

# COLLECTIVE AGREEMENT

Between



**TOWN OF SMITHERS AIRPORT**

And



**CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 1570-04**

RECEIVED  
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**EFFECTIVE DATES:**

**January 1, 2005 to December 31, 2008**

12530(32)

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COLLECTIVE AGREEMENT  
BETWEEN THE TOWN OF SMITHERS  
AND CUPE LOCAL 1570-04

THIS AGREEMENT MADE THIS 20 DAY OF JULY, <sup>2005</sup>~~2006~~

BETWEEN:

THE TOWN OF SMITHERS  
(hereinafter called the "Employer")

Party of the First Part

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1570 -04  
(hereinafter called the "Union")

Party of the Second Part

ARTICLE 1      OBJECT

- 1.01 The object of this Agreement is to promote and continue the existing harmonious relations, co-operation and understanding between the Employer and its employees and to:
- a) recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, hours of work and rates of pay,
  - b) for facilitating the prompt, fair and peaceful settlement of grievances.

ARTICLE 2      LABOUR MANAGEMENT RELATIONS COMMITTEE

- 2.01 A Labour Management Relations Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer.
- 2.02 The Committee shall enjoy the full support of both parties and shall meet once per month or as otherwise mutually agreed. Employees will not suffer loss of pay for attendance at such meetings.
- 2.03 Without limiting the purpose of the Committee, it shall concern itself with improving the relations between the Employer and its employees; improving service to the citizens of Smithers; and correcting matters of mutual concern. The Committee shall not deal with grievances filed pursuant to the Collective Agreement. An agenda shall be mutually agreed upon not less than five (5) working calendar days prior to each committee meeting and only agenda items shall be discussed at committee meetings, unless the parties agree otherwise.
- 2.04 Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting and thereafter they shall be posted on the bulletin boards at the Airport.

### ARTICLE 3     UNION RECOGNITION

- 3.01 The Employer recognizes the Canadian Union of Public Employees, Local 1570, as the sole collective bargaining agent for the bargaining unit comprising employees at the Smithers Airport, as certified by the Canadian Industrial Relations Board.
- 3.02 Where used in this Agreement, the term “bargaining-unit” is limited to and means the bargaining unit comprising only employees who are normally employed at and by the Smithers Airport. There is not intended to be any overlap between the Union’s bargaining unit at the Smithers Airport and the balance of its jurisdiction with the Town of Smithers, except as per Letter of Understanding # 3 appended to this Agreement.
- 3.03 The Union reserves the right to have assistance from an official of the Canadian Union of Public Employees in its dealings with the Employer.

### ARTICLE 4     NO DISCRIMINATION

- 4.01 There shall be no discrimination or coercion by the Employer or by the Union against any employee because of the employee’s union or non-union affiliations with other Unions, or against any employee because of his activity, or lack of activity in Union affairs, or because of race, creed, colour, sex, nationality or religion. Unless otherwise herein specifically provided, Union activities shall not be pursued during working hours.
- 4.02 Harassment:
- a) All employees have the right to work in an environment free from sexual and personal harassment. The parties agree to cooperate in attempting to resolve in a confidential manner all allegations of harassment in the workplace.
  - b) The Employer undertakes to discipline any person in its employment proven to have engaged in harassment of another employee.
  - c) Any complaint of harassment which is not satisfactorily resolved shall be adjudicated under article 21.04.
  - d) For purposes of this article, sexual harassment is defined as any comment or conduct of a sexual nature that is known or ought to be reasonably known to be unwelcome and shall include, but is not limited to:
    - i) sexual solicitation or advances, inappropriate touching or sexual comments; or
    - ii) any threat of reprisal which might reasonably be perceived as placing a condition on employment by a person in authority after the above conduct has been rejected.
  - e) For purposes of this article, personal harassment is defined as: verbal threats and/or verbal abuse, derogatory comments that ought reasonably to be known to be offensive, physical threats and/or physical abuse, and/or intimidation,
  - f) Nothing in the above definitions or any application thereof is intended to reduce, restrict or fetter the Employer’s right and ability to direct, manage and/or discipline employees.

- g) When an allegation of harassment proves to be malicious in nature, the complainant may be subject to appropriate discipline.

## ARTICLE 5     UNION SHOP

- 5.01 All new employees, upon being hired, will sign a Union membership card and authorization for the deduction of Union dues. Union membership fees will be deducted from the first paycheck. Union dues will then be deducted off each pay period.
- 5.02 The Employer shall deduct membership fees and monthly dues from the employee. By the 15<sup>th</sup> day of each month the Employer shall submit to the Union the fees and dues collected and a statement showing the employees for whom the deductions were made.
- 5.03
  - a) The parties agree that at the time of hiring, all new employees will be advised of the current Union Officers and Stewards. The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment. In addition, all new employees will be provided information on Safety and Health, and Procedures and Policies that apply to that employee.
  - b) The Employer shall introduce newly hired employees to a Union representative in the workplace. The Union representative will be given an opportunity, not to exceed fifteen (15) minutes, to talk to the new employee and provide the new employee with a copy of this Agreement and the Union's Bylaws.
- 5.04 The Union shall advise the Employer in writing of the names of its Shop Stewards and Union officials within thirty (30) days of any changes in appointments.
- 5.05 At the time the Income Tax (T-4) slips are made available, the Employer agrees to include the amount of Union dues paid by each Union member in the previous year.

## ARTICLE 6     MANAGEMENT'S RIGHTS

- 6.01 The Union recognizes the rights of the Employer to manage its affairs and operations without restricting the rights of the employees under the terms of this Agreement. It further recognizes the right of the Employer to direct its working force, including, but not limited to, the right to hire, suspend, or discharge for just cause; to promote, to demote, discipline, layoff or transfer any employee; and to assign work.
- 6.02 The Employer agrees to notify the Union, in writing, when an employee covered by this Agreement is, hired, promoted, demoted, transferred, laid off, recalled, resigns, is disciplined, suspended, or is terminated.

## ARTICLE 7     SENIORITY (Effective date of Union ratification)

### 7.01 Seniority Defined

Seniority is defined as the length of service in the bargaining unit, and shall operate on a bargaining-unit wide basis, and shall include continuous service prior to ratification of this agreement by C.U.P.E. Local 1570-04, including service prior to certification. Town of Smithers' employees who obtain regular full-time or regular part-time employment at the Airport pursuant to Letter of Understanding # 3, shall have their continuous service with the Town recognized for purposes of vacation allotment. However, their seniority in Local 1570-04 shall commence at the time of their employment at the Airport, as a new employee.

## 7.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced and his accumulated seniority. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January and August of each year. The initial seniority list is appended to this agreement as Appendix "A".

## 7.03 Seniority Accumulation

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

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

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

## 7.04 Loss of Seniority

Seniority shall be lost in the event the employee:

- (a) resigns;
- (b) is discharged for just cause and is not reinstated;
- (c) is absent without authorization for a period of one (1) day and cannot justify such absence to the satisfaction of his supervisor;
- (d) fails to return to work within ten (10) calendar days after having been notified of recall, unless through illness or other sufficient reason. The employee shall be responsible to inform the Employer about his current address and phone number;
- (e) is laid off for a period in excess of nine (9) months where the person laid off has less than one (1) year of service;
- (f) is laid off for a period in excess of twelve (12) months where the person laid off has one (1) more years of service.

## 7.05 Layoff by Seniority

In the event of layoff, probationary employees shall be laid off first, and thereafter, employees shall be laid off in reverse order of seniority, provided that there are available employees with seniority who are qualified and willing to do the work of the employees laid off.

#### 7.06 Layoff Notice

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

#### 7.07 Bumping Procedure

- (a) For the purpose of this Article, departments are defined as:
  - (1) Maintenance
  - (2) Inside
- (b) In the event of a layoff, such layoff shall be by classification within a department. The employee with the least seniority shall be the first laid off.
- (c) An employee who has been laid off from a classification may displace a less senior employee in any classification within the same department providing that the employee has the ability and qualifications to perform the job.
- (d) In the event the laid off or displaced employee does not have the ability or qualifications to fill a position within his department, then the employee may exercise bumping rights on a bargaining-unit-wide basis and displace a less senior employee in any other department, provided the employee has the ability and qualifications to perform the job.
- (e) An employee being displaced must be the least senior employee in that classification within that department.
- (f) An employee being laid off or displaced shall, within three (3) working shifts of his receiving written notification of his layoff, submit notice in writing to the Employer of:
  - (1) his intention to exercise his bumping rights;
  - (2) the position into which he wishes to bump; and
  - (3) his qualifications for the new position.

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

#### 7.08 Recall by Seniority

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

#### 7.09 Seniority Retention

Seniority accumulated prior to layoff shall be retained when the employee accepts a recall as per Article 7.08.

#### 7.10 Severance Pay

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

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

### ARTICLE 8     PROBATION

8.01 All new employees shall be considered to be on probation until the satisfactory completion of ninety (90) days of work. Any number of hours worked in a calendar day constitutes a day of work.

Newly-hired employees in the senior positions listed in Schedule " A (if and when applicable) shall be considered on probation until the satisfactory completion of one hundred eighty (180) working days of employment.

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

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

- (i) the quality of work;
- (ii) conduct;



- (iii) capability to work harmoniously with others; and
- (iv) ability to meet production standards set by the Employer.

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

#### ARTICLE 9 HOURS OF WORK (Effective date of Union ratification)

- 9.01 a) The normal full-time work week for maintenance employees is defined as forty (40) hours. Notwithstanding this, in the period from November 1<sup>st</sup> to March 31<sup>st</sup>, the normal full-time hours for maintenance employees shall be defined as eighty (80) hours in any two (2) week pay period.
- b) The normal full-time work week for inside employees is defined as thirty five (35) hours, Monday through Friday.
- c) The Employer shall provide a posted work schedule for all employees on a monthly basis. Operational requirements permitting, the Employer shall provide not less than forty-eight (48) hours notice to regular full-time and regular part-time employees, when it changes their normal hours of work or normal work shift. If such notice is not given, it shall result in overtime rates being paid to effected eligible employees on the first shift worked during the notice period, provided always that operational requirements permit such notice to have been given.
- d) Maintenance employees, who work regularly scheduled shifts longer than eight (8) hours and who take paid time off, shall have the applicable, bank, accrual or entitlement converted to hours, which bank, accrual or entitlement shall then be reduced by the number of hours the employee actually takes off.
- 9.02 A shift differential of ninety cents (\$.90) shall be paid for all shifts scheduled between 6:00 p.m. and 7:00 a.m.
- 9.03 An employee reporting to work in fit condition shall be paid a minimum of two (2) hours pay at his basic rate or upon commencing work shall be paid four (4) hours pay at his basic rate, except in instances where interruption in work is beyond the control of the Employer, in which case two (2) hours pay will be paid.)
- 9.04 When an employee is required by the Employer to work more than five (5) continuous hours without being provided a meal break, the Employer shall provide the employee with a hot meal, to a maximum of Twelve dollars (\$12.00). Receipts must be provided.

#### ARTICLE 10 OVERTIME (Effective date of Union ratification)

- 10.01 All overtime work must be authorized in advance by the Employer's representative designated for this purpose.
- 10.02 Maintenance employees shall be paid overtime for hours worked in excess of their regularly scheduled shift on any work day, or in excess of forty (40) hours in any work week. Notwithstanding this, in the period from November 1<sup>st</sup> to March 31<sup>st</sup>, overtime will be paid for work in excess of eighty (80) hours in any two (2) week pay period.

Inside workers will be paid overtime for hours worked in excess of seven (7) hours on any work day, or in excess of thirty-five (35) hours in any work week.

10.03 a) Overtime on a regular work day shall be paid at the rate of time and one-half (1 ½) for the first two (2) hours of overtime worked on that day and double time (2X) thereafter.

b) Overtime worked on a scheduled rest day shall be paid at double time (2X).

10.04 An employee may elect to defer payment for overtime and standby pay under article 1 11 and, instead of payment, may choose to take the equivalent time off at a later date as mutually agreed between the employee and the Employer.

Employees shall be allowed to accumulate up to a maximum of one hundred and twenty (120) hours of banked time under this article from January 1 to December 31 of each year. Employees shall be permitted to carry over accumulated banked time to the following year, but taken at the rate of pay earned.

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

#### ARTICLE 11 EMERGENCY CALL-OUT AND STANDBY (Effective date of Union ratification)

11.01 Callout is when an employee is notified at his place of residence that his services are required for an emergency.

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

11.03 Emergency callout time shall be paid, with a minimum of two (2) hours at double time (2X).

11.04 For anyone who is called back (at their residence) for an emergency, outside of normal working hours, the Employer will pay the individual the premium rate for the hours actually worked pursuant to Article 11.02.

11.05 The Employer shall periodically establish a list of employees who:

- a) are capable of performing the work required;
- b) are willing to work the call-out or overtime;
- c) such list shall be in order of seniority and qualification; and
- d) the Employer's representative designated for this purpose will call employees from the list in a descending order. Once the Employer's representative designated has proceeded to call employees through the list they will start again from the top of the list.

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

11.07 The Employer's representative designated for this purpose shall maintain a log book in each department of all call-out (overtime) hours worked, and such log book shall be open for inspection for employees in their departments. It shall be the responsibility of each employee to periodically inspect the log book.

- 11.08 Any employee unable to be contacted or refusing the scheduled overtime or call-out work shall have the offered time recorded as if worked.
- 11.09 The necessity for emergency callout and emergency work shall be judged by the Employer's representative designated for this purpose.
- 11.10 A hot meal, to a limit of twelve dollars (\$12.00), will be provided by the Employer for employees required to work in excess of four (4) hours on an emergency callout. Receipts must be provided.
- 11.11 Where employees are required to stand by to be called for duty outside of their normal shift they shall be compensated on the basis of one-half (1/2) hour for each four (4) hour period or part thereof on standby. Employees shall be permitted to bank their standby pay pursuant to article 10.04.

#### ARTICLE 12 PREMIUM PAY (Effective date of Union ratification)

- 12.01 Dirty pay will be paid, for working on live sanitary sewers only, at the rate of ninety cents (\$0.90) per hour.
- 12.02 The Employer shall designate a lead hand within the Airport Maintenance – Mechanic/Operator II classification on second shift during the winter season (Nov. 1<sup>st</sup> to March 31<sup>st</sup>). The person so designated shall be paid a lead hand premium of one dollar and fifteen cents (\$1.15) per hour for all hours worked in such capacity. This premium shall not be included when calculating overtime (no pyramiding).
- 12.03 The Employer shall supply the tools required to be used in the performance of work.
- 12.04 Where two (2) or more premiums apply, only the higher premium shall be paid, except for Dirty Pay. Premiums paid under this article shall not be pyramided when overtime rates are being paid.

#### ARTICLE 13 ANNUAL VACATION (Effective January 1, 2005)

##### 13.01 Vacation Entitlement

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

- (a) From the commencement of employment to December 31 in that year, vacation shall be granted on the basis of one and one-quarter (1.25) days per month.
- (b) In the first (1<sup>st</sup>) full calendar year (Jan. – Dec.) of continuous service to the end of the fourth (4<sup>th</sup>) full calendar year of continuous service, fifteen (15) working days shall be granted per year.
- (c) In the fifth (5<sup>th</sup>) full calendar year (Jan. – Dec.) of continuous service up to and including the eleventh (11<sup>th</sup>) full calendar year of continuous service, twenty (20) working days shall be granted per year.
- (d) In the twelfth (12<sup>th</sup>) full calendar year (Jan. – Dec.) up to and including the sixteenth (16<sup>th</sup>) full calendar year of continuous service, twenty-five (25) working days shall be granted per year.
- (e) In the seventeenth (17<sup>th</sup>) full calendar year (Jan. – Dec.) and thereafter, thirty (30) working days shall be granted per year.

### 13.02 Vacation Pay

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

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

- (b) Regular part-time employees, who are not paid a percentage (%) in lieu of benefits, will be paid vacation pay on a pro-rated basis relative to regular full-time work.

### 13.03 Minimum Service

A new employee is entitled to take off earned vacation entitlement only after six months of continuous service.

### 13.04 Scheduling Vacation

Annual vacation shall be requested by all employees prior to March 31 in each year. The vacation schedule shall be approved by the Employer and posted by May 1. For the purposes of Article 13.04, Departments are Maintenance and Inside. Requests received after March 31 will be considered on a first-come basis.

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

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

### 13.05 Minimum Annual Vacation

Upon written request and receiving the Employer's approval, employees may defer the balance of one (1) year's vacation entitlement, to be taken during the succeeding year, provided the employee takes not less than two (2) weeks vacation in the year in which the vacation was earned. The Employer shall not unreasonably deny requests for a vacation deferral under this section, provided operational requirements will permit the deferred vacation to be taken in the succeeding year. Employees shall not defer vacation in successive years and all deferred vacation must be taken before any additional vacation may be deferred.

Employees will be required to take all vacation time off and will not be paid out for vacations not used (including vacation that can not be deferred under the above section), unless operational requirements prohibit such vacation to be taken. When vacations can not be taken because of operational requirements, the vacation shall be paid out in cash at the end of the applicable vacation year, section 13.04 notwithstanding. The Employer reserves the right to require an employee to take his/her vacation during a period designated by the Employer, in order to avoid paying out vacation pay under this section.

### 13.06 Statutory Holidays

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

### 13.07 Accrual Period

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

### 13.08 Vacation Disruption

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

### 13.09 Minimum Vacation Time

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

### 13.10 Vacation Entitlement for Part-time or Part-year Employees

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

## ARTICLE 14 STATUTORY HOLIDAYS (Effective Date of Union ratification)

14.01 The Employer will observe the following days as Statutory Holidays with pay:

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

and any other day proclaimed by the Federal or Provincial or Municipal Government.

When a Statutory Holiday falls on a Saturday or Sunday, or regular day off, employees will receive a regular scheduled day off.

14.02 A full-time employee who is required to work and does work on a Statutory Holiday will receive, in addition to his regular earnings, pay at overtime rates for all hours worked, except when a regular shift requires an employee to work on a Statutory Holiday, then an additional day off in lieu with pay shall be given immediately following the regular shift.

### 14.03 New Employees

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

## ARTICLE 15 HEALTH AND WELFARE

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

- (a) the B.C. Government Medical Services Plan - MSP to be available from the first day of the month following the date of hire.
- (b) the Extended Health Plan, including:
  - i) a vision care benefit of three hundred dollars (\$300.00) every twenty four (24) months. Effective the first (1<sup>st</sup>) of the month following (insert date of Union ratification), the vision care benefit shall be increased to four hundred dollars (\$400.00) every twenty-four (24) months. Effective the first (1<sup>st</sup>) of the month following (insert date of Union ratification), the vision care benefit shall be amended to include coverage for eye examinations of up to seventy-five dollars (\$75.00) every twenty-four (24) months.
  - ii) a hearing aid benefit of five hundred dollars (\$500.00) every five (5) years.
- (c) the Dental Plan coverage shall be as follows:
  - i) Plan "A" - Basic Dental Services: one hundred percent (100%) of the approved fee schedule, as stipulated by the insurance carrier.
  - ii) Plan "B" - Major Restorative Services and Prosthetics: sixty percent (60%) of the approved fee schedule as stipulated by the insurance carrier. Effective the first (1<sup>st</sup>) of the month following (insert date of Union ratification), this coverage shall be increased to seventy percent (70%) of the approved fee schedule as stipulated by the insurance carrier.
  - iii) Plan "C" - Orthodontics: fifty percent (50%) of the approved fee schedule, maximum of three thousand dollars (\$3,000) as stipulated by the insurance carrier. Effective the first (1<sup>st</sup>) of the month following (insert date of Union ratification), this lifetime maximum shall be increased to four thousand five hundred dollars (\$4500) as stipulated by the insurance carrier.
- (d) the group Life Insurance Plan: coverage is two times an employee's annual rate of pay adjusted to the next thousand dollars, with an Accidental Death and Dismemberment clause.
- (e) Subject to carrier approval, an employee who has completed his probationary period may maintain benefit coverage by prepaying the full cost of such benefits during this recall period.

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

15.02 Sick Leave (Effective January 1, 2000):

- (a) Sick leave of one and one-half (1½) days per month accumulative to a maximum of one hundred and sixty (160) working days will be provided.
- (b) Sick leave means the period of time a regular employee is permitted to be absent from work with full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the applicable Workers' Compensation legislation.

- (c) An employee must notify his supervisor of an absence due to illness before the commencement of the employee's regular shift. The Union and the Town agree that sick leave provisions are provided for those employees who are legitimately sick, and therefore agree to work cooperatively in an effort to discourage the abuse of these provisions.

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

- (d) An employee shall be allowed paid leave of absence in order to engage in personal medical and dental care. Such leave shall be deducted from the employee's accrued unused sick leave.
- (e) Twenty percent (20%) of accumulated sick days shall be paid to an employee upon retirement from the Town at normal retirement age; ie., the age entitled to receive Municipal pension, or with a minimum of twenty (20) years service, or for health reasons. Upon death while in service of the Employer full payment of accumulated sick days shall be paid to the beneficiary of the deceased employee.
- (f) Shall be amended to read as follows (insert date of Union ratification)

In the case of illness or hospitalization of a dependent child of a regular full-time employee, when no one else at the employee's home other than the employee can care for the child, the employee shall be entitled to utilize sick leave for this purpose, to a maximum of three (3) days in any one (1) year, provided the employee has made every effort to provide alternative care. The Employer may grant an extension to this period when circumstances warrant.

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

15.04 (a) All employees shall be covered by the applicable Workers' Compensation legislation. An employee prevented from performing his regular work with the Town on account of an occupational accident that is covered by the *Workers' compensation Act* shall receive from the Town the difference between the amount payable by the Workers' Compensation Board and his last rate of pay. Pending settlement of the insurable claim, the employee shall continue to receive full pay and benefits of this Agreement up to the limit of his accrued sick leave, and upon acceptance of the claim by the Workers' Compensation Board, the sick leave benefit shall be restored to the employee and the Town shall continue to pay the difference between the amount payable by the Workers' Compensation Board and the employee's last rate of pay. In order to continue receiving his regular salary, the employee shall assign his compensation cheque to the Town. In return, the Town shall indicate the amount received from the Compensation Board on the employee's Income Tax (T-4) form. This will result in No Loss and No Gain for the Employee.

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

15.05 (a) All employees shall participate in the Canada Pension Plan under its terms and conditions.

- (b) All eligible employees shall participate in a pension plan in accordance with the terms of the *Municipal Pension Plan*.
- 15.06 Where an employee wishes to enroll in benefit coverage during his/her probationary period, then, subject to carrier approval, and provided the employee pays the complete premium costs, such arrangements will be made.
- 15.07 (a) The Parties agree that for a two (2) year period from the time an employee commences LTD, benefit contributions will continue to be made on behalf of that employee and further, seniority will be retained for an additional one (1) year period. Should LTD leave extend beyond three (3) years then the employment relationship will end.
- (b) Employees on LTD at the (date of Union ratification) will be entitled to the provisions of 15.07 (a).
- 15.08 On termination of an employee's service with the Town, all employer contributions to benefits will cease.

#### ARTICLE 16 BEREAVEMENT LEAVE (Effective date of Union ratification)

- 16.01 A maximum of three (3) days bereavement leave or five (5) days, if travel exceeds six hundred and fifty (650) kilometers one way, with pay will be granted in the event of a death in the immediate family. One (1) day of mourning, due to death in the immediate family, if unable to attend the funeral will be granted.

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

- 16.02 One-half ( $\frac{1}{2}$ ) day bereavement leave will be granted to employees acting as Pall Bearers, at regular rates of pay.

#### ARTICLE 17 CONTRACTING OUT (Effective date of Union ratification)

- 17.01 The Employer has the right to decide how and by whom any work will be performed. Before any work, which has in the past been performed by bargaining unit members, is contracted out and could result in layoff or in not filling a vacant position, the Union shall be notified and given an opportunity to discuss the proposal. Upon receipt of notice from the Employer of its intention to contract out, the Union will be allowed a minimum of one (1) week in which to respond to the Employer's notice.
- 17.02 No regular full-time employee shall be laid-off as a result of contracting out of bargaining unit work that is normally and regularly performed by the Employer's regular full-time employees.

#### ARTICLE 18 JOB CLASSIFICATION (Effective date of Union ratification)

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



18.02 When a vacancy occurs or a new position is established, it will be posted on the bulletin boards in the lunch room of the Airport Office and Maintenance buildings for seven (7) calendar days prior to hiring, excluding casual and temporary jobs of less than two (2) months duration. Present employees shall receive preference based on seniority and qualifications. The successful applicant shall be paid the applicable rate for the position.

18.03 The successful applicant shall be placed on probation for a period of sixty-five (65) days of work. Conditional on satisfactory service, the employee shall be declared permanent after the probationary period. In the event the successful applicant proves unsatisfactory in the position during the aforementioned probationary period or if an employee finds himself unable to perform the duties of the job classification, he shall be returned to his former position and former rate of pay without loss of seniority and wage or salary. Any other employees promoted or transferred because of the re-arrangement of positions shall also return to their former positions and former rates of pay without loss of seniority and wage or salary.

18.04 Transfer of Seniority Outside the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside the bargaining unit, he shall have the right to return to his former position and rate of pay within three (3) months, or such longer period as the Employer and the Union mutually agree, of his being transferred, and shall retain and accumulate his seniority. An employee transferred outside the bargaining unit who does not return to the bargaining unit within three (3) months, or such longer period as the Employer and the Union mutually agree, shall retain his seniority up to the date of transfer and shall not accumulate further seniority.

18.05 Temporary Assignment (effective date of Union ratification)

(a) Higher Paid Position

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

(b) Lower Paid Position

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

18.06 (a) When a member of a crew is absent and the Employer intends to temporarily upgrade another employee to perform such absent employee's work, for a period longer than five (5) working days, it shall offer such temporary upgrade, in seniority order, to employees on that particular crew, with the qualifications, training and experience to immediately perform the work in question. When no member of the particular crew has the required qualification, training and experience, the Employer shall offer such temporary upgrade, in seniority order, to employees in the applicable department, having the required qualifications, training and experience to immediately perform the work in question.

(b) For purposes of applying the above subsection, clerical staff are considered as being on one crew.

(c) The Employer will give due consideration to seniority, among the other factors it considers, when it is selecting employees to receive on the job training.

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

#### ARTICLE 19 JURY DUTY & SUBPOENAED WITNESS

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

#### ARTICLE 20 PAYMENT OF WAGES AND SALARIES

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

#### ARTICLE 21 GRIEVANCE AND ARBITRATION

- 21.01 The Union recognizes that its Shop Steward is employed full-time by the Employer and that he will not leave his work during working hours, except to perform his duties under this Agreement. Therefore, no Steward shall leave his work without obtaining the permission of the Employer designate for this purpose.
- 21.02 In the event of any difference arising out of the interpretation, application, operation or alleged violation of this Agreement, including any differences arising from the suspension or dismissal of an employee, and including any question or differences as to whether any matter is arbitrable, such question or difference shall be finally and conclusively settled without a stoppage of work.
- 21.03 In order to resolve complaints as quickly as possible, employees are encouraged to discuss their concerns with their supervisors prior to initiating a written grievance. However, it is agreed that at the employee's option, he/she can forego the complaint stage and initiate a written grievance at Step 1 of the procedure outlined below.

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

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

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

#### 21.04 Arbitration Board:

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

#### 21.05 Expedited Arbitration:

- a) The parties shall determine by mutual agreement those grievances suitable for expedited arbitration.
- b) Those grievances agreed to be suitable for expedited arbitration shall be scheduled within one (1) month if possible.
- c) The hearings shall be held at a mutually agreed to location and facility.
- d) All presentations are to be short and concise, and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- e) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.
- f) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- g) The decision of the arbitrator shall be completed and sent to the parties within ten (10) working days of the hearing if possible.
- h) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- i) The expedited arbitrator to hear any case shall be determined by mutual agreement of the parties.

- j) The expedited arbitrator shall have the same powers and authority as an arbitrator established under the applicable labour legislation.
- k) The decision of the arbitrator shall be final and binding on the parties.
- l) All decisions of the arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no presidential value and shall not be referred to by either party in any subsequent proceeding.
- m) The parties agree that there shall be no use of lawyers in these hearings.

21.06 The Employer will reply to all written grievances, stating reasons.

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

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

21.09 (a) The Employer, through its representative, may submit a grievance in writing to the Union and seek settlement of the dispute.

(b) if a satisfactory settlement is not reached within seven (7) days after the grievance is submitted for settlement, the Employer may refer the grievance to arbitration under article 21.04.

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

(a) any repetition of the act complained of or omission referred to; or

(b) if such employee fails to bring his work up to a required standard by a given date, then the Employer shall, within five (5) days thereafter, give written particulars of such censure to the employee, with a copy to the Secretary of the Union.

21.11 Subject to the maintenance of essential services (i.e. those services required to keep the Airport open and satisfactorily operational pursuant to Federal Regulations), the employees covered by this Agreement shall have the right to refuse to cross a legal picket line. Failure to cross such a picket line shall not be grounds for disciplinary action.

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

## ARTICLE 22 APPROVED ABSENCE

22.01 Approved absence in this Agreement means:

- (a) General leave of absence;
- (b) Annual vacation;

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

22.02 An employee may request a general leave of absence without pay and, provided such leave is for good and sufficient reason and having in mind the Employer's requirement to provide efficient service, such leave may be granted by the Employer.

#### 22.03 Quit Without Notice

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

#### 22.04 Maternity Leave

An employee, upon written request shall be entitled to an unpaid maternity leave on the following basis:

- (a) Leave will normally be for a period of twenty-four (24) consecutive weeks, or such longer period as the parties mutually agree, or upon substantiation from her Doctor, a shorter time as the employee requests;
- (b) Leave may commence eleven (11) weeks prior to the anticipated birth;
- (c) The time on maternity leave will be considered as time worked for the purposes of seniority accumulation and wage-related benefits and salary increments;
- (d) While the employee is on leave, the Employer agrees to maintain its contribution to the employee's health and welfare plans for the duration of her leave;
- (e) The employee shall be placed in her former job, or another which is consistent with her seniority, qualifications and former salary;
- (f) In instances where a pregnancy is terminated, the affected employee may claim an unpaid leave of six (6) weeks, or in the case of medical complications substantiated by a doctor's certificate, for an additional six (6) weeks;
- (g) In instances where a pregnant employee is concerned about exposure to Video Display Terminals having a cathode ray tube, then such employee may, if alternate work is available, be assigned to perform such work. Where alternate work is not available, the employee may choose to take unpaid leave of absence until she is eligible for maternity leave. Seniority shall continue to accumulate and benefits shall continue on the same basis as if the employee were on maternity leave.

#### 22.05 Adoption Leave

An employee becoming an adoptive parent shall be entitled to adoption leave which shall be the same as maternity leave. Where both parents are Employer employees, this provision will only apply to one.

#### 22.06 Parental Leave

An employee, upon written request, shall be entitled to a parental leave of absence from work, without pay and without loss of benefits.

1. The employee is entitled to parental leave for a period of twelve (12) consecutive weeks or a shorter period if the employee requests, commencing:
  - (a) in the case of a natural mother, immediately following the end of the maternity leave taken under Section 22.04 unless the Employer and employee agree otherwise.
  - (b) in the case of the natural father, following the birth of the child and within the fifty-two (52) week period after the birth date of the newborn child, and
  - (c) in the case of an adopting mother or father, following the adoption of the child and within the fifty-two (52) week period after the date the adopted child comes into the actual care and custody of the mother or father.
2. If:
  - (a) the newborn child or adopted child will be or is at least six (6) months of age at the time the child comes into the actual care and custody of the mother or father, and
  - (b) it is certified by a medical practitioner or the agency that placed the child that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the employee is entitled to a further parental leave of absence from work, without pay, for a period not exceeding a total of five (5) consecutive weeks as specified in the certificate, commencing immediately following the end of the parental leave taken under Subsection (1).

#### 22.07 Education Leave

Subject to approval by the Employer:

- (a) Where the Employer has approved an employee's enrollment in a course with specific application to the employee's current position with the Employer and subject to operational requirements, then such employee may be granted leave to a maximum of one (1) week with or without pay to attend such courses and/or exams.
- (b) Where the Employer has approved an employee's enrollment in a course having general application to his employment with the Employer, and subject to operational requirements, then such employee may be granted leave to a maximum of one (1) week without pay to attend such courses.

#### 22.08 Leave for Public Duties

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

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

ARTICLE 23 CLOTHING AND SAFETY EQUIPMENT (Effective date of Union ratification)

- 23.01 The Employer shall provide suitable wet weather clothes for any outside employee whose duties make such clothing necessary.
- 23.02 The Employer shall provide any necessary safety equipment when same is required to be used in accordance with the General Accident Prevention Regulations of the Workers' Compensation Board.
- 23.03 All articles of safety equipment shall be kept in a serviceable condition and used at all times by the employees.
- 23.04 Safety equipment will be worn at all times, as laid down by Employer Policy.
- 23.05 Where the Employer provides uniforms or special clothing, it shall clean and repair such clothing without charge to the employee. All clothing provided shall be on a loan basis and the employees will be required to return same in good and serviceable condition, fair wear and tear excepted.
- 23.06 Safety Footwear Allowance

The Employer shall reimburse regular full-time employees, who are required to wear approved safety footwear in the performance of their duties, when they purchase replacement safety footwear, to a maximum of one hundred dollars (\$100.00) every two (2) calendar year period. Effective January 1, 2006, this amount shall be increased to one hundred fifty dollars (\$150.00) every two (2) years. In order to obtain this reimbursement, the employee in question must provide the applicable department head with a satisfactory proof of purchase and must, if requested, turn-in the footwear that has been replaced.

ARTICLE 24 UNION HEALTH & SAFETY COMMITTEE

- 24.01 In order to promote the occupational health and safety of employees, the Union shall establish a Health and Safety Committee and appoint Health and Safety representatives in each Department. The Union shall notify the Employer in writing of the names of each representative who shall have the right to participate in the monitoring of the workplace and to accompany government inspectors on inspection tours. The Committee shall meet on a monthly basis.
- 24.02 Time off for Health and Safety Training (Effective January 1, 2000)

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

#### 24.03 Health and Safety Committee Pay Provisions

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

#### ARTICLE 25 IMMUNIZATION

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

#### ARTICLE 26 REST PERIODS

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

#### ARTICLE 27 ABSENCE FROM DUTY OF UNION OFFICIALS

27.01 Effective (date of Union ratification), Union officials shall obtain permission from the Employer to be absent as hereinafter mentioned and on obtaining such permission shall suffer no loss of pay if such absence is during the official's shift, under the following circumstances:

- (a) Up to two (2) employees in order to carry on collective bargaining pursuant to the provisions of the Canada Labour Code.
- (b) One (1) employee to attend salary revision meetings where such revision is provided for under this Agreement;
- (c) One (1) employee to meet to confer with the designated representatives of the Employer regarding matters arising out of the Agreement and discussion of grievances.

27.02 The Union acknowledges that no time off with pay shall be allowed for time spent during arbitration (including expedited arbitration) as provided for in article 21. Further, under no circumstances shall overtime be paid for or accumulated as a result of absence granted under 27.01, and further that payment for such approved absences as aforesaid shall be paid for at the employee's regular basic wage.

27.03 Leave of absence without pay and without loss of seniority shall, up to five (5) work days, be granted upon approval of the Employer, to a maximum of two (2) employees elected or appointed to represent the Union at Union Conventions, Executive and Committee Meetings of the Canadian Union of Public Employees, and its affiliated bodies. The employee shall request the leave with not less than ten (10) calendar days notice. This leave shall not be unreasonably refused.

27.04 Leave of absence without pay and without loss of seniority and with the approval of the Employer, shall be granted to a maximum of three (3) people for up to five (5) work days, upon request to the Employer, to employees for education courses pertaining to Union business. The employee(s) shall request the leave with not less than ten (10) calendar days notice. This leave shall not be unreasonably refused.

27.05 Upon approval of the Employer, an employee who is elected or selected for a full-time position within C.U.P.E., C.L.C., or B.C. Federation of Labour, may be granted leave of absence without pay and without seniority accumulation for a period of up to one (1) year. Such leave may be reviewed by the Employer each year during his term of office. Such leave shall not be unreasonably withheld.



## ARTICLE 28 TECHNOLOGICAL CHANGE (Effective date of Union ratification)

28.01 Technological change means:

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

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

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

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

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

28.06 In the event that the Employer should introduce technological changes which require new or greater skills than are possessed by the employee under the present operation, such employees shall, at the expense of the Employer, be given a period of time, not to exceed one (1) year, during which they may perfect or acquire the skills necessitated by technological change. There shall be no reduction in wage or salary rates during the training period of any such employee and no reduction in pay upon being reclassified in the new position. If a person fails to qualify for the new position, he will be returned to another position, as set out in Articles 28.05 and 28.06.

## ARTICLE 29 PAY SCALE

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

## ARTICLE 30 GENERAL

30.01 Plural or Feminine Terms May Apply

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

## ARTICLE 31 MEDICAL TRAVEL PLAN (Effective date of Union ratification)

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

(a) Intention

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

(b) Exclusions

The plan will not cover loss of wages;

The plan will not cover costs of meals;

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

The plan will not cover travel costs as a result of a medical referral by an employee's physician to a location within two hundred (200) kilometers of Smithers;

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

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

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

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

(c) Contributions

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

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

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

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

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

The parties agree that when the plan has reserves of five thousand dollars (\$5,000.00) or more, contributions will cease until such time as the reserve is depleted to less than four thousand dollars (\$4,000.00), whereupon contributions will recommence on the same basis as previously.

(d) Limitations

The parties agree to the following reimbursement limits:

- (1) Eligible employees, including dependents, may claim up to a maximum of one thousand dollars (\$1,000.00) per calendar year per family or such prorated amount in the event a full calendar year is not worked by a new employee,
- (2) Return economy airfare or return mileage, whichever is the lesser, may be claimed as part of the yearly maximum. In the event the medical referral is beyond Vancouver then the maximum reimbursement will be based upon return travel to Vancouver from Smithers: mileage (excluding taxi charges) will be based on twenty-eight cents (\$.28) per kilometer and may be claimed where the location of the referral is in excess of two hundred (200) kilometers from Smithers.
- (3) Eligible accommodation costs (excluding meals) may be reimbursed to a maximum of five (5) consecutive days on one (1) visitation. Daily accommodation rates shall be actual expenses or forty dollars (\$40.00) per day, whichever is less.
- (4) Receipts will be required for actual expenses.

(e) Claim Procedure

The parties agree that the Employer will administer the plan. Claims may be made on forms supplied by the Employer. All claims must be made within ten (10) working days of their being incurred. From time to time the Labour Management Relations Committee will be provided with information concerning the administration of the plan. In the event of a dispute as to a claim, the parties agree that the Labour Management Relations Committee shall review and if possible, resolve the dispute. If the Labour Management Relations Committee is unable to resolve the dispute then that Committee shall develop its own procedure to have the dispute adjudicated. No appeal or grievance may be instituted with respect to any portion of the operation of this plan.

(f) Misrepresentation

The parties agree that where an employee knowingly misrepresents the nature or amount of his claim, he or she will:

- (1) repay all or part of the reimbursement; and
- (2) be disciplined.

## ARTICLE 32 EMPLOYEE DEFINITIONS

### 32.01 Regular Full-Time Employee

A regular full-time Employee is one who is hired for a regular full-time position and who works a regular schedule of thirty five (35) or forty (40) hours per week, as applicable to the classification in which they are employed pursuant to article 9. Regular full-time employees have seniority rights and are eligible for all of the provisions of this Agreement.

### 32.02 Regular Part-Time Employee

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

Regular part-time employees employed as at (date of Union ratification) shall continue to receive the benefits and conditions of this Agreement as they have in the past.

New regular part-time employees, hired after (date of Union ratification), whose regular schedule averages seventeen and one-half (17.5) hours or more per week, shall receive the benefits of this Agreement, pro-rated on the basis of the percentage (%) of full-time hours they are scheduled to work. New regular part-time employees, whose regular schedule averages less than seventeen and one-half (17.5) hours per week, shall be eligible for the terms and conditions of this Agreement except, Article 13, Annual Vacations; Article 14, Statutory Holidays; Article 15, Health And Welfare; Article 16, Bereavement Leave; Article 19, Jury Duty; Article 23.06, Work Boots; and article 31, Medical Travel. Effective (date of Union ratification), they shall be paid an additional twelve percent (12%) of their straight-time earnings in lieu of the above articles.

Regular part-time employees who are required by the Employer to work over and above their established regular part-time hours be paid at straight-time rates until the overtime thresholds set out in article 10 are reached, after which overtime rates shall apply in accordance with the provisions of article 10. These additional hours shall not change the employees established regular part-time appointment upon which benefits are based under article 32.02.

### 32.03 Temporary Employee

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

Temporary employees shall be eligible for the terms and conditions of this Agreement except, Article 7, Seniority; Article 13, Annual Vacations; Article 14, Statutory Holidays; Article 15, Health And Welfare; Article 16, Bereavement Leave; Article 19, Jury Duty; Article 22, Approved Absence; Article 23.06, Work Boots; and article 31, Medical Travel. Effective (date of Union ratification), they shall be paid an additional twelve percent (12%) of their straight-time earnings in lieu of the above articles.

### 32.04 Casual Employee

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

Casual employees shall be eligible for the terms and conditions of this Agreement except, Article 7, Seniority; Article 13, Annual Vacations; Article 14, Statutory Holidays; Article 15, Health And Welfare; Article 16, Bereavement Leave; Article 19, Jury Duty; Article 22, Approved Absence; Article 23.06, Work Boots; and article 31, Medical Travel. They shall receive vacation and statutory holiday pay in accordance with statutory requirements.

### 32.05 Student Employee

A student employee is one who is hired on an as needed basis to assist or to supplement the regular work force during the summer season/winter. In order to be employed, student employees must either be attending a recognized secondary or post secondary educational institution or equivalent, or be on summer vacation and returning to recognized secondary or post secondary educational institution or equivalent at the start of the next school year or the next school semester, if applicable.

Student employees shall be eligible for the terms and conditions of this Agreement except, Article 7, Seniority; Article 13, Annual Vacations; Article 14, Statutory Holidays; Article 15, Health And Welfare; Article 16, Bereavement Leave; Article 19, Jury Duty; Article 22, Approved Absence; Article 23.06, Work Boots; and article 31, Medical Travel. They shall receive vacation and statutory holiday pay in accordance with statutory requirements.


ARTICLE 33 TERM OF AGREEMENT

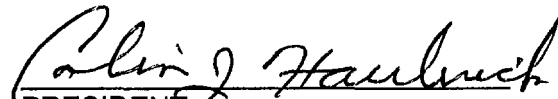
33.01 This Agreement shall effect from January 1, 2005 and expiring December 31, 2008 and shall automatically be renewed annually thereafter unless either party hereto shall give notice as provided for in the Canada Labour Code, requiring the other party to commence collective bargaining.


SIGNED THIS 20 DAY OF JULY, <sup>2005</sup>~~2006~~.

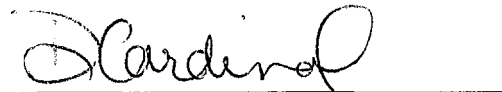
FOR THE TOWN OF SMITHERS:

FOR C.U.P.E. LOCAL 1570-04:

  
MAYOR

  
PRESIDENT

  
CHIEF ADMINISTRATIVE OFFICER

  
SECRETARY

**SCHEDULE “A”**  
**HOURLY WAGE RATES**

POSITION	CURRENT	Effective January 1, 2005	Effective January 1, 2006	Effective January 1, 2007	Effective January 1, 2008
		(2%)	(2%)	(2%)	**
Airport Maintenance - Mechanic Foreman	\$26.74	\$27.28	\$27.83	\$28.39	
Airport Administrative Assistant	\$25.32	\$25.83	\$26.35	\$26.88	
Airport Maintenance – Mechanic/Operator II	\$24.04	\$24.52	\$25.01	\$25.51	
Airport Maintenance – Mechanic/Operator I (see note below)	\$22.75	\$23.21	\$23.67	\$24.14	
Labourer	\$20.80	\$21.22	\$21.64	\$22.07	
Student Employees *	\$16.64	\$16.98	\$17.31	\$17.66	

\* Student Employees rate is (80%) of the above Labourer's rate provided (that they shall in no event be paid below \$13.25 per hour.

\*\* The same general increase, if any, that is negotiated by the Town of Smithers and CUPE Local 1570 for Town of Smithers employees shall be applied to Airport employees (including the same effective date the foregoing effective date notwithstanding).

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

LETTER OF UNDERSTANDING #1

between

TOWN OF SMITHERS (AIRPORT)

and

C.U.P.E. LOCAL 1570-04

Re: Employee Sick Leave Accumulations

This letter of understanding is in force and effect from January 1, 2000 to and including December 31, 2008, at which point it shall automatically expire. The following regular full-time employees shall have the following "grandparented" (PSAC) sick leave accumulations during the period when this letter remains in force and effect:

NAME	ACCUMULATION IN DAYS
Tracy Berry	57 days
Gordon Arnold	122 days
Gary Fearnside	20 days



These "grandparented" sick leave accumulations may be used by the employees should they be eligible to take paid sick leave under article 15.02, in addition to sick leave accumulated under article 15.02(a) and subject to the maximum one hundred and sixty (160) working day limit on accumulative sick leave (inclusive of earned sick leave and "grandparented" sick leave as above).

When the above employees use sick leave, they shall first utilize sick leave earned and accumulated under article 15.02(a). The "grandparented" sick leave amounts shall only be used after an employee's accumulated sick leave under article 15.02(a) has been exhausted, provided that the maximum sick leave that any employee may utilize is one hundred and sixty (160) working days from both sources (inclusive of earned sick leave and "grandparented" sick leave as above).

The "grandparented" sick leave amounts are not to be counted for purposes of payout under article 15.02(e). The payout of unused sick leave shall be based solely on unused sick leave accumulated by each of the employees under article 15.02(a).

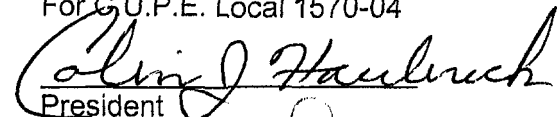
Signed this 20 day of JULY, <sup>2005</sup>~~2006~~


For the Town of Smithers

  
Mayor  


Chief Administrative Officer

For C.U.P.E. Local 1570-04

  
President

  
Secretary

LETTER OF UNDERSTANDING#2

between

TOWN OF SMITHERS (AIRPORT)

and

C.U.P.E. LOCAL 1570-04

Re: Employment of Temporary Employees

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

<u>Name</u>	<u>Classification</u>
Paul Ealden	Airport Maintenance – Mechanic/Operator II

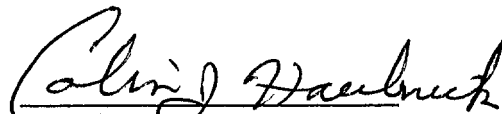
The Employer shall not utilize employees, who are not members of the bargaining unit, to perform work in the above listed classification during the winter season, if by so doing, it results in one or both of above listed individuals not being employed on a seasonal basis, provided the above listed individuals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

Signed this 20 day of JULY, <sup>2005</sup>~~2006~~

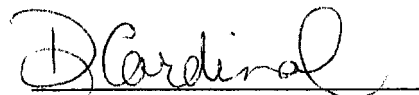
For the Town of Smithers

For C.U.P.E. Local 1570-04

  
Mayor

  
President

  
Chief Administrative Officer

  
Secretary





LETTER OF UNDERSTANDING #3

between

TOWN OF SMITHERS (AIRPORT)

and

C.U.P.E. LOCAL 1570-04

Re: Employment of Town of Smithers Employees

When filling regular full-time or regular part-time vacancies at the Airport, the Employer shall give preference over other external applicants to qualified regular full-time or regular part-time employees from the Town of Smithers who apply, provided no Airport employee has been selected to fill such vacancy.

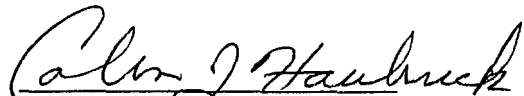
Town of Smithers employees, who are selected to fill regular vacancies at the Airport under this letter, shall forego any and all claims to further employment with the Town. They shall have their continuous service with the Town recognized for purposes of vacation allotment. Their banked overtime and unused sick leave accruals, if any, shall be carried forward with them. However, their seniority in Local 1570-04 shall commence, as a new employee, at the time they commence employment at the Airport, and they shall serve a new probationary period.

Signed this 20 day of JULY, <sup>2005</sup>~~2006~~

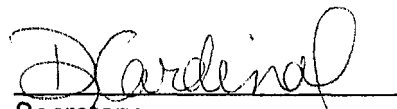
For the Town of Smithers

For C.U.P.E. Local 1570-04

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
President

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

  
\_\_\_\_\_  
Secretary

