

**AGREEMENT**

**BETWEEN**

**THE CORPORATION OF THE  
VILLAGE OF CUMBERLAND**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 556**

**JANUARY 1, 2021**

**TO**

**DECEMBER 31, 2024**

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THIS AGREEMENT made and entered into this 22nd day of July, 2021

BETWEEN:

THE CORPORATION OF  
THE VILLAGE OF CUMBERLAND

(hereinafter called the "Employer")

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 556

(hereinafter called the "Union")

It is the purpose of both parties to this Agreement to maintain and improve harmonious relations and settled conditions of employment between the Corporation and the Union.

To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.

To encourage efficiency in operations.

To promote the morale, well-being and security of all employees in the bargaining unit of the Union.

## **ARTICLE 1 - DEFINITIONS**

### 1.01 Permanent Employees

Permanent Employees are workers who have completed a probationary period as per the provisions of Article 1.05 and may be employed in a Full-Time or Part-Time position.

#### a) Full-Time Employee

A Full-Time employee is an employee who works full-time hours, pursuant to Article 18, in a posted position.

#### b) Part-Time Employee

A Part-Time employee is an employee who works less than full-time hours, pursuant to Article 18, in a posted position.

i) In the event that a part-time employee in any classification works full-time hours for a six (6) month period, the Employer shall post a full-time position.

ii) The Employer agrees that a part-time employee's hours shall not be decreased specifically to avoid implementation of the above provision.

### 1.02 Temporary Employee

A Temporary Employee shall mean an employee who is employed for a period of up to one year unless the temporary employment is for coverage of a leave under Article 23.05 Pregnancy and Parental Leave or Article 27.06 Long-Term Leave. In these two (2) situations, the Temporary Employee may be employed for as long as the approved leave under either Article. Temporary employees shall not be used to avoid filling permanent positions.

### 1.03 Casual Employee

Is an employee who:

a) is employed to relieve an existing employee on a short-term absence such as, but not limited to, vacation or sick leave.

b) is employed on a special project.

#### 1.04 Student Employee

The Employer may continue to hire students.

- a) A student is an employee who is employed during the summer or as part of a work term while attending school. The student must be returning to school at the end of the term of employment.
- b) The Student employee shall receive appropriate training, safety equipment and clothing.
- c) No Student employee shall be hired or work if any permanent employee is on layoff or experiencing a reduction in hours of work.

Students employed as part of a Work Term (CO-OP Students) while attending school will have varying duties as required by their specific area of study. The Employer shall notify the Union in advance of the hiring of these CO-OP Students and the areas they will work in, the expected length of term of employment, the employee designated as their Supervisor and any employees expected to participate directly in training or mentoring the CO-OP Student.

#### NOTE:

In accordance with Article 26.01, the Employer shall provide a written Job Description for the "Summer Student" position at least two (2) months prior to the hiring of any Summer Student.

#### 1.05 Probationary Employee

- a) A Permanent Full-Time employee shall have probationary status during the first continuous three (3) months of employment.
- b) A Permanent Part-Time, Temporary, or Casual employee working in a thirty-five (35) hour per week position shall have probationary status during the first four hundred and twenty (420) actual hours worked.
- c) A Permanent Part-Time, Temporary or Casual employee working in a thirty-seven and one-half (37-1/2) hour per week position shall have probationary status during the first four hundred and fifty (450) actual hours worked.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

### 2.01 Management Rights

The management and the operation of and the direction and promotion of the working forces are vested with the Corporation's management staff, subject to the terms of this Collective Agreement.

## **ARTICLE 3 - RECOGNITION AND NEGOTIATIONS**

### 3.01 Bargaining Unit

The Corporation recognizes the Canadian Union of Public Employees and its Local 556 as the sole and exclusive collective bargaining agency for all of its employees save and except those as excluded by the Labour Relations Code, and hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

The Employer will provide to the Union, upon request, annually in February, the names, addresses, home e-mail addresses (if available) and telephone numbers of bargaining unit employees.

### 3.02 Work of the Bargaining Unit

Persons whose positions are not in the bargaining unit shall not perform any jobs which are included in the bargaining unit, except in cases mutually agreed upon in writing by the parties or in emergencies when regular employees are not available. The Manager of Recreation may perform work if Union members are not qualified or are not available.

### 3.03 No Other Agreements

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

## **ARTICLE 4 - NO DISCRIMINATION**

### 4.01 No Discrimination

There shall be no discrimination or coercion by the Employer or by the Union against any employee because of the employee's Union or non-Union affiliations or with other Unions or against any employee because of their activity or lack of activity in Union affairs, or because of race, creed, colour, nationality, gender or religion. Unless otherwise herein specifically provided, Union activities shall not be pursued during working hours. The parties agree to adhere to the *Human Rights Act of British Columbia*.

### 4.02 Harassment/Bullying

- a) The parties recognize the right of all employees to work in an environment free from harassment/bullying. Any complaint alleging harassment/bullying shall be dealt with in the Grievance Procedure and will commence at Step 2 as outlined in Article 12, unless Article 4.03 is utilized.
- b) Sexual harassment shall be defined as sexually oriented practice that undermines an employee's health or job performance, or endangers an employee's employment status or potential. All personnel have the right to work without sexual harassment. Any complaint alleging sexual harassment will be dealt with in the Grievance Procedure and will commence at Step 2 as outlined in Article 12, unless Article 4.03 is utilized.

### 4.03 Alternative Resolution

A grievance alleging harassment/bullying may be put on hold by the Union if there is agreement to attempt to resolve the matter through another method. If the Alternative Resolution procedure is not successful in resolving the issue to the satisfaction of the employee and the Union, the Grievance Procedure may be initiated. Time-lines shall be held in abeyance during the time the parties are using the Alternative Resolution procedure.

## **ARTICLE 5 - UNION SECURITY**

### 5.01 All Employees to be Members

- a) All present employees covered by the terms of this Agreement shall, as a condition of continued employment, forthwith become and remain members of the Union with the exception of those as excluded by the Labour Relations Code.
- b) All new employees covered by the terms of this Agreement shall, within thirty (30) calendar days of their employment, as a condition of continued employment become and remain members of the Union.
- c) In the event that an employee fails to comply with the provisions of Article 5, the Employer shall forthwith terminate their employment.

## **ARTICLE 6 - CHECK-OFF OF UNION DUES**

### 6.01 Check-Off

The Employer agrees to deduct the Union dues and initiation fees as established from time to time by the Union from the pay cheques of each Union member. This deduction to be paid to the Treasurer of the Union by the Employer as Union dues no later than the tenth (10<sup>th</sup>) day of the month following the deduction accompanied by a list of names, and number of hours worked by each employee from whose wages the deduction has been made.

## **ARTICLE 7 - THE EMPLOYER & UNION SHALL ACQUAINT NEW EMPLOYEES**

### 7.01 New Employees

- a) The Employer agrees to acquaint new employees with the fact that an Agreement between the parties is in effect and with the conditions of employment set out in the Articles dealing with the Union security and deduction of Union dues.
- b) The Union shall have an opportunity to meet new members for up to thirty (30) minutes to do a group Union orientation, on a monthly basis.



## 7.02 Copies of Agreement

New employees shall be presented with a copy of the Agreement by the Employer on commencement of employment.

## **ARTICLE 8 - CORRESPONDENCE**

### 8.01 Correspondence

Any notice required to be given to the Employer under the terms of this Agreement shall be given by email. Any notice to be given to the Union under the terms of this Agreement shall be given by email to the Vice-President of the Union, (Cumberland Unit), in the said Corporation of the Village of Cumberland and to CUPE Local 556.

## **ARTICLE 9 - LABOUR-MANAGEMENT COMMITTEE**

### 9.01 Establishment of Committee

The Union and the Employer shall provide the names of their three (3) Labour-Management Committee members to each other in January of each year. The agenda shall be prepared one (1) week in advance of the meeting.

### 9.02 Function of the Committee

The Committee shall concern itself with the following general matters:

- a) Considering suggestions to improve working relations between the Corporation and its employees.
- b) Improving services within the Municipality.
- c) Reviewing current operating practices and recommending methods that will improve the efficiency of the operation to the benefit of both the employees and the Employer.
- d) All matters pertaining to performance of work, operational problems, rates of pay, hours of work, and other working conditions, shall be referred by the Union Labour-Management Committee to the Employer for discussion and settlement.

### 9.03 Meetings of Committee

The Committee shall meet at least once every two (2) months or as required.

### 9.04 Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining. The Committee shall not supersede the activities of any other Committee of the Union or the Employer. The Committee will make recommendations to the Union and to the Employer prior to implementation.

### 9.05 Minutes of Meeting

All meetings will work from an established agenda. The meetings will be Chaired by representatives of the Union and the Employer on a rotating basis. The Chairperson will be responsible for the generation and distribution of the minutes.

## **ARTICLE 10 - BARGAINING COMMITTEE**

### 10.01 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed at the time of collective bargaining and consist of not more than three (3) members of the Union. The Union will advise the Employer of the Union members on the Committee.

### 10.02 Function of Bargaining Committee

All matters pertaining to collective bargaining shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement.

### 10.03 Representative of CUPE

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer.

#### 10.04 Meeting of Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than five (5) working days after the request has been received in written form.

#### 10.05 Time Off for Meeting

Any representative of the Union or the Bargaining Committee, who is in the employ of the Corporation, shall have the right to attend meetings without loss of remuneration.

### **ARTICLE 11 - RESOLUTIONS AND REPORTS OF THE CORPORATION**

11.01 Reports or recommendations dealing with matters of policy and/or conditions of employment which affect employees within the bargaining unit shall be forwarded to the Union in sufficient time to allow the Union a reasonable opportunity to consider them, and, if deemed necessary, to speak to them before a decision is taken by the Employer.

### **ARTICLE 12 - GRIEVANCE PROCEDURE**

#### 12.01 Settling of Grievances

In the event that any difference arises from the interpretation, application, operation or any alleged violation of this Agreement, including any question as to whether any matter is arbitrable, such questions or differences shall be finally and conclusively settled without stoppage of work. Grievances arising from the dismissal, discipline, suspension, layoff or recall of an employee shall be submitted at Step 2 of the grievance procedure. Grievances shall be settled in the following manner:

##### Step One

The employee and the employee's exempt supervisor or delegate shall endeavour to settle the difference within ten (10) working days of such difference or grievance arising. The employee may request a Shop Steward attend the meeting, in which case, the Union shall notify the Employer.

### Step Two

In the event an agreement is not reached at Step One, the employee shall, within ten (10) working days from the discussion at Step One, have the right to refer the matter to a representative of the Union who shall meet with the Chief Administrative Officer or his/her designate and endeavour to settle the dispute.

### Step Three

Should the foregoing process fail to settle the difference conclusively within ten (10) working days of the last meeting held at Step Two or within such longer time as the parties agree to, then it shall be submitted to arbitration pursuant to Article 13.

#### 12.02 Extension of Time Limits

The Union and the Employer may, by mutual agreement expressed in writing, extend the time limits mentioned above, or hold a grievance in abeyance, provided such extension is requested prior to the expiry of the time allowed in Article 12.01.

## **ARTICLE 13 - ARBITRATION**

#### 13.01 Composition of Board of Arbitration

- a) The party desiring Arbitration shall appoint a member for the Board and shall notify the other party in writing of its appointment and particulars of the matter in dispute.
- b) The party receiving the notice shall, within five (5) working days thereafter, appoint a member for the Board and notify the other party of its appointment.
- c) The two (2) Arbitrators so appointed shall confer to select a third person to be Chairperson and failing for three (3) working days from the appointment of the second of them to agree upon a person willing to act, either of them may apply to the Minister of Labour to appoint such a third person.

### 13.02 Board Procedure

The Arbitration Board shall sit, hear the parties, settle the terms of the questions to be arbitrated, and make its Award.

### 13.03 Decision of the Board

The Board shall deliver its Award in writing to each of the parties and the Award of a majority of the Board shall be the Award of the Board and shall be final and binding upon all parties and they shall forthwith implement the Board's decision.

### 13.04 Expenses of the Board

Each party shall pay its own expenses and costs of Arbitration, the remuneration and disbursements of its appointee to the Board, and one-half (1/2) the compensation and expenses of the Chairperson and of stenographic and other expenses of the Arbitration Board.

### 13.05 Single Arbitrator

Notwithstanding the above, the parties may, by mutual agreement, refer the dispute to a single Arbitrator, with each party paying one-half (1/2) of the cost of such single Arbitrator. The single Arbitrator shall have the same powers as an Arbitration Board.

## **ARTICLE 14 - DISCHARGE, SUSPENSION AND DISCIPLINE**

### 14.01 Crossing of Picket Lines

The Employer shall not request, require, or direct employees within this bargaining unit to perform work resulting from legal strikes that would normally have been carried out by those on strike nor shall the employees be required to cross any picket line legally established under the Statutes of British Columbia.

### 14.02 Political Action

No employee shall be disciplined for participation in any action(s) called for by the C.L.C., C.U.P.E., or the B.C. Division of C.U.P.E., and supported by the local Union. This does not indicate the Employer's support for such action(s).

14.03 The Union agrees that contemplated action(s) shall be discussed with the Employer prior to the action(s) taking place, and that the Union agrees to perform those essential services that are deemed necessary to protect the health of the citizens of the municipality.

14.04 Right to Have Steward Present

Any employee shall have the right to have their Steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance of the purpose of the interview in order that the employee may contact their Steward to be present at the interview.

A Steward or local Union officer shall have the right to consult with a CUPE National Representative and to have them present at any discussion with supervisory personnel which might become the basis of disciplinary action.

## **ARTICLE 15 - SENIORITY**

15.01 Seniority

The Employer recognizes the principle of seniority.

- a) Seniority shall be based on length of service with the Employer. Demotions, promotions and transfers affecting employees shall be based on seniority, providing always the employee has the required ability and qualifications necessary for the position. The selection of supervisory officials shall be entirely a matter for the Employer's decision, but in making the selection of supervisory officials, qualifications and ability being relatively equal, seniority shall be given first consideration.
- b) A Permanent Full-Time employee's seniority shall be from date of hire. A Permanent Part-Time, Temporary and Casual employee's seniority shall be based on actual hours worked.
- c) Student employees will not accrue seniority.
- d) Seniority will accrue during approved leaves of absence.

#### 15.02 Federal-Provincial Aided Projects

For all individuals specifically hired as employees by the Corporation on Federal-Provincial financial aided municipal projects, seniority will not take effect until such projects have been completed and the individuals hired are subsequently retained by the Corporation to do other municipal work. Seniority for record purposes in such cases will date back to the date that seniority would have been effective if no such Federal-Provincial aid programs were in effect.

#### 15.03 Seniority List

The Employer shall maintain a seniority list showing the date upon which each Permanent Full-Time, Permanent Part-Time, Casual and Temporary Employee's service commenced and the employee's classification and employment status. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards once annually in January.

#### 15.04 Seniority Conversion for Part-Time, Temporary and Casual Employees

Permanent Part-Time, Temporary and Casual employees, upon the date of the offer of employment for a Permanent Full-Time position and successful completion of probation, shall then be credited with seniority to the actual number of days worked for the Employer in the following manner:

- a) Divide the number of hours worked by seven (7) or seven and one-half (7 ½) hours (whichever is appropriate) to determine the number of days worked.
- b) The Seniority Date will be established by counting backwards (excluding stats and weekends) the number of days worked from the date of the offer of employment for a Full-time position.

#### 15.05 Loss of Seniority

An employee shall lose seniority when:

- a) They are dismissed for just cause and not reinstated.
- b) They resign.

- c) They are absent from work in excess of seven (7) working days without notifying the Employer, unless such notice was not reasonably possible.
- d) They fail to return to work after being laid off within ten (10) working days after being contacted at their last known address by registered mail unless such return was not reasonably possible.
- e) They elect to receive compensation on layoff and their services are terminated.
- f) The employee is laid off for a period longer than twelve (12) months.
- g) Any Casual employee refusing six (6) documented offers of work in a twelve (12) month period shall lose all accumulated seniority hours. The Employer shall provide written notice to the employee with a copy to the Union.

## **ARTICLE 16 - PROMOTIONS AND STAFF CHANGES**

### 16.01 Job Postings

- a) When a new position is created, or when a vacancy occurs, the Employer shall notify the Union in writing and post internally the notice of the position in all shops, on all bulletin boards for a minimum of fourteen (14) calendar days in order that all employees will know about the position and be able to make written application thereto. Such notice shall contain the following information:
  - (i) A job description, the nature of the position, required knowledge and education, skills, hours of work and wage or salary range or rate.
  - (ii) Requirements and qualifications necessary to perform the job function in accordance with the job description.
- b) The Employer shall post all vacancies within seven (7) days.
- c) The Employer shall fill the vacancies seven (7) days after the closing date of the posting, or as soon as reasonably possible.
- d) A "vacancy" occurs when a current employee vacates a position and the Employer decides to fill that position.



- e) Upon mutual agreement between the Employer and the Union, postings may be posted internally and externally at the same time.

#### 16.02 Role of Seniority in Filling Vacancies

- a) In filling vacancies appointment shall be made to the applicant with the greatest seniority providing always the applicant has the required ability and qualifications necessary for the position.
- b) Permanent Employees shall be given first consideration over Casual Employees for internal postings.
- c) Temporary and Casual Employees shall be given first consideration over outside applicants for any new positions.
- d) Temporary positions will be posted and filled in accordance with Articles 16.01 and 16.02; except when a secondary vacancy occurs due to a Full-Time or Part-Time Employee being awarded the initial temporary vacancy, in which case the second and subsequent posting shall be posted for a period of seven (7) working days. External postings may be done after the initial fourteen (14) day period if there are no qualified employees presently employed.
- e) After the termination of a temporary position, the employee returns to their former position.

#### 16.03 Position Requiring Higher Qualifications

In the event a Permanent Employee's position or classification is changed in a manner that requires higher qualifications, the Employer shall provide training for the Permanent Employee.

#### 16.04 Education and Training Assistance

To encourage employee development, the Employer will financially assist individuals who take pre-approved educational courses that are relevant to the Employer's operations.

- a) Fifty percent (50%) of course costs will be reimbursed by the Employer upon registration.

- b) The remaining fifty percent (50%) will be reimbursed upon successful completion. Course cost includes tuition and required text books.
- c) In the event an employee is required to attend a Corporation course during normal working hours there will be no loss in normal pay. The Employer shall pay all costs.
- d) For courses required during evenings and weekends the employee will be paid at straight time. If an employee is required to travel to an Employer-sponsored course they will be reimbursed for pre-approved travel expenses. Board and lodging expenses will be reimbursed upon submission of receipts.

#### 16.05 Education Leave

- a) An employee may be granted a leave of absence with pay to a maximum of five (5) working days per year, without loss of seniority and benefits, to upgrade their current employment qualifications and to write relevant examinations.
- b) To further encourage employee development, an employee may request a leave of absence, without pay and without loss of seniority, for up to one (1) year for education that may be relevant to the operation of the Employer. Any requests will not be unreasonably denied.

### **ARTICLE 17 - LAYOFFS AND RECALLS**

#### 17.01 Definition of Layoff

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

#### 17.02 Layoffs and Recalls

Although the Employer does not desire to reduce the work force or a reduction in the regular hours of work as defined in this Agreement, it is recognized that circumstances may require such action. In making such reductions the Employer and the Union will consult to ensure that such actions are orderly and taken so that seniority is applied.

17.03 The Employer agrees that in the event of a layoff employees shall be laid off in the reverse order of their seniority. An employee about to be laid off may displace a less senior employee. When it is necessary to recall employees, laid off employees shall be re-employed in order of seniority. The right to bump shall include the right to bump up. The abilities and qualifications of any employee will also be a determining factor. Employees who are laid off shall be placed on a recall list for twelve (12) months.

17.04 No new employees will be hired until regular employees who have been laid off and remain on the seniority list, and are qualified and have the ability to fill the vacancy have been given an opportunity for re-employment.

17.05 Advance Notice of Layoff

Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off thirty (30) working days prior to the effective date of layoff, or award pay in lieu thereof.

## **ARTICLE 18 - HOURS OF WORK**

18.01 Regular Working Day

a) Outside Staff

The regular working day shall consist of seven and one-half (7-1/2) hours between the hours of 7:30 a.m. and 3:30 p.m. excluding a meal break of one-half (1/2) hour, and two (2) ten (10) minute coffee breaks inclusive of the hours of work.

Provided reasonable notice is given by the Employer, outside employees may be required to work shifts other than the "regular working day" as defined in this Article for purposes of snow plowing/removal, salting, sanding and related intermittent winter work, always provided that at least sixteen (16) hours' rest is given at a shift change and the total hours worked on any such shifts do not exceed those on a regular working day and fall within a regular work week as defined in this Article.

b) Office Staff

The regular working day shall consist of seven (7) hours between the hours of 8:30 a.m. and 4:30 p.m. including a lunch period of one

(1) hour exclusive of the hours and two (2) ten (10) minute coffee breaks inclusive of the hours of work.

c) Recreation Staff

Recreation staff shall work a five (5) day, thirty-five (35) hour week. Such hours to include a one-half (1/2) hour lunch period and two (2) ten (10) minute coffee breaks per shift.

d) Janitorial Staff

Janitorial staff shall work a five (5) day, thirty-five (35) hour week. Such hours to include a half (1/2) hour lunch period exclusive of the hours and two (2) ten (10) minute coffee breaks inclusive of the hours of work.

e) Bylaw Enforcement Staff

The regular working day will consist of a five (5) day, thirty-five (35) hour week between the hours of 7:00 am and 7:00 pm not to exceed a total of eight (8) hours in any one (1) day. Such hours to include a half (1/2) hour lunch period inclusive of the hours, and two (2) ten (10) minute coffee breaks inclusive of the hours of work.

f) Parks Staff

Parks staff shall work a five (5) day, thirty-seven and one-half (37 ½) hour week. Such hours to include a half (1/2) hour lunch period exclusive of the hours and two (2) ten (10) minute coffee breaks inclusive of the hours of work.

## 18.02 Regular Work Week

The regular working week shall consist of five (5) work days, Monday to Friday inclusive, except Recreation staff, Parks staff, Janitorial staff and Bylaw Enforcement staff which requires a seven (7) day work week. Any significant change in work schedule for Parks staff will be discussed with the Department and Union in advance.

For Bylaw Enforcement staff there will be no weekend shifts without the consent of the employee.

### 18.03 Split Shifts

- a) There shall be no split shifts for outside or office staff.
- b) Due to the undesirability of working split shifts, the Employer shall endeavour to eliminate split shifts for recreation staff, parks staff, janitorial staff and bylaw enforcement staff. In the event a split shift is necessary and cannot be scheduled otherwise, employees shall be paid a split shift premium of fifty cents (\$0.50) per hour for all hours from the commencement of the shift prior to the split to the completion of the shift (including the hours of the split). In any event, all splits shall be completed within twelve (12) consecutive hours.

### 18.04 Extra Hours

- a) Prior to utilizing Casual Employees, the Employer shall attempt to contact qualified permanent part-time employees to offer them first refusal of the work.
- b) Subject to the ability and availability of Casual employees to perform the duties required, the Employer shall offer casual work by seniority. Casual employees shall submit their availability on a quarterly basis to the Employer.

### 18.05 Flexible Hours

Departmental requests for flexible hours or alternate arrangements will be considered by the Employer on a case-by-case basis to ensure they are operationally feasible, maintain service delivery, and do not increase labour costs.

## **ARTICLE 19 - OVERTIME**

19.01 Overtime rates shall be paid as follows:

- a) Outside Staff
  - (i) Time and one-half (1-1/2x) the employee's regular hourly rate of pay for each of the first three and one-half (3-1/2) hours worked in excess of seven and one-half (7-1/2) hours in any one (1) day and double (2x) the employee's regular hourly

rate of pay for each hour worked in excess of eleven (11) hours in any one (1) day, except however hours worked in addition to the initial seven and one-half (7-1/2) hours in any one (1) day between 9:00 p.m. and 7:30 a.m. which shall be paid at double (2x) time.

- (ii) Time and one-half (1-1/2x) the employee's regular hourly rate of pay for each hour worked on a Saturday and double (2x) the employee's regular hourly rate of pay for each hour worked in excess of eleven (11) hours.
- (iii) Double (2x) the employee's regular hourly rate of pay for each hour worked on Sunday or on a Statutory Holiday.
- (iv) Overtime in accordance with Article 18 shall apply for all hours required to be worked during the sixteen (16) hour shift changeover period. Meal and coffee breaks shall be provided on such shifts in accordance with Article 18.01. A shift premium of five percent (5%) above the regular hourly rate shall be paid for all such hours worked.
- (v) Where an employee is called out at or before 3:30 a.m., all hours worked from call-out until end of shift shall be paid at double (2x) the employee's regular hourly rate.
- (vi) Call-out time shall be paid at the above rates with a minimum of four (4) hours' pay except for burials on Saturdays, Sundays, or Statutory Holidays when the minimum shall be eight (8) hours' pay.

b) Office Staff

- (i) Time and one-half (1-1/2x) the employee's regular hourly rate of pay for each of the first three and one-half (3-1/2) hours worked in excess of seven (7) hours in any one (1) day and double (2x) the employee's regular hourly rate of pay for each hour worked in excess of ten and one half (10-1/2) hours in any one (1) day.
- (ii) Time and one-half (1-1/2x) the employee's regular hourly rate of pay for each hour worked on a Saturday and double (2x) the employee's regular hourly rate of pay for each hour worked in excess of ten and one half (10-1/2) hours.

- (iii) Double (2x) the employee's regular hourly rate of pay for each hour worked on a Sunday or a Statutory Holiday.
  - (iv) Call-out time shall be paid at the above rates with a minimum of four (4) hours' pay.
- c) Recreation, Janitorial and Bylaw Enforcement Staff
- (i) Time and one-half (1-1/2x) the employee's regular hourly rate of pay for each of the first three and one-half (3-1/2) hours worked in excess of thirty-five (35) per week and double (2x) the employee's regular hourly rate of pay for each hour worked in excess of thirty-eight and one-half (38-1/2) hours per week.
  - (ii) Double (2x) the employee's regular hourly rate of pay for each hour worked on the seventh (7<sup>th</sup>) day of the employee's week or on a Statutory Holiday.
  - (iii) Call-out time shall be paid at the above rates with a minimum of four (4) hours' pay.
- d) Parks Staff
- (i) Time and one-half (1-1/2x) the employee's regular hourly rate of pay for each of the first three and one-half (3-1/2) hours worked in excess of thirty-seven and one-half (37-1/2) hours per week and double (2x) the employee's regular hourly rate of pay for each hour worked in excess of forty-one (41) hours per week.
  - (ii) Double (2x) the employee's regular hourly rate of pay for each hour worked on the seventh (7<sup>th</sup>) day of the employee's week or on a Statutory Holiday.
  - (iii) Call-out time shall be paid at the above-noted rates with a minimum of four (4) hours' pay.

19.02 All overtime rates shall be paid on a bi-weekly basis, except as follows:

- a) Outside employees may accumulate a maximum of seventy-five (75) hours of straight-time and take such accumulated time as straight time off with pay;

- b) Office, Recreation, Janitorial and Bylaw Enforcement employees may accumulate a maximum of seventy (70) hours of straight-time, and take such accumulated time as straight time off with pay;

The Employer will pay out any time over and above the seventy-five (75) hours as per 19.02 a) or seventy (70) hours as per 19.02 b).

- c) Parks employees may accumulate a maximum of seventy-five (75) hours of straight time and take such accumulated time as straight time off with pay. The Employer will pay out any time over and above the seventy-five (75) hours as per Article 19.02 a) and c) or seventy (70) hours as per Article 19.02 b).
- d) Time taken under Sections a) and b) above shall only be taken at a time that does not interfere with scheduled work or cause an acute staff shortage as determined by their respective managers.

### 19.03 Standby

Employees in the Public Works Department shall be required to be available for call-out during non-working hours all year. When such employees have been designated for standby the following will apply:

- a) a cell phone will be provided to the employee on standby;
- b) under normal circumstances the Public Works Foreman will perform weeknight standby, and when not available, weeknight standby will go to the senior Public Works employee available;
- c) weekend and Statutory Holiday standby will be rotated between all permanent Public Works employees;



- d) standby shall be paid as per the following table (2% increase at the start of each of the years 2022, 2023 and 2024):

	<b>Summer</b>	<b>Winter</b>
Weeknights	\$45.03	\$60.89
	3:30pm to 7:30am Monday to Thursday in most instances	2:30pm to 6:30am Monday to Thursday in most instances
Weekends	\$180.11	\$255.73
	3:30pm Friday to 7:30am Monday to next working day in most instances	2:30pm Friday to 6:30am Monday to next working day in most instances
Stat Holidays	\$67.66	\$97.42

- e) employees who are called out to work while on standby shall be paid overtime rates pursuant to Article 19.01 (a) (vi).

## **ARTICLE 20 - STATUTORY HOLIDAYS**

20.01 Employees shall be entitled to the following Statutory Holidays with pay.

New Year's Day	Labour Day
Family Day	National Day for Truth & Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. Day	

20.02 In addition to the foregoing, employees shall be entitled to any further Statutory Holidays as proclaimed by the Federal, Provincial or Municipal Governments.

20.03 The foregoing provisions shall not apply when said employee is laid off, on leave of absence or on Workers' Compensation.

20.04 Where any Statutory Holiday occurs on a Saturday or on a Sunday, the next business day shall be declared a Holiday in lieu thereof. Notwithstanding

the above, the Parties may agree to alter the declared Statutory Holiday provided agreement is reached before the third Monday of each February.

20.05 Where any Statutory Holiday occurs on a day other than Monday or Friday the Parties may agree to alter the declared Statutory Holiday provided agreement is reached before the third Monday of each February.

20.06 With the exception of the situation referred to in Article 20.05 above, employees working Statutory Holidays shall have the option of being paid or taking mutually agreeable time off in lieu.

20.07 With the exception of the situation referred to in Article 20.05 above and notwithstanding Article 20.06, individual employees shall have the right to take the actual Statutory Holiday off with pay. This right shall not apply to recreation employees, unless adequate replacement is available. However, in no event shall any employee be required to work Christmas Day, Boxing Day, New Year's Day or Good Friday.

## **ARTICLE 21 - VACATIONS**

### 21.01 Length of Vacation

- a) A Permanent Full-Time and Part-Time Employee shall receive an annual vacation with pay in accordance with their years of employment as follows:

Completion of one (1) year - fifteen (15) working days;

Completion of four (4) years - twenty (20) working days;

Completion of ten (10) years - twenty-five (25) working days;

Completion of fifteen (15) years - thirty (30) working days;

Completion of twenty-one (21) years - thirty-one (31) working days;

Completion of twenty-two (22) years - thirty-two (32) working days;

Completion of twenty-three (23) years - thirty-three (33) working days;

Completion of twenty-four (24) years - thirty-four (34) working days;

Completion of twenty-five (25) years - thirty-five (35) working days;

Completion of thirty (30) years - forty (40) working days.

- b) Permanent Part-time and Temporary Employees shall accrue vacation entitlement which is pro-rated based on their actual hours of work per week.

#### 21.02 Minimum Vacations

Upon request, and during the first year of employment only, an employee shall be granted leave of absence without pay to allow a maximum of three (3) weeks' vacation.

#### 21.03 Banking Vacation Credits

Upon written request a Permanent Employee entitled to three (3) weeks' vacation or more may be permitted to bank up to a maximum of ten (10) working days' annual vacation. The extended vacation is to be taken during the next vacation year at the rate of pay prevailing at the time the vacation is taken. Such a request shall not be unreasonably refused.

- 21.04 Where a Statutory Holiday occurs while a Permanent Employee is taking annual vacation, that employee shall be granted one (1) extra day off with pay in lieu of each such Holiday.

- 21.05 Any time lost while the employee is receiving Workers' Compensation benefits as a result of an accident while in the employ of the Corporation shall be included as though they were days worked for the purpose of calculating annual vacation entitlements.

#### 21.06 Vacation Pay on Termination

An employee terminating employment at any time in the vacation year, prior to using their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination.

#### 21.07 Vacation Pay on Retirement

On retirement a Permanent Employee shall be entitled to the same vacation or vacation pay which would have been earned if the employee had continued in employment to the end of the calendar year.

#### 21.08 Schedule of Vacations

- a) Permanent Employees shall provide their vacation requests to the Employer by March 1 in each year for the following twelve (12) month vacation period. The Employer shall post the approved vacation schedule by March 15 in each year. Approved vacation shall not be changed without the consent of the affected employees. Such consent will not be unreasonably withheld.

If a Permanent Employee does not provide their vacation requests to the Employer by March 1 any additional requests shall be considered on a first-come, first-served basis, with any approvals of requests submitted at the same time being based on seniority.

- b) Where a conflict exists with respect to granting all of the vacation leave that has been requested, the first three (3) weeks of vacation shall be granted to Permanent Employees on the basis of seniority.
- c) Subject to operational need and the preceding sections of this Article, Permanent Employees shall be entitled to take their entire vacation in a continuous period.

#### 21.09 Illness during Vacation

If, during a period of annual vacation, a Permanent Employee becomes sick, the employee shall be entitled to convert annual vacation to sick leave on presentation of a medical certificate.

Annual vacation that is converted to sick leave under the provisions of this Article shall, if time permits, be rescheduled by mutual consent within the same calendar year or paid out to the employee, calculated at current wage rates.

### **ARTICLE 22 - SICK LEAVE**

22.01 Employees shall be entitled to paid sick leave as follows:

- a) After completing probation, Permanent Full-Time employees shall be entitled to sick leave on the basis of one and one-half (1-1/2) working days per month, effective from date of hire.

- b) After completing probation, Permanent Part-Time and Temporary Employees shall be entitled to sick leave on the basis of one and one-half (1 ½) working days per month, prorated to actual hours worked, effective from date of hire.
- c) Casual employees shall not accrue sick leave.
- d) When in any year, an employee has not used a sick leave or only a portion thereof, they shall be entitled to an accrual of such sick leave for their future benefit up to a maximum of one hundred and twenty (120) days.
- e) In the event a Permanent Employee reverts to Casual status, any sick days accumulated as a Permanent Employee shall be maintained in the employee's account and shall be available for sick leave usage as a Casual Employee.
- f) In the event an employee exhausts their sick leave accrual in their sick bank, they shall be eligible, if they so choose, to use their vacation time and accumulated overtime. Notwithstanding the above, no employee shall be required to use their vacation or accumulated overtime for this purpose.

22.02 An employee may be required to produce a medical certificate for any day that they are absent from their duties due to illness. The Employer shall pay for all medical certificates requested.

## **ARTICLE 23 - LEAVE OF ABSENCE**

### 23.01 Compassionate Leave

On satisfactory evidence a Permanent or Temporary Employee shall be granted compassionate leave with pay as follows:

- a) up to five (5) working days in the case of death of a spouse, child or parent. Two (2) additional days shall be provided if travel is required outside Vancouver Island.
- b) up to three (3) working days in the case of death of a brother, brother-in-law, sister, sister-in-law, parent-in-law, grandparent, grandchild, or relative residing with the employee at the time of death. Two (2) additional days shall be provided if travel is required outside Vancouver Island.

- c) up to one (1) working day, depending on the distance involved, to attend a funeral as mourner.
- d) in special cases more time may be granted at the discretion of the Employer, and shall not be unreasonably denied.

#### 23.02 Jury Duty

Any Permanent or Temporary Employee serving as a juror shall sign over their jury pay to the Employer and they shall receive from the Employer in lieu thereof, pay at their regular rate for the time for which their jury pay applies.

#### 23.03 Witness Duty

An employee subpoenaed to act as a witness at a trial shall receive their usual wage subject to the employee signing over any witness fees received to the Employer, with the exception of travelling expenses.

#### 23.04 Time off for Union Business

- a) The President and Secretary of the Union or their appointees may, with the approval of the Chief Administrative Officer, or designate, take time off without loss of pay when it is necessary to confer with the Employer. The Union agrees that requests under this article will be kept to a minimum
- b) Union Officers shall not conduct Union business during work hours except as specifically provided in this Agreement. There will be no use of Employer equipment and premises unless specifically authorized.
- c) Any members who are required to attend functions on behalf of the Union may, with the approval of the Chief Administrative Officer, or designate, be granted a leave of absence without pay, with at least one (1) week's notice. The members will continue to receive their regular pay and the Employer will invoice the Union for full reimbursement of the employee's charge-out rate.
- d) Employees may, with the approval of the Chief Administrative Officer, or designate, be granted a leave of absence without loss of seniority and without pay for an employee selected for a full-time position with the Union, or any body with which the Union is affiliated, for a period

of one (1) year. During such leave the employee shall remain on the Employer's payroll and the Union shall be responsible for the employee's remuneration and benefits. The employee agrees to provide the Employer with written notice of their return to work thirty (30) days in advance.

### 23.05 Pregnancy and Parental Leave

To the employee, the following provisions shall apply, unless legislation is more favourable.

- a) Upon written request, leave of absence without pay and without loss of seniority shall be granted for pregnancy leave to a maximum of six (6) months. The employee returning to work after pregnancy leave shall provide the Employer with at least four (4) weeks' notice and on return from pregnancy leave, the employee shall be reinstated in all respects by the Employer in the position previously occupied by the employee, or in a comparable position with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.

b) Employment During Pregnancy

The Employer shall not deny a pregnant employee the right to continue employment during the period of pregnancy when their duties can reasonably be performed. The Employer may require proof of the employee's capability to perform their normal work through the production of a medical certificate.

c) Length of Pregnancy Leave

Pregnancy leave shall cover a period up to six (6) months before or after the birth of a child. Where a doctor's certificate is provided stating that a longer period of pregnancy leave is required for health reasons, an extension up to a maximum of one (1) additional year shall be allowed. General leave may be granted where additional leave is required because of the health of the newborn child.

d) Length of Parental Leave

Upon written request for parental leave under this Article, the following shall apply, unless legislation is more favourable:

- (i) for a birth mother who takes leave under (d) of this Article in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Article 23.05 (a) unless the Employer and employee agree otherwise,
  - (ii) for a birth mother who does not take leave under Article 23.05 (a) in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event,
  - (iii) for a birth father, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event, and
  - (iv) for an adopting parent, up to thirty-seven (37) consecutive weeks of unpaid leave beginning within fifty-two (52) weeks after the child is placed with the parent.
  - (v) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken in Article 23.05 (d) (i) through (iv).
- e) The employee returning to work after parental leave shall provide the Employer with at least four (4) weeks' notice and on return from the leave the employee shall be reinstated in all respects by the Employer in the position previously occupied by the employee, or in a comparable position with all increments to wages and benefits to which the employee would have been entitled had the leave not be taken.
- f) Seniority Status During Pregnancy/Parental Leave

While on pregnancy/parental leave an employee shall retain and accumulate their full employment status in connection with the seniority provision.

The services of an employee who is absent from work in accordance with this Article 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:

- (i) The Employer pays the total cost of the plan, or
  - (ii) The employee elects to continue to pay their share of the cost of the plan that is paid for jointly by the Employer and the employee.
- g) Where an employee has been granted leave of absence under this Article, benefits will be paid in accordance with legislation, and any extended leave shall be granted without benefits.

#### 23.06 General Leave

The Employer may grant leave of absence with or without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause. Such request to be in writing and approved by the Chief Administrative Officer or his/her designate.

#### 23.07 Personal Leave

An employee is entitled to up to five (5) days of paid leave, to be deducted from the sick leave bank, during each employment year to meet responsibilities related to:

- a) The care, health or education of a child in the employee's care, or
- b) The care or health of any other member of the employee's immediate family.

#### 23.08 Domestic Violence Leave

Leave for Domestic Violence will be in accordance with the *Employment Standards Act*. See:

<https://www2.gov.bc.ca/gov/content/employment-business/employment-standards-advice/employment-standards/forms-resources/igm/esa-part-6-section-52-5>

### 23.09 Critical Illness Leave

Leave for Critical Illness will be in accordance with the *Employment Standards Act*. See:

<https://www2.gov.bc.ca/gov/content/employment-business/employment-standards-advice/employment-standards/forms-resources/igm/esa-part-6-section-52-11>

## **ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES**

### 24.01 Payment of Wages

- a) Employees shall be paid every second Friday for the pay period ending the previous Friday.
- b) All employees will receive their remuneration for services through direct deposit at the financial institution of their choice.

### 24.02 Wage Schedule

It is mutually agreed that the wage rates as outlined in Schedule "A" attached hereto and forming part of this Agreement constitutes the wage rates which shall be paid to employees of the Corporation. Additional pay may be given to employees for such things as first aid tickets.

### 24.03 Supervisory Premium

When any employee, who is not normally in a supervisory position, is delegated by the Employer to supervise two (2) or more employees, this employee will be paid a supervisory premium of two dollars and fifty cents (\$2.50) per hour above the employee's regular hourly rate of pay.

### 24.04 Pay on Temporary Transfer to a Higher Classification

When an employee is required to perform the duties of any position superior to that occupied by them for any reason, they shall receive increased pay for the period so worked at the minimum rate of pay for the superior position, PROVIDED that such minimum is greater than the rate already received and PROVIDED further that if an employee works for four (4) hours or more in a day at a higher classification they will receive the higher rate for the day.

24.05 Any employee required to work a shift other than day shift shall be paid a shift differential of two dollars fifty cents (\$2.50) per hour above the employee's regular hourly rate of pay. For Public Works this means any hours on weekdays between 3:30 p.m. and 7:30 a.m., for Office Staff on weekdays between 4:30 p.m. and 8:30 a.m. and for Bylaw Enforcement Staff this means between 7:00 pm. and 7:00 a.m. This does not apply to Recreation Employees.

## **ARTICLE 25 - SEVERANCE PAY**

### 25.01 Severance Pay

All Permanent Employees with ten (10) years of continuous employment and retiring under the terms of the *Pension (Municipal) Act* or upon leaving the service of the Employer through ill health shall receive one (1) day's pay at the then current rate for each day of accumulated sick leave to a maximum of seventy-two (72) working days.

Employees leaving the service of the Employer through ill health and qualifying for severance pay shall produce for the Employer's satisfaction a medical certificate from a duly qualified practitioner indicating that they are unable through health reasons to continue in their position with the Employer.

In the event of the death of any employee before retirement, a gratuity based on the unused balance of sick leave to a maximum of seventy-two (72) working days shall not be paid to an estate, but shall be paid to a surviving spouse, or in the event of there being no surviving spouse, be paid at the discretion of the Employer to a child, brother, sister or parent of such employee who was dependent on the employee for support at the time of death. In the event of no surviving dependents it will automatically be paid to the estate.

25.02 It is further mutually agreed by both parties namely the Union and the Employer that a regular employee is entitled to choose severance pay following six (6) months of layoff. An employee must make their decision with regard to severance pay prior to the end of the twelfth (12<sup>th</sup>) month of layoff. Upon acceptance of severance pay all rights under the Collective Agreement are terminated.

In addition the parties agree that the following severance pay schedule shall apply.

	<b>Length of Consecutive Service</b>	<b>Weeks of Pay</b>
a)	more than one but less than two years	2
b)	more than two but less than three years	4
c)	more than three but less than four years	6
d)	more than four but less than five years	8
e)	more than five but less than six years	12
f)	more than six but less than 7 years	16
g)	more than 7 but less than 8 years	18
h)	more than 8 but less than 9 years	20
i)	more than 9 but less than 10 years	22
j)	more than 10 but less than 12 years	24
k)	more than 12 but less than 15 years	28
l)	more than 15 years consecutive service	30
m)	for every year thereafter in excess of 15 years	2 additional weeks

## **ARTICLE 26 - JOB CLASSIFICATION AND RECLASSIFICATION**

### 26.01 Job Descriptions

The Employer will provide current job descriptions for all positions for which the Union is bargaining agent. These descriptions shall be presented and discussed with the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days.

### 26.02 Changes in Classification

The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change. When the duties of any job are changed or increased, or where the Union and/or an employee feels a job is unfairly or incorrectly classified, or when a new job is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the new position was first filled by an employee or the date of change in job duties.

## **ARTICLE 27 - EMPLOYMENT BENEFITS**

27.01 The Employer agrees to pay one hundred percent (100%) of the premiums of the following benefit programs on behalf of the employees. There will be no changes to the levels of coverage in the Group Benefit Programs without agreement of the Union.

- a) Extended Health Care Plan as per the Pacific Blue Cross plan between the Village of Cumberland and Pacific Blue Cross (Policy No. 30063):
  - i) Vision care in a two (2) year period is six hundred dollars (\$600) per family member.
  - ii) Physiotherapy and massage therapy is four hundred dollars (\$400) per person per year.
  - iii) Chiropractic and naturopathic therapy is four hundred dollars (\$400) per person per year.
- b) Medical Services Plan of B.C.
- c) Comprehensive Dental Care Benefits Plan as per the Pacific Blue Cross plan between the Village of Cumberland and Pacific Blue Cross (Policy No. 30063):
  - i) Major dental services sixty percent (60%) Employer paid.

### 27.02 Benefits Eligibility

- a) Permanent Full-Time and Permanent Part-Time Employees who work twenty-five (25) hours per week or more shall be entitled to all benefits upon completed probation pursuant to Article 1.05.
- b) Permanent Part-Time Employees who have completed probation pursuant to Article 1.05 and work less than twenty-five (25) hours per week shall receive the amount of fifteen percent (15%) in lieu of the benefits contained in Articles 27.01, 27.03 and 27.04.
- c) Temporary Employees who have completed probation pursuant to Article 1.05 shall receive the amount of fifteen percent (15%) in lieu of the benefits contained in Article 27.01, 27.03 and 27.04.

- d) Casual Employees who have completed probation pursuant to Article 1.05 shall receive the amount of fifteen percent (15%) in lieu of benefits contained in Article 27.01, 27.03 and 27.04.
- e) Full-Time Employees who change classification in order to occupy a Full-Time Temporary position shall continue to receive benefits as per Article 27 of the Collective Agreement.

#### 27.03 Long-Term Disability

- a) The Employer and the employee shall each pay fifty percent (50%) of the premiums of the Long-Term Disability Insurance.
- b) Any employee who qualifies for Long-Term Disability benefits will remain on the Employer's benefit plan for up to two (2) years. The Employer will pay one hundred percent (100%) of the extended health and dental premiums for the first twelve (12) months. If the employee chooses to remain on the Employer's benefit plan, the employee is responsible for one hundred percent (100%) of the benefit premiums for the remaining twelve (12) months.

#### 27.04 Life Insurance and Accidental Death and Dismemberment

The employee agrees to pay one hundred percent (100%) of the premiums for Life Insurance and Accidental Death and Dismemberment Insurance coverage in excess of fifty thousand dollars (\$50,000.00). The Employer agrees to pay the premium for the foregoing coverage up to fifty thousand dollars (\$50,000.00).

#### 27.05 Superannuation

- a) All employees shall be covered by the terms of the *Pension (Municipal) Act* if qualified.
- b) All employees shall be advised twelve (12) months in advance of the date of their Superannuation.
- c) The Employer shall maintain group Health, Dental and Life benefits for retirees at their option provided they pay the cost of the premium and subject to carrier approval.

## 27.06 Long-Term Leave

Employees on sick leave or Workers' Compensation leave for a period longer than two (2) years shall no longer be eligible to accumulate vacation credits or bank sick leave. Such employees shall be deemed to be on layoff and shall be eligible to bump when medically fit to return to work to a position for which the employee is qualified. The Employer may post their existing position.

## 27.07 Supplementation of Compensation Award

- a) Employees absent from duty due to injuries received while on duty shall receive full wages/salaries during such absence for a period not exceeding twelve (12) months for any one (1) accident, PROVIDED HOWEVER THAT:
  - (i) monies received from WorkSafe BC shall be remitted to the Employer during that period; and
  - (ii) one-quarter (1/4) of a day for each work day absent shall be deducted from accumulated sick leave. Should any compensable accident be of a longer duration than twelve (12) months, the following Article shall apply.
- b) Should any compensable accident be of a longer duration than twelve (12) months any employee covered by this Agreement who is unable to work because of a disability resulting from an accident at work shall have their employment benefits identified in Articles 27.01 a), b) and c) and Article 27.03 paid by the Employer until said employee returns to work or until judged medically unfit to resume their present occupation.
- c) In the event of sickness of a permanent employee or of a permanent employee being injured during their employment with the Employer or of a permanent employee being temporarily laid off, the Employer will continue to pay on behalf of such employee its share of the monthly premium identified in Articles 27.01 a), b) and c) and Article 27.03 while any such employee is on sick leave, including sick leave allotments from the sick leave bank, and further that the Employer will continue to pay on behalf of such employee its share of the said contributions for a period of three (3) months immediately following the date of layoff or the date of the expiration of sick leave benefits up to a maximum of three (3) months in any twelve (12) month

period, PROVIDED THAT in all cases the employee or the Union shall likewise continue the employee contributions under the said contracts.

#### 27.08 Changes to Benefits Carrier

The corporation agrees to terminate the existing carriers, only when enrolment with another Plan provides equivalent or superior coverage, and the Corporation agrees to remit premiums in accordance with the provisions of the plan. Any savings as a result of changing Plans, and/or carrier shall be allocated to improving employment benefits.

#### 27.09 Labour-Management Joint Benefits Committee

The Corporation and the Union shall create a Labour-Management Joint Benefits Committee with the Corporation and the Union each having three (3) Representative(s). The Corporation agrees to a Union appointed Representative as joint consultant and "Joint Agent of Record" for all group benefits plan design, consulting and the purchase of all Employee Benefits from any source of supply, of coverages defined in this Agreement including Administration Services ASO contracts and/or Third-Party Administration.

##### Function of the Committee:

To review Employee Benefit Plans and make recommendations to the Parties on plan improvements that would enhance employee benefits.

##### Meeting of the Committee:

The committee shall meet at least two (2) times per year unless otherwise mutually agreed upon.

### **ARTICLE 28 - SAFETY AND HEALTH**

28.01 The Union shall appoint its members to the Employer's Occupational Health and Safety Committee.

28.02 No employee shall be disciplined for refusal to work on a job, or handle equipment, which is unsafe.



28.03 The Occupational Health and Safety Committee shall investigate and report as soon as possible on the nature and causes of the accident or injury, in compliance with Work Safe BC regulations.

28.04 In the event an employee, in the course of their duties, is assaulted by a member of the public, the Occupational Health & Safety Committee will investigate and report to the Employer. The Employer will then take all necessary measures to address the victim's complaints and/or injuries to their satisfaction.

## **ARTICLE 29 - CONTRACTING OUT**

29.01 When any employee is required by the Employer to perform duties for any outside agency or contractor they shall be paid by the Employer the rate in effect which would normally be paid by the agency or contractor so long as the rate is not less than the rate provided for in this Agreement and providing there is no labour dispute involvement.

### 29.02 Restrictions on Contracting

The Employer agrees that all work or services performed by the employees shall not be contracted out, sub-contracted, transferred, leased, assigned or conveyed in whole or in part to any other person, company or non-union employee, if it would result in the layoff of any employee or failure to recall those employees on layoff who are able to perform the work. This process is guided by the Letter of Agreement No. 2 appended to this agreement.

## **ARTICLE 30 - GENERAL CONDITIONS**

### 30.01 Bulletin Boards

The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

### 30.02 Present Conditions to Continue

All rights, benefits, privileges, customs, practices and working conditions which employees now enjoy, receive or possess shall continue, insofar as they are consistent with this Agreement, unless modified by mutual agreement between the Employer and the Union.

### 30.03 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason the Employer shall print, at their own cost, sufficient copies of the Agreement in booklet form in a Union Shop within thirty (30) days of signing.

### 30.04 Clothing and Equipment

#### a) Required Uniforms

The Employer shall provide all uniforms required to be worn on duty.

#### b) Public Works

(i) The Employer shall provide Personal Protective Equipment (PPE) for all Public Works employees which shall include, but not be limited to, coveralls (including cleaning), rainwear, rubber boots, and gloves for all outside works employees as required.

(ii) The Employer shall reimburse Full- and Part-time Public Works employees one hundred percent (100%) of the cost of CSA-approved safety footwear to a maximum of two hundred and fifty dollars (\$250) per annum, payable upon submission of receipts by an employee.

#### c) Recreation

The Employer shall pay for the cost of gym wear and running shoes for employees who require same. Prior to purchasing a new pair, the employee will seek authorization from the Employer.

#### d) All Other Employees

The Employer shall provide all necessary Personal Protective Equipment (PPE).

e) Parks

- (i) The Employer shall provide Personal Protective Equipment (PPE) for all Parks employees which shall include, but not be limited to, coveralls (including cleaning), rainwear, rubber boots, and gloves for all outside works employees as required.
- (ii) The Employer shall provide Parks employees PPE as required, including CSA approved safety footwear of up to two hundred and fifty dollars (\$250.00) based on demonstrated need.

**ARTICLE 31 - TERM OF AGREEMENT**

31.01 Duration

This Agreement shall be binding and remain in full force and effect from the 1<sup>st</sup> day of January, 2021 until the 31<sup>st</sup> day of December, 2024 and shall continue while bona fide collective bargaining is under way, and from year-to-year thereafter as provided for in the Statutes of the Province of British Columbia.

31.02 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

31.03 Notice of Changes

Either party desiring to propose changes to this Agreement shall, between the period of thirty (30) and ninety (90) days prior to the termination date, give notice in writing to the other party of the changes proposed. Within five (5) working days of receipt of such notice by one (1) party, the other party is required to enter into negotiations for a new Agreement.

31.04 If negotiations extend beyond the anniversary date of the Agreement, both parties shall adhere fully to the provisions of this Agreement during the period of bona fide collective bargaining.

IN WITNESS WHEREOF the Corporate Seal of the Corporation has been hereunto affixed, attested by the hands of its proper Officers in that behalf and has been executed by the duly authorized Officers of the Union, the day and year first above written.

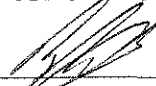
**Signed for the Employer**


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Leslie Bajrd, Mayor


  
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Clayton Postings, CAO

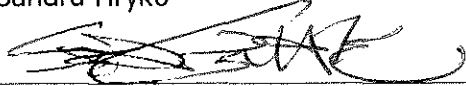
Date: Sept. 22/21

**Signed for the Union**

  
\_\_\_\_\_  
Ryan Parton

  
\_\_\_\_\_  
Andrea Samsom

  
\_\_\_\_\_  
Sandra Hryko

  
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Sean Guthrie

## SCHEDULE 'A' - HOURLY RATES

Pay Grade/Classification	1-Jan-21 64¢	1-Jan-22 2%	1-Jan-23 2%	1-Jan-2024 2%
Accounting Clerk I	29.77	30.37	30.98	31.60
Accounting Clerk II	32.33	32.98	33.64	34.31
Accounting Clerk III	34.52	35.21	35.91	36.63
Administration Clerk	34.52	35.21	35.91	36.63
Animal Control Officer	32.27	32.92	33.58	34.25
Bylaw Enforcement Officer	33.75	34.43	35.12	35.82
Customer Services Assistant II	27.94	28.50	29.07	39.65
Clerk Receptionist	26.50	27.03	25.57	28.12
Corporate Services Assistant	29.50	30.09	30.69	31.30
Development Services Assistant	29.50	30.09	30.69	31.30
Legislative Services Assistant	29.50	30.09	30.69	31.30
Equipment Operator	34.53	35.22	35.92	36.64
Public Works Foreman/Coordinator	42.19	43.03	43.89	44.77
Lead Building Services Worker	28.64	29.21	29.79	30.39
C.R.I. Custodian	23.90	24.38	24.87	25.37
Janitor	25.64	26.15	26.67	27.20
Public Works Labourer	29.32	29.91	30.51	31.12
Operator/Mechanic	36.21	36.93	37.67	38.42
Parks, Trails & Lands Supervisor	35.14	35.84	36.56	37.29
Parks & Trails Gardener/Labourer	29.89	30.49	31.10	31.72
Senior Planner	42.42	43.27	44.14	45.02
Planner I	38.05	38.81	39.59	40.38

Public Works Chargehand	37.95	38.71	39.48	40.27
Recreation & Culture Supervisor	33.44	34.11	34.79	35.49
Recreation & Culture Clerk I	26.50	27.03	27.57	28.12
Recreation Worker	27.94	28.50	29.07	29.65
Student	19.41	19.80	20.20	20.60
Truck Driver/Labourer	33.49	34.16	34.84	35.54
Utility Person I	33.99	34.67	35.36	36.07
Utility Person II	37.05	37.79	38.55	39.32

**LETTER OF AGREEMENT No. 1**

**BETWEEN:**

**THE CORPORATION OF THE VILLAGE OF CUMBERLAND**

**AND:**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 556**

**RE: PLANNER'S HOURS**

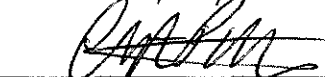
In order to provide clarity for these employees, the parties have mutually agreed to negotiate planner's hours of work during collective bargaining. The following represents our mutual understanding of the planner's hours of work, and agreed arrangements when work is required to be performed outside the regular hours. Such meetings may include municipal council meetings, public hearings and village hall meetings:

1. The regular hours of work for the Planner and Planner 1 positions are defined in Article 18.01 Hours of Work b) Office Staff of the Collective Agreement.
2. The regular work week is defined in Article 18.02 Regular Work Week of the Collective Agreement.
3. Article 24.05 applies to Planner and Planner 1 positions.
4. An employee required to work overtime shall be compensated in accordance with Article 19.01 Overtime b) Office Staff and shall be paid in accordance with Article 19.02.
5. The Employer agrees to provide reasonable notice of changes to regular hours of work or the regular work week that would affect either a shift premium or overtime.

**Signed for the Employer**



Leslie Bajrd, Mayor



Clayton Postings, CAO

**Signed for the Union**



Ryan Parton



Andrea Samsom



Sandra Hryko



Sean Guthrie

Date: *Sept. 22/21*

**LETTER OF AGREEMENT No. 2**

**BETWEEN:**

**THE CORPORATION OF THE VILLAGE OF CUMBERLAND**

**AND:**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 556**

**RE: CONTRACTING OUT AND ARTICLE 29**

In order to provide clarity about the language pertaining to Article 29.02 – Restrictions on Contracting Out, amended in Collective Bargaining, the Employer agrees to consult in advance with the Union in matters related to work to be contracted out by the Village of Cumberland. To that end, the Parties agree to:

- April in each year

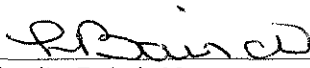
The Employer will meet with the Labour-Management Committee to discuss proposed projects that the Employer intends to contract out for the upcoming budget year taking into consideration manpower, equipment and the expertise of the current workforce.

- June in each year

Once the budget is passed, the Employer and the Union will meet again to finalize upcoming projects and discuss any new projects that may have been added since the April meeting. If there are no changes in the projects list, this meeting may be cancelled.

The Employer encourages the Union to provide feedback in the consultation process set out above.

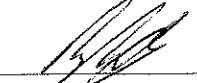
**Signed for the Employer**


  
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Leslie Baird, Mayor


  
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Clayton Postings, CAO

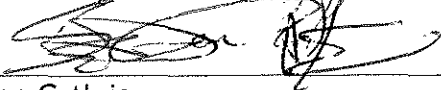
Date: Sept. 22/21

**Signed for the Union**

  
\_\_\_\_\_  
Ryan Parton

  
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Andrea Samsom

  
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Sandra Hryko

  
\_\_\_\_\_  
Sean Guthrie



**LETTER OF AGREEMENT No. 3**

**BETWEEN:**

**THE CORPORATION OF THE VILLAGE OF CUMBERLAND**

**AND:**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 556**

**RE: EMPLOYEE AND FAMILY ASSISTANCE PROGRAM (EFAP)**

The parties agree that although not contained within the current Collective Agreement, the Employer and Union currently cost share an Employee and Family Assistance Program (EFAP) for Village of Cumberland employees at a cost of \$5.42 per CUPE employee per month for the Employer and \$1.08 per CUPE employee per month for the Union.

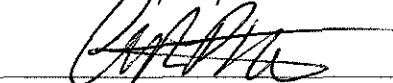
Both parties agree the existing EFAP program provides a benefit to Village of Cumberland employees, and that until the parties have had a chance to review the program, both in terms of its benefits, as well as any potential future cost-sharing arrangement, that the above cost-sharing arrangement will continue as per previous practice.

The goal will be to update the Collective Agreement to incorporate the EFAP during the next round of bargaining.

**Signed for the Employer**



Leslie Baird, Mayor

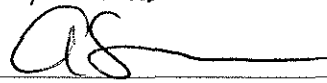


Clayton Postings, CAO

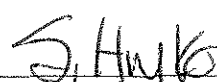
**Signed for the Union**



Ryan Parton



Andrea Samsom



Sandra Hryko



Sean Guthrie

Date: Sept. 22/21

**LETTER OF AGREEMENT No. 4**

**BETWEEN:**

**THE CORPORATION OF THE VILLAGE OF CUMBERLAND**

**AND:**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 556**

**RE: SEASONAL PARKS & TRAILS GARDENER/LABOURER DESIGNATION  
FOR THE INCUMBENT (TRISTAN JAMES)**


The current Collective Agreement does not define a seasonal employee. Until a seasonal classification is included in the Collective Agreement, the Employer and the Union agree to the following:

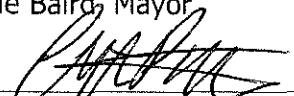
1. The incumbent Parks and Trails Gardener/Labourer, Tristan James, shall be designated as a permanent seasonal employee employed year-to-year on a seasonal basis (generally from March 1 to October 31) but may be extended by mutual agreement.
2. This employee shall be entitled to all benefits as per Article 27. He will remain eligible for benefits during the months where the temporary position ends and he becomes a casual. The employee will be responsible for one hundred percent (100%) of the benefit premiums in the months that he is a casual and will have his benefits premiums deducted in advance of the end of the temporary position, during his period of employment.
3. Vacation and sick leave will be allocated on a pro-rated basis in accordance with Articles 21 and 22. During the period that this LOA is in effect, the Village agrees that any sick accrual balance for the employee upon reverting to a casual employee status, shall remain for the employee to use for their future benefit up to a maximum of one hundred and twenty (120) days.

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4. Seniority shall be as per Article 15.01 b).
5. This LOA expires with the Collective Agreement unless renewed by both parties to the Collective Agreement or at such time as the incumbent no longer holds this position.

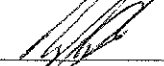
**Signed for the Employer**

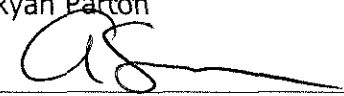
  
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Leslie Baird, Mayor

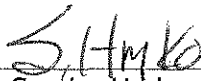
  
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Clayton Postings, CAO


Date: Sept. 22/21

**Signed for the Union**

  
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Ryan Parton

  
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Andrea Samsom

  
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Sandra Hryko

  
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Sean Guthrie

**LETTER OF AGREEMENT No. 5**

**BETWEEN:**

**THE CORPORATION OF THE VILLAGE OF CUMBERLAND**

**AND:**

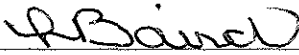
**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 556**

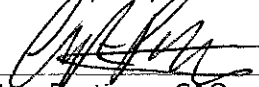
**RE: PERMANENT EMPLOYEE VACATION ADVANCE**

As the Corporation of the Village of Cumberland (the Village) has determined it necessary to mitigate employee recruitment and retention issues and maintain vacation benefit consistency with labour market competitors, the parties agree to the following terms:

1. Permanent full-time and permanent part-time employees shall be granted vacation length in conformance with Article 12 of the Collective Agreement and, upon successful completion of probation, the full annual vacation entitlement amount shall be advanced at the beginning of each calendar year.
2. Where a permanent full-time employee begins employment on a day other than the first working day of the calendar year, the vacation advancement amount will be prorated for that year.
3. Permanent part-time employee vacation advancement amounts will be prorated on the basis of the employee's annual full-time equivalent hours.
4. Should any permanent full-time or permanent part-time employee terminate employment with the Village while holding a negative leave balance, all and any negative leave balance amount shall be deducted from the employee's final pay at the rate of pay current upon cessation of the employment contract.

Signed for the Employer


  
\_\_\_\_\_  
Leslie Baird, Mayor

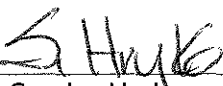
  
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Clayton Postings, CAO

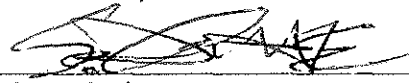
Date: Sept. 22/21

Signed for the Union

  
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Ryan Parton

  
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Andrea Samsom

  
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Sandra Hryko

  
\_\_\_\_\_  
Sean Guthrie

**LETTER OF AGREEMENT No. 6**

**BETWEEN:**

**THE CORPORATION OF THE VILLAGE OF CUMBERLAND**

**AND:**


**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 556**

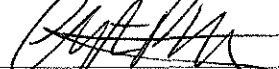
**RE: BENEFITS REVIEW**

In accordance with Article 27.09, the following timelines will apply:

The work of the committee will be initiated before December 31, 2021. Any mutually agreeable recommendations will be made within the 2022 calendar year to a maximum of zero-point five percent (0.5%) of 2021 Union base wages.

Signed for the Employer

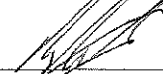
  
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Leslie Baird, Mayor


  
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Clayton Postings, CAO

Date:

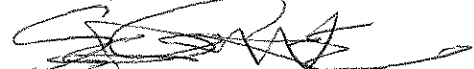
Sept. 22/21

Signed for the Union

  
\_\_\_\_\_  
Ryan Parton

  
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Andrea Samsom

  
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Sandra Hryko

  
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Sean Guthrie

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