Application of Articles 10.02 and 10.03 .....	16
ARTICLE 11	- ANNUAL VACATIONS.....	16
11.01	Annual Vacation .....	16
11.02	Vacation Entitlement (Full Time).....	17
11.03	Vacation Entitlement (Part Time & Casual).....	17
11.04	Employee Leaves the Employ of the City .....	17

11.05	Vacation Conversion of Guard and Arena Attendant Employees .....	17
11.06	Vacation Allotment .....	17
11.07	Vacation Carry Over .....	18
11.08	Vacation Pay .....	18
11.09	Preference Based on Seniority .....	18
ARTICLE 12	- SICK LEAVE.....	18
12.01	Medical Examination.....	18
12.02	Time Off for Medical or Dental Appointments .....	18
12.03	Sick Leave Defined .....	18
12.04	Special Leave .....	19
12.05	Illness While on Vacation .....	19
12.06	Short Term Disability.....	19
12.07	Family Responsibility Leave.....	19
ARTICLE 13	- HEALTH AND WELFARE .....	20
13.01	Benefits.....	20
13.02	Medical Plan .....	20
13.03	Dental Plan .....	20
13.04	Extended Health Plan .....	20
13.05	Loss of Income Insurance.....	20
13.06	Long Term Disability Insurance .....	21
13.07	Group Life and Accidental Death Insurance.....	21
13.08	Cost of Insurance .....	21
13.09	Eligibility/Mandatory Enrolment .....	21
13.10	Change in Carriers .....	21
13.11	EI Rebate .....	21
13.12	Vaccinations .....	21
13.13	Summary of Insurance.....	22
13.14	Long Term Disability Insurance .....	22
13.15	Employee Access to Benefit Plans .....	22
13.16	Enactment of Articles 13.08 and 13.10.....	23
13.17	Recreations Passes .....	23
ARTICLE 14	- LEAVES OF ABSENCE.....	23
14.01	Bereavement Leave .....	23
14.02	Pallbearer Leave.....	24
14.03	Jury Duty Pay.....	24
14.04	Pregnancy Leave .....	24

14.05	Parental Leave.....	25
14.06	Hours Not to Count for Overtime Calculation.....	26
14.07	Paid Leave for Negotiations .....	26
14.08	Union Leave.....	26
14.09	General Leave (Leave of Absence) .....	27
14.10	Education Leave and Training Leave .....	27
14.11	Leave to Participate in Elections .....	27
14.12	Domestic Violence Leave.....	27
14.13	President’s Leave .....	27
ARTICLE 15	– SENIORITY.....	28
15.01	Seniority.....	28
15.02	Seniority to be Lost.....	28
15.03	Seniority List.....	28
15.04	Seniority Adjustment .....	28
15.05	Transfer and Seniority Outside the Bargaining Unit.....	28
ARTICLE 16	– LAYOFFS AND REHIRING .....	29
16.01	Layoff Defined.....	29
16.02	Role of Seniority in Layoff .....	29
16.03	Notice of Layoff .....	29
16.04	Role of Seniority in Recall.....	29
16.05	Notice of Recall .....	29
16.06	Report for Work.....	29
16.07	Loss of Seniority for Failure to Report.....	30
16.08	Laid-Off Probationary Employees .....	30
16.09	Parks and Public Works/Seasonal Worker Recall .....	30
ARTICLE 17	– PART-TIME/CASUAL/SEASONAL EMPLOYEES .....	30
17.01	Part-Time/Casual/Seasonal Seniority.....	30
17.02	Appointment to a Full-Time Position .....	30
17.03	Rotation of Call to Work .....	30
17.04	In Lieu of Benefits .....	30
17.05	Part-Time Statutory Holidays .....	31
ARTICLE 18	– JOB POSTING AND CLASSIFICATION .....	31
18.01	Notice of Vacancy .....	31
18.02	Appointment .....	31
18.03	Method of Promotion.....	31
18.04	On-the-Job Training .....	31

18.05	Management Position .....	32
18.06	Employer to Notify Union.....	32
18.07	Trial Period.....	32
18.08	Job Classifications .....	32
18.09	Establishment of New Position .....	33
18.10	Automatic Promotion .....	33
18.11	If Employer Intends Not to fill a Permanent Vacancy.....	33
18.12	Joint Job Evaluation Process .....	33
18.13	Arena Maintenance – Casual Staffing Procedures.....	34
ARTICLE 19	– TECHNOLOGICAL CHANGE .....	34
19.01	Technological Change.....	34
ARTICLE 20	– LABOUR-MANAGEMENT COMMITTEE .....	34
20.01	Labour-Management Committee .....	34
ARTICLE 21	– DISCIPLINE AND PERSONNEL FILES .....	35
21.01	Just Cause.....	35
21.02	Notification.....	35
21.03	Personnel File .....	35
21.04	Removal of Documents .....	35
21.05	Refusal to Cross Picket Lines.....	35
21.06	Notice of Discipline to Follow .....	35
21.07	Letters of Discipline and Letters of Expectation.....	35
21.08	Right to Union Representation .....	35
ARTICLE 22	– GRIEVANCE PROCEDURE.....	36
22.01	Grievance Procedure .....	36
22.02	Employee Grievance .....	36
22.03	Policy Grievance .....	36
22.04	Arbitration .....	37
22.05	Expedited Arbitration .....	37
22.06	Dismissal or Suspension Grievance .....	37
22.07	Permission to Leave Work.....	38
22.08	Time Off Due to Grievances.....	38
22.09	Time Limits .....	38
ARTICLE 23	– SAFETY AND HEALTH .....	38
23.01	Assistance.....	38
23.02	Right to Refuse .....	38
23.03	Disclosure of Information.....	39

23.04	Safety and Health Reports, Records and Data.....	39
23.05	Community Emergency Services.....	39
23.06	Health And Safety Committee.....	39
ARTICLE 24	– PAYMENT OF WAGES AND ALLOWANCES .....	39
24.01	Wages and Classifications.....	39
24.02	Work in a Higher Capacity .....	39
24.03	Welding Premium.....	40
24.04	Ditch Premium.....	40
24.05	Sewage Premium .....	40
24.06	Fire Fighting Premium.....	40
24.07	Snow Plowing Rate.....	40
24.08	Shift Differential.....	40
24.09	Application of Premiums .....	41
24.10	Tool Allowance/Loss of Tools.....	41
24.11	Loss of Tools.....	41
24.12	Long Service Bonus.....	41
24.13	Charge Hand Premium.....	42
24.14	Acting Foreman.....	42
24.15	Guards’ Pay and Lieu Days.....	42
24.16	Northern Residents Allowance .....	42
24.17	Accumulated Time Off.....	42
ARTICLE 25	– GENERAL.....	42
25.01	Lists to be Posted.....	42
25.02	Coveralls/Uniforms.....	43
25.03	Pay/Time Sheets .....	43
25.04	Gender Neutral Terms to Apply .....	43
25.05	Shirts for Guards .....	43
25.06	Safety Footwear.....	44
25.07	Court Costs for Criminal Charges .....	44
25.08	Bulletin Boards .....	44
25.09	Recertification of Aquatics Employees.....	45
25.10	Swim Wear.....	45
25.11	Pension .....	45
25.12	Driver’s Certification Renewal.....	45
ARTICLE 26	– LIFE OF AGREEMENT.....	46
26.01	Life of Agreement .....	46

Appendix A – Wages & Classifications..... 47

Schedule B – Joint Job Evaluation Process ..... 50

LETTERS & MEMOS OF AGREEMENT ..... 62

    Airport Equipment Training..... 62

    Grader Operation Training ..... 63

    Community Groups ..... 64

    SPCA/Animal Control ..... 65

    Contracting Out ..... 66

    Flex Scheduling – City Hall and RCMP CPIC Clerks..... 67

    Red Circled Employees ..... 68

    Job Evaluation..... 69

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**BETWEEN:**

**THE CITY OF DAWSON CREEK  
10105 – 12A Street,  
Dawson Creek, BC**

**(hereinafter called “the Employer”)  
OF THE FIRST PART**

**AND:**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 2403**

**(hereinafter called “the Union”)  
OF THE SECOND PART**

**IT IS MUTUALLY AGREED:**

**ARTICLE 0 - EMPLOYEE DEFINITIONS**

**0.01 PERMANENT EMPLOYEE**

- (a) A permanent employee is one who has successfully completed probation and who is hired to fill a permanent position (ie: a bargaining unit position, designated by the Employer as being permanent, which position has either a regular full-time or a regular part-time work schedule).
- (b) Permanent employees are eligible for all of the benefits and perquisites of this Agreement as established by applicable agreement articles.

**0.02 FULL-TIME EMPLOYEE**

A full-time employee is a permanent employee, seasonal employee or temporary employee who normally and regularly works the full-time hours applicable to the classification in which **they are** employed, as defined in Article 7.

**0.03 PART-TIME EMPLOYEE**

A part-time employee is a permanent employee, seasonal employee or temporary employee who normally and regularly works less than the full-time hours applicable to the classification in which **they are** employed, as defined in Article 7.

**0.04 SEASONAL EMPLOYEE**

A seasonal employee is one who has successfully completed probation and who is hired as either a full-time or part-time employee to work on a seasonal basis. Seasonal employees are laid-off at the end of each season for which they are hired and are normally recalled for seasonal employment from year to year.

**0.05 TEMPORARY EMPLOYEE**

A temporary employee is one who has successfully completed probation and who is hired to work (either full-time or part-time hours) for an established period of employment (ie a period of temporary employment having a stated starting date and a planned ending date).

The length of any period of temporary employment shall not exceed eighteen (18) consecutive months without the Union’s approval, which approval shall not be unreasonably denied.

**0.06 SEASONAL AND TEMPORARY EMPLOYEE**

Seasonal and Temporary employees accrue seniority in accordance with the provisions of Article 17. They are paid annual vacation and statutory holidays pursuant to the Employment Standards Act. They are not covered by any of the benefits and perquisites of this Agreement and shall be paid the percentage (10%) under Article 17.04 in lieu of all such benefits and perquisites. Without limiting the generality of the foregoing, seasonal/temporary employees are only covered by the following Articles of this Agreement: 1, 2, 3, 4, 5, 6, 7, 8 (except 8.06 and 8.07), 9, 14 (provided operational requirements permit and the employee requesting leave would otherwise be scheduled to work on the day(s) for which leave is to be granted), 15, 16, 17, 18, 20, 21, 22, 23, 24 (except 24.12), 25 (except 25.06, 25.11 and 25.12), 26, Appendix "A", Appendix "B", Appendix "C", Appendix "D" and various LOUs where the context explicitly establishes.

#### 0.07 CASUAL EMPLOYEE

- (a) A casual employee is one who is hired to work (up to full-time hours as required by the Employer to meet operational requirements) for one (1) or more indefinite periods of employment in order to augment the permanent, temporary and seasonal work force or to replace permanent, seasonal or temporary employees who are absent.
- (b) Casual employees may work multiple periods of casual employment, provided that any particular period of casual employment does not exceed ninety (90) consecutive working days without the Union's approval, which approval shall not be unreasonably denied.
- (c) Casual employees accrue seniority in accordance with the provisions of Article 17. They are paid for annual vacation and statutory holidays pursuant to the Employment Standards Act. They are not covered by any of the benefits and perquisites of this Agreement and shall be paid the percentage (10%) under Article 17.04 in lieu of all such benefits and perquisites. Without limiting the generality of the foregoing, casual employees are only covered by the following Articles of this Agreement: 1, 2, 3, 4, 5, 6, 7, 8 (except 8.06 and 8.07), 9 (except 9.02), 11.07, 14.07 and 14.08 (provided operational requirements permit and the employee requesting leave would otherwise be scheduled to work on the day(s) for which leave is to be granted), 15, 16, 17, 18, 20, 21, 22, 23, 24 (except 24.12), 25 (except 25.05, 25.06, 25.11 and 25.12), 26, Appendix "A", Appendix "B", Appendix "C", Appendix "D" and various LOUs where the context explicitly establishes.
- (d) Unless on a leave of absence approved by the Employer, casual employees are expected, as a condition of continued employment, to work at least two (2) shifts per month, if and when such shifts are offered by the Employer.
- (e) Casual employees who commit to work a casual shift and then fail to actually do so, without the Employer's approval, on three (3) occasions in any calendar year (Jan. - Dec.) shall be terminated in all respects unless the employee is prevented from complying with the provisions of this section (e) due to accident or illness, in which case the employee will be required to show medical proof.
- (f) **Casual employees shall be entitled to sick days as required under the Employment Standards Act. Such days are provided for personal illness or injury, family responsibility, or other qualifying reasons as outlined in the Act. Sick days taken under this provision will not affect the 10% pay in lieu of benefits and shall be provided in accordance with the minimum requirements set by the ESA.**

### ARTICLE 1 - PURPOSE

#### 1.01 PURPOSE OF AGREEMENT

It is the purpose of this Agreement to promote and maintain harmonious relations between the Employer and Employees; to provide an amicable method of settling grievances or differences which may possibly arise; and to set forth rates of pay, hours of work and other conditions of employment, to prevent strikes and lockouts, waste, unnecessary expense and avoidable delays in the carrying out of duties.

#### 1.02 LAND ACKNOWLEDGEMENT

**The City of Dawson Creek and CUPE Local 2403 acknowledge that we are privileged to live and work on Treaty 8 territory and the traditional home of the Cree, Dane-Zaa, Saulteau, Sikanni and Slavey First Nations. We value the Métis Peoples that live and gather here. We commit to upholding the respectful relationships these Nations have built with the land and we acknowledge our responsibility to carry that forward today and into the future.**

### ARTICLE 2 - UNION RECOGNITION

#### 2.01 UNION RECOGNITION

- (a) The Employer recognizes the Union as the sole and exclusive bargaining agent for the employees under the classifications set out under the Wage Provision of this Agreement as outlined below.
- (b) The Agreement shall apply to all employees covered by the amended Certificate of Bargaining Authority issued by the Labour Relations Board.

#### 2.02 CONTRACTING OUT

The Employer will not contract out any work ordinarily performed by employees in the classifications covered by this Agreement, except in emergency situations beyond the Employer's control. The Employer may contract for extra equipment if the City's equipment is not capable of carrying out the required work. Wherever possible, the Employer shall notify the Union of any work contracted out, when it occurs **and provide a list of contracted out services annually.**

#### 2.03 UNION LABEL

The Union shall have the right to display the Union label on City buildings, clothing and vehicles that are used by members of the Local in the course of their employment. The number and location of these labels is subject to a mutual agreement being reached between the Chief Administrative Officer or **their** designate and the Local President or **their** designate, before the label or labels are placed on any City buildings, clothing or vehicles.

#### 2.04 BARGAINING UNIT WORK

Unpaid persons not in the bargaining unit may perform bargaining unit work only where it does not result in a layoff or reduction in regular hours of work of a bargaining unit employee.

Foreman Defined:

- (a) Those employees who are performing exclusively management functions shall be classified as "Foreman" and shall be excluded from the provisions of this Agreement by the mutual consent of both the Employer and the Union.
- (b) The Foremen shall act in a supervisory capacity and shall not perform any work normally performed by workers under their supervision, except in an emergency or in the instruction of workers or to assure the proper performance of work or except in the best interest of the Employer.
- (c) The duties of Bylaw Enforcement/Animal Control will continue to be performed and shared with persons outside the Union's bargaining unit. Both parties agree that this

clause shall be suspended while the Agreement between the S.P.C.A. and the City of Dawson Creek is in effect. The terms of the Letter of Agreement re: SPCA/Animal Control between the parties shall also remain in effect during this period.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

#### **3.01 MANAGEMENT RIGHTS**

- (a) Without restricting the right of the employees under the terms of the Agreement, the Union recognizes the right of the Employer to manage its affairs and operations and to direct its working forces, including the right to hire, suspend, discharge, promote, demote, discipline, lay off or transfer an employee, and the right to determine job content, evaluate jobs and assign work, and the foregoing shall not be deemed to exclude other functions of management not specifically covered in this Agreement.
- (b) The parties hereto agree that the foregoing enumeration of management rights shall be vested in the Chief Administrative Officer or **their** designate and such rights shall be exercised in a fair and reasonable manner.

### **ARTICLE 4 - UNION SECURITY**

#### **4.01 UNION MEMBERSHIP**

As a condition of employment, all employees shall become members of the Union on or before the expiry of thirty (30) calendar days from **their** date of hire. All employees shall sign an Authorization Card furnished to the Employer by the Union, authorizing the City to deduct from **their** earnings, Union dues or assessments.

#### **4.02 EMPLOYER SHALL ACQUAINT NEW EMPLOYEES**

The Employer agrees to acquaint new employees with the fact that an Agreement between the parties is in effect, including those conditions of employment set out in Article 4.01. New employees shall be presented with a copy of the Agreement by the Employer at the time of hiring.

#### **4.03 UNION INTERVIEW**

A representative of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment, for the purpose of acquainting the new employee with the terms and conditions of the Agreement.

#### **4.04 UNION ACCESS TO WORKSITES**

A business representative of the Union shall have access to the Employer's premises to attend to the business of the Union, provided it does not interfere with the normal course of business, upon securing permission from the Employer.

#### **4.05 NO OTHER AGREEMENT**

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

### **ARTICLE 5 - NO DISCRIMINATION**

#### **5.01 NO DISCRIMINATION**

There shall be no discrimination by the Employer or by the Union against any employee with respect to wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline,

classification, discharge or otherwise, by reason of **indigenous identity**, age, race, colour, place of origin, ancestry, religion, political affiliation or activity, sexual orientation, **gender identity or expression**, sex, marital status, family status or physical disability, nor by reason of **their** membership or activity in the Union.

## 5.02 HARASSMENT AND BULLYING

The Employer and the Union recognize the right of employees to work in an environment free from workplace harassment and bullying, and agree to co-operate in attempting to resolve in a confidential manner all complaints of harassment and bullying that arise in the workplace.

The Employer undertakes to take appropriate remedial action, including discipline in regard to employees or persons whom the City employs, who are shown to be engaging in harassment or bullying.

The employer further undertakes to take reasonable steps to protect employees against harassment and bullying by persons, who are not employed by the City, with whom employees come in contact during the performance of their duties.

Any complaint or allegation of workplace harassment or bullying on the part of employees or persons whom the City employs, which is not resolved under this Article (5) to the satisfaction of the employee making the allegation (the "complainant") or where two (2) bargaining unit employees are involved, to the satisfaction of the employee against whom the allegation has been made (the "respondent") shall be dealt with by the parties through the grievance procedure, commencing at Step 3.

## 5.03 HARASSMENT AND BULLYING - DEFINITIONS

### a) Harassment

Where used in this article the term "harassment" includes:

#### (i) Personal Harassment:

Defined as any workplace action or behaviour on the part of employees or persons whom the City employs, which the harasser knows or should know is unwelcome and which humiliates, degrades, insults or undermines an employee's health, job performance or workplace performance, or endangers an employee's employment status or potential advancement.

Personal harassment includes any workplace action or behaviour on the part of employees or persons whom the City employs, which constitutes discrimination in violation of article 5.01.

#### (ii) Sexual Harassment:

Defined as any workplace conduct, comment, gesture or contact of a sexual nature in the workplace, whether on a one-time basis or in a continuing series of incidents, that:

- might reasonably be expected to cause offence or humiliation to an employee, or that
- the affected employee might reasonably perceive as placing a condition of a sexual nature on employment or on any employment opportunity.
- Sexual harassment includes any unwanted attention of a sexual nature in the workplace on the part of employees or persons whom the City employs, such as but not limited to: remarks about appearance or personal life, offensive written or visual actions like graffiti or degrading pictures, physical contact of a sexual nature or sexual demands.

- (b) **Bullying**  
Where used in this article, workplace “Bullying” is defined as:
- threats, intimidation, coercion and/or physical contact on the part of employees or persons whom the City employs, whether on a one-time basis or in a continuing series of incidents.
  
  - Bullying includes the improper use of power and authority.
- (c) **Workplace**  
Where used in this article, the “workplace” is not defined to physical locations or to an employee’s normal working hours. It includes incidents involving employees or persons whom the City employs, which occur outside of working hours, and incidents involving employees or persons whom the City employs, which occur outside the physical confines of what is normally considered to be the workplace. The incident must be directly related to an incident that originated in the workplace.

It is understood that any language and/or practice that is normal and generally accepted in the workplace does not, in and of itself, represent personal harassment or bullying.

Nothing in this Article (5) is to be interpreted or applied to limit or restrict in any way the Employer’s ability to direct the workforce and to discipline employees, provided it does so in a bona fide and respectful fashion.

#### **5.04 LABOUR-MANAGEMENT HARASSMENT ADVISORY COMMITTEE**

- (a) The parties recognize that any complaint of harassment may be filed under the Human Rights Act of British Columbia instead of or in addition to this procedure. Recourse to the grievance procedure may only be exercised after the provisions of this Article (5) have been finished.
- (b) The parties agree to establish a Labour-Management Harassment Advisory Committee, consisting of two (2) nominees from the Union and two (2) from the Employer. The Committee shall make its decisions on the basis of consensus. The Committee shall meet no less than twice (2x) per year or at the request of any Committee member to discuss harassment issues and will maintain a resource library. The Committee also has the mandate to discuss and to make recommendations to the Chief Administrative Officer regarding anti-harassment and anti-bullying training that the Committee feels should be given to employees and/or persons whom the City employs, whether generally to all individuals, or specifically to a particular group of individuals or to a particular individual. The committee shall make recommendations on training that shall be conducted annually for all employees in addition to this specific training above. This annual training will be for a minimum of 4 hours.
- (c) Within ten (10) working days of an alleged incident of harassment or bullying, a complainant may contact the Labour-Management Harassment Advisory Committee, which will assist the complainant by providing information regarding what actions may constitute harassment or bullying, what responses may be appropriate to stop or prevent the unacceptable behaviour, what options are available under this Agreement and how Human Rights Act complaints may be instituted. At the request of the complainant, the Committee member may discuss this matter with others, including any alleged harasser(s), in an attempt to resolve the complaint. Except with the

express consent of the complainant, all discussions, information, and documents will be completely confidential and subject only to any legal requirement to disclose.

- (d) Should the complainant choose to proceed with a formal complaint under this Article, the Advisory Committee member shall assist the complainant to put all relevant information/allegations in written form within five (5) working days. A copy of the allegations will be retained by the complainant and a copy will be forwarded to the Chief Administrative Officer or **their** designate and the Labour Management Harassment Advisory Committee for investigation.
- (e) The Chief Administrative Officer or designate will investigate as quickly as possible in the circumstances by:
  - i. making the allegations known to the respondent(s) within five (5) working days of the formal complaint being made, if possible;
  - ii. interviewing the complainant and/or the respondent(s);
  - iii. interviewing any witnesses or others who may provide relevant information; and
  - iv. providing a written report to the complainant, the respondent(s) and the Labour-Management Harassment Advisory Committee. This Report shall be provided, if possible, within thirty (30) working days from the start of the investigation.
- (f) Alternatively, at **their** discretion, the Chief Administrative Officer or designate may retain a third party harassment investigator to carry out the investigation and to provide a written report, which shall be provided to the Chief Administrative Officer or designate, the complainant, the respondent(s) and the Labour-Management Harassment Advisory Committee.
- (g) Should the Chief Administrative Officer or designate determine a third party harassment investigator is required, **they** shall inform the Labour-Management Harassment Advisory Committee. The Committee shall meet and choose a neutral investigator within seven (7) days.

The appointed investigator shall, if possible, commence the investigation within five (5) working days of being appointed. The investigator shall investigate the matter and issue a report as quickly as possible in the circumstances pursuant to the investigative steps and time limits set out in subsection (e) above.

- (h) At the conclusion of the investigation, when a complaint of harassment or bullying has been proven, provided the circumstances warrant, the Employer may institute appropriate remedial actions instead of instituting formal discipline against the respondent. When the Employer believes that the circumstances are such that appropriate discipline should be taken, it will be its responsibility to do so. Such discipline may include verbal warning, written warning placed in personnel file, suspension or dismissal. Any discipline meted out under this Article will be subject to Articles 21 and 22 of this Agreement.
- (i) In the case of proven harassment or bullying, the Employer shall provide appropriate remediation to the victim, if necessary.

- (j) Where the Chief Administrative Officer or **their** designate determines the allegation to be unfounded, it shall be dismissed with written reasons. If the allegation is made in bad faith or is of a vindictive or vexatious nature, appropriate disciplinary measures shall be taken against the complainant. The victim of such bad faith or vindictive allegation shall be provided with appropriate remediation, if necessary.
- (k) Any bargaining unit employee who is a complainant, respondent, or witness under this Article shall be entitled to have a representative of the Union or of the Labour-Management Harassment Advisory Committee present at any interview conducted by the Chief Administrative Officer or designate, or the appointed investigator.
- (l) All parties to these procedures agree to keep allegations, information, documents and names confidential subject only to any legal requirement to disclose. This does not preclude the right of the complainant to file a complaint under the Human Rights Act.
- (m) The Employer agrees to post this Article at the work locations specified in Article 25.01 of this Agreement and to inform new start employees of its existence at the time they are hired. This posting will include the names of the current nominees to the Labour-Management Harassment Advisory Committee.

## **ARTICLE 6 - PROBATIONARY EMPLOYEES**

### **6.01 PROBATIONARY EMPLOYEES**

All new employees shall be hired on probation. The probationary period **shall be for 3 months for all employees**. During the probationary period employees shall be entitled to all rights and benefits of the Agreement, except for the provisions of Article 15. Entitlement to benefits shall be in accordance with the benefit provisions of this Agreement. The work day referred to above shall be the regular scheduled hours for that position. The Health and Welfare benefits available to permanent full-time employees under Article 13 of the Agreement shall commence upon the completion of the probationary period.

## **ARTICLE 7 - HOURS OF WORK**

### **7.01 REGULAR WORK WEEK**

- (a) The regular working week shall consist of forty (40) hours between 7:00 a.m. Monday and 5:00 p.m. Friday.
- (b) The regular working week of guards shall consist of forty-eight (48) hours in any given eight (8) day period comprised of two (2) regular working days followed by two (2) shift working days followed by four (4) days off. There shall be one (1) additional day of rest every two (2) calendar months.
- (c)
  - (i) The regular full-time working week for **RCMP Detachment Clerks** shall consist of thirty-five (35) hours between 7:00 a.m. Monday and 5:00 p.m. Friday.
  - (ii) The regular full-time working week for City Hall employees shall consist of thirty-five (35) hours between 8:00 a.m. Monday and 5:00 p.m. Friday.
- (d) The normal working week for Aquatics employees shall comprise up to five (5) days in each work week (consecutive shifts in the case of permanent full time Aquatics employees).

- (e) **The normal working week for Tourism employees shall comprise of up to five (5) consecutive days in each work week.**

#### 7.02 REGULAR WORKING DAY

- (a) The regular working day shall consist of eight (8) consecutive hours between 7:00 a.m. and 5:00 p.m., exclusive of a lunch break which shall not exceed one (1) hour, in each regular working day.
- (b) (i) The regular full-time working day for **RCMP Detachment Clerks** shall consist of seven (7) consecutive hours between 7:00 a.m. and 5:00 p.m., exclusive of a lunch break, which shall not exceed one (1) hour, in each regular working day.  
  
(ii) The regular full-time working day for City Hall employees shall consist of seven (7) consecutive hours between 8:00 a.m. and 5:00 p.m. exclusive of a lunch break, which shall not exceed one (1) hour, in each regular working day.
- (c) The normal workday for Aquatics employees shall comprise up to eight (8) hours scheduled by the Employer between the hours of 6:00 a.m. and 10:00 p.m.
- (d) **The normal workday for Tourism employees shall comprise of up to eight (8) consecutive hours between 7:00 a.m. and 7:00 p.m.**
- (e) No employee shall be required by the Employer to commence work on unpaid time prior to their scheduled shift starting time.

#### 7.03 SHIFT WORKING DAY

- a) The shift working day shall consist of eight (8) consecutive hours, exclusive of lunch period, within any one (1) day. The working week shall consist of five (5) consecutive shift working days within any one (1) week.
- b) The shift working day for guards shall consist of twelve (12) consecutive hours between 5:00 p.m. and 9:00 a.m. Guards will be allowed time to eat lunch as their regular duties permit, and shall be permitted to take meal breaks away from the place of work whenever reasonably possible.
- c) The shift working day for permanent full-time Arena Attendant employees shall consist of ten (10) consecutive hours. The shift working week shall consist of four (4) consecutive shift working days within any one (1) week. These shift working days shall be consecutive for as many permanent full-time Arena Attendant employees as is operationally possible to so accommodate. Arena Attendant employees will be allowed time to eat lunch as their regular duties permit, and shall be permitted to take meal breaks away from the place of work whenever reasonably possible.

#### 7.04 WINTER HOURS

When engineering assistants are placed on "winter hours" (that is seven (7) hours per day), their hourly rates will be automatically adjusted upward accordingly so that no loss in gross daily income results. The timing of designating engineering assistants on and off winter hours shall be at the discretion of the Employer.

Should engineering assistants, while on winter hours, be required to work more than seven (7) hours but not more than eight (8) hours in any particular day, they shall be deemed to have

worked eight (8) hours and the rate of pay for that day shall be in accordance with Appendix "A" of this Agreement.

#### 7.05 EMPLOYER MAY INSTITUTE SHIFTS

The Employer may institute shift work, that is to say, work done wholly or partly outside either the regular working day or regular working week, provided that the shift work is continued for not less than five (5) consecutive work days.

#### 7.06 WEEKEND SHIFTS

- (a) Weekend shifts may be scheduled by the Employer between dates of November 1<sup>st</sup> through April 30<sup>th</sup>. Weekend shifts shall be distributed equally among those employees who normally perform the work to be done and who are willing and able to do the work. Employees required to work outside of their regular working week shall, upon request, be allowed to change shifts after four (4) weekends, and employees shall not be required to go back to their former weekend shift for a period of two (2) months. A list shall be compiled showing the rotation of the weekend shifts at least two (2) weeks prior to the beginning of the November 1<sup>st</sup> through April 30<sup>th</sup> period. Weekend shift service shall be rotated through the entire list with no employee receiving a second tour of weekend duty until all employees on the list have had a turn. Two (2) employees on the weekend list may change positions as long as they mutually agree to do so, provided the exchange is between employees of the same crew or between employees with similar experience in the employ of the Employer; and also provided they give the Employer forty-eight (48) hours' notice.
- (b) The posted weekend shift service list shall constitute adequate notice to employees required to provide weekend shift service. The Employer may make substitutions on this list in the case of employee illness, accident or other approved leave. No employee who does not wish to serve on weekend shift duty shall be required to do so unless it is impossible for the City to cover all the weekends it wishes covered with the use of employees who have volunteered for this duty. In the event that there are not a sufficient number of able volunteers, positions on the weekend shift list shall be filled on a reverse seniority basis from amongst those able to do the work.
- (c) The provisions of this clause do not apply in those departments where a seven (7) day operation is required on a regular basis.

#### 7.07 STAND-BY

- (a) Weekend Shift: Employees may be required to provide a stand-by service on weekends. The rate of pay for stand-by service shall be paid eight (8) hours for each regular weekend completed. "Regular Weekends" will be that period of time between 5:00 p.m. Friday and 8:00 a.m. Monday. Employees required to provide a stand-by service on holiday weekends (5:00 p.m. Thursday to 8:00 a.m. Monday; or 5:00 p.m. Friday to 8:00 a.m. Tuesday), shall receive twelve (12) hours pay for each holiday weekend completed. Stand-by status shall be rotated so that no employee is on stand-by longer than two (2) consecutive weekends. (Stand-by means: available for call-out during the weekend period, i.e. a phone number by which the employee may be contacted).
- (b) Weekdays: Employees may be required to provide a stand-by service on weekdays. The rate of pay for stand-by service shall be paid two (2) hours for each regular weekday completed. "Regular Weekdays" will be that period of time between 5:00 p.m. and 8:00 a.m. the next day. Employees required to provide a stand-by service on holidays shall receive four (4) hours pay for each stat holiday completed. Stand-by status shall be

rotated so that no employee is on stand-by longer than one (1) week. (Stand-by means: available for call-out, i.e. a phone number by which the employee may be contacted).

- (c) For those employees who are able to do the work, stand-by service shall be divided equally among the employees who normally perform the work to be done. The Employer shall post a list of all employees able to provide stand-by service, and any employee who feels **they have** been unfairly excluded from this list may process **their** complaint through the grievance procedure; Stand-by service will be rotated through the entire list with no employee receiving a second tour of stand-by service until all employees on this list have had a turn.
- (d) Two (2) employees on the stand-by list may change positions as long as they mutually agree to do so, provided they give their supervisor forty-eight (48) hours' notice. The posted stand-by list shall constitute adequate notice to employees required to provide stand-by service. The Employer may make substitutions on this list in the case of employee sickness, accident or other approved leave.
- (e) Employees who do not wish to serve on stand-by duty shall not be required to do so unless it is impossible for the City to cover all the stand-by duty it wishes covered with the use of employees who have volunteered for this duty. In the event that there are not a sufficient number of volunteers, positions on the stand-by list shall be filled on a reverse seniority basis from amongst those able to do the work.

#### 7.08 SUPERVISORS CARRYING PHONES

Supervisors who are required to regularly answer work-related phone calls outside of normal work hours will be entitled to one (1) week of additional vacation time in lieu. Supervisors are not considered to be on call or on standby outside of normal work hours. Therefore, they are not required to refrain from personal activities such as consuming alcohol or remaining in town. The expectation for answering after-hours calls is based on availability and is not intended to impose restrictions on personal time.

##### Appropriate Reasons for After-Hours Calls:

1. **Emergencies:**
  - Situations that pose a threat to employee safety or security.
  - Urgent facility issues such as power outages, security breaches, or significant damage to property.
2. **Critical Operational Needs:**
  - Unplanned absences where immediate coverage is required to maintain essential services
  - System failures or IT issues that prevent critical work from being performed.
3. **Urgent Decision-Making:**
  - Situations requiring immediate managerial decisions that cannot wait until normal business hours.
  - Approval or guidance needed for time-sensitive projects or operations.

##### Inappropriate Reasons for After-Hours Calls:

1. **Non-Urgent Matters:**
  - Routing scheduling issues or changes that can be addressed during normal business hours.
  - General updates or information that do not require immediate attention.

2. **Non-Emergency Queries:**
  - Questions or concerns that can be handled via email or during regular meetings.
  - Requests for information or clarifications that are not time-sensitive.
3. **Personal or Social Reasons:**
  - Any communication that does not pertain to work-related duties or responsibilities.

#### 7.09 NO SPLIT SHIFTS

There shall be no split shifts, except as required for part-time Aquatics employees. The Employer will endeavour to schedule the splits contained in any shift as close together as possible and to limit the number of splits contained in any shift to one (1), operational requirements permitting.

#### 7.10 REST PERIODS

- (a) An employee shall be entitled to a rest period not in excess of fifteen (15) minutes between the second and third hour after starting **their** shift, and a further rest period not in excess of fifteen (15) minutes between the sixth and seventh hour of **their** shift, unless express permission has been granted by the Employer to deviate from the hours contained here. An employee required to work overtime before or after **their** regular shift shall be entitled to a rest period not in excess of fifteen (15) minutes after every two hours overtime worked.
- (b) In recognition of the fact that outside crews are in the public eye, workers shall endeavour to take their rest periods in as inconspicuous a location as reasonably possible within the allotted time limits.

#### 7.11 GUARD AND ARENA STAFF REST PERIODS

Guards shall be entitled to three (3) rest periods not to exceed fifteen (15) minutes each per twelve (12) hour shift. Arena staff shall be entitled to three (3) rest periods not to exceed fifteen (15) minutes each per ten (10) hour shift. These breaks are to be taken as regular duties permit. The Employer shall ensure that the total forty-five (45) minutes are granted during each shift.

#### 7.12 NOTICE OF SHIFT CHANGE

- (a) The Employer agrees to provide a minimum of forty-eight (48) hours notice to employees if they are required to report for work; this notice to be provided by way of a schedule made available on WhenToWork, **Avanti**, or equivalent program.
- (b) Where a posted shift is changed on short notice and the affected employee does not work, with the result that the employee does not see the changed schedule that is posted, the Employer shall provide the employee with notice of the change by phone, at the phone number the employee has provided for this purpose. If the employee cannot be positively reached by this phone call, the Employer shall notify the employee of the change by e-mailing the employee at the email address that the employee has provided for this purpose. All employees must maintain a current telephone number and current email address on file with the Employer.
- (c) For the purposes of winter snow clearing, it is understood between the parties that the Employer will provide as much notice as reasonably possible during severe winter conditions and these situations will not be subject to this Article.

**7.13 AQUATICS EMPLOYEES – PREPARATION TIME**

The Employer agrees to pay Aquatics Instructors an additional ten percent (10%) for all hours worked as instructors, as compensation for preparing necessary lesson plans on personal time.

**7.14 ARENA ATTENDANT EMPLOYEES**

Prior to the beginning of each ice season, the Employer shall meet with the employees from the Arena and the Union to establish a schedule which will be agreeable to the parties. In the case of disagreement, the Employer shall assign the schedule.

**7.15 ARENA MANAGER DUTIES**

The parties agree that, **notwithstanding** Article 2.04, the **following managers**, although acting in a supervisory capacity, shall be allowed to perform work normally performed by employees under **their** supervision, **in the event of an emergency**.

The Employer agrees that no reduction in normal numbers of employees **or hours** will result from this provision. **This provision will only be used in cases of emergency to complete essential work.**

**This Article shall apply to the following managers:**

- **Facilities and Civic Properties Manager**
- **Aquatics, Arenas and Parks Manager**
- **IT Manager**
- **Development Services Manager**
- **Capital Projects Manager**
- **Airport Manager**

**7.16 AQUATIC COORDINATOR DUTIES**

The parties agree that irrespective of Article 2.04, the Aquatic Coordinator, although acting in a supervisory capacity, shall be allowed to perform any and all work normally performed by Aquatics employees under **their** supervision, at the discretion of the Employer. The Employer agrees that no reduction in normal numbers or regular hours of Aquatics employees shall result from this provision.

**7.17 CONSECUTIVE DAYS OF WORK (ARENA AND AQUATIC EMPLOYEES)**

The work week for all aquatic and arena employees shall consist of a maximum of six (6) consecutive days of work. After six (6) consecutive days of work employees are entitled to a minimum period of thirty-two (32) hours free from work. All hours scheduled without this break from work will be paid at time and one half (1 ½) the employee's regular hourly rate until such time as they have a break of thirty-two (32) hours free from work.

**ARTICLE 8 - OVERTIME PROVISIONS****8.01 OVERTIME DEFINITION**

The Employer shall pay overtime rates of wages to every employee entitled thereto as follows:

- (a) All time worked before or after eight (8) hours per day on any shift shall be deemed overtime until a break of eight (8) consecutive hours occurs.
- (b) All time worked before or after seven (7) hours per day (City Hall & CPIC employees) on any shift shall be deemed overtime until a break of eight (8) consecutive hours occurs.
- (c) All time worked before or after twelve (12) hours per day by a guard on any shift shall be deemed overtime.

- (d) All time worked before or after ten (10) hours per day by Arena Attendant employees on any shift shall be deemed overtime.

#### 8.02 OVERTIME RATES

For the first (2) hours of overtime on any regular working day or shift working day, two (2) times **their** regular rate of wages, and for all time worked thereafter, the employee shall be paid three (3) times **their** regular rate.

**Effective January 1, 2025:**

**Overtime shall be paid at two (2) times the normal rate of pay for all overtime hours worked.**

#### 8.03 OVERTIME ON ASSIGNED DAYS OFF

- (a) For all time worked by full-time employees on their assigned days off, the employee shall be paid at a rate of two (2) times **their** regular rate of wages for the first eight (8) hours and three (3) times **their** regular rate of wages for all hours beyond eight (8) hours.
- (b) For all time worked by full-time guards on their assigned days off, the employee shall be paid at a rate of two (2) times the regular rate of wages for the first twelve (12) hours and three (3) times the regular rate of wages for all hours beyond twelve (12).
- (c) Part-time employees and casual employees shall not be eligible for overtime on a weekly basis until they have completed more than forty (40) straight-time hours worked in that week (thirty-five (35) in the case of City Hall & CPIC employees), after which the following overtime rates shall apply: two (2) times their regular rate for the first eight (8) hours of overtime so worked in that week and three (3) times their regular rate for all hours of overtime worked beyond eight (8) hours in that week. It is understood that daily overtime worked and paid under Article 8.01 is not counted for the purposes of this Article.

**Effective January 1, 2025:**

- (a) **For all time worked by full-time employees on their assigned days off, the employee shall be paid at a rate of two (2) times their regular rate of wages for all hours beyond.**
- (b) **For all time worked by full-time guards on their assigned days off, the employee shall be paid at a rate of two (2) times the regular rate of wages for all overtime hours worked.**
- (c) **Part-time employees and casual employees shall not be eligible for overtime on a weekly basis until they have completed more than forty (40) straight-time hours worked in that week (thirty-five (35) in the case of City Hall & CPIC employees), after which all overtime hours worked will be paid at a rate of two (2) times their regular rate. It is understood that daily overtime worked and paid under Article 8.01 is not counted for the purposes of this Article.**

#### 8.04 GUARD COURT DUTIES

Guards called to Court as a witness on prescheduled overtime shall be paid a minimum of two (2) hours at double time, and any continuation past the two (2) hours shall be paid pursuant to Article 8.03(b).

#### 8.05 WORK ON A STATUTORY HOLIDAY

In addition to statutory holiday pay as per Article 10 hereof:

- (a) For all time worked on any statutory holiday, the employee shall be paid at the rate of two (2) times **their** regular rate of wages for the first eight (8) hours and three (3) times for time over eight (8) hours.
- (b) For all time worked on any statutory holiday, the employee shall be paid at the rate of two (2) times **their** regular rate of wages for the first seven (7) hours (inside engineering workers and City Hall employees), and three (3) times for time over the seven (7) hours.
- (c) For all time worked on any statutory holiday, guards shall be paid at the rate of two (2) times the regular rate for the first twelve (12) hours and three (3) times the regular rate of wages for all hours beyond twelve (12) hours.

**Effective January 1, 2025:**

**In addition to statutory holiday pay, as per Article 10, for all time worked on any statutory holiday, the employee shall be paid at the rate of two (2) times their regular rate.**

**8.06 OVERTIME TO BE SHARED**

For those employees who are able and willing to do the work, overtime shall be divided equally among the employees who normally perform the work to be done. Overtime shall be assigned to other employees only in the event that the employees normally performing the work are not available or refuse the overtime.

**8.07 BANKED TIME OFF**

In lieu of overtime pay, an employee may elect at the time the overtime is worked to bank time off in hours equivalent to the money earned. Such time off may be taken at a time mutually agreeable, and any time not taken by April 1<sup>st</sup> of the following year will be paid out by the Employer at the rate prevailing at the time worked. Accumulated banked overtime shall not exceed one hundred and sixty (160) hours at any time.

Employees requesting more than one day off must give ten (10) working days' notice in writing of such request.

Employees requesting payout of banked overtime must give ten (10) working days' notice in writing. Payout of banked overtime will be a separate direct deposit to the employee's account.

**ARTICLE 9 - SHOW-UP TIME AND CALL-OUT TIME**

**9.01 MINIMUM HOURS FOR SHOW-UP**

The Employer agrees to provide a minimum of two (2) hours employment every regular working day for those seasonal and casual employees who report for work as scheduled and who are unable to perform their regular duties for reasons of inclement weather or any other factors beyond the Employer's control. Full time and part time employees who are unable to perform their regular duties for reasons of inclement weather or any other factors beyond the Employer's control shall be paid for the duration of their scheduled shift. The nature of the employment shall be determined by the Employer. In this case, Article 16.01 shall not apply. All other employees shall be provided with their regular hours of employment.

**9.02 CALL-OUT**

- (a) A full-time employee called out to work by the Employer outside of the regular hours of the regular working day or week or shift work day or week (whichever applies to the employee), shall receive a basic minimum of two (2) hours pay at two (2) times the employee's regular basic hourly rate. For any time worked on the call-out in excess of

two (2) hours, the employee shall receive pay at three (3) times the employee's regular basic hourly rate. It is clearly understood that the provisions of Article 8.01 (a) do not apply in the case of call-outs. Full time employees shall be given preference for call-outs (i.e. not scheduled overtime resulting from advance notice);

- (b) For the purpose of Article 8.07 call-out time worked shall be considered overtime;

**Effective January 1, 2025:**

- (a) A full-time employee called out to work by the Employer outside of the regular hours of the regular working day or week or shift work day or week (whichever applies to the employee), shall receive a basic minimum of two (2) hours pay at two (2) times the employee's regular basic hourly rate. The employee shall be paid at two (2) times their regular basic hourly rate for all additional hours worked. It is clearly understood that the provisions of Article 8.01 (a) do not apply in the case of call-outs. Full time employees shall be given preference for call-outs (i.e. not scheduled overtime resulting from advance notice);
- (b) For the purpose of Article 8.07 call-out time worked shall be considered overtime;

**ARTICLE 10 - STATUTORY HOLIDAYS**

**10.01 STATUTORY HOLIDAYS**

Each employee shall be entitled to the following statutory holidays and civic holidays at **their** regular rate of pay:

- |                   |   |
|-------------------|---|
| 1. New Year's Day | <b>9. National Day for Truth &amp; Reconciliation</b> |
| 2. Family Day     | 10. Labour Day  |
| 3. Good Friday    | 11. Thanksgiving Day                                  |
| 4. Easter Monday  | 12. Remembrance Day                                   |
| 5. Victoria Day   | 13. Christmas Day                                     |
| 6. Dominion Day   | 14. Boxing Day  |
| 7. BC Day         | 15. Or any other holiday as proclaimed by the         |
| 8. Labour Day     | Federal, Provincial or Municipal Governments.         |

**10.02 ABSENCE DUE TO ACCIDENT**

Employees absent from work by reason of accident up to six (6) months, shall receive pay for the general holidays as designated in 10.01 above.

**10.03 ABSENCE DUE TO ILLNESS**

Employees absent from work by reason of illness for more than three (3) days and up to six (6) months, shall receive pay for the general holidays as designated in 10.01 above.

**10.04 APPLICATION OF ARTICLES 10.02 AND 10.03**

Application of Articles 10.02 and 10.03 shall not result in an employee being paid twice for the statutory holiday or result in deduction from an employee's accumulative sick leave entitlement.

**ARTICLE 11 - ANNUAL VACATIONS**

**11.01 ANNUAL VACATION**

An employee shall receive an annual vacation with pay in accordance with **their** years of employment as outlined in the schedule set out in Article 11.02. Except for the provisions of Article 11.06 of this Agreement, no vacation entitlement will be cumulative.

**11.02 VACATION ENTITLEMENT (FULL TIME)**

After **three (3)** months continuous service, an employee shall be entitled to five (5) working days' vacation with pay.

After one (1) year continuous service, an employee shall be entitled to ten (10) working days' vacation with pay providing **they have** not taken holidays as yet.

In the calendar year in which occurs the second anniversary of service, the employee shall be entitled to fifteen (15) working days with pay.

Thereafter, each employee shall be entitled to one (1) additional day vacation with pay for each year of service up to six years of service with the Employer.

Upon completion of six (6) years of service, each employee shall be entitled to one (1) additional day of vacation for each two (2) years of service beyond six (6) years, to a maximum of thirty-five (35) working days in total.

Length of Continuous Service	Vacation Entitlement
<b>3 months</b>	5 working days
1 year	10 working days
Year in which 2 <sup>nd</sup> anniversary occurs	15 working days
Thereafter, up to 6 years	1 additional day per year
Thereafter, up to a maximum	1 additional day per 2 year

**11.03 VACATION ENTITLEMENT (PART TIME & CASUAL)**

**After six (6) months of continuous service, a part-time employee shall be entitled to a prorated number of hours of unpaid vacation time (LOA) based on their average weekly hours of work.**

**11.04 EMPLOYEE LEAVES THE EMPLOY OF THE CITY**

If an employee has taken holidays prior to **their** actual anniversary date of hire and subsequently leaves the employ of the City, **their** final pay cheque will be adjusted to reflect the portion of holidays taken but not earned.

**11.05 VACATION CONVERSION OF GUARD AND ARENA ATTENDANT EMPLOYEES**

Annual vacation entitlement for Guard and Arena Attendant employees shall be converted to hours based on an eight (8) hour day.

**11.06 VACATION ALLOTMENT**

Annual vacation allotment shall be issued to each employee January 1 of each year and prorated to reflect any increase in vacation allotment the employee may achieve in that period. Vacation preference shall be based on seniority up to April 15. Thereafter, vacations shall be on a first come, first served basis, except in accordance with Article 11.08.

- (a) With the exception of RCMP employees, a vacation in excess of fifteen (15) days is not to be consecutive. Where there are two (2) employees in the same classification whose seniority would allow them annual vacation at the same time, and where it is necessary to have one (1) of these employees working at all times, then one (1) of these employees must remain working and seniority will be the deciding factor for vacation purposes.

- (b) Vacations shall be arranged mutually to cause minimum interruption to the public, and whenever possible, vacation shall be allowed in accordance with seniority. The vacation list shall be posted on or before January 15 of each year, and employees shall designate their choice of vacation time on or before April 15, with a minimum of fourteen (14) days notice. Once vacation periods are established, they will not be changed unless mutually agreed between the Employer and the employee.

#### **11.07 VACATION CARRY OVER**

Employees, upon being entitled to fifteen (15) working days' vacation and upon written request, may save and carry forward to a predetermined vacation period five (5) working days' vacation per annum to a maximum of forty-five (45) working days. Such entitlement will be conditional on operational requirements and shall not be unreasonably withheld. Any carry-over of vacation shall be paid at the same rate as if it had not been deferred.

Employees may request a change to the predetermined vacation period in writing. Any change will be conditional on operational requirements and shall not be unreasonably withheld.

Vacation carried over under this Article shall be taken as a block of time either at a predetermined vacation period or immediately prior to retirement. Employees with carried forward entitlement in excess of twenty (20) days may choose to take twenty (20) days at a predetermined vacation period and the remainder immediately prior to retirement.

#### **11.08 VACATION PAY**

Casual Guards who are paid a percentage in lieu of vacation shall be paid such percentage **each** pay period or upon termination of employment.

#### **11.09 PREFERENCE BASED ON SENIORITY**

In this Article, wherever seniority may be used as the deciding factor for allocation of vacation time, it is mutually agreed that seniority will be the deciding factor with respect to only one vacation period per year per employee until all employees have had their first choice of vacation period scheduled.

### **ARTICLE 12 - SICK LEAVE**

#### **12.01 MEDICAL EXAMINATION**

The Employer shall retain the right to have any employee submit himself for a complete physical examination by a doctor agreed to by the Employer, and the employee shall not suffer any wage loss of time for such examination. The costs of such an examination are to be borne by the Employer.

#### **12.02 TIME OFF FOR MEDICAL OR DENTAL APPOINTMENTS**

Permanent full-time employees and permanent part-time employees who normally and regularly work twenty-one (21) or more hours per week requesting time off for a bona fide medical examination or dental appointment will be allowed three (3) hours' time off with pay, provided that the employee in question has made every effort to arrange such examination or appointment during their off-duty time.

#### **12.03 SICK LEAVE DEFINED**

Sick leave shall be granted to permanent full-time employees and on a prorated basis to permanent part-time employees who normally and regularly work twenty-one (21) or more hours per week, accumulated on the basis of one and one-quarter (1¼) days per month, and cumulative to a maximum of one hundred and fifty (150) days, providing that a medical certificate, if requested, is submitted by the employee covering such absence for illness in excess of three (3) working days. The following calculation shall apply for purposes of determining monthly sick leave entitlement on a prorated basis for eligible part-time employees

under this Article: (number of straight-time hours worked by the part-time employee in each month divided by the equivalent number of applicable full-time hours) multiplied by the applicable monthly full-time sick leave entitlement (**i.e. 10 hours/month for 40 hour employees or 8.75 hours/month for 35 hour employees**).

#### 12.04 SPECIAL LEAVE

In the case of serious illness of the spouse or child of an employee, the employee shall be entitled, after notifying the Employer, to special leave to be granted through the employee's accumulated sick leave. The illness shall be verified by a medical certificate on the request of the Employer. The Employer shall not unreasonably deny requests for special leave under this Article (12.04) provided the reason for the leave is not available under Article 12.07, Family Responsibility Leave.

The purpose of such special leave is to allow the employee to prepare for or take care of family affairs which cannot reasonably be done by another person.

#### 12.05 ILLNESS WHILE ON VACATION

If an employee is sick in excess of three (3) days while on **their** annual vacation, the days of illness shall not be considered vacation but shall be considered as sick time if a medical certificate is produced. The employee must endeavour to report back to work at the scheduled conclusion of **their** vacation, the unused portion of which will be rescheduled at a later date.

#### 12.06 SHORT TERM DISABILITY

Should an employee go on **short term disability**, pursuant to Article 13.05 the Employer shall use that employee's accumulated sick leave entitlement to maintain the employee's take-home pay at its normal level until such time as all sick leave entitlement is exhausted.

#### 12.07 FAMILY RESPONSIBILITY LEAVE

An employee shall be entitled to up to five (5) days leave per year, to be granted through the employee's accumulated sick leave, to meet the responsibilities related to the care, health or education of any member of the employee's immediate family.

Care is defined as a situation where an employee is required to attend a family affair which cannot reasonably be attended to by another person.

Health responsibility is defined as a bona fide appointment with a registered medical professional. Medical is understood to include dental and paramedical.

Education responsibility is defined as any bona fide meeting or ceremony provided the meeting is related to the instruction provided by a recognized educational institution.

Immediate family for the purpose of this article is as defined in the Employment Standards Act and means the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee, or any person who lives with an employee as a member of the employee's family.

In the case of a serious illness of the spouse or child of any employee, the employee shall be entitled to additional leave to be granted through the employee's accumulated sick leave. The illness shall be verified by a medical certificate on the request of the Employer. Any costs related to such verification shall be borne by the Employer.

Employees accessing leave under this provision will provide the Employer with as much notice as is reasonable in the circumstances.

**ARTICLE 13 – HEALTH AND WELFARE****13.01 BENEFITS**

- (a) The Employer agrees to maintain the following benefits for permanent full-time employees and permanent part-time employees who normally and regularly work twenty-one (21) or more hours per week.
- (b) Benefit plan coverage available to employee spouses under the Collective Agreement shall include coverage for common-law spouses, provided they have cohabitated for twelve (12) consecutive calendar months.

**13.02 MEDICAL PLAN**

Pre-payment medical plan to provide reimbursement for necessary medical, surgical, diagnostic and anaesthetic expense up to the amounts for each service as specified in the Minimum Fee Schedule of the College of Physicians and Surgeons in effect in the Province of British Columbia, with the cost of same for each permanent regular employee to be borne by the Employer.

**13.03 DENTAL PLAN**

The Employer shall pay one hundred percent (100%) of the cost of a dental plan for each permanent full-time employee and permanent part-time employee and the employee's family, providing coverage as follows:

- Plan A: Basic Services - 100%;
- Plan B: Prosthetics - 100%;
- Plan C: Orthodontics - 50% to max. \$2500 until August 31, 2016
- 50% to max. \$3000 Sept. 1 – Dec. 31, 2016
- 50% to max. \$4000 January 1, 2017 and beyond

**13.04 EXTENDED HEALTH PLAN**

The Employer shall pay one hundred percent (100%) of the cost of the Extended Health Benefits plan for each eligible employee and the employee's family providing insured benefits in accordance with the Plan's provisions to a maximum total cost of \$1,000,000 for all benefits received by any one (1) employee and **their** family during the entire period that employee or **their** family are covered by the Plan. Eyeglass coverage (prescription correction lens) to a maximum seven hundred dollars (\$700) per family member per twenty-four (24) months, eye examinations to a maximum of \$100 every two (2) years per family member, laser eye surgery coverage to a maximum of fifteen hundred dollars (\$1,500) per family member per eye (lifetime) and hearing aid coverage to a maximum of fifteen hundred dollars (\$1,500) every five (5) years per each family member shall be included in this plan. All employees receiving benefits under this article shall be provided with a prescription benefit card.

- **Acupuncturist: \$100 each calendar year**
- **Chiropractors: \$500 each calendar year**
- **Physiotherapists: \$120 per hour**
- **Naturopaths: \$200 each calendar year**
- **Podiatrists: \$250 per hour**
- **Speech Therapists: \$200 each calendar year**

**13.05 LOSS OF INCOME INSURANCE**

Loss of Income Insurance with a sixty-six and two-thirds percent (66-2/3%) of weekly salary benefit to a maximum of eight hundred dollars (\$800) per week to commence the eighth (8<sup>th</sup>) day of necessary absence due to sickness, or the first (1<sup>st</sup>) day of necessary absence due to accident, to continue for a period of seventeen (17) weeks thereafter.

**13.06 LONG TERM DISABILITY INSURANCE**

Long Term Disability Insurance with a sixty-six and two-thirds percent (66-2/3%) of monthly salary benefit to a maximum of five thousand dollars (\$5,000) per month to commence after Loss of Income Insurance benefit has been exhausted, as provided pursuant to the terms and conditions of the BC Life and Casualty Company policy in effect January 2, 1988 or an equivalent.

**Effective January 1, 2026:**

**Long Term Disability Insurance with an eighty percent (80%) of monthly salary benefit to a maximum of seven thousand dollars (\$7000) per month to commence after Loss of Income Insurance benefit has been exhausted, as provided pursuant to the terms and conditions of the BC Life and Casualty Company policy in effect January 2, 1988 or an equivalent.**

**13.07 GROUP LIFE AND ACCIDENTAL DEATH INSURANCE**

Group Life Insurance and Accidental Death, Dismemberment and Loss of Sight benefit to be available to all permanent regular employees with basic life insurance based on two (2) times the employee's annual salary plus double indemnity in the event of Accidental Death and Dismemberment.

**13.08 COST OF INSURANCE**

Cost of insurance specified in Articles 13.05, 13.06 and 13.07 above, for each eligible employee, shall be borne by the employee. Effective July 1, 1984, any increase in the cost of the above plans will result in the Employer adding the average corresponding cents per hour to the employees' rates of pay.

**Effective January 1, 2026:**

**Cost of insurance specified in Articles 13.05 and 13.07 above, for each eligible employee, shall be borne by the employee.**

**13.09 ELIGIBILITY/MANDATORY ENROLMENT**

The dental plan is mandatory for all eligible employees. The insurance plans specified in 13.05, 13.06 and 13.07 above are mandatory for all eligible employees. The medical plan and extended health benefits are available to all eligible employees but are not mandatory; provided however, that extended health benefits are available only to those employees enrolled in the basic medical plan.

**13.10 CHANGE IN CARRIERS**

In recognition of the fact that employees receive benefits in lieu of pay, any savings which are realized as a result of a change in carriers in any of the benefit packages shall revert to the **Employer** to be distributed among the employees.

**Effective January 1, 2026:**

~~In recognition of the fact that employees receive benefits in lieu of pay, any savings which are realized as a result of a change in carriers in any of the benefit packages shall revert to the **Union** to be distributed among the employees.~~

**13.11 EI REBATE**

In accordance with the EI Premium Reduction Program, the Employer shall **distribute** to the **employees** five-twelfths (5/12) of the EI premium reduction rebate for which the Employer qualifies as a result of the wage-loss insurances specified in the Agreement.

**13.12 VACCINATIONS**

The Employer shall reimburse the cost to each permanent full-time employee, or regularly scheduled permanent part-time employee, who receives a Hepatitis vaccination upon

submission of a receipt. The employee must consult **their** physician prior to deciding to receive such inoculation/vaccination. **Upon previous written agreement, the Employer shall reimburse an employee, on the recommendation of the Health & Safety Officer, for additional vaccinations/inoculations that may be needed in special circumstances.**

**13.13 SUMMARY OF INSURANCE**

Life Insurance and Accidental Death & Dismemberment Insurance

<i>Class of Members</i>	<i>Benefit Formula</i>	<i>Maximum Benefit</i>
Union Employees	2x Earnings	\$500,000

Termination of Insurance: 65<sup>th</sup> Birthday

Where both Life Insurance and Accidental Death & Dismemberment Insurance benefits are payable, the maximum available benefit is 2x earnings up to \$500,000.

<i>Class of Members</i>	<i>Benefit Formula</i>	<i>Maximum Weekly Benefit</i>
Union Employees	66 2/3% of earnings	\$800

Basic Reductions: Workers' Compensation Benefits

Qualifying Period:

- 7 days of disability, or, if shorter, the period before the 1<sup>st</sup> day the patient was admitted to a hospital or an in-patient and hospitalized overnight; or
- none if disability is due directly to an injury caused solely by accidental, violent and external means, and disability began within 30 days of the initial injury.

Benefit Period: 17 weeks

Termination of Insurance: 65<sup>th</sup> Birthday

**13.14 LONG TERM DISABILITY INSURANCE**

<i>Class of Members</i>	<i>Benefit Formula</i>	<i>Maximum Monthly Benefit</i>
Union Employees	<b>80% of earnings</b>	<b>\$7,000</b>

Basic Reductions: CPP/QPP benefits (excluding benefits for dependent children) and Workers' Compensation Benefits.

Disability particulars:

- During the qualifying period and the 24 month period after it, unable to do own job;
- After the 24 month period, unable to do any job;

Qualifying Period: 17 weeks

Benefit Period: to 65<sup>th</sup> Birthday

Termination of Insurance: 65<sup>th</sup> Birthday.

**13.15 EMPLOYEE ACCESS TO BENEFIT PLANS**

The parties agree that the employee access to benefit plans, holiday entitlement and long service bonus shall be affected by the employee drawing WCB/Weekly Indemnity and Long Term Disability benefits in the following manner:

- (a) Employees on WCB for more than six (6) months in a calendar year, or drawing WI or LTD for more than six (6) months in a calendar year, shall receive holidays for that year on a pro-rated basis. For example, an employee on WCB for more that six (6) months in a given year would receive one-half (½) of **their** holiday entitlement for that year. This interpretation will not affect the employee's seniority accrual or holiday entitlement in any subsequent year.

- (b) Employees on WCB or WI/LTD shall receive Long Service Bonus in accordance with their seniority for the first two (2) years drawing the benefit. Thereafter, no Long Service Bonus will be payable unless and until the employee returns to work for the Employer. This interpretation will not affect the employee's seniority accrual or Long Service Bonus entitlement upon return to work.
- (c) Employees on WCB or WI/LTD shall be entitled to the benefit plans specified in the contract (i.e. medical, dental, sick leave) for the first two (2) years drawing the benefit. Thereafter, the Employer shall terminate the employee's benefits unless the employee agrees to pay both the Employer and the employee shares of the premiums applicable to the particular benefit. In this case, the employee will be maintained on the plans until a determination is made that the employee will not be returning to work for the Employer at some subsequent date.
- (d) The parties agree that this Article will apply retroactively as of April 1, 1994 and that the Employer's former practice in these matters will be accepted in all instances prior to April 1, 1994.

#### 13.16 ENACTMENT OF ARTICLES 13.08 AND 13.10

Commencing January 1, 1991 the Employer agrees to enact the directives of Articles 13.08 and 13.10 following notice by the Union at a Labour/Management meeting. Any savings or increase in costs as outlined in the respective Articles shall be paid on an annual basis. Any disagreement between the Union and the Employer regarding these clauses will be dealt with in the grievance procedure commencing at Step 3.

~~Effective January 1, 2026: Commencing January 1, 1991 the Employer agrees to enact the directives of Articles 13.08 and 13.10 following notice by the Union at a Labour/Management meeting. Any savings or increase in costs as outlined in the respective Articles shall be paid on an annual basis. Any disagreement between the Union and the Employer regarding these clauses will be dealt with in the grievance procedure commencing at Step 3.~~

#### 13.17 RECREATIONS PASSES

All employees shall be provided annual recreation passes to access Dawson Creek recreation facilities each year.

### ARTICLE 14 – LEAVES OF ABSENCE

#### 14.01 BEREAVEMENT LEAVE

When a death occurs to a member of an employee's immediate family, the employee will be granted, upon request, **a maximum of five (5) days' leave**, and shall be compensated at **their** regular straight time hourly rate for hours lost from **their** regular schedule to a maximum of five (5) days.

Members of an employee's family are persons who are related by marriage, adoption, or common-law, and are defined as parent, spouse, brother, sister, child (including foster child), parent-in-law, sister-in-law, brother-in-law, grandparent, grandchild, aunt, uncle or cousin, or any other **person** (as defined above) who was normally and regularly living in the employee's home as a member of the employee's family at the time of death.

If a death occurs to a member of an employee's immediate family as defined above while the employee is on **their** annual vacation, the days of bereavement up to a maximum of five (5) days shall not be considered as annual vacation but shall be considered as bereavement leave. The employee must endeavour to report back to work at the scheduled conclusion of **their** vacation, the unused portion of which will be rescheduled at a later date.

**14.02 PALLBEARER LEAVE**

Employees who request leave to participate as active pallbearers at a funeral shall make such a request in writing and the Employer shall allow one-half (½) day leave with pay.

**14.03 JURY DUTY PAY**

- (a) In the event of an employee being required to serve on a jury or being called for jury duty, or subpoenaed as a witness, such employee shall receive full pay for the hours affected, conditional upon the wage compensation paid to the employee for these services being paid to the Employer. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a Court witness in any matter arising out of **their** employment shall be considered as time worked at the appropriate rate of pay.
- (b) When an employee is called for jury selection, jury duty or subpoenaed as a witness on a case to be heard by a Court, and the reporting time is in the **morning**, the employee need not report to work prior to the reporting hour. Immediately after being dismissed by the Court, the employee shall change clothes and report back to work. The employee must notify **their** supervisor when **they** receive **their** notification of the Court reporting time.

**14.04 ~~MATERNITY~~ PREGNANCY LEAVE**

Unless the provisions in the Employment Standards Act are more favourable, the following shall apply:

**50. (1) A pregnant employee who requests leave under this subsection is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that begins**

**(a) no earlier than 13 weeks before the expected birth date, and**

**(b) no later than the actual birth date**

**and ends no later than 17 weeks after the leave begins.**

**(1.1) An employee who requests leave under this subsection after giving birth to a child is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the birth and ends no later than 17 weeks after that date.**

**(2) An employee who requests leave under this subsection after the termination of the employee's pregnancy is entitled to up to 6 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the termination of the pregnancy and ends no later than 6 weeks after that date.**

**(3) An employee who requests leave under this subsection is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, the employee is unable to return to work when the employee leave ends under subsection (1), (1.1) or (2).**

**(4) A request for leave must**

**(a) be given in writing to the employer,**

**(b) if the request is made during the pregnancy, be given to the employer at least 4 weeks before the day the employee proposes to begin leave, and**

(c) if required by the employer, be accompanied by a medical practitioner's or nurse practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (3).

(5) If an employee on leave under subsection (1) or (1.1) proposes to return to work earlier than 6 weeks after giving birth to the child, the employer may require the employee to give the employer a medical practitioner's or nurse practitioner's certificate stating the employee is able to resume work.

- (a) Seniority  
While on ~~maternity~~ pregnancy leave, an employee shall retain **their** seniority status under this Agreement.
- (b) Payment of Benefits  
During the period of ~~maternity~~ pregnancy leave, the Employer shall continue to pay its share of the hospital, medical, group life insurance and other employee benefits of this Agreement. The employee agrees to pay **their** share, if any, of the same benefits to the Employer on a monthly basis during the periods of ~~maternity~~ pregnancy leave.
- (c) Adoption  
The conditions provided in this Article shall **also apply** to the adoption of a child.

#### 14.05 ~~PATERNITY~~ PARENTAL LEAVE

Unless the provisions in the Employment Standards Act are more favourable, the following shall apply:

51. (1) An employee who requests leave under paragraph (a), (b), or (d) of this subsection is entitled to,

(a) for a parent who takes leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 61 consecutive weeks of unpaid leave, which must begin, unless the employer and the employee agree otherwise, immediately after the end of the leave taken under section 50,

(b) for a parent, other than an adopting parent who does not take leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the birth of the child or children,

(c) [Repealed 2011-25-327(c).]

(d) for an adopting parent, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the child or children are placed with the parent.

(2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, an employee who requests leave under this subsection is entitled to up to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).

(3) A request for leave must

(a) be given in writing to the employer,

- (b) if the request is for leave under subsection (1) (a) or (b) , be given to the employer at least 4 weeks before the employee proposes to begin leave, and**
- (c) if required by the employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.**

**(4) An employee's combined entitlement to leave under section 50 and this section is limited to 78 weeks plus any additional leave the employee is entitled to under section 50 (3) or subsection (2) of this section.**

- (a) Upon request, a non-birth parent shall be given five (5) working dates leave of absence with the option of attending the delivery of the child or attending to the release from hospital of their spouse who has given birth. Such leave of absence shall be deducted from the employee's accumulated sick leave. Upon request to the Employer, the five (5) days leave of absence may be extended due to special circumstances.**

**(b) Seniority**

**While on parental leave, an employee shall retain their seniority status under this Agreement.**

**(c) Payment of Benefits**

**During the period of parental leave, the Employer shall continue to pay its share of the hospital, medical, group life insurance and other employee benefits of this Agreement. The employee agrees to pay their share, if any, of the same benefits to the Employer on a monthly basis during the periods of parental leave.**

**14.06 HOURS NOT TO COUNT FOR OVERTIME CALCULATION**

Compensable hours under the terms of Articles 14.01, 14.02, 14.03 and 14.05 will not be counted as hours worked for the purpose of computing overtime.

**14.07 PAID LEAVE FOR NEGOTIATIONS**

In the event that an employee is elected or appointed to the negotiating committee for the Union, **they** shall be granted leave for the purpose of attending joint collective bargaining meetings when such meetings are held during regular business hours, in the establishment of a new Collective Agreement.

It is understood that no more than three (3) employees from the Union will be paid for such leave at their regular rates of pay by the Employer.

**14.08 UNION LEAVE**

- (a) Upon request in writing to the Employer, an employee elected or appointed to represent the Union shall be allowed leave of absence with pay and benefits. However, the Union shall reimburse the Employer for all pay and benefits during the period of absence.**
- (b) Other leave of absence for Union work or attendance at Executive and Committee meetings of CUPE, its affiliates or chartered bodies and any labour organizations with which the Union is affiliated, shall be granted upon request in writing and under the same terms as (a) above. Leave under this clause shall be granted to no more than three (3) employees at one time, and during the period of April 1 to September 30 inclusive, absence under this clause combined with absence on vacation shall not exceed a total of three (3) weeks;**

- (c) **For the purposes of Union education the employer may grant leave of absence for additional employees where this does not significantly affect the employer's operations.**
- (d) All requests for leave under this article shall be made a minimum of two (2) weeks prior to the proposed absence.

#### **14.09 GENERAL LEAVE (LEAVE OF ABSENCE)**

The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer.

#### **14.10 EDUCATION LEAVE AND TRAINING LEAVE**

Where the Employer requires an employee to attend an education course or seminar or where an employee is required to upgrade as a result of changes in job requirements, the employee shall attend with pay and the Employer shall pay all related costs. Such payment shall be made upon the employee submitting proof of attendance at such course along with such expense receipts as may be necessary.

Where an employee wishes to enrol in job-related education or upgrading approved by the Employer, the Employer will pay course fees in advance. If the employee fails to pass or does not complete the course, the Employer shall deduct the prepaid course fees from the employee's pay.

**When travel is required for education or training the employee shall receive seventy-five dollars (\$75) as a per diem on all days of the education or training and the days required to travel to or from the training. The per diem shall not require any receipts. This is for all training required by the Employer.**

**This education leave is not the same as taking post secondary education leave as reflected in article 15.02.**

#### **14.11 LEAVE TO PARTICIPATE IN ELECTIONS**

In the event a Union member wishes to run as a candidate for Provincial or Federal office they shall be given leave without pay and no loss of seniority as follows:

- (a) Up to two (2) months time in order to run in the said election. Benefits shall be maintained as though the individual was working for the Employer for this time; and
- (b) Up to four (4) years time if successful in the election to Provincial or Federal office, in order to fulfill their duties as an elected officer. The employee shall be given the option to maintain benefits at their own cost for the duration of the leave in this instance.

#### **14.12 DOMESTIC VIOLENCE LEAVE**

In the event an employee is a victim of domestic abuse, the employee may submit a request in writing and is entitled during each calendar year to:

- (a) Up to five (5) days of paid leave;
- (b) Up to five (5) days of unpaid leave; and
- (c) Up to fifteen (15) weeks of additional unpaid leave.

#### **14.13 PRESIDENT'S LEAVE**

The parties agree that the Union President shall be granted one day per week from their regular duties to attend to Union business. The day of the week upon which this day falls shall be mutually agreed between the parties. The day shall not fall on a holiday or regularly scheduled day of rest for the President.

It is the intent of the parties to schedule regular Union commitments on this day. This will include the meetings of committees the President is a member of, such as the Labour-Management committee, the Labour Management Harassment Advisory Committee, and Joint Job Evaluation Committee.

If the President is unavailable, this day shall apply to the President's designate.

Wages for the President on this day shall be paid in accordance with the Collective Agreement.

## **ARTICLE 15 – SENIORITY**

### **15.01 SENIORITY**

Seniority with ability shall prevail for all employees.

### **15.02 SENIORITY TO BE LOST**

Seniority shall be lost by discharge, voluntary quitting, or after a layoff of two (2) years.

Voluntary termination of employment to attend an education institution shall not be construed as voluntary quitting providing the employee returns to work within **two (2) years**, and no loss of seniority will ensue except that an employee who quits to attend an educational institution shall not accumulate seniority while at such an institution.

### **15.03 SENIORITY LIST**

When an employee completes **their** probationary period, **their** name shall be established on the seniority list, showing **their** date of hire. The employee's seniority from that point forward shall be equal to the number of calendar days that have passed since the listed date of hire, and shall be broken only as per Articles 15.02 and 15.03 of this Agreement.

The order of placement of a new employee at the bottom of the seniority list when more than one (1) employee commences employment on the same day shall be by alphabetical order.

### **15.04 SENIORITY ADJUSTMENT**

Employees who work less than full-time hours or who are employed on a seasonal basis shall have the seniority start date adjusted in proportion to the actual hours worked, including approved leaves of absence.

### **15.05 TRANSFER AND SENIORITY OUTSIDE THE BARGAINING UNIT**

No employee shall be transferred to a position outside the bargaining unit without **their** consent. If an employee is transferred to a position outside of the bargaining unit, **they** shall retain **their** seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such employee shall have the right to return to a position in the bargaining unit during **their** trial period, which shall be a maximum of sixty-six (66) working days. If an employee returns to the bargaining unit, **they** shall be placed in a job consistent with **their** seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

An employee who chooses to remain outside the bargaining unit at the end of the trial period shall lose all bargaining unit seniority.

## **ARTICLE 16 – LAYOFFS AND REHIRING**

### **16.01 LAYOFF DEFINED**

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

### **16.02 ROLE OF SENIORITY IN LAYOFF**

In the event of a layoff, employees shall be laid off in the reverse order of their seniority, providing the remaining employees can perform the work available. No employee shall use the provisions of this Article to gain a promotion.

### **16.03 NOTICE OF LAYOFF**

- (a) All employees who are laid off shall be given at least one (1) weeks' notice in writing but, by mutual agreement, an employee may continue to work on a day-to-day basis after the day of layoff stated in the said notice and no further notice will be required in such cases.
- (b) Employees having completed six (6) months continuous service who are laid off for a period exceeding thirteen (13) weeks shall receive two (2) weeks written notice. Employees have completed three (3) consecutive years of service shall receive one (1) additional week notice and for each subsequent year of service, one (1) additional week of notice to a maximum of eight (8) weeks. **If an employee receives written notice, or pay in lieu of notice, they may still elect to accept severance under (d) of this article.**
- (c) The Employer may elect, rather than providing the above notice, to pay the employee the equivalent weeks' pay.
- (d) The parties agree that should layoffs occur, employees about to be laid off may elect to accept termination compensation based on the following:
  - (i) Three (3) to five (5) years consecutive service – three (3) days' pay for every completed year of service.
  - (ii) Five (5) years consecutive service or greater – five (5) days' pay for every completed year of service.
  - (iii) **When electing to take severance, employees shall be paid their long service bonus and any other payments on a pro-rated basis.**

Employees claiming termination compensation must do so within five (5) working days of receiving layoff notice.

### **16.04 ROLE OF SENIORITY IN RECALL**

Employees shall be recalled in the order of their seniority, providing they are qualified to do the work. Employees who have been laid off and who remain on the seniority list will be re-employed as soon as possible.

### **16.05 NOTICE OF RECALL**

Upon recall of employees, the Employer shall call all employees in order of their seniority and shall send a registered notice to each of the employees so called. It is the responsibility of the employee to supply the Employer with **their** current address.

### **16.06 REPORT FOR WORK**

- (a) Every employee shall report to work on the day stated and every employee who fails to report to work on the required day shall have seven (7) days from the date of the registered notice to report **their** availability and shall actually report on the job within seven (7) days from the date of the registered notice.
- (b) When a registered notice has been returned to the Employer, and the employee has failed to report to work, the Employer will be under no obligation to that employee.

#### 16.07 LOSS OF SENIORITY FOR FAILURE TO REPORT

Every employee who fails to report in compliance with the preceding paragraph, shall lose all seniority rights under this Agreement, unless otherwise prevented from complying with the above due to accident or illness, in which case the employee will be required to show medical proof.

#### 16.08 LAID-OFF PROBATIONARY EMPLOYEES

Probationary employees shall be kept on a list of "laid-off probationary employees" and shall be recalled after all employees on the seniority list but prior to the hiring of anyone not on the list of "laid-off probationary employees". Once recalled, probationary employees in this situation will be credited for the purposes of the probationary period, with the amount of the probationary period completed prior to the original layoff.

#### 16.09 PARKS AND PUBLIC WORKS/SEASONAL WORKER RECALL

Notwithstanding Article 16.06(a), the following procedure for recalling Seasonal employees shall be as follows:

The Employer shall send out one registered notice to all Seasonal Employees requesting a date of availability for the current year's seasonal work period. The employee shall have fourteen (14) days from the date of the registered notice to report **their** availability. The Employer shall recall seasonal employees in accordance with seniority and availability as set out above.

### ARTICLE 17 – PART-TIME/CASUAL/SEASONAL EMPLOYEES

#### 17.01 PART-TIME/CASUAL/SEASONAL SENIORITY

Part-time, casual and seasonal employees shall accumulate seniority upon successful completion of their probationary period in proportion to the hours worked.

#### 17.02 APPOINTMENT TO A FULL-TIME POSITION

Part-time, casual or seasonal seniority shall be recognized on a pro-rata basis where currently employed and seeking a full-time position. Appointment to the full-time position does not exempt successful employees from serving the trial period.

#### 17.03 ROTATION OF CALL TO WORK

**Casual guard** employees at the RCMP shall be called in by the Employer on a rotational basis for opportunities to work. Article 9.02 hereof shall not apply to **Casual** employees.

#### 17.04 IN LIEU OF BENEFITS

Current permanent part-time employees who normally and regularly work less than twenty-one (21) hours per week, current seasonal employees, current temporary employees and current casual employees, all of whom are ineligible for benefits and perquisites of this Agreement, shall receive ten percent (10%), **or twelve percent (12%) after 5 years of employment**, of their rate of pay in lieu of all of the benefits and perquisites of this Agreement for which they are not eligible, including but not limited to: vacations, statutory holidays, sick leave, medical, dental,

extended health and life insurance. For purposes of this Article (17.04), a “current” employee is one who’s last date of hire is before May 17, 2010. This Article only applies to employees hired after May 17, 2010 once they have successfully completed probation, except for casual employees. Casual employees hired after May 17, 2010 shall be covered by this Article once they have been employed for six (6) consecutive months.

#### 17.05 PART-TIME STATUTORY HOLIDAYS

Part-time employees with a regular work schedule who have worked for at least fifteen (15) days of the last thirty (30) days shall be entitled to statutory holiday pay equal to the amount they would have earned had they worked regular hours on the day off.

### ARTICLE 18 – JOB POSTING AND CLASSIFICATION

#### 18.01 NOTICE OF VACANCY

- (a) Where a job vacancy occurs within the bargaining unit, notice shall be conspicuously posted in all work locations, as specified in Article 25.01, for a minimum period of ten (10) working days, so that all employees may be made aware of the job vacancy. The posting may be posted externally after the ten (10) day period. The notice shall set out the position outline, qualifications required by the job, classification and wage rate. If the Employer is not going to fill a vacancy, they shall provide the Union of that intention within sixty (60) days of the vacancy occurring.
- (b) When an employee notifies the Employer in writing of **their** intention to apply for an anticipated vacancy in a specific classification, prior to the employee going on vacation or a leave of absence, the employee shall be considered for that particular vacancy should it be posted during the employee’s absence.
- (c) In the case of labourer positions, temporary appointments may be made by the Employer for a period not exceeding fifteen (15) working days while the posting procedure is taking place.
- (d) Temporary vacancies may be filled by permanent employees. At the conclusion of the temporary vacancy, the employee shall return to the position **they** held prior to being the successful applicant for the temporary vacancy. Temporary vacancies shall be posted in accordance with (a) above. Requests to fill temporary vacancies by permanent employees will not be unreasonably denied.

#### 18.02 APPOINTMENT

The Employer shall, within five (5) calendar days of the closing date of the competition for the job vacancy, submit to the Union a copy of the posting along with the names of all Union members who have applied for the job. Within seven (7) working days after closure of the posting, all Union applicants shall be notified of the appointment, cancellation or further disposition of the posting.

#### 18.03 METHOD OF PROMOTION

Both parties recognize:

- (a) the principle of promotion within the service of the Employer; and
- (b) that job opportunity shall increase in proportion to length of service.

Therefore, in making promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 18.01.

#### 18.04 ON-THE-JOB TRAINING

The Employer agrees with the principle of providing an opportunity for employees to receive on-the-job training to facilitate qualification for promotion, in the event of a vacancy arising in a position senior to **their** own.

#### 18.05 MANAGEMENT POSITION

Any vacancy which involves direct supervision of bargaining unit employees shall be posted in the locations listed in Article 25.01. For such postings, the provisions of Articles 18.01 and 18.02 will not apply.

#### 18.06 EMPLOYER TO NOTIFY UNION

- (a) The Employer shall notify the Union in writing of all appointments, layoffs, transfers, recalls, terminations and rate changes within the unit.
- (b) The Employer shall notify the **Recording Secretary** of the Union of the name, address, phone number, social insurance number, **email address**, and job classification of each new employee, at the time of hiring.

#### 18.07 TRIAL PERIOD

An employee who is transferred or promoted to another position will serve a trial period of **sixty-six (66)** working days. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period or if an employee finds **they are** unable to perform the duties of the new classification, **they** shall be returned to **their** former position without loss of seniority and at **their** former wage or salary. The work day referred to above shall be the regular scheduled hours for that position.

#### 18.08 JOB CLASSIFICATIONS

Whenever the Employer changes the duties and responsibilities of a job, or the incumbent(s)/Union feel that the duties and responsibilities of a job have been changed, or that the job description does not reflect the duties and responsibilities of the job, the following procedure shall be follows:

- (a) The incumbent(s)/Union or the supervisor/Employer may request a job evaluation review by completing a Job Evaluation Reconsideration Form.
- (b) Upon receipt of a Job Evaluation Reconsideration Form, the Joint Job Evaluation Committee (JJEC) shall proceed to gather accurate, up-to-date information on the job. The gathering of information shall involve requesting the incumbent(s) and supervisor to complete an up-to-date Job Analysis Questionnaire. Where further information is required, interviews shall be held with the incumbent(s) and/or supervisor(s) and/or visits made to the job site. Based on this information the JJEC shall update the job description as necessary.
- (c) Where a job description has been changed, either by the Employer or as a result of (b) above, the JJEC shall meet to rate each sub-factor of the job, and to establish a new rating for the job and advise the incumbent(s) and/or supervisor(s) of the decision. The rating of the job shall determine the pay grade for the job.
- (d) If a job is rated at a pay grade lower than the existing pay grade, all incumbents of such job shall be identified as "Red-Circled" and shall continue to receive all negotiated increases.
- (e) No incumbent shall have **their** wages reduced following the re-evaluation of **their** job and the establishment of a new wage structure.

- (f) Where the Employer changes the duties and responsibilities and such change results in an increased wage rate for the re-evaluated position, the increased rate shall be retroactive to no later than the date the employee requested the re-evaluation in the case of employee initiated re-evaluation requests, and earlier if the Joint Job Evaluation Committee mutually agrees. When the Employer initiates a re-evaluation of a position as a result of a specific change it has made, and such reevaluation results in an increased wage rate, such increase shall be retroactive to the date of the change.

#### 18.09 ESTABLISHMENT OF NEW POSITION

Whenever the Employer wishes to establish a new job, the following procedures shall apply:

- (a) the Employer shall prepare a draft job description for the job;
- (b) the JJEC shall meet and establish a temporary pay grade for the job based on the draft job description;
- (c) the job shall be posted and any person appointed to the job shall be paid the temporary pay grade; and
- (d) after six (6) months from the appointment of an incumbent to the job, the incumbent(s) and the supervisor(s) shall complete a Job Analysis Questionnaire which shall be submitted, along with an updated job description, to the JJEC. The Committee shall develop a job description and rate the job according to the rating procedure developed by the Committee. The pay grade shall be paid to each incumbent effective the date of **their** hire.

Any dispute regarding the application of this Article will be dealt with through the grievance procedure. In the case of an employee grievance under Article 22.02, the procedure shall commence at Step 3. Union or employee grievances of a general nature will proceed as provided in Article 22.03.

#### 18.10 AUTOMATIC PROMOTION

##### Truck Driver/Labourer

Employees working three (3) continuous years in the position of Labourer shall be automatically promoted to the position of truck driver/labourer. Approved leaves of absence shall not be considered a break in continuous service.

The parties agree that a Labourer must obtain a Class 3 drivers' license with Air Brake endorsement prior to being upgraded to Truck Driver/Labourer. Once a Labourer has reached two (2) years continuous service **they** may request that the Employer provide the required training to obtain such a license. The Employer will arrange for such training, at the Employer's expense.

#### 18.11 IF EMPLOYER INTENDS NOT TO FILL A PERMANENT VACANCY

The Employer shall notify the Union when it does not intend to post and fill a permanent vacancy when a position occupied by a permanent full-time or a permanent part-time employee becomes vacant and the normal incumbent in that position is not returning to the position. The Employer shall discuss its plan for having such work performed in the future with the Union.

#### 18.12 JOINT JOB EVALUATION PROCESS

The parties shall follow the Job Evaluation process as described in "Schedule B" and to utilize the forms and procedures therein.

**18.13 ARENA MAINTENANCE – CASUAL STAFFING PROCEDURES**

The following procedure will be used for staffing casual Arena Maintenance positions for the months of August to March, inclusive:

- (a) A job posting will be displayed in the locations specified in Article 25.01 of the Collective Agreement for a minimum of ten (10) working days prior to the commencement of the use of casuals at the Arenas.
- (b) The posting will specify that both Arena Attendant and Rink Patrol work will be available, on a casual basis, at the rates of pay specified in the Collective Agreement. Should the casual employee be required to maintain the ice surface or to be on duty alone in the facility, the Arena Attendant rate will apply.
- (c) The posting will specify the duration of the casual employment period, and the successful applicants will receive layoff notice prior to the expiry of this period, as specified in Article 16.03.
- (d) Casual employees will receive seniority credit for all hours worked on a casual basis, and will receive an additional ten percent (10%) payment in lieu of benefits under the same terms which apply to part-time employees under Article 17.04 of the Collective Agreement. An employee with accumulated entitlements under the Collective Agreement may carry these forward if successful in securing a casual position.
- (e) Applicants with Union seniority will be used in order of seniority, and casual work as available, will be offered to the most senior applicants first. For Rink Patrol duties, or Arena Attendant duties, where less than seven (7) days notice is supplied by the Employer, the employee may turn down the work available. The next most senior applicant will then be contacted, and so on. For Arena Attendant duties where seven (7) or more days notice is provided, the casual employee must report for work as directed.
- (f) Should the Employer require more casual employees than it has Union applicants; the additional position(s) will be filled by outside hire.

**ARTICLE 19 – TECHNOLOGICAL CHANGE****19.01 TECHNOLOGICAL CHANGE**

Section 54 of the Labour Code applies should the Employer introduce a technological change that negatively affects the security of employment of three (3) or more permanent employees.

**ARTICLE 20 – LABOUR-MANAGEMENT COMMITTEE****20.01 LABOUR-MANAGEMENT COMMITTEE**

A Labour-Management committee shall be established to consist of an equal number of representatives of the Union and the City of Dawson Creek. The respective parties shall not exceed three (3) representatives each. Either party is entitled to invite a non-committee member for the purposes of providing information to the committee.

The parties shall meet every two (2) months, or at the request of either party at a mutually acceptable time and place, within seven (7) days of said request. Copies of the notice of meeting and of the agenda shall be distributed by Human Resources or designate at least forty-eight (48) hours in advance of the meeting. A meeting may be cancelled with forty-eight (48) hours notice with mutual agreement by the parties.

Terms of reference shall be determined by the committee and may be updated from time to time by mutual agreement of the parties.

It is understood that grievance related matters and bargaining matters are not to be discussed at these meetings and discussions are to be confined to the agreed to agenda.

Time spent by employees in carrying out the functions of the Committee shall be considered time worked.

## **ARTICLE 21 – DISCIPLINE AND PERSONNEL FILES**

### **21.01 JUST CAUSE**

No employee shall be disciplined without just cause.

### **21.02 NOTIFICATION**

Employees shall be notified in writing of the grounds for discipline. The Union shall receive a copy of such notice.

### **21.03 PERSONNEL FILE**

An employee shall have the right to have access to and review **their** personnel file upon making an appointment with the party so designated, and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

There shall be only one personnel file and that file shall be kept by the Chief Administrative Officer or **their** designate.

### **21.04 REMOVAL OF DOCUMENTS**

After one years' time, any disciplinary documents will be removed from the employee's personnel file and destroyed. Notwithstanding the above, all disciplinary documents related to like events shall remain on file until the expiration of one (1) year from the date of the latest such document.

### **21.05 REFUSAL TO CROSS PICKET LINES**

Just cause for discharge or suspension shall not include the employee's refusal to cross a picket line **they** believe to be legally constituted; provided however, that the employee will immediately report **their** refusal to cross the picket line to **their** supervisor.

### **21.06 NOTICE OF DISCIPLINE TO FOLLOW**

Whenever the Employer deems it necessary to censure an employee in a manner indicating that discipline may follow any further infraction or may follow if such employee fails to bring **their** work up to a required standard by a given date, the Employer shall within ten (10) days thereafter give written particulars of such censure to the employee involved. The Union shall receive a copy of such notice.

### **21.07 LETTERS OF DISCIPLINE AND LETTERS OF EXPECTATION**

An employee signing such letter does so only to acknowledge receipt of the letter and not to indicate **their** agreement with the enclosed particulars of the letter.

It is recognized by the parties that Letters of Expectations and the performance management system are not disciplinary in nature.

### **21.08 RIGHT TO UNION REPRESENTATION**

Union members who are being investigated with the potential of discipline or being issued with a disciplinary letter, shall have the right to choose the Union representative to be present at all such meetings.

## **ARTICLE 22 – GRIEVANCE PROCEDURE**

### **22.01 GRIEVANCE PROCEDURE**

A grievance is defined as any difference between the parties relating to the dismissal or discipline of an employee, or to the interpretation, application, operations or alleged violation of this Agreement, including a question as to whether a matter is arbitrable.

### **22.02 EMPLOYEE GRIEVANCE**

Grievances shall be resolved in an orderly and speedy fashion, without stoppage of work, in accordance with the provisions of this Article. In order to be considered, grievances must be presented to the Employer within **ten (10)** working days of the occurrence giving rise to the grievance.

Step 1 - By discussion between the employee or employees concerned and the immediate exempt (non-union) Supervisor. The employee shall have the right to have a Union Shop Steward present if **they** so request.

Step 2 - In the event of failure to reach an agreement under the provisions of Step 1, the matter shall be submitted as a written grievance within **ten (10)** working days to the Head of the Department who shall discuss the dispute with the employee or employees concerned and a Shop Steward and shall respond in writing within **ten (10)** working days.

Step 3 - Upon failure to reach an agreement under the provisions of Step 2, the grievance shall be submitted in writing to the Chief Administrative Officer or **their** designate within **ten (10)** working days, and the Chief Administrative Officer or designate shall discuss the dispute with the employee or employees concerned and a Shop Steward or other Union representative and shall respond in writing within **ten (10)** working days.

Step 4 - Upon failure to reach an agreement under Step 3, the dispute or grievance shall be submitted to a neutral Arbitrator whose decision shall be final and binding on all parties.

The parties agree to follow the timelines as set out in this Article. **Timelines may be extended upon mutual agreement by the parties.**

### **22.03 POLICY GRIEVANCE**

(a) Notwithstanding the above, Union or Employer grievances of a general nature may only be submitted directly by the Union or Employer to the Chief Administrative Officer or Union President, as the case may be, to seek adjustment of the matter.

(b) **Grievances related to bullying and harassment, suspension or termination may be submitted directly by the Union or Employer to the Chief Administrative Officer or Union President, as the case may be, to seek adjustment to the matter.**

(c) If a satisfactory settlement is not reached within fourteen (14) days after such matter is submitted, either party may refer the matter to a neutral Arbitrator as provided herein.

**22.04 ARBITRATION****(a) Failure to Appoint an Arbitrator**

If the parties fail to agree upon a neutral Arbitrator within fifteen (15) days, excluding Saturdays, Sundays and general holidays, after one (1) party has served written notice on the other party of its intentions to refer the matter to a neutral Arbitrator, the Minister of Labour will be requested to appoint a neutral Arbitrator.

**(b) Arbitrator's Decision**

The decision of the Arbitrator shall be final and binding on the parties and shall be applied forthwith.

**(c) No Alteration of Agreement**

The decision of the Arbitrator shall be specifically limited to the matter submitted to **them** and **they** shall have no authority in any manner to amend, alter or change any provisions of this Agreement.

**(d) Cost of Arbitrator**

The cost of the Arbitrator will be borne equally by the Union and the Employer.

**22.05 EXPEDITED ARBITRATION**

By mutual agreement of the parties, an unresolved grievance proceeding to arbitration may be referred instead to an expedited or "fast track" arbitration, which shall be chaired by a mutually agreed-to arbitrator, who shall agree to have the hearing governed by the following criteria:

- a) No legal counsel will be used by either party. The Union will use elected officers of the Local or a National Representative. The Employer will use either its excluded staff or its consultant.
- b) The parties will try to arrive at a prepared, agreed-to statement of facts for joint presentation to the arbitrator.
- c) The procedure guidelines for expedited arbitration are agreed to be as follows:
  1. Opening Statement  
A short, concise statement of the issues will set out the case from each party's perspective. The appointee will seek at this point to define the real issue and to determine what evidence is agreed to and what is not.
  2. Hearing  
Sufficient witnesses shall be called to ensure the facts and allegations are adequately canvassed. Where it is an issue of credibility or conflicting evidence, key individuals may be required by the appointee to testify.
  3. Argument  
The parties will not cite exhaustive arbitral jurisprudence but will normally refer to *Brown & Beatty* or *Palmer* for summary purposes.
  4. Decision  
If an attempt at a mediated settlement fails or is not appropriate, and if the ensuing arbitral decision can be rendered after a short deliberation, the arbitrator will do so.

**22.06 DISMISSAL OR SUSPENSION GRIEVANCE**

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under the grievance procedure. Steps 1 and 2 shall be omitted in such cases.

#### 22.07 PERMISSION TO LEAVE WORK

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this Article.

The Union understands and agrees that each Steward is employed to perform full-time work for the Employer and that **they** will not leave **their** work during working hours except to perform **their** duties under this Agreement.

Therefore, no Steward shall leave **their** work without obtaining permission of the supervisor and such permission shall not be unreasonably withheld.

#### 22.08 TIME OFF DUE TO GRIEVANCES

A representative of the Union in the employment of the Employer shall not suffer any loss of pay or benefits for time involved in grievance and arbitration during **their** scheduled working hours.

#### 22.09 TIME LIMITS

Time limits mentioned in the grievance and arbitration Article do not include part of a day or statutory holidays of this Agreement and may be extended by agreement in writing by the parties. Extension of grievance time limits will not be unreasonably withheld.

### ARTICLE 23 – SAFETY AND HEALTH

#### 23.01 ASSISTANCE

Employees required to work in ditches, holes, sewers, or lifting heavy objects, shall have assistance available at all times and shall undertake their duties pursuant to the provisions of the Workers' Compensation Act.

#### 23.02 RIGHT TO REFUSE

- (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 **their** supervisor. If the supervisor does not agree that an unsafe condition exists, the employee may request that the matter be investigated by both an Employer and Union member of the Health and Safety Committee. If this investigation does not resolve the matter, it shall be referred to an Officer of the Workers' Compensation Board whose decision shall be final and binding.
- (c) No employee shall be permitted to work on a job which another employee has refused until the matter is investigated and resolved as outlined in Subsection (b).
- (d) No employee shall be subject to disciplinary action because **they have** 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.

**23.03 DISCLOSURE OF INFORMATION**

At the request of the Union, the Employer shall, to the extent that such information is available, provide in writing complete safety information on any substance associated with the work environment including but not limited to, potential hazards, maximum exposure levels, precautions to be taken, symptoms, medical treatment and antidotes.

**23.04 SAFETY AND HEALTH REPORTS, RECORDS AND DATA**

The Employer shall provide members of the Health and Safety Committee with the details of every accident or occurrence of an occupational disease that occurred at the worksite in the previous month. In addition, the Employer shall also provide copies of other health and safety records, reports and data, provided to and by the Workers Compensation Board and other government agencies, excluding routine matters.

When an incident occurs where a serious injury could have resulted, the employee(s) involved and/or the Employer shall report details of such incident to the Health and Safety Committee.

**23.05 COMMUNITY EMERGENCY SERVICES**

Employees shall receive time off without pay to provide authorized emergency services to the community.

**23.06 HEALTH AND SAFETY COMMITTEE**

The Employer agrees to form Health and Safety Committee(s) in accordance with Worksafe BC regulations and to adhere to Worksafe BC regulations and Legislation.

Each month the Union shall be provided with copies of the written summary of incidents and minutes of the Health and Safety Committee(s).

The parties recognize that all workers have the Right to Know, the Right to Participate, the Right to Refuse Unsafe Work and the Right to No Discrimination as described by the Workers' Compensation Act of B.C.'s Occupational Health and Safety Regulations.

The Employer agrees to provide training to all Health and Safety Committee members in accordance with the Workers' Compensation Act.

**ARTICLE 24 – PAYMENT OF WAGES AND ALLOWANCES****24.01 WAGES AND CLASSIFICATIONS**

The scale of wages specified in Appendix "A", Wages and Classifications, attached to and forming part of this Agreement, is based on a minimum and shall not prevent any employee(s) from receiving higher wages than those in the Agreement, nor shall any employee suffer a reduction in the rate of wages on the signing of this Agreement. The Employer shall notify the Union before it increases any employee's rate above what is specified in Appendix "A" and shall discuss with the Union the reason(s) why it is increasing the rate. The Employer shall maintain a current list of employees who are receiving higher rates pursuant to this Article, which list shall be provided to the Union upon its request.

**24.02 WORK IN A HIGHER CAPACITY**

When an employee is temporarily required to do work coming under more than one (1) wage category for one (1) hour or more in any one (1) day, the higher wage category shall prevail for the entire day, including all overtime worked.

Clerical positions work in an integrated system that requires the positions to assist one another throughout the work day. Accordingly, this Article will apply only when a position holder is absent on approved leave (such as vacation, lieu day, sick leave, ATO, etc.) for one (1) hour or more in a day and that person's duties are assumed by another position holder for that time. Coverage for lunch break or coffee break will not be considered work in more than one (1) wage category for the purposes of this Article.

This Article does not apply when an employee normally and regularly works in two (2) or more part-time positions in any day (e.g. Building Inspector/Bylaw Enforcement Officer). In such cases, the employee is paid the particular rate for each position so worked.

**24.03 WELDING PREMIUM**

When an employee (except for the First Class Mechanic) is requested to do welding for two (2) hours or more in any one (1) day, an additional seventy-five cents (\$.75) per hour shall prevail for the entire day.

**24.04 DITCH PREMIUM**

Employees required to work in ditches for two (2) hours or more, repairing or replacing water or sewer lines, shall be paid an additional one dollar (\$1.00) per hour over and above the rate stipulated in their classification.

**24.05 SEWAGE PREMIUM**

**Employees Required to come into direct contact with or handle bio-hazardous materials, or those required to wear personal protective equipment (PPE) to deal with such materials, shall be paid an additional one dollar and thirty-five cents (\$1.35) per hour for the remainder of the day on which the occurrence takes place. This compensation does not apply to routine cleaning tasks, such as cleaning toilets or mopping up spit. In the event that an employee has to work in the centrifuge they will be given fifteen (15) minutes to shower following the completion of the duties performed in the centrifuge.**

**24.06 FIRE FIGHTING PREMIUM**

Airport employees shall receive one dollar (\$1.00) per hour over and above the rate stipulated in their classification when required to fight fires at the Airport.

**24.07 SNOW PLOWING RATE**

An employee operating a vehicle with a snow blade attached shall be paid Equipment Operator rate for all hours worked while plowing snow.

**24.08 SHIFT DIFFERENTIAL**

(a) Employees assigned to shift work as defined in Article 7.03, wholly or partly outside the regular working day or regular working week defined in Article 7.01, shall be paid shift differential of seven percent (7%) of the employee's regular hourly rate in addition to their regular hourly rate of pay for all hours worked.

(b) Guards shall be paid a shift differential of seven percent (7%) of their regular hourly rate in addition to their regular hour rate of pay for all hours worked on the night shift.

(c) In recognition of the undesirable features of shift work, shift premiums shall apply to all shifts worked in the Recreation Facilities in which any hours are worked between 6:00 p.m. and 6:00 a.m., and any hours worked between 6:00 a.m. Saturday and 6:00 p.m. Sunday. In the case of Aquatics employees, shift premiums shall be payable to full-time employees only. It is understood that no shift premium will be paid to Rink Patrol employees.

**Effective January 1, 2026:**

- (a) Employees assigned to shift work, as defined in Article 7.03, that includes hours wholly or partly outside the regular working day or regular working week, as outlined in Article 7.01, shall receive a shift differential of 7% of their regular hourly rate. This differential applies only to the regular hours worked during the affected shift.
- (b) RCMP Guards shall receive a shift differential of 7% of their regular hourly rate for all hours worked on the night shift.
- (c) Shift premiums shall apply to all shifts worked in Facilities where any hours fall between 6:00 p.m. and 6:00 a.m.
- (d) Shift premiums will not be paid to casual employees or to employees who are working an alternate schedule at their own request or by participating in an alternate work arrangement offered by the employer.

**24.09 APPLICATION OF PREMIUMS**

More than one (1) premium will be paid when more than one (1) premium applies.

**24.10 TOOL ALLOWANCE/LOSS OF TOOLS**

Employees who are required to provide their own tools will be paid a tool allowance of one hundred and fifty dollars (\$150) every three (3) months

**Positions currently eligible for tool allowances are Facilities Maintenance Worker, Mechanic, Welder, Electrician.**

**24.11 LOSS OF TOOLS**

In the event that **employees'** tools are lost or damaged as a result of fire or theft, the Employer agrees to replace such tools where the loss or damage is no fault of the employee. Each claim shall be judged on its own merit by the Employer. Mechanics shall provide the Employer with an up-to-date inventory of tools.

**24.12 LONG SERVICE BONUS**

In addition to the wages listed in Appendix "A" or Appendix "B", an employee shall by separate deposit receive an additional:

1¼	hours pay per month for	5 years service
1¾	hours pay per month for	10 years service
2¼	hours pay per month for	15 years service
2¾	hours pay per month for	20 years service
3¼	hours pay per month for	25 years service
3¾	hours pay per month for	30 years service
4¼	hours pay per month for	35 years service
4¾	hours pay per month for	40 years service

These monies shall be payable on the first payroll following December first (1<sup>st</sup>) of each year, starting in the sixth (6<sup>th</sup>) year of employment. Should any employee qualified for this bonus be laid off or voluntarily terminate **their** employment with the Employer, **they** may take **their** accumulated monies at the time of layoff or quitting.

Employees starting from the first (1<sup>st</sup>) to the fifteenth (15<sup>th</sup>) of any month shall have that month counted as a full month of employment. Employees starting after the fifteenth (15<sup>th</sup>) of any month shall not have any portion of that month counted for purposes of this clause. Such formula shall apply in reverse to employees leaving the employ of the Employer.

**24.13 CHARGE HAND PREMIUM**

A bargaining unit employee, who is required in advance by the Employer to serve as a charge hand, shall, while so serving, be paid fifty cents (\$0.50) per hour above **their** normal rate or fifty cents (\$0.50) per hour above the highest classification being led, whichever is greater. For purpose of this Article, a “charge hand” is an employee whom the Employer has appointed to be in charge of and responsible for a group of two (2) or more other employees. Charge hands are required to lead, train if necessary, and direct the work of those employees for whom they are responsible. The above notwithstanding, when an employee’s regular rate of pay pursuant to the employee’s job description recognizes and is inclusive of the fact that the employee supervises other employees, the employee in question shall not be eligible to receive the charge hand premium under this Article.

**24.14 ACTING FOREMAN**

When an employee is asked to act in place of a Foreman but does not perform exclusively management functions, **they** shall be paid in accordance with the Assistant Foreman’s rate while so employed. The rate to be paid shall be at least one dollar and fifty cents (\$1.50) per hour more than the effective rate (straight time base rate + premiums) that is being paid at the time to the highest paid employee under the supervision of the Acting Foreman.

**24.15 GUARDS’ PAY AND LIEU DAYS**

Guards shall receive bi-weekly paycheques based on a two thousand and eighty (2080) hour year. To compensate for their shift schedule and statutory holidays, guards shall be entitled to sixteen (16) lieu days annually. Lieu days not taken by December 31 of each year shall be paid out.

**24.16 NORTHERN RESIDENTS ALLOWANCE**

The parties recognize that Dawson Creek is within an area designated by the Federal Government as eligible for Northern Residents Deduction. As long as this designation applies, the employees’ T4 slips will show seven percent (7%) of gross earnings [to a maximum of five thousand dollars (\$5000)] in either Box 32 or Box 33 of their T4 slips (not both) – i.e. Box 32 to be used for “other travel” (i.e. vacation or family reasons) and Box 33 to be used for “medical travel”. The purpose of placing this amount on the T4 is to allow the employees to get tax relief in regard to such expenses when they file their tax returns.

On or before December 31<sup>st</sup> each year, employees shall notify the Employer, in writing, as to how they wish to allocate the maximum five thousand dollar (\$5000) amount - how much of the maximum amount of the employee wishes to allocate in Box 32 and how much of the maximum amount to be allocated to illness travel in Box 33. If an employee does not provide such notification to the Employer by December 31<sup>st</sup> each year, the full maximum amount (\$5000) shall be allocated in Box 32. The employee will be solely responsible for ensuring that only eligible expenses are submitted on the employee’s income tax return. The parties agree that no employee shall realize a wage increase or reduction as a result of this provision.

**24.17 ACCUMULATED TIME OFF**

The parties agree that should an employee request more than one day off from accumulated banked time and provides ten (10) working days’ notice in writing as per Article 8.07 of the Collective Agreement, the Employer shall indicate whether such request is granted within five (5) days of receiving the notice.

**ARTICLE 25 – GENERAL****25.01 LISTS TO BE POSTED**

The following lists shall be posted in each specific work area including the Water Treatment Plant, the Airport, City Hall, **Mechanics Office**, City Stores, the Yards Lunchroom, RCMP Building, **RCMP Office, RCMP Guard Room**, Swimming Pool, **Tourism, Facilities/Parks Office**, and the Arenas in a conspicuous place:

- (a) Name of employees, in order of seniority, with date of hire given and with employee's job classification listed, to be updated every six (6) months;
- (b) Weekend service list, to be updated annually;
- (c) List of all overtime worked to date in the calendar year for each employee, to be updated semi-annually;
- (d) Stand-by service list, to be updated annually; and
- (e) List of laid-off probationary employees, to be updated annually on November 1<sup>st</sup>.

Dates for semi-annual postings shall be April 15 and October 15.

#### 25.02 COVERALLS/UNIFORMS

The Employer shall provide winter and summer coveralls to employees assigned to do work at the Airport, Public Works, Parks, Arenas, Aquatics Maintenance and to Mechanics, and coveralls to any employee required to service equipment, employees working on tar pots, and employees required to work on the flusher truck. Such coveralls shall be supplied on loan from Stores to any employee whose work could damage the employee's clothing, be provided at no cost to the employee, and include laundering and maintenance as required.

Employees required to wear uniforms by the Employer shall have the necessary clothing supplied by the Employer at no cost to the employee. Any dry cleaning or maintenance will be done at the Employer's expense. Those pieces of clothing which can be machine laundered will be laundered by the employee. The Employer shall pay twenty-five dollars (\$25.00) every three (3) months to these employees as a cleaning allowance.

#### 25.03 PAY/TIME SHEETS

(a) Direct Deposit Pay

The Employer shall ensure that an employee's pay is deposited in those accounts specified by the employee no later than twelve o'clock noon on the day such pay falls due. A pay stub showing all earnings and deductions will be provided to the employee by 4:30 p.m. of that day. Participation in direct deposit payroll is mandatory for all employees.

(b) Time Sheet

A copy of the employee's original time sheet shall be provided to the employee. If a correction is to be made to this time sheet, the employee shall receive a copy of the corrected time sheet. Each employee will sign off on **their** time sheet. **The employer may provide a paper timesheet, or may provide the information via the normally used scheduling or payroll software.**

#### 25.04 GENDER NEUTRAL TERMS TO APPLY

**Gender neutral terms** are used in this Agreement; it shall be considered as if the plural **or singular** has been used where the context of the party or parties hereto so requires.

#### 25.05 SHIRTS FOR GUARDS

The Employer shall provide two (2) shirts per year for all full-time guard, identified by shoulder or pocket patch as "Guard" to be laundered by the employee.

The Employer shall provide the three most frequently employed part-time guards with blazers to be laundered by the employee. In addition, two other blazers will be supplied and laundered by the Employer to be kept on site for the use of the remainder of the part-time guards.

#### 25.06 SAFETY FOOTWEAR

The Employer, upon receipt of proof of purchase, shall reimburse up to one hundred and sixty-five dollars (\$165) per year, or up to three-hundred thirty dollars (\$330) every two years to allow employees to forego the yearly purchase of boots and instead buy a significantly better quality boot every two years, to each employee who is required to wear approved safety footwear.

**WTP Operators that require separate boots for water treatment and sewer shall be provided double these amounts in the same period.**

#### 25.07 COURT COSTS FOR CRIMINAL CHARGES

(a) Should a guard be charged under the Criminal Code of Canada as a result of an incident involving a prisoner, the Employer agrees to reimburse the employee for all Court charges and lawyer's fees should the employee be found not guilty of such charge(s).

(b) The Employer shall indemnify employees, in accordance with the following provisions, in the case of civil actions taken against them as a direct result of the ordinary and proper performance of their duties, except where there has been gross negligence on the employee's part.

- i. The Employer shall not seek payment from the employee for the amount of any civil judgement against the Employer resulting from the ordinary and proper performance of the employee's duties.
- ii. The employer shall pay any civil judgment made against an employee arising out of the ordinary and proper performance of **their** duties.
- iii. The Employer shall provide legal counsel to the employee, which may or may not be separate legal counsel, and the Employer shall instruct counsel so provided in the defence of a civil action involving the employee that arises out of the ordinary and proper performance of **their** duties.
- iv. The Employer shall pay the employee for those regularly scheduled straight-time hours that are lost (not worked) because of **their** required attendance at court (and **their** required attendance in legal preparation for court) in the defence of a civil action involving the employee that arises out of the ordinary and proper performance of **their** duties.

#### 25.08 BULLETIN BOARDS

The Employer shall provide bulletin boards at the locations specified in Article 25.01. These bulletin boards shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

**Bulletin Boards are in the following locations:**

**Parks Building**

**RCMP Lunch Room**

**RCMP Guard Area**

**Kin Arena**

**Memorial Arena**

- Water Treatment Plant**
- Handyman Lunch Room**
- Pool**
- Airport**
- Stores**
- Mechanics’ Office**
- Yards Lunchroom**
- Watershed House**
- Tourism**
- 1<sup>st</sup> Floor City Hall, Community Services**
- 2<sup>nd</sup> floor City Hall, outside staff lunchroom**
- 3<sup>rd</sup> floor City Hall, HR offices**

**25.09 RECERTIFICATION OF AQUATICS EMPLOYEES**

- (a) The Employer agrees to pay the test fees required for renewal of mandatory qualification medals or certificates for Aquatics employees. When conditions permit, all tests will be given and taken during the employee’s working hours. The Employer shall provide in-house recertification opportunities for life guards at least twice (2x) per year.
- (b) When a lifeguard returns to work after attending an education institution in accordance with Article 15.02 and such employee’s certifications that are required by the Employer have lapsed during **their** absence, the employee shall be immediately eligible for work in the normal fashion subject to the following conditions:
  - (i) The employee must have held the certifications required by the Employer when **they** left work to attend the education institution and the employee must have performed **their** work satisfactorily before so leaving;
  - (ii) The employee must have current valid NLS certification; and
  - (iii) The employee must recertify to the Employer’s standards as soon as possible after returning – the time of such recertification to be determined by the Employer.

**25.10 SWIM WEAR**

Upon provision of a receipt, the Employer shall provide reimbursement for the cost of swimwear for Aquatics employees working in Lifeguard or Instructor capacities. In order to qualify for this reimbursement, a part-time employee must be employed a minimum of one hundred (100) hours per year. All items must meet the facility’s requirements for appropriate swimwear. Employees may be reimbursed for one item of swimwear per year.

	Part Time	Full Time
Swim Trunks/Shorts	\$48	\$75
One-Piece Suit	\$75	\$115

**25.11 PENSION**

The Employer is a participant in the Municipal Pension Plan which is administered by the Pension Corporation of BC. Eligibility for enrolment is as defined in the Pension Benefit Standards Act of BC and is mandatory for all full-time employees who have completed the probationary period. Enrolment for part-time employees is voluntary, and subject to the restrictions of the Pension Benefits Standards Act.

**25.12 DRIVER’S CERTIFICATION RENEWAL**

The Employer shall pay for all costs for Driver’s License Renewal fees for Class 3 Licenses with Air Endorsement and higher, for employees required to have such certification.

If the employee is on a leave for longer than six (6) months, the renewal shall be reimbursed upon their return to work.

**ARTICLE 26 – LIFE OF AGREEMENT**

**26.01 LIFE OF AGREEMENT**

This Agreement shall take effect January 1, **2024** and shall remain in effect until December 31, **2026**.

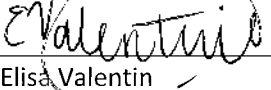
- (a) The terms and conditions of this Agreement shall remain in full force and effect during bargaining for a renewal Agreement. During any period of strike or lockout, the terms and conditions of this Agreement shall be suspended. If a strike or lockout is terminated before a renewal Agreement becomes effective, the terms and conditions of this Agreement shall be in full force and effect until a renewal Agreement becomes effective.
- (b) Section 47 of the Labour Relations Code shall not apply.
- (c) During the life of this Agreement, during any grievance or arbitration proceedings, or while negotiations for a further Agreement are in progress, there shall be no strikes or stoppage of work on the part of the employees, nor any lockout of any employees on the part of the Employer.

IN WITNESS WHEREOF

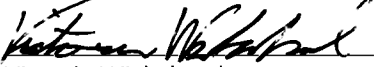
the parties hereto have hereunto set their hands and seals on the 6 day of June, 2025.


FOR THE CITY OF DAWSON CREEK:

  
 \_\_\_\_\_  
 Kevin Henderson  
 Chief Administrative Officer

  
 \_\_\_\_\_  
 Elisa Valentin  
 Human Resources Manager

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2403:

  
 \_\_\_\_\_  
 Victoria Wickabrod  
 President CUPE Local 2403

  
 \_\_\_\_\_  
 Dawn Carpenter  
 Vice President CUPE Local 2403

**APPENDIX A – WAGES & CLASSIFICATIONS**

<b>Wages and Classifications</b>	<b>Jan-24</b>	<b>Jan-25</b>	<b>Jan-26</b>
<b>(Probationary rates are 90% of Classification Rates)</b>	<b>5.00%</b>	<b>5.00%</b>	<b>3.00%</b>
<b>Accounts Payable Clerk</b>	\$36.09	\$37.89	\$39.03
<b>Accounts Receivable Clerk/Cashier</b>	\$37.24	\$39.10	\$40.27
<b>Apprentice Lifeguard/Instructor</b>		\$28.30	\$29.15
<b>Apprentice Mechanic – Level I</b>	\$35.68	\$37.46	\$38.58
<b>Apprentice Mechanic – Level II</b>	\$36.11	\$37.92	\$39.06
<b>Apprentice Mechanic – Level III</b>	\$36.55	\$38.38	\$39.53
<b>Apprentice Mechanic – Level IV</b>	\$36.97	\$38.82	\$39.98
<b>Aqua - Customer Service Coordinator</b>		\$40.88	\$42.11
<b>Aquatics - Specialty Instructor</b>	\$33.65	\$35.33	\$36.39
<b>Aquatics Clerk</b>	\$32.99	\$34.64	\$35.68
<b>Aquatics Coordinator</b>	\$41.45	\$43.52	\$44.83
<b>Aquatics Lifeguard</b>	\$31.12	\$32.68	\$33.66
<b>Aquatics Lifeguard/Instructor I</b>	\$33.65	\$35.33	\$36.39
<b>Aquatics Lifeguard/Instructor II</b>	\$37.24	\$39.10	\$40.27
<b>Aquatics Lifeguard/Instructor III</b>	\$38.92	\$40.87	\$42.10
<b>Aquatics Maintenance</b>	\$32.75	\$34.39	\$35.42
<b>Aquatics Maintenance Operator</b>	\$37.24	\$39.10	\$40.27
<b>Arena Attendant II (Higher Rate)</b>		\$35.87	\$36.95
<b>Arena Attendant</b>	\$30.57	\$32.10	\$33.06
<b>Arena Foreman</b>	\$39.48	\$41.45	\$42.69
<b>Arena Summer Student</b>		\$28.09	\$28.93
<b>Asset Management &amp; Budget Coordinator Budget and report Data Supervisor</b>		\$40.88	\$42.11
<b>Assistant Foreman</b>	\$38.35	\$40.27	\$41.48
<b>Assistant Foreman - Parks</b>	\$38.35	\$40.27	\$41.48
<b>Budget &amp; Report Data Supervisor</b>	\$38.93	\$40.88	\$42.11
<b>Building Inspector I</b>	\$36.67	\$38.50	\$39.66
<b>Building Inspector II</b>	\$39.48	\$41.45	\$42.69
<b>Bylaw Enforcement Officer - I</b>	\$34.44	\$39.14	\$40.31
<b>Bylaw Enforcement Officer - II</b>		\$39.92	\$41.12
<b>Capital Projects Technician</b>		\$37.46	\$38.58
<b>Casual Clerical Support</b>		\$35.53	\$36.60
<b>Chief Bylaw Enforcement Officer</b>	\$40.05	\$42.05	\$43.31
<b>Wages and Classifications</b>	<b>Jan-24</b>	<b>Jan-25</b>	<b>Jan-26</b>

<b>(Probationary rates are 90% of Classification Rates)</b>	<b>5.00%</b>	<b>5.00%</b>	<b>3.00%</b>
Climbing Wall Attendant	\$33.31	\$34.98	\$36.03
Climbing Wall Attendant		\$0.00	\$0.00
Climbing Wall Lead		\$35.52	\$36.59
Communications & Marketing Coordinator		\$40.89	\$42.12
Customer Service Clerk – Community Services	\$35.53	\$37.31	\$38.43
Customer Service Clerk – Engineering	\$35.53	\$37.31	\$38.43
Customer Service Clerk – Finance	\$35.53	\$37.31	\$38.43
Emergency and Climate Coordinator		\$40.89	\$42.12
Engineering Assistant I	\$35.68	\$37.46	\$38.58
Engineering Assistant II	\$36.69	\$38.52	\$39.68
Engineering Assistant III	\$40.03	\$42.03	\$43.29
Equipment Operator	\$36.11	\$37.92	\$39.06
Equipment Operator (+ Water Dist Level I or SMS)	\$37.05	\$38.90	\$40.07
Equipment Operator III		\$42.03	\$43.29
Facilities & Safety Clerk	\$35.53	\$37.31	\$38.43
Facilities Maintenance	\$38.34	\$40.26	\$41.47
Facilities Maintenance Supervisor		\$41.45	\$42.69
Facility Booking Coordinator		\$40.89	\$42.12
First Class Mechanic (Heavy Duty Diesel or Auto) (Reg TQ Ticket)	\$38.93	\$49.61	\$51.10
Gardener	\$38.93	\$40.88	\$42.11
GIS Technologist	\$39.48	\$41.45	\$42.69
IT - Junior Technician		\$34.86	\$35.91
IT - Senior Technician		\$42.74	\$44.02
Labourer	\$33.87	\$35.56	\$36.63
Labourer - Seasonal	\$27.90	\$29.30	\$30.18
Leisure Service & Wellness Coordinator	\$38.94	\$40.89	\$42.12
Lifeguard/Instructor Training		\$37.07	\$38.18
Payroll Clerk	\$37.24	\$39.10	\$40.27
Planner - Junior	\$42.47	\$55.13	\$56.78
Planner - Senior		\$60.64	\$62.46
Public Works Supervisor		\$40.89	\$42.12
RCMP Coordinator		\$40.89	\$42.12
RCMP CPIC Clerk	\$35.53	\$37.31	\$38.43
RCMP Guard	\$33.31	\$34.98	\$36.03
<b>Wages and Classifications</b>	<b>Jan-24</b>	<b>Jan-25</b>	<b>Jan-26</b>

<b>(Probationary rates are 90% of Classification Rates)</b>	<b>5.00%</b>	<b>5.00%</b>	<b>3.00%</b>
<b>Recreation Assistant</b>	\$22.50	\$23.63	<b>\$24.34</b>
<b>Recreation Facilitator</b>	\$26.75	\$28.09	\$28.93
<b>Recreation Program Instructor</b>	\$22.50	\$23.63	\$24.34
<b>Recreation Programmer</b>	\$37.25	\$39.11	\$40.28
<b>Rink Patrol</b>	\$28.93	\$30.38	<b>\$31.29</b>
<b>Seasonal Parks Lead Hand</b>		\$36.41	\$37.50
<b>Senior Water &amp; Environmental Operator</b>		\$43.02	\$44.31
<b>Slide Attendant</b>	\$20.35	\$21.37	\$22.01
<b>Special Events Assistant</b>	\$20.35	\$21.37	\$22.01
<b>Special Events Party Coordinator</b>	\$21.07	\$22.12	\$22.78
<b>Sport &amp; Event Coordinator</b>	\$38.93	\$40.88	\$42.11
<b>Storekeeper</b>	\$34.44	\$36.16	\$37.24
<b>Systems Administrator &amp; Marketing Coordinator</b>	\$39.47	\$41.44	<b>\$42.68</b>
<b>Tax Clerk</b>	\$36.70	\$38.54	<b>\$39.70</b>
<b>Tourism Coordinator</b>		\$40.89	\$42.12
<b>Tourism Seasonal Ambassadors</b>		\$22.12	\$22.78
<b>Truck Driver/Labourer</b>	<b>\$34.65</b>	\$36.38	<b>\$37.47</b>
<b>Unlicensed Mechanic</b> (Fully qualified except for TQ Ticket)	\$36.67	\$38.50	\$39.66
<b>Utilities Clerk</b>	\$35.53	\$37.31	\$38.43
<b>Water Meter Reader/Repairman</b>	\$32.20	\$36.38	\$37.47
<b>Water Treatment Plant Operator I</b>	\$35.00	\$36.75	\$37.85
<b>Water Treatment Plant Operator II</b>	\$37.24	\$39.10	\$40.27
<b>Water Treatment Plant Operator III</b>	<b>\$38.93</b>	\$40.88	\$42.11
<b>Water Treatment Plant Operator IV</b>	\$42.69	\$44.82	\$46.16
<b>Water Treatment Plant Op-in Training</b>	\$34.65	\$36.38	\$37.47
<b>Watershed Coordinator</b>	\$36.69	\$38.52	\$39.68
<b>Watershed Technician</b>	<b>\$34.65</b>	\$36.38	<b>\$37.47</b>
<b>Welder</b>	\$37.98	\$39.88	\$41.08
<b>WTP - Electrical &amp; Instrumentation Technician</b>		\$43.02	\$44.31
<b>WTP Clerk</b>		\$36.16	\$37.24
<b>Yards Clerk</b>	\$35.53	\$37.31	\$38.43

SCHEDULE B – JOINT JOB EVALUATION



**JOINT JOB EVALUATION COMMITTEE  
TERMS OF REFERENCE**

**BETWEEN**

**THE CITY OF DAWSON CREEK**

**AND**

**CUPE LOCAL 2403**

## Contents

ARTICLE 1– PURPOSE .....	1
ARTICLE 2– DEFINITIONS.....	1
ARTICLE 3– THE JOINT JOB EVALUATION COMMITTEE (JJE Committee).....	3
ARTICLE 4– MANDATE OF THE JJE COMMITTEE .....	5
ARTICLE 5– NEW JOB EVALUATION PROCESS.....	5
ARTICLE 6– MAINTAINING THE JOB EVALUATION PROGRAM .....	6
ARTICLE 7– APPEAL PROCESS.....	8
ARTICLE 8- SETTLEMENT OF DISAGREEMENT WITHIN THE COMMITTEE .....	9
ARTICLE 9- APPLYING THE RATING TO THE SALARY RANGES .....	9
ARTICLE 10- CONCLUSION AND IMPLEMENTATION .....	9

### **FORMS**

#### **Appended to and form a part of the Terms of Reference**

Job Evaluation Request Form

Job Analysis Questionnaire

Advice of Rating Form

Job Evaluation Reconsideration Form

Job Evaluation Rating Sheet

**ARTICLE 1– PURPOSE**

- 1.1 To carry out a Joint Job Evaluation Program in accordance with the general objectives and principles set out in this agreement pertaining to a Joint Job Evaluation Plan between CUPE Local 2403 (union) and the City of Dawson Creek (employer).
- 1.2 To jointly implement a single job evaluation plan to achieve **EQUAL PAY FOR WORK OF EQUAL VALUE** for all jobs within the CUPE Local 2403, this will include these four main factors:
  - a. Skill
  - b. Effort
  - c. Responsibility
  - d. Working Conditions
- 1.3 The factors and sub factors must have an impact on all jobs being rated.
- 1.4 Any wage increases from the Joint Job Evaluation Program shall be subject to negotiations between the parties.
- 1.5 No employees will have their wages reduced as a result of the Program.

**ARTICLE 2 – DEFINITIONS**

The following definitions are to apply to the terms used herein and through the Job Evaluation Program:

<b>Benchmark Jobs</b>	“Sample Jobs” which represent a selection of jobs chosen from the classifications covered by the plan. These are used as a basis for Joint Job Evaluation Program.
<b>Collective Agreement</b>	The Collective agreement currently in effect between the City of Dawson Creek and CUPE Local 2403.
<b>Duty</b>	Made up of a number of tasks.
<b>Employee</b>	An employee of the City of Dawson Creek in the bargaining unit for which Local 2403 is the recognized bargaining agent as defined in the Collective Agreement.
<b>Factors</b>	The four major criteria used to measure jobs are skill, effort, responsibility and working conditions as set out on the rating reference sheet to measure all jobs covered by this Job Evaluation Program.
<b>Factor Degrees</b>	The actual measurement levels within each factor.
<b>Green-Circled Rate</b>	The wage rate that is lower than the newly established wage rate and would be applicable to any new employees in a job that has been rated by the program.

<b>Incumbent</b>	An employee who has been appointed to or hired or holds a job on a permanent basis.
<b>Job</b>	A group of duties or range of duties or tasks and responsibilities assigned to and performed by the incumbent(s).
<b>Job Analysis</b>	The process of determining and recording the tasks and duties of a job and the required skill, effort, responsibility and working conditions involved in the performance of the job, through the use of questionnaires, interviews and work-site observation.
<b>Job Analysis Questionnaire</b>	<p>An information collection tool used to gather information regarding the various aspects of a role, such as major responsibilities, qualifications and details related to specific factors that are measured in job evaluation. The document is also used as:</p> <ul style="list-style-type: none"><li>• A tool for planning organizational change</li><li>• An opportunity to highlight changes that occurred to job duties since the last evaluation</li></ul>
<b>Job Description</b>	The written description of a job which includes a summary and the major duties/responsibilities listed in order of importance. The official record of the principal tasks and duties of a job and qualifications required.
<b>Job Evaluation</b>	A process for determining the relative worth of a position to an organization. It involves studying and analyzing a job to obtain information about the content of the job, the preparation of a job description and the rating of the job by use of a rating system.
<b>Job Evaluation Plan</b>	The plan contains the 4 factors, guidelines, degree levels for each sub factor used for evaluating a job, and notes to raters.
<b>Job Ratings</b>	The selected degree levels, points and reasons for the job rating and total points established for a job in accordance with the Job Evaluation Plan.
<b>Joint Job Evaluation Committee</b>	The JJE Committee is appointed by the respective parties to deal with matters relating to the rating of jobs.
<b>New Job</b>	A job which is added to the workforce that is sufficiently different from work currently being performed in the workplace that it cannot be assigned to an existing job.
<b>Pay Grade</b>	A designated salary range within the salary schedule, including increments, if any.
<b>Points</b>	The numerical value assigned to each degree within each sub factor.

<b>Position</b>	A collection of duties and responsibilities assigned to one person.
<b>Rating</b>	The process of relating the facts contained in the job documents to the job evaluation plan and selecting the factor degree levels judged to be appropriate.
<b>Rating Sheet</b>	The form used to record the facts and rationale for the degree levels assigned to each sub factor for each job.
<b>Reclassification</b>	A significant change in the skill, effort, responsibilities or working conditions of a job which may or may not affect its total point value or pay rate.
<b>Red-Circled Rate</b>	The incumbent's wage rate that is higher than the newly established wage rate.
<b>Salary Schedule</b>	A listing of job titles, point bandings and pay grades.
<b>Sore Thumbing</b>	The process of making an objective comparison of a rating decision made by the committee to previous rating decisions of similar and/or related positions. Comparisons may be performed by sub factors and/or total points.
<b>Sub factors</b>	Components of the four major factors (skill, effort, responsibility and working conditions).
<b>Sub factor Degree</b>	The actual measurement levels within each sub factor.
<b>Tasks</b>	A unit of work activity that forms part of a duty; one of the operations that constitute a logical and necessary step in the performance of a duty.
<b>Total Points</b>	The sum of all points allotted to each job for all factors determined in accordance with the job evaluation plan.
<b>Wage Rate</b>	A designated rate of pay, including increments, if any, as per Collective Agreement Schedule A.

## **ARTICLE 2 – THE JOINT JOB EVALUATION COMMITTEE (JJE Committee)**

- 2.1 The JJE Committee shall have equal representation and participation from the parties, consisting of two (2) representative from the City of Dawson Creek and two (2) representatives from CUPE Local 2403.
- 2.2 The employer and the union shall each designate one of its representatives to act as co-chairperson. Responsibilities include: chairing committee meetings and review of the priority of matters to be acted upon by the Committee.
- 2.3 The employer will provide administrative support to the Committee (JJE Secretary). The

JJE Secretary performing these functions will not be a member of the Committee. These services will include:

- a. The distribution of all Committee correspondence to the Committee
  - b. The scheduling of Committee meetings, which include notification of appropriate supervisors for the Committee members' attendance
  - c. The preparation and distribution of meeting agendas as dictated by the Co-Chairs and job evaluation packages normally 7 days and no later than 48 hours prior to the meeting
  - d. The preparation and distribution of Committee documents
- 2.4 Each party may maintain a pool of alternate representatives to serve as replacement for absent members or to assist the Committee in its work, from time to time. The names of the alternate representatives shall be submitted to the JJE Secretary.
- 2.5 One CUPE Local 2403 Committee member appointed by CUPE Local 2403 shall be granted a leave of absence with pay and without loss of seniority for periods of time spent working on the Committee. The second CUPE Local 2403 Committee member shall be granted a leave of absence without pay and without loss of seniority; this member will be paid by the union. All members shall continue to have all rights and privileges of the Collective Agreement, including access to the grievance procedure, promotional opportunities and salary increments to which the employee would normally be entitled, including any increase that may occur because of an evaluation of their present position.
- 2.6 Routine business decisions of the Committee shall be made by a simple majority. Job rating decisions shall require a unanimous decision of the full Committee and shall be final and binding on the parties, subject to the reconsideration procedure set out in Article 6. Alternate members shall have the right to vote only when replacing a regular Committee member who is absent.
- 2.7 The Committee shall meet as necessary at a mutually agreed upon time and place. Each member shall receive notice and the agenda for the meeting normally within seven days and no less than 48 hours before the meeting. Both parties may call a meeting by giving written notice and this meeting shall take place within seven working days of the delivery of the notice to the other party.
- 2.8 Either party to the agreement may engage advisors to assist its representatives on the JJE Committee. Any such advisor shall be entitled to voice but not to vote and shall not be considered to be a member of the Committee. (For example: clarification of job duties from a supervisor)
- 2.9 Committee members shall be excused from rating their own job, the position of a direct subordinate, or any position where the rating of that job may place them in a conflict of interest situation.
- 2.10 The role of the JJE Committee is to evaluate jobs. Members of the JJE Committee must

ensure that their positions or views on labour relations issues or grievance issues do not impact the evaluation of jobs. If a member of the JJE Committee is not able to evaluate a position in an unbiased manner in accordance with this Article, they will be excused from rating that job.

### **ARTICLE 3 – MANDATE OF THE JJE COMMITTEE**

- 3.1 The JJE Committee shall implement and maintain the Joint Job Evaluation Plan by:
- a. Evaluating all the jobs using the Job Evaluation Plan. The JJE Committee will measure the job as it currently exists. It does not measure a job as it may change in the future.
  - b. Maintaining the integrity of the program
  - c. Recommending changes to the Job Evaluation Plan, its procedures or methods, as may be deemed necessary from time to time, to the parties.
  - d. Recording the results and rationale on the rating sheet
  - e. Setting out factor weights for each of the factors of the job content

### **ARTICLE 4 – NEW JOB EVALUATION PROCESS**

- 4.1 The following general procedure shall be used to rate new jobs:
- a. Articles 18.08, 18.09, and 18.12 of the Collective Agreement will be used to evaluate all the jobs
  - b. The job being reviewed shall be rated, based on the agreed-upon job description, in accordance with the JJE Plan. The Committee may also use information obtained from the Collective Agreement, Articles 18.08, 18.09, and 18.12 along with interviews with the incumbent(s) and/or supervisor and, if required, visits to the job site. The program evaluates the skill, effort, responsibility, and working conditions involved in the job. To minimize errors of personal judgement, each of these factors is subdivided into sub factors which provide a standard against which each job is rated to determine its relative worth.
  - c. When the Committee has completed the rating of all jobs, it will provide the supervisor and the incumbent(s) with a copy of the job description and Advice of Rating Form.
- 5.2 Job ratings serve to:
- a. Group jobs having relatively equivalent point values (this is commonly referred to as banding);
  - b. Provide the basis upon which wage rate relationships between jobs are

- established;
- c. Measure changes in job content;
  - d. Assign jobs into their proper pay grade in the salary schedule.
- 5.3 In the application of the Job Evaluation Plan, the following general rules shall apply:
- a. It is the content of the job, and not the performance of the incumbent(s), that is being rated;
  - b. Jobs are evaluated without regard to existing wage rates;
  - c. Jobs are placed at the appropriate degree level in each sub factor by comparing specific requirements of the job to the sub factor definition, and the description of each degree level;
  - d. The job analysis and the rating of each job shall be relative to and consistent with the job description and ratings of all other jobs rated under the program;
  - e. No sub factor degrees ( mid-points) are permitted.
  - f. The factors and sub factors must have an impact on all jobs being rated.
  - g. Rating decisions will include a sore thumbing process to ensure consistency in Committee decisions.
- 5.4 Whenever the employer wishes to establish a new job, following the collective agreement the following procedures shall apply:
- a. The employer shall prepare a draft job description for the job;
  - b. The JJE Committee shall meet and establish a temporary pay grade for the job, based on the draft job description;
  - c. The job shall be posted and any person appointed to the job shall be paid the temporary pay grade;
  - d. After six (6) months after appointment to the job, the incumbent(s) and the supervisor shall complete a Job Analysis Questionnaire which shall be submitted within 60 days, along with an updated job description, to the JJE Committee. The Committee shall review a job description and rate the job according to the procedure set out in Article 5. The pay grade shall be paid to each incumbent effective the date of his/her appointment to the job.

#### **ARTICLE 5 – MAINTAINING THE JOB EVALUATION PROGRAM**

- 6.1 It is important that the parties maintain accurate job descriptions and job ratings on an ongoing basis. Failure to do so will serve to damage the integrity of the program.
- 6.2 The initial review shall commence following the finalization of all reconsiderations and problems

that may arise with the implementation of this job evaluation program.

- 6.3 It is important that the Committee maintain accurate job descriptions and job ratings on an ongoing basis. Failure to do so will serve to damage the integrity of the program. It is the intention of the Committee to periodically review jobs upon request and to complete a review of all jobs within five years. The Co-chairs will determine the maintenance schedule.
- 6.4 Whenever the employer changes the duties and responsibilities of a job or the incumbent(s)/union feel that the duties and responsibilities of a job have been changed, or that job description does not reflect the duties and responsibilities of the job, the following procedures shall be followed:
- a. The incumbent(s)/union or the supervisor/employer may request a job evaluation review by completing and submitting a Job Evaluation Reconsideration Form;
  - b. Upon receipt of a completed Job Evaluation Reconsideration Form, the Committee shall proceed to gather accurate, up to date information on the job. The gathering of information shall involve requesting the questionnaire. Where further information is required, interviews shall be held with the incumbents and/or supervisors and/or visits to the job site. Based on this information, the Committee shall update the job description as necessary;
  - c. Where the job description has been changed, the Committee shall meet to rate each sub factor of the job, and to establish a new rating for the job and advise the incumbents) and or/supervisor of its decisions. The rating of the job shall determine the pay grade for the job;
  - d. If the job is rated at a pay grade lower than the existing pay grade, all incumbents of such job shall be identified as Red Circled and will not receive any increases until the wage band has caught up to the red circled rate;
  - e. Positions that have been green circled will receive any retroactive wages to the date the Committee receives the request.
  - f. No incumbent will have their wages reduced following the re-evaluation of their job and the establishment of a new wage structure.
- 6.5 Whenever the employer wishes to establish a new job, following the collective agreement the following procedures shall apply:
- a. The employer shall prepare a draft job description for the job;
  - b. The JJE Committee shall meet and establish a temporary pay grade for the job, based on the draft job description;
  - c. The job shall be posted and any person appointed to the job shall be paid the temporary pay grade;

- d. After six (6) months from the appointment of an incumbent after appointment to the job, the incumbent(s) and the supervisor shall complete a Job Analysis Questionnaire which shall be submitted within 60 days, along with an updated job description, to the JJE Committee. The Committee shall develop review a job description and rate the job according to the procedure set out in Article 5. The pay grade shall be paid to each incumbent effective the date of his/her appointment to the job.
- 6.6 In accordance with Article, either the incumbent(s) or the supervisor may request reconsideration of the job description and/or the job rating by completing and submitting a Job Evaluation Reconsideration, stating the reason(s) for disagreeing with the job description and/or the rating of the job. Any such request shall be submitted with sixty (60) days of receipt of the Advice of Rating Form. Both the incumbent(s) and the supervisor shall be permitted to make a presentation to the Committee. The Committee shall inform both the incumbent(s) and the supervisor of its decision using the Advice of Rating Form.
- 6.7 Supervisors will apprise Human Resources of redundant positions as decided by the General Managers. HR will subsequently inform the JJE Committee of such decisions.

#### **ARTICLE 6 – APPEAL PROCESS**

- 7.1 An employee and/or supervisor may only appeal a consensus decision of the JJE Committee on the following grounds:
- a. Significant and relevant new information has become available that was not considered by the Job Evaluation Committee during their evaluation; or
  - b. The Job Evaluation Committee's rating contains factual errors of a material nature.
- 7.2 Within thirty (30) calendar days of receipt of the Advice of Rating Form, a Job Evaluation Reconsideration Form stating which ground they are filing the appeal under, and the reason(s) for disagreeing with the decision will be submitted to the JJE Committee.
- 7.3 If the JJE Committee unanimously agrees that the criteria in Article 7.1 have not been met, the Appeal will not be heard. In all other cases, the JJE Committee will consider the Appeal. The JJE Committee is not required to consider those factors which they unanimously agree do not meet the criteria in Article 7.1. The JJE Committee will meet with or without the incumbent / supervisor to consider the Appeal.
- 7.4 The Co-chairs of the JJE Committee using an Advice of Rating Form will inform Human Resources, the union, the incumbent(s) and the supervisor within ten (10) working days of the date of the appeal meeting. A unanimous decision of the JJE Committee on the Appeal is final and binding upon the Parties and all employees affected.
- 7.5 If the pay grade changes because of the Appeal, then Article 6 shall apply.

## **ARTICLE 7 - SETTLEMENT OF DISAGREEMENT WITHIN THE COMMITTEE**

- 8.1 In the event the Joint Job Evaluation Committee is unable to reach agreement on any matter relating to the interpretation, application or administration of the Joint Job Evaluation Program, the Co-chairs of the Committee will ask, within ten (10) working days, the Human Resources Manager and the CUPE National Joint Job Evaluation Representative to meet with the JJE Committee and attempt to assist in reaching a decision.
- 8.2 If the JJE Committee is unable to reach a decision, the Human Resources Manager, or designate, and the CUPE National Joint Job Evaluation Representative will attempt to reach a decision on the disagreement which if reached will be final and binding upon the Parties and all employees affected. If a decision cannot be reached by the Human Resources Manager and the CUPE National Joint Job Evaluation Representative either party may refer the matter to arbitration. The parties shall share the arbitration costs.
- 8.3 The arbitrator will decide the matter upon which the job evaluation committee has been unable to agree and his/her decision will be final and binding on the job evaluation committee, the employer, the union and all affected employees.

## **ARTICLE 8 - APPLYING THE RATING TO THE SALARY RANGES**

- 9.1 Job ratings serve to:
- a) Group jobs having relatively equivalent point values (this is commonly referred to as banding).
  - b) Provide the basis upon which wage rate relationships between jobs are established.
  - c) Measure changes in job content.
  - d) Assign jobs into their proper pay grade in the salary schedule.
- 9.2 The total point allocation will be used to determine the salary range for the jobs. Salary ranges are negotiated by the parties and provided in the Collective Agreement.
- 9.3 If a job is rated at a pay grade with a salary range higher than the current wage rate for the job, the incumbent's rate of pay will be adjusted to the higher pay grade on the new salary schedule, retroactive to the date the Job Evaluation Form was submitted.

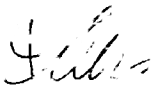
## **ARTICLE 9 - CONCLUSION AND IMPLEMENTATION**

- 10.1 The Job Evaluation Committee will report its recommendations for changes to the Job Evaluation Plan or to the Terms of Reference to the parties for ratification.
- 10.2 The time limits contained in this Terms of Reference may be extended only by mutual

agreement of the parties.

- 10.3 This Job Evaluation Terms of Reference, the Job Evaluation Plan and any other documents as agreed to by the Parties will be deemed to be included in the Collective Agreement, effective the date of signing of the Terms of Reference and Job Evaluation Plan.

Agreed to by all parties on \_\_\_\_\_



Devon Aaroe, Employer Rep



Dawn Carlander, CUPE Rep



Elisa Valentin, Employer Rep



Lisa Hawkins, CUPE Rep

**LETTERS & MEMORANDUMS OF AGREEMENT**

LETTER OF AGREEMENT

Between  
CITY OF DAWSON CREEK

And

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 2403

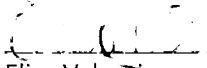
**AIRPORT EQUIPMENT TRAINING**

The parties recognize that it is preferable for more employees to become familiar with the operation of the Airport equipment. Accordingly, employees will be canvassed for interest, and as many interested employees as may be reasonably accommodated will be provided with training opportunities in Airport equipment operation. This training will commence as soon as reasonably possible from the date of this Agreement.

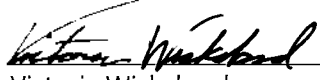
Renewed this 4 day of June, 2025.

**FOR THE EMPLOYER:**

  
\_\_\_\_\_  
Kevin Henderson  
Chief Administrative Officer

  
\_\_\_\_\_  
Elisa Valentin  
Human Resources Manager

**FOR THE UNION:**

  
\_\_\_\_\_  
Victoria Wickabrod  
President CUPE Local 2403

  
\_\_\_\_\_  
Dawn Carpenter  
Vice President CUPE Local 2403

LETTER OF AGREEMENT

Between

CITY OF DAWSON CREEK

And

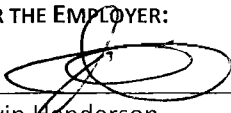
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 2403

**GRADER OPERATION TRAINING**

The parties recognize that it is preferable for more employees to become familiar with the operation of the Grader. Accordingly, those employees with a Class 3 license with air will be canvassed for interest, and as many interested employees as may be reasonably accommodated will be provided with training opportunities on Grader operation.

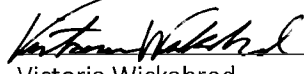
Renewed this 4 day of June, 2025.


**FOR THE EMPLOYER:**

  
\_\_\_\_\_  
Kevin Henderson  
Chief Administrative Officer

\_\_\_\_\_  
Eliş Valentin  
Human Resources Manager

**FOR THE UNION:**

  
\_\_\_\_\_  
Victoria Wickabrod  
President CUPE Local 2403

  
\_\_\_\_\_  
Dawn Cargenter  
Vice President CUPE Local 2403

LETTER OF AGREEMENT

Between

CITY OF DAWSON CREEK

And

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 2403

**COMMUNITY GROUPS**

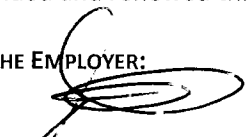
The parties agree that, notwithstanding Article 2.04 of the Agreement, the following Community Groups may use paid staff to perform bargaining unit work so long as it does not result in a layoff or reduction in regular hours of work of a bargaining unit employee:

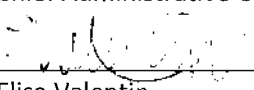
- (1) Mile O Rotary Park Society
- (2) Beautification Committee

If the duties of these community groups are expanded, or additional community groups are formed, the Employer shall advise the Union in writing as soon as reasonably possible.

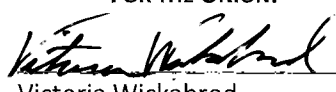
Amended and renewed this 4 day of June, 2025.


**FOR THE EMPLOYER:**

  
 \_\_\_\_\_  
 Kevin Henderson  
 Chief Administrative Officer

  
 \_\_\_\_\_  
 Elisa Valentin  
 Human Resources Manager

**FOR THE UNION:**

  
 \_\_\_\_\_  
 Victoria Wickabrod  
 President CUPE Local 2403

  
 \_\_\_\_\_  
 Dawn Carpenter  
 Vice President CUPE Local 2403

LETTER OF AGREEMENT

Between

CITY OF DAWSON CREEK

And

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 2403

**SPCA/ANIMAL CONTROL**


The parties agree that the Employer may **contract out** Animal Control duties. So long as this arrangement is in place, the following will apply:

- 1) Article 2.04(c) of the Collective Agreement will not apply. Bylaw Enforcement duties will be performed by CUPE employees and a minimum of two (2) Bylaw Enforcement Officers will be retained for that purpose.
- 2) The position of Bylaw Enforcement/Animal Control Officer will remain in the Collective Agreement.

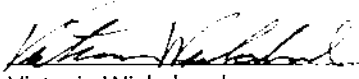
Renewed this 4 day of June, 2025.


**FOR THE EMPLOYER:**

  
 \_\_\_\_\_  
 Kevin Henderson  
 Chief Administrative Officer

  
 \_\_\_\_\_  
 Elisa Valentin  
 Human Resources Manager

**FOR THE UNION:**

  
 \_\_\_\_\_  
 Victoria Wickabrod  
 President CUPE Local 2403

  
 \_\_\_\_\_  
 Dawn Carpenter  
 Vice President CUPE Local 2403

LETTER OF AGREEMENT

Between

CITY OF DAWSON CREEK

And

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 2403

**CONTRACTING OUT**

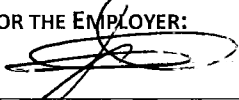
Prior to contracting out any project with an estimated value of \$25,000 or more, the City agrees to provide the details of the proposed contract to the Local Union. The project will not be tendered for a period of ten days subsequent to the Union’s receipt of the particulars of the Contract. This time period is intended to allow the Local an opportunity to suggest alternatives to the use of contractors on the project. The decision as to whether the contracting out will occur will be solely at the discretion of the Employer and nothing in this Letter of Agreement will limit the Employer’s Management Rights under Article 3 of the Collective Agreement.


**Annually, the parties will meet to discuss all work that was contracted out in the previous year. The parties will discuss options to bring contracted out work in house where the parties agree this is viable.**

No present employee shall suffer a lay off or reduction in regular hours of work as a result of the Employer contracting out any work ordinarily performed by employees in classifications covered by this Agreement, except in emergency situations beyond the Employer’s control.

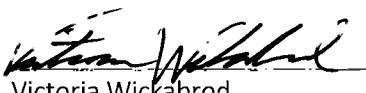
Renewed this 4 day of June, 2025.


**FOR THE EMPLOYER:**

  
\_\_\_\_\_  
Kevin Henderson  
Chief Administrative Officer

  
\_\_\_\_\_  
Elisa Valentin  
Human Resources Manager

**FOR THE UNION:**

  
\_\_\_\_\_  
Victoria Wickabrod  
President CUPE Local 2403

  
\_\_\_\_\_  
Dawn Carpenter  
Vice President CUPE Local 2403

LETTER OF AGREEMENT

Between

CITY OF DAWSON CREEK

And

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 2403

**FLEX SCHEDULING – CITY HALL AND RCMP CPIC CLERKS**

The parties agree to continue a flex schedule system on the following terms:

The system will be available to any full time employee at City Hall and RCMP CPIC Clerks who wishes to participate.

Employees will accumulate time off by taking only one-half (½) hour for lunch, at a time determined by the Employer. For each day actually at work and taking the one-half (½) hour for lunch, the employee shall receive one-half (½) hour accumulated time off (ATO).

Except for Union leave of less than one (1) day that is taken during the employee’s shift, employees who do not actually work a full shift, irrespective of reason shall not earn flex time under this Letter.

ATO will be taken at a time mutually agreeable and any time off not taken by April 1<sup>st</sup> of the following year will be paid out by the Employer at the rate prevailing at the time worked. Such entitlement will be conditional on operational requirements and shall not be unreasonably withheld.

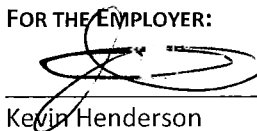
It is intended that ATO will be taken in one-day increments. ATO of more or less than one day will be granted only when circumstances permit and shall be solely at the discretion of the Employer.

When two or more employees request the same day as ATO and the day in question is not withheld for operational reasons, then the request will be accommodated in order of rotational seniority. That is, the most senior individual receives first choice, but drops to the bottom of the list for the next conflicting request, and so on until all employees participating have had a scheduling conflict resolved in their favour.

ATO days can be combined with holidays or lieu time off subject to the applicable clauses of the Collective Agreement.

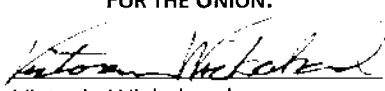
Renewed this 4 day of June, 2025.

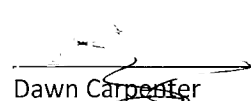
**FOR THE EMPLOYER:**

  
\_\_\_\_\_  
Kevin Henderson  
Chief Administrative Officer

  
\_\_\_\_\_  
Elisa Valentin  
Human Resources Manager

**FOR THE UNION:**

  
\_\_\_\_\_  
Victoria Wickabrod  
President CUPE Local 2403

  
\_\_\_\_\_  
Dawn Carpenter  
Vice President CUPE Local 2403

LETTER OF AGREEMENT

Between

CITY OF DAWSON CREEK

And

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 2403

---


**RED CIRCLED EMPLOYEES**

It is understood between the parties that through the amendment of job titles and responsibilities, and through the Joint Job Evaluation Process, an employee's wage may become 'red circled'.

This means that the employee receiving this wage will not receive general wage increases until such time as the new wage rate reaches the red circled rate.

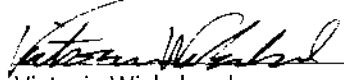
Amended and renewed this 4 day of June, 2025.

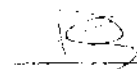
**FOR THE EMPLOYER:**

  
\_\_\_\_\_  
Kevin Henderson  
Chief Administrative Officer

  
\_\_\_\_\_  
Elisa Valentin  
Human Resources Manager

**FOR THE UNION:**

  
\_\_\_\_\_  
Victoria Wickabrod  
President CUPE Local 2403

  
\_\_\_\_\_  
Dawn Carpenter  
Vice President CUPE Local 2403

LETTER OF UNDERSTANDING

Between

CITY OF DAWSON CREEK

And

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 2403

---

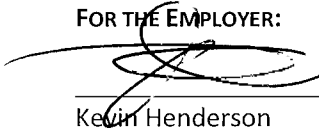
**JOB EVALUATION**

The Joint Job Evaluation Committee (JJE) shall ensure that all job descriptions are updated to include certifications that are currently required, as soon as operationally possible following execution of the Collective Agreement. And, as soon as operationally possible thereafter, those jobs that have not been evaluated based upon certifications currently required will be re-evaluated.

Referred to Labour Management along with Article 18.12 Proposal. Will be presented at Labour Management for resolution and implementation within 6 months of ratification.

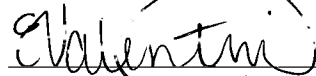
Amended and renewed this 4 day of June, 2025.

**FOR THE EMPLOYER:**



---

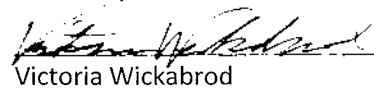
Kevin Henderson  
Chief Administrative Officer



---


Elisa Valentin  
Human Resources Manager

**FOR THE UNION:**



---

Victoria Wickabrod  
President CUPE Local 2403



---

Dawn Carpenter  
Vice President CUPE Local 2403

