

**COLLECTIVE AGREEMENT
BETWEEN**

Town of
Smithers 

AND



**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1570**

JANUARY 1, 2023 to DECEMBER 31, 2025

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COLLECTIVE AGREEMENT

BETWEEN:

THE TOWN OF SMITHERS

(hereinafter called the "Town")

Party of the First Part

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE)

AND ITS LOCAL 1570

(hereinafter called the "Union")

Party of the Second Part

PREAMBLE

CUPE Local 1570 and the Town of Smithers acknowledge the Gidimt'en Clan and the Witsuwit'en people, on whose unceded traditional territory we live, work and play.

ARTICLE 1 OBJECT

1.01 Object

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

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

ARTICLE 2 LABOUR MANAGEMENT RELATIONS COMMITTEE

2.01 Establishment of Committee

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

2.02 Meetings of Committee

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

2.03 Purpose of Committee

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

Minutes of the Committee

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

ARTICLE 3 UNION RECOGNITION

3.01 Bargaining Agent

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

3.02 Right to Assistance from CUPE Representatives

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

3.03 Union Activities

Unless otherwise herein specifically provided, Union activities shall not be pursued during working hours.

ARTICLE 4 NO DISCRIMINATION

4.01 No Discrimination

- (a) There shall be no discrimination, **harassment** or coercion by the Town or by the Union against any employee because of the employee's Union or non- union affiliations with other Unions, or against any employee because of **their** activity, or lack of activity in Union affairs, or because of **their Indigenous identity**, race, creed, colour, **ancestry, place of origin**, sex, **sexual orientation, gender identity or expression, marital status, family status, physical or mental disability, age of that person or that group or class of persons**, nationality, religion **or any other area protected by Human Rights Legislation.**
- (b) **Neither the Town nor the Union shall coerce, harass, discriminate or in any other way interfere with any employee who wishes to apply for any position or promotion or in relation to overtime coverage, training or due diligence within a role.**

Harassment

- (a) All employees have the right to work in an environment free from sexual and personal harassment. The Parties agree to cooperate in attempting to resolve in a confidential manner all allegations of harassment in the workplace.
- (b) The Town **will** discipline any person in its employment proven to have engaged in harassment of another employee.
- (c) Any complaint of harassment which is not satisfactorily resolved shall be adjudicated under Article **21.04**.
- (d) For purposes of this Article, sexual harassment is defined as any comment or conduct of a sexual nature that is known or ought to be reasonably known to be unwelcome and shall include, but is not limited to:
 - (1) sexual solicitation or advances; inappropriate touching or sexual comments; or
 - (2) any threat of reprisal which might reasonably be perceived as placing a condition on employment by a person in authority after the above conduct has been rejected.

For purposes of this Article, personal harassment is defined as: Any inappropriate conduct or comment by a person towards a worker that the person knew or reasonably ought to have known would cause that worker to be humiliated or Intimidated but excludes any reasonable action taken by an employer or supervisor relating to the management and direction of workers or the place of employment.

- (e) Nothing in the above definitions or any application thereof is intended to reduce, restrict or fetter the Town's right and ability to direct, manage and/or discipline employees.
- (f) When an allegation of harassment proves to be malicious in nature, the complainant **will** be subject to appropriate discipline.
- (g) The Employer will maintain a workplace bullying and harassment policy as per the Workers' Compensation Act policy items regarding Workplace Bullying and Harassment. This policy will be reviewed and updated in consultation with the Union at least once every two (2) years or when required.**

ARTICLE 5 UNION SHOP

5.01 Membership Card

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

5.02 Deductions

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

5.03 New Employees

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

5.04 Union Representatives

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

5.05 Union Dues Receipts

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

ARTICLE 6 MANAGEMENT'S RIGHTS

6.01 Right of the Town to Manage Its Affairs and Operations

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

6.02 Union Notification

The Town agrees to notify the Union, in writing, when an employee covered by this Agreement is, hired, promoted, demoted, transferred, laid off, recalled, resigns, is disciplined, suspended, or is terminated. **Notification will be sent to the Recording Secretary of CUPE Local 1570 by email.**

ARTICLE 7 SENIORITY

7.01 Seniority Defined

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

7.02 Seniority List

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

7.03 Seniority Accumulation

Seniority for non-probationary employees shall be accumulated based on regular hours worked and shall be accumulated in instances of absence due to:

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

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

7.04 Loss of Seniority

Seniority shall be lost in the event the employee:

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

7.05 Casual and Temporary Employees

Casual and temporary employees who are appointed to a posted regular position under Article **18**, shall, coincidental with such appointment, have their seniority as a regular employee adjusted to include the days they actually worked as a casual or temporary employee prior to their regular appointment.

The calculation shall be as follows:

Hours worked as a casual/temporary = Days
FTE Hours (i.e. 10, 8, 7.5 or 7 etc.)

ARTICLE 8 LAYOFF AND RECALL

8.01 Layoff by Seniority

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

8.02 Layoff Notice

- (a) This Article shall apply to those employees who have completed their probationary period and who are normally scheduled to work a regular work week.
- (b) In the event that an employee is laid off, the Town agrees to provide those employees with the following notice:
 - (1) Greater than six (6) months but less than two (2) years' service – two (2) weeks' notice;
 - (2) Greater than two (2) years' service - an additional week's notice for each year of service up to a maximum of eight (8) week's notice.
 - (3) By mutual agreement between the employee, the Union and the Department

Head, the employee may continue to work on a day-to-day basis after the day of layoff stated in said notice, and no further notice shall be required in such cases.

- (c) In the event that an employee on the recall list has been notified to return to employment which is less than two (2) months in duration, then subsequent notice of layoff is not required.

8.03 Bumping Procedure

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

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

8.04 Recall by Seniority

Laid off employees shall be entitled to recall in order of seniority, provided they are qualified to do the work available and their recall rights have not expired. Notification of recall may either be in the form of a person-to-person phone call or in writing by registered mail to **their** last known address. Where there is no reply within ten (10) calendar days of mailing the recall notice then that employee's seniority entitlement and

right of recall will be cancelled. In instances where an employee receives recall notice and where **they are** unable to return to work for reasons satisfactory to the supervisor then **they will** not have **their** seniority rights cancelled provided **they** respond to the next recall notice.

8.05 Seniority Retention

Seniority accumulated prior to layoff shall be retained when the employee accepts a recall as per Article 8.04.

8.06 Severance Pay

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

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

ARTICLE 9 PROBATION

9.01 New Employees

- (a) All new employees shall be considered to be on probation until the satisfactory completion of 480 hours of work.

New Casual Employees

- (b) All new employees shall be considered to be on probation until the satisfactory completion of 480 hours of work to a maximum of six (6) months.

9.02 Probationary Period

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

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

- (a) the quality of work;
- (b) conduct;
- (c) capability to work harmoniously with others; and

(d) ability to meet production standards set by the Town.

An employee's probationary period may be extended by mutual agreement between the Town and the Union. When the employer wishes to extend the probationary period, they must request agreement from the Union in writing, with the length of the extension and the reason(s) for extension.

9.03 Completion of the Probationary Period

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

ARTICLE 10 HOURS OF WORK

(See Appendix A & B)

10.01 Regular Work Week and Day

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

(a) For those employees who work eight (8) hours per day, the regular work day shall be any eight (8) consecutive hours between 4:00 a.m. and 5:00 p.m., exclusive of one-half (½) hour for lunch for outside and engineering staff. Engineering staff will be entitled to one (1) hour lunch break. Working hours for outside and engineering staff shall be scheduled by mutual agreement between the employees involved and the supervisor.

(b) For those employees who work seven (7) hours per day, the regular work day shall be any seven (7) consecutive hours, as designated by the Town, between 7:00 a.m. and 5:00 p.m., exclusive of between one half (½) and one (1) hour for lunch for clerical staff.

(c) For those employees who work seven and one half (7.5) hours per day, the regular work day shall be any seven and one-half (7.5) consecutive hours as designated by the Town between 7:00 a.m. and 6:00 p.m., exclusive of one (1) hour for lunch for RCMP Detachment CUPE employees.

(d) A ten (10) minute rest period shall be allowed on the job site at the mid-point in the morning and at the mid-point in the afternoon of each day shift. Rest periods shall be allowed during the afternoon and night shifts, at appropriate intervals.

10.02 Airport Maintenance Employees

(a) The regular full-time work week for Airport Maintenance employees from April 1st to October 31st is defined as forty (40) hours. In the period from November 1st to March 31st, the normal full-time hours for maintenance employees shall be defined as eight (80) hours in any two (2) week pay period.

- (b) The regular work day between April 1st – October 31st shall be any ten (10) consecutive hours between 6:00 a.m. and 8:00 p.m.

And, the normal work day between November 1st and March 31st shall be any consecutive hours of up to twelve (12) hours between 6:00 a.m. and 10:00 p.m. so as to average eighty (80) hours in any two (2) week pay period.

The above notwithstanding, the Town may change the length of shifts and/or the hourly periods each day when shifts may be worked in order to best meet its operational requirements in the future, after providing notice of such change to the Union and after discussing the change with the Union, if the Union requests.

- (c) The Town shall provide a posted work schedule for all Airport Maintenance employees on a monthly basis. Operational requirements permitting, the Town shall provide not less than forty-eight (48) hours' notice to regular full-time and regular part-time employees, when it changes their normal work shift. If such notice is not given, it shall result in overtime rates being paid to affected eligible employees on the first shift worked during the notice period, provided always that operational requirements permit such notice to have been given.
- (d) Airport Maintenance employees, who work regularly scheduled shifts longer than eight (8) hours and who take paid time off, shall have the applicable, bank, accrual or entitlement converted to hours, which bank, accrual or entitlement shall then be reduced by the number of hours the employee actually takes off.
- (e) Overtime hours worked beyond the regular shift will be paid at one and one-half (1½) times the employee's basic hourly rate for the first one (1) hour and double time thereafter. Overtime worked after a 12-hour shift will all be paid at double time.
- (f) Article **11.02** notwithstanding, Airport Maintenance employees shall be paid overtime for hours worked in excess of their regularly scheduled shift on any work day, or in excess of forty (40) hours in any work week. Notwithstanding this, in the period from November 1st to March 31st, overtime will be paid for work in excess of eighty (80) hours in any two (2) week pay period.
- (g) For regular hours worked on Saturday and Sunday, an employee shall be paid a premium of one dollar and fifty cents (\$1.50) per hour over **their** regular wage rate.
- (h) All regular employees will work no more than five (5) consecutive days followed by two (2) days off.

10.03 CSO Hours of Work

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

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

10.04 Minimum Hours

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

This clause does not apply to employees when moving from one (1) classification and/or worksite within the same day.

10.05 Meal Break

When an employee is required by the Town to work more than five (5) continuous hours without being provided a meal break, the Town shall provide the employee with a hot meal, to a maximum of **twenty** dollars (**\$20.00**).

10.06 Modified Work Week

Individual employees may apply to work a modified work week arrangement.

Only the following types of modified work week arrangements may be considered:

- a) An employee's regular shift starting and stopping times may be varied, provided that the employee must work a minimum of seven (7) or seven and one-half (7.5), or eight (8) consecutive hours on each work day, as applicable.**
- b) An employee's regular work week may be reduced to four (4) consecutive days, provided that the balance of shifts in that week are increased in length so that the employee still works thirty-five (35), thirty-seven and one-half (37.5), or forty (40) hours in that week, as applicable.**
- c) Employees, with mutual agreement of the employer and union, may work longer than thirty-five (35), thirty-seven and one-half (37.5), or forty (40) hour week, as applicable, and bank the time for future time off at times mutually agreed to by the employer and employee.**

The length of meal breaks, and coffee breaks are to be strictly adhered to, as set out in the Collective Agreement, except where it is mutually agreed by the employer and employee to alter the length of the lunch period.

The following conditions must be met in order for any modified work week arrangement to be considered:

- a) There must be no added costs to the Town as a result of any such arrangement, and**
- b) Service to the public must not be negatively affected.**

Applications for modified work week shall be granted at the discretion of the Town and must be approved by the Chief Administrative Officer, or designate, as well as the applicable Department Head. An application shall not be unreasonably denied provided the conditions described in this Article will be met. The Town and the Union may cancel any particular modified work week arrangement upon two (2) weeks written notice to the applicable employee and the other Party. In the event the Town cancels a modified work week arrangement because the conditions are not being met, such decision shall not be grievable.

Clerical Employee(s) required for Meetings:

The provisions of the Agreement and this Article notwithstanding, the Town may alter one (1) clerical employee's working hours for the day of Regular Council meetings, Finance Committee Meetings and/or Committee of the Whole meetings, so that the employee in question will attend such meeting to record the minutes, without receiving overtime. The employee's shift starting and stopping times may be varied, or the employee may be required to work a split-shift, provided such shift is completed within a period of twelve (12) consecutive hours.

This requirement will be fairly distributed on an equitable basis, among all clerical/RCMP employees who have the required ability and who have an approved modified work week arrangement. Should there be insufficient number of qualified employees working modified work week to meet the requirements of this section, the work shall be assigned by the Town to the most junior clerical employee with the required ability. The Town shall give at least forty-eight (48) hours' notice to employees who are required to work under this section.

All hours worked during Council meetings, Finance Committee Meetings, and/or Committee of the Whole meetings may be banked and used at a future date mutually agreed upon between the employee and Department Head.

ARTICLE 11 OVERTIME

11.01 Authorization

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

11.02 Overtime by Department

- (a) Works and Operations employees and Development Services employees (excluding Planner and Building Inspector), excluding Airport maintenance employees covered Article 10.02, will be paid overtime for all hours worked in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week.

- (b) Office workers, (including airport office workers), Planners, and Building Inspectors will be paid overtime for all hours worked in excess of seven (7) hours in any one (1) day or thirty-five (35) hours in any one (1) week.
- (c) RCMP Detachment CUPE employees will be paid overtime for all hours worked in excess of seven and one-half (7.5) hours in any one (1) day or thirty-seven and one-half (37.5) hours in any one (1) week.

11.03 Overtime Hours Worked Beyond the Regular Shift

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

11.04 Overtime Hours Worked on an Employee's Day of Rest

Overtime hours worked on an employee's day of rest or a Statutory Holiday will be paid at double the employee's basic hourly rate, except where an employee is regularly scheduled to work on those days.

Those employees regularly scheduled to work on Saturday and Sunday shall be paid at double the employee's basic hourly rate when working on their scheduled days of rest.

11.05 Deferred Payment for Overtime

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

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

ARTICLE 12 EMERGENCY CALL-OUT

12.01 Call-Out Definition

Call-Out is when an employee is notified outside of their regular work hours/schedule that **their** services are required for an emergency.

12.02 Overtime and Call-Outs Divided Equally

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

12.03 Emergency Call-Out

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

12.04 List of Employees for Call-Out

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

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

Once the Department Head or designate has proceeded to call employees through the list they will start again from the top of the list.

12.05 Administration of Emergency Call-Outs

The Town recognizes an equitable solution for the administering of Emergency Call- Outs for all employees. Employees can assist with this Article by adhering to the schedule that is posted.

12.06 Log Books of All Call-Out Hours

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

12.07 An Employee Unable to be Contacted or Refusal of Work

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

12.08 Judging the Necessity for Emergency Call-Out

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

12.09 Hot Meal

A hot meal, to a limit of **twenty** dollars (**\$20.00**), will be provided by the Town for employees required to work in excess of four (4) hours on an emergency call-out.

12.10 Operations Supervisor

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

ARTICLE 13 STANDBY

13.01 Standby

- (a) The standby premium under this section applies when a bargaining unit employee is required to carry the designated cell phone or pager and to respond to emergencies that occur outside of **their** normally and regularly scheduled straight-time hours.
- (b) Where bargaining unit employees are required to standby they shall be compensated on the basis of one-half (½) hour for each four (4) hour period or part thereof on standby.
- (c) The Town shall develop an equitable method of assigning standby duty to bargaining unit employees who are qualified to adequately respond to the type of emergencies that normally occur.
- (d) Standby time may be paid out or banked pursuant to Article **11.05**.

ARTICLE 14 PREMIUM PAY

(See Appendix B)

14.01 Dirty Pay

Dirty pay will be at the rate of one dollar and **seventy-five cents (\$1.75)** per hour. **Dirty pay will be paid when working in raw sewage, digging a grave for disinterment and when employees are asked to clean excrement, vomit, or blood.**

14.02 Lead Hand

- (a) In instances where a job or project (usually with one site) employing three (3) or more persons can be more efficiently performed through the use of a Lead Hand, then the Department Head may designate such a person. The premium pay of one dollar and **seventy-five cents (\$1.75)** per hour will be above the employee's own rate or above the highest rate the Lead Hand supervises, whichever is greater.
- (b) The Town shall designate a Lead Hand within the Airport Maintenance – Mechanic/Operator II classification on second shift during the winter season (November 1st to March 31st). The person so designated shall be paid a Lead Hand premium of one dollar **seventy-five cents (\$1.75)** per hour for all hours worked in such capacity.
- (c) Lead Hand
The Town shall designate a temporary Lead Hand within the Airport Maintenance Mechanic/Operator II classification to replace the Airport Maintenance Mechanic Supervisor when **they are** absent longer than one (1) working day, and the Lead Hand will be leading one (1) or more workers.

14.03 Refrigeration Certification

Those employees required by the Town to have a valid Refrigeration Certification will be paid **one dollar (\$1.00)** per hour when the Certification is required.

14.04 Pyramiding

Premiums paid under this Article shall be pyramided when overtime rates are being paid.

14.05 Shift Differential

A shift differential of one dollar and **seventy-five cents (\$1.75)** per hour shall be paid for all shifts scheduled between 6:00 p.m. and 7:00 a.m., excluding the Prevention and Community Safety Officer.

14.06 Chief Engineer

The Chief Engineer means a power engineer who is designated by the Town to be responsible for the operation and maintenance of a plant and who is responsible for ensuring that all regulated work in the plant is performed by appropriately qualified persons. However, in recognition of the Power Engineer's Certification being designated the Chief Engineer, the Town shall pay one dollar and fifty cents (\$1.50) per hour premium while working under this designation in addition to other eligible premiums. **When the designated Chief Engineer is absent or away from the workplace for four (4) days or more, the Town will designate a qualified employee as a replacement to the Chief Engineer and the replacement Chief Engineer shall receive this premium for all hours worked in the capacity of Chief Engineer.**

ARTICLE 15 HEALTH AND WELFARE

15.01 Benefits

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

- (a) the BC Government Medical Services Plan - MSP to be available from the first day of the month following the date of hire.
- (b) the Extended Health Plan, including:
 - (1) a vision care benefit of **seven** hundred fifty dollars (**\$750.00**) per family member and an eye examination benefit of one hundred dollars (\$100.00) per family member every twenty-four (24) months.
 - (2) a hearing aid benefit of **two** thousand dollars (**\$2000.00**) every five (5) years per family member.

- (3) Chiropractor to a maximum of **six hundred fifty dollars (\$650.00)** per year; massage to a maximum of **six hundred fifty dollars (\$650.00)** per year; physiotherapy to a maximum of **six hundred fifty dollars (\$650.00)** per year.
- (c) the Dental Plan coverage shall be as follows:
 - (1) Basic Dental Services: one hundred percent (100%) of the approved fee schedule, as stipulated by the insurance carrier.
 - (2) Supplementary Basic Services: one hundred percent (100%). The maximum per year for basic dental services and supplementary basic services shall be four thousand dollars (\$4000.00).
 - (3) Major Restorative Services and Prosthetics: seventy percent (70%) of the approved fee schedule as stipulated by the insurance carrier.
 - (4) Orthodontics: seventy percent (70%) of the approved fee schedule, lifetime of **six thousand five hundred dollars (\$6,500.00)** as stipulated by the insurance carrier.
- (d) The group Life Insurance Plan: coverage is two (2) times an employee's annual rate of pay adjusted to the next thousand dollars (\$1,000.00), with an Accidental Death and Dismemberment clause.
- (e) Subject to carrier approval, an employee who has completed **their** probationary period may maintain benefit coverage by prepaying the full cost of such benefits during this period.
- (f) For employees who regularly work on sewer cleaning, refuse collection and disposal, and animal control, who opt to be inoculated, then the Town agrees to reimburse those reasonable immunization costs upon presentation of receipts and a signed waiver indemnifying the Town from any liability arising from the inoculation.

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

15.02 Long-Term Disability

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

15.03 Workers' Compensation Act

- (a) All employees shall be covered by the *Workers' Compensation Act*. An employee prevented from performing **their** regular work with the Town on account of an occupational accident that is covered by the *Workers' Compensation Act* shall receive from the Town the difference between the amount payable by the Workers' Compensation Board and **their** last rate of pay.

Pending settlement of the insurable claim, the employee shall continue to receive full pay and benefits of this Agreement up to the limit of **their** accrued sick leave, and upon acceptance of the claim by the Workers' Compensation Board, the sick leave benefit shall be restored to the employee and the Town shall continue to pay the difference between the amount payable by the Workers' Compensation Board and the employee's last rate of pay. In order to continue receiving **their** regular salary, the employee shall assign **their** compensation cheque to the Town. In return, the Town shall indicate the amount received from the Compensation Board on the employee's Income Tax (T-4) form. This will result in No Loss and No Gain for the Employee.

- (b) No employee shall be discharged, penalized or disciplined for refusing to work on a job or in any workplace or to operate equipment where **they** honestly **believe** it would be unsafe to do so. It is agreed that employees must be in a fit physical and mental condition when working.

15.04 Canada Pension Plan

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

15.05 Probationary Period Coverage

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

15.06 Benefits While on LTD

The Parties agree that for a two (2) year period from the **date** an employee commences **a leave that result in approved long term disability claim**, benefit contributions will continue to be made on behalf of that employee. **These contributions shall be retroactively applied once an employee is approved for LTD benefits.**

15.07 Termination

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

ARTICLE 16 MEDICAL TRAVEL PLAN

16.01 Medical Travel Plan

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

(a) Intention

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

(b) Exclusions

The plan will not cover loss of wages;

The plan will not cover costs of meals;

The plan will not cover costs attendant to routine medical checkups, examinations;

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

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

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

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

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

(c) Contributions

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

The plan will be reviewed as mutually agreed, but not later than one (1) year after reimbursement could have been made under the terms of the plan. Failing mutual agreement by the parties to reverse or amend the plan then it may be discontinued.

In the event of discontinuance, monies will be divided between the Town and the Union on the same basis as contributions were made.

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

Family \$24.00/month

Single \$12.00/month

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

(d) Limitations

The Parties agree to the following reimbursement limits:

- (1) Eligible employees including dependents, may claim up to a maximum of two thousand dollars (\$2000.00) per calendar year per family or such prorated amount in the event a full calendar year is not worked by a new employee.
- (2) Return economy airfare or return mileage, whichever is the lesser, may be claimed as part of the yearly maximum.

In the event the medical referral is beyond Vancouver then the maximum reimbursement will be based upon return travel to Vancouver from Smithers: mileage (excluding taxi charges) will be based on **the maximum** per kilometer **rate allowable according to the Canada Revenue Agency** and may be claimed where the location of the referral is in excess of one hundred and seventy-five (175) kilometers from Smithers.

- (3) Eligible accommodation costs (excluding meals) may be reimbursed to a maximum of five (5) consecutive days per visit, **or per month should the accommodation be necessary for longer than a month**. Eligible accommodation is limited as follows:
 - i. Number of days required for medical appointment plus travel time
 - ii. Actual cost of the accommodation; or **one hundred fifty dollars (\$150.00)**, whichever is less;
 - iii. **Fifty dollars (\$50.00)** per day, if staying with relatives, friends, etc.
- (4) Receipts will be required for actual expenses.

(e) Claim Procedure

The Parties agree that the Town will administer the plan. Claims may be made on forms supplied by the Town. All claims must be made within thirty (30) working days of their being incurred. From time to time the Labour Management Committee will be provided with information concerning the administration of the plan. In the event of a dispute as to a claim, the parties agree that the Labour Management Committee shall review and if possible, resolve the dispute. If the Labour Management Committee is unable to resolve the dispute then that Committee shall

develop its own procedure to have the dispute adjudicated. No appeal nor grievance may be instituted with respect to any portion of the operation of this plan.

(f) Misrepresentation

The Parties agree that where an employee knowingly misrepresents the nature or amount of **their** claim, **they** will repay all or part of the reimbursement; and **they** may be disciplined.

ARTICLE 17 **CONTRACTING OUT**

17.01 **Union Notification**

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

17.02 **Contracting Out**

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

ARTICLE 18 **JOB CLASSIFICATION**

18 .01 **New Position**

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

18 .02 **Postings**

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

18 .03 **Regular Employees**

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

18.04 Casual Employees

Casual employees who apply for a posted vacancy under Article 18.02 shall be given first consideration over external applicants in filling such vacancies provided the casual employee in question has the required qualifications, skill and ability to perform the work in question. It is understood that casual employees shall not have preference over regular employee applicants.

18.05 Trial Period

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

18.06 Transfer of Seniority Outside the Bargaining Unit

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

18.07 Temporary Assignment

(a) Higher Paid Position

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

(b) Lower Paid Position

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

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

Those Airport maintenance employees in the Labourer I classification whom it can reasonably be assumed will spend a majority of their working time operating equipment during the winter season (November 1st to March 31st) shall be paid the Airport Mechanic/Equipment Operator I rate for the entire winter season (November 1st to March 31st). This is without prejudice to the application of Article 18.07(a).

18.08 Temporary Upgrade

- (a) When a member of a crew is absent and the Town intends to temporarily upgrade another employee to perform such absent employee's work, for a period longer than three (3) working days, it shall offer such temporary upgrade, in seniority order, to employees on that particular crew, with the qualifications, training and experience to immediately perform the work in question.

When no member of the particular crew has the required qualification, training and experience, the Town shall offer such temporary upgrade, in seniority order, to employees in the applicable department, having the required qualifications, training and experience to immediately perform the work in question.

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

18.09 Regular Employees and Temporary Positions

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

ARTICLE 19 PAYMENT OF WAGES AND SALARIES

19.01 Payday

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

ARTICLE 20 GRIEVANCE AND ARBITRATION

20.01 Shop Steward Leave

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

20.02 Settlement of Differences Without a Stoppage of Work

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

20.03 Grievance Steps

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

Step 1 The aggrieved employee, with **their** steward, shall meet with the employee's immediate Supervisor to try and resolve the alleged incident within ten (10) working days of the incident which gave rise to the grievance or within ten (10) working days from the time the employee or the Union became aware of the grievance.

Step 2 Failing satisfactory settlement within two (2) working days after the Step 1 meeting with the immediate Supervisor, the Union will submit the grievance, in writing to the Department Head within ten (10) working days. A meeting with the grievor, a Union representative and the Department Head will be held to try and resolve the grievance. The Department Head will render **their** decision in writing within five (5) working days after receipt of the grievance.

Step 3 Failing satisfactory settlement at Step 2, the Union will submit the grievance, in writing, within five (5) working days to the Town Administrator who shall meet with the Union to try and resolve the grievance. The Town Administrator will render **their** decision in writing within five (5) working days, after the grievance meeting.

Step 4 Failing satisfactory settlement at Step 3, the Union may submit the grievance to Arbitration. The Union shall notify the Town of its decision within fifteen (15) working days.

The Arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which it deems just and equitable.

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

20.04 Arbitration Board

- (a) When either Party request that a grievance be submitted to arbitration, the request shall be made in writing to the other Party, indicating the name of its nominee on an Arbitration Board. Within fourteen (14) calendar days thereafter, the other Party shall answer in writing, indicating the name and address of its appointee to the Arbitration Board. The two (2) appointees shall select an impartial Chairperson.
- (b) If the Party receiving the Notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a Chairperson within seven (7) days of their appointment, the appointment shall be made by the Director of the Collective Agreement Arbitration Bureau upon request by either Party.
- (c) The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable upon all Parties, except where it may be reviewed at law. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this Agreement.
- (d) Each Party shall pay its own expenses and costs of the arbitration, the remuneration and disbursements of its appointee to the Board and one-half (½) the compensation and expenses of the Chairperson and of stenographic and other expenses of the Arbitration Board.
- (e) If the parties mutually agree, they may elect to have the grievance heard by a single arbitrator selected with mutual agreement of the parties.

20.05 Expedited Arbitration

- (a) The Parties shall determine by mutual agreement those grievances that are to be referred to expedited arbitration. Grievances to be referred to expedited arbitration shall be scheduled within one (1) month, if possible. The hearings shall be held at a mutually agreed upon location and facility.
- (b) All presentations are to be short and concise and are to include a comprehensive opening statement. The Parties agree to make limited use of authorities during their presentations.

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

20.06 Town will Reply to All Written Grievances

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

20.07 General Grievance

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

20.08 No Grievance Shall be Deemed Invalid by Reason of Any Defect

No grievance shall be deemed invalid by reason of any defect in form, or any technical irregularity, or any error in procedure that results in denial of natural justice, and the Arbitration Board or arbitrator, as the case may be, shall have power to relieve against such defects, irregularities, or errors of procedure on such terms as may be just and reasonable. Notwithstanding this, the time limits set out in this Article (20) are mandatory in all respects and cannot be changed without the agreement of both Parties.

20.09 Town May Submit a Grievance

- (a) The Town, through its representative, may submit a grievance in writing to the Union and seek settlement of the dispute.
- (b) If a satisfactory settlement is not reached within seven (7) days after the grievance is submitted for settlement, the Town may refer the grievance to arbitration under Article 20.04.

20.10 Discipline

- (a) Whenever the Town is going to impose discipline on an employee, or is conducting a formal investigative meeting that may lead to discipline, it shall provide the employee with advance notice of the meeting, to enable him to arrange for a Shop Steward to be present.

- (b) All disciplinary actions, including the reasons for the discipline will be in writing and a copy provided to the Secretary of the Union.

20.11 Adverse Reports

Verbal and written warnings will be removed from an employee's file after twenty-four (24) months, provided there has been no further infraction.

20.12 Picket Lines

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

20.13 Shop Steward Present

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

ARTICLE 21 APPROVED ABSENCE

21.01 Approved Absence Definition

Approved absence from work in this Agreement means:

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

21.02 General Leave

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

21.03 Quit Without Notice

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

21.04 Pregnancy Leave

- (a) A pregnant employee who requests leave under this Article (**21.04**) is entitled to up to seventeen (17) consecutive weeks of unpaid leave, as follows:
 - (1) Beginning no earlier than eleven (11) weeks before the expected birth date, and no later than the actual birth date, and
 - (2) Ending no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and no later than seventeen (17) weeks after the actual birth date.
- (b) An employee who requests leave under this Article (**21.04**) after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
- (c) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (a) or (b).
- (d) A request for leave must be given in writing to the Town. If the request is made during the pregnancy, it must be given to the Town at least four (4) weeks before the day the employee proposes to begin leave. If required by the Town, the leave request must be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (c).
- (e) A request for a shorter period under subsection (a)(ii) must be given to the Town in writing at least one (1) week before the date the employee proposes to return to work, and if required by the Town, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.
- (f) The time on pregnancy leave under this Article (**21.04**) and parental leave under Article 22.05 will be considered as time worked for the purposes of seniority accumulation and wage-related benefits and salary increments.
- (g) While the employee is on pregnancy leave under this Article (**21.04**) and parental leave under Article **21.05**, the Town agrees to maintain its contribution to the employee's health and welfare plans for the duration of her leave.
- (h) On returning from pregnancy leave under this Article (**21.04**) and parental leave under Article **21.05**, the employee shall be placed in her former job, or another, which is consistent with her seniority, qualifications and former salary.

- (i) In instances where a pregnant employee is concerned about exposure to Video Display Terminals having a cathode ray tube, then such employee may, if alternate work is available, be assigned to perform such work. Where alternate work is not available, the employee may choose to take unpaid leave of absence until she is eligible for pregnancy leave. Seniority shall continue to accumulate, and benefits shall continue on the same basis as if the employee were on pregnancy leave.
- (j) This Article will change to include any changes brought forward by government during the term of this Agreement.

21.05 Parental Leave

- (a) An employee who requests parental leave under this Article is entitled to parental leave, as follows:
 - (1) For a birth mother who takes leave under Article **21.04** in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Article **21.04** unless the Town and the employee agree otherwise.
 - (2) For a birth mother who does not take leave under Article **21.04** in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event.
 - (3) For a birth father, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event.
 - (4) For an adopting parent, up to thirty-seven (37) consecutive weeks of unpaid leave beginning within fifty-two (52) weeks after the child is placed with the parent.
- (b) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (a).
- (c) A request for parental leave must be given to the Town in writing. Parental leave requests under subsection (a)(i), (a)(ii) or (a)(iii) must be given to the Town at least four (4) weeks before the employee proposes to begin leave and, if required by the Town, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- (d) An employee's combined entitlement to leave under Article **21.04** and this Article **21.05** is limited to fifty-two (52) weeks, plus any additional leave the employee is entitled to under Article **21.04**, subsection (c) or subsection (b) of this Article **21.05**.

21.06 Education Leave

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

21.07 Leave for Public Duties

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

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

21.08 Jury Duty & Subpoenaed Witness

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

21.09 Union Leave

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

- (a) Union officials shall obtain permission from the Department Head to be absent as hereinafter mentioned and on obtaining such permission shall suffer no loss of pay if such absence is during the official's shift, under the following circumstances and such requests shall be dealt with expeditiously:
 - (1) Up to four (4) officials for the purpose of negotiations in order to carry on collective bargaining for a renewal of this Collective Agreement pursuant to the provisions of the *Labour Relations Code*, In the event an employee on the bargaining committee works afternoon shifts, they shall attend bargaining meetings without a loss of remuneration and a replacement will be brought in

to cover the shift. The Union agrees to notify management of the names of the Bargaining committee members.

- (2) Up to two (2) officials to attend salary revision meetings where such revision is provided for under this Agreement; and
 - (3) Up to two (2) officials to meet to confer with the designated representatives of the Town regarding matters arising out of this Agreement and discussion of grievances pursuant to Article **20** during normal working hours, but not including expedited arbitration and/or arbitration under Article **20.04**. Meetings under this section shall, as much as possible, take place after normal working hours.
- (b) The Union acknowledges that no time off with pay shall be allowed for time spent during expedited arbitration and/or arbitration under Article **20.04**. Under no circumstances shall overtime be paid for or accumulated as a result of absence granted under **21.09** and payment for such approved absences as aforesaid shall be paid for at the official's regular basic wage.
 - (c) Leave of absence without pay and without loss of seniority shall, up to five (5) work days per event, be granted upon approval of the Town, to a maximum of three (3) employees elected or appointed to represent the Union at Union Conventions, Executive and Committee Meetings of the Canadian Union of Public Employees, and its affiliated bodies. The employee shall request the leave with not less than ten (10) calendar days notice. This leave shall not be unreasonably refused.
 - (d) Leave of absence without pay and without loss of seniority and with the approval of the Department Head, shall be granted to a maximum of up to two (2) persons for up to five (5) days once per year and up to five (5) persons for up to three (3) days once per year, upon request to the Town, to employees for education courses pertaining to Union business. The employee(s) shall request the leave with not less than ten (10) calendar days notice. Requests for leave under this section shall be dealt with expeditiously and shall not be unreasonably refused. Regular wages and benefits will be paid by the Town of Smithers for these absences and then billed to the Union at the member's regular wage classification plus costs for benefits.
 - (e) Upon approval of the Department Head, an employee who is elected or selected for a full-time position within CUPE, CLC, or BC Federation of Labour, may be granted leave of absence without pay and without seniority accumulation for a period of up to one (1) year. Such leave may be reviewed by the Department Head each year during **their** term of office. Such leave shall not be unreasonably withheld.

21.10 Bereavement Leave

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

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

A maximum of three (3) days bereavement leave with pay will be granted in the event of a death of an aunt, uncle, or cousin.

One-half (½) day bereavement leave will be granted to employees acting as Pall Bearers, or as a member of a Local honour guard at regular rates of pay.

21.11 Sick Leave

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

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

- (d) A regular employee shall be allowed paid leave of absence in order to engage in personal medical and dental appointments. Such leave shall be deducted from the employee's accrued unused sick leave. The amount of paid leave deducted will be limited to the time necessary for the appointment and shall include reasonable travel time within the Town of Smithers.

When appropriate medical/dental service is not available in Smithers in a timely fashion, employees will be allowed to use paid time from their sick bank for travel to such appointments.

- (e) Twenty percent (20%) of accumulated sick days shall be paid to an employee upon retirement from the Town, at normal retirement age; i.e., the age entitled to receive Municipal pension, or with a minimum of twenty (20) years service, or for health reasons. Upon death while in service of the Town full payment of accumulated sick days shall be paid to the beneficiary of the deceased employee.

- (f) In the case of illness or hospitalization of a dependent child, spouse or common-law spouse of a regular employee, the employee shall be entitled to utilize sick leave for this purpose, to a maximum of four (4) days in any one (1) year. Part-time employees will be entitled to receive an equivalent pro-rated number of hours off in any one year.

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

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

21.12 Annual Vacation

(a) Vacation Entitlement

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

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

(b) Vacation Pay

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

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

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

(c) Scheduling Vacation

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

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

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

(d) Minimum Annual Vacation

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

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

(e) Statutory Holidays

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

(f) Accrual Period

Annual vacation pay entitlement will start to accrue to all employees from the date of hire. The accrual shall be based on total wages.

(g) Vacation Disruption

Where an employee's annual vacation is disrupted by bereavement or accident or illness requiring hospitalization, that portion of **their** remaining vacation period shall be observed at a later date as mutually agreed.

(h) Minimum Vacation Time

The minimum vacation time that an employee may take at one time shall be one (1) hour, with prior approval of the supervisor.

(i) Vacation Entitlement for Part-Time or Part-Year Employees

Employees, who are paid out their entitlement or who are paid a percentage (%) in lieu of benefits, may be granted leave without pay where the operational requirements of the Town will not suffer.

21.13 Statutory Holidays

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

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

B.C. Day for Truth and Reconciliation

and any other day proclaimed by the Federal or Provincial or Municipal Government. The Town will post a schedule of in-lieu days annually for those employees whose regular work week is Monday – Friday.

- (b) When a Statutory Holiday falls on an employee's regularly scheduled rest day and the employee does not work, the employee will receive another regular scheduled day off in-lieu to be taken at a time that is mutually agreeable to the Town and the employee. If called in to work on in-lieu day or Statutory Holiday, call out (Article 12) language will apply.
- (c) A full-time employee who is required to work and does work on a Statutory Holiday that is also a regularly scheduled rest day, will receive double time for all hours so worked, plus (+) an additional day off in-lieu with pay to be taken at a time that is mutually agreeable to the Town and the employee.
- (d) A full-time employee, who is required to work and does work on a Statutory Holiday that is also a regularly scheduled workday, will receive double time for so working, plus (+) an additional day off in-lieu with pay to be taken at a time that is mutually agreeable to the Town and the employee.

- (e) Part time and temporary employees, who are paid a percentage (%) in-lieu of benefits and who are required to work on a Statutory Holiday, shall be given another day off in lieu without pay, if they so desire. As well, the part-time or temporary employee shall be paid for hours worked on the holiday at the applicable overtime rate.
- (f) An employee is not eligible for the Statutory Holiday where an employee has not earned wages for a least fifteen (15) days during the thirty (30) calendar's days immediately preceding the Statutory Holiday.

21.14 Compassionate Care Leave

Employees shall be eligible for leave without pay to care for a terminally ill family member in accordance with the *Employment Standards Act* (Compassionate Care Leave) and in accordance with EI Regulations.

ARTICLE 22 CLOTHING, SAFETY EQUIPMENT AND TOOLS

22.01 Wet Weather Clothes

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

22.02 Safety Equipment

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

22.03 Serviceable Condition of the Safety Equipment

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

22.04 Safety Equipment will be Worn at All Times

Safety equipment will be worn at all times, as **prescribed** by Town Policy.

22.05 Uniforms

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

22.06 Safety Footwear Allowance

The Town shall reimburse regular full-time employees, who are required to wear approved safety footwear in the performance of their duties, when they purchase replacement safety footwear, to a maximum of two hundred **and fifty** dollars (**\$250.00**) every two (2) calendar year period. In order to obtain this reimbursement, the employee in question must provide the applicable Department Head with a

satisfactory proof of purchase. If the safety footwear costs less than the maximum two hundred **and fifty** dollars (**\$250.00**) in any two (2) calendar year period, the remainder of the maximum permitted amount in that two (2) year period may be applied to the purchase of additional approved safety footwear in that period. If an employee has safety footwear that needs to be replaced prior to two (2) years, the employer will replace them to a maximum of two hundred **and fifty** dollars (**\$250.00**).

All other employees will be paid to a maximum of one hundred **and twenty-five** dollars (**\$125.00**) on the same basis as above.

22.07 Tools

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

ARTICLE 23 UNION HEALTH & SAFETY COMMITTEE

23.01 Health and Safety Committee

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

23.02 Time off for Health and Safety Training

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

23.03 Health and Safety Committee Pay Provisions

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

ARTICLE 24 TECHNOLOGICAL CHANGE

24.01 Technological Change Definition:

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

24.02 Notifying the Union

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

24.03 Adjudication

The Parties shall attempt, in good faith, to reach agreement on such change before it is implemented. Should they fail to agree, the matter may be referred by either Party for adjudication under Article 20.04. Nothing in this Article is intended to restrict the Town from implementing such change prior to reaching agreement with the Union or prior to an adjudication under Article 20.04, when its operational requirements necessitate that the change be made prior to such resolution.

24.04 Displaced Employee Will Suffer No Reduction in Regular Earnings

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

24.05 Displaced Employee Will be Given an Opportunity to Fill Other Vacancies

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

24.06 New or Greater Skills

In the event that the Town should introduce technological changes which require new or greater skills than are possessed by the employees under the present operation, such employees shall, at the expense of the Town, be given a period of time, not to exceed one (1) year, during which they may perfect or acquire the skills necessitated by technological change. There shall be no reduction in wage or salary rates during the training period of any such employee and no reduction in pay upon being reclassified in the new position. If a person fails to qualify for the new position, **they** will be returned to another position, as set out in Articles 24.04 and 24.05.

ARTICLE 25 PAY SCALE

25.01 Wages

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

ARTICLE 26 DEPARTMENT HEAD FOR RCMP CUPE EMPLOYEES

26.01 Department Head

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

ARTICLE 27 EMPLOYEE DEFINITIONS

27.01 Regular Full-Time Employee

A Regular Full -Time Employee is one who is hired for a regular full-time position and who works a regular schedule of thirty-five (35) hours, thirty-seven point five (37.5) or forty (40) hours per week, as applicable to the classification in which they are employed pursuant to Article 10. Regular full-time employees have seniority rights and are eligible for all of the provisions of this Agreement.

27.02 Regular Part-Time Employee

Regular part-time employees, hired after January 1, 2001, whose regular schedule averages seventeen and one-half (17.5) hours or more per week, shall receive the benefits of this Agreement, pro-rated on the basis of the percentage (%) of full-time hours they are scheduled to work.

Regular part-time employees, whose regular schedule averages less than seventeen and one-half (17.5) hours per week, shall be eligible for the terms and conditions of this Agreement except, Article 21.12, Annual Vacation; Article 21.13 Statutory Holidays; Article 15, Health and Welfare; Article 21.10, Bereavement Leave; Article 21.08, Jury Duty; Article 21.06, Safety Footwear Allowance; and Article 16, Medical Travel. They shall be paid an additional sixteen percent (16%) of their straight-time earnings in lieu of the above Articles.

Regular part-time employees who are required by the Town to work over and above their established regular part-time hours be paid at straight-time rates until the overtime thresholds set out in Article 11 are reached, after which overtime rates shall apply in accordance with the provisions of Article 11. These additional hours shall not change the employees' established regular part-time appointment upon which benefits are based under Article 27.02.

27.03 Temporary Employee

A temporary employee is one who is hired on a term certain basis for a specific project, who works up to full-time hours on a regular or irregular basis. The Town agrees to notify the Union of such project and the term of same, in writing.

The duration of any temporary assignment shall not exceed six (6) consecutive calendar months without the Union's approval, which approval shall not be unreasonably denied.

Temporary employees shall be eligible for the terms and conditions of this Agreement except, Article 8, Seniority; Article 21.12, Annual Vacation; Article 21.13, Statutory Holidays; Article 15, Health and Welfare; Article 21.10, Bereavement Leave; Article 21.08, Jury Duty; and Article 16, Medical Travel. They shall be paid an additional twelve percent (12%) of their straight-time earnings in lieu of the above Articles.

27.04 Casual Employee

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

Casual employees shall be eligible for the terms and conditions of this Agreement except, Article 8, Seniority; Article 21.12, Annual Vacation; Article 21.13, Statutory Holidays; Article 15, Health and Welfare; Article 21.10, Bereavement Leave; Article 21.08, Jury Duty; and Article 16, Medical Travel. They shall be paid twelve percent (12%) of their straight-time earnings in lieu of the above Articles.

27.05 Student Employees

- (a) In order to be employed, Student employees must be attending a recognized secondary or post-secondary educational institute or equivalent, or be on summer vacation and returning to a recognized secondary or post-secondary educational institute or equivalent at the start of the next school year or next school semester, if applicable.
- (b) A student employee is one (1) who is hired on an as needed basis to assist or to supplement the regular work force during the summer or winter seasons.
- (c) Student employees shall be eligible for the terms and conditions of this Agreement except: Article 7, Seniority; Article 21.12, Annual Vacation; Article 15, Health and Welfare; Article 21.10, Bereavement Leave; Article 21.08, Jury Duty; Article 21, Approved Absence; and Article 16, Medical Travel.

They shall receive vacation and Statutory Holiday pay in accordance with the *Employment Standards Act*.

- (d) Student Employees shall be employed for a term of no more than four (4) months at a time and in no more than three (3) consecutive years without consent of the Union, and consent shall not be unreasonably withheld.

27.06 Seasonal Employee

A seasonal employee is one who is hired and recalled annually and works up to full time hours on a regular or irregular basis. The length of the seasonal appointment may vary with operational requirements. Seasonal employees will accrue seniority on the basis of straight time hours worked.

At the time of layoff, seasonal employees will not have a right to bump any employee.

Seasonal employees will, in their first season of employment, have a onetime option to enroll in the Town's Health and Welfare program excluding Long Term Disability coverage. Employees who opt for coverage must continue such coverage during their layoff by providing the Town with one hundred percent

(100%) of the premiums at the date of layoff. Employees who do not opt for coverage, will receive sixteen percent (16%) in lieu of benefits.

Seasonal Employees who average more than seventeen and a half (17½) hours or more per week during the season, and opt for coverage, shall receive the benefits of this agreement, (other than as expressly excluded), prorated on the basis of the percentage of full-time hours they are scheduled to work.

Seasonal employees will be recalled to work for the next season before any new seasonal employees are hired subject to their being immediately qualified to perform the work available.

ARTICLE 28 TERM OF AGREEMENT

28.01 Term

This Agreement shall take effect from January 1, 2023 and expiring December 31, 2025 and shall automatically be renewed annually thereafter unless either Party hereto shall give notice as provided for in the *Labour Code of British Columbia*, requiring the other Party to commence collective bargaining.

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

Signed this 23 day of August, 2023.

FOR THE TOWN OF SMITHERS:



Dianna Plouffe, Chief Administrative Officer

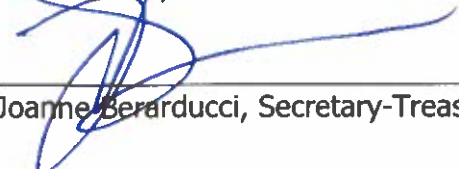


David Schroeter, Director of Corporate Services

FOR CUPE LOCAL 1570:



Trent Schibli, Vice-President



Joanne Berarducci, Secretary-Treasurer

APPENDIX A

ARENA HOURS OF WORK

1.0 Winter Hours (Winter Ice)

- a) In the winter, full time Arena Workers will work eight (8) ten (10) hour shifts in each pay period.
- b) The parties will develop a mutually acceptable shift schedule for all arena workers. The first choice of shift will be offered to the most senior employee in the arena and continue in descending order of seniority. **Once the parties have developed the mutually acceptable shift schedule, it shall be posted in the workplace and any changes to this schedule will require forty-eight (48) hours' notice to the employee.** Should the parties fail to agree, the Director of Works and Operations, or designate, shall have the right to implement a schedule that meets operational requirements. **The Arena schedule shall be posted for the full winter season no later than September 30th of each year.**
- c) **Ten (10) hour Shifts shall be scheduled to begin between the hours of 5:30 a.m. and 3:30 p.m.**
- d) All shifts are inclusive of a thirty (30) minute meal break.
- e) All regular full time Arena Workers (I and II) will assume Parks Personnel 1 positions when the Arena is not in operation. Part-time Arena Workers will be offered part-time work at the same or lessor hours in the Parks Department, provided such work is available.
- f) Overtime **for regular, full-time Arena Workers (I and II)** shall be granted after ten (10) hours worked in one (1) day, or eighty (80) hours worked in a pay period.
- g) Vacations shall be granted to employees working ten (10) hour shifts on a calendar week basis as follows:

15 days = 3 calendar weeks vacation (i.e. 120 hours) 20
days = 4 calendar weeks vacation (i.e. 160 hours) 25 days
= 5 calendar weeks vacation (i.e. 200 hours) 30 days = 6
calendar weeks vacation (i.e. 240 hours)
- h) Sick leave shall be accrued and taken on a day for day basis. That is to say ten (10) hours when the employee is working a ten (10) hour work day, and eight (8) hours when the employee is working an eight (8) hour work day. It being understood, when the employee moves from a ten (10) hour shift to an eight (8) hour shift, **their** sick leave credits and sick leave accrual shall be converted to eight (8) hours, and vice versa.(i.e. when moving from a ten (10) hour shift to an eight (8) hour shift the employee's accrual is multiplied by 8/10, when moving from an eight (8) hour shift to

a ten (10) hour shift the employee's accrual is multiplied by 10/8, sick leave pay out is based upon the average length of shift the employee worked in the five (5) year period immediately preceding the pay out).

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

2.0 Summer Hours (Summer Ice)

- a) The Parties shall develop a mutually acceptable shift schedule for full-time Arena workers when ice is being maintained in the Arena during summer months. This schedule must average forty (40) hours per week over the shift cycle and provide for seven (7) days per week coverage during the Arena's operating hours, and may include work in the Parks Department in order to ensure employees achieve an average of forty (40) hours per week. **Once the parties have developed the mutually acceptable shift schedule, it shall be posted in the workplace and any changes to this schedule will require forty-eight (48) hours' notice to the employee.** Should the Parties fail to agree, the Director of Works and Operations shall have the right to implement a schedule that meets these established objectives. **The Summer Ice schedule shall be posted for the full summer season no later than July 15th of each year.**
- b) Full-time Arena workers who work in the Arena during the summer shall either work on the shift schedule resulting from the above paragraph (a), or on ten (10) hour shifts in accordance with the above subsections (i.e. those set-out in the winter schedule). The Director of Works and Operations or designate, shall determine which of these two (2) schedules is to be followed during summer operations at the Arena.

APPENDIX B

OPERATIONS WINTER HOURS

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

1. The terms of the Collective Agreement apply except as hereinafter amended.
2. The following winter work schedule may be implemented between **September 30th** and **March 31st**:

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

*Employees working winter operations may elect, at their discretion, to take OFF Thursday and Friday instead of Monday and Tuesday.

3. The work schedule shall be posted by September 30th of each year and will be based on the above rotation system unless an employee volunteers to work additional weeks.
4. The Town shall request two (2) Works Department employees to volunteer to work the winter schedule. If two (2) employees do not volunteer, then the Town shall appoint two (2) qualified employees to the schedule on a rotation basis. It is understood and agreed that for the purpose of interpretation of this clause, seniority shall be determining factor in these appointments by the Town.
5. The above winter work schedule shall not result in payment of overtime, except where the regular daily hours are exceeded, an employee works on **their** normal days off or a statutory holiday.
6. For regular hours worked on Saturday and Sunday, an employee shall be paid a premium of one dollar and **seventy-five cents (\$1.75)** per hour over **their** regular wage rate. Where two (2) or more premiums apply, only the higher premium shall be paid.
7. When snow and ice control does not provide a full day's work, the Town may assign work which the employee is qualified to perform.

SCHEDULE A

Classification Information		Wage Information			
		1.5%	4%	3%	3%
Former Classification	Classification	01-Jan-22	01-Jan-23	01-Jan-24	01-Jan-25
Accounting Clerk I	Accounting Clerk I	\$29.85	\$31.04	\$31.98	\$32.93
Accounting Clerk I (After 8 months)	Accounting Clerk I (After 8 months)	\$31.47	\$32.73	\$33.71	\$34.72
Accounting Clerk II (New Hire)	Accounting Clerk II (New Hire)	n/a	\$34.42	\$35.45	\$36.52
Airport Administrative Assistant	Airport Administrative Assistant	\$36.36	\$37.81	\$38.95	\$40.12
Airport Maintenance - Mechanic Supervisor	Airport Maintenance - Mechanic Supervisor	\$38.37	\$39.90	\$41.10	\$42.34
Airport Maintenance - Mechanic/ Operator I	Airport Maintenance - Mechanic/ Operator I	n/a	\$34.00	\$35.02	\$36.07
Airport Maintenance - Mechanic/ Operator II	Airport Maintenance - Mechanic/ Operator II	n/a	\$37.00	\$38.11	\$39.25
Arena Worker I	Arena Worker I	\$31.47	\$32.73	\$33.71	\$34.72
Arena Worker II	Arena Worker II	\$32.64	\$33.95	\$34.96	\$36.01
Building Inspector I	Building Inspector I	n/a	\$42.00	\$43.26	\$44.56
Building Inspector II	Building Inspector II	n/a	\$44.00	\$45.32	\$46.68
Building Inspector III	Building Inspector III	n/a	\$47.00	\$48.41	\$49.86
Clerk Typist	Clerk I - Airport	n/a	\$28.00	\$28.84	\$29.71
Clerk Typist	Clerk I - Casual	n/a	\$28.00	\$28.84	\$29.71
Clerk Typist	Clerk I - Fire Hall	n/a	\$28.00	\$28.84	\$29.71
Clerk Typist	Clerk I - Reception	n/a	\$28.00	\$28.84	\$29.71
Clerk Typist	Clerk I - Works and Operations	n/a	\$28.00	\$28.84	\$29.71
Development Services Clerk	Clerk II - Development Services	n/a	\$29.50	\$30.39	\$31.30
Municipal Records Clerk/ Secretary	Clerk III - Corporate Services Clerk	n/a	\$31.31	\$32.25	\$33.22

Steno-Secretary	Clerk III - Legislative Clerk	n/a	\$31.31	\$32.25	\$33.22
Clerk Typist/ Dispatch RCMP (after 8 months)	Clerk Typist/ Dispatch RCMP (after 8 months)	\$31.47	\$32.73	\$33.71	\$34.72
Prevention and Community Safety Officer - Level I	Community Safety Officer - Level I	\$35.72	\$37.15	\$38.26	\$39.41
Prevention and Community Safety Officer - Level II	Community Safety Officer - Level II	\$37.71	\$39.22	\$40.39	\$41.61
Prevention and Community Safety Officer - Level III	Community Safety Officer - Level III	\$39.55	\$41.13	\$42.37	\$43.64
Prevention and Community Safety Officer - Level IV	Community Safety Officer - Level IV	n/a	\$43.63	\$44.94	\$46.29
Court Liason Officer I	Court Liason Officer I	\$32.64	\$33.95	\$34.96	\$36.01
Engineering Technologist I	Engineering Technologist I	\$35.72	\$37.15	\$38.26	\$39.41
Engineering Technologist II	Engineering Technologist II	\$36.36	\$37.81	\$38.95	\$40.12
Engineering Technologist III	Engineering Technologist III	\$37.18	\$38.67	\$39.83	\$41.02
Equipment Operator I	Equipment Operator I	\$32.64	\$33.95	\$34.96	\$36.01
Equipment Operator II	Equipment Operator II	\$34.50	\$35.88	\$36.96	\$38.07
Equipment Operator III	Equipment Operator III	\$35.72	\$37.15	\$38.26	\$39.41
Garbage Truck Driver/ Swamper I	Garbage Truck Driver/ Swamper I	\$32.64	\$33.95	\$34.96	\$36.01
Garbage Truck Driver/ Swamper II	Garbage Truck Driver/ Swamper II	\$34.50	\$35.88	\$36.96	\$38.07
Labourer I	Labourer I	\$29.85	\$31.04	\$31.98	\$32.93
Labourer II	Labourer II	\$31.47	\$32.73	\$33.71	\$34.72
Maintenance Person II	Maintenance Person II	\$34.50	\$35.88	\$36.96	\$38.07

Mechanic - Certified	Mechanic - Certified	\$38.37	\$39.90	\$41.10	\$42.34
Operations Supervisor	Operations Supervisor	\$41.92	\$43.60	\$44.90	\$46.25
Parks Personnel I	Parks Personnel I	\$32.64	\$33.95	\$34.96	\$36.01
Parks Personnel II	Parks Personnel II	\$34.50	\$35.88	\$36.96	\$38.07
NEW CLASSIFICATION	Planner I	n/a	\$37.88	\$39.02	\$40.19
NEW CLASSIFICATION	Planner II	n/a	\$40.97	\$42.20	\$43.47
Planner III	Planner III	\$44.05	\$45.81	\$47.19	\$48.60
NEW CLASSIFICATION	Planner IV	n/a	\$47.13	\$48.54	\$50.00
Planning Technician I	Planning Technician I	\$35.18	\$36.59	\$37.68	\$38.82
Planning Technician II	Planning Technician II	\$35.72	\$37.15	\$38.26	\$39.41
Planning Technician III	Planning Technician III	\$36.36	\$37.81	\$38.95	\$40.12
Planning Technician IV	Planning Technician IV	\$37.18	\$38.67	\$39.83	\$41.02
Senior Accounting Clerk	Senior Accounting Clerk	\$38.37	\$39.90	\$41.10	\$42.34
Senior Engineering Technologist	Senior Engineering Technologist	\$38.37	\$39.90	\$41.10	\$42.34
Shop Service Person	Shop Service Person	\$32.64	\$33.95	\$34.96	\$36.01
Student	Student	\$19.73	\$20.52	\$21.13	\$21.77
Utility Operator I	Utility Operator I	\$32.64	\$33.95	\$34.96	\$36.01
Utility Operator II	Utility Operator II	\$34.50	\$35.88	\$36.96	\$38.07
Utility Operator III	Utility Operator III	\$36.36	\$37.81	\$38.95	\$40.12
Utility Operator IV (Supervisor)	Utility Operator IV (Supervisor)	\$38.37	\$39.90	\$41.10	\$42.34

*Note: Airport Maintenance - Mechanic/Operator I shall be reclassified as an Airport Maintenance - Mechanic Operator II after completing at least twenty-four (24) months as an Airport Maintenance - Mechanic/Operator I, provided **they have** completed the required certification.

Green Circled Classifications				
Classification	01-Jan-22	01-Jan-23	01-Jan-24	01-Jan-25
Clerk I - Airport (before 8 months)	\$29.85	\$31.04	\$31.98	\$32.93
Clerk I - Airport (after 8 months)	\$31.47	\$32.73	\$33.71	\$34.72
Clerk I - Fire Hall (before 8 months)	\$29.85	\$31.04	\$31.98	\$32.93
Clerk I - Fire Hall (after 8 months)	\$31.47	\$32.73	\$33.71	\$34.72
Clerk I - Works (before 8 months)	\$29.85	\$31.04	\$31.98	\$32.93
Clerk I - Works (after 8 months)	\$31.47	\$32.73	\$33.71	\$34.72
Clerk I - Reception (before 8 months)	\$29.85	\$31.04	\$31.98	\$32.93
Clerk I - Reception (after 8 months)	\$31.47	\$32.73	\$33.71	\$34.72
Clerk II - Development Services Clerk	\$32.64	\$33.95	\$34.96	\$36.01
Clerk III - Corporate Services Clerk	\$34.50	\$35.88	\$36.96	\$38.07
Clerk III - Legislative Clerk	\$34.50	\$35.88	\$36.96	\$38.07
Accounting Clerk II	\$37.18	\$38.67	\$39.83	\$41.02
<i>Employees hired into a greencircled position prior to ratification shall retain the positions wage prior to ratification and shall be entitled to the negotiated wage increases.</i>				

LETTER OF UNDERSTANDING #1

Between

Town of Smithers

And

CANADIAN UNION OF PUBLIC

EMPLOYEES LOCAL 1570

WITHOUT PREJUDICE

Re: Inclusion of the Recreation Coordinator in the Bargaining Unit

The Parties agree that effective on the date of signing this Letter of Understanding, the previously exempt position of Recreation Coordinator within the Town of Smithers shall be considered a part of the Bargaining Unit and shall enjoy the rights, benefits, and responsibilities outlined in the current and future Collective Agreement's between the Town of Smithers and CUPE Local 1570.

The Parties agree that the Recreation Coordinator position shall be subject to the following conditions:

Recreation Coordinator – Regular Work Week and Day

1. The regular hours of work per week for the Recreation Coordinator will be thirty-five (35) hours per week, for five (5) consecutive days of work, followed by two (2) consecutive days of rest. Additionally, such employee when required shall work a split shift, provided:
 - (a) Such split shifts shall be performed within a twelve (12) hour period, and
 - (b) Such shifts may only be split once per day.

Recreation Coordinator – Hours of Work

2. The regular work day for the Recreation Coordinator shall be any seven (7) hours, as designated by the Town, between 7:00 a.m. and 7:00 p.m. exclusive of between one half (1/2) and one (1) hour for lunch.

Recreation Coordinator – Wage

3. The Recreation Coordinator classification shall be included within Schedule A of the Collective Agreement subject to the following increases:

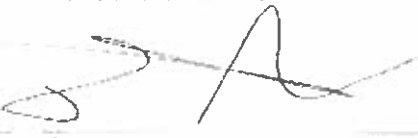
Classification	January 1, 2023	January 1, 2024	January 1, 2025
	Establishment	3.00%	3.00%
Recreation Coordinator	\$35.65	\$36.72	\$37.82

Signed this 2 day of June, 2023

For the Town of Smithers

For CUPE Local 1570


 Chief Administrative Officer


 President

LETTER OF UNDERSTANDING #2

Between

Town of Smithers

And

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 1570

WITHOUT PREJUDICE

Re: ESTABLISHMENT OF AN ARENA SUPERVISOR CLASSIFICATION

The Parties agree that effective on the date of signing this Letter of Understanding, a new classification entitled "Arena Supervisor" shall be considered a part of the Bargaining Unit and shall enjoy the rights, benefits, and responsibilities outlined in the current and future Collective Agreements between the Town of Smithers and CUPE Local 1570.

The Parties agree that the Arena Supervisor classification shall be subject to the following conditions:

1. The addition of a new Article following Article 11.05 of the Collective Agreement:

11.06 Arena Supervisor Regular Work Week and Day

- a) The Arena supervisor may work either eight (8) ten (10), or ten (10) eight (8) consecutive hour shifts in each pay period and shall be entitled to a thirty (30) minute unpaid meal break.
- b) Overtime will be granted after:
 - i. Eight (8) hours worked in one (1) day where the employee is scheduled to work ten (10) eight (8) hour shifts or eighty (80) hours worked within a single pay period.
 - ii. Ten (10) hours worked in one (1) day where the employee is scheduled to work eight (8) ten (10) hour shifts or eighty (80) hours worked within a single pay period.
- c) Vacation days, sick leave, and statutory holidays shall be granted, accrued, and taken on a day-to-day basis. That is to say ten (10) hours when the

employee is working a ten (10) hour work day and eight (8) hours when the employee is working an eight (8) hour work day

2. The addition of a new Article following Article 15.07 of the Collective Agreement

15.07 Arena Supervisor – Premium's

The arena Supervisor shall be excluded from receiving a premium under article 15.05 and 15.06 of the Collective Agreement.

3. The Arena Supervisor classification shall be included within Schedule A of the Collective Agreement at the following wage

Arena Supervisor – Wage


Classification	January 1, 2023	January 1, 2024	January 1, 2025
Establishment		3.00%	3.00%
Arena Supervisor	\$39.90	\$41.10	\$42.34

Signed this 31 day of July, 2023

For the Town of Smithers

For CUPE Local 1570


Chief Administrative Officer


President