

ARTICLE 9 - SENIORITY

9.02 Termination

All employees voluntarily leaving employment shall terminate all seniority rights contained in this Agreement.

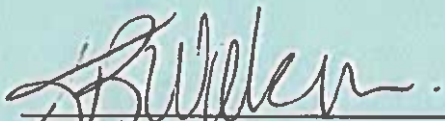
Written resignations shall be considered final. Verbal resignations and text messages, if not withdrawn within three (3) business days, shall be considered final.



Diana Forfar, CUPE 399



Sandra Caffrey, City of Prince George



Karen Welch, CUPE 1048




Date

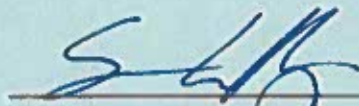
ARTICLE 9 - SENIORITY

9.06 Probationary Employees

- (a) (i) All new employee shall be hired on probation. The probationary period will be six (6) calendar months. During the probationary period, employees shall be entitled to all rights and privileges of the Agreement.
- (ii) In the event a probationer takes a leave for a period of between two (2) weeks and two (2) months, the probationary period will be extended by the length of the leave.
- (iii) In the event a probationer takes a leave of greater than two (2) months within the first four months of the probation, the probationer shall restart the probationary period upon return to active employment.
- (b) Employees on probation who are selected for another vacancy during their probationary period shall commence a new period of probation under this Article. **This provision will not apply if the vacancy is in the same position and division.**



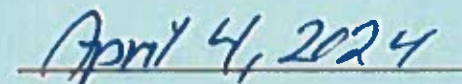
Diana Forfar, CUPE 399



Sandra Caffrey, City of Prince George



Karen Welch, CUPE 1048



Date

Green Sheet
July 17th 11:05A
Employers

LETTER OF UNDERSTANDING

Between

THE CITY OF PRINCE GEORGE

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCALS #399 AND #1048

ARTICLE 9.07 - PART-TIME EMPLOYEES

During the term of the Collective Agreement, to allow for a trial period, the parties agree to apply the following provisions in place of Article 9.07 of the Collective Agreement.

While these provisions are in place, all references elsewhere in the Collective Agreement or other, existing agreements to "irregular part time" will be substituted with "casual" as set out in this agreement.

9.07 Part-time Employees

(a) Definition

- (i) Part-time employees shall be defined as any employee not working a regular forty (40) or thirty-seven and one-half (37½) hour work week, or other full-time schedule as agreed between the Parties, and shall be paid in accordance with the rate applicable in the Schedule under which the employee is working.
- (ii) Part-time positions shall be posted except as amended by Article 15.01.

(b) Regular Part-time Employee

- (i) A regular part-time employee is an employee who the employer expects to schedule for eighteen (18) hours per week or more. Regular part-time employees who are scheduled for less than eighteen (18) hours in a week shall have preference over a casual employee for additional shifts in their classification.
- (ii) Nothing in this section is a guarantee of a minimum amount of hours per week or as a commitment, other than where specified, to give

preference for available shifts to Regular Part-time or Casual Employees.

- (iii) At the time of his or her appointment to a regular part-time position, an employee may choose to receive benefits under the Collective Agreement including vacations, all paid leaves of absence and the benefit plans included in Article 23. Sick leave, vacation leave, weekly indemnity, statutory holidays and paid leaves of absence shall be earned on a prorated basis.

The employee's use of vacation and sick leave is based on the average hours he or she has worked in the previous six (6) months. Employees may also use additional vacation hours from their vacation accruals to top up their daily hours during their vacation period to the full regular daily hours associated with their position.

- (iv) Regular part-time employees who do not choose to receive the benefits identified in part (iii) will receive twelve percent (12%) of gross pay in lieu of those benefits.
- (v) Pension entitlements will be prorated on the basis of hours paid (excluding overtime).
- (vi) In the event that a part-time employee is displaced from his/her position, the following shall apply:
 - i. Benefit coverage shall be maintained for a period of three (3) months;
 - ii. If the employee does not work a shift for a period of twelve (12) months, they will lose seniority and their employment will be terminated.

(c) Casual Employees

- (i) Definitions:

Casual employees are part time employees employed in any of the capacities listed below:

1. Primarily to backfill for regular part-time or regular full-time employees who are absent;
2. As a supplementary labour pool for special events or overload work; or
3. As students providing instruction or supervision in a recreational activity. The term student applies to secondary school students or

full-time students in a post-secondary program at a publicly accredited institution, including while on break periods prior to graduation from the program or in transition from secondary to post-secondary.

- (ii) Casual employees identified in (i) 1 and (i) 2 may work up to two (2) shifts per week that are not considered replacement or overload/special event related in order that a pool of employees may be maintained with the skills necessary to perform the work. Jail Guards working shifts to provide break relief will be considered to be backfilling an employee who is absent.
- (iii) Casual employees shall be entitled to twelve percent (12%) of gross pay in lieu of all benefits including vacations and statutory holidays.
- (iv) Casual employees shall not accrue seniority but shall have a secondary seniority date coincident with their start date of employment.
- (v) The secondary seniority date for a regular or limited duration employee who moves to a casual position without a break in service shall be their original start date of employment.
- (vi) A casual employee's secondary seniority date will be used for the following purposes:
 - 1. to establish preference for vacation scheduling among other casual employees within the same classification and Division;
 - 2. to be the governing factor among casual employees in a job posting competition where two (2) or more are relatively equal in qualifications and ability to perform the work. If casual employees share the same secondary seniority date, they will be ranked next by their employee number in chronological order;
 - 3. as a factor in scheduling practices used within the Aquatics, Community Arenas and Facilities Maintenance Divisions.
- (vii) A casual employee shall lose their secondary seniority in the event that:
 - 1. The employee gains regular seniority as defined by (ix) below;
 - 2. The employee is discharged and not reinstated;
 - 3. The employee resigns.
- (viii) On a quarterly basis, the Employer will provide the Union with a list of casual employees including their name, secondary seniority date and classification.
- (ix) Casual employees who are appointed to regular positions on a full-time, part-time or limited duration basis shall be required to serve a

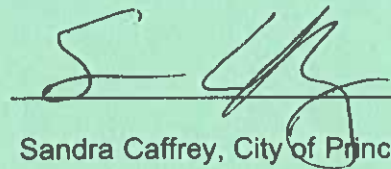
new period of probation under Article 9.06 and their seniority date shall be the date of their appointment to the regular position. **Casual employees who have completed a probation prior to their new appointment, shall have the option to return to their original position during the new period of probation. Casual employees who convert to regular part-time status in accordance with subsection (d), below will not be required to serve a new period of probation.**

(d) Conversion of Casual to Regular Status & Maintenance of Status

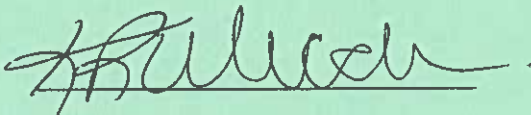
- (i) Casual employees defined in Sections (c)(i)(1) and c(i)(2) shall be eligible to convert to regular part-time status if they worked in excess of 1040 hours in the previous twelve (12) month period. The calculation of hours will be conducted monthly once all time worked during the most recent month is registered in the payroll system. A copy of the report will be provided to the Union.**
- (ii) Casual employees defined in Section (c)(i)(3) will convert to regular status once they are no longer a full-time student.**
- (iii) In October of each year, the employer will review the hours worked and hours of approved paid and unpaid leave of each employee whose casual status converted to regular part-time under this section. Provided the total of paid and unpaid hours are at least equal to 1040 hours in the previous 12-month period, the employee will maintain their regular part-time status; otherwise, they will revert to casual status.**



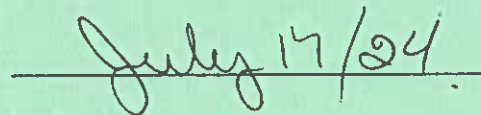
Diana Forfar, CUPE 399



Sandra Caffrey, City of Prince George



Karen Welch, CUPE 1048



Date

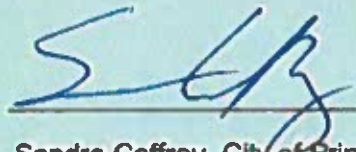
ARTICLE 9 - SENIORITY

9.08 Limited Duration Employment


- (f) Except in the case of a regular full or regular part-time employee who fills a limited duration position:
- (i) Employees who fill limited duration positions of six (6) months or less shall receive twelve percent (12%) of gross pay in lieu of all benefits including sick leave, vacation and statutory holidays;
 - (ii) Employees who fill **regular full or regular part-time** limited duration positions of longer than six (6) months have the option of choosing to receive benefits including vacation and statutory holidays, or twelve percent (12%) of gross pay in lieu of all benefits including sick leave, vacation and statutory holidays. Such option must be chosen at the time of the employee's appointment to the limited duration position.
 - (iii) Notwithstanding the above, a regular full or regular part-time incumbent, whose original appointment under subparagraph (i) above extends beyond six (6) months' duration, shall be offered the option at the six (6) month mark of obtaining benefits including vacation and statutory holidays.



Diana Forfar, CUPE 399



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ARTICLE 9 - SENIORITY

9.09 Job Sharing

The Employer and the Union agree that where a Regular Full-time employee wishes to share his/her full-time position, that such job sharing agreement be mutually agreed upon using the following principles PROVIDED HOWEVER, that it is not construed as altering the existing rights and/or obligations of either party under the collective agreement, except as specifically provided herein. Each job share arrangement shall be reviewed on a case by case basis.

(a) General

Where a Regular Full-Time employee occupying a Regular Full-Time position wishes to share his/her position with another employee and has received formal approval from the **Senior Manager Human Resources & Corporate Safety** or designate and the Union, the employee shall be entitled to do so. Employee participation in job sharing arrangements is voluntary.

(b) Definitions

The incumbent of the full-time position that is shared shall be called the **Sharer**. The employee who shares the position held by the incumbent shall be called the **Sharee**.

(c) Procedure

- (i) A Regular Full-Time Employee shall apply in writing to his/her Department Director or designate indicating the reason for the request and including the hours and days of the week the employee wishes to share. **Where employees work in Schedule B positions and wish to share the hours equally, they may work a shift of three and one half (3½) hours for this purpose.** A copy of this request shall be forwarded to the **Senior Manager Human Resources & Corporate Safety** or designate and the Union. The Sharee will be selected in accordance with Article 15 of the Collective Agreement.
- (ii) Where an employee's request is approved and results in an acceptable job sharing arrangement, the **Senior Manager Human Resources & Corporate Safety** or designate shall provide each affected employee with a letter covering the terms and conditions of the Job Sharing arrangement and signed by the Employer and Union.

- (iii) Under normal circumstances, the regular daily and weekly hours of the position shall remain unchanged as a result of the Job Sharing arrangement unless otherwise varied by the terms and conditions as provided in paragraph (i) above. The workload of the Sharer's position will not be increased nor will the Sharee's position be reduced as a result of the job sharing arrangement.
- (iv) Where an employee's request is denied, he or she may request a meeting with the Union, the Department Director and **Senior Manager Human Resources & Corporate Safety** or their designates to discuss the matter.

(d) Duration

- (i) A job sharing arrangement will be for a period of twelve (12) months. After nine (9) months, the arrangement will be reviewed. If the employees involved, the Department Head or designate and Union approve, the arrangement will be renewed. Otherwise, it will be cancelled.
- (ii) Subject to operational requirements, for the first twelve (12) months of a job sharing arrangement, the Sharee may be granted a leave of absence and have the right to return to his or her own job if the job sharing arrangement ends or the Sharer opts out of it.
- (iii) Job sharing arrangements will be reviewed in the ninth (9th) month of each successive twelve (12) month term. If the employees involved, the Department Head or designate and the Union approve, it shall be renewed. Otherwise it will be cancelled at the end of the twelve (12) month term.
- (iv) Sharees or Sharers may opt out of a job sharing arrangement at any time during the twelve (12) month term upon ninety (90) days written notice to their supervisor of their intention to do so.

If the Sharee leaves the position, it reverts to a full-time position held by the Sharer. The Sharer may request a new job sharing arrangement if he or she wishes.

If the Sharer leaves the position it reverts to full-time and is posted.

(e) Benefits

While participating in a job sharing arrangement, depending upon the number of hours they work per twelve (12) month period, the Sharer and Sharee will receive benefits or a percentage in lieu of benefits in accordance with Article 9.07 (b) or 9.07 (c).



Diana Forfar, CUPE 399



Sandra Caffrey, City of Prince George



Karen Welch, CUPE 1048

MARCH 22, 2024

Date

ARTICLE 10 – GRIEVANCE PROCEDURE

Grievance Procedure

A grievance is defined as any complaint or difference between the Parties arising from the interpretation, application, administration or alleged contravention of the Collective Agreement.

Step 1

The employee will bring the issue forward to his or her exempt supervisor within seven (7) working days of first becoming aware of the complaint or difference. The employee may be assisted by a Union representative. An informal discussion will take place and the exempt supervisor will provide a response within five (5) working days of the discussion.

Step 2

Grievances not resolved at Step 1 may be referred to the Central Grievance Committee. The Central Grievance Committee will be comprised of up to four (4) representatives of the Employer and two (2) representatives of each CUPE Local.

Each Party (Employer, CUPE 399, CUPE 1048) will choose a Central Grievance Committee Chairperson.

The Central Grievance Committee will meet once each month at a predetermined time.

Any Party wishing to advance a grievance to Step 2 will refer the issue in writing to the other Parties within seven (7) working days of receiving a Step 1 response. The written referral will contain enough detail so that the other Parties will know what issues(s) are involved in the complaint and what the referring Party seeks as redress. The referring Party will also state with whom and when the Step 1 meeting occurred.

The Central Grievance Committee will discuss all the grievances which were referred to it prior to the day of the meeting and attempt to resolve them. A written response to the grievances will be provided to the other Parties within ten (10) working days of the meeting.

If required, in addition to the regularly scheduled meetings, special meetings of all or part of the Central Grievance Committee may be held to follow up on outstanding issues.

Step 3

Grievances not resolved at Step 2 may be referred to the City Manager.

Any Party wishing to advance a grievance to Step 3 will refer the issue in writing within five (5) working days of receiving a Step 2 response.

A meeting with the City Manager will occur within ten (10) working days of the referral and a written response to the grievance will be provided within ten (10) working days of the conclusion of Step 3.



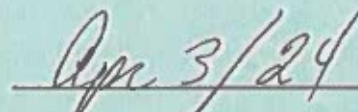
Diana Forfar, CUPE 399



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Date

ARTICLE 12 – DISCHARGE OR SUSPENSION

12.05 Right to Union Representation

Where a supervisor intends to interview an employee as part of an investigation which has the potential to lead to discipline of the employee, the supervisor shall provide advance notice to the employee of the purpose of the meeting, in order that the employee may contact the Union to arrange for a steward to be present.

There may be occasions where the Employer determines that advance notification to an employee may compromise an investigation. In such case, the Employer will contact the Lead Steward or other Union Executive member to request that a steward be made available for the date and time of the meeting.



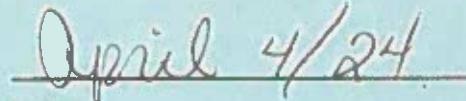
Diana Forfar, CUPE 399



Sandra Caffrey, City of Prince George



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Date

ARTICLE 13 - HOURS OF WORK


13.01 Work Week and Working Hours (Schedule "A")

Except as modified by Schedule "D", the normal work week shall be from Monday to Saturday inclusive and shall constitute forty (40) hours in five (5) consecutive days.

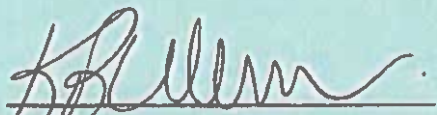
- (a) The normal working hours in a work week shall be nine (9) consecutive hours between the hours of 7:00 a.m. and 6:00 p.m. with one (1) hour off for lunch. The lunch break may be decreased to one-half (1/2) hour upon agreement of **the Employee and the Supervisor**. The hours of commencement of work shifts and lunch breaks shall be determined by the Operations Manager and continue for five (5) days. **Notwithstanding this section, the Parties recognize there are employee groups whose work is mobile in nature that do not observe a scheduled lunch break and have normal hours of eight (8) consecutive hours per day.**
- (b) By mutual agreement between the employee and the supervisor, start times to 5:00 a.m. may be scheduled for special maintenance and construction projects. Such agreement shall not be unreasonably withheld.
- (c) Other arrangements, **such as compressed work schedules or alternative shifts that meet operational needs within divisions or individual work groups**, may be made upon mutual agreement between the Union and the Employer.



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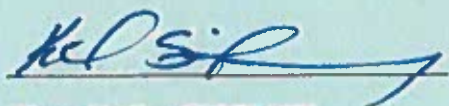
MARCH 22, 2024

Date

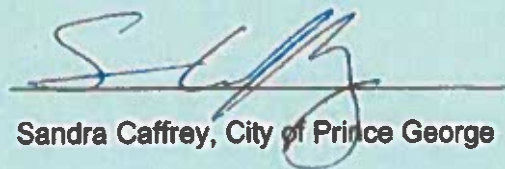
ARTICLE 13 - HOURS OF WORK

13.02 Work Week and Working Hours (Schedules "B" & "C")

- (a) Except as provided in Schedule "D" attached hereto, the regular hours of work for employees working a thirty-seven and one-half (37-1/2) hour work week shall be 8:30 a.m. to 5:00 p.m. including one (1) hour off for lunch, Monday to Friday inclusive and for employees working a forty (40) hour week shall be 8:00 a.m. to 5:00 p.m. including one (1) hour off for lunch. The lunch break may be reduced to one-half (1/2) hour upon agreement **between an employee and their supervisor.**
- (b) Other arrangements, **such as compressed work schedules or alternative shifts that meet operational needs within divisions or individual work groups,** may be made upon mutual agreement between the Union and the Employer.
- (c) The Employer agrees, in consultation with the Union, to post in appropriate places the working schedule of each department.



Diana Forfar, CUPE 399



Sandra Caffrey, City of Prince George



Karen Welch, CUPE 1048

MARCH 22, 2024

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ARTICLE 13 - HOURS OF WORK

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- (a) Except as provided in Schedule "D" attached hereto, the regular hours of work for employees working a thirty-seven and one-half (37-1/2) hour work week shall be 8:30 a.m. to 5:00 p.m. including one (1) hour off for lunch, Monday to Friday inclusive and for employees working a forty (40) hour week shall be 8:00 a.m. to 5:00 p.m. including one (1) hour off for lunch. The lunch break may be reduced to one-half (1/2) hour upon agreement **between an employee and their supervisor.**
- (b) Other arrangements, such as **compressed work schedules or alternative shifts that meet operational needs within divisions or individual work groups,** may be made upon mutual agreement between the Union and the Employer.
- (c) The Employer agrees, in consultation with the Union, to post in appropriate places the working schedule of each department. **Work schedules shall be made available to employees a minimum of one (1) week in advance of the new schedule.**



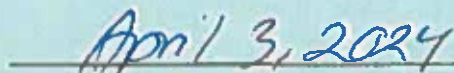
Diana Forfar, CUPE 399



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Date

13.09 **Seasonal Transitions in Civic Operations Positions**

The provisions below will govern the seasonal transitions between continuous and /or seasonal positions in Civic Operations.

(a) **Transition to Winter Position**

Where an afternoon or night shift is established for the purpose of transition into winter operations, placement of employees on those shifts shall be based on the following priority order:

- i. By order of seniority, **employees members** who express an interest, are not on lay-off, own a **position in the winter season position**, and based on operational requirements can be released from their **current home position**. **Employees Members** who express an interest shall be paid the rate for the position required.
- ii. If an insufficient number of ~~members~~ **employees** express an interest, ~~members~~ **they** will be appointed by reverse order of seniority within the group of employees who are not on layoff, own **positions in the winter season positions** in the classification required, and based on operational requirements can be released from their **current home position**. **Employees Members shall be paid the rate for the position required their winter seasonal rate** when appointed.

(b) **Transition to Summer Position**

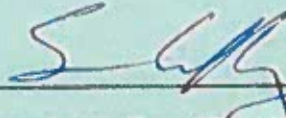
When the winter season ends, **employees members** shall return to their **summer home positions** based on the following priority order:

- i. By order of seniority **employees members** who express an interest to immediately return to their **summer home position** and based on operational requirements can be released from their ~~winter-season~~ **current position**. **Employees Members** shall be paid their **summer home position rate** starting at the time they return to ~~the their-home~~ **position**.
- ii. If an insufficient number of **employees members** express an interest, ~~they~~ **members** will return to their **summer home positions** by reverse order of seniority subject to qualifications, and operational requirements ~~within the member's home~~ **within their division**. **Employees Members** shall be paid the


rate of their summer home position rate starting at the time they return to the their home position.



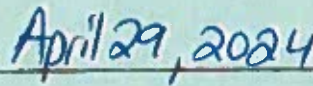
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Date

ARTICLE 14 - OVERTIME

14.12 Banked Overtime

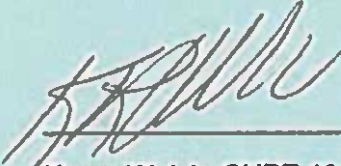
(c) Payroll will review employees' banked overtime as of the last day of the pay period in which October 31st falls. Employees' banked overtime in excess of twenty (20) working days will be paid in the following pay period.



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Date

ARTICLE 15 – PROMOTIONS AND STAFF VACANCIES

15.02 Selection

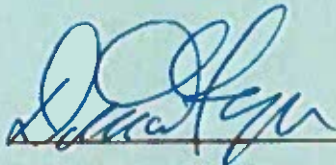
- (a) In all cases of promotion (except promotions to positions excluded from the Bargaining Unit) or in filling vacancies, lateral transfers or new positions created, the following factors will be considered:
 - (i) length of continuous service; and
 - (ii) qualification and ability to perform the work.

When the factors of qualifications and ability to perform the work are relatively equal, length of continuous service shall govern.

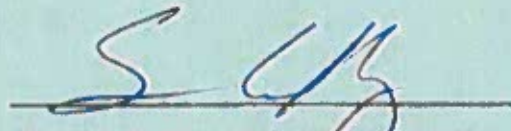
- (b) If there are no internal applicants who qualify for selection, the Employer may, at its option, without re-posting, choose to select an applicant with less than the required qualification provided that, where two (2) or more applicants are relatively equal in qualifications, preference shall be given to the senior.
- (c) If there are no internal applicants who qualify for selection, the Employer may, at its option, fill the vacancy by hiring outside the bargaining unit. Such outside hire will not have less qualifications than was required of internal applicants.
- (d) The employer will make every reasonable effort to finalize all selections within ten (10) working days of posting closure.
- (e) The successful and all internal applicants shall be advised of the appointment concurrently.
- (f) A successful applicant for any job posting may be held in their present job up to thirty (30) working days from date of selection. Upon assumption of the new job or after fifteen (15) working days from the date of selection, whichever shall first occur, the employee will receive the appropriate salary adjustment for their new job. The above time limits may be extended by mutual agreement.
- (g) ~~An employee selected to a position shall not be eligible to apply for another position within the same job classification for a one (1) year period. Employees accepted into positions in the same classification will not be subject to the trial period.~~

15.03 Trial Period

The successful applicant shall be placed on a trial period of up to three (3) calendar months or, in the case of part-time employees, (6) calendar months. Conditional on satisfactory service, such trial promotion shall become permanent at the Employer's discretion, so long as the trial period does not extend beyond three (3) calendar months or, in the case of part-time employees six (6) calendar months. If, for any reason, during the trial period the employee does not remain in the new position, the employee shall revert to his original position without loss of seniority. **An employee who successfully serves their trial period in a position, will not be subject to another trial period in the same position. The trial period may be extended by mutual agreement.**



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Sandra Caffrey, City of Prince George



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Date

16.02 Notice of Layoff

- (a) Where the period of layoff will be less than thirteen (13) weeks, unless any legislation is more favourable to the employees, the Employer shall provide written notification to full-time employees who are to be laid off, ten (10) working days prior to the effective date of the layoff ~~if employed by the month, unless the layoff is due to unforeseen circumstances, in which case, five (5) working days' notice will be provided. #employed-by-the-hour.~~

Where the period of layoff will exceed thirteen (13) weeks, the Employer shall not lay off an employee without giving the employee in writing at least two (2) weeks' notice where the employee has completed a period of employment of at least six (6) consecutive months, and after completion of a period of employment of three (3) consecutive years, one (1) additional weeks' notice, and for each subsequent completed year of employment, an additional weeks' notice, up to a maximum of eight (8) weeks' notice.

Where an employee's scheduled layoff date is extended, the employee shall receive one notice prior to the original scheduled lay-off date confirming their lay-off date has been extended and a second notice within five (5) working days of the final lay-off date confirming the final date of lay-off.

An employee who is recalled for short term employment of up to three (3) months shall receive five (5) days' notice of layoff.

Notwithstanding the above, notice shall not be required in the following circumstances:

- (i) the employee is discharged for just cause;
 - (ii) the employee is offered alternative employment with the City and has refused such employment.
- (b) The period of notice shall not coincide with the employee's annual vacation.
- (c) When the Employer lays off an employee he may, instead of notice required to be given under 16.02(a), pay the employee severance pay equal to the period of notice required. Payment under this clause does not relieve the Employer from making any other payment to which the employee is entitled under the Employment Standards Act or the Collective Agreement.
- (d) When a layoff exceeds twelve (12) months, the employee is deemed to be terminated.

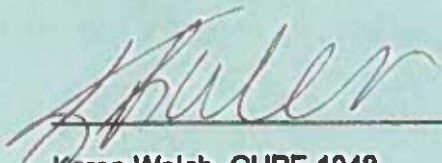
- (e) The employee shall notify the Employer ten (10) working days before terminating employment. ~~if employed by the month or five (5) working days if employed by the hour.~~
- (f) If more than three (3) days sick leave is requested during notice of layoff period, a Doctor's Certificate may be required.
- (f) The Employer may consider a request for voluntary layoff during times of staff reduction, provided it will not adversely affect the work schedule.



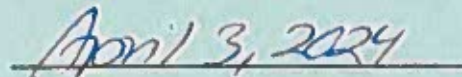
Diana Forfar, CUPE 399



Sandra Caffrey, City of Prince George



Karen Welch, CUPE 1048



Date

ARTICLE 19 - SICK LEAVE

19.04 Notification

Employees working in the ~~Community Services Department~~ Aquatics, Arenas, CN Centre & Entertainment Group and Prince George Conference & Civic Centre claiming sick leave shall notify their Divisional Manager, or Foreman or Supervisor a minimum of one (1) hour prior to the commencement of their shift on the day in which the sick leave is being claimed, except when not reasonably possible. All other Schedule "B" and "C" employees claiming sick leave shall notify the Employer not later than the time of commencement of their shift. Schedule "A" employees claiming sick leave shall notify their Foreman or Supervisor one (1) hour in advance of commencement of their shift. In the event the Foreman or Supervisor cannot be contacted, a message shall be placed on the Service Centre number, (250) 561-7600, indicating the employee's name, division, reason for request and time of notification. Schedule "A", "B" and "C" employees must call in on each working day of their illness unless their date of return to work is previously known and they have advised their supervisor.



Diana Forfar, CUPE 399



Sandra Caffrey, City of Prince George



Karen Welch, CUPE 1048

May 7/24

Date

ARTICLE 19 – SICK LEAVE

19.12 Return to Work Processes

Where an employee is recovering from illness or injury, the employer will explore whether an early return to work in their own position is possible if the duties or hours are modified to suit their restrictions and limitations.

If the employee is unable to perform their own position in a modified way, the employer will explore whether it can provide transitional duties through their recovery period that they can perform. Such transitional duties will be surplus to operations, meaning that another employee would not otherwise be appointed to perform the work. If transitional duties are contemplated where the employee would be filling a need that is not surplus to operations, the Union will be consulted about the assignment.


Where an employee's recovery is such that they will face permanent restrictions and limitations preventing them from performing their own duties, even in a modified way, the Employer will consult with the applicable Union about the accommodation process.



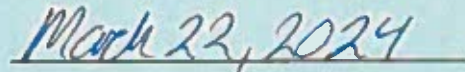
Diana Forfar, CUPE 399



Sandra Caffrey, City of Prince George



Karen Welch, CUPE 1048



Date

LETTER OF UNDERSTANDING

Between:

THE CITY OF PRINCE GEORGE

And:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCALS #399 and #1048**

Re: Contingency List Positions

1. The Contingency List concept will be applied to the following positions:
 - a) Labourer
 - b) Auxiliary Lifeguards
 - c) Lifeguard Instructor 1's
 - d) Office Assistant 1 (Casual)
 - e) RCMP Floaters (Casual)
 - f) Cleaner (Casual)
 - g) Jail Guard (Casual)
2. The Employer may post any of the above positions for the purpose of developing a contingency list of pre-selected qualified candidates to fill existing or future vacancies in the position.
3. Candidates who are selected for the contingency list may be directly appointed to a vacancy for the position.
4. Prior to any new employee being appointed to a vacancy in a position from a contingency list where there is an open posting, the Employer will first review the applicant list to determine if there are any further internal applicants since candidates were last selected from the posting. This provision will not apply if a candidate on the contingency list has already been offered an appointment for Jail Guard or RCMP Floater and is awaiting a security clearance required for their appointment.

5. If there are further internal applicants in an open posting who qualify for selection, the Employer will invite the applicants to undergo the selection process for the contingency list (testing, interview, etc.). The Employer may select an internal candidate for placement on the contingency list without testing or an interview if it deems the process to be unnecessary due to the candidate's prior experience with the Employer.
6. Appointments from the contingency list to a vacancy will be based on the criteria in Article 15.02 of the Collective Agreement.
7. The Employer shall provide a quarterly report of the employees employed in each of the positions in paragraph one (1) above. This information will be shared and discussed at the Labour Management meetings.
8. This Letter of Understanding may be terminated by either Party providing thirty (30) calendar days' written notice to the other Party of its intention to do so. During the notice period, the Parties commit to meeting to identify and seek resolution of any issues giving rise to the notice to withdraw from the Letter of Understanding.



Diana Forfar, CUPE 399



Sandra Caffrey, City of Prince George



Karen Welch, CUPE 1048

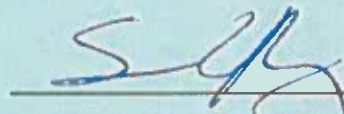
May 22, 2024

Date

19.	Watch Clerks	<ul style="list-style-type: none"> - Four (4) shifts consisting of twelve (12) consecutive hours per day covering twenty-four (24) hour period, Monday to Sunday, followed by four (4) shifts off. - OR - Nine (9) consecutive hours per day between 7:00a.m. and 4:00 p.m., Monday to Friday. - OR - Nine (9) consecutive hours per day between 4:00p.m. and 1:00 a.m., Tuesday to Saturday. - OR - Nine (9) consecutive hours per day between 9:00a.m. and 6:00 p.m., Monday to Friday when no afternoon shift coverage scheduled. - Nine consecutive hours per day between 6:00 a.m. and 1:00 a.m., Monday to Saturday. Saturday shifts will not be scheduled beyond 6:00 p.m.
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 Diana Forfar, CUPE 399



 Sandra Caffrey, City of Prince George



 Karen Welch, CUPE 1048

June 21, 2024

 Date

LETTER OF UNDERSTANDING

BETWEEN:

City Of Prince George
(hereinafter referred to as the "Employer")

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCALS #399 & #1048
(hereinafter referred to as the "Union")

RE: HOURS OF WORK

The following will apply to:

- 1) GIS Technologist Analyst *D.F.*
- 2) GIS Technologist
- 3) Application Support Specialist
- 4) Program Analysts

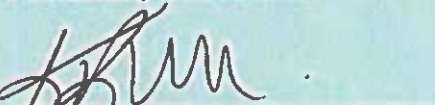
The City of Prince George and the Union agree, through this Letter of Understanding, to expand the hours of operation between 6:00 am and 5:00 pm when mutually agreed upon by the employee and their Department Supervisor.

Either party may end this Letter of Understanding with thirty (30) days' notice to the other party.

For the Union:



Diana Forfar
President, CUPE 399



Karen Welch
President, CUPE 1048

For the Employer:



Sandra Caffrey
City of Prince George

June 21, 2024
Date

**TERMS OF REFERENCE
BETWEEN THE CITY OF PRINCE GEORGE
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCALS #399 AND #1048
ON MAINTAINING
JOINT HEALTH AND SAFETY COMMITTEES**

1. Introduction and Functions

The mandate of the Joint Health & Safety Committees and its members is to positively impact the health and safety for workers at the City of Prince George. At the locations below, Joint Health and Safety Committees shall meet monthly to fulfil regulated requirements specific to the area represented. The Committees shall participate in inspections, investigations, risk assessments, procedure review and trend analysis in order to make recommendations to prevent injuries. They will also create and distribute minutes to the employer and union representatives.

Joint committee representatives may meet with appropriate managers or supervisors to review implementation plans for the recommendations.

2. Membership on Committees

There shall be four (4) Committees:

RCMP	2 employer representatives, 2 worker representatives
City Hall	2 employer representatives, 4 worker representatives
City Yard Civic Operations	4 employer representatives, 8 worker representatives
Community Services & Public Safety Civic Facilities & Events	2 employer representatives, 5 worker representatives

The Committee composition is based on current organizational structure and may be adjusted by mutual agreement of the Parties. Each Party will appoint alternates to the Committees who attend meetings in the absence of a regular member. **Worker Representatives will be chosen in accordance with a procedure established by CUPE. Employer Representatives will be appointed by the City.**

Each Committee will have a Senior Leadership Team Sponsor ("Committee Sponsor"), who may attend Joint Committee meetings but is not considered a regular member.

A list of Committee members and the alternates shall be posted on area Safety Boards as well as on the City's Intranet site.

3. Attendance at Meetings

Both Parties agree that attendance at meetings is of paramount importance and members should make every effort to attend or have an alternate attend in their place. Release from duty to attend Safety Committee meetings will not be unreasonably withheld.

4. Terms of Office

Committee members are recommended to participate for a period of at least two (2) years. Changes in office should occur yearly to provide overlap between new and experienced members. Committee members are not limited to a single term. This will ensure that fully trained and experienced committee members are available at all times. ~~Worker Representatives will be chosen in accordance with a procedure established by CUPE. Employer Representatives will be appointed by the City.~~

5. Co-Chairs

- a) Each committee will elect two (2) Co-Chairs from its membership; one (1) selected from the worker representatives, and one (1) from the employer representatives. The election of these individuals will be notified to both the City and the Union.
- b) The Co-chairs will:
- Rotate chairing the meetings;
 - Prepare the agendas and approve meeting minutes;
 - Review previous meeting minutes and material prior to meetings;
 - Arrange for meeting places;
 - Notify members of meetings;
 - Forward copies of meeting minutes to the Committee members, Managers within the Committee's Department, the Health & Safety Division, and the Union;
 - Invite resource people as approved by the Committee;
 - Prepare recommendations and forward to the employer for a response.
 - Guide discussion towards a decision or an action plan and assign responsibility; and
 - Ensure Management and Union Presidents are informed of any outstanding, recurring or severe issues.

6. Records

Joint Committees will keep accurate records of all matters that come before it. The most recent three (3) meeting minutes shall be posted to local Bulletin Boards, and the minutes retained electronically.

Where informal Divisional committees exist, minutes of those meetings will be forwarded to the area Joint Committee in a timely manner.

7. Meetings

Committees will meet on a monthly basis and special meetings may be arranged if required.

A quorum shall consist of fifty percent (50%) plus one (1) of the members. Employer representatives cannot outnumber worker representatives. **Both Parties will make every effort to achieve quorum. In the event that quorum cannot be achieved on the arranged date, the Committee will hold the meeting to discuss the business at hand but formal voting cannot proceed beyond the meeting agenda and previous minutes. Co-chairs will notify both the CUPE Presidents and the Manager, Health and Safety, within two (2) working days if quorum is not achieved.**

A member of a Joint Committee is entitled to perform the functions and duties of the committee including preparing for and attending meetings of the committee, without loss of pay.

8. Agendas and Minutes

A standard format for agendas & minutes will be implemented for use by all Joint Health & Safety Committees.

An agenda will be prepared by the co-chairs and distributed to the members one week prior to the meeting.

Minutes of the meeting will be prepared within five (5) working days after the meeting and distributed to the committee members, alternate members and Union Presidents. The Health & Safety Division will ensure that minutes are distributed appropriately for posting on Health & Safety noticeboards in relevant areas.

9. Issue Resolution

Co-Chairs must generate a Recommendation form when an issue cannot be resolved by a Joint Committee, or when an action requires support from upper management.

Management is obligated to respond, in writing, within twenty-one (21) days.

The Recommendation form and Management response shall be forwarded to the CUPE Presidents by the Worker Representative Co-Chair.

When a Joint Committee is unsatisfied with the outcome of a Recommendation, the Co-Chairs and the Committee Sponsor shall bring the issue before the Directors' Safety Steering Group for debate and resolution. The Union Presidents will be invited to attend to participate in the discussion.

When a resolution has still not been reached, the Co-Chairs, together with the Manager, Health & Safety, shall bring the issue to WorkSafeBC for input and a resolution.

Employer Obligations to Committees

1. Educational Leave

New members are required to attend new member training within six (6) months of appointment to a committee. This is a legal requirement. This course is in addition to the annual training day allocated to each representative, but is only for the first year of membership on a Committee.

Each member of a Joint Committee is entitled to a paid annual safety related educational leave of eight (8) hours, and one member may designate another member to utilize all or part their leave. The employer will offer courses throughout the year, hosted internally or by WorkSafeBC BC, the BCMSA, BC Federation of Labour, or other provider if agreeable to the Committee Co-Chairs.

2. Other Obligations

The employer must provide the Joint Committee with:

- Clerical support; and
- Equipment necessary for carrying out the committee's duties.

Terms of Reference Amendment

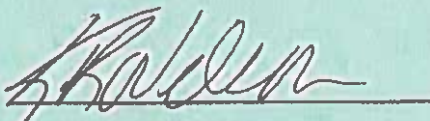
These terms of reference may be amended by mutual agreement of the Employer and the Union.



Diana Forfar, CUPE 399



Sandra Caffrey, City of Prince George



Karen Welch, CUPE 1048

May 22, 2024

Date

LETTER OF UNDERSTANDING

Between

THE CITY OF PRINCE GEORGE

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCALS #399 AND #1048

RE: USE OF TECHNOLOGY AND EMPLOYEE PRIVACY

The Employer may adopt technologies that record information about its assets for safety, security, operational or any other reasonable business purpose. Such technology will not be used for the purpose of monitoring employees.

The Employer may access information recorded by these technologies as part of an investigation into a matter as permitted by law and any policies in effect which govern the workplace.



Diana Forfar, CUPE 399



Sandra Caffrey, City of Prince George



Karen Welch, CUPE 1048

May 22, 2024

Date

LETTER OF UNDERSTANDING

Between

THE CITY OF PRINCE GEORGE

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCALS #399 AND #1048

SEASONAL POSITIONS

WHEREAS many of the positions listed in Schedule "A" of the Collective Agreement are subject to normal seasonal variation and the Parties are desirous of fostering continuous, year-round employment;


THEREFORE the Parties agree as follows:

- a. The terms of this Letter of Understanding shall apply only to positions in Schedule "A" of the Collective Agreement.
- b. Where a position in Schedule "A" is subject to normal seasonal variation (seasonal position), that fact will be noted on any posting for a vacancy in that position.
- c. Candidates for a posting will be entitled to hold rights to up to two positions if:
 - i. one position is a continuous position and the other position is a seasonal position; or
 - ii. both positions are seasonal positions but in opposing seasons (e.g. winter vs. summer).
- d. An employee who relinquishes a seasonal position to return to a continuous position, may be held in the seasonal position until the end of the season.
- e. Employees holding continuous positions in the following classifications are not eligible to also hold seasonal positions:
 - i. all Certified Trades positions;
 - ii. Foreman;
 - iii. Cemetery Caretaker, and
 - iv. Any other position agreed to by the Parties.

- f. The following classifications have restrictions in their ability to hold a continuous and seasonal position:
- i. Continuous Irrigation Technicians may not hold a summer seasonal position. ~~(with the exception of seasonal Foreman in Parks);~~
 - ii. Utility Serviceperson or Utility Serviceperson-in-Training may not hold a summer seasonal position. In addition to the employees specified in paragraph (h), a maximum of two (2) continuous Utility Serviceperson or Utility Serviceperson-in-Training may hold a winter seasonal position.
- g. No employee shall be restricted by this Letter of Understanding from occupying a seasonal Foreman Position, with the exception of employees holding a continuous Foreman position.
- h. The bumping provisions of Article 16.01 of the Collective Agreement shall apply to employees who are displaced from seasonal positions; however the finishing of work at the end of a season is not deemed to be a displacement (lay-off) for that purpose. Permanent full-time employees who do not have another position in the off season will qualify for recall rights under Article 16.01(b).
- i. CUPE Local 399 members who, at the signing of the 2017 Collective Agreement, hold both a seasonal position and a continuous position that would not otherwise be eligible under paragraphs e and f of this agreement, will continue to hold rights to their existing positions. New appointments will be subject to the terms of this agreement.



Diana Forfar, CUPE 399



Sandra Caffrey, City of Prince George



Karen Welch, CUPE 1048



Date

Tyler: Green sheet

LETTER OF UNDERSTANDING

Between

CITY OF PRINCE GEORGE

And

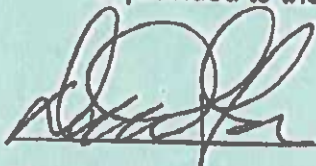
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCALS #399 AND #1048

FLEX TIME CONCEPT

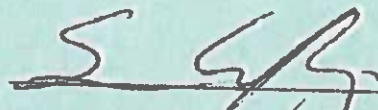
During the term of the Collective Agreement, the Parties agree that voluntary flex time arrangements may be implemented in individual department/division/work groups by mutual agreement between the employees and the exempt supervisor on the following terms:

1. A flex time agreement is an arrangement that allows employees to work additional time to be banked and taken as paid time off at a future, and mutually agreeable, time.
2. Flex schedules shall be approved on an individual basis by the Manager or his/her designate, and in approving flexible hours and flex days off, the number one priority will be adequate coverage to maintain good service to our customers.
3. There shall be no additional cost to the employer as a result of a flex time agreement.
4. Rest periods as per Article 13.04 and 13.05 shall be maintained;
5. Flex time worked and taken off must be entered into the payroll system.
6. Either a minimum of one-half (1/2) hour to a maximum of one (1) additional hour per day may be worked, in half-hour (1/2) increments, and banked as flex time.
7. Additional time worked must be an extension of the regular working hours and may be worked during the usual lunch break, provided a minimum of one-half (1/2) hour break is maintained.
8. When a choice is available about when to work flex time (either immediately before or immediately after the regular hours of work, or during the lunch break), those choices shall be offered to eligible employees in order of seniority.
9. In order to bank flex time, employees must actually work all of the regular hours of work that day.
10. Flex time is not to be used to replace overtime.

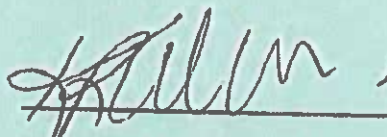
11. Flex time agreements shall permit an employee to bank a maximum of twenty-four (24) hours of flex time at any one time.
12. Requests for flex time leave must be made within sixty (60) days of the leave requested. Flex time leave requests made greater than sixty (60) days prior to the leave day(s) will not be approved. Vacation requests for the same time period are given priority over requests for flex time leave.
13. Employees who have flex time banked and transfer to a department/division/work group without a flex time agreement shall maintain their flex bank and be permitted to schedule flex time off at a mutually agreeable time.
14. Flex time banked will be paid out upon termination of employment but will not be paid out under any other circumstances.
15. Divisional flex time agreements will be recorded in writing specifying the number of hours employees subject to the flex agreement may bank in a single day, committing to compliance with the terms of this letter of understanding and providing a cancellation period of thirty (30) days.
16. A copy of the flex time agreement and any subsequent notice of cancellation, will be provided to the Union President.



Diana Forfar, CUPE 399



Sandra Caffrey, City of Prince George



Karen Welch, CUPE 1048

April 29/2024

Date

LETTER OF UNDERSTANDING

Between

THE CITY OF PRINCE GEORGE

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCALS #399 AND #1048

RECRUITMENT & SELECTION TRAINING

The Parties are supportive of fostering a greater understanding of the City's recruitment and selection processes, and in assisting employees to be prepared for the competition process when they apply for different positions.

Further to that aim, the City will develop recruitment and selection education materials and make them available to employees by either eLearning, online or through in-person training. The education materials will include the following information:

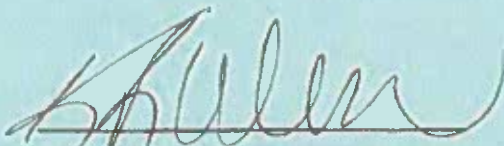
- An outline of the typical steps involved in the competition process;
- How to use the City's online application system;
- How to prepare a resume and covering letter;
- How job descriptions inform the recruiting process;
- How to understand a job description in order to determine the skill sets required for success in a particular role;
- How to prepare for an interview.



Diana Forfar, CUPE 399



Sandra Caffrey, City of Prince George



Karen Welch, CUPE 1048

April 4, 2024

Date

LETTER OF UNDERSTANDING

Between

THE CITY OF PRINCE GEORGE

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCALS #399 AND #1048

SCHEDULE D

Where the Employer feels that there is a bona fide need to add a Classification or Position to Schedule "D" so that normal or regular hours for that Classification/Position may be different than those described in Article 13.01 or 13.02, or to adjust the hours of work for a Classification/Position currently listed in Schedule "D", the following procedures shall be followed:

New or Vacant Positions

1. When agreements to alter hours cannot be reached under Article 13.01 or 13.02 and where the Employer intends to alter the regular hours of work for a position which is new or vacant, it will provide the Union with twenty (20) days prior notice of the proposed hours of work for the position(s) along with its reasons for such changes. Bona fide reasons shall include the need to significantly improve service, costs or efficiencies. The Employer will provide details of what the improvements are anticipated to be. This notice period may be waived by mutual consent. Consent will be granted in emergency situations where a local state of emergency has been declared.
2. The Union will have an opportunity to meet with the Employer to make representations with respect to the alteration in hours of work.
3. The Union will not unreasonably withhold consent to an alteration to the regular hours of work. If the Union does withhold consent, it shall provide its reasons for doing so to the Employer.
4. Where there is no mutual agreement to an alteration to the regular hours of work, the matter shall be referred to an Hours of Work Umpire who shall convene a hearing within fourteen (14) business days of the referral.
5. The Employer may proceed to fill the vacancy and the proposed regular hours of work will be noted on any posting for that vacancy. Should the matter not be resolved before the Employer is ready to appoint a candidate to the position, the candidate may commence work under the proposed regular hours of work.

6. The Hours of Work Umpire will first assist the parties to reach mutual agreement regarding the hours of work for the position(s). Should the Parties fail to reach agreement, the Umpire will evaluate the rationale of both Parties to render his decision. The Umpire's decision will be in writing and will be binding on the Parties but shall not be precedent setting.
7. A decision of an Hours of Work Umpire to reject the proposed amendment to the regular hours of work shall be retroactive such that overtime premiums will be paid to employees who worked the shift during the interim period.

Existing Positions with Incumbents

8. When agreements to alter hours cannot be reached under Article 13.01 or 13.02 and where the Employer intends to alter the regular hours of work for a position with an existing incumbent, it will provide the Union and the affected employee(s) with twenty (20) days prior notice of the proposed hours of work for the position(s) along with its reasons for such changes. Bona fide reasons shall include the need to significantly improve service, costs or efficiencies. The Employer will provide details of what the improvements are anticipated to be.
9. The Union will have an opportunity to meet with the Employer to make representations with respect to the alteration in hours of work.
10. Within thirty (30) calendar days of being notified, the Union shall inform the Employer of its decision to agree or not to agree to such changes. When making its decision, the Union will consider the bona fide impact that such change may have on the affected members' personal and family needs. Agreement to such change will not be unreasonably withheld by the Union.
11. Where there is no mutual agreement to an alteration to the regular hours of work, the matter shall be referred to an Hours of Work Umpire who shall convene a hearing within fourteen (14) business days of the referral.
12. The Umpire will first assist the parties to reach mutual agreement regarding the hours of work for the position(s). Should the Parties fail to reach agreement, the Umpire will evaluate the rationale of both Parties to render his decision. The Umpire's decision will be in writing and will be binding on the Parties but shall not be precedent setting.
13. Where there is a dispute between the Parties, the affected employee(s) shall not commence the altered hours of work until the Umpire has rendered his/her decision.
14. Employees who are affected by an hours of work change under this Letter of Understanding shall be offered the amended work shifts on the basis of seniority (high to low) provided they are qualified to perform the work. In the event that the Union agrees with, or an Umpire rules in favour of the proposed changes, and there are insufficient employees who agree to accept the work shifts, the Employer


shall assign the work in reverse order of seniority (low to high) to employees who are qualified to perform the work.

Umpires

15. The Umpire shall be selected from the following mutually agreed upon list on a rotational basis. Should an Umpire not be available within the specified timeframe, the next name on the list shall be selected.

- i. **Mark Brown**
- ii. **James Dorsey**
- iii. **John Hall**
- iv. **Amanda Rogers**

The Parties will share in equal portions the fees and costs of the Umpire.



Diana Forfar, CUPE 399



Sandra Caffrey, City of Prince George



Karen Welch, CUPE 1048

March 22, 2024

Date

LETTER OF UNDERSTANDING

Between:

THE CITY OF PRINCE GEORGE

And:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 399

(Re: Winter Seasonal Postings in Roads Operations)

Whereas there are frequently multiple vacancies for winter seasonal positions in Roads Operations at the beginning of the winter season; and,

Whereas the movement of staff internally to fill the vacancies creates further vacancies which also must be filled; and,

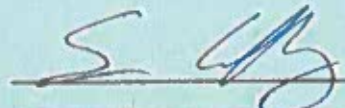
Whereas it is desirable to fill the vacancies early in the season so that the workforce is trained and capable of meeting operational demands safely and efficiently and posting every subsequent vacancy that arises from original postings significantly delays the process;

Therefore the Parties agree as follows:

1. The Employer will post all winter seasonal equipment (including trucks) positions prior to the commencement of the winter season whether there is a vacancy in the position or not;
2. Each posting will include the name of the position and shift that it will be assigned as well as the number of vacancies that exist at the time of posting;
3. The postings will be valid for the number of vacancies that existed at the time of the posting and any subsequent vacancies that arise in the posted positions for a period of ninety (90) calendar days from the closing date of the posting.
4. This agreement may be cancelled by either Party with thirty days' written notice to the other Party of its intention to do so.



Diana Forfar, CUPE 399



Sandra Caffrey, City of Prince George



Karen Welch, CUPE 1048

March 22, 2024

Date