

COLLECTIVE AGREEMENT

January 1, 2021 - December 31, 2024

between

DISTRICT OF KITIMAT



AND



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THIS AGREEMENT made this 18TH day of **December, 2020**

BETWEEN:

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

OF THE FIRST PART

AND:

UNIFOR LOCAL 2300
(hereinafter called "the Union")

OF THE SECOND PART

ARTICLE 1 - OBJECTIVE

- 1.01 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.
 - (e) The Union and the District of Kitimat commit to ensuring that they comply with all their legal obligations, including those imposed by the provisions of the *Labour Relations Code*, the *Human Rights Code of B.C.* and the *Workers' Compensation Act*.
 - (f) The District and the Union agree to promote employment equity in the workplace which will assist visible minorities, persons with disabilities, **Indigenous persons**, and women in gaining entry into employment and which will provide opportunities for advancement.

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.
- 2.02 The parties agree that the foregoing enumeration of management's rights shall be vested in the Chief Administrative Officer.
- 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
- In January of every year, 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, gender identity, **gender expression** 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 The Union and the District of Kitimat recognize the importance of promoting a professional, civil and respectful workplace. **The District and the Union agree to uphold the prohibited grounds for discrimination as set out in the Human Rights Code of British Columbia and in this Collective Agreement. Furthermore, the District and the Union recognize the right of employees to work in an environment free from bullying, harassment, or unlawful discrimination of any kind as set out in this Collective Agreement.**

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, **become a member of the Union on the first day of employment**, 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.

5.03 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. **Upon** commencing employment, each new regular, temporary and part-time employee shall be introduced to their Shop Steward, **Union President and Safety Representative**.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 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 Chief Administrative Officer 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 COMMITTEE

8.01 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 Chief Administrative Officer.

8.02 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. The District and Union shall have ten (10) working days to submit a response on item(s) raised at the meeting.

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 RELATIONS

9.01 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.

9.02 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 Chief Administrative Officer 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.

10.04 Settling of GrievancePre-Grievance Step

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

Step 1 - Department Level

Failing a satisfactory response in the pre-grievance step, the Union shall, by stating their case in writing, within seven (7) working days after the pre-grievance step response is received, submit the grievance to the Department Head. Department Head(s) or delegate shall arrange a grievance meeting with the Shop Steward or Union Representative within

fourteen (14) working days of when the grievance was submitted to seek settlement. The Department Head shall have seven (7) working days from the grievance meeting to investigate the matter and respond **in writing with a particularized response to each specific allegation outlined in the grievance.**

Step 2 - Administrative 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 Chief Administrative Officer or delegate. The Chief Administrative Officer or delegate shall arrange a grievance meeting within fourteen (14) working days with the Union Grievance Committee with a view to resolving the dispute. The Chief Administrative Officer or delegate shall have seven (7) working days, from the grievance meeting, to respond.

The Union and District agree that no District manager will respond to more than any one Step of the grievance process.

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 Chief Administrative Officer, as provided in "Step 2". If the grievance is not resolved at Step 2, it may proceed to arbitration as provided in Step 3.

10.06 Management Grievance

- (a) The Chief Administrative Officer 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 six (6) Shop Stewards as follows:

Riverlodge, Arenas, Pool, 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. The grievor has the right to be present at all steps of the grievance procedure.

10.11 Disclosure of Information

It is agreed that disclosure of information necessary to assist in resolving grievances at the earliest opportunity is essential to good labour relations and resolving disputes as soon as possible without unnecessary expense and both parties agree to assist in that process in good faith. The parties agree that such disclosure must always adhere to statutory obligations concerning private information and take into account legitimate concerns regarding confidentiality.

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.

11.02 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 DISCIPLINE

12.01 Written Warning or Written Reprimand

- (a) The disciplinary record of an employee, including letters of reprimand or warning shall not be used against him/her at any time after eighteen (18) months, provided there have been no further infractions during that eighteen (18) month period **following the last disciplinary event**. After **that** eighteen (18) month period, letters and reports shall be removed.
- (b) 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 after the Employer becomes aware of the incident to allow for completion of the investigation. If more time is required, extensions will be granted if mutually agreed to by the District of Kitimat and Unifor 2300.

12.02 Right to Union Representation

When any exempt staff is meeting with an employee for disciplinary purposes or to investigate if discipline may be issued, the Shop Steward **shall be** present.

An employee may only be reprimanded, 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.

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 workforce 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 the accumulated seniority. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards quarterly. The list shall include Regular Full-Time and Regular Part-time employees seniority date, Part-time, Temporary, and Casual employees on the 1200 hour list seniority date and Part-time, Temporary and Casual employees accumulation of hours towards the 1200 hour list.

13.03 Probation for Newly Hired Employees

- (a) 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.
- (b) For Part-time, Temporary and Casual employees, once the employee has completed twelve hundred (1200) hours worked and is on the "Part-time, Temporary and Casual Seniority List" a probationary period will not be required if the employee is hired in a Regular position.

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.
- (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 STATUS

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 Article 17, 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.

14.01 (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.

- (f) Summer Student, means a person who is temporarily employed for a defined period of time typically not to exceed four (4) months per year and is attending secondary or a recognized post secondary institution and is intending to return to their studies following their work term

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 and Letter of Agreement #12 - Program for the Scheduling and Use of Regular Part-time / Part-time / Temporary / Casual employees.

ARTICLE 15 - PROMOTIONS AND STAFF CHANGES15.01 Job Postings (Regular Positions)

- (a) Notices of all new Regular positions and Regular vacancies inside the bargaining unit shall be posted on the District's website, emailed to the Union and posted in all areas * for one (1) week, so that all members shall know about the vacancy or new position. Employees may leave an application with their supervisor for a specific job posting that may come up when they are absent from the workplace.
- (b) In an area where every member is on email the District may choose to email 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.
- (d) Unless mutually agreed to, all vacancies within the bargaining unit will be posted internally first. If the District is unable to fill the vacancy from within the bargaining unit, the District may post externally.
- (e) **The District shall award all posted positions within six (6) weeks of the Job Posting closing. Exceptions shall be made for Employees unavailable for testing and/or interviews due to a pre-approved absences or sickness. The Employer shall not be un-reasonable in the time required to award or fill the awarded position.**

* specific areas: District Offices, Public Works Yard, Police Office, Riverlodge Recreation Centre, Pool Tamitik Arena, KIR Arena, Fire Hall Office, Purchasing, Economic Development and Water Bay.

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.

When the District intends to perform testing, such testing shall not be discriminatory and must be relevant to the job vacancy. If an Employee has previously successfully completed the testing specific to the job vacancy, through the District's recruitment process, the Employee shall not be required to be re-tested unless they chose to do so.

15.03 Seniority

- (a) 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.
- (b) **When posting the following positions, the District shall use seniority as the deciding factor provided the employee has the required qualifications and the ability to perform the job:**
 - Aquatic Helper
 - Recreation Attendant I Tamitik
 - Utility Operator
 - Operation Maintenance Person

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 Vacancy of Regular Positions

- (a) Notices of temporary vacancy of regular positions expected to be six (6) weeks or longer shall be posted in all areas* 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
 - Wage rate.
- (b) The District may choose not to award a temporary **vacancy of a regular** position to a candidate if there would be a significant effect on operational efficiency.
- (c) **When the term of a temporary position comes to an end, and the District intends to terminate that position within a Department, Seniority shall be used to determine which Employee holding a temporary position within the same Department is displaced, provided that Employees will only be permitted to move into temporary positions for which they possesses the required qualifications.**

* specific areas: District Offices, Public Works Yard, Police Office, Riverlodge Recreation Centre, Pool Tamitik Arena, KIR Arena, Fire Hall Office, Purchasing, Economic Development and Water Bay.

15.06 Sand Salt Shift Posting

- (a) The District shall post for the Sand Salt Shift.
- (b) The Sand Salt Shift shall be posted at **the Construction Craft Worker I** 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.

16.06 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 WORK

17.01

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.
- (c) 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.
- (c) **The Employer may ask an employee to start their seven (7) hour shift at 7:00 a.m. on an as needed basis, however the acceptance of the start time shall be voluntary.**

17.03

Leisure Services

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

Schedules for Aquatic and Arena Regular Full-time employees (excluding Recreation Attendant I – Pool) will be posted a minimum two (2) weeks in advance in accordance with the following shifts:

- **Early morning shift shall mean eight (8) working hours commencing between 5:30 am and 7:30 am**
- **Day shift shall mean eight (8) working hours commencing between 7:30 am and 9:30 am**
- **Afternoon shift shall mean eight (8) working hours commencing between 1:00 pm and 4:00 pm**
- **Late night shift shall mean eight (8) working hours commencing between 5:00 pm and 7:00 pm**

Within one year the Agreement the parties will meet to discuss the hours of work as set out above and the option of a compressed work week, for Aquatic and/or Arena staff. Any changes to the agreement shall be jointly agreed up between the Union and the District.

- (c) 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.
- (d) 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, that is one hour or less, 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. If twelve (12) hours rest is not given, the employee shall be paid one and one half (1 1/2) times the rate of pay for the entire affected shift. The following premiums shall apply to a split shift employee in accordance with the number of parts worked:

First part \$1.75/hour

Second part \$1.75/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.

The parties agree to meet and discuss how to ensure that Split Shifts are used only when reasonably necessary to meet service demands in a cost effective manner.

- (d) When fifty percent (50%) or more 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: \$1.35 per hour
- (e) The working schedule for Regular, Part-time and Temporary employees shall be posted two (2) 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, and the acceptance of these additional hours shall be voluntary.

Article 17.09 will apply if shift change is made with less than forty-eight (48) hours' notice or additional hours are worked with less than twenty-four (24) hours' notice.

Any changes made to the posted schedule will be confirmed verbally and electronically.

Note: The District of Kitimat will investigate the feasibility of implementing a digital scheduling system for Leisure Services employees.

- (f) Regular Part Time and 1200 hour employees scheduling of weekly hours shall be done on the basis of seniority with respect to, legal requirements, necessary skills and qualifications required perform the work.

With respect that operational considerations drive schedules, legal requirements, necessary skills and qualifications required to perform the work; the District intends where feasible to normally schedule Part-time employees who have not reached 1200 hour status, more hours than those with less accumulated hours of work. This is to be reviewed quarterly over the calendar year.

- (g) Employees wishing to trade shifts may do so by filling out a shift change form and submit it to their Supervisor for approval.

The trading of shifts involves no additional benefits and no overtime. It is done only for the benefit of the employee and may not necessarily be approved.

Shifts that are traded must be clearly defined, with both of the shifts being traded noted. All traded shifts must be of equal hours. The shift trade form must be signed by both employees.

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 ($\frac{1}{2}$) 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 ($8\frac{1}{2}$) consecutive hours (day shift), eight (8) consecutive hours (afternoon shift) or seven and one-half ($7\frac{1}{2}$) 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 ($7\frac{1}{2}$) hours' work.
 - (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 ($7\frac{1}{2}$) 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 **seventy**-five cents (\$2.75) for all straight time hours worked on a Sunday.

17.08 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 (posted or otherwise) 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.

Where less than forty-eight (48) hours' notice is provided for shift change, a premium of time and one-half (1.5) for all regular hours worked throughout the employee's first day of work on the new shift will be paid. It is understood that 1.5 is a premium and is not considered overtime.

Any changes shall be confirmed verbally and electronically.

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.
- (b) Notwithstanding 17.10 (a), the minimum daily pay for a high school student reporting for work as a Gym Marshal, Rink Marshal, Pool Marshal or an Aquatic Helper performing swim lessons, on a day when school is in session 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 one dollar (\$1.00) 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.

18.02 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, **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. (Exceptions to this clause shall be that the Premium Pay for Abnormal Conditions provided in Article 24.05 shall continue to be paid when overtime is paid.)

18.07 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 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, (not exceeding 3 weeks, exceptions shall be made for those taking banked time as part of their retirement) be arranged where possible in accordance with the express preference of the employee. Banked time requests shall not be unreasonably denied.

Once an employee's banked time has been approved it shall not be changed except by mutual agreement, or to attend to work requiring urgent completion or because of essential services requiring urgent attention.

Banked time shall not exceed one thousand and forty (1040) hours at any one time. Employees may request a maximum of one (1) separate cheque per year and can also have bank time paid out upon request (without limitation) on existing pay days.

Bargaining unit members may offer banked time compassionately to another bargaining unit member in a time of need for their use for a personal emergency.

18.08 Distribution of Overtime

Overtime opportunities will be distributed as equally as practicable among employees in the same department, having regard for employees who **normally perform the work in question followed by those who** work under the job description that the work in question falls under **but don't normally perform the work on a day to day basis**, followed by employees who are trained and can safely perform the work in question. Management will post the overtime list in all work areas bi-weekly and keep it updated. Upon request the District will provide the Union with a list of employees and overtime worked.

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

- (a) A "Call-out" is defined as that occasion when an 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	Family 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.

20.02 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 period. Temporary Regular and Regular Part-time employee may choose to receive pay for statutory holidays based on the average hours worked in the previous two pay periods. Regular Part-time employees must notify the District prior to December 10 with the change in system being effective January 1. Temporary Regular employees must notify the District upon acceptance of the temporary position.
- (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 - VACATIONS

21.01 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 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.

21.01 Length of Vacations - Continued

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, or the percentage of gross wages exclusive of overtime and premium pay, earned by the employee during the preceding year, whichever is greater. This 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.
- (c) (i) Part-time, Temporary and Casual, TWELVE HUNDRED (1200) hour employees shall be paid vacation pay at a rate of six (6) percent on each cheque.
- (ii) Part-time, Temporary and Casual, Non- TWELVE HUNDRED (1200) hour employees 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) (non TWELVE HUNDRED (1200) hour employee) and six (6) percent (TWELVE HUNDRED (1200) hour employee) 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 up to five (5) of those days over into the succeeding vacation year. A request to carry over up to five (5) days should be submitted to the Supervisor before September 1. An employee whose vacation entitlement is twenty (20) working days or more, may carry over up to ten (10) of those days into the succeeding year. A request to carry over up to ten (10) days should be submitted to the supervisor before September 1.

21.06 Broken Vacation Periods

Vacations may be taken in increments of not less than five (5) days with the exception that up to fifteen (15) 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 **shall be carried over or paid out at the employees request, such requests must be made before September 1 in writing to the District.** 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 April 30 of the following year for all 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. Current year vacation entitlement for the year the employee retires can either be taken as vacation or paid out. Employees shall have the option.

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

"Sick Leave" 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 their supervisor of an absence due to illness before the commencement of an employee's regular shift.

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 **90% of** 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 **one hundred and eighty (180) calendar days**.
 - (ii) For Regular Full-time employees in Outside Positions, pay the employee **90% of** full pay at the employee's regular basic rate commencing with the thirteenth working hour of disability, up to a maximum **one hundred and eighty (180) calendar days**.
 - (iii) For Regular Full-time employees in Inside Positions, pay the employee **90% of** full pay at the employee's regular basic rate commencing with the eleventh working hour of disability, up to a maximum **one hundred and eighty (180) calendar days**.
 - (iv) For Regular Part-time employees, pay the employee **90% of** full pay at the employee's regular basic rate commencing with the tenth working hour of disability, up to a maximum **one hundred and eighty (180) calendar days**.
 - (v) Employees on sick leave payment of less than 100% as outlined above shall be permitted, upon request, to use banked time to supplement their pay to 100%.
- (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 **who regularly work 8 hour days - 24 hours**
 - (ii) Regular Full-time employees **who regularly work 7 hour days - 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
- (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.

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 case 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.
 - (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 **one hundred and eighty (180) calendar** days' pay provided for in Article 22.02 (a) the employee shall be considered to be on medical **leave**. All benefit plans, including recall rights, shall be continued for a further ninety (90) working days. If, after ninety (90) working days on medical **leave** 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 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 waiting 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 **have their wages maintained by the District, but under no circumstances shall the employee be entitled to wages paid by the District and WSBC wage loss benefits for the same period (excluding any partial or permanent disability awards), and the employee shall cooperate with the District and WSBC to ensure that any such double recovery is rectified.**
- (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 twelve (12) hours of banked time to a maximum of one time per year.

ARTICLE 23 - LEAVE OF ABSENCE23.01 Negotiation Pay Provisions

Up to **five (5)** 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 Chief Administrative Officer

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 Chief Administrative Officer 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 three (3) representatives of the Union shall not suffer any loss of pay or benefits for the time involved in joint job evaluation meetings.

23.04 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 UNIFOR, 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 UNIFOR, 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 **on an annual basis**.

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 Municipal Pension Plan.

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 **outside of the Kitimat/Terrace area. The taking of leave must be reasonably associated with the time of death.**
- (b) Immediate family shall mean spouse (including same sex and common law), fiancé(e), children (including stepchildren or legal ward of the employee), grandchildren, parents (including stepparents), grandparents, brothers and sisters of the employee, and parents (including stepparents) of the employee's spouse (including same sex and common law), brothers-in-law, sisters-in-law, **nieces and nephews**.

23.08 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 (1)** 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.

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 **eighteen (18)** 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 **their** former job, or another which is consistent with **their** 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.
 - (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 **three (3)** paid days 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

- (a) Leave of absence without pay and without loss of seniority may be granted for up to four (4) hours by the **Coordinator/Department Leader**. Longer durations may be granted upon written application to the appropriate Department Head by any employee. Such leave must be taken at a time satisfactory to the District.
- (b) **If an Employee makes a request in writing at least thirty (30) days prior to a requested date, a general leave of absence without pay and without loss of seniority may be granted, by the appropriate Department Head, for up to four (4) months. An employee will not be permitted to take general leave for the purpose of working in another capacity (either self-employed or for another employer). Except for a case of an emergency, once an Employee's general leave has been approved it shall not be changed except by mutual agreement. General leave requests shall not be unreasonably denied.**
- (c) Part-time, Temporary and Casual Employees shall be entitled to a minimum of two (2) weeks leave of absence without pay annually.

23.13 Leave for Public Duties

The District recognizes the right of employees to run for public office. Upon written request to the Chief Administrative Officer, 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 Chief Administrative Officer, 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.

23.15 Compassionate Care Leave

All employees are entitled to up to **27** 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 their 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.

24.04 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 **one (\$1.00) dollar** per hour, whichever is greater.

- (i) Employees may temporarily relieve in or perform the principal duties and/or responsibilities of a higher paid position within the bargaining unit. These employees will be selected in order of seniority from the group of employees who possesses the necessary skills and/or qualifications, are trained to perform the

work required and are readily available. When that position carries a wage range, the employee shall receive the next higher step than their previous rate or **one (\$1.00) dollar** per hour, whichever is greater.

- (ii) **The District shall make all reasonable efforts to backfill all Coordinator positions in Leisure Services for any planned absence of the regular incumbent greater than forty-eight (48) hours.**

The District shall endeavor to back fill Coordinator positions for absences where less that forty-eight (48) hours' notice was given.

Department Leader positions in Public Works Yard shall be filled for any absence of the regular incumbent.

It shall be the Districts responsibility to ensure that anyone who relieves into a Coordinator / Department Leader position has received adequate training to perform the position.

The 1st group of employees to be utilized to back fill these positions shall be as follows:

- **Shop: Mechanics (TQ)**
- **Roads: Crew Leader***
- **Water Bay: Utility Technician***
- **Arena: RAIII's**
- **Pool: LG II's**
- **Riverlodge / Tamitik Clerical: Leisure Services Clerks**

***Subject to changes through Assistant Department Leader LOA**

- (iii) Such a temporary promotion shall not exceed six (6) consecutive weeks unless mutually agreed between the District and Union.

Explanatory Note

“Principal Duties of a Higher Paying Position” refers to performing job duties and/or responsibilities 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.)

- (iv) Temporary promotions will not be used to avoid filling a full-time position vacancy.
- (v) Employees shall not be expected to hold more than one (1) position.

(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 one dollar and **fifty cents (\$1.50)** per 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 one dollar and **fifty cents (\$1.50)** per 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 one dollar and **fifty cents (\$1.50)** per 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 (including hydrant maintenance), waste plant work, potable water repairs and dig-ups, hydrovac excavating, work at cemetery or mausoleum interment which exposes the employee to noxious substances, clean-up of abnormal amounts of bodily substances, **clean-up of abnormal amounts of animal substances (e.g. excrement, dead animals or animal parts)**; or contact with the sewer material, they shall receive an additional one dollar and **fifty cents (\$1.50)** per hour, over and above their basic hourly rate.

24.06 Aquatic Staff Compensation for Training

- (a) **Aquatic staff compensation shall be paid in accordance with article 24.10.**

The District will provide all aquatic courses locally on an annual basis for those looking to maintain their aquatic staff qualifications. In the event that the District is unable to provide local courses the District will, provide the employee the opportunity to attend the course(s) in question within BC where the employee(s) will be sent at the cost of the District as per article 24.10. 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.

In addition, the District will post a list of aquatic courses every four (4) months.

Selection for the courses shall be 1st by those requiring the certification to complete their progressions by seniority, 2nd for those looking for advancement within their department by seniority.

- (b) The District shall provide two (2) hours pool time every five (5) weeks to the aquatic staff as per of in-service. **In-services may consist of items such as: Team building, Leadership skills, Communication tips, Safety procedure practice, First aid practice, Fitness skills and drills, Lifeguarding standards, Pool mechanical, Safety related topics**

The content of each in service, will be determined by the Aquatic Coordinator or delegate.

In addition to the in-services described herein, the District shall provide the aquatic staff employees use of the pool during the employee's normal working hours, when the pool and the employee are available and not occupied, to train, maintain, or recertify aquatic standards required by Life Saving Society.

- (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 program are conducted:

Canadian Red Cross Society Levels:

All Red Cross swim pre-school levels	1 hour
Parent and tot levels (Starfish and Duck)	1 hour
Aqua adult 1	1 hour
Aqua Adult 2, 3	2 hours
Levels 1 through 4	1 hour
Levels 5 through 7	1 hour & 30 minutes
Levels 8 through 10	3 hours

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	30 hours
National Lifeguard	40 hours

- (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 continues to hold the required Aquatic Helper 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 of Lifeguard/Instructor 1, the employee shall progress to the Lifeguard/Instructor I rate.

24.07

Meal Allowance

- (a) The District shall pay a meal allowance of twenty-two (\$22) dollars, under the following circumstances:
- (i) When an employee **is scheduled to and works two (2) or more** hours immediately preceding and up to the commencement of their regular scheduled day shift.
 - (ii) When an employee is required to work continuously for two (2) hours **or more** beyond the end of their regular scheduled shift, **and after every additional four (4) hours of work beyond the additional two (2) hours after the end of their shift.**
 - (iii) When an employee is on a call out, **and works two (2) hours or more**, and after **eight (8)** hours work, if required to continue working after such hours.
 - (iv) On days an employee is not scheduled to work, after four (4) hours and after **eight (8)** 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 ($\frac{1}{2}$) 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.

24.08 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 **eight hundred (\$800)** 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 **1200** 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

Education, Development, Training and Upgrading Programs

The District and Union recognize that a flexible and well-trained workforce is an asset to ensure delivery of premium cost-efficient services to the public.

The parties recognize that training is an essential component of employee development and is key to preparing employees for career development opportunities.

The District shall maintain a training program to ensure the increased knowledge, experience and skills of employees. Training shall be done in a fair and consistent manner, having due regard to their seniority, to enable them to improve their job performance and ability to apply for vacancies in a higher or different job position.

An employee shall not suffer loss of wages or benefits while attending training. The District shall not pay wages for attendance at training opportunities held outside of the employee's regular hours of work. Attendance at training courses is subject to approval by the District.

a) Job Required / Related Training

The District shall cover the cost of course and/or examination fees and travel costs for an employee's first (1st) attempt to take a course or written examination to obtain, renew or maintain qualifications requisite / related for their position. If an employee requires a second (2nd) attempt the District will reimburse the employee upon successful completion. Training shall be considered as time worked for time spent in such training. They shall be paid in accordance with applicable provisions of the collective agreement.

If an employee requires subsequent attempts for completing the course or written examination, the District will not be responsible for any further costs or wages unless there is mutual agreement between the parties. Attendance at such courses is subject to approval by the District.

b) On-The-Job Training

(i) Selection for such training, as job shadowing, mentoring shall be done on a seniority basis as follows by the Department Head or delegate:

- 1st, departmentally by employees who would be utilizing the training for the District in their own job description.
- 2nd, departmentally by employees who would reasonably be expected to utilize the training for the District as part of a temporary assignment, posted or not posted.
- 3rd, by employees who may utilize the training for the District as part of a temporary assignment, posted or not posted.

The employee shall be paid the appropriate rate as per article 24.04.

Participation in on-the-job training opportunities shall be subject to approval by the District.

In order to support the District's training program, regular job specific training sessions will be performed on a quarterly basis. These sessions will be 8 hours in duration and performed in a classroom setting. The training sessions will be scheduled in advance, course contents and topics developed beforehand and be led by Crew Leaders. The Crew Leaders will be allotted 4 hours prior to each session to prepare. Training shall be considered as time worked for time spent in training.

(Explanatory Note: In addition to the Roads department this process shall also be followed in both Waterbay and the Arena, with the Crew Leader being replaced by comparable positions in their respective areas)

(ii) **On an annual basis employees shall have an annual review with their supervisor to discuss, training, and development opportunities, which will aid in career progression in the employee's respective areas. Such meetings shall not be disciplinary in nature.**

c) Career Development Training Committee

The Committee will create an application form for employees use to apply for career development training.

An employee interested in career development will provide the Committee an application by March 1st of each year, to participate in potential job shadowing opportunities, courses and or programs.

The Committee shall meet semi-annually or as needed. The Committee shall develop a provisional budget, to discuss and make recommendations to the District for the selection of applicants for career development training.

Depending on the nature of the training, proven aptitude in the subject matter may be required. Training opportunities shall be offered to employees through an application process in a descending order of seniority on a rotational basis.

Such courses are not intended to be job required or job related, instead are intended to be for career advancement of the employee.

Course fees shall be borne by the District. 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 training opportunities held outside of the employee's regular hours of work.

24.11 Health and Wellness

The District recognizes the benefit of a strong and active workforce through the promotion of a healthy lifestyle. The District will offer to its employees, their dependents (children and spouse) and bargaining unit retirees, **one hundred percent (100%)** off all public drop in sessions (open gym, weight room, public skate, public swim), economy tickets, memberships and all fitness programs offered by the Kitimat Leisure Services Department.

24.12 Wages Rates and Schedules "A" and "B" apply the following percentages to all job classifications:

Effective January 1, 2021 2.75%
Effective January 1, 2022 *
Effective January 1, 2023 *
Effective January 1, 2024 *

*** January 1st wage increases for 2022, 2023 and 2024, shall match the percent increase agreed to by Unifor 2301 and Rio-Tinto in the preceding year, subject to the following:**

(i) the District shall match the percentage increase applied to regular hourly wage rates only, and such matching shall not include any premium increases, bonus payments or any other increases; and

(ii) in any event, regardless of what is agreed to by Unifor 2301 and Rio-Tinto, the percentage increase applied by the District to regular hourly wage rates shall be capped at a maximum of 3% in each 2022, 2023, and 2024.

ARTICLE 25 - JOB EVALUATION

25.01 New Position

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 three (3) 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 PLANS26.01 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.

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:

- i) The lifetime limit for Pacific Blue Cross coverage is \$500,000;
- ii) hearing aid maximum at \$1,750.00 per ear over a two (2) year period;
- iii) adult custom made foot orthotics to a maximum of \$800.00 every twenty-four (24) months. For dependants under age 16 custom made foot orthotics and arch supports to a maximum of \$500.00 every twelve (12) months;
- iv) smoking cessation aids prescribed by a medical doctor licensed by the British Columbia College of Physicians and Surgeons, \$375.00 annually to a lifetime maximum of \$750.00;
- v) chiropractic/naturopathic yearly maximum to **\$1,000.00**;
- vi) speech therapist yearly maximum to \$2,000.00;
- vii) psychologist yearly maximum to \$1,000.00
- viii) acupuncture treatments yearly maximum to \$900.00;
- ix) podiatrist yearly maximum to \$600.00;
- x) physiotherapist or massage therapist yearly maximum to \$1,000.00;
- xi) orthopaedic shoes yearly maximum of \$600.00 for adults and \$600.00 for dependent children.

(c) Dental Plan:

- i) provide 100% coverage for Plan A expenses;
- ii) provide **75%** coverage for Plan B expenses;
- iii) Provide **70%** coverage for Plan C expenses with a maximum;
- (iv) Orthodontic coverage of **\$6,000.00**;
- iv) provide for white fillings;

Payments for orthodontics shall be billed to carrier prior to employee portion of billing.

(d) Travel Allowance Supplement: - Provide for same coverage as Pacific Blue Cross Travel Plan

- i) Provide for a maximum accommodation allowance of **\$175.00** per night from October 16 to April 14 and **\$225.00** per night from April 15 to October 15;

Note: The employee and/or dependent shall be eligible for seven (7) nights per visit unless it has been ordered or prescribed by the attending physician that the patient must stay longer than seven (7) days, and in these cases the accommodation allowance shall continue for a maximum of fourteen (14) days.

- ii) 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;
- iii) The allowance for lodging in facilities such as Heather House shall be **\$1,500.00**;
- iv) The Medical Travel Plan includes reconstructive jaw surgery;

- v) Expenses for ground transportation is to a maximum of **\$120.00** per trip and allowable options includes a rental car **or personal vehicle mileage at fifty nine (\$0.59) cents per/km. Parking fees at the Terrace airport will be reimbursed at a maximum of \$35.**
- (e) Vision Care Plan - Provide for same coverage and conditions as the Pacific Blue Cross Vision Plan.
 - i) Eyeglass and contact lens coverage of up to **\$600.00** per family member every two years;
 - ii) Eye examination coverage up to \$110.00 per family member every two years;
 - iii) **Laser eye surgery, up to one thousand six hundred dollars (1,600) per eligible person in a six (6) year period may be applied towards the cost of laser eye surgery. Any eligible person choosing laser eye surgery cannot make a claim under the vision care plan for a six (6) calendar year period.**
- (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.
- (g) Birth Control - provide for oral contraceptives benefits of up to **\$400.00** per year and non-oral contraceptives benefits of up to **\$400.00** per year.
- (h) Wigs and hairpieces required as a result of medical treatment, injury, alopecia, to a maximum of \$1000.

26.03

Group Insurance

The District agrees to maintain a Group Life Insurance Plan with a basic coverage of One Hundred and twenty-five thousand (\$125,000) 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 **75%** by the District and **25%** by the employees through payroll deduction (it is understood the existing plan will be revised to change the payment from

60% to 70% with a revised cap of \$6,000 per month.) **for the first 3 years of the Collective Agreement. The final year of the Collective Agreement the DOK will pay 100% of the Long Term Disability Plan and assume full control of the plan.**

- (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 .

26.06 Municipal Pension Plan - 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 UNIFOR Local 2300 may take advantage of this buy back at any time after becoming eligible by giving the District at least one (1) months' 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.

ARTICLE 27 - SAFETY, HEALTH AND CLOTHING

27.01 (a) Occupational Health and Safety

The District and the Union agree it is the responsibility of the District to ensure adequate provision for the safety and health of employees during the hours of their employment.

The District and the Union agree it is the responsibility of the worker to take reasonable care to protect the worker's health and safety and the health and safety of other persons who may be affected by the worker's acts or omissions at work.

Therefore, the parties shall adhere to all applicable occupational health and safety requirements set out in the Workers' Compensation Act of BC, and the Occupational Health and Safety Regulation enacted pursuant to that Act.

Therefore, the District and the Union agree that in addition to the wording in Article 27, all standards established by law shall constitute minimum acceptable practice that may be improved upon by agreement of the District of Kitimat Joint Health and Safety Committee.

The parties agree to develop **and implement an effective Occupational Health and Safety Management System that meets the requirements of the BC Municipal Safety Associations Certificate of Recognition (COR). This program shall be developed in consultation with the Districts Joint Occupational Health and Safety Committee. This Program shall be audited by the BC Municipal Safety Association prior to December 31, 2022.** It is not the intention of the parties that the Safety Program be incorporated into the collective agreement or be subject to the grievance procedure.

(b) Joint O.H.S. Committee

1. A District of Kitimat Joint O.H.S. Committee will be established and maintained by the parties to promote the occupational health and safety of the employees and to work together proactively to eliminate workplace injuries and illnesses.
2. The parties will select their own representatives and have a maximum of four (4) representatives on the Committee each.
3. The Committee shall have two (2) co-chairs, one selected by the worker representatives and the other selected by the employer representatives.
4. The District and the Union will each furnish the other with a list of names of their appointees to the Committee. Representatives from the Fire Department may also be included on the Committee.
5. The O.H.S. committee will meet a minimum of once a month or as required.
6. In addition to **required training as specified in the Workers Compensation Act**, the Members of the Committee will be entitled to attend two (2) annual local educational courses related to health and safety matters with pay and no loss of seniority. Additional courses may be considered by the O.H.S. Committee.
7. Wages, course fees and reasonable travel costs will be paid by the District for one (1) Union O.H.S. committee representative to attend relevant conferences, courses, or seminars of no more than five (5) days per occurrence, once per calendar year provided such courses etc. are acceptable and agreed to by the Committee. A detailed report will be presented to the Committee upon return.

(c) Safety and Orientation Meetings

To ensure workers are effective and successful at their jobs they require adequate orientation, instruction and training to perform their assigned tasks in a safe and efficient manner.

1. The following departments shall have regular monthly Safety and Orientation meetings:
 - Public Works
 - Riverlodge
 - Tamitik (pool, arenas and front desk)
2. The following departments shall have Safety and Orientation meetings as often as necessary, but not less than quarterly:
 - RCMP
 - Firehall
 - City Hall

3. Annual Safety/Orientation meetings as follows:

- Pre-snow clearing safety meeting (prior to commencement of salt shift season)
- Post-snow clearing safety meeting (after end of salt shift season)
- Summer student/new employee safety orientation (with specific focus on traffic control information for the young and new workers as well as standard practices and procedures for work that will be performed)
- **Leisure Services shall hold bi-annual meetings for the purpose of seasonal transitions from winter to summer work.**

Employee's time while involved in Safety/Orientation meetings will be considered as time worked while in attendance at such meetings.

For all safety meetings the District shall make all reasonable efforts that all applicable Coordinators/Department Leader positions, or their delegate, are in attendance.

Minutes from monthly safety meetings shall be posted in a conspicuous place and emailed to the applicable workers.

Action items in such meetings shall all be tracked and assigned to responsible personnel.

(d) Tool box meetings

- **Shall be held at the commencement of all shifts in Public Works and Tamitik, and as needed for other work areas.**
- **Shall be used to explain the daily work activities, the potential hazards with the job, and the controls in place.**
- **Shall be used as a venue to identify safety concerns from the workers for the work upcoming.**
- **Shall be used as a venue to review relevant SOP's to the applicable department.**

(e) Safety Training

- **The District will ensure, no Employee will be required or allowed to work on any job or operate any piece of equipment until they have received effective education, training and instruction.**
- **The District shall ensure that bargaining unit members in a supervisory capacity receive appropriate safety supervision training.**
- **The District shall ensure that all workers receive training on the roles and responsibilities for workers, supervisors and employers.**

(f) Accidents, Investigations and Inspections

- **Work place injuries, property damages, and near-miss shall be investigated in accordance with the investigation requirements of the Workers Compensation Act and District Policy. The Union co-chair shall be responsible for assigning a Union investigator.**

- The Union co-chair or designate shall be allowed to accompany a government inspector on an inspection tour and to speak with the inspector out of earshot of any other person.

(g) Right to Refuse Unsafe Work

- The District shall ensure that all employees are informed that they have the right to refuse unsafe work and that signs are posted in the workplace advising them of this right.
- Work refusals shall be carried out in accordance with the requirements of the WorkSafe BC OHS Regulation and District Policy.
- No employee shall be discharged, penalized, coerced, intimidated or disciplined for refusing unsafe work in accordance with the provisions of the WorkSafe BC OHS Regulation.

(f) Working Alone

- The Parties agree that existing working alone policies will be reviewed in accordance with the District's 'Guidelines for Developing Safety Procedures' flowchart.

27.02

Safety Equipment

- (a) The District **must** provide, in good condition, the following articles of safety equipment when required to be used in accordance with the **Regulations set out by WorkSafeBC and District specific safety procedures**: safety goggles, face masks, respirators, hard hats, fluorescent vests and hearing protectors.
- (b) The District shall provide prescription safety glasses for employees who require prescribed corrective lenses and require safety glasses for their job, to a maximum of five hundred and fifty (\$550) dollars every two years. Safety Glasses damaged due to the course of the employees' job shall be replaced by the District to a maximum of five hundred and fifty (\$550) dollars.
- (d) When, in the opinion of the Department Head, an employee requires caulks for their footwear because of the nature of their job, the District shall supply the golf spikes and pay for the affixing of the same to the employee's footwear.

27.03

Inclement Weather Clothing

1. For any employee whose duties make such clothing necessary, the District shall provide properly **fitting** clothing to accommodate those employees affected by inclement weather and sub-zero conditions, **taking size and gender into consideration where possible**.
2. All clothing will be available in Stores.

3. The Union and District will determine the necessary clothing and type of clothing **with the consultation of the Joint O.H.S. Committee and worker input**
4. The District will have the final approval on the type of clothing.
5. The employee shall return any damaged wet weather clothing to Stores prior to issuance of replacement items.
6. The District shall provide to Regular employees who work in the garage, with raw sewage, concrete, grass cutting, refuse pickup or with asphalt and tar, high visibility coveralls as reasonably required.
7. **The District shall provide laundering equipment at Public Works Yard and Tamitik for employee use to launder work gear.**

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.

27.06 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, and 1200 hour employees, shall receive the sum of **five hundred dollars (\$500) maximum every two (2) years towards the purchase of properly fitting safety boots.**
- (b) **If an employee has safety footwear that needs to be replaced prior to two (2) years due to damage that occurred during work for the District, the District will reimburse the employee in to a maximum of five hundred (\$500) dollars. The employees two (2) year term for boots will be reset at this time. These instances will be evaluated on a case by case basis.**

- (c) (i) Regular Full-time and Regular Part-time Aquatic employees, who have completed their probation period, and 1200 hour employees shall receive the sum up to the current boot allowance towards the purchase of proper aquatic footwear **every two (2) calendar years.**
- (ii) Regular Full-time and Regular Part-time Aquatic employees, who have completed their probation period, and 1200 hour employees shall receive the **sum of up to two hundred and fifty dollars (\$250) every two years** towards the purchase of wet suits, **bathing suits and/or swim shorts for work.**
- (d) When a requirement for the work to be performed, all Regular Full-time and Regular Part-time employees, who have completed their probationary period, and 1200 hour employees, shall receive the sum of **two hundred and fifty dollars (\$250.00)** for the purchase of steel toed rubber boots, to a maximum of one (1) time every two (2) years.

27.07

(a) Immunization

If **Northern Health** 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.

(b) Hepatitis

The District agrees to reimburse for hepatitis vaccinations for Regular Full-time, Regular Part-time and Part-time employees as per Article 14.01 of the Collective Agreement, in the following departments if they choose to receive the immunization:

Engineering Services

All Public Works employees
Engineering Technologists

Finance Department

Stores Persons

Leisure Services

All Lifeguards
Aquatic Helpers

All Recreation Attendants
All Recreation Service Clerks

Designated first Aid Attendants in all departments Summer Students will not receive the immunization due to the time period required for the medication to take effect.

As the inoculation consists of three sessions over an extended period any eligible employee that submits the receipts indicating the vaccinations are complete will be reimbursed to a maximum of four hundred dollars (\$400.00) plus all applicable taxes. Reimbursements will be provided once all three vaccinations are complete, not after each vaccination.

27.08 National Day of Mourning

Each year on April 28, the District will lower the flags in the District to half-mast in observation of workers killed or injured on the job. The District and Union will also issue a joint bulletin on this date to explain the event.

ARTICLE 28 - TECHNOLOGICAL CHANGE

28.01 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
- (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 their 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 ($\frac{1}{2}$) 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 their 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 their 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) 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.

29.03 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 CONDITIONS

30.01 Employee Records

An employee, on request to **Human Resources Department**, shall be granted access to their 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 **Department Leader/Coordinator**, Supervisor or Department Head, subject always to the overall directions of the Chief Administrative Officer.

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.

30.04 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. For formal Search and Rescue responses, employees may be provided time off, either at unpaid leave or at no loss of pay, if the absence is not detrimental to the department's operation.

30.08 GPS/Video Surveillance

The District agrees that if any GPS or Video surveillance technologies are to be used, the purpose of such use shall be the protection of persons and/or property and that such technology will not be used to monitor employee conduct or performance.

GPS or Video surveillance technologies are measures toward improving safety and will not be used by management for the purpose of finding misconduct or issuing discipline, referred to as "targeted surveillance."

In the event the District intends to implement any new GPS or Video Surveillance technologies the District will give the Union 60 days' notice. Once the notice has been provided the parties shall meet to discuss, privacy rights, implementation plans, and formal notice to the employees.

In circumstances where there is reasonable concern that misconduct has occurred and where records/footage generated from GPS or Video surveillance may assist in the determination of whether or not suspected misconduct has occurred, such records/footage may be reviewed by the District and relied upon for disciplinary purposes. The parties agree that information gathered from these devices will only be reviewed by the Director of Human Resources and the Department Head responsible for the disciplinary decision, and Union representatives.

ARTICLE 31 - GENERAL

31.01 Gender Neutral Language

The Parties agree by mutual agreement, to amend the Collective Agreement for the purpose of removing gender specific language and adopting a gender neutral format.

ARTICLE 32 - TERM OF AGREEMENT

32.01 This Agreement shall take effect from January 1, **2021**, and shall remain in effect until December 31, **2024**, 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 this **18TH** day of **December, 2020**.

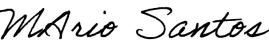
UNIFOR, LOCAL 2300



Jonathan Aiken,
PRESIDENT UNIFOR 2300



Tina Schmidt,
RECORDING SECRETARY



Mario Santos,
UNIFOR NATIONAL REPRESENTATIVE

DISTRICT OF KITIMAT



Phil Germuth,
MAYOR DISTRICT OF KITIMAT



Marli Penner,
DIRECTOR OF LABOUR RELATIONS

LETTER OF AGREEMENT #1

between

DISTRICT OF KITIMAT

and

UNIFOR, LOCAL 2300

Police Department Afternoon Shift

Unifor, 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 dollar and fifty cents (\$1.50) 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 18TH day of **December, 2020**.

UNIFOR, LOCAL 2300



Jonathan Aiken,
PRESIDENT UNIFOR 2300



Tina Schmidt,
RECORDING SECRETARY

DISTRICT OF KITIMAT



Phil Germuth,
MAYOR DISTRICT OF KITIMAT



Marli Penner,
DIRECTOR OF LABOUR RELATIONS

LETTER OF AGREEMENT #2

between

DISTRICT OF KITIMAT

and

UNIFOR, LOCAL 2300

Apprenticeship Program

The District of Kitimat and Unifor, Local 2300, agree to enter into an apprenticeship program, and agree to the following terms and conditions:

The District agrees to offer an apprenticeship in **2021**. The District and Union will meet to discuss which apprenticeship programs will be offered, with the District having the final determination.

Apprenticeship Wages - Percentage of Journeyman's Wage

Completed Level*	Start	1st year	2nd year	3rd year	4th year	5th year
Five year term	75%	80%	85%	90%	95%	TQ
Four year term	80%	85%	90%	95%	TQ	
Three year term	80%	85%	90%	TQ		
Two year term	80%	90%	TQ			

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

Selection:

The Apprenticeship Program is intended to encourage promotion from within the bargaining unit.

Apprenticeship Selection Process

Step 1: Internal posting for all Regular employees

Step 2: If there are no successful candidates after Step 1, then there will be an internal posting for all non-regular employees.

Step 3: If there are no successful candidates after Step 2, the District will post an external posting.

All pre-requisites for a particular apprenticeship will be in accordance with the ITA Standards.

Selection of the apprenticeship candidate will be based on the following considerations:

- (i) Aptitude in areas pertinent to the specific trade: In general, aptitude will be determined by an apprenticeship assessment examination recommended by an accredited public post-secondary institution. This exam may be supplemented by additional technical questions deemed appropriate to District operations.

- (ii) Dexterity Testing: The District and Union will determine a suitable dexterity test that will gauge a candidate's mechanical abilities.
- (iii) Seniority: Perspective candidates will be tested on items (i) and (ii). The final test score shall be established using the following weights:

Area (i)	70% weight
Area (ii)	30% weight

The selected candidate will be the most senior applicant who passes and whose overall score is within 15% of the highest score.

Right to Continue:

Once started in the program, the apprentice shall have the right to continue, provided he/she passes all the prescribed tests. An apprentice may be subject to layoff as per other conditions of the Agreement but cannot be bumped.

An apprentice who has failed a technical examination shall only be permitted to repeat twice. In the event the apprentice fails a third time, the apprenticeship will be terminated immediately. The apprentice will be entitled to return to their former position or another which is consistent with their seniority, qualifications and former wage rate. When the apprenticeship is complete, and where possible, the employee will be placed in a job consistent with their trade.

Training Experience and Wages

An apprentice shall be reimbursed for transportation and accommodation for expenses incurred outside of Kitimat, less the amount provided from other training sources. An employee shall receive their normal earnings while attending apprenticeship courses.

Apprentice Tools

The District will for current and future apprentices, upon presentation of receipts, reimburse an apprentice fifty (50%) of the initial cost of tools to a maximum of four thousand five hundred (\$4500) dollars. To be eligible for this reimbursement the tools must be determined by the Apprentice Sponsor to compliment the requirements of the apprentice prior to purchase. All such tools become the property of the apprentice.

Signed this 18TH day of December, 2020.

UNIFOR, LOCAL 2300



Jonathan Aiken,
PRESIDENT UNIFOR 2300



Tina Schmidt,
RECORDING SECRETARY

DISTRICT OF KITIMAT



Phil Germuth,
MAYOR DISTRICT OF KITIMAT



Marli Penner,
DIRECTOR OF LABOUR RELATIONS

LETTER OF AGREEMENT #3

between

DISTRICT OF KITIMAT

and

UNIFOR, LOCAL 2300

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

By February 28th each year the District will post for up to five (5) Summer Students for a fourteen (14) week period commencing in early May.

(Special) Outside Pay Group I

This position shall be used for Summer Students hired as **Summer Student-Labourer**.

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

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 18TH day of **December, 2020**.

UNIFOR, LOCAL 2300




Jonathan Aiken,
PRESIDENT UNIFOR 2300




Tina Schmidt,
RECORDING SECRETARY

DISTRICT OF KITIMAT



Phil Germuth,
MAYOR DISTRICT OF KITIMAT



Marli Penner,
DIRECTOR OF LABOUR RELATIONS

LETTER OF AGREEMENT #4

between

DISTRICT OF KITIMAT

and

UNIFOR, LOCAL 2300

References: 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 **\$17.20** per hour. However, the District may approach the Union on an individual basis for proposed projects that would pay less than **\$17.20**, which shall be considered by the Union, but there is no onus upon the Union to approve such programs.

LEISURE SERVICES DEPARTMENT - 2021

- Summer Program Leader a minimum of **\$17.20** per hour
- Summer Program Coordinator a minimum of **\$18.92** per hour
- Summer Program Supervisor a minimum of **\$20.68** per hour

In future years, match increases to the percentage and term agreed to in Articles 24.12 and 32.01 of this Collective Agreement.


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, **the District shall post all vacant positions for the upcoming year internally first before going external for those Employees from the Bargaining Unit who may qualify for these positions. Bargaining Unit members who are awarded a position shall continue to accumulate their average amount of hours worked from the past month from their previous position and pay Union dues.**
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. 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 further 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 18TH day of **December, 2020**.

UNIFOR, LOCAL 2300



Jonathan Aiken,
PRESIDENT UNIFOR 2300



Tina Schmidt,
RECORDING SECRETARY

DISTRICT OF KITIMAT



Phil Germuth,
MAYOR DISTRICT OF KITIMAT



Marli Penner,
DIRECTOR OF LABOUR RELATIONS

LETTER OF AGREEMENT #5

between

DISTRICT OF KITIMAT

and

UNIFOR, LOCAL 2300

Seniority – Part-time, Temporary, 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". 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. However, a manager who is dissatisfied with an employee prior to them being placed on the list for work-related reasons (i.e. lack of availability, poor work performance, etc.) must before making the decision not to schedule the employee for work:

- (a) bring the issues(s) to the attention of the employee;
- (b) give the employee the opportunity to improve;
- (c) warn the employee of the consequences of failing to improve.

Rights conferred

- (a) Seniority shall be applied to job postings as per Article 15. 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.
- (c) Seniority does not confer rights or changes in the assignment of work and scheduling of hours and shifts from existing practices.

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, a second step increment after one year on the 1200 hour list and a third step increment after two years on the 1200 hour list; all three 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 Unifor member who worked, their Employee Status, straight time hours and overtime hours worked in the pay period and year to date straight time and overtime hours worked.

Signed this 18TH day of **December, 2020**.

UNIFOR, LOCAL 2300



Jonathan Aiken,
PRESIDENT UNIFOR 2300



Tina Schmidt,
RECORDING SECRETARY

DISTRICT OF KITIMAT



Phil Germuth,
MAYOR DISTRICT OF KITIMAT



Marli Penner,
DIRECTOR OF LABOUR RELATIONS

LETTER OF AGREEMENT #6

between

DISTRICT OF KITIMAT

and

UNIFOR 2300


Medical Placements

The following protocol shall be used for assessing alternate work placements for employees who cannot continue in their present position due to the effects of illness or injury **or personal accommodations as set out by The BC Human Rights Code.**


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. **Personal Accommodations** shall be reviewed on a case by case basis as required by the **Accommodation** Placement Committee. **The committee shall consist of two (2) Union representatives and two (2) Employer representatives. Both the District and Union recognize that maintaining confidentiality for employees on accommodation is essential. Information that identifies an employee's medical condition or personal information will remain with the Human Resources department.**
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 **1st within the employees work area, 2nd within the employees Department and finally other areas** 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.
6. Wages, course fees and reasonable travel costs will be paid by the District for two (2) Union Medical Placement Representatives to attend relevant conferences, courses or seminars of no more than five (5) days per occurrence, once per calendar year, provided such courses, etc., are acceptable and available to the committee. A detailed report will be presented to the District and Union upon return.

Signed this 18TH day of December, 2020.

UNIFOR, LOCAL 2300




Jonathan Aiken,
PRESIDENT UNIFOR 2300



Tina Schmidt,
RECORDING SECRETARY

DISTRICT OF KITIMAT



Phil Germuth,
MAYOR DISTRICT OF KITIMAT



Marli Penner,
DIRECTOR OF LABOUR RELATIONS

LETTER OF AGREEMENT #7

between

DISTRICT OF KITIMAT

and

UNIFOR, LOCAL 2300

Minimum Staffing Levels

1. From January 1, **2021** for the remainder of this agreement, the number of Regular Full-time and Regular Part-time Unifor 2300 members at the District of Kitimat will not fall below **eighty-three (83)** Regular Full-time employees.

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, **however, in accordance with Article 8, Unifor is free to present matters pertaining to contracting out at Joint Consultation Meetings, wherein the District and the Union agree to work in good faith to meet and discuss options for maintaining work within the Bargaining Unit as opposed to contracting work out.**
3. **A Regular employee shall not be laid off due to contracting out.**

Signed this 18TH day of **December, 2020**.

UNIFOR, LOCAL 2300



Jonathan Aiken,
PRESIDENT UNIFOR 2300



Tina Schmidt,
RECORDING SECRETARY

DISTRICT OF KITIMAT



Phil Germuth,
MAYOR DISTRICT OF KITIMAT



Marli Penner,
DIRECTOR OF LABOUR RELATIONS

LETTER OF AGREEMENT #8

between
DISTRICT OF KITIMAT
and
UNIFOR, 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 – UNIFOR 2301 do not negotiate a COLA Clause in their Collective Agreement.

Signed this 18TH day of **December, 2020**.

UNIFOR, LOCAL 2300



Jonathan Aiken,
PRESIDENT UNIFOR 2300



Tina Schmidt,
RECORDING SECRETARY

DISTRICT OF KITIMAT



Phil Germuth,
MAYOR DISTRICT OF KITIMAT



Marli Penner,
DIRECTOR OF LABOUR RELATIONS

LETTER OF AGREEMENT #9

between

DISTRICT OF KITIMAT

and

UNIFOR, 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 UNIFOR 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 **the** waiting period); or seventeen (17) weeks.
5. The District will pay 95% of the employee's normal, regular weekly earnings for **the** 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 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 18TH day of **December, 2020**.

UNIFOR, LOCAL 2300




Jonathan Aiken,
PRESIDENT UNIFOR 2300




Tina Schmidt,
RECORDING SECRETARY

DISTRICT OF KITIMAT



Phil Germuth,
MAYOR DISTRICT OF KITIMAT



Marli Penner,
DIRECTOR OF LABOUR RELATIONS

LETTER OF AGREEMENT #10

between

DISTRICT OF KITIMAT

and

UNIFOR, LOCAL 2300

RE: Requests for Lateral Transfers/Demotions, Due to Personal/Family Aptitude/Skills and/or Medical Reasons

The District of Kitimat and UNIFOR 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.

“Explanatory Note:”

One of the intentions of this letter is for Employees to be proactive on workplace accommodations related to LOA # 6

Signed this 18TH day of **December, 2020**.

UNIFOR, LOCAL 2300



Jonathan Aiken,
PRESIDENT UNIFOR 2300



Tina Schmidt,
RECORDING SECRETARY

DISTRICT OF KITIMAT



Phil Germuth,
MAYOR DISTRICT OF KITIMAT



Marli Penner,
DIRECTOR OF LABOUR RELATIONS

LETTER OF AGREEMENT #11

between

DISTRICT OF KITIMAT

and

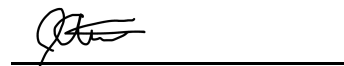
UNIFOR, LOCAL 2300

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 18TH day of **December, 2020**.

UNIFOR, LOCAL 2300



Jonathan Aiken,
PRESIDENT UNIFOR 2300



Tina Schmidt,
RECORDING SECRETARY

DISTRICT OF KITIMAT



Phil Germuth,
MAYOR DISTRICT OF KITIMAT



Marli Penner,
DIRECTOR OF LABOUR RELATIONS

LETTER OF AGREEMENT #12

between

DISTRICT OF KITIMAT

and

UNIFOR, LOCAL 2300

RE: Program for the Scheduling and Use of Regular Part-time / Part-Time / Temporary /
Casual Employees

The District of Kitimat and Unifor Local 2300 agree to enter into a **Program** for the term of this collective agreement for the scheduling and utilization of Regular Part-time / Part-time / Temporary / Casual employees.

The **Program** shall be evaluated on an ongoing basis by a Committee consisting of up to two (2) representatives from the District and two (2) Union representatives. The Committee shall meet monthly, or as required, to monitor the **Program**.

The Part-time / Temporary / Casual employees included in the **Program** will be administered subject to the following conditions:

- All scheduling shall be done on the basis of seniority with respect to necessary skills and qualifications required to perform the work.
- Part-time / Temporary / Casual employees are hired into a specific position that is described as their primary position.
- Part-time / Temporary / Casual employees may be utilized in a secondary position(s) in any department.
- Part-time / Temporary / Casual employees must not accept a secondary position(s) if it conflicts with their primary position schedule, unless the exempt manager or delegate for the employee's primary position approves.

In the event that coverage for a shift under the program cannot be met by a Part-time / Temporary / Casual employee, a Regular Part Time employee may be considered to fill into a secondary position, providing that the schedule will allow for this. Regular Part Time employees wishing to be considered for additional shifts will be listed as part of the Program.

Approval for scheduling all employees in the Program to accommodate coverage shall not be unreasonably withheld.

All employees enrolled in this program, that experience limited hours due to closure of municipal buildings for maintenance purposes shall be utilized in other areas of the municipality where a need is determined by a Department Head.

- Part-time / Temporary / Casual employees will be remunerated for all regular hours worked in two (2) different ways:
 - 1) Primary position(s) - according to the pay scale of that position

- 2) Secondary position(s) Higher Rated Job - the pay scale for the secondary position when the principal duties of the position are being performed. When that position carries a wage range, the employee shall receive the next higher step than their primary positions' rate or **one dollar (\$1.00)** per hour, whichever is greater.
- 3) Secondary position(s) Lower Rated Job – the employee's regular rate shall not be reduced.

Part-Time employees who hold a temporary Full-Time posting shall be excluded from this program for the duration of the posting.

The District will provide a seniority list of all Part-time / Temporary / Casual employees in the Program and their applicable skills, qualifications and areas of training. Seniority will accumulate District-wide for Part-time / Temporary / Casual employees in the Program. All hours worked in other than primary positions will be tracked by the committee.

The District agrees that it will not assign unscheduled and call-out hours of work to Part-time / Temporary / Casual employees until it has been offered to Regular Part-time employees in that department or work area unless the Regular Part-time employees have reached full-time hours for the week. The District agrees that it will assign hours to employees in their primary position according to seniority.

Article 17.09 will apply if shift changes are made with less than forty-eight (48) hours' notice.

The offering of additional hours to Regular Part-time / Part-time / Temporary / Casual employees will not constitute a minimum number of weekly hours for Regular Part-time / Part-time / Temporary / Casual employees. Minimum weekly hours shall be defined as per Article 14.01.

Article 14.01 will not limit the hours that Part-time / Temporary / Casual employees can work.

Regular Part-time / Part-time / Temporary / Casual employees must apply to be included with the Program.

This Program will not apply to any work performed under Letter of Agreement #3 and #4.

Signed this **18TH** day of **December, 2020**.

UNIFOR, LOCAL 2300



Jonathan Aiken,
PRESIDENT UNIFOR 2300



Tina Schmidt,
RECORDING SECRETARY

DISTRICT OF KITIMAT



Phil Germuth,
MAYOR DISTRICT OF KITIMAT



Marli Penner,
DIRECTOR OF LABOUR RELATIONS

LETTER OF AGREEMENT #13

between

DISTRICT OF KITIMAT

and

UNIFOR, LOCAL 2300

Domestic Violence Leave

The District will provide Domestic Violence leave if an employee, an employee's child (under 19), or a dependent adult in the care of the employee (either a parent or former guardian) is facing domestic or sexual violence.

The District will provide up to five (5) days of paid leave and up to five (5) days of unpaid leave that may be taken intermittently or consecutively, and up to fifteen (15) weeks of additional unpaid leave per calendar year.

Employees may take leave for any of the following purposes in relation to domestic or sexual violence:

- To seek medical attention for a physical or psychological injury or disability
- To get victim services or other social services
- To get psychological or other professional counselling
- To move temporarily or permanently
- To seek legal or law enforcement help or attend a civil or criminal proceeding

If requested, employees must provide the employer with reasonable proof in the circumstances that the employee is entitled to the leave.

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.

Signed this 18TH day of December, 2020.

UNIFOR, LOCAL 2300



Jonathan Aiken,
PRESIDENT UNIFOR 2300



Tina Schmidt,
RECORDING SECRETARY

DISTRICT OF KITIMAT



Phil Germuth,
MAYOR DISTRICT OF KITIMAT



Marli Penner,
DIRECTOR OF LABOUR RELATIONS

LETTER OF AGREEMENT #14

between

DISTRICT OF KITIMAT

and

UNIFOR, LOCAL 2300

Access to Vacation During Snow Season - Public Works Yard

Purpose

The purpose of this Letter of **Agreement** 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 restriction

- PWY Clerical

Article 21.04 applied with no snow season restriction

- Roads, Garage, Waterbay

- November and March - two (2) employees entitled to be approved for vacation without snow season restriction.
- December, January and February, one (1) employee is entitled to be approved for vacation without snow season restriction.

Additional employees may be approved for vacation without snow season restriction based on operational needs, on a case by case basis, subject to the approval of the Department Head or designate. Requests/access for leave shall not be unreasonably withheld/denied.

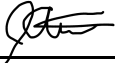
Available for Snow Clearing

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.

Signed this 18TH day of **December, 2020**.

UNIFOR, LOCAL 2300




Jonathan Aiken,
PRESIDENT UNIFOR 2300




Tina Schmidt,
RECORDING SECRETARY

DISTRICT OF KITIMAT



Phil Germuth,
MAYOR DISTRICT OF KITIMAT



Marli Penner,
DIRECTOR OF LABOUR RELATIONS

LETTER OF AGREEMENT #15

between

DISTRICT OF KITIMAT

and

UNIFOR, LOCAL 2300

District of Kitimat Position Review

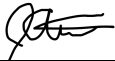
The District agrees to all position name changes and references within this collective agreement, to be adjusted to reflect the new agreed upon position names and agreed upon wage rates from the District of Kitimat Position Review and shall be retroactive to September 12, 2018.

Public Works Position Review


The District agrees to all position name changes and references within this collective agreement, to be adjusted to reflect the new agreed upon position names and agreed upon wage rates from the Public Works Position Review and shall be retroactive to January 1, 2017.

Signed this 18TH day of December, 2020.

UNIFOR, LOCAL 2300




Jonathan Aiken,
PRESIDENT UNIFOR 2300




Tina Schmidt,
RECORDING SECRETARY

DISTRICT OF KITIMAT



Phil Germuth,
MAYOR DISTRICT OF KITIMAT



Marli Penner,
DIRECTOR OF LABOUR RELATIONS

LETTER OF AGREEMENT #16

between

DISTRICT OF KITIMAT

and

UNIFOR, LOCAL 2300

Harassment

1. The District acknowledges all discipline can be grieved under Article 12
2. The District and Unifor 2300 agree that all employees have the 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 Harassment Policy.
4. The Harassment Policy shall not be amended during the term of the agreement unless mutually agreed to by the parties.

TITLE: HARASSMENT POLICY

VISION

Bullying and Harassment is not acceptable in the operations of the District of Kitimat. Everyone has a right to a harassment free environment and everyone has a responsibility to ensure the District of Kitimat is harassment free.

SCOPE

This policy applies to all employees, Council Members, Volunteers and Members of the Public. It applies to all interpersonal and electronic communications, such as email.

Harassment includes Bullying and Harassment, Discriminatory Harassment, Sexual Harassment and Personal Harassment.

Bullying and Harassment

Bullying and harassment includes any inappropriate conduct or comment by a person towards a worker that the person knew or reasonably ought to have known would cause that worker to be humiliated or intimidated.

Workers must not engage in the bullying and harassment of other workers and report if bullying and harassment is experienced.

Examples of conduct or comments that might constitute bullying and harassment include, but are not limited to, verbal aggression or insults, calling someone derogatory names, harmful hazing or initiation practices, vandalizing personal belongings, making personal attacks based

on someone's private life and/or personal traits, and spreading malicious rumours.

Discriminatory Harassment

Discriminatory Harassment refers to discrimination covered by the *Human Rights Code* which covers discrimination based on race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age.

Allegations of Discriminatory Harassment from members of UNIFOR Local 2300 can be advanced according to the provisions of their respective Collective Agreements (excerpts attached Appendix 1).

Sexual Harassment

Sexual harassment refers to any unwanted and inappropriate sexually oriented practice from one person to another that affects employment.

Allegations of Sexual Harassment from members of UNIFOR Local 2300 can be advanced according to the provisions of their Collective Agreement (excerpts attached Appendix 1).

Personal Harassment Defined

Personal Harassment is offensive conduct or comment, directed towards a specific person(s), which has the effect of creating an intimidating, hostile, or offensive work environment. It includes but is not limited to:

- Physical threat, intimidation or assault or unwelcomed physical contact such as touching, patting, pinching or punching.
- Implied or expressed promise of reward or threat of reprisal, or denial of opportunity for refusal to comply with a request or requirement which is unrelated to a legitimate workplace objective.
- The improper use of power or authority to endanger an employee's position and/or threaten career advancement.
- Retaliation for the lodging of a harassment allegation or participating in an investigation.
- Specific exclusion or ostracising
- Specific documentation of another's activities for future use not associated with a legitimate workplace objective
- Circulating information, including gossiping, about another person not associated with a legitimate workplace objective

Misuse of Managerial/Supervisory Authority Misuse of managerial/supervisory authority takes place when a person who supervises or is in a position of authority exercises that authority in a manner which serves no legitimate work purpose and which ought reasonably be known to be inappropriate.

Personal Harassment is not the normal exercise of Management and Union Rights. Properly discharged supervision responsibilities, including disciplinary action, is not personal harassment. Properly discharged Union responsibilities, including the filing of grievances, is not personal harassment.

To constitute Personal Harassment, the behavior need not always be repeated or persistent. In some circumstances, a single significant incident will suffice.

Where a Harassment allegation is determined to be of a frivolous, vindictive or vexatious nature, appropriate action will be taken that may include discipline.

Harassment allegations should be made as soon as possible after the event(s), and no longer than **one (1) year** after the event(s). Exceptions to the time periods will be considered as per the directions of section 22 of the Human Rights Code. (See Appendix 2)

Resolving All Harassment Concerns

(EXPLANATORY NOTE: for the remainder of this document “Harassment” shall represent Bullying and Harassment, Discriminatory Harassment, Sexual Harassment and Personal Harassment)

Building a Joint Respectful Workplace Committee

A Joint Respectful Workplace Committee shall be created. The joint committee will include up to two representatives of each of the stakeholders which shall ensure balanced gender representation.

Joint Respectful Workplace Committee members shall receive mutually agreed Respectful Workplace Leadership and/or Workplace Harassment Investigation Training.

Wages, course fees and reasonable travel costs will be paid by the District for Committee members to attend Respectful Workplace Leadership and / or Workplace Harassment Investigation Training. Whenever possible the District will bring training to Kitimat with the intent of maximizing the training opportunity.

A list of Joint Respectful Workplace Committee members shall be posted on all employee bulletin boards, containing contact information for each committee member.

Filing a Complaint:

If any employee or elected official believes they have been harassed and / or discriminated against there are specific actions that can be taken:

- Request a stop of the unwanted behaviour and / or comments
- Inform the individual, that is doing the harassing or discrimination against you, that the behaviour is unwanted and unwelcomed
- Seek assistance from your union and management representative appointed to the Respectful Workplace Committee
- Document the events, complete with dates, times, location, witnesses and specific details
- Report the incident

Step 1- Informal Resolution

If possible (this is not a mandatory Step), people are encouraged to raise the matter directly with the person(s) involved to make them aware of the concern and request the behavior in question be stopped.

The intention of Step 1 is to bring about a resolution to the situation informally.

If it is not possible or practical for the complainant to raise the matter directly with the person(s) involved, the complainant must put in writing the specific details of their complaint and seek assistance by reporting the incident(s) directly to a management member and a union member

of the Joint Respectful Workplace Committee.

Step 2 – Investigation

Upon receipt of the written complaint, the management representative and union representative shall meet, together, within three working days and: 1) schedule an interview with the complainant, such interview is to be held within five working days; 2) advise the employee they have the right to refuse unsafe work; and 3) commit utmost confidentiality to the complainant. **An external investigator may be used upon mutual agreement by the CAO, or delegate, and Union President, or delegate.**

After the initial interview with the complainant, the District may appoint any person trained in Respectful Workplace Leadership and/or Workplace Harassment Investigation Training as their representative in the matter.

Where the Complainant is a female or identifies as a female and the complaint involves sexual harassment or gender discrimination, the investigation committee must include at least one female investigator.

Within three working days of the interview that was held with the complainant, the respondent, along with their agent (ie: representing union, Department Director, CAO or Corporate Officer or Mayor in the case of the CAO) shall be provided the written details of the allegation(s).

Any employee or elected official who is to be interviewed may request to have a shop steward, or agent, as a witness for them during any part of the investigation they are part of.

The investigation is to be completed within ten working days from the date the respondent and their agent were provided details of the allegation(s). A written statement of the investigation findings shall be given to the **CAO, or delegate** and the President of Unifor 2300, the complainant and the respondent. The investigation findings are strictly confidential unless required by law to disclose to a third party; approval to release personal identifying information may be required from the complainant, respondent(s) and / or witness(es).

The District shall act on the findings in the investigation in good faith – including appropriate disciplinary action if warranted. Any discipline issued to a union represented employee shall be subject to the provisions of the collective agreement, including the right to grieve and arbitrate any such discipline.

The parties acknowledge the right of the individuals to file a complaint with the appropriate provincial bodies and to seek redress.

The pursuit of frivolous allegations through the Human Rights Complaint Procedure has a detrimental effect on the spirit and intent for which this Policy was rightfully developed and should be discouraged.

Confidentially / Anonymity

Allegations of Harassment cannot be made anonymously.

Complaints of Harassment are to be treated as strictly confidential by the Complainant, Respondent, Members of the Joint Respectful Workplace Committee and any other person who becomes aware of the complaint.

Any person accused of Harassment has a right to full details of the accusations.

Record-keeping

The District of Kitimat recommends that workers keep written accounts of incidents to submit with the complaints.

Training

Training and awareness are key to eliminating Harassment in the work place. All employees must undergo Harassment training.

Ongoing Training

Training sessions will be scheduled intermittently, as required, and any new employees shall be required to attend. The intention is to hold a training session at least once a year.

Casual Employees and Summer Students shall receive information and an overview from their supervisor and/or immediate foreman on Harassment and the District of Kitimat Policy as part of their orientation.

Publicity

A Poster containing information on Harassment and the District of Kitimat Policy shall be posted throughout the work place.

Review of Policy

This Policy will be reviewed annually, before May 31, by representatives from UNIFOR Local 2300, and the District.

APPENDIX 1

Excerpt from UNIFOR 2300 Collective Agreement

ARTICLE 4 – HUMAN RIGHTS

4.01 The District and Union agree that there shall be no discrimination or coercion exercised or practised 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, gender identity, **gender expression** 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 Harassment

The Union and the District of Kitimat recognized the importance of promoting a professional, civil and respectful workplace. **The District and the Union agree to uphold the prohibited grounds for discrimination as set out in the Human Rights Code of British Columbia and in this Collective Agreement. Furthermore, the District and the Union recognize the right of employees to work in an environment free from bullying, harassment, or unlawful discrimination of any kind as set out in this Collective Agreement.**

APPENDIX 2

Excerpt from Human Rights Code

Time limit for filing a complaint

- 22** (1) A complaint must be filed within **one year** of the alleged contravention.
- (2) If a continuing contravention is alleged in a complaint, the complaint must be filed within **one year** of the last alleged instance of the contravention.
- (3) If a complaint is filed after the expiration of the time limit referred to in subsection (1) or (2), a member or panel may accept all or part of the complaint if the member or panel determines that
- (a) it is in the public interest to accept the complaint, and
- (b) no substantial prejudice will result to any person because of the delay.

Signed this **18TH** day of **December, 2020**.

UNIFOR, LOCAL 2300



Jonathan Aiken,
PRESIDENT UNIFOR 2300



Tina Schmidt,
RECORDING SECRETARY

DISTRICT OF KITIMAT



Phil Germuth,
MAYOR DISTRICT OF KITIMAT



Marli Penner,
DIRECTOR OF LABOUR RELATIONS

LETTER OF AGREEMENT #17

between

DISTRICT OF KITIMAT

and

UNIFOR, LOCAL 2300

District of Kitimat Advisory Commissions

For all Council established Advisory Commission meetings, the District shall provide the Union with advance notice of meeting dates and agendas of such meetings, and the ratified minutes arising from such meetings.

Minutes of closed Advisory Commission meetings will not be released until they are ratified by the Advisory Commission and approved for release by Council.

Signed this 18TH day of **December, 2020.**

UNIFOR, LOCAL 2300



Jonathan Aiken,
PRESIDENT UNIFOR 2300



Tina Schmidt,
RECORDING SECRETARY

DISTRICT OF KITIMAT



Phil Germuth,
MAYOR DISTRICT OF KITIMAT



Marli Penner,
DIRECTOR OF LABOUR RELATIONS

LETTER OF AGREEMENT #18

between

DISTRICT OF KITIMAT

and

UNIFOR, LOCAL 2300

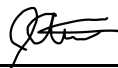
Early Retirement Supplemental Benefit

The parties acknowledge that changes to the Municipal Pension Plan (MPP) are anticipated to be implemented during the term of this Collective Agreement. In recognition of the likelihood that these changes will have an impact on the early retirement benefits associated with the MPP, the parties have agreed to the following (the "Early Retirement Supplemental Benefit").

1. The Early Retirement Supplemental Benefit will be in effect, subject to paragraph 2, for the term of this Collective Agreement.
2. The Early Retirement Supplemental Benefit, and the associated terms set out in this Letter of Agreement, are of no effect and will not become operative until the first day of the month following the implementation of changes to the MPP, and on the condition that the changes reduce the early retirement benefits currently available (as at December 2020).
3. An employee who, during the term of this Collective Agreement, reaches between the ages of fifty-five (55) and sixty-one (61) years and has achieved fifteen (15) years of continuous service with the District, may, on a one-time basis, choose to receive an Early Retirement Supplemental Benefit payment in the gross amount of \$5,000.00. Employees will be required to notify the District, in writing, during the annual notification period (January), which notification must confirm a retirement date during the same calendar year.
4. No Early Retirement Supplemental Benefit payment shall be paid until the first month that the employee begins to receive retirement benefits payments through the MPP.
5. The notification period shall be one month each year, starting on January 1, 2022 to January 31, 2022 and each January thereafter. This Early Retirement Supplemental Benefit will be capped at fifty thousand dollars (\$50,000) over the life of the Collective Agreement. Any unused money not claimed in 2022 shall be available for the January 2023 notification period and so on into the January 2024 notification period, if funds are still available. In the event there is a need to determine which employees receive an Early Retirement Supplemental Benefit payment, seniority shall be the determining factor.
6. Eligible employees who elect to retire and receive the \$5000 benefit as per above #3 shall have the option to direct the payment of the benefit to a personal RRSP and the DOK shall comply to such request.

Signed this 18TH day of **December, 2020**.

UNIFOR, LOCAL 2300



Jonathan Aiken,
PRESIDENT UNIFOR 2300



Tina Schmidt,
RECORDING SECRETARY

DISTRICT OF KITIMAT



Phil Germuth,
MAYOR DISTRICT OF KITIMAT



Marli Penner,
DIRECTOR OF LABOUR RELATIONS

LETTER OF AGREEMENT #19

between

DISTRICT OF KITIMAT

and

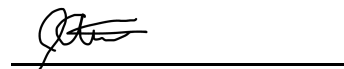
UNIFOR, LOCAL 2300

Employee and Family Assistance Program

The District Agrees to recognize and jointly work with Union Employee and Family Assistance Representatives in dealing with issues identified or raised regarding hourly employees.

Signed this 18TH day of **December, 2020**.

UNIFOR, LOCAL 2300



Jonathan Aiken,
PRESIDENT UNIFOR 2300



Tina Schmidt,
RECORDING SECRETARY

DISTRICT OF KITIMAT



Phil Germuth,
MAYOR DISTRICT OF KITIMAT



Marli Penner,
DIRECTOR OF LABOUR RELATIONS

LETTER OF AGREEMENT #20

between

DISTRICT OF KITIMAT

and

UNIFOR, LOCAL 2300

Construction Craft Worker

In order to promote training, progression and succession within the Roads Department the District will endeavour to maximize and take full advantage of the Districts infrastructure to develop workers, abilities to perform their jobs safely and efficiently to the point of trades level skill.

To that end the District will provide current and future in the Roads Department employees with training and mentoring required to progress through the Operation Maintenance Person Progression System, and the Construction Craft Worker apprenticeship program as described through the ITA.

The District will track all hours and keep the employees updated on a monthly basis as to where their hours of accumulation are at.

Hours accumulated towards the Construction Craft Worker TQ shall be accumulated performing the following tasks as defined in the ITA:

- a) the handling of construction materials, using and maintaining tools and equipment, organizing work, interpreting basic blueprints and performing routine activities related to the occupation;
- b) the preparing, cleaning and monitoring of sites, performing basic demolition and ground work, performing safety watches;
- c) the using of scaffolding and access equipment;
- d) the assisting with shoring, setting up and dismantling of formwork for concrete;
- e) the placing and assisting with finishing of concrete, modified concrete, assisting with the installation of grout, epoxies and caulking;
- f) the preparing for masonry work and tending of bricklayers;
- g) the installing of utility piping and performing pipeline activities;
- h) the installing of paving materials and roadwork components.

The District will provide employees within the Department two ways of obtaining their certification:

- I. Working at the District and challenging the certification exam after 6000 hours accumulation, or
- II. Attending Coast Mountain College for the Construction Craft Worker program, combined with four thousand (4000) hours of accumulation and examination. The District commits to providing this option to a minimum of one (1) Roads


Department employee annually. Should more than one employee apply, the seat will be awarded based on seniority. Further seats may be approved on a case by case basis and subject to sufficient scheduling coverage and operational abilities.

Following the completion of the Inside Jobs evaluation project, the District shall refer the matter of the potential inclusion of Construction Craft Worker TQ into job descriptions for Crew Leader II and III as a formal qualifications to the Joint Job Evaluation Committee for consideration in accordance with Article 25.

This District shall endeavor to have this process completed before December 31/2021

Signed this 18TH day of December, 2020.

UNIFOR, LOCAL 2300



Jonathan Aiken,
PRESIDENT UNIFOR 2300



Tina Schmidt,
RECORDING SECRETARY

DISTRICT OF KITIMAT



Phil Germuth,
MAYOR DISTRICT OF KITIMAT



Marli Penner,
DIRECTOR OF LABOUR RELATIONS

LETTER OF AGREEMENT #21

between

DISTRICT OF KITIMAT

and

UNIFOR, LOCAL 2300

Assistant Department Leader Position


Following the completion of the Inside Job evaluation project, the District shall, through the Joint Job Evaluation Committee, discuss and evaluate an Assistant Department Leader position for posting (one for Roads and one for Waterbay) in accordance with Article 25, subject to the District’s discretion concerning the decision to create Assistant Department Leader positions.

Any agreed to changes shall be reflected in Article 24.04.


This District shall endeavor to have this process completed before December 31/2021.

Signed this 18TH day of December, 2020.

UNIFOR, LOCAL 2300



Jonathan Aiken,
PRESIDENT UNIFOR 2300




Tina Schmidt,
RECORDING SECRETARY

DISTRICT OF KITIMAT



Phil Germuth,
MAYOR DISTRICT OF KITIMAT



Marli Penner,
DIRECTOR OF LABOUR RELATIONS

LETTER OF AGREEMENT #22

between

DISTRICT OF KITIMAT

and

UNIFOR, LOCAL 2300

Personal Vehicles

The District will provide vehicles (where available) for employees to use in the performance of their duties. If an employee chooses to use their personal vehicle instead there will be no allowance paid.

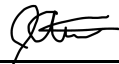
If a vehicle is not available and needed for the performance of their duties, the employee may obtain approval from their department head to be paid per kilometer for the specific trip related to the performance of their duties.

The vehicle allowance shall be paid at the current government rate per kilometer and will be submitted via expense claims one time per month.


If an employee uses their personal vehicle on approved business use more than six (6) times in a calendar month, the Employer will pay the upgrade costs from personal use to business use.

Signed this 18TH day of December, 2020.

UNIFOR, LOCAL 2300



Jonathan Aiken,
PRESIDENT UNIFOR 2300



Tina Schmidt,
RECORDING SECRETARY

DISTRICT OF KITIMAT



Phil Germuth,
MAYOR DISTRICT OF KITIMAT



Marli Penner,
DIRECTOR OF LABOUR RELATIONS

LETTER OF AGREEMENT #23

between

DISTRICT OF KITIMAT

and

UNIFOR, LOCAL 2300

Class 3 Driver's License Requirements

Background: The District of Kitimat reached out to Unifor Local 2300 to have a discussion around job qualifications for the Operation Maintenance Person job description that better supports the operations of the District. This would include changing the Drivers License requirement from a Class 5/7N to a Class 3 with airbrake endorsement as a prerequisite. The Parties agree to the following:

1. The District will change the following positions' job descriptions to require a Class 3 Drivers' License with air break endorsement as a minimum pre-requisite:
 - a. Operation Maintenance Person
 - b. Construction Craft Worker
 - c. Utility Operator
 - d. Utility Technician
2. Summer Students, Temporary OMP, Temporary Utility Operator and positions filled through LOA 12 will be exempt from this LOA.
3. Current incumbents of the above mentioned positions will be offered the training opportunity to obtain their Class 3 license with air brake endorsement, with associated costs to be covered by the District.
4. Class 3 with airbrakes will be added as an option to the Training Committee application form for future training applicants in accordance with Article 24.10 (c) of the Collective Agreement.
5. The Parties agree to continue to discuss items of importance to either party within scope and in accordance with Article 8 of the Collective Agreement at Joint Consultation.
6. This LOA does not limit in any way the District's Management Rights set out in Article 2 of the Collective Agreement between the parties to determine job content and job qualifications in accordance with relevant terms of the Collective Agreement.

Signed this 18TH day of **December, 2020**.

UNIFOR, LOCAL 2300



Jonathan Aiken,
PRESIDENT UNIFOR 2300



Tina Schmidt,
RECORDING SECRETARY

DISTRICT OF KITIMAT



Phil Germuth,
MAYOR DISTRICT OF KITIMAT



Marli Penner,
DIRECTOR OF LABOUR RELATIONS

LETTER OF AGREEMENT #24

between

DISTRICT OF KITIMAT

and

UNIFOR, LOCAL 2300

Article 17.02 Inside Employees Regular Working Schedule- Clerk Public Works Yard

As agreed to in September 2018, the Clerks Public Works Yard regular hours of work are increased to 40 hours per week, effective October 9, 2018.

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.

Signed this 18TH day of **December, 2020**.

UNIFOR, LOCAL 2300



Jonathan Aiken,
PRESIDENT UNIFOR 2300



Tina Schmidt,
RECORDING SECRETARY

DISTRICT OF KITIMAT



Phil Germuth,
MAYOR DISTRICT OF KITIMAT



Marli Penner,
DIRECTOR OF LABOUR RELATIONS

LETTER OF AGREEMENT #25

between

DISTRICT OF KITIMAT

and

UNIFOR, LOCAL 2300

Article 17.02 Inside Employees Regular Working Schedule- Fire Hall Clerk

The hours for the Fire Hall Clerk position shall be increased to forty (40) hours per week, effective September 9, 2019.

The regular working schedule for a day shall consist of eight (8) consecutive hours from 8:00 am to 4:30 pm with a half hour lunch and breaks as determined by the Collective Agreement.

Signed this 18TH day of **December, 2020**.

UNIFOR, LOCAL 2300



Jonathan Aiken,
PRESIDENT UNIFOR 2300



Tina Schmidt,
RECORDING SECRETARY

DISTRICT OF KITIMAT



Phil Germuth,
MAYOR DISTRICT OF KITIMAT



Marli Penner,
DIRECTOR OF LABOUR RELATIONS

LETTER OF AGREEMENT #26

between

DISTRICT OF KITIMAT

and

UNIFOR, LOCAL 2300

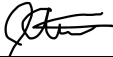
Trial Period Set at Full Time Equivalency

The intent of this LOA is to clarify the terms of Article 15.04, Trial Period. All language in 15.04 remains, however the length of the trial period is clarified below:


For regular positions, the trial period shall be the equivalent of hours worked in the application time frame referenced in 15.04 (a) for the appropriate nature of the regular position- full time or part time. For positions of Pay Groups one (1) to four (4) inclusive of Schedules "A" and "B" the trial period shall be an equivalent of three (3) months of service. If an employee is not actively at work for any reason during the 3 month period, the trial period shall be extended to the equivalent time of the employee working three (3) months of service. For Pay Groups five (5) and above, this period shall be the equivalent of six (6) months of service.

Signed this 18TH day of **December, 2020**.

UNIFOR, LOCAL 2300




Jonathan Aiken,
PRESIDENT UNIFOR 2300




Tina Schmidt,
RECORDING SECRETARY

DISTRICT OF KITIMAT



Phil Germuth,
MAYOR DISTRICT OF KITIMAT



Marli Penner,
DIRECTOR OF LABOUR RELATIONS

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 **27** weeks of unpaid leave to provide care or support to a family member if a medical practitioner or **nurse 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 **52 weeks** 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 subsection **5 (b)**, 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: 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	28.55	30.02	30.80	31.71	32.14
2	Accounting Clerk; Documents and Records Clerk; Clerk Typist; Dispatch Clerk	29.78	31.35	32.09	32.94	33.70
3	Accounts Payable Clerk; Purchasing Clerk; Recreation Services Clerk; Youth Worker; RCMP Transcription Clerk	31.03	32.78	33.65	34.49	35.42
4	Data Processing Clerk; Record Clerk RCMP	32.36	34.29	35.28	36.20	37.19
5	Accounting Information Systems Clerk; Assistant Purchasing Agent; Clerk Public Works Yard; Engineering Assistant; Receptionist - District Office; Information Systems Assistant; Planning Assistant	33.73	35.84	36.87	37.93	38.94
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., Economic Development Clerk	35.21	37.51	38.62	39.80	40.89
7	Recreation Programmer, Bylaw Officer	36.56	39.06	40.30	41.52	42.79
8	Financial Account Clerk; RCMP Administrative Coordinator; Recreation Administrative Coordinator; Engineering Tech.1, OHS Advisor	37.89	40.52	41.93	43.23	44.62
9	GIS Tech; Recreation Programs Coordinator, Planner (NQ)	40.03	43.02	44.47	45.96	47.46
10	Planner	41.98	45.22	46.83	48.49	50.12
11	Building Inspector I; Senior Accountant	43.72	47.23	49.02	50.77	52.52
12	Engineering Technologist II, Building Inspector	45.65	49.52	51.43	53.32	55.24
13	Building Inspector II	47.73	51.87	53.95	55.98	58.08
14		50.04	54.53	56.82	59.07	61.21

Effective January 1, 2021

SCHEDULE B - OUTSIDE POSITIONS: HOURLY RATES

Pay Group	Positions/Titles	January 1, 2021	Step 1A	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Special	Rink, Gym & Pool Marshals, Concessionaires	16.06									
Special	Aquatic Helper	23.14									
1	Summer Student Labourer PWY; Labourer - Gardening	34.57									
	Recreation Attendant I - Tamitik; Recreation Attendant I - Riverlodge	35.42									
2	Operations Maintenance Person - Public Works Yard	35.42		35.72	36.01	36.31	36.61	36.91			
	Utility Operator - Public Works Yard	35.42	35.72	36.27	36.87	37.47	38.08	38.68	39.28	39.88	40.48
3	Lifeguard/Instructor I; Park Attendant; Stores Person I	36.13									
4	Recreation Attendant II - Riverlodge	36.91									
5	Recreation Attendant II - Tamitik; Construction Craft Worker I; Trades Assistant (No TQ)	37.79									
6	Recreation Attendant III; Stores Person II	38.62									
7	Lifeguard/Instructor II	39.61									
8	Construction Craft Worker II; Trades Assistant (TQ); Heavy Equipment Operator	40.48									
9	Crew Leader I	41.27									
	Utility Technician	41.27		42.92	44.30	45.66	47.03				
10	Construction Craft Worker III	42.06									
11		43.35									
12	Aquatic Coordinator; Gardener	44.03									
13	Arenas Coordinator; Plant Maintenance and Repair Person; Crew Leader II	44.98									
14		46.03									
15	Facilities System Maintenance Worker; Carpenter (TQ); Electrician (TQ); Mechanic (TQ), Crew Leader III	47.03									
16		48.13									
17		49.21									
18	Utilities Department Leader; Roads Department Leader; Fleet Maintenance Department Leader	50.12									

Effective January 1, 2021