COLLECTIVE AGREEMENT

BETWEEN

THE CITY OF GRAND FORKS

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4728

APRIL 1, 2024 TO MARCH 31, 2028

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DEFINITIONS

"Employee" – An employee is a person who is employed full or part-time by the Employer, on a regular, probationary, temporary, casual, part time or summer student basis.

"Regular Employee" – A regular employee is a person who is employed on a regular basis in a position expected to be continuous and who has successfully completed probation. These employees accumulate seniority and are entitled to all benefits outlined in the Agreement.

"Regular Part Time Employee" – A regular part-time employee is one who works regularly scheduled shifts but does not work the scheduled hours of a full-time employee. These employees accumulate seniority and are entitled to all benefits outlined in the Agreement. Where it states in this agreement an entitlement to a right or benefit for a Regular Employee it would be inclusive of employees deemed to be Regular Part Time. Specifically, regarding the Municipal Pension Plan (MPP) enrollment, a Regular Part Time employee that works 30 hours or more on average per week, will be enrolled in the MPP after the completion of their probationary period.

"Probationary Regular Employee" – A regular employee serving the probationary period.

"Temporary Employee" – A temporary employee is a person who is employed for a specified or indefinite period not to exceed twelve (12) consecutive months in any one (1) year, subject to extension for a similar period by mutual agreement.

"Casual Employee" – Casual employees are employed on a periodic or on-call basis to cover absence due to sick leave, or any approved absence or to augment the regular work force during peak periods.

" Student Employee" – A Student Employee is a position, limited to students attending secondary and post-secondary institutions.

The following Articles of the Collective Agreement shall apply and no others:

- Article 1 – Recognition of Union
- Article 2 – Management Rights
- Article 5 – Grievance Procedure
- Article 10 – Hours of Work, Overtime and Wages
- Section 1 – Hours of Work
- Section 2 – Overtime (note: No overtime will be offered to Students unless other employees have had first right of refusal.)
- Section 5 – Wages
- Article 13 – Statutory Holidays and Annual Vacations
- Section 1 – Statutory Holidays
- Article 17 – Censures and Disciplinary Action

    - Article 19 – General
    - Section 3 – Sexual Harassment/Harassment
    - Notes on Schedule A
- Student Employee Rates (note: see Item 5. below)
- Students will not be hired/working if a temporary or regular worker in that department is on lay-off.
- All Students shall attend an orientation and follow safety rules and regulations prescribed by the Employer and WorkSafe BC.
- The Employer may consider up to 1 week of unpaid leave during the term of employment.
- Student employees may be scheduled over seven (7) days at straight time at the discretion of the employer.
- Student Employees are employed as Seasonal Students or Coop Students throughout the year.

"**Seasonal Student**" –

- The maximum term of employment per Seasonal Student will not exceed a total of 22 weeks in a calendar year.
- Positions generally will commence May 1st and end August 31st.
- The primary duties will be limited to washroom clean-up, weeding, hand mowing, litter pick-up, and garbage can emptying, garden bed watering, weed eating, operating pick-up trucks, operating backpack blowers, assist all other departments in their duties, and other duties as required.

"**Coop Student**" –

- The maximum term of employment per Coop Student will not exceed two 17-week terms in one academic calendar year.
- The primary duties will be in relation to the field of studies or departmental coop needs, and other related duties as required.

"Differentials" – 10.20 shift differentials, 10.21 "Dirt Pay", 10.22, first aid premium, lead hand premium, tandem truck premium, welding premium and any other mutually agreed to differentials.

"Standby" – The carrying of a city cell phone to tend to emergency situations that arise after the regular working hours of that department that requires the attendance of an employee. Standby will be considered the answering of all incoming and outgoing communications inside of the hours of 7:00 am and 9:30 pm within the Public Works Department, Electrical Department and Water and Sewer Department.

"Sick Leave" – Sick leave means the period of time a regular employee is permitted to be absent from work with pay because of inability to work by virtue of being sick or

disabled because of an accident for which compensation is not payable under the Workers' Compensation Act. Employees shall endeavour to schedule medical or dental appointments outside the hours of work. Where this is not possible, time spent on such appointments shall be deducted from the employee's accumulated sick leave. Any dishonest use will be subject to the Employee Conduct Policy.

ARTICLE 1 - RECOGNITION OF THE UNION

Section 1 - Exclusive Bargaining Agency

1.01 The Employer recognizes the Union as the exclusive bargaining agency for the purpose of conducting collective bargaining, rates of pay, hours of work, and all other working conditions of the employees in the bargaining unit employed by the City of Grand Forks (hereinafter called the "employees"), as long as the Union retains its right to conduct collective bargaining on behalf of such employees under the provisions of the Labour Relations Code.

Section 2 - Recognition of the Union

1.02 Every employee who is now or hereafter becomes a member of the Union shall maintain their membership in the Union as a condition of their employment, and every new employee whose employment commences hereafter, shall, within twenty (20) days worked after the commencement of their employment, apply for, and maintain their membership in the Union as a condition of their employment.

a) When an employee is hired, they shall be advised by the Employer that a Collective Agreement is in effect and the employee shall be provided with a copy of the Agreement.

b) A new employee shall be provided with the names and location of the Chief Shop Steward and the President of the Union.

Section 3 - No Discrimination

1.03 No Discrimination or Harassment

The City and the Union jointly affirm that every employee in the City's service shall be entitled to a respectful workplace. The environment must be free of discrimination and harassment. The principle of fair treatment is a fundamental one and both the City and the Union do not and will not condone any improper behaviour on the part of any person which would jeopardize an employee's dignity and well-being and/or undermine work relationships and productivity.

Harassment means any improper behaviour by a person that is directed at and/or is offensive to any employee and which that person knew or ought reasonably to have known would be inappropriate or unwelcome. It comprises objectionable conduct, comment or display made on either, a one-time or continuous basis that demeans, belittles or causes personal humiliation or embarrassment to an employee.

The definition of discrimination and harassment contained within the British Columbia Human Rights also applies.

The procedure for dealing with harassment are contained in the Policies and Procedures of the City.

Section 4 - Withdrawal of Labour

1.04 In event of a strike, walk-out, or suspension of work by employees of the City, or a lock-out by the Employer, the Union agrees to immediately consult with the Employer, concerning coverage of essential services, as defined in the applicable provincial Statute, in the event of an emergency situation during the strike or walk-out.

Section 5 - Managerial Exclusions

1.05 Without restricting the generality of the foregoing sections, it is agreed that the following positions shall be excluded from the bargaining unit and from the terms of this agreement:

Chief Administrative Officer
Chief Financial Officer
Deputy Corporate Officer
Manager of Building Inspections/Bylaw Services
Senior Building Official
Corporate Officer
Fire Chief
Deputy Fire Chief
Manager of Strategic Initiatives
Manager of Development and Engineering Services
Director of Operations
Director of Capital Projects

No manager shall perform the major work, or the minor work on a continuous or repetitive basis, of a bargaining unit member.

Section 6 - Union Check-Off and Induction

1.06 The Employer shall, during the life of this Agreement, deduct as a condition of employment, a sum equivalent to dues as set by the Union from the pay due each pay period to each employee. The Employer shall remit the same to the Financial Secretary of the Union in the month following the month in which deductions are made. Each employee shall provide, as a condition of employment, a signed written Assignment of Dues to the Union substantially in the form contained in the Labour Relations Code.

1.07 The Employer will, at the time of making such remittances, enclose a list of such employees from whose pay cheque such deductions are made and the amount deducted from each.

1.08 Notwithstanding any provisions of this Agreement, there shall be no financial responsibility on the part of the Employer for fees or dues of an employee unless there are sufficient unpaid wages of the employee in the Employer's hands.

Section 7 - Bulletin Boards

1.09 The Employer agrees to provide and maintain bulletin boards in the City Works building, at City Hall, provided that the use of such shall be restricted to the posting of notices regarding the business affairs, meetings, social events and reports of the Union and the City.

1.10 Contracting Out

The employer agrees that works and services done by existing employees will not be performed by any non profit society or charitable organization.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union recognizes the undisputed right of the Employer to operate and manage the business of the City in accordance with its commitments and responsibilities and to make and alter from time to time, rules and regulations to be observed by the employees. These rules and regulations shall not be contrary to any provision of this Agreement, and a copy of such shall be communicated in writing to the Union.

2.02 The Employer shall always have the right to hire, to discipline, demote and discharge employees for cause, providing that such disciplining, demotion or discharge shall not be contrary to any provisions contained hereinafter.

2.03 The Employer shall not contract out bargaining unit work where it would result in the layoff or reduction of regular hours for any regular employee, or failure to recall a regular employee with recall rights, except in emergencies.

2.04 Copies of all rules and regulations made by the Employer for the employees in the bargaining unit shall be forwarded to the Union and shall be posted on all bulletin boards.

ARTICLE 3 - TECHNOLOGICAL AND OTHER CHANGES

Section 1 - Notice

3.01 The Employer shall notify the Union within 60 working days of any technological change, policy, practice or other change that adversely effects the terms, conditions or security of employment of one or more regular employees.

Section 2 - Severance Pay

3.02 No regular employee shall be dismissed because of change as per Article 3.01 except upon seven (7) calendar days notice, pay included, for each prorated year of service, with a maximum of four (4) weeks, during which time they will be allowed up to five (5) hours per week with pay, for the purpose of job interviews. Not less than two (2) working days prior to the expiration of the aforesaid period of notice the employee shall inform the Employer if they elect to receive severance pay as herein provided or whether they wish to be laid off in accordance with Article 8 of this Agreement.

3.03 If the regular employee elects to receive severance pay, they shall lose seniority in accordance with Article 6.02 of this Agreement and even if rehired by the Employer at a later date, shall not again be entitled to severance pay as provided in this Article.

3.04 The severance pay payable to a regular employee pursuant to this Article shall be twenty-two (22) days pay at regular rates for each three (3) full years of service completed by the regular employee, provided however, that the severance pay shall not be less than twenty-two (22) days pay or not more than sixty-five (65) days pay.

Section 3 - Training Program

3.05 The Employer, after consultation with the Union, instead of dismissing an employee, as per Article 3.01, may elect to retrain the employee for another position at the expense of the Employer for such period of time as the Employer thinks fit. After the training period, the regular employee shall have forty-five (45) days worked to adapt fully to the new position and if they do not so adapt, they may be dismissed by the Employer.

Any regular employee so displaced or dismissed under this Article will have recourse through the lay-off, recall and bumping procedures of this Collective Agreement.

3.06 If any regular employee who is displaced by technological change is retrained for, or takes a position with, the Employer that is at a lower rate of pay, they

shall be entitled to only one-half (1/2) of the pay increases given to the new position until their rate of pay becomes the same as that provided for the new position.

3.07 Notwithstanding, anything contained elsewhere in this Agreement, any employee who has been laid off for two (2) months or more prior to the introduction of change as per Article 3.01, shall be deemed not to be affected by the technological change and will not be entitled to any of the benefits provided for in this Article.

Section 4 - No New Employees

3.08 No additional regular employees under this Article shall be hired by the Employer for the affected positions until the provision of Article 3.05 have been adhered to.

ARTICLE 4 - DISCUSSION OF DIFFERENCES

Section 1 – Labour Management Committee

4.01 The Labour-Management Committee shall consist of four (4) members elected by the Local or appointed by the Union Executive and the Administrator and three (3) members of Management of the City. The Administrator and a Union representative shall be designated as joint chairpersons and shall alternate presiding over meetings.

The Committee shall meet quarterly, or as necessary by mutual agreement, or upon seven (7) days notice by either party. Employees shall not suffer any loss of pay for time spent with the Committee.

Section 2 – Functions of the Committee

4.02 The Committee is established for the purpose of enabling the Parties, during the term of this Agreement, to discuss issues relating to the workplace that affect the Parties, or any employee bound by this Agreement. The Committee shall not deal with grievances or collective bargaining for the renewal or extension of this collective agreement.

ARTICLE 5 - GRIEVANCE PROCEDURE

Section 1

5.01 Any employee(s) having any grievance with respect to violation or alleged violation of this Agreement shall have the right to endeavour to reach an amicable settlement of the grievance in accordance with this Article. It is agreed that the griever has the right to be present, if requested by either party, at any stage of the procedure. Where the word "days" is used in this Article with reference to length of time, it shall mean "working days" unless otherwise specified.

5.02 Stage 1

The employee(s) concerned, and/or a Union representative, will endeavour to settle the dispute with the immediate Department Manager or designate. Failing to reach a satisfactory settlement of the dispute within "five (5) working days" after its submission, the dispute may be referred to Stage 2.

Stage 2

If the grievance is not resolved under Stage 1, the Union may submit the grievance to the Administrator within ten (10) working days of the date that the griever received the decision under Step 1. Preparations for the hearing shall be made within two (2) working days of receipt of the Union response. The hearing will take place within seven (7) working days of receipt of the Union's response. The Administrator will reply to the Union, in writing, of his decision within seven (7) working days. Within seven (7) working days of receiving this decision, the Union will either accept or reject the decision in writing. Failure to reach a satisfactory settlement will result in the dispute being submitted to Stage 3.

Stage 3

Where no settlement is affected under step 2 above, the employee and the Union shall have the right to further grieve in writing and submit the matter to the Chief Administrative Officer of the Employer in a further attempt to resolve the grievance. A request to proceed to Stage 3 shall be in writing and shall constitute notice to the Employer. This referral shall take no longer than five (5) working days and the Employer shall respond in writing within an additional five (5) working days, as per the Administrative Fairness Policy as the guiding principal.

Stage 4

The dispute shall be submitted to a Board of Arbitration.

Section 2

5.03 If a dispute is not submitted under Stage 1 within thirty (30) working days after the occurrence of the act or decision giving rise to the dispute, or is not advanced to the next stages within ten (10) working days after a decision was made or should have been made, the dispute shall be deemed to be abandoned and all right to recourse to the dispute procedure shall be at an end.

5.04 The procedure for settling disputes set out in this Article shall be strictly adhered to, but where a dispute involves a dismissal or suspension, the Employer and the Union agree to by-pass Stage 1 and 2 and this must be before the Personnel Committee of Council within five (5) working days. Policy grievances may go directly to Stage 3.

5.05 Time Limits

The time limits in the above Article may be varied and/or extended only by mutual agreement between the Parties.

Section 3

5.06 City Grievance

The Employer shall have the right to submit any dispute regarding the interpretation of or violation of this Agreement to the Executive Officers of the Union. Failing a satisfactory settlement within five (5) working days of the submission, the Employer shall have the right, upon giving fourteen (14) working days notice in writing to the Union, to refer the disputed to a Board of Arbitration constituted in accordance with this Agreement.

Section 4 - Board of Arbitration

5.07 The Board of Arbitration shall consist of three (3) members: one (1) to be selected by the Employer; one (1) to be selected by the Union; and a third mutually acceptable person who shall act as Chair, to be chosen by the two (2) persons thus selected. In the event that the Employer and the Union are unable to agree upon the selection of the third member of the Board, the Director of the Collective Agreement Arbitration Bureau shall be requested to appoint such member.

5.08 The decision of the Board of Arbitration, or of a majority thereof, with respect to an interpretation or alleged violation of this Agreement, shall be final and binding upon the Parties, but in no event shall the Board have the power to alter, modify, or amend this Agreement in any respect.

5.09 Each party shall bear the expenses of the Member of the Board of Arbitration chosen by it, and all expenses incurred in connection with the presentation and preparation of its own case, but the Parties shall share equally the expenses of the third Member of the Board.

5.10 Single Arbitrator

At the time a submission to Arbitration is made, the submitting Party may request that the matter be submitted to a Board of Arbitration composed of a single arbitrator, and if the other Party agrees within three (3) days of submission, this shall be done. In the event that the Employer and the Union are unable to agree upon the selection of the single arbitrator, the Director of the Collective Agreement Arbitration Bureau shall be requested to appoint such arbitrator. The provisions of Articles 5.08 and 5.09 shall apply as appropriate.

ARTICLE 6 - SENIORITY/ANNIVERSARY

6.01 Seniority shall operate on a bargaining unit-wide basis, and the Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards every six (6) months. Upon completion of the probationary period, the probationary employees' seniority shall be effective from the original date of employment.

a) Temporary/Casual employees will accumulate seniority, based on the actual hours worked, but such seniority will not be credited for temporary employees, until the employee is hired for a second term of temporary employment or the first term is extended beyond twelve (12) months and casuals will not be credited until they are appointed to regular staff and have successfully completed probation.

   Such extension for temporary employees is by mutual agreement with the Union. Upon crediting of seniority, the temporary employee will then be placed on the bottom of the seniority list. Crediting of seniority will be calculated as the total number of hours worked. During the temporary assignment each employee will be provided with an on-going written assessment of their competency, suitability and areas of concern and how such employee may correct such concerns. Such assessment will be reviewed in the presence of a shop steward/union representative.

b) Temporary/Casual employees, upon appointment to regular staff and upon successful completion of probation, shall then be credited with seniority to the actual number of days worked for the Employer. Seniority date and Anniversary date shall be established by counting back the number of hours worked from the date of appointment as a regular employee. For Appendix "A" a day shall equal eight (8) hours worked. For Appendix "B" a day shall equal seven and one-half (7.5) hours worked.

6.02 If an employee is absent from work because of sickness, accident, lay-off or leave of absence approved by the Employer, they shall not lose seniority rights. An employee shall only lose their seniority rights in the event:

1) They are discharged for just cause and is not reinstated.

2) They resign.

3) They are absent from work in excess of two (2) working days without notifying the Employer, unless such notice was not reasonably possible.

4) After a layoff, they fail to return to work within seven (7) calendar days, 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 Employer informed of their current address.

5) They receive severance pay.

6) They are on layoff and recall rights expire.

7) They retire.

ARTICLE 7 - STAFF AND STAFF CHANGES

Section 1 - Probation

7.01 A newly hired employee for a regular position shall be considered on a probationary basis for a period of fifty (50) days worked from the date of hiring to determine the employee's competency and suitability, as judged by the Employer, for the position and for service with the Employer. The employee may be terminated at any time during the probationary period, without notice, at the discretion of the Employer, provided the Employer acts in good faith in the assessment of the employees' suitability for the position. Upon successful completion of the probationary period, the employee shall be considered a regular employee.

If the employee violates the Code of Conduct or the Disciplinary Policy, they may be terminated at any time during the probationary period, without notice, at the discretion of the Employer.

During the probationary period each employee will be provided with a written assessment after the first fifteen (15) working days of their competency, suitability and areas of concern and how such employee may correct such concerns. A second (2nd) written assessment shall be provided after thirty-five (35) days worked. Such assessment will be conducted in the presence of a shop steward/union representative.

Section 2 - Promotions, Demotions, Filling of Vacancies

7.02 The Employer agrees that seniority shall determine in all cases of promotions, demotions, or transfers, provided that competency, efficiency, ability and qualifications of the employees concerned are comparatively equal.

7.03 Prior to filling any staff change or promotion covered by the terms of this Agreement, the Employer shall notify the Union, in writing, and post notice of the position on the designated bulletin boards for a minimum of five (5) working days and a maximum of ten (10) working days, in order that all employees will know about the position and be able to make written application.

7.04 a) Positions shall be posted within two (2) weeks of vacancy and filled within forty-four (44) working days. However, vacancies arising from retirement shall be posted sixty (60) days prior to the employee's retirement date, a job posting to be posted within thirty (30) days from notice of retirement.

b) When a vacancy occurs the vacancy will be filled. The Employer, subject to its requirements, will determine which classification will be used to fill the

vacancy. The Employer will advise the Union through the Labour/Management Committee.

7.05 Such notice shall contain the following information: Nature of position, required knowledge and education, ability and skills, shift, and wage and salary rate or range.

7.06 No outside advertisement for any new employees shall be made until the required internal postings have been completed, and interviews conducted where applicable.

7.07 Conditional on satisfactory service and suitability for the new position, as established in two written evaluations by the employer, a regular employee shall be confirmed in a position to which appointed after a trial period of 400 hours worked. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, they shall be returned to their former position and former salary without loss of seniority, and any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position without loss of seniority. This trial period may be extended by mutual agreement.

7.08 Where the Employer knows or assumes that an employee will be absent in excess of twenty (20) working days, and where the Employer intends to fill the vacancy, such vacancies will be posted and filled. If the temporary vacancy was created by a regular employee being absent due to illness, WCB, or leave of absence, the absent employee must give five (5) working days notice of their return to work. Vacancies of less than twenty (20) working days need not be posted.

ARTICLE 8 - LAY-OFFS AND RECALL

Section 1 - Lay-Off and Lay-Off Notice

8.01 In the event of a lay-off, employees shall be laid-off in reverse order of their bargaining unit-wide seniority, subject to job requirement and qualifications. The end of a temporary position is not a layoff.

8.02 The Employer shall notify regular employees who are to be laid off, in writing, a minimum of nine (9) calendar days before lay-off is to be effective. If the employee has not had the opportunity to work seven (7) working days after notice of lay-off, they shall nevertheless be paid for seven (7) working days from the date of lay-off notice.

Section 2 - Bumping

8.03 A regular employee who is given lay-off notice can bump another regular employee with less seniority provided the employee has the qualifications and ability to perform the work of the position.

A regular employee who is given lay off notice, or a temporary employee with seniority rights, can bump another temporary employee with less seniority provided the employee has the qualifications and ability to perform the work of the position. A regular part-time employee or a temporary employee cannot bump a full-time regular employee.

Bumping rights must be exercised within five (5) working days of receiving notice of lay-off, or within two (2) working days after completion of term of employment and can be exercised in any classification provided the employee has the qualifications and ability to perform the work of the position.

There are no bumping rights at the end of a temporary position. Where a temporary position is occupied by a regular employee, the employee shall revert to their previous position.

Section 3 - Recall-to-employment Rights

8.04 A regular employee who has been laid-off shall have recall-to-employment rights for a period of twelve (12) months from the date the lay-off commenced. A temporary employee with seniority shall have recall to employment rights for a period of twelve (12) months from the last date worked.

Employees with recall-to-employment rights shall be recalled in order of seniority, providing they are qualified and able to do the work. The Employer shall notify the employee(s) of recall by registered mail, if the employee cannot

be reached by telephone, and shall give ten (10) days notice. The ten (10) day notice period is waived in the recall of laid-off employees for snow removal, flagging, storm damage, flood damage, broken water mains, broken or blocked sewers and power outages.

8.05 Any employee who is recalled for any period of ten (10) working days or less need not be given lay-off notice again. Employees recalled shall receive a minimum of eight (8) hours work.

Section 4 - Severance Pay

8.06 A regular employee who has completed a period of employment of at least six (6) consecutive months and who is about to be laid-off may elect within five (5) working days of being notified of the lay-off, to accept termination compensation based on the following formula, or may elect to be placed on the recall-to-employment list for a period of twelve (12) months.

Where the regular employee has completed a period of employment of at least six (6) consecutive months and up to the completion of a period of employment of three (3) consecutive years, two (2) weeks severance pay; plus one (1) additional week severance pay for each subsequent consecutive completed year of employment up to a maximum of eight (8) weeks severance pay in total.

Interpretation provided:
3 consecutive years: 2 weeks severance
4 consecutive years: 3 weeks severance
5 consecutive years: 4 weeks severance
6 consecutive years: 5 weeks severance
7 consecutive years: 6 weeks severance
8 consecutive years: 7 weeks severance
9 consecutive years or more: 8 weeks severance

Section 5 – Notice of Leaving the Employ of the City

8.07 An Employee wishing to leave the employ of the City must give written notice of their intention to leave the City ten (10) working days prior to the intended date of leave.
An Employee wishing to retire from the employ of the City must provide written notification sixty (60) working days prior to the date of retirement.

ARTICLE 9 - LEAVE OF ABSENCE

Section 1 - Requests for Leave

9.01 Except as otherwise specifically provided, where practicable, all requests for leave to be absent shall be submitted, to the immediate supervisor, on the appropriate form and the Employer shall respond within three (3) working days of the receipt of the request. With respect to the Employers Vacation Policy deadline, due to the volume of requests, will be responded to within fifteen (15) working days, or responded to prior for planning special requests if the rest of the department agrees to work their respected holidays around that schedule.

Section 2 - General Leave

9.02 The Employer shall grant leave of absence, without pay, and without loss of seniority, to any employee requesting such leave for good and sufficient reason, provided the employee's request is in writing, and that the granting of such leave shall be subject to the Employer's approval.

Section 3 - Union Leave

9.03 Leave of absence without loss of seniority shall be granted upon request to the Employer, to regular or temporary employees elected or appointed to represent the Union. Such time shall not exceed a total of twenty-four (24) working days in any one (1) year. Where the Employer grants an approved leave of absence the Employer continues to pay the regular rate of pay to the employee during the leave of absence provided the Employer is reimbursed the regular rate of pay and the cost of benefits.

Any regular employee who is elected or selected for a full-time or temporary position with the Union, or who is elected to public office, shall be granted leave of absence without pay and without loss of seniority by the Employer for a period of two (2) years.

The Employer agrees that where permission has been granted to regular or temporary employees, who are members of a Union Committee, to leave their employment temporarily to meet with the employer to carry out negotiations, or with respect to a grievance, or for a joint committee meeting, they shall suffer no loss of pay for the time so spent.

Section 4 – Bereavement Leave

9.04 The Employer agrees to grant leave of absence to a probationary or regular employee in the case of death of parent, parent-in-law, spouse, partner, common-law spouse, sibling, sibling-in-law, child, child-in-law, grandparent, grandparent-in-law, grandchild, grandchild-in-law.

Such leave shall be up to any five (5) working days without loss of pay, as requested by the employee, and shall be granted on any of the three (3) calendar days immediately prior to the funeral, the day of the funeral, and any of the four calendar days immediately following the funeral.

Where travel is in excess of 400 kilometers from City boundaries an additional two days shall be granted without pay. The employee has the option of using two (2) sick days from the sick bank for travel time.

Should the death occur while the eligible employee is on annual vacation, and upon request of the employee, Compassionate Leave, without loss of pay, will be substituted for the vacation days and the vacation days will be rescheduled.

Section 5 - Pallbearer Leave

9.05 Up to one (1) working day of leave shall be granted without loss of pay for a probationary or regular employee to attend a funeral as a pallbearer, provided that the employee has given twenty-four (24) hours notice and has the permission of their supervisor.

Pallbearer leave shall not be in addition to Compassionate Leave granted under this agreement.

Section 6 - Court/Jury Leave

9.06 The Employer shall pay an employee who is required to serve as a juror or witness, the difference between the juror or witness pay and their regular pay.

Section 7 - Paternity Leave

9.07 The Employer agrees to grant two (2) working days Paternity Leave to any regular employee, without loss of pay, at the time of the birth or adoption of a child.

The employee will inform the Employer at least one (1) month before the desired leave of absence. On request, the employee shall supply a medical report confirming his spouse is pregnant and indicating the anticipated date of delivery of the child.

Except under extenuating circumstances, this leave will not be taken in conjunction with Article 14.09 Family Illness. The only circumstances that would give rise to using this leave in conjunction with Family Illness will be with written support from a doctor.

Section 8 - Donor Leave

9.08 In the event a regular or probationary employee is required to be absent from work to donate either bone marrow or an organ, this form of leave shall be for a maximum of four (4) working days with full pay.

Section 9- Education Leave

9.09 a) Leave with full pay shall be given to a regular employee required to take courses at the request of the Employer. The Employer shall bear all costs associated with this request.

b) Leave without pay or leave with partial or full pay may be given to an employee requesting and granted permission to take courses under this Article. The Employer and the employee along with an elected member of the Union shall meet to determine if any degree of pay is warranted.

c) Such leave, if granted, may be for a period of up to one (1) year without loss of benefits or seniority.

ARTICLE 10 - HOURS OF WORK, OVERTIME AND WAGES

Section 1 - Hours of Work

10.01 The regular full-time working week for all employees in classifications in the Outside Works shall constitute forty (40) hours and the regular full-time work day shall constitute eight (8) hours. The regular full-time work week for all employees in classifications in the Inside Works shall constitute thirty-seven and one half (37 1/2) hours per week, and the regular full-time working day shall constitute seven and one-half (7 1/2) hours. An alternative regular working week and work day may be implemented by mutual agreement of the Employer and the Union.

Day Shift
Outside Workers - 7:00 a.m. to 3:30 p.m. with a half (1/2) hour lunch period Monday to Friday.

Inside Workers - 8:00 a.m. to 4:00 p.m. Monday to Friday with half (1/2) hour lunch.

Afternoon shift
Five days of eight (8) hours each day from 3:00 p.m. to 11:00 p.m. with a running lunch, Monday to Friday.

Night Shift
Five (5) days of eight (8) hours each day from 11:00 p.m. to 7:00 a.m. with a Running lunch, Monday to Friday.

Weekend Shift
An alternate weekend shift may be implemented by mutual agreement of the Employer and the Union, provided the Employer has given 30 days notice to initiate discussions.

Advancement of Shift
Notwithstanding any other provision of this Agreement, provided notice has been given by the end of an employee's previous Day Shift of a new start time. The Employer may alter the start time for inside employees to 7:00 am and outside employees to 5:00 am with consideration to the half (1/2) hour lunch break and two (2) 15 minute breaks. The employee may request an earlier or later start time and would require the approval of the department manager or designate. If notice is given on a Sunday or a Statutory Holiday for the next day, a minimum of twelve (12) hours notice of a new start time (notice period) must be given

10.02 Shift Change Notice - Applicable to Afternoon Shift, Night Shift and Any Other Shift, other than Advancement of Shift

The Employer may institute an afternoon or night shift and any other mutually agreed to shift by a Letter of Understanding, provided the Employer has given five (5) consecutive calendar days notice.

10.03 The regular working week, together with the hours of work, may be varied by mutual agreement between the Employer and the Union to deal with special circumstances. Where the Union has requested a shift change the Employer will respond within five (5) working days.

10.04 It is agreed and understood that all employees shall be permitted a fifteen (15) minute rest period both in the first half and the second half of either an eight (8) hour shift or a seven and one half (7 ½) hour shift. Abuse of this provision could result in disciplinary action. It is further agreed that such period shall be taken at the employee's work site at times that will cause the least possible interference with the work in which the employees are engaged.

10.05 An employee reporting to their supervisor ready for work at the start of their regular shift shall be paid for two (2) hours if sent home by the supervisor.

Section 2 - Overtime

10.06 Rest Between Shifts

The Employer will provide at least ten (10) hours rest between shifts. Failure to provide such rest period will result in payment of overtime at established rates for any hours worked during the rest period.

10.07 Temporary employees may be scheduled over seven (7) days at straight time at the discretion of the employer.

10.08 All time worked beyond the normal work day shall be deemed to be overtime. Overtime shall be paid for at the rate of time and one-half (1 1/2X) for the first two (2) hours and double time (2X) after two (2) hours in any one day.

10.09 When an employee is required to work overtime, prior to commencing, and continuous with their regular shift, they shall be paid for these additional hours at a rate of double their regular straight time rate of pay.

10.10 An employee who works on Sundays or who is called back to work while on vacation, if available, shall receive pay at the rate of double their regular wage, subject to the provisions of Section 1 and Section 4 of this Article.

10.11 Employees shall be granted the privilege of electing to take time-off in lieu of overtime pay and shall accumulate such overtime in an Overtime Bank, to a maximum of ten (10) days at any one time in total in any calendar year. Any amount of overtime in excess of the accumulated ten (10) days shall be paid through the City payroll.

All banked overtime accumulated prior to and including November 30th must be cleared by December 31st of the year the accumulated time was earned. Failure to clear the amount of accumulated overtime by this date will result in the Employer paying out all unused overtime to those employees so affected. Overtime accumulated after and including December 1st may be carried forward to the next year.

10.12 Any employee required to work in excess of ten (10) consecutive hours shall be entitled to a meal allowance of twenty-five ($25.00) dollars paid by the Employer through the Employer's regular payroll.

10.13 No employee shall be required to work overtime against their wishes when other qualified employees are available to perform the work.

10.14 Overtime Call - Out

Employees will be called out for all overtime, callbacks and call-outs according to the following order:

a) The senior qualified employee who normally performs the work.

b) The senior qualified employee on a department wide basis.

c) The senior qualified employee on an Appendix wide basis.

Section 3 - Call Back/Call Out

10.15 In the event of an employee being called to work on other than their regular shift and being sent home before they have completed four (4) hours, they shall be paid a minimum of four (4) hours pay.

10.16 An employee called out to work at any time after their regular shift of eight (8) hours shall receive a minimum of two (2) hours at time and one-half (1 1/2X); if called out on Sunday or holiday, they shall receive a minimum of two (2) hours at double time (2X).

Section 4 - Standby

10.17 All Public Works department crews, if designated for weekend or statutory holiday standby duty, shall be entitled to four (4) hours pay (per day) of standby service at their regular rates of pay.

10.18 If standby service is required during the normal work week, employees so designated shall receive one (1) hour per day at their regular rate of pay.

10.19 Should overtime be required beyond the standby service, the employees so concerned shall receive the normal overtime pay, as set out in Article 10, Section 2 of this Agreement. Unless Article 10.09 is applicable, if required to come out during standby duty, the employee shall be paid, with a minimum of two (2) hours, at overtime rates for the actual time worked in addition to the standby pay.

Should a second call come within the first two hours this would be considered part of the initial callout under the same terms as the initial callout.

Standby will be administered as per the Definition. Overtime provisions commence when the employee is called out to attend to a specific situation.

Section 5 – Wages

10.20 The Employer shall pay wages to its employees in accordance with Schedule A attached hereto and forming part of this Agreement.

10.21 The employees shall be paid every other Friday, and if a Holiday falls on the Friday, they shall be paid on the Thursday immediately preceding. The time sheets for each pay period to be closed after the workday of the Saturday immediately preceding.

Section 6 - Pay Differentials/Shift/Dirt Pay

10.22 All employees assigned to work either afternoon or night shifts, or a weekend shift which has been mutually agreed to by a Letter of Understanding but not including the shift advance in Section 10.01 shall be paid a shift differential of one dollar ($1.00) per hour. Where a shift change includes Saturdays and Sundays, an additional one-dollar ($1.00) shall be paid for all hours worked on Saturday and Sunday.

10.23 A bonus of one dollar ($1.00) per hour for each hour worked shall be paid to:

1) employees while assigned to work on asphalting operations where liquid asphalt, asphalt or road oil is being used or handled in any manner;

2) employees assigned to work cleaning sanitary or domestic sewers;

3) employees while cleaning assigned public washrooms;

4) concrete – placing and finishing;

5) twenty-five percent (25%) of the time while operating the Sweeper;

6) while pressure washing drivelines and hydraulics of heavy equipment: loaders, dump trucks, backhoe, vactor, sweeper and grader;

7) All dead animal removal (except birds).

10.24 If an employee possesses a valid WCB Level One First Aid Certificate and is assigned to first aid duties, the employee will be paid a premium of twenty-five ($0.25) cents per hour for each hour so assigned.

10.25 Employees shall be able to bank up to one (1) week of straight time as approved by the department manager or designate. Notice to be put in as per Vacation Policy. Inside workers will be able to bank up to a total of 37 ½ hours, outside workers will be able to bank up to 40 hours, to be used in the calendar year (no carry forward). The banked time must be taken as a block.

ARTICLE 11 - JOB DESCRIPTIONS/CLASSIFICATIONS

11.01 a) If a new classification is to be established or an existing job description is changed in substance or a rate of pay is changed by the Employer, the new job description and/or the rate of pay will be sent to the Union and the parties will jointly discuss any differences at the Labour Management Committee Meetings.

b) The final job description will be ratified in writing.

c) If an agreement cannot be reached, the dispute is to go through the grievance procedure.

11.02 If an employee believes that, as a result of changes in duties, they no longer fall substantially within the employee's classification, the employee may apply for reclassification to another or new classification. The application will be considered by the employer and an acknowledgement of receipt of the application will be given within thirty (30) working days of the date it was submitted to the Employer. If the parties are not in agreement with the result the Union may process the matter of the appropriate classification at Stage 3 of the Grievance Procedure. Should no settlement be reached, the arbitration step may be utilized with a one-person arbitration board. The arbitrator, in such a case, is limited to determining which of the existing classifications is appropriate, or requiring the employer to establish a new one which is appropriate.

ARTICLE 12 - RELIEVING IN HIGHER PAID POSITIONS

12.01 Acting Capacity

When an employee is temporarily authorized to relieve in or performs the principal duties of a higher paying position, other than for on the job training purposes, they shall receive the rate for the job. The Employer will assign acting capacity by seniority and ability to do the job.

If the temporary assignment is to a position in a lower classification, the employee will continue to be paid at the employee's regular rate.

12.02 Training Program

The Employer will institute and maintain a training program so that employees shall have the opportunity to receive training and qualify for promotion or transfer, in the event of a vacancy arising.

Accordingly, employees shall be allowed regular opportunities to learn the work of higher or equal positions during the regular working hours with the following provisions:

1) Training will be for up to two hundred (200) hours worked.

2) If at any time during the training it is determined, by the Employer, that the employee is ill suited for the position, the employee will be informed of this determination in writing with a copy forwarded to the Union.

3) If, at any time during the training the employee decides that they do not wish to continue with the training, it will be the responsibility of the employee to so inform the Employer in writing, with a copy to the Union.

4) Job training positions will be offered by the Employer based on the City's future requirements.

5) In order to qualify for a trainee position, the trainee must hold a regular, casual or temporary position.

6) The Employer, in consultation with the Union through the Labour/Management Committee, will establish the number of trainee positions to be offered each year and post these positions.

7) Trainees will be allowed to hold only one trainee position at a time.

8) Employees will be allowed to train for more than one position, at the Employer's discretion.

9) Successful candidates for the trainee positions will be determined by seniority and able to meet the requirements of the training posting.

10) The two hundred (200) hours of training may be assigned in days or portions of days.

11) During the training process, trainees will receive instruction, have the opportunity for hands on experience, and be supervised.

12) A trainee will not be able to bump into a position for which they have received training.

13) At the beginning of the training process the employee will be provided with a form on which to record all hours/days spent as a trainee together with the training received and a copy of the assessment form to be completed during training. During the training process, a written assessment of the employee's performance and process will be done after one hundred (100) hours worked and after two hundred (200) hours worked. A copy of the said reports will be forwarded to the employee, the Union and the Employer.

14) During the training process, if the Employer or the employee determines that there are sections of knowledge lacking, the Union and the Employer will meet to review and schedule opportunities for the employee to rectify the lack.

15) Employees will not be limited to training only within their department.

16) This training program will in no way be used to replace the provisions of Article 12.01 Acting Capacity.

17) This training program will in no way be used to replace the opportunities for the apprenticeship programs.

ARTICLE 13 - STATUTORY HOLIDAYS AND ANNUAL VACATIONS

Section 1 - Statutory Holidays

13.01 All employees who have been employed for at least thirty (30) calendar days prior to, and earned wages for fifteen (15) of the thirty (30) calendar days preceding, shall receive one (1) day's pay, for not working on the following holidays:

New Year's	Labour Day
Family Day	National Day of Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
BC Day	

And for regular employees, who have completed probation, an annual floating holiday to be taken at the mutual convenience of the employee and the Employer, and any other day proclaimed by the Federal, Provincial or Local Government as a holiday.

The rate of pay for Statutory Holidays shall be calculated as follows:

An hourly rate of pay equal to the total earnings including all approved paid leaves, all differentials and acting capacity, but not including overtime or standby pay, divided by all hours worked (excluding overtime and standby) including all approved paid leaves in the two (2) pay periods immediately preceding the pay period in which the holiday occurs.

13.02 When a Statutory Holiday falls on a normal non-working day, and no other day is declared in substitution thereof, employees shall receive a day off work in lieu of the Holiday, at their regular rate of pay; such day off to be taken at the discretion of the Department Head concerned, within a two (2) week period following such Holiday.

This section shall be in accordance with the Employment Standards Act.

13.03 An employee who is required to work on a Statutory Holiday shall be paid at the rate of double (2X) their standard rate of pay for every hour worked, in addition to their regular holiday pay.

Section 2 - Annual Vacations

13.04 Paid annual vacations for all regular employees covered by this Agreement shall be as follows:

Continuous Years of Service	Paid Entitlement in Weeks
1 - 4	3 weeks
5 - 10	4 weeks
11 - 17	5 weeks
18 - 19	6 weeks

20+ ... add one day for each year of service to a maximum of 7 weeks.

For each period of thirty (30) consecutive days an employee is absent from work in the year preceding the employee's anniversary date in any year, there shall be deducted one-twelfth (1/12) from the vacation with pay entitlement to which the employee would otherwise be entitled in the following year.

Upon termination, a temporary employee, a casual employee, and a probationary or regular employee, who is employed for less than one (1) year, shall be paid vacation pay of four percent (4%) of gross earnings.

Vacation Entitlement of Temporary/Casual Employee becoming a Regular Employee

Upon becoming a Regular Employee, vacation shall be calculated by pro-rating the vacation entitlement as specified in section 13.04 from the date of full time hire to the first anniversary date of the seniority date as specified in section 6.01. The date will be adjusted prorated to the 4% vacation entitlement already received.

13.05 All permanent part-time employees shall receive vacations on a pro-rata basis.

13.06 Any vacation time taken of less than five (5) consecutive working days will be paid at the employee's current classification hourly rate of pay. Any vacation time taken of five (5) consecutive working days or longer shall be paid according to the following formula:

An hourly rate of pay equal to the total earnings, including acting capacity, all approved paid leaves and all differentials, but not including overtime or standby pay, divided by all hours worked (excluding overtime and standby) including all approved paid leaves in the two (2) pay periods immediately preceding the pay period in which the vacation begins. At no time will vacation pay be less than the employee's current classification hourly rate of pay at the time the vacation occurs.

Vacation qualifying dates shall be based on the employee's anniversary of service date.

13.07 Vacations shall be scheduled in accordance with the Employer's Vacation Policy.

13.08 If a paid holiday falls, or is observed during an employee's vacation period, they shall be granted an additional day's vacation for each such holiday, in addition to their regular vacation period.

13.09 Employees who do not qualify for three (3) weeks vacation may request sufficient leave of absence without pay, so that they may enjoy a minimum three (3) weeks vacation and such leave shall not be withheld unreasonably.

13.10 Upon retirement, an employee will be granted a full year's vacation credit without regard to the number of months actually worked up to the retirement date.

13.11 Should an eligible employee, while on annual vacation, become sick or disabled and require hospitalization, the employee shall be allowed to substitute sick leave for vacation leave, provided a doctor's certificate is submitted. Annual vacation days should then be rescheduled.

13.12 Annual Vacation may be carried over to a maximum of one week per year for a maximum carry over accrual of three weeks, to be used by the end of the fourth year. This vacation carry over shall be accrued by mutual agreement.

13.13 A CUPE employee coming in from another CUPE local can be credited holidays they received in their previous job based on years of service; not seniority.

ARTICLE 14 - SICK LEAVE

Section 2 - Accumulation and Usage

14.02 Upon completion of the fifty (50) days worked probationary period, sick leave shall be accumulated on the basis of one and a half (1.5) days for every month of service, accumulative to a maximum of one hundred and fifty (150) working days. A deduction shall be made from the employee's accumulated sick leave for all normal working days (exclusive of holidays) absent for sick leave.

14.03 Proof of such illness shall be filed with the Employer, if such is required by the Employer.

14.04 Use of sick leave in excess of two (2) working days shall be certified by a Doctor's report, or a report from a Dentist, Chiropractor or Physiotherapist, if requested by the Employer. The Employer shall be responsible for any fee charged in providing the Doctor's report.

14.05 If an employee is found to have wilfully misrepresented them as being ill, they shall refund all such sick leave pay to the Employer and be subject to the Employee Conduct Policy.

14.06 It is further agreed, that when unavoidable, time spent by an employee on a medical or dental appointment during their working hours will be deducted from the accumulated sick leave under the terms of Article 14.02.

14.07 Records of sick leave credits are to be kept by the Employer and statements of such credits are to be issued to each employee on or about January 31st of each year.

14.08 All employees shall, upon retirement, pursuant to the provisions of the Pension (Municipal) Act, or in accordance with Employer's policy, become eligible for and receive a cash gratuity payment, at the employee's current base rate of pay the following percentage of their accumulated sick leave, if any, on the following scale: after five (5) years of service twenty percent (20%) and an additional two percent (2%) per year thereafter to a maximum of one hundred and fifty (150) days.

In the event of death of an employee, who is within two years of their minimum retirement age of fifty-five (55) years, the sick leave provision in Article 14.08 shall be applied to either the spouse or the estate.

Section 3 Family Care Leave

14.09 a) Remote Specialist Leave

A regular employee will be granted leave of absence without loss of pay for up to four (4) days annually (non-accumulative), to be deducted from the employee's accumulated sick leave bank, when the employee is the only one available to attend to transportation or care needs for family members which include a spouse, common-law partner, child, sibling, mother, father, mother-in-law and father-in-law for required medical appointments and/or minor medical procedures that could not otherwise be obtained within a 100 kilometer radius of their employment. If no accumulated sick leave exists, the employee will make arrangements for such leave, with any other available leave banks or without pay, by telephone, and subsequently confirm the details in writing. Any dishonest use of this benefit will be moved to stage 3 of the Employee Conduct Policy.

The employer may request confirmation from a qualified medical practitioner.

b) Medical Emergency & Accident Leave

A regular employee will be granted leave of absence without loss of pay for up to five (5) days annually (non-accumulative), to be deducted from the employee's accumulated sick leave bank, to arrange for the necessary care to address emergency medical matters and accidents that result in a serious injury, to a member of the employee's family, which would include a spouse, common law partner, child, sibling, mother, father, mother-in-law and father-in-law. If no accumulated sick leave exists, the employee will make arrangements for such leave, with any other available leave banks or without pay, by telephone, and subsequently confirm the details in writing. Any dishonest use of this benefit will be moved to stage 3 of the Employee Conduct Policy.

The employer may request confirmation from a qualified medical practitioner.

c) Long Term or Terminal Illness Leave for Immediate Family Members

A regular employee will be granted leave of absence without loss of pay, to be deducted from the employee's accumulated sick bank, to attend to a member of the employee's immediate family which includes a spouse, common law partner, or a child, due to a long term or terminal illness or disease, who is hospitalized, confined to a bed or incapacitated due to required medical procedures. If no accumulated sick leave exists, the

employee will make arrangements for such leave, with any other available leave banks or without pay, by telephone, and subsequently confirm the details in writing. Any dishonest use of this benefit will be moved to stage 3 of the Employee Conduct Policy.

The employer may request confirmation from a qualified medical practitioner.

The employee will be required to provide confirmation from the patient's (as outlined as immediate family) qualified physician and final approval will be provided in writing from the Chief Administrative Officer and Department Manager.

14.10 Duty to Accommodate

a) Any employee covered by this agreement who becomes incapacitated due to injury or illness which prevents the employee from performing the regular duties of the employee's classification shall be provided with suitable alternate employment to the point of undue hardship to the Employer. When modifications to the existing job are made within the classification there shall be no reduction in pay, however, if the accommodation involves an employee changing classifications the employee shall receive the pay for that classification. The employee's pay may come from a variety of sources. The Employer shall deduct the amount received from other sources so that under no circumstances the employee's wages shall exceed the rate of pay paid by the employee's classification prior to the incapacity.

b) The Employer and the Union recognize the benefit of enabling a disabled employee to return to suitable work as early as the employee is willing and able. For the purposes of this Article "disabled employee" is defined as an employee who is unable to perform the full duties of the employee's regular classification due to an occupational or non-occupational accident or illness.

c) For each disabled employee who is unable to perform the work, the Employer, in consultation with the Union, the employee's appointed medical practitioner and the employee, shall cooperatively develop a "Modified Work Plan". The Modified Work Plan will consider the employment availability and the abilities of the disabled employee, the Employer's needs, and the job classifications recognizing that no existing bargaining unit jobs will be eliminated in the work place. In the event of a dispute on medical grounds, the matter will be referred to an independent medical practitioner agreed to by the parties.

d) The underlying principle behind each Modified Work Plan is to create a suitable position within the City that the disabled employee could perform on his or her incapacitated state without any undue hardship on the employer operationally by modifying the employee's regular position through changes to both the employee's position and the duties of other positions. Seniority and other job classifications shall be maintained when accommodating a disabled employee within the Modified Work plan.

e) It is understood that the Union and the City reserve their right of access to the grievance procedure, up to and including arbitration, should there be a disagreement with the application of these Modified Work Plan provisions.

14.11 Work Safe BC Payments

It is agreed by the Parties that an employee prevented from performing regular work for the Employer on account of an occupational accident or industrial disease that is recognized by Worksafe BC as compensable within the meaning of the Compensation Act, shall continue to receive from the City an amount equal to their regular salary. The difference between the amount payable by Worksafe BC and the employee's regular salary will be made up by debiting the employee's accumulated sick bank. If an employee does not have, or exhausts their sick bank, they will continue to receive from the City a salary equal to the net amount payable by Worksafe BC. A full accounting of the amounts payable from Worksafe BC and debits from sick bank will be given to the employee every pay period.

ARTICLE 15 - PREGNANCY AND PARENTAL LEAVE

15.01 Employment Standards Act

The provisions of the applicable Provincial Statue concerning Pregnancy and Parental Leave (as they may be) shall apply.

15.02 Notwithstanding 15.01

a) Where a doctor's certificate is provided stating that a longer period of maternity leave is required for health reasons, an extension up to a maximum of six (6) additional months shall be allowed. General leave may be granted where additional leave is required because of the health of the newborn child.

b) The length of service of an employee who is absent from work in accordance with this Article for up to six (6) months shall be considered continuous for the purpose of any pension, medical, or other plan beneficial to the employee, and the Employer shall continue to make payment to the plan in the same manner as if the employee were not absent where:

1) The Employer pays the total cost of the plans; or
2) The employee elects to continue to pay her share of the cost of a plan that is paid for jointly by the Employer and the employee.

ARTICLE 16 - BENEFITS AND HEALTH CARE PLANS

16.01 Employee Group Benefits Plan

Except where specified differently in this Article, The Employer shall provide and pay the full premium cost of the following insured employee benefits, and regular employees whose assignment is working twenty (20) hours per week or more, who are eligible shall participate in the plan at the beginning of the month following completion of the probationary period for those regular employees.

Temporary and Casual employees, upon completion of sixty-five (65) days worked of service shall be paid 8% of their base hourly rate, as specified in Appendix 'A' and Appendix 'B' of this Agreement, for regular hours worked, in lieu of benefits. The 65 days worked waiting period shall not apply to temporary employees who have completed a temporary term of employment and whose recall rights have not expired. Regular part-time employees shall have the option of choosing either the benefit package, or receiving the 8% of their base hourly rate paid to them in lieu of benefits.

All benefits plans coverage's terms, conditions and specific eligibility requirements shall be governed by the actual terms and conditions of the benefits plans as amended from time to time. Any descriptions in this Agreement are provided for the purpose of general information.

The Union will be informed, in writing, of any and all changes to any benefit packages or carriers of same.

16.02 Any changes or reduction to benefit package will be negotiated either at collective bargaining or at Labour/Management and ratified by the union.

16.03 Life Insurance/Accidental Death and Dismemberment

Group Life Insurance and Accidental Death and Dismemberment for each eligible employee for one hundred thousand dollars ($100,000.00) without evidence of insurability and disability waiver prior to age 70, terminating at age 70.

16.04 Extended Health Benefit

Long Term Disability:

Will be funded by the Employer.

Long Term Disability Terms:

Income equal to sixty seven percent (67%) of regular salary up to a maximum of three thousand dollars ($3,000) per month payable in the event of total disability and commencing after one hundred and eighty-two (182) calendar days of absence. If an employee is short days in their sick bank, to bridge the difference between LTD, the Employer will work with the Employee on options.

16.05 Extended Health Benefit

a) Twenty-five dollars ($25.00) per calendar year deductible per individual/ family. Eighty percent (80%) twenty percent (20%) co-insurance - after one thousand dollars ($1,000) benefits has been paid in a calendar year, expenses are reimbursed at one hundred percent (100%).

One million dollars ($1,000,000) individual lifetime maximum.

Includes prescriptions, drugs, para-medical services, ambulance, nurses, hospital expenses. It also includes Physiotherapy/massage – fifteen hundred ($1500.00) dollars per plan member per year and Chiropractic/naturepath - fifteen hundred ($1500.00) dollars per plan member per year. Speech Therapist, Acupuncturist, Psychologist – fifteen hundred ($1500.00) dollars per plan member per year.

b) B.C. Medical Services Plan

B.C. Medical Plan

16.06 Dental Plan

All eligible employees shall participate in a Dental Plan covering:

100% cost of Plan "A"

75% cost of Plan "B"

75% cost of Plan "C" (With maximum lifetime payment of benefits of $5,500 per plan member.)

Premiums are one hundred percent (100%) paid by the Employer.

16.07 Safety Glasses

The Employer will pay one hundred percent (100%) cost of standard frame and lens for prescription safety glasses, if required, to a maximum of one pair per

two (2) calendar years up to a maximum of four hundred and fifty ($450.00) dollars. Non-prescription safety glasses will be provided as per clause 19.03.

16.08 Vision Care

a) All eligible employees shall participate in a Vision Care Benefit Plan of six hundred dollars ($600.00) payable over each (2) two calendar year period for prescription eye glasses or laser eye corrective surgery.

b) The Employer agrees to pay for the cost of the eye exam for all plan members once every two calendar years.

c) The plan will include plan members and dependents.

d) All plan members and dependents nineteen (19) years and older will be reimbursed up to two hundred ($200.00) dollars every two (2) calendar years for contact lenses.

e) Children up to and including age eighteen (18) will have the option of new glasses every year.

16.09 In the event of a strike or lock-out, benefits shall be maintained; however, the employees will be responsible for paying one hundred percent (100%) of the premium cost, which amount will be recovered through payroll deduction over a period of time equal to the length of strike or lock-out after they return to work.

16.10 Benefits on Lay-Off; and on General Leave following Sick Leave

Benefits shall be maintained for a regular employee on lay-off, or on General Leave granted as a continuation of leave upon expiry of sick leave, for a period of four (4) months and the employee's share of premium costs will be recovered through payroll deduction over a period equal to the length of the lay-off, or the general leave, upon return to work.

At the option of the employee, benefits will be maintained for such an employee for an additional two (2) months provided the employee undertakes to pay the entire costs of the premiums. In such a case, the employee can prepay, or the Employer will pay the entire costs and recover them through payroll deduction over a similar period upon the employee's return to work.

Any amounts advanced by the Employer on behalf of an employee under this Section, and not recovered through payroll deduction must be repaid by the individual. The Employer may collect any unrecovered amounts by deduction from any final sums payable to the employee by the Employer (including any accumulated holiday pay).

16.11 Retired Employee' Benefit

A regular employee or a regular part-time employee who retires, as per the Municipal Pension Plan will be entitled to the health benefits under Article 16 except holidays and sick leave accrual at the cost of the Employer for one month following the month of retirement.

ARTICLE 17 - CENSURES AND DISCIPLINARY ACTION

17.01 Whenever the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of, or omission referred to, or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer shall, within five (5) working days thereafter, give written particulars of such censure to the secretary of the Union. Such censure is subject to the grievance procedure in this agreement.

17.02 An employee may be dismissed or disciplined only for just cause.

17.03 Just cause shall not include the refusal of an employee to cross the picket line of a legal strike, or refusal to deal with any business establishment involved in a legal strike.

17.04 An employee shall have a steward present at any discussion with supervisory personnel which the employee believes might be the basis of discharge or disciplinary action; and when a supervisor intends to interview an employee for discharge or disciplinary purposes, the supervisor shall so notify the employee in advance so that the employee can contact a steward to be present at the interview.

When an employee is disciplined, discharged or suspended, the employee shall be given the reason promptly, in writing, with a copy sent to the secretary of the Union.

Any discharge or disciplinary action is subject to the grievance procedure in this agreement.

When an investigation which may lead to discipline is to be held, each employee whose presence is desired or required will be notified in writing, at least twenty-four (24) hours in advance. The notice will include date, time, place and subject matter of the meeting.

17.05 Should it be found, upon investigation, that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in their former position, without loss of seniority rating and shall be compensated for all time lost in an amount equal to their normal earnings during the pay period preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the Parties, or in the opinion of the Board of Arbitration if the matter is referred to such a Board pursuant to Article 5.

17.06 Letters of reprimand shall be removed from an employee's personnel file provided there has been a period of twenty-four (24) months without further related discipline letters being added to the file.

ARTICLE 18 - SAFETY

18.01 A Joint Safety Committee shall be maintained. This committee shall be composed of three (3) representatives chosen by the Union and two (2) representatives chosen by the Employer. Co-chairs shall be elected by the committee at the first meeting each year; one (1) shall be from among the Union representatives and one (1) from among the Employer representatives.

18.02 The Joint Safety Committee shall hold monthly meetings, or as legislated on a designated day, agreeable to the majority or with seven (7) days notice by either party, and all unsafe and/or dangerous conditions shall be taken up and dealt with at such meetings.

18.03 Minutes of all Joint Safety Committee meetings shall be kept and copies of such minutes shall be sent to the Employer and to the Union and to the Workers' Compensation Board and a copy shall be posted on the bulletin boards in the City shops. All recommendations and requests from the Joint Safety Committee shall be followed up by the co-chairs, who shall report thereon to the Committee.

18.04 Time spent by employees in the performance of their duties, as members of the Joint Safety Committee shall not result in the loss of pay.

ARTICLE 19 - GENERAL

Section 1 - Tools

19.01 In any cases where tradesmen or other employees are required by the Employer to provide their own hand tools, and where such hand tools are broken as a result of such employees carrying out their required duties and responsibilities in a proper manner, then the Employer shall pay the cost of replacing such broken hand tools, unless the employee is able to effect replacement, without cost to them, under the terms of a guarantee or warranty.

19.02 The Employer will provide theft insurance or other coverage for tools and equipment, excluding motor vehicles, owned by employees and required by the Employer in the performance of their duties. A list of such tools and equipment must be provided to the Employer in advance to qualify for this protection. Proof of theft may be required by the Employer.

Section 2 - Clothing

19.03 All employees working in any dirty or dangerous capacity shall be supplied with all necessary safety equipment and protective clothing when needed and the Employer shall be responsible for the upkeep of this protective clothing.

19.04 All Regular employees, and temporary employees who work eight (8) months or more, who are required to have safety boots in the performance of the employees' duties shall be reimbursed, upon submission of a receipt, up to three hundred ($300.00) per employee once a calendar year.

Section 3 – Intent

19.05 It is not the intent of the Employer to employ a casual or temporary employee instead of a regular employee.

19.06 No Strike/Lockout

There shall be no strikes or lockouts as long as the agreement continues to operate.

ARTICLE 20 - RULES AND REGULATIONS

20.01 Copies of all rules and regulations made by the Employer in consultation with the Union for the bargaining unit shall be forwarded to the Union and shall be posted on all bulletin boards.

ARTICLE 21 - TERM OF AGREEMENT

21.01 This Agreement shall run for a period of forty-eight (48) months from April 1, 2024 to March 31, 2028, but shall not terminate at the expiration of the period unless notice, in writing, of the termination has been given by one (1) party to the other within four (4) months, but not less than two (2) months, immediately preceding the date of expiry.

21.02 If no such notice is given, this Agreement shall remain in effect until terminated by either party upon notice, in writing, given within four (4) months, but not less than two (2) months, immediately preceding the date of expiry.

21.03 Either party may, within the period of four (4) months immediately preceding the date of expiry of this Agreement, by notice, require the other party to commence collective bargaining.

ARTICLE 22 - PRINTING OF AGREEMENT

22.01 The Union will be responsible for the amending and drafting of the Collective Agreement and the costs associated with the printing and supply of the Collective Agreement will be borne equally between the parties. The Employer will provide each employee and each newly hired employee with a copy of this Agreement. The Employer will acquaint each new employee with the content of the articles dealing with "Union Security" and "Union Check-Off and Induction".

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed by their respective officers thereunto lawfully authorized in that behalf, this 31st day of May, 2024.

SIGNED ON BEHALF OF:

THE CORPORATION OF THE CITY OF GRAND FORKS	CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4728

SCHEDULE A - HOURLY RATES

Classification	Current	1-Apr-24	1-Apr-25	1-Apr-26	4/1/2027
		5.00%	**4.00%**	**3.00%**	**3.00%**
Outside Works					
Administrative Assistant Utilities and Public Works	$36.05	$37.85	$39.36	$40.54	$41.76
GIS & Operations Technologist	$40.97	$43.02	$44.74	$46.08	$47.46
Operator 1	$35.27	$37.03	$38.51	$39.67	$40.86
Operator 2	$35.66	$37.44	$38.94	$40.11	$41.31
Operator 3	$36.78	$38.62	$40.16	$41.36	$42.60
Operator 4/Airport	$38.26	$40.17	$41.78	$43.03	$44.32
Journeyman/Mechanic	$41.40	$43.47	$45.21	$46.57	$47.97
Parks Maintenance 3	$35.66	$37.44	$38.94	$40.11	$41.31
Assistant Public Works Coordinator	$40.82	$42.86	$44.57	$45.91	$47.29
Public Works Coordinator	$41.40	$43.47	$45.21	$46.57	$47.97
Industrial Electrician - Journeyman	$39.49	$41.46	$43.12	$44.41	$45.74
Lineman	$51.70	$54.29	$56.46	$58.15	$59.89
Electrical Distribution Coordinator	$53.64	$56.32	$58.57	$60.33	$62.14
Utilities Operator Level 1 - in Training	$35.66	$37.44	$38.94	$40.11	$41.31
Utilities Operator Level 1	$36.50	$38.33	$39.86	$41.06	$42.29
Utilities Operator Level 2	$39.49	$41.46	$43.12	$44.41	$45.74
Utilities Operator Level 2 Operator	$39.49	$41.46	$43.12	$44.41	$45.74
Utilities Operator Level 2 WWTP	$39.49	$41.46	$43.12	$44.41	$45.74
Utilities Operator Level 3	$40.97	$43.02	$44.74	$46.08	$47.46
Assistant Sewer and Water Utility Coordinator	$40.97	$43.02	$44.74	$46.08	$47.46
Sewer and Water Utility Coordinator	$42.90	$45.05	$46.85	$48.26	$49.71
Inside Works					
Building Official / Bylaw Enforcement Officer	$36.69	$38.52	$40.06	$41.26	$42.50
Community Safety Bylaw Officer	$38.34	$40.26	$41.87	$43.13	$44.42
Corporate / IT Services Assistant	$35.45	$37.22	$38.71	$39.87	$41.07
Technology Coordinator	$41.40	$43.47	$45.21	$46.57	$47.97
Administrative Assistant 1	$35.45	$37.22	$38.71	$39.87	$41.07
Administrative Assistant 2	$36.05	$37.85	$39.36	$40.54	$41.76
Accounting Clerk 2 - Payments/Payroll	$37.36	$39.23	$40.80	$42.02	$43.28
Accounting Clerk 2 - Revenue	$37.36	$39.23	$40.80	$42.02	$43.28
Accounting Comptroller	$41.40	$43.47	$45.21	$46.57	$47.97
Planning Technician 1	$37.21	$39.07	$40.63	$41.85	$43.11
Planning Technician 2	$37.98	$39.88	$41.48	$42.72	$44.00
Planner	$43.18	$45.34	$47.15	$48.56	$50.02

Notes on Schedule A

Note: The rates for each position for casual/temporary/probation shall be $1.00 less than the regular rate for the position.

Apprentice:

1st Year: 65% of Journeyman
2nd Year: 75% of Journeyman
3rd Year: 80% of Journeyman
4th Year: 90% of Journeyman

Operator 1 positions will include riding lawn mowers with cutting decks greater than forty-eight (48) inches.
Operators of a tandem truck will receive $0.25 per hour above whatever paid while operating it.

Lead Hand

An employee appointed by a supervisor to be in charge of one or more other employees in addition to carrying on normal duties; when so appointed and when acting as such shall be paid $0.45 per hour above the higher of own rate or highest paid employee under their lead.
An employee who is not classified as a Journeyman and who holds a valid welding certificate recognized by the City, will be paid a bonus of $1.00 per hour for each hour performing authorized welding work.

Note: The rates for each position for casual/temporary/probation shall be $1.00 less than the regular rate for the position.

Tool Allowance

The Employer will continue to provide tool allowance of five hundred ($500.00) dollars annually, providing the mechanic/journeyman is required to provide their own tools in the performance of their duties. Should the Employer purchase the tools either from the journeyman/mechanic or from other sources or both, the Employer will cease to provide the tool allowance effective the date of the purchase. The mechanic/journeyman can remove all their personal tools from use in performing their duties. Article 3.01 Notice of Provisions will apply.

Student Employee Rates

Students shall be paid the BC minimum wage + $4.60 per hour (example: as of June 1, 2024, the minimum wage in BC is $17.40 per hour. As such the current rate is $22.00 per hour ($17.40 + $4.60).

(Note: Coop positions are often intended by the corresponding program to be unpaid, in which case the Employer would not be paying a wage.)

The Employer may employ up to 5 Seasonal Students and up to 3 Coop Students in a calendar year.

Maintenance Fleet Technician

A maintenance fleet technician who is required to perform maintenance on Fire Department vehicles/equipment shall be paid an additional $1.00 per hour for each hour performing the authorized work.

LETTER OF UNDERSTANDING #1

BETWEEN

THE CITY OF GRAND FORKS

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4728

RE: Flexible/Modified Work Week (Inside Workers)

The Parties agree to implement a Flexible/Modified Work Week schedule, on a one year trial basis with the option of the parties meeting to renew as of December 1st of each year thereafter. Wherein employees in approved classifications may work hours in excess of their normal daily hours for a fixed number of days, in order to receive a paid day off work at a later date.

Flexible/Modified Work Week hours is a system designed to accommodate the individual preferences and needs of employees while at the same time ensuring the efficient operation of the Employer's services. Not all employees in a work group are required to participate.

Full time regular employees are eligible to participate. A temporary employee will only be permitted to participate if they are replacing a regular employee who was already participating in the program.

Flexible/Modified Work Week hours will be implemented only after mutual agreement is secured between the employee who wishes the flexible hours of work and the Employer. A written request for flexible hours of work shall not be unreasonably denied. The terms of the flexible time shall be in writing.

The schedule implemented is intended for example: a 37.5-hour work week to extend the work day by one-half (1/2) and hour per day for 14 days and the 15th day would be designated a day with pay. Overtime will not be paid for work normally scheduled as modified work week hours.

An Employee or group of employees whose participation in the schedule is denied or withdrawn, shall result in Union and Management representatives jointly meeting with the affected employee(s) to discuss and attempt to resolve issues arising from the arrangement.

Note: Effective on the renewal of LOU No. 1; approved classifications include the Administrative Assistant Utilities and Public Works and the GIS & Operations Technologist.

Signed this 31st day of May 2024.

THE CORPORATION OF THE CITY OF GRAND FORKS	CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4728

LETTER OF UNDERSTANDING #2

BETWEEN

THE CITY OF GRAND FORKS

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4728

RE: Restructuring the Water and Sewer Department

The City of Grand Forks has an expectation that employees are fully qualified to perform the job to which they are assigned and are paid job rates as established in the Collective Agreement in accordance with these qualifications, and

Whereas,

The City of Grand Forks will be reviewing the structure of the Water and Sewer department to ensure that the required qualifications and duties are identified for all positions in order to provide appropriate service to our community, and

Whereas,

The City and the Union agree that providing opportunity for existing employees to obtain the necessary qualifications to do the work is in the mutual interest of the parties;

The following items have been agreed to by the parties on a *without prejudice and precedent basis* for this current undertaking:

1. The City will review and update all Water and Sewer job descriptions within the next six (6) months in order to confirm required qualifications and job duties. New or substantially changed job descriptions will be reviewed with the Union and ratified as per the Collective Agreement.

2. Any employee who does not meet the qualifications of their job descriptions will have a development plan put in place to support them in meeting the required qualification within a specified period of time. The City will pay for the training for these employees in accordance with the Training and Development Policy.

3. Employees who do not wish to participate in a development plan, or who are unsuccessful in fulfilling their development plan and achieving the required level of qualification within the specified time periods will be removed from the position and reassigned in accordance with the following procedure:

   a) The employee will be placed in a vacant position which meets their qualifications and seniority should one exist, or
   b) If operationally appropriate, be assigned to a position for which they possess the necessary qualifications and be paid at the corresponding job rate or
   c) If not operationally appropriate to reassign, the employee will be provided with bumping rights.

In no case will the overall complement of positions in the department be increased as a result of an employee failing to achieve the necessary qualifications. In all cases the amount of each type of position in the department must be operationally appropriate.

4. The new position of Water and Sewer Assistant Utilities Coordinator will be initially filled for a five (5) month term.

5. The five (5) month term Water and Sewer Assistant Coordinator position will be filled by appointment of the senior employee who most closely meets the qualifications for the position, subject to their expressed willingness to obtain the necessary qualifications.

6. The employee will be evaluated within five (5) months to determine their suitability for the Water and Sewer Assistant Coordinator position. Subject to a successful evaluation, and the employee's continuing interest in the position, the employee will be confirmed in the position subject to the requirement that they obtain the required qualifications.

7. Until such time as the employee is fully qualified for the Water and Sewer Assistant Coordinator position they will be paid at the rate for Utility Operator Level 3 and will not be authorized to relieve for the Water and Sewer Assistant Coordinator.

8. A development plan will be put in place for this employee with expected activities and an overall completion date of October 2020, for both the Water Distribution Level 2 Certificate and the Waste Water Level 2 Certificate. If the employee fails to participate in the development plan or fails to achieve the required qualifications by the specified dates, without authorization, the employee will be removed from the Water and Sewer Assistant Coordinator position and follow the procedures in Section 3 of this Letter of Understanding.

9. A development plan will be put in place for the current Utility Operator Level 2 employee with expected activities and an overall completion date of October 2019 for both the Water Distribution Level 2 Certificate and a Treatment Level 2

Certificate. If the employee fails to participate in the development plan of fails to achieve the required qualifications by the specified dates, without authorization, the employee will be removed from the position of utility Operator Level 2 and follow the procedures in Section 3 of this Letter of Understanding.

10. A development plan will be put in place for the current Operator in Training employee with expected activities and with an overall completion date of October 2018 for one of the following; Water Distribution Level 1 Certificate, Water Treatment Level 1 Certificate, Waste Water Treatment Level 1 Certificate or Collection Level 1 Certificate. If the employee fails to participate in the development plan or fails to achieve the required qualifications by the specified dates, without authorization, the employee will be removed from the position of Utility Operator Level 1 in training and follow the procedures in Section 3 of the Letter of Understanding.

11. Going forward all new vacancies will be filled by applicants who are qualified for those vacancies at the time of posting. Internal applicants will be considered before external applicants in accordance with the Collective Agreement. In the event that no qualified applicants are available either internally or externally, the City may either leave the vacancy unfilled or select the most qualified candidate subject to the commitment to obtain the required qualifications as described by a written development plan.

Signed this 31st day of May 2024.

THE CORPORATION OF THE CITY OF GRAND FORKS	CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4728

LETTER OF UNDERSTANDING #3

BETWEEN

THE CITY OF GRAND FORKS

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 4728**

RE: Outside Works Assistant Classification

C.U.P.E. Local 4728 and the City of Grand Forks agree to create a new classification "Outside Works Assistant" as per the attached job description. The intent of the position is to provide regular part time employment to a person with multiple employment barriers not related to substance abuse. The wage rate for the position is $21.00 per hour for a maximum of eight hours per week.

Signed this 31st day of May 2024.

THE CORPORATION OF THE CITY OF GRAND FORKS	CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4728

LETTER OF UNDERSTANDING #4

BETWEEN

THE CITY OF GRAND FORKS

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 4728**

Without Precedent / Prejudice

RE: Industrial Electrician

The City of Grand Forks agrees to hire an Industrial Electrician in addition to the current staffing levels. The intent of the Industrial Electrician position is to provide regular full-time employment for a position that will be newly implemented into the bargaining unit. With the hiring of the new position, the City and Union agree that this position will not be automatically filled if it becomes vacant in the future. This reassessment of the need for the position, once vacant, will be determined solely by the Chief Administrator Officer or designate of the day. This is not regular practice and is only for the one time and for this position that both parties agree to. All other provisions of the Collective agreement will apply.

Signed this _____ day of _____ 2024.

THE CORPORATION OF THE CITY OF GRAND FORKS	CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4728
_____	_____
_____	_____
_____	_____
_____	_____

LETTER OF UNDERSTANDING #5

BETWEEN

THE CITY OF GRAND FORKS

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4728

Without Precedent / Prejudice

RE: Building Official / Bylaw Enforcement Officer - Hours of Work

1. Collective Agreement: Relevant Language:
   10.02 Shift Change Notice – Applicable to Afternoon Shift, Night Shift and Any Other Shift, other than Advancement of Shift.

   The Employer may institute an afternoon or night shift and any other mutually agreed shift by a Letter of Understanding, provided the Employer has given five (5) consecutive calendar days notice.

2. Issue:
   The services associated with bylaw compliance often occur outside of 8:00 a.m. to 4:00 p.m. Monday to Friday. The Building Official /Bylaw Enforcement Officer requires some variation given the nature of the work they perform.

3. Proposal:
   This proposal is not intended to circumvent the overtime provisions of the Collective Agreement. The purpose is for the City to have the ability to schedule irregular hours on a limited basis.

   The Building Official / Bylaw Enforcement Officer position is a new classification in the Schedule A. It is an inside classification scheduled for 37 ½ hours per week. The normal work pattern for this position needs to be established. It is anticipated that the day-to-day duties will constitute 75% building inspections and 25% bylaw compliance. The work generated in bylaw compliance will entail evening or weekend work such as monitoring watering restrictions or attending community events. This position administers contract services for work to effect compliance which often happens outside of normal business hours. In order to accomplish the work assigned to the Building Official / Bylaw Enforcement Officer position, they must be scheduled to work irregular hours from time to time. The City of Grand Forks would like the ability to occasionally vary the normal work week during these times in accordance with Article 10.02:

- The core working hours for the Building Official / Bylaw Enforcement Officer are 8:00 a.m. to 4:00 p.m. Monday to Friday in accordance with Article 10, Inside Works.
- On a regular basis, but not less than five days from the proposed shift change, the Building Official /Bylaw Enforcement Officer and the Manager, Building Inspection and Bylaw Enforcement Services will prepare a preliminary work schedule that considers:
  - current bylaws in effect (watering restrictions, snow removal) outside of business hours;
  - complaints received that require investigation in the evening or on the weekend;
  - upcoming events requiring a bylaw officer presence;
  - monitoring contract services to effect compliance;
  - planned bylaw enforcement actions.
- A schedule will be created that prioritizes bylaw compliance preliminary work schedule with the building inspection activity.
- The variable working hours will be defined as those daily work hours to perform the work (to a maximum of 7.5 hours per day – preference would be to adjust start times.
- Hours of work shall be scheduled between 6:00 a.m. and 10:00 p.m. on any day.

The City will apply Section 6 – Pay Differentials whereby the Building Official / Bylaw Enforcement Officer will receive $1.00 per hour for all hours worked on scheduled shift changes.

This Letter of Understanding is subject to review by the parties on each anniversary date for discussion, negotiation and revision.

This Letter of Understanding is exclusive to the position of Building Official / Bylaw Enforcement Officer and has no bearing on the Collective Agreement or providing any precedence/prejudice to the Collective Agreement.
Signed this 31st day of May 2024.

THE CORPORATION OF THE CITY OF GRAND FORKS	CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4728

LETTER OF UNDERSTANDING #6

BETWEEN

THE CITY OF GRAND FORKS

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 4728**

RE: Planner Classification/Adjusted Rate of Pay

As a retention strategy the Parties agree to increase the rate of pay for the Planner Classification by $5.00 per hour on the current base rate after five (5) consecutive years in the classification.

Signed this 31st day of May 2024.

THE CORPORATION OF THE CITY OF GRAND FORKS	CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4728

LETTER OF UNDERSTANDING #7

BETWEEN

THE CITY OF GRAND FORKS

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4728

RE: Building Official/Bylaw Enforcement Officer: Educational Requirements

1. The City will hire [redacted] for the position of Building Official/Bylaw Enforcement Officer (the "Position") on a without prejudice basis on the following terms, even though [redacted] does not have the required qualifications for the Position.

2. [redacted] will start employment in the Position on February 3, 2020.

3. [redacted] will obtain his Building Official Level 1 Certification by February 3, 2021.

4. [redacted] will obtain his Bylaw Enforcement Level 1 Certification by August 30, 2021.

5. [redacted] will complete his Building Official Level 2 Certification by February 3, 2023.

6. The City will pay the applicable course fees, books and other required materials for the Building Official Level 1 and 2 Bylaw Enforcement Leve 1 Certifications (collectively, the "Fees").

7. The City will pay for [redacted] reasonable travel expenses associated with the Building Official Level 1 and2 and Bylaw Enforcement Level 1 Certifications in accordance with the City policy.

8. The City will pay [redacted] his regular wage rate only for the time spent travelling to and from attending any required courses associated with the Building Official Level 1 and 2 and Bylaw Enforcement Level 1 Certifications and no overtime will be payable.

9. [redacted] will be required to study for his Building Official Level 1 and 2 and [redacted]ement Leve 1 Certification on his own time.

10. The current wage rate for this position is $32.88 and is subject to any wage adj[redacted]the Collective Agreement. The City will increase the wage rate paid to [redacted] by $1.00/hour ($33.88 current) when they obtain both the Building Off[redacted]aw Enforcement Level 1 Certifications and an extra $2.00/hour ($35.88 current) when they obtain the Building Official Level 2 Certification.

11. If [redacted] resigns and is hired as a Building Official position with another em[redacted]n two (2) years of c[redacted]th, the Building Official and Bylaw Enforcement Leve1 Certifications, [redacted] will pay the City fifty (50%) percent of the Fees.

12. If [redacted]to the Grand Forks area by December 31, 2020, the City will rei[redacted] up to five thousand ($5,000.00) dollars for reasonable moving exp[redacted] submissions of receipts.

13. If [redacted]to the Grand Forks area by December 23, 2021, the City will rei[redacted] up to two thousand ($2,000.00) dollars for reasonable moving exp[redacted] submission of receipts.

14. If [redacted] resigns from his employment with the City within two (2) years of rec[redacted]eimbursement received in accordance with Sections 12 or 13 above, they will re-pay the City for the pro-rated cost of such reimbursement, which will be calculated on a monthly basis.

Signed this 31st day of May 2024.

THE CORPORATION OF THE CITY OF GRAND FORKS	CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4728

LETTER OF UNDERSTANDING #8

BETWEEN

THE CITY OF GRAND FORKS

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4728

Without Precedent / Prejudice

RE: Planner, Planning Technician (1) and (2) - Hours of Work

1. Collective Agreement: Relevant Language:
   10.02 Shift Change Notice – Applicable to Afternoon Shift, Night Shift and Any Other Shift, other than Advancement of Shift.

   The Employer may institute an afternoon or night shift and any other mutually agreed to shift by a Letter of Understanding, provided the Employer has given five (5) consecutive calendar days notice.

2. Issue:
   As a direct result of the increased activity generated from Disaster Mitigation and Adaptation Fund the Planner and Planning Technician 1 and 2 will be required to attend meetings, open houses, public hearings, workshops that will be scheduled outside 8:00 a.m. to 4:00 p.m. Monday to Friday. These positions require some variation to the hours of work given the nature of the work they perform.

3. Proposal:
   This proposal is not intended to circumvent the overtime provisions of the Collective Agreement. The purpose is for the City to have the ability to schedule irregular hours on a limited basis.

   The Planner and Planning Technician 1 and 2 are inside classifications scheduled for 37 ½ hours per week.

The intended adjustment to the normal work pattern is to attend scheduled meetings, open houses, public hearings, workshops etc. that are outside of the regular business hours. In order for them to be in attendance they must be scheduled to work irregular hours from time to time. The City of Grand Forks would like the ability to occasionally vary the normal work week during these times in accordance with Article 10.02:

- The core working hours for the Planner and Planning Technician 1 and 2 are 8:00 a.m. to 4:00 p.m. Monday to Friday in accordance with Article 10, Inside Works.

- On a regular basis, but not less than five days from the proposed shift change, the Manager of Development, Engineering and Planning and the Planner will prepare a preliminary work schedule that considers:
    - all currently scheduled meetings, public hearings, open houses etc.
    - status of current work assignments.

- A schedule will be created that prioritizes attendance at evening/weekend meetings with the day to day priority work assignments.

- It is understood that there will be occasions when the City's operational requirements dictate that the work must be accomplished through overtime hours.

- The variable working hours will be defined as those daily work hours to perform the work (to a maximum of 7.5 hours per day – preference would be to adjust start times between the hours of 6:00 am. and 10:00 pm on any given day.

- Hours beyond 37 ½ hours per week will be subject to all overtime provisions.

The City will apply Section 6 – Article 10.22 Pay Differentials/Shift/Dirt Pay whereby any and/or all of the following: Planner and Planning Technician 1 and 2 will receive $1.00 per hour for all hours worked on scheduled shift changes. Where any, and/or all of the following noted above are required to change their shifts to work a Saturday and/or Sunday, they shall receive an additional $1.00 per hour: Planner and Planning Technician 1 and 2.

This Letter of Understanding is subject to review by the parties on each anniversary date for discussion, negotiation and revision.

Signed this 31st day of May 2024.

THE CORPORATION OF THE CITY OF GRAND FORKS	CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4728
_____	_____
_____	_____
_____	_____
_____	_____

LETTER OF UNDERSTANDING #9

BETWEEN

THE CITY OF GRAND FORKS

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4728

Without Precedent/Prejudice

RE: Corporate / IT Services Assistant – Hours of Work

1. Collective Agreement: Relevant Language:

10.02 Shift Change Notice – Applicable to Afternoon Shift, Night Shift and Any Other Shift, other than Advancement of Shift.

The Employer may institute an afternoon or night shift and any other mutually agreed to shift by a Letter of Understanding, provided the Employer has given five (5) consecutive calendar days notice.

2. Issue:

The newly created Corporate / IT Services Assistant position is involved in the City's communications and public engagement initiatives.

- Assisting with the plan and design of a variety of civic engagement programs on behalf of the City
- Performing the administrative functions associated with developing and coordinating engagement activities and programs and overseeing implementation
- Providing administrative support in creating, establishing and maintaining various public engagement streams with a wide variety of external contacts
- Performing the clerical duties that support regular effective updates to the public about the progress of the *Disaster Mitigation and Adaption Fund*.

The creation of this position is a direct result of the increased activity generated from Disaster Mitigation and Adaptation Fund. The Corporate / IT Services Assistant may be required to attend meetings, open houses, public hearings, workshops that may be scheduled outside 8:00 a.m. to 4:00 p.m. Monday to Friday. This position requires some variation to the hours of work given the nature of the work they will be performing.

3. Proposal:

This proposal is not intended to circumvent the overtime provisions of the Collective Agreement. The purpose is for the City to have the ability to schedule irregular hours on a limited basis.

The Corporate / IT Services Assistant is an inside classification scheduled for 37 ½ hours per week.

The intended adjustment to the normal work pattern is to attend civic engagements such as media events, scheduled meetings, open houses, public hearings, workshops etc. that are outside of the regular business hours. In order for them to be in attendance they must be scheduled to work irregular hours from time to time. The City of Grand Forks would like the ability to occasionally vary the normal work week during these times in accordance with Article 10.02:

- The core working hours for the Corporate/ IT Services Assistant are 8:00 a.m. to 4:00 p.m. Monday to Friday with ½ hour lunch and two 15 minute breaks in accordance with Article 10, Inside Works.
- On a regular basis, but not less than five days from the proposed shift change, the Corporate Officer/to be determined and the Corporate / IT Services Assistant will prepare a preliminary work schedule that considers:
    - all currently scheduled meetings, public hearings, open houses etc.
    - status of current work assignments
- A schedule will be created that prioritizes attendance at evening/weekend meetings with the day to day priority work assignments.
- It is understood that there will be occasions when the City's operational requirements dictate that the work must be accomplished through overtime hours.
- The variable working hours will be defined as those daily work hours to perform the work (to a maximum of 7.5 hours per day) - preference would be to adjust start/stop times between the hours of 7:00 am and 9:00 pm on any given day.
- Hours beyond 37 ½ hours per week or where insufficient shift change notice has provided, will be subject to all applicable overtime provisions.
- In accordance with Article 10.06 Rest Between Shifts, the Employer will provide at least ten (10) hours rest between shifts. Failure to provide such rest period will result in payment of overtime at established rates for any hours worked during the rest period.
- Article 10.12 is in effect if the Corporate / IT Services Assistant is required to work in excess of ten (10) consecutive hours they will be entitled to a meal allowance of $15.00 paid by the Employer through the Employer's regular payroll.

The City will apply Section 6 - Article 10.22 Pay Differentials/Shift/Dirt Pay whereby the Corporate / IT Services Assistant will receive $1.00 per hour for all hours worked on scheduled shift changes. Where the Corporate / IT Services Assistant is required to change their shifts to work a Saturday and/or Sunday, they shall receive an additional $1.00 per hour:

This Letter of Understanding is subject to review by the parties on each anniversary date for discussion, negotiation and revision.

No.1

- *Public Hearing Preparation – First Tuesday – 4:00 pm – 7:00 pm (evening work to prepare for Public Hearing next day)
- **Public Hearing – First Wednesday 7:00 pm – 9:00 pm requirement to attend and answer questions
- ***Ribbon Cutting Ceremony – First Friday 7:00 pm requirements to assist with set up
- ****Workshop – Second Saturday 12:00 pm – 5:00 pm – Disaster Fund – Public Open House – requirement to attend and handle logistics – morning preparation @ 10:00 am – take down after 5:00 pm

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Off	8:00 am – 4:00 pm	*11:00 am – 7:00 pm Worked until 8:30 pm to complete	**1:00 pm to 9:00 pm	8:00 am – 4:00 pm Worked until 5:00 pm to catch up	***11:30 am to 7:30 pm	Off
	Regular	Regular 1.5 hours OT	Regular	Regular 1.5 hours OT	Regular	
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Off	8:00 am – 4:00 pm	8:00 am – 4:00 pm	8:00 am – 4:00 pm		Off	***10:00 am – 6:00 pm
	Regular	Regular	Regular	Regular	In lieu of Saturday	Regular

Signed this 3rd day of May 2024.

THE CORPORATION OF THE
CITY OF GRAND FORKS

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 4728

LETTER OF UNDERSTANDING #10

BETWEEN

THE CITY OF GRAND FORKS

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4728

Without precedent/prejudice

RE: Community Safety Bylaw Officers - Hours of Work and Wage

1. Collective Agreement: Relevant Language:

10.01 Advancement of Shift

Notwithstanding any other provision of this Agreement, provided notice has been given by the end of an employee's previous Day Shift of a new start time. The Employer may alter the start time for inside employees to 7:00 am and outside employees to 5:00 am with consideration to the half (1/2) hour lunch break and two (2) 15 minute breaks. The employee may request an earlier or later start time and would require the approval of the department manager or designate. If notice is given on a Sunday or a Statutory Holiday for the next day, a minimum of twelve (12) hours notice of a new start time (notice period) must be given.

10.02 Shift Change Notice – Applicable to Afternoon Shift, Night Shift and Any Other Shift, other than Advancement of Shift.

The Employer may institute an afternoon or night shift and any other mutually agreed to shift by a Letter of Understanding, provided the Employer has given five (5) consecutive calendar days notice.

10.10 Overtime - Sundays

An employee who works on Sundays or who is called back to work while on vacation, if available, shall receive pay at the rate of double their regular wage, subject to the provisions of Section 1 and Section 4 of this Article.

2. Issue:

Through a Union of British Columbia Municipalities (UBCM) grant, the City implemented a position to work with the transient population since the fall of 2021 on a contract

basis. This position required a flexible schedule with varied starting times, evening work, and weekend work, all in conjunction with a non standard pattern work week which continuously changed. This has been in response to the always changing habits and schedules of the transient population. The Bylaw Officers are inside classifications scheduled for 37 ½ hours per week.

3. Proposal:

This proposal is not intended to circumvent the overtime provisions of the Collective Agreement. The purpose is for the City to have the ability to schedule the Officers on a variable schedule with a non-defined pattern to provide a direct impact on enforcing bylaws and providing support regarding challenges with the transient population.

The intended adjustment to the normal work pattern is to patrol neighbourhoods and city areas outside of the regular business hours on a nonstandard schedule. In order for the transient population to not be able to predetermine the schedule of the Officers, the Officers must be scheduled to work generally outside of regular hours and in a non-standard pattern.

Regarding Section 10.01:
The City would like the ability to vary the normal start time for the Officers to 5am which is consistent with Outside Worker Advancement of Shifts.

Regarding Section 10.02:
The City would like the ability to vary the normal work week to a non-standard, non-pattern shift rotation that comprises of a mix of daytime shifts, afternoon shifts, evening shifts, and weekend shifts at fluctuating starting times.

Regarding Section 10.10:
The City would like the ability to utilize Sundays as a regular scheduled day to allow for a more variable schedule.

Given the above, the following is agreed upon:

- The Officers shall be scheduled to work between 5:00 a.m. and 1:00 a.m.
- A Shift Rotation schedule with the following guidelines will be used:
    - Maximum 75 hours per pay period
    - scheduled in 7.5 hours shifts
    - with a maximum of 6 consecutive days before a day of rest
    - with a minimum of 10hrs rest between shifts.
    - A variable Shift Rotation Schedule of 5 day on, 2 day off // 5 day on 3 day off may be used
    - The intent upon creation of this position is for the role to work outside of the regular work week and workday, without the application of Shift Differential; however, if the Employer varies the prearranged shift

schedule, Shift Differential as per Article 10.22 would apply. For clarity, Shift Differential would only apply for all hours outside of the prearranged shift schedule.

- Hours beyond the 75 hours per pay period will be subject to all overtime provisions unless it is due to the Shift Rotation Schedule.
- Sundays shall be observed as:
  - 1st day of rest, if worked 6 consecutive prior
  - last day of rest, if scheduled 2 or 3 consecutive days of rest
- Statutory Holidays shall be observed as per collective agreement
- On a regular basis, but not less than five days from the proposed shift change, the Manager and the Officers will prepare a work schedule that considers:
  - currently scheduled events, transient activities, support service, contractors availability, etc.
  - status/priority of current work assignments
- It is understood that there will be occasions when the City's operational requirements dictate that the work must be accomplished through overtime hours.

This Letter of Understanding is subject to review by the parties on each anniversary date for discussion, negotiation and revision.
Signed this _____ day of _____ 2024.

THE CORPORATION OF THE CITY OF GRAND FORKS	CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4728
_____	_____
_____	_____
_____	_____
_____	_____

LETTER OF UNDERSTANDING #11

BETWEEN

THE CITY OF GRAND FORKS

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4728

Without precedent/prejudice

RE: Technology Coordinator - Hours of Work, Wage, and Role

1. Collective Agreement: Relevant Language:
   10.01 Advancement of Shift

   Notwithstanding any other provision of this Agreement, provided notice has been given by the end of an employee's previous Day Shift of a new start time. The Employer may alter the start time for inside employees to 7:00 am and outside employees to 5:00 am with consideration to the half (1/2) hour lunch break and two (2) 15 minute breaks. The employee may request an earlier or later start time and would require the approval of the department manager or designate. If notice is given on a Sunday or a Statutory Holiday for the next day, a minimum of twelve (12) hours notice of a new start time (notice period) must be given.

   10.02 Shift Change Notice – Applicable to Afternoon Shift, Night Shift and Any Other Shift, other than Advancement of Shift.

   The Employer may institute an afternoon or night shift and any other mutually agreed to shift by a Letter of Understanding, provided the Employer has given five (5) consecutive calendar days notice.

   10.10 Overtime - Sundays

   An employee who works on Sundays or who is called back to work while on vacation, if available, shall receive pay at the rate of double their regular wage, subject to the provisions of Section 1 and Section 4 of this Article.

2. Issue:

School District No. 51 (SD51) and the City of Grand Forks jointly own and operate a fiber optic network and data center. In 2021, SD51 lost two senior management employees and struggled to fill the positions. The City supported SD51 on a temporary basis throughout 2022 with the intent that the two positions would be filled permanently. SD51 was able to fill one position in the summer of 2022; however, the IT Manager role has been vacant for over 16 months now. As of September 2022, the City supported SD51 full time with one employee in a senior lead role. To create some stability for everyone involved, SD51 would like to contract the City on a permanent basis for 3 years minimum to fulfill the role of IT Manager in the SD51 IT department at 80-90% of the time. This position requires a flexible schedule with varied starting times, evening work, and weekend work, all in conjunction with a nonstandard pattern work week which continuously changes due to the nature of the IT system and responsibilities. The Technology Coordinator would be considered an inside role scheduled for 37 ½ hours per week.

3. Proposal:

Technology Coordinator (Temporary) Role:
During the term of the contract with SD51, the added responsibilities will include:

- Support SD51 in an IT management capacity as determined by SD51, which will include, but not be limited to:
  - Datacenter, networks systems administration
  - Security and video surveillance systems management
  - Project Management
- Continue to fulfill City of Grand Forks technology needs and responsibilities as per the Corporate / IT Services Assistant role
- Other related duties as assigned

4. Shifts:

This proposal is not intended to circumvent the overtime provisions of the Collective Agreement. The purpose is for the City to have the ability to schedule the Coordinator on a variable schedule that allows for SD51 to effectively conduct their operations.

The intended adjustment to the normal work pattern is to allow for technology related operational needs outside of the regular business hours on a nonstandard schedule. In order for technology related upgrades, outages, and projects, to be efficient, the Coordinator must be scheduled to work at times outside of regular hours and in a non-predetermined pattern that allows for a successful execution of the role.

Regarding Section 10.01:
The City would like the ability to vary the normal start time for the Coordinator to 5am which is consistent with Outside Worker Advancement of Shifts.

Regarding Section 10.02
The City would like the ability to vary the normal work week to a non-standard, non-pattern shift rotation that comprises of a mix of daytime shifts, afternoon shifts, evening shifts, and weekend shifts at fluctuating starting times.

Regarding Section 10.10
The City would like the ability to utilize Sundays as a regular scheduled day to allow for a more variable schedule.

Given the above, the following is agreed upon:

- The Coordinator shall be scheduled to work between 5:00 a.m. and 1:00 a.m.
- A Shift Rotation schedule with the following guidelines will be used:
    - Maximum 75 hours per pay period
    - scheduled in alignment with SD51 requirements, ideally:
        - in 7.5 hours shifts.
        - with a maximum of 6 consecutive days before a day of rest.
        - with a minimum of 10hrs rest between shifts.
        - A variable Shift Rotation Schedule of 5 day on, 2 day off // 5 day on 3 day off may be used.
        - The intent upon creation of this position is for the role to work outside of the regular work week and workday, without the application of Shift Differential; however, if the Employer varies the prearranged shift schedule, Shift Differential as per Article 10.22 would apply. For clarity, Shift Differential would only apply for all hours outside of the prearranged shift schedule.
- Hours beyond the 75 hours per pay period will be subject to all overtime provisions unless it is due to the Shift Rotation Schedule.

- Sundays shall be observed as:
    - 1st day of rest, if worked 6 consecutive prior
    - last day of rest, if scheduled 2 or 3 consecutive days of rest

- Statutory Holidays shall be observed as per collective agreement or in alignment with SD51 statutory holidays observation.
- On a regular basis, but not less than three days from the proposed shift change, the Manager and the Coordinator will prepare a work schedule that considers:

    - currently scheduled events, projects, support service, contractors' availability, etc.

    - status/priority of current work assignments

- It is understood that there will be occasions when the City's and SD51 operational requirements dictate that the work must be accomplished through overtime hours.

5. Wage:

    To assist SD51, the City is proposing to elevate one employee, [redacted] currently a Corporate / IT Services Assistant, to a Technology Coordinator level with the same wage as the Public Works Coordinator, and be subject to any percentage changes negotiated in the current or subsequent collective agreements, while the employee fills this contractual role with SD51. To be clear, if the contract ends or is canceled by either of the parties, the employee will return to their original wage and classification.

<u>Backfill for non-technological duties:</u>

The Employer plans to backfill the corporate administrative portions of the current role (Corporate/IT Services Assistant) with a temporary part-time position with up to 30hrs per week for the first year, with possible extensions and or transition to part time permanent thereafter for the remainder of the contract with SD51 or as required by the employer. To be clear, this backfill position is not anticipated to fulfill all the duties of the full role; and, if the contract ends prematurely, then this backfill position would be removed.

This Letter of Understanding is subject to review by the parties based on the contractual obligations or changes with SD51, for discussion, negotiation and revision.

Signed this 31st day of May 2024.

THE CORPORATION OF THE CITY OF GRAND FORKS	CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4728