

Collective Agreement

between the

Town of Ladysmith



and

Canadian Union of Public Employees
Local 401



January 1, 2022 – December 31, 2025

Table of Contents

1. DEFINITIONS.....	1
1.01 PERMANENT FULL-TIME EMPLOYEES.....	1
1.02 PERMANENT PART-TIME EMPLOYEES.....	1
1.03 PROBATIONARY EMPLOYEES.....	2
1.04 TEMPORARY-SEASONAL EMPLOYEES.....	2
1.05 CASUAL EMPLOYEES.....	3
2. MANAGEMENT RIGHTS.....	3
3. RECOGNITION AND NEGOTIATIONS.....	4
3.01 BARGAINING UNIT.....	4
4. NO DISCRIMINATION.....	4
5. UNION SECURITY.....	4
6. CHECK-OFF OF UNION DUES.....	4
7. NEW EMPLOYEES.....	5
7.02 COPIES OF AGREEMENT.....	5
8. CORRESPONDENCE.....	5
9. LABOUR MANAGEMENT COMMITTEE.....	5
10. RESOLUTIONS AND REPORTS OF THE EMPLOYER.....	5
11. GRIEVANCE PROCEDURE.....	6
11.02 PERMISSION TO LEAVE WORK.....	6
12. ARBITRATION.....	7
12.02 EXPEDITED ARBITRATION.....	7
13. DISCHARGE, SUSPENSION AND DISCIPLINE.....	8
13.01 WARNINGS.....	8
13.02 DISCHARGE PROCEDURE.....	8
13.03 CROSSING OF PICKET LINES DURING STRIKE.....	8
14. SENIORITY.....	9
14.01 DEFINITION.....	9
14.02 SENIORITY LIST.....	9
15. PROMOTIONS AND CHANGES.....	9
15.01.....	9
15.03.....	10
15.04 JOB SHARING.....	10
15.05 SPECIAL PLACEMENT.....	10
15.06 TRIAL PERIOD.....	10
15.07 TEMPORARY VACANCIES.....	11
16. LAYOFF AND RECALL.....	11
16.01 DEFINITION OF LAYOFF.....	11
16.02 ROLE OF SENIORITY IN LAYOFF.....	11
16.03 ADVANCE NOTICE OF LAYOFF.....	11
16.04 RECALL PROCEDURE.....	12
16.05 NO NEW EMPLOYEES.....	12

17. HOURS OF WORK	12
17.04 REST BREAKS.....	12
18. OVERTIME	13
18.05 OVERTIME MEAL ALLOWANCE.....	14
18.06 ACCUMULATED OVERTIME.....	14
18.08 OVERTIME HOURS.....	14
18.09 STANDBY AND CALL-IN.....	14
19. SHIFT WORK.....	15
19.02 SHIFT DIFFERENTIAL PROPOSAL.....	16
20. HOLIDAYS.....	16
21. VACATIONS	16
22. SICK LEAVE PROVISIONS.....	19
22.06 SICK LEAVE BANK.....	19
22.08 SUBROGATION.....	20
23. LEAVE OF ABSENCE.....	20
23.01 FOR UNION BUSINESS.....	20
23.02 UNION CONVENTIONS.....	20
23.03 LEAVE FOR FULL-TIME UNION OR PUBLIC DUTIES.....	21
23.04 BEREAVEMENT LEAVE.....	21
23.05 JURY PAY.....	21
23.06 GENERAL LEAVE.....	21
23.07 MATERNITY AND PARENTAL LEAVE.....	21
23.08 LEAVE RESPECTING SEXUAL OR DOMESTIC VIOLENCE.....	23
24. PAYMENT OF WAGES AND ALLOWANCES	26
24.04 MILEAGE ALLOWANCE.....	26
25. SEXUAL HARASSMENT.....	26
26. JOB CLASSIFICATION AND RECLASSIFICATIONS	27
26.01 JOB DESCRIPTION.....	27
27. EMPLOYEE BENEFITS	27
27.04 VISION CARE.....	28
27.05 DENTAL CARE.....	28
27.06 PARAMEDICAL CARE.....	28
27.07 HEARING AIDS.....	29
27.08 DRUG REIMBURSEMENT.....	29
27.09 LONG TERM DISABILITY.....	29
28. SAFETY AND HEALTH.....	29
28.01 UNION EMPLOYER SAFETY COMMITTEE.....	29
28.02 SAFETY CLOTHING, TOOLS AND EQUIPMENT.....	30
28.03 COST OF LEGAL PROCEEDINGS.....	30
29. TECHNOLOGICAL CHANGE.....	30
30. CONTRACTING OUT.....	30
30.01 RESTRICTIONS ON CONTRACTING OUT.....	30
30.02 COPIES OF CONTRACTS.....	30

31. GENERAL CONDITIONS 31

 31.01 TOOL ALLOWANCE..... 31

 31.02 ALLOWANCES 31

 31.03 DAMAGE TO CLOTHING 31

32. TERM OF AGREEMENT.....32

WAGE RATES33

***ONE TIME RATE WAGE RATES.....33**

SCHEDULE "C" - PARKS AND RECREATION DEPARTMENT35

LETTER OF UNDERSTANDING #137

 RE: STUDENT EMPLOYMENT 37

LETTER OF UNDERSTANDING #239

 RE: JOB EVALUATION..... 39

LETTER OF UNDERSTANDING #340

 RE: YEARLY RETIREMENT SEMINAR..... 40

LETTER OF UNDERSTANDING #441

 RE: EMPLOYEE WELLNESS COMMITTEE 41

LETTER OF UNDERSTANDING #542

 RE: CASUAL HOURS..... 42

LETTER OF UNDERSTANDING #643

 RE: PROGRAM ATTENDANT POSITION 43

LETTER OF UNDERSTANDING #744

 RE: MECHANIC..... 44

LETTER OF UNDERSTANDING #945

 RE: LEAD HAND POSITION 45

LETTER OF UNDERSTANDING #1046

 RE: COMMUNITY CONNECTIONS..... 46

LETTER OF UNDERSTANDING #1147

 RE: CARPENTER 47

LETTER OF UNDERSTANDING #1348

 RE: WORK SCHEDULE – UTILITY DEPARTMENT 48

LETTER OF UNDERSTANDING #1649

 RE: ANNUAL MAINTENANCE SHUT DOWN 49

LETTER OF UNDERSTANDING #1750

 RE: MARKET STIPEND – PLANNER AND SENIOR PLANNER POSITIONS 50

LETTER OF UNDERSTANDING #1851

 RE: UTILITIES SUPERVISOR, TREATMENT AND SUPPLY POSITION 51

LETTER OF UNDERSTANDING #1952

 RE: LEAD HAND APPOINTMENTS, UTILITIES 52

The Town of Ladysmith and the members of the Canadian Union of Public Employees, Local 401 acknowledge, with respect, the traditional lands of the Stz'uminus people wherein our operations and town site reside.

WHEREAS it is the intent and purpose of the Parties hereto that this Agreement will promote and improve the industrial and economic relationship between the employees and the Employer and to set forth herein the basic agreement covering rates of pay, hours of work and conditions of employment to be observed between the Parties hereto:

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth, the Parties hereto MUTUALLY AGREE AS FOLLOWS:

1. DEFINITIONS

1.01 PERMANENT FULL-TIME EMPLOYEES

Permanent Full-time Employees are those who are regularly scheduled to work on a full-time basis of 35, 40 or such other number of weekly hours as is recognized in the Collective Agreement as normal for a particular class of positions.

Benefit Entitlement

Permanent Full-time Employees are entitled to all benefits of this Agreement except those specifically excluded during probation.

1.02 PERMANENT PART-TIME EMPLOYEES

Permanent Part-time Employees are those working a normal work week consisting of less than the full-time hours for the classification.

Benefit Entitlement

- a) Permanent Part-time Employees with one-half or more than one-half full-time permanent hours are entitled to all benefits of this Agreement subject to statutory and carrier limitations except that sick leave, vacations and statutory holidays shall be pro-rated.
- b) Permanent Part-time Employees with less than one-half full-time permanent hours shall not be entitled to employee benefits (Article 27) other than sick leave, vacation and statutory holidays and other benefits required by statute. Sick leave, vacations and statutory holidays shall be pro-rated.
- c) Pending the employee has not been previously scheduled, Permanent Part-time Employees shall be offered extra available regular hours within their classification by seniority.

1.03 PROBATIONARY EMPLOYEES

Newly hired employees, except those designated as Temporary or Casual Employees, shall be considered on a probationary basis for a period of ninety (90) days from the date of hiring for Full-Time employees and one hundred and twenty (120) days from the date of hiring for Permanent Part-time Employees. The probationary period for an employee may be extended for an additional period of work time by mutual agreement of the Employer and the Union. If found satisfactory, seniority shall be retroactive to the date of hiring.

During the initial probationary period, newly hired employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. The Employer may terminate probationary employees during their probationary period, should it find them unsuitable for continued employment.

Benefit Entitlement

During probationary period, employees shall be entitled to all rights and privileges of this Agreement except with respect to sick leave bank and employee benefits (Article 27). Benefits shall not be retroactive.

1.04 TEMPORARY-SEASONAL EMPLOYEES

Temporary-Seasonal Employees are those who are hired on a temporary basis for a specific assignment of up to nine (9) months duration. Such period of employment shall not be extended unless by mutual agreement between the Parties. Where either Party does not agree to extend the period, said employee shall be terminated. No employees in this category shall be hired while there are qualified permanent employees on layoff that are available to perform the work.

Benefit Entitlement

Temporary-Seasonal Employees shall be entitled to the regular wage levels and shall be paid ten point eight percent (10.8%) in lieu of annual vacations, statutory holidays, group life insurance, medical insurance, and extended health benefits. Temporary-Seasonal Employees hired for regular positions shall have their seniority date made effective as of their original date of hire, provided there has been no break in service that exceeds three (3) consecutive months from their original date of hire. Benefits shall not be retroactive.

1.05 CASUAL EMPLOYEES

Casual Employees are those who are employed at an hourly rate on an intermittent basis, to perform specific short-term or occasional functions, not to exceed thirty (30) days.

Benefit Entitlement

- a) Casual Employees are entitled to the regular wage levels for their duties available under the Agreement. Casual Employees will not accrue seniority and are not eligible for employee benefits under the Agreement (Articles 22 and 27, or any other benefits that extend payment beyond the initial period of employment). It shall not be the intent of this Article to reduce an employee's hours solely for the purpose of reducing benefit entitlement. Casual employees hired for regular positions shall, after completion of the normal probationary period, have their seniority defined as the total accumulative hours of service at the full-time equivalent rate as a casual employee for the preceding six (6) month period, credited for purposes of seniority. Benefits shall not be retroactive. Calculation of seniority date shall be as follows:

Step 1 – Calculation of "Total Days Worked":

$$\frac{\text{TOTAL HOURS WORKED DURING PREVIOUS SIX (6) MONTHS}}{\text{FTE HOURS PER DAY}}$$

Step 2 – Determination of seniority date:

Subtract the number of working days calculated in Step 1 from the permanent start date.

Where more than one employee has the same seniority date, seniority order shall be determined by the casual start date. When two employees also have the same casual start date, seniority order shall be determined by lot.

- b) Casual employees will be paid an additional ten point eight percent (10.8%) in lieu of annual vacations, statutory holidays, group life insurance, medical insurance, and extended health benefits.

- 1.06 In defining any word or expression used in this Agreement reference shall be made to the interpretative section of the *Employment Standards Act of British Columbia*.

2. **MANAGEMENT RIGHTS**

Subject to the provisions of Article 11 of this Agreement, the Management and the operation of and the direction and promotion of the working forces is vested exclusively in the Town of Ladysmith, provided however that this will not be used for purposes of discrimination against employees nor be inconsistent with the provisions of this Collective Agreement.

3. RECOGNITION AND NEGOTIATIONS

3.01 BARGAINING UNIT

The Employer recognizes the Canadian Union of Public Employees and its Local 401 as the sole and exclusive and collective bargaining agent for all of its employees save and except those specifically excluded by the Labour Relations Council of British Columbia, and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between Parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

4. NO DISCRIMINATION

The Employer agrees that there shall be no discrimination against any member of the Union because of their lawful activities within the Union.

5. UNION SECURITY

5.01 It is understood and agreed by the Parties hereto that all employees presently members of the Union or who shall become members, shall as a condition of employment, remain members of the Union during the life of this Agreement and be subject to a Union Dues Check-off in accordance with the Bylaws of the Union.

5.02 All employees shall be required to become and remain members in good standing of the Union.

6. CHECK-OFF OF UNION DUES

6.01 The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union in accordance with its Constitution and Bylaws.

6.02 Deductions shall be made from the payroll period at the end of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the month following, accompanied by a complete list of employees from whose wages the deductions have been made together with the amounts and the hours worked in each case, and to include a total of regular wages of all dues paying employees.

7. NEW EMPLOYEES

7.01 The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off.

7.02 COPIES OF AGREEMENT

On commencing employment, the employee's immediate supervisor shall introduce the new employee to their Steward or Representative. A copy of the Union Agreement shall be presented to the new employee not later than the implementation of the Dues Check-off.

8. CORRESPONDENCE

All correspondence to the Union shall be directed to the President and the 1st Vice-President of the Union, with a copy to the 2nd Vice-President of the Ladysmith Unit via electronic mail.

All correspondence to the Employer shall be directed to the Manager of Human Resources with a copy to the CAO. An electronic copy will also be provided.

9. LABOUR MANAGEMENT COMMITTEE

9.01 A Labour Management Committee shall be established consisting of three (3) representatives of the Union and three (3) representatives of the Employer. The Committee shall enjoy the full support of both Parties in the interests of improved services to the public, and job security of the employees.

9.02 At the request of either Party the Committee shall meet within ten (10) work days. The request shall be in writing and include a tentative and brief agenda of matters to be discussed.

9.03 The Labour Management Committee shall meet monthly at a time and date that is mutually agreeable.

10. RESOLUTIONS AND REPORTS OF THE EMPLOYER

Reports or recommendations dealing with matters of policy and/or conditions of employment which affect employees within the Bargaining Unit shall be forwarded to the Union at least thirty (30) days before the decision is made, to allow the Union a reasonable opportunity to consider them, and, if deemed necessary, speaking to them before a decision is taken by the Employer.

11. GRIEVANCE PROCEDURE

11.01 Any difference arising between the Parties concerning the application, interpretation or alleged violation of this Agreement shall be resolved without work stoppage in the following manner:

The employee shall first attempt to resolve any dispute informally with the employee's immediate exempt manager and the Manager of Human Resources, and where the dispute is not satisfactory resolved:

- a) The Union representative shall, with or without the aggrieved employee(s) in attendance, first attempt to resolve the dispute within ten (10) working days of the occurrence of the incident giving rise to the grievance or ten (10) work days of the time that the employee should have reasonably known of such incident, with the immediate exempt manager and the Manager of Human Resources. If the matter is not resolved within five (5) work days of its submission, the matter shall be reduced to writing and be submitted to the next step within a further ten (10) work days.
- b) The designated management representative and the immediate exempt manager will meet with the Union representative with or without the grievor to resolve the dispute. Failing a satisfactory settlement at this stage within another ten (10) work days of it being so submitted, it shall be referred to the third step within a further ten (10) work days.
- c) The matter will then be submitted to the CAO for consideration. The findings or decisions of the CAO shall be conveyed in writing to the Union and the appropriate management representative. If the matter is not resolved at this level within ten (10) work days, it must be referred to arbitration in accordance with Article 12, within a further ten (10) work days.
- d) It is mutually agreed that the time limits as contained herein may be extended by the mutual agreement of the Parties.

11.02 PERMISSION TO LEAVE WORK

The Employer recognizes the role of the Steward includes investigating disputes and presenting positions as provided in this Article without loss of regular wages. The Union recognizes that each Steward is employed by the Employer and that the Steward will not leave work during working hours except to perform duties under this Agreement. Therefore, no Steward shall leave work without obtaining the prior permission of their supervisor. Such permission shall not be denied except for bona fide operational requirements.

12. ARBITRATION

12.01 If the Parties fail to reach a satisfactory resolution to the grievance within the ten (10) days referred to in Article 11.01c) or such longer time as is mutually agreed to, the matter shall be referred to a single, one person Arbitrator who may be appointed, if it is mutually agreeable to both Parties. Failing such agreement, the matter shall be referred to an Arbitration Board no later than ten (10) days after the completion of the Article 11.01c), consisting of two (2) members and a Chairperson to be chosen in the manner following:

- a) Each Party to this Agreement shall appoint an arbitrator and the two (2) arbitrators so appointed shall appoint a Chairperson, but should they fail, the Minister of Labour of British Columbia shall be asked to appoint a Chairperson.
- b) The Arbitration Board shall then proceed to hear the Arbitration and shall render its decision within fifteen (15) days from the date of the hearing or such longer period as the Parties shall agree to.
- c) The decision of any two members of the Board shall be the decision of the Board and shall be final and binding on the Parties. The Arbitrator/Arbitration Board shall not have the power to change this Agreement by adding, deleting, amending, altering, or modifying any of its terms and conditions.
- d) Each Party shall bear the cost of remuneration and expenses of the arbitrator it appoints and one-half of the remuneration and expenses of the Chairperson and other expenses of the Board.

12.02 EXPEDITED ARBITRATION

- a) The Parties may, by mutual agreement, refer to this Expedited Arbitration process any outstanding grievance filed at arbitration.
- b) The Parties shall mutually agree upon a single arbitrator (Mark Atkinson or Mark Brown subject to availability or an alternate agreed to by the Parties), who shall be appointed to hear the grievance and render a decision within three (3) working days of the hearing. Brief written reasons for the decision shall be provided by the arbitrator.
- c) An expedited arbitration decision respecting any matter shall be of no precedential value and shall not thereafter be referred to by the Parties in respect of any other matter (with the exception of discipline which may remain on an employee's file).
- d) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.

- e) Notwithstanding (a) above, if the issue changes substantially, either Party may remove from the expedited arbitration process any matter at any time prior to hearing and forward the matter through the arbitration process established pursuant to Article 12. In such an event, time limits shall not act as a bar to the grievance proceeding to that formal arbitration process.
- f) All presentations shall be short and concise and are to include a comprehensive opening statement. The Parties agree to make limited use of authorities during their presentations.
- g) The Parties shall equally share the costs of the fees and expenses of the Arbitrator.
- h) Neither Party shall appeal a decision of an expedited arbitration.

13. DISCHARGE, SUSPENSION AND DISCIPLINE

13.01 WARNINGS

- a) Whenever an official or deputy official of the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer shall, within seven (7) working days after the alleged offence, give written particulars of such censure to the employee involved with a copy sent concurrently to the President of the Union with a copy to the 2nd Vice-President of the Ladysmith Unit.
- b) An employee shall have the right to have a Steward present at any discussion with the Employer where formal disciplinary action is to be taken. Notwithstanding this Article, it is understood that where circumstances dictate, the Employer may take appropriate disciplinary action without a Steward being in attendance. All letters of discipline shall be subject to removal from the employee's file, after five (5) years, if there is no further offence of a similar nature. This provision does not affect incidents prior to January 1, 2004.

13.02 DISCHARGE PROCEDURE

An Employee who has completed a ninety (90) or one hundred twenty (120) day probationary period or a mutually agreed to extension of the probationary period may be dismissed, but only for just or reasonable cause, and only upon the authority of the officials of the Employer.

13.03 CROSSING OF PICKET LINES DURING STRIKE

No employee shall be required to cross a picket line arising from a labour dispute except to provide emergency service.

14. SENIORITY

14.01 DEFINITION

Seniority is defined as the length of service in the bargaining unit and shall be applied on a bargaining-unit-wide basis. Seniority shall be applied in determining preference or priority for promotions, transfers, demotions, layoffs, vacations, recall, permanent reduction of the work force and as set out in other provisions of this Agreement.

14.02 SENIORITY LIST

The Employer shall maintain a seniority list showing the date on which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

15. PROMOTIONS AND CHANGES

15.01

- a) In making promotions, transfers or filling vacancies, the skill, knowledge and ability of the employees concerned shall be the primary consideration. Where such qualifications for the position applied for are relatively equal, seniority shall be the determining factor. Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner.
- b) If no applicant is appointed to a vacancy in accordance with 15.01 a) above, then consideration for promotion may be given at the discretion of the Employer to applicants who do not possess the required qualifications. Such appointment shall be on an acting basis. Where the acting appointment is made, the employee shall be given a specific time in which to qualify. Upon completion of the required qualifications and sixty (60) working days of satisfactory performance the employee will receive permanent status in the position.
- c) Failure to complete the qualifications will return the employee on acting status to their former classification and the position shall be re-posted as a vacancy.

15.02 Where a vacancy exists or a new position of a permanent nature is created, within seven (7) working days a notice shall be posted outlining the position and grade and shall contain the statement, "applicants for this position shall agree that in the event of a grievance regarding filling of this posting, interview and selection documentation shall be released to the union." The notice of vacancy shall be posted in all departments of the Employer covered by this Agreement for a minimum of seven (7) working days prior to an appointment being made.

15.03

- a) The Employer further agrees that permanent employees of the Employer shall be considered first, followed by non-permanent staff who have completed one (1) year of service with the Employer.
- b) For the purposes of this article only, should two or more casual employees meet the skill, knowledge and ability for the posted position, their original hire date shall be the deciding factor.

15.04 JOB SHARING

The Employer and the Union agree to seriously consider any proposal regarding job sharing provided the following criteria are met:

1. The proposal is made on behalf of a specific department and/or specific employees.
2. The proposal is mutually beneficial.
3. Specific work schedules are contained in the proposal.
4. Terms and conditions contained in the Collective Agreement which may be affected shall be addressed in the proposal.
5. Either party may opt out of any agreement with reasonable notice, the length of which shall be agreed prior to implementation of the proposal.
6. No employee shall be forced to accept job sharing against the employee's wishes.

15.05 SPECIAL PLACEMENT

On request, the Employer will consider the provision of suitable alternate employment when, through advancing years, injury, illness or disability, an employee is unable to perform their normal duties.

15.06 TRIAL PERIOD

- a) Conditional on satisfactory and suitable service, the employee shall be declared permanent after a trial period of sixty (60) days. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, they shall be returned to their former position, wage, or salary rate, without loss of seniority.
- b) Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage, or salary rate, without loss of seniority.

15.07 TEMPORARY VACANCIES

When filling temporary vacancies estimated to be in excess of two (2) months duration, the Employer will post the temporary vacancy. The Employer will first consider applications from employees. Where an employee is assigned to a temporary position, they shall be returned to their former position upon termination of the assignment.

16. LAYOFF AND RECALL

16.01 DEFINITION OF LAYOFF

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

16.02 ROLE OF SENIORITY IN LAYOFF

- a) Both Parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority. An employee about to be laid off may bump any employee with less seniority providing the senior employee is qualified to perform the available work. The right to bump shall include the right to bump down, laterally or any temporary employee (including at a higher rate). Any employee displaced by this procedure shall be entitled to the same bumping rights.
- b) The Employer will provide the laid off employee with access to a current seniority list and access to job descriptions.

An employee must exercise the right to bump before the lay-off takes place and shall therefore notify the Employer of the position to which the employee wishes to bump, five (5) working days after receiving the layoff notice unless such notice is not reasonably possible.

- c) An employee who bumps a temporary employee pursuant to 16.02 b) above, shall receive a second layoff notice prior to completion of the temporary position, but shall not be entitled to a second opportunity to bump and shall be placed on the recall list.

16.03 ADVANCE NOTICE OF LAYOFF

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

16.04 RECALL PROCEDURE

Employees shall be recalled in the order of their seniority, providing they are qualified to perform the available work.

16.05 NO NEW EMPLOYEES

New employees shall not be hired until those laid off have been given an opportunity to recall as per Clause 16.04 above.

16.06 Employees on layoff will retain the right to recall for eighteen (18) months from the date of layoff.

17. HOURS OF WORK

17.01 The regular work week shall consist of a forty (40) hour week, Monday to Friday inclusive, unless otherwise mutually agreed between the Employer and the Union.

17.02 The regular work day for all outside employees with the exception of the Street Sweeper, the Parks Maintenance Person and the Building Inspector/Bylaw Enforcement Officer shall be defined as providing eight (8) hours of work between the hours of 7:30 a.m. and 4:30 p.m., with one-half (½) hour off for lunch between 12:00 noon and 1:00 p.m. The regular work day for the Street Sweeper and Parks Maintenance Person shall be eight (8) hours per day and the Building Inspector/Bylaw Enforcement Officer shall be eight (8) hours per day, and the hours each day shall be as required for the effective carrying out of their duties.

The work week for utility operations employees shall consist of five (5) consecutive eight (8) hour working days within a seven (7) day work period followed by two (2) consecutive days off, unless otherwise mutually agreed. The Chief Operator will work Monday to Friday unless otherwise mutually agreed.

17.03 The normal work day for office employees shall consist of seven (7) hours of work between the hours of 7:00 a.m. and 5:00 p.m. with one-half (½) to one (1) hour off for lunch.

17.04 REST BREAKS

a) Each full-time employee shall be entitled to one fifteen (15) minute paid rest break in each half of the full shift.

b) An employee working less than a full shift shall be entitled to one fifteen (15) minute paid rest break within each three (3) consecutive hours of work.

17.05 Hours of work for the Parks and Recreation Department are as stated on Schedule "C" of this Agreement. Not applicable to Parks Maintenance Operations.

17.06 Flexible working schedules deviating from those specified in this Agreement may be established to meet the unique circumstances of different functions or groups with the mutual agreement of the Employer and the Union. Alternate work week schedules will be considered subject to operational requirements.

17.07 The regular work day for the Planner and Planning Technician in Development Services shall be seven (7) hours per day, between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday. No split shifts unless mutually agreed. The employee(s) in these positions will be expected to attend up to four (4) evening meetings per month. Regular rates shall apply.

The regular work day for the Committee Clerk in Development Services shall consist of a minimum of four (4) and a maximum of seven (7) hours of work between the hours of 7:00 a.m. and 9:00 p.m., Monday to Friday. No split shifts unless mutually agreed. The employee in this position will be expected to attend up to eight (8) evening meetings per month. Regular rates shall apply.

18. OVERTIME

18.01 Time and one-half (1½X) shall be paid for work as follows:

- a) All work performed by employees in excess of a normal working day as established by this Agreement.
- b) All work performed by employees covered under Schedule “C” where work is performed on statutory holidays.

18.02 Double time (2X) shall be paid for work as follows:

- a) All work performed on Sundays not included in a regularly scheduled normal work week.
- b) All work performed on Statutory Holidays.
- c) All work performed in excess of three (3) hours overtime in any working day.

18.03 Overtime provisions for the Parks and Recreation Department are as stated in Schedule “C”.

18.04 Employees required to work on “call out” shall be paid for four (4) hours at regular rates of pay or for the actual time worked at applicable overtime rates, whichever is the greater.

18.05 OVERTIME MEAL ALLOWANCE

An employee required to work more than two (2) hours but less than four (4) hours of unscheduled overtime shall receive a seventeen dollar (\$17.00) meal allowance.

An employee required to work four (4) or more hours, but less than eight (8) hours of unscheduled overtime shall receive two (2) meal allowances.

An employee required to work eight (8) or more hours of unscheduled overtime shall receive three (3) meal allowances.

18.06 ACCUMULATED OVERTIME

- a) Union Personnel will be allowed to continuously accumulate up to a maximum of eighty (80) hours overtime from January 1st to mid-December of that year. Accumulated overtime shall be allowed to carry over to September 15th of the following year but paid at the rate earned. Any accumulated overtime not taken by September 15th of the previous year's accumulation, will be paid out at the rate earned.
- b) Accumulated time off may be scheduled at any time mutually convenient to the employee and the Employer.

18.07 Overtime shall be defined as all work in excess of the normal and/or regularly scheduled work day, or the normal and/or regularly scheduled work week, as per Article 17.

18.08 OVERTIME HOURS

Overtime shall normally be allocated on the basis of seniority among the employees of the applicable crews who normally perform the work in question, except where an employee is currently performing the work in question when the decision to go into overtime is made. In such a case, that employee may complete the work, unless two or more of the employees are undertaking the work in question, upon which the overtime work will be offered in seniority order to the workers already performing the work.

18.09 STANDBY AND CALL-IN

- a) Standby shall mean a period during which an employee is not on regular duty but is assigned to be on-call and required to immediately attend any and all call-outs during said standby assignment.
- b) When on standby, employees are required to be fit for duty and in a physical, mental, and emotional state that enables them to perform their job tasks competently and continuously in a manner that does not compromise the integrity of the Town of Ladysmith or create a safety hazard to themselves or others.

- c) All employees directed to be on standby shall be assigned a device to facilitate employer/worker contact.
- d) No employee will be required to be on standby for more than one (1) week in four (4) without mutual agreement in writing between the Union and manager.
- e) Employees assigned to standby status shall be able to report in person to the Town of Ladysmith Main Office within a timeframe no greater than twenty-five (25) minutes from receipt of call-in.
- f) Employees shall be compensated at the rate of one (1) hour of pay (at their regular rate per the current Collective Agreement) for each eight (8) hour period (or portion thereof) that they are required to be on standby.
- g) During statutory holiday days employees shall be compensated at the rate of two (2) hours of pay (at their regular rate per the current Collective Agreement) for each eight (8) hour period (or portion thereof) that they are required to be on standby.
- h) When employees on standby are able to delegate an issue, the employee shall be paid the greater of one (1) hour at their regular rate of pay or applicable overtime rates for the time actually worked, whichever is greater.
- i) It is understood that standby pay is not applicable during scheduled hours of duty.
- j) Standby pay can be banked.
- k) Every effort shall be made to schedule the standby rotation for utilities employees to coincide with the scheduled weekend rotation of the Utilities Department. Employees shall be assigned the pager based on their being scheduled to work the weekend shift.
- l) Employees will be placed on Standby for a minimum of seven (7) consecutive days. Employees will be given seven (7) days notice of being placed on Standby unless mutually agreed between the Union and Employer.

19. SHIFT WORK

- 19.01 Shifts commencing at 2:00 p.m. or later to be paid a premium of sixty cents (\$0.60) per hour. Split shifts where the scheduled start and finish times are more than nine (9) hours apart to be paid a premium of sixty cents (\$0.60) per hour. Premiums shall not be compounded.

19.02 SHIFT DIFFERENTIAL PROPOSAL

In the event the Employer should implement a Shift Schedule at any time during the life of this Agreement, such a proposal must be mutually agreed upon by the Parties to the Agreement.

20. HOLIDAYS

20.01 All employees shall be entitled to thirteen (13) Statutory Holidays with pay, pro-rated for less than full-time employees. For the purpose of this Article, employees on approved sick leave or vacation shall be considered as being at work.

20.02

a) Statutory Holidays are defined as and shall include:

- | | |
|----------------------|------------------------------|
| New Year’s Day | Labour Day |
| Family Day | Truth and Reconciliation Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| British Columbia Day | |

and any other day proclaimed by the Federal, Provincial or Municipal Governments.

b) In a seven (7) day operation, Statutory Holidays are to be observed on the actual day of the Holiday.

20.03 In the case of special and Statutory Holidays occurring while an employee is on their annual vacation, they shall be granted equivalent time off with pay in lieu of such Holidays.

20.04 When any of the above noted holidays fall on a Saturday or Sunday and is not declared or proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding Monday is declared or proclaimed a Holiday) shall be deemed to be the holiday for the purpose of this Agreement. Alternate arrangements to the above may be made by mutual agreement between the Parties.

21. VACATIONS

21.01 All permanent employees shall be entitled to:

a) An employee who terminates employment and who has completed less than one (1) year of service - four percent (4%) of gross pay in lieu of vacation.

b)	<u>LENGTH OF SENIORITY</u>	<u>NUMBER OF WEEKS ENTITLEMENT</u>
	On completion of one (1) year	three (3) weeks
	On completion of five (5) years	four (4) weeks
	On completion of twelve (12) years	five (5) weeks
	On completion of twenty (20) years	six (6) weeks

In the twenty-fifth (25th) year, employees shall receive one (1) additional week of vacation, one time only, which may be taken in the twenty-fifth (25th) or any subsequent year.

21.02 Vacation may be taken at one time if so desired and not on a split basis.

21.03 Vacation shall normally be taken during the months of June, July, August and September, or arranged in such manner that it will not affect normal operations.

Senior Employees shall be given preference in selection of vacation periods provided the Employer is advised of the selection of periods by March 15th for vacation to be taken prior to September 30th and by July 31st for vacation to be taken between September 30th and March 15th of the following year.

21.04 Except as otherwise provided in this Clause the amount of pay for the annual vacation given to a permanent employee in respect of each working year under this Section shall be as follows:

<u>VACATION ENTITLEMENT</u>	<u>PERCENTAGE OF TOTAL WAGES AND SALARY EARNED IN THE WORKING YEAR</u>
three (3) weeks	six percent (6%)
four (4) weeks	eight percent (8%)
five (5) weeks	ten percent (10%)
six (6) weeks	twelve percent (12%)

Provided, however, that where the prescribed percentage in respect of any such employee produces an amount per day which is less than the regular daily rate of pay for such employee, then such employee shall receive vacation pay at their regular rate.

21.05 Employees on leave of absence without pay for periods longer than one month shall be deducted one-twelfth of their vacation pay entitlement for each month in excess of the first month while on such leave.

21.06 The Employer agrees that an employee's rest days immediately preceding and/or immediately following, and contiguous with a period of vacation or a holiday when such holiday is included in the period of vacation, are an employee's free time to be enjoyed at the employee's discretion as part of the vacation break.

22. SICK LEAVE PROVISIONS

22.01 All employees with one (1) continuous year of service or greater shall be entitled to an aggregate of eighteen (18) days of sick leave with pay in each calendar year; sick leave to be granted only where the illness or injury, which is not compensable under the *Workers' Compensation Act*, if such illness or injury incapacitates them to the extent that they cannot carry on their normal duties.

22.02 While it is recognized that sick leave days are to be used by an employee for their own personal illness or non occupational injury, where a family member (meaning spouse, child, or parent) becomes ill or injured, an employee shall be entitled to use up to a maximum of five (5) of their accumulated sick days per year to provide the necessary care.

22.03 Newly hired permanent employees shall be entitled to sick leave in accordance with 22.01 above upon successful completion of their probationary period. Sick leave entitlement shall be on a pro-rated basis, to their date of hire as a permanent employee, in relation to their length of service in the year of being hired.

22.04 An employee may be required to produce a medical certificate for any day that they are absent due to illness.

22.05 Unused credits of sick leave shall accrue to a maximum of one hundred twenty (120) days.

22.06 SICK LEAVE BANK

a) Each permanent employee shall contribute annually a sufficient number of days to maintain a sick leave bank, provided:

- that in no case shall an employee be required to contribute more than five (5) days annual sick leave in any one year;
- the contributions collectively shall not result in an accumulation of more than two hundreds (200) days; and
- the number of days contributed to this sick bank will never decrease the employee's yearly personal sick leave entitlement to less than twelve (12) days per year, as per EI Premium Reduction requirements.

b) Application for an allotment from the sick leave bank may be made by a permanent employee who has suffered a major illness or who has suffered a major injury, which is not compensable under the *Workers' Compensation Act*, and shall be submitted to Union Executive and shall be subject to the approval of the said Executive.

c) No allotment from the sick leave bank shall be approved unless and until the employee concerned has exhausted their entire annual and accrued sick leave allotment and their annual holidays.

- d)
 - (i) The number of days sick leave to be allotted from the sick leave bank shall be determined by the Union Executive but shall not normally exceed fifty (50) working days per employee in any one year. One representative of the Employer shall have a voice on the committee.
 - (ii) Employees requiring more than fifty (50) days shall provide suitable medical certification.
 - (iii) An employee, during the first two (2) years of employment, shall be entitled to only twenty-five (25) days from the bank.
- e) Payment of days allotted from the sick leave bank shall be made in installments covering the normal pay period of the employee concerned and shall be paid on the regular pay day immediately following such pay period.

22.07 An employee, who claims sick leave when not ill or injured as above, shall be subject to immediate discipline by the Employer.

22.08 SUBROGATION

If an employee as a result of a disability, illness or accident is receiving or subsequently receives compensation from another source to replace lost income (such as the Insurance Corporation of British Columbia or any legal action where an amount for wage/benefit loss is awarded), the employee shall either reimburse the Employer or not receive benefits from the sick leave plan. In the event of reimbursement, the Employer shall restore any sick leave credits that may have been utilized.

23. LEAVE OF ABSENCE

23.01 FOR UNION BUSINESS

Time off with pay shall be granted to official representatives of the Union when it becomes necessary to transact Ladysmith Unit business in connection with matters affecting the members of the Union. Such permission shall not be unreasonably denied or delayed by the employee's supervisor.

23.02 UNION CONVENTIONS

Leave of absence may be granted without pay upon request to the Employer, to employees elected or appointed to represent the Union at Union Conventions or to employees requesting leave to conduct Union business. Such permission will not be unreasonably withheld.

23.03 LEAVE FOR FULL-TIME UNION OR PUBLIC DUTIES

Any employee who is elected or selected for a full-time position with the Union, or anybody with which the Union is affiliated, or who is elected to public office, may be granted leave of absence by the Employer for a period of one (1) year. Such leave may be renewed each year during their term of office.

23.04 BEREAVEMENT LEAVE

- a) On satisfactory evidence an employee shall be granted bereavement leave with pay up to a period of five (5) working days per annum. Immediate family means spouse, child, grandchild, parent, parent-in-law, sibling, grandparent, grandparent-in-law, brother-in-law, sister-in-law, niece or nephew by blood, marriage, common-law partnership or adoption.
- b) On satisfactory evidence an employee shall be granted bereavement leave with pay for a total of one (1) day per annum in the event of the death of an uncle, aunt, niece, or nephew.
- c) Common-law Spouse as used in this Article shall mean a person who continues to and has co-habited with an employee for a period of at least one (1) year and who is publicly represented as a spouse.
- d) Bereavement leave is to be observed as a period of mourning and/or to enable the employee to attend a memorial service for the deceased.

23.05 JURY PAY

An employee serving as a juror or court witness shall sign over their jury or court witness pay to the Employer, and shall receive from the Employer in lieu thereof, pay at their regular rate for the time for which the jury or court witness pay applies, excluding mileage and traveling expenses.

23.06 GENERAL LEAVE

Leave of absence with or without pay may, at the discretion of the Employer, be granted to employees for good and sufficient cause upon written application to the Administrator.

23.07 MATERNITY AND PARENTAL LEAVE

Maternity Leave

- (1) A pregnant employee who requests leave under this subsection is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that begins:
 - (a) No earlier than 13 weeks before the expected birth date, and
 - (b) No later than the actual birth date, and
 - (c) Ends no later than 17 weeks after the leave begins.

- (1.1) An employee who requests leave under this subsection after giving birth to a child is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the birth and ends no later than 17 weeks after that date.
- (2) An employee who requests leave under this subsection after the termination of the employee's pregnancy is entitled to up to 6 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the termination of the pregnancy and ends no later than 6 weeks after that date.
- (3) An employee who requests leave under this subsection is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, the employee is unable to return to work when the employee leave ends under subsection (1), (1.1) or (2).
- (4) A request for leave must:
 - (a) Be given in writing to the Employer,
 - (b) If the request is made during the pregnancy, be given to the Employer at least 4 weeks before the day the employee proposes to begin leave, and
 - (c) If required by the Employer, be accompanied by a medical practitioner's or nurse practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (3).
- (5) If an employee on leave under subsection (1) or (1.1) proposes to return to work earlier than 6 weeks after giving birth to the child, the Employer may require the employee to give the Employer a medical practitioner's or nurse practitioner's certificate stating the employee is able to resume work.

Parental Leave

- (1) An employee who requests leave under paragraph (a), (b), or (d) of this subsection is entitled to,
 - (a) For a parent who takes leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 61 consecutive weeks of unpaid leave, which must begin, unless the Employer and the employee agree otherwise, immediately after the end of the leave taken under section 50,
 - (b) For a parent, other than an adopting parent who does not take leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the birth of the child or children,
 - (c) [Repealed 2011-25-327(c).]

- (d) For an adopting parent, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the child or children are placed with the parent.
- (2) If the child has a physical, psychological, or emotional condition requiring an additional period of parental care, an employee who requests leave under this subsection is entitled to up to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).
- (3) A request for leave must:
 - (a) Be given in writing to the Employer,
 - (b) If the request is for leave under subsection (1) (a) or (b) , be given to the Employer at least 4 weeks before the employee proposes to begin leave, and
 - (c) If required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- (4) An employee's combined entitlement to leave under section 50 and this section is limited to 78 weeks plus any additional leave the employee is entitled to under section 50 (3) or subsection (2) of this section.

23.08 LEAVE RESPECTING SEXUAL OR DOMESTIC VIOLENCE

(1) In this section:

"Child" means a person under 19 years of age;

"Domestic or Sexual Violence" includes:

- (a) Physical abuse by an intimate partner or by a family member, including forced confinement or deprivation of the necessities of life, but not including the use of reasonable force to protect oneself or others from harm,
- (b) Sexual abuse by any person,
- (c) Attempts to commit:
 - (i) Physical abuse by an intimate partner or by a family member, or
 - (ii) Sexual abuse by any person, and
- (d) Psychological or emotional abuse by an intimate partner or by a family member, including:
 - (i) Intimidation, harassment, coercion, or threats, including threats respecting other persons, pets or property,
 - (ii) Unreasonable restrictions on, or prevention of, financial or personal autonomy,
 - (iii) Stalking or following, and
 - (iv) Intentional damage to property.

"Eligible Person" means, with respect to an employee,

- (a) A child who is under the day-to-day care and control of the employee by way of agreement or court order or because the employee is the child's parent or guardian,
- (b) A person who;
 - (i) Is 19 years of age or older,
 - (ii) Is unable, because of illness, disability, or another reason, to obtain the necessities of life or withdraw from the charge of the person's parent or former guardian, and
 - (iii) Is under the day-to-day care and control of the employee, who is the person's parent or former guardian, and
- (c) A prescribed person;

"Family Member" means any of the following:

- (a) With respect to a person,
 - (i) The spouse, child, parent, guardian, sibling, grandchild or grandparent of the person, or
 - (ii) An individual who lives with the person as a member of the person's family;
- (b) Any other individual who is a member of a prescribed class;

"Intimate Partner" means, with respect to a person, any of the following:

- (a) An individual who is or was a spouse, dating partner or sexual partner of the person,
- (b) An individual who is or was in a relationship with the person that is similar to a relationship described in paragraph (a).

(2) In addition to experiencing domestic or sexual violence in the circumstances described in the definition of "domestic or sexual violence" in subsection (1), a child who is an employee or eligible person also experiences domestic or sexual violence if the child is exposed, directly or indirectly, to domestic or sexual violence experienced by any of the following individuals:

- (a) An intimate partner of the child;
- (b) A family member of the child.

(3) If an employee or eligible person experiences domestic or sexual violence, the employee may request leave for one or more of the following purposes:

- (a) To seek medical attention for the employee or eligible person in respect of a physical or psychological injury or disability caused by the domestic or sexual violence;

- (b) To obtain for the employee or eligible person victim services or other social services relating to domestic or sexual violence;
 - (c) To obtain for the employee or eligible person psychological or other professional counselling services in respect of a psychological or emotional condition caused by the domestic or sexual violence;
 - (d) To temporarily or permanently relocate the employee or eligible person or both the employee and eligible person;
 - (e) To seek legal or law enforcement assistance for the employee or eligible person, including preparing for or participating in any civil or criminal legal proceeding related to the domestic or sexual violence;
 - (f) Any prescribed purpose.
- (4) If an employee requests leave under subsection (3), the employee is entitled during each calendar year to:
- (a) Up to 5 days of paid leave,
 - (b) Up to 5 days of unpaid leave, and
 - (c) Up to 15 weeks of additional unpaid leave.
- (4.1) A leave under subsection (4) (a) or (b) may be taken by the employee in one or more units of time.
- (5) A leave under subsection (4) (c) may be taken by the employee in
- (a) One unit of time, or
 - (b) More than one unit of time, with the Employer's consent.
- (5.1) Subject to subsection (5.2), an Employer must pay an employee who takes leave under subsection (4) (a) an amount in money equal to at least the amount calculated by multiplying the period of the leave and the average day's pay determined by the formula:

$$\text{Amount Paid} \div \text{Days Worked}$$

Where Amount Paid:

Is the amount paid or payable to the employee for work that is done during and wages that are earned within the 30 calendar day period preceding the leave, including vacation pay that is paid or payable for any days of vacation taken within that period, less any amounts paid or payable for overtime.

Where Days Worked:

Is the number of days the employee worked or earned wages within that 30 calendar day period.

- (5.2) An Employer must pay an employee in a prescribed circumstance who takes leave under subsection (4) (a) an amount in money equal to at least the amount calculated in accordance with the regulations.
- (6) An employee is not entitled to leave under this section respecting an eligible person if the employee commits the domestic violence against the eligible person.
- (7) If requested by the Employer, the employee must, as soon as practicable, provide to the Employer reasonably sufficient proof in the circumstances that the employee is entitled to the leave.

24. PAYMENT OF WAGES AND ALLOWANCES

24.01 Wages and salaries shall be paid in accordance to the Wage Schedules attached hereto and forming part of this Agreement.

24.02 When an employee is required by an official of the Employer to perform the duties of any higher rated position to that occupied by them, they shall receive increased pay for the period so worked at the minimum rate of pay for the higher rated position. Provided, that such minimum is greater than already received and provided further that if an employee works one-half (½) a normal work day at a higher rated position, they will receive the higher rate for the day.

24.03

- a) The services of two employees shall be provided at all times for the purposes of digging graves in Ladysmith cemetery.
- b) Time worked on exhumations in Ladysmith cemetery shall be paid for at the rate of double time.

24.04 MILEAGE ALLOWANCE

Any employee requested by the Employer and who agrees to drive a private vehicle in the performance of their duties shall be reimbursed at the rate not less than that prescribed by Town policy for Council members and management personnel.

25. SEXUAL HARASSMENT

All personnel have the right to work without sexual harassment. Any complaint alleging sexual harassment will be dealt with in the Grievance Procedure and will commence at Step 3, as outlined in Article 11.

26. JOB CLASSIFICATION AND RECLASSIFICATIONS

26.01 JOB DESCRIPTION

The Employer will prepare and submit to the Union a job description for all present classifications and for any new classifications developed during the term of the Agreement.

26.02 In the event of reduction in classification the employee so affected shall have the opportunity to bump in accordance with Article 16.

26.03 When the duties of any job are materially changed, or where the Employer or the Union and/or Employee feels the employee is incorrectly classified, or when a new job is created or established, the rate of pay shall be reviewed, and subject to negotiation between the Employer and the Union. If the Parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the new position was first filled by an employee or, in the case of a revised job, to the date upon which the material change occurred.

26.04 The Employer will prepare and submit to the Union a report showing employees names, job titles, seniority dates and rates of pay.

27. EMPLOYEE BENEFITS

27.01 It is mutually agreed that the Employer shall assume one hundred percent (100%) of the cost of a mutually acceptable medical services plan, including extended health benefits, and a dental plan, for eligible employees. Copies of all benefit plan documents shall be provided to the Union.

The Employee Health Benefits Plan will reimburse drug expenses based on mandatory generic pricing except where the employee's physician provides confirmation that there is no generic substitution available for the prescribed medication.

27.02 The Employer and all eligible employees as defined by the Plan shall be covered by the terms of the Municipal Pension Plan Rules made under the Municipal Pension Plan Joint Trust Agreement pursuant to the authority of the *Public Sector Pension Plans Act*.

27.03 The Employer will arrange to establish and maintain group insurance policies which provide Group Life and Accidental Death and Dismemberment.

a) Group Life and Accidental Death and Dismemberment Basic Plan

Each employee will be covered for \$100,000.00 Group Life and \$100,000.00 Accidental Death and Dismemberment.

b) Optional Plan

Each employee may apply for up to an additional \$300,000.00 Group Life and \$300,000.00 Accidental Death and Dismemberment Insurance. The Optional Group Life insurance requires medical evidence of insurability from each applicant and coverage will become effective only with the written approval of the insurer. No employee shall have their present benefits reduced by a change in carrier.

c) Cost

The cost of the basic plan shall be paid one hundred percent (100%) by the Employer. The cost of the optional plan shall be paid one hundred percent (100%) by the employee through payroll deductions.

27.04 VISION CARE

a) The Extended Health Care Plan (Article 27.01 above) shall include the provision of a Vision Care Option of:

- (i) 2022 Six Hundred Dollars (\$600)
- (ii) 2023 Seven Hundred Fifty Dollars (\$750)

and one (1) eye examination per employee and eligible dependent in any two (2) year period. Premiums for the vision care portion of the Extended Health Care Plan shall be one hundred percent (100%) Employer paid.

b) In return for such coverage, the Parties agree that one hundred percent (100%) of the EI Rebates received shall remain the property of the Employer, with the employees' share being applied against the cost of this vision care coverage. In the event the EI rebate exceeds the benefit premiums, such excess shall be paid to the Union.

27.05 DENTAL CARE

White fillings are included. Orthodontics will be reimbursed at fifty percent (50%) up to a lifetime maximum of six thousand dollars (\$6,000).

27.06 PARAMEDICAL CARE

Chiropractor	Six Hundred Dollars (\$600)
Physiotherapist	Six Hundred Dollars (\$600)
Registered Massage Therapist	Six Hundred Dollars (\$600)
Psychologist/Registered Clinical Counsellor	Six Hundred Dollars (\$600)

27.07 HEARING AIDS

Hearing aids are covered up to three thousand dollars (\$3,000) per employee every forty-eight (48) months and up to three thousand dollars (\$3,000) per dependent every forty-eight (48) months.

27.08 DRUG REIMBURSEMENT

The Employee Health Benefits Plan will reimburse drug expenses based on mandatory generic pricing; except where the employee's physician provides confirmation that there is no generic substitution available for the prescribed medication.

27.09 LONG TERM DISABILITY

a) The Employer shall maintain a Long Term Disability (LTD) plan. Payments to the plan shall be paid one hundred percent (100%) by the employee through payroll deduction. The terms and conditions of the plan shall be mutually agreed between the Parties. The Employer is not the insurer and is not responsible for the payment of any benefits under the plan. Enrollment in the plan shall be mandatory for all permanent employees.

b) Employees on long term disability will have the option of having their benefits continue at the current cost sharing arrangement for a period of up to two (2) years.

27.10 Employees absent from duty due to injuries received while on duty shall receive full salary during such absence for a period not exceeding twelve (12) months for any one accident, but monies received from the Workers' Compensation Board shall be remitted to the Employer during that period.

28. SAFETY AND HEALTH

28.01 UNION EMPLOYER SAFETY COMMITTEE

a) The "General Accident Prevention Regulations" as prescribed by the Workers' Compensation Board of British Columbia shall apply, and a Safety Committee shall be established and maintained in accordance with the said regulations and such Committee shall meet regularly each month. All employees shall adhere to all safety regulations.

b) Section 3.24 of the Industrial Health and Safety Regulations is to be considered part of the Collective Agreement.

28.02 SAFETY CLOTHING, TOOLS AND EQUIPMENT

The Employer shall provide all employees working in any hazardous jobs with all necessary tools, protective equipment and protective clothing required. These shall be maintained and replaced, where necessary, at the Employer's expense. It is recognized that such protective equipment and clothing are temporary measures. The conditions necessitating their use shall be subjected to further corrective measure through engineering changes or the elimination of the hazard.

28.03 COST OF LEGAL PROCEEDINGS

If legal proceedings are taken against an employee whilst engaged in the scope of their employment of the Employer, in relation to a charge involving equipment of the Employer, and the employee is found not guilty or liable in respect of such charge or proceedings, they shall be reimbursed by the Employer for reasonable legal expenses incurred in their defense against such proceedings.

29. TECHNOLOGICAL CHANGE

29.01 The Employer will discuss proposed technological changes with the Union and will give as much notice as possible to employees affected to give them an opportunity to train to operate the new machinery or seek other employment. No regular or probationary employee shall be displaced because of technological change without having received one (1) week notice, pay included, for each year of service, with a minimum of four (4) weeks, during which time they will be allowed up to five (5) hours a week with pay for the purpose of job interviews.

30. CONTRACTING OUT

30.01 RESTRICTIONS ON CONTRACTING OUT

The Employer agrees that all work or services performed by the employees shall not be contracted, sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company, or non-unit employee if it would result in layoff of any permanent employee, or failure to recall those employees on lay-off who are able to perform the work.

30.02 COPIES OF CONTRACTS

Copies of all written contracts for Municipal Works or Service shall be made available upon request to CUPE Local 401.

31. GENERAL CONDITIONS

31.01 TOOL ALLOWANCE

Employees required by the Employer as a condition of employment to supply their own hand tools shall be paid three hundred dollars (\$300.00) per annum in addition to replacement for lost, stolen or damaged tools.

31.02 ALLOWANCES

- a) The Employer will pay a maximum of six hundred dollars (\$600) for permanent or temporary employees, in total every twenty-four (24) months towards the purchase of the following items, provided such items are in conformance with WorkSafe BC regulations.
 - (i) Steel-toed safety boots for employees who are required to wear such in the normal course of their duties.
 - (ii) Raingear for employees required to work out in the weather in the normal course of their duties.
- b) The Employer will pay a maximum of four hundred dollars (\$400) for permanent or temporary FJCC Maintenance Employees, in total every twenty-four (24) months towards the purchase of the following items, provided such items are in conformance with WorkSafe BC regulations.
 - (i) Steel-toed safety boots for employees who are required to wear such in the normal course of their duties.
 - (ii) Raingear for employees required to work out in the weather in the normal course of their duties.
- c) The Employer will pay three hundred dollars (\$300.00) per every twenty-four (24) months upon proof of purchase towards the cost of bathing suits and/or footwear for permanent Aquatic employees.
- d) The Employer will pay a maximum of one hundred fifty dollars (\$150.00) per every twenty-four (24) months upon proof of purchase towards the cost of bathing suits for non-permanent Aquatic employees upon completion of forty hours (40) of work per annum.

31.03 DAMAGE TO CLOTHING

Where, in the opinion of the Employer, the Employer has an obligation to pay for the cost of the cleaning or replacement of clothing of an employee damaged as a result of an accident on the job, the Employer may authorize such cleaning or replacement at the expense of the Employer.

32. TERM OF AGREEMENT

32.01 The terms and conditions of this Agreement shall be binding and remain in full force and effect from the 1st day of January 2022, up to and including the 31st of December 2025, and shall continue from year to year thereafter, including during the period of bona fide collective bargaining or after a strike or lockout and until a new Agreement is reached as provided for in the Statutes of British Columbia.

32.02 Any changes deemed necessary to this Agreement may be made by mutual agreement at any time during its term and shall be by Letter of Understanding and appended to this Agreement.

The Corporate Seal of the TOWN OF LADYSMITH WAS HEREUNTO AFFIXED BY HAND on the

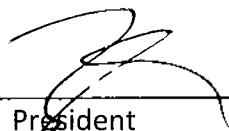
23RD day of June, 2022 in the Town of Ladysmith, in the Province of British Columbia, AND IN THE PRESENCE OF:

SIGNED for the Employer:



Mayor
Town of Ladysmith

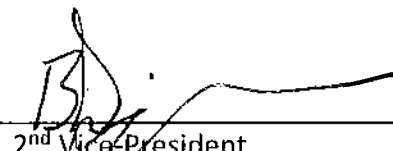
SIGNED for the Union:



President
CUPE Local 401



Chief Administrative Officer
Town of Ladysmith



2nd Vice-President
CUPE Local 401



WAGE RATES

SCHEDULE	BAND	JOB TITLE	1-Jan-22	1-Jan-23	1-Jan-24	1-Jan-25
			3.5%*	2.5%	2.5%	3%
C	1	Lifeguard	26.80	27.47	28.16	29.00
C		Aquatic Instructor	26.80	27.47	28.16	29.00
C		Caretaker Custodian	26.80	27.47	28.16	29.00
C	2	Facilities Maintenance Worker I	27.42	28.11	28.81	29.67
C	3	Lifeguard/Instructor I	28.05	28.75	29.47	30.35
B		Parks Maintenance Worker I	28.05	28.75	29.47	30.35
B		Labourer	28.05	28.75	29.47	30.35
C	4	Youth Leader	28.66	29.38	30.11	31.01
C		Receptionist II	28.66	29.38	30.11	31.01
B		Parks Maintenance Worker II	28.66	29.38	30.11	31.01
C	5	Fitness Attendant	29.31	30.04	30.79	31.71
C		Lifeguard/Instructor	29.31	30.04	30.79	31.71
C	6	Receptionist/Booking Clerk	29.93	30.68	31.45	32.39
B		Labourer - Collection & Distribution	29.93	30.68	31.45	32.39
C		Lifeguard/Instructor II	29.93	30.68	31.45	32.39
A	7	Accounts Payable Coordinator	31.24	32.02	32.82	33.80
A		Administrative Assistant - Corporate Services	31.24	32.02	32.82	33.80
A		Financial Services Coordinator	31.24	32.02	32.82	33.80
B		Equipment Operator I	31.24	32.02	32.82	33.80
A	8	Administrative Assistant - Human Resources	31.87	32.67	33.49	34.49
A		Customer Service Representative	31.87	32.67	33.49	34.49
B		Equipment Operator II	31.87	32.67	33.49	34.49
C		Administrative Assistant – Parks, Recreation & Culture	31.24	32.02	32.82	33.80
A	9	Administrative Coordinator - Public Works	32.50	33.31	34.14	35.16
A		Administrative Assistant – Development Services	32.50	33.31	34.14	35.16
A		Payroll & Benefits Administrator	32.50	33.31	34.14	35.16
B		Certified Utility Operator I - Collection & Distribution	32.50	33.31	34.14	35.16
B		Engineering Assistant	32.50	33.31	34.14	35.16
C		Lifeguard/Instructor III	32.50	33.31	34.14	35.16
B	10	Bylaw Compliance Officer	33.30	34.13	34.98	36.03
B		Engineering Technologist	33.30	34.13	34.98	36.03
A		Administrative Coordinator – Corporate Services	33.30	34.13	34.98	36.03
B		Pipelayer	33.30	34.13	34.98	36.03

*One time rate

WAGE RATES

SCHEDULE	BAND	JOB TITLE	1-Jan-22	1-Jan-23	1-Jan-24	1-Jan-25
			3.5%*	2.5%	2.5%	3%
B	11	Building Technologist	34.18	35.04	35.91	36.99
A	12	Revenue Accountant	35.23	36.11	37.01	38.12
C		Facilities Maintenance Worker II	35.23	36.11	37.01	38.12
C	13	Administrative Services Supervisor – PR&C	35.91	36.81	37.73	38.86
C		Programmer – Children & Youth	35.91	36.81	37.73	38.86
C		Programmer – Health & Wellness	35.91	36.81	37.73	38.86
B		Senior Parks Maintenance Worker	35.91	36.81	37.73	38.86
B		Certified Utility Operator II - Collection & Distribution	35.91	36.81	37.73	38.86
B		Equipment Operator III	35.91	36.81	37.73	38.86
B	14	Certified Utility Operator II - Treatment	36.66	37.58	38.52	39.68
B		Certified Utilities Operator II - Watershed	36.66	37.58	38.52	39.68
B		Equipment & Compost Facility Operator IV	36.66	37.58	38.52	39.68
B		Parks Maintenance Worker III - Arborist	36.66	37.58	38.52	39.68
C		Programmer – Aquatics	36.66	37.58	38.52	39.68
A	15	Accounting Supervisor	37.45	38.39	39.35	40.53
B		Building Inspector	37.45	38.39	39.35	40.53
B		Planner	37.45	38.39	39.35	40.53
C		Recreation & Culture Coordinator	37.45	38.39	39.35	40.53
B		Certified Mechanic	37.45	38.39	39.35	40.53
B		Certified Utility Operator II – Backhoe	37.45	38.39	39.35	40.53
B		Certified Carpenter	37.45	38.39	39.35	40.53
B	16	Parks Maintenance Supervisor	39.27	40.25	41.26	42.50
C		Facilities Maintenance Supervisor	39.27	40.25	41.26	42.50
B	17	Certified Utility Operator III - Treatment	40.78	41.80	42.85	44.14
B		Streets Supervisor	40.78	41.80	42.85	44.14
C		Supervisor – Community Programs & Services	40.78	41.80	42.85	44.14
B		Utilities Supervisor - Collection & Distribution	40.78	41.80	42.85	44.14
B		Senior Engineering Technologist	40.78	41.80	42.85	44.14
B	18	Building Official	41.86	42.91	43.98	45.30
A	19	Senior Planner/Development Approvals Supervisor	44.12	45.22	46.35	47.74
B		Certified Utility Operator III – Utilities Supervisor	44.12	45.22	46.35	47.74
****	****	Childminder	21.74	22.28	22.84	23.53
		Student (Schedule A, B, or C)	20.20	20.71	21.23	21.87
		Program Attendant	18.64	19.11	19.59	20.18
		Summer Senior Leader	18.64	19.11	19.59	20.18
		Summer Junior Leader	15.20	15.65	16.04	16.52

*One time rate **** Excluded from Job Evaluation Plan

SCHEDULE "C" - PARKS AND RECREATION DEPARTMENT

The Parties agree that the Parks, Recreation and Culture Department operates seven (7) days per week.

NOTWITHSTANDING the Hours of Work and Overtime provisions in the Collective Agreement, the Parties hereby agree to the following:

1. HOURS OF WORK

- a)
 - i. Program delivery employees (i.e., Lifeguard and Instructors, Youth Leaders, Fitness Instructors and Program Attendants) may work a variable work day or work week of up to eight (8) hours per day and forty (40) hours per week.
 - ii. The normal full-time work week for maintenance employees shall consist of five (5) consecutive days of eight (8) hours each.
 - iii. The normal full-time work week for administrative employees shall consist of five (5) consecutive days of seven (7) hours each.
 - iv. Part-time employees shall not work more than six (6) consecutive days.
- b) The work day may vary seasonally or as required due to the nature of the work.
- c) The Employer shall arrange that during each working day there shall be two (2) fifteen (15) minute rest periods for all full-time employees and for part-time employees, rest periods shall be appropriate to the shifts worked.
- d) The Employer shall post bi-weekly, or monthly-work schedules a minimum of three (3) days prior to the commencement of the work assignments.

The Employer will make reasonable attempts to maintain a previously determined schedule, however, it is understood that such schedules may be changed by the Employer in circumstances beyond the Employer's control including (but not restricted to) inclement weather, school scheduling, unanticipated event scheduling, unanticipated event cancellation or public needs/accesses.

2. OVERTIME

- a) Overtime shall be paid for at the rate of time and one-half (1½) in excess of eight (8) hours (and seven (7) hours for thirty-five (35) hours per week employment) on any days except the employee's specified days off, and overtime shall be paid at the rate of double time for all overtime in excess of three (3) hours worked on any normal daily shift.
- b) Double time shall be paid to a permanent full-time employee required to work on any scheduled specified days off. Specified days off shall be defined as those days allotted by Management to any employee. A specified day off may not be altered by Management within thirty-six (36) hours of that day without double rates being paid.

3. STAFF MEETINGS AND TRAINING – PARKS, RECREATION AND CULTURE

Where staff meetings or training sessions are called and staff not on shift at the time attend, those staff shall be paid a minimum of two (2) hours at straight time or the actual hours in attendance, whichever is greater. The Employer will make every effort to set meeting or training times that work both operationally and for the convenience of the employees. Staff not on shift shall not be required to attend.

4. BREAKS – FJCC EMPLOYEES

The Parties agree that employees of the Frank Jameson Community Centre will be compensated when unable to take entitled breaks, i.e., coffee and lunch.

The Employer will make every effort to provide employees with breaks but when operationally unable, will pay the employees fifteen (15) minutes in lieu of coffee breaks and thirty (30) minutes in lieu of meal breaks.

It is further agreed that the Employer will not intentionally schedule employees without coffee or lunch breaks, and that every effort will be made to provide these breaks at all times.

LETTER OF UNDERSTANDING #1

between the

TOWN OF LADYSMITH

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 401

RE: STUDENT EMPLOYMENT

Both parties acknowledge the value of hiring students. The work experience for the students and the benefit to the Town is recognized and supported by both parties. Therefore, the Parties agree to the following for student employment:

1. Definition: For the purpose of this Collective Agreement “student” shall have the same meaning as “student” under the *School Act of British Columbia*, or be a student enrolled in a full-time curriculum of an accredited college or university.
2. Students shall be required to provide proof of enrolment at a recognized education facility.
3. Students shall be used for temporary assignments not to exceed six (6) months duration.
4. The maximum length of term for the Summer Coordinator/Senior & Junior Leaders shall be twelve (12) weeks.
5. Three (3) students may be employed by the Town of Ladysmith for a maximum of six (6) months per calendar year. Additional students may be hired by mutual agreement between the Union and the Employer.
6. Rates shall be as follows:

Position	1 Jan 22	1 Jan 23	1 Jan 24	1 Jan 25
Student (Schedule A, B or C)	\$20.20	\$20.71	\$21.22	\$21.86
Summer Coordinator	\$21.74	\$22.28	\$22.84	\$23.53
Summer Senior Leader	\$18.64	\$19.11	\$19.59	\$20.18
Summer Junior Leader	\$15.20	\$15.58	\$15.97	\$16.45


7. Students may not be employed in the event that a regular employee has their hours cut, work opportunities reduced, or is laid off as a result of hiring students.
8. Students shall be required to join the Union.

- 9. Should a student be hired to perform work in a complex, technical or higher paid job category, the parties shall have the right to mutually agree to a rate higher than the student rate.
- 10. Student positions will be posted internal/external concurrently and the Employer agrees that applications from permanent employees of the Employer shall first be considered.

SIGNED for the Employer



Mayor Karon Stone
Town of Ladysmith



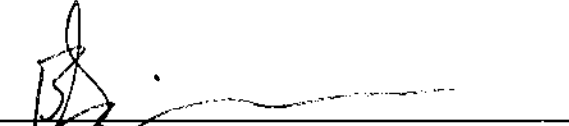
Allison McCarrick
Chief Administrative Officer, Town of
Ladysmith

2022-06-22
Date

SIGNED for the Union:



Blaine Gurrie
President CUPE Local 401



Bob Simpson
2nd Vice-President CUPE Local 401

2022-06-22
Date

LETTER OF UNDERSTANDING #2

between the

TOWN OF LADYSMITH

and the

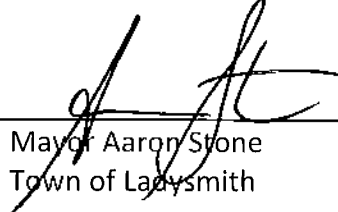
CANADIAN UNION OF PUBLIC EMPLOYEES, Local 401

RE: JOB EVALUATION

The Parties agree that the Gender Neutral Job Evaluation Program as previously agreed is appended to and becomes a part of the Collective Agreement.

The Childminder position shall be excluded from the plan.

SIGNED for the Employer:

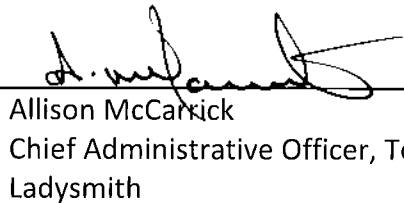


Mayor Aaron Stone
Town of Ladysmith

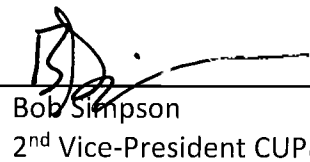
SIGNED for the Union:



Blaine Gurrie
President CUPE Local 401



Allison McCarrick
Chief Administrative Officer, Town of
Ladysmith



Bob Simpson
2nd Vice-President CUPE Local 401

2022-06-22

Date

2022-06-22

Date

LETTER OF UNDERSTANDING #3

between the

TOWN OF LADYSMITH

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 401

RE: YEARLY RETIREMENT SEMINAR

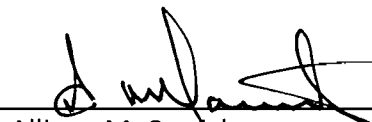
The Parties agree to conduct a yearly retirement planning seminar for employees with the following proviso:

1. Eligible employees must be permanent employees who have a minimum of five (5) years' service.
2. Employees shall be entitled to attend one (1) seminar during their career.
3. The seminar shall be held on a Thursday, Friday or Saturday.
4. The Employer shall be responsible for wage loss for employees attending. CUPE Local 401 shall be responsible for providing the instructor and all course materials. The accommodation shall be shared by the Parties.
5. Attendance shall be restricted to a maximum of fifty percent (50%) management.

SIGNED for the Employer:




Mayor Aaron Stone
Town of Ladysmith



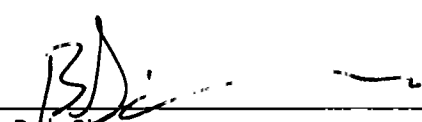
Allison McCarrick
Chief Administrative Officer, Town of Ladysmith

2022-06-22
Date

SIGNED for the Union:



Blaine Gurrie
President CUPE Local 401



Bob Simpson
2nd Vice-President CUPE Local 401

2022-06-22
Date

LETTER OF UNDERSTANDING #4

between the

TOWN OF LADYSMITH

and the

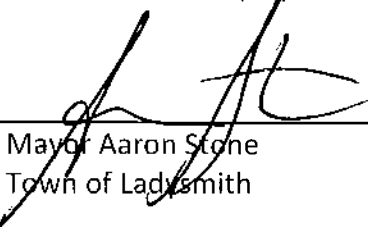
CANADIAN UNION OF PUBLIC EMPLOYEES, Local 401

RE: EMPLOYEE WELLNESS COMMITTEE

The Parties agree to continue with a Joint Employee Wellness Committee:


1. The Committee shall be comprised of three (3) representatives of the Union and three (3) representatives of the Employer.
2. The Committee shall meet no less than four (4) times per calendar year, at a time that is mutually agreeable.
3. Committee members shall suffer no loss of pay for attending committee meetings.
4. The Committee shall enjoy the full support of both parties in the interest of creating a positive workplace environment for all members of the organization.

SIGNED for the Employer:

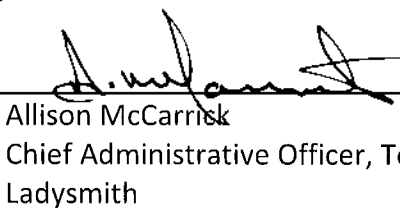


Mayor Aaron Stone
Town of Ladysmith

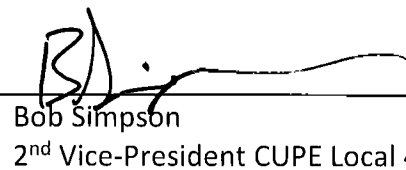
SIGNED for the Union:



Blaine Gurrie
President CUPE Local 401



Allison McCarrick
Chief Administrative Officer, Town of
Ladysmith



Bob Simpson
2nd Vice-President CUPE Local 401

2022-06-22
Date

2022-06-22
Date

LETTER OF UNDERSTANDING #5

between the

TOWN OF LADYSMITH

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 401

RE: CASUAL HOURS

The Parties agree they will meet annually to review Casual employee’s hours. The Parties agree to this review in good faith.

SIGNED for the Employer

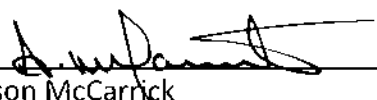


Mayor Aaron Stone
Town of Ladysmith

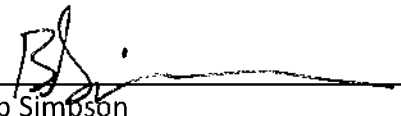
SIGNED for the Union:



Blaine Gurrie
President CUPE Local 401



Allison McCarrick
Chief Administrative Officer, Town of
Ladysmith



Bob Simpson
2nd Vice-President CUPE Local 401

2022-06-22

Date

2022-06-22

Date

LETTER OF UNDERSTANDING #6

between the

TOWN OF LADYSMITH

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 401

RE: PROGRAM ATTENDANT POSITION

1. The rate of pay for the Program Attendant shall be:

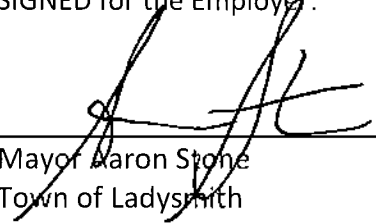
January 1, 2022	January 1, 2023	January 1, 2024	January 1, 2025
\$18.64	\$19.11	\$19.59	\$20.18

2. This position shall receive all negotiated wage increases.

3. As in the past, the Employer shall endeavour to schedule existing qualified employees for these duties.

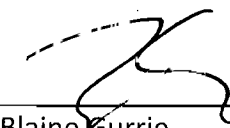
4. This position will be Temporary or Casual in nature depending on the length of assignment and is excluded from the Job Evaluation Plan.

SIGNED for the Employer:




Mayor Aaron Stone
Town of Ladysmith


SIGNED for the Union:



Blaine Gurrie
President CUPE Local 401



Allison McCarrick
Chief Administrative Officer, Town of
Ladysmith



Bob Simpson
2nd Vice-President CUPE Local 401

2022-06-22
Date

2022-06-22
Date

LETTER OF UNDERSTANDING #7

between the

TOWN OF LADYSMITH

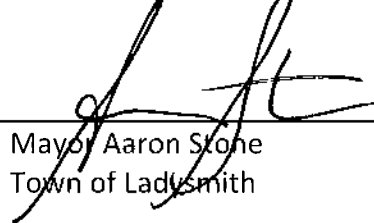
and the

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 401


RE: MECHANIC

Where an incumbent of the Mechanic position provides services to the Town of Ladysmith which exceed the requirements of the position by holding a certification in Motor Vehicle Inspection; and
Whereas this extra service is beneficial to the Town and results in a significant cost savings; and
Whereas the Joint Job Evaluation Program cannot provide adequate compensation commensurate with the services provided;
Therefore, the Parties agree that an additional premium of two dollars (\$2.00) per hour shall be paid to mechanic incumbents who hold a certification in Motor Vehicle Inspection for each hour worked.

SIGNED for the Employer:



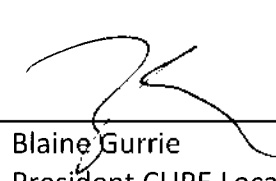
Mayor Aaron Stone
Town of Ladysmith




Allison McCarrick
Chief Administrative Officer, Town of
Ladysmith

2022-06-22
Date

SIGNED for the Union:



Blaine Gurrie
President CUPE Local 401



Bob Simpson
2nd Vice-President CUPE Local 401

2022-06-22
Date

LETTER OF UNDERSTANDING #9

between the

TOWN OF LADYSMITH

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 401

RE: LEAD HAND POSITION

The rate of pay for the position of Lead Hand shall be the employee’s current rate of pay plus a premium of one dollar (\$1.00) per hour. This shall be considered the employee’s hourly rate for all time worked as a Lead Hand. The premium is not included for the purposes of sick or vacation time.

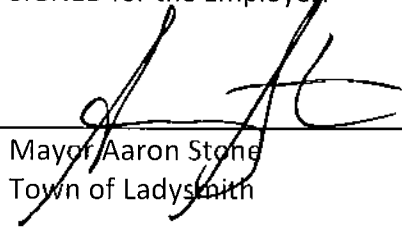
Assignment of Lead Hand duties shall be considered a temporary position when a capital project is undertaken. When the Employer determines they have a need to assign a Lead Hand, the qualified employee, based on seniority, skills, knowledge, and ability shall be offered the position, unless it is not operationally feasible.

The assignment of these duties will take place on a project by project basis and will be based on the length of each individual capital project.

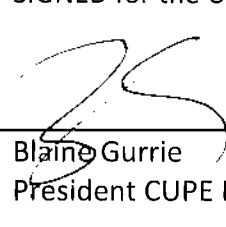
Either party may opt out of this Letter of Understanding by giving the other party 30 days’ written notice.

SIGNED for the Employer:


SIGNED for the Union:



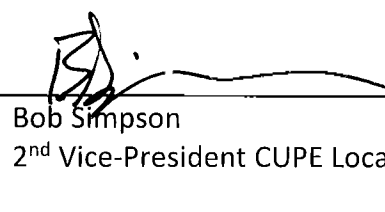
Mayor Aaron Stone
Town of Ladysmith



Blaine Gurrie
President CUPE Local 401



Allison McCarrick
Chief Administrative Officer, Town of
Ladysmith



Bob Simpson
2nd Vice-President CUPE Local 401

2022-06-22
Date

2022-06-22
Date

LETTER OF UNDERSTANDING #10

between the

TOWN OF LADYSMITH

and the

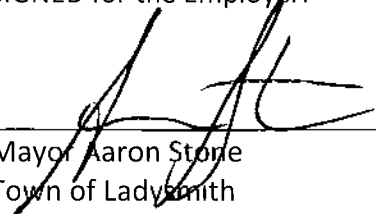
CANADIAN UNION OF PUBLIC EMPLOYEES, Local 401

RE: COMMUNITY CONNECTIONS

The purpose of this Letter of Understanding is to reflect the Employer’s objective of encouraging employees to participate fully in our community. In order to foster and encourage that participation, the Employer agrees as follows:

1. The Employer will provide time off with pay up to a maximum of eight (8) hours per calendar year per employee to volunteer in a local non-profit group providing services to the Town of Ladysmith.
2. The employee may take the time off in minimal increments of one (1) hour.
3. Requests for time off for this purpose shall be granted at the sole discretion of the responsible supervisor, must have approval of the Chief Administrative Officer, and shall be subject to operational needs.
4. Employees must submit requests for time off, in writing, and identify the organization being served and the date and time at which the volunteer services are to be provided.
5. Employees agree to volunteer a matching amount of unpaid time (hour for hour).

SIGNED for the Employer:




Mayor Aaron Stone
Town of Ladysmith

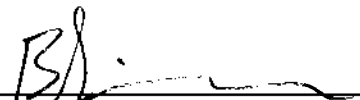
SIGNED for the Union:



Blaine Gurrie
President CUPE Local 401



Allison McCarrick
Chief Administrative Officer, Town of
Ladysmith



Bob Simpson
2nd Vice-President CUPE Local 401

2022-06-22
Date

2022-06-22
Date

LETTER OF UNDERSTANDING #11

between the

TOWN OF LADYSMITH

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 401

RE: CARPENTER

Where an incumbent of the Carpenter position provides services to the Town of Ladysmith which exceed the requirements of the position by holding a Canadian Certified Playground Inspector credential and performing regular playground inspections of Town owned playgrounds;

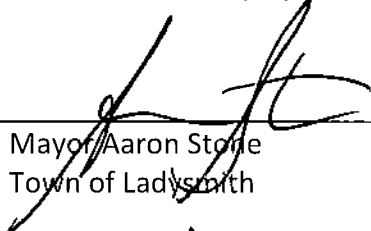
Whereas this extra service is beneficial to the Town and results in a significant cost savings; and

Whereas the Joint Job Evaluation Program cannot provide adequate compensation commensurate with the services provided;

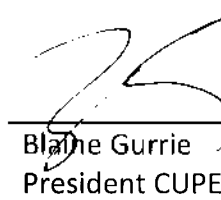
Therefore, the Parties agree that an additional premium of one dollar (\$1.00) per hour shall be paid to incumbents of the Carpenter position who hold a Canadian Certified Playground Inspector credential for each hour worked.

SIGNED for the Employer:

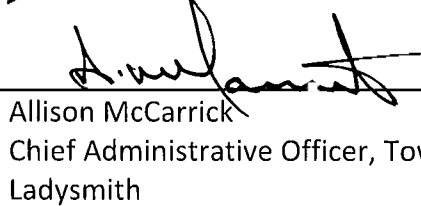
SIGNED for the Union:




Mayor Aaron Stone
Town of Ladysmith



Blaine Gurrie
President CUPE Local 401



Allison McCarrick
Chief Administrative Officer, Town of
Ladysmith



Bob Simpson
2nd Vice-President CUPE Local 401

2022-06-22

Date

2022-06-22

Date

LETTER OF UNDERSTANDING #13

between the
TOWN OF LADYSMITH
and the

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 401

RE: WORK SCHEDULE – UTILITY DEPARTMENT

WHEREAS:

The Utility Department operates seven days per week;

The schedule and rotation of employees stipulated in the Collective Agreement currently results in the same individual(s) working weekends;


The employees wish to rotate weekend work;

Such rotation would result in the requirement to work six (6) consecutive days on some occasions;
and

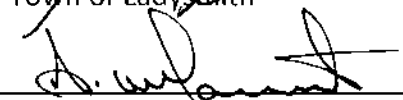
The Parties hereby agree as follows:

1. Notwithstanding any provision in the Collective Agreement concerning hours of work, schedules, rotations, or overtime pay, the employees in the Utility Department will develop a schedule (departmental schedule) to ensure that weekend work is performed on a rotational basis by all employees;
2. Employees will work and be paid eighty (80) hours per pay period at their regular rates of pay;
3. The departmental schedule may require employees to work six (6) consecutive days;
4. Where employees work six (6) consecutive days in accordance with the departmental schedule, they will be paid at their regular rates of pay (i.e., no overtime rates incurred).
5. The Chief Operator will continue to work Monday to Friday unless an alternate schedule is mutually agreed upon.

SIGNED for the Employer:



 Mayor Aaron Stone
 Town of Ladysmith



 Allison McCarrick
 Chief Administrative Officer, Town of
 Ladysmith

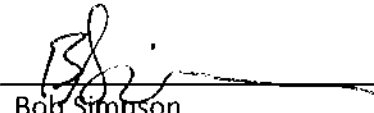
2022-06-22

 Date

SIGNED for the Union:



 Blaine Gurrie
 President CUPE Local 401



 Bob Simpson
 2nd Vice-President CUPE Local 401

2022-06-22

 Date

LETTER OF UNDERSTANDING #16

between the

TOWN OF LADYSMITH

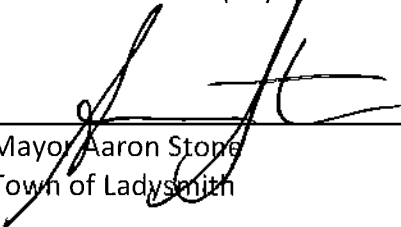
and the

**CANADIAN UNION OF PUBLIC EMPLOYEES,
Local 401**

RE: ANNUAL MAINTENANCE SHUT DOWN

The Parties agree that they will meet to discuss the concerns of both Parties with regards to bumping during the annual maintenance shutdown at Frank Jameson Community Centre.

SIGNED for the Employer:




Mayor Aaron Stone
Town of Ladysmith


SIGNED for the Union:



Blaine Gurrie
President CUPE Local 401



Allison McCarrick
Chief Administrative Officer, Town of
Ladysmith



Bob Simpson
2nd Vice-President CUPE Local 401

2022-06-22

Date

2022-06-22

Date

LETTER OF UNDERSTANDING #17

between the

TOWN OF LADYSMITH

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 401

RE: MARKET STIPEND – PLANNER AND SENIOR PLANNER POSITIONS

WHEREAS the Employer and Union recognize that the compensation level for the Senior Planner position is undervalued in the current market. Further that the Parties have an interest in addressing this matter and the Employer and Union have a desire to address the matter without changing the Job Evaluation Plan during the current round of negotiations.

NOW THEREFORE the Parties agree to the following:

The Parties agree that the Planner and Senior Planner will:

Be compensated with a two-dollar (\$2.00) per hour premium for all hours worked during the term of this Collective Agreement.

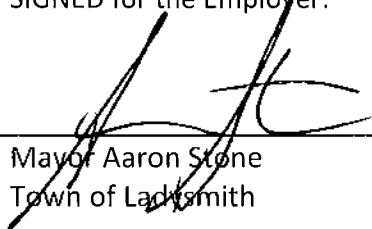
This premium shall be effective on ratification and be effective for the term of this Collective Agreement.

This LOU will not be renewed unless agreed upon by the Parties.

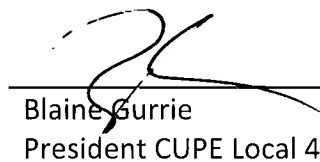
This LOU may be terminated during the term of the Collective Agreement on mutual agreement of the Union and the Town of Ladysmith.

SIGNED for the Employer:

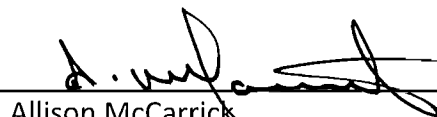
SIGNED for the Union:



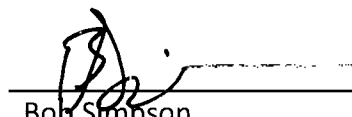
Mayor Aaron Stone
Town of Ladysmith



Blaine Gurrie
President CUPE Local 401



Allison McCarrick
Chief Administrative Officer, Town of
Ladysmith



Bob Simpson
2nd Vice-President CUPE Local 401

2022-06-22
Date

2022-06-22
Date

LETTER OF UNDERSTANDING #18

between the

TOWN OF LADYSMITH

and the

**CANADIAN UNION OF PUBLIC EMPLOYEES,
Local 401**

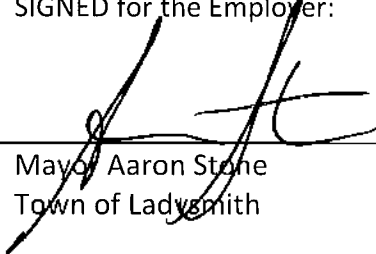
RE: UTILITIES SUPERVISOR, TREATMENT AND SUPPLY POSITION

WITHOUT PREJUDICE AND WITHOUT PRECEDENT

The Parties hereby agree as follows:

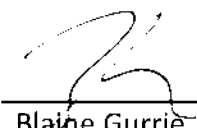
1. Whereas the Joint Job Evaluation Program cannot provide adequate compensation commensurate with the scope and bona fide requirements of the position, the rate of pay for the Utilities Supervisor, Treatment and Supply position shall be \$47.46 hourly during the 2021 calendar year.
2. This position shall receive all negotiated wage increases applied beyond the 2021 calendar year, shall be entitled to all benefits of the Collective Agreement except those specifically excluded during probation, and confirm to all obligations, processes, and procedures set out in the Collective Agreement.

SIGNED for the Employer:

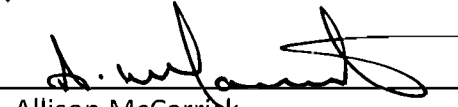


Mayor Aaron Stone
Town of Ladysmith


SIGNED for the Union:



Blaine Gurrie
President CUPE Local 401



Allison McCarrick
Chief Administrative Officer, Town of
Ladysmith



Bob Simpson
2nd Vice-President CUPE Local 401

2022-06-22
Date

2022-06-22
Date

LETTER OF UNDERSTANDING #19

between the

TOWN OF LADYSMITH

and the

**CANADIAN UNION OF PUBLIC EMPLOYEES,
Local 401**

RE: LEAD HAND APPOINTMENTS, UTILITIES

A Utilities Lead Hand appointment shall be defined as additional tasks, duties, and responsibilities supplementary to a Utility employee’s position. These supplementary tasks, duties, and responsibilities may include, but are not limited to, the responsibility to direct and coordinate the work of one (1) or more employees and an accountability to complete limited tasks typically assigned to the Utilities Supervisor.

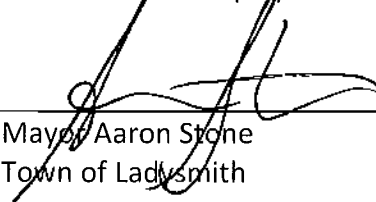
The rate of pay for a Utilities Lead Hand appointment shall be the employee’s current rate of pay plus a premium of one dollar (\$1.00) per hour. This shall be considered the employee’s hourly rate for all time worked as a Lead Hand. This premium is not included for the purposes of sick or vacation time.

Assignment of Lead Hand duties shall be considered an appointment as determined by the Employer. When the Employer determines they have a need to appoint a Lead Hand, the qualified employee, based on seniority, skills, knowledge, and ability shall be offered the appointment, unless it is not operationally feasible.

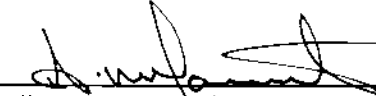
When an employee is required by the Employer to perform duties greater than those typically found within the Lead Hand appointment and of any higher rated position, Article 24.02 (substitution pay) shall be applied accordingly.

Lead Hand appointments may be terminated by the Union, participating employee, or the Employer on thirty (30) calendar days' notice.

SIGNED for the Employer:




Mayor Aaron Stone
Town of Ladysmith




Allison McCarrick
Chief Administrative Officer, Town of
Ladysmith

2022-06-22
Date

SIGNED for the Union:



Blaine Gurrie
President CUPE Local 401



Bob Simpson
2nd Vice-President CUPE Local 401

2022-06-22
Date