

COLLECTIVE AGREEMENT

between

THE CITY OF WILLIAMS LAKE

and

**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 882-B**

TERM OF AGREEMENT: July 1, 2012 to June 30, 2016

Collective Agreement – July 1, 2012 to June 30, 2016

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AGREEMENT

THIS AGREEMENT entered into this July 1, 2012.

BETWEEN: **THE CITY OF WILLIAMS LAKE**
Williams Lake, B.C.
(hereinafter referred to as the "**City**")

OF THE FIRST PART

AND: **INTERNATIONAL UNION OF OPERATING ENGINEERS,**
LOCAL 882-B
Burnaby, B.C.
(hereinafter referred to as the "**Union**")

PREAMBLE

The purpose of this Agreement is to secure for the City, the Union, and the employees within the bargaining unit, the full benefits of orderly and legal collective bargaining, and to ensure to the utmost extent possible, the safety and welfare of the employees, economy of operation, quality and quantity of output, and protection of property. It is recognized by this Agreement to be the duty of the City and the Union and the employees to co-operate fully, individually and collectively for the advancement of said conditions.

The City and the Union agree to abide by the terms set out in this Agreement. The Union further agrees that it will at all times instruct its members to act in accordance with the terms contained in this Agreement. The City agrees that the provisions of the Agreement will be carried out.

Now therefore this Agreement witnesseth that in consideration of the premises and the covenants hereinafter contained, the parties hereto covenant and agree as follows:

ARTICLE 1 – DURATION OF AGREEMENT

This Collective Agreement shall be in full force and effect from and including July 1, 2012 to and including June 30, 2016 and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Collective Agreement within four (4) months immediately preceding, July 1, 2016 or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of this Collective Agreement.

Should either party give written notice to the other party pursuant hereto, this Collective Agreement shall thereafter continue in full force and effect until the Union shall strike, or the Employer lock out, or the parties shall conclude a renewal or revision of this Collective Agreement or a new Collective Agreement.

The operation of Sections 50 (2) and 50 (3) of the Labour Relations Code of British Columbia is hereby excluded.

ARTICLE 2 - DEFINITIONS

That for the purposes of this Agreement and unless the context otherwise requires:

2.01 "Employee Status:" as listed below:

"Casual Employee(s)" work in a position having no specific schedule that may be of an indefinite duration. They have neither guaranteed hours per day or days of work per week; rather, they are contacted when work is available at which time they may elect to accept or decline the work opportunity.

A Casual Employee works on a scheduled or unscheduled basis for less than twenty (20) hours per week on a consistent basis.

A Casual Employee may only refuse three consecutive shifts before being removed from the Casual List if contacted to work with more than two (2) hours notice.

2.02 "Full Time Employee" shall be defined as a person who has satisfactorily completed the probationary period of employment, and who will normally work schedules as set forth in Article 7 on a regular and continuous basis.

Full Time employees shall be entitled to all benefits of this Agreement.

2.03 "Part Time Employee" shall be defined as a person who works on a regularly scheduled and continuous basis.

In the Recreation Services Dept. only, a Part Time or Casual Employee can hold two part time positions. The employer may designate one of the positions to be a primary position which will take priority for scheduling of shifts. Total hours worked in both positions shall not exceed 8 hours per day or 40 hours weekly unless authorized by the employer.

2.04 "Term Employee" shall be defined as a person who is employed for a specific period or assignment on a non-recurring basis and which will terminate:

- (i) on a designated date, or
- (ii) upon completion of a specific task, or
- (iii) upon the return to work of the employee whose vacancy is being filled.

2.05 "Seasonal Employee" shall be defined as a person who is employed in a recurring position of 9 months or less (such period of time may be extended by mutual consent of both parties in writing). Seasonal employees are laid-off at the end of each season for which they are hired and are recalled to their seasonal position each year. Articles 6.02 and 6.03 apply to seasonal employees.

2.06 "Lead Hand" shall be defined as an employee working under the direction of a Working Foreman or Manager with certain authorities and responsibilities to direct and coordinate the work of one (1) or more co-employees. An employee may only be appointed as a Lead Hand at the sole discretion of the Employer. It is understood that no bargaining unit member will be responsible for disciplining, hiring, firing or evaluating the performance of another bargaining unit member.

2.07 “Student Employee” shall mean a full time student in a recognized school or university. A student employee shall be one who at the date of **hire** expects to return to school or university and one who has been hired for a term of employment not to exceed four (4) months during the time period between May 1st and Labour Day.

Student employees shall only be entitled to the provisions of this Agreement relating to wage rates, hours of work, rest periods and those benefits to which they are entitled by virtue of Federal or Provincial Government Statutes. Student employees shall not accumulate seniority or be entitled to any benefits or posting privileges and will be paid the negotiated Student Rate as per Schedule “A”. Employees who are registered as full time students at a recognized school or university may apply for student positions.

The City will eliminate the current seasonal labourer positions through attrition as the current incumbents vacate these positions.

The City will delete the 2 years of municipal experience qualification from the Equipment Operator 1 and Certified Utility Operator 1 job descriptions.

2.08 “Deputy Fire Chief” shall be appointed to the position without posting and the employee will receive an additional rate of pay for the duration of their appointment. If no employee wishes to fulfill the Deputy Fire Chief position, or the City does not feel there is a suitable candidate, the City is under no obligation to fill the position.

2.09 “Working Foreman” shall be defined as an employee working under the direction of a Manager with certain authorities and responsibilities to direct and coordinate the work of one (1) or more co-employees. An employee may only be appointed as a Working Foreman at the sole discretion of the Employer. It is understood that no bargaining unit member will be responsible for disciplining, hiring, firing or evaluating the performance of another bargaining unit member.

2.10 “Layoff” is the reduction of a full time, part time or seasonal employee’s regular hours of work or a reduction in the work force, but does not include the splitting of a job by mutual agreement between the City and the Union, so as to create two jobs. Employees’ who are working as a student, casual or term employee do not receive a layoff notice.

2.11 “Employee” shall have the same meaning as defined in the Labour Relations Code of British Columbia and be listed in Schedule A of this Agreement.

2.12 “Probationary Period” shall be a period of sixty (60) days worked for the purpose of determining the suitability of a new hire. The probationary period may be extended by written mutual agreement with the Employer and the Union.

2.13 “Singular/Masculine” whenever the “singular” or “masculine” is used herein, the same shall be construed as meaning the “plural”, “feminine” where the context of the parties hereto requires.

2.14 “Spouse” shall be a person with whom the employee has a marital or common law status.

2.15 “Work Week” is between “midnight” on Friday night and “eleven fifty-nine (11:59) pm on the succeeding Friday night, for purposes of calculating payment of wages under the Collective Agreement unless otherwise specifically defined in the Collective Agreement.

2.16 “Seniority” shall mean the accumulated length of service in the Bargaining Unit.

2.17 For the purpose of this Agreement “Management” shall be defined as Chief Administrative Officer, Directors', Managers', and other persons that may be appointed by the Council of the City of Williams Lake as Department Heads from time to time, and identified as such to the Union office upon such appointment.

For the purposes of this Agreement, the following shall be established as Departments and Division there under the City of Williams Lake:

- 1 Corporate Administrative Department:

Office of the Chief Administrative Officer

Corporate Services

Human Resources

RCMP Clerks

Economic Development

Communications

Protective Services

- 2 Planning and Operations Department:

Engineering

Planning

Licensing

Inspection

Bylaw Enforcement

Municipal Services

- 3 Community Services Department

Recreation Services

- 4 Financial Services Department

Finance

Purchasing

Information Technology

2.18 “Call In” shall be that occasion when an employee is required by the Employer to return to work for the City outside the hours of their scheduled working shift in order to perform work for the City.

2.19 “Overtime” shall mean any hours worked in excess of those defined in Article 7.

2.20 “Calendar Year” for the purpose of this Agreement, shall mean the twelve (12) month period from January 1 to December 31 inclusive.

2.21 "Month" shall mean a period of (30) thirty or thirty-one (31) days except the month of February which shall be twenty-eight (28) days or twenty-nine (29) days each leap year.

2.22 "Day" shall mean a 24-hour consecutive period, beginning at 12:01 am and shall mean a calendar day unless otherwise specified in the Agreement.

2.23 RCMP – Relief Positions

The positions will be Union affiliated. The successful applicant will be security cleared in advance. The positions will automatically fill any vacancies that may arise at the RCMP. The positions will also provide relief coverage as and when required, depending on operational requirements.

ARTICLE 3 – UNION SECURITY

3.01 Union Membership

All employees within the Bargaining Unit, shall within fifteen (15) days after entering employment with the City, become members of the Union and maintain membership in good standing therein as a condition of continued employment.

3.02 Union Fees and Dues

It is further agreed, that all employees within the Bargaining Unit shall give an assignment in the form provided in the Labour Code to the City authorizing the City to deduct an amount equivalent to fees and dues payable by a Union member to the Union and forward the deductions to the Union. Such deduction for each month shall be remitted to the Union office on or before the 15th of the following month.

3.03 Advise New Employees

The City agrees to advise new employees that a Union Agreement is in effect, to provide them with a copy of the Collective Agreement on their first day of work and to advise them of the name of their Union Shop Steward and toll free telephone number of the local Union. Every employee shall be notified of the name of his/her immediate designated Supervisor(s).

Each newly hired employee will be introduced to his/her Shop Steward during the first week of employment.

3.04 Attendance of a Shop Steward

Any meeting between the Employer and an employee regarding discipline or potential discipline or the handling of a grievance, must be attended by a Shop Steward unless the employee requests otherwise.

Shop Stewards will not leave their duties for Union business without first obtaining approval from their Department Head, which approval shall not be unreasonably withheld.

3.05 Posting of Union Business

- (a) The City will provide Union bulletin boards located at the City Hall, Works Yard, Firehall, R.C.M.P. Detachment, Cariboo Memorial Complex and the Airport, which are easily accessible to employees.
- (b) The Union shall have the right to post on the Union bulletin boards any materials it deems to be of interest to Union members. In the event the Employer believes a notice is inappropriate, it will be discussed with the Chief Shop Steward or Business Manager and appropriate action may be taken.

3.06 Union Representative – Advance Notice of Worksite Visit/Meeting

Union representatives and shop stewards will notify the applicable Department Head with as much advance notice as possible prior to visiting work sites and/or meeting with unionized employees during business hours. Such meetings with unionized employees shall not occur during the employees' scheduled working hours without approval from the Department Head.

ARTICLE 4 -MANAGEMENTS RIGHTS

The Union recognizes the rights of the City to manage its affairs and operations without restricting the rights of employees under the terms of this Agreement. It further recognizes the right of the City to direct its working forces including the right to hire, to suspend or discharge for just cause, to promote, demote, discipline, layoff or transfer any employee and the right to assign work. The City will not exercise its management rights in any way that would violate the provisions of the Collective Agreement.

ARTICLE 5 - SENIORITY

5.01 Full Time Employees:

Seniority for full time employees shall mean the length of continuous service in the employ of the City from the established date of full time status.

5.02 Complex Employees:

- (a) The seniority date for employees who became full time employees of the City as a result of the City taking over the Cariboo Memorial Complex shall be July 2, 1991.
- (b) For the purpose of layoffs, employees of the Complex on July 2, 1991 cannot be bumped by other City employees.
- (c) All provisions of the Contract with regard to seniority shall apply to Complex employees except as in Item 5.02 (a) above.

5.03 Part Time/ Casual /Term/Seasonal Employees:

- (a) Seniority for Part Time/ Casual/ Term/ Seasonal employees shall be the aggregate of hours worked from their date of employment until they have reached 1500 hours in a calendar year. Once they have reached 1500 hours in a calendar year their seniority will be as per Article 5.03(b). When a part time/ casual/ term/ seasonal employee is applying for a full time position, their seniority is calculated as per 5.03(b).
- (b) When a Part Time/ Casual /Term/ Seasonal employee acquires full time status, seniority shall be credited on the basis of one (1) calendar day for every seven and one-half (7.5) hours worked for jobs that are 37.5 hours per week or 8 hours for jobs that are 40 hours per week and the employee's seniority date will be established based on hours worked. This is from the start date of the full time hire and calculated as per their established days of credit. Take the number of eligible days as described above, and calculate backwards from their new start date only counting actual working days to establish their new seniority date.
- (c) For Part Time/ Casual/ Term/ Seasonal employees at the Cariboo Memorial Complex, hours worked in "(b)" above refers to hours worked after July 2, 1991.
- (d) For the purpose of determining seniority between Part Time/ Casual/ Term/ Seasonal employees at the Complex who were on staff at July 2, 1991, Complex seniority shall apply.
- (e) In allocating Part Time/ Casual/ Term/ Seasonal work, the seniority of the employee will prevail, provided the employee is qualified to perform the work.

5.04 Airport Employees:

The seniority date for employees who became full time employees of the City as a result of the City taking over the Williams Lake Airport, shall be January 1, 1997.

5.05 Seniority List:

The City shall maintain:

- (a) A service seniority list showing the seniority date calculated as per Article 5.01 and Article 5.03 (b) or as per the date of hire as a full time position whichever applies.
- (b) A separate list showing the accumulated hours of work for each part time/ casual/ term/ seasonal employee;

These lists shall be published by January 31st each year and forwarded to the Union and its officers and will be updated at any time upon request of the Union.

5.06 Loss of Seniority

An employee will lose his/her seniority and will be considered to have terminated his/her employment for any of the following reasons: (a) a service seniority list showing the date each full time employee commenced employment;

- i. if he/ she resigns in writing;
- ii. if he/ she is discharged and such discharge is not reversed through the grievance or arbitration procedures;
- iii. if he/ she is laid off and fails to return to work within five (5) working days after he/she has been notified to do so by registered mail to his/ her last known address. It shall be the responsibility of the employee to keep the City informed of their current address;
- iv. if he/ she overstays a leave of absence without written authorization from the Employer;
- v. if he/ she absents himself/ herself for more than three (3) working days without notifying the Employer, provided that in the event that an unexpected accident or illness prevents the employee from advising the Employer immediately, he/ she must do so as soon as possible and must supply medical certification where so requested;
- vi. if an employee has been on lay-off for a period of eighteen (18) months; and
- vii. a part time employee on layoff for the lesser of continuous service or one (1) year. Continuous service determining recall rights for part time employees shall be expressed in days, based upon one (1) calendar day on the recall list for every seven and one-half (7.5) or eight (8) hours worked, as the case may be.

5.07 Student Employees:

A student employee shall not accumulate seniority or be entitled to any benefits or posting privileges and will be paid the negotiated Student Rate as per Schedule "A".

ARTICLE 6 - APPOINTMENTS, PROMOTIONS, TRANSFERS, VACANCIES AND DISMISSALS

6.01 Appointments:

- (a) In awarding positions, the job related qualifications of the employee shall be given first consideration and, if there is any choice to be made between two or more employees who have all the qualifications, the employee having the greater seniority shall receive the preference.

In a situation where there are two or more employees, and where all the qualifications as described in the job description have not been met, then the award shall, at the discretion of the Employer, be referred to a Joint Labour/Management Liaison Committee, comprised of a minimum two (2) representatives from the City and a minimum of two (2) Representatives from the Union to determine the awarding of the position. The Committee shall determine competency, efficiency, ability and qualifications in a fair and equitable manner and the position will be awarded on a without prejudice basis and may include conditions as agreed to by both parties. However if the Joint Labour/ Management Liaison Committee do not agree then the position will be posted externally. In all situations where minimum qualifications are not met the Employer retains the right to post externally.

- (b) The employee awarded a position will be in the position, or paid the rate for the position awarded, within one month, whichever first occurs unless the new incumbent is not currently employed with the City.
- (c) Employees that have not fully completed their probationary period can apply for other positions but the City is not obligated to award them the position.

6.02 Layoffs:

(a) Advance Notice of Layoff

A full time, part time and seasonal employee shall receive in writing, two (2) weeks' notice in the event such employee is to be temporarily laid off or in lieu of notice, severance pay in an amount equivalent to the regular scheduled amount of hours in the period of notice required shall be paid to the employee. In the event of layoffs, such layoffs shall be initiated within the Department first concerned and the employee with the least seniority shall be the first laid off.

A full time employee who is laid off may exercise his/her seniority firstly within the Division, secondly within the Department and thirdly Bargaining Unit wide, within five (5) working days, provided he/ she has the qualifications to undertake such work within such other Department.

Commencing on May 1, 2014, a part time or seasonal employee who is temporarily laid off may only exercise his/ her seniority in other part time, seasonal or casual positions firstly within the Division, secondly within the Department and thirdly Bargaining Unit wide, within five (5) working days, provided he/she has the qualifications to undertake such work. If such employee is laid off permanently, he/ she may exercise his/her seniority as set out above in Article 6.02(b).

(b) Benefits During Layoff

A laid off employee who qualified for and was on benefits at the time of being laid off, can continue their medical insurance and benefit coverage as established by the current benefit package up to six (6) months. The employee will be responsible to deliver to the Finance Department a bi-weekly post-dated cheque for one hundred percent (100%) of the total coverage (this includes both the Employer and Employee premiums).

An employee, who is on benefits and is laid off for a period longer than six (6) months, will no longer qualify for the medical and benefit plans. A recalled employee who has not maintained or has been laid off longer than six (6) months will be required to re-qualify and re-apply for the medical and benefit plan if their position so allows.

6.03 Recall Following Layoff

In the matter of recalling following layoff, the person shall be recalled on the basis of seniority provided they are qualified for the position shall be given at least ten (10) days notice of recall. The employee shall notify the Manager of Human Resources as to their intentions regarding their recall by accepting or declining the position within five (5) working days of receiving their recall notice. This Section shall only apply if a laid off employee has kept the City advised of his or her telephone number, if any, and his or her address. Notice shall be by registered mail/ courier when all other efforts to communicate have failed.

6.04 Vacancies

- (a) All vacancies in positions that are not declared redundant by Employer, shall be posted on all Union Bulletin Boards located at the City Hall, Works Yard, Fire Hall, R.C.M.P. Detachment, Cariboo Memorial Complex and Airport for a period of five (5) working days prior to being advertised to the public. Such vacancies shall be filled. Should an emergency situation arise, the matter of not having to post Labourer positions shall be mutually agreed upon between the parties to this Agreement.
- (b) Where vacancies arise that will exceed 4 weeks other than through vacation or approved leave of absence, the job will be posted pursuant to Article 6.04 (a) and filled.

- (c) Where a vacancy arises as a result of increased work, vacation, illness or leave of absence lasting less than four (4) weeks, Management may assign an employee to that position pursuant to Article 6.01 without the necessity of posting the job.
- (d) All job postings and notification of such applicants to those postings will be posted on all Union Bulletin Boards and a copy will be forwarded to the Union.
- (e) An employee who is absent due to vacation, sickness or leave of absence for a period of time not exceeding four (4) weeks shall be considered for a vacancy in a full time position if they had applied. If the absent employee is the successful applicant, the position will be filled temporarily until the absent employee returns to work and assumes the position if they apply.
- (f) All job postings for labourer positions that will be available each spring in the Municipal Services Division will be posted by January 15th of each year indicating the approximate start date.
- (g) Direct entry level and difficult to fill vacant positions, the City would advertise the vacant positions both internally and externally concurrently. Internal applicants would be considered first, however if no internal applicants had applied or were qualified, the external applicants could be considered.

6.05 Term Assignments

Current employees in term assignments may not apply for any other term assignments until the initial assignment has ended or 6 months has elapsed, whichever first occurs, except that the City may reassign an employee for a vacancy under Article 6.04(d). New employees in term assignments may not apply for any other assignment until the initial assignment has ended, whichever first occurs, except that the City may reassign an employee for a vacancy under Article 6.04(c).

If a position is posted, an employee already in a term assignment may apply for the posting if the new position starts after the current term assignment ends.

6.06 Notification of Awarding of Position

The names of all successful applicants for all positions filled shall be posted on all Union Bulletin Boards located at the City Hall, Works Yard, Firehall, R.C.M.P. Detachment, Cariboo Memorial Complex and Airport.

6.07 Successful Applicant Options

- (a) Successful applicants for a vacancy will have a familiarization period of thirty (30) days worked during which they may elect to return to their former position.
- (b) An employee may be required to revert to his/ her former job prior to the end of the familiarization period set out in Article 6.07 (a) should it be found he/she is not suitable. Such employee will have opportunity to the Grievance procedure.

6.08 Long Term Disability – Right to Bump

Employees on Long Term Disability shall retain the right to bump into their own job for a period equal to their seniority at the time absence began and thereafter may bump into a position they are qualified to perform.

6.09 Advancement from Aquatic Staff I to Aquatic Staff II

Automatic advancement for Aquatic Staff I to Aquatic Staff II shall be based on completion of qualifications as outlined in the Job Description for the Aquatic Staff II classification. Successful completion of a National Lifesaving Society practical skills assessment is mandatory for AS 1 Instructors before advancing to an AS 11 position. AS 1 Instructors and Lifeguards must have a minimum of three months and/or seventy-two (72) hours of experience before moving to an AS 11 position.

ARTICLE 7 -HOURS OF WORK

7.01 Scheduling

Refer to Schedule "B"

Wherever possible, no employee will be scheduled so as to have less than two (2) consecutive days of rest in any calendar week with the exception of Complex staff that choose to work a six day week. Complex staff that chooses to work a sixth day will not be paid overtime for the sixth day unless they exceed their maximum hours per week.

7.02 Rest Periods

All employees shall be allowed a fifteen (15) minute rest period approximately midway in each half shift up to ten (10) consecutive hours worked, then, over ten (10) consecutive hours worked the employees shall be granted an additional 15 minute break midway through the balance of their shift.

7.03 48 Hour Notice of Shift Change/ 24 Hour Notice – October to March

The City agrees that before changing an employee's shift or commencement time, the employee shall receive forty-eight (48) hours notice of such change or be paid time and one-half for the first shift worked in lieu of notice, except that during the winter season, which is defined as October to March, the required notice shall be twenty-four (24) hours for Municipal Services employees only. It is understood, however, that the foregoing may be waived if both the City and the Employee mutually agree to change the employee's shift or commencement time. The City agrees that this provision shall not be used in such a manner which discriminates against an employee who is entitled to the premium time as prescribed in the foregoing paragraph.

7.04 Lunch Period

An unpaid lunch period of one-half (.5) hour shall be scheduled as close as possible to the middle of any shift exceeding six (6) hours except as noted in Article 7.07.

7.05 Working through Lunch Period

An employee required to work continuously throughout a shift with no scheduled lunch break shall eat when opportune and be paid for such time.

7.06 No Pay Loss Due to Shift Change

Employees required to change shifts shall not lose any pay as a result of a shift change.

7.07 Minimum Hours off Between Shifts - Recreational Service Staff

For full time Recreation Services staff there shall be a minimum of 12 consecutive hours off between shifts.

7.08 Applicable Rate of Pay

Employees who are required to perform work or to operate equipment within a higher job classification shall receive the applicable rate of pay for time worked, excluding training.

ARTICLE 8 – OVERTIME

8.01 Outside Employees

Outside employees will be paid overtime provided overtime is authorized by the Employer or their designate.

All work in excess of eight (8) hours per day shall be considered overtime and shall be paid at the rate of time and one-half (1.5) the regular rate for the first three (3) hours and double (2) time the regular rate thereafter. All work performed on regular days off shall be paid at overtime rates of time and one-half (1.5) for the first eight (8) hours and double (2) time thereafter.

8.02 Inside Employees – Except Aquatic Staff

Inside employees will be paid overtime as follows, provided overtime is authorized.

All work, in excess of seven and one-half (7.5) hours per day shall be considered overtime and shall be paid at the rate of time and one-half (1.5) the regular rate for the first three (3) hours and double (2) time the regular rate thereafter. All work performed on regular days off shall be paid at overtime rates of time and one-half (1.5) for the first seven and one-half (7.5) hours and double (2) time thereafter. By-law enforcement will be paid as per Article 8.01.

8.03 Meal Provision – Excess of Ten Hours

When working in excess of 10 hours (excluding Watch Clerks) employees may continue to work and receive a meal ticket to be redeemed at one of the named restaurants at some later date. The value of the ticket will be twenty dollars (\$20).

8.04 Call In

An employee who is called in and who reports for work as requested thereafter, shall receive a minimum of two (2) hours of pay at the rate of double (2X) his/ her straight time hourly rate if work is commenced. If work is commenced, an employee shall be considered as being on call and available for work for a three (3) hour period without further pay.

If the employee works more than two (2) hours, the employee shall receive a minimum of four (4) hours of pay at a rate of double (2X) his/ her straight time hourly rate.

For employees called in within four (4) hours of the start of their scheduled shift, double time will be paid for the actual hours worked prior to the start of their scheduled shift.

8.05 Allotment of Overtime

Overtime opportunities will be offered on an equitable basis. Overtime will be offered within the Division, in the event that employees are not available for overtime within the division the Employer will offer overtime to other employees within another Division. Scheduled overtime for full time employees will be a minimum of 2 hours.

8.06 Overtime Payout/ Time Off

For overtime worked, an employee may choose to be paid or may choose time off subject to the following conditions:

- (i) it shall be paid at the applicable rate when the overtime occurred;
- (ii) accumulated overtime shall be taken from October 26th to October 25th of the following year and if not taken within that time, shall be paid in the first payroll period beginning after October 31st.
- (iii) it must be taken off at a time mutually agreed upon between the employee and his/her immediate Supervisor;
- (iv) no more than ten (10) working days will be taken off at any one time;
- (v) that the employee must inform the Employer at the time the overtime is worked that he or she chooses time off rather than payment.

8.07 Part Time and Casual Employees

Part time and casual employees working less than the normal hours per day of a full time employee and who are required to work longer than their regular working day shall be paid at the rate of straight time for the hours so worked up to and including the normal hours in the working day. (refer to Article 8.02) Regular overtime rates shall apply after the normal hours in the working day.

8.08 Local State of Emergency

According to the Provincial Emergency Program policies, overtime cannot be banked during a Local State of Emergency, overtime must be paid out. This applies to only work commenced in relation to the emergency situation.

8.09 Specific to RCMP – Watch Clerks

RCMP - Watch Clerk employees will be paid overtime as follows, provided overtime is authorized. All work, in excess of ten hours and twelve minutes (10.19 hours) per day shall be considered overtime and shall be paid at the rate of time and one-half (1.5) the regular rate for the first three (3) hours and double (2) time the regular rate thereafter. All work performed on regular days off shall be paid at overtime rates of time and one-half (1.5) for the first seven and one-half (7.5) hours and double (2) time thereafter.

8.10 Specific to Fire Hall Employees

Fire Hall employees will be paid overtime as follows, provided overtime is authorized. All work, in excess of seven and one-half (7.5) hours per day shall be considered overtime and shall be paid at the rate of time and one-half (1.5) the regular rate for the first three (3) hours and double (2) time the regular rate thereafter. All work performed on regular days off shall be paid at overtime rates of time and one-half (1.5) for the first seven and one-half (7.5) hours and double (2) time thereafter.

8.11 Specific to Complex Employees

Complex employees will be paid overtime as follows, provided overtime is authorized. Front desk staff, including administration working in excess of seven and one-half (7.5) hours per day shall be considered overtime and shall be paid at the rate of time and one-half (1.5) the regular rate for the first three (3) hours and double (2) time the regular rate thereafter. All work performed on regular days off shall be paid at overtime rates of time and one-half (1.5) for the first seven and one-half (7.5) hours and double (2) time thereafter.

Facility Maintenance staff working in excess of eight (8) hours per day shall be considered overtime and shall be paid at the rate of time and one-half (1.5) the regular rate for the first three (3) hours and double (2) time the regular rate thereafter. All work performed on regular days off shall be paid at overtime rates of time and one-half (1.5) for the first eight (8) hours and double (2) time thereafter.

Aquatic staff, working in excess of ten (10) hours per day shall be considered overtime and shall be paid at the rate of time and one-half (1.5) the regular rate for the first three (3) hours and double (2) time the regular rate thereafter. All work performed on regular days off shall be paid at overtime rates of time and one-half (1.5) for the first ten (10) hours and double (2) time thereafter.

ARTICLE 9 - VACATIONS

The scheduling and taking of vacations shall be on a calendar year basis.

9.01 Pro-Rata Basis – Less than One Year

Employees who have not completed one (1) year of service and part time employees who have become eligible for benefits shall be granted vacation entitlements on a pro-rata basis.

9.02 Vacation Entitlement

An employee who has been in the service of the City for one (1) year shall receive a vacation of fifteen (15) working days with pay and shall receive an additional day's vacation entitlement for each year of service thereafter to a maximum of thirty (30) days per annum. An employee who has been in the service of the City for twenty (20) years shall receive an additional two (2) days vacation entitlement during years twenty (20) to twenty four (24) to a maximum of thirty two (32) days per annum. An employee who has been in the service of the City for twenty five (25) years, shall receive an additional three (3) days vacation entitlement to a maximum of thirty five (35) days per annum. A maximum of ten (10) days of unused annual vacation may be carried forward into the following year, non-accumulative.

9.03 No Vacation Accrual for Non-Medical Leave of Absence or Layoff

Employees who are on a non-medical leave of absence, away from the workplace for more than 6 months (subject to legislative requirements), or a layoff where the employee has chosen not to bump into a position he/ she is qualified for with a wage rate that is within 10% of the position they are being laid off from, will not earn their vacation entitlement during such leave of absence or layoff.

This Article does not apply to employees on leave pursuant to Article 15.02.

9.04 Vacation Schedules

The employee shall receive their vacation entitlement information by February 15th of each year. Vacation requests shall be submitted no later than March 7th of each year, at which time employees shall designate their preference. Preference in choice of individual employee's vacation dates shall be determined by seniority of service. All preferences for time of vacation shall be subject to the approval of the Employer who shall have the right to alter the allocation of vacation times to fit the work schedule of the City.

All alterations by the Employer shall be made before April 1st and shall not be changed thereafter unless by mutual consent.

9.05 Vacation – Movement to Other Department

Employees appointed to a position in another Department after vacation schedules are approved may not use seniority of service to gain preference over another employee's approved vacation within that Department.

9.06 Part Time/ Casual/ Term/ Seasonal Employees

Part time, Casual, Term and Seasonal employees shall be paid for vacation benefits pursuant to Clause 16.02 (b).

9.07 Vacation Entitlement - Anniversary Date

Vacation entitlement is based upon each individual employee's anniversary date of employment; however, notice of each individual's entitlement in the calendar year will be issued the beginning of January.

9.08 Employee Leaves the Employ of the City

If an employee has taken holidays prior to his/ her actual anniversary date of hire and subsequently leaves the employ of the City, his/ her final pay cheque will be adjusted to reflect the portion of holidays taken but not earned. When an employee dies, the employee's estate shall be credited with the value of vacation credits owing to the employee at the time of death.

9.09 Vacation Conversion of Watch Clerks

Annual vacation entitlement for Watch Clerks who work ten hours and twelve minutes (10.19 hours) or a calculated equivalent on a four day on four day off schedule shall have their vacation days converted to hours based on a ten hours and twelve minutes (10.19 hour) day.

ARTICLE 10 - STATUTORY HOLIDAYS

10.01 Observed Holidays

The following days shall be observed as holidays and shall be paid at the regular rate of the employee:

New Year's Day	Victoria Day	Thanksgiving Day
January 2nd (previously Wrestling Day)	Canada Day	Remembrance Day
Family Day	B.C. Day	Christmas Day
Good Friday	Labour Day	Boxing Day
Easter Monday		

10.02 Rate of Pay for Statutory Holidays

All work performed on any Statutory Holiday shall be paid for at the rate of time and one-half (1.5) in addition to the Holiday pay provided for in Article 10.01.

10.03 Statutory Holiday Falling on Regular Day of Rest

In the event a Statutory Holiday falls on an employee's regular day of rest, he/ she will be granted another day off in lieu at a mutually agreeable time.

10.04 Statutory Holiday Falling during Annual Vacation

When a Statutory Holiday falls or is observed during an employee's annual vacation, he shall be granted a day's vacation for each Statutory Holiday so observed.

10.05 Newly Declared Holiday

In the event of Heritage Day or any other new Federal, Provincial or Municipal Holiday being declared, that day shall automatically be added to the Statutory Holiday list.

10.06 Part Time/ Casual/ Seasonal/ Term Employees Not Eligible

Part time, Casual, Seasonal and Term Employees shall not be eligible for statutory holiday benefits, pursuant to Article 16.02(b).

10.07 Facility Maintenance Employees

Regarding Facility Maintenance employees at the Complex working 10pm to 6am shifts. As from time to time when the employee's shift falls partially into a statutory holiday period, the employee shall be given either the shift starting prior to the stat, or the shift starting during the stat but ending on a regular work day, off as compensation for the statutory holiday, even though certain hours fall within the statutory holiday the employee is not entitled to statutory holiday pay during that time. The shift that commences at 10pm prior to the statutory holiday and ends at 6am of the statutory holiday will be the default day off in compensation for the statutory holiday, however with a mutual agreement this shift off may be changed to the shift starting at 10pm of the statutory holiday.

ARTICLE 11 - HEALTH AND WELFARE

11.01 Outline of Coverage

It is agreed that the Health, Welfare and Dental Plan be:

Life Insurance - 2 X Annual Earnings to a maximum of \$100,000.00;

A D & D - 2 X Annual Earnings to maximum of \$100,000.00;

Weekly Indemnity - 66 2/3% of weekly earnings to a maximum of \$550.00 per week based upon a 1-4-26 plan, non taxable and premiums to be borne by the employees;

Long Term Disability - 66 2/3% of monthly salary to age 65 years with a 2 year own occupation clause. Monthly maximum benefit will be \$2,000.

Extended Health Benefits –

Generic Pay Direct Prescription Card
Chiropractor \$200.00 per year maximum
Massage Therapist/ Physiotherapist \$500.00 per year
Naturopath \$200.00 per year maximum
Acupuncturist \$100.00 per year maximum
Podiatrist \$200.00 per year maximum
Speech Therapist \$100.00 per year maximum

Out-of-Province / country emergency travel coverage – 90 day maximum, 3 million life time maximum

Dental - Basic - 95%
 - Prosthetics - 50%
 - Orthodontics - 50%;

Vision Care - The maximum coverage for eyeglasses or contact lenses shall be \$300 in a twenty-four month period.

Hearing Aids - Maximum of \$500.00 over 5 year period

11.02 BC Medical Coverage

B.C. Medical coverage shall be provided and the premiums shall be borne by the City except as outlined in Article 6.02 and Article 15.01.

11.03 Premiums Borne by City

Premium costs for the Health, Welfare and Dental Plan shall be borne by the City except as outlined in Article 6.02 and Article 15.01.

11.04 Reimbursement of Doctor's Fees

Payment of Doctor's fees due to submission of Weekly Indemnity and Long Term Disability forms required by the Underwriter to be at the City's expense.

11.05 Delays in Receipt from Insurance Carrier

The Employer shall pay Weekly Indemnity claims as incurred and recover this cost from the employee when the Underwriter issues claims cheques. The employee will be liable for repayment to the Employer and if the claim is not accepted, the employee must commence repayment no later than 60 calendar days from notice of refusal of the claim by the Underwriter.

The purpose of this provision is to eliminate any delay in the disbursement of legitimate Claims payments to employees.

11.06 Employees Premium – 100% to Weekly Indemnity

Employee's premium payment to be allocated 100% towards Weekly Indemnity.

The Employer, on an annual basis, shall submit to the employees an amount equal to the U.I.C. rebate. The Union will be copied with the correspondence.

11.07 Underwriters Terms and Limitations

The foregoing benefit levels are subject to the terms and limitations contained in any insurance policy of the respective underwriters and the policy holder shall not be held liable in the event of contested claims. A copy of all policies will be provided to the Union.

11.08 Qualifications for Benefits

- (a) Part Time, Casual, Seasonal and Term Employees may qualify for vacation, statutory holiday and health and welfare benefits upon completion of 1500 hours in a calendar year and must maintain a minimum work week of 30 hours per week averaged over subsequent 3 month periods to qualify for such continued benefits.
- (b) If an employee who qualified for benefits under Article 11.08 (a) subsequently becomes ineligible to remain on such benefits, the employee may be reconsidered for benefits in accordance with Article 11.08 (a).

ARTICLE 12 - PAID LEAVE

12.01 Travel for Medical Treatment

Employees on the advice of a Physician, who are required to travel out of town or transport members of their immediate family for further medical treatment, shall be granted Paid Leave for a period not exceeding ten (10) working days per annum, upon completion of their probation period and the recommendation of the Department Head and with the approval of the Employer. Employees must provide proof of the advice of a Physician. Immediate family, for the purpose of this Clause, shall be defined as: wife, husband, child, parents, mother-in law, father-in law, and other persons authorized by the Administrator or designate.

12.02 Medical Complications of Pregnancy

Medical complications of pregnancy shall be covered by Weekly Indemnity provisions where applicable elsewhere in this Agreement.

12.03 Sick Days

- (i) Employees who qualify for benefits shall be granted nine (9) sick days per calendar year, upon the completion of their probationary period payable upon the first day of absence for days not qualified for weekly indemnity. Employees may utilize their sick days to care for their sick dependent child where there is no other caregiver available to care for such child.

- (ii) Employees may carry over a maximum of 2 sick days, non-accumulative.
- (iii) The Employer shall have the right to require and the employee must supply a doctor's certificate on request, to support a claim prior to any payment of sick leave credit.
- (iv) Employees who qualify for benefits, requesting time off for bona fide medical examination, dental appointment, or paramedical appointment as defined in the employee benefit package will be entitled to time off to take such appointments where appointments cannot be reasonably scheduled outside of regular working hours. Time off with pay shall be deducted from sick days, vacation, accumulated overtime in one (1) hour increments, or taken as unpaid leave.

ARTICLE 13 - JURY DUTY

13.01 Jury Duty Granted in Accordance With Employment Standards Act

Leave for Jury Duty shall be granted in accordance with the *Employment Standards Act*, RSBC 1996, c. 113.

13.02 Jury Pay

In the event that an employee is required by law to attend the impaneling of a Jury or to undertake jury duty or coroner's court or to attend as a witness with respect to matters relating to the business of the City in a Court of Law, the employee shall be paid their usual wages during such absence. The employee shall immediately turn over or cause to be turned over to the City any monies paid or payable to them for such attendance. The employee shall show proof of attendance upon the request of the City.

13.03 Subpoenas as a Witness

When an employee is subpoenaed to attend as a witness, other than a witness on behalf of the City, in a Court of Law and upon such subpoena being produced as proof of having being subpoenaed, the employee shall be paid their usual wage during such absence to attend as a witness at straight time up to a maximum of four hours lost time for each day in attendance as a witness. The employee shall immediately turn over or cause to be turned over to the City any money paid or payable to them for any such four (4) hour period of lost time prescribed herein.

ARTICLE 14 - BEREAVEMENT LEAVE

14.01 Family Member Death - Leave

In the event of the death of spouse, common-law spouse, child, father, mother, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchild, legal guardians, step-children and step-parents, an employee shall be granted up to three (3) working days off, and may be granted an additional two (2) working days off without loss of wages to arrange for or attend the funeral. Bereavement Leave shall not be available to employees on an authorized leave of absence, other than vacation.

14.02 Mourner/ Pallbearer - Leave

Employees may be granted a one-half (0.5) day without loss of wages to attend a funeral as a pallbearer or mourner.

14.03 Bereavement during Vacation Leave

Where an employee qualifies for Bereavement Leave during his/her vacation period, there shall be no deduction from vacation credits for the duration of the Bereavement Leave. The period of vacation so displaced shall be taken at a time mutually agreeable between the employee and his/her Department Head or designate.

ARTICLE 15 - LEAVE OF ABSENCE

15.01 Unpaid Leave

Unpaid Leave of Absence may be granted by the City to any employee requesting same in writing to a maximum of ninety (90) calendar days. All leave of absence approvals will be at the sole discretion of the Employer. The employee must use all their vacation time before they are eligible to initiate their leave of absence. An employee on more than ten (10) days leave of absence who qualified for and was on benefits at the time of taking leave can continue their medical insurance and benefit coverage and will be responsible to deliver to the Finance Department a monthly post-dated cheque for one hundred percent (100%) of total coverage (this includes both the Employer and Employee premiums). The employee shall make every effort to apply forty-five (45) days in advance of the leave of absence to minimize disruption of staff. Extension may be granted in extenuating circumstances. The employee shall not be employed elsewhere or self-employed during an unpaid leave of absence.

15.02 Pregnancy/ Parental/ Adoption Leaves

Leave provisions for pregnancy, parental and adoption leave shall be granted in accordance with the *Employment Standards Act* RSBC 1996, c. 113.

15.03 Union Business Leave

Leave will be granted, without pay, to any Union Member, upon the request of the Union, for Local, National and International Union business. The Union will endeavor to give the City as much notice as possible and agrees that there will not be more than one (1) employee on such leave at any one time.

ARTICLE 16 - RATES OF PAY

16.01 Pay Day

Employees shall be paid by direct deposit on a bi-weekly basis on Fridays.

16.02 Rates of Pay

- (a) It is agreed that the rates of pay set forth in Schedule "A" attached hereto and forming part of this Agreement shall prevail and continue during the term of this Agreement.
- (b) Part-time, Casual, Seasonal and Term Employees shall be paid the rates in Schedule A and in addition, shall receive 15% in lieu of vacation, statutory holidays, and health and welfare benefits, except those employees who qualify for benefits under Article 11.09.
- (c) Employees who have previously qualified for enrolment in the Municipal Pension Plan and come to work for the City of Williams Lake on a Part-time, Seasonal, Term or Casual basis will have the City's portion of Municipal Pension Plan premiums deducted from their wages.
- (d) Part time, Term, Casual and Seasonal employees who become eligible to enroll in the Municipal Pension Plan and who chose to enroll in such Plan will have the Employer's portion of the Municipal Pension Plan premiums deducted from the 15% in lieu of vacation, statutory holidays and health and welfare benefits under Article 16.02(b).

16.03 Wage Rate for New Jobs or Classifications to be negotiated

If a new job or classification is created within the Bargaining Unit, the wage rate and classification is to be negotiated between the City and the Liaison Committee.

16.04 Rates for Appointment to Higher/ Lower Positions

In the event of an employee appointed to a higher rated position, he/ she shall be paid the higher rate applicable to that position. If an employee temporarily renders service in a position paying a lower rate of pay, his/ her wages will not be reduced.

16.05

(a) Lead Hand Rate

Employees appointed as "Lead Hand" shall receive the rate of pay of an additional one (\$1.00) dollar per hour for the duration of their appointment.

- (b) **Working Foreman Rate**
Employees appointed as Working Foreman shall receive the rate of pay of an additional three (\$3.00) per hour for the duration of their appointment.
- (c) **Deputy Fire Chief Rate**
Employees appointed as Deputy Fire Chief shall receive the rate of pay of an additional \$3.85 per hour for the duration of their appointment.
- (d) **BC Level I First Aide Certification**
Employees required as per their job description to hold a valid BC Level I First Aide Certification (For the Workplace) will receive an additional ten cents (\$0.10) per hour.
- (e) **Electrical Permit Premium**
The Employer will designate a qualified employee as a Field Safety Representative, as required under the Electrical Safety Regulation of the Safety Standards Act and this employee shall receive a premium of \$0.81 per hour.

16.06 Holiday Standby

When the Employer requires holiday standby coverage, employees will be solicited from each of the Municipal Services and Shared Services Divisions. Where a problem arises, the standby employee(s) will be first called. Should additional help be required, qualified employees will be called. Employees on holiday standby will be paid two (2) hours at double time for each day of standby.

16.07 SCADA/Municipal Services/ Recreation Services/ Protective Services Standby

For those employees required to assume after hours Municipal Services, Recreation Services, Protective Services or SCADA (Supervisory Control & Data Acquisition) standby, the standby period will be from Thursday at 4:30 p.m. to the following Thursday at 8:00 a.m. and the employee will be paid at a rate of \$350 per week with an additional \$125 for each statutory holiday set out in Article 10.01. All banked payments will be paid out at December 31, of each year, to a bank account of the employee's choice. Banked standby cannot be taken as time off.

ARTICLE 17 - GRIEVANCE PROCEDURE

17.01 What is a Grievance

The Employer and the Union recognize that grievances may arise out of differences between the parties in the interpretation, application, operation or any alleged violation of a provision of this Agreement, including differences arising out of the suspension or dismissal of any employee bound by this Agreement.

17.02 Employee Rights under Provincial Labour Statutes

This provision shall not be used to deny any employee their rights under Provincial Labour Statutes.

17.03 Steps of Grievance Procedure

The steps of the grievance procedure shall be as follows:

- Step 1: The grievor must present a grievance at Step 1 within seven (7) working days following the event giving rise to such grievance. In the first step of the grievance procedure, every effort shall be made to settle the dispute with the direct supervisor. The aggrieved employee shall have the right to have his or her shop steward present at such a discussion.
- Step 2: If the dispute is not resolved at Step 1, the aggrieved employee or Union may submit a written grievance through the Union shop steward to Step 2 of the grievance procedure, within seven (7) working days after the date on which they were notified orally or in writing of the supervisor's decision at Step 1. An employee who wishes to present a grievance at Step 2 of the grievance procedure must do so, in writing. The grievance shall be presented to the employee's Manager or Director. The parties shall meet with a view to resolving the grievance. The Manager or Director will give a written decision within seven (7) working days of such meeting.
- Step 3: If the dispute is not resolved at Step 2 of the grievance procedure, the Union will, within seven (7) working days of the Manager or Director's written reply at Step 2, submit the issue in writing to the Manager of Human Resources. The Union and Manager of Human Resources will, within ten (10) working days, set a date to meet with a view to resolving the grievance. The meeting will be held within thirty (30) calendar days, and may be extended upon mutual agreement, in writing, by both parties. The aggrieved employee and/o their Manager/ Director may be present at this meeting. The Manager of Human Resources will give a written reply within seven (7) working days of the meeting.

If satisfactory settlement is not reached at Step 3 of the grievance procedure, the Union may, within thirty (30) calendar days after the date on which they received the written reply from the Manager of Human Resources, refer the issue to a Board of Arbitration as set out in Article 18. The timelines may be extended upon mutual agreement, in writing, by both parties.

17.04 Reinstatement of Employee

If prior to the constitution of an Arbitration Board pursuant to this Contract, it is found that an employee has been unjustly suspended or dismissed, that employee shall be reinstated by the City without loss of pay, with all his rights, benefits and privileges which he would have enjoyed if the suspension or discharge had not taken place.

17.05 Dispute Arising from Employee's Suspension or Termination

In the case of a dispute arising from an employee's suspension or termination, the grievance shall be filed directly at Step 3.

17.06 Aggrieved Employee Authorization to Union to Access File

When a grievance is filed, the aggrieved employee may, in writing, authorize the Union to access his/ her personnel file. The Shop Steward must make an appointment to review the file and will do so in the presence of the Manager of Human Resources.

ARTICLE 18 - ARBITRATION

18.01 Notice and Naming of Arbitrator

Where a difference arises between the parties relating to the dismissal, discipline, or suspension, of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any questions as to whether a matter is arbitral, either of the parties may, after exhausting the grievance procedure in Article 17, notify the other party within thirty (30) calendar days of the receipt of the reply to Step 3, of its desire to submit the difference to arbitration. The parties will agree on an arbitrator and if they cannot, one will be appointed by the Collective Agreement Arbitrator Bureau at the request of either party to:

- (i) investigate the difference;
- (ii) define the issue in the difference; and
- (iii) make written recommendations to resolve the difference; within five (5) days from that date, time does not run in respect of the grievance procedure.

18.02 Selection of the Arbitrator

The named arbitrators shall be selected on the basis of their earliest availability in each case.

18.03 Procedure

The Arbitrator shall determine the procedure for resolving a dispute subject to the principles of fair and equitable treatment of the parties and the rules of natural justice. The decision of the Arbitrator will be final and binding upon the parties.

18.04 Restrictions on the Arbitrator

The Arbitrator is restricted to dealing with the questions designated in Clause 18.01 above and shall not have the power to change this Agreement by adding, deleting, amending, altering, or modifying any of its terms and conditions.

18.05 Costs

The fees and expenses of the arbitrator will be shared equally by the City and the Union.

18.06 Amending the Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by the written consent of the parties to this Agreement.

18.07 Witnesses

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

18.08 Employee Protection

No employee shall suffer any form of discipline, discrimination or harassment as a result of having filed a grievance or having taken part in any proceedings under this Article.

ARTICLE 19 - TECHNOLOGICAL CHANGE, RETRAINING AND SEVERANCE

19.01 New Equipment – Job Posting Procedure

If the City proposes the introduction of equipment due to technological change in their operations, the City agrees to give first opportunity to employees then on the payroll through the job posting procedures of this Agreement to operate the equipment.

19.02 Notification of Introduction of New Equipment

The City agrees to notify the Union no less than three (3) months in advance of the introduction of any new equipment that may cause a reduction of the work force.

19.03 Retraining for Employees – Loss of Jobs to Automation

The City agrees to work with the Union in order to arrange for training of employees whose jobs no longer exist as a result of automation, but whose seniority entitles them to continued employment. Such employees shall have the choice of taking the training provided or of accepting a layoff.

19.04 Termination of Employment – Technological Change

The following shall apply to the termination of employment of any employee due to Technological Change in the City's operations:

1. After 3 consecutive months of employment, the City becomes liable to pay an employee an amount equal to one week's wages as compensation of length of service.

2. The City's liability for compensation for length of service increases as follows:
 - (a) after 12 consecutive months of employment, to an amount equal to 2 weeks' wages
 - (b) after 3 consecutive years of employment, to an amount equal to 3 weeks' wages plus one additional weeks' wages for each additional year of employment, to a maximum of 8 weeks' wages.
3. The liability is deemed to be discharged if the employee
 - (a) is given written notice of termination as follows:
 - (i) one week's notice after 3 consecutive months of employment;
 - (ii) 2 week's notice after 12 consecutive months of employment;
 - (ii) 3 weeks' notice after 3 consecutive years of employment, plus one additional week for each additional year of employment, to a maximum of 8 weeks' notice; or (b) is given a combination of written notice under subsection (3)(a) and money equivalent to the amount the employer is liable to pay.
4. The amount the employer is liable to pay becomes payable on termination of the employment and is calculated by
 - (a) totaling all the employee's weekly wages, at the regular wage, during the last 8 weeks in which the employee worked normal or average hours of work,
 - (b) dividing the total by 8, and
 - (c) multiplying the result by the number of weeks' wages the employer is liable to pay.
5. For the purpose of determining the termination date under this article, the employment of an employee who is laid off for more than a temporary layoff is deemed to have been terminated at the beginning of the layoff.

ARTICLE 20 - TOOL INSURANCE

20.01 Insuring of Tools

The City shall, upon the signing of this Agreement, at its expense insure the tools of the mechanics which are required to be used in the performance of their work for loss by fire or burglary (as evidenced by visible signs of forcible entry). Each claim for loss by fire or burglary shall be adjusted separately and from the amount of each adjusted claim of which the sum of \$100.00 shall be deducted subject to the following provisions:

- (i) A list being supplied by the mechanics listing each tool and its replacement cost,
- (ii) The list of such tools so presented shall be subject to approval of the Employer for insurance purposes,
- (iii) The list shall be updated by the 21st day of December in each year in order for the City's Insurance Policy to become effective as of January 1st, in each year,
- (iv) The list of additional tools purchased during any year must be immediately given to the Employer for its approval for insurance purposes.

20.02 Reimbursement of Damaged/ Broken Tools

The City shall reimburse mechanics for tools damaged or broken at work to a maximum of three hundred and fifty dollars (\$350.00) per year per employee on the presentation to the Employer, of the damaged or broken tools, together with a receipt for the replacement of the tool. The reimbursement will be issued on a separate cheque.

ARTICLE 21 - WORK CLOTHES

21.01 Coveralls, Rain Gear, Rubber Boots & Gloves Provision

The City shall provide each employee requiring same, as determined by the Supervisor, sufficient coveralls and rain gear, including rubber boots and rubber gloves, which shall be maintained by the City. The full purchase and maintenance costs shall be borne by the City.

21.02 Winter Gloves –Outside Workers

Outside employees shall be issued one (1) pair of winter work gloves per year. The authorization of the Supervisor will be required where an employee requests another pair of gloves.

21.03 Safety Equipment

Safety equipment items, as required by the Workers' Compensation Board, with the exception of personal non-transferable items, shall be supplied and maintained by the City at no cost to the employee. All these items will be returned to the City upon leave of absence, layoff, termination or retirement.

21.04 Responsibility of Safety Equipment

Each employee issued with protective clothing or safety equipment will be responsible to the City for such issue.

21.05 Provisions of Uniforms

The City shall provide the Fire Prevention and Training Officer, Fire Prevention Inspector, Parking and Animal Control Officer, and any other employee required to wear a uniform, the following as required for that position;

Uniform tunic	Work Jacket	Trousers
Cold weather coat	Necktie	Coveralls
Shirt, dress	Oxfords	Uniform cap
Work boots		

The full purchase and maintenance cost of such uniforms shall be borne by the City. Replacement of each part shall be subject to need as approved by the Department Head.

21.06 Swim Suit Allowance

Each calendar year an allowance up to the amount of \$100.00 will be provided to full time Aquatic Staff for the purchase of swimsuits. This allowance will be paid on proof of purchase only. The reimbursement will be issued on a separate cheque.

21.07 Work Boot Allowance

Each calendar year an allowance up to the amount of \$200.00 will be provided to each full time employee and part time and seasonal employees entitled to benefits under Article 11.08 for the purchase of required Workers' Compensation Board regulated work boots. This allowance will be paid on submission of the original receipt. The reimbursement will be issued on a separate cheque.

ARTICLE 22 - SUB-CONTRACTING

22.01 Bargaining Unit Work

Work within the Bargaining Unit shall be performed by those persons coming within the Bargaining Unit who are members of the Union as prescribed herein, or who are eligible to become members. Management will not perform work of the Bargaining Unit except for emergencies, testing, demonstrations and training.

22.02 Contracting Out - No Loss of Employment

However, it is agreed the City may contract out repairs, maintenance and capital work so long as this action does not result in the loss of employment by any full time employee within the Bargaining Unit, provided they are fully qualified to undertake the required work.

22.03 Notification to Union of Contracting Out

Prior to subcontracting, the Union will be advised as to the nature of the work and an estimate of the cost of the contract and shall notify the Union prior to work commencing.

ARTICLE 23 - POSITIONS EXCLUDED FROM AGREEMENT

23.01 Positions Excluded from the Union

The following positions shall be excluded from the Union:

Chief Administrative Officer, Manager of Legislative Services, Executive Assistant, Manager of Human Resources, Manager of Economic Development, Director of Protective Services, Director of Finance, Manager of Finance, Manager of Information Technology, Director of Community Services, Manager of Active Living, General Manager of Planning and Operations, Director of Municipal Services, Manager of Water and Waste, Manager of Transportation & Buildings.

ARTICLE 24 - SHIFT DIFFERENTIAL

24.01 Shift Differential

- (a) Employees who work a shift commencing between the hours of 3:00 p.m. and 3:50 a.m. shall receive a \$0.85/ hour shift premium over their regular rate for all hours worked.

When the majority of hours worked fall between 3:00 p.m. and 3:50 a.m., the employee shall receive the shift premium for all hours worked during the shift.

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

- (b) All regularly scheduled employees required to work Saturdays and Sundays shall be paid a \$0.85/ hour shift premium, as outlined below, for all straight time hours worked on a Saturday or Sunday.

ARTICLE 25 - NO OTHER AGREEMENT

25.01 Agreements

No employee shall be required or permitted to make any written or verbal agreement with the City or its representatives which conflict with the terms of this Collective Agreement or which encroach upon the collective bargaining authority of the Union.

ARTICLE 26 - NO STRIKES OR LOCKOUTS

26.01 Legal Strike

The Employer shall not request, require, or direct, employees within this unit, to perform work resulting from legal strikes which would normally be performed by those on strike, nor shall the employees within this unit be in violation of this Collective Agreement for refusing to cross any legal picket line resulting from a legal strike as defined in the Labour Relations Code of British Columbia or Canada Labour Code.

ARTICLE 27 - RECLASSIFICATION & RATE CHANGES

27.01 Labour/ Management Liaison Committee

When a significant change occurs in the content of a job, or a new job is created, it shall be evaluated by a Labour/ Management Liaison Committee, composed of six (6) members with equal representation from the Union and Management. The Committee shall proceed to gather accurate, up-to-date information on the job. If 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 Labour/ Management Liaison Committee shall update the job description as required and determine the appropriate rate for the job by majority rule. The Committee may develop its own procedures and method of operation. In the event of a dead lock, the issue may be resolved at arbitration, without referral through the grievance procedure.

27.02 Reclassification Request in Writing and Response

A request for reclassification must be made by the employee in writing to the Employer. The Employer, within twenty working days, shall submit in writing to the Labour/ Management Liaison Committee, the Employee's request for reclassification with their recommendation. Reclassification shall be in accordance with Article 27.01 above.

27.03 Lower Rate

If a job is rated at a lower rate of pay, all incumbents of such job shall be identified as "Red Circled" and shall continue to receive all negotiated increases.

ARTICLE 28 - WORKERS' COMPENSATION

When an employee meets with an accident at work, he or she shall be paid a full day's wages for the day of the accident, where a valid compensation claim is approved.

ARTICLE 29 - SEXUAL AND OTHER WORKPLACE HARASSMENT

The City and the Union recognizes the right of all employees to work in an environment free from sexual harassment, personal harassment and all forms of abusive or disrespectful behaviour. The parties recognize that the exercise of normal supervisory authority does not constitute personal harassment.

ARTICLE 30 - NO DISCRIMINATION

The City and Union agrees that there shall be no discrimination exercised or practised with respect to any employee in the administration of this Collective Agreement by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sex, family status, nor by reason of his or her membership in the Union.

ARTICLE 31 - CAREER DEVELOPMENT AND TRAINING

31.01 Criteria

Unless otherwise indicated the following criteria applies for all training, and career development.

- All training courses must be pre-approved by the Employer.
- All staff training will be subject to approval by current budget availability and operational needs.
- Only those courses and programs related to the individual's employment with the City of Williams Lake, and which will be direct benefit to the employee, and, thereby to the Employer will be considered.
- For any course where internal courses are held regularly, staff will be required to take the training internally. Only in exceptional circumstances will staff be compensated for external courses that have been offered internally and at the sole discretion of the Employer.
- Any external training not pre-approved by the Employer will not be eligible for compensation of any type.
- Reimbursement for pre-approved training fees paid by the employee requires successful completion (passing grade) of the training, provision of receipt and copies of any certificates or diplomas are required.

31.02 Remuneration – Course Fees and Wage Payments

Non-Essential Training-Where an employee attends a pre-approved training/upgrading course. (Relating to their job function or City operations, but not deemed essential by the Employer), the employee shall not suffer any loss of regular wages. Should said course be held outside of the employee's regular hours of work, no remuneration shall be provided to the employee while in attendance, or travelling to, or from, the course. The City will pay up to 50% of the cost of the course registration and materials upon successful completion.

Employees may be required to continue their employment with the City in their current position for a pre-approved amount of time after reimbursement. Employees that do not comply with the

agreed to amount of time after attendance at a training/ upgrading course, may be required to reimburse the City a percentage of the expenses paid associated with the course.

Employer Directed Training- Where an employee participates in a City development, manpower or succession plan, the City will pay the full cost of the program, tuition fees and course materials. Travel and accommodation expenses will be paid by the Employer. An employee will suffer no loss of wages or benefits for normal working hours. Employees will be paid straight time on evenings and/ or weekends. No overtime, differentials or premium pay will apply for attendance, or while travelling.

Fitness Instructors are responsible for all costs associated with keeping their required certifications current.

31.03 Training Opportunities

When opportunity arises, senior employees in a category will be given first opportunity for on the job training. Once the senior employee meets the minimum requirements, the next most senior employee in the category will be given the training opportunities as they arise. It is understood that when a vacancy occurs, the competition provided for in Article 6.01 still applies. It is agreed that training may be provided simultaneously to multiple employees as long as the most senior employee is given the opportunity. The parties agree that employees will be paid their regular rate while engaged in on-the-job training.

The parties agree that three (3) members of Management will meet quarterly with three (3) individuals designated by the Union to review training and any concerns either party might have. Any concerns not resolved under the foregoing will be referred to the Chief Administrative Officer for his or her review.

ARTICLE 32 - DISCIPLINE

32.01 Union Assistance:

The employee shall have the right to have a Shop Steward present when subject to written reprimand or more serious discipline. Copies of all formal discipline letters shall be provided to the Union as soon as practical.

32.02 Discharge Procedure:

- (a) The City shall not discipline any employee bound by this Agreement except for just and reasonable cause. When an employee is discharged or suspended, he shall be given the reason in the presence of his Shop Steward. Such employee and the Union shall be advised immediately in writing by the City of the reason for such dismissal or suspension.

- (b) An employee considered by the Union to be wrongfully or improperly discharged or suspended shall be entitled to a hearing under Article 17, Grievance Procedure. Step 2 of the Grievance Procedure shall be omitted in such cases.
- (c) Should it be found upon investigation that an employee has been improperly suspended or discharged, such employee shall be immediately reinstated in his former position without loss of seniority rating and shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is proper and equitable in the opinion of the parties or in the opinion of the Board of Arbitration, if the matter is referred to such a Board.

32.03 Clearing of Records:

Provided there have been no further offences, any reference to discipline shall be removed from an employee's file after twenty-four (24) months.

32.04 Access to File:

All employees shall have the right to review their personnel files in the presence of a City representative during regular office hours. Reasonable requests for photocopying of documents in the file shall be supplied by the City.

If the employee requests, the City will agree that a Shop Steward be present and available to assist and advise the employee in his or her review. If authorized in writing by an employee, a Shop Steward may review the employees file on his or her behalf under the same conditions as set out above.

32.05 Notification:

An employee may, for just and reasonable cause, be disciplined or suspended without notice. The parties subscribe to the concept of progressive discipline and recognize that the normal steps may be bypassed in the case of serious infraction. Employees so disciplined or suspended shall have recourse to the Grievance Procedure.

Management staff shall have the right to discipline or suspend without notice, for just and reasonable cause.

The Union shall be notified in writing immediately of any discipline, which will form part of the employee's personnel file, or suspension action taken by management staff.

All employees who have completed the probationary period of employment shall be advised, in writing by the Department Head or designate, of the reason for their suspension or dismissal for cause within five (5) working days.

32.06 Failing to Grieve:

Failure to grieve previous discipline or to pursue such a grievance to arbitration shall not be considered to be an admission that such discipline was justified.

ARTICLE 33 - MEDICAL EXAMINATION EXPENSE

The City shall pay the cost of medical examinations for any employee who is required to have medicals for licences or certificates essential to the performance of his or her duties.

ARTICLE 34 - PAY EQUITY

It is agreed that the classifications now represent internal equity and any applications for reclassification for any position in the Bargaining Unit would have to demonstrate a significant change in job content from the date of signing of the Agreement.

ARTICLE 35 - JOB DESCRIPTIONS

The parties agree that any changes to the current job descriptions will be made known to the Union. If, in the view of the Union, the change(s) represent a significant change, then the provisions of Article 27 will apply. Such changes shall be brought to the attention of the Union prior to the posting of the job position.


ARTICLE 36 – CITY BUILDING SERVICES

In an emergency circumstance such as a Building Inspector vacancy at the City of Williams Lake, the Cariboo Regional District will pick up the Building Services function temporarily. All hours worked will require the Union dues be paid by the Employer.

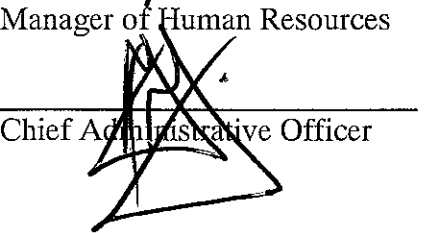
SIGNED ON BEHALF OF THE
CITY OF WILLIAMS LAKE



Mayor

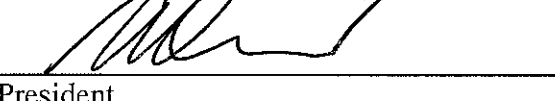


Manager of Human Resources

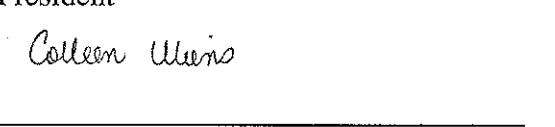


Chief Administrative Officer

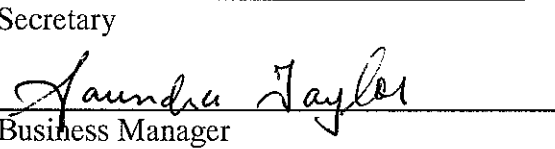
SIGNED ON BEHALF OF THE
INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 882B



President



Colleen Ueno



Secretary
Business Manager

LETTER OF UNDERSTANDING #2 BETWEEN:

CITY OF WILLIAMS LAKE

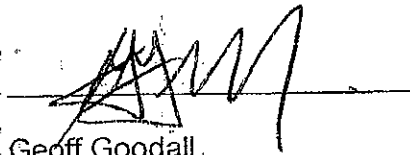
AND:

**INTERNATIONAL UNION OF OPERATING
ENGINEERS LOCAL 882-B**

Notwithstanding Article 22.02 of the Collective Agreement, the City may contract out custodial services for all City owned buildings, excluding the Cariboo Memorial Recreation Complex.

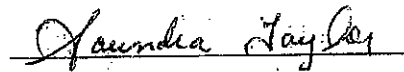
SIGNED this 26th day of February, 2013

For the City



Geoff Goodall
Acting Chief Administrative Officer
City of Williams Lake

For the Union



Sandra Taylor
Business Manager, IUOE

LETTER OF UNDERSTANDING #3 BETWEEN:

CITY OF WILLIAMS LAKE

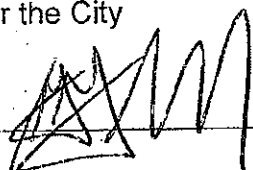
AND:

INTERNATIONAL UNION OF OPERATING
ENGINEERS LOCAL 882-B

1. The City agrees it will not reduce the annual hours of work set out in the attached list of positions for the duration of this collective agreement.
2. Where overtime is required, the City will offer such overtime in accordance with Article 8.05. Where employees have declined the overtime and there are not sufficient qualified employees available to perform the required overtime, the City shall assign the work to qualified employees from the positions set out in the attached list at the applicable rates set out in Article 8.

SIGNED this 26th day of February, 2013

For the City



Geoff Goodall
Acting Chief Administrative Officer
City of Williams Lake

For the Union



Sandra Taylor
Business Manager, IUOE

ATTACHMENT TO CORE SERVICES LETTER OF UNDERSTANDING

	CORE POSITIONS	ANNUAL HOURS
	<i>WATER/SEWER DIVISION</i>	
1	Water/Sewer Foremen	2080
2	Chief Water/Sewer Operator	2080
3	Utility Operator III	2080
4	Utility Operator II	2080
5	Utility Operator II	2080
6	Utility Operator I Floater	2080
	<i>TRANSPORTATION/ BUILDINGS DIVISION</i>	
7	Certified Mechanic	2080
8	Certified Mechanic	2080
9	Certified Mechanic	2080
10	Certified Electrician	2080
	<i>STREETS DIVISION</i>	
11	Equipment Operator III	2080
12	Equipment Operator III	2080
13	Equipment Operator III	2080
14	Equipment Operator II	2080
15	Equipment Operator II	2080
16	Equipment Operator II	2080
17	Equipment Operator I	2080
18	Equipment Operator I	2080
19	Equipment Operator I	2080
	<i>WINTER SEASONAL STREETS DIVISION</i>	
20	Equipment Operator II	640
21	Equipment Operator II	640
22	Equipment Operator I	640
	<i>PARKS SEASONAL</i>	
23	Irrigation/Service Person	1440
24	Parks Maintenance II	1440
25	Parks Maintenance I	1440
26	Parks Maintenance I (Cemetery)	1440
27	Gardener	1440
28	Gardener	1440

MEMORANDUM OF UNDERSTANDING #3(B)

Between

THE CITY OF WILLIAMS LAKE
(the "City")

And

INTERNATIONAL UNION OF OPERATING ENGINEERS – LOCAL 882-B
(the "Union")

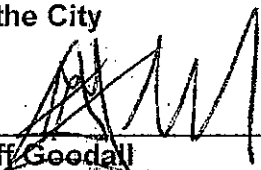
WHEREAS a Joint Union Management meeting was held on March 12, 2008 between the City and the Union;

AND WHEREAS discussions took place at that meeting regarding Municipal Services positions that may be required to participate in Municipal Services standby;

THE PARTIES HAVE AGREED that current employees, specifically John Dube, Jim Eastman and Nelson Landry, would not be required to participate in Municipal Services standby for as long as they remained in their current positions.

SIGNED this 26th day of February, 2013

For the City



Geoff Goodall
Acting Chief Administrative Officer
City of Williams Lake

For the Union



Sandra Taylor
Business Manager, IUOE

MEMORANDUM OF UNDERSTANDING #4

Between

**THE CITY OF WILLIAMS LAKE
(the "City")**

And

**INTERNATIONAL UNION OF OPERATING ENGINEERS – LOCAL 882-B
(the "Union")**

WHEREAS a Joint Union Management meeting was held on March 12, 2008 between the City and the Union;

AND WHEREAS discussions took place at that meeting regarding Municipal Services standby being taken as "time off" or in "pay"

THE PARTIES HAVE AGREED that current employees, specifically John Halfnights and George Bell, would be approved for two weeks leave of absence without pay per year, and receive the equivalent of two weeks standby payout, if requested; for the remainder of the time they were in their current positions;

THE PARTIES HAVE FURTHER AGREED that all other Municipal Services positions, and the positions held by John Halfnights, when vacated, and George Bell, when vacated, would receive **payment only** for Municipal Services standby.

SIGNED this 26th day of February, 2013

For the City



Geoff Goodal
Acting Chief Administrative Officer

For the Union



Sandra Taylor
Business Manager, IUOE

MEMORANDUM OF UNDERSTANDING #42

Between

**THE CITY OF WILLIAMS LAKE
(the "City")**

And

**INTERNATIONAL UNION OF OPERATING ENGINEERS – LOCAL 882-B
(the "Union")**

WHEREAS discussions have taken place between the City and the Union regarding organizational change in relation to the Airport Administration Coordinator position and the Airport Operations Coordinator position.

THE PARTIES HAVE AGREED that,

- Significant changes have been made to the Airport Administration Coordinator job description and it has been restructured as the Airport Coordinator.
- The Airport Coordinator wage rate will be \$34.45/hour and increase in accordance with the Collective Agreement thereafter.
- The Airport Operations Coordinator position will be considered redundant and an Airport Operator III position be created in its place.
- The City will appoint an employee as "Working Foreman" with a single rate of an additional \$2.65 per hour. If no employee wishes to fulfill the Working Foreman positions, or if the City does not feel there is a suitable candidate, the City is under no obligation to fill the position.
- The current employee's (Airport Operations Coordinator) wage rate will be grandfathered at \$32.59 per hour until he leaves the position.
- Once a new person steps into this role the wage will be an Airport Operator III rate and increase in accordance with the Collective Agreement thereafter.
- Changes to this agreement are subject to negotiation with the Union.

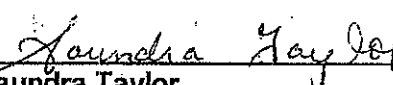
SIGNED this 26th day of February, 2013

For the City



Geoff Goodall
Acting Chief Administrative Officer
City of Williams Lake

For the Union



Sandra Taylor
Business Manager, IUOE

MEMORANDUM OF UNDERSTANDING #44

Between

THE CITY OF WILLIAMS LAKE
(the "City")

And

INTERNATIONAL UNION OF OPERATING ENGINEERS – LOCAL 882-B
(the "Union")

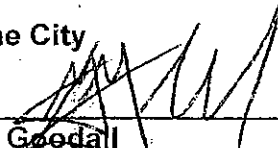
WHEREAS the City of Williams Lake and the IUOE have had discussions on the wage rate for the Planner position;

THE PARTIES HAVE AGREED that

- Significant changes have been made to the job description which requires a reclassification. Specifically, the Planner will now supervise the Planning Technicians and Planning students. The Planner will no longer receive the lead hand-rate.
- The Planner wage would be increased from \$35.55 to \$36.35, effective August 25, 2011 and increase in accordance with the Collective Agreement thereafter.

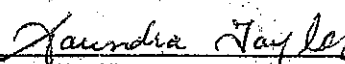
SIGNED this 26th day of February, 2013

For the City



Geoff Goodall
Acting Chief Administrative Officer
City of Williams Lake

For the Union



Sandra Taylor
Business Manager, IUOE

MEMORANDUM OF UNDERSTANDING #48

Between

**THE CITY OF WILLIAMS LAKE
(the "City")**

And

**INTERNATIONAL UNION OF OPERATING ENGINEERS – LOCAL 882-B
(the "Union")**

WHEREAS the City of Williams Lake and the IUOE have had discussions on the reclassification for the Certified Mechanic position;

THE PARTIES HAVE AGREED that

- An addition be made to the job description, under the heading General Statement of Duties: In addition, the incumbent may be required to work in different divisions within the Municipal Services Department and is responsible for carrying out instructions as required.
- An addition be made to the job description, under the heading Major Duties and Responsibilities: Other duties as may be assigned to assist with the City's day to day operations.
- An addition be made to the job description under the heading Qualifications, Skills and Experience: Must have Workplace Level 1 – First Aid.
- The current employees, specifically Dave Skarra and Ken Curiston would not be required to undertake these additions to the job description for as long as they remain in their current positions.

SIGNED this 26th day of February, 2013

For the City



Geoff Goodall
Acting Chief Administrative Officer
City of Williams Lake

For the Union



Sandra Taylor
Business Manager, IUOE

MEMORANDUM OF UNDERSTANDING #49

Between

THE CITY OF WILLIAMS LAKE
(the "City")

And

INTERNATIONAL UNION OF OPERATING ENGINEERS – LOCAL 882-B
(the "Union")

WHEREAS the City of Williams Lake and the IUOE have had discussions regarding the Gardener – seasonal core position that will be vacated temporarily for a one year period during portions of both the 2012 – 2013 seasons for the Streets/Parks Division of Municipal Services.

THE PARTIES HAVE AGREED that

- For the time period in which the Gardener – seasonal core position is temporarily vacated, a Parks Maintenance I - core position will undertake the required duties and schedule as required for the Streets/Parks Division of Municipal Services. The position will revert to the Gardener-seasonal core position upon the return of the incumbent or at the end of one year.

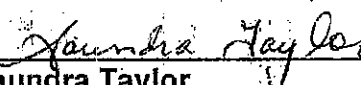
SIGNED this 26th day of February, 2013

For the City



Geoff Goodall
Acting Chief Administrative Officer
City of Williams Lake

For the Union



Sandra Taylor
Business Manager, IUOE

MEMORANDUM OF UNDERSTANDING #50

Between

**THE CITY OF WILLIAMS LAKE
(the "City")**

And

**INTERNATIONAL UNION OF OPERATING ENGINEERS – LOCAL 882-B
(the "Union")**

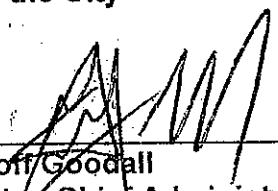
WHEREAS the City of Williams Lake and the IUOE have had discussions regarding the temporary appointment of a Deputy Approving Officer.

THE PARTIES HAVE AGREED that

For the time period commencing June 1, 2012 until the CAO transition is complete, the City Planner – Liliana Dragowska – is to be appointed Deputy Approving Officer. During this period the employee will receive a \$4.00 per hour premium to compensate fully for these additional duties.

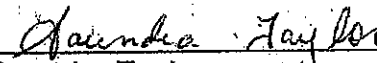
SIGNED this 26th day of February, 2013

For the City



Geoff Goodall
Acting Chief Administrative Officer
City of Williams Lake

For the Union



Sandra Taylor
Business Manager, IUOE

SCHEDULE "A"

CLASSIFICATION		WAGES/HOURS	WAGES/HOURS	WAGES/HOURS	WAGES/HOURS	
		1.75%	1.75%	2%	2%	
		1-Jul-12	1-Jul-13	1-Jul-14	1-Jul-15	
PROTECTIVE SERVICES						
Fire Prevention Officer		37.25	37.90	38.66	39.43	
Fire Training Officer		37.25	37.90	38.66	39.43	
Administrative Receptionist		24.73	25.16	25.66	26.17	
COMMUNITY SERVICES						
Cashier		16.74	17.03	17.37	17.72	
Cashier Clerk		19.57	19.91	20.31	20.71	
Booking Clerk		25.67	26.12	26.64	27.18	
Recreation Administration Coordinator		29.10	29.61	30.20	30.81	
Recreation Coordinator		31.04	31.59	32.22	32.86	
Skate Patrol		16.74	17.03	17.37	17.72	
Program Instructor I		16.74	17.03	17.37	17.72	
Program Instructor II		19.57	19.91	20.31	20.71	
Recreation Programmer		27.87	28.36	28.92	29.50	
Events and Marketing Coordinator		26.43	26.90	27.44	27.98	
Aquatic Staff I - Instructor		18.50	18.82	19.20	19.58	
Aquatic Staff I - Lifeguard		18.50	18.82	19.20	19.58	
Aquatic Staff II		19.57	19.91	20.31	20.71	
Aquatic Staff III		22.80	23.20	23.67	24.14	
Aquatic Staff Coordinator		30.14	30.67	31.28	31.90	
Fitness Instructor I		19.68	20.02	20.42	20.83	
Fitness Instructor II		22.80	23.20	23.67	24.14	
Facility Maintenance I		22.69	23.09	23.55	24.02	
Facility Maintenance II		25.72	26.17	26.70	27.23	
Facility Maintenance III		27.43	27.91	28.47	29.04	
Facility Maintenance IV		33.38	33.97	34.65	35.34	
Facility Maintenance Coordinator		35.13	35.75	36.46	37.19	

SCHEDULE "A"

CLASSIFICATION		WAGES/HOURS	WAGES/HOURS	WAGES/HOURS	WAGES/HOURS
		1.75%	1.75%	2%	2%
		1-Jul-12	1-Jul-13	1-Jul-14	1-Jul-15
CORPORATE SERVICES					
Corporate Services Assistant Coordinator		27.73	28.21	28.78	29.35
Corp. Services Records Management Coord.		29.10	29.61	30.20	30.81
Communications Coordinator		29.34	29.86	30.46	31.06
FINANCIAL SERVICES					
Receptionist /Cashier		25.24	25.69	26.20	26.72
Accounting Clerk		27.73	28.21	28.78	29.35
Senior Accounting Clerk		29.60	30.12	30.72	31.33
Financial Accountant		31.04	31.59	32.22	32.86
Purchasing Agent		34.12	34.71	35.41	36.12
RCMP					
Senior Data Entry Clerk		25.93	26.38	26.91	27.45
Watch Clerk		25.93	26.38	26.91	27.45
Front Counter Call Taker and Backup Clerk		25.93	26.38	26.91	27.45
Relief Detachment Clerk		25.93	26.38	26.91	27.45
PLANNING AND OPERATIONS					
Development Services Coordinator		29.10	29.61	30.20	30.81
Planning Clerk		29.10	29.61	30.20	30.81
Bylaw Services Officer		28.09	28.58	29.16	29.74
Senior Bylaw Services Officer		35.05	35.67	36.38	37.11
Planning Technician		34.12	34.71	35.41	36.12
Planner		36.99	37.63	38.39	39.15
Engineering Technologist		34.12	34.71	35.41	36.12
Senior Building Inspector		39.69	40.38	41.19	42.02

SCHEDULE "A"

CLASSIFICATION		WAGES/HOURS	WAGES/HOURS	WAGES/HOURS	WAGES/HOURS
		1.75%	1.75%	2%	2%
		1-Jul-12	1-Jul-13	1-Jul-14	1-Jul-15
MUNICIPAL SERVICES					
Streets/Parks					
Student (75% of Labourer I)		17.03	17.33	17.68	18.03
Labourer I		22.69	23.09	23.55	24.02
Equipment Operator I		27.43	27.91	28.47	29.04
Equipment Operator II		28.76	29.27	29.85	30.45
Equipment Operator III		29.26	29.78	30.37	30.98
Parks Maintenance I		27.43	27.91	28.47	29.04
Parks Maintenance I - Cemetary		27.43	27.91	28.47	29.04
Parks Maintenance II		28.76	29.27	29.85	30.45
Irrigation and Service Person		29.26	29.78	30.37	30.98
Gardener		29.26	29.78	30.37	30.98
Water/Sewer					
Labourer I - Water/Sewer - Seasonal		22.69	23.09	23.55	24.02
Certified Utility Operator I		28.05	28.54	29.11	29.70
Certified Utility Operator II		29.43	29.94	30.54	31.15
Certified Utility Operator III		30.64	31.17	31.80	32.43
Chief Water/Sewer Treatment Plant Operator		32.13	32.69	33.35	34.02
Shared Services					
Certified Electrician		33.38	33.97	34.65	35.34
Certified Mechanic		33.38	33.97	34.65	35.34
Airport					
Airport Coordinator		35.05	35.67	36.38	37.11
Airport Operator II		28.76	29.27	29.85	30.45
Airport Operator III		30.10	30.62	31.24	31.86

Article 7.01 SCHEDULE "B"

Full Time	Daily Hours	Weekly Hrs	Meal Break	Days	Maximum Days/Week
Outside Workers	8	40	one-half hour (.5) unpaid	consecutive days off	5
Airport Workers	8	40	one-half hour (.5) paid	consecutive days off	5
Inside Workers	7.5	37.5	one-half hour (.5) unpaid	consecutive days off	5
Recreation Complex:					
Aquatic Employees	up to 10	37.5	one-half hour (.5) unpaid	consecutive days off	6
Maintenance Employees	8	40	one-half hour (.5) paid	consecutive days off	5
Administration & Recreation staff	7.5	37.5	one-half hour (.5) unpaid	consecutive days off	5
Firefighters	7.5	37.5	one-half hour (.5) unpaid	consecutive days off	5
RCMP Watch Clerks	10.19	Avg 37.5 Hrs	one-half hour (.5) unpaid	4 days on 4 days off 2 day shifts 2 evening shifts	
RCMP Front Counter Clerk and Senior Records Clerk	7.5	37.5	one-half hour (.5) unpaid	consecutive days off	5
Senior Bylaw Officer	7.5	37.5	one-half hour (.5) unpaid	consecutive days off	5
Bylaw Service Officer	8	40	one-half hour (.5) unpaid	consecutive days off	5

Part Time					
Recreation Programmer	up to 7.5	up to 18.75	one-half hour (.5) unpaid		6

Casual	Daily Hours	Weekly Hrs	Meal Break	Days	Maximum Days/Week
Recreation Complex:					
Aquatic Employees	up to 10	up to 37.5	up to one-half hour (.5) unpaid		6
Maintenance Employees	up to 8	up to 40	up to one-half hour (.5) paid		5
Administration & Recreation staff	up to 7.5	up to 37.5	up to one-half hour (.5) unpaid		6