

COLLECTIVE AGREEMENT

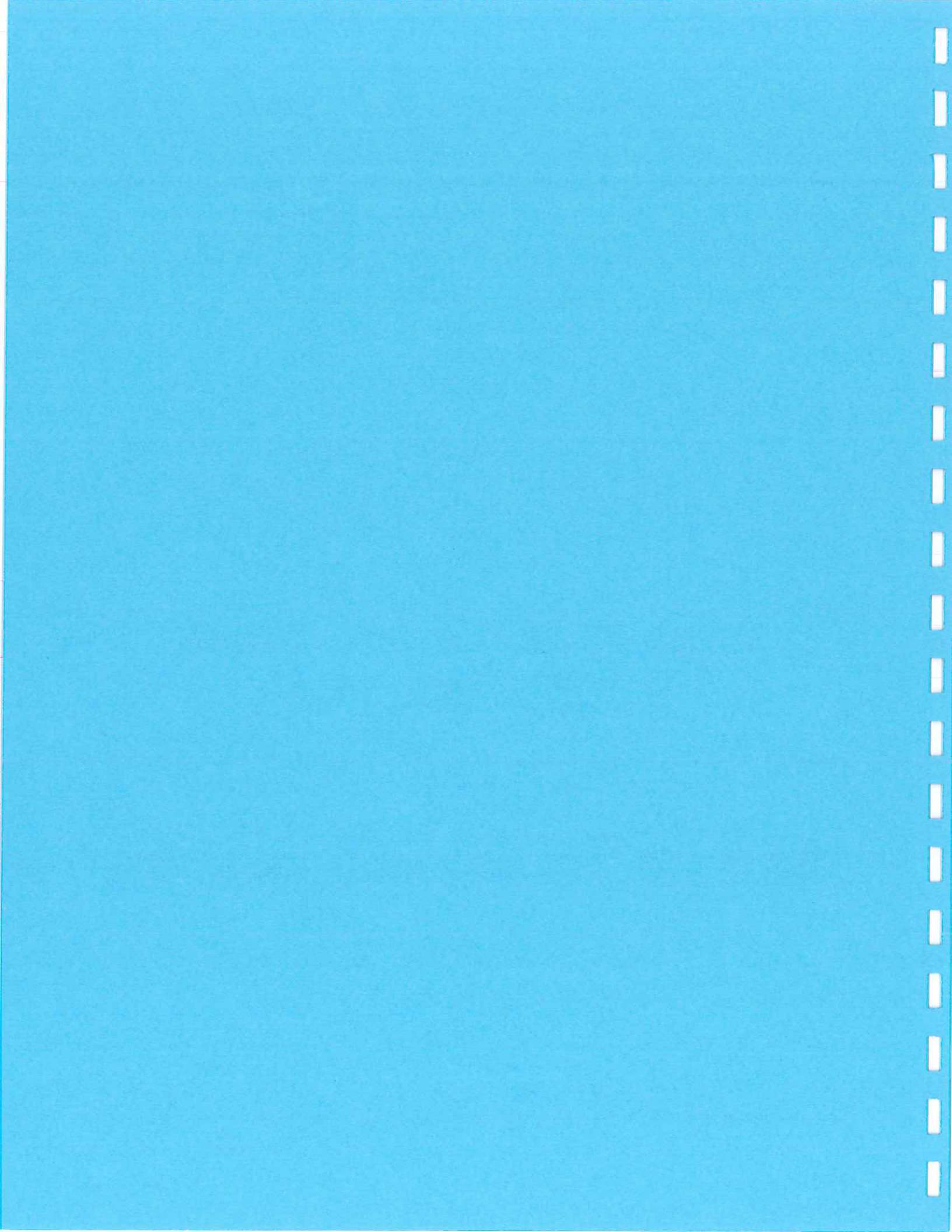
between

THE CITY OF WILLIAMS LAKE

and

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

TERM OF AGREEMENT: July 1, 2019 to June 30, 2024



Collective Agreement – July 1, 2019 to June 30, 2024

TABLE OF CONTENTS

<u>ARTICLE DESCRIPTION</u>	<u>PAGE</u>
Preamble	1
Article 1 – Duration of Agreement	2
Article 2 – Definitions	2
2.01 Casual Employee	2
2.02 Full Time Employee	3
2.03 Part Time Employee	3
2.04 Term Employee.....	3
2.05 Seasonal Employee	3
2.06 Lead Hand	3
2.07 Student Employee	3
2.08 Deputy Fire Chief	4
2.09 Working Foreman	4
2.10 Layoff	4
2.11 Employee	4
2.12 Probationary Period	4
2.13 Singular/ Masculine	4
2.14 Spouse.....	4
2.15 Work Week.....	4
2.16 Seniority... ..	4
2.17 Management	4
2.18 Call In	5
2.19 Overtime	5
2.20 Calendar Year.....	5
2.21 Month	5
2.22 Day	5
2.23 RCMP – Relief Positions	5

ARTICLE DESCRIPTION

PAGE

Article 3 – Unions Security 5

3.01 Union Membership 5

3.02 Union Fees and Dues 5

3.03 Advise New Employees 5

3.04 Attendance of a Shop Steward 6

3.05 Posting of Union Business 6

(a) Union Bulletin Boards 6

(b) Posting of Materials on Union Bulletin Boards 6

3.06 Union Representative – Advance Notice of Work Site Visit/Meeting..... 6

Article 4 – Managements Rights 6

Article 5 – Seniority 7

5.01 Full Time Employees 7

5.02 Complex Employees 7

(a) Complex Employees – Seniority Date 7

(b) Complex Employees – Layoff/Bumping 7

(c) Complex Employees – Seniority Contract Provisions 7

5.03 Part Time/Casual/Term/Seasonal Employees..... 7

(a) Part Time/Casual/Term/Seasonal Employees – Exercising of Seniority..... 7

(b) Part Time/Casual/Term/Seasonal Employees – Seniority 7

(c) Part Time/Casual/Term/Seasonal Employees – Seniority Hours After July 1, 1991. 7

(d) Part Time/Casual/Term/Seasonal Employees – Complex Seniority 7

(e) Part Time/Casual/Term/Seasonal Employees – Allocating Work by Seniority..... 7

5.04 Airport Employees 8

5.05 Seniority List 8

(a) Service Seniority List – Full Time Employee..... 8

(b) Accumulated Hours - Part Time/Casual/Term/Seasonal Employees..... 8

5.06 Loss of Seniority 8

5.07 Student Employees..... 9

Article 6 – Appointments, Promotions, Transfers, Vacancies and Dismissals..... 9

6.01 Appointments 9

(a) In Awarding Positions..... 9

(b) Time Period..... 9

(c) Probationary Period 9

6.02 Layoffs 9

(a) Advance Notice of Layoff..... 9

(b) Benefits During Layoff..... 10

6.03 Recall Following Layoff 10

6.04 Vacancies..... 10

(a) Postings 10

(b) Posting Vacancies – Assignment Exceeding 4 Weeks 10

ARTICLE DESCRIPTION

PAGE

(c)	Assignment of Work – Less than 4 Weeks	11
(d)	Postings –Union Bulletin Boards.....	11
(e)	Absent Employee – Considered for Posting	11
(f)	Posting of Spring Municipal Services Labourer Positions	11
(g)	Concurrently Advertised Vacancies.....	11
6.05	Term Assignments	11
6.06	Notification of Awarding of Position.....	11
6.07	Successful Applicant Options.....	11
(a)	Familiarization Period	11
(b)	Reverting Prior to end of Familiarization Period	11
6.08	Long Term Disability – Right to Bump.....	12
6.09	Advancement from Aquatic Staff I to Aquatic Staff II	12
6.10	RCMP Guards/Matrons.....	12
Article 7 – Hours of Work		12
7.01	Scheduling	12
7.02	Rest Periods.....	12
7.03	48 Hour Notice of Shift Change/24 Hour Notice – October to March	12
7.04	Lunch Period	13
7.05	Working Through Lunch Period	13
7.06	No Pay Loss Due to Shift Change	13
7.07	Minimum Hours off Between Shifts – Recreation Services Staff.....	13
7.08	Specific to RCMP Guard/Matrons.....	13
Article 8 – Overtime		14
8.01	Outside Employees	14
8.02	Inside Employees – Except for Aquatic Staff	14
8.03	Meal Provision – Excess of 10 Hours	14
8.04	Call In	14
8.05	Allotment of Overtime	15
8.06	Overtime Payout/Time Off	15
8.07	Part Time and Casual Employees.....	15
8.08	Local State of Emergency.....	15
8.09	Specific to RCMP – Watch Clerks	16
8.10	Specific to Fire Hall Employees.....	16
8.11	Specific to Complex Employees.....	16
8.12	Specific to RCMP – Guards/Matrons	16
Article 9 - Vacations		17
9.01	Pro-Rata Basis – Less Than One Year	17
9.02	Vacation Entitlement.....	17
9.03	No Vacation Accrual for Non-Medical Leave of Absence or Layoff	17
9.04	Vacation Schedules	17
9.05	Vacation – Movement to Other Department	18

<u>ARTICLE DESCRIPTION</u>	<u>PAGE</u>
9.06 Part Time/Casual/Term/Seasonal Employees – Article 16.02 (b)	18
9.07 Vacation Entitlement – Seniority Date	18
9.08 Employee leaves the Employ of the City.....	18
9.09 Vacation Conversion of Watch Clerks.....	18
9.10 Vacation Conversion of Guards/Matrons	18
9.11 Vacation Scheduling for the Parks Division.....	19
Article 10 Statutory Holidays	19
10.01 Observed Holidays	19
10.02 Rate of Pay for Statutory Holidays	19
10.03 Statutory Holiday Falling on Regular Day of Rest	19
10.04 Statutory Holiday Falling during Annual Vacation	19
10.05 Newly Declared Statutory Holiday	19
10.06 Part Time/Casual/Seasonal/Term Employees Not Eligible	20
10.07 Facility Maintenance Employees.....	20
10.08 RCMP Guards/Matrons Full Time	20
Article 11 – Health And Welfare	20
11.01 Outline of Coverage	20
11.02 B.C. Medical Coverage	21
11.03 Premiums Borne by City	21
11.04 Reimbursement of Doctor’s Fees	21
11.05 Delays in Receipt from Insurance Carrier	21
11.06 Employees Premium – 100% to Weekly Indemnity	22
11.07 Underwriters Terms and Limitations	22
11.08 Qualifications for Benefits.....	22
(a) Part Time/Casual/Seasonal and Term Employees – Qualifications for Benefits....	22
(b) Become Ineligible – Reconsidered Again Pursuant to Article 11.09(a)	22
(c) New Employees in Term Assignments.....	22
Article 12 – Paid Leave	22
12.01 Travel for Medical Treatment	22
12.02 Medical Complications of Pregnancy	22
12.03 Sick Days	23
12.04 Paid Leave	23
Article 13 – Jury Duty	23
13.01 Jury Duty Granted in Accordance With Employment Standards Act	23
13.02 Jury Pay	23
13.03 Subpoena as a Witness	24

ARTICLE DESCRIPTION

PAGE

Article 14 – Bereavement Leave 24

14.01 Family Member Death - Leave 24

14.02 Mourner/Pallbearer - Leave 24

14.03 Bereavement during Vacation Leave 24

Article 15 – Leave of Absence 24

15.01 Unpaid Leave..... 24

15.02 Pregnancy/Parental/Adoption Leaves 25

15.03 Union Business Leave 25

Article 16 Rates of Pay 25

16.01 Pay Day 25

16.02 Rate of Pay..... 25

(a) Rates of Pay Outlined in Schedule “A” 25

(b) Part Time/Casual/Seasonal and Term Employees – 15% in Lieu 25

(c) Part Time/Casual/Seasonal and Term Employees – Previously Qualified for
Municipal Pension Plan 25

(d) Part Time/Casual/Seasonal and Term Employees - Who Become Eligible to
Enroll in the Municipal Pension Plan 25

16.03 Wage Rate for New Jobs or Classifications to be Negotiated 25

16.04 Rates for Appointment to Higher/Lower Positions 25

16.05 Other Rates..... 26

(a) Lead Hand Rate 26

(b) Working Foreman Rate..... 26

(c) Deputy Fire Chief Rate..... 26

(d) Level I First Aide Certification..... 26

(e) Approving Officer 26

16.06 Applicable Rate of Pay 26

16.07 Holiday Standby 26

16.08 SCADA/Municipal Services/Recreation Services/Protective Services Standby 27

Article 17 – Grievance Procédure 27

17.01 What is a Grievance 27

17.02 Employee Rights under Provincial Labour Statutes 27

17.03 Steps of Grievance Procedure 27

17.04 Reinstatement of Employee 28

17.05 Dispute Arising from Employee’s Suspension or Termination 28

17.06 Aggrieved Employee Authorization to Union to Access File 28

Article 18 – Arbitration 28

18.01 Notice and Naming of Arbitrator 28

18.02 Selection of Arbitrator 29

<u>ARTICLE DESCRIPTION</u>		<u>PAGE</u>
18.03	Procedure	29
18.04	Restrictions on the Arbitrator	29
18.05	Costs	29
18.06	Amending the Time Limits	29
18.07	Witnesses	29
18.08	Employee Protection	29
Article 19 – Technological Change, Retraining and Severance		30
19.01	New Equipment – Job Posting Procedure	30
19.02	Notification of Introduction of New Equipment	30
19.03	Retraining for Employees – Loss of Jobs to Automation	30
19.04	Termination of Employment – Technological Change	30
Article 20 – Tool Insurance		31
20.01	Insuring of Tools	31
20.02	Reimbursement of Damaged/Broken Tools	32
Article 21 – Work Clothes		32
21.01	Coveralls, Rain Gear, Rubber Boots & Gloves	32
21.02	Winter Gloves – Outside Workers	32
21.03	Safety Equipment	32
21.04	Responsibility for Safety Equipment	32
21.05	Provisions of Uniforms	32
21.06	Swim Suit Allowance	33
21.07	Work Boot Allowance	33
Article 22 – Sub – Contracting		33
22.01	Bargaining Unit Work	33
22.02	Contracting Out – No Loss of Employment	33
22.03	Notification to Union of Contracting Out.....	33
Article 23 – Positions Excluded From Agreement		34
23.01	Positions Excluded from the Union	34
Article 24 – Shift Differential		34
24.01	Shift Differential	34
(a)	Rates for Shifts Between 3:00 p.m. and 3:50 a.m.	34
(b)	Rate for Shifts – Saturday and Sunday	34
Article 25 – No Other Agreement		34
25.01	Agreements.....	34

<u>ARTICLE DESCRIPTION</u>	<u>PAGE</u>
Article 26 – No Strikes or Lockouts	35
26.01 Legal Strike as defined by the Labour Relations Code of British Columbia or Canada Labour Code.....	35
Article 27 – Reclassification & Rate Changes	35
27.01 Labour/Management Liaison Committee	35
27.02 Reclassification Request in Writing & Response	35
27.03 Lower Rate.....	35
27.04 Job Re-evaluation through Attrition.....	35
 Article 28 – Workers’ Compensation	35
 Article 29 – Sexual And Other Workplace Harassment	36
 Article 30 – No Discrimination	36
 Article 31 – Career Development and Training	36
31.01 Criteria.....	36
31.02 Remuneration - Course Fees and Wage Payments	36
31.03 Training Opportunities.....	37
 Article 32 – Discipline	37
32.01 Union Assistance	37
32.02 Discharge Procedure	37
32.03 Clearing of Records	38
32.04 Access to File	38
32.05 Notification	38
32.06 Failing to Grieve	38
 Article 33 – Medical Examination Expense	39
 Article 34 – Pay Equity	39
 Article 35 – Job Descriptions	39
 Article 36 – City Building Services	39

ARTICLE DESCRIPTION

PAGE

Article 37 – Custodial Services 39

Collective Agreement – Signature Page..... 40

Memorandum of Understanding 19-01 41

Memorandum of Understanding 19-02 43

Memorandum of Understanding 19-03 44

Memorandum of Understanding 19-04 45

Memorandum of Understanding 19-05 46

Memorandum of Understanding 19-06..... 47

Memorandum of Understanding 19-07..... 48

Memorandum of Understanding 19-08..... 49

Schedule “A” Rates of Pay 50

Schedule “B” Hours of Work..... 53

AGREEMENT

THIS AGREEMENT entered into this **1st day of July 2019**.

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

OF THE FIRST PART

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

PREAMBLE

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

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

Transition/Adjustment Plan

1. " If the employer introduces or intends to introduce a measure, policy, practice or significant change that affects the terms, conditions or security of employment of a significant number of employees to whom a collective agreement applies, the employer and union must meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting any of the following:
 - (a) consideration of alternatives to the proposed measure, policy, practice, or change, including amendment of provisions in the collective agreement;
 - (b) human resource planning and employee counselling and retraining;
 - (c) notice of termination;
 - (d) severance pay
 - (e) entitlement to pension and other benefits including early retirement benefits;
 - (f) a bipartite process for overseeing the implementation of the adjustment plan.

2. If, after meeting in accordance with subsection (1), the parties have agreed to an adjustment plan, it is enforceable as if it were part of the collective agreement between the Employer and the Union.

3. The Employer and the Union will meet semi-annually to discuss the current outlook for the organization.

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

ARTICLE 1 – DURATION OF AGREEMENT

This Collective Agreement shall be in full force and effect from and including July 1, 2019 to and including June 30, 2024 and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Collective Agreement within four (4) months immediately preceding, July 1, 2019 or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of this Collective Agreement.

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

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

ARTICLE 2 - DEFINITIONS

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

“**Employee Status:**” as listed below:

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

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

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

Casual positions will be flexible. Employees in casual positions may be required to work in other City departments, should they be qualified to undertake such work. Department heads will work cooperatively to provide additional hours to Casual staff depending on operational requirements. If and when possible, department heads will work together to provide cross training when necessary.

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

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

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

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

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

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

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

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

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

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

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

- 2.08 **“Deputy Fire Chief”** shall be appointed to the position without posting and the employee will receive an additional rate of pay for the duration of their appointment. If no employee wishes to fulfill the Deputy Fire Chief position, or the City does not feel there is a suitable candidate, the City is under no obligation to fill the position.
- 2.09 **“Working Foreman”** shall be defined as an employee working under the direction of a Manager with certain authorities and responsibilities to direct and coordinate the work of one (1) or more co-employees. An employee may only be appointed as a Working Foreman at the sole discretion of the Employer. It is understood that no bargaining unit member will be responsible for disciplining, hiring, firing or evaluating the performance of another bargaining unit member.
- 2.10 **“Layoff”** is the reduction of a full time, part time or seasonal employee’s regular hours of work or a reduction in the work force, but does not include the splitting of a job by mutual agreement between the City and the Union, so as to create two jobs. Employees’ who are working as a student, casual or term employee do not receive a layoff notice.
- 2.11 **“Employee”** shall have the same meaning as defined in the Labour Relations Code of British Columbia and be listed in Schedule A of this Agreement.
- 2.12 **“Probationary Period”** shall be a period of sixty (60) days worked for the purpose of determining the suitability of a new hire. The probationary period may be extended by written mutual agreement with the Employer and the Union.
- 2.13 **“Singular/Masculine”** whenever the “singular” or “masculine” is used herein, the same shall be construed as meaning the “plural”, “feminine” where the context of the parties hereto requires.
- 2.14 **“Spouse”** shall be a person with whom the employee has a marital or common law status.
- 2.15 **“Work Week”** is between “midnight” on Friday night and “eleven fifty-nine (11:59) pm on the succeeding Friday night, for purposes of calculating payment of wages under the Collective Agreement unless otherwise specifically defined in the Collective Agreement.
- 2.16 **“Seniority”** shall mean the accumulated length of service in the Bargaining Unit.
- 2.17 For the purpose of this Agreement **“Management”** shall be defined as Chief Administrative Officer, Directors', Managers', and other persons that may be appointed by the Council of the City of Williams Lake as Department Heads from time to time, and identified as such to the Union office upon such appointment.

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

- 1 Corporate Administrative Department:
- 2 Development Services Department:
- 3 Community Services Department
- 4 Financial Services Department
- 5 Protective Services Department
- 6 Municipal Services Department

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

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

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

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

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

2.23 RCMP – Relief Positions

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

ARTICLE 3 – UNION SECURITY

3.01 Union Membership

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

3.02 Union Fees and Dues

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

3.03 Advise New Employees

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

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

3.04 Attendance of a Shop Steward

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

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

3.05 Posting of Union Business

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

3.06 Union Representative – Advance Notice of Worksite Visit/Meeting

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

ARTICLE 4 -MANAGEMENTS RIGHTS

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

ARTICLE 5 - SENIORITY

5.01 Full Time Employees:

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

If a fulltime employee moves or reverts back into a Part Time, Casual or, Seasonal position, their seniority will be calculated per Article 5.03. In the event that a former Full Time employee returns to Full Time work then the original full time seniority date shall be reinstated.

5.02 Complex Employees:

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

5.03 Part Time/ Casual /Term/Seasonal Employees:

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

5.04 Airport Employees:

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

5.05 Seniority List:

The City shall maintain:

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

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

5.06 Loss of Seniority

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

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

5.07 Student Employees:

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

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

6.01 Appointments:

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

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

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

6.02 Layoffs:

(a) Advance Notice of Layoff

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

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

There are instances when an employee is awarded a position on a without prejudice and precedent basis because they do not meet the qualifications. Until they meet all of the qualifications, they will not be able to exercise their bumping rights into a position that they are not fully qualified for, regardless of seniority.

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

(b) Benefits During Layoff

A laid off employee who qualified for and was on benefits at the time of being laid off, may continue their medical insurance and benefit coverage as established by the current benefit package up to six (6) months, so long as the insurance carrier approves coverage. This extension of benefits would not include disability insurance. The employee will be responsible to deliver to the Finance Department a bi-weekly post-dated cheque for one hundred percent (100%) of the total coverage (this includes both the Employer and Employee premiums).

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

6.03 Recall Following Layoff

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

6.04 Vacancies

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

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

6.05 Term Assignments

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

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

6.06 Notification of Awarding of Position

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

6.07 Successful Applicant Options

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

6.08 Long Term Disability – Right to Bump

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

6.09 Advancement from Aquatic Staff I to Aquatic Staff II

Automatic advancement for Aquatic Staff I to Aquatic Staff II shall be based on completion of qualifications as outlined in the Job Description for the Aquatic Staff II classification.

6.10 RCMP Guards/Matrons

The Guards and Matrons employment group will be firewalled from applying or bumping into any other Union positions at the City of Williams Lake. They will be a standalone department.

ARTICLE 7 -HOURS OF WORK

7.01 Scheduling

Refer to Schedule "B"

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

7.02 Rest Periods

All employees shall be allowed a fifteen (15) minute rest period approximately midway in each half shift up to ten (10) consecutive hours worked, then, over ten (10) consecutive hours worked the employees shall be granted an additional 15 minute break midway through the balance of their shift. All shifts greater than 3.5 hours up to 6 hours are entitled to one fifteen (15) minute rest period.

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

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

7.04 Lunch Period

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

RCMP Watch Clerks will be entitled to one fifteen (15) minute break and one (1) hour lunch period which would include the two (2) additional fifteen (15) minute breaks that they would have been entitled to if they chose to only take a thirty (30) minute lunch period.

7.05 Working through Lunch Period

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

7.06 No Pay Loss Due to Shift Change

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

7.07 Minimum Hours off Between Shifts - Recreational Service Staff

For full time Recreation Services staff there shall be a minimum of 12 consecutive hours off between shifts. It is understood, however, that the foregoing may be waived if both the Employer and the Employee mutually agree to change the employee's shift or commencement time.

7.08 Specific to RCMP Guards/Matrons

The hours of work shall be a day shift of one employee working 6:45 a.m. to 6:45 p.m. with the second employee working 7:00 a.m. to 7:00 p.m. and a night shift of one employee working 6:45 p.m. to 6:45 a.m. with the second employee working 7:00 p.m. to 7:00 a.m. four (4) on and (4) off.

Employees working the eleven (11) hour rotating shift will be scheduled 178 shifts per year to a maximum of 1950 hours.

An employee's shift schedule will be a rotation between day shift and night shift of four days on and four days off.

The eleven (11) hour rotating shift schedule will be posted and deemed part of the Collective Agreement. Any changes to the schedule will be made in accordance with the notice requirements of Article 7.03.

Each employee will receive a copy of the annual shift schedule in January of each year. This will consist of the Watch Ladder which is subject to change, the shifts will be clearly designated, the employee names will be attached to the shift schedule as the current scheduling takes place.

To ensure the health, safety and welfare of shift employees, they will not normally work more than 12 hours on a continuous shift. Only in an extreme emergency or when waiting for a relief employee, for minimum coverage, will an employee work more than 12 hours. Under emergency situations and as other job related issues may occur the casual employee may be required to work a split shift, this will not exceed eleven (11) hours in duration.

Meal Breaks and Rest Periods:

Two (2) unpaid meal breaks of thirty (30) minutes will be provided during the shift, the first of which is to be taken prior to the 5th hour of the shift, and the second prior to the 10th hour of the shift.

In addition, two (2) paid rest periods of fifteen (15) minutes will also be provided, the first to be taken midway between the start of the shift and the first meal break, the second to be taken midway between the two meal breaks, or as otherwise approved by the employer.

The employee is required to respond to critical and emergency situations that may arise during the shift. The employee would then take the break or rest period at a convenient time later in the shift.

ARTICLE 8 – OVERTIME

8.01 Outside Employees

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

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

8.02 Inside Employees – Except Aquatic Staff

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

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

8.03 Meal Provision – Excess of Ten Hours

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

8.04 Call In

An employee who is called in and who commences work as requested thereafter, shall receive a minimum of two (2) hours of pay at the rate of double (2X) his/ her straight time hourly rate if work is commenced. If work is commenced, an employee shall be considered as being on call and available for work for a three (3) hour period without further pay. A phone call does not qualify as Call In.

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

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

8.05 Allotment of Overtime

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

Attendance at all after hour meetings scheduled during a regular work week shall be paid the rate of time and one-half the regular rate for the time worked. Should you work over three hours, you will be paid double time the regular rate thereafter. An example would be an employee scheduled to attend a Council meeting or other after hour meeting.

8.06 Overtime Payout/ Time Off

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

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

8.07 Part Time and Casual Employees

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

8.08 Local State of Emergency

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

8.09 Specific to RCMP – Watch Clerks

RCMP - Watch Clerk employees will be paid overtime as follows, provided overtime is authorized. All work, in excess of 10.69 hours per day shall be considered overtime and shall be paid at the rate of time and one-half (1.5) the regular rate up to twelve (12) hours and double (2) time the regular rate thereafter. All work performed on regular days off shall be paid at overtime rates of time and one-half (1.5) for the first twelve (12) hours and double (2) time thereafter.

8.10 Specific to Fire Hall Employees

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

8.11 Specific to Complex Employees

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

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

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

8.12 Specific to RCMP – Guards/Matrons

RCMP – Guard/Matron employees will be paid overtime as follows, provided overtime is authorized. All work, in excess of eleven hours (11 hours) per day shall be considered overtime and shall be paid at the rate of time and one-half (1.5) the regular rate up to twelve (12) hours and double (2) time the regular rate thereafter. All work performed on regular days off shall be paid at overtime rates of time and one-half (1.5) for the first twelve hours and double (2) time thereafter.

ARTICLE 9 - VACATIONS

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

9.01 Pro-Rata Basis – Less than One Year

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

9.02 Vacation Entitlement

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

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

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

There will be no vacation accrual while on Long Term Disability.

If an employee uses over eight weeks of Short Term Disability, vacation will be pro-rated for the next year.

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

9.04 Vacation Schedules

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

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

9.05 Vacation – Movement to Other Department

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

9.06 Part Time/ Casual/ Term/ Seasonal Employees

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

Seasonal employees that work less than 1440 hours in a calendar year and that qualify for benefits will have their vacation calculated on a prorated basis, based on the hours worked in the previous year. Vacation will not be granted for the months of July and August.

9.07 Vacation Entitlement - Seniority Date

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

9.08 Employee Leaves the Employ of the City

If an employee has taken holidays prior to his/ her actual anniversary date of hire and subsequently leaves the employ of the City, his/ her final pay cheque will be adjusted to reflect the portion of holidays taken but not earned. When an employee dies, the employee's estate shall be credited with the value of vacation credits owing to the employee at the time of death. When employment is terminated, by the Employer or the Employee, all vacation (basic & additional) will be pro-rated. The only amount that will not be pro-rated is any roll-over from the previous year that may have not been used. Medical travel and sick leave will also be pro-rated. If the employee has used more vacation than the pro-rated entitlement, they will be required to reimburse the City of Williams Lake.

9.09 Vacation Conversion of Watch Clerks

All vacations shall be calculated and paid in hours to ensure all employees working the 10.69 hour rotating shift shall receive the equivalent of benefits as otherwise provided to employees working the "normal work day" and the "standard work week." For example: Three (3) weeks' vacation under the collective agreement is equal to 112.5 hours or 10.52 shifts of 10.69 hours.

9.10 Vacation Conversion of Guards/Matrons

All vacations shall be calculated and paid in hours to ensure all employees working the eleven (11) hour rotating shift shall receive the equivalent of benefits as otherwise provided to employees working the "normal work day" and the "standard work week". For example: Three (3) weeks' vacation under the collective agreement is equal to 112.5 hours or 10.23 shifts of eleven (11) hours.

9.11 Vacation Scheduling for the Parks Division

All employees within the parks division will only be permitted to take a maximum of three (3) consecutive weeks off at any given time between June 1st and September 30th. Any vacation taken will require the employee to return to work for the exact same amount of working days that they were approved to be off for; for example,

- o one (1) week of vacation requires the employee to be back at work for one (1) week of working days prior to taking any other type of leave.
- o two (2) weeks of vacation requires the employee to be back at work for two (2) weeks of working days prior to taking any other type of leave.
- o three (3) weeks of vacation requires the employee to be back at work for three (3) weeks of working days prior to taking any other type of leave.

If the employee take's any type of leave, sick for example, that day will not be considered in the amount of days required for the employee to be working prior to another leave and will affect the next vacation period.

ARTICLE 10 - STATUTORY HOLIDAYS

10.01 Observed Holidays

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

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

10.02 Rate of Pay for Statutory Holidays

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

10.03 Statutory Holiday Falling on Regular Day of Rest

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

10.04 Statutory Holiday Falling during Annual Vacation

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

10.05 Newly Declared Holiday

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

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

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

10.07 Facility Maintenance Employees

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

10.08 RCMP Guards/Matrons Full Time

Statutory Holidays shall be calculated and paid in hours. As such, employees shall be paid seven and one half (7.5) hours at their regular rate of pay for time not worked for each of the twelve (12) statutory holidays listed.

When an employee works on a Statutory Holiday, he/she shall be paid one and one half (1 ½) time for all hours of their shift that fall on that calendar day, in addition to their regular Statutory Holiday pay as outlined above. (see Collective Agreement Article 10.02)

In the event a Statutory Holiday falls on an employee's regular day of rest, he/ she will be granted another day of 7.5 hours off in lieu at a mutually agreeable time.

ARTICLE 11 - HEALTH AND WELFARE

11.01 Outline of Coverage

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

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

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

Weekly Indemnity - 66 2/3% of weekly earnings to a maximum of \$562.00 per week based upon a 1-4-26 plan, non taxable and premiums to be borne by the employees;

Long Term Disability - 66 2/3% of monthly salary to age 65 years with a 2 year own occupation clause. Monthly maximum benefit will be \$2,500.

Extended Health Benefits –

Generic Pay Direct Prescription Card

Chiropractor/Registered Massage Therapist/Physiotherapist Combined \$800.00 max per year

Psychologists/Social Workers/Registered Clinical Counsellors \$500 (combined for all 3) per year maximum

Naturopath \$200.00 per year maximum

Acupuncturist \$100.00 per year maximum

Podiatrist \$200.00 per year maximum

Speech Therapist \$100.00 per year maximum

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

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

Vision Care – The maximum coverage for eyeglasses, laser surgery or contact lenses shall be \$400.00 in a twenty-four month period.

Hearing Aids - Maximum of \$1000.00 in any three (3) year period.

11.02 BC Medical Coverage

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

11.03 Premiums Borne by City

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

11.04 Reimbursement of Doctor's Fees

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

11.05 Delays in Receipt from Insurance Carrier

The Employer shall pay Weekly Indemnity claims as incurred and recover this cost from the employee when the Underwriter issues claims cheques. The employee will be liable for repayment to the Employer and if the claim is not accepted, the employee must commence repayment immediately from notice of refusal of the claim by the Underwriter.

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

11.06 Employees Premium – 100% to Weekly Indemnity

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

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

11.07 Underwriters Terms and Limitations

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

11.08 Qualifications for Benefits

- (a) Part Time, Casual, Seasonal and Term (up to 18 months) Employees may qualify for vacation, statutory holiday and health and welfare benefits upon completion of 1500 hours in a calendar year and must maintain a minimum work week of 30 hours per week averaged over subsequent 3 month periods to qualify for such continued benefits.
- (b) If an employee who qualified for benefits under Article 11.08 (a) subsequently becomes ineligible to remain on such benefits, the employee may be reconsidered for benefits in accordance with Article 11.08 (a).
- (c) New employees in term assignments will qualify for in lieu of benefits until they hold a full time position.

ARTICLE 12 - PAID LEAVE

12.01 Travel for Medical Treatment

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

Medical Travel days will be pro-rated for Seasonal, Part Time, and Casual employees that have become eligible for benefits. The calculation will be based of the previous year's hours worked.

12.02 Medical Complications of Pregnancy

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

12.03 Sick Days

- (a) Employees who qualify for benefits shall be granted nine (9) sick days per calendar year, upon the completion of their probationary period payable upon the first day of absence for days not qualified for weekly indemnity. Employees may utilize their sick days to care for sick family members who reside on the same premises. Sick days will be prorated for Seasonal, Part Time, and Casual employees that have become eligible for benefits. The calculations will be based of the previous year's hours worked.
- (b) Employees may carry over a maximum of four (4) sick days, non-accumulative. If six (6) sick days remain in a year, employees shall carry over 4 days into their carry over sick bank and receive two (2) super days. Any super days shall be added to the vacation allotment form. Super day picks will take precedent over seniority based vacation for the year. Super days shall not be taken by seniority only on a first come basis.
- (c) The Employer shall have the right to require and the employee must supply a doctor's certificate on request, to support a claim prior to any payment of sick leave credit.
- (d) Employees who qualify for benefits, requesting time off for bona fide medical examination, dental appointment, or paramedical appointment as defined in the employee benefit package will be entitled to time off to take such appointments where appointments cannot be reasonably scheduled outside of regular working hours. Time off with pay shall be firstly deducted from sick days, vacation, accumulated overtime in one (1) hour increments. If the employee has used all of their paid leave, they can put a special request for approval into their manager to use unpaid leave.

12.04 Paid Leave

One day paid parental leave for the birth of child.

ARTICLE 13 - JURY DUTY

13.01 Jury Duty Granted in Accordance With Employment Standards Act

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

13.02 Jury Pay

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

13.03 Subpoenas as a Witness

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

ARTICLE 14 - BEREAVEMENT LEAVE

14.01 Family Member Death - Leave

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

14.02 Mourner/ Pallbearer - Leave

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

14.03 Bereavement during Vacation Leave

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

ARTICLE 15 - LEAVE OF ABSENCE

15.01 Unpaid Leave

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

15.02 Pregnancy/ Parental/ Adoption Leaves

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

15.03 Union Business Leave

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

ARTICLE 16 - RATES OF PAY

16.01 Pay Day

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

16.02 Rates of Pay

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

16.03 Wage Rate for New Jobs or Classifications to be negotiated

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

16.04 Rates for Appointment to Higher/ Lower Positions

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

16.05 Other Rates of Pay

(a) **Lead Hand Rate**

Employees appointed as "Lead Hand" shall receive the rate of pay of an additional one dollar and fifty cents (\$1.50) per hour for the duration of their appointment.

Specific to Corporate Services: When the Corporate Officer is absent for four (4) days or less, the Corporate Services Records Management Coordinator will be paid an additional \$1.50 per hour (lead hand rate).

(b) **Working Foreman Rate**

Employees appointed as Working Foreman shall receive the rate of pay of an additional three (\$3.00) per hour for the duration of their appointment.

Specific to Corporate Services: When the Corporate Officer and Deputy Corporate Officer are both absent for five (5) consecutive days or more then the Corporate Services Records Management Coordinator will be paid an additional \$3.00 per hour (foreman rate).

(c) **Deputy Fire Chief Rate**

Employees appointed as Deputy Fire Chief shall receive the rate of pay of an additional \$3.85 per hour for the duration of their appointment.

(d) **BC Level I First Aide Certification**

As decided by the Employer, employees required to hold a valid BC Level I First Aid Certification (For the Workplace) that is not included in their job description will receive an additional ten cents (\$.10) per hour worked.

(e) **Approving Officer**

In the absence of the City's Approving Officer, a union employee may be temporarily appointed as an interim Deputy Approving Officer and shall receive a premium of \$4.00 per hour worked.

16.06 Applicable Rate of Pay

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

16.07 Holiday Standby

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

16.08 SCADA/Municipal Services/ Recreation Services/ Protective Services/Airport Standby

For those employees required to assume after hours Municipal Services, Recreation Services, Protective Services or SCADA (Supervisory Control & Data Acquisition) standby, the standby period will be from Thursday at 4:30 p.m. to the following Thursday at 8:00 a.m. and the employee will be paid at a rate of \$450 per week with an additional \$175 for each statutory holiday set out in Article 10.01. All banked payments will be paid out at December 31, of each year, to a bank account of the employee's choice. Banked standby cannot be taken as time off.

ARTICLE 17 - GRIEVANCE PROCEDURE

17.01 What is a Grievance

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

17.02 Employee Rights under Provincial Labour Statutes

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

17.03 Steps of Grievance Procedure

The steps of the grievance procedure shall be as follows:

- Step 1: The grievor must present a grievance at Step 1 within seven (7) working days following the event giving rise to such grievance. In the first step of the grievance procedure, every effort shall be made to settle the dispute with the direct supervisor. The aggrieved employee shall have the right to have his or her shop steward present at such a discussion.
- Step 2: If the dispute is not resolved at Step 1, the aggrieved employee or Union may submit a written grievance through the Union shop steward to Step 2 of the grievance procedure, within seven (7) working days after the date on which they were notified orally or in writing of the supervisor's decision at Step 1. An employee who wishes to present a grievance at Step 2 of the grievance procedure must do so, in writing. The grievance shall be presented to the employee's Manager or Director. The parties shall meet with a view to resolving the grievance. The Manager or Director will give a written decision within seven (7) working days of such meeting.

Step 3: If the dispute is not resolved at Step 2 of the grievance procedure, the Union will, within seven (7) working days of the Manager or Director's written reply at Step 2, submit the issue in writing to the Director of Human Resources. The Union and Director of Human Resources will, within ten (10) working days, set a date to meet with a view to resolving the grievance. The meeting will be held within thirty (30) calendar days, and may be extended upon mutual agreement, in writing, by both parties. The aggrieved employee and/o their Manager/ Director may be present at this meeting. The Director of Human Resources will give a written reply within seven (7) working days of the meeting.

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

17.04 Reinstatement of Employee

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

17.05 Dispute Arising from Employee's Suspension or Termination

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

17.06 Aggrieved Employee Authorization to Union to Access File

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

ARTICLE 18 - ARBITRATION

18.01 Notice and Naming of Arbitrator

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

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

18.02 Selection of the Arbitrator

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

18.03 Procedure

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

18.04 Restrictions on the Arbitrator

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

18.05 Costs

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

18.06 Amending the Time Limits

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

18.07 Witnesses

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

18.08 Employee Protection

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

ARTICLE 19 - TECHNOLOGICAL CHANGE, RETRAINING AND SEVERANCE

19.01 New Equipment – Job Posting Procedure

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

19.02 Notification of Introduction of New Equipment

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

19.03 Retraining for Employees – Loss of Jobs to Automation

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

19.04 Termination of Employment – Technological Change

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

1. After 3 consecutive months of employment, the City becomes liable to pay an employee an amount equal to one week's wages as compensation of length of service.
2. The City's liability for compensation for length of service increases as follows:
 - (a) after 12 consecutive months of employment, to an amount equal to 2 weeks' wages
 - (b) after 3 consecutive years of employment, to an amount equal to 3 weeks' wages plus one additional weeks' wages for each additional year of employment, to a maximum of 8 weeks' wages.
3. The liability is deemed to be discharged if the employee
 - (a) is given written notice of termination as follows:
 - (i) one week's notice after 3 consecutive months of employment;
 - (ii) 2 week's notice after 12 consecutive months of employment;

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

As the City becomes aware of any technological/regulatory changes, the City shall notify the Union of the proposed change with as much time as possible but not less than three (3) months. The City agrees to consult with the Union regarding the effect of the change on the employees affected by the change and negotiate any change. If the change requires new or greater skills than are required by affected employees under the present method of operations, such employees shall, at the expense of the City, be given a maximum period not to exceed three (3) months, which may be extended by mutual agreement in writing between the parties prior to the conclusion of the training period, during which they may perfect acquire the skills necessitated by the new methods of operation. Regulatory changes imposed on specific positions will not automatically qualify for a reclassification. If the employee is unsuccessful in obtaining the new requirements, they will be able to exercise their bumping rights.

ARTICLE 20 - TOOL INSURANCE

20.01 Insuring of Tools

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

- (a) A list being supplied by the mechanics listing each tool and its replacement cost,
- (b) The list of such tools so presented shall be subject to approval of the Employer for insurance purposes,

- (c) The list shall be updated by the 21st day of December in each year in order for the City's Insurance Policy to become effective as of January 1st, in each year,
- (d) The list of additional tools purchased during any year must be immediately given to the Employer for its approval for insurance purposes.

20.02 Reimbursement of Damaged/ Broken Tools

The City shall reimburse mechanics for tools damaged, broken, lost or stolen at work to a maximum of seven hundred and fifty dollars (\$750.00) per year per employee on the presentation of the receipt to the Employer. This includes new and lost tools but requires manager approval prior to purchase.

ARTICLE 21 - WORK CLOTHES

21.01 Coveralls, Rain Gear, Rubber Boots & Gloves Provision

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

21.02 Winter Gloves –Outside Workers

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

21.03 Safety Equipment

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

21.04 Responsibility of Safety Equipment

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

21.05 Provisions of Uniforms

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

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

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

21.06 Swim Suit Allowance

An allowance up to the amount of two hundred and twenty-five dollars (\$225.00) shall be paid to each full time Aquatic Staff on the first (1) pay period of each year for the purchase of swim suits and pool deck footwear. After thirty (30) calendar days, casual and part time aquatic staff will receive an allowance in the amount of one hundred and fifty dollars (\$150.00), and annually thereafter.

21.07 Work Boot Allowance

Each calendar year an allowance up to the amount of \$250.00 will be provided to each full time employee and part time and seasonal employees entitled to benefits under Article 11.08 for the purchase of required work gear. This allowance will be paid on submission of the original receipt. The reimbursement will be issued on a separate cheque.

ARTICLE 22 - SUB-CONTRACTING

22.01 Bargaining Unit Work

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

22.02 Contracting Out - No Loss of Employment

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

22.03 Notification to Union of Contracting Out

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

ARTICLE 23 - POSITIONS EXCLUDED FROM AGREEMENT

23.01 Positions Excluded from the Union

The following positions shall be excluded from the Union:

Chief Administrative Officer, Corporate Officer, Executive Assistant, Director of Human Resources, Economic Development Officer, Director of Protective Services, Chief Financial Officer, Manager of Finance, Manager of Planning & Development, Information Technology, Communications, Director of Community Services, Manager of Recreation, Director of Municipal Services, Manager of Public Works, Victim Services, Manager of RCMP Services

ARTICLE 24 - SHIFT DIFFERENTIAL

24.01 Shift Differential

Either (a) or (b) apply, not both:

- (a) Employees who work a shift between Monday and Friday commencing between the hours of 3:00 p.m. and 3:50 a.m. shall receive a \$0.95/ hour shift premium over their regular rate for all hours worked. When the majority of hours worked fall between 3:00 p.m. and 3:50 a.m., the employee shall receive the shift premium for all hours worked during the shift. Shift premiums shall apply to overtime hours worked in conjunction with a shift qualifying for shift premiums, but such premiums shall not be computed in the overtime rates. Shift premiums do not apply to call out hours.
- (b) All regularly scheduled employees required to work Saturdays and Sundays shall be paid a \$0.95/ hour weekend shift premium, for all straight time hours worked on a Saturday or Sunday.

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

ARTICLE 25 - NO OTHER AGREEMENT

25.01 Agreements

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

ARTICLE 26 - NO STRIKES OR LOCKOUTS

26.01 Legal Strike

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

ARTICLE 27 - RECLASSIFICATION & RATE CHANGES

27.01 Labour/ Management Liaison Committee

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

27.02 Reclassification Request in Writing and Response

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

27.03 Lower Rate

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

27.04 Job Re-evaluation through Attrition

Through attrition every Union position will be re-evaluated, updated, and reclassified if required. This will be a key responsibility of the Labour/Management Liaison Committee.

ARTICLE 28 - WORKERS' COMPENSATION

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

ARTICLE 29 - SEXUAL AND OTHER WORKPLACE HARASSMENT

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

ARTICLE 30 - NO DISCRIMINATION

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

ARTICLE 31 - CAREER DEVELOPMENT AND TRAINING

31.01 Criteria

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

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

31.02 Remuneration – Course Fees and Wage Payments

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

Employees may be required to continue their employment with the City in their current position for a pre-approved amount of time after reimbursement. Employees that do not comply with the agreed to amount of time after attendance at a training/ upgrading course, may be required to reimburse the City a percentage of the expenses paid associated with the course.

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

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

31.03 Training Opportunities

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

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

ARTICLE 32 - DISCIPLINE

32.01 Union Assistance:

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

32.02 Discharge Procedure:

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

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

32.03 Clearing of Records:

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

32.04 Access to File:

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

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

32.05 Notification:

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

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

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

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

32.06 Failing to Grieve:

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

ARTICLE 33 - MEDICAL EXAMINATION EXPENSE

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

ARTICLE 34 - PAY EQUITY

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

ARTICLE 35 - JOB DESCRIPTIONS

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

ARTICLE 36 – CITY BUILDING SERVICES

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

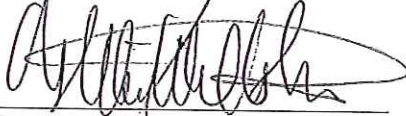
ARTICLE 37-CUSTODIAL SERVICES

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

SIGNED ON BEHALF OF THE
CITY OF WILLIAMS LAKE



Mayor

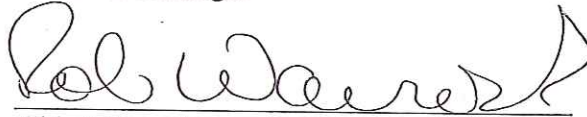


Director of Human Resources

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



Business Manager



Chief Shop Steward

MEMORANDUM OF UNDERSTANDING

19-01

BETWEEN:

CITY OF WILLIAMS LAKE

AND:

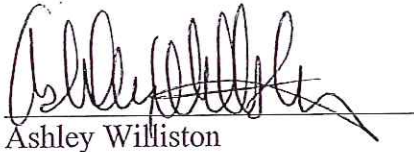
**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 882-B**

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

SIGNED this 22 day of May, 2019.

**SIGNED ON BEHALF OF THE
CITY OF WILLIAMS LAKE**

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



Ashley Williston
Director of Human Resources



Adrian David
Business Manager

**ATTACHMENT A
CORE SERVICES**

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

**MEMORANDUM OF UNDERSTANDING
19-02**

BETWEEN:

CITY OF WILLIAMS LAKE

AND:

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

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

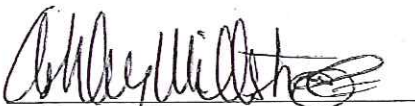
AND WHEREAS discussions took place at that meeting regarding Municipal Services positions that may be required to participate in Municipal Services standby;


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

SIGNED this 22 day of May 2019.

**SIGNED ON BEHALF OF THE
CITY OF WILLIAMS LAKE**

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


Ashley Williston
Director of Human Resources



Adrian David
Business Manager

**MEMORANDUM OF UNDERSTANDING
19-03**

BETWEEN:

CITY OF WILLIAMS LAKE

AND:

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

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

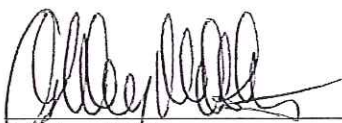
THE PARTIES HAVE AGREED that,

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

SIGNED this 22 day of May, 2019

**SIGNED ON BEHALF OF THE
CITY OF WILLIAMS LAKE**

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



Ashley Williston
Director of Human Resources



Adrian David
Business Manager

**MEMORANDUM OF UNDERSTANDING
19-04**

BETWEEN:

CITY OF WILLIAMS LAKE

AND:

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

WHEREAS the City of Williams Lake and the IUOE have had discussions in relation to changing the Facility Maintenance 3 & 4 job descriptions.

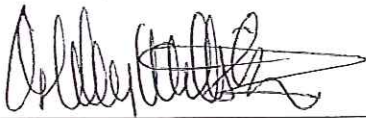
THE PARTIES HAVE AGREED that

- The Facility Maintenance 3 and Facility Maintenance 4 positions will now be required to participate as a member in the CMRC Maintenance On Call Rotation.
- The employees that are currently in these positions have been given the option to stay on call or opt out. All have chosen to stay on call. They will no longer have the option to opt out.
- However; if any of them decide to move out of the fire protection area, they will no longer be on call. But this would be the only circumstance.
- The requirement to be on the on call rotation is at the discretion of the City; therefore, even if the employees currently in these positions may not be required to be on call at the moment, they understand and have agreed that if in the future it is required, they will participate as a member in the CMRC Maintenance On Call Rotation.
- This agreement pertains to all FM3's and FM4's.

SIGNED this 22 day of May, 2019

**SIGNED ON BEHALF OF THE
CITY OF WILLIAMS LAKE**

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



Ashley Williston
Director of Human Resources



Adrian David
Business Manager

**MEMORANDUM OF UNDERSTANDING
19-05**

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

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

WHEREAS the City of Williams Lake and the IUOE have had discussions regarding MOU 16-04.
THE PARTIES HAVE AGREED that

Current language:

THE PARTIES HAVE AGREED that

- Parks Maintenance II will pair with Equipment Operator II to form one full time position;
- Parks Maintenance III will pair with Equipment Operator II to form one full time position;
- Irrigation and Service Person will pair with Equipment Operator II one full time position;
- The incumbents will be paid the applicable rate based on which position they are working in.

Changed to read:

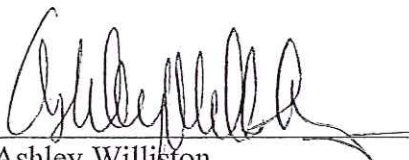
THE PARTIES HAVE AGREED that

- Parks Maintenance II will pair with Equipment Operator II to form one full time position;
- Parks Maintenance III will pair with Equipment Operator II to form one full time position;
- Irrigation and Service Person will pair with Equipment Operator II one full time position;
- The incumbents will be paid the applicable rate based on which position they are working in.
- A full time employee who is laid off may exercise his/her seniority firstly within the Division, secondly within the Department and thirdly Bargaining Unit wide, within five (5) working days, provided he/she has the qualifications to undertake such work within such other Department.
- The Core positions for Winter/Seasonal Streets Division include two Equipment Operator II positions and one Equipment Operator I position. This means that if a more senior employee exercises his/her bumping rights into the above positions but is only qualified as an Equipment Operator I, they will be eligible to exercise those rights and bump into one of the positions at the Equipment Operator I rate.

SIGNED this 22 day of May, 2019

**SIGNED ON BEHALF OF THE
CITY OF WILLIAMS LAKE**

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



Ashley Williston
Director of Human Resources



Adrian David
Business Manager

**MEMORANDUM OF UNDERSTANDING
19-06**

BETWEEN:

CITY OF WILLIAMS LAKE

AND:

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

WHEREAS the City of Williams Lake and the IUOE have been discussions regarding changing a position in the Core through attrition.

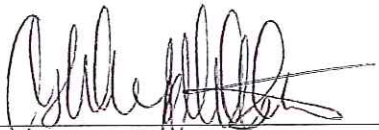
THE PARTIES HAVE AGREED that

- Through attrition, a Gardener position will replace one of the Core positions of equal value in the Parks division based on operations requirements.

SIGNED this 22 day of May, 2019.

**SIGNED ON BEHALF OF THE
CITY OF WILLIAMS LAKE**

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



Ashley Williston
Director of Human Resources



Adrian David
Business Manager

**MEMORANDUM OF UNDERSTANDING
19-07**

BETWEEN:

CITY OF WILLIAMS LAKE

AND:

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

WHEREAS the City of Williams Lake and the IUOE have had discussions regarding the Facility Maintenance Coordinator position.

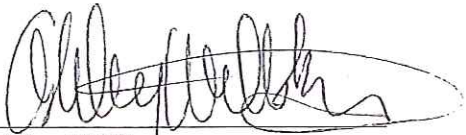
THE PARTIES HAVE AGREED that

- In error, the City has been paying the Facility Maintenance Coordinator the lead hand appointment rate in addition to the set hourly wage.
- The City and Union agree that the Facility Maintenance Coordinator should not receive the lead hand or foreman appointment rate as those duties are included in the job description and it is already set in the hourly wage for the position. This is also not consistent with how other City Coordinator positions are being compensated for the same type of work.
- The City and Union have agreed to discontinue paying the lead hand appointment rate and instead temporarily increased the Facility Maintenance Coordinator wage by one (1) dollar until the current incumbent leaves the position.
- At the time that the position is vacated by Garry Breck the wage for the position will decrease by one (1) dollar.

SIGNED this 22 day of May, 2019.

**SIGNED ON BEHALF OF THE
CITY OF WILLIAMS LAKE**

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



Ashley Williston
Director of Human Resources



Adrian David
Business Manager

**MEMORANDUM OF UNDERSTANDING
19-08**

BETWEEN:

CITY OF WILLIAMS LAKE

AND:

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

WHEREAS the City of Williams Lake and the IUOE have had discussions regarding the Legislative Services Assistant Coordinator position.

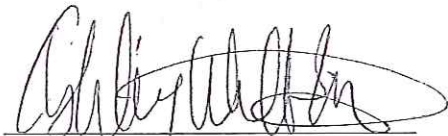
THE PARTIES HAVE AGREED that

- The position was posted as a temporary vacancy for one year to cover a leave of absence,
- There were no qualified internal applicants that applied
- The City is willing to award the position, on a without prejudice/precedent basis, to the senior employee that applied internally only a temporary basis because she does not meet the qualifications.

SIGNED this 22 day of May, 2019.

**SIGNED ON BEHALF OF THE
CITY OF WILLIAMS LAKE**

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



Ashley Williston
Director of Human Resources



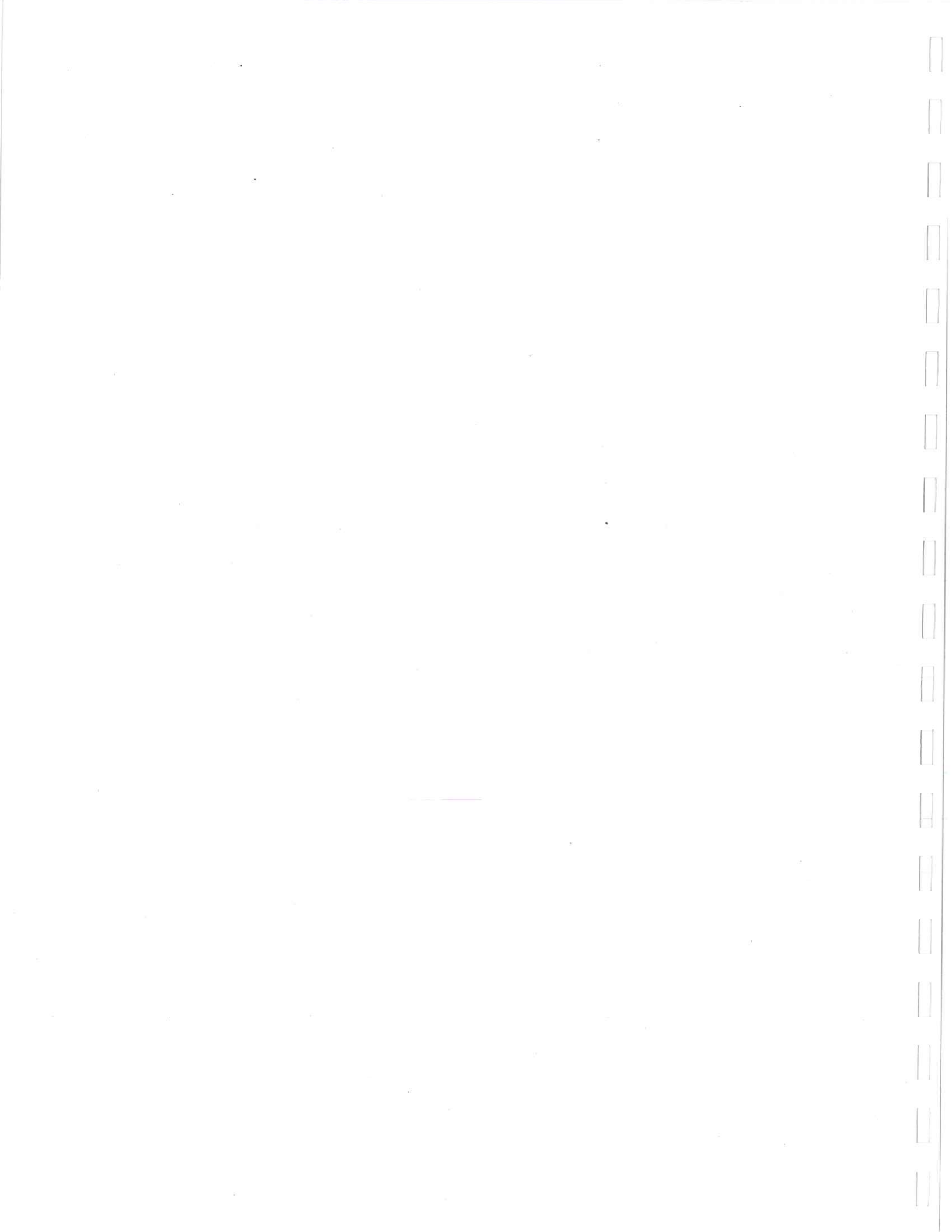
Adrian David
Business Manager

SCHEDULE "A"

CLASSIFICATION	WAGES/HOURS	WAGES/HOURS	WAGES/HOURS	WAGES/HOURS	WAGES/HOURS	WAGES/HOURS	WAGES/HOURS
	2.00%	1-Jul-18	1-Jul-19	1-Jul-20	1-Jul-21	1-Jul-22	1-Jul-23
MUNICIPAL SERVICES							
Streets/Parks							
Student (75% of Labourer I)	18.99	19.36	19.74	20.13	20.53	20.94	
Labourer I	25.31	25.81	26.32	26.84	27.37	27.91	
Equipment Operator I	30.60	31.21	31.83	32.46	33.10	33.76	
Equipment Operator II	32.08	32.72	33.37	34.03	34.71	35.40	
Equipment Operator III	33.13	33.79	34.46	35.14	35.84	36.55	
Street/Parks Foreman	36.35	37.07	37.81	38.56	39.33	40.11	
Municipal Services Coordinator	32.46	33.10	33.76	34.43	35.11	35.81	
Parks Maintenance I - Cemetary	30.60	31.21	31.83	32.46	33.10	33.76	
Parks Maintenance II	32.08	32.72	33.37	34.03	34.71	35.40	
Parks Maintenance III	32.63	33.28	33.94	34.61	35.30	36.00	
Gardener	32.63	33.28	33.94	34.61	35.30	36.00	
Water/Sewer							
Labourer I - Water/Sewer - Seasonal	25.31	25.81	26.32	26.84	27.37	27.91	
Certified Utility Operator I	30.76	31.37	31.99	32.62	33.27	33.93	
Certified Utility Operator II	32.81	33.46	34.12	34.80	35.49	36.19	
Certified Utility Operator III	34.17	34.85	35.54	36.25	36.97	37.70	
Chief Water/Sewer Treatment Plant Operator	36.64	37.37	38.11	38.87	39.64	40.43	
Water/Sewer Foreman	37.32	38.06	38.82	39.59	40.38	41.18	
Shared Services							
Certified Electrician	38.08	38.84	39.61	40.40	41.20	42.02	
Certified Mechanic	37.23	37.97	38.72	39.49	40.27	41.07	
Airport							
Airport Manager	39.10	39.88	40.67	41.48	42.30	43.14	
Airport Operator II	32.08	32.72	33.37	34.03	34.71	35.40	
Airport Operator III	33.57	34.24	34.92	35.61	36.32	37.04	
Airport Operations Coordinator	32.46	33.10	33.76	34.43	35.11	35.81	

SCHEDULE "B"

Full Time	Daily Hours	Weekly Hours	Meal Break	Days	Maximum Days/Week
Outside Workers	8	40	One-half hour (.5) unpaid	Consecutive days off	5
Airport Workers	8	40	One-half hour (.5) paid	Consecutive days off	5
Inside Workers	7.5	37.5	One-half hour (.5) unpaid	Consecutive days off	5
Aquatic Employees	Up to 10	37.5	One-half hour (.5) unpaid	Consecutive days off	5
Facility Maintenance	8	40	One-half hour (.5) paid	Consecutive days off	5
Recreation Admin/Staff	7.5	37.5	One-half hour (.5) unpaid	Consecutive days off	5
Firefighters	7.5	37.5	One-half hour (.5) unpaid	Consecutive days off	5
RCMP Watch Clerks	10.69		One-half hour (.5) unpaid One-half hour (.5) unpaid One-half hour (.5) paid (1 hour total)	4 days on 4 days off 2 days/2 nights	
RCMP Front Counter Clerk	7.5	37.5	One-half hour (.5) unpaid	Consecutive days off	5
RCMP Disclosure/Front Counter Clerk	7.5	37.5	One-half hour (.5) unpaid	Consecutive days off	5
RCMP Guard/Matron	11		One-half hour (.5) unpaid	4 days on 4 days off 2 days/2 nights	
Senior Bylaw Officer	8	40	One-half hour (.5) unpaid	Consecutive days off	5
Bylaw Services Officer	8	40	One-half hour (.5) unpaid	Consecutive days off	5
Part Time					
Recreation Programmer	Up to 7.5	Up to 18.75	One-half hour (.5) unpaid		6
Casual					
Aquatic Employees	Up to 10	Up to 37.5	Up to One-half hour (.5) unpaid		6
Facility Maintenance	Up to 8	Up to 40	Up to One-half hour (.5) paid		5
Recreation Admin/Staff	Up to 7.5	Up to 37.5	Up to One-half hour (.5) unpaid		5
Relief Detachment Clerk	Up to 10.69		Up to One-half hour (.5) unpaid		
RCMP Guard/Matron	Up to 11		Up to One-half hour (.5) unpaid		



CONTACT INFORMATION

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awilliston@williamslake.ca

Rob Warnock, Chief Shop Steward

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rwarnock@williamslake.ca

Adrian David, Business Manager

604-936-5266 or 778-868-2919 (cell)

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