

**COLLECTIVE AGREEMENT**

**BETWEEN**



**TOWN OF SMITHERS**

**AND**



**CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 1570**

**JANUARY 1, 2011 to DECEMBER 31, 2013**

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**COLLECTIVE AGREEMENT**

**BETWEEN:**

**THE TOWN OF SMITHERS**  
(hereinafter called the "Town")

Party of the First Part

**AND:**

**CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE)**  
AND ITS LOCAL 1570  
(hereinafter called the "Union")

Party of the Second Part

**ARTICLE 1      OBJECT**

**1.01      Object**

The object of this Agreement is to promote and continue the existing harmonious relations, co-operation and understanding between the Town and its employees and to:

- (a) recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, hours of work and rates of pay,
- (b) for facilitating the prompt, fair and peaceful settlement of grievances.

**ARTICLE 2      GENERAL**

**2.01      Plural or Feminine Terms May Apply**

Whenever the singular or masculine is used in the Agreement, it shall be considered as if the plural or feminine has been used where the context of the Party or Parties hereto so require.

**ARTICLE 3      LABOUR MANAGEMENT RELATIONS COMMITTEE**

**3.01      Establishment of Committee**

A Labour Management Relations Committee shall be established consisting of four (4) representatives of the Union and four (4) representatives of the Town.



### **3.02 Meetings of Committee**

The Committee shall enjoy the full support of both Parties and shall meet once per month or as otherwise mutually agreed. Employees will not suffer loss of pay for attendance at such meetings.

### **3.03 Purpose of Committee**

Without limiting the purpose of the Committee, it shall concern itself with improving the relations between the Town and its employees; improving service to the citizens of Smithers; and correcting matters of mutual concern. The Committee shall not deal with grievances filed pursuant to the Collective Agreement. An agenda shall be mutually agreed upon not less than four (4) working days prior to each committee meeting and only agenda items shall be discussed at committee meetings, unless the Parties agree otherwise.

### **3.04 Minutes of the Committee**

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting and thereafter they shall be posted on the bulletin boards at the Works Yard, Town Office, Arena and RCMP Detachment, and the Airport.

## **ARTICLE 4 UNION RECOGNITION**

### **4.01 Bargaining Agent**

The Town of Smithers recognizes the Canadian Union of Public Employees, Local 1570, as the sole collective bargaining agent for all its employees including employees at the Smithers Airport as certified by the Labour Relations Board of British Columbia.

### **4.02 Right to Assistance from CUPE Representatives**

The Union reserves the right to have assistance from an official of the Canadian Union of Public Employees in its dealings with the Town.

## **ARTICLE 5 NO DISCRIMINATION**

### **5.01 No Discrimination**

There shall be no discrimination or coercion by the Town or by the Union against any employee because of the employee's Union or non-union affiliations with other Unions, or against any employee because of his activity, or lack of activity in Union affairs, or because of race, creed, colour, sex, nationality or religion. Unless otherwise herein specifically provided, Union activities shall not be pursued during working hours.

## **5.02 Harassment**

- (a) All employees have the right to work in an environment free from sexual and personal harassment. The Parties agree to cooperate in attempting to resolve in a confidential manner all allegations of harassment in the workplace.
- (b) The Town undertakes to discipline any person in its employment proven to have engaged in harassment of another employee.
- (c) Any complaint of harassment which is not satisfactorily resolved shall be adjudicated under Article 21.04.
- (d) For purposes of this Article, sexual harassment is defined as any comment or conduct of a sexual nature that is known or ought to be reasonably known to be unwelcome and shall include, but is not limited to:
  - (1) sexual solicitation or advances; inappropriate touching or sexual comments; or
  - (2) any threat of reprisal which might reasonably be perceived as placing a condition on employment by a person in authority after the above conduct has been rejected.
- (e) For purposes of this Article, personal harassment is defined as: verbal threats and/or verbal abuse, derogatory comments that ought reasonably to be known to be offensive, physical threats and/or physical abuse, and/or intimidation.
- (f) Nothing in the above definitions or any application thereof is intended to reduce, restrict or fetter the Town's right and ability to direct, manage and/or discipline employees.
- (g) When an allegation of harassment proves to be malicious in nature, the complainant may be subject to appropriate discipline.

## **ARTICLE 6 UNION SHOP**

### **6.01 Membership Card**

All new employees, upon being hired, will sign a Union membership card and authorization for the deduction of Union dues. Union membership fees will be deducted from the first paycheque. Union dues will then be deducted off each pay period.

## **6.02 Deductions**

The Town shall deduct membership fees and monthly dues from the employee. By the 15<sup>th</sup> day of each month the Town shall submit to the Union the fees and dues collected and a statement showing the employees for whom the deductions were made.

## **6.03 New Employees**

- (a) The Parties agree that at the time of hiring, all new employees will be advised of the current Union Officers and Stewards. The Town agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment. In addition, all new employees will be provided information on Safety and Health, Town Procedures and Policies that apply to that employee.
- (b) The Town shall introduce newly hired employees to a Union representative in the workplace. The Union representative will be given an opportunity, not to exceed fifteen (15) minutes, to talk to the new employee and provide the new employee with a copy of this Agreement and the Union's Bylaws.

## **6.04 Union Representatives**

The Union shall advise the Town in writing of the names of its Shop Stewards and Union officials within thirty (30) days of any changes in appointments.

## **6.05 Union Dues Receipts**

At the time the Income Tax (T-4) slips are made available, the Town agrees to include the amount of Union dues paid by each Union member in the previous year.

# **ARTICLE 7 MANAGEMENT'S RIGHTS**

## **7.01 Right of the Town to Manage Its Affairs and Operations**

The Union recognizes the rights of the Town to manage its affairs and operations without restricting the rights of the employees under the terms of this Agreement. It further recognizes the right of the Town to direct its working force, including, but not limited to, the right to hire, promote, layoff or transfer employees; the right to assign work and the right to discipline employees for just cause.

## **7.02 Union Notification**

The Town agrees to notify the Union, in writing, when an employee covered by this Agreement is, hired, promoted, demoted, transferred, laid off, recalled, resigns, is disciplined, suspended, or is terminated.

## **ARTICLE 8      SENIORITY**

### **8.01      Seniority Defined**

Seniority is defined as the length of service in the bargaining unit, and shall operate on a bargaining-unit-wide basis.

### **8.02      Seniority List**

The Town shall maintain a seniority list showing the date upon which each employee's service commenced and his accumulated seniority. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January and August of each year.

### **8.03      Seniority Accumulation**

Seniority for non-probationary employees shall be accumulated while working and shall be accumulated in instances of absence due to:

- (a) bereavement leave;
- (b) annual vacation;
- (c) jury duty or as a witness under subpoena;
- (d) statutory holidays;
- (e) maternity leave;
- (f) Union leave for which seniority shall accumulate during the first twenty (20) working days per year;
- (g) general leave for which seniority shall accumulate during the first twenty (20) working days per year;
- (h) illness or accident not covered by the Workers' Compensation Board Regulations;
- (i) a work-related incident covered by Workers' Compensation Board Regulations.

Other instances of absence from work shall not accumulate seniority but only retain accumulated seniority.

#### **8.04 Loss of Seniority**

Seniority shall be lost in the event the employee:

- (a) resigns;
- (b) is discharged for just cause and is not reinstated;
- (c) fails to return to work within ten (10) calendar days after having been notified of recall, unless through illness or other sufficient reason. The employee shall be responsible to inform the Town about his current address and phone number;
- (d) is laid off for a period in excess of nine (9) months where the person laid off has less than one (1) year of service; and
- (e) is laid off for a period in excess of twelve (12) months where the person laid off has one (1) or more years of service.

#### **8.05 Casual and Temporary Employees**

Casual and temporary employees who are appointed to a posted regular position under Article 19 after January 22, 2008 shall, coincidental with such appointment, have their seniority as a regular employee adjusted to include the days they actually worked as a casual or temporary employee prior to their regular appointment. For each full block of twenty (20) days the employee actually worked as a casual or temporary employee prior to his/her regular appointment, his/her regular employee seniority date shall be backdated by one (1) month. Partial blocks shall not count for this purpose. (For example, if the employee worked two hundred and five (205) days as a casual or temporary employee, his regular employee seniority date shall be backdated by ten (10) months). Regular employees who are on probation as at January 22, 2008 shall be covered by this Article, as applicable.

*Calculation  
Sr for C + TS  
also become  
regular.*

### **ARTICLE 9 LAYOFF AND RECALL**

#### **9.01 Layoff by Seniority**

In the event of layoff, probationary employees in the affected classification(s) shall be laid off first, and thereafter, employees in the affected classification(s) shall be laid off in reverse order of seniority.

## **9.02 Layoff Notice**

- (a) This Article shall apply to those employees who have completed their probationary period and who are normally scheduled to work a regular work week.
- (b) In the event that an employee is laid off, the Town agrees to provide those employees with the following notice:
  - (1) Greater than six (6) months but less than two (2) years' service - two (2) weeks' notice;
  - (2) Greater than two (2) years' service - an additional week's notice for each year of service up to a maximum of eight (8) week's notice.
  - (3) By mutual agreement between the employee, the Union and the Department Head, the employee may continue to work on a day-to-day basis after the day of layoff stated in said notice, and no further notice shall be required in such cases.
- (c) In the event that an employee on the recall list has been notified to return to employment which is less than two (2) months in duration, then subsequent notice of layoff is not required.

## **9.03 Bumping Procedure**

- (a) For the purpose of this Article, Departments are defined as:
  - (1) Development Services
  - (2) Office Workers/Administration and Finance (including Clerk Typist)
  - (3) Works and Operations (excluding Clerk Typist)
  - (4) RCMP Detachment CUPE employees.
  - (5) Airport
- (b) In the event of a layoff, such layoff shall be by classification within a Department. The employee with the least seniority shall be the first laid off.
- (c) An employee who has been laid off from a classification may displace a less senior employee in any classification within the same Department providing that the employee has the ability and qualifications to perform the job.
- (d) In the event the laid off or displaced employee does not have the ability or qualifications to fill a position within his Department, then the employee may exercise bumping rights on a bargaining-unit-wide basis and displace a less senior employee in any other Department, provided the employee has the ability and qualifications to perform the job.
- (e) An employee being displaced must be the least senior employee in that classification within that Department.

- (f) An employee being laid off or displaced shall, within three (3) working shifts of his receiving written notification of his layoff, submit in writing to the Chief Administrative Officer notice of:
- (1) his intention to exercise his bumping rights;
  - (2) the position into which he wishes to bump; and
  - (3) his qualifications for the new position.

Upon receipt of the employee's notice, the Department Head will, within three (3) working days, advise the employee as to the acceptability of the employee's application.

#### **9.04 Recall by Seniority**

Laid off employees shall be entitled to recall in order of seniority, provided they are qualified to do the work available and their recall rights have not expired. Notification of recall may either be in the form of a person-to-person phone call or in writing by registered mail to his last known address. Where there is no reply within ten (10) calendar days of mailing the recall notice then that employee's seniority entitlement and right of recall will be cancelled. In instances where an employee receives recall notice and where he is unable to return to work for reasons satisfactory to the supervisor then he will not have his seniority rights cancelled provided he responds to the next recall notice.

#### **9.05 Seniority Retention**

Seniority accumulated prior to layoff shall be retained when the employee accepts a recall as per Article 9.04.

#### **9.06 Severance Pay**

An employee who is laid off may choose, within thirty (30) days after his effective date of layoff to be paid severance pay. In that event, the employee relinquishes all rights under this Agreement. Severance pay for such employees will be payable as follows:

- (a) greater than 6 months but less than 3 years service - two weeks pay;
- (b) more than 3 years - 3 weeks pay;
- (c) more than 4 years - 4 weeks pay;
- (d) more than 5 years - 5 weeks pay;
- (e) more than 6 years - 6 weeks pay;
- (f) more than 7 years - 7 weeks pay;
- (g) more than 8 years - 8 weeks pay.

## **ARTICLE 10      PROBATION**

### **10.01      New Employees**

- (a) All new employees shall be considered to be on probation until the satisfactory completion of sixty (60) days of work. Any number of hours worked in a calendar day constitutes a day of work.
- (b) Newly-hired employees in the senior positions: Senior Engineering Technician, Operations Supervisor, Utility Operator IV, Certified Mechanic, and the Airport Maintenance - Mechanic Supervisor shall be considered on probation until the satisfactory completion of one hundred and twenty (120) working days of employment.

### **10.02      Probationary Period**

The probationary period shall be for the purpose of determining a person's suitability for regular employment in that position in which the person is placed in probationary capacity. At any time during that period, the employment of a probationary employee may be terminated if it can be satisfactorily shown that the employee is unsuitable for regular employment.

A probationary employee's suitability for regular employment will be decided on the basis of factors including but not limited to:

- (a) the quality of work;
- (b) conduct
- (c) capability to work harmoniously with others; and
- (d) ability to meet production standards set by the Town.

### **10.03      Completion of the Probationary Period**

Upon completion of the probationary period, seniority, vacation and sick leave shall date back to the original date of employment.

## **ARTICLE 11      HOURS OF WORK**

(See Appendix A & B)

### **11.01      Regular Work Week and Day**

The regular work week shall be forty (40) hours for outside and engineering staff, Monday to Friday; clerical staff, thirty-five (35) hours; RCMP Detachment CUPE employees thirty-seven and one-half (37.5) hours, Monday to Friday.

- (a) For those employees who work eight (8) hours per day, the regular work day shall be any eight (8) consecutive hours between 4:00 a.m. and 5:00 p.m., exclusive of one-half (1/2) hour for lunch for outside and engineering staff. Engineering staff will be entitled to one (1) hour lunch break. Working hours for outside and engineering staff shall be scheduled by mutual agreement between the employees involved and the supervisor.



- (b) For those employees who work seven (7) hours per day, the regular work day shall be any seven (7) consecutive hours, as designated by the Town, between 7:00 a.m. and 5:00 p.m., exclusive of one (1) hour for lunch for clerical staff.
- (c) For those employees who work seven and one half (7.5) hours per day, the regular work day shall be any seven and one-half (7.5) consecutive hours as designated by the Town between 7:00 a.m. and 6:00 p.m., exclusive of one (1) hour for lunch for RCMP Detachment CUPE employees. Preschool Instructors shall be up to seven and one half (7.5) hours per day depending on the requirements of the job with one half (1/2) hour for lunch.
- (d) A ten (10) minute rest period shall be allowed on the job site at the mid-point in the morning and at the mid-point in the afternoon of each day shift. Rest periods shall be allowed during the afternoon and night shifts, at appropriate intervals.

### **11.02 Airport Maintenance Employees**

- a) The regular full-time work week for Airport Maintenance employees from April 1<sup>st</sup> to October 31<sup>st</sup> is defined as forty (40) hours. In the period from November 1<sup>st</sup> to March 31<sup>st</sup>, the normal full-time hours for maintenance employees shall be defined as eight (80) hours in any two (2) week pay period.
- b) The regular work day between April 1<sup>st</sup> – October 31<sup>st</sup> shall be any ten (10) consecutive hours between 6:00 a.m. and 8:00 p.m. And, the normal work day between November 1<sup>st</sup> and March 31<sup>st</sup> shall be any combination of twelve (12) consecutive hours and eight (8) consecutive hours between 6:00 a.m. and 10:00 p.m. so as to average eighty (80) hours in any two (2) week pay period. The above notwithstanding, the Town may change the length of shifts and/or the hourly periods each day when shifts may be worked in order to best meet its operational requirements in the future, after providing notice of such change to the Union and after discussing the change with the Union, if the Union requests.
- c) The Town shall provide a posted work schedule for all Airport Maintenance employees on a monthly basis. Operational requirements permitting, the Town shall provide not less than forty-eight (48) hours notice to regular full-time and regular part-time employees, when it changes their normal work shift. If such notice is not given, it shall result in overtime rates being paid to affected eligible employees on the first shift worked during the notice period, provided always that operational requirements permit such notice to have been given.
- d) Airport Maintenance employees, who work regularly scheduled shifts longer than eight (8) hours and who take paid time off, shall have the applicable, bank, accrual or entitlement converted to hours, which bank, accrual or entitlement shall then be reduced by the number of hours the employee actually takes off.

- e) Overtime hours worked beyond the regular shift will be paid at one and one-half (1½) times the employee's basic hourly rate for the first one (1) hour and double time thereafter.
- f) Article 12.02 notwithstanding, Airport Maintenance employees shall be paid overtime for hours worked in excess of their regularly scheduled shift on any work day, or in excess of forty (40) hours in any work week. Notwithstanding this, in the period from November 1<sup>st</sup> to March 31<sup>st</sup>, overtime will be paid for work in excess of eighty (80) hours in any two (2) week pay period.
- g) For regular hours worked on Saturday and Sunday, an employee shall be paid a premium of one dollar and fifteen cents (\$1.15) per hour over his regular wage rate. Where two (2) or more premiums apply, only the higher premium shall be paid.
- h) All regular employees will work no more than five (5) consecutive days followed by two (2) days off.

### **11.03 PCSO Hours of Work**

The regular hours of work per week for the Prevention and Community Safety Officer will be forty (40) hours per week, for five (5) consecutive days of work, followed by two (2) consecutive days of rest. Additionally, such employee when required shall work a split shift, provided:

- (a) such split shifts shall be performed within a twelve (12) hour period, and
- (b) such shifts may only be split once per day.

### **11.04 Minimum Hours**

An employee reporting to work in fit condition shall be paid a minimum of two (2) hours pay at his basic rate or upon commencing work shall be paid four (4) hours pay at his basic rate, except in instances where interruption in work is beyond the control of the Town, in which case two (2) hours pay will be paid.

### **11.05 Meal Break**

When an employee is required by the Town to work more than five (5) continuous hours without being provided a meal break, the Town shall provide the employee with a hot meal, to a maximum of fifteen dollars (\$15.00). Receipts must be provided.

### **11.06 Job Sharing**

When two individuals wish to job share one full time position, they shall make a written request to the Town, with a copy to the Union. The request shall specify the basis of the sharing, set out the details of how the duties and responsibilities will be shared and communicated, and will be in accordance with this Article.

All proposals and the feasibility of implementation will be considered by the Town. The Town's response, including any suggested alterations to proposals shall be sent, in writing, to the employees and the Union, and shall be based on the following principles:

- (a) Service is not negatively impacted.
- (b) Productivity is not negatively impacted.
- (c) There are no additional costs to the Town beyond those associated with normal orientation and transition, and statutory CPP, EI, WCB and vacation pay requirements.
- (d) Job continuity is not negatively affected and skill levels are satisfactory.
- (e) Job sharing arrangements may be limited to one position per work area.
- (f) Each person involved has the skills, knowledge, abilities and qualifications for the position.
- (g) Any current Full time employee will indicate their support for Job Sharing their position in writing.
- (h) The new employee is subject to the applicable probationary period for the position in question.

Job sharing shall be on the basis of the following:

- (a) One person working alternatively three (3) days every week and the other working alternatively two (2) days; or
- (b) Each person working two and one-half (2½) days each week; or
- (c) Each person working one-half (½) day five (5) days per week; or
- (d) Each person alternating one (1) week worked and one (1) week off.

The individuals job sharing a position shall be classified as Regular Part-Time Employees as per Article 28.02 of the Collective Agreement. Any additional hours required for the position shall be offered, in seniority order to the persons sharing the position.

There shall be one full benefit package available per job shared position; the individuals wishing to Job share shall decide between them how the benefits will be allocated, and indicate such decision in writing to the Town and the Union. If the individuals cannot agree the Job sharing arrangement may be eliminated by the Town.

The new employee who job shares with an existing full-time employee will waive some or all benefits as per the above paragraph or job sharing may not be feasible due to additional costs.

The job sharing arrangement shall be at an end if:

- (a) One of the employees involved in the arrangement is no longer an employee of the Town of Smithers.
- (b) One of the job sharers is the successful applicant for a vacancy; or
- (c) The Town finds that job sharing is not working satisfactorily, and gives thirty (30) days notice, and the employees return to the previous positions; or

If the junior employee leaves the position under (1) or (2) above, the position shall first be offered on a full time basis to the senior employee in the position. Should the senior employee refuse the extra hours, the position shall be posted. If the senior employee leaves the position it shall be posted.

If the Town eliminates the position, both job sharers shall be given layoff notice in accordance with Article 9 of the Collective Agreement. If the Town reduces the hours of the position, the junior employee shall be given layoff notice in accordance with Article 9 of the Collective Agreement.

In the event the Town cancels a job-share arrangement because of any of the conditions in (1), (2) or (3) above, such decision shall not be grievable.

## **ARTICLE 12 OVERTIME**

### **12.01 Authorization**

All overtime work must be authorized in advance by the employee's Department Head.

### **12.02 Overtime by Department**

- (a) Works and Operations employees and Development Services employees (excluding Planner and Building Inspector), excluding Airport maintenance employees covered Article 11.02, will be paid overtime for all hours worked in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week.
- (b) Office workers, (including airport office workers), Planners, and Building Inspectors will be paid overtime for all hours worked in excess of seven (7) hours in any one (1) day or thirty-five (35) hours in any one (1) week.
- (c) RCMP Detachment CUPE employees will be paid overtime for all hours worked in excess of seven and one-half (7.5) hours in any one (1) day or thirty-seven and one-half (37.5) hours in any one (1) week.

### **12.03 Overtime Hours Worked Beyond the Regular Shift**

Overtime hours worked beyond the regular shift will be paid at one and one-half (1½) times the employee's basic hourly rate for the first one (1) hour and at double time thereafter.

#### **12.04 Overtime Hours Worked on an Employee's Day of Rest**

Overtime hours worked on an employee's day of rest or a Statutory Holiday will be paid at double the employee's basic hourly rate, except where an employee is regularly scheduled to work on those days. Those employees regularly scheduled to work on Saturday and Sunday shall be paid at double the employee's basic hourly rate when working on their scheduled days of rest.

#### **12.05 Deferred Payment for Overtime**

An employee may elect to defer payment for overtime and, instead of payment, may choose to take the equivalent time off at a later date as mutually agreed between the employee and Department Head.

Any unused overtime carried over shall be paid out at the request of the employee, at the rate of pay earned. At no time shall an employee's accumulated overtime exceed the one hundred and twenty (120) hours.

### **ARTICLE 13 EMERGENCY CALL-OUT**

#### **13.01 Call-Out Definition**

Call-Out is when an employee is notified [at his place of residence] that his services are required for an emergency.

#### **13.02 Overtime and Call-Outs Divided Equally**

Overtime and call-outs shall be divided equally between employees who are willing and qualified to perform the available work.

#### **13.03 Emergency Call-Out**

Emergency call-out time shall be paid at overtime rates of pay, with a minimum of two (2) hours at two (2) times the basic hourly rates.

#### **13.04 Called Back for an Emergency - Outside of Normal Working Hours**

For anyone who is called back (at their residence) for an emergency, outside of normal working hours, the Town of Smithers will pay the individual the premium rate for the hours actually worked pursuant to Article 13.03.

#### **13.05 List of Employees for Call-Out**

The Department Head shall periodically establish a list of employees who:

- (a) are capable of performing the work required;
- (b) are willing to work the call-out or overtime;
- (c) such list shall be in order of seniority and qualification; and
- (d) the Department Head will call employees from the list in a descending order. Once the Department Head or designate has proceeded to call employees through the list they will start again from the top of the list.

### **13.06 Administration of Emergency Call-Outs**

The Town recognizes an equitable solution for the administering of Emergency Call-Outs for all employees. However, it must also be recognized that Department Head Staff cannot be held responsible when third party (public) calls are made directly to certain employees. Employees can assist with this Article by adhering to the schedule that is posted.

### **13.07 Log Books of All Call-Out Hours**

The Town shall maintain a log book in each Department of all call-out (overtime) hours worked, and such log book shall be open for inspection for employees in their departments. It shall be the responsibility of each employee to periodically inspect the log book.

### **13.08 An Employee Unable to be Contacted or Refusal of Work**

Any employee unable to be contacted or refusing the scheduled overtime or call-out work shall have the offered time recorded as if worked.

### **13.09 Judging the Necessity for Emergency Call-Out**

The necessity for emergency call-out and emergency work shall be judged by the employee's Department Head or designate.

### **13.10 Hot Meal**

A hot meal, to a limit of fifteen dollars (\$15.00), will be provided by the Town for employees required to work in excess of four (4) hours on an emergency call-out. Receipts must be provided.

### **13.11 Operations Supervisor**

It shall not be considered a call-out and overtime rates shall not apply when the Operations Supervisor performs the following duties outside of his/her regular working hours including weekends and statutory holidays: organizing, scheduling, and coordinating crew-members as required.

## **ARTICLE 14 STANDBY**

### **14.01 Standby**

- (a) The standby premium under this section applies when a bargaining unit employee is required to carry the designated cell phone or pager and to respond to emergencies that occur outside of his/her normally and regularly scheduled straight-time hours.
- (b) Where bargaining unit employees are required to standby they shall be compensated on the basis of one-half (1/2) hour for each four (4) hour period or part thereof on standby.

- (c) The Town shall develop an equitable method of assigning standby duty to bargaining unit employees who are qualified to adequately respond to the type of emergencies that normally occur.
- (d) Standby time may be paid out or banked pursuant to Article 12.05.

## **ARTICLE 15      PREMIUM PAY**

(See Appendix B)

### **15.01      Dirty Pay**

Dirty pay will be paid, for working on live sanitary sewers only, at the rate of one dollar and forty cents (\$1.40) per hour.

### **15.02      Lead Hand**

- (a) In instances where a job or project (usually with one site) employing three (3) or more persons can be more efficiently performed through the use of a Lead Hand, then the Department Head may designate such a person. The premium pay of one dollar and fifty cents (\$1.50) per hour will be above the employee's own rate or above the highest rate the Lead Hand supervises, whichever is greater. This premium shall not be included when calculating overtime (no pyramiding).
- (b) The Town shall designate a Lead Hand within the Airport Maintenance – Mechanic/Operator II classification on second shift during the winter season (November 1<sup>st</sup> to March 31<sup>st</sup>). The person so designated shall be paid a Lead Hand premium of one dollar and fifty cents (\$1.50) per hour for all hours worked in such capacity. This premium shall not be included when calculating overtime (no pyramiding).
- (c) The Town shall designate a temporary Lead Hand within the Airport Maintenance - Mechanic/Operator II classification to replace the Mechanic Supervisor when he is absent for longer than one (1) working day, to cover the absent Supervisor's shift(s).

### **15.03      Refrigeration Certification**

Those employees required by the Town to have a valid Refrigeration Certification will be paid fifty cents (\$0.50) per hour when the Certification is required.

### **15.04      Tools**

The Town shall supply the tools required to be used in the performance of work.

### **15.05      Where Two or More Premiums Apply**

Where two (2) or more premiums apply, only the higher premium shall be paid, except for Dirty Pay and Refrigeration Certificate premium and shift differential. Premiums paid under this Article shall not be pyramided when overtime rates are being paid.

## **15.06 Shift Differential**

A shift differential of one dollar and forty cents (\$1.40) per hour shall be paid for all shifts scheduled between 6:00 p.m. and 7:00 a.m., excluding the Prevention and Community Safety Officer.

## **ARTICLE 16 HEALTH AND WELFARE**

### **16.01 Benefits**

The Town will pay one hundred (100%) of the premium costs for the following health and welfare benefits for regular full-time employees, and regular part-time employees who are not paid a percentage in lieu of benefits, who have completed the probationary period.

- (a) the BC Government Medical Services Plan - MSP to be available from the first day of the month following the date of hire.
- (b) the Extended Health Plan, including:
  - (1) a vision care benefit of four hundred and fifty dollars (\$450.00) per family member and an eye examination benefit of one hundred dollars (\$100.00) per family member every twenty-four (24) months.
  - (2) a hearing aid benefit of eight hundred dollars (\$800.00) every five (5) years per family member.
- (c) the Dental Plan coverage shall be as follows:
  - (1) Basic Dental Services: one hundred percent (100%) of the approved fee schedule, as stipulated by the insurance carrier.
  - (2) Supplementary Basic Services: one hundred percent (100%). The maximum per year for basic dental services and supplementary basic services shall be four thousand dollars (\$4000.00).
  - (3) Major Restorative Services and Prosthetics: seventy percent (70%) of the approved fee schedule as stipulated by the insurance carrier.
  - (4) Orthodontics: seventy percent (70%) of the approved fee schedule, lifetime of four thousand five hundred dollars (\$4,500.00) as stipulated by the insurance carrier.
- (d) The group Life Insurance Plan: coverage is two (2) times an employee's annual rate of pay adjusted to the next thousand dollars (\$1,000.00), with an Accidental Death and Dismemberment clause.
- (e) Subject to carrier approval, an employee who has completed his probationary period may maintain benefit coverage by prepaying the full cost of such benefits during this period.



- (f) For employees who regularly work on sewer cleaning, refuse collection and disposal, and animal control, who opt to be inoculated, then the Town agrees to reimburse those reasonable immunization costs upon presentation of receipts and a signed waiver indemnifying the Town from any liability arising from the inoculation.

Benefits will not be reduced below the level afforded by the carrier providing coverage at the date of the signing of this Agreement.

#### **16.02 Long-Term Disability**

The Town will carry a Long-Term Disability Plan, and the employee will be responsible for one hundred percent (100%) of the premiums.

#### **16.03 Workers' Compensation Act**

- (a) All employees shall be covered by the *Workers' Compensation Act*. An employee prevented from performing his regular work with the Town on account of an occupational accident that is covered by the *Workers' Compensation Act* shall receive from the Town the difference between the amount payable by the Workers' Compensation Board and his last rate of pay. Pending settlement of the insurable claim, the employee shall continue to receive full pay and benefits of this Agreement up to the limit of his accrued sick leave, and upon acceptance of the claim by the Workers' Compensation Board, the sick leave benefit shall be restored to the employee and the Town shall continue to pay the difference between the amount payable by the Workers' Compensation Board and the employee's last rate of pay. In order to continue receiving his regular salary, the employee shall assign his compensation cheque to the Town. In return, the Town shall indicate the amount received from the Compensation Board on the employee's Income Tax (T-4) form. This will result in No Loss and No Gain for the Employee.
- (b) No employee shall be discharged, penalized or disciplined for refusing to work on a job or in any workplace or to operate equipment where he/she honestly believes it would be unsafe to do so. It is agreed that employees must be in a fit physical and mental condition when working.

#### **16.04 Canada Pension Plan**

- (a) All employees shall participate in the Canada Pension Plan under its terms and conditions.
- (b) All eligible employees shall participate in a pension plan in accordance with the terms of the Municipal Pension Plan.

### **16.05 Probationary Period Coverage**

Where an employee wishes to enroll in benefit coverage during his/her probationary period, then, subject to carrier approval, and provided the employee pays the complete premium costs, such arrangements will be made.

### **16.06 Benefits While on LTD**

The Parties agree that for a two (2) year period from the time an employee commences LTD, benefit contributions will continue to be made on behalf of that employee.

### **16.07 Termination**

On termination of an employee's service with the Town, all Town contributions to benefits will cease.

## **ARTICLE 17 MEDICAL TRAVEL PLAN**

### **17.01 Medical Travel Plan**

The Parties agree to implement the following medical travel and accommodation reimbursement plan:

(a) Intention

The plan is intended to offset specified travel and accommodation costs for required medical treatments for those employees with three (3) months of service (and dependents - children or spouse), when referred for such treatment by their local physician. An accompanying spouse or parent is also eligible for reimbursement under this plan. Where treatment is available locally, then a claim cannot be made under the terms of this plan.

(b) Exclusions

The plan will not cover loss of wages;

The plan will not cover costs of meals;

The plan will not cover costs attendant to routine medical checkups, examinations, or treatments; or emergencies as a result of intentional self-injury or attempted suicide;

The plan will not cover travel costs as a result of a medical referral by an employee's physician to a location within one hundred and seventy-five (175) kilometers of Smithers;

The plan will not cover any costs that may be claimed under other health and welfare plans provided by the Town;

Neither the Town nor the employees shall be liable for any claim which exceeds the reserves of this plan;

The plan will reimburse eligible claimants on a "first-come-first-served" basis;

Unless an employee has been previously granted approval by the Town, he cannot combine a referral under this plan in conjunction with any other personal business such as vacation entitlement.

(c) Contributions

Contributions to the plan will commence the first month following January 22, 2008. Reimbursement from the plan may commence three (3) months after an employee first commenced contributions to the plan. In the case of new hires, an employee will be eligible for reimbursement after having completed three (3) months of service as well as three (3) months of contribution. Claim forms will be supplied by the Town.

The plan will be reviewed as mutually agreed, but not later than one (1) year after reimbursement could have been made under the terms of the plan. Failing mutual agreement by the parties to reverse or amend the plan then it may be discontinued. In the event of discontinuance, monies will be divided between the Town and the Union on the same basis as contributions were made.

The Parties agree that contributions to the plan will be as follows:

Family .....\$12.00/month  
Single .....\$6.00/month

or such other amount as the parties from time to time agree. The Town agrees to pay seventy-five percent (75%) of the monthly contributions for eligible employees; employees will pay twenty-five percent (25%) of the monthly contribution.

(d) Limitations

The Parties agree to the following reimbursement limits:

- (1) Eligible employees including dependents, may claim up to a maximum of two thousand dollars (\$2000.00) per calendar year per family or such prorated amount in the event a full calendar year is not worked by a new employee.
- (2) Return economy airfare or return mileage, whichever is the lesser, may be claimed as part of the yearly maximum. In the event the medical referral is beyond Vancouver then the maximum reimbursement will be based upon return travel to Vancouver from Smithers: mileage (excluding taxi charges) will be based on forty-seven cents (\$0.47) per kilometer and may be claimed where the location of the referral is in excess of one hundred and seventy-five (175) kilometers from Smithers.

- (3) Eligible accommodation costs (excluding meals) may be reimbursed to a maximum of five (5) consecutive days per visit. Eligible accommodation is limited as follows:
  - i. Number of days required for medical appointment plus travel time
  - ii. Actual cost of the accommodation; or ninety dollars (\$90.00), whichever is less;
  - iii. Thirty dollars (\$30.00) per day, if staying with relatives, friends, etc.
- (4) Receipts will be required for actual expenses.

(e) Claim Procedure

The Parties agree that the Town will administer the plan. Claims may be made on forms supplied by the Town. All claims must be made within ten (10) working days of their being incurred. From time to time the Labour Management Relations Committee will be provided with information concerning the administration of the plan. In the event of a dispute as to a claim, the parties agree that the Labour Management Relations Committee shall review and if possible, resolve the dispute. If the Labour Management Relations Committee is unable to resolve the dispute then that Committee shall develop its own procedure to have the dispute adjudicated. No appeal nor grievance may be instituted with respect to any portion of the operation of this plan.

(f) Misrepresentation

The Parties agree that where an employee knowingly misrepresents the nature or amount of his claim, he or she will repay all or part of the reimbursement; and he/she may be disciplined.

## **ARTICLE 18 CONTRACTING OUT**

### **18.01 Union Notification**

The Town has the right to decide how and by whom any work will be performed. Before any work, which has in the past been performed by bargaining unit members, is contracted out and could result in layoff or in not filling a vacant position, the Union shall be notified and given an opportunity to discuss the proposal. Upon receipt of notice from the Town of its intention to contract out, the Union will be allowed a minimum of one (1) week in which to respond to the Town's notice.

### **18.02 Contracting Out**

No regular full-time employee shall be laid-off as a result of contracting out of bargaining unit work that is normally and regularly performed by the Town's full-time employees.

## **ARTICLE 19      JOB CLASSIFICATION**

### **19.01    New Position**

When a new position is established, the Union shall be advised of the new position, provided with information on the duties and responsibilities and an interim rate of pay. The pay-rate shall be subject to negotiation between the Town and the Union and failing agreement, may be processed through the Arbitration Procedure.

### **19.02    Postings**

When a vacancy occurs or a new position is established, it will be posted on the bulletin boards in the lunch room of the Town Office, Works Yard buildings, the RCMP Detachment, the Civic Arena, and the Airport for seven (7) calendar days prior to hiring, excluding casual and temporary jobs of less than two (2) months duration.

### **19.03    Regular Employees**

Present regular employees shall receive preference based on seniority and qualifications. The successful applicant shall be paid the applicable rate for the position.

### **19.04    Casual Employees**

Casual employees who apply for a posted vacancy under Article 19.02 shall be given first consideration over external applicants in filling such vacancies provided the casual employee in question has the required qualifications, skill and ability to perform the work in question. It is understood that casual employees shall not have preference over regular employee applicants.

### **19.05    Trial Period**

- (a) The successful applicant shall be placed on a trial period of forty-five (45) days of work. Conditional on satisfactory service, the employee shall be approved in the position after the trial period. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period or if an employee finds himself unable to perform the duties of the job classification, he shall be returned to his former position and former rate of pay without loss of seniority and wage or salary.
- (b) If an employee returns to the unit, any other employees promoted or transferred because of the re-arrangement of positions shall also return to their former positions and former rates of pay without loss of seniority and wage or salary.
- (c) An employee's trial period may be extended by mutual agreement between the Town and the Union.

## **19.06 Transfer of Seniority Outside the Bargaining Unit**

No employee shall be transferred to a position outside the bargaining unit without his consent. When an employee is transferred to a position outside the bargaining unit, he/she shall not, while outside the unit, earn seniority but shall retain his seniority accumulated up to the date of leaving. Such employee shall have the right to return to his former position and rate of pay within six (6) months of leaving the unit (up to twelve (12) months when the employee is outside of the unit for a pregnancy & parental leave replacement) and coincidental with his return to the unit, his previously accumulated seniority shall again apply. Any other employees promoted or transferred because of the re-arrangement of positions shall also return to their former positions and former rates of pay without loss of seniority and wage or salary.

## **19.07 Temporary Assignment**

### **(a) Higher Paid Position**

When an employee is temporarily assigned to a higher classified position and performs the core functions of the job, the employee shall be paid the rate for the higher classified position. An employee being trained will not be paid the higher rate of pay.

### **(b) Lower Paid Position**

An employee assigned temporarily to a lower paying position (not bumping) shall not have his rate reduced.

### **(c) Date of Union Ratification April 15, 2009:**

Those Airport maintenance employees in the Labourer I classification whom it can reasonably be assumed will spend a majority of their working time operating equipment during the winter season (November 1<sup>st</sup> to March 31<sup>st</sup>) shall be paid the Airport Mechanic/Equipment Operator I rate for the entire winter season (November 1<sup>st</sup> to March 31<sup>st</sup>). This is without prejudice to the application of Article 19.07(a).

## **19.08 Temporary Upgrade**

- (a) When a member of a crew is absent and the Town intends to temporarily upgrade another employee to perform such absent employee's work, for a period longer than three (3) working days, it shall offer such temporary upgrade, in seniority order, to employees on that particular crew, with the qualifications, training and experience to immediately perform the work in question. When no member of the particular crew has the required qualification, training and experience, the Town shall offer such temporary upgrade, in seniority order, to employees in the applicable department, having the required qualifications, training and experience to immediately perform the work in question.

- (b) For purposes of applying the above subsection, clerical staff are considered as being on one crew.
- (c) The Town will give due consideration to seniority, among the other factors it considers, when it is selecting employees to receive on the job training.

### **19.09 Regular Employees and Temporary Positions**

Regular employees, who receive a temporary position posted and filled under this Agreement, shall retain their regular employee status during such temporary assignment and shall return to their former regular position at the end of same.

## **ARTICLE 20 PAYMENT OF WAGES AND SALARIES**

### **20.01 Payday**

Payday shall be each second Friday, subject to conditions which are within the control of the Town. The payroll shall be calculated bi-weekly, including all time worked up to and including the Friday immediately preceding each second Friday. Payment to employees leaving the services of the Town shall be made on the second office working day following termination.

## **ARTICLE 21 GRIEVANCE AND ARBITRATION**

### **21.01 Shop Steward Leave**

The Union recognizes that the Steward is employed full-time by the Town and that he will not leave his work during working hours, except to perform his duties under this Agreement. Therefore, no Steward shall leave his work without obtaining the permission of his Department Head.

### **21.02 Settlement of Differences Without a Stoppage of Work**

In the event of any difference arising out of the interpretation, application, operation or alleged violation of this Agreement, including any differences arising from the suspension or dismissal of an employee, and including any question or differences as to whether any matter is arbitrable, such question or difference shall be finally and conclusively settled without a stoppage of work.

### **21.03 Grievance Steps**

In order to resolve complaints as quickly as possible, employees are encouraged to discuss their concerns with their supervisors prior to initiating a written grievance. However, it is agreed that at the employee's option, he/she can forego the complaint stage and initiate a written grievance at Step 1 of the procedure outlined below.

Step 1 - The employee or employees shall, with the Union representatives or the Shop Steward in attendance, seek settlement of the matter with the immediate supervisor, within ten (10) working days of the alleged grievance.

Step 2 - If a satisfactory settlement is not reached with the immediate Supervisor within three (3) days, then the dispute shall be submitted in writing to the authorized representative of the Town, who will meet with the employee or employees and the Shop Steward with a view to resolving the dispute. The Town shall not enter into discussion or negotiation with respect to a grievance after it has been presented at this step with the aggrieved employee(s) without Union representation being present.

Step 3 - If a satisfactory settlement is not reached under Step 2 within ten (10) days after the matter is submitted, the Union may, within a further thirty (30) calendar days, refer the matter to arbitration under Article 21.04, as hereinafter defined.

Where a grievance involves a question of general application or interpretation, or where a grievance involves a group of employees, the grievance shall be presented to the Town by the Union at Step 2. Where the Town has a grievance, it shall be presented to the Union at Step 2.

#### **21.04 Arbitration Board**

- (a) When either Party request that a grievance be submitted to arbitration, the request shall be made in writing to the other Party, indicating the name of its nominee on an Arbitration Board. Within fourteen (14) calendar days thereafter, the other Party shall answer in writing, indicating the name and address of its appointee to the Arbitration Board. The two (2) appointees shall select an impartial Chairperson.
- (b) If the Party receiving the Notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a Chairperson within seven (7) days of their appointment, the appointment shall be made by the Director of the Collective Agreement Arbitration Bureau upon request by either Party.
- (c) The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable upon all Parties, except where it may be reviewed at law. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this Agreement.
- (d) Each Party shall pay its own expenses and costs of the arbitration, the remuneration and disbursements of its appointee to the Board and one-half (1/2) the compensation and expenses of the Chairperson and of stenographic and other expenses of the Arbitration Board.



### **21.05 Expedited Arbitration**

- (a) The Parties shall determine by mutual agreement those grievances that are to be referred to expedited arbitration. Grievances to be referred to expedited arbitration shall be scheduled within one (1) month, if possible. The hearings shall be held at a mutually agreed upon location and facility.
- (b) All presentations are to be short and concise and are to include a comprehensive opening statement. The Parties agree to make limited use of authorities during their presentations.
- (c) Prior to rendering a decision, the Parties may mutually request the arbitrator to assist them in mediating a resolution to the grievance. Where the mediator fails to mediate a settlement after being requested by the Parties to do so, an arbitral decision shall be rendered as contemplated herein.
- (d) Expedited arbitration decisions shall be completed and sent to the Parties within ten (10) working days of the hearing, if possible.
- (e) The Parties shall equally share the costs of the fees and expenses of the arbitrator. The expedited arbitrators who act as sole arbitrators under this section shall be agreed to by the Parties. The expedited arbitrator shall have the same powers and authority as an arbitrator established under the *Labour Relations Code*.
- (f) The decision of the arbitrator shall be final and binding on the Parties. All decisions of the arbitrator are to be limited in application to the particular dispute and are without prejudice. These decisions of the arbitrator shall have no precedent value and shall not be referred to by either Party in any subsequent hearing of any kind.
- (g) The Parties agree that there shall be no use of lawyers in these hearings.

### **21.06 Town will Reply to All Written Grievances**

The Town will reply to all written grievances, stating reasons.

### **21.07 General Grievance**

The Union may process a general grievance through the various stages of the Grievance Procedure with or without the employee in attendance.

### **21.08 No Grievance Shall be Deemed Invalid by Reason of Any Defect**

No grievance shall be deemed invalid by reason of any defect in form, or any technical irregularity, or any error in procedure that results in denial of natural justice, and the Arbitration Board or arbitrator, as the case may be, shall have power to relieve against such defects, irregularities, or errors of procedure on such terms as may be just and reasonable. Notwithstanding this, the time limits set out in this Article (21) are mandatory in all respects and cannot be changed without the agreement of both Parties.

### **21.09 Town May Submit a Grievance**

- (a) The Town, through its representative, may submit a grievance in writing to the Union and seek settlement of the dispute.
- (b) If a satisfactory settlement is not reached within seven (7) days after the grievance is submitted for settlement, the Town may refer the grievance to arbitration under Article 21.04.

### **21.10 Censure**

Whenever the Town deems it necessary to censure or has censured an employee in a manner indicating that dismissal may follow:

- (a) any repetition of the act complained of or omission referred to; or
- (b) if such employee fails to bring his work up to a required standard by a given date, then the Town shall, within five (5) days thereafter, give written particulars of such censure to the employee, with a copy to the Secretary of the Union.

### **21.11 Picket Lines**

Subject to essential service designations under the *B.C. Labour Relations Code* and Federal regulations, the employees covered by this Agreement shall have the right to refuse to cross a legal picket line. Failure to cross such a picket line shall not be grounds for disciplinary action.

### **21.12 Shop Steward Present**

Whenever the Town deems it necessary to discipline, suspend or discharge an employee, the Town shall whenever possible, so notify the employee in advance so that the employee may have a Shop Steward present.

## **ARTICLE 22 APPROVED ABSENCE**

### **22.01 Approved Absence Definition**

Approved absence from work in this Agreement means:

- (a) General leave of absence;
- (b) Annual vacation;
- (c) Service with the Armed Forces during a National emergency;
- (d) Sick leave; Long-term disability;
- (e) Leave to serve on jury duty or subpoenaed witness;
- (f) Bereavement leave;
- (g) Maternity leave;
- (h) Education leave;
- (i) Union leave;
- (j) Public duty;
- (k) Parental leave.

## **22.02 General Leave**

An employee may request a general leave of absence without pay and, provided such leave is for good and sufficient reason and having in mind the Town's requirement to provide efficient service, such leave may be granted by the Department Head. The employer may consider whether an employee has unused accrued vacation or paid bank time.

## **22.03 Quit Without Notice**

If an employee is absent without authorization for a period of one (1) day and cannot justify such absence to the satisfaction of his supervisor, his employment may be terminated. His absence will then be considered a voluntary separation and a "Quit Without Notice".

## **22.04 Pregnancy Leave**

- (a) A pregnant employee who requests leave under this Article (22.04) is entitled to up to seventeen (17) consecutive weeks of unpaid leave, as follows:
  - (1) Beginning no earlier than eleven (11) weeks before the expected birth date, and no later than the actual birth date, and
  - (2) Ending no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and no later than seventeen (17) weeks after the actual birth date.
- (b) An employee who requests leave under this Article (22.04) after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
- (c) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (a) or (b).
- (d) A request for leave must be given in writing to the Town. If the request is made during the pregnancy, it must be given to the Town at least four (4) weeks before the day the employee proposes to begin leave. If required by the Town, the leave request must be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (c).
- (e) A request for a shorter period under subsection (a)(ii) must be given to the Town in writing at least one (1) week before the date the employee proposes to return to work, and if required by the Town, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.
- (f) The time on pregnancy leave under this Article (22.04) and parental leave under Article 22.05 will be considered as time worked for the purposes of seniority accumulation and wage-related benefits and salary increments.

- (g) While the employee is on pregnancy leave under this Article (22.04) and parental leave under Article 22.05, the Town agrees to maintain its contribution to the employee's health and welfare plans for the duration of her leave.
- (h) On returning from pregnancy leave under this Article (22.04) and parental leave under Article 22.05, the employee shall be placed in her former job, or another, which is consistent with her seniority, qualifications and former salary.
- (i) In instances where a pregnant employee is concerned about exposure to Video Display Terminals having a cathode ray tube, then such employee may, if alternate work is available, be assigned to perform such work. Where alternate work is not available, the employee may choose to take unpaid leave of absence until she is eligible for pregnancy leave. Seniority shall continue to accumulate and benefits shall continue on the same basis as if the employee were on pregnancy leave.

## **22.05 Parental Leave**

- (a) An employee who requests parental leave under this Article is entitled to parental leave, as follows:
  - (1) For a birth mother who takes leave under Article 22.04 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Article 22.04 unless the Town and the employee agree otherwise.
  - (2) For a birth mother who does not take leave under Article 22.04 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event.
  - (3) For a birth father, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event.
  - (4) For an adopting parent, up to thirty-seven (37) consecutive weeks of unpaid leave beginning within fifty-two (52) weeks after the child is placed with the parent.
- (b) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (a).

- (c) A request for parental leave must be given to the Town in writing. Parental leave requests under subsection (a)(i), (a)(ii) or (a)(iii) must be given to the Town at least four (4) weeks before the employee proposes to begin leave and, if required by the Town, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- (d) An employee's combined entitlement to leave under Article 22.04 and this Article 22.05 is limited to fifty-two (52) weeks, plus any additional leave the employee is entitled to under Article 22.04, subsection (c) or subsection (b) of this Article 22.05.

## **22.06 Education Leave**

- (a) Where a Department Head has approved an employee's enrollment in a course that leads to certifications that are required as part of the employee's job and subject to operational requirements, then such employee may be granted leave to a maximum of one (1) week with pay at the employee's normal rate of pay, to attend such courses and/or exams, even if it is during the weekend.
- (b) Where a Department Head has approved an employee's enrollment in a course having general application to his employment with the Town, and subject to operational requirements, then such employee may be granted leave to a maximum of one (1) week without pay to attend such courses.

## **22.07 Leave for Public Duties**

The Town recognizes the right of employees to participate in public affairs. Subject to approval by the Department Head, an employee may be granted leave of absence without pay to allow that employee to stand as a candidate in Federal, Provincial, School Board, or Regional District elections.

- (a) An employee who is elected to Federal or Provincial office may, upon request, be granted leave of absence without pay and without seniority accumulation during the term of office.
- (b) An employee who is elected to School Board or Regional District office may be allowed leaves of absence without pay during the term of office.
- (c) Such leaves shall not be unreasonably withheld.

## **22.08 Jury Duty & Subpoenaed Witness**

The Town shall grant leave of absence to an employee who serves as a juror or as a subpoenaed court witness other than on his own behalf. The Town shall pay such an employee the difference between his normal earnings and the payment he received for jury duty or court witness, excluding payment for traveling expenses, hotel accommodation, and meals.

## 22.09 Union Leave

Union leave under this Article may only be granted when operational requirements permit.

- (a) Union officials shall obtain permission from the Department Head to be absent as hereinafter mentioned and on obtaining such permission shall suffer no loss of pay if such absence is during the official's shift, under the following circumstances and such requests shall be dealt with expeditiously:
  - (1) Up to four (4) officials for the purpose of negotiations in order to carry on collective bargaining for a renewal of this Collective Agreement pursuant to the provisions of the *Labour Relations Code*;
  - (2) Up to two (2) officials to attend salary revision meetings where such revision is provided for under this Agreement; and
  - (3) Up to two (2) officials to meet to confer with the designated representatives of the Town regarding matters arising out of this Agreement and discussion of grievances pursuant to Article 21 during normal working hours, but not including expedited arbitration and/or arbitration under Article 21.04. Meetings under this section shall, as much as possible, take place after normal working hours.
- (b) The Union acknowledges that no time off with pay shall be allowed for time spent during expedited arbitration and/or arbitration under Article 21.04. Under no circumstances shall overtime be paid for or accumulated as a result of absence granted under 22.09 and payment for such approved absences as aforesaid shall be paid for at the official's regular basic wage.
- (c) Leave of absence without pay and without loss of seniority shall, up to five (5) work days per event, be granted upon approval of the Town, to a maximum of three (3) employees elected or appointed to represent the Union at Union Conventions, Executive and Committee Meetings of the Canadian Union of Public Employees, and its affiliated bodies. The employee shall request the leave with not less than ten (10) calendar days notice. This leave shall not be unreasonably refused.
- (d) Leave of absence without pay and without loss of seniority and with the approval of the Department Head, shall be granted to a maximum of up to two (2) persons for up to five (5) days once per year and up to five (5) persons for up to three (3) days once per year, upon request to the Town, to employees for education courses pertaining to Union business. The employee(s) shall request the leave with not less than ten (10) calendar days notice. Requests for leave under this section shall be dealt with expeditiously and shall not be unreasonably refused.
- (e) Upon approval of the Department Head, an employee who is elected or selected for a full-time position within CUPE, CLC, or BC Federation of Labour, may be granted leave of absence without pay and without seniority accumulation for a period of up to one (1) year. Such leave may be reviewed by the Department Head each year during his term of office. Such leave shall not be unreasonably withheld.

## **22.10 Bereavement Leave**

A maximum of five (5) days bereavement leave or seven (7) days, if travel exceeds six hundred and fifty (650) kilometres one way, with pay will be granted in the event of a death in the immediate family. Alternatively, one (1) day of mourning, due to death in the immediate family, if unable to attend the funeral will be granted.

The immediate family is spouse, mother, mother-in-law, father, father-in-law, sons and daughters, sons-in-law, daughters-in-law, brothers and sisters, brothers-in-law, sisters-in-law, grandparents, grandchildren and common-law relationships of the employee.

One-half (1/2) day bereavement leave will be granted to employees acting as Pall Bearers, or as a member of a Local honour guard at regular rates of pay.

## **22.11 Sick Leave**

- (a) Sick leave of one and one-half (1½) days per month accumulative to a maximum of one hundred and sixty (160) working days will be provided.
- (b) Sick leave means the period of time a regular employee is permitted to be absent from work with full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the *Worker's Compensation Act*.
- (c) An employee must notify his supervisor of an absence due to illness before the commencement of the employee's regular shift. The Union and the Town agree that sick leave provisions are provided for those employees who are legitimately sick, and therefore agree to work cooperatively in an effort to discourage the abuse of these provisions.

The Town may request a certificate from a qualified medical practitioner confirming the illness, accident or disability. The Town shall pay for any costs in obtaining the certificate. If the employee does not co-operate in obtaining the certificate, then the employee shall not be entitled to use sick leave credits for the period of time away from work.

- (d) A regular employee shall be allowed paid leave of absence in order to engage in personal medical and dental appointments. Such leave shall be deducted from the employee's accrued unused sick leave. The amount of paid leave deducted will be limited to the time necessary for the appointment and shall not include travel time unless the appropriate medical/dental service is not available in Smithers in a timely fashion.
- (e) Twenty percent (20%) of accumulated sick days shall be paid to an employee upon retirement from the Town, at normal retirement age; i.e., the age entitled to receive Municipal pension, or with a minimum of twenty (20) years service, or for health reasons. Upon death while in service of the Town full payment of accumulated sick days shall be paid to the beneficiary of the deceased employee.

- (f) In the case of illness or hospitalization of a dependent child, spouse or common-law spouse of a regular employee, when no one else at the employee's home other than the employee can care for the child, the employee shall be entitled to utilize sick leave for this purpose, to a maximum of five (5) days in any one (1) year. Part-time employees will be entitled to receive an equivalent pro-rated number of hours off in any one year.

The Chief Administrative Officer may at his discretion permit days to be taken off under this section for illness or hospitalization of a member of an employee's immediate family, on a case-by-case basis provided circumstances warrant.

The number of days which can be taken under <sup>their</sup> this section may be increased at the discretion of the Chief Administrative Officer on a case-by-case basis provided circumstances warrant.

## 22.12 Annual Vacation

### (a) Vacation Entitlement

Vacation entitlement shall be granted at the following rates after it has been earned:

- (1) From the commencement of employment to December 31 in that year, vacation shall be granted on the basis of one and one-quarter (1 ¼) days per month.
- (2) In the first (1st) full calendar year (January – December) of continuous service to the end of the fourth (4<sup>th</sup>) full calendar year of continuous service, fifteen (15) working days shall be granted per year.
- (3) In the fifth (5<sup>th</sup>) full calendar year (January – December) of continuous service up to and including the eleventh (11<sup>th</sup>) full calendar year of continuous service, twenty (20) working days shall be granted per year.
- (4) In the twelfth (12<sup>th</sup>) full calendar year (January – December) up to and including the sixteenth (16<sup>th</sup>) full calendar year of continuous service, twenty-five (25) working days shall be granted per year.
- (5) In the seventeenth (17<sup>th</sup>) full calendar year (January – December) and thereafter, thirty (30) working days shall be granted per year.

### (b) Vacation Pay

- (1) Vacation pay shall be paid to all regular full-time employees at the employee's regular rate of pay, at the time the vacation is taken, or at a percentage of his gross pay for the previous whole or part calendar year, whichever is greater.

Vacation entitlement up to and including fifteen (15) days	(6%)
Vacation entitlement of twenty (20) days	(8%)
Vacation entitlement of twenty-five (25) days	(10%)
Vacation entitlement of thirty (30) days	(12%)



- (2) Regular part-time employees, who are not paid a percentage in lieu of benefits, will be paid vacation pay on a pro-rated basis relative to regular full-time work.
- (3) It is understood that vacation entitlements must be earned before they are taken. Employees shall be advanced vacation credits before they are earned in each calendar year (January – December). If the employment of any employee terminates for any reason after he/she has taken his/her annual vacation in any year, but before that full vacation entitlement has been earned, the Town shall have the right to recoup such over payment by any method available to it. Employees may be required to sign an authorization to this effect before any vacation entitlement is advanced.

(c) Scheduling Vacation

Annual vacation shall be requested by all employees prior to January 31 in each year and will be considered on a seniority basis. The vacation schedule shall be approved by the Department Head and posted by March 1. For the purposes of this Article, Departments are Engineering, Airport, Works, RCMP and other inside employees. Requests received after January 31 will be considered on a first-come basis.

In cases where conflict of requested vacations cannot be resolved between the employees and the Department Head, seniority will be the deciding factor.

At the time of approving vacation schedules, a Department Head will attempt to arrange time off to conform with the preference of the employee. However, at the time of approving vacation schedules, in instances where the service to the residents of Smithers would be disrupted, the Department Head reserves the right to restrict the number of employees as well as the duration of vacation.

(d) Minimum Annual Vacation

Upon written request an employee shall be permitted to defer up to a maximum of two (2) weeks of annual vacation to be taken during the succeeding year, provided the employee first takes no less than the vacation stipulated by the *Employment Standards Act*.

Employees will be required to take all vacation time off and will not be paid out for vacations not used. At no time may deferred annual vacation exceed two (2) weeks.

(e) Statutory Holidays

If a Statutory Holiday to which an employee would otherwise be entitled falls within his annual vacation period, he shall receive one (1) additional day with pay in lieu of said Holiday.

- (f) Accrual Period  
Annual vacation pay entitlement will start to accrue to all employees from the date of hire. The accrual shall be based on total wages.
- (g) Vacation Disruption  
Where an employee's annual vacation is disrupted by bereavement or accident or illness requiring hospitalization, that portion of his remaining vacation period shall be observed at a later date as mutually agreed.
- (h) Minimum Vacation Time  
The minimum vacation time that an employee may take at one time shall be one (1) hour, with prior approval of the supervisor.
- (i) Vacation Entitlement for Part-Time or Part-Year Employees  
Employees, who are paid out their entitlement or who are paid a percentage (%) in lieu of benefits, may be granted leave without pay where the operational requirements of the Town will not suffer.

## 22.13 Statutory Holidays

- (a) The Town will observe the following days as Statutory Holidays with pay:

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

and any other day proclaimed by the Federal or Provincial or Municipal Government. *The Town will post a schedule of in-lieu days annually for those - see below*

- (b) When a Statutory Holiday falls on an employee's regularly scheduled rest day and the employee does not work, the employee will receive another regular scheduled day off in-lieu to be taken at a time that is mutually agreeable to the Town and the employee. *reg. work week Mon-Fri*
- (c) A full-time employee who is required to work and does work on a Statutory Holiday that is also a regularly scheduled rest day, will receive, in addition to his regular earnings (as above), pay at applicable overtime rates for all hours so worked.
- (d) A full-time employee, who is required to work and does work on a Statutory Holiday that is also a regularly scheduled workday, will receive his regular earnings for so working, plus (+) an additional day off in-lieu with pay to be taken on the immediately following regular shift.
- (e) Part time and temporary employees, who are paid a percentage (%) in-lieu of benefits and who are required to work on a Statutory Holiday, shall be given another day off in lieu without pay, if they so desire. As well, the part-time or temporary employee shall be paid for hours worked on the holiday at the applicable overtime rate.

## **22.14 New Employees**

An employee is not eligible for the Statutory Holiday where an employee has not earned wages for at least fifteen (15) days during the thirty (30) calendar days immediately preceding the Statutory Holiday.

## **ARTICLE 23 CLOTHING AND SAFETY EQUIPMENT**

### **23.01 Wet Weather Clothes**

The Town shall provide suitable wet weather clothes for any outside employee whose duties make such clothing necessary.

### **23.02 Safety Equipment**

The Town shall provide any necessary safety equipment when same is required to be used in accordance with the General Accident Prevention Regulations of the Workers' Compensation Board.

### **23.03 Serviceable Condition of the Safety Equipment**

All articles of safety equipment shall be kept in a serviceable condition and used at all times by the employees.

### **23.04 Safety Equipment will be Worn at All Times**

Safety equipment will be worn at all times, as laid down by Town Policy.

### **23.05 Uniforms**

Where the Town provides uniforms or special clothing, it shall clean and repair such clothing without charge to the employee. All clothing provided shall be on a loan basis and the employees will be required to return same in good and serviceable condition, fair wear and tear excepted.

### **23.06 Safety Footwear Allowance**

The Town shall reimburse regular full-time employees, who are required to wear approved safety footwear in the performance of their duties, when they purchase replacement safety footwear, to a maximum of two hundred dollars (\$200.00) every two (2) calendar year period. In order to obtain this reimbursement, the employee in question must provide the applicable Department Head with a satisfactory proof of purchase. If the safety footwear costs less than the maximum two hundred dollars (\$200.00) in any two (2) calendar year period, the remainder of the maximum permitted amount in that two (2) year period may be applied to the purchase of additional approved safety footwear in that period. If an employee has safety footwear that needs to be replaced prior to two (2) years, the employer will replace them to a maximum of two hundred dollars (\$200.00).

## **ARTICLE 24      UNION HEALTH & SAFETY COMMITTEE**

### **24.01      Health and Safety Committee**

In order to promote the occupational health and safety of employees, the Union shall establish a Health and Safety Committee and appoint Health and Safety representatives in each Department. The Union shall notify the Town in writing of the names of each representative who shall have the right to participate in the monitoring of the workplace and to accompany government inspectors on inspection tours. The Committee shall meet on a monthly basis.

### **24.02      Time off for Health and Safety Training**

Union members of the Health and Safety Committee upon one (1) month's prior notice, shall be entitled to one (1) day off per year with pay and with no loss of seniority to attend local educational courses related to health and safety matters. Where appropriate, management representatives will also be encouraged to attend.

### **24.03      Health and Safety Committee Pay Provisions**

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

## **ARTICLE 25      TECHNOLOGICAL CHANGE**

### **25.01      Technological Change Definition:**

- (a) the introduction by the Town of a change in its work, undertaking or business, or a change in its equipment or material from the equipment or material previously used by the Town in its work, undertaking or business; or
- (b) a change in the manner the Town carries on its work, undertaking or business related to the introduction of that equipment or material.

### **25.02      Notifying the Union**

Three (3) months before the introduction of any technological change, the Town shall notify the Union of the proposed change.

### **25.03      Adjudication**

The Parties shall attempt, in good faith, to reach agreement on such change before it is implemented. Should they fail to agree, the matter may be referred by either Party for adjudication under Article 21.04. Nothing in this Article is intended to restrict the Town from implementing such change prior to reaching agreement with the Union or prior to an adjudication under Article 21.04, when its operational requirements necessitate that the change be made prior to such resolution.

**25.04 Displaced Employee Will Suffer No Reduction in Regular Earnings**

An employee who is displaced from his job to a lower paying job by virtue of a technological change will suffer no reduction in his regular earnings.

**25.05 Displaced Employee Will be Given an Opportunity to Fill Other Vacancies**

An employee who is displaced from his job by virtue of technological change will be given an opportunity to fill other vacancies according to seniority and qualifications.

**25.06 New or Greater Skills**

In the event that the Town should introduce technological changes which require new or greater skills than are possessed by the employees under the present operation, such employees shall, at the expense of the Town, be given a period of time, not to exceed one (1) year, during which they may perfect or acquire the skills necessitated by technological change. There shall be no reduction in wage or salary rates during the training period of any such employee and no reduction in pay upon being reclassified in the new position. If a person fails to qualify for the new position, he will be returned to another position, as set out in Articles 25.04 and 25.05.

**ARTICLE 26 PAY SCALE**

**26.01 Wages**

Wages shall be paid as per Schedule "A" attached hereto and forming part of this Agreement.

**ARTICLE 27 DEPARTMENT HEAD FOR RCMP CUPE EMPLOYEES**

**27.01 Department Head**

For the purposes of the RCMP CUPE employees, the Department Head shall be the Non-commissioned Officer in charge.

**ARTICLE 28 EMPLOYEE DEFINITIONS**

**28.01 Regular Full-Time Employee**

A Regular Full -Time Employee is one who is hired for a regular full-time position and who works a regular schedule of thirty-five (35) hours, thirty-seven point five (37.5) or forty (40) hours per week, as applicable to the classification in which they are employed pursuant to Article 11. Regular full-time employees have seniority rights and are eligible for all of the provisions of this Agreement.

## 28.02 Regular Part-Time Employee

A Regular Part-Time Employee is one who is hired for a regular part-time position and who works a regular schedule of less than thirty-five (35) hours, thirty-seven point five (37.5) or forty (40) hours per week, as applicable to the classification in which they are employed.

Hours due to absences of three (3) days or less will go to Casual employees. Hours due to absences of more than three (3) days will be offered to Regular Part-Time employees in order of seniority and provided they are qualified.

③ Regular part-time employees employed on or before January 1, 2001 shall continue to receive the benefits and conditions of this Agreement as they have in the past.

Regular part-time employees, hired after January 1, 2001, whose regular schedule averages seventeen and one-half (17.5) hours or more per week, shall receive the benefits of this Agreement, pro-rated on the basis of the percentage (%) of full-time hours they are scheduled to work. Regular part-time employees, whose regular schedule averages less than seventeen and one-half (17.5) hours per week, shall be eligible for the terms and conditions of this Agreement except, Article 22.12, Annual Vacation; Article 22.13 Statutory Holidays; Article 16, Health And Welfare; Article 22.10, Bereavement Leave; Article 22.08, Jury Duty; Article 23.06, Safety Footwear Allowance; and Article 17, Medical Travel. They shall be paid an additional twelve percent (12%) of their straight-time earnings in lieu of the above Articles.

Regular part-time employees who are required by the Town to work over and above their established regular part-time hours be paid at straight-time rates until the overtime thresholds set out in Article 12 are reached, after which overtime rates shall apply in accordance with the provisions of Article 12. These additional hours shall not change the employees' established regular part-time appointment upon which benefits are based under Article 28.02.

## 28.03 Temporary Employee

A temporary employee is one who is hired on a term certain basis for a specific project, who works up to full-time hours on a regular or irregular basis. The Town agrees to notify the Union of such project and the term of same, in writing. The duration of any temporary assignment shall not exceed six (6) consecutive calendar months without the Union's approval, which approval shall not be unreasonably denied.

Temporary employees shall be eligible for the terms and conditions of this Agreement except, Article 8, Seniority; Article 22.12, Annual Vacation; Article 22.13, Statutory Holidays; Article 16, Health And Welfare; Article 22.10, Bereavement Leave; Article 22.08, Jury Duty; Article 23.06, Safety Footwear Allowance; and Article 17, Medical Travel. They shall be paid an additional twelve percent (12%) of their straight-time earnings in lieu of the above Articles.

## **28.04 Casual Employee**

A Casual Employee is one who is employed on a day to day as needed or intermittent basis, to perform specific short term or occasional functions (such as but not limited to sick leave replacement, vacation replacement, or work overload, etc.), not to exceed two (2) consecutive calendar months without the approval of the Union, which approval shall not be unreasonably denied.

Casual employees shall be eligible for the terms and conditions of this Agreement except, Article 8, Seniority; Article 22.12, Annual Vacation; Article 22.13, Statutory Holidays; Article 16, Health And Welfare; Article 22.10, Bereavement Leave; Article 22.08, Jury Duty; Article 23.06, Safety Footwear Allowance; and Article 17, Medical Travel. They shall be paid twelve percent (12%) of their straight-time earnings in lieu of the above Articles.

## **28.05 Student Employees**

- (a) In order to be employed, Student employees must be attending a recognized secondary or post secondary educational institute or equivalent, or be on summer vacation and returning to a recognized secondary or post secondary educational institute or equivalent at the start of the next school year or next school semester, if applicable.
- (b) A student employee is one (1) who is hired on an as needed basis to assist or to supplement the regular work force during the summer or winter seasons.
- (c) Student employees shall be eligible for the terms and conditions of this Agreement except: Article 8, Seniority; Article 22.12, Annual Vacation; Article 16, Health and Welfare; Article 22.10, Bereavement Leave; Article 22.08, Jury Duty; Article 22, Approved Absence; Article 23.06, Safety Footwear Allowance; and Article 17, Medical Travel. They shall receive vacation and Statutory Holiday pay in accordance with the *Employment Standards Act*.
- (d) Student Employees shall be employed for a term of no more than four (4) months at a time and in no more than three (3) consecutive years without consent of the Union, and consent shall not be unreasonably withheld.
- (e) Student Recreation Employees

The Town and the Union agree that employees hired each summer to provide playground recreational services shall be covered by the following conditions:

- (1) For the purpose of determining overtime and shift arrangements for employees generally assigned to playground duties, a regular workday will normally be up to eight (8) hours between 8:00 a.m. and 10:00 p.m., exclusive of a minimum one half (½) hour meal break. The regular work week shall consist of any five (5) consecutive days, followed by two (2) days of rest.

- (2) When a recreation employee works a split shift, the employee's regular hours of work shall end no later than twelve (12) hours following commencement of the shift. A shift shall be limited to one (1) split, exclusive of the break for a meal.
- (3) A recreation employee may be reassigned to perform other recreational or recreational related duties.
- (4) It is agreed that recreational employees may be employed from April 15 to September 15 of each year.
- (5) A non-probationary Town employee may bump a recreation employee provided he is qualified to perform the available work and shall continue to accrue seniority and benefits.
- (6) An employee specifically hired to provide playground recreational services shall not acquire seniority.

## **ARTICLE 29 TERM OF AGREEMENT**

### **29.01 Term**

This Agreement shall take effect from January 1, 2011 and expiring December 31, 2013 and shall automatically be renewed annually thereafter unless either Party hereto shall give notice as provided for in the *Labour Code of British Columbia*, requiring the other Party to commence collective bargaining.

During the period of negotiations, this Agreement shall remain in full force and effect.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2011

FOR THE TOWN OF SMITHERS:

FOR CUPE LOCAL 1570:

\_\_\_\_\_

Mayor

\_\_\_\_\_

President

\_\_\_\_\_

Chief Administrative Officer

\_\_\_\_\_

Secretary



## **APPENDIX A**

### **ARENA HOURS OF WORK**

#### **1.0 Winter Hours (Winter Ice)**

- a) In the winter, full time Arena Workers will work four (4) ten (10) hour shifts followed by three (3) days off, followed by four (4) ten (10) hour shifts followed by three (3) days off. This will equal eight (8) working days (or 80 hours) in each fourteen (14) day pay period.
- b) Shifts will be scheduled by the employees with the first choice of shift being offered to the most senior employee in the Arena and continue in descending order of seniority. Should there be a conflict that cannot be worked out amongst the employees, the Department Head or designate shall have final say in resolving the dispute.
- c) The hours of the shifts will be:  
Day Shift: 5:30 a.m. to 3:30 p.m.  
Afternoon Shift: 3:30 p.m. to 1:30 a.m.
- d) All shifts are inclusive of a thirty (30) minute meal break.
- e) All regular full time Arena Workers (I and II) will assume Parks Personnel 1 positions when the Arena is not in operation. Part-time Arena Workers will be offered part-time work at the same or lessor hours in the Parks Department, provided such work is available.
- f) Overtime shall be granted after ten (10) hours worked in one (1) day or forty (40) hours worked in one (1) week.
- g) Vacations shall be granted to employees working ten (10) hour shifts on a calendar week basis as follows:  
15 days = 3 calendar weeks vacation (i.e. 120 hours)  
20 days = 4 calendar weeks vacation (i.e. 160 hours)  
25 days = 5 calendar weeks vacation (i.e. 200 hours)  
30 days = 6 calendar weeks vacation (i.e. 240 hours)
- h) Sick leave shall be accrued and taken on a day for day basis. That is to say ten (10) hours when the employee is working a ten (10) hour work day, and eight (8) hours when the employee is working an eight (8) hour work day. It being understood, when the employee moves from a ten (10) hour shift to an eight (8) hour shift, his sick leave credits and sick leave accrual shall be converted to eight (8) hours, and vice versa.(i.e. when moving from a ten (10) hour shift to an eight (8) hour shift the employee's accrual is multiplied by 8/10, when moving from an eight (8) hour shift to a ten (10) hour shift the employee's accrual is multiplied by 10/8, sick leave pay out is based upon the average length of shift the employee worked in the five (5) year period immediately preceding the pay out.)

- i) Statutory holidays shall be on a day for day basis. That is to say ten (10) hours when the employee is working a ten (10) hour work day, and eight (8) hours when the employee is working an eight (8) hour work day.

## 2.0 Summer Hours (Summer Ice)

- a) The Parties shall develop a mutually acceptable shift schedule for full-time Arena workers when ice is being maintained in the Arena during summer months. This schedule must average forty (40) hours per week over the shift cycle and provide for seven (7) days per week coverage during the Arena's operating hours, and may include work in the Parks Department in order to ensure employees achieve an average of forty (40) hours per week. Should the Parties fail to agree, the Director of Operational Services shall have the right to implement a schedule that meets these established objectives.
- b) Full-time Arena workers who work in the Arena during the summer shall either work on the shift schedule resulting from the above paragraph (a), or on ten (10) hour shifts in accordance with the above subsections (i.e. those set-out in the winter schedule). The Director of Operational Services or designate, shall determine which of these two (2) schedules is to be followed during summer operations at the Arena.

**APPENDIX B**

**OPERATIONS WINTER HOURS**

In order for the Town to provide regular weekend snow removal and sanding/salting operations during the winter, the following conditions shall apply:

1. The terms of the Collective Agreement apply except as hereinafter amended.
2. The following winter work schedule may be implemented between November 1<sup>st</sup> and March 31<sup>st</sup>:

<u>M</u>	<u>T</u>	<u>W</u>	<u>TH</u>	<u>F</u>	<u>S</u>	<u>S</u>
1	2	3	4	5	6	7
OFF	OFF	1	2	3	OFF	OFF
1	2	3	4	5	6	7
OFF	OFF	1	2	3	OFF	OFF

3. The work schedule shall be posted by September 30<sup>th</sup> of each year and will be based on the above rotation system unless an employee volunteers to work additional weeks.
4. The Town shall request two (2) Works Department employees to volunteer to work the winter schedule. If two (2) employees do not volunteer, then the Town shall appoint two (2) qualified employees to the schedule on a rotation basis.
5. The above winter work schedule shall not result in payment of overtime, except where the regular daily hours are exceeded, an employee works on his normal days off or a statutory holiday.
6. For regular hours worked on Saturday and Sunday, an employee shall be paid a premium of one dollar and fifteen cents (\$1.15) per hour over his regular wage rate. Where two (2) or more premiums apply, only the higher premium shall be paid.
7. When snow and ice control does not provide a full day's work, the Town may assign work which the employee is qualified to perform.

**SCHEDULE A**

<b>CLASSIFICATION</b>	<b>EFFECTIVE</b>	January 1, 2010 (2.9%)	January 1, 2011 (1.5%)	January 1, 2012 (1.6%)	January 1, 2013 (1.7%)
Ticket Taker		\$14.67	<b>\$14.89</b>	<b>\$15.13</b>	<b>\$15.39</b>
Student		\$15.89	<b>\$16.13</b>	<b>\$16.39</b>	<b>\$16.67</b>
Student Supervisor		\$18.00	<b>\$18.27</b>	<b>\$18.56</b>	<b>\$18.88</b>
Pre-School Instructor - \$1.00 increase for 2011, 2012, 2013 plus the general percentage wage increases		\$17.93	<b>\$19.21</b>	<b>\$20.53</b>	<b>\$21.90</b>
Labourer I Accounting Clerk I Clerk Typist Development Service Clerk I Clerk-Typist/Dispatch RCMP		\$24.05	<b>\$24.41</b>	<b>\$24.80</b>	<b>\$25.22</b>
Arena Worker I Development Service Clerk I (after 8 mos.) Labourer II Accounting Clerk I (after 8 mos.) Clerk Typist (after 8 mos.) Clerk-Typist/Dispatch (after 8 mos.)		\$25.36	<b>\$25.74</b>	<b>\$26.15</b>	<b>\$26.59</b>
Airport Maintenance – Mechanic/Operator I Municipal Records Clerk/Secretary Utility Operator I Parks Personnel I Court Liaison Officer I Garbage Truck Driver/Swamper 1 Equipment Operator I Arena Worker II Development Services Clerk II Shop Service Person		\$26.30	<b>\$26.69</b>	<b>\$27.12</b>	<b>\$27.58</b>
Airport Maintenance – Mechanic/Operator II Parks Personnel II Garbage Truck Driver/Swamper II Equipment Operator II Maintenance Person II Utility Operator II Accounting Clerk 1 (after two years) Steno-Secretary		\$27.79	<b>\$28.21</b>	<b>\$28.66</b>	<b>\$29.15</b>
Building Inspector I		\$28.34	<b>\$28.77</b>	<b>\$29.23</b>	<b>\$29.73</b>
Equipment Operator III Building Inspector II		\$28.78	<b>\$29.21</b>	<b>\$29.68</b>	<b>\$30.18</b>
Airport Administrative Assistant Utility Operator III Engineering/Planning Technician III		\$29.29	<b>\$29.73</b>	<b>\$30.21</b>	<b>\$30.72</b>
Accounting Clerk II		\$29.95	<b>\$30.40</b>	<b>\$30.89</b>	<b>\$31.42</b>
Senior Accounting Clerk Airport Maintenance - Mechanic Supervisor Senior Engineering Technician Utility Operator IV Mechanic – Certified		\$30.92	<b>\$31.38</b>	<b>\$31.88</b>	<b>\$32.42</b>
Operations Supervisor		\$33.78	<b>\$34.29</b>	<b>\$34.84</b>	<b>\$35.43</b>
Building Inspector III Planner		\$35.50	<b>\$36.03</b>	<b>\$36.61</b>	<b>\$37.23</b>
Prevention and Community Safety Officer – Level I		\$28.78	<b>\$29.21</b>	<b>\$29.68</b>	<b>\$30.18</b>
Prevention and Community Safety Officer – Level II		\$30.38	<b>\$30.84</b>	<b>\$31.33</b>	<b>\$31.86</b>
Prevention and Community Safety Officer – Level III		\$31.87	<b>\$32.35</b>	<b>\$32.87</b>	<b>\$33.43</b>
Prevention and Community Safety Officer – Level IV		\$33.36	<b>\$33.86</b>	<b>\$34.40</b>	<b>\$34.98</b>

**LETTER OF UNDERSTANDING #1**

between

TOWN OF SMITHERS

and

CUPE LOCAL 1570

**MODIFIED WORK WEEK CLERICAL EMPLOYEES**

1. Individual clerical employees (including RCMP Detachment staff, the Accounting Clerk I, Accounting Clerk II, Senior Accounting Clerk, Airport Administrative Assistant, Development Services Clerk, Steno-Secretary, Clerk-Typist, Clerk-Typist Dispatch RCMP, Municipal Records Clerk/Secretary and will be considered as clerical staff) may apply to work a modified work week arrangement in accordance with this Letter.
2. Only the following types of modified work week arrangements may be worked under this Letter:
  - a) An employee's regular shift starting and stopping times may be varied, provided that the employee must work a minimum of seven (7) or seven and one-half (7.5) consecutive hours on each work day, as applicable.
  - b) An employee's regular work week may be reduced to four (4) consecutive days, provided that the balance of shifts in that week are increased in length so that the employee still works thirty-five (35) or thirty-seven and one-half (37.5) hours in that week, as applicable.
  - c) Employees, with mutual agreement of the employer and union, may work longer than thirty-five (35) or thirty-seven and one-half (37.5) hour week and bank the time for future time off at times mutually agreed to by the employer and employee.
3. The length of meal breaks and coffee breaks are to be strictly adhered to, as set out in the Collective Agreement, except where it is mutually agreed by the employer and employee to alter the length of the lunch period.
4. The following conditions must be met in order for any modified work week arrangement to be considered:
  - a) There must be no added costs to the Town as a result of any such arrangement, and
  - b) Service to the public must not be negatively affected.

5. Applications for modified work week shall be granted at the discretion of the Town and must be approved by the Chief Administrative Officer, or designate, as well as the applicable Department Head, an application shall not be unreasonably denied provided the conditions under point 4 will be met. The Town and the Union may cancel any particular modified work week arrangement upon two (2) weeks written notice to the applicable employee and the other Party. In the event the Town cancels a modified work week arrangement because the conditions under Point 4 are not being met, such decision shall not be grievable.
6. a) The provisions of the Agreement and this Letter notwithstanding, the Town may alter one (1) clerical employee's working hours for the day of Regular Council meetings and/or Committee of the Whole meetings, so that the employee in question will attend such meeting to record the minutes, without receiving overtime. The employee's shift starting and stopping times may be varied, or the employee may be required to work a split-shift, provided such shift is completed within a period of twelve (12) consecutive hours.
- b) This requirement will be fairly distributed, on an equitable basis, among all clerical/RCMP employees who have the required ability and who have an approved modified work week arrangement. Should there be insufficient number of qualified employees working modified work week to meet the requirements of this section, the work shall be assigned by the Town to the most junior clerical employee with the required ability. The Town shall give at least forty-eight (48) hours notice to employees who are required to work under this section.
- c) All hours worked during Council meetings and/or Committee of the Whole meetings may be banked and used at a future date mutually agreed upon between the employee and Department Head.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2011

FOR THE TOWN OF SMITHERS:

FOR CUPE LOCAL 1570:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
President

\_\_\_\_\_  
Chief Administrative Officer

\_\_\_\_\_  
Secretary

**LETTER OF UNDERSTANDING #2**

between

TOWN OF SMITHERS

and

CUPE LOCAL 1570

**Re: Employee Sick Leave Accumulations**

The following regular full-time employees shall have the following "grand-parented" (PSAC) sick leave accumulations during the period when this Letter remains in force and effect:

<b>NAME</b>	<b>ACCUMULATION IN DAYS</b>
Tracy Berry	57 days
Gordon Arnold	122 days
Gary Fearnside	20 days

These "grand-parented" sick leave accumulations are a reserve and may be used by the employees should they be eligible to take paid sick leave under Article 22.11, in addition to sick leave accumulated under Article 22.11 (a).

When the above employees use sick leave, they shall first utilize sick leave earned and accumulated under Article 22.11 (a). The "grand-parented" sick leave amounts shall only be used after an employee's accumulated sick leave under Article 22.11 (a) has been exhausted.

The "grand-parented" sick leave amounts are not to be counted for purposes of payout under Article 22.11 (e). The payout of unused sick leave shall be based solely on unused sick leave accumulated by each of the employees under Article 22.11 (a).

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2011

FOR THE TOWN OF SMITHERS:

FOR CUPE LOCAL 1570:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
President

\_\_\_\_\_  
Chief Administrative Officer

\_\_\_\_\_  
Secretary

**LETTER OF UNDERSTANDING #3**

between

TOWN OF SMITHERS

and

CUPE LOCAL 1570

**Re: Employment of Temporary Employees**

The following individuals shall be given preference over other applicants for temporary employment on a seasonal (winter) basis, in the listed classification, provided he maintain(s) the necessary qualifications and continue(s) to perform in a fashion satisfactory to the Town.

Name

Classification

Paul Ealden

Airport Maintenance – Mechanic/Operator II

The Town shall not utilize employees, who are not members of the bargaining unit, to perform work in the above listed classification during the winter season, if by so doing, it results in the above listed individuals not being employed on a seasonal basis, provided the above listed individuals maintain(s) the necessary qualifications and continue(s) to perform in a fashion satisfactory to the Town, and provided further that he is ready, willing and able to work as and when required.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2011

FOR THE TOWN OF SMITHERS:

FOR CUPE LOCAL 1570:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
President

\_\_\_\_\_  
Chief Administrative Officer

\_\_\_\_\_  
Secretary



**LETTER OF UNDERSTANDING #4**

between  
TOWN OF SMITHERS  
and  
CUPE LOCAL 1570

**Re: Regular Seasonal Employees**

Whereas the parties recognize that it may be to their mutual benefit in having a category of Regular Seasonal employees, they agree to engage in discussions through Labour Management on the various collective agreement aspects of creating a new category of Regular Seasonal employees.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2011

FOR THE TOWN OF SMITHERS:

FOR CUPE LOCAL 1570:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
President

\_\_\_\_\_  
Chief Administrative Officer

\_\_\_\_\_  
Secretary

