

**DISTRICT OF ELKFORD**

**AND**

**CUPE LOCAL 3004**

**COLLECTIVE AGREEMENT**

**March 1, 2021 to February 28, 2025**

DISTRICT OF ELKFORD / CUPE LOCAL 3004  
COLLECTIVE AGREEMENT  
EFFECTIVE MARCH 1, 2021 to FEBRUARY 28, 2025

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## DEFINITIONS

### A. Permanent Employees

#### 1. Permanent Full-Time Employees

A permanent full-time employee is a permanent employee who works regularly scheduled full-time shifts of either eight (8) hours (Schedule "A and C") or seven (7) hours (Schedule "B") as the case may be. These employees accumulate seniority and are entitled to all benefits outlined in this Agreement.

#### 2. Permanent Part-Time Employees

A permanent part-time employee is a permanent employee who works less than a full-time employee and whose employment is expected to be continuous. These employees are entitled to all benefits outlined in this Agreement, except as otherwise specified.

### B. Non-Permanent Employees

Temporary, casual and/or student employees will not be hired to diminish the status of permanent employees or to lessen the opportunities of providing permanent jobs.

#### 1. Temporary Employees

A temporary employee is a person employed for a specified or indefinite term not to exceed six (6) months, excluding temporary employees hired to cover a maternity and/or parental leave. Such employees are covered by the provisions of this Agreement, except as specified otherwise in this Agreement.

#### 2. Casual Employees

A casual employee is a person employed on a day-to-day basis. Such employees are covered by the provisions of this Agreement, except as specified otherwise.

#### 3. Student Employees

The Parties agree that the District will be allowed to hire no more than a total of twelve student employees combined for subsection 3 a) and 3 b) annually. These Student employees may only be employed between May 1<sup>st</sup> and September 1<sup>st</sup> of each year. The Parties also agree that all permanent employees must be either working or on an approved leave of absence and all vacancies must be filled or in the process of being filled prior to the hiring of any student.

##### (a) High School Student Employees

A student 18 years of age or younger attending or having just graduated from high school, and is employed as a temporary or a casual. Such employees are covered by the provisions of this Agreement, except as specified otherwise.

**(b). Post-Secondary Student Employees**

A student 18 years of age or older having attended a post-secondary school the previous school year, is returning to a post-secondary school in the next school year and is employed as a temporary or casual. Such employees are covered by the provisions of this Agreement, except as specified otherwise.

**4. Student - Rink Attendant**

A student 18 years of age or younger attending high school, and is employed as a temporary or a casual employee at the Recreation Centre. Such employees are covered by the provisions of the Agreement, except as specified otherwise.

**C. "Days"**

Whenever the word "days" is used under Article V and X, with reference to length of time, it shall mean "working days" exclusive of Saturdays, Sundays and statutory holidays.

**D. "Week"**

The work week shall be the period between midnight on Saturday and midnight on the succeeding Saturday.

**E. "Month or Calendar Month"**

Month or Calendar Month shall be a period of time between the first day and the last day (inclusive) of each calendar month.

**F. "Calendar Year"**

Calendar Year shall be the period of time between January 1st and December 31st (inclusive) of any year.

**G. "Service Date"**

Service Date shall be the first day of permanent employment with the Employer.

## **ARTICLE I - RECOGNITION OF THE UNION**

### **Section 1**

1.01 The Employer recognizes the Union as the exclusive bargaining agency for the purpose of conducting collective bargaining on all matters pertaining to rates of pay, hours of work and all other working conditions, as long as the Union retains the right to conduct collective bargaining on behalf of the employees of the Employer under the provisions of the Labour Relations Code. The Union shall exercise its rights in a fair and reasonable manner.

All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass between the Chief Administrative Officer (or designate) and the Recording Secretary of the Union. Such correspondence shall exclude any monetary amount awarded in settlements.

Within one business day a copy of any correspondence between the Employer and any employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this Agreement, shall be forwarded to the Secretary of the Union (or designate).

### **Section 2 - Union Security**

1.02 All employees of the Employer who are Union members as a condition of continued employment shall remain members in good standing of the Union according to the constitution and bylaws of the Union. All new employees shall, as a condition of continued employment, become and remain members in good standing in the Union within thirty (30) days of employment. The Union will hold the Employer blameless for any necessary action under this Clause.

### **Section 3 - No Discrimination/Harassment**

1.03 The Employer agrees that there shall be no intimidation or discrimination against any employee by reason of activities as a member of the Union and the Union agrees that there shall be no intimidation or discrimination on its part against any employee of the Employer.

(a) The parties hereto subscribe to the principles of the Human Rights Code of British Columbia. The Employer and the Union agree that there shall be no discrimination with respect to an employee's employment by reason of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age, criminal or summary conviction that is unrelated to the employment of that person, nor by reasons of his membership or activity in the Union.

(b) Harassment Defined

The Union and the Employer recognize the right of employees to work in an environment free from sexual and personal harassment. The Employer shall take such actions as are necessary respecting an employee or an Employer representative engaging in sexual or personal harassment.

- (c) Sexual harassment shall be defined as any sexually oriented practice that undermines an employee's health or job practice or endangers an employee's employment status or potential.

Personal harassment shall be defined as intentionally offensive comments or actions deliberately designed to demean and/or belittle an individual or cause personal humiliation.

#### **Section 4 - No Strikes or Lockouts**

- 1.04 There shall be no strikes or lockouts during the term of this Agreement in accordance with the Labour Relations Code.

#### **Section 5 - Managerial Exclusions**

- 1.05 The following positions shall be excluded from the bargaining unit:

• Chief Administrative Officer	• Director of Corporate Services
• Director of Financial Services	• Administrative Assistant or Assistant Corporate Officer
• Director of Fire Rescue and Emergency Services	• Deputy Director of Corporate Services
• Superintendent of Public Works	• Director of Community and Facility Services
• Building Inspector/Bylaw Enforcement Officer	• Director of Engineering and Public Works
• Director of Planning and Development Services	• Deputy Director of Fire Rescue and Emergency Services

- 1.06 No employee who is excluded from the bargaining unit shall perform any work normally performed by an employee in the bargaining unit except in the case of an emergency or when qualified employees within the bargaining unit are not available or refuse to work. The use and extent of use of volunteers shall be subject to mutual agreement between the Union and the Employer.

#### **Section 6 - Union Check-off and Induction**

- 1.07 The Employer agrees to the monthly check-off of all Union Dues, assessments, initiation fees and written assignments of amounts equal to the Union Dues.
- 1.08 The Employer shall, during the life of the Agreement, deduct as a condition of employment a sum equivalent to dues as set by the Union from the pay due each pay period to each employee and remit the same to the Financial Secretary of the Union in the month following in which such deductions are made. Each employee shall provide, as a condition of employment, a signed written Assignment of Dues to the Union, substantially in the form contained in Section 16 of the Labour Relations Code.
- 1.09 The Employer will at the time of making such remittances enclose a list of such employees from whose pay cheque such deductions are made and the amount deducted from each.

- 1.10 The Employer agrees to acquaint new employees with the fact that a Collective Agreement between the Parties is in effect and with the conditions of employment and providing the new employee an opportunity to meet with a Union Steward or Officer shortly after employment has commenced.

#### **Section 7 - Union Representation**

- 1.11 (a) The Employer agrees that the Union shall have the right to appoint or elect a Union Steward from each department of the Employer, but the number of Union Stewards shall at no time exceed four (4) in total.
- (b) An employee shall have the right to have a Union Steward or Union Officer and/or a CUPE National Representative present at any meeting, with a Supervisor or designate that is specific to any discipline meeting. Prior to the meeting the District will advise the employee of their right to Union representation.

- 1.12 The Union will provide the Employer with a list of names of its Officers and Stewards and of any changes to the list.

#### **Section 8 - No Other Agreements**

- 1.13 No employee shall be required or permitted to make a written or verbal agreement with the Employer or his representatives that may conflict with the terms of this Collective Agreement.

#### **Section 9 - Access to Personnel File**

- 1.14 Employees shall have the right, by appointment, to have access to and review their personnel file and shall have the right to respond in writing to any document contained therein, with the reply becoming part of the permanent record. No contents from the employee's file may be introduced as evidence in any hearing, of which the employee was not aware at the time of filing. If the employee requests a copy of their file the District will provide it for pick-up by the Employee within seven (7) business days at no cost to the employee.

Material of an adverse or disciplinary nature, excluding offences of a violent, harassment or discriminative nature shall be removed from the employee's own personnel file after thirty-six (36) months providing there has been no material or discipline of a similar nature added during that period.

## **ARTICLE II - MANAGEMENT RIGHTS**

2.01 Subject to the provisions of this Agreement, the Union acknowledges that the Employer has and retains the sole right and responsibility to manage its business as it sees fit, including but not limited to the following:

- (a) To plan, direct and control, its operations, to schedule activities to determine the methods, processes and means of production or other work, to contract and sub-contract work, provided that the jobs of the present employees of the Employer are not affected, to determine the location of facilities and the extent to which any part thereof shall be operated. However, in contracting work the Employer agrees to discuss with the Union before contract is let.
- (b) To hire, promote, demote, discipline, classify, transfer, assign, reassign and lay off employees for just cause, subject to the terms and conditions of this Agreement.
- (c) To direct the working force, including the right to decide on the number of employees needed by the Employer or the number of employees assigned to any task, to organize the work, to assign the work, to schedule shifts, to maintain order, and efficiency in the operations.
- (d) The selection of supervisors shall be entirely a matter for the Employer's discretion.
- (e) To make and to alter from time to time rules and regulations to be observed by all employees, which rules and regulation shall not be inconsistent with the provisions of this Agreement.

2.02 It is expressly understood that all rights not specifically covered by this Agreement shall remain the rights of the Employer and nothing in this Agreement shall be construed as limiting the regular and usual rights of the Employer.

2.03 The Employer has the right subject to the other provisions of this Agreement to decide how and by whom any work is to be performed. However, in the exercise of this right, the Employer will not contract out work that results in the lay-off of any permanent employee or a reduction in the regular hours of work of any permanent full-time employee.

### **2.04 Use of District Staff**

The Employer further agrees that if it has available qualified employees, possesses and has available equipment and services necessary to accomplish the work, the nature of which is normal and routine normally performed by its employees, it will be carried out by employees covered by this Agreement. The Employer has the right to hire casual employees in case of an emergency after calling out all permanent employees and notifying the Union.

2.05 The Employer shall exercise its management rights in a fair and reasonable manner.

### **ARTICLE III - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES**

3.01 The purpose of the following provisions are to preserve job security and stabilize employment and to protect as many permanent employees as possible from loss of employment as a result of technological change.

#### **3.02 Notification of Changes**

Sixty (60) days before the proposed introduction of any technological change affecting two (2) or more employees, as defined by the Labour Relations Code, the Employer shall notify the Union of the proposed technological change.

#### **3.03 Technological Displacement**

During the term of this Agreement any disputes arising in relation to adjustment to technological change shall be discussed between the bargaining representatives of the two (2) Parties to this Collective Agreement.

#### **3.04 Training Programs**

The Employer, may, instead of releasing any employee due to technological change, retrain the employee for another position for such period of time as the Employer thinks fit. The Employer will assume the cost of such retraining.

After the period of training, the employee shall have sixty (60) days to adapt fully to the new position. Should the employee not adapt in the management's opinion, to the new position, the employee may then be released by the Employer.

3.05 If any employee, displaced by technological change, is retrained or takes another position with the Employer, the employee shall remain in the previous rate, until such time as the rate of pay of the new job increases, if any, with a renegotiated agreement.

#### **3.06 Severance Pay**

No permanent employee shall be released because of technological change except upon two (2) week's notice, pay included, for each year of service, with a maximum of six (6) weeks, during which time the employee will be allowed up to ten (10) hours per week with pay, for the purpose of job interviews. Not less than two (2) days prior to the expiration of the aforesaid period of notice, the employee shall inform the Employer if the employee elects to receive severance pay as herein provided or wishes to be laid off in accordance with Article VI.

3.07 If the employee elects to receive severance pay, the employee shall lose seniority in accordance with Article VII of this Agreement and in the event the employee is rehired by the Employer at a later date, shall not again be entitled to severance pay as provided for in this Article.

**3.08** The amount of severance pay entitlement to an employee pursuant to this Article shall be as follows:

One (1) month's pay at regular rates for each three (3) full years of service completed by the employee provided however, that the severance pay shall not be less than one (1) month's pay or more than three (3) month's pay.

**3.09** Notwithstanding anything contained elsewhere in this Agreement, any employee laid off two (2) months or more, prior to the proposed introduction of a technological change, shall be deemed not to be affected by the technological change and therefore will not be eligible to any entitlements as described in this Article.

## **ARTICLE IV - DISCUSSION OF DIFFERENCES**

### **Section 1 - Committee on Labour Relations/Grievances**

4.01 The Employer shall appoint and maintain a committee to be called the "Committee on Labour Relations/Grievances" comprising of members of the District or its representatives. The Employer shall inform the Union of the individual membership of the Committee.

### **Section 2 - Union General Grievance Committee**

4.02 The Union shall appoint and maintain a committee to be called the "General Grievance Committee" comprising of persons who are employees of the Employer and who may be assisted by representatives of the Canadian Union of Public Employees. The Union shall inform the Employer of the individual membership of the Committee.

### **Section 3 - Grievance Investigations and Meetings**

4.03 The Employer agrees to grant time off without loss of pay during any working day to officers/stewards of the Union in order to investigate and settle grievances, and to attend scheduled meetings with representatives of management of the Employer, provided that not less than four (4) hours notice be given to the immediate supervisor by the Officer(s)/ Steward(s) of the Union so requesting the time off.

## **ARTICLE V - GRIEVANCE PROCEDURE**

**5.01** The Parties agree that it is desirable that any complaints or grievances should be settled as quickly as possible. Employees are therefore urged to try to settle their complaints with their immediate supervisor as soon after they arise as possible.

**5.02** Differences arising between the Parties concerning the interpretation, application, operation or any alleged violation of this Agreement, including any question as to whether any matter is arbitrable shall be settled without stoppage of work in the following manner.

**5.03 (a) STEP I**

Within ten (10) days after the alleged grievance has arisen or within ten (10) days from the time the employee(s) should reasonably have known of the occurrence giving rise to the grievance, the employee(s) concerned, in person, with their Shop Steward/Union General Grievance Committee Member in attendance, may present the grievance, in writing to the immediate exempt supervisor. Failing settlement to their satisfaction within three (3) days, the employee(s) may proceed to STEP II, within five (5) days.

**(b) STEP II**

The grievance shall be reduced to writing, signed by the employee and/or the Union Steward and/or member of the Union General Grievance Committee and shall be presented to the Chief Administrative Officer. Within two (2) days after its submission to the Chief Administrative Officer, the employee(s) concerned shall, with a Union Steward and/or a Union Representative(s) as identified in 5.03 above, meet with the Chief Administrative Officer to discuss and endeavour to settle the grievance. Failing a satisfactory settlement at this stage, the employee(s) may proceed to STEP III, within five (5) days.

**(c) STEP III**

A meeting of the Committee on Labour Relations/Grievances of the Employer and the General Grievance Committee of the Union shall meet within five (5) days of a written request for such a meeting to discuss and endeavour to settle the grievance. Failing to reach a satisfactory settlement of the dispute within five (5) days after such meeting has taken place, then the dispute shall be referred to arbitration as provided in Article 5.06. The Party advancing a grievance from Step III to Arbitration shall do so within thirty (30) days of the end of the period for Step III.

**5.04 Policy Grievance**

Any question of a general application or any dispute regarding the interpretation of or violation of this Agreement or a grievance by the Employer, shall be discussed by the Union President (or designate) and the Chief Administrative Officer in an attempt to settle the matter. Failing a satisfactory settlement within five (5) days of its submission and/or discussion, the Employer and/or the Union shall have the right, upon giving five (5) days notice in writing to the other Party; refer the dispute to STEP III of the grievance procedure.

#### 5.05 Time Limits

The time limits in this article (Article V - Grievance Procedure) may be varied and/or extended only by mutual agreement between the Parties.

#### 5.06 Composition of Arbitration Board

One (1) member is to be appointed by the Employer, one (1) by the Union and the third who shall be the Chairman of the Arbitration Board, by the two (2) thus appointed or, failing such appointment within two (2) weeks after either Party has given notice to the other requiring that such appointment be made, by the Director of the Collective Agreement Arbitration Bureau or by the Minister of Labour as appropriate, upon the application of either party. The decision of the said Arbitrators or any two (2) of them made in writing in regard to any difference or differences shall be final and binding upon the Employer, the Union and the employee(s) involved. The Parties may mutually agree to appoint a single Arbitrator to settle the grievance.

#### 5.07 Expenses of Arbitration Board

Each Party shall bear the expenses of the arbitrator appointed by such Party and shall pay one half (1/2) of the expenses of the Chairman.

## ARTICLE VI - LAY-OFF PROCEDURES

### Section 1 - Reduction of Work Force

6.01 A lay-off is defined as a temporary or indefinite and involuntary

- i. cessation of active employment of an employee;
- or ii. reduction of hours of work of a full-time employee;
- or iii. reduction of twenty-five percent (25%) or more of regularly scheduled hours of a part-time employee, average to be measured over a one (1) month period.

Both Parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in reverse order of their bargaining unit-wide seniority, subject to qualifications and ability to perform the work of the classification.

### Section 2 - Advance Notice of Lay-Off, Bumping

6.02 (a) The Employer shall give permanent employees who are to be laid off twenty (20) days notice (or pay in lieu) prior to the effective date of lay-off.

Any bumping rights must be exercised within seven (7) days of receipt of the notice of lay-off. An employee wishing to exercise the right to bump, must indicate at the time, the classifications into which the employee wishes to bump (in order of preference). A bump can only take place if the employee who bumps has the qualifications and ability to perform the work of the classification into which the employee is bumping. The right to bump shall include the right to bump to a higher rated position.

(b) In case of a lay-off, a permanent employee who has completed a period of employment of at least six (6) consecutive months shall advise the Employer of the decision whether to go on the recall-to-employment list for a period of eighteen (18) months or to accept severance pay based on the following formula:

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

When the employee has chosen to go on the recall list, or within the first twelve (12) months of the recall period the employee may advise the Employer that the employee renounces recall rights and the employee shall thereupon be paid the severance pay and recall rights shall immediately end.

### **Section 3 - Recall Procedure**

6.03 Subject to their ability to perform the work of the classification, employees shall be recalled in order of their seniority. The Employer shall notify the employee(s) by registered mail and shall give ten (10) days notice of the recall.

An employee who has exercised the right to bump shall be recalled to the classification from which the employee bumped, on the same terms and conditions as if the employee had been laid off.

Offers of casual or temporary employment to a laid-off employee with recall-to-employment rights shall not affect recall-to-employment rights whether the offer is accepted or not.

6.04 Laid off employee(s) failing to report for work of an ongoing nature within ten (10) days of the date of receipt of notification by registered mail, shall be considered to have abandoned their right to re-employment. Employee(s) required to give two (2) weeks' notice to another Employer shall be deemed to be in compliance with the ten (10) days provision.

### **Section 4 - No New Employees**

6.05 No new employee(s) shall be hired, until those laid off employees have been given an opportunity to recall, subject to their ability to perform the work of the classification. Part time employees with recall hours or rights will be called for casual hours up to the average number of hours worked in the calendar year prior to lay-off, before a laid off employee is called for casual hours. Part-time employees will not be allowed to fill casual hours outside of their classification when there is a laid off employee willing and available to work the casual hours, subject to their ability to perform the work of the classification.

### **Section 5 - Grievances of Lay-off and Recalls**

6.06 Grievances concerning lay-offs and recalls shall be initiated at Step II of the Grievance Procedure.

## ARTICLE VII - SENIORITY

### Section 1 - Definition and Calculation of Seniority

7.01 Seniority is defined as the length of service in the bargaining unit and shall operate on a bargaining-unit-wide basis unless specified elsewhere in this Agreement.

(a) **Permanent Employees**

Following the probationary period, seniority shall commence from the service date of the employee and shall govern in all areas of this Agreement.

(b) **Casual/Temporary Employees**

On completion of ninety (90) calendar days worked in a twelve (12) month period, casual and temporary employees shall have such days in the twelve (12) month period accrued and considered as if seniority for the sole purpose of being considered for employment in a permanent position when applying for same. This shall not apply to a student employee or if twelve (12) months has passed without any days worked.

### Section 2 - Seniority Lists

7.02 The Employer will keep a record showing seniority and the date upon which each employee's service commenced. An employee may request information relative to their own seniority. The President or Secretary of the Union will be supplied, on request, with the necessary information relative to the seniority and base rate of any employee or group of employees. The Employer shall post a seniority list every year and shall provide a copy to the Union.

### Section 3 - Loss of Seniority

7.03 An employee shall not lose seniority rights if absent from work because of sickness, accident, lay-off or leave of absence approved by the Employer.

An employee shall lose seniority and be deemed to be no longer employed in the event the employee:

- (1) is discharged for just cause and is not reinstated.
- (2) resigns in writing and does not withdraw within three (3) days.
- (3) is absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- (4) fails to return to work within ten (10) calendar days following a recall after lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his/her current address.
- (5) is laid off for a period longer than eighteen (18) months.
- (6) accepts severance pay.
- (7) retires in accordance with the Pension (Municipal) Act.

## **ARTICLE VIII - JOB DESCRIPTION, POSTING, VACANCIES & APPOINTMENTS**

### **Section 1 - Job Description**

8.01 The classifications shall be as listed in Schedules A, B, and C.

If a new classification is established by the Employer, the rate and classification specifications will be established by the Employer and the Union will be advised.

The position can be filled following normal procedures. If the Union objects to the new rate, in writing, within thirty (30) days, the parties will meet to negotiate the rate. If the parties cannot agree on the new rate, the rate will be determined by a one-person (1-person) arbitration board established as provided for a three-person (3-person) board in the final step of the grievance procedure under this Agreement.

8.02 Reclassification

If an employee believes that as a result of changes in duties, the employee no longer falls within the employee's classification, the employee may apply for reclassification to another or to a new classification. The application will be considered by the Employer and a written response given within thirty (30) days and if the employee is not satisfied with the result, the Union may process the matter at Step II of the grievance procedure. Should no settlement be reached, the arbitration step may be utilized with a one-person (1-person) arbitration board. The arbitrator, in such a case, is limited to determining which of the existing classifications is appropriate or requiring the Employer to establish a new one which is appropriate. The reclassification and a rate of pay shall be retroactive to the date the employee first applied for the successful reclassification.

8.03 Changes in Classification

If an existing classification specification is altered by the Employer, the Union will be provided with the revised specifications together with the rate deemed appropriate by the Employer. If the Union objects to the new rate within thirty (30) days the procedure will be followed as outlined above for a new classification.

8.04 Elimination of Change of Classification

Existing classification, for which the Union is bargaining agent, shall not be eliminated without prior agreement with the Union.

## **Section 2 - Job Posting**

8.05 (a) Prior to filling any vacancy or new position covered by this Agreement, the Employer shall post notice of such vacancy or new position at each Department's bulletin board for a minimum of five (5) working days. Each employee who applied for a position in response to a posting shall be notified of the result within fourteen (14) days of the closing date for applications.

(b) Temporary vacancies expected to be more than four (4) weeks in duration shall be posted in accordance with the above. At the completion of a temporary posting, a permanent employee shall revert to the job classification and rate of pay which the employee held immediately prior to commencement of the temporary posting.

### **8.06 Information on Posting**

(a) A job posting shall contain the following information; classification, whether it is full-time, part-time, temporary, or casual, nature of position, qualifications, skills, knowledge and education required, current shift, current rate, term of the position if temporary, and the closing date for application to the position.

(b) i) The hours of work for all fulltime postings will be in accordance with Article X.

ii) The hours of work for all part-time postings will be posted at a minimum of seven (7) or eight (8) hours per week depending on the classification of the posting.

iii) Casual postings will not include weekly hours minimums.

(c) The Employer will ensure that all postings are open to all applicants and that qualifications are not established in a discriminatory manner.

8.07 No new employees shall be hired until a job posting has elapsed and present employees have had the opportunity to apply for such vacated or created positions. This shall not prevent the Employer from filling the position temporarily from within the bargaining unit during the procedure to fill the vacancy.

## **Section 3 - Probationary Period**

8.08 From the date of hiring, employees shall be on probation to determine capability and suitability for the position and for employment with the Employer, as determined by the Employer, for a period of forty (40) days worked. During this period the employee is entitled to all rights and benefits including the grievance procedure, unless otherwise specified in this Agreement, and during this period the employee can be terminated at any time without notice, at the discretion of the Employer.

#### **Section 4 - Appointment of Successful Applicant**

- 8.09 (a) The Employer agrees that seniority shall be the determining factor in all appointments, with the exception of sections 2.01 (d) and 8.09 (b). Therefore, when making staff changes, appointment shall be made of the employee with the greatest seniority and having the required qualifications and ability to do the job.
- (b) Employees in the Operator/Maintenance classifications will progress through the classifications of the Operator 1, 2, 3 and Maintenance 1, 2, and 3 classifications, provided the employee possesses full knowledge, skill, ability and experience for the classification and has been performing satisfactorily in the classification and after holding their present classification level position for one year. The trial period (Step 1) does not apply to employees being promoted under this article.

New employees or employees who have transferred from another department will be ineligible for progress through the classifications for a minimum of one year following completion of the employee's trial or probation period.

#### **Section 5 -Trial Periods**

- 8.10 (a) When an existing employee is the successful applicant to a position, the employee shall be placed on trial in the position, to prove their ability, for a period of thirty-five (35) working days. If the successful applicant is presently filling the position on a temporary basis, has been doing so for more than a period of thirty-five (35) working days, and deemed by the employer to have been performing the full duties of the job, they will be deemed as having completed their trial period. Conditional on satisfactory performance and ability to do the job when evaluated by the Employer, the employee shall be considered permanent in the position upon completion of the trial period. In the event the employee is unable to perform the duties of the position satisfactorily or if the employee chooses to return, except in the case of bumping, the employee shall be returned to the employee's former position. Any other employee moved as a result of the appointment shall also be returned to their former position and anyone hired may be terminated without notice.
- (b) The rate of pay for an employee during their trial period will be as follows:
- i. If an employee after their trial period will receive an increase in pay at Step 2 of the new classification, they will be paid either the Step 1 rate of their new classification, or remain at their present Step 2 rate of their old classification, whichever is greater, until the completion of the trial period.
  - ii. If an employee will receive a decrease in pay at Step 2, of the new classification, they will receive the Step 1 rate of their new classification until the completion of the trial period.

## **Section 6 - Transfers**

- 8.11 No employee shall be transferred to a position either within or outside of the bargaining unit without their consent.
- 8.12 An employee may be temporarily transferred to a position both within and outside of the bargaining unit. When an employee accepts a transfer to a position, it will be confirmed with the employee in writing, copied to the Union, of the duration of the temporary transfer. If the transfer has the same rate of pay as the employee's former position, the employee shall remain at this pay level. If the new position is of a lower rate the employee will remain at their present rate. If the new position is at a higher rate the employee will receive that rate.
- 8.13 In all cases of a transfer, both within and outside the bargaining unit, such temporary transfer will not exceed sixty (60) working days unless the Parties to this Agreement mutually agree to extend the time limit(s). Positions within the bargaining unit involved in a transfer extending beyond the sixty (60) days shall be considered as a permanent position and must be posted and filled as per the Collective Agreement.
- 8.14 If an employee is transferred to a position outside of the bargaining unit, the employee shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. An employee shall have the right to return or be returned to their former position in the bargaining unit during the sixty (60) working day period. Such return shall not result in the lay-off or bumping of a permanent employee.

## **ARTICLE IX - LEAVE OF ABSENCE**

### **Section 1 - Unpaid Leave - General**

- 9.01 For every five (5) years continuous service, an employee may request, in writing, an extended unpaid leave of absence, giving the longest possible advance notice. Such leave shall be no longer than six (6) months. Every effort shall be made to comply with such requests providing that replacements to ensure proper operation of the Employer's business can be found. Notice granting such leaves shall be in writing.
- 9.02 The Employer, at its discretion, may grant leave of absence without pay to any employee if such leaves are for good and sufficient purposes, provided that vacation and/or banked time are unavailable to the employee.
- 9.03 Any employee granted unpaid leave of absence totalling up to twenty (20) working days in any year shall continue to accumulate seniority and all benefits and shall return to their former job and increment step.

If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) working days in any year, the employee shall not accumulate benefits from the twenty-first (21<sup>st</sup>) day onward. Should the employee wish to have benefits continue during such leave(s), the employee shall pay the full premiums for them in advance. This shall not apply in the case of pregnancy leave.

### **Section 2 - Union Leave**

- 9.04 The Employer agrees to grant leave of absence without pay to any two (2) employees elected or appointed to represent the Union at conventions; or other Union business; up to a maximum of thirty (30) working days per calendar year, provided that reasonable notice in writing is given to the Employer. Any employee on leave on Union business shall continue to receive full pay and benefits from the District and the Union shall reimburse the Employer for all pay and the prevailing benefit factor during the period of absence.

#### 9.05 Union Long Term Leave

- (a) Long term leave of absence without pay shall be granted to employees designated by the Union to transact Union business for specific periods of not less than fourteen (14) days or a maximum of sixty (60) days unless this would unduly interrupt the operation of the department. Such requests shall be made in writing two (2) weeks in advance to minimize disruption of the department. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to obtaining such leave. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions.
- (b) Every effort will be made by the Employer to retain employees on unpaid leave of absence for Union business, on the Employer's payroll and where such employees are retained, the Union shall reimburse the Employer for the wages and benefits involved. This provision does not apply to employees on extended leaves of absence, who are employed by the Union on a permanent full-time basis.

#### 9.06 Collective Bargaining Leave

Leave of absence shall be granted without loss of pay to a maximum of three (3) employees designated by the Union for the purpose of collective bargaining. Seniority and all benefits shall accumulate during such leave.

### Section 3 - Bereavement Leave

- 9.07 (a) In the case of the death of a spouse, common-law spouse, child or a step child, a parent or step parent an employee shall be granted five (5) work days of bereavement leave without loss of pay or benefits.
- (b) In case of the death of a parent-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandparent-in-law or grandchild, an employee shall be granted three (3) days bereavement leave, or five (5) days bereavement leave if the employee travels beyond five-hundred (500) kilometers from Elkford to attend the bereavement without loss of pay or benefits.
- (c) Where any bereavement occurs beyond five-hundred (500) kilometers from Elkford, such bereavement leave shall also include two (2) days traveling time, without pay. In extenuating circumstances the Employer may approve reasonable extensions of bereavement leave, without pay and may also consider situations where the employee requests such leave to be allocated in a flexible manner based on circumstances.

9.08 Pallbearer Leave

One (1) day leave with pay shall be granted an employee to attend a funeral as a pallbearer.

9.09 Jury and/or Court Leave

An employee, who is subpoenaed for jury duty or as a witness, shall continue to receive regular pay. The Employee shall turn over to the Employer any monies received from the Crown for the days normally scheduled to work, provided that this does not exceed the regular pay rate.

**Section 4 - Effects of Leave**

9.10 It is understood that where the Employer grants time off to an Employee, or a leave of absence pursuant to Article IX, the Employee shall not lose seniority rights and shall be entitled to return to the job previously held, had not the time off/leave of absence been taken.

## **ARTICLE X - HOURS OF WORK, OVERTIME AND WAGES**

### **Section 1 - Hours of Work**

#### **10.01 Normal Weekly Hours of Work**

The normal weekly hours of work are forty (40) hours for permanent full-time employees in Schedules A and C and thirty-five (35) hours for permanent full-time employees in Schedule B. All present permanent full-time employees are guaranteed said hours of work.

The normal work week for the full-time Leisure Services Clerk 1 and 2, in Schedule C, shall be thirty-five (35) hours.

Shift premium will be paid after five (5:00) pm in Schedule C.

#### **10.02 Normal Work Day**

The normal work day for full-time employees in classifications in Schedules A and C shall be eight (8) consecutive hours of work, exclusive of a meal period, at the employee's designated working place in a twenty-four (24) hour period.

The normal work day for full-time employees in classifications in Schedule B shall be seven (7) consecutive hours of work, exclusive of a meal period, at the employee's designated working place in a twenty-four (24) hour period.

The normal work day for the Leisure Services Clerk 1 and 2 in Schedule C, shall be seven (7) consecutive hours exclusive of a meal period.

#### **10.03 Normal Work Schedules**

The normal work schedules during the week for full-time employees in Schedules A and C shall be any five (5) consecutive days in the work week followed by two (2) consecutive days of rest.

Public Works employees in Schedule A may be assigned to a five (5:00) am to one (1:00) pm shift, starting no earlier than October fifteenth (15<sup>th</sup>) and ending no later than March thirty-first (31<sup>st</sup>).

The normal work schedule for full-time employees in classifications in Schedule B shall be Monday to Friday between eight (8:00) am and four (4:00) pm

All permanent and temporary employees normally shall have at least two (2) consecutive days of rest each week.

## **Section 2 - Variations to Hours of Work**

### **10.04 Variations**

The normal weekly and normal daily hours of work for an employee can be varied by mutual agreement of the Union and the Employer.

10.05 The work day is any day an employee is normally at work according to their assigned schedule commencing at the time the employee is scheduled to commence work and ending twenty-four (24) hours later.

An employee shall have a minimum of eight (8) hours rest between the end of the previous day's shift and the commencement of the next.

- 10.06 (a) When an employee reports for a regular shift and is sent home because no work of any kind is available, they shall be paid for all the hours they were scheduled to work at their base rate for their regular shift. The Employer may provide other duties to the employee that are not normally tasked to that particular employee.
- (b) The employer will consider a request from an employee who volunteers to be sent home without pay or have their shift split.
- (c) This provision shall not apply when an employee has been absent from their regular work period and fails before reporting to work to notify their supervisor of their intention to return to work.

10.07(a) Permanent part-time employees shall be offered the opportunity to accept or reject additional hours within their department for positions that they are qualified for and able to perform, including hours to cover vacancies of permanent employees, if those additional hours are equal to or in excess of two (2) hours, before Casual employees are offered these hours.

(b) For the purposes of offering additional hours to permanent part-time employees before calling in casuals, the organization of the District consists of four (4) departments;

1. Public Works
2. Leisure Services
3. Fire Rescue Services
4. District Office

## **Section 3 - Split Shifts**

### **10.08 Split Shifts**

Daily shifts may be split, but not more than once, for all permanent part-time, temporary and casual employees in Schedule A and C.

Split shifts for any other employees shall only take place following mutual agreement between the Union and the Employer.

A split shift shall not finish more than twelve (12) hours after its start on that day.

No segment of a split shift shall be less than two (2) hours.

#### **Section 4 - Shifts and Shift Premiums**

- 10.09 (a) The normal shifts will be day shift, commencing at seven (7:00) am; afternoon shift, commencing at four (4:00) pm; graveyard shift, commencing at twelve (12:00) midnight. The Union and employee shall be notified at least twenty-four (24) hours in advance of any shift change. The Employer may, at its discretion, establish work shifts at different hours for any operation, Employee, or group of employees, because of emergencies, breakdowns or preparations work. Other shifts may be established by mutual agreement between the Employer and the Union.
- (b) Employees working on multiple shift jobs must not leave their place of work at the end of the shift before their regular replacement or qualified replacement as designated has reported for work, unless they have obtained permission from their supervisor to leave the job.
- 10.10 Permanent and temporary employees employed on afternoon or night shift schedules Mondays to Fridays shall be paid a premium of seventy-five (\$0.75) cents per hour for regularly scheduled straight time hours of work on afternoon and night shift.

Permanent and temporary employees employed on Saturday and/or Sunday shift schedules shall be paid a premium of one dollar and twenty-five cents (\$1.25) per hour for regularly scheduled straight time hours of work on such shifts.

Employees who hold a permanent or temporary position in any Schedule are entitled to shift premiums.

These premiums shall not be paid for work performed for overtime or statutory holiday rates.

#### **Section 5 - Tradesmen**

- 10.11 When requested by the employer, employees who hold a Tradesperson certification but who are not classified as Tradespersons shall receive the trades rates of pay when performing trades work that they hold certification in.

#### **Section 6 - Overtime**

##### **10.12 Overtime Defined**

All time worked before or after a full-time employee's regular shift or a full-time employee's regular work week, shall be considered overtime.

- 10.13 All overtime shall be on a voluntary basis except in an emergency. Overtime shall be divided as equally as reasonably possible over a reasonable period of time. Qualifications of employees may be considered in offering overtime.

- 10.14 (a) The Employer will offer overtime to permanent employees and regular time to employees on lay off before calling in casuals.
- (b) For purposes of offering overtime to permanent employees before calling in casuals, the organization of the District consists of four (4) Departments.
1. Public Works
  2. Leisure Services
  3. Fire Rescue Services
  4. District Office
- (c) Employees assigned to one Department will not be offered overtime in another unless all permanent employee(s) in the originating department are unavailable or refuse overtime, in which case the District may offer overtime to employees from another department provided they meet the knowledge, skills and abilities

**10.15 Payment of Overtime**

- (a) Overtime shall be paid at the rate of time and one-half (1½x) for the first two (2) hours of time worked beyond the regular shift subject to subsection (b).
- (b) All time worked beyond these two (2) hours in any regular shift and all hours worked on an employee's regular day off, shall be paid at double (2x) time. The first two (2) hours of overtime in any day shall be accumulated to six (6) hours per week at time and one-half (1½x) rates and double (2x) time thereafter, for all hours worked in excess of six (6) hours per week.
- 10.16 Where an Employer changes an employee's work shift with the result that the employee has a short change which is not a normal part of a work schedule, the employee shall be paid overtime rates for the hours worked of the second shift which are within the same work day as the first shift.
- 10.17 If a permanent or temporary employee is called out to work at a time other than in the beginning of their regular shift they shall receive either overtime rates for the time actually worked outside of the scheduled work shift or four (4) hours pay at their base rate, whichever is greater. The four (4) hours minimum does not apply, however, when the call-out overtime continues into the employee's regular work shift or if the employee is called back to work before leaving the premises.

**Section 7 - Accumulation and/or Time Off**

- 10.18 An employee shall be allowed time off in lieu of payment at an agreeable time to both Parties at applicable overtime rates if accrued time off is taken within ninety (90) days of time worked.

### **Section 8 - Wages**

- 10.19 A premium shall be paid for hours worked to all employees performing activities in Appendix 1 (one). Said premium shall be one dollar (\$1.00) per hour.
- 10.20 An employee appointed lead hand shall receive an additional six (6%) percent over and above their regular rate of pay. When appointed to lead hand, the employee will temporarily be expected to carry out all of the duties of the supervisor, provided they have the qualifications, training and ability to do the job. This lead hand designation and associated responsibilities only applies to paid working hours.
- 10.21 A part-time employee, casual employee or student employee who reports for work as required by the Employer shall be paid for the entire period(s) of work that day with a minimum of two (2) hours pay.

### **Section 9 - Stand-by**

- 10.22 (a) On a rotating, volunteer basis or by assignment if there are no volunteers, the Employer may designate an employee for stand-by duty. All employees who are required to carry a cell phone after work hours are deemed to be on stand-by, subject to subsection (b) of this article. Employees will be compensated as follows:
- Monday to Friday - from three-thirty (3:30) pm to seven (7:00) am the following day – fifty dollars (\$50) per day.
  - Saturday, Sunday or statutory holiday - for twenty-four (24) hours, beginning seven (7:00) am and ending at seven (7:00) am the following day – one-hundred dollars (\$100) per day.
- (b) An employee who holds a permanent Supervisor position does not receive stand-by pay for carrying a cell phone as such duty is deemed included in their classification description and compensation as per the pay schedules in this Collective Agreement. If the Supervisor is included in the stand-by rotation schedule such employee will be entitled to stand-by pay as per sub-section (a).
- (c) If a Public Works employee is required to do work other than to check for snowfall and slippery road conditions generally and at four-thirty (4:30) am and four (4:00) pm, the employee on stand-by shall be paid for minimum of two (2) hours at overtime rates for the actual time worked in addition to the stand-by pay.
- (d) An employee placed on stand-by duty shall be required to respond to their designated work place within twenty (20) minutes from the time of receiving the initial call. This does not apply to the permanent Supervisor who is not on stand-by.

## ARTICLE XI - STATUTORY HOLIDAYS AND ANNUAL VACATIONS

### Section 1 - Statutory Holidays

11.01 A permanent full-time employee shall receive a day off with pay for all statutory holidays listed in Section 1 of this Article, provided they have been in the employ of the Employer for at least thirty (30) days and has earned wages for at least fifteen (15) days during the thirty (30) calendar days immediately preceding the holiday. Earned wages include paid vacation, banked time, statutory holiday pay and sick leave.

A permanent part-time employee shall be paid five point two six percent (5.26%) of gross pay, on each pay cheque, in lieu of pay for all statutory holidays (including the floating statutory holiday).

A non-permanent employee shall be paid four point four two percent (4.42%) of gross pay, on each pay cheque, in lieu of pay for all statutory holidays (including the floating statutory holiday).

11.02 In the event of illness or accident occurring prior to or on the scheduled day following said statutory holiday and providing such occurs during the course of time employed, the employee shall present to their foreman a doctor's certificate substantiating the illness or accident.

11.03 The recognized Statutory Holidays shall be as follows:

New Year's Day	BC Family Day	Good Friday
Easter Monday	Victoria Day	Canada Day
British Columbia Day	Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day	Boxing Day

and all days proclaimed by Local Government, Provincial or Federal Government. In addition to the named holidays, each employee, who has obtained seniority with the Employer, shall be entitled to a floating statutory holiday during each year in the Employer's employ, which shall be taken at a time of the employee's choice provided the employee has provided management with prior notice of not less than seven (7) days.

(a) Once an employee has passed their probationary period, they are entitled to one (1) Floating Holiday per year. Floaters will be assigned by calendar year, January to December. Floaters must be used up by December 31<sup>st</sup> of each year. Unused floaters will not be carried over; they will be paid out at year-end.

Floaters which are unused at time of termination of employee will be lost.

11.04 Recognizing the unique operational requirements of each department, statutory holidays will be observed on the calendar day on which they fall.

**11.05 Pay for Work on Statutory Holidays**

- i) An employee who is scheduled to work on a statutory holiday shall be paid at the rate of one and one-half (1 ½x) times their basic rate
- ii) In the event an employee works overtime on a statutory holiday, the applicable rate shall be triple time (3x) their basic rate.
- iii) An employee who works on a statutory holiday shall, in addition to the pay referred to in Article 11.05 (i) or (ii), receive another day off in lieu with pay, unless the employee is not eligible for the statutory holiday as defined under article 11.01. Such day off with pay to be taken within ninety (90) calendar days.

**11.06 It is agreed that employees who work a statutory holiday shall not be required to work on more than three (3) statutory holidays in any one (1) year and it is further agreed that when employees are required to work on a statutory holiday, they shall be scheduled on a rotation basis.**

**11.07 When any of the above noted holidays falls on an employee's scheduled day off, the employee shall receive a day's pay or another day off with pay. Such day off with pay to be taken within ninety (90) calendar days.**

**11.08 When any such holiday falls during an employee's vacation with pay and they would have become entitled to pay for such a holiday not worked, had the employee not been on vacation, they shall receive an additional day of vacation with pay in lieu thereof.**

**Section 2 - Annual Vacation**

11.09 Vacation Year

The vacation year shall be the calendar year.

11.10 (a) Vacation Year Entitlement - Permanent Employees

Vacation leave with pay is pro-rated for part years of service, based on complete calendar months of service, except in the case of an employee off work with compensable WCB claim. An employee off work with a compensable WCB claim shall receive vacation leave with pay for a period of one (1) year as if he/she had worked.

Vacation leave with pay shall be taken during the calendar year in which it is being earned and any as yet unearned days of vacation leave with pay in that calendar year which are taken shall be an advance (repayable to the Employer) to the employee.

Permanent part-time employees will have their vacation entitlement prorated based on hours worked.

Any employee who is on leave with an approved WorkSafe, Short Term Disability or Long Term Disability claim will accrue years' of service as if they were working for vacation entitlement calculations.

Vacation Leave and Vacation Leave pay, are earned by a permanent employee on the following basis for the complete calendar year of service:

- (b) Vacation Year Entitlement - Permanent Employees (employed on or prior to November 26, 2012). Effective January 1, 2022, all Permanent Employees will receive this entitlement.

<u>Calendar Year of Service</u>	<u>Rate of Vacation Leave For Complete Year</u>	<u>% of Gross Earnings</u>
1	10 days	4.0%
2	15	6.0
3	16	6.4
4	17	6.8
5	20	8.0
6	21	8.4
7	22	8.8
8	23	9.2
9	24	9.6
10	25	10.0
11	26	10.4
12	27	10.8
13	28	11.2
14	29	11.6
15	30	12.0
16	31	12.4
17	32	12.8
18	33	13.2
19	34	13.6
20 and thereafter	35	14.0

- (c) Vacation Year Entitlement - Permanent Employees (new employees after November 26, 2012). Effective January 1, 2022, this clause is expired.

<u>Calendar Year of Service</u>	<u>Rate of Vacation Leave For Complete Year</u>	<u>% of Gross Earnings</u>
1	10 days	4.0%
2	12	4.8
3	13	5.2
4	14	5.7
5	15	6.0
6	16	6.4
7	17	6.8
8	18	7.4
9	19	7.8
10	20	8.0
11	21	8.4
12	22	8.8
13	23	9.2
14	24	9.6
15	25	10.0
16	26	10.4
17	27	10.8
18	28	11.2
19	29	11.6
20 to 24	30	12.0
25 and thereafter	35	14.0

**11.11 Vacation Pay - Permanent Employees**

While on vacation leave with pay, a permanent employee will continue to receive pay as if the employee was at work and the amount will be based on that employee's normal basic work pattern. Such pay will be paid on the second last working day prior to the start of the vacation leave with pay, provided the employee so requests at least two (2) weeks prior.

At the end of December in each calendar year or on the separation of a permanent employee, an adjustment will be made to the pay of the permanent employee so that the pay for the vacation leave for that calendar year is the percentage of gross earnings as noted in 11.10 above in that calendar year; for the calendar year of service involved.

**11.12 Vacation Pay - Casual and Temporary Employees**

A casual and a temporary employee shall be paid vacation pay of four (4%) on each pay cheque.

#### 11.13 Vacation Schedules and Preference

Vacation leave preferences will be sought from the employees during the first week of March each year for the calendar year. Preliminary Vacation Leave Schedules shall be posted by March 15 and final Vacation Leave Schedules by April 1. Vacation leaves on the final schedule may be changed by mutual consent of the employee and Employer; or in the case of emergency, by the Employer or employee.

If sufficient days are available to credit, normally an employee shall endeavour to take vacation leave in blocks of at least one (1) week.

Preference in the selection of vacation periods shall be by seniority, except for vacations approved for dates that are prior to April 1.

An employee on probation shall not be allowed to take vacation leave with pay during the probationary period.

#### 11.14 Carry Over of Vacation

When the Employer cancels vacation due to an operational emergency, an employee may carry over vacation by mutual agreement with the Employer, in writing. Such request will be considered by both the employee's Director and the Chief Administrative Officer. Such carry over will not exceed the amount of cancelled vacation and will not be approved if the employee was reasonably able to take such vacation time.

## **ARTICLE XII - GENERAL PROVISIONS AND CONDITIONS OF EMPLOYMENT**

### **12.01 Employer Property**

Employees must return to the Employer all the Employer's property in their possession at the time of termination of employment.

### **12.02 Badges and Insignia**

Employees shall be permitted to wear Union pins or badges.

### **12.03 Tools**

Tradespeople working for the Employer are to receive fifty percent (50%) of the cost of the price of new tools, which are used on the job, subject to the approval of the Employer.

If the District is unable to provide insurance directly, the District shall reimburse the employee's private fire insurance covering the tools and tool boxes owned by the employee and used in their duties with the District.

### **12.04 Rest and Meal Period**

The shift of an employee who is required to be available for work and/or to work during a meal period because of the particular needs of the job shall have the time considered as part of the regular shift. Such a period shall be twenty (20) minutes.

Each employee shall be permitted a ten (10) minute paid rest period during each of the first half and the second half of a full-time shift, on the job. An employee working less than a full-time shift shall have one (1) paid rest period during each continuous three-and-one-half (3 ½) or four (4) hours of regular working time.

**12.05** The meal period for an employee shall be thirty (30) minutes or sixty (60) minutes, on the employee's own time. It shall be scheduled at an appropriate time, normally mid-shift for a full-time employee. This time may be varied where the conditions warrant.

**12.06** All employees shall be given a meal or meal allowance of fifteen dollars (\$15.00) after working three (3) hours overtime on the extension of a normal day.

### **12.07 Bulletin Boards**

The Employer agrees that the Union shall have the right to maintain a bulletin board(s) in a conspicuous and convenient place(s), provided that the use of such shall be restricted to the posting of notices regarding the business affairs, meetings, social events and reports of the Union.

#### 12.08 Duty to Accommodate

In circumstances where an employee may be unable to perform the regular duties of his/her position due to a mental or physical disability, the Employer and the Union, together with the affected employee, shall meet to discuss and to consider the available evidence regarding the existence and nature of the disability and, if necessary, options with respect to the accommodation of the employee.

The parties agree to work together to consider how the employee's disability can best be accommodated without causing undue hardship to the Employer, the employee, or the Union. The affected employee shall participate and cooperate fully in this process.

## **ARTICLE XIII - SICK AND FAMILY LEAVE**

### **Section 1 - Sick Leave**

13.01 Sick leave means the period of time a permanent full-time and permanent part-time employee is permitted to be absent from work by virtue of being sick, disabled or because of an accident for which compensation is not payable under the "Worker's Compensation Act".

13.02 Each permanent full-time employee on completion of the required probationary period, shall receive six (6) days paid sick leave per year, calculated in hours, (pro-rated for first year of employment), and that up to three (3) days unused sick leave can be carried forward to the following year with a cap of nine (9) days in any calendar year, but will be dissolved when an employee leaves the employment of the District. Permanent part-time employees will have their entitlement pro-rated based on hours worked.

If an employee has no sick leave available, the employee may choose to take additional leave as:

- Vacation time;
- Banked time;
- Unpaid leave supported by a Doctor's note for the duration of the elimination period for Short-term Disability Benefits
- If further unpaid medical leave is required, the employee may apply for leave pursuant to Article 9.02.

13.03 An employee reporting sick shall, by available technology, confirm contact with their immediate supervisor prior to the commencement of their shift and any employee found to be wilfully misrepresenting themselves as being sick shall be subject to disciplinary action.

13.04 After three (3) days, the Employer may request a qualified medical practitioner's certificate proving the illness of the employee. The Employer shall be responsible for the cost of obtaining a medical certificate confirming the ability or inability of an employee to work, if required by the Employer when the employee is applying for sick leave.

13.05 Should an eligible employee while on vacation become sick or disabled and require hospitalization or medical care, the Employer shall approve substituting sick leave and short-term disability for the vacation leave upon receipt of an approved medical certificate confirming such hospitalization or medical care and any subsequent inability to work.

### **Section 2 - Family Leave**

13.06 An employee is entitled up to five (5) days of family leave during each employment year to meet responsibilities related to:

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

An employee is entitled to use a maximum of three (3) sick leave days per year as paid family leave. Any other family leave days shall be unpaid.

**ARTICLE XIV - MATERNITY/PARENTAL LEAVE**

- 14.01 On completion of the probationary period an employee who becomes pregnant shall qualify for maternity leave and the Employer shall not deny the employee the right to continue employment during the period of pregnancy.
- 14.02 Upon written request, the District shall grant Maternity Leave, Parental Leave and Adoption Leave without pay and without loss of seniority in accordance with the Employment Standards Act of British Columbia and any other Federal Regulations
- 14.03 Should an employee require a longer period of maternity and/or parental leave because of health reasons and/or complications, an extension up to a maximum of three (3) months unpaid leave of absence will be granted on production of a medical certificate.
- 14.04 Employees shall retain full employment status and accumulate all benefits of this Agreement while on maternity/parental/adoption leave.
- 14.05 An employee shall give the Employer at least two (2) weeks' notice/advice of the employee's return to work after maternity and/or parental/adoption leave of absence and the employee shall be returned to their former position. However, if their former position no longer exists, then the employee shall be placed in an equivalent position in their department.
- 14.06 The provisions of the Employment Standards Act of British Columbia and Federal Regulations with respect to maternity and/or parental leave shall apply to a permanent, temporary and casual employee.

## **ARTICLE XV - BENEFITS AND HEALTH CARE PLANS**

### **15.01 Superannuation**

All eligible employees shall be covered for superannuation in compliance with the Pension (Municipal) Act.

### **15.02 Employment Insurance**

The Employer agrees that all employees shall remain insurable under the Employment Insurance Act.

### **15.03 Premiums**

The Employer will pay one hundred percent (100%) of the premiums for the plans as outlined in 15.04, 15.05, 15.06, 15.07, 15.08, 15.09 and 15.13. Such benefits, excluding article 15.09 shall extend past age sixty-five (65) providing the employee continues to work and the benefits are able to be provided by the benefit carrier.

### **15.04 Medical Services Plan of B.C.**

Medical Services Plan of British Columbia has been changed from an individually paid premium system to a system funded by an employer paid payroll tax. If the government, at any time in the future, reverts back to an individually paid premium system from the employer paid payroll tax, the parties agree that the employer will pay 100% of the premium for eligible benefited full-time and part-time employees on the same basis as exists in the 2016 – 2021 collective agreement.

### **15.05 Extended Health Insurance**

- participation is a condition of employment;
- all permanent employees normally working seventeen and one-half (17 ½) hours or more per week are eligible;
- coverage begins at the beginning of the month after successful completion of the probationary period;
- coverage includes vision care with maximum payment of eight-hundred dollars (\$800) in a twenty-four (24) month period per insured family member;
- the District shall provide coverage of up to one hundred dollars (\$100.00) for the actual cost of an eye examination in a twenty-four (24) month period per insured family member;
- coverage includes a 100% direct payment pharmacy plan with nil deductible;
- The maximum, per person per calendar year, is five hundred dollars (\$500.00) for each of the following services: Acupuncturist, Chiropractor, Naturopath, Massage Practitioner, Physiotherapist, Podiatrist (including Chiropodist combined), Psychologist, Speech Language Pathologist and Osteopath.

#### 15.06 Dental Insurance

- participation is a condition of employment;
- all permanent employees normally working seventeen and one-half (17 ½) hours or more per week are eligible;
- coverage begins at the beginning of the month after successful completion of the probationary period;
- pays one-hundred percent (100%) of Plan A, basic services;
- Fifty percent (50%) of Plan B, major services with annual maximum two-thousand dollars (\$2,000) per person for combined Plans A & B;
- Fifty percent (50%) of Plan C, orthodontic services, with a lifetime maximum of two-thousand five-hundred dollars (\$2,500) per person.

#### 15.07 Group Life Insurance, Accidental Death & Dismemberment

- participation is a condition of employment;
- all permanent employees normally working seventeen and one-half (17 ½) hours or more per week are eligible;
- coverage begins at the beginning of the month after successful completion of the probationary period;
- coverage is equal to two times (2x) the annual salary or seventy-five thousand dollars (\$75,000) whichever is greater for Group Life and the same for AD&D.

#### 15.08 Weekly Indemnity Plan

- participation is a condition of employment;
- all permanent employees normally working seventeen and one half (17 ½) hours or more per week are eligible;
- coverage begins at the beginning of the month after successful completion of the probationary period;
- provides seventy-five (75%) percent of weekly earnings, for up to twenty-six (26) weeks;
- First (1<sup>st</sup>) day coverage for accident, hospitalization;
- Fourth (4<sup>th</sup>) day coverage for illness.

#### 15.09 Long Term Disability Plan

- participation is a condition of employment;
- all permanent employees normally working seventeen and one half (17 ½) hours or more per week are eligible;
- coverage begins at the beginning of the month after successful completion of the probationary period;
- provides sixty-six and two thirds percent (66 2/3%) of monthly earnings to maximum of three thousand, two hundred fifty dollars (\$3,250) per month, for employees unable to work at same/own occupation for two (2) years and then at any occupation after two (2) years;
- payments commence after twenty-six (26) weeks of weekly indemnity plan payments and continue up to age sixty-five (65).

#### 15.10 Fringe Benefits for Ineligible Part-Time Employees and Temporary Employees

Upon completion of the probationary period, permanent part-time employees that are working less than seventeen and one half (17 ½) hours per week and are ineligible for Benefits and Health Care Plans, and temporary employees (excluding student employees) with an assignment of one (1) month or more and working more than seventeen and one half (17 ½) hours per week, will receive one dollar twenty five cents (\$1.25) per hour in lieu of the Benefits and Health Care Plans in this Article.

#### 15.11 Employment Insurance Rebate Savings

The employee's portion of any Employment Insurance premium reductions shall be given to Local 3004 in lump sum in February of each year with respect to the previous year.

#### 15.12 Bathing Suit Reimbursement

The Employer will assume seventy-five percent (75%) of the cost of bathing suits for permanent lifeguards, limiting the employee to two (2) bathing suits per calendar year.

#### 15.13 Employee and Family Assistance Program

The Employer shall provide an Employee and Family Assistance Program.

#### 15.14 Receipt of Pay Advance While Awaiting Benefit Payments

Upon request by the employee, the Employer shall advance pay to the employee who is unable to work due to illness or injury while the employee is awaiting approval of a claim and receipt of benefit payments from either the Workers' Compensation Board (WCB) or from a private insurer. Once the claim is approved or denied, no further pay advances will be provided for the claim, except in the case where the claim is re-opened.

An employee who receives such pay advance from the Employer agrees to repay the Employer all amounts advanced when they receive the benefit payments from WCB or the private insurer. If the compensation claim is denied, the employee agrees to repay to the Employer all amounts advanced to the employee, by payroll deduction when the employee returns to work, by payroll deduction from pay due to the employee upon termination of employment, and in any event within one (1) year of such payments being made by the Employer. The amount of such advance is limited to the amount of monies readily available from an employee's vacation or overtime banks.

#### 15.15 Health and Wellness Program

The Employer shall provide access, at no charge, to the Arena and Swimming Pool for all employees. The Employer shall provide access, as a taxable benefit, to the Arena and Swimming Pool for all Employee's spouses and dependants. For clarification purposes this does not include free access to swimming lessons nor hockey team related fees but may include access to District run programs when no increase to the direct costs of program results.

## **ARTICLE XVI - SAFETY**

### **16.01 Safety Committee**

A Joint Safety Committee shall be established comprising up to two (2) representatives appointed by the Employer and two (2) representatives of the employees; appointed, selected or elected by the Union.

16.02 The Joint Safety Committee shall meet regularly and shall discuss, recommend and record all action necessary to improve hazardous conditions at the workplace.

16.03 Joint Safety Committee members shall not lose pay as a result of spending time during working hours in the performance of their committee duties.

### **16.04 Safety Supplies**

The Employer will assume seventy-five percent (75%) of the cost of necessary safety boots for permanent employees, limiting the employee to two (2) pairs of boots per calendar year and of fifty percent (50%) of the cost to a maximum of twenty-five dollars (\$25.00) for casual and student employees, and of fifty dollars (\$50.00) for temporary employees, limiting the employee to one (1) pair of boots per calendar year; subject to the approval of Supervisor. The Employer agrees to pay one-hundred (100%) percent of all clothes ruined on the job, subject to approval of the Supervisor.

### **16.05 Aquatic Centre - Clothing and Footwear**

The Employer will assume, upon proof of payment

- a) Seventy-five percent (75%) of the cost of necessary safety footwear for permanent employees to a maximum of one-hundred and twenty-five (\$125.00) dollars annually.
- b) Fifty percent (50%) of the cost of necessary safety footwear for temporary, casual and student employees to a maximum of fifty (\$50.00) dollars annually.

## ARTICLE XVII - JOB TRAINING

### 17.01 Job Training Program

- (a) During the period an employee is participating in a job training program, the rate of pay shall not exceed the level of training successfully completed or the job rate of the job classification which was held immediately prior to commencement of said training sequence, whichever is greater.
- (b) An employee participating in a job training program shall not be promoted to a higher classification even though such opening exists until successfully completing the prior job training program in accordance with the Employer's requirements.
- (c) At the completion of the job training program, if no opening exists in the category for which the employee has completed the training or if such opening is awarded to another qualified employee, the said employee shall revert to the job classification and rate of pay which was held immediately prior to commencement of such training sequence.

### 17.02 On-The-Job Training

The Employer shall maintain a system of "on-the-job" training so that every employee shall have the opportunity to receive training and qualify for promotion or transfer in the event of a vacancy arising.

### 17.03 Off Site Training Courses/Programs

Straight time wages for time spent travelling to Employer required courses shall be paid.

### 17.04 Payment for On-The-Job-Training

Employees shall be paid their regular hourly rate of pay when participating in any on-site or off-site job training, if required to do so by the Employer.

### 17.05 Education

- (a) Employees required by the Employer to attend training required for their current job duties, shall have registration, exam fees, books and materials paid, and shall continue to receive regular wages while attending the training pursuant to Article 17.04.
- (b) On application by the employee, the Employer may, at its discretion, pay the enrollment costs and the costs of books and materials, or a portion of the cost, for employees enrolled in academic or technical upgrading courses approved by the Employer. Such payments will be paid as per current District policies
- (c) Travel Expenses (transportation, food and lodging) will be paid in accordance with current District policies.

17.06 Certification Expenses

The Employer shall reimburse an employee for all fees incurred by the employee to maintain the employee's certifications necessary to perform the duties of the employee's position including physician certificates (i.e., for driver's licenses), and the Employer may, in its sole discretion, reimburse the employee for other costs incurred in association with maintaining necessary certifications or qualifications.

**ARTICLE XVIII - WAGE SCHEDULES, ATTACHMENTS AND ADDENDUMS**

18.01 Employees shall be compensated in accordance with the applicable Wage Schedule, Attachments and Addendums appended to this Agreement.

**ARTICLE XIX - WORKERS' COMPENSATION PROTECTION**

19.01 All employees shall be covered by the Workers' Compensation Act.

19.02 The Employer shall pay the wages for the balance of the shift for an employee who, for an approved WorkSafeBC claim, is injured on the job and unable to complete the shift.

**ARTICLE XX - VARIATIONS**

20.01 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during its existence. All changes to be made as a Letter of Understanding /Agreement signed by both the Employer and the Union.

**ARTICLE XXI - PRINTING OF AGREEMENT**

- 21.01 The Union will be responsible for the amending and drafting the Collective Agreement but the costs associated with the printing and supply of the Collective Agreement will be borne equally between the Parties.

**ARTICLE XXII - EFFECTIVE AND TERMINATING DATES**

22.01 Effective Dates and Renewal

This Agreement shall be binding and remain in effect for the period from March 01, 2021 to the last day of February, 2025. It shall not terminate but continue in effect from year to year thereafter unless either Party, at any time within the four (4) months immediately preceding the expiry of this Agreement, by written notice requires the other Party to commence collective bargaining. If such notice is given, all terms and conditions remain in effect until a new Agreement is ratified, or until strike or lockout notice is commenced, whichever comes first.

22.02 Section 50(2) and (3) of Act Excluded

In accord with Section 50(4) of the Labour Relations Code, the Parties hereby specifically exclude the operation of subsections (2) and (3) of Section 50 of the Labour Relations Code.

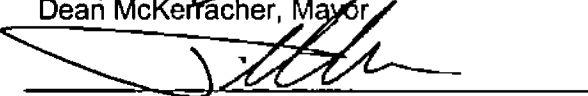
**IN WITNESS WHEREOF** the Parties hereto have caused these to be signed by their respective officers thereunto lawfully authorized in that behalf, this 15<sup>th</sup> day of November, 2021.

DISTRICT OF ELKFORD

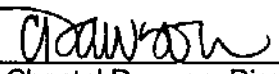
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 3004

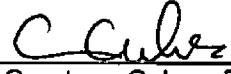
  
\_\_\_\_\_  
Dean McKerracher, Mayor

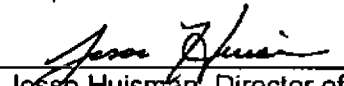
  
\_\_\_\_\_  
Mich Gagnon, President, Local 3004

  
\_\_\_\_\_  
Tyler Madsen, Chief Administrative Officer

  
\_\_\_\_\_  
Erik Kliment, Vice President, Local 3004

  
\_\_\_\_\_  
Chantel Dawson, Director of  
Corporate Services

  
\_\_\_\_\_  
Courtney Culver, Recording Secretary,  
Local 3004

  
\_\_\_\_\_  
Jesse Huisman, Director of  
Engineering and Public Works

  
\_\_\_\_\_  
Keith Nielson, National Rep., CUPE

DISTRICT OF ELKFORD / CUPE LOCAL 3004  
COLLECTIVE AGREEMENT  
EFFECTIVE MARCH 1, 2021 to FEBRUARY 28, 2025

HOURLY RATES EFFECTIVE MARCH 1, 2021			1.60%
Classification	Step 1 Casual, Temporary, Trial or Probation	Step 2* Permanent Position	Step 3**
<b>Schedule A</b>			
High School Student	17.32		
Post Secondary Student	20.16		
Rink Attendant *** June 1, 2021 = 17.00	16.66		
CO-OP Student	22.99		
Custodian	25.81	27.05	
Public Works Labourer, Facilities Attendant	31.97	34.91	
Operator 1, Maintenance 1 – Pre 2016	37.24	38.02	38.59
Operator 1, Maintenance 1 – Post 2016	37.24	38.02	
Operator 2, Maintenance 2	38.45	39.26	
Operator 3, Maintenance 3	38.68	39.44	40.23
Engineering Technologist	33.18	36.12	37.65
Tradesperson	41.80	42.51	43.36
Operations Supervisor	44.73	45.66	46.47
<b>Schedule B</b>			
Cashier/Receptionist (District Office)	27.77	28.96	30.48
Office Clerk	31.97	34.91	36.44
Communications Coordinator	36.09	37.25	38.45
Accounting Clerk I	37.24	38.02	
Accounting Clerk II	38.45	39.26	
Financial Accountant	41.03	42.25	43.51
Planning Technician	32.63	35.59	37.11
Public Works Clerk	27.77	30.48	31.70
<b>Schedule C</b>			
Leisure Services Clerk I	23.34	24.67	
Leisure Services Clerk II	26.94	28.14	
Lifeguard Trainee	19.84		
Lifeguard I	29.33	32.21	
Lifeguard II	32.31	33.20	
Aquatics Coordinator	38.02	38.83	39.54

\* Step 2 is maximum for part-time employees

\*\* Advancement to Step 3 shall take place after the later of three (3) years of employment or one (1) year in the position, excluding unpaid leaves, at Step 2, providing the employee possesses full knowledge, ability, and experience for the classification and has been performing satisfactorily in the classification

\*\*\* Rink Attendant base rate will at no time be less than \$1.80/hour more than the BC Provincial minimum rate.

DISTRICT OF ELKFORD / CUPE LOCAL 3004  
COLLECTIVE AGREEMENT  
EFFECTIVE MARCH 1, 2021 to FEBRUARY 28, 2025

<b>HOURLY RATES EFFECTIVE MARCH 1, 2022</b>			<b>0.00%</b>
<b>Classification</b>	<b>Step 1</b> Casual, Temporary, Trial or Probation	<b>Step 2*</b> Permanent Position	<b>Step 3**</b>
<b>Schedule A</b>			
High School Student	17.32		
Post Secondary Student	20.16		
Rink Attendant *** June 1, 2021 = 17.00	16.66		
CO-OP Student	22.99		
Custodian	25.81	27.05	
Public Works Labourer, Facilities Attendant	31.97	34.91	
Operator 1, Maintenance 1 – Pre 2016	37.24	38.02	38.59
Operator 1, Maintenance 1 – Post 2016	37.24	38.02	
Operator 2, Maintenance 2	38.45	39.26	
Operator 3, Maintenance 3	38.68	39.44	40.23
Engineering Technologist	33.18	36.12	37.65
Tradesperson	41.80	42.51	43.36
Operations Supervisor	44.73	45.66	46.47
<b>Schedule B</b>			
Cashier/Receptionist (District Office)	27.77	28.96	30.48
Office Clerk	31.97	34.91	36.44
Communications Coordinator	36.09	37.25	38.45
Accounting Clerk I	37.24	38.02	
Accounting Clerk II	38.45	39.26	
Financial Accountant	41.03	42.25	43.51
Planning Technician	32.63	35.59	37.11
Public Works Clerk	27.77	30.48	31.70
<b>Schedule C</b>			
Leisure Services Clerk I	23.34	24.67	
Leisure Services Clerk II	26.94	28.14	
Lifeguard Trainee	19.84		
Lifeguard I	29.33	32.21	
Lifeguard II	32.31	33.20	
Aquatics Coordinator	38.02	38.83	39.54

\* Step 2 is maximum for part-time employees

\*\* Advancement to Step 3 shall take place after the later of three (3) years of employment or one (1) year in the position, excluding unpaid leaves, at Step 2, providing the employee possesses full knowledge, ability, and experience for the classification and has been performing satisfactorily in the classification

\*\*\* Rink Attendant base rate will at no time be less than \$1.80/hour more than the BC Provincial minimum rate.

DISTRICT OF ELKFORD / CUPE LOCAL 3004  
COLLECTIVE AGREEMENT  
EFFECTIVE MARCH 1, 2021 to FEBRUARY 28, 2025

<b>HOURLY RATES EFFECTIVE MARCH 1, 2023</b>			<b>2.00%</b>
<b>Classification</b>	<b>Step 1</b> Casual, Temporary, Trial or Probation	<b>Step 2*</b> Permanent Position	<b>Step 3**</b>
<b>Schedule A</b>			
High School Student	17.67		
Post Secondary Student	20.56		
Rink Attendant ***	17.00		
CO-OP Student	23.45		
Custodian	26.33	27.59	
Public Works Labourer, Facilities Attendant	32.61	35.61	
Operator 1, Maintenance 1 – Pre 2016	37.98	38.78	39.36
Operator 1, Maintenance 1 – Post 2016	37.98	38.78	
Operator 2, Maintenance 2	39.22	40.05	
Operator 3, Maintenance 3	39.45	40.23	41.03
Engineering Technologist	33.84	36.84	38.40
Tradesperson	42.64	43.36	44.23
Operations Supervisor	45.62	46.57	47.40
<b>Schedule B</b>			
Cashier/Receptionist (District Office)	28.33	29.54	31.09
Office Clerk	32.61	35.61	37.17
Communications Coordinator	36.81	38.00	39.22
Accounting Clerk I	37.98	38.78	
Accounting Clerk II	39.22	40.05	
Financial Accountant	41.85	43.10	44.38
Planning Technician	33.28	36.30	37.85
Public Works Clerk	28.33	31.09	32.33
<b>Schedule C</b>			
Leisure Services Clerk I	23.81	25.16	
Leisure Services Clerk II	27.48	28.70	
Lifeguard Trainee	20.24		
Lifeguard I	29.92	32.85	
Lifeguard II	32.96	33.86	
Aquatics Coordinator	38.78	39.61	40.33

\* Step 2 is maximum for part-time employees

\*\* Advancement to Step 3 shall take place after the later of three (3) years of employment or one (1) year in the position, excluding unpaid leaves, at Step 2, providing the employee possesses full knowledge, ability, and experience for the classification and has been performing satisfactorily in the classification

\*\*\* Rink Attendant base rate will at no time be less than \$1.80/hour more than the BC Provincial minimum rate.

DISTRICT OF ELKFORD / CUPE LOCAL 3004  
COLLECTIVE AGREEMENT  
EFFECTIVE MARCH 1, 2021 to FEBRUARY 28, 2025

HOURLY RATES EFFECTIVE MARCH 1, 2024			2.00%
Classification	Step 1 Casual, Temporary, Trial or Probation	Step 2* Permanent Position	Step 3**
<b>Schedule A</b>			
High School Student	18.02		
Post Secondary Student	20.97		
Rink Attendant ***	17.34		
CO-OP Student	23.92		
Custodian	26.86	28.14	
Public Works Labourer, Facilities Attendant	33.26	36.32	
Operator 1, Maintenance 1 – Pre 2016	38.74	39.56	40.15
Operator 1, Maintenance 1 – Post 2016	38.74	39.56	
Operator 2, Maintenance 2	40.00	40.85	
Operator 3, Maintenance 3	40.24	41.03	41.85
Engineering Technologist	34.52	37.58	39.17
Tradesperson	43.49	44.23	45.11
Operations Supervisor	46.53	47.50	48.35
<b>Schedule B</b>			
Cashier/Receptionist (District Office)	28.90	30.13	31.71
Office Clerk	33.26	36.32	37.91
Communications Coordinator	37.55	38.76	40.00
Accounting Clerk I	38.74	39.56	
Accounting Clerk II	40.00	40.85	
Financial Accountant	42.69	43.96	45.27
Planning Technician	33.95	37.03	38.61
Public Works Clerk	28.90	31.71	32.98
<b>Schedule C</b>			
Leisure Services Clerk I	24.29	25.66	
Leisure Services Clerk II	28.03	29.27	
Lifeguard Trainee	20.64		
Lifeguard I	30.52	33.51	
Lifeguard II	33.62	34.54	
Aquatics Coordinator	39.56	40.40	41.14

\* Step 2 is maximum for part-time employees

\*\* Advancement to Step 3 shall take place after the later of three (3) years of employment or one (1) year in the position, excluding unpaid leaves, at Step 2, providing the employee possesses full knowledge, ability, and experience for the classification and has been performing satisfactorily in the classification

\*\*\* Rink Attendant base rate will at no time be less than \$1.80/hour more than the BC Provincial minimum rate.

## Appendix 1

(intended to provide clarification of Article 10.19 with regards to Dirt Pay)

### ➤ Sewer

- Clean solar bees at lagoons
- Take sewer samples/ changing weir boards
- Camera or eel sewer lines
- Sanitary and Storm Sewer flushing and cleaning (including Catch Basins) when using combination sewer cleaner
- Catch Basin and Manhole Repair
- Clean floats in lift stations (one-half (1/2) hour max.)
- Pulling pumps at lift stations
- Sanitary and Storm Sewer line repairs
  - (Only for the day the line is exposed – not for landscaping after a dig)
- Cleaning outhouses (vacuuming out contents)
- Cleaning pool filters

### ➤ Water

- Water line repairs (does not include irrigation lines)
  - (Only for the day the line is exposed – not for landscaping after a dig)
- Thawing water lines on District buildings

### ➤ Roads

- Patching (when using cold mix or hot mix)
- Crack filling (included blowing cracks)
- Line Painting (Aerosol)

### ➤ Hydrant Servicing (a complete tear down qualifies)

- Painting, putting in marker posts or shovelling snow does not qualify
- Hydrant flushing does not qualify

### ➤ Collection of Animal Carcasses

**LETTER OF UNDERSTANDING NO. 1**

Between

THE DISTRICT OF ELKFORD

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3004

**RE: Earned Day Off (EDO) Hours of Work and Scheduling – District Office**

The Parties agree that the following Hours of Work for Schedule "B" District Office Employees will be as follows:

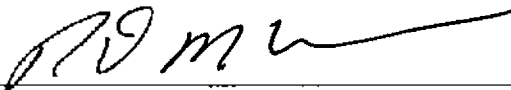
- a. That the language in "Normal Weekly Hours of Work" in Article 10.01 that refers to permanent full-time employees in Schedule "B" will be interpreted as seventy (70) hours per pay period instead of thirty-five (35) hours per week.
- b. That the language in "Normal Work Day" in Article 10.02 that refers to permanent full-time employees in Schedule "B" will follow the schedule as set out in point "c".
- c. That a schedule will be created that will see an employee work one (1) of the following:
  - i. In Week "A" – Monday to Friday eight (8:00) am to four-thirty (4:30) pm with a one-half (½) hour lunch break.  
In Week "B" – Monday to Thursday eight (8:00) am to four (4:00) pm with a one-half (½) hour lunch break.  
Week "A" and Week "B" rotate for the individual employee.
  - ii. In Week "C" – Monday to Friday eight (8:00) am to four-thirty (4:30) pm with a one-half (½) hour lunch break.  
In Week "D" – Tuesday to Friday eight (8:00) am to four (4:00) pm with a one-half (½) hour lunch break.  
Week "C" and Week "D" rotate for the individual employee.
  - iii. The above groupings will rotate with each other every six (6) months.
- d. Any changes to the schedule to accommodate employee absence may be made upon mutual agreement between the clerks and their supervisor.
- e. Clerks, by mutual agreement having to work a scheduled EDO day have the option of banking scheduled EDO or taking it on the following Monday or Friday.
- f. This schedule will be put in abeyance for the Tax Season from June 1<sup>st</sup> to no later than July 7<sup>th</sup> of each year. Note: If office is open until four-thirty (4:30) pm, during tax season two (2) clerks will have to start at eight-thirty (8:30) am and work until four-thirty (4:30) pm.
- g. All other provisions of the Collective Agreement remain applicable to the employees falling under this Letter of Understanding.
- h. Vacation and Sick Leave will be converted to hours equal to that entitled under the collective agreement.
- i. Shift Premiums will not apply.

LETTER OF UNDERSTANDING NO. 1 (continued)

The Parties agree that this Letter of Understanding will expire on the last day of February 2025 unless the Parties have agreed in writing to continue it. Also, either Party may terminate this letter prior to it expiring within thirty (30) days written notice to the other Party.

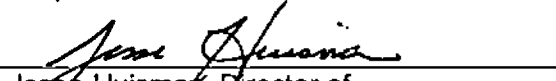
SIGNED this 15<sup>th</sup> day of November, 2021 on behalf of:

DISTRICT OF ELKFORD

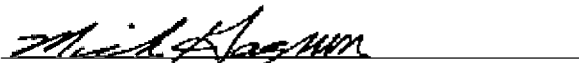
  
\_\_\_\_\_  
Dean McKerracher, Mayor

  
\_\_\_\_\_  
Tyler Madsen, Chief Administrative Officer

  
\_\_\_\_\_  
Chantel Dawson, Director of  
Corporate Services

  
\_\_\_\_\_  
Jesse Huisman, Director of  
Engineering and Public Works

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 3004

  
\_\_\_\_\_  
Mich Gagnon, President, Local 3004

  
\_\_\_\_\_  
Erik Kliment, Vice President, Local 3004

  
\_\_\_\_\_  
Courtney Culver, Recording Secretary, Local  
3004

  
\_\_\_\_\_  
Keith Nielson, National Rep., CUPE

**LETTER OF UNDERSTANDING NO. 2**

Between

**THE DISTRICT OF ELKFORD  
And**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3004**

**RE: CO-OP Student**

The Parties hereto agree to the following:

1. That the District may employ one CO-OP Student annually for no more than eight (8) months, as determined by the Post-Secondary Program the student is enrolled in.
2. Such Student must have attended a post-secondary school the previous school year, is returning to a post-secondary school in the next school year, is participating in a local government related field, and is part of a school co-op program.
3. This Student is employed as a temporary or a casual employee.
4. Such employees are covered by the provisions of the Agreement, except as specified otherwise.
5. The District will provide to the Union 90 days' notice if such employee is to be hired.
6. The Union may, with 30 days' written notice, terminate this Letter of Understanding between the period of when the Student's working period has ended and ten (10) days after receiving notice from the District under #5.

The Parties agree that this letter will expire on the 15<sup>th</sup> day of February 2025.

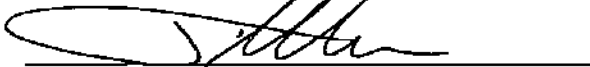
LETTER OF UNDERSTANDING NO. 2 (continued)

SIGNED this 15<sup>th</sup> day of November, 2021 on behalf of:

DISTRICT OF ELKFORD



Dean McKerracher, Mayor



Tyler Madsen, Chief Administrative Officer



Chantel Dawson, Director of  
Corporate Services



Jesse Huisman, Director of  
Engineering and Public Works

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 3004



Mich Gagnon, President, Local 3004

Erik Kliment, Vice President, Local 3004



Courtney Culver, Recording Secretary, Local  
3004



Keith Nielson, National Rep., CUPE

**LETTER OF UNDERSTANDING NO. 3**

Between

THE DISTRICT OF ELKFORD

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3004

**Re: Elkford Aquatic Centre - Full-time Lifeguard Positions**

The Parties agree to the following:

1. That a schedule be implemented for the three (3) full-time positions at the Aquatic Centre in a fair and equitable manner provided that such schedule will include a minimum of two consecutive days of rest each week.
2. That all terms of the Collective Agreement apply to the employees affected by this Letter of Understanding, except the following:
  - Articles 10.01, 10.02 and 10.03 defined hours of work will be replaced by the schedule prepared by the Director of Community and Facility Services and Aquatics Coordinator.
  - Shift premiums pursuant to Article 10.01 will still apply.
  - Incumbent Full-time lifeguards, at the time of ratification, will be scheduled for a minimum of 32 hours per week and continued to be deemed as full-time employees. With an agreement between the employee and their supervisor they may be scheduled up to 40 hours per week.
3. **The Union waives its rights under Article 10.14 regarding the Aquatics Coordinator and full-time Lifeguards allowing the District to have the ability to schedule part-time and casual employees to cover extra hours not covered by full-time employees.**
4. Should either of the two full-time lifeguard positions covered by this Letter of Understanding be vacated by the incumbents following ratification of this Agreement, the District may, at its discretion, or sooner by mutual agreement between both parties, replace such position with a permanent benefited part-time lifeguard to cover the operational requirements at the Aquatic Centre.

DISTRICT OF ELKFORD / CUPE LOCAL 3004  
COLLECTIVE AGREEMENT  
EFFECTIVE MARCH 1, 2021 to FEBRUARY 28, 2025

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LETTER OF UNDERSTANDING NO. 3 (continued)

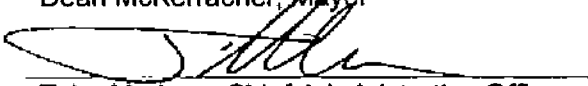
SIGNED this 15<sup>th</sup> day of November, 2021 on behalf of:

DISTRICT OF ELKFORD

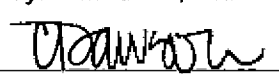
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 3004

  
Dean McKerracher, Mayor

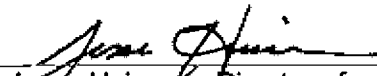
  
Mich Gagnon, President, Local 3004

  
Tyler Madsen, Chief Administrative Officer

  
Erik Kliment, Vice President, Local 3004

  
Chantel Dawson, Director of  
Corporate Services

  
Courtney Culver, Recording Secretary,  
Local 3004

  
Jesse Huisman, Director of  
Engineering and Public Works

  
Keith Nielson, National Rep., CUPE



