

COLLECTIVE AGREEMENT

between the

CITY OF FORT ST. JOHN

and the

**B.C. GOVERNMENT AND SERVICE
EMPLOYEES' UNION (BCGEU)**

Effective from January 1, 2015 to December 31, 2017

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DEFINITIONS

For the purpose of this agreement:

1. "Auxiliary Employees" are employees that occupy an on call roster and that are employed to cover absences and/or for work which is not of a continuous nature such as:
 - (a) seasonal positions;
 - (b) positions created to carry out projects of a specific length (not to exceed three months) and agreed to by the Union;
 - (c) positions created to cover employees on scheduled time off in lieu of overtime, vacation, sick leave, short-term disability leave, bereavement leave, maternity leave, parental leave, paternity leave and other leaves excluding Article 11.5 - Care and Nurturing/Bridging of Service;
 - (d) temporary positions for on call work or emergencies.
2. "Bargaining Unit" is the unit for collective bargaining described in the certification for which the B.C. Government and Service Employees' Union was certified by the Labour Relations Board of British Columbia on May 8, 1981 and includes all the employees of the City of Fort St. John as outlined in Appendix A of this agreement and excludes those employees listed in Appendix B.
3. "City Manager" means the senior administrative officer of the City of Fort St. John, or his/her delegate.
4. "Classifications" those titles listed in Appendix A or those added to the list and mutually agreed to during the life of the agreement.
5. "Continuous Employment" and "Continuous Service" means uninterrupted employment in the service of the City of Fort St. John subject to the provisions of Article 11.3.
6. "Day of Rest" in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of his position. This does not include employees on a leave of absence.
7. "Demotion" means a change from an employee's position to one with a lower maximum salary.
8. "Employee" means a member of the bargaining unit.

Employee does not include:

- (a) Persons excluded by the *Municipal Act*
 - (b) Incumbents of managerial or confidential positions mutually excluded by the parties to this agreement.
9. "Employer" means the City of Fort St. John.
 10. "Field Status" employees who are normally required to work away from their point of assembly and who, on a day-to-day basis, do not work in an office, institution, plant or other similar fixed location which is their normal point of assembly.
 11. "Full-Time Employee" is an employee who has successfully completed a probation period and works full-time on a regularly scheduled basis in accordance with the weekly hours of work identified in Appendix A.

12. "*Headquarters*" or "*Geographic Location*" is that area within a radius of five miles of where an employee ordinarily performs his duties.
13. "*Holiday*" means the 24 hour period commencing at 00:01 hours of a day designated as paid holiday in this agreement.
14. "*Hours of Operation*" are the hours established by the Employer to provide adequate service to the public and to fulfil the functions of the work unit.
15. "*Hours Travelled*" means hours spent travelling from point to point on an hourly or daily basis laid down by the Employer and does not include meal breaks, lodging time or time spent other than travelling.
16. "*Lateral Transfer*" refers to the movement of an employee from one position to another which does not constitute a demotion or promotion.
17. "*Leave of Absence With Pay*" means to be absent from duty with permission but with pay.
"*Leave of Absence Without Pay*" means to be absent from duty with permission but without pay.
18. "*Part-Time Employee*" is an employee who has successfully completed a probation period and works less than full-time on a regularly scheduled basis.
19. "*Pay*" means rate of compensation for the job.
20. "*Probation*" for an employee means the time spent by the employee prior to being confirmed in the position for which he was hired.
21. "*Probationary Employee*" - New employees shall serve a (90) calendar day probationary period to determine the suitability for employment. The probationary period may be extended in writing by mutual agreement.
22. "*Promotion*" means a change from an employee's position to one with a higher maximum salary level.
23. "*Resignation*" means a voluntary notice by the employee that he is terminating his service on the date specified.
24. "*Rest Period*" is a paid interval which is included in the workday and is intended to give the employee an opportunity to have refreshments or a rest.
25. "*Shift*" means the period of scheduled working hours on a workday where the hours are consecutive, except meal periods.

An auxiliary employee who reports for on call work shall be deemed to be scheduled.
26. "*Termination*" is the separation of an employee from the service of the City of Fort St. John for cause pursuant to Articles 10 and 11 of this agreement.
27. "*Transfer*" refers to the movement of an employee from one geographic location to another.
28. "*Travel Status*" with respect to an employee means absence of the employee from his headquarters or geographic location on municipal business with the approval of the Employer, but travel status does not apply to employee temporarily assigned to a position outside of his headquarters or geographic location or to field status employees.
29. "*Union*" means the B.C. Government and Service Employees' Union.

30. "Workday" is a period of 24 consecutive hours commencing with the starting time of any shift. For the purpose of calculating compensatory overtime rates only, the time worked prior to, but adjoining to a shift, shall be deemed as time worked after a shift.
31. "Work Schedule" is a projection of days on, days off, starting and finishing times.
32. "Workweek" is defined as the seven day period beginning 00:01 on Sunday and ending at 23:59 on the following Saturday.

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

- (a) The purpose of this agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.
- (b) The parties to this agreement share a desire to improve the quality of the municipal service of Fort St. John. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels of the municipal service in which members of the bargaining unit are employed.
- (c) The parties recognize the benefit to be derived from a work environment free from harassment where the conduct and/or language of all employees meets the acceptable social standards of the workplace. The parties agree to maintain such an environment.

1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provisions of this agreement, the remaining provisions shall remain in effect for the term of the agreement, and the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

1.3 Conflict with Regulations

In the event that there is a conflict between the contents of this agreement and any regulation made by the Employer, or on behalf of the Employer, this agreement shall take precedence over the said regulations.

1.4 Use of Terms

- (a) *Masculine and Feminine* - The masculine or feminine gender may be used interchangeably throughout this agreement. Wherever one gender is used, it shall be construed as meaning the other if the facts or context require.
- (b) *Singular and Plural* - Wherever the singular is used, the same shall be construed as meaning the plural if the facts so require.

1.5 Human Rights Code

The parties hereto subscribe to the principles of the *Human Rights Code* of British Columbia.

1.6 Discrimination and Harassment Under the Human Rights Code

(a) Purpose

The City of Fort St. John, in cooperation with the Union, will promote a work environment that is free from harassment and discrimination where all employees are treated with respect and dignity.

Discrimination and harassment relates to any of the prohibited grounds contained in the BC *Human Rights Code*. Prohibited conduct may be verbal, non-verbal, physical, deliberate or unintended, unsolicited or unwelcome, as determined by a reasonable person. It may be one incident or a series of incidents depending on the context.

Employees have the right to employment without discrimination or harassment because of race, colour, ancestry, place of origin, religion, family status, marital status, physical disability, mental disability, sex, age, sexual orientation, political beliefs, and criminal or summary offence unrelated to their employment.

Harassment does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.

Protection against harassment extends to incidents occurring at or away from the workplace during or outside working hours provided the acts are committed within the course of the employment relationship.

This clause does not preclude an employee from filing a complaint under Section 8 of the BC *Human Rights Code*; however, an employee shall not be entitled to duplication of process. An employee making a complaint of harassment must choose to direct a complaint to either the BC Council of Human Rights or to the process specified in the Harassment Policy and Procedures. In either event a complaint of harassment shall not form the basis of a grievance.

An employee who files a written complaint which would be seen by a reasonable person to be frivolous, vindictive or vexatious may be subject to disciplinary action. Disciplinary action taken may be grieved pursuant to Article 8.

(b) Sexual Harassment

Sexual harassment is one form of discrimination and is defined as any unwelcome comment or conduct of a sexual nature that may detrimentally affect the work environment or lead to adverse job related consequences for the victim of the harassment.

Examples of sexual harassment include but are not limited to:

- (1) a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;
- (2) sexual advances with actual or implied work related consequences;
- (3) unwelcome remarks, questions, jokes or innuendo of a sexual nature; including sexist comments or sexual invitations;
- (4) verbal abuse, intimidation, or threats of a sexual nature;
- (5) leering, staring or making sexual gestures;
- (6) display of pornographic or other sexual materials;
- (7) offensive pictures, graffiti, cartoons or sayings;

- (8) unwanted physical contact such as touching, patting, pinching, hugging;
- (9) physical assault of a sexual nature.

This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

(c) *Procedures*

- (1) All persons involved in the handling of a complaint under these procedures shall hold in the strictest confidence all information of which they become aware; however, if it is recognized that various officials of the constituent group(s) and the Employer will be made aware of all or part of the proceedings on a "*need to know*" basis.
- (2) Before proceeding to the formal complaint mechanism an employee who believes he or she has a complaint of harassment or discrimination may approach their supervisory personnel, union steward, or other contact person to discuss potential means of resolving a complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.
- (3) If the matter is not resolved to the employee's satisfaction, then the employee will approach the first excluded level of management not involved in the matter, for assistance in resolving the issue within six months of the alleged occurrence. The manager will investigate the allegation and take steps to resolve the concern as appropriate within 30 days of the issue being raised by the employee. The manager will discuss the proposed resolution with the employee. The employee may have a union representative present during these discussions. Where the first excluded level of management is the respondent, the employee shall approach the respondent's supervisor.
- (4) If the proposed resolution is not acceptable, the employee may refer the matter through the Union in writing to the City Manager within 30 days of receiving the manager's response or when the response was due.

A written complaint shall specify the details of the allegation(s) including:

- (i) name and title of the respondent;
 - (ii) a description of the action(s), conduct, events or circumstances involved in the complaint;
 - (iii) the specific remedy sought to satisfy the complaint;
 - (iv) date(s) of incidents;
 - (v) name(s) of witnesses (if any);
 - (vi) prior attempts to resolve (if any).
- (5) The City Manager will acknowledge, in writing, receipt of the Union's notice and will have the matter investigated and will take such steps as may be required to resolve the matter. The Union and the employees involved shall be advised in writing of the proposed resolution within 30 days of providing notice to the City Manager or such later date as may be mutually agreed by the City and the Union.
 - (6) Where the matter is not resolved pursuant to (5), the Union may refer the matter to arbitration.

1.7 Personal Harassment

Personal harassment, including bullying, takes place when a person acts in a manner which serves no legitimate work purpose and which ought reasonably be known to be inappropriate.

Personal harassment, including bullying, does not include action occasioned through the exercise, in good faith, of the Employer's managerial/supervisory rights and responsibilities.

Where the allegation is based on a matter for which another dispute resolution mechanism exists, then this process shall not be utilized.

Procedures

(a) If there is an allegation of personal harassment, including bullying, the employee will approach their supervisor or the first level of excluded manager, not involved in the matter, for assistance in resolving the issue within 30 days of the alleged occurrence. The supervisor/manager will investigate the allegation and take steps to resolve the concern as appropriate within 30 days of the issue being raised by the employee. The supervisor/manager will discuss the proposed resolution with the employee. The employee may have a steward present during these discussions.

(b) If the proposed resolution is not acceptable, the employee may refer the matter through the Union in writing to the City Manager within 30 days of receiving the supervisors/managers response or when the response was due. The written statement will provide full particulars of the allegation including the name(s) of individual(s) involved, the date(s), the wrongdoing which is alleged to have occurred and an outline of the steps which have been taken to resolve the matter in (a) above. The City Manager shall provide the respondent with a copy of the complaint.

(c) The City Manager will acknowledge, in writing, receipt of the Union's notice and will have the matter investigated and will take such steps as may be required to resolve the matter. The Union and the employees involved in the allegation shall be advised in writing of the proposed resolution within 30 days of providing notice to the City.

(d) Where the matter is not resolved pursuant to (c), the Union may refer the matter to arbitration within 30 days of receiving the City Manager's response or when the response was due.

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Unit Defined

The bargaining unit shall comprise all employees included in the certification dated May 8, 1981 as defined in this agreement except those employees in positions mutually agreed to between the parties as managerial and/or confidential exclusions. The guidelines to be considered in negotiating exclusions shall be:

- (a) position incumbents employed for the primary purpose of exercising senior management functions;
- (b) position incumbents employed in a confidential capacity in matters relating to labour relations.

Incumbents of new positions established by the Employer shall automatically be included in the bargaining unit unless specifically excluded by mutual agreement or by virtue of their being covered by another bargaining unit. Exclusions to the bargaining unit are listed as Appendix B of this agreement.

2.2 Bargaining Agent or Recognition

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees to whom the certification issued by the Labour Relations Board on May 8, 1981 applies.

2.3 Correspondence

The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this agreement shall be sent to the President of the Union or his designate.

The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this agreement pertaining to the interpretation or application of any clause in this agreement, shall be forwarded to the President of the Union or his designate.

2.4 No Other Agreement

No employee covered by this agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which may conflict with the terms of this agreement.

2.5 No Discrimination for Union Activity

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union.

2.6 Recognition and Rights of Stewards

The Employer recognizes the Union's right to select stewards to represent employees. The Employer and the Union will agree on the number of stewards, taking into account both operational and geographic considerations. The Union agrees to provide the Employer with a list of the employees designated as stewards for each jurisdictional area. A steward shall obtain the permission of his immediate supervisor before leaving his work to perform his duties as a steward. Leave for this purpose shall be with pay. Such permission shall not be unreasonably withheld. On resuming his normal duties, the steward shall notify his supervisor. Duties of the stewards shall include:

- (a) investigation of complaints of an urgent nature;
- (b) investigation of grievances and assisting any employee which the steward represents in preparing and presenting a grievance in accordance with the grievance procedure;
- (c) supervision of ballot boxes and other related functions during ratification votes;
- (d) carrying out duties within the realm of assigned safety responsibilities for stewards who are members of safety committees;
- (e) attending meetings called by management.

2.7 Bulletin Boards

The Employer shall provide bulletin board facilities for the exclusive use of the Union, the sites to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business affairs of the Union.

2.8 Union Insignia

- (a) A union member shall have the right to wear or display recognized insignia of the Union.
- (b) The recognized insignia of the Union shall include the designated "bcgeu". This designation shall, at the employee's option, be placed on stenography typed by a member of the Union. This designation shall be placed below the signatory initials on typewritten correspondence.

2.9 Right to Refuse to Cross Picket Lines

All employees covered by this agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the *Labour Code* of British Columbia. Any employee failing to report for duty shall be considered to be absent without pay. Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action.

2.10 Time Off for Union Business

- (a) *Without Pay* - Leave of Absence without pay and without loss of seniority will be granted:
 - (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
 - (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
 - (3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee;
 - (4) to employees called by the Union to appear as witnesses before an arbitration board.
- (b) *With Pay* - Leave of Absence with basic pay and without loss of seniority will be granted to employees who are Table Officers of the B.C. Government and Service Employees' Union who are representatives of the Union on the Union's Bargaining Committee to carry on negotiations with the Employer.

To facilitate the administration of this section when leave without pay is granted, the leave shall be given for salary and benefit costs, including travel time incurred. Leave of absence granted under this article shall include sufficient travel time. The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this article. It is understood that employees granted leave of absence pursuant to this article shall receive their current rates of pay while on leave of absence with pay. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

2.11 Emergency Services

The parties recognize that in the event of a strike or lockout, situations may arise of an emergency nature. To this end, the Employer and the Union will agree to provide services of an emergency nature.

2.12 Bargaining Unit Work

Excluded personnel shall not perform bargaining unit work on a regular or continuous basis. Bargaining unit work does not include work currently performed by excluded personnel or work considered as a normal part of the duties of excluded personnel.

2.13 Job Assignment

Whenever possible, duties shall be performed by those persons assigned to those positions.

ARTICLE 3 - UNION SECURITY

- (a) All employees in the bargaining unit who on March 10, 1978 were members of the Union or thereafter became members of the Union, shall, as a condition of continued employment, maintain such membership.
- (b) All employees hired on or after February 20, 1979 shall, as a condition of continued employment, become members of the Union and maintain such membership.
- (c) Nothing in this agreement shall be construed as requiring a person who was an employee prior to March 10, 1978 to become a member of the Union.

ARTICLE 4 - CHECK-OFF OF UNION DUES

- (a) The Employer shall, as a condition of employment, deduct from the monthly wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union. Each employee shall sign a Dues Authorization Check off form.
- (b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.
- (c) Deduction shall be made biweekly. Membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.
- (d) All deductions shall be remitted to the Union or its assigns not later than 28 calendar days after the date of deduction and the Employer shall also provide a list of names as well as classifications of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee.
- (e) Before the Employer is obliged to deduct any amount under Section (a) of this article, the Union must advise the Employer in writing of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the staff representative of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.
- (f) From the date of the signing of this agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit, except such other deductions as may be mutually agreed to from time to time.
- (g) The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1st of the succeeding year.
- (h) A report of employees who cease employment and their reason for cessation will be provided to the Union on a quarterly basis, subject to the Employer's implementation of a new Human Resources Information System (HRIS).

ARTICLE 5 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check off. A new employee shall be advised of the name and location of his steward. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce him to his steward. The Employer agrees that the bargaining unit Chairperson or his designate will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for 15 minutes during the employee's orientation for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the Employer and the Union. This orientation will take place prior to the employee working his first shift, wherever possible. A copy of the collective agreement will form part of the orientation package given to the employee by the Employer.

ARTICLE 6 - EMPLOYER'S RIGHTS

The Union acknowledges that the management and directing of the employees in the bargaining unit is retained by the Employer except as this agreement otherwise specifies.

It is understood that the exercise of the rights of the Municipality under this section does not relieve the Municipality of its obligation arising out of any other provision of this agreement, or limit the rights of the employees arising out of any other provisions of this agreement.

The parties agree that the foregoing enumeration of Management's rights shall be vested in the City Manager .

ARTICLE 7 - ARTICLE 7 - EMPLOYER-UNION RELATIONS

7.1 Representation

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. To implement this, the Union shall supply the Employer with the names of its officer and similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

7.2 Union Bargaining Committees

A union bargaining committee shall not exceed five members of the bargaining unit, but shall include members of the staff of the Union when negotiating with the Employer.

7.3 Union Representatives

The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance.

Members of union staff shall notify the excluded designated supervisory official in advance of their intention and their purpose for entry and shall not interfere with the operation of the section concerned. In order to facilitate the orderly, as well as the confidential investigation of grievances, the Employer will attempt to make available to union representatives or stewards temporary use of an office or similar facility.

7.4 Technical Information

The Employer agrees to provide to the Union such information that is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes. In addition, the Employer shall make available to the Union, member information submitted with each dues tape. This information shall include the following: Social Insurance Number, Surname and First Name, Address, Sex, Birth Date, Job Classification Number and Job Step, Gross Pay, Month to Date Dues, and will be provided in ASCII language, when available to the Employer.

ARTICLE 8 - GRIEVANCES

8.1 Grievance Procedure

- (a) The Employer and the Union recognize that grievances may arise concerning:
 - (1) differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this agreement, or Arbitral Award, including a question as to whether or not a matter is subject to arbitration;
 - (2) the dismissal, discipline, or suspension of an employee bound by this agreement.
- (b) The procedure for resolving a grievance shall be the grievance procedure in this article.

8.2 Step 1

In the first step of the grievance procedure every effort shall be made to settle the dispute with the designated local supervisor. The aggrieved employee shall have the right to have his steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the union steward, to Step 2 of the grievance procedure.

8.3 Time Limits to Present Initial Grievance

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Section 8.4, must do so no later than 21 calendar days after the date:

- (a) on which he was notified orally or in writing, of the action or circumstances giving rise to the grievance;
- (b) on which he first became aware of the action or circumstances giving rise to the grievance.

8.4 Step 2

- (a) Subject to the time limits in 8.3, the employee may present a grievance at this level by:
 - (1) recording his grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
 - (2) stating the article or articles of the agreement infringed upon or alleged to have been violated, and the remedy or correction required; and
 - (3) transmitting this grievance to the designated local supervisor through the union steward.
- (b) The local supervisor shall:
 - (1) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2;

- (2) provide the employee with a receipt stating the date on which the grievance was received.

8.5 Time Limit to Reply at Step 2

The representative designated by the Employer to handle grievances at Step 2 shall reply in writing to an employee's grievance within 14 calendar days of receiving the grievance at Step 2.

8.6 Step 3

The staff representative of the Union, or his designate, may present a grievance at Step 3:

- (a) within 14 calendar days after the decision has been conveyed to him by the representative designated by the Employer to handle grievances at Step 2;
- (b) within 14 calendar days after the Employer's reply was due.

8.7 Time Limit to Reply at Step 3

The representative designated by the Employer to handle grievances at Step 3 shall reply in writing to the grievance within 30 calendar days of receipt of the grievance at Step 3.

8.8 Failure to Act

If the staff representative of the Union, or his designate, does not present a grievance to the next higher level within the prescribed time limits, the grievance will be deemed to have been abandoned; however, the Union shall not be deemed to have prejudiced their position on any future grievance.

8.9 Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step 3, and pursuant to Article 9, the staff representative, or his designate, may inform the Employer of his intention to submit the dispute to arbitration within:

- (a) 30 calendar days after the Employer's decision has been received;
- (b) 30 calendar days after the Employer's decision was due.

8.10 Administrative Provisions

- (a) Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by facsimile.
- (b) Grievances, replies and notification shall be deemed to be presented on the day on which they are faxed.

8.11 Dismissal and Suspension Grievances

- (a) The Employer shall notify an employee in writing of a decision to suspend, or discharge the employee and shall in the notice indicate the reasons for the action.
- (b) A copy of the written notice of dismissal or suspension shall be forwarded to the President of the Union or his designate, within five working days of the action being taken.
- (c) The employee, within 10 working days of receiving the notice, may file a grievance regarding the Employer's action at Step 3 of the grievance procedure.
- (d) The grievance shall be heard by an arbitration board (or a single arbitrator if mutually agreed) within 10 working days of filing. The Chairman, or single arbitrator, shall be selected from a mutually agreed list on the basis of the person who is available to hear the case within 10 days.

8.12 Deviation from Grievance Procedure

The Employer agrees that after a grievance has been initiated by the Union, the Employer's representatives will not enter into discussion or negotiation, with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union. In the event that after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that pursuant to this article, the grievance shall be considered to have been abandoned.

8.13 Policy Grievance

Where either party to this agreement disputes the general application, interpretation, or alleged violation of an article of this agreement, the dispute shall be discussed initially with the Municipal Administration or the Union as the case may be, within 30 calendar days of the occurrence. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 9 of this agreement.

8.14 Technical Objections to Grievances

It is the intent of both parties to this agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end, an arbitration board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

8.15 Effective Date of Settlements

Settlements reached at any step of the grievance procedure in this article, other than 8.13, shall be applied retroactively to the date of the occurrence of the action or situation which gave rise to the grievance, but not prior to the effective date of the agreement in effect at the time of the occurrence or the date set by a board of arbitration.

8.16 Amending of Time Limits

The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing.

ARTICLE 9 - ARBITRATION**9.1 Arbitration**

The Union may submit a grievance to arbitration within 30 calendar days of failing to resolve the issue at the Step 3 level or 30 calendar days from when the Step 3 response was due. The Employer shall be informed of this decision.

9.2 List of Arbitrators

The arbitrators agreed to in Appendix E shall be selected on a rotating basis, provided he/she is available to convene a hearing within 30 calendar days (10 working days for Article 8.11). Should none of these arbitrators be available within the 30 calendar day period, then the parties may by mutual agreement select an alternative arbitrator.

9.3 Decision of the Arbitrator

The decision of the Arbitrator shall be final, binding, and enforceable on the parties. The Arbitrator shall have the power to dispose of a grievance by any arrangement deemed just and equitable. However, the Arbitrator shall not have the power to change this agreement by altering, modifying or amending any provisions.

9.4 Costs

The parties to this agreement shall jointly bear the cost of the Arbitrator and each of the parties shall bear the cost of its own representatives and witnesses.

9.5 Amending Time Limits

The time limits fixed in the arbitration procedure may be altered by mutual consent of the parties but the same must be in writing.

9.6 Witnesses

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses. All reasonable arrangement will be made to permit the concerned parties or the Arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

9.7 Grievance Recommendations

If a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or the interpretation, application, operation or alleged violation of the agreement, including any question as to whether a matter is arbitrable, during the term of the collective agreement, Ron Keras, or a substitute, agreed to by the parties, shall at the request of either party:

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the difference;

within 30 days from the date of receipt of the request, and for those 30 days from that date, time does not run in respect of the grievance procedure.

9.8 Expedited Arbitration

Subject to Article 9.1, expedited arbitration shall refer to a system of rights arbitration incorporating procedures specifically designed to reduce delay and/or cost in the hearing and issuance of an award:

- (a) All grievances except dismissals or suspensions greater than 10 days shall be considered suitable for and resolved by expedited arbitration.
- (b) The parties shall mutually agree upon a single arbitrator whose name shall be taken from a list in Appendix E - List of Single Arbitrators.
- (c) The Arbitrator shall hear the grievance and shall render a decision within two working days of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.
- (d) Arbitration awards shall be of not precedential value and shall not, therefore, be referred to by the parties in respect of any other matter.
- (e) All settlements of expedited arbitrations shall be "*without prejudice*".

- (f) The parties shall equally share the cost of fees and expenses of the Arbitrator and hearing room.
- (g) No later than two weeks prior to the scheduled hearing for each grievance, the Union and the Employer shall prepare a statement of agreed facts for presentation at the hearing. They will identify the names of all witnesses that they intend to call and will advise the other party of the purpose for which that witness is being called. They will also identify any preliminary issues that they intend to raise with the Arbitrator and the remedy being sought.
- (h) Notwithstanding the above, either party may take any grievances to full arbitration as per Article 9 of this agreement.

ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

10.1 Burden of Proof

In all cases of discipline, the burden of proof of just cause shall rest with the Employer.

10.2 Dismissal

The City Manager may dismiss any employee for just cause. Notice of dismissal shall be in writing and shall set forth the reasons for dismissal.

10.3 Suspension

The City Manager may suspend an employee for just cause. Notice of suspension shall be in writing and shall set forth the reasons for the suspension.

10.4 Dismissal and Suspension Grievance

All dismissal and suspension grievances shall be filed at Step 3 of the grievance procedure. It is understood that all Step 3 grievances shall be dealt with by the City Manager.

A copy of the written notice of the dismissal or suspension shall be forwarded to the staff representative of the Union within five working days of action being taken.

10.5 Right to Grieve Other Disciplinary Action

(a) Disciplinary action grievable by the employee shall include written censures, letters of reprimand and adverse reports or performance evaluation. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in his file, he shall be entitled recourse through the grievance procedure and the eventual resolution thereof shall become part of his personnel record.

(b) Upon the employee's request any such document, other than official evaluation reports, shall be removed from the employee's file after the expiration of 24 months from the date it was issued provided there has not been a further infraction. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

10.6 Evaluation Reports

Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity after the interview to read and review the appraisal. Provision shall be made on the evaluation form for an employee to sign it. The form shall provide for the employee's signature in two places; one indicating that the employee has read and accepts the appraisal, and the other

indicating that the employee disagrees with the appraisal. The employee shall sign in one of the places provided. No employee may initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the appraisal. An employee shall, upon request, receive a copy of this evaluation report at time of signing. An evaluation report shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedures of this agreement.

10.7 Personnel File

An employee or the President of the Union or his/her designate with the written authority of the employee, shall be entitled to review the employee's personnel file(s), both paper and, if applicable, electronic, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance. The employee or the President, as the case may be, shall give the Employer adequate notice prior to having access to such file(s).

10.8 Right to Have Steward Present

(a) An employee shall have the right to have his steward present at any discussion with supervisory personnel which the employee has been advised might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact his steward, providing that this does not result in an undue delay of the appropriate action being taken.

(b) A steward shall have the right to consult with a staff representative of the Union and to have a local representative present at any discussion with supervisory personnel which the steward has been advised might be the basis of disciplinary action against the steward providing that this does not result in an undue delay of the appropriate action being taken.

10.9 Rejection During Probation

The Employer may dismiss a probationary employee for just cause. The test of dismissal for just cause shall be a test of suitability for the probationary employee for continued employment in the position to which he has been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

10.10 Abandonment of Position

An employee who fails to report for duty for three consecutive work days without informing the Employer via telephone of the reason for his absence will be presumed to have abandoned his position and will be terminated effective that date. An employee shall be afforded the opportunity within 15 calendar days of termination to rebut such presumption and demonstrate that there were reasonable grounds for not informing the Employer. The employee will be notified of termination by registered mail to the last known address.

ARTICLE 11 - SENIORITY

11.1 Seniority Defined

For the purpose of this agreement:

(a) Service Seniority shall mean the length of continuous service as an employee in the service of the Municipality of Fort St. John.

- (b) Effective October 30, 2015 there shall be two separate seniority blocks:
- (1) Full-time seniority block based on date of hire for those employees who are regularly scheduled to work 30 or more hours per week.
 - (2) Part-time seniority block based on regular hours worked for those employees who are regularly scheduled to work less than 30 hours per week.

Employees who move from a part-time to full-time position and vice versa shall have their seniority converted based on regular hours worked.

11.2 Seniority List

- (a) The Employer shall maintain a service seniority list showing the date each regular employee commenced employment in the service of the Municipality of Fort St. John. An up to date service seniority list shall be sent to the staff representative of the Union annually.
- (b) Any problems or errors with respect to implementing Articles 11.1, 11.2 and 11.3 shall be referred to the Labour/Management Committee for final determination.
- (c) In the event two or more employees have the same seniority date, the matter of determining their seniority shall be by using the last three digits of the employee's Social Insurance Number. Seniority will be determined in descending order from the highest number to the lowest number.

11.3 Loss of Seniority

- (a) An employee on leave of absence without pay, other than leave of absence for an elected or appointed position in the Union, shall not accrue seniority for leave periods over 30 calendar days. An employee who is on leave of absence without pay in an elected or appointed position of the Union shall continue to accrue seniority without benefits during the leave period. Upon returning the employee shall receive his/her position back, or a position of equal rank and salary.
- (b) An employee on a claim recognized by the WCB shall be credited with service seniority equivalent to what he/she would have earned had he/she not been absent and had been able to work.
- (c) An employee shall lose his seniority as an employee in the event that:
- (1) he is discharged for just cause;
 - (2) subject to 11.4, he voluntarily terminates his employment or abandons his position;
 - (3) he is on layoff for more than one year.

11.4 Re-Employment

An employee who resigns his position and within 60 calendar days is re-employed shall be granted a leave of absence without pay covering those days absent and shall retain all provisions and rights in relation to seniority and other fringe benefits, provided he has not withdrawn his superannuation contributions.

11.5 Care & Nurturing/Bridging of Service

The Employer shall grant, upon request, a leave of absence for the purpose of raising/caring for a minor child on a full-time basis. Seniority shall be retained but not accrued. The following conditions will apply:

- (a) During an employee's employment with the City, total leave granted under this article shall not exceed four years.

- (b) The minimum period of leave granted under this article shall be one year.
- (c) The employee shall be required to serve a 90 calendar day probationary period upon returning to work.
- (d) The employee shall confirm their intention of returning to work at least six months prior to the expiration of the leave. Such notice shall be waived if the employee is the successful applicant to a posted position.
- (e) During the leave the employee must not have been engaged in remunerative employment for more than six months.
- (f) The request for leave must be given in writing to the Employer at least four weeks before the Employee proposes to begin the leave.

ARTICLE 12 - SERVICE CAREER POLICY

12.1 Posting/Filling of Vacancies

All positions within the bargaining unit that are vacant, or all new positions, that are to be filled shall be posted on the bulletin boards for a period of not less than seven calendar days prior to the closing date. Such postings shall contain the following information:

- (a) Classification;
- (b) Salary;
- (c) Job description;
- (d) Number of positions being filled if more than one.

As a vacancy occurs, the Employer may review the needs of the organization. If the Employer is proposing to review organizational manpower levels or restructuring, etc., a letter will be forwarded to the local Chair advising same within a 45 calendar day period of the position being vacant.

12.2 Role of Seniority on Promotions and Transfers and Filling of Vacancies

The parties hereto agree that filling of vacancies, promotions and transfers shall be made on the basis of seniority, provided the employee concerned possesses the necessary qualifications, skill, knowledge and ability to fulfil the job requirements.

12.3 Letter of Preference

In order that all employees have an equal opportunity to apply on vacant or new bargaining unit positions, employees shall be allowed to submit a "*Letter of Preference*" indicating which positions/classifications they wish to apply on. Letters of Preference shall remain valid for three months.

12.4 Notification

Unsuccessful in service applicants to posted positions will be notified in writing of the name and classification of the successful applicant and the reasons why they were unsuccessful. This notification will occur within five days of the successful candidate being notified. All in service applicants who are members of the Union shall be given priority in respect of placement and promotion.

12.5 Trial Period on Promotions, Transfers and Filling of Vacancies

In the case of filling of vacancies, promotions or transfers, a successful applicant shall be placed on trial for a period of 60 calendar days. Conditional on satisfactory service, the employee shall be declared to

have completed the trial period following the 60 calendar days. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, the employee shall be returned to the former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to the former position, wage or salary rate, without loss of seniority.

12.6 Right to Appeal

(a) Where an employee feels he has been aggrieved by any decision of the Employer relating to filling of vacancies, promotion, demotion, or transfer, the employee may appeal the decision to the City Manager within seven calendar days of being notified, in writing, of the reasons why he was unsuccessful. Where an appeal has been filed, no permanent appointments, transfers, promotions or demotions shall take place until the appeal has been adjudicated by the City Manager.

(b) The decision of the City Manager shall be in writing to the Union and employee. An employee unsatisfied with the decision of the City Manager may grieve the decision within five days of receipt, pursuant to Article 9 of the collective agreement.

12.7 Disabled, Injured or Older Worker

On request, the Employer may provide suitable alternate employment with no reduction in pay rate when, through advancing years, injury, illness, or handicap, an employee is unable to perform his normal duties. Such employee shall not displace an employee with more seniority.

12.8 Transfers Without Posting

Lateral transfers or voluntary demotions may be granted without posting, for:

- (a) compassionate or medical grounds to employees who have completed their probationary period;
- (b) all employees who have become incapacitated by industrial injury or industrial illness.

12.9 On-the-Job Training

It is agreed that the Employer recognizes the value of on the job training and will endeavour to provide employees with opportunities to receive training in order to qualify for promotion or transfer.

The Employer shall canvass all employees, a minimum of once per year, to determine who wishes to receive training. Additionally, employees may apply in writing, at any time, to the Employer requesting that they be considered for on the job training.

The Employer shall respond, in writing within 60 calendar days, to an employee's request for training.

- (a) Where the Employer rejects the request for on the job training the employee shall be advised of the reason(s) why. An employee whose request for training is denied may, within 30 calendar days, give written notice to the Joint Labour/Management Committee, that they wish to appeal the decision. The Joint Labour/Management Committee shall then meet to review the request and to make recommendation to the City Manager.
- (b) Where the Employer accepts the request for on the job training, the written notice, whenever possible, will outline the specifics of the training program (e.g.: approximate start and finish date, number of hours of training and the evaluation process).

An employee may be rejected from the training program on or after 20 working days for reasonable cause. An employee shall be informed in writing of the reason(s) for such rejection and such rejection shall be subject to the grievance procedure.

The Employer will give priority to training which meets the operational needs of the department. On the job training shall be offered to employees in a descending order of seniority on a rotational basis.

Successful completion of an on the job training program does not mean automatic reclassification of the employee; however, an employee may apply in writing for reclassification. The Employer will respond, in writing, within 60 calendar days, to an employee's request for reclassification. If the Employer rejects the request for reclassification, the employee shall be advised of the reason(s) why.

An employee shall receive his current rate of pay when he has been designated, in writing, for on the job training.

12.10 Training Courses

Candidates for any training program will be selected on the basis of related classification seniority within a work group. In the case of employees who have unsuccessfully taken the same course in the preceding two years, selection will be made on the basis of all other qualified candidates having first exercised their option for such training.

12.11 Time to Participate in Courses

Where workloads permit, employees may be granted reasonable time during the regular workday to complete any training course which is approved as part of a recognized training program. The parties recognize however, that the employees who avail themselves of the provisions of this article have a responsibility to devote some of their own time to prepare themselves for examinations and to complete such courses.

12.12 Union Observer

The President of the Union or his/her designate may sit as an observer on a selection panel for positions in the bargaining unit. The observer shall be a disinterested party.

ARTICLE 13 - LAYOFF AND RECALL

13.1 Layoff Defined

In the event of the need to lay off an employee(s), which shall include, by definition, a reduction in the regular hours of work as defined in this agreement, or terminate employment for reasons including work program redundancy or elimination, reduction, or change, or budget limitation, the following provisions shall apply.

13.2 Layoff, Recall and Bumping

- (a) *Layoff* - in the event of a layoff, employees shall be laid off in reverse order of seniority within their department.
- (b) *Recall* - laid off employees, with recall rights, shall be recalled in order of seniority; provided he has the necessary qualifications for the position.
- (c) *Application* - the location, classification or classification series of employees to be laid off or recalled shall be subject to joint employer/union negotiations.

- (d) An employee affected by a layoff may bump any employee who has less seniority, provided he has the necessary qualifications to fill the position.
- (e) Prior to the layoff of an employee under this article, the Employer and the Union may meet and determine the appropriate department in which to conduct a pre layoff canvass to invite:
- (1) resignation with severance as provided in 13.4; or
 - (2) where eligible, early retirement.

Where an employee selects an option, once confirmed in writing, such acceptance is final and binding upon the employee, subject to the agreement of the Employer.

The Employer may establish reasonable time periods in which responses from employees will be received for consideration.

- (f) The Annual Maintenance Shut Down at the swimming pool is not deemed to be a layoff, providing that;
- (1) the maintenance shut down is not in excess of four weeks;
 - (2) the Employer advises, in writing, affected employees a minimum of three months in advance of the dates of the maintenance shut down.

Pool employees will not be able to exercise bumping rights during the Annual Maintenance Shut Down; however,

- (1) The Labour/Management Committee will meet prior to the shut down and discuss the availability of alternate employment for full-time staff members affected by the shut down.
 - (2) The Employer will provide full-time employees, assigned to the pool, alternate work if available for the duration of the annual maintenance shut down. Full-time employees will have the option of declining alternate work and taking vacation, time off in lieu of banked overtime, or an unpaid leave of absence during the annual maintenance shutdown.
- (g) Part-time employees, assigned to the pool, will have the option of taking vacation, time off in lieu of banked overtime or an unpaid leave of absence during the annual maintenance.

13.3 Advance Notice

The Employer shall notify, in writing, regular employees who are to be laid off, 15 working days prior to the effective date of layoff. If the employee has not had the opportunity to work 15 full days after notice of layoff, he shall be paid in lieu of work for that part of the 15days during which work was not made available.

13.4 Severance Pay

Within 15 working days of receipt of notice of layoff an employee must notify the City Manager that he/she elects:

- (a) to be placed on a recall list following layoff; or
- (b) to exercise their bumping privileges as per Article 13.2(d);
- (c) to resign with severance pay, if it has been mutually determined by the Union and Employer that there is no suitable alternate work available that the employee is qualified to perform, at a rate of 5% of current annual salary for each completed year of employment, to a maximum of one years' annual salary;

- (d) the maximum severance pay for those hired after January 1, 1990 shall be six months' salary.

It is understood that severance pay is not available to an employee completing a term certain position.

ARTICLE 14 - HOURS OF WORK

14.1 Hours of Work

The weekly hours of work, exclusive of meal periods taken away from the workstation but including paid holidays, will be as defined in Appendix A.

14.2 Work Schedules

- (a) Work schedules shall be established at the local level.
- (b) Work schedules shall be posted a minimum of 14 days in advance.
- (c) No shift for part-time employees shall be less than two hours in duration, except for students. No shift for a student shall be less than one hour in duration.
- (d) In the event that a shift for a full-time employee is changed without 48 hours notice, overtime rates will be paid for work performed on the first shift of the change. In the event that a part-time employee's shift is changed without 12 hours notice, overtime rates will be paid for work performed on the first shift of the change. This subsection does not apply to auxiliary employees.
- (e) In the event that an employee shows up for work, and is not required due to a shift change, the employee shall receive four hours at straight-time, in addition to overtime rates for all other hours worked in the day.
- (f) Where work schedules cannot be agreed upon at the local level to meet changes in hours of operation, the matter shall be referred by either party to the Labour/Management Committee for consideration and agreement.
- (g) The Labour/Management Committee shall meet within four days to consider the matter. Within three days of the initial meeting, the Labour/Management Committee shall either resolve the matter or refer it to arbitration.
- (h) Pending resolution at the Labour/Management Committee, the Employer may, on an interim basis, change work schedules to meet operational needs.
- (i) Work schedule changes will be limited to a maximum of three per year, except by mutual agreement.
- (j) *Winter Schedules for Maintenance Crews* - the Union and the Employer recognize that the implementation for City maintenance schedules are largely dependent on winter conditions and they may have to be implemented on short notice. However, it is agreed that wherever possible, the negotiations of these work schedules should be undertaken at least 45 calendar days prior to anticipated commencement and that 15 calendar days should be provided for any sign up and selection process which is involved.
- (k) Except for part-time and auxiliary employees, the minimum length of the scheduled workday shall be seven/eight hours.
- (l) The normal days of rest, except as otherwise required, in the work schedule shall be Saturday and Sunday. There shall be a minimum of two consecutive days of rest in a seven day period for all regular full-time employees and a minimum of 32 hours of rest for all regular part-time employees.

For the purposes of this article a regular full-time employee shall be defined as a regular employee working 30 or more hours per week on a regular basis.

(m) *Rotation of Shifts* - Where shift rotation is the norm within the department, it shall be done on an equitable basis among the employees within a classification. By mutual agreement, an employee, exercising her seniority, will be permitted to choose more than her share of the non-day shifts.

In the event that agreement cannot be reached at the local level, the issue in dispute shall be referred to the Labour/Management Committee, referred to in Article 29 of the collective agreement within five working days for resolution. In the event that the Labour/Management Committee cannot effect an equitable solution to the issue in dispute, the matter may be grieved at Step 3 of the grievance procedure.

14.3 Rest Periods

All employees shall have two 15 minute rest periods in each shift in excess of six hours, one rest period to be granted before and one after the meal period. Employees working a shift of three and one-half hours but not more than six hours, shall receive one rest period during such a shift. Rest periods shall not begin until one hour after the commencement of work or not later than one hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the employee.

14.4 Standby Provisions

(a) When employees are required to stand by to be called for duty under conditions which restrict their normal off duty activities, they shall be compensated at straight-time in the proportion of one hour's pay for each six hours standing by. No standby payment shall be made if an employee is unable to be contacted or to report for duty when required. The provisions of this section do not apply to auxiliary on call employees who are normally required to work whenever called. Employees who are standing by shall be provided with cell phones.

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

14.5 Meal Periods

The scheduling and length of meal periods shall be mutually agreed upon, except in unusual circumstances in which the Employer may temporarily change the scheduling and/or length of the meal period to meet operational needs. Meal periods shall not be less than one-half hour, or exceed one hour except that when adequate facilities are not available during inclement weather employees may carry on with their duties during the normal break subject to the approval of their local supervisor. On such occasion the employee(s) shall terminate their regular day's work earlier by the length of the meal break.

14.6 Flextime

(a) For the purpose of this agreement, flextime means the hours worked by an employee, or group of employees, who are given authority by the Employer to:

- (1) choose their starting and finishing times; and
- (2) choose their length of workday within a stated maximum number of hours, subject to meeting the required annual hours of work in accordance with this agreement through a specified averaging period which shall be determined at the local level. A record shall be kept by both parties.

- (b) The maximum hours to be worked in a shift, exclusive of meal periods shall be 12. The averaging period shall be either 70/80 hours in a 14 day period or 140/160 hours in a 28 day period.
- (c) The full-time employee on flextime who has a day of absence, whether with or without pay, will be deemed to be absent for seven or eight hours providing at least seven or eight hours are required to complete the averaging period. If less than seven or eight hours are required to complete the averaging period, such number of hours will be deemed to be the hours of absence.

ARTICLE 15 - SHIFT WORK

15.1 Types of Shifts and Shift Premiums

- (a) "*Day Shift*" is all hours worked on any shift which starts between 04:30 and 13:59, inclusive.

All other shifts shall be non-day shifts.

- (b) An employee working a shift which begins between 11:00 and 13:59, inclusive, shall receive the non-day shift premium for all hours worked after 14:00.

- (c) *Shift Premium*: (all employees)

One dollar per hour for all non-day shifts.

- (d) *Split Shift Premium*

Employees shall not be required to work shifts which are split by longer than a one hour meal period pursuant to Article 14.5, except by mutual agreement, for which a premium payment of one dollar and twenty five cents per hour shall be paid for all hours worked on all portions of such shift. Under no circumstances shall a shift be split into more than two parts.

15.2 Short Changeover

- (a) If shifts for regular full-time employees are scheduled so that there are not 22 hours between the start of an employee's shift and the start of the next shift, overtime rates apply to hours worked on the succeeding shift within the 22 hour period.

- (b) If shifts for regular part-time employees are scheduled so that there are not 16 hours between the start of an employee's shift and the start of the next shift, overtime rates apply to hours worked on the succeeding shift within the 16 hour period.

- (c) Where an employee exercises seniority rights to work non day shifts, one of which falls within the 24 hour period from the start of the previous shift, the employee shall not be entitled to claim overtime rates referred to in paragraph (a).

- (d) If shifts for auxiliary employees are scheduled so that there are not 12 hours between the start of an employee's shift and the start of the next shift, overtime rates apply to hours worked on the succeeding shift within the 12 hour period and for all hours worked within eight hours of the end of the shift and the time the employee reports for duty on his next shift.

15.3 Exchange of Shifts

Employees may exchange shifts with the approval of the Employer up to 12 times per calendar year, provided that:

- (a) a minimum of two weeks advance notice in writing is given by the employees affected; and

(b) that there is no increase in cost to the Employer as a result of other entitlements under the collective agreement.

The Employer, at its sole discretion, has the right to waive the requirements under (a) and/or (b). Additional shift exchanges may be granted by the Employer to enable employees to participate in professional development courses and/or seminars.

15.4 Shortfall of Annual Hours

There shall be no payback for shortfall of annual working hours in the schedules determined at the local level.

ARTICLE 16 - OVERTIME

16.1 Definitions

- (a) "*Overtime*" means work performed by a full-time employee in excess or outside of his regularly scheduled hours of work.
- (b) "*Straight-time rate*" means the hourly rate of remuneration.
- (c) "*Time and one-half*" means one and one-half times the straight-time rate.
- (d) "*Double-time*" means twice the straight-time rate.
- (e) "*Double-time and one-half*" means two and one-half times the straight-time rate.

16.2 Authorization and Application of Overtime

- (a) An employee who is required to work overtime shall be entitled to overtime compensation when:
 - (1) the overtime worked is authorized in advance by the Employer; and
 - (2) the employee does not control the duration of the overtime worked.
- (b) Notwithstanding the foregoing, the Employer and the Union recognize that the nature of the work carried out by persons in some classifications is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime worked.

In such cases, the employee shall use his discretion in working the overtime and the Employer shall be considered to have authorized the overtime in advance.

16.3 Overtime Entitlement

- (a) An employee will be entitled to compensation for authorized overtime in excess of:
 - (1) the scheduled daily hours; or
 - (2) the maximum daily hours for those employees on flextime; or
 - (3) the agreed averaging period.
- (b) For the purposes of calculating the hourly rate for overtime, an employee's monthly rate shall be divided by the monthly hours.
- (c) Overtime shall be compensated in 30minute increments, however, employees shall not be entitled to any compensation for periods of overtime of less than 15 minutes per day.

16.4 Recording of Overtime

Employees shall record starting and finishing times for overtime worked in a form determined by the Employer.

16.5 Sharing of Overtime

Overtime work shall be offered to qualified employees on a rotational basis. Records of overtime offered shall be made available to the Union upon request.

16.6 Overtime Compensation

- (a) All employees shall be compensated for overtime work performed before and after regular working hours, and be compensated at the rate of one and one-half times for the first two hours immediately before or after regular shift, and double-time beyond two hours and at all other times.
- (b) The employee will have the option of:
 - (1) choosing pay; or
 - (2) banking the overtime hours at equivalent straight-time hours to be taken as time off prior to March 31st of the year following the time of banking (to a maximum time off of 80/70 hours of work annually, provided such time off is scheduled by mutual agreement. An additional 40/35 hours of time off may be approved at the sole discretion of the Employer); or
 - (3) banking the cash equivalent to be paid to the Employee no later than March 31st of the year following the time of banking; or
 - (4) directing the cash equivalent into an RRSP program as provided for in Article 31.5 no later than March 31st of the year following the time of banking.

There is no restriction on the amount that can be accrued in options (3) and (4) above.

- (c) An employee on travel status who is required to travel on municipal business outside his regular working hours shall be compensated at the applicable overtime rates for all hours travelled. The Employer shall determine the means of such travel. This section does not apply to employees requesting to attend conventions, training, seminars or other events.

16.7 Overtime Meal Allowance

- (a) When an employee is required to work a minimum of two and one-half hours overtime immediately before or after completion of his scheduled daily hours, he shall be provided with a meal or shall be reimbursed in the amount of \$26.67. A meal break of one-half hour with pay will be given.
- (b) If the employee continues to work overtime beyond three hours, a further meal allowance and meal break as above shall be provided upon completion of an additional four hours worked, and upon the completion of every three hours worked thereafter.
- (c) When an employee is not on standby and is called out for overtime prior to his scheduled shift and it was not possible to give sufficient notice to permit preparation of the meal normally taken to work, the Employer shall provide the meal or pay the overtime meal allowance.
- (d) In the case of an employee called out on overtime to work on a rest day, this section will apply after four hours of work.

16.8 No Layoff to Compensate for Overtime

An employee shall not be required to layoff during regular hours to equalize any overtime worked.

16.9 Right to Refuse Overtime

- (a) All employees shall have the right to refuse to work overtime, except when required to do so in emergency situations, without being subject to disciplinary action for so refusing. An employee on standby shall not have the right to refuse callout for overtime work.
- (b) If all employees have refused to work overtime, the employee with the least seniority and who is qualified to do the work will be required to work overtime.

16.10 Overtime for Part-Time Employees

Part-time and auxiliary employees working less than the hours per day for a full-time employee, in the same classification, shall be paid at the rate of straight-time for all hours worked. Regular overtime rates shall apply for all hours which exceed the hours per day for the full-time employee, all work performed on holidays and scheduled day(s) of rest.

16.11 Callout Compensation**(a) *Callout Compensation***

An employee who is called back to work outside of his regular working hours, without prior notice, shall be compensated for a minimum of three hours at overtime rates. If he is called out on Christmas or New Year's Day, he shall be compensated for a minimum of three hours at double-time and one-half rates. He shall be compensated from the time he leaves his home to report for duty until the time he arrives back upon proceeding directly to and from work. Travel time shall not exceed one-half hour each way.

(b) *Callout Time Which Abuts the Succeeding Shift*

- (1) If the callout is for three hours or less, the employee will be required to work the callout period and the whole of the abutting shift. In this case, compensation shall be overtime rates for the callout period and straight-time rate for the regular shift.
- (2) If the callout is for longer than three hours, the employee will be required to work the callout period and a portion of the abutting regular shift. The portion of the regular shift which must be worked will be regular shift less the amount that callout exceeds three hours. Compensation shall be at overtime rates for the callout period and straight-time for the regular shift without shortfall.

(c) *Overtime or Callout Which Does Not Abut the Succeeding Shift*

- (1) When overtime is worked there shall be an elapsed time of eight hours between the end of overtime and the time the employee reports for duty on the next regular shift with no shortfall out of his regular shift.
- (2) In a callout situation where at least three hours which do not abut the succeeding shift are worked in the 10 hours preceding the start of the regular shift, there shall be an elapsed time of eight hours between the end of callout and the time the employee reports for duty on his next regular shift with no shortfall out of the regular shift.

16.12 Rest Interval After Overtime

An employee required to work overtime adjoining his regularly scheduled shift shall be entitled to eight clear hours between the end of the overtime work and the start of his next regular shift. If eight clear hours are not provided, overtime rates shall apply to hours worked on the next regular shift.

ARTICLE 17 - PAID HOLIDAYS

17.1 Paid Holidays

The following have been designated as paid holidays:

New Year's Day	British Columbia Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Queen's Birthday	Christmas Day
Canada Day	Boxing Day

Any other holiday proclaimed as a holiday by the federal, provincial, or municipal government for the locality in which the employee is working shall also be a paid holiday.

17.2 Holidays Falling on Saturday or Sunday

For an employee whose workweek is from Monday to Friday and when any of the above noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this agreement; and when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applies to the Monday) shall be deemed to be the holiday for the purpose of this agreement.

17.3 Holidays Falling on a Day of Rest

- (a) When a paid holiday falls on an employee's day of rest, the employee shall be entitled to a day off with pay in lieu, with scheduling of the lieu day to be by mutual agreement.
- (b) If an employee is called in to work on a day designated as the lieu day pursuant to (a) above, he shall be compensated as described in Article 16.6.
- (c) Lieu days must be scheduled and taken within 30 days of the holiday.

17.4 Holiday Falling on a Scheduled Workday

- (a) A full-time employee who is scheduled to work on a designated holiday shall be compensated at the rate of double-time for hours worked, plus a day off in lieu of the holiday; except for Christmas and New Year's when the compensation shall be at the rate of double-time and one-half for the hours worked, plus a day off in lieu of the holiday. The scheduling of the lieu day shall be by mutual agreement and must be taken within 30 days of the holiday.
- (b) A part-time employee who is scheduled to work on a designated holiday shall be compensated at the rate of double-time for hours worked except for Christmas and New Years day when the compensation shall be at the rate of double-time and one-half for the hours worked and receive statutory holiday pay on a pro rata basis.

17.5 Holiday Coinciding with a Day of Vacation

Where an employee is on vacation leave and a day of paid holiday falls within that period, the paid holiday shall not count as a day of vacation.

17.6 Christmas or New Year's Day Off

The Employer agrees to make every reasonable effort to ensure that employees required to work shall have at least Christmas Day or the following New Year's Day off.

17.7 Paid Holiday Leave

Payment for holidays will be made at an employee's basic pay, except if an employee has been working in a higher paid position than his regular position for a majority of the 60 working days of 420 hours, or 480 hours as the case may be, preceding his/her holiday, in which case he shall receive the higher pay. Provided that part-time employees shall be paid on a pro rata basis equivalent to the ratio of hours worked as a part-time employee.

ARTICLE 18 - ANNUAL VACATIONS**18.1 Annual Vacation Entitlement**

Definitions:

"*Vacation Year*" - For the purposes of this article a vacation year shall be the calendar year commencing January 1st and ending December 31st.

"*First Vacation Year*" - The first vacation year is the calendar year in which the employee's first anniversary falls.

- (a) Paid annual vacations for all regular full-time employees shall be on the following basis:

Vacation Year	Vacation Days	Percentage of Annual Gross Earnings
1 st and 2 nd year	16 working days	6%
3 rd to 10 th year	21 working days	8%
11 th to 15 th year	26 working days	10%
16 th to 20 th year	31 working days	12%
21 st year	32 working days	12.3%
22 nd year	33 working days	12.7%
23 rd year	34 working days	13%
24 th year	35 working days	13.5%
25 th year and thereafter	36 working days	13.8%

- (b) Employees engaged on a regular part-time basis shall be entitled to annual vacation days on a pro rata basis.

- (c) Employees on long-term disability, WCB leave over 60 calendar days, or general leaves over 60 calendar days shall not accrue vacation.

- (d) An employee shall receive vacation pay at his regular rate at the time the vacation is taken, except if an employee has been working in a higher paid position for the majority of the 60 working days preceding his vacation, in which case he shall receive the higher rate.

(e) Where at the end of the vacation year, the percentage calculation above indicates that an excess to the "*vacation day*" calculation is due to the employee, such payment shall be no later than the end of March, following such vacation year. Such excess may not be converted to additional vacation days. For the purposes of Article 18.1, annual gross earnings shall include regular pay, statutory holiday pay, sick pay, approved leave of absences with pay and overtime pay.

(f) In case of termination the employee's vacation shall be paid based on the percentage of annual gross earnings as per (e) above. Where an employee has taken more vacation than entitled to on the foregoing basis, the Employer shall recover the unearned portion.

(g) During the first partial year of service, a new employee will earn vacation at the rate of one twelfth of the annual entitlement for each month in which the employee has received at least 10 days pay at straight-time rates, or (6%).

(h) A regular employee shall not receive pay in lieu of vacation except upon termination or upon request when approved for:

- (1) a leave of absence exceeding 60 days, including maternity/parental leave;
- (2) LTD benefits;
- (3) receipt of WCB benefits in excess of 60 days.

18.2 Vacation Carryover

(a) Employees may carry over up to five days vacation leave per vacation year for two consecutive vacation years, to a maximum of 10 days which must be taken not later than the third vacation year.

(b) Notwithstanding Article 18.1, employees on, or returning after September 30th from, short-term disability coverage, maternity leave, parental leave and Workers' Compensation leave shall, at December 31st, receive pay in lieu of vacation exceeding the carryover maximum as per (a) above.

18.3 Vacation Scheduling

(a) The scheduling and taking of vacations shall be on a calendar year basis. "*Calendar Year*", for the purpose of this agreement, shall mean the 12 month period from January 1st to December 31st inclusive.

(b) The scheduling of vacations will be by service seniority within departments. Departments are listed as Appendix C.

(c) The Employer will circulate a request for vacation selection February 1st annually. Employee selections must be submitted by February 28th. Tentative schedules may be then amended, where necessary, up to March 31st.

(d) Vacations schedules will be posted by April 1st of each year. An employee who does not exercise seniority rights within two weeks of posting the vacation schedule shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority..

(e) An employee who does not schedule their vacation by March 31st must normally request vacation at least 14 calendar days in advance if three or more consecutive days of vacation are requested. Notification of approval (or not) shall be given within five days (if possible) of receiving the request.

(f) Vacation schedules, once approved by the Employer, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and the Employer. Such approval shall not be unreasonably withheld.

(g) An employee who exercises seniority rights to move to another work location where the vacation schedule has already been completed, will not be entitled to exercise his seniority rights for that year only. However, every effort shall be made to grant vacation at the time of the employee's choice. If an employee is transferred by the Employer, he will be given the vacation time previously selected.

(h) More than three weeks of the annual vacation of any employee may be taken during July or August when mutually agreed upon.

18.4 Approved Leave of Absence With Pay During Vacation

When an employee is qualified for sick leave, bereavement leave, or any other approved leave during his vacation period, there shall be no deduction from the vacation credits for such leave, upon production of a certificate from a qualified medical practitioner or evidence of a death in the immediate family. The period of vacation so displaced shall be taken at a mutually agreed time.

18.5 Callback on Vacation

(a) Employees who have commenced their annual vacation shall not be called back to work except in cases of extreme emergency.

(b) When, during a vacation period, an employee is recalled by the Employer, the employee, the employee's spouse and dependent children shall be reimbursed for expenses as per Article 27.14 Travel Expenses.

(c) Return travelling time for the Employee will be credited to the Employee's annual vacation allotment.

18.6 Vacation Leave on Retirement

Employees leaving on superannuation, or upon leaving at reaching maximum retirement age, are entitled to vacation as follows:

- (a) if retiring prior to April 1st, they receive one-half of the annual vacation;
- (b) if retiring April 1st or later, they receive the full annual vacation.

ARTICLE 19 - SICK LEAVE

19.1 Sick Leave

Employees shall earn sick leave with pay of 15 working days per year, with no restriction as to the number of days that may be accumulated; however, only 160 days will be allowed to be used in any one calendar year for illness or other items stipulated in this agreement. Part-time employees shall earn a prorated portion of the annual entitlement based on hours worked.

(a) Sick leave shall be credited on January 1st of each calendar year.

(b) Employees commencing employment part way through the calendar year will be granted sick leave days at the rate of one and one quarter days for each month worked. Days absent due to illness will be deducted from any accumulated sick leave days. Pay deductions may be made when there are no remaining accumulated sick leave days.

(c) Sick pay shall be paid at the employee's current rate of pay on the occasion of such sick day.

(d) In the event of the death of an employee, any unused sick leave credit, to a maximum of 160 days, shall be paid to the estate, or a named beneficiary of the deceased as indicated in writing on a form signed by the employee and witnessed. The Employee bears the sole responsibility of keeping the named beneficiary current. Where there is no named beneficiary, where the beneficiary is deceased, or where the Employer has been advised that there is a dispute about the deceased employee's estate, then the payment shall be made to the estate.

19.2 Short-Term Disability Program

It is mandatory for all eligible full-time and part-time employees to enrol in the Short-Term Disability Program on the first day, of accident or illness, in the fourth consecutive week (21st day).

- (a) While on the Short-Term Disability Program the employee shall receive the equivalent of 75%, tax free, of his regular rate of pay up to a maximum of \$3,500 benefit with a Non Evidence Medical Maximum of \$3,500 per month benefit.
- (b) To ensure that the employee is paid on a continuous basis, the Employer shall pay the employee the equivalent amount the employee would be paid under the STD plan until such time that the employee is receiving regular payment from the Carrier. Upon receipt of monies from the Carrier the employee shall reimburse the Employer any amounts owing.
- (c) Costs associated with transferring the employee on to the STD plan and for all necessary medical forms shall be borne by the Employer.
- (d) Employees cannot use accumulated sick leave or access the Union's Sick Leave Bank to top up the Short-Term Disability Program benefits.
- (e) Employees eligible for long-term disability should refer to Article 25.5 – Long-Term Disability.
- (f) Part-time employees eligible for Short-Term Disability Plan will have their STD entitlement calculated on an average of hours worked in the six month period prior to the illness or accident.

19.3 Proof of Illness

- (a) The Employer may request an employee to produce a certificate from a qualified medical practitioner for the third instance of illness in a calendar year and/or any illness exceeding three days certifying that such employee is unable to carry out his duties due to illness or non-compensable accident.
- (b) The request for a certificate, when required, will be made at the time that the employee notifies the Employer that he is ill.
- (c) The cost of supplying such written information shall be borne by the Employer.

19.4 Notification

All employees must personally (via telephone) notify their Supervisor or designate as soon as reasonably possible on the day of absence due to illness. Failure to do so may result in loss of pay.

19.5 Sick Leave Bank

It is agreed between the parties to maintain a Sick Leave Bank to be administered by the Union. All employees of the Employer covered by this agreement may contribute a specified number of sick days at the request of the Union, to the Sick Leave Bank, which shall be held in trust by the Employer. The Union shall requisition a specified number of days sick leave pay to be paid an employee by the Employer from the Sick Leave Bank, which shall reduce the number of days requisitioned by the Union

on behalf of an employee. Sick Leave payments from the Sick Bank will be made to employees on their regular biweekly pay period.

The Employer shall, twice a year at a time to be determined by the Union, credit to the Sick Leave Bank from employees the number of sick days requested by the Union but at no time shall the net accumulated sick leave days exceed 200 days. The Union cannot deplete the employee's personal sick leave accrued bank below 12 days per year entitlement.

Employees requesting access to the Sick Leave Bank shall make application, with proof of illness, to the Union Sick Leave Committee. If the employee is denied access to the Sick Leave Bank or does not have approval, from the Sick Leave Committee, in place prior to the end of the pay period the leave shall be without pay.

Employees who are entitled to Short-Term Disability Program or to Long-Term Disability will not be able to access the Sick Leave Bank to top up either the STD or LTD disability benefits. Access to the Sick Leave Bank is not available to probationary employees or auxiliary employees.

19.6 Joint Committee

A joint committee, consisting of two union and two management employees, will have a mandate of dealing with issues pertaining to Sick Leave, STD and LTD (e.g., sick leave situations which are outside the norm or suspicious in nature, difficulty with the STD and LTD programs, etc.). This Committee may be activated, by either party, at any time to deal with issues that arise.

ARTICLE 20 - SPECIAL AND OTHER LEAVE

20.1 Bereavement Leave

In the case of bereavement in the immediate family, an employee not on leave of absence without pay shall be entitled to leave at his/her regular rate of pay for the purposes of attending the funeral or memorial, with, if necessary, an allowance for immediate return travel time. Part or all of this leave may be deferred up to one year for the purposes of attending a memorial held at a later date. Leave shall not normally exceed three working days for a bereavement occurring within the Regional District, and five working days outside of the Regional District. Immediate family is defined as an employee's parent, stepparent, spouse, child, spouse's child, brother, sister, stepbrother, stepsister, mother/father in law, brother/sister in law, son in law, daughter in law; grandparents, spouse's grandparents, grandchildren, spouse's grandchildren, or any relative permanently residing in the employee's household or with whom the employee permanently resides. In the event of the death of the employee's, aunt or uncle, the employee shall be entitled to bereavement leave for one day.

If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation credits. Additional days may be granted by the City Manager if, at his/her discretion, such days are warranted.

20.2 Special Leave

Where leave from work is required, an employee shall be entitled to leave at his/her regular rate of pay for the purposes of the following:

- (a) marriage of the employee three days;
- (b) attend wedding of the employee's child one day;
- (c) adoption of the employee's child five days;

- (d) emergency maintenance of employee's residence (e.g. heating breakdown, flooding, mitigation of loss to property, emergency repairs in case of vandalism)..... one day;
- (e) moving household furniture and effects one day;
- (f) attend his/her formal hearing to become a Canadian citizen one day;
- (g) attend funeral as pallbearer or mourner (to a maximum of four days per year)..... one-half day;
- (h) court appearance for a hearing concerning an employee's dependent child..... one day per year.

Additional days may be granted by the City Manager at his/her discretion.

20.3 Family Illness

- (a) In the case of illness of a dependent child, and when no one at the employee's home other than the employee can provide for the needs of the ill child, the employee shall be entitled, after notifying his supervisor, to use up to a maximum of five days paid leave at any one time for this purpose.
- (b) The maximum length specified for each circumstance shall not be exceeded; however, the leave may be granted more than once for the same circumstance within a calendar year, providing the total family illness leave, plus leave granted under Articles 20.1, 20.2, and 20.11, does not exceed 15 working days per calendar year, unless additional special leave is approved by the Employer.
- (c) The Employer may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing, or if the absence is for greater than three days.
- (d) Such leave is to be deducted from the employee's sick leave accrual, provided that the employee's personal sick leave accrued bank does not fall below 12 days per year entitlement. If an employee requires any additional family illness days granted the employee must apply to the Union Sick Leave Bank.

20.4 Full-Time Union or Public Duties

The Employer shall grant, on written request, leave of absence without pay:

- (a) For employees to seek election in a provincial or federal election.
- (b) For employees selected for a full-time position with the Union or any body to which the Union is affiliated for a period of one year. Such leave may be renewed upon request.
- (c) For employees elected to a full-time position with the Union or any body to which the Union is affiliated for the term of elected office.
- (d) For employees elected to a public office for a maximum period of five years, unless prohibited by legislation.

20.5 Leave for Court Appearance

- (a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.
- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend a court shall be without pay.

- (c) An employee in receipt of his regular earnings while serving at court shall remit to the Employer all monies paid to him by the court, except travelling and meal allowances not reimbursed by the Employer.
- (d) In the event an accused employee is jailed pending court appearance such leave of absence shall be without pay.

20.6 Leave for Writing Examinations

Leave of absence with pay may be granted to allow employees time to write examinations for courses approved by the Employer. Such leave shall not be unreasonably withheld.

20.7 Leave for Taking Courses

- (a) An employee shall be granted leave with pay to take courses at the request of the Employer, including testing and recertification for certificates required by the Employer. The Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees, and course required books, necessary travelling and subsistence expenses and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.
- (b) An employee may be granted leave without pay, or leave with partial pay, to take courses in which the employee wishes to enrol.

20.8 Education Leave

A leave of absence, without pay, may be granted, for a period not to exceed one year, to an employee with five or more years of seniority, in order to attend a recognized college, university or trade or technical school full-time. The course of instruction must be related to a position within the City and be part of an employer approved development plan for the employee. Leave requests shall be submitted with as much notice as possible and must be submitted a minimum of six months prior to the anticipated commencement of the leave.

20.9 Elections

An employee eligible to vote in a federal, provincial or municipal election or a referendum shall have four consecutive clear hours from employment during the hours in which the polls are open, in which to cast his ballot.

20.10 General Leave

Notwithstanding any provision for leave in this agreement, the Employer may grant leave of absence without pay to an employee requesting such leave for emergency or unusual circumstances. Such request to be in writing and approved by the Employer. Approval shall not be withheld unjustly.

20.11 Leave for Medical and Dental Care

- (a) Reasonable time off for medical and dental appointments for regular employees shall be permitted, but where any such absence exceeds two hours the absence shall be charged to the entitlement described in Article 20.3.
- (b) Time off for medical and dental appointments for employees' dependants shall be permitted up to four times per year.
- (c) Employees shall, whenever possible, provide the Employer with seven days notice of all appointments under this article.

- (d) It is understood all appointments shall be scheduled outside regularly scheduled working hours whenever possible.
- (e) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their credit described in Article 20.3 the necessary return travelling time to receive personal or immediate family medical and dental care at the nearest medical centre. The Employer may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the employee's place of residence.
- (1) For travel to and from facilities within a 500 kilometre radius of Fort St. John, the maximum travel allowance shall not exceed one day. For travel outside a 500 kilometre radius of Fort St. John, the maximum allowance shall not exceed two days. Additional days may be granted by the City Manager at his/her discretion.
- (2) On election by the employee once per year, travel to and from facilities outside a 400 kilometre radius of Fort St. John the maximum travel allowance shall not exceed two days.
- (f) For the purposes of this article, immediate family is defined as an employee's spouse, child or other dependent family member residing in the employee's household.

20.12 Donor Leave

An employee shall be granted the necessary leave of absence with pay for the purpose of donating bone marrow or an organ. Such leave is to be deducted from the employee's sick leave accrual.

20.13 Other Religious Observations

- (a) Employees who are members of non-Christian religions are entitled to up to two days leave without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld.
- (b) A minimum of two weeks notice is required for leave under this provision. Where two weeks notice is not possible, due to the unpredictable nature of spiritual or holy days, then as much notice as possible shall be provided.
- (c) Employees granted leave under this provision may utilize or reschedule compensatory time, or unused vacation days.

20.14 Child Care Expenses

- (a) Where an employee is directed by the Employer to attend programs which are not included in the normal duties of the employee's job, and are outside their regional district location, such that the employee incurs additional child care expenses, the employee may be reimbursed for additional child care expense up to \$50 per child per day upon production of a receipt.
- (b) Where an employee, who is not on leave of absence, attends a course directed by the Employer outside the employee's normal scheduled workday such that the employee incurs additional child care expenses, the employee may be reimbursed for the additional child care expense up to \$25 per child per day upon production of a receipt. This reimbursement shall not exceed 15 days per calendar year.
- (c) Reimbursement in (a) or (b) shall only apply where no one else at the employee's home can provide the child care.
- (d) The receipt shall be a signed statement including the date(s), the hourly rate charged, the hours of care provided and shall identify the care giver/agency.

- (e) The employee is required to request reimbursement of child care expenses prior to commencing the course.

20.15 Definition of Child

Whenever the word child is used in this agreement, it shall be deemed to include a ward of the Superintendent of Child Welfare.

20.16 Compassionate Leave

The Employer may grant up to eight weeks unpaid leave to an employee upon his qualification for Federal Employment Insurance Compassionate Care Benefits. This leave may be subject to operational requirements.

ARTICLE 21 - MATERNITY LEAVE

21.1 Maternity Leave

- (a) Upon written request, an employee is entitled to up to 17 weeks of unpaid leave:
- (1) *Beginning:*
 - (i) No earlier than 11 weeks before the expected birth date; and
 - (ii) No later than the actual birth date; and
 - (2) *Ending:*
 - (i) No earlier than six weeks after the actual birth date, unless the employee requests a shorter period; and
 - (ii) No later than 17 weeks after the actual birth date.
- (b) An employee is entitled to up to six additional consecutive weeks of unpaid leave if, for reasons related to the birth or termination of the pregnancy, she is unable to return to work when her leave ends under Subsection 22.1(1) or (2). The employee must make application in writing and, if the Employer requires it, provide a doctor's certificate stating why she is unable to work.

21.2 Parental Leave

- (a) *Upon written request an employee is entitled to:*
- (1) for the birth mother, who takes leave under Article 21.1 in relation to the birth of the child or children with respect to whom the parental leave is taken, up to 35 consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Article 21.1, unless the employee and Employer agree otherwise;
 - (2) for a birth mother who does not take leave under Article 21.1 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event; and
 - (3) for the birth father, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within the 52 week after that event; and
 - (4) for an adopting parent, up to 37 consecutive weeks beginning within the 52 weeks after the child is placed with the parent.

- (b) If the child has a physical, psychological or emotional condition that requiring an additional period of parental care, the employee is entitled to up to five additional weeks of unpaid leave beginning immediately after the end of the parental leave set out above.
- (c) An employees combined entitlement to leave under Article 21.1 and 21.2 is limited to 52 weeks plus any additional leave the employee is entitled to under Articles 21.1(b) and 21.2(b).
- (d) The length of the leave may be extended by mutual agreement between the Employer and the employee.

21.3 Request for Leave

A request for leave must:

- (a) be given in writing to the Employer;
- (b) be given to the Employer at least four weeks before the Employee proposes to begin leave; and
- (c) if required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.

21.4 Benefits Continuation

- (a) If an employee maintains coverage for medical, extended health, dental or group life, the Employer agrees to pay the Employer's share of these premiums.
- (b) For the purposes of calculating an employee's entitlement to vacation, notice of termination, and any pension, medical or other benefit plan, maternity and parental leave are considered continuous service.
- (c) Employees shall continue to accrue seniority while on maternity or parental leave.

21.5 Return to Work

The employee must advise the Employer, in writing, of their intent to return to work at least one month prior to the expiration of maternity/parental leave or the employee shall be deemed to have resigned as of the expiration date.

21.6 Entitlements Upon Return to Work

On return from maternity or parental leave, an employee shall be placed in the employee's former position or in a position of equal rank and basic pay.

21.7 Sick Leave Credits

Illness arising due to pregnancy during employment and prior to leave of absence shall be subject to Articles 19.1, 19.2 and 25.5.

21.8 Paternity Leave

An employee whose spouse has given birth of a child shall be entitled to five days leave with pay for the purpose of maintaining the household during the spouse's confinement in hospital. Such leave equivalent to the period of confinement may be deferred until the spouse's return from hospital upon written approval of the City Manager. Such leave shall not be unreasonably withheld.

ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY

22.1 Conditions

The Union and the Employer agree that regulations made pursuant to the *Workers Compensation Act*, the *Factories Act* or any other Statute of the Province of British Columbia pertaining to the working environment shall be fully complied with.

22.2 Safety Committee

(a) The Employer and the Union agree to establish an occupational health and safety committee. The Occupational Health and Safety Committee shall be composed of personnel employed by the Municipality. The composition will be determined through Management and union representatives. Union representatives shall be appointed by the B.C. Government and Service Employees' Union. The Committee will meet, at regular intervals to be determined by the Committee, to make recommendations on unsafe, hazardous, or dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness. A copy of all minutes of the Occupational Health and Safety Committee shall be sent to the Union and the Employer. Employees who are representatives of the Occupational Health and Safety Committee shall continue to receive the rate of pay they would have been receiving had they not been attending Occupational Health and Safety Committee meetings.

(b) Any two members or one member with a local supervisor of the Occupational Health and Safety Committee shall be entitled to access to all employer buildings and facilities for the purpose of conducting safety inspections, incident investigations, or inspections to determine compliance with any regulations or Inspection Directives of the Workers' Compensation Board. Access shall be subject only to restriction in the event that the facility or building is unsafe, or that access would seriously disrupt work which could not reasonably be rescheduled, in which case an alternate inspection time will be rescheduled at the earliest convenience. Members of the Committee shall ensure that all appropriate and required safety equipment is worn and all required precautions are taken during such inspections, and the Employer shall provide such equipment or apparel.

22.3 Injury Pay Provision

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury, shall receive payment for the remainder of his shift, without deduction from sick leave.

22.4 Transportation of Incident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on the job incident shall be at the expense of the Employer or other agency which may be liable.

22.5 Pollution Control

The Employer and the Union agree, to take all reasonable measures to protect the work environment through the proper handling, use and disposal of all controlled products and waste.

22.6 Investigation of Incidents

The Occupational Health and Safety Committee, as provided in Article 22.2, shall be notified of each incident or injury and shall investigate and report to the Union and Employer on the nature and cause of the incident or injury. In the event of a fatality, the Municipality shall immediately inform the staff representative of the nature and circumstances of the incident.

22.7 Occupational First Aid Requirements

- (a) The Union and the Employer agree that First Aid Regulations made pursuant to the *Workers Compensation Act* shall be fully complied with.
- (b) Where the Employer requires an employee to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Occupational First Aid Certificate shall be borne by the Employer and leave to take the necessary courses shall be granted with pay.
- (c) An additional payment shall be granted to employees on the basis of the type of Occupational First Aid Certificate they possess under this article, as follows:
- Occupational First Aid Certificate, Level 3 – 50¢ per hour;
 - Occupational First Aid Certificate, Level 2 - 40¢per hour;
 - Occupational First Aid Certificate, Level 1 - 30¢ per hour.

The employee shall not be paid for a certificate at a level any higher than is required by the *Workers Compensation Act*.

- (d) *Application of Article 22.7*

The parties to this agreement agree that, for purposes of implementing the provisions of Article 22.7, the minimum requirements for provision of Occupational First Aid shall be those established by Occupational First Aid Regulations pursuant to the *Workers Compensation Act*. If conflicts arise concerning entitlement under this article, then departmental seniority shall be the criteria used to resolve the conflict.

22.8 Occupational Health and Safety Courses

There shall be established a joint committee composed of two representatives of the Employer and two representatives of the Union. The Committee, in consultation with the Workers' Compensation Board, shall develop a training program for Occupational Health and Safety Committee members dealing with the objectives and duties of Occupational Health and Safety Committees.

22.9 Work Restrictions

- (a) No employee shall carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment when that employee has reasonable cause to believe that to do so would create an undue hazard to the health or safety of any person.
- (b) Pursuant to Subclause (a) an employee who refuses to carry out a work process or operate a tool, appliance or equipment shall forthwith report the circumstances of the unsafe condition to his supervisor or Employer.
- (c) The supervisor or Employer receiving a report made under Subclause (b) shall forthwith investigate and matter and:
- (1) ensure that any unsafe condition is remedied without delay; or
 - (2) if in his opinion the report is not valid he shall so inform the employee who made the report.
- (d) When the procedure under Subclause (c) does not resolve the matter and an employee continues to refuse to carry out a work process, the supervisor or Employer shall investigate the matter in the presence of the employee who made the report and in the presence of:

- (1) a union representative of the Occupational Health and Safety Committee; or
- (2) an employee who is selected by the Union.

(e) When the investigation under Subclause (d) does not resolve the matter and an employee continues to refuse to carry out a work process or operate a tool, appliance or equipment, both the supervisor, or the Employer and the worker shall forthwith notify an officer of the Workers' Compensation Board who shall investigate the matter without undue delay and issue whatever orders he deems necessary.

(f) No employee shall be subject to disciplinary action because he has acted in compliance with this provision or an order made by an officer of the Workers' Compensation Board, unless the employee continues to refuse to carry out any work process or operate or cause to be operated any tool, appliance or equipment, after an officer of the Workers' Compensation Board has determined such to be safe.

(g) Temporary assignment to alternative work at no loss in pay to the employee until the matter in Subclause (a) is resolved shall be deemed not to constitute disciplinary action.

(h) Materials, articles or objects to be manually lifted, carried or moved shall be lifted, carried or moved in such a manner and with some precautions and safeguards, including training, protective clothing, and mechanical aids as will ensure that the process does not endanger the health and safety of any employee.

22.10 Controlled Products, Hazardous Waste, Pesticides and Harmful Substances

Where employees are required to work with or are exposed to any controlled products, hazardous waste, pesticide or harmful substance, the Employer shall ensure that the employees are adequately trained in the identification, safe handling, use, storage, and/or disposal of same.

22.11 Communicable Disease Protection

To protect against the contraction of communicable disease for those employees working at demonstrable at risk worksites, the Employer agrees to pay any cost, not covered by an employee's own medical insurance coverage, for injections or medications (specifically hepatitis and tuberculosis).

ARTICLE 23 - TECHNOLOGICAL CHANGE

23.1 Definition

For the purpose of this agreement, the term "*technological change*" shall be understood to mean:

- (a) the introduction by the City into its work, undertaking or business of equipment or material of a different nature or kind than that previously used by the City in that work, undertaking or business; or
- (b) a change in the manner, method of procedure in which the City carries on its work, undertaking or business that is directly related to the introduction of that equipment or material, that significantly decreases the number of employees in any department or worksite; but does not include normal layoffs resulting from a decrease in the amount of work to be done;

Such changes as anticipated above shall include the following where such change or changes significantly affects the terms and conditions or security of employment of members of the bargaining unit or alters significantly the basis on which this agreement was negotiated.

- (c) The introduction, because of technological change or development, of equipment, material or processes different in nature, type or quantity from that previously utilized.
- (d) Any change in location at which the Municipality operates.

23.2 Notice

When the Municipality intends to introduce a technological change:

- (a) the Municipality agrees to notify the Union as far as possible in advance of its intention and to update the information provided as new developments arise and modifications are made;
- (b) the foregoing notwithstanding, the Municipality shall provide the Union, at least 90 calendar days before the term in which an introduction of a technological change is intended, with a detailed description of the change it intends to carry out, disclosing all foreseeable effects and repercussions on employees.

23.3 Data to be Provided

The notice mentioned in Article 23.2 shall be given in writing and shall contain pertinent data, including:

- (a) the nature of the change;
- (b) the date on which the Municipality proposes to effect the change;
- (c) the approximate number, type, and location of employees likely to be affected by the change;
- (d) the effects the change may be expected to have on the employees' working conditions and terms of employment;
- (e) all other pertinent data relating to the anticipated effects on employees;
- (f) draft changes and additions to the collective agreement (see 23.6).

23.4 Notice to Functional Work Area

The notice mentioned in Articles 23.2 and 23.3 shall also be given to the functional area to be affected.

23.5 Consultations

- (a) Where the Municipality has notified the Union of its intention of introducing a technological change, the parties undertake to meet within the next 30 calendar days and to hold constructive and meaningful consultations in an effort to reach agreement on solutions to the problems arising from this intended change and on measures to be taken by the Municipality to protect the employees from any adverse effects. The Municipality and the Union agree to bargain in good faith on all aspects of the intended change.
- (b) Where notice of technological change has been given pursuant to Article 23.2:
 - (1) Employees who are assigned by the Employer to work with the new technology shall receive a period of training and familiarization. Employees involved in training under this section shall receive their basic pay for the period of training. Where the employee cannot meet job requirements upon completion of the training the employee shall be offered the opportunity to fill existing vacancies for which he/she is qualified to perform after a period of familiarization, or to displace a junior employee whose duties the above employee could perform after a period of familiarization, or elect retirement, or severance pay, or layoff with recall pursuant to Article 13.2(b).
 - (2) To absorb those employees who are not assigned by the Employer to work with the new technology or who are displaced because of such technological change, the Employer will endeavour to utilize normal turnover of employees within the City but when necessary to reduce staff due to technological change, it will be done as provided for in (1) above.

23.6 Resulting Agreements

Where the parties agree to appropriate solutions to the problems arising out of the intended technological change, the solutions shall be prepared as a letter of agreement between the parties and such letters of agreement shall have the same effect as the provisions of the existing collective agreement and shall be subject to the grievance procedure, up to and including arbitration.

23.7 Failure to Agree

Where the parties do not reach agreement within 60 calendar days after the date on which the Union has received notification from the Municipality of its intention of introduction of a technological change, and various matters remain unresolved, the parties shall refer such matters to arbitration within 21 calendar days of failure to agree.

23.8 Effect of Dispute Resolution or Introduction of Technological Change

Technological change shall not be introduced by the Municipality until the matter is resolved by agreement or arbitration.

ARTICLE 24 - CONTRACTING OUT**24.1 No Contracting Out**

The Employer agrees not to contract out any bargaining unit work presently performed by employees covered by this agreement without mutual agreement from the Union, which would result in the laying off of such employees or the failure to call laid off employees on the recall list, providing the employee has the necessary knowledge, skills and ability and there is availability of equipment to perform the work.

24.2 Contracting/Leasing

Nothing in this agreement prohibits the Employer from contracting in work or leasing or renting equipment to or from any party. Only bargaining unit employees shall operate employer owned or long-term rented or leased equipment.

ARTICLE 25 - HEALTH AND WELFARE**25.1 Basic Medical Insurance**

All employees whether full-time or part-time may choose to be covered by Medical Services Plan of British Columbia. The Employer shall pay 100% of the regular premium. Benefits and premium rates shall be in accordance with the existing policy of the plan.

25.2 Extended Health Care Plan

The Employer shall pay 100% of the regular premium for regular full-time employees entitled to coverage as summarized below. (This summary must be read together with the benefits as described in the Group Benefit Plan).

<i>Individual/Family Deductible</i>	\$25 each calendar year
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The individual and family deductibles do not apply to chronic care, Global Medical Assistance and Vision Care expenses.

<i>Reimbursement Level</i>	100%
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Basic Expense Maximums

Hospital	Semi-private room
Nursing	\$10,000 in any 12 month period
Chronic Care	\$25 per day
Nicotine Resin Containing Products	\$500 lifetime
Speech aids	\$1,000 lifetime
Incontinence Supplies	\$1,000 each calendar year
Custom-fitted Orthopedic Shoes	\$300 every 12 months
Myoelectric Arms	\$10,000 per prosthesis
External Breast Prosthesis	one every 12 months
Surgical Brassieres	two every 12 months
Mechanical or Hydraulic Patient Lifters (excluding electric stairlifts)	\$2,000 per lifter every five years
Outdoor Wheelchair Ramps	\$2,000 lifetime
Blood-glucose Monitoring Machines	one every four years
Transcutaneous Nerve Stimulators	\$700 lifetime
Extremity Pumps for Lymphedema	\$1,500 lifetime
Custom-made Compression Hose	four pairs each calendar year
Wigs for Cancer Patients	\$200 lifetime
Hearing Aids	\$700 every four years for adult and every two years for dependent children

Paramedical Expense Maximums

Physiotherapists	\$500 each calendar year
Speech Therapists	\$500 each calendar year
Acupuncturists	\$8 each visit 20 visits each calendar year

Vision Expense Maximums

Glasses and Contact Lenses/Laser surgery	\$600 every two years
Eye Exams	Annually
Lifetime Healthcare Maximum	Unlimited

25.3 Dental Plan

(a) The Employer shall pay 100% of the monthly premium for full-time employees entitled to coverage as summarized below. (This summary must be read together with the benefits as described in the Group Benefit Plan).

Reimbursement Levels

Basic Coverage	100%
Major Coverage	80%
Orthodontic Coverage	80%
Accidental Dental Injury Coverage	100%

Plan Maximums

Basic and Major Treatment	\$2,500 each calendar year
Orthodontic Treatment	\$6,000 lifetime

Note: No maximum is applied to accidental dental injury coverage.

25.4 Group Life

(a) The Employer shall provide a mutually acceptable group life plan with benefits equivalent to twice the full-time employee's annual salary, with a maximum of \$165,000.

The Employer shall pay 100% of the premium on the base and the employee shall pay 100% of the premium for any insurance over \$165,000.

(b) Employees hired on or after the signing of this agreement shall, as a condition of employment, enrol in the group life plan and shall complete the appropriate payroll deduction authorization forms.

25.5 Long-Term Disability

It is mandatory for all eligible full-time employees to enrol in the Long-Term Disability plan on the first day, of accident or illness, in the 17th consecutive week or 119th day.

(a) The Employer shall pay 100% of the monthly premium for full-time employees entitled to coverage under a Long-Term Disability Plan (LTD) providing the benefit level to 66.67% of the employee's monthly salary, to a maximum of \$3,500 per month benefit with a Non Evidence Medical Maximum of \$3,500 per month benefit.

(b) Employees cannot use accumulated sick leave or access the Union Sick Leave Bank to top up Long-Term Disability Plan benefits.

25.6 Chiropractor/Massage Therapist Fees

Chiropractor/Massage Therapist user fees of \$50 per visit will be paid by the Employer to a maximum of 12 visits per year.

25.7 Workers' Compensation Board Claims

(a) Where an employee is on a claim recognized by the Workers' Compensation Board, while the employee was on Employer's business, the employee shall be entitled to leave, at 75% of the employee's regular rate of pay, up to a maximum of 130 working days for any one claim. Where an employee elects to claim leave with pay under this article, the compensation payable by the Workers' Compensation Board shall be remitted to the Employer with the understanding that any compensation paid by Workers' Compensation to the Employer in excess of the 75% shall be remitted to the employee.

(b) An employee who wishes to receive compensation directly from the Workers' Compensation Board must notify the Employer prior to the Employer submitting the claim to the Workers' Compensation Board or the Employee will be deemed to have elected leave as per (a) above.

(c) The Employer agrees to pay all monthly premiums to benefit plans while employees are absent on leave as per (a) above.

25.8 Medical Examination

Where the Employer requires an employee to submit to a medical examination or medical interview, it shall be at the Employer's expense and on the Employer's time.

25.9 Legislative Changes

If the premiums paid by the Employer for any employee benefit covered by this agreement are reduced by the result of any legislative or other action, the amount of the saving shall be used to increase other benefits available to the employees, in the ratio to which the contributions were paid.

25.10 Employee and Family Assistance Program

(a) The Employer and the Union shall provide a mutually acceptable employee and family assistance program. The cost of the referral agency shall be borne by the Employer.

(b) The terms and conditions of the program are:

(1) The City and the Union recognize that a wide range of problems can adversely affect an employee's performance and that the parties have a responsibility to offer and provide assistance in helping resolve these problems in an effective and confidential manner at the earliest possible time.

(2) The City and the Union will endeavour to assist an employee who recognizes the presence of a personal problem which is adversely affecting his/her job performance. The cost of the agreed upon referral agent will be borne solely by the City.

(3) The Joint Union/City Committee on employee assistance shall be responsible for the administration of this program. The Committee shall be comprised of an equal number of union and city representatives and shall meet at the request of either party. The agent chosen as the referral agency shall be mutually agreed to between the parties.

(4) Regular reports shall be sent to the Committee from the referral agency. The Committee may meet and review existing practices and make recommendations to amend the services being provided by the referral agent if necessary.

(5) For the purpose of this policy, "*personal problems*" will be identified with issues such as marital or legal difficulties, financial concerns, psychological/stress related situations, drug and alcohol abuse and so forth.

(6) (i) An Employee will be considered absent due to illness and will receive the benefits for which he/she is eligible, pursuant to City Policy and the collective agreement when:

- a. he/she requires time off from work for medical counselling or treatment appointments recommended by the referral agent and subsequently approved by the City Manager. (Approval will only be withheld in exceptional circumstances); or
- b. he/she is unable to work, but is following a prescribed program of treatment; or
- c. he/she is accepted into the program through a voluntary, union, fellow employee or family referral.

(ii) An employee will continue to be eligible for benefits under (a) above, so long as he/she is cooperating fully in following the prescribed course of treatment.

(iii) The employee will be responsible for costs and expenses not normally covered by current medical and benefit plans which are associated with his/her treatment program such as actual cost of residential treatment for chemical dependency. However, the City will ensure that transportation and accommodation costs will be provided to the employee when referral necessitates travel. Emergency requests for counselling that entail additional cost beyond the basic contract shall only be paid by the Employer when the Employer makes such request.

(7) When an employee's job performance demonstrates the existence of a problem, the employee's immediate supervisor, in consultation with the Manager or Director of Human Resources, shall discuss the employee's job performance in detail with the employee privately with a union representative present.

(8) If job performance continues to deteriorate and the employee cannot or will not improve his/her job performance, an appointment will be arranged immediately by the City Manager with an employee assistance counsellor. Copies of all records and documents pertaining to an employee's unsatisfactory job performance and an employee assistance referral form signed by the employee and the Manager or Director of Human Resources, will be forwarded to the counsellor.

(9) Should an employee decline any assistance or fail to reasonably follow a prescribed course of treatment and should his/her problems continue to have an adverse effect on performance, the employee will be subject to normal disciplinary procedures.

25.11 Definition - Full-Time

For the purpose of Article 25 "*full-time*" shall refer to employees who work 30 hours or more per week on a regular basis.

25.12 Payment in Lieu of Health and Welfare Benefits

Employees not entitled to health and welfare benefits, except basic medical insurance, shall receive compensation of 95¢ per working hour, up to a maximum of \$76 per biweekly pay period.

25.13 Employment Past Age 65 – Group Benefits

When an employee continues to work past age 65 that any group benefits provided for under the terms of the collective agreement that cannot be provided to that employee at a cost equal to or less than the cost of providing the same benefit to employees under age 65 through an existing group benefits program shall be waived.

Where the provision of benefits has been waived pursuant to this clause, the City will pay to the employee a dollar amount equivalent to the benefit premiums paid on behalf of other employees for that benefit under the applicable group insurance plan.

ARTICLE 26 - WORK CLOTHING

26.1 Supply of Clothing

The Employer shall continue to supply to employees covered by this collective agreement all items of clothing and equipment as detailed in Appendix D.

26.2 Maintenance of Clothing

The Employer shall be responsible for the maintenance of such clothing issued as detailed in Appendix D.

ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES**27.1 Equal Pay**

The Employer shall not discriminate between male and female employees by employing a person of one sex for any work at rate of pay that is less than the rate of pay at which a person of the other sex is employed for similar or substantially similar work.

27.2 Paydays

Employees shall be paid biweekly by electronic deposit with paydays being every second Thursday.

27.3 Retroactive Pay

In all cases where retroactive payment is called for, such payment shall be made within 30 calendar days.

27.4 Rates of Pay

- (a) Employees shall be paid in accordance with the rates of pay negotiated by the parties to this agreement. For information purposes the applicable rates of pay are recorded as an appendix to this agreement.
- (b) The distribution of pay advice slips shall be done in such a manner that the details of the pay shall be confidential.

27.5 Substitution Pay

- (a) When an employee is designated by the Employer to temporarily substitute in or perform the principal duties of a higher paying position, he shall receive the rate for the job, for such hours worked, where a single rate is established.
- (b) Employees designated in writing by the Employer to temporarily substitute in a Leadhand position shall receive \$1.50 per hour more than the highest paid position they are leading in their worksite/crew, or the rate of the position for which they are substituting, whichever is less.
 - (1) Leadhand shall be offered to all qualified employees in the work group on a rotational basis. Leadhand assignment to an employee will not exceed one workweek at a time.
 - (2) Leadhand is defined as "*an experienced worker assigned by the Employer to be in charge of a small group of employees working in the same location*". "*In charge*" includes duties of providing work direction, coordinating, liaising with the supervisor regarding progress and significant decision points in the work that were unanticipated at the outset. "*In charge*" does not include duties of responsibility for the outcome of the work group, performance evaluation of work group members, making decisions regarding circumstances that would normally be made by a supervisor.
- (c) Employees designated in writing to temporarily substitute in an excluded position shall receive payment as per (b) above or a rate pre-determined by the Employer. It is understood that employees substituting temporarily in a position excluded from the bargaining unit shall maintain their membership with the B.C. Government and Service Employees' Union and dues shall be deducted in accordance with the provisions of Article 4 of this agreement.
- (d) Employees on sick leave, special leave, or any other paid leave of absence will be entitled to basic rates of pay they received prior to substituting in a higher position.

27.6 Pay on Temporary Assignment

An employee temporarily assigned by the Employer to a position with a rate of pay lower than his regular rate of pay shall maintain his regular rate of pay.

27.7 Reclassification of Position

- (a) An employee shall not have his salary reduced by reason of a change in the classification of his position that is caused other than by the employee.
- (b) Effective January 1, 1990, an employee who exercises his/her seniority rights to occupy a higher paying term certain or summer position, is deemed to be substituting for pay only and when returning to his/her former position, will revert to the wage rate for that former position.
- (c) The employee shall continue to receive 50% of the negotiated salary increases applicable to the employee's new classification until the salary of the employee's new classification equals or exceeds the salary which the employee is receiving.

27.8 Transportation for Employees

Transportation will be provided to employees who are required to work other than their normal working hours and who must travel to and from their home during the hours between 1:00 a.m. and 6:00 a.m.

27.9 Abnormal Working Conditions

Employees performing storm or sanitary sewer maintenance shall receive \$1.50 an hour in addition to their hourly rate.

27.10 Upgrading Qualifications

Where the Employer requires an employee to upgrade his skills or qualifications in order to operate or maintain new equipment, the cost of training and normal living and travel expenses as laid down in this agreement will be borne by the Employer.

27.11 Salary Rate Upon Employment

The hiring rate of pay for a new employee shall not be higher than the rate of pay for an existing employee in the same classification with similar work experience, training and education.

27.12 Hourly, Daily and Partial Month Calculations**(a) Hourly Rated Employees**

The daily rate for an hourly paid employee shall be the hourly rate multiplied by seven or eight hours as the case may be.

27.13 Salary on Demotion

When an employee is demoted the employee shall receive the rate for the position.

27.14 Travel Expenses

Travel expenses for employees travelling on City business shall be governed by City of Fort St. John Employee – Allowable Expenses Policy No. 99. The Union will be provided with copies of the Policy.

27.15 Licensing and Associate Membership Costs

All licensing, recertification fees and Association Membership costs, as required in the job description, shall be borne by the Employer. Recertification fees shall be reimbursed upon proof of successful completion of the recertification. This article does not apply to drivers' licence renewal costs.

Pre-approved travel costs will be borne by the Employer should the course not be available locally.

ARTICLE 28 - CLASSIFICATION & RECLASSIFICATION

28.1 Classification Specifications

The Employer agrees to supply the staff representative of the Union or his designate with new or amended classification specifications for those classifications in the bargaining unit, within 30 calendar days of the completion of such descriptions.

28.2 Job Evaluation Plan

The Employer agrees that no job evaluation plan pertaining to positions covered by this agreement will be introduced without the mutual agreement of the parties.

28.3 Classification Maintenance Program

(a) *New or Changed Classifications*: The Employer may institute new classifications in addition to those listed in Appendix A. Should any such new classification be instituted, the Employer shall establish the rate for same and shall submit the classification and rate to the Union in writing and, in addition, shall post the classification and rate. The posting shall indicate that the new classification and rate of pay is subject to agreement between the Union and the Employer. Within 30 working days of such submission and posting, the Union may, if it deems necessary, request to meet with the Employer to review the classification and rate and if mutual agreement cannot be reached, the difference may be referred to arbitration under the provisions of Article 9. Any change in rate resulting from discussion between the parties, or following a reference to arbitration, shall be retroactive to the date the new classification was instituted by the Employer.

(b) *Changed Classification*: If the Union claims that the duties of an existing classification have been changed to an extent sufficient to alter the classification and/or rate, the Union may request to meet with the Employer to review the classification and/or rate. If within 30 working days of the submission of such request, which shall be in writing, and the request shall specify any changes in duties and any proposed change in the rate of pay, mutual agreement cannot be reached, the difference may be referred to arbitration under the provisions of Article 9. Any change in rate resulting from discussion between the parties, or following a reference to arbitration, shall be retroactive to the date the Union submitted its request to the Employer.

(c) *Abandonment*: If the Union does not request to meet with the Employer to review the classification and rate within 30 working days, as provided for in Article 28.1, or if the Union does not refer the difference, if any, to arbitration within 30 working days, as provided in Article 9, then the difference, if any, shall be deemed to be abandoned and all rights of recourse to arbitration shall be at an end.

(d) *Extension of Time Limits*: The time limits referred to in this article may be extended by mutual agreement of the parties in writing.

ARTICLE 29 - LABOUR/MANAGEMENT COMMITTEE

29.1 Labour/Management Committee Responsibilities (Objectives)

The Labour/Management Committee provides a forum in which union and management concerns or problems may be addressed and discussed informally outside of the legislated negotiations or grievances/arbitration procedures. The Committee shall endeavour to establish and maintain harmony between the City and its employees, establish a means of open communication, solve problems and provide feedback on management practices and labour activities.

29.2 Membership

The minimum size of this Committee shall be three Management Representatives and three union representatives, to a maximum of eight management representatives and eight union representatives.

Management representatives on the Committee will be as follows:

- City Manager (Permanent member);
- Human Resources Representative (Permanent member);
- Appointed Employer Bargaining Committee responsible for negotiating the current collective agreement ;
- Recording Secretary.

Union representatives on the Committee will be as follows:

Union representatives on the Committee will be the Bargaining Committee responsible for negotiating the current collective agreement. When the agenda involves an operational worksite issue a union appointed shop steward(s) or alternate(s) will be invited to attend.

29.3 Procedure

Each party shall appoint a person to act as their Coordinator on the Committee. Staff members and Department Heads who wish consideration of problems or administrative and operational matters by the Labour/Management Committee shall bring such matters to the attention of their respective Coordinators of the Committee. Each Coordinator will consider the matter and provide verbal or written notice of their desire to schedule a meeting or provide information for agenda preparation.

The union and management Coordinators will be responsible for:

- (a) Arranging time, dates, and location of meetings;
- (b) Preparing an agenda of discussion items;
- (c) Notifying their respective committee members of the intended meeting;
- (d) Ensuring that the meeting agenda is circulated to all committee members in advance of the meeting date and that any necessary reference material accompanies the agenda.

29.4 Conduct of Meetings

The union and management Coordinators will attempt to schedule meetings at least once every 60 calendar days, or at the call of either party at a mutually agreeable time and place.

A chairperson shall be appointed by the Committee. The appointment to chairperson shall take place on a rotational basis, alternating between union and management representatives.

A Recording Secretary shall be present at all meetings of the Committee and minutes of the proceedings will be recorded, transcribed, typed in draft form for review within a five day period. Each party shall have a minimum of two persons review the Draft minutes and upon agreement by both parties these two persons shall sign the minutes as being approved. Once approved the posting of the minutes may take place and the minutes will be distributed to each committee representative for adoption at the subsequent meeting. Minutes will be posted at all worksite bulletin board locations .

Upon mutual consent of both parties, issues of a "*time sensitive*" or confidential matter will be recorded as an "*in camera*" set of minutes, not to be distributed on bulletin boards.

The Committee shall be responsible for ensuring that proper limits of authority are respected and that the confidentiality is respected.

ARTICLE 30 - AUXILIARY EMPLOYEES

30.1 Letters of Appointment

An auxiliary employee shall receive a letter of appointment clearly stating his classification and employment status.

30.2 Probationary Period

The probationary period for auxiliary employees shall be the equivalent of 60 full-time working days and may be extended in writing by mutual agreement.

30.3 Seniority

(a) Auxiliary employees shall accrue service and classification seniority on the basis of hours worked.

(b) Auxiliary employees will be called in on a rotational basis. When an auxiliary employee is the successful applicant to a regular position and is converted to regular status, the total hours of service seniority as an auxiliary employee will be divided by the number of regular weekly hours of a regular full-time employee in the same classification to determine an adjusted hire date for the purposes of Article 11.1(b).

30.4 Loss of Seniority and Termination

An auxiliary employee will lose his seniority when:

- (a) he is dismissed for just cause;
- (b) he voluntarily terminates or abandons his position;
- (c) he is on layoff for more than one year;
- (d) he refuses more than three calls within any three month period unless the Employer has approved a leave for the relevant time period.

30.5 Layoff and Recall

- (a) Layoff of auxiliary employees shall be by classification in reverse order of service seniority.
- (b) Auxiliary employees on layoff shall be recalled in order of service seniority within classifications.
- (c) An auxiliary employee hired for a term position shall be deemed to be laid off upon completion of his term and shall be subject to recall procedures in accordance with (b) above.

30.6 Auxiliary Employee Availability

(a) Auxiliary employees will provide a direct communication link, such as telephone, cell phone or email, that will give them personal contact with their work unit.

(1) Where an email communication link is provided a single attempt by email will be made to the auxiliary employee and the employee must respond to the Employer within 20 minutes.

(2) Where telephone communication is used, two attempts, at least five minutes apart, will be made to contact the auxiliary employee.

(3) Where texting is used, two attempts, at least five minutes apart, will be made to contact the auxiliary employee. The auxiliary employee must respond to the Employer within five minutes of the text.

(b) Auxiliary clerical employees shall be available for call-in via their direct communication link between 0500 and 0900 Monday to Friday. All other auxiliary employees shall be available for call-in via their direct communication link daily between 0400 and 1100, and 1400 to 2000. Employees who are not available through their direct communication link during the call-in periods specified above and where the Employer has made an attempt to contact them during these periods, shall be deemed to have refused the call pursuant to 30.4(d).

(c) An auxiliary employee shall be available for work unless limited availability has been agreed to in writing between the Employer and the employee. Such limited availability may be reviewed annually. The Employer agrees to allow limited availability for employees that are students attending educational institutions within the City, during the times that the employee's courses are in session, providing that the employee provides the information to the Employer in advance in writing.

(d) An auxiliary employee who reports for on call work shall be paid for all hours worked at his regular rate unless the employee is unfit to perform his duties or has failed to comply with the Occupational Health and Safety Regulations of WorkSafeBC.

(e) Auxiliary employees are responsible for advising the Employer, in writing, of their current phone number, email address, or cell phone number (as applicable for the purposes of [a] above) and address, and for the accuracy and completeness of the information provided.

(f) Auxiliary employees who are unavailable in the following circumstances, and who notify their designated supervisor in their work unit of their unavailability at the times designated by the Employer, will not have the decline or unavailability count as an occurrence for the purposes of 30.4(d) - Loss of Seniority:

- (1) absence on a WCB claim;
- (2) maternity leave, parental leave or adoption leave;
- (3) approved leave of absence;
- (4) illness (where proof of illness is required the provisions of Article 19.3 will apply);
- (5) union leave as per Article 2;
- (6) jury duty;
- (7) medical or dental appointments.

30.7 Health and Welfare

In lieu of health and welfare benefits, auxiliary employees shall receive compensation of 95¢ as per Article 25.12.

30.8 Designated Paid Holidays

- (a) An auxiliary shall be compensated for the paid holiday if he:
- (1) worked the day before and the day after the paid holiday; or
 - (2) worked 15 of the previous 30 days; or
 - (3) worked at least 105 hours at the straight-time rate in the previous 30 days.
- (b) Compensation as per (a) above shall be on a pro rata basis based on the following formula:

Straight-time hours worked in the previous 30 calendar days divided by the straight-time hours of work of a full-time employee for the same 30 calendar day period multiplied by the hourly rate, multiplied by the daily hours for a full-time employee in the same classification.

- (c) An auxiliary who works on a designated paid holiday shall be compensated at the same overtime rates as that of a regular employee in the same situation.

30.9 Vacation and Other Leave

- (a) An auxiliary employee shall receive vacation pay at the rate of 6% of his regular earnings and such vacation pay shall be paid biweekly.
- (b) An auxiliary employee may, make application in writing to the Employer to take vacation time without pay. An employee seeking such unpaid vacation time shall make application a minimum of two weeks prior to the requested time. The granting and scheduling of any such vacation shall be at the discretion of the Employer and is subject to operational requirements and the vacation schedules of regular employees.
- (c) Where bereavement leave from work is required, auxiliary employees shall be entitled to the provisions of Clause 20.1.
- (d) Maternity, parental and adoption leave for auxiliary employees shall be in accordance with the *Employment Standards Act*.

30.10 Conversion Factor

An auxiliary employee who works a minimum of 1456 hours per year, excluding overtime, for two continuous years (35 hour per week employee); or 1664 hours per year, excluding overtime for two continuous years (40 hour per week employee) shall be converted to a regular full-time employee. Hours worked (excluding overtime) as an auxiliary employee covering employees absent for short-term disability leave exceeding 21 days, maternity leave, parental leave or paternity leave shall be excluded for the purposes of this section.

30.11 Application of Agreement – Auxiliary Employees

Except as otherwise noted in this article, the provisions of Article 11 - Seniority; Article 13 - Layoff and Recall; Article 17 – Paid Holidays; Article 18 – Annual Vacations; Article 19 – Sick Leave; Article 20 - Special and Other Leave (Sections 20.2 to 20.16); Article 21 – Maternity, Parental and Adoption Leave; Article 24 – Contracting Out and Article 25 – Health and Welfare (Sections 25.1 to 25.6, Section 25.9 and Section 25.11) do not apply to auxiliary employees. The provisions of other articles apply to auxiliary employees, except as otherwise indicated.

ARTICLE 31 - GENERAL CONDITIONS**31.1 Parking**

The Employer and the Union agree that there shall be no change in parking regulations and policies except by mutual agreement of the parties. Each employee covered by this agreement shall be provided with plug in parking.

31.2 Tool Allowances

- (a) All matters with respect to the provision of tools and allowances shall be in accordance with the mutual agreement of both parties.

31.3 Comprehensive Insurance

- (a) The Employer agrees to provide comprehensive insurance covering tools, reference texts and instruments owned by the employees and required to be used in the performance of their duties at the request of the Employer.
- (b) The employee agrees to provide a list of such items to the Employer immediately following the signing of this agreement.

31.4 Indemnity

- (a) *Civil Actions* - Except where a joint union/employer committee considers that there has been a flagrant or wilful negligence on the part of an employee, the Employer agrees not to seek indemnity against an employee whose actions result in a judgement against the Employer. The Employer agrees to pay any judgement against an employee arising out of the performance of his duties. The Employer also agrees to pay any legal costs incurred in the proceedings including those of the employee.
- (b) *Criminal Actions* - Where an employee is charged with an offence resulting directly from the proper performance of his duties and is subsequently found not guilty, the employee shall be reimbursed for all reasonable legal fees.
- (c) *Civil and Criminal Action* - At the option of the Employer, the Employer may provide for legal services in the defence of any legal proceedings involving the employee (so long as no conflict of interest arises between the Employer and the employee) or pay the legal fees of Counsel chosen by an employee.
- (d) *Civil and Criminal Actions* - In order that the above provision shall be binding upon the Employer, the employee shall notify the Employer immediately, in writing, of any incident or course of event which may lead to legal action against him and the intention or knowledge of such possible legal action is evidenced by any of the following circumstances:
 - (1) when the employee is first approached by any persons or organization notifying him of intended legal action against him; or
 - (2) when the employee himself requires or retains legal counsel in regard to the incident or course of events; or
 - (3) where any investigative body or authority first notifies the employee of any investigation or other proceeding which might lead to legal action against the employee; or
 - (4) when information first becomes known to the employee in the light of which it is a reasonable assumption that the employee would conclude that he might be the object of legal action; or
 - (5) when the employee receives notice of any legal proceeding of any nature or kind.

31.5 Payroll Deductions

An employee shall be entitled to have deductions from his salary assigned for the purchase of Canada Savings Bonds and/or RRSP's.

The Employer sponsored RRSP Program is subject to a minimum of 25 municipal employees participating. The group plan to be administered by a single RRSP agent, and all the related agent costs to be borne by the participating employees. The employee is solely responsible for determining the amount of his RRSP contributions.

31.6 Copies of the Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this agreement, and his/her rights and obligations under it. For this reason, the Union shall arrange for printing of sufficient copies of the agreement for distribution to employees. The agreement shall be printed in a union shop and bear the recognized union insignia. The cost of such printing shall be shared equally.

31.7 Supervisors

The Employer agrees that it is in the best interests of both the employees and the Employer that all matters of communal interest pertaining to the employee/employer relationship be handled by one central authority.

To that end, the Employer agrees to give a list of supervisors in each department to the Union.

ARTICLE 32 - TERM OF AGREEMENT

32.1 Duration

This agreement shall be binding and remain in effect from January 1, 2015, to midnight December 31, 2017.

32.2 Notice to Bargain

- (a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after November 10, 2017 but in any event not later than midnight, December 9, 2017.
- (b) Where no notice is given by either party prior to December 9, 2017, both parties shall be deemed to have given notice under this section on December 9, 2017, and thereupon Article 32.3 of this agreement applies.
- (c) All notice on behalf of the Union shall be given by the staff representative of the Union and similar notice on behalf of the Employer shall be given by the City Manager.

32.3 Commencement of Bargaining

Where a party to this agreement has given notice under Article 32.2 of this agreement, the parties shall, within 14 calendar days after the notice was given, commence collective bargaining.

32.4 Changes in Agreement

Any change deemed necessary in this agreement may be made by mutual agreement at any time during the life of this agreement.

32.5 Agreement to Continue in Force

Both parties shall adhere fully to the terms of this agreement during the period of bona fide collective bargaining.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

Stephanie Smith
President

Lori Ackerman
Mayor

Kurt Langdon
Bargaining Committee Chair

Dianne Hunter
City Manager

Darrel Chorney
Bargaining Committee Member

Rashid Hasan
Director of Human Resources

Charlene Jackson
Bargaining Committee Member

Jim Rogers
Director of Protective Services

Iyan Bruvold
Bargaining Committee Member

Don Demers
Director of Public Works and Utilities

Jordan DeRose
Bargaining Committee Member

Julie Romine
Manager of Human Resources

Brent Camilleri
Coordinator - Negotiations

Dated this _____ day of _____, 20_____.

**APPENDIX A
Wage Scales**

Classification	Wkly Hrs	Jan 1/14	Jul 1/15	Jan 1/16	Jan 1/17
		2.50%	2.25%	2.25%	2.50%
Recreation Attendant	40	16.80	17.18	17.57	18.01
Customer Service Representative	40	22.26	22.76	23.27	23.85
Custodian	40	23.73	24.26	24.81	25.43
Water Safety Instructor	40	23.73	24.26	24.81	25.43
Lifeguard	40	23.73	24.26	24.81	25.43
Labourer	40	27.05	27.66	28.28	28.99
Pool Attendant I	40	27.05	27.66	28.28	28.99
Building Service Worker	40	28.25	28.89	29.54	30.28
Bylaw Enforcement Technician	40	28.25	28.89	29.54	30.28
Clerk I	35	28.25	28.89	29.54	30.28
Utility Maintenance Worker I	40	28.25	28.89	29.54	30.28
Recreation Instructor	40	28.25	28.89	29.54	30.28
Guard	40	28.48	29.12	29.78	30.52
Facility Operator	40	28.48	29.12	29.78	30.52
Clerk II	35	29.12	29.78	30.45	31.21
Clerk III	35	29.57	30.24	30.92	31.69
Accounting Clerk I	35	29.57	30.24	30.92	31.69
RCMP Watch Clerk	35	29.57	30.24	30.92	31.69
Fire Department Admin Clerk	35	29.57	30.24	30.92	31.69
Equipment Operator I	40	29.92	30.59	31.28	32.06
Bylaw Enforcement Officer I	40	29.92	30.59	31.28	32.06
Utility Maintenance Technician I	40	29.92	30.59	31.28	32.06
Accounting Clerk II	35	30.39	31.07	31.77	32.56
Exhibit Custodian	35	30.39	31.07	31.77	32.56
Facilities Maintenance Technician	40	30.62	31.31	32.01	32.81
Utility Maintenance Technician II	40	30.62	31.31	32.01	32.81
Groundskeeper	40	30.62	31.31	32.01	32.81
Civic Properties Technician	40	30.62	31.31	32.01	32.81
Accounting Clerk III	35	30.91	31.61	32.32	33.13
Utility Maintenance Worker II	40	30.91	31.61	32.32	33.13
Equipment Operator II	40	31.25	31.95	32.67	33.49
Bylaw Enforcement Officer II	40	31.25	31.95	32.67	33.49
Equipment Operator III	40	32.55	33.28	34.03	34.88
Network Support Technician	35	32.55	33.28	34.03	34.88
Water/Sewer Plant Operator I	40	32.55	33.28	34.03	34.88
Records Management Supervisor	35	32.55	33.28	34.03	34.88
Aquatics Supervisor	40	32.55	33.28	34.03	34.88
Recreation Programmer	35	32.55	33.28	34.03	34.88
Accounting Clerk IV	35	32.55	33.28	34.03	34.88
Payroll Clerk	35	32.55	33.28	34.03	34.88
Graphic Designer	35	32.55	33.28	34.03	34.88
Planning & Engineering Admin Assist	35	32.55	33.28	34.03	34.88
Records Management Coordinator	35	32.55	33.28	34.03	34.88
Facilities Allocations Clerk	35	32.55	33.28	34.03	34.88
GIS Assistant	35	33.96	34.72	35.50	36.39
Development Services Assistant	35	33.96	34.72	35.50	36.39
Water/Sewer Plant Operator II	40	33.96	34.72	35.50	36.39
Court Liaison Clerk	35	33.96	34.72	35.50	36.39
Bylaw Supervisor	40	33.96	34.72	35.50	36.39
Grounds Supervisor	40	33.96	34.72	35.50	36.39
Roads Supervisor	40	33.96	34.72	35.50	36.39

Classification	Wkly Hrs	Jan 1/14	Jul 1/15	Jan 1/16	Jan 1/17
		2.50%	2.25%	2.25%	2.50%
Facilities Maintenance Supervisor (Aquatic)	40	33.96	34.72	35.50	36.39
Facilities Maintenance Supervisor	40	33.96	34.72	35.50	36.39
Mechanic I	40	34.08	34.85	35.63	36.52
Utility Maintenance Worker III	40	35.40	36.20	37.01	37.94
Water/Sewer Plant Operator III	40	35.40	36.20	37.01	37.94
Mechanic II	40	37.09	37.92	38.77	39.74
Electrician I	40	37.09	37.92	38.77	39.74
Planning Technologist	35	38.40	39.26	40.14	41.14
Electrician II	40	38.40	39.26	40.14	41.14
GIS Technologist	35	39.59	40.48	41.39	42.42
Engineering Technologist	35	39.59	40.48	41.39	42.42
Community Development Coordinator	35	39.59	40.48	41.39	42.42
IT Systems Analyst	40	39.59	40.48	41.39	42.42
Building Inspector I	40	39.59	40.48	41.39	42.42
Mechanic Shop Foreman	40	39.59	40.48	41.39	42.42
Communications Coordinator	35	39.59	40.48	41.39	42.42
Planner I	35	40.98	41.90	42.84	43.91
Building Inspector II	40	42.81	43.77	44.75	45.87
Senior Planner	35	43.54	44.52	45.52	46.66
Engineer	35	45.54	46.56	47.61	48.80

Cost of Living Allowance:

Effective January 1, 2016, for every percentage the Consumer Price Index (Vancouver) between December 31, 2015 (midnight) (cumulative) exceeds 3.5%, the equivalent percentage increase, converted to cents per hour, shall be applied to the wage scale.

The calculation shall be in three steps, June 30, 2016, December 31, 2016, and , June 30, 2017.

APPENDIX B Bargaining Unit Exclusions

It is agreed that the following positions are excluded from the bargaining unit:

- (1) City Manager
- (2) Deputy Clerk
- (3) Director of Finance
- (4) Director of Protective Services
- (5) Director of Legislative and Administrative Services
- (6) Director of Development
- (7) Director of Public Works and Utilities
- (8) Utilities Superintendent
- (9) Roads Superintendent
- (10) Director of Recreation & Leisure Services
- (11) Fire Chief
- (12) Deputy Fire Chief
- (13) Manager of Engineering
- (14) Human Resources Advisor
- (15) Director Human Resources
- (16) Health & Safety Officer
- (17) Pool Manager

- (18) Facilities Manager
- (19) Executive Assistant
- (20) HR Assistant
- (21) Deputy Treasurer/Collector
- (22) Recreation Manager
- (23) RCMP Support Manager
- (24) General Manager of Corporate Services
- (25) General Manager of Community Services
- (26) General Manager of Integrated Services
- (27) Director of Strategic Services
- (28) Director of Facilities & Grounds
- (29) Planning Manager
- (30) Grounds Manager
- (31) Manager of Human Resources

APPENDIX C

City Divisions & Departments

Below are listed the various City Divisions & Departments with the exception of ALL Fire Fighters.

City Manager's Office

- Strategic Services
- Human Resources

Corporate Services Division

- Protective Services (Fire/RCMP/Bylaw/Emergency Management)
- Legislative Services
- Finance & Information Technology

Community Services Division

- Facilities & Grounds
- Recreation & Leisure Services

Integrated Services Division

- Development Services
- Public Works & Utilities

APPENDIX D

Clothing Supplied by Employer

The City of Fort St. John shall supply the following safety and other apparel it deems necessary as follows:

- (1) All safety related apparel as required in the *Workers Compensation Act* and Regulations.
- (2) *Departmental Clothing and Uniforms:*
 - Gloves where necessary;

- Rain gear; coveralls; coats for maintenance workers; shirts, shorts and bathing suits for pool attendants;
- City approved footwear for pool attendants to a maximum of \$80 per pair on an exchange basis, accompanied by a receipt;
 - *Full-time and part-time*: two replacement pairs per calendar year
 - Upon completion of probation, auxiliary employees will be eligible for one replacement pair per calendar year
- Safety boots to pool attendants who work the shutdown period and require safety boots.
- and/or any City uniforms as may be required.
- RCMP Guards shall be provided:
 - *Full-Time*: Three shirts, two ties, and two pairs of pants, replacement when necessary.
 - *Part-Time*: Two shirts and one tie, replacement when necessary.

(3) All employees who require safety boots to perform duties of the job, as approved by the Employer, will be reimbursed up to a maximum of \$275 with total receipts per calendar year for replacement purposes. Safety boots must bear an approved safety insignia or label. An employee must be employed for six months before they are eligible for reimbursement.

APPENDIX E
List of Single Arbitrators

Mark Brown
Joan Gordon
Robert Pekeles
Chris Sullivan

LETTER OF UNDERSTANDING #1
Re: Extended Health Care Plan

The parties agree to amend the Extended Health Care Plan to include a "*generic first*" plan for drug dispensing in which generic drugs would be prescribed whenever possible, brand name drugs only when generic drugs are not available or when brand name drugs are specially prescribed for medical reasons.

MEMORANDUM OF UNDERSTANDING #1
Re: Collective Agreement

The parties agree to meet on a regular basis during the term of the collective agreement to discuss areas of the collective agreement that can be identified as problem areas either to the Union or the Employer.

The parties may resolve these problem areas by mutual agreement. In the event such mutually agreed resolve requires any change to the collective agreement, then such changes will be implemented during the next round of negotiations or sooner if the parties agree.

MEMORANDUM OF UNDERSTANDING #2
Re: Northern Travel Allowance Benefit

(a) *Full-Time Employees*

It is agreed by both parties that the Employer will provide, at no cost to the Employer and no wage increase to the BCGEU employee, an annual T4 benefit for northern travel allowance in the amount of \$3,000 per year for income tax purposes. The benefit will commence January 1, 1995, and is applicable to only regular permanent full-time employees.

(b) *Part-Time Employees*

It is further agreed by both parties that the Employer will provide, at no cost to the Employer and no wage increase to the BCGEU employee, an annual T4 benefit for part-time employees. The amount shall be prorated at 7% of the employee's annual gross salary to a maximum of \$3,000 per year, whichever is least, for income tax purposes. The benefit will commence January 1, 1996, and is applicable to only regular permanent part-time employees.

This benefit is subject to the continuance of Fort St. John being deemed a northern community as per the appropriate federal income tax legislation.

MEMORANDUM OF UNDERSTANDING #3
Re: Job Sharing

FORWARD

This Memorandum of Understanding applies to all regular full-time employees of the City represented by the BCGEU; and

- outlines the circumstances under which job sharing arrangements may occur; and
- outlines the terms and conditions of job sharing; and
- provides guidelines for the review of job sharing proposals and the evaluation of current job sharing arrangements.

DEFINITIONS

"*Job share proposal*" a document, initiated by two full-time regular employees, which outlines their request to become part-time employees, and recommends how the duties of a union position previously performed by one full-time employee, can be divided to accommodate their request.

"*Job sharing arrangement*" where two part-time employees perform the regular duties of a full-time position.

"*Partners*" part-time union employees participating in a job sharing arrangement.

POLICIES

Job Sharing Proposals

Job sharing proposals can be considered where both partners propose a job sharing arrangement of which they already occupy a full-time position.

A job sharing proposal must be presented to the Department Head for consideration. Job sharing proposals must include details as outlined in the mandatory procedures section of this Memorandum of Understanding.

Approval of the job sharing proposal is at the discretion of the Department Head. See Guidelines for suggested areas of consideration when reviewing job sharing proposals.

Eligible Partners

The recommended partner(s) outlined in the job sharing proposal must:

- Possess the necessary qualifications, skills, knowledge and ability for the position to be shared as outlined in the most current position description;
- Be employed with the City of Fort St. John as a BCGEU regular full-time employee;
- Be performing his/her current duties satisfactorily.

Appointment of Job Sharing Partners

The approval of a job sharing proposal is confirmed in writing by appointing the job sharing partners as part-time employees. Appointments are subject to the applicable sections of the collective agreement i.e.: probation, transfers, demotion.

The appointment letter should address the departmental needs of whether the employee's hours may be increased up to full-time due to the partner's absence for vacation, illness or leave. Approval of increasing the work hours would be at the discretion of the Department Head. The Department Head will give as much notice as possible to the partner before increasing their hours of work.

This is not meant to be a permanent change in hours of work; nor is it meant to limit the excluded manager's responsibility to determine how operation requirements will be met on each occasion.

Approval of the Job Sharing Proposal

Confirmation of the Employer's approval of a job sharing proposal must be in writing and copied to the Local Bargaining Chair or staff representative.

Benefits, Overtime & Seniority

Benefit entitlement and seniority are administered/calculated as in accordance with those provided to "*part-time*" employees as per the collective agreement.

Overtime entitlement is in accordance with Article 16.10 - Overtime for Part-time Employees of the collective agreement.

Termination of Job Sharing Arrangement by Employees or Employer

(a) Termination by Employees:

Upon termination of the job sharing arrangement by either partner, the remaining partner may request to fill the position on a full-time basis or may submit a new job sharing proposal.

The Employer may endeavour to find alternate employment for the job sharing partners if either wishes to terminate the agreement; however, the onus is on the employee to seek alternative employment if he/she no longer wishes to job share by bidding on a job posting or resigning.

(b) Termination of Job Sharing Arrangement By Employer:

The Employer may terminate a job sharing arrangement with reference being given to relevant provisions in the collective agreement. Such action should be limited to bona fide operational reasons. For administration purposes the provisions of Article 13 - Layoff and Recall will apply.

*Filling of Vacated Job Shared Positions**(a) One Partner Leaves the Job Sharing Arrangement:*

It is at the discretion of the Department Head in cases where one partner leaves a job sharing arrangement to decide on how the position will be filled if there continues to be an operational requirement.

This can be achieved by:

- Approving the remaining partner's request for full-time employment; or
- By approving a new job sharing proposal; or
- Post the vacancy as a job sharing arrangement seeking another partner.

When possible, preference would be given to the remaining partner's request to go full-time.

(b) Both Partners Leave the Job Sharing Arrangement:

It is at the discretion of the Department Head in cases where both partners leave a job sharing arrangement to decide on how to position will be filled if there is an operational requirement.

This can be achieved by:

- Posting the position as full-time; or
- Posting the position as a job sharing arrangement; or
- Approve a subsequent job sharing proposal.

The provisions of Article 12 - Service Career Policy will apply to both Sections (a) and (b) above.

Responsibilities

Department Heads are authorized to:

- Determine whether job sharing arrangements are feasible;
- Consider and approve or reject job sharing proposals.

Accountabilities

Department Heads are accountable for ensuring that a process is in place to review and respond to job sharing proposals.

Mandatory Reporting Responsibilities

The City is required to inform the BCGEU upon request, of the following:

- Number of job sharing arrangements; and
- Nature and classification levels of shared positions.

(a) Job Sharing Proposals Must Include:

- A written statement signed by both partners requesting part-time employment in order to job share as outlined in the proposal;

- Information on the current qualifications and experience of the applied partner(s);
- A copy of each of the proposed partner's current performance appraisal;
- A description of how job duties and responsibilities may be shared;
- Details on what arrangements the partners will make to share necessary information with each other, with clients, with colleagues and with the supervisor;
- A proposal of how workload priorities will be determined by the partners on an ongoing basis;
- Preferred start date;
- Preferred work schedule; and
- Any other applicable information relating to the operations as deemed necessary by the department in advance (e.g.: vacation requests or workload issues/processes that may be unique to the department).

(b) *Approval of the Job Sharing Proposal:*

Once approved by the Employer, the appointment letter to each partner should outline:

- The terms and conditions (rate of pay, benefits, etc.) of employment as referred to in the collective agreement and Job Sharing Policy; and
- The agreed terms of the proposal relating to the job sharing arrangement; and
- The starting date; and
- If the Employer intends on increasing either partner's hours of work due to the absence of one partner.

ADMINISTRATION GUIDELINES

(a) *Establishment of Job Sharing Arrangements*

It may be to the advantage for the Employer to approve Job Sharing Proposals in the following circumstances:

- The organization will lose a valuable employee whose circumstances prevent him/her from working full-time; or
- A mix of backgrounds/experience will enhance the operation; or
- An employee wishes to phase into retirement; or
- A pool of experienced workers can be kept for full-time positions in the future.
- Positions which typically are better suited for job Sharing arrangements are those where:
- There is "on-the-spot" service and little follow-through is required; or
- Work can be scheduled in advance; or
- Different staff can perform a function interchangeably; or
- Little interaction is required with other employees.

(b) *Review of Job Sharing Proposals and Evaluation of Current Job Sharing Arrangements*

Suggested issues to consider in reviewing job sharing proposals, or evaluating existing arrangements:

- Do the proposed partner(s) possess the necessary qualifications, skill, knowledge and ability to do the job as outlined in the most current position description?
- Will/has the efficiency, productivity, timelines, and level of service be/been maintained or enhanced?
- Will/has the productivity of the "*applicable*" work group be/been adversely affected?
- Can/has a practical and appropriate communication arrangement be/been established and maintained between the partners, the supervisor, clients and others?
- How will the supervisor assess the quality of work if both partners are accountable for all duties of the position?
- Can/has an acceptable work schedule be/been worked out?
- Are both partners prepared to cover off for each other when requested for absences?
- Will/has the supervisor's job become more difficult because of this job sharing arrangement? If so, in what way?
- Does the benefit outweigh the extra benefit/supervisory time cost?
- Are the partners/candidates jointly and separately performing the duties to the satisfaction of the Department Head?

MEMORANDUM OF UNDERSTANDING #4

**Re: Replacement of Employees on Short-Term Disability Program
and Long-Term Disability**

It is agreed by both parties that the following process will be administered for the above mentioned:

(1) *Replacement of Employee's on Short-Term Disability Program - Maximum 17 Weeks*

(a) The vacated position may be posted and/or filled by an auxiliary employee for the duration of the STD, up to a maximum of 17weeks.

(b) If a temporary upgrade is made from within the bargaining unit, the employee taking the upgrade to occupy a higher paid position would be deemed to be substituting for pay only for the duration of the disabled employee's absence while on weekly indemnity. If required, his/her vacated position may be posted and/or filled by an auxiliary employee. When the temporary position ends, the employee will return to his/her former position.

(c) Should an extension of the term be required in order to accommodate the employee's recovery and return to work, the term extension will be discussed with the Union and agreed to by both the Employer and the Union.

(2) *Replacement of Employees on Long-Term Disability (at 17 Weeks)*

(a) Should the Short-Term Disability Program extend into a LTD leave, and the attending physician's statement indicates that the disabled employee will be unable to resume his or her duties, then the vacated position may be posted as per the collective agreement and filled by a regular employee.

(b) The disabled employee's accrual of the sick leave and vacation benefits will be frozen at the commencement date of the disability.

(c) A returning employee, deemed able by his/her physician to resume his/her former position will return to his/her previous position displacing the employee occupying his/her position. Whenever possible, the returning employee shall advise the City within 30 working days in advance of his/her ability to return to work.

**MEMORANDUM OF UNDERSTANDING #5
Student Employment – Work Study and Seasonal**

Definitions:

(a) "Seasonal" is defined as a period not to exceed four and one-half consecutive months or 18 weeks.

(b) "Work Study" is defined as work not to exceed 16 hours per week.

1. Students hired to fill a position covered by an existing classification shall be classified according to the rate established for that position and are subject to the applicable terms of the collective agreement except that no student shall be employed for such duties while qualified and available members are on layoff status.

2. Full-time students hired for work study or seasonal work and to carry out special jobs not normally carried out by employees in the bargaining unit, shall be entitled to rates of pay outlined in number four below. The Employer will advise the Union in writing of the name(s) of the student(s), the position(s) they are filling and provide a job/project description. For the purpose of determining entitlement to benefits under the collective agreement, students employed as work study or seasonal students will be considered to be auxiliary employees. Work study or seasonal students hired pursuant to this agreement shall be considered terminated for cause upon completion of their appointment.

3. In the event there is a dispute under this Memorandum of Understanding as to whether a student should be classified under this Memorandum, the dispute shall be dealt with through the grievance procedure in the collective agreement starting at Step 3 of the grievance procedure.

4. *Salary Schedule – Workstudy and Seasonal Student Employment:*

	Jan 1/14	June 1/15	Jan 1/16	Jan 1/17
Grade 12 or below	14.11	14.43	14.75	15.12
Completed first or second year post-secondary	15.73	16.08	16.44	16.85
Completed second or third year post-secondary	17.36	17.75	18.15	18.60

These rates of pay shall automatically increase by the % rate applied in the collective agreement, Appendix A, in future collective agreements.

MEMORANDUM OF UNDERSTANDING #6
Re: Air Conditioning Enclosed Cab Equipment

The Employer agrees that any new equipment purchased, leased or long-term rented equipment with enclosed cabs shall be equipped with air conditioning providing the air conditioning is an available option from the manufacturer of the equipment.

MEMORANDUM OF UNDERSTANDING #7
Re: Discussions Regarding Contracting in Work

The Union and the Employer agree to enter into discussions and to consider opportunities to contract in work. Opportunities will be investigated if it appears that the City has, or can obtain, the expertise and resources to undertake the work and that there will be a financial benefit to the City.

MEMORANDUM OF UNDERSTANDING #8
Re: Minimum Staffing Levels

1. From the date of the signing of this agreement, the City of Fort St. John agrees that the number of regular full-time and regular part-time BCGEU employees at the City of Fort St. John will not fall below 72 (full-time equivalent) workers, (the "*Minimum Staffing Level*") subject to the following:
 - (a) It is acknowledged and agreed by both parties that in the event that functions provided as of the date of this agreement under contract to other local governments or the RCMP are withdrawn, eliminated or altered by said authorities that the City will undertake to:
 - (i) provide a minimum of six months notice to affected employees; and
 - (ii) provide on-the-job training to employees for which the City determines that there may be positions available.
 - (b) It is further agreed that the Minimum Staffing Level will be reduced by the number of positions (FTE) lost as a result of such withdrawal, elimination or alteration.
2. The BCGEU agrees to publicly support, on both a local and provincial level, the City of Fort St. John's initiative towards a regional municipal government, or other government restructure, that is designed to link the industrial tax base and community services. The City of Fort St. John agrees that it will involve the BCGEU in the implementation process of such a restructure by providing information and soliciting input from the Union and the employees. (originally signed by the Union and the Employer)

Dated this 27th day of June 2001.

MEMORANDUM OF UNDERSTANDING #9
Re: Provincial Emergency Program Work

If the Employer is required to activate the Emergency Operations Centre and requests and receives a Provincial Emergency program task number, the Union agrees that all overtime work will be taken in pay as per Article 16.6(b)(1).

MEMORANDUM OF UNDERSTANDING # 10
Re: Short-Term Recreational Programs

The parties hereto agree to the use of the classification of Recreation Instructor for employees hired to deliver special, short-term "*soft funded*" recreational programs at the City of Fort St. John. The qualifications for the position will vary dependent on program requirements and the City agrees to provide the Union with advance notice of the program duration and start and finish dates.

It is understood by both parties that Recreation Instructors may be scheduled for shifts of one hour in duration.

MEMORANDUM OF UNDERSTANDING # 11
Re: Recreation Attendants

The parties hereto agree to use the classification of *Recreation Attendant* for employees hired to be in attendance and supervise the walking track and skating at the Pomeroy Sports Centre and the slide at the aquatic centre, at the City of Fort St. John.

The employees will be auxiliary employees. It is understood by both parties that Recreation Attendants may be scheduled for shifts of one hour in duration.

MEMORANDUM OF UNDERSTANDING #12
Re: Relationship Enhancement Program

The BCGEU and the Employer are interested in establishing and maintaining a more productive and positive relationship and therefore the parties agree to participate in the Relationship Enhancement Program as provided by the Labour Relations Board of British Columbia.

MEMORANDUM OF UNDERSTANDING #13
Re: Changes to Appendix A – Weekly Hours – Network Support Technician Classification

The parties hereto agree to change the weekly hours of work for the Network Support Technician classification to 40 hours per week effective November 2, 2015. Stephen Bishop will be red circled for this change; his weekly hours shall remain at 35 hours per week until such time as he vacates from the position.

The Memorandum must be renewed by both parties at the expiration of the current collective agreement and the parties mutually agree to place this language into the body of the collective agreement during the next round of bargaining.