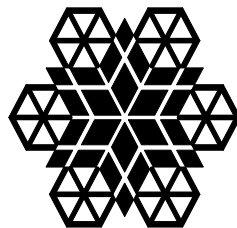


COLLECTIVE AGREEMENT

January 1, 2012 - December 31, 2014

between

DISTRICT OF KITIMAT



KITIMAT

AND

CANADIAN AUTO WORKERS
Local 2300



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THIS AGREEMENT made this 1st day of **March, 2012**

BETWEEN:

the DISTRICT OF KITIMAT
(hereinafter called the "District")

OF THE FIRST PART

AND:

the CANADIAN AUTO WORKERS LOCAL 2300
(hereinafter called "the Union")

OF THE SECOND PART

OBJECTIVE

The **objective** of this Agreement is to promote, continue **and improve** the existing harmonious relations, co-operation, **delivery of service, economic relationship** and understanding between the District and its employees, and to provide:

- (a) A basis of mutual understanding on conditions of employment, hours of work, and rates of pay;
- (b) For facilitating the prompt, fair, **reasonable** and peaceful settlement of disputes or grievances;
- (c) The people of the District of Kitimat with the highest standard of Municipal operations and services obtainable through the most economic and efficient administration of the affairs of the District;
- (d) For the promotion of the morale, well-being and security of all employees in the Bargaining Unit.

ARTICLE 2 - MANAGEMENT'S RIGHTS

- 2.01 Subject to the terms of this Agreement and without restricting the rights of the employees under the terms of this Agreement, the Union recognizes the right of the District to manage its affairs and operations and to direct its working forces, including the right to discipline or suspend or discharge for proper cause, and the right to hire, promote, assign work, demote, layoff, transfer, determine job content and evaluate jobs, and the foregoing shall not be deemed to exclude other functions of management not specifically covered in this Agreement. The District shall not exercise its rights to direct the working forces in a discriminatory manner.

ARTICLE 2 - MANAGEMENT'S RIGHTS - Continued

2.02 The parties agree that the foregoing enumeration of management's rights shall be vested in the Municipal Manager.

2.03 District Organization

The District shall provide the Union with an organization chart showing the names of management employees by department, plus an outline of responsibilities in personnel and labour relations.

ARTICLE 3 - UNION RECOGNITION

3.01 Bargaining Unit

The District recognizes the Union as the sole collective bargaining agent for those employees it is certified to represent by the British Columbia Labour Relations Board.

3.02 Work of the Bargaining Unit

Except in the case of emergency or for the purpose of giving or imparting instructions or training, or for the purpose of determining the nature of work which has been or is to be performed, no District employee excluded from the Bargaining Unit shall perform any work normally performed by a person in the Bargaining Unit.

3.03 Part-time and Temporary Employees

This Collective Agreement is fully applicable to all employees in the Bargaining Unit unless otherwise specified.

3.04 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the District or its representatives which may conflict with the terms of this Collective Agreement.

3.05 Names of Union Representatives

The Union shall notify the District in writing of the names of its Officers, shop stewards, and other persons authorized to represent the Union.

3.06 The Union agrees that a dispute shall not result in any work stoppage or slow down in the District's operations.

ARTICLE 4 - HUMAN RIGHTS

4.01 The District and Union agree that there shall be no discrimination or coercion exercised or **practiced** with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge, or otherwise by reasons of **race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, or age of that person or because that person has been convicted of a criminal or summary conviction that is unrelated to the employment** nor by reason of the employee's membership or activity or lack of activity in the Union.

4.02 Sexual Harassment

Sexual harassment shall be defined as any unwanted and **inappropriate** sexually oriented practice from one employee to another that affects employment. Sexual harassment shall be addressed as follows:

- (i) A Union Rep shall raise the matter with the Municipal Manager who shall investigate and attempt to resolve the matter.
- (ii) If unresolved in (i) the matter may be submitted as a Step 2 grievance.

"Explanatory Note"

Employee refers to employees in and out of the Bargaining Unit.

ARTICLE 5 - UNION MEMBERSHIP

5.01 Employees to be Union Members

All employees who are members of the Union shall maintain such membership in good standing as a condition of employment.

Every employee shall as a condition of employment, join the Union after not more than FIFTEEN (15) calendar days and shall maintain membership in good standing. The District, if supplied with Union membership application forms, shall deliver same to each new employee on date of hiring, or as soon thereafter as is practicable and require the employee to sign it and return it to the District. The District shall then provide them to the Union.

5.02 District to Notify of Staff Changes

The District undertakes to advise the Union Financial Secretary, in writing, on or before the 5th day of each calendar month the names of all appointments, hiring, layoffs, transfers, recalls and terminations during the preceding calendar month.

ARTICLE 5 - UNION MEMBERSHIP - Continued5.03 New Employees to be Acquainted

The District agrees to acquaint new employees with the fact that a Union Agreement is in effect, **and where the Agreement can be found on-line**, and with the conditions of employment dealing with Union membership and dues check-off. The District shall provide each new **REGULAR and Part-time** employee with a copy of this Agreement and the employee's job description. **If the Union provides the District with packages of information, all new Regular and Part-time employees shall be given a package.** Within ONE (1) week of commencing employment, each new regular, temporary and part-time employee shall be introduced to his/her Shop Steward.

ARTICLE 6 - CHECK-OFF OF UNION DUES6.01 Check-off Payments

The District shall deduct from every employee any dues, initiation fees or assessments levied by the Union. An employee shall, as a condition of employment, provide the District with a signed authorization. For new employees deductions shall commence with the **FIRST** pay period following the day of hiring.

6.02 Deductions

The District shall deduct from the appropriate payroll the amount owing to the Union by each employee and shall forward such monies to the Financial Secretary of the Union during the week following the deduction, accompanied by a list of the employees for whom the deductions were made.

ARTICLE 7 - CORRESPONDENCE

7.01 All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Municipal Manager and the Recording Secretary of the Union. A copy of any correspondence between the District or its designate and any employee in the Bargaining Unit, pertaining to the interpretation, administration or application of any part of this Agreement, shall be forwarded to the Recording Secretary of the Union, unless otherwise specified in this Agreement.

ARTICLE 8 – JOINT CONSULTATION COMMITTEE8.01 Establishment of Committee

A **Joint Consultation** Committee shall be established **to discuss matters of interest to both Parties. This committee shall** consist of up to FOUR (4) representatives as determined by the Union and up to FOUR (4) representatives of the District selected by the Municipal Manager.

ARTICLE 8 - JOINT CONSULTATION COMMITTEE - Continued8.02 Meetings of Committee

The Committee shall meet quarterly or as often as requested **in writing** by either party at a mutually agreed time and place. **All items for discussion will be included in the written request for such meeting. Union representatives shall not suffer any loss of pay for time spent on this committee. The District shall prepare minutes of the meeting and provide a copy to the Union.**

8.03 Jurisdiction of the Committee

The Committee shall not have jurisdiction over collective bargaining, collective agreement administration and grievances arising therefrom.

8.04 Function of Committee

The Committee shall be generally advisory in nature. It shall have the power to make recommendations to the Union and the District of Kitimat with respect to its discussion and conclusions.

The Committee shall generally concern itself with matters related to the following:

- (a) Considering constructive criticisms of all activities so that better relations shall exist between the District and all employees;
- (b) Improving services to the public;
- (c) Promoting safety and sanitary practices;
- (d) Reviewing suggestions from employees, questions of working conditions and practices, **correcting conditions** causing grievances and misunderstandings, reviewing policies and their applications, and reviewing proposals for alterations in the work environment;
- (e) **Promoting the cooperative resolution of workplace issues;**
- (f) **Responding and adapting to changes in the economy;**
- (g) **Fostering the development of work-related skills and promoting workplace Productivity.**

ARTICLE 9 - BARGAINING RELATIONS9.01 Representation

The Union and the District shall each name a bargaining committee. Each committee shall consist of not more than FIVE (5) representatives. Each party shall advise the other of their members on the committee and their spokesperson.

ARTICLE 9 – BARGAINING RELATIONS - Continued9.02 Use of Advisors

The Union and District shall have the right at any time to have the assistance of any advisor, when dealing or negotiating with the other party **which includes Steps of the Grievance Procedure. An advisor can be a member of the Union or a Staff Employee of the District.**

9.03 Shift Changes for Representation

The District agrees to schedule Union representatives elected or appointed under 9.01 so they do not double shift for negotiation sessions.

ARTICLE 10 - GRIEVANCE PROCEDURE10.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the District acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward shall assist any employee which the Steward represents, in preparing and presenting grievances in accordance with the grievance procedure.

10.02 Permission to Leave Work

- (a) The District agrees that Stewards shall not be hindered or coerced in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that Stewards are employed by the District and that they shall not leave their work, during working hours, except to perform their duties under this Agreement. Therefore, no Stewards shall leave their work without obtaining the permission of their Supervisor, or in the Supervisor's absence, their Department Head, which permission shall not be unreasonably withheld.
- (b) Upon obtaining the permission required under sub-section "(a)" of this Article, the Steward shall be permitted time off to handle grievances and the Steward's earnings shall be maintained, provided that the total of such time off with pay shall not exceed TEN (10) hours per month. (Second stage grievance meetings with the Municipal Manager are covered in Article 23.02.)

10.03 Definition of Grievance

A grievance shall be defined as any difference concerning the interpretation, application, or operation of this Agreement, or concerning any alleged violation thereof, or in a case where the District, the Union, or an employee has acted unjustly or improperly, and including any questions or difference as to whether any matter is arbitrable, and such question or difference shall be dealt with, without stoppage of work, as set out in Article 10.04.

ARTICLE 10 - GRIEVANCE PROCEDURE - Continued10.04 Settling of Grievance**Pre-Grievance Step**

Prior to filing a grievance a Union Representative shall raise the matter with a Department Representative to confirm the basic facts of the issue.

Step 1 - Department Level

The **Union** shall, by stating their case in writing, within SEVEN (7) working days after the incident which gave rise to grievance, **submit** the grievance to the immediate supervisor. Department representative(s) shall meet the representative to seek settlement. The department shall have FIVE (5) working days to investigate the matter and respond.

Step 2 - District Level

Failing a satisfactory response under Step 1, the Union may submit, within TEN (10) working days after the Step 1 response, the matter in writing to the Municipal Manager, or authorized representative, who shall meet with the Union Grievance Committee with a view to resolving the dispute.

The Municipal Manager, or authorized representative, shall have SEVEN (7) working days to investigate the matter and respond.

Step 3 - Arbitration Level

Failing a satisfactory response under Step 2, the Union may, within TWENTY (20) working days after the Step 2 response, submit the matter to arbitration.

Grievances submitted to a Board of Arbitration shall, where possible, be in writing, and shall clearly specify the nature of the issue.

10.05 Policy Grievance

Union grievances of a general nature only may be submitted directly to the Municipal Manager, as provided in "Step 2". If the grievance is not resolved at Step 2, it may proceed to arbitration as provided in Step 3.

ARTICLE 10 - GRIEVANCE PROCEDURE - Continued

10.06 Management Grievance

- (a) The Municipal Manager shall submit the matter in writing within FIVE (5) working days from the date of the occurrence of the incident or incidents which gave rise to the grievance to the President and Recording Secretary or the Grievance Committee of the Union and seek settlement of the matter with such persons.
- (b) If a satisfactory settlement is not reached within SEVEN (7) working days after the matter was submitted for settlement to the Union, the District may within TWENTY (20) working days refer the matter to arbitration.

10.07 Replies in Writing

All replies to grievances shall be in writing to the Shop Steward **who presented the Grievance** with a copy to the **Union**.

10.08 Grievance Committee and Stewards

The Grievance Committee shall consist of TWO (2) employees who are members of the Union. The Union shall appoint FIVE (5) Shop Stewards as follows:

Riverlodge, Tamitik, Inside Workers, Outside Workers, Chief Shop Steward.

10.09 Amending of Time Limits

Time limits mentioned in the Grievance and Arbitration articles do not include part of a day or the Statutory Holidays of this Agreement and may be extended by agreement in writing by the parties.

10.10 Time Off for Grievor

The grievor shall not suffer any loss of wages or benefits for time involved when required to attend meetings established between the District and the Union pursuant to Article 10.04.

ARTICLE 11 - ARBITRATION

11.01 Composition of Board of Arbitration

A Board of Arbitration shall consist of THREE (3) persons, one to be chosen by each party, the third, who shall be the Chair, shall be selected by the two so appointed. The representatives of the parties concerned must meet within SEVEN (7) days to agree upon a Chair. If they fail to agree on a Chair, either party may apply to the Minister of Labour to appoint a Chair. By mutual agreement, the parties may refer the matter to a single arbitrator.

ARTICLE 11 – ARBITRATION - Continued11.02 Conflict of Interest of the Chair

No person who, either directly or indirectly, has any interest in a grievance submitted to arbitration pursuant to the provision of these sections, or any person acting or who has acted in the capacity of solicitor, legal advisor, counsel, or agent of either party within SIX (6) months immediately preceding the date when the grievance was first brought to the attention of the other party, shall be appointed as Chair of the Board of Arbitration.

11.03 Decision of the Board

The Board shall deliver its award in writing to each of the parties and the award of a majority of the Board shall be the award of the Board and, failing a majority award, the award of the Chair of the Board shall be the award of the Board and shall be binding upon the parties, but in no event shall the Board have the power to alter, modify or amend this Agreement in any respect.

11.04 Expenses to the Board

Each party shall bear the expenses of the Arbitrator appointed by such party and shall pay one-half of the expenses of the Chair and of the stenographic and other expenses of the Board, unless paid by the Labour Relations Board.

ARTICLE 12 - DISCHARGE, SUSPENSION AND DISCIPLINE12.01 Written Warning or Written Reprimand

Whenever the District issues a written reprimand or written warning with the intention that disciplinary action may follow any further infraction or may follow if work is not brought up to a required standard by a given date a copy shall be sent to the Recording Secretary of the Union. Written warnings and written reprimands shall be issued within FIVE (5) working days of the last incident.

12.02 Right to Union Representation

An employee may only be suspended or discharged for just cause. An employee being suspended or discharged shall be given the reasons within TWO (2) working days in the presence of a Union representative. The District shall confirm the reasons in writing to the employee with a copy to the Recording Secretary of the Union.

12.03 Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall immediately be reinstated into the employee's former position, without loss of seniority, and shall be compensated wages for all time lost, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

ARTICLE 12 - DISCHARGE, SUSPENSION AND DISCIPLINE - Continued

12.04 May Omit Grievance Steps

An employee who has been discharged may choose to omit Step 1 of the grievance procedure and proceed directly to Step 2. Grievances dealing with suspension or discharge presented at Step 1 shall be heard by the Department Head.

12.05 Crossing of Picket Lines During Strike

An employee covered by this Agreement shall have the right to refuse to cross a legal picket line, which shall result in loss of wages for the period involved. Refusal to cross a legal picket line shall not be grounds for disciplinary action.

ARTICLE 13 - SENIORITY

13.01 Seniority is defined as the length of service in the Bargaining Unit and shall be used in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the work force and recall, as set out in other provisions of this Agreement. Seniority shall operate on a Bargaining Unit-wide basis.

13.02 Seniority List

The District shall maintain a seniority list showing the date seniority commenced and the amount of accumulated seniority. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

13.03 Probation for Newly Hired Employees

All newly hired Regular employees shall be on probation for SIX (6) months, from the date of hire. During the probationary period the employee shall be entitled to all rights and benefits of this Agreement. After completion of the probationary period, seniority shall be effective from the original date of employment. If the employee's service with the District is broken during the probation period, then upon being re-employed the previous probation time shall be reinstated and the employee shall serve the balance of the SIX (6) months' probation period provided the break is TWELVE (12) months or less.

13.04 Loss of Seniority

An employee shall not lose seniority rights if absent from work because of services with the Armed Forces during wartime, sickness, disability, accident, layoff or leave of absence approved by the District.

An employee shall only lose seniority in the event:

- (a) The employee is discharged for just cause and is not reinstated.
- (b) The employee resigns.

ARTICLE 13 – SENIORITY - Continued

- (c) The employee is absent from work in excess of FIVE (5) working days without sufficient cause or without notifying the District, unless such notice was not reasonably possible.
- (d) The employee fails to return to work within FOURTEEN (14) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the District informed of current address. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current employer reasonable notice of termination to accept the recall.
- (e) The employee is laid off for a period longer than SIX (6) months except that the period for employees with more than TWO (2) years' seniority shall be TWELVE (12) months, the period for employees with more than FIVE (5) years' seniority shall be FIFTEEN (15) months and the period for employees with more than TEN (10) years' seniority shall be EIGHTEEN (18) months.

13.05 Notification of Employee Status

On or before the expiration of the probationary period, the District shall notify the employee in writing of the employee's status.

13.06 Transfer and Seniority Outside Bargaining Unit

- (a) An employee shall not be transferred to a position outside the bargaining unit without the employee's consent. An employee promoted or transferred by the District to a position outside the bargaining unit shall retain seniority standing during a trial or probationary period of up to TWELVE (12) months. If prior to the end of this twelve month period the employee returns to the bargaining unit as a result of not being confirmed in the new position the employee shall have such time added to seniority standing. Such return shall not result in the layoff, demotion or bumping of an employee holding greater seniority.
- (b) An employee who has been promoted or transferred to a position outside the bargaining unit and has been in that position for over TWELVE (12) months shall lose accumulated bargaining unit seniority. If subsequent to losing seniority under this clause the employee returns to a bargaining unit position such return shall not result in the layoff, demotion or bumping of another Regular employee.

13.07 Seniority on Re-Classification

If a Regular employee is re-classified on the initiative of the District as a Casual, Part-time or Temporary employee, their seniority shall be maintained and continue to accumulate.

ARTICLE 14 - EMPLOYEE CLASSIFICATION

14.01 Employees shall be classified by the District as either:

- (a) Regular - Full-time, means an employee hired on to fill an established full-time position and has successfully completed the probationary period.
- (b) Regular - Part-time, means an employee working on a regular basis for less than the regular working schedule for a day or week, as defined in the hours of work Article, but not less than TWENTY (20) hours per week and has successfully completed the probationary period.
- (c) Part-time, means an employee working on a scheduled basis for LESS than TWENTY (20) hours per week.
- (d) Temporary, means an employee hired for a specified season or project, not to exceed SIX (6) months; or to replace an employee absent from work.
- (e) Casual, means an employee hired on a day to day basis for short term work or to cover a short term absence not to exceed FIVE (5) days.

14.02 Part-time, Temporary and Casual employees shall not acquire seniority except as outlined in the Part-time, Temporary, Casual, Seniority Letter of Agreement #5.

ARTICLE 15 - PROMOTIONS AND STAFF CHANGES

15.01 Job Postings (Regular Positions)

- (a) Notices of all new Regular positions and Regular position vacancies inside the bargaining unit shall be posted on the notice boards at the District Offices, Public Works Yard, Police Office, Riverlodge Recreation Centre, Pool, Tamitik Arena, K.I.R. Arena, Fire Hall Office, Purchasing and Water Bay, for a minimum of ONE (1) week, so that all members shall know about the vacancy or new position.
- (b) In an area where every member is on e-mail the District may choose to e-mail the notice to each employee in lieu of the required posting in that area.
- (c) The notice shall contain the following information related to the work to be performed:
 - Nature of position, qualifications, required knowledge and education, skills, shift, hours of work, and the wage rate.

15.02 Formal Testing

When the District intends to give applicants to a job posting formal tests, information on the nature of the test and the desired level of proficiency shall be noted on the posting.

ARTICLE 15 - PROMOTIONS AND STAFF CHANGES - Continued

15.03 Seniority

Seniority shall apply in cases of promotions, demotions and transfers when skills, competence, efficiency and qualifications of the applicants are relatively equal as related to the job posting requirements.

15.04 Trial Period

- (a) The successful applicant shall be placed on trial for a period of THREE (3) months if employed in Pay Groups ONE (1) to FOUR (4) inclusive of Schedules "A" and "B", and SIX (6) months in all other Pay Groups of Schedules "A" and "B". Conditional on satisfactory service, the employee shall be confirmed in the position, after the trial period. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, the employee shall be returned to the employee's former position and wage rate, without loss of seniority.
- (b) Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to the employee's former position and wage rate, without loss of seniority. In such cases the District shall endeavour to advise the employee, in writing, who may be bumped, with a copy to the Union Recording Secretary, of the situation. Should the District inadvertently fail to notify the employee and/or the Union, the remedy shall be provision of the required notification on becoming aware of the oversight.

15.05 Job Postings (Temporary Positions)

- (a) Notices of temporary positions expected to be EIGHT (8) weeks or longer shall be posted in the area (Office, Public Works, **Leisure Services**) in which the vacancy occurs, for a minimum of ONE (1) week. The notice shall contain the following information related to the work to be performed:
 - Nature of position, qualifications, required knowledge and education, skills, shift, hours of work and the wage rate.
- (b) The District may choose not to award a temporary position to a candidate if there would be a significant effect on operational efficiency.
- (c) The District is not required to post temporary positions created in accordance with Letters of Agreement #3 and #4, "Special" positions listed in Schedule B, casual positions and Labourer positions.

ARTICLE 15 - PROMOTIONS AND STAFF CHANGES - Continued15.06 Sand Salt Shift Posting

- (a) The District shall post for the Sand Salt Shift.
- (b) The Sand Salt Shift shall be posted at Equipment Operator III rate. The appropriate higher rate shall be paid when performing work of a higher paid position.

ARTICLE 16 - LAYOFFS AND RECALLS16.01 Definition of Layoff

A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

16.02 In the event of a layoff, employees shall be laid off in the reverse order of their seniority, providing the remaining employees can perform the work available.

16.03 Regular employees who would be laid off due to training, skill or qualification shortages shall be provided with the following:

- (a) Where appropriate to the position and the employee's ability, a reasonable period of on the job training, to learn to perform the job to an acceptable standard.
- (b) Where the employee is on layoff and requires skills and/or qualifications available through locally offered upgrading programs to secure recall, the employee shall be eligible to have the tuition fees reimbursed by the District during the period of their recall rights. On acquiring the required skills and/or qualifications but before the end of the employee's recall rights the employee may bump into an appropriate job and be given a reasonable period of orientation and/or on the job training to learn to perform the job to an acceptable standard.

16.04 Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

16.05 For the purpose of layoff and recall an employee's bargaining-unit-wide seniority shall be applied in accordance with the following areas where the layoff or recall occurs:

- (a) Public Works, including parks' maintenance and construction.
- (b) Office, including Clerical, Technical, Engineering, R.C.M.P. Clerical, Fire Department Clerical, Finance, Planning, and Public Works Clerical.
- (c) **Leisure Services**, including Park Programs, Attendants, Clerical, and Flower Bed and Shrub Tending.

ARTICLE 16 - LAYOFFS AND RECALLS - Continued16.06 Notice of Layoff

- (a) Other than casual employees, employees who are to be laid off shall be given notice in writing as specified below. It is agreed that an employee may continue to work on a day to day basis after the day of layoff stated in the notice and no further notice of layoff shall be required in such cases. Should an employee choose to work on a day to day basis for more than THIRTY (30) days, the employee shall have lost the rights to choose severance pay under Article 16.07.
 - i. Where an employee has less than ONE (1) year of service, ONE (1) weeks' notice.
 - ii. Where an employee has ONE (1) year and up to THREE (3) years' of service, TWO (2) weeks' notice, and for each subsequent year of service, an additional weeks' notice, up to a maximum of EIGHT (8) weeks' notice.
 - iii. In the case of temporary layoff of less than TWO (2) months, ONE (1) weeks' notice.
- (b) If an employee has not had the opportunity to work the days as provided in this Article, the employee shall be paid for the days for which work was not made available.
- (c) In the case of a proposed temporary layoff of less than two months that in fact exceeds TWO (2) months, the employee shall be entitled to full payment for the balance of notice that would have been required.

16.07 Severance Pay

A regular employee who is laid off is entitled to choose severance pay at any time within THIRTY (30) calendar days from the effective date of layoff. Upon acceptance of severance pay all rights under this Agreement are terminated. An employee on temporary layoff and not recalled before loss of recall rights, shall automatically be paid severance pay within ONE (1) week of loss of recall rights.

- (a) Less than THREE (3) years' service at the time of layoff:
 - one weeks' current pay for each year of service or major part thereof.
- (b) THREE (3) or more years' service at the time of layoff:
 - for the first year, of service, THREE (3) weeks' current pay;
 - for the second year of service, THREE (3) weeks' current pay;
 - for each year thereafter, ONE-HALF (½) months' current pay.
- (c) Severance pay is limited to SIX (6) months' current pay.

ARTICLE 17 - HOURS OF WORK17.01 Outside (Hourly Paid) Employees

- (a) The regular working schedule for a week shall constitute FORTY (40) hours between 7:30 a.m. Monday and 5:00 p.m. Friday. Saturday and Sunday shall be days of rest.
- (b) The regular working schedule for a day shall constitute EIGHT (8) consecutive hours between 7:30 a.m. and 5:00 p.m. from October 1 to March 31 and between 7:00 a.m. and 5:00 p.m. from April 1 to September 30, exclusive of a lunch period which shall not exceed ONE (1) hour.
- (c) For the second shift, EIGHT (8) consecutive hours between 4:00 p.m. and 12:30 a.m., with a paid meal interval of THIRTY (30) minutes. Employees on this shift shall receive EIGHT (8) hours' pay for SEVEN and ONE-HALF (7½) hours' work.
- (d) For the third shift, SEVEN AND ONE-HALF (7½) consecutive hours between 11:30 p.m. and 8:30 a.m., with a paid meal interval of THIRTY (30) minutes. Employees on this shift shall receive EIGHT (8) hours' pay for SEVEN (7) hours' work.

17.02 Inside Employees

- (a) The regular working schedule for a week shall constitute THIRTY-FIVE (35) hours as follows:
- (b) Monday to Friday - SEVEN (7) consecutive hours between 8:00 a.m. and 5:00 p.m. (except Receptionists - SEVEN (7) consecutive hours between 8:00 a.m. and 5:30 p.m.), exclusive of a lunch period which shall not exceed ONE (1) hour. Saturday and Sunday shall be days of rest.

17.03 Leisure Services

- (a) The regular working schedule for a week shall constitute FORTY (40) hours as follows:

Any FIVE (5) consecutive days from Monday to Sunday inclusive, followed by TWO (2) consecutive days of rest. The regular work day shall consist of EIGHT (8) consecutive hours, exclusive of a meal, which shall not exceed ONE (1) hour.
- (b) Regular **Leisure Services** employees whose positions are listed in Schedule A and designated by the District to work at least THIRTY-FIVE (35) hours per week on an ongoing basis, shall be considered Regular Full-time. However, their hours may be set up to EIGHT (8) hours per day or FORTY (40) hours per week at straight time.

ARTICLE 17 - HOURS OF WORK - Continued17.03 **Leisure Services - Continued**

- (c) Employees may be required to work a split shift, but such shift shall be confined to a TWELVE (12) consecutive hour period and may be broken into a maximum of TWO (2) parts. A break for a meal shall not constitute a split in shift. Each part of a split shift shall be for a minimum of TWO (2) hours. An employee shall be given a minimum of TWELVE (12) hours rest between the end of the previous day's shift and the commencement of the next. The following premiums shall apply to a split shift employee in accordance with the number of parts worked:

First part -	\$1.25/hour
Second part -	\$1.25/hour (not pyramided)

The above premium shall apply to all straight time hours worked on any split shift day. This split shift premium may pyramid with afternoon shift premium.

- (d) Employees engaged at the Rink may be required to work the following shift arrangement:

EIGHT (8) hour shift for SEVEN (7) consecutive days, followed by TWO (2) days off,

then EIGHT (8) hour shift for SIX (6) consecutive days, followed by TWO (2) days off,

then EIGHT (8) hour shift for SEVEN (7) consecutive days, followed by FOUR (4) days off, then repeat cycle.

- (e) When the majority of a **Leisure Services** Employee's regular assigned hours fall between 4:00 p.m. and 6:00 a.m. all hours on that shift shall be paid a premium as follows: \$1.20 per hour
- (f) The working schedule for Regular, Part-time and Temporary employees shall be posted TWO WEEKS in advance in a conspicuous place. Unless changed according to the collective agreement, the employee shall work the hours as per posted schedule. Apart from required overtime under the collective agreement, the District of Kitimat may offer additional hours to other than Full-time employees, acceptance of which shall be voluntary.

Please see current Article 17.09 for shift change provisions and Article 18.03 for required overtime provisions.

ARTICLE 17 - HOURS OF WORK - Continued17.03 Leisure Services - Continued

- (g) Respecting that operational considerations drive schedules, the District intends, where feasible, to normally schedule Part-time employees with seniority more hours than Part-time employees without seniority. This to be reviewed over a one calendar year period.

17.04 Essential Services

- (a) As used in this Agreement, the term "essential services" means only the activities of snow clearing, snow removal, snow stockpiling on streets, pedestrian walkways and public parking lots, and salting and sanding thereof, and the operation and maintenance of waterworks system, sewerage system, commercial refuse collection, sanitary landfill, street cleaning and related necessary maintenance on equipment used in these activities.
- (b) The work week for employees when assigned to essential services shall be either FORTY (40) hours (day shift), THIRTY-SEVEN and ONE-HALF (37½) hours (afternoon shift), or THIRTY-FIVE (35) hours (night shift) of work within any period of FIVE (5) consecutive days for emergency snow removal and related essential services during the snow season (November 1st to March 31st), but otherwise is to be scheduled 7:30 a.m. to 5:00 p.m. Monday to Saturday. There shall be TWO (2) consecutive calendar days of rest between work weeks.
- (c) Notwithstanding anything contained in paragraph (b) above, when an employee assigned to essential services is required by the District to change from a currently assigned Monday to Friday work week to a different work week (FIVE (5) consecutive days) or shift, the employee shall be given a minimum of ONE (1) day of rest and, if the employee so chooses, an additional one-half (½) day leave of absence without pay before starting the new shift. This shall also apply when the employee is required by the District to change back to the normal Monday to Friday work week.
- (d) The daily work schedule for such employees shall be a scheduled period of either EIGHT and ONE-HALF (8½) consecutive hours (day shift), EIGHT (8) consecutive hours (afternoon shift) or SEVEN and ONE-HALF (7½) consecutive hours (night shift).
 - (i) The hours for day shift shall be from 8:00 a.m. to 4:30 p.m. with an unpaid meal interval of THIRTY (30) minutes. Employees on day shift shall receive EIGHT (8) hours' pay for EIGHT (8) hours' work.
 - (ii) The hours for afternoon shift shall be from 4:30 p.m. to 12:30 a.m., with a paid meal interval of THIRTY (30) minutes. Employees on afternoon shift shall receive EIGHT (8) hours' pay for SEVEN and ONE-HALF (7½) hours' work.

ARTICLE 17 - HOURS OF WORK - Continued17.04 Essential Services - Continued

- (d) (iii) The hours for night shift shall be from 12:30 a.m. to 8:00 a.m., with a paid meal interval of THIRTY (30) minutes. Employees on night shift shall receive EIGHT (8) hours' pay for SEVEN (7) hours' work.
- (e) The District may institute a swing shift for snow and ice control, which shall consist of a combination of day, afternoon and night shifts, not to exceed FIVE (5) daily shifts in a work week. An employee working a swing shift shall have a maximum of ONE (1) "short change" within THREE (3) work weeks. "Short change" shall mean no less than SEVEN and ONE-HALF (7½) consecutive hours between daily shifts. The work week and work day shall be defined in paragraphs (b) and (d) above. A premium of NINETY (90¢) cents per hour shall be paid for all hours worked on a swing shift.
- (f) The District may institute a ONE (1) or TWO (2) person shift to provide coverage in the early morning hours for snow and ice control. The hours of work for this shift shall be 3:00 a.m. to 11:30 a.m. Wednesday to Sunday. A premium of NINETY (90¢) cents per hour shall be in effect for all hours worked on this shift. The Equipment Operator III rate shall apply for all hours when an employee is alone on duty under this shift arrangement.
- (g) When an employee assigned to essential services is required by the District to change from the currently assigned shift to a new shift, the employee shall be paid at the rate of time and one-half for all regularly scheduled hours worked throughout the first day of work on the new shift, unless the employee has been notified of such change of shift at least TWENTY-FOUR (24) hours prior to commencement of the new shift.

17.05 Establishment of Other Shifts

Other shifts may be established by mutual agreement between the District and the Union. However, if mutual agreement on shifts cannot be reached within SEVEN (7) working days after the proposed shift was first submitted to the Union, the District may, within TEN (10) working days, refer the matter to arbitration.

17.06 Commencement of Shifts

Shifts shall commence and end at the employee's regular place of work; or at the job site as designated by the Department Head.

17.07 Sunday Premium

Employees shall receive a premium of **TWO DOLLARS AND THIRTY CENTS (\$2.30)** per hour for all straight time hours worked on a Sunday.

ARTICLE 17 - HOURS OF WORK - Continued17.08 Rest Periods

Employees shall be entitled to TWO (2) TEN (10) minute rest periods during each shift.

17.09 Notice of Shift Change

The District has the right to change an employee's schedule of working hours when shift work is required, provided that an employee is given at least FORTY-EIGHT (48) hours' notice of such shift change. In the event of a program or program session cancellation in the **Leisure Services** Department, a minimum of TWENTY-FOUR (24) hours' notice of shift change shall be required. Failure to notify the employee(s) concerned shall necessitate the payment to the employee at the rate of time and one-half for all regular hours worked throughout the employee's first day of work on the new shift.

17.10 Minimum Daily Pay

- (a) An employee reporting for work shall be paid a minimum of TWO (2) hours if the employee does not commence work or, where the employee commences work, a minimum of FOUR (4) hours, except for a **Leisure Services** Department employee, employed as an instructor who shall be paid a minimum of TWO (2) hours when commencing work.
- (b) Notwithstanding 17.10 (a), the minimum daily pay for a high school student reporting for work as a Gym Marshal, Rink Marshal, Admission Clerk, or a Concessionaire on a school day shall be TWO (2) hours.

17.11 Reduction in Work Week

In the event that the hourly paid workers of a major Kitimat Industry receive a reduction in work week during the life of this Agreement, the District agrees to negotiate terms of a similar reduction in work week with its employees, with any Agreement resulting from such negotiations to be effective no earlier than January 1 of the year after the expiry date of this Agreement. Such negotiation shall not lead to District employees working less hours than that of major Kitimat Industry.

17.12 First Aid Attendants

Employees designated by the District as First Aid Attendants and holding the required First Aid Certificate shall be paid a premium of **SEVENTY FIVE CENTS (.75¢)** per hour for all hours worked.

ARTICLE 18 - OVERTIME18.01 Overtime Defined

All time worked before or after the regular work day, the regular work week or on a holiday, as specified herein, shall be considered overtime.

ARTICLE 18 - OVERTIME - Continued18.02 Compensation for Working Overtime

All overtime work shall be paid as follows:

- (a) First TWO (2) hours in excess of regular work day or regular work week at ONE and ONE-HALF (1½) times an employee's regular basic rate, but excluding from the calculations for the regular work week hours worked in excess of the regular daily hours.
- (b) All hours in addition to the two hours mentioned in (a) hereof in excess of regular work day or regular work week at TWO (2) times an employee's regular basic rate, but excluding from the calculations for the regular work week hours worked in excess of the regular daily hours.
- (c) For scheduled overtime on Saturdays or the employee's first day of rest:

First TWO (hours) at ONE and ONE-HALF (1½) times an employee's regular basic rate and for all hours thereafter TWO (2) times an employee's regular basic rate.
- (d) On Sundays or the employee's second day of rest all hours at TWO (2) times the employee's regular basic rate.

18.03 Overtime - Voluntary/Required

Overtime shall be voluntary. However, employees may be required to work overtime to complete work requiring urgent completion or because of essential services requiring urgent attention.

18.04 Overtime Maximum Hours

Nothing in this Agreement shall be interpreted as restricting the right of the District to send an employee home for the day after the employee has put in TWELVE (12) consecutive hours of work, regardless of when these TWELVE (12) hours occur.

18.05 Compensating Time Off

The Union agrees that employees may perform work outside their regularly scheduled hours of work without pay to compensate for time off with pay approved by the Department Head or the Department Head's delegate for periods of one day or less.

18.06 No Pyramiding

Unless otherwise provided, there shall be no pyramiding of overtime and premium rates of compensation. When two or more types of overtime and/or premiums apply to the same hours of work, only the higher rate shall be paid.

ARTICLE 18 - OVERTIME - Continued18.07 Banked Overtime

In lieu of pay for overtime an employee may elect to put the hours at the appropriate overtime multiple into banked time. Banked time may be taken later as time off at a time satisfactory to the District; or paid out on request. Banked time shall not exceed 144 hours at any one time. Employees may request a maximum of ONE (1) separate cheque per year.

ARTICLE 19 - EMERGENCY CALL-OUT19.01 Call-out Defined

- (a) A "Call-out" is defined as that occasion when an employee is required to leave from and return to, except for meals, the employee's place of residence, or other place where the employee is contacted, outside of the hours of the employee's working shift in order to perform work for the District. Previously scheduled overtime shall not constitute a call-out.
- (b) An employee who, before the end of the employee's shift, is requested to return to work between the hours of 4:30 p.m. and 6:30 p.m. to complete work requiring completion and which could not conveniently be completed by working continuously beyond the end of the employee's shift, shall not be considered on a "call-out".

19.02 Call-out Compensation

"Call-out" time shall be paid at double time rates of pay. The minimum pay shall be TWO (2) hours at double time. The call-out shall not extend beyond the conclusion of the work necessitating the call-out.

ARTICLE 20 - STATUTORY HOLIDAYS20.01 Paid Holidays

The District recognizes the following as paid holidays:

New Year's Day	Good Friday
Easter Monday	Victoria Day
Canada Day	B.C. Day
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	

And any other day declared or proclaimed as a Statutory Holiday by the Federal, Provincial, or Municipal Government.

If by law or decree another day is substituted for the observance of any holiday, the day of observance shall be considered as the holiday insofar as payment for the listed Statutory Holiday is concerned.

ARTICLE 20 - STATUTORY HOLIDAYS - Continued20.02 Entitlement

All employees shall be entitled to receive pay for statutory holidays, falling within their period of employment, excluding:

- a) casuals;
- b) employees who receive pay for the Statutory Holiday from the **WorkSafeBC**;
- c) employees on a leave of absence without pay in excess of 30 days;
- d) Regular Full-time employees in their first 30 calendar days of employment.

20.03 Pay for Statutory Holiday

- (a) An entitled Regular Full-time employee shall receive a day's pay at the employee's regular basic rate for each of the Statutory Holidays.
- (b) An entitled Regular part-time employee and employees on the "Part-time, Temporary and Casual Employees" seniority list shall receive 4.1% of straight time hours paid. Payment will be made each pay. A Regular Part-time employee may choose to receive pay for statutory holidays based on the average hours worked in the previous two pay periods. The employee must notify the District prior to December 10 with the change in system being effective January 1.
- (c) An entitled Temporary or Part-time employee not on the "Part-time, Temporary, and Casual Employees" seniority list shall receive 2% of straight time hours paid. Payment will be made with each pay.
- (d) Where the Statutory Holiday is observed on a day the employee is not scheduled to work, the District shall have the option to grant the employee another day off in lieu thereof, or require it be taken in conjunction with annual vacation, but in either case the day's pay shall be the sum to which the employee was entitled on the day the Statutory Holiday was observed.
- (e) An eligible employee temporarily employed at a rate of pay higher than the employee's regular basic rate shall be paid, when entitled to pay for a Statutory Holiday, at the higher rate of pay providing the employee has been continuously employed at the higher rate for at least FOUR (4) days out of the immediately preceding FIVE (5) working days.

20.04 Statutory Holiday During Vacation

If a Statutory Holiday to which an employee would otherwise be entitled falls within or in conjunction with the annual vacation period, the employee shall receive ONE (1) additional day of vacation with pay in lieu of the said Statutory Holiday, which shall be taken with the applicable annual vacation.

20.05 Work on a Statutory Holiday

An employee who works on a Statutory Holiday, shall be paid TWO (2) times the employee's rate of pay for all hours worked.

ARTICLE 21 - VACATIONS21.01 Length of Vacations

Regular Full-time and Regular Part-time employees shall accumulate a vacation period based on years of service as follows:

- (a) Less than 1 year. An employee who has less than ONE (1) year's service at the end of the vacation year shall be entitled to ONE and ONE QUARTER (1¼) working days in each calendar month in the vacation year during which the employee has worked at least SEVENTEEN (17), to a maximum of FIFTEEN (15) working days.
- (b) In second year to the fifth year inclusive, FIFTEEN (15) working days per year.
- (c) In the sixth year or any year thereafter, TWENTY (20) working days per year.
- (d) In the thirteenth year or any year thereafter, TWENTY-FIVE (25) working days per year.
- (e) In the twentieth year or any year thereafter, THIRTY (30) working days per year.
- (f) In the twenty-sixth year or any year thereafter, THIRTY-FIVE (35) working days per year.
- (g) In the thirtieth year or any year thereafter, THIRTY-SIX (36) working days per year.

The "Vacation year" shall mean the period between January 1 and December 31. The vacation period taken in the current year shall be the vacation entitlement accumulated at December 31 of the previous year.

21.02 Payment for Vacations

- (a) For Regular Full-Time and Regular Part-Time employees, payment for vacations shall be at the employee's current basic wage rate and shall be on a "continuous" basis by direct deposit.
- (b) For each period consisting of THIRTY (30) consecutive days an employee is absent from work in the vacation year, there shall be deducted from the vacation pay to which the employee would otherwise be entitled in the succeeding year, ONE-TWELFTH (1/12) of the vacation pay, provided that for this purpose time spent on vacation for which the employee is paid under this Article, or paid time lost because of sickness or accident shall be considered as time worked.

ARTICLE 21 - VACATIONS - Continued21.02 Payment for Vacations - Continued

- (c) (i) Part-time, Temporary and Casual employees with Seniority shall be paid vacation pay at a rate of SIX (6) percent on each cheque.
- (ii) Part-time, Temporary and Casual employees without Seniority shall be paid vacation pay at a rate of FOUR (4) percent on each cheque.

21.03 Vacation Pay Upon Termination

- (a) Part-time, Temporary and Casual employees:
 - FOUR (4) (without Seniority) and SIX (6) percent (with Seniority) on any amount on which vacation pay was not previously applied.

- (b) Regular Full-time and Regular Part-time employees:

- in the first to fifth accrual year - 6%;
- in the sixth to twelfth accrual year - 8%;
- in the thirteenth to nineteenth accrual year - 10%;
- in the twentieth to twenty-fifth accrual year - 12%;
- in the twenty-sixth and subsequent accrual years - 14%.

If the employee does not give at least TWO (2) weeks notice of quitting the above percentages shall be reduced by 2%.

21.04 Request for Vacation Period

All vacations must be taken at a time satisfactory to the District but shall, if the employee makes a request in writing at least THIRTY (30) days prior to a requested date, be arranged where possible in accordance with the express preference of the employee. Except for a case of an unforeseen Municipal emergency, once an employee's vacation has been approved it shall not be changed except by mutual agreement. Vacation requests shall not be unreasonably denied.

21.05 Vacation Carry Over

An employee whose vacation entitlement is FIFTEEN (15) working days or more, may carry FIVE (5) of those days over into the succeeding vacation year. A request to carry over FIVE (5) days should be submitted to the Supervisor before December 1st. An employee whose vacation entitlement is TWENTY (20) working days or more, may carry over TEN (10) of those days into the succeeding year. A request to carry over TEN (10) days should be submitted to the supervisor before December 1st.

ARTICLE 21 - VACATIONS - Continued21.06 Broken Vacation Periods

Vacations may be taken in increments of not less than FIVE (5) days with the exception that up to TEN (10) days may be taken individually or in combinations of up to FOUR (4) days at a time.

21.07 Illness or Bereavement During Vacation

Sick leave or bereavement leave may be substituted for vacation where it can be satisfactorily established by the employee that a confining illness, incapacitating accident or a death occurred while on vacation. A claim based on a confining illness or incapacitating accident must be accompanied by a doctor's certificate and must be for a minimum period of two continuous days. Travel for bereavement would be related to the **employee's** location at the time of the death.

21.08 Taking Vacation

Vacation entitlement not taken or carried over shall not be paid out. Employees are responsible for making all reasonable efforts to ensure that vacation due in a particular year is either taken or carried over as provided in this Article. Employees with excess vacation at year end must schedule and take this vacation as soon as possible which shall not be later than February 28 for Office employees or April 30 for all Yard and **Leisure Services** employees.

21.09 Deferred Vacation for Early Retirement

In the five years before expected retirement, a Regular employee with TWELVE (12) or more years service, shall be allowed vacation carryover for early retirement. Any vacation entitlement in excess of TEN (10) days may be carried over for early retirement. On taking early retirement vacation the employee shall receive continuous pay cheques and full employee benefits. Official retirement day for the purposes of pension and termination shall be on exhausting the deferred vacation.

ARTICLE 22 - SICK LEAVE (Short Term Disability)22.01 Sick Leave Defined

"Period of Disability" means the period of time an employee is absent from work under the terms of this Agreement with or without pay, by virtue of being sick or disabled, exposed to a contagious disease, or under treatment of a physician, chiropractor or dentist, or because of an accident for which compensation is not payable under the **WorkSafeBC**. An employee must make every reasonable attempt to notify his/her supervisor of an absence due to illness before the commencement of an employee's regular shift.

ARTICLE 22 - SICK LEAVE (Short Term Disability) - Continued

22.02

Sick Leave Payment

- (a) The District shall for all Regular Full-time and Regular Part-time employees who have completed THREE (3) months continuous employment, subject to the conditions as set forth herein:
 - (i) Pay the employee full pay at the employee's regular basic rate commencing with the first working day of disability due to hospitalization as an in-patient or as an out-patient for non-elective day surgery requiring spinal or general anaesthetic (upon request, the employee shall provide verification to the satisfaction of the District), up to a maximum of NINETY (90) working days' pay,
 - (ii) For Regular Full-time employees in Outside Positions, pay the employee full pay at the employee's regular basic rate commencing with the thirteenth working hour of disability, up to a maximum NINETY (90) working days pay;
 - (iii) For Regular Full-time employees in Inside Positions, pay the employee full pay at the employee's regular basic rate commencing with the eleventh working hour of disability, up to a maximum NINETY (90) working days pay;
 - (iv) For Regular Part-time employees, pay the employee full pay at the employee's regular basic rate commencing with the tenth working hour of disability, up to a maximum NINETY (90) working days pay.
- (b) On January 1 of each year Regular employees actively at work, shall receive banked time as follows (employees on vacation/banked time absences are considered 'actively at work'):
 - (i) Regular Full-time employees in outside positions - 24 hours
 - (ii) Regular Full-time employees in inside positions - 21 hours
 - (iii) Regular Part-time employees - 18 hours
 - (iv) Employees who become Regular after January 1, or who return to 'actively at work' status, shall receive banked time as follows:
 - full allotment on becoming a Regular or active in the first quarter
 - two-thirds allotment on becoming a Regular or active in the second quarter
 - one third allotment on becoming a Regular or active in the third quarter

ARTICLE 22 - SICK LEAVE (Short Term Disability) - Continued22.02 Sick Leave Payment - Continued

- (c) When an absence due to a disability exceeds THREE (3) working days, the employee shall, if requested, furnish the District with proof to its satisfaction that the employee was and or is totally disabled and is prevented continuously from performing any and every duty of any occupation, and thereafter shall provide the same during the period of disability as and when requested by the District, and failure to do so shall result in the stopping of the payment of wages.
- (d) Where an employee, within ONE (1) month after returning to work following a disability in respect of which benefits are payable under this Article, again becomes disabled due to the same or related cause or causes, the later disability shall be deemed to be a continuance of the previous disability for the purpose of determining the maximum benefits payable.
- (e) When the District requires an employee to produce medical proof of disability or illness, such cost not covered by medical insurance, shall be borne by the District.
- (f) When an employee has worked at a higher paying position for THIRTY (30) continuous calendar days immediately prior to becoming disabled, benefits received shall be based on the higher pay rate.
- (g) If an employee on Sick Leave is absent for more than ONE (1) day from their community of residence for other than medically necessary reasons, the time out of the community shall be unpaid sick leave. Employees on sick leave shall notify the District in advance of absences from the community. This leave can be taken as either vacation, banked time or unpaid leave of absence at the employee's option.

22.03 Disabilities Not Eligible for Payment

Benefits are not payable under the following situations:

- (a) Disability resulting from wilfully self-inflicted injury or from an attempt at self-destruction.
- (b) Where the absence results from the use of drugs or alcohol, unless the employee is receiving continuing treatment under the care of a licensed physician or on referral from a licensed physician as an inpatient at a recognized treatment centre.
- (c) Where the absence is a result of injury incurred in employment for an employer other than the District.
- (d) In respect of disabilities resulting from pregnancy:
 - (i) During any period of formal maternity leave taken by the employee pursuant to Provincial or Federal law, or pursuant to mutual agreement between the employee and the District.

ARTICLE 22 - SICK LEAVE (Short Term Disability) - Continued

22.03 Disabilities Not Eligible for Payment - Continued

- (ii) During any period for which the employee is paid Unemployment Insurance Maternity benefits.
- (e) In respect of disabilities resulting in elective or voluntary medical procedures, unless such medical procedures are performed as a result of an illness or accident or for complications resulting from such elective or voluntary medical procedures, or unless certified as necessary for health reasons by a medical practitioner.

22.04 Continuing Disability

- (a) After an employee has been paid the maximum of NINETY (90) working days' pay provided for in Article 22.02 (a) the employee shall be **considered to be on medical layoff**. All benefit plans, including recall rights, shall be continued for a further NINETY (90) working days. If, after NINETY (90) working days on **medical** layoff the employee is still unable to work in the employee's established position, the employee, notwithstanding any other provision herein contained, may be terminated, except if, in the opinion of two medical doctors licensed to practice in the Province of B.C., the employee shall recover and be capable of resuming their job within TWO (2) years of the end of the second NINETY (90) days.
- (b) No employee shall be terminated while in receipt of benefits under this Article, or while receiving compensation from the **WorkSafeBC** as a result of an injury or sickness arising out of employment with the District, or while in receipt of sick benefits from the Unemployment Insurance Commission or while awaiting for LTD benefits to commence. Provided, however, that where an employee is unable to return to work because of a compensable illness or injury and has been granted a pension by the **WorkSafeBC**, employment with the District shall be considered terminated and all Municipal benefits shall cease as from the effective date of the pension.
- (c) Absence due to sickness or disability resulting from an accident not covered under Article 22.02 shall not in itself constitute a cause for discharge of an employee, provided it is possible for such employee, in the opinion of TWO (2) medical practitioners licensed to practice in the Province of British Columbia, to return to work within THREE (3) months of such sickness or disability, and to carry on the employee's regular duties in the services of the District.

22.05 WorkSafeBC - Benefits

- (a) A Regular employee eligible for sick leave who is absent due to an accident or illness while at work for the District and which is compensable by the **WorkSafeBC** shall receive the benefits of Article 22.02, but the employee shall turn over to the District all salary compensation received from the **WorkSafeBC** except any permanent partial or permanent full disability awards.

ARTICLE 22 - SICK LEAVE (Short Term Disability) - Continued22.05 WorkSafeBC - Benefits - Continued

- (b) If an employee is eligible for **WorkSafeBC** benefits but declines to apply or refuses **WorkSafeBC** benefits, then any sick leave shall be paid at 60%. If the employee receives a wage loss settlement from ICBC, the District of Kitimat shall be reimbursed.

22.06 Temporary Employees

- (a) A Temporary employee shall be eligible for sick leave, commencing with the THIRTEENTH (13) working hour of disability, up to a maximum NINETY (90) working days pay, if they work TWENTY (20) or more hours per week and have completed THREE (3) months continuous employment. Benefits shall cease upon the anticipated date of layoff or termination.
- (b) Temporary employees, upon becoming eligible for sick leave, shall receive SIX (6) hours of banked time to a maximum of one time per year.

ARTICLE 23 - LEAVE OF ABSENCE23.01 Negotiation Pay Provisions

Up to FOUR (4) representatives of the Union for the purpose of negotiating in order to carry on collective bargaining, pursuant to the provisions of the "Labour Relations Code of British Columbia" shall not suffer any loss of pay or benefits for the time involved in such negotiations with the District.

23.02 Meetings with Municipal Manager

Up to TWO (2) representatives of the Union shall not suffer any loss of pay or benefits for time involved in meetings arranged with the Municipal Manager or delegate regarding Union matters arising out of this Agreement.

"Explanatory Note"

Any meetings arranged to settle a matter or grievance before arbitration would be covered. This Article can not be applied to time associated with the Arbitration hearing. The hearing, and associated caucuses is not a meeting with the Manager.

23.03 Joint Job Evaluation

Up to TWO (2) representatives of the Union shall not suffer any loss of pay or benefits for the time involved in joint job evaluation meetings.

ARTICLE 23 - LEAVE OF ABSENCE - Continued23.04 Leave of Absence for Union Functions

- (a) Upon request to the District, an employee elected or appointed to represent the Union at conventions, seminars, executive and committee meetings of CAW, its affiliated or chartered bodies, and any labour organizations with which the Union is affiliated, may be allowed leave of absence without pay and without loss of benefits or seniority accumulation. Leave of absence shall not be unreasonably withheld.
- (b) The District shall pay wages and benefits and bill the Union for such pay plus the cost of **WorkSafeBC**, E.I., CPP, and Superannuation.

23.05 Leave of Absence for Full-Time Union Duties

An employee elected or appointed to a full-time position with the Union or CAW, its affiliated or chartered bodies, shall be granted leave of absence without compensation for a period of up to ONE (1) year. The District may, if requested by the Union in writing, extend the leave of absence for a further ONE (1) year.

Maintenance of pay and benefits and associated reimbursement shall be arranged between the District and Union on a case by case basis.

23.06 Leave For Union Business

- (a) An employee, who provides the District with reasonable notice, may be allowed leave of absence without pay and without loss of benefits or seniority accumulation to attend to Union Business.
- (b) The District shall pay wages and benefits and bill the Union for such pay plus the cost of **WorkSafeBC**, E.I., CPP, and Superannuation.

23.07 Paid Bereavement Leave

- (a) A Regular employee shall be granted THREE (3) days leave of absence without loss of wages or benefits on the death of a member of the employee's immediate family. Additional leave with pay up to TWO (2) days, as required, shall be granted when travel is required.
- (b) Immediate family shall mean parent or legal guardian, spouse, child, grandchild, brothers, sisters, parents-in-law, brother-in-law, sister-in-law, grandparents and fiancé(e).

"Explanatory Note"

Travel days shall apply to distances beyond Kitimat/Terrace.

Must have announced engagement (Fiancé(e)). Further, taking any bereavement leave must be reasonably associated with the time of death.

ARTICLE 23 - LEAVE OF ABSENCE - Continued23.08 Paid Jury or Court Duty Leave

The District shall grant leave of absence without loss of seniority or benefits to an employee who serves as Juror, or Witness in any Court. The District shall pay such an employee the difference between normal earnings and the payment received for jury services or Court Witness, excluding payment for travelling, meals or other expenses. The employee shall present proof of service and the amount of pay received. Time spent by an employee required to serve as a Court Witness in any matter arising out of the employee's employment shall be considered as time worked at the regular rate of pay. The District agrees to schedule employees so they do not double shift for jury or court duty.

23.09 Pallbearer's Leave

A Regular employee shall be granted ONE-HALF (½) day leave without loss of pay to attend a funeral as a Pallbearer. Pallbearer's Leave in excess of TWO (2) per calendar year shall be without pay.

23.10 Maternity Leave

- (a) An employee shall have the right, upon written request, to leave of absence for pregnancy on the following basis:
 - (i) An employee shall be granted unpaid leave to a maximum of TWELVE (12) months at the employee's option.
 - (ii) The employee shall provide at least TWO (2) weeks notice prior to returning to work.
 - (iii) Upon return to work, the employee shall be placed in her former job, or another which is consistent with her classification, seniority, qualifications and former wage rate.
 - (iv) Upon return to work, a Regular employee and an employee on the "Part-time, Temporary, and Casual Seniority List" shall be credited with all seniority benefits based on calendar time to which they would have been entitled had the leave not taken place. Non-Regular employees who are not on the "Part-time, Temporary and Casual Seniority List" shall resume their hour accumulation and their ONE-HUNDRED (100) day countdown on their return to work at the point where they left off.
 - (v) Upon return to work, an employee shall be credited with any wage increments to which they would have been entitled had the leave not taken place.
 - (vi) The District shall continue to provide coverage and pay its share of premiums for all the employee benefits to which the employee is entitled while on maternity leave.

ARTICLE 23 - LEAVE OF ABSENCE - Continued23.10 Maternity Leave - Continued

- (vii) When an employee gives birth before a request for maternity leave is made, maternity leave will be deemed to have started on the day of the birth.
 - (viii) A birth father shall be eligible for up to THIRTY-SEVEN (37) consecutive weeks of unpaid leave beginning after the child's birth and within FIFTY-TWO (52) weeks of the birth.
 - (ix) The District may require an employee to commence maternity leave where the employee can not reasonably perform their duties.
 - (x) Employees who meet the requirements for Sick Leave shall be eligible for the benefits of the Supplemental Unemployment Benefits Plan.
- (b) A non birthing employee shall receive ONE (1) paid day for the birth of their child or adoption of their child.

23.11 Adoption Leave

The period of leave and other conditions in the Maternity Leave Article apply when an employee requests in writing Adoption Leave.

23.12 General Leave

Leave of absence without pay and without loss of seniority may be granted upon the written application to the appropriate Department Head by any employee. Such leave must be taken at a time satisfactory to the District.

23.13 Leave for Public Duties

The District recognizes the right of employees to run for public office. Upon written request to the Municipal Manager, an employee shall be granted up to three months leave of absence without pay to be a candidate for a full time office as an MP or MLA. On being elected, and upon written request to the Municipal Manager, the employee shall be granted an indefinite leave of absence without pay or benefits for a period of up to five years or until a subsequent election is held - whichever period is longer.

23.14 Family Responsibility Leave

All employees are entitled to up to FIVE (5) days unpaid Family Responsibility Leave per year in accordance with the rules of the Employment Standards Act.

An excerpt from the Employment Standards Act providing details on this leave appears at the back of the Collective Agreement as Appendix A.

ARTICLE 23 - LEAVE OF ABSENCE - Continued23.15 Compassionate Care Leave

All employees are entitled to up to 8 weeks of unpaid Compassionate Care Leave in accordance with the Employment Standards Act.

An excerpt from the Employment Standards Act providing details on this leave appears at the back of the Collective Agreement as Appendix A.

ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES24.01 Pay Days

- (a) The District shall pay wages bi-weekly (Friday), in accordance with Schedules "A" and "B" attached hereto and forming part of this Agreement, for wages earned up to and including the previous Saturday. Employees shall be paid by direct deposit to an account of the employees' choice that will accept such deposit. After each pay day each employee shall receive an itemized statement of earnings and deductions. Employees' statements of earnings and deductions shall be available for pick up at the District Office, Public Works Yard, RCMP, Firehall, Tamitik or Riverlodge, whichever is appropriate, at 12:00 noon on Friday. The District agrees to provide a cheque to any new employee until they can set up the required account and to any Casual or Temporary employee whose short term of work makes it impractical to designate an account.
- (b) Notwithstanding anything contained herein, it is agreed that the District may vary the procedure for payment of wages to meet the requirements and/or limitations of computer processing and preparation of payroll cheques.

24.02 Pay on Termination

Employees terminating shall be paid, whenever possible, on the day of such termination, or arrangements shall be made for the pay cheques to be mailed the following working day.

24.03 Pay on Promotion

- (a) An employee promoted to a higher paying position shall receive the rate for the new position. When the new position carries a wage range, the employee shall receive the wage next higher than his/her previous wage.
- (b) When the promotion is to a position which carries a wage range and the employee has served SIX (6) months in the position the employee was promoted to, the employee shall, no later than SIX (6) months after the date of promotion, advance to the next step level above that in which the employee entered the new position.
- (c) After FIVE (5) years as a Regular Labourer II employees shall be promoted to Labourer III.

ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES - Continued24.04 Pay on Temporary Assignment(a) Higher Rated Job

When an employee temporarily relieves in or performs the principal duties of a higher paying position, the employee shall receive the rate for the job. When that position carries a wage range, the employee shall receive the next higher step than their previous rate or SEVENTY-FIVE (75) cents per hour, whichever is greater.

Explanatory Note

“Principal Duties of a Higher Paying Position” refers to performing job duties that distinguish your position from a higher paying position, that you are reasonably seen to have moved from performing your job to performing the higher paying one. (explanatory note added for clarity in 2012)

(b) Lower Rated Job

- (i) When an employee is temporarily assigned by the District to a position paying a lower rate, which shall include temporary assignments/placements for medical reasons, the employee's regular rate shall not be reduced;
- (ii) When an employee applies for a temporary posting paying a lower rate, the employee shall receive the lower rate. If an employee is awarded a posting for medical reasons their regular rate of pay shall not be reduced.

24.05 Premium Pay for Abnormal Conditions

Employees engaged in the operation of the asphalt distributor, tar bucket, cement mixer, concrete, crack sealing wand and work involving road repairs, asphalt inspection and testing where in the opinion of the Department Head or delegate, boots and/or clothing suffer damage, shall be paid the sum of THIRTY-FIVE (35) cents an hour over and above their basic hourly rate as compensation for such damage.

Employees, when operating the pavement breaker or air tamper, shall be paid the sum of THIRTY-FIVE (35) cents an hour over and above their basic hourly rate.

When employees are engaged in the removing of solids from sewage lift station walls, they shall be paid the sum of THIRTY-FIVE (35) cents an hour over and above their basic hourly rate.

When employees are engaged in sanitary sewer cleaning, the repair of a sanitary sewer, sewer and water inspection or waste plant work, and come in contact with the sewer material, they shall receive an additional THIRTY-FIVE (35) cents an hour, over and above their basic hourly rate.

ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES - Continued24.06 Aquatic Staff Compensation for Training

- (a) The District shall reimburse aquatic employees the cost of recertification fees upon gaining recertification only for those qualifications required by the employee's current job description. The District shall ensure that recertification courses are provided at no loss of pay. The District will post a list of recertification courses every FOUR (4) months. If recertification opportunities are not available in Kitimat, the District shall pay the costs involved in the recertification. The District will not pay any expenses if an employee fails a recertification course. Such courses are subject to Department Head approval. Should employees fail to realign their recertification schedules with the courses offered by the District, the employees may pursue alternative recertification at their own expense.
- (b) The District shall provide TWO (2) hours pool time every FIVE (5) weeks to the aquatic staff as part of in-service.
- (c) The District shall compensate each swimming instructor who completes the instruction program prescribed by way of a premium for time spent off duty in course and exam preparation, and course marking at the instructor's regular rate of pay as and when the following courses and programs are conducted:

Canadian Red Cross Society Levels:

All Red Cross swim pre-school levels	45 minutes
Parent and tot levels (Starfish and Duck)	45 minutes
Aqua adult 1	45 minutes
Aqua Adult 2, 3	1 hour & 45 minutes
Levels 1 through 4	45 minutes
Levels 5 through 7	1 hour & 15 minutes
Levels 8 through 10	2 hours

Royal Lifesaving Society Canada Levels:Canadian Swim Patrol

Rookie Patrol	1 hour
Ranger Patrol	1 hour & 30 minutes
Star Patrol	2 hours & 30 minutes
Junior Lifeguard	6 hours

Bronze Family Programs

Bronze Star	5 hours
Bronze Medallion	5 hours
Bronze Cross	6 hours
Award of Merit	14 hours
Award of Distinction	20 hours
L.S. Instructions	30 hours

Specialized Courses:

Assistant Water Safety Instructor	30 hours
Water Safety Instructor (1 person per year)	30 hours
National Lifeguard (1 person every 2 years)	40 hours

ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES - Continued

- 24.06 (d) Aquatic Helper to Lifeguard/instructor I progression shall be as follows:
- (i) The entry level position shall be Aquatic Helper.
 - (ii) At 500 hours worked, provided the employee has the required qualifications, the employee shall progress to the midpoint of the Aquatic Helper and the Lifeguard/Instructor I rate.
 - (iii) At 1000 hours worked, provided the employee has the required qualifications, the employee shall progress to the Lifeguard/Instructor I rate.
- 24.07 Meal Allowance
- (a) The District shall pay a meal allowance of **TWENTY ONE (\$21)** dollars, under the following circumstances:
 - (i) When an employee works more than TWO (2) hours immediately preceding and up to the commencement of his/her regular scheduled day shift.
 - (ii) When an employee is required to work continuously for more than TWO (2) hours beyond the end of his/her regular scheduled shift.
 - (iii) When an employee is required to work continuously for more than SIX (6) hours beyond his/her regular scheduled shift.
 - (iv) When an employee is on a call out, after FOUR (4) hours and after NINE (9) hours work, if required to continue working after such hours.
 - (v) On days an employee is not scheduled to work, after FOUR (4) hours and after NINE (9) hours of continuous work, if required to continue working after such hours.
 - (b) An employee entitled to the meal allowance shall be granted ONE-HALF (½) hour with pay in which to obtain a meal and meals shall be taken at the nearest available restaurant to the working site, unless otherwise directed by the Department Head or delegate.
 - (c) An employee entitled to a meal allowance may, at the employee's request, be provided with a meal ticket at the appropriate amount and may cash in these meal tickets by presenting them to the Treasurer or any other designated officials of the District of Kitimat or at local restaurants who have agreed to do so.

ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES - Continued24.08 Tools

- (a) The District shall replace employee's tools broken on the job with tools of equal quality, providing the tool has been marked with the employee's identifying mark and is a tool which the District requires the employee to supply. Employees shall be permitted to use the District's equipment to mark their tools.
- (b) In recognition of the significant investment in personal tools required of the mechanics relative to the other trades at the District of Kitimat, it is agreed that for each mechanic up to **TWO HUNDRED AND FIFTEEN (\$215)** dollars per year will be reimbursed toward tools upon receipt of purchase. To be eligible for this allowance the tools must be determined by the Chief Mechanic to compliment the requirements of the mechanic's workplace prior to purchase. All such tools become the property of the mechanic.

24.09 Class 3 with Air Endorsement Medical Exams

The District shall reimburse Regular employees and employees on the 1000 Hour Seniority List who operate the relevant equipment, the cost of medical examinations required by the Provincial Government to be taken to maintain their Class 3 with Air Endorsement.

24.10 Training Courses

An Employee who is required by the District to take a course or written examination to renew or maintain qualifications requisite to their position, shall, upon successful completion, be reimbursed the course and/or examination fees and travel costs. Such an employee shall not suffer loss of wages or benefits while attending such a course or examination. The District shall not pay wages for attendance at such course or written examination held outside the employee's regular hours of work. Attendance at such courses is subject to approval by the District.

ARTICLE 25 - JOB EVALUATION25.01 New Classification

The District shall establish an initial wage rate.

At any time, up to 6 months after the Union has received notice of the new position, either the District or the Union may require that the position be evaluated by the joint Job Evaluation Committee.

If neither the Union nor the District request Job Evaluation, the initial wage rate shall be confirmed as permanent.

25.02 Request for Re-evaluation

The Union or the District may request the review of the evaluation of any job or jobs where, in the opinion of either of them, there has been a substantial change in job content. Such requests shall be in writing and the evaluation of any job or

jobs shall be determined pursuant to the current job evaluation manuals as may be amended from time to time by mutual agreement of the parties.

Whenever the District changes a job description the changed description shall be forwarded to the Union for its review and possible re-evaluation. If the Job Evaluation Committee can not reach agreement on a pay group, either party may submit the matter to arbitration.

25.03 Joint Job Evaluation Committee

The parties recognize and agree to the continuation of the existing Joint Job Evaluation Committee. This Committee shall have TWO (2) representatives from each party.

Joint Job Evaluation Committee - Continued

The Joint Job Evaluation Committee shall:

- (a) Determine its own procedures;
- (b) Evaluate jobs using the agreed upon job evaluation manuals;
- (c) Upon evaluation, assign jobs to Pay Groups;
- (d) Consider and implement any agreed upon changes or revisions of the said manuals or groups.

25.04 Right to Retain Consultants

Either party may engage consultants or advisors to aid their respective Committee to appear before the Joint Job Evaluation Committee. The parties may also jointly agree to engage such persons. In no event, however, shall any such consultant or advisor be considered a member of the Committee.

25.05 Red Circle

Whenever there is a reduction in the wage rate as a result of the re-evaluation of a job, the District agrees that an employee with seniority incumbent in such job shall not suffer any reduction in pay as long as the employee remains on the job. Such an employee shall be considered to have a "red-circle" rate and shall not receive a wage increase until the basic wage rate for the job exceeds the employee's "red-circle" rate.

ARTICLE 26 - EMPLOYEE BENEFIT PLANS

26.01 District to Provide Benefit Plans

- (a) The District agrees to maintain the following Employee Benefit Plans, as long as it is within its power to do so, for all employees who are classified as "Regular Full-time" and "Regular Part-time" and have completed at least THREE (3) months' continuous service unless otherwise specified.

ARTICLE 26 - EMPLOYEE BENEFIT PLANS - Continued26.01 District to Provide Benefit Plans – continued

Upon becoming eligible to participate in the Plans, an employee shall be enrolled either on the date the employee became eligible or no later than the first day of the next month as determined by the carrier of each Plan. Benefits shall be as specified by each Plan's rules and regulations.

- (b) Participation in the Employee Benefit Plans listed herein shall be mandatory for all employees eligible.
- (c) Unless otherwise specified, the District shall pay ONE HUNDRED (100) percent of the premiums or costs involved.
- (d) The District shall continue to maintain and pay its share of the premiums for the Employee Benefit Plans for an employee under the following circumstances:
 - (i) While in receipt of **WorkSafeBC** benefits, up to ONE HUNDRED and EIGHTY (180) working days after which the employee may elect to continue coverage for MSP and Pacific Blue Cross at the expense of the employee.
 - (ii) While on a period of disability, as defined in Article 22.01, up to ONE HUNDRED and EIGHTY (180) working days after which an employee may elect to continue coverage for the MSP and Pacific Blue Cross Plans, at the expense of the employee, so long as the carriers of the Plans shall permit such continuance.
 - (iii) While on a temporary layoff, of up to ONE (1) month beyond the month in which the layoff occurred, after which an employee may elect to continue coverage for the MSP and Pacific Blue Cross Plans, so long as the employee retains recall rights, but at the expense of the employee, and further that the carriers of the Plans shall permit such continuance.

26.02 Health Plans

The District agrees to maintain the following plans:

- (a) B.C. Government Medical Plan, to become effective on the first day of the month following the date of hiring.
- (b) Pacific Blue Cross Extended Health Benefit Plan at 90% coverage to include the following: **The lifetime limit for Pacific Blue Cross coverage is \$250,000.**
 - i) hearing aid maximum at **\$1,500** over a 5 year period;
 - ii) adult custom made foot orthotics to a maximum of **\$800** every 24 months. For dependants under age 16 custom made foot orthotics and arch supports to a maximum of **\$500** every 12 months;
 - iii) smoking cessation aids prescribed by a medical doctor licensed by the British Columbia College of Physicians and Surgeons, **\$375** annually to a lifetime maximum of **\$750**;

ARTICLE 26 - EMPLOYEE BENEFIT PLANS - Continued26.02 Health Plans - continued

- iv) chiropractic/naturopathic yearly maximum to **\$600**;
 - v) speech therapist yearly maximum to \$1,000;
 - vi) psychologist yearly maximum to \$600;
 - vii) acupuncture treatments yearly maximum to **\$600**;
 - viii) podiatrist yearly maximum to **\$600**;
 - ix) physiotherapist or massage therapist yearly maximum to **\$600**;
 - x) orthopaedic shoes yearly maximum of \$500 for adults and **\$500** for dependant child.
- (c) Dental Plan (provides ONE HUNDRED (100) percent coverage on type "A" expenses, SEVENTY (70) percent coverage on type "B" expenses, SIXTY (60) percent coverage on type "C" expenses. Maximum Orthodontic coverage is **THREE THOUSAND SEVEN HUNDRED AND SIXTY (\$3,760) dollars.**
- (d) Travel Allowance Supplement. (This is a Plan that provides for the same conditions as the Pacific Blue Cross Travel Plan.) Maximum accommodation allowance is **ONE HUNDRED TWENTY (\$120) dollars** per night from October 16 to April 14 and **ONE HUNDRED FIFTY-FIVE (\$155) dollars** per night from April 15 to October 15. (Sports Medicine Clinic and G.F. Strong are eligible for medical travel if criteria of accessing a specialist or service not available locally is met.) The allowance for lodging in facilities such as Heather House shall be **ONE THOUSAND (\$1000) dollars.** The Medical Travel Plan includes reconstructive jaw surgery. Expenses for ground transportation is to a maximum of **EIGHTY (\$80) dollars** per trip and allowable options includes rental car.
- (e) Eyeglass and contact lens coverage of up to **THREE HUNDRED FIFTY-FIVE (\$355) dollars** per family member every two years (This is a Plan that provides for the same conditions as the Pacific Blue Cross Vision Plan) and **EIGHTY FIVE (\$85) dollars** for eye examination per family member every two years. Laser eye surgery, to correct vision, may be substituted once in lieu of eyeglasses and examination claims - maximum **FOUR HUNDRED FORTY (\$440) dollars** for a TWO (2) year period per family member.
- (f) The District shall introduce and maintain a Prescription Drug Card, as long as it is within its ability to do so, for all eligible employees.

ARTICLE 26 - EMPLOYEE BENEFIT PLANS - Continued26.03 Group Insurance

The District agrees to maintain a Group Life Insurance Plan with a basic coverage of FIFTYTHOUSAND (\$50,000) dollars. The plan shall also provide an optional amount of coverage to a maximum of another **TWO HUNDRED FIFTY THOUSAND (\$250,000) dollars** but this optional coverage shall be at the total expense of the employee. The plan shall further provide optional coverage for the employee's spouse, if the District's carrier shall allow such coverage, to a maximum of TWO HUNDRED THOUSAND (\$200,000) dollars but this optional coverage shall be at the total expense of the employee.

Accidental Death and Dismemberment

Insurance to be consistent with the District's current coverage.

26.04 Long Term Disability Plan

- (a) The Union shall institute a Long Term Disability Plan, determine the carrier and determine the plan's terms and conditions.
- (b) All Regular Full-time and Regular Part-time employees shall enrol in the Plan as a condition of employment as determined by the Union and the Carrier.
- (c) The premiums of the Long Term Disability Plan shall be paid by the employees through payroll deduction.
- (d) The District agrees to administer the LTD Plan including but not limited to having the employees sign the deduction authorization, **enrolling** the employee in the plan, deducting the premium, forwarding the premiums and completing such regular reports as the carrier may require. These regular reports shall be available for inspection by the Union on request.
- (e) Employee Benefits payable under the terms of the Collective Agreement shall be continued to expiry (maximum 180 working days) unless such benefits are provided by the LTD Plan.
- (f) A Regular employee may continue to participate in MSP, Pacific Blue Cross Extended Health Benefit Plan and Dental Plan after 180 working days, provided the carriers will permit such continuance, by arranging to pay the full premiums to the District.

26.05 Pension (Municipal) Act

Regular Full-time employees shall, upon completion of their probationary period, participate in the pension plan under the terms of the Pension (Municipal) Act .

ARTICLE 26 - EMPLOYEE BENEFIT PLANS - Continued26.06 Superannuation - Buy Back

Subject to the rules of the Pension Corporation, the Municipality agrees to participate in such contributions as are necessary to extend pensionable service of a member covered by this Agreement up to a maximum of ONE (1) YEAR. The said extension to represent that time served by the employee in a probationary capacity with the Municipality which has not heretofore been considered as pensionable service. Such benefit may be paid subject to the following:

- a. An employee must have a vested interest in the Municipal Pension Plan and to have reached the minimum age of retirement or FIVE (5) years of service to qualify.
- b. Any member of the CAW Local 2300 may take advantage of this buy back at any time after becoming eligible by giving the District at least ONE (1) month's notice and making such other arrangements as may be necessary regarding the employee's own portion of the additional contribution.
- c. Cost of increased benefits, as defined by the Pension Corporation, shall be shared FIFTY (50%) percent by the employee and FIFTY (50%) percent by the employer, as per the rules of the Pension Corporation.

26.07 Dependents To Continue With Benefits

Upon the death of a Regular employee, any dependents **enrolled** in the benefits of Article 26.02 shall continue to be **enrolled** for a period of **TWELVE (12)** months.

26.08 Health Benefits for Retiring Employees

The District will pay MSP and Pacific Blue Cross Extended Health for retiring employees from the date of retirement to the end of the calendar month following retirement.

26.09 Other Expense Reimbursement - Accountability

Where someone else (e.g. provincial Government, Airline) will reimburse for all or part of a particular benefit expense, the employee, when they are aware or are made aware, shall claim the benefit, or help the District claim the benefit, to offset cost of claims.

26.10 Part-time, Temporary, Casual Employee Benefits

Employees on the Part-time, Temporary, Casual Seniority list, **who do not have Basic MSP coverage through another employer or agency**, shall be eligible for full reimbursement of Basic MSP coverage on submission of proof of payment.

Neither party will make proposals on benefits for Part-time, Temporary, Casual Employees in the next set of negotiations.

ARTICLE 27 - SAFETY, HEALTH AND CLOTHING

27.01 Safety Equipment

- (a) The District undertakes to provide, in good condition, the following articles of safety equipment when required to be used in accordance with the General Accident Prevention Regulations of the **WorkSafeBC**:

safety goggles, face masks, respirators, hard hats, fluorescent vests and hearing protectors.

- (b) When, in the opinion of the Department Head, an employee requires calks for his/her footwear because of the nature of his/her job, the District shall supply the golf spikes and pay for the affixing of the same to the employee's footwear.

27.02 Protective Clothing

- (a) The District shall provide to all employees who routinely work in the garage, with raw sewage, refuse pickup or with asphalt and tar, cotton coveralls as may reasonably be required.
- (b) Disposable coveralls shall be available through the Department Head or delegate, to any employee who requires such coveralls for particularly dirty jobs. Approval shall not be unreasonably withheld.

27.03 Wet Weather Clothing

The District shall provide a suit of wet weather clothing for any employees whose duties make such clothing necessary. The District shall provide proper rain headgear when requested. Standard issue garments will be sought which have a wider pant cuff to allow easier access when wearing boots, a wider range of large sizes and good permeability and good all weather flexibility.

27.04 Employee Obligation

All clothing and safety equipment shall be furnished on a loan basis, and the employee shall be required to sign for the same and return them to the District in good and serviceable condition (fair wear and tear expected) as and when the District so requires, and if the employee fails to do so, the employee shall be charged the replacement costs thereof, and such sums may be deducted from any monies payable by the District to the employee.

27.05 Pay for Injured Employees

If an employee is injured on the job, the District shall maintain the employee's earnings throughout the day of injury. An employee returning to work after time off, due to an accident on the job recognized as a compensable claim by the **WorkSafeBC**, may have, upon request, time off without loss of pay at the employee's regular rate, to take necessary medically approved physiotherapy treatment, if the employee is unable to obtain reimbursement for such time off from the **WorkSafeBC** or any other source.

ARTICLE 27 - SAFETY, HEALTH AND CLOTHING - Continued27.06 Pay for Safety Boots

- (a) When a requirement for the work to be performed, all Regular Full-time and Regular Part-time employees, who have completed their probationary period, shall receive the sum of **ONE HUNDRED SEVENTY-FIVE (\$175)** dollars towards the purchase of proper safety boots to a maximum of ONE (1) time per calendar year. When an employee does not claim his/her annual reimbursement towards the purchase of a new pair of boots, the employee may claim for boot repairs on submission of a receipt. The balance remaining of the **ONE HUNDRED SEVENTY-FIVE (\$175)** dollars, if any, may be claimed towards the purchase of new boots in the same year. If a boot allowance is not claimed in a particular year, it may be carried over to the next year to a maximum of **THREE HUNDRED FIFTY (\$350)** dollars.

Regular employees may use their boot allowance to buy two pairs of boots in a calendar year. When two pairs of boots are purchased, the claim for reimbursement for both pairs of boots must be submitted at the same time.

- (b) Regular Full-time and Regular Part-time Aquatic employees, who have completed their probation period, shall receive the sum up to the current boot allowance towards the purchase of proper aquatic footwear and/or wet or dry suits to a maximum of ONE (1) time per TWO (2) calendar years.
- (c) Employees on the 1200 Hour List who qualify for boot allowance shall qualify for an **EIGHTY SEVEN DOLLARS AND FIFTY CENTS (\$87.50)** boot allowance once per year.

27.07 Immunization

If the Medical Health Officer, Skeena Health Unit determines that due to the nature of the employee's regularly scheduled duties there is a health risk of contracting a disease which can be prevented by inoculation, and recommends such an inoculation, the cost of such inoculations shall be reimbursed by the District.

ARTICLE 28 - TECHNOLOGICAL CHANGE28.01 Definition

Technological change means:

- (a) The introduction by the District into its work, undertaking or service of equipment or material of a different nature or kind, than previously used by the District in that work, undertaking or service; or

ARTICLE 28 - TECHNOLOGICAL CHANGE -Continued28.01 Definition - Continued

- (b) A change in the manner, method or procedure in which the District carries on its work, undertaking or service that is related to the introduction of that equipment or material.
- (c) Technological change does not include normal layoffs resulting from a decrease in the amount of work to be done.

28.02 Terms

Where the District introduces or intends to introduce a technological change, the following conditions shall apply:

- (a) A Regular Employee shall not be laid off or denied recall as a consequence of the introduction of technological change.
- (b) A Regular Employee who is directly affected by technological change and requires new or greater skills shall receive priority for new training to maintain the employee's job security with the District. Such training shall be at the expense of the District and there shall be no reduction in pay.
- (c) A Regular Employee who is demoted or whose job classification is devalued as a consequence of technological change, shall not suffer any reduction in pay. Such an employee shall be "red circled", and shall not receive a wage increase until the wage rate for the job exceeds the "red circle" rate.

28.03 Severance Pay

A Regular Employee who is demoted or whose job classification is devalued as a direct consequence of technological change, may elect to terminate his/her employment with the District and receive severance pay. The employee must notify the District of choosing severance pay within THREE (3) months of the job change taking place.

- (a) Less than THREE (3) years' service at the time of choosing severance:
 - ONE (1) week's current pay for each year of service or major part thereof.
- (b) THREE (3) or more years' service at the time of choosing severance:
 - for the FIRST (1st) year of service, THREE (3) weeks' current pay;
 - for the SECOND (2nd) year of service, THREE (3) weeks' current pay;
 - for each year thereafter, ONE-HALF (½) months' current pay.
- (c) Severance pay is limited to SIX (6) months' current pay.

ARTICLE 29 - CONTRACTING OUT

29.01 Where the District introduces or intends to introduce contracting out of any work or services which includes any regionalization or assumption of work by another level of government, the following conditions shall apply:

- (a) A Regular Employee shall not be laid off or denied recall as a consequence of the introduction of contracting out.
- (b) A Regular Employee who is affected by contracting out and requires new or greater skills shall receive priority for new training to maintain his/her job security with the District. Such training shall be at the expense of the District and there shall be no reduction in pay.
- (c) A Regular Employee who is demoted or whose job classification is devalued as a consequence of contracting out, shall not suffer any reduction in pay. Such an employee shall be "red circled", and shall not receive a wage increase until the wage rate for the job exceeds the "red circle" rate.

29.02 Severance Pay

A Regular Employee who is demoted or whose job classification is devalued as a consequence of contracting out, may elect to terminate his/her employment with the District and receive severance pay. The employee must notify the District of choosing severance pay within THREE (3) months of the job change taking place.

- (a) Less than THREE (3) year's service at the time of choosing severance:
 - ONE (1) weeks' current pay for each year of service or major part thereof.
- (b) THREE (3) or more years' service at the time of choosing severance:
 - for the FIRST (1st) year of service, THREE (3) weeks' current pay;
 - for the SECOND (2nd) year of service, THREE (3) weeks' current pay;
 - for each year thereafter, ONE-HALF (½) month's current pay.
- (c) Severance pay is limited to SIX (6) months' current pay.

ARTICLE 29 - CONTRACTING OUT - Continued29.03 Information on Contracting Out

- (a) In January of each year, after the adoption of the provisional budget, the District shall provide the Union with details of work expected to be contracted during the year.

The Union may, at its option, meet with District representatives to review specified items in detail, discuss the reasons for the selected method of service delivery, discuss the financial and operational considerations, and consider more effective alternatives to contracting out - including possible Collective Agreement amendments.

- (b) During the year, the District shall advise the Union of any intention to contract out any functions normally done by members of the Bargaining Unit with the aim to allow the Union input.

The Union may, at its option, meet with District representatives to review the proposed contracting out, in detail, discuss the reasons for the selected method of service delivery, discuss the financial and operational considerations, and consider more effective alternatives to contracting out - including possible Collective Agreement amendments.

- (c) This process is not intended to interfere with or delay District work but to provide a forum for open communications and exploring alternate proposals.

ARTICLE 30 - GENERAL CONDITIONS30.01 Employee Records

An employee, on request to Personnel, shall be granted access to his/her personnel file at a mutually convenient time.

30.02 Chain of Command

Employees shall be required to act only on directions made under the direct or delegated authority of their immediate Foreman, Supervisor or Department Head, subject always to the overall directions of the Municipal Manager.

30.03 Bulletin Boards

The District shall provide Bulletin Boards which shall be placed so that all employees shall have access to them and upon which the Union shall have the right to post notices of meetings, and such other notices as may be of interest to the employees.

ARTICLE 30 - GENERAL CONDITIONS - Continued30.04 Union Label

The Union shall have the right to display the Union label on District buildings, clothing and vehicles PROVIDED THAT the number and location of these labels is subject to mutual agreement before the label or labels are placed on any District buildings, clothing or vehicle.

30.05 Printing of Agreement

The District and the Union agree to print the Collective Agreement in booklet form and share equally the cost.

30.06 Union Activities

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

30.07 Community Response

An employee shall not suffer loss of pay or benefits when responding to a non-premeditated emergency when the employee deems assistance is urgently required, e.g. car accident.

ARTICLE 31 - GENERAL31.01 Plural or Feminine Terms May Apply

Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, masculine or feminine has been used where the context of the party or parties hereto so requires.

ARTICLE 32 - TERM OF AGREEMENT

32.01 This Agreement shall take effect from **January 1, 2012**, and shall remain in effect until **December 31, 2014**, and shall be automatically renewed annually thereafter unless either party hereto shall give notice pursuant to the Labour Relations 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.

32.02 All revisions to the Collective Agreement mutually agreed upon, shall, unless otherwise specified, apply retroactively to the aforesaid anniversary date.

IN WITNESS WHEREOF the said parties have hereunto affixed their seal in the presence of their duly authorized officers in that behalf this **1st** day of **March, 2012.**

CANADIAN AUTO WORKERS, LOCAL 2300

DISTRICT OF KITIMAT

Richard Velho

PRESIDENT

Joanne Monaghan

MAYOR

Hannah Brooker

RECORDING SECRETARY

W.R. McLellan

MUNICIPAL CLERK

LETTER OF AGREEMENT #1

between

DISTRICT OF KITIMAT

and

CANADIAN AUTO WORKERS
LOCAL 2300

The Canadian Auto Workers, Local 2300 and the District of Kitimat agree that the District may establish an afternoon shift for a Clerk-Typist position in the Police Department consisting of SEVEN (7) consecutive hours, plus a lunch period not to exceed ONE-HALF (1/2) hour between 1800 hours and 0200 hours Tuesday to Saturday.

It is further agreed that the employee working the above shift shall receive a premium of **ONE (\$1) dollar** per hour for each hour worked on the shift.

And it is further agreed that the hours of work for the said employee may be varied for Fridays and Saturdays, providing the hours worked do not exceed SEVEN (7) hours each day or exceed THIRTY-FIVE (35) hours each week without overtime applying.

Signed this 1st day of **March, 2012.**

CANADIAN AUTO WORKERS, LOCAL 2300

DISTRICT OF KITIMAT

Richard Velho

PRESIDENT

Joanne Monaghan

MAYOR

Hannah Brooker

RECORDING SECRETARY

W.R. McLellan

MUNICIPAL CLERK

LETTER OF AGREEMENT #2

between

DISTRICT OF KITIMAT

and

CANADIAN AUTO WORKERS
LOCAL 2300

WHEREAS the District of Kitimat and the Canadian Auto Workers, Local 2300 want to enter into an Agreement to provide for rates of pay for the Apprentices;

NOW THEREFORE it is mutually agreed between the Canadian Auto Workers, Local 2300 and the District of Kitimat that any Apprentices shall be paid at the rates as outlined below:

Completed Level*	Wage Scale Percentage of Journey person's Wage					
	Start	1st	2nd	3rd	4th	5th
Five year term	60	70	80	90	95	TQ
Four year term	60	70	80	90	TQ	
Three year term	60	75	90	TQ		
Two year term	60	80	TQ			

* Completed Level means successful completion of the educational and experience components.

Signed this 1st day of **March** , 2012.

CANADIAN AUTO WORKERS, LOCAL 2300

DISTRICT OF KITIMAT

Richard Velho***Joanne Monaghan***_____
PRESIDENT_____
MAYOR***Hannah Brooker******W.R. McLellan***_____
RECORDING SECRETARY_____
MUNICIPAL CLERK

LETTER OF AGREEMENT #3

between

DISTRICT OF KITIMAT

and

CANADIAN AUTO WORKERS,
LOCAL 2300

Labourer I (Special) and Student Relief (Special) shall be interpreted as follows:

Labourer I (Special) - Outside Pay Group I

This position shall be used for Summer Students hired as Labourer I.

The appropriate higher rate shall still apply when there is a temporary assignment to a higher paid job.

All non students hired as Labourers shall start at the Labourer II rate.

"Any employee on the PWY 1200 Hours Seniority list shall be recalled (provided they can perform the work available) before any Labourer I (Student) or person without seniority is hired."

Student Relief (Special) - Inside Pay Group I

This position shall be used for students hired for inside work in the summer.

The appropriate higher rate shall still apply when there is a temporary assignment to a higher paid job (Article 24).

Union Observer

In instances where a random draw is used in the selection process, the Union will be entitled to have an observer present. The Union Observer will be from the location where the draw takes place, if at all possible

Signed this 1st day of **March, 2012.**

CANADIAN AUTO WORKERS, LOCAL 2300

Richard Velho

PRESIDENT

Hannah Brooker

RECORDING SECRETARY

DISTRICT OF KITIMAT

Joanne Monaghan

MAYOR

W.R. McLellan

MUNICIPAL CLERK

LETTER OF AGREEMENT #4

between

DISTRICT OF KITIMAT

and

CANADIAN AUTO WORKERS,
LOCAL 2300

References: Provincially and Federally Sponsored Youth Employment Programs

The Union shall, for the programs proposed by the District, grant approval, on a program by program basis, provided the following criteria are met:

1. All participating employees shall be covered by the terms of Articles 5 of the Collective Agreement.
2. All participating employees shall be paid a minimum of \$10.00 per hour. However, the District may approach the Union on an individual basis for proposed projects that would pay less than \$10.00, which shall be considered by the Union, but there is no onus upon the Union to approve such programs.

LEISURE SERVICES DEPARTMENT - 2012

- Summer Program Leader a minimum of **\$ 10.51 per hour**
- Summer Program Coordinator a minimum of **\$ 11.79 per hour**
- Summer Program Supervisor a minimum of **\$ 12.61 per hour**

LEISURE SERVICES DEPARTMENT - 2013

- Summer Program Leader a minimum of **\$ 10.77 per hour**
- Summer Program Coordinator a minimum of **\$ 12.08 per hour**
- Summer Program Supervisor a minimum of **\$ 12.93 per hour**

LEISURE SERVICES DEPARTMENT - 2014

- Summer Program Leader a minimum of **\$ 11.04 per hour**
- Summer Program Coordinator a minimum of **\$ 12.38 per hour**
- Summer Program Supervisor a minimum of **\$ 13.25 per hour**

3. Each program shall not result in the layoff of any employee covered by this Agreement and that the projects shall not replace work or services normally performed by employees covered by this Agreement.
4. Any employees having the right of recall shall be recalled before a Youth employment Program is implemented.
5. Employee(s) hired under this Letter of Agreement shall not perform any regular bargaining unit work while their youth program is in effect.
6. The Union agrees that no Union dues, fees or levies shall be charged to employees hired under this Letter of Agreement except the initiation fee.

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- 7. In instances where a random draw is used in the selection process, the Union will be entitled to have an observer present. The Union Observer will be from the location where the draw takes place, if at all possible.**

Note for Clarification

Further to the last discussion, we want to preclude future arguments. We want to clarify that the Agreement does not restrict the District in spending our allotted money on student jobs even when the Federal or Provincial Government turns down the program for funding. It is not the District's intention to reduce the hours of bargaining unit employees to fund student employment programs.

Signed this 1st day of **March, 2012.**

CANADIAN AUTO WORKERS, LOCAL 2300

Richard Velho

PRESIDENT

Hannah Brooker

RECORDING SECRETARY

DISTRICT OF KITIMAT

Joanne Monaghan

MAYOR

W.R. McLellan

MUNICIPAL CLERK

LETTER OF AGREEMENT #5

between

DISTRICT OF KITIMAT

and

CANADIAN AUTO WORKERS
LOCAL 2300

PART-TIME, TEMPORARY, AND CASUAL EMPLOYEE SENIORITY

Acquisition of Seniority

On completion of TWELVE HUNDRED (1200) hours worked, a Part-time, Temporary, or Casual employee shall be placed on the separate "Part-time, Temporary, and Casual Seniority List" by seniority area. Seniority once on the list shall be based on calendar days.

Summer Students shall not accumulate seniority.

If prior to being placed on the list an employee does not work for NINETY (90) days their accumulation is lost.

Grandfathering - Any current casual, temporary, or part time employee who has accumulated hours as of January 1, 2009, shall be placed on the "Part Time, Temporary, and Casual Seniority List" on completion of 1000 hours; and if prior to being placed on the list an employee does not work for ONE HUNDRED (100) days their accumulation is lost.

Seniority Area

Part-time, Temporary, and Casual seniority is applicable only in either the Public Works, Office, and **Leisure Services** Departments except when an employee is accepted into another department their accumulation and seniority is portable.

Rights conferred

- (a) Seniority shall be applied to job postings (in-department) as per Article 15 in the employee's seniority area. Part-time/Temporary/Casual seniority shall at all times be defined to be less than the seniority of a Regular employee.
- (b) Part-time/Temporary/Casual seniority shall be applied to reductions in the work force and recalls within the employee's seniority area.
- (c) Seniority does not confer rights or changes in the assignment of work and scheduling of hours and shifts from existing practices.

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Promotion to Regular Status

Seniority shall be backdated based on prorated hours from the commencement of Regular status on applicable Part-time/Temporary/Casual hours. Applicable hours are those counting towards 1200 hours and those worked after acquiring Part-time/Temporary/Casual seniority.

Pay Increments

The District of Kitimat agrees to a first increment once the employee is on the 1200 hours seniority list and a second step increment after one year on the 1200 hour list; both increments regardless of the position worked.

Information Provided to the Union

After each payroll, the District shall provide the Union with a report showing the names of each CAW employee who worked, their Employee Status, straight time hours and overtime hours worked in the pay period and year to date straight time hours and overtime hours.

Signed this 1st day of **March, 2012.**

CANADIAN AUTO WORKERS, LOCAL 2300

Richard Velho

PRESIDENT

Hannah Brooker

RECORDING SECRETARY

DISTRICT OF KITIMAT

Joanne Monaghan

MAYOR

W.R. McLellan

MUNICIPAL CLERK

LETTER OF AGREEMENT #6

between

DISTRICT OF KITIMAT

and

CANADIAN AUTO WORKERS
LOCAL 2300

The following protocol shall be used for assessing alternate work placements for employees who can not continue in their present position due to the effects of illness or injury:

1. The process shall involve the employee, a Union representative and a District representative. Either party may use any advisor at any time. The employee and the designated Union representative shall not suffer any loss of pay for time spent on the process. Each party shall be responsible for any costs associated with their advisor(s).
2. Medical Placements shall be reviewed on a case by case basis as required.
3. The process shall involve reviewing the employee's abilities, medical opinions on work restrictions, possible workplace modifications, possibilities of appropriate training and the availability of suitable positions within the District.
4. Unless otherwise agreed any assessment, workplace modifications or training costs shall be borne by the District unless another agency assumes responsibility for them.
5. The final say to place an employee rests with the District.

Signed this 1st day of **March, 2012.**

CANADIAN AUTO WORKERS, LOCAL 2300

DISTRICT OF KITIMAT

Richard Velho

Joanne Monaghan

PRESIDENT

MAYOR

Hannah Brooker

W.R. McLellan

RECORDING SECRETARY

MUNICIPAL CLERK

LETTER OF AGREEMENT #7

between

DISTRICT OF KITIMAT

and

CANADIAN AUTO WORKERS
LOCAL 2300

NO LAYOFF

The District of Kitimat agrees that the following list of employees shall not be laid off:

FULL-TIME

Mike Gordichuk
Cherie Seppala
Paul Tome
Bruce Hubbard
Joe Pacheco
Clayton Harker
Jim Leppard
Eugene Mattiuz
Sue Johnson
Jamie Smith
Quan Tran
John Linton
Sharon Astle
Leanne Stinson
Charlene Hamilton
Marilia Keating
Kelly Marsh
Jim Potuzak
Peter Brock
John Brady
Virgil Vales
Richard Velho
Ron Egan
Barb Haun

Theresa James
Paul Silvestre
Frank DaSilveira
Tim Minaker
Jo Young
Rosemary Louttit
David Duncalf
Jason Abercrombie
Charlene Galante
David Anthony
Terry Streeter
Dorit Lindner
Helena Veysey
Andrew Lloyd
Margaret Grant
Eric Nyce
Johnny Cabral
Thomas Mildenerberger
Cam McCulley
Gaetan Pozsgay
Jeremy Dos Santos
Steve Hill
Adam Linteris
Shane Kirwin
Ben Rego

Jennifer Bell
Fernando Medeiros
Catherine Ocsovai
Rose Klukas
Jamie Matos
Marcy Rice
David Duval
Jonathan Aiken
Allan Aneesh

REGULAR PART-TIME

Lois Slovak
Debbie Teves
Laurel Alves
Karen Seemann
Tina Schmidt
Gina Rowlett
Theressa Rachao
Betty Omejc
Teresa Milne
Charmaine McCarthy
Holly Thomopoulos
Eduarda Welsh
Anna Bennato
Sandy Shaw

Page 2 - Letter of Agreement #7

The Union agrees:

1. To drop all notification requirements for contracting out under the Collective Agreement:
and
2. To acknowledge there is no grounds to question management's decisions on choice of service delivery.

For employees on probation the probation process will continue in the normal way including termination if the probation period is not successfully completed.

For employees with an outstanding condition of hire, the process will continue in the normal way including termination if the condition is not satisfied.

This Letter of Agreement does not apply to the lay offs that are part of the sick leave process - Article 22.04.

Signed this 1st day of **March, 2012**.

CANADIAN AUTO WORKERS, LOCAL 2300

DISTRICT OF KITIMAT

Richard Velho

PRESIDENT

Joanne Monaghan

MAYOR

Hannah Brooker

RECORDING SECRETARY

W.R. McLellan

MUNICIPAL CLERK

LETTER OF AGREEMENT #8

between

DISTRICT OF KITIMAT

and

CANADIAN AUTO WORKERS
LOCAL 2300

COLA Clause

A COLA Clause shall be in effect with any increase due calculated according to the system used in the last Collective Agreement

This COLA Clause shall not be in effect if Rio Tinto Alcan – CAW 2301 do not negotiate a COLA Clause in their Collective Agreement.

Signed this 1st day of March, 2012.

CANADIAN AUTO WORKERS, LOCAL 2300

Richard Velho

PRESIDENT

Hannah Brooker

RECORDING SECRETARY

DISTRICT OF KITIMAT

Joanne Monaghan

MAYOR

W.R. McLellan

MUNICIPAL CLERK

LETTER OF AGREEMENT #9

between

DISTRICT OF KITIMAT

and

CANADIAN AUTO WORKERS
LOCAL 2300

SUPPLEMENTAL UNEMPLOYMENT BENEFITS PLAN

The District agrees to establish and administer a Supplemental Unemployment Benefits Plan as follows:

1. The object of the Plan is to supplement unemployment insurance benefits received by eligible employees for temporary unemployment caused by pregnancy and childbirth.
2. The Plan shall cover all employees represented by CAW Local 2300 who meet the requirements for sick leave under the Collective Agreement.
3. The Plan shall provide supplemental unemployment insurance benefits for the period the employee is on maternity leave and concurrently has applied for and is eligible to receive maternity unemployment insurance benefits (including the unemployment insurance waiting period).
4. The maximum period covered by the plan shall be the shortest of: the period of maternity leave; the period of unemployment insurance eligibility (including a two week waiting period); or SEVENTEEN (17) weeks.
5. The District will pay 95% of the employee's normal, regular weekly earnings for a two week unemployment insurance waiting period.
6. For those weeks the employee receives unemployment insurance maternity benefits, the District will pay the difference between the amount of the E.I. benefits plus other earnings received by the employee and 95% of the employee's normal, regular weekly earnings.
7. If the employee's weekly earnings from any other source(s) reduces the employee's entitlement to E.I. benefits, the District may reduce its benefit payment to the employee under the plan by a corresponding amount.
8. Employees disentitled or disqualified from receiving E.I. benefits are not eligible for benefits under the plan.
9. Where a pregnancy terminates, the employee will be eligible for SUB benefits as if they are on maternity leave. If the employee can not qualify for SUB benefits, sick leave qualifying and payments shall apply in the normal manner.
10. The plan shall remain in force subject to renegotiation by the parties.

11. In the event an employee's annual income from all sources exceeds the repayment threshold established from time to time pursuant to the **Employment Insurance Regulations**, the District is under no obligation to reimburse the employee for any amount the employee is required to pay to the Receiver General of Canada.
12. Benefits under this plan shall be subject to the employee providing proof that she is in receipt of E.I. benefits or is serving the two week E.I. waiting period.
13. The employee must immediately advise the District of earnings received from any other source while in receipt of benefits under the plan.
14. Time on the SUB plan shall be considered unpaid Leave of Absence for the purposes of entitlement under the Collective Agreement.
15. This SUB plan shall be registered as a supplementary unemployment benefit plan with **Service Canada**.

Signed this 1st day of **March, 2012**.

CANADIAN AUTO WORKERS, LOCAL 2300

DISTRICT OF KITIMAT

Richard Velho

PRESIDENT

Joanne Monaghan

MAYOR

Hannah Brooker

RECORDING SECRETARY

W.R. McLellan

MUNICIPAL CLERK

LETTER OF AGREEMENT #10

between

DISTRICT OF KITIMAT

and

CANADIAN AUTO WORKERS
LOCAL 2300

RE: REQUESTS FOR LATERAL TRANSFERS/DEMOTIONS, DUE TO PERSONAL/FAMILY,
APTITUDE/SKILLS AND/OR MEDICAL STRESS REASONS

The District of Kitimat and CAW Local 2300 agree, in good faith, to participate in the following process:

1. The process shall be applicable to employees who, through personal/family, aptitude/skills, and/or medical/stress reasons, find they can not perform their jobs at an appropriate level but may be able to adequately perform in another position.
2. The employee must request the move. Any move will not result in a promotion.
3. Each request for a lateral transfer/demotion shall be reviewed on a case by case basis.
4. The process shall involve the employee, the union representative (or designate) and the District representative (or designate).
5. The process shall involve reviewing the situation to determine if the request has merit. If the request has merit the intention is to endeavour to place the employee in a more appropriate position.
6. The intention of this letter is to establish a cooperative approach to look at employee lateral transfer/demotion requests, but the parties agree this letter is not a recognition by either party that their rights as they existed prior to this letter have been altered or restricted. The final decision to not move an employee rests with the District.
7. Should the process be facilitated by another employee filling the exited position the parties agree to discuss, in good faith, such a shift. To solicit employees' interest in switching to the exited position the parties agree to look at a posting with conditions as may be appropriate to the situation.
8. Subsequent to an employee being moved out of their position via this process, any consequential vacancies to be filled shall be filled via the normal procedures.
9. The District and the Union agree to exhaust this cooperative process prior to resorting to other rights regarding a request for a lateral transfer/demotion.
10. The parties agree this letter shall be for a trial period and expire with the current Collective Agreement.

Page 2 – Letter of Agreement #10

Signed this 1st day of **March, 2012.**

CANADIAN AUTO WORKERS, LOCAL 2300

Richard Velho

PRESIDENT

Hannah Brooker

RECORDING SECRETARY

DISTRICT OF KITIMAT

Joanne Monaghan

MAYOR

W.R. McLellan

MUNICIPAL CLERK

LETTER OF AGREEMENT #11

between

DISTRICT OF KITIMAT

and

CANADIAN AUTO WORKERS
LOCAL 2300

Leave of Absence with Deferred Pay

The District agrees the Leave of Absence with Deferred Pay benefit will continue through the life of this Collective Agreement.

Signed this 1st day of **March , 2012.**

CANADIAN AUTO WORKERS, LOCAL 2300

DISTRICT OF KITIMAT

Richard Velho

PRESIDENT

Joanne Monaghan

MAYOR

Hannah Brooker

RECORDING SECRETARY

W.R. McLellan

MUNICIPAL CLERK

LETTER OF UNDERSTANDING #1

between

DISTRICT OF KITIMAT

and

CANADIAN AUTO WORKERS
LOCAL 2300

Violence Against Women

The District of Kitimat and Union discussed the rising incidents of violence or abuse, notably violence against women and how this may effect the employee's attendance or performance at work.

The District of Kitimat agrees that where there is adequate verification from recognized professionals (e.g. doctor, lawyer, professional counsellor) provided to the District with the approval of the employee, an employee who is subject to abuse or violence will not be disciplined without first being given full consideration to the circumstances surrounding the incident. The District and the Union will treat such information in a confidential manner unless required by law to be produced. The intent of this statement is subject to a standard of good faith on the part of the District, the Union and affected employees and will not be utilized by the Union or employees to subvert the application of otherwise appropriate disciplinary measures.

Signed this 1st day of **March, 2012.**

CANADIAN AUTO WORKERS, LOCAL 2300

Richard Velho

PRESIDENT

Hannah Brooker

RECORDING SECRETARY

DISTRICT OF KITIMAT

Joanne Monaghan

MAYOR

W.R. McLellan

MUNICIPAL CLERK

LETTER OF UNDERSTANDING #2

between

DISTRICT OF KITIMAT

and

CANADIAN AUTO WORKERS
LOCAL 2300

Access to Vacation During Snow Season - Public Works Yard

Purpose

The purpose of this Letter of Understanding is to establish a procedure for access to vacation at the Public Works Yard during the snow season.

Snow Season

The snow season runs from November 1 to March 31.

Access to Vacation

- Trades Group

Article 21.04 applied with no snow season restriction.

- PWY Clerical

Article 21.04 applied with no snow season restriction.

- Roads, Garage, Waterbay

- November and March - One employee is entitled to be approved for vacation without snow season restriction.
- December and February – **Up** to 50% of the working days, one employee is entitled to be approved for vacation without snow season restriction.

Available for Snow Clearing

Vacation approved under this Letter shall not be subject to any “Available for Snow Clearing” conditions from the District.

Employees, to increase likelihood of approval, may choose, on their own initiative, to offer this condition when applying for vacation. Such offer shall be included on the Vacation Request Form when applying.

Page 2 - Access to Vacation During Snow Season - Public Works Yard

Signed this 1st day of **March, 2012.**

CANADIAN AUTO WORKERS, LOCAL 2300

Richard Velho

PRESIDENT

Hannah Brooker

RECORDING SECRETARY

DISTRICT OF KITIMAT

Joanne Monaghan

MAYOR

W.R. McLellan

MUNICIPAL CLERK

LETTER OF INTENT #1

Grass Crew Labourers

To select Labourers to work on the Grass Crew the District of Kitimat intends to proceed as follows:

- The District will post for two Grass Crew Labourers.
- Regular Labourers at the Public Works Yard may apply for the posting.
- Two Grass Crew Labourers will be selected by seniority in the usual manner (e.g., Article 15.03 and Article 15.05(b)).
- All other work for Labourers on the Grass Crew will be assigned by the District.

Signed this 1st day of **March, 2012**.

Ron Poole

Ron Poole,
Municipal Manager

LETTER OF INTENT #2

Personal Harassment

1. The District acknowledges all discipline can be grieved (Article 12).
2. The District of Kitimat and C.A.W. Local 2300 agree that all employees have a right to work in an environment free from personal harassment.
3. Both parties commit to work in good faith **in promoting a harassment free workplace. To this end, harassment complaints shall be resolved through the Council mandated Personal Harassment Policy.**
4. This Letter of Intent is separate from the Collective Agreement and is not grievable.
5. This Letter of Intent is attached to the Collective Agreement for convenience of record keeping only.

Note: Item 3 was completed in 2006.

Signed this **1st** day of **March, 2012.**

W.R. McLellan

District of Kitimat

Richard Velho

C.A.W. Local 2300

APPENDIX A

Information on Family Responsibility Leave and Compassionate Care Leave

The following excerpts from the Employment Standards Act provides the details of these leaves.

Family Responsibility Leave

- 52 An employee is entitled to up to 5 days of unpaid leave during each employment year to meet responsibilities related to
- (a) the care, health or education of a child in the employee's care, or
 - (b) the care or health of any other member of the employee's immediate family.

Compassionate Care Leave

- 52.1 (1) In this section, "family member" means
- (a) a member of an employee's immediate family, and
 - (b) any other individual who is a member of a prescribed class.
- (2) An employee who requests leave under this section is entitled to up to 8 weeks of unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within 26 weeks, or such other period as may be prescribed, after
- (a) the date the certificate is issued, or
 - (b) if the leave began before the date the certificate is issued, the date the leave began.
- (3) The employee must give the employer a copy of the certificate as soon as practicable.
- (4) An employee may begin a leave under this section no earlier than the first day of the week in which the period under subsection (2) begins.
- (5) A leave under this section ends on the last day of the week in which the earlier of the following occurs:
- (a) the family member dies;
 - (b) the expiration of 26 weeks or other prescribed period from the date the leave began.
- (6) A leave taken under this section must be taken in units of one or more weeks.
- (7) If an employee takes a leave under this section and the family member to whom subsection (2) applies does not die within the period referred to in that subsection, the employee may take a further leave after obtaining a new certificate in accordance with subsection (2), and subsections (3) to (6) apply to the further leave.

SCHEDULE A - INSIDE POSITIONS/SALARIES

Salary - Hourly

Salary Group	Positions/Titles	Start Step 1	6 Months Step 2	12 Months Step 3	18 Months Step 4	24 Months Step 5
1	Junior Clerk; Recreation Admissions Clerk	22.59	23.75	24.37	25.08	25.43
2	Accounting Clerk; Central File Clerk; Clerk Typist; Dispatch Clerk	23.56	24.79	25.39	26.07	26.66
3	Accounts Payable Clerk; Purchasing Clerk; Recreation Services Clerk; Youth Worker; Planning Assistant	24.55	25.93	26.61	27.29	28.01
4	Data Processing Clerk; PIRS Clerk	25.59	27.12	27.91	28.63	29.43
5	Accounting Information Systems Clerk; Assistant Purchasing Agent; Clerk Public Works Yard; Economic Development Clerk, Engineering Assistant; Receptionist - District Office; Information Systems Assistant	26.69	28.35	29.15	30.00	30.81
6	Court Liaison Clerk; Engineering Clerk; Fire Department Clerk; Payroll Clerk; Planning & Recreation Clerk; Receptionist Dispatch Clerk RCMP; Rec. Programmer - Fitness/ Workshops; Rec. Programmer - Riverlodge; Rec. Programmer - Tamitik; Youth Centre Coord.	27.85	29.68	30.57	31.48	32.35
7	Recreation Programmer	28.91	30.91	31.86	32.85	33.84
8	Financial Account Clerk; RCMP Administrative Coordinator; Recreation Administrative Coordinator; Engineering Tech. I	29.97	32.07	33.17	34.19	35.31
9	Draftsperson ; Recreation Programs Coordinator	31.67	34.03	35.18	36.36	37.54
10	Planner	33.22	35.78	37.05	38.36	39.65
11	Building Inspector I; Senior Accountant	34.58	37.37	38.79	40.16	41.53
12	Engineering Technologist II	36.11	39.16	40.67	42.17	43.69
13	Building Inspector II	37.75	41.03	42.68	44.28	45.93
14		39.58	43.14	44.95	46.72	48.43

Effective January 1, 2012

SCHEDULE A - INSIDE POSITIONS: HOURLY RATES

Salary Group	Positions/Titles	Start Step 1	6 Months Step 2	12 Months Step 3	18 Months Step 4	24 Months Step 5
1	Junior Clerk; Recreation Admissions Clerk	23.15	24.34	24.98	25.71	26.07
2	Accounting Clerk; Central File Clerk; Clerk Typist; Dispatch Clerk	24.15	25.41	26.02	26.72	27.33
3	Accounts Payable Clerk; Purchasing Clerk; Recreation Services Clerk; Youth Worker; Planning Assistant	25.16	26.58	27.28	27.97	28.71
4	Data Processing Clerk; PIRS Clerk	26.23	27.80	28.61	29.35	30.17
5	Accounting Information Systems Clerk; Assistant Purchasing Agent; Clerk Public Works Yard; Economic Development Clerk; Engineering Assistant; Receptionist - District Office; Information Systems Assistant	27.36	29.06	29.88	30.75	31.58
6	Court Liaison Clerk; Engineering Clerk; Fire Department Clerk; Payroll Clerk; Planning & Recreation Clerk; Receptionist Dispatch Clerk RCMP; Rec. Programmer - Fitness/ Workshops; Rec. Programmer - Riverlodge; Rec. Programmer - Tamitik; Youth Centre Coord.	28.55	30.42	31.33	32.27	33.16
7	Recreation Programmer	29.63	31.68	32.66	33.67	34.69
8	Financial Account Clerk; RCMP Administrative Coordinator; Recreation Administrative Coordinator; Engineering Tech. I	30.72	32.87	34.00	35.04	36.19
9	Draftsperson ; Recreation Programs Coordinator	32.46	34.88	36.06	37.27	38.48
10	Planner	34.05	36.67	37.98	39.32	40.64
11	Building Inspector I; Senior Accountant	35.44	38.30	39.76	41.16	42.57
12	Engineering Technologist II	37.01	40.14	41.69	43.22	44.78
13	Building Inspector II	38.69	42.06	43.75	45.39	47.08
14		40.57	44.22	46.07	47.89	49.64

Effective January 1, 2013

SCHEDULE A - INSIDE POSITIONS: HOURLY RATES

Salary Group	Positions/Titles	Start Step 1	6 Months Step 2	12 Months Step 3	18 Months Step 4	24 Months Step 5
1	Junior Clerk; Recreation Admissions Clerk	23.73	24.95	25.60	26.35	26.72
2	Accounting Clerk; Central File Clerk; Clerk Typist, Dispatch Clerk	24.75	26.05	26.67	27.39	28.01
3	Accounts Payable Clerk; Purchasing Clerk; Recreation Services Clerk; Youth Worker; Planning Assistant	25.79	27.24	27.96	28.67	29.43
4	Data Processing Clerk; PIRS Clerk	26.89	28.50	29.33	30.08	30.92
5	Accounting Information Systems Clerk; Assistant Purchasing Agent; Clerk Public Works Yard; Economic Development Clerk; Engineering Assistant; Receptionist - District Office; Information Systems Assistant	28.04	29.79	30.63	31.52	32.37
6	Court Liaison Clerk; Engineering Clerk; Fire Department Clerk; Payroll Clerk; Planning & Recreation Clerk; Receptionist Dispatch Clerk RCMP; Rec. Programmer - Fitness/ Workshops; Rec. Programmer - Riverlodge; Rec. Programmer - Tamitik; Youth Centre Coord.	29.26	31.18	32.11	33.08	33.99
7	Recreation Programmer	30.37	32.47	33.48	34.51	35.56
8	Financial Account Clerk; RCMP Administrative Coordinator; Recreation Administrative Coordinator; Engineering Tech. I	31.49	33.69	34.85	35.92	37.09
9	Draftsperson ; Recreation Programs Coordinator	33.27	35.75	36.96	38.20	39.44
10	Planner	34.90	37.59	38.93	40.30	41.66
11	Building Inspector I; Senior Accountant	36.33	39.26	40.75	42.19	43.63
12	Engineering Technologist II	37.94	41.14	42.73	44.30	45.90
13	Building Inspector II	39.66	43.11	44.84	46.52	48.26
14		41.58	45.33	47.22	49.09	50.88

Effective January 1, 2014

SCHEDULE B - OUTSIDE POSITIONS: HOURLY RATES

Pay Group	Positions/Titles	Jan. 1, 2012	Jan 1, 2013	Jan. 1, 2014
Special	Rink, Gym & Pool Marshals; Concessionaires	12.71	13.03	13.36
Special	Aquatic Helper	18.30	18.76	19.23
1	Labourer I (Summer Students); Labourer - Gardening	27.34	28.02	28.72
2	Equipment Operator II; Labourer II (Starting); Recreation Attendant I - Tamitik; Recreation Attendant I - Riverlodge	28.01	28.71	29.43
3	Blower Chute Operator; Labourer III (5 years); Lifeguard/Instructor I; Park Attendant; Stores Person I	28.58	29.29	30.02
4	Recreation Attendant II - Riverlodge	29.18	29.91	30.66
5	Equipment Operator III (Light Equipment); Recreation Attendant II - Tamitik; Refuse Truck Driver/Collector	29.88	30.63	31.40
6	Recreation Attendant III; Stores Person II; Trades Helper	30.57	31.33	32.11
7	Heavy Equipment Operator; Lifeguard/Instructor II; Mechanic I	31.34	32.12	32.92
8	Utilities Operator	32.03	32.83	33.65
9	Crew Leader I	32.82	33.64	34.48
10	Crew Leader II	33.28	34.11	34.96
11		34.29	35.15	36.03
12	Aquatic Coordinator; Building & Utilities Maintenance Person; Carpenter; Electrician; Gardener; Mechanic II	34.83	35.70	36.59
13	Arenas Coordinator; Plant Maintenance and Repair Person	35.59	36.48	37.39
14	Building and Utilities Maintenance Person (T.Q.); Carpenter (T.Q.); Electrician (T.Q.); Gardener (T.Q.); Mechanic II (T.Q.)	36.41	37.32	38.25
15		37.20	38.13	39.08
16		38.07	39.02	40.00
17	Chief Mechanic; Foreman Water/Sewer; Roads Foreman	38.92	39.89	40.89
18		39.65	40.64	41.66

