

2020 - 2021

COLLECTIVE AGREEMENT

between

RESORT MUNICIPALITY OF WHISTLER

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2010

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THIS Agreement

BETWEEN:

RESORT MUNICIPALITY OF WHISTLER
(hereinafter called "Whistler")

PARTY OF THE FIRST PART

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2010
(hereinafter called "CUPE")

PARTY OF THE SECOND PART

PREAMBLE

The purpose of this Agreement is to set out the terms and conditions of employment between the Resort Municipality of Whistler ("Whistler") and the Canadian Union of Public Employees ("CUPE") Local 2010 so as to:

- continue the harmonious relations, cooperation, and understanding that has long existed between Whistler and its employees;
- foster harmonious relations, cooperation, and understanding between Whistler and CUPE;
- recognize the value of joint discussions and cooperation in matters relating to working conditions;
- promote the morale, well-being and security of employees; and
- preserve and promote the unique resort character of Whistler.

ARTICLE 1: EMPLOYMENT STATUS AND DEFINITIONS

1.01 Employment Status

- (a) A "regular full-time employee" is an employee who has successfully completed the probationary period and who is employed for an indefinite period of time in a full-time position as provided in Article 15 (Hours of Work and Scheduling).
- (b) A "regular part-time employee" is an employee who has successfully completed

the probationary period and who is employed for an indefinite period of time on a regular schedule of at least twenty (20) hours or more each week but less than the hours of work of a regular full-time employee for a particular classification.

- (c) A “temporary employee” is an employee who is employed for a definite and limited period of time on a full-time or part-time basis (which may be extended or shortened by circumstances which could not be reasonably foreseen at the time of hiring).
- (d) An “auxiliary employee” is an employee who is employed on an as-needed basis to augment or substitute for regular staff.

1.02 Definitions

- (a) “Director, Human Resources” means the employee designated by Whistler as the person responsible for the management of the human resource function of Whistler.

ARTICLE 2: MANAGEMENT RIGHTS

- 2.01 Whistler shall have the sole and exclusive right to manage, direct, supervise, control, make changes, and operate Whistler and its employees, subject to the provisions of this Agreement.
- 2.02 Subject to the provisions of this Agreement, Whistler shall always have the right to hire, promote, demote, transfer, lay-off, discipline and discharge employees for proper cause.

ARTICLE 3: UNION RECOGNITION

3.01 Exclusive Bargaining Agent

Whistler recognizes the CUPE Local 2010, as the exclusive bargaining agent for all bargaining unit employees included in the CUPE Local 2010 Certification.

3.02 No Other Agreements

In recognition of CUPE’s exclusive bargaining authority, no bargaining unit employee shall enter into an agreement with Whistler or its representative(s) which may conflict with the terms of this Agreement.

3.03 Right of Fair Representation

Whistler recognizes the Local Union’s right to be assisted by representatives of CUPE when dealing with matters arising out of this Agreement.

3.04 Administration of the Collective Agreement

Time spent by employees during their regular working hours performing functions arising under this Agreement on behalf of CUPE shall be considered time worked.

3.05 Union Business

Members of CUPE shall not conduct any union business while at work except as specifically provided for in this Agreement.

ARTICLE 4: EXCLUSIONS

4.01 Excluded Positions

Whistler and CUPE agree that the following positions are excluded from the bargaining unit:

- (a) Manager, Utilities Group
- (b) Wastewater Treatment Plant Supervisor
- (c) Utilities Group Superintendent
- (d) Manager, Recreation
- (e) Facilities Maintenance Supervisor
- (f) Central Services Supervisor
- (g) Garage Supervisor

ARTICLE 5: UNION MEMBERSHIP

5.01 Union Security

Bargaining unit employees shall become members of CUPE as a condition of employment. New bargaining unit employees shall become members of CUPE on the date that they commence employment with Whistler.

5.02 Dues Check-off

Whistler agrees to deduct from the earnings of each employee covered by this Agreement any dues, initiation fees and assessments levied by CUPE on its members. Whistler shall remit the money so deducted to the Secretary-Treasurer of CUPE no later than the 10th day of the following month for which the dues, initiation fees or assessments were levied. Whistler shall provide to CUPE a list showing the name of each employee from whom dues, initiation fees or assessments were deducted, the last known address of that employee, the amount deducted, and the employee's gender.

5.03 Assignment of Fees and Dues

No deduction shall be made pursuant to Article 5.02 in respect of a given employee unless said employee completes and submits to Whistler an "assignment of fees and dues" form as set out in Section 16 of the Labour Relations Code.

5.04 Dues Receipts

Whistler shall report on each employee's Income Tax (T-4) slip the amount of Union dues paid by that employee in the previous taxation year.

5.05 Acquainting Potential Employees

Whistler agrees to advise potential Utilities Department, and Wastewater Treatment Plant employees that there is a Collective Agreement in effect in respect of employees in those departments and advise them as to the provisions therein concerning Union Security (Article 5.01) and Dues Check-off (Article 5.02).

ARTICLE 6: CORRESPONDENCE

6.01 All correspondence between the Parties in respect of this Agreement, or incidental thereto, shall pass between the Director, Human Resources of Whistler and the President of CUPE, or designate.

6.02 Any correspondence between Whistler and any bargaining unit employee pertaining to the interpretation, administration or application of this Agreement shall be copied to the President of CUPE or designate.

ARTICLE 7: LABOUR MANAGEMENT CONSULTATION COMMITTEE7.01 Establishment of Committee

A joint labour management consultation committee ("Consultation Committee") shall be established consisting of not more than two (2) representatives of Whistler and two (2) representatives of CUPE.

7.02 Meetings of the Committee

The Consultation Committee shall meet at least once every two (2) months at a mutually agreeable time and place to discuss issues relating to the workplace that affect the Parties or any employee bound by this Agreement.

7.03 Function of the Committee

The purpose of the Consultation Committee shall be to promote the co-operative

resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity.

7.04 Meetings of the Committee

Employees shall not suffer any loss of pay as a result of time spent on the Consultation Committee. Employees will not be paid for the time spent in Consultation Committee meetings when held outside their regular working hours.

ARTICLE 8: GRIEVANCE PROCEDURE

8.01 Grievance Defined

A grievance may be filed in respect of any difference arising from the interpretation, application, administration or alleged violation of this Agreement. Grievances shall be processed in accordance with the grievance procedure set out in this Agreement.

8.02 Stewards

CUPE shall notify Whistler in writing of the name of each Steward and the name of the Chief Steward.

8.03 Role of Stewards

Whistler recognizes the role of Stewards in the investigation of disputes, the representation of grievors and the presentation of adjustments under this Agreement.

8.04 Permission to Leave Work

A Steward shall be permitted to leave work during working hours to perform their duties under this Agreement, provided the employee obtains the prior express approval of their Supervisor or Manager. Such permission shall not be unreasonably withheld.

8.05 Right of Representation

A grievor shall have the right to be represented by a Steward at each step of the grievance procedure.

8.06 Union May Initiate Grievances

CUPE may initiate a grievance on behalf of an employee or a group of employees under the grievance procedure, provided CUPE specifies in the grievance the names of the employees to whom the grievance applies and for whom redress is sought.

8.07 Employee Grievances

Step 1

Where an employee has a grievance with Whistler, the employee or CUPE shall, within fourteen (14) calendar days of the incident giving rise to the grievance or within fourteen (14) calendar days of the time to which the employee could, by due diligence, have known of the incident giving rise to the grievance, bring the issue to the attention of their Manager, who shall meet with the employee in an effort to resolve the grievance.

Step 2

Where the grievance has not been resolved at Step 1, the grievance may be submitted in writing to the Director, Human Resources within fourteen (14) calendar days of meeting with the Manager, stating the nature of the difference, the Article of the Agreement alleged to have been breached (if applicable), and the remedy sought. Within twenty-one (21) calendar days, the Director, Human Resources, or designate, shall meet with the employee in an effort to resolve the grievance. At the conclusion of the meeting, the Director, Human Resources, or designate, will provide a written response to the grievance within seven (7) calendar days.

8.08 Referral to Arbitration

Where the grievance has not been resolved at Step 2, CUPE or Whistler may, within twenty-one (21) calendar days of the date of the written response from the Director, Human Resources, refer the grievance to arbitration in accordance with Article 9.

8.09 Policy Grievances

Whistler and CUPE may file, each with the other, within twenty-one (21) calendar days of the alleged incident giving rise thereto, a policy grievance, in writing, specifying the nature of the difference, the Article alleged to have been breached, and the remedy or relief sought. Within twenty-one (21) calendar days of receiving a policy grievance, Whistler and CUPE shall meet and attempt to resolve the policy grievance. If the policy grievance is not resolved to the satisfaction of either party, that party may refer the grievance to arbitration in accordance with Article 9 of this Agreement within twenty-one (21) calendar days following the conclusion of the meeting.

8.10 Waiver of Time Limits

The parties may, by mutual agreement, waive the time limits in Article 8 provided such waiver is express and in writing.

ARTICLE 9: ARBITRATION**9.01 Selection of an Arbitrator**

Where a matter is referred to arbitration pursuant to Article 8.08 or 8.09, the Parties, through their respective representatives, shall discuss the appointment of a single arbitrator. If the Parties cannot reach agreement on the appointment of an arbitrator, the matter shall be referred to the Director of the Collective Agreement Arbitration Bureau pursuant to Section 86 of the Labour Relations Code who shall appoint an arbitrator.

9.02 Three Member Arbitration Boards

Where the Parties agree, an arbitration board consisting of a Union nominee, a Whistler nominee and a neutral Chair may be substituted in place of a single arbitrator. Where the Parties agree to appoint a three (3) member board, each party shall appoint a nominee within seven (7) days of the agreement being reached. Once the nominees have been appointed, the nominees shall follow the selection process set out in Article 9.01 in selecting a Chair.

9.03 Commitment to Expeditious Arbitration of Grievances

The parties agree to use all reasonable efforts to ensure the expeditious arbitration of grievances.

9.04 Arbitration Board Procedure

The parties agree that arbitrators appointed under this Agreement shall have the powers vested in them by the Labour Relations Code and shall exercise those powers in accordance with the provisions of the Labour Relations Code.

ARTICLE 10: PERSONNEL FILES**10.01 Maintenance of Personnel Files**

Whistler may, at its option, maintain a personnel file on each bargaining unit employee. An employee shall have the right to examine the contents of their personnel file during regular departmental office hours upon twenty-four (24) hours written notice to the Director, Human Resources and may request and obtain copies of any material contained in the file.

10.02 Union Access to Personnel Files

CUPE shall be permitted to examine the contents of an employee's personnel file where CUPE submits to the Director, Human Resources twenty-four (24) hours in advance a

signed authorization from the employee granting such permission. The signed authorization must specify the name of the CUPE representative who is to examine the file, the parts of the file to be examined and whether the CUPE representative may make copies of the file contents.

ARTICLE 11: EMPLOYMENT CONDUCT

While engaged in the service of Whistler or when acting in an official capacity related to their employment, employees, as ambassadors of Whistler, shall conduct themselves in a manner which reflects positively on Whistler and the community as a whole.

ARTICLE 12: SENIORITY

12.01 Definition

- (a) "Seniority" is defined as the continuous length of service in the bargaining unit as a regular full-time or regular part-time employee.
- (b) Seniority is calculated from the most recent date of hire to a position within the bargaining unit and shall include service in the bargaining unit prior to the certification or recognition of CUPE.

12.02 Backdating Service

If an auxiliary or temporary employee is selected for a regular full-time or regular part-time position during or within three calendar months of the previous shift worked and successfully completes the probationary period, as identified in Article 17, that employee shall have seniority rights recognized to the most recent date of hire.

12.03 Retention and Accumulation of Seniority

Seniority shall be retained and continue to accumulate for regular employees when they are:

- (a) absent, upon satisfactory proof, due to illness or injury;
- (b) in receipt of Workers' Compensation benefits;
- (c) on vacation;
- (d) on jury duty or court witness duty;
- (e) on maternity or parental leave;
- (f) on approved Union leave;

- (g) on approved leaves of absence, other than Union leave, which are not in excess of three (3) months.

Seniority shall not accumulate for other leaves of absence.

12.04 Loss of Seniority

A regular employee shall lose seniority, and their employment will be severed, in the following circumstances:

- (a) voluntary resignation;
- (b) discharge for cause and is not reinstated;
- (c) failure to return to work within eight (8) working days after receiving notice of recall in accordance with Article 14, save and except where the failure is due to illness or other just cause and the employee has notified the Director, Human Resources within the eight (8) day period;
- (d) absence from work without leave for three (3) days without notifying Whistler;
- (e) retirement;
- (f) absence due to lay-off for a period equal to the employee's seniority, if the seniority of that employee is less than twelve (12) months;
- (g) absence due to lay-off for a period in excess of twelve (12) consecutive months if the employee's seniority is in excess of one (1) year or more;
- (h) receipt of severance pay in accordance with Article 14; or
- (i) upon completion of the trial period with respect to a permanent appointment to a position with the Employer outside the bargaining unit.

12.05 It shall be the responsibility of the employee to keep Whistler informed of their current address.

ARTICLE 13: POSTING AND FILLING OF POSITIONS

13.01 Job Postings

- (a) A "Vacancy" is a bargaining unit position which Whistler intends to fill or a new bargaining unit position created by Whistler.
- (b) Where Whistler decides to fill a job vacancy, or to create a new job, it will give

present employees every reasonable opportunity to apply by posting the position for a period of not less than seven (7) calendar days in Whistler's offices, shops and all bulletin boards.

- (c) Temporary positions which exceed sixty (60) working days shall be posted. Extensions of up to ten (10) working days shall be mutually agreed upon if a position not previously posted is subject to continuation due to circumstances which could not be foreseen at the time of the initial hiring.
- (d) When a regular part-time position has an increase in hours of ten (10) or more hours in a pay period on a continuing basis, the position shall be posted. For the purposes of this Article 13.01(d), "continuing basis" shall be for a period longer than three months.

13.02 Information in Postings

Postings shall include the following information: description of the position, required skills, qualifications, knowledge, training, education, hours of work, shift and wage rate or range.

13.03 Criteria for Making Appointments

In filling vacant positions, the relative skills, qualifications, knowledge, education, training, ability and suitability of applicants, shall be the primary considerations. Where employees are equal, the senior applicant shall be awarded the position.

13.04 Trial Period

- (a) "Trial period" is defined as the first three (3) calendar months of employment in a new position which is served in order to confirm suitability of the employee in the new position.
- (b) Where the employee is absent from work for more than twenty (20) working days during the trial period, the trial period may be extended at the discretion of the Employer for no more than the number of days absent.
- (c) Subject to Article 13.04(e), upon completion of the trial period the employee shall be confirmed in the new position.
- (d) In the event that Whistler determines an employee is unsatisfactory in the position during the trial period or the employee advises Whistler that they wish to return to their former position, the employee shall be returned to their former position or a comparable position, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be

returned to their former position, or a comparable position, without loss of seniority or pay.

- (e) Where an employee is promoted into a new position and has had six (6) more consecutive months of satisfactory acting time in that position that ended no more than six (6) months before the employee was promoted, the trial period shall be deemed to have been successfully completed.

ARTICLE 14: LAY-OFF, RECALL AND SEVERANCE PAY

14.01 Definition

“Lay-off” is defined as a Whistler initiated reduction in the number of regular employees or a reduction in a regular employee’s hours of work as defined in Article 15.

14.02 Notice of Lay-off

Except in cases of inclement weather, mechanical breakdowns, strikes, lockout or other circumstances beyond the control of Whistler, Whistler shall notify regular employees who are to be laid off at least ten (10) working days prior to the effective date of lay-off. If the employee has not had the opportunity to work during the ten (10) days referred to above, the employee shall be paid for those days for which work was not made available.

14.03 Content of the Lay-off Notice

The lay-off notice shall be dated and shall include the effective date of lay-off and the date that recall rights expire.

14.04 Lay-off Procedure

- (a) Job security shall increase proportionate to length of seniority as defined in this Agreement.
- (b) Whistler shall notify incumbents when positions are subject to lay-off. Thereafter employees may exercise their seniority within an equal or lesser classification or pay grade, provided the employee exercising the right has the required skills, qualifications and ability pursuant to Article 13.03. This option must be exercised within five (5) days of receiving lay-off notice. An employee who has been displaced by an employee with greater seniority shall be deemed to have been given lay-off notice and shall follow the procedure discussed herein.
- (c) Employees assuming lower classifications as a result of exercising seniority rights shall be paid the lower classification’s rate and inherent conditions.

- (d) If there are no available position(s) for an employee who is given notice of lay-off, the employee shall be laid off.

14.05 Recall

- (a) An employee shall be recalled to their former position in the order of seniority.
- (b) Each employee must ensure that the Director, Human Resources is provided with a telephone number and mailing address where they can be reached.
- (c) Whistler will contact the employee to be recalled by telephone or by a couriered letter to the mailing address provided. The employee shall then have three (3) working days in which to contact the Director, Human Resources in order to arrange a return to work. The employee shall have five (5) working days after contacting the Director, Human Resources to return to work. Exceptions may be made to these time limits where an employee is unable to report to work due to circumstances beyond the employee's control.
- (d) Failure by the employee to comply with Article 14.05(c) shall be considered a rejection of the employment offer.
- (e) If an employee on the recall list rejects recall two (2) times, the employee shall be deemed to have voluntarily resigned.
- (f) Under no circumstances shall the rights to recall exceed the total length of seniority, to a maximum of twelve (12) months.

14.06 Severance Pay in Lieu of Recall

- (a) An employee who has been issued lay-off notice may, within five (5) calendar days of receiving said notice, make an irrevocable election, in writing, to accept severance pay in lieu of any recall rights to which the employee would otherwise be entitled.
- (b) Where the employee elects to accept severance pay in lieu of recall rights, the employee shall be paid an amount based on their seniority as defined by Article 12, as follows:
 - (i) three (3) days' pay for each calendar year of service up to and including five (5) calendar years of service;
 - (ii) five (5) days' pay for each calendar year of service after six (6) years of service;

- (iii) the maximum number of days pay for severance will be forty-five (45) days' pay.
- (c) Regular part-time employees shall have severance pay calculated on a pro-rated basis. Wages upon which severance pay is calculated shall be based on the employee's wages effective the date of receipt of lay-off notice.

ARTICLE 15: HOURS OF WORK AND SCHEDULING

15.01 Wastewater Treatment Plant

- (a) Employees at the Wastewater Treatment Plant shall normally work a schedule consisting of nine (9) days of work in a fourteen (14) day period. Each day of work shall be eight and one half (8.5) hours exclusive of a one-half (½) hour lunch period.
- (b) Hours of Work
 - (i) Regular hours of work may be either 6:00 a.m. - 3:00 p.m. or 7:30 a.m. - 4:30 p.m. with one-half (½) hour lunch period.
 - (ii) There shall be two (2) paid rest periods (coffee breaks) of fifteen (15) minutes per shift.
- (c) Work Schedules

Employees at the Wastewater Treatment Plant shall work either Work Schedule (A) or (B) as shown below.

WORK SCHEDULE (A) - nine (9) days of work followed by five (5) consecutive days off (9 days x 8.5 hours/day)

WORK SCHEDULE (B) - five (5) days of work followed by two (2) consecutive days off, four (4) days of work followed by three (3) consecutive days off (9 days x 8.5 hours/day)
- (d) Clean Up Time

Employees are allowed one-half (½) hour at the end of each shift in which to clean up prior to leaving the Wastewater Treatment Plant.

15.02 Utilities Department

- (a) Employees in the Utilities Department shall normally work a schedule consisting of nine days of work in a fourteen (14) day period. Each day of work shall be eight and one half (8.5) hours exclusive of a one-half (½) hour lunch period.
- (b) Hours of Work
 - (i) The regular hours of work shall occur between 7:00 a.m. and 4:00 p.m.
 - (ii) There shall be two (2) paid rest periods (coffee breaks) of fifteen (15) minutes per shift.
- (c) Work Schedules
 - (i) Employees hired on or before 2006 January 23 shall work a Monday to Friday schedule that provides for every second Friday off with employees assigned to either Shift Schedule A or Shift Schedule B to ensure coverage on Fridays. Employees working Shift Schedule A or B will continue to work that Shift Schedule unless there is mutual agreement between the Employer and the employee to change from Shift Schedule A to Shift Schedule B or vice versa or to be covered by paragraph (ii) below.
 - (ii) Employees hired after 2006 January 23 shall work a schedule of five (5) days of work followed by two (2) consecutive days off, four (4) days of work followed by three (3) consecutive days off. The schedule can start on any day of the week.
 - (iii) Employees covered by paragraph (i) may volunteer to be covered by paragraph (ii).

15.03 Central Services Department

- (a) Subject to the exception set out in Article 15.03(b), employees in the Central Services Department shall normally work a schedule consisting of nine (9) days of work in a fourteen (14) day period. Each day of work shall be eight and one-half (8.5) hours exclusive of a one-half (½) hour lunch period.
- (b) Employees in the Garage (Small Engine Mechanic, Journeyman Welder, Journeyman Heavy Duty Mechanic, Journeyman Mechanic, and Journeyman Automotive Technician) shall work a schedule consisting of eight (8) days of work in a fourteen (14) day period. In this case, seven (7) of those days of work shall be nine and a half (9.5) hours exclusive of a one-half (½) hour lunch period, and one (1) of those days of work shall be ten (10) hours exclusive of

a one-half (½) hour lunch period. These hours of work may be extended to other employees in the Central Services Department at the discretion of the Employer.

(c) Hours of Work

- (i) The regular hours of work shall be from Monday to Saturday and between 6:30 a.m. and 5:00 p.m.
- (ii) There shall be two (2) paid rest periods (coffee breaks) of fifteen (15) minutes per shift.

(d) Work Schedules

- (i) Employees working nine (9) days in a fourteen (14) day period shall work a schedule of five (5) days of work followed by two (2) consecutive days off, four (4) days of work followed by three (3) consecutive days off. The schedule can start on any day of the week.
- (ii) Employees working eight (8) days in a fourteen (14) day period shall work a schedule of four (4) days of work followed by three (3) consecutive days off. The schedule can start on any day of the week.

15.04 Facility Maintenance Department

- (a) Employees in the Facilities Maintenance Department shall normally work a schedule consisting of four (4) days of work in a seven (7) day period. Each day of work shall be nine (9) hours exclusive of a one-half (½) hour lunch period.

(b) Hours of Work

- (i) The regular hours of work shall occur between 5:30 a.m. and 2:30 a.m.
- (ii) There shall be two (2) paid rest periods (coffee breaks) of fifteen (15) minutes per shift.

(c) Work Schedules

The schedule can start on any day of the week.

15.05 Change in Hours of Work

Whistler may alter the hours of work of any employee, upon giving that employee five (5) working days' notice of a change, except as described below. Changes in the regular

hours of work may be implemented earlier with the consent of the employee. Such notice may be waived in emergency situations.

- (a) Wastewater Treatment Plant employees hired on or before 2017 May 09 shall not be changed from Work Schedule A to B or from Work Schedule B to A except by mutual agreement. Wastewater Treatment Plant Employees hired after 2017 May 09 shall not be changed from Work Schedule B to A except by mutual agreement.
- (b) Utilities Department employees hired on or before 2006 January 23 shall not be changed from one work schedule to another except by mutual agreement (except as provided for in Article 15.02(c)(iii)).

15.06 Meal Breaks

Whistler shall schedule meal breaks such that no employee works more than five (5) consecutive hours without a meal break. Where at the discretion of Whistler an employee is required to be available to work during the scheduled meal break, the meal break shall be considered time worked.

15.07 Standby Pay

(a) Shift Standby Pay

An employee designated by Whistler as being on standby in respect of a particular shift shall receive two (2) hours pay for the entire shift.

(b) Twenty-four (24) Hour Standby Pay

An employee designated by Whistler as being on standby in respect of a particular twenty-four (24) hour period shall receive four (4) hours pay for the entire twenty-four (24) hour period.

(c) Standby Assignments

Standby shall normally be assigned for periods not exceeding seven (7) continuous days and shall be shared and rotated amongst qualified employees.

(d) Standby Pay while Acting in a Higher-rated position

An employee who is designated to be on standby while they are acting in a higher-rated position shall have their standby pay based on the acting rate of pay.

(e) Standby Pay – Primary On-Call Operator

When the primary on-call operator is on standby they shall be paid at the Utilities Operator 3 or WWTP Operator 3 wage rate, as appropriate.

15.08 Minimum Daily Hours

An employee shall be paid for a minimum of:

- (a) four (4) hours if the employee starts work, unless the work is suspended for a reason completely beyond Whistler's control; or
- (b) two (2) hours in any other case, unless the employee is unfit for work or fails to comply with the appropriate Workers' Compensation Board Health and Safety Regulations.

15.09 Annual paid day off

Each regular full-time employee who has been employed for more than thirty (30) calendar days, shall be given a paid day off each year which Whistler may require to be used during the Christmas holiday season, or with the approval of the Supervisor it may be scheduled at another time.

ARTICLE 16: OVERTIME, CALLOUT, AND PAID MEAL BREAKS16.01 Overtime Rates

Overtime work authorized by Whistler shall be paid to all employees for all work performed outside of regular hours (as defined in Article 15), at the following rates:

- (a) Time and one half (1½X) for all overtime for the first two (2) hours of overtime when the work immediately precedes or follows the regular shift of the employee, and
- (b) Double time (2X) for all other overtime worked in excess of two (2) hours in a day, for callouts not immediately preceding or following the regular shift of an employee and for all hours worked on regularly scheduled days off.

16.02 Banked Overtime

Employees who work overtime may bank the overtime at the applicable rate in lieu of being paid for the overtime. All requests to use banked overtime as time off require the approval of the employee's Supervisor. All or part of an employee's banked overtime will be paid out to an employee at their request and shall be paid on their regular pay cheque. All banked overtime in excess of ten (10) working days as of

December 31st each year shall be paid to the employee on the first pay period in January of the following year at the hourly rate in effect on December 31st.

16.03 Overtime Approval

Overtime compensation is payable only in respect of those overtime hours approved by the Supervisor or Manager.

16.04 Callout and Telephone Callouts

Callout

- (a) An employee who is called to work outside of their regular working hours shall be paid double time (2X) from the time the employee is called to report to duty until the employee arrives back home (proceeding directly from work) with a minimum of two (2) hours' pay. The minimum includes compensation for travel time.
- (b) An employee who has responded to a callout and who receives an additional call or calls before the expiry of the minimum two (2) hour period or before the employee arrives home, whichever shall last occur, shall not be entitled to any additional callout minimums but the employee shall continue to be paid double time (2X) for all hours worked until the employee arrives back home (proceeding directly from work).

(c) Telephone Callout

When an employee receives a telephone call and/or a page and does not have to report to a worksite, the employee shall be paid as follows:

- (i) one (1) hour at double (2X) the employee's hourly rate of pay for the first and any subsequent telephone calls/pages that occur during the one (1) hour period from the time of the first telephone call/page;
- (ii) if a call/page extends beyond the one (1) hour period, the employee shall be paid at double time (2X) for the additional time worked beyond the one (1) hour period;
- (iii) any subsequent call and/or page will trigger the one (1) hour pay as in (i) above;
- (iv) telephone/SCADA callout pay for primary standby shall be based on the greater of the employee's regular hourly rate of pay or the rate applicable for the Utilities Operator 3 or Waste Water Treatment Plant Operator 3, as appropriate.

16.05 Paid Meal Breaks and Allowances

(a) Breaks During Overtime (Shift Extensions)

An employee who works overtime immediately following or immediately preceding their scheduled shift will be given a paid meal break of one-half (½) hour immediately upon completion of two (2) continuous hours of overtime work. Upon completion of each succeeding three and one-half (3½) continuous hours of overtime work, the employee shall be given another meal break of one-half (½) hour which, except in an emergency, shall be taken no later than the end of each three and one-half (3½) hour work period.

(b) Breaks During Callouts and Scheduled Overtime

An employee who completes three and one-half (3½) continuous hours of callout work, or overtime work occurring at any time other than immediately following or immediately preceding the employee's regular shift (except as described in Article 16.05(c)) shall be given a paid meal break of one-half (½) hour. Upon completion of each succeeding three and one-half (3½) continuous hours of callout work or overtime work, the employee shall be given another paid meal break of one-half (½) hour.

(c) Breaks During Scheduled Overtime for the Purpose of Shift Replacement

An employee who is scheduled for overtime for the purpose of replacing an entire shift shall receive one (1) paid meal break of one-half (½) hour.

(d) Emergencies

Whereby for reason of an emergency it is not feasible to give a meal break at the required time under (a) or (b), Whistler will provide a meal during the course of the work. Where a meal has been provided, employees shall have a choice between the provided meal or a meal allowance as per Article 16.05(e).

(e) Meal Allowance

(i) An employee who works overtime immediately following or immediately preceding their regular shift will be entitled to a twelve dollar (\$12.00) meal allowance at the first break and a five dollar (\$5.00) meal allowance for each succeeding break.

(ii) An employee called back to work following the completion of their regular shift will be entitled to a twelve dollar (\$12.00) meal allowance at the first break and a five dollar (\$5.00) meal allowance for each succeeding break.

- (iii) Where an employee has been pre-scheduled for overtime other than immediately preceding or immediately following an employee's regular shift and is notified prior to the end of the preceding day, and that overtime is likely to last at least four (4) hours, the employee shall not be entitled to an allowance for the first break but shall be entitled to a twelve dollar (\$12.00) meal allowance on the second break and a five dollar (\$5.00) meal allowance at each succeeding break.

16.06 Overtime/Callout and Regular Hours of Work

If an employee works a period of two (2) hours or more on a callout or overtime between their regular shifts, the employee shall be entitled to a rest break equal to the hours worked before starting their next regular scheduled shift. If the rest period extends into their regular shift and the employee returns to work the remaining portion of their regular shift, the employee shall be paid at straight-time for that portion of their regular shift that they work and in addition they shall be paid at straight time for that portion of their regular shift not worked up to a maximum of four (4) hours.

16.07 Rotation of Overtime and Standby

Overtime and standby assignments will be assigned on a rotational basis among regular full-time employees within each department and classification who are qualified and available to perform the available work. The rotation will be conducted in order of seniority.

Notwithstanding the requirement to offer assignments on a rotational basis, the Employer may elect to offer an assignment to an employee for the purpose of having that employee complete a previously started task or to an employee where specialized skills are required.

ARTICLE 17: PROBATIONARY PERIOD

17.01 Definition

"Probationary period" is the period of employment served to assess an employee's suitability of employment as a regular employee.

17.02 Probationary Period

The probationary period is the first ninety (90) working days after an employee has been appointed to a regular position.

17.03 Criteria

In assessing suitability, Whistler shall consider:

- (a) the quantity and quality of work performed during the probationary period;
- (b) the employee's ability to work harmoniously with others;
- (c) the employee's conduct; and
- (d) the employee's ability to perform the duties identified in the relevant job description.

17.04 Absence During the Probationary Period

Where an employee is absent from work for seven (7) working days or more during the probationary period for any reason, the probationary period shall be extended by a period of time equal to the period of time the employee was absent. Whistler shall provide written notice to the employee and CUPE should an extension of the probationary period arise as provided in this Article.

17.05 Extension of the Probationary Period

Where, during the final thirty (30) working days of an employee's probationary period, Whistler has not yet been able to confirm the suitability of the employee, Whistler may extend the probationary period by an additional thirty (30) working days. The employee and CUPE shall receive notice of extension of the probationary period.

ARTICLE 18: PAID HOLIDAYS

18.01 Paid Holidays

The Parties recognize the following statutory and civic holidays as "paid holidays" for the purpose of this Article:

1. New Years' Day.
2. Family Day.
3. Good Friday.
4. Easter Monday.
5. Victoria Day.
6. Canada Day.
7. British Columbia Day.
8. Labour Day.
9. Truth and Reconciliation Day
10. Thanksgiving Day.

11. Remembrance Day.
12. Christmas Day.
13. Boxing Day.
14. Or any other holiday as proclaimed by the Federal or Provincial Government or by the Resort Municipality of Whistler.

18.02 Entitlement

After thirty (30) calendar days of employment, an employee shall receive a day off with pay for each paid holiday or an equivalent, as set out below.

18.03 Working on Paid Holiday

An employee who works on a paid holiday shall receive:

- (a) Pay at a rate of one and one-half times (1½X) the employee's regular rate of pay for regular hours worked and double time (2X) for all hours worked in excess of regular hours; and
- (b) A working day off with pay, to be scheduled with the mutual consent of the employee and their Supervisor prior to or in conjunction with any annual vacation taken by the employee.

18.04 Paid Holiday Falling on Scheduled Day Off

Where a paid holiday falls on an employee's scheduled day off, the employee shall receive a working day off with pay, to be scheduled, by the mutual consent of the employee and their Supervisor prior to any subsequent annual vacation taken by the employee.

ARTICLE 19: VACATION

19.01 Entitlement

- (a) The amount of vacation time earned by regular employees is dependent upon their length of service with Whistler.
- (b) Regular full-time employees shall receive an annual vacation with pay in accordance with the following schedule:

Years of Service	Annual Vacation
1 to 6 years	15 days
7 to 14 years	20 days
15 to 25 years	25 days

26 or more years

30 days

- (c) Regular part-time employees shall receive an annual vacation with pay on a pro-rated basis in accordance with their seniority as set out in Article 19.01(b).
- (d) Temporary and auxiliary employees shall not receive annual vacation credits, but instead shall receive an amount in lieu of all benefits and leave entitlements, as set out in Article 26.
- (e) At any time after completion of their probationary period, an employee may request time off for vacation.

19.02 Use of Vacation Entitlement

Not more than fifteen (15) days' vacation may be taken at one time. Exceptions will be considered by Whistler upon advance written application by the employee and shall be considered on the basis of operational requirements, frequency of such requests, and the impact on other employees.

19.03 Vacation Carry Forward

Employees may accrue and carry forward vacation entitlement, provided that they take at least two (2) weeks' vacation after twelve (12) consecutive months of employment and at least three (3) weeks' vacation after five (5) consecutive years of employment. The maximum vacation carryforward that an employee may accumulate at any one time is twenty (20) days.

19.04 Requests for Vacation Leave

All requests for vacation leave shall be made in writing to the employee's Supervisor, normally a minimum of one (1) month prior to the proposed commencement date of the vacation.

19.05 Vacation Pay Upon Termination

Employees who are terminated or resign shall be paid out at one hundred percent (100%) of accrued vacation. This vacation pay may not be used to extend employment.

19.06 Advance Vacation Payment

Pay for annual vacation to which the employee is entitled shall be paid in one (1) payment to the employee at least four (4) days prior to the employee's vacation, provided a written request for advance pay has been made to the Payroll Department at least two (2) weeks in advance of such vacation. Where an employee has mutually agreed to take their annual vacation entitlement in one unbroken period or any

combination of five (5) consecutive working days, payment for the employee's annual vacation shall be in accordance with this section.

19.07 Interrupted Vacation

Where an employee qualifies for approved leave during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date.

19.08 Illness During Vacation

In the event of illness occurring while an employee is on annual vacation, the employee shall be granted extra days to compensate for such time provided that a medical certificate is supplied when the employee returns to work. An employee shall be required to notify their Supervisor when illness occurs during their annual vacation.

19.09 Vacation Credit

Vacations are deemed to be earned on the first day of January each calendar year. An employee who leaves the service of Whistler prior to the end of the calendar year shall repay any overpayment.

ARTICLE 20: SICK LEAVE

20.01 Definition

Sick leave is time during which an employee is absent from their regularly scheduled work with pay as a result of illness or disability. Sick leave shall not include time absent from work as a result of an injury for which compensation is payable under the Workers Compensation Act.

20.02 Entitlement

Regular full-time employees upon completion of the probationary period shall accrue sick leave credits at a rate of one (1) day per month of active service up to a total of twelve (12) days per calendar year to a maximum accumulation of one hundred and twenty (120) days. Regular part-time employees, upon completion of the probationary period, shall accrue sick leave credits on a pro-rata basis with the one hundred and twenty (120) day maximum accumulation also pro-rated.

20.03 Sick Leave Deductions

Whistler shall deduct from an employee's accumulated sick leave credits an amount equal to the number of regular working hours the employee is absent on sick leave.

20.04 Notification Requirement

An employee who is ill or disabled and who is unable to come to work shall, as a condition of receiving sick leave for the shift in question, notify their Supervisor at the beginning of each shift for which sick leave is being requested.

20.05 Proof of Illness

After four (4) consecutive days of sick leave or when it appears that a pattern of absence is developing, an employee shall, as a prerequisite to receiving any additional sick leave, provide to Whistler, upon request, a certificate from a qualified medical doctor confirming that the employee is unable to work due to illness or injury and the expected duration of the illness or injury. This request shall be made either prior to or immediately upon the employees' return to work and the employee shall bear the cost of the certificate.

20.06 Proof of Fitness to Return to Work

Where an employee has been off work due to illness or injury for a period of ten (10) working days or more, the employee shall, upon request, provide to Whistler a certificate from a qualified medical doctor stating that the employee is fit to return to work and perform the duties of their position. In such circumstances Whistler shall bear the cost of the certificate. Whistler may require an employee to undergo an independent medical examination, in which case Whistler shall bear the cost of the examination.

20.07 No Sick Leave Accumulated During Layoff or Leave of Absence

Employees shall not accumulate sick leave credits during periods of lay-off or during unpaid leaves of absence in excess of one (1) month. Any sick leave credits accrued prior to the commencement of the lay-off or leave shall be retained.

20.08 Short Term Disability Leave

Short term disability leave commences when all sick leave credits have expired or when the elimination period has elapsed, whichever is the greater. The elimination period for weekly indemnity benefits is seven (7) days for illness or zero (0) days for accident or hospitalization (hospitalization means a stay of at least one (1) night). An employee who is ill and does not have sufficient sick leave credits, may use vacation or banked overtime credits to cover the elimination period.

20.09 Long Term Disability Leave ("LTD")

Employees receiving long term disability benefits under the terms of the LTD plan shall be granted unpaid long-term disability leave for the period during which the employee

receives long term disability benefits.

ARTICLE 21: LEAVES OF ABSENCE

21.01 Leave of Absence Requests

Employees requesting a general leave of absence, or other leaves specified in this Article, with or without pay, shall submit the request in writing for the leave to the CAO. The requests must indicate the length of the absence and the reason for the absence. The CAO shall approve or reject the request based on the circumstances and merits of each application.

21.02 Benefit Continuation

Where an employee has been granted an extended leave of absence (more than one month) the employee shall make arrangements to pay the full cost of medical, dental, extended health and life insurance premiums to Whistler. Benefit continuation is subject to prior written approval of the insurer in each specific case.

This Article is contingent on the acknowledgment of the insurer, received prior to concluding this Agreement, that such benefit continuation may occur in the circumstances set out herein.

21.03 Bereavement Leave

When a member of an employee's immediate family dies, an employee shall be granted up to five (5) days of paid bereavement leave. For the purposes of this Article, "immediate family" means an employee's spouse (including common-law spouses who have resided together for one (1) year or more), child, stepchild, mother, father, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, grandmother, grandfather, or grandchild.

21.04 Family Responsibility Leave

Each employee shall receive up to five (5) days of unpaid leave during each employment year to meet responsibilities related to: (1) the care, health or education of a child in the employee's care; or (2) the care or health of any other member of the employee's immediate family. Family responsibility leave shall be taken in blocks of a minimum of one-half (½) day. Unused family responsibility leave credits shall not be carried forward.

21.05 Maternity and Parental Leave

(a) Length of Leave

Birth Mother

- (i) A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to sixty-one (61) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave.
- (ii) In the event the birth mother dies or is totally disabled, an employee who is the father of the child shall be entitled to both maternity and parental leave without pay.

Birth Father and Adoptive Parent

- (iii) An employee who is the birth father, the adoptive father or the adoptive mother shall be entitled up to sixty-two (62) consecutive weeks of parental leave without pay. The employee shall take the leave within seventy-eight (78) weeks of the child's birth or date the child comes within the care and custody of the employee.

Extensions--Special Circumstances

- (iv) An employee shall be entitled to extend the maternity leave by up to an additional six (6) consecutive weeks' maternity leave without pay where a physician certifies the employee is unable to return to work for medical reasons related to the birth.
- (v) An employee shall be entitled to extend the parental leave by up to an additional five (5) consecutive weeks without pay where the child is at least six (6) months of age before coming into the employee's care and custody and the child is certified as suffering from a physical, psychological or emotional condition.
- (vi) In no case shall the combined maternity and parental leave exceed seventy-eight (78) consecutive weeks following the commencement of the leave.

(b) Notice Requirements and Commencement of Leave

- (i) An employee who requests parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.

- (ii) An employee shall provide written notice to the Director, Human Resources, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. (In case of adoption of a child, the employee shall provide as much notice as possible).
- (iii) An employee on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date the employee intends to return to work.
- (iv) An employee who wishes to return to work within the six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.
- (v) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, the maternity leave shall be deemed to have started on the date the employee gave birth.

(c) Return to Work

On resuming employment, an employee shall be reinstated to their previous position or a comparable position and for the purposes of benefits and vacation entitlement (but not for paid holidays or sick leave) maternity and parental leave shall be counted as service. Vacation pay shall be pro-rated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation leave which is unpaid.

(d) Sick Leave

- (i) An employee on maternity leave or parental leave shall not be entitled to sick leave during the period of leave.
- (ii) Subject to paragraph (d)(i), an employee on maternity leave or parental leave who has notified the Director, Human Resources of their intention to return to work pursuant to paragraph (b)(iii) and who subsequently suffers any illness or disability which prevents them from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which the employee would otherwise have returned to work.

(e) Benefits

- (i) MSP, Dental, EHB, and Life Insurance benefits shall continue uninterrupted during the period of time the employee is on maternity

and/or parental leave provided that the employee makes arrangements prior to commencing the leave to pay their share of the benefit premiums for that period where the premiums are cost-shared. Where an employee makes arrangements to continue benefits coverage, all benefits named in this paragraph shall continue.

- (ii) Pension contributions will cease during the period of the leave. Employees may make arrangements to pay the contributions on return from the leave in accordance with the Municipal Pension Plan Rules.

(f) Paid Parental Leave

In addition to the above, a regular full-time employee shall be entitled to one (1) week of leave without loss of pay, to be taken within one (1) month of the birth or adoption of the employee's child. A cash payment or banking/carry-over of this leave is not permitted.

21.06 Absence from Duty for Union Officials

- (a) Where an employee is elected or selected for a part-time/full-time position with CUPE Local 2010, or is a delegate to conventions, affiliate functions, seminars, or workshops, or is elected or appointed to a part-time or full-time position with the Canadian Union of Public Employees, the British Columbia Federation of Labour, or one of its councils, or the Canadian Labour Congress, Whistler may grant leaves of absence without pay for a period of up to one (1) year, without loss of seniority, provided that the absence of the employee does not unduly interfere with the operation of Whistler.
- (b) Not more than two (2) such official Union representatives shall be granted such leave at any one time. Whistler may, in its discretion, grant further official Union representatives union leave without pay where operational requirements permit. Requests for Union leave of absence shall nevertheless be given precedence over any other applications for leave on the same day.
- (c) An employee who has been on a leave of absence for one (1) year or more shall give at least sixty (60) calendar days' notice to Whistler prior to returning to the service of Whistler. Upon termination of such period of office, such an employee may return to the first vacant position for which the employee is qualified in the service of Whistler. Employees may request a further leave of absence prior to the expiry of any such leave of absence.
- (d) Where leaves of absence are granted without pay under this Article, upon written request of CUPE, such employee shall receive the pay and benefits as provided for in the current Agreement. CUPE will reimburse Whistler within one (1) month for all pay and benefits during the period of absence.

21.07 Bargaining Leave

- (a) Upon application to and upon receiving written permission from Whistler in advance, up to three (3) members of the bargaining unit shall be granted leave of absence with pay for the purpose of representing CUPE at the bargaining table during collective agreement negotiations with Whistler.
- (b) In addition, unpaid leave of absence may be granted without loss of seniority, in accordance with this Article, in respect of preparation time and other periods of time not spent at the bargaining table. Further official representatives may be granted leaves of absence without pay.
- (c) Where leaves of absence are granted without pay under this Article, upon written request of CUPE, such employee shall receive the pay and benefits as provided for in the current Agreement. CUPE will reimburse Whistler within one (1) month for all pay and benefits during the period of absence.

ARTICLE 22: EMERGENCY RESPONSE VOLUNTEER POLICY (ERVO)

22.01 Recognition of Volunteer Organizations

Whistler recognizes the contribution made to the community of Whistler by emergency response volunteer organizations (“Whistler ERVO’s”) and supports and encourages employees who serve in these organizations. Whistler also recognizes the contribution made to neighbouring communities by volunteer emergency response organizations and supports employees who serve in such organizations - “other ERVO’s”.

22.02 ERVO Definitions

Whistler ERVO’s include the Whistler Volunteer Fire Department, Whistler Search and Rescue, and Whistler Emergency Social Services, and “other ERVO’s” include the Squamish Volunteer Fire Department and the Pemberton Volunteer Fire Department.

22.03 Notice of Involvement

Employees who are members of an ERVO shall notify their Manager upon commencing work with Whistler or upon joining the ERVO. Where an employee has failed to notify their Manager, the employee is ineligible for the benefits of this Article.

22.04 Emergency Response Leave

An employee, called upon to respond to an emergency during their regular working hours may, provided their absence will not interfere with the safe operation of the

Department and provided that the employee notifies their Supervisor in advance, respond to the emergency. Where the call to respond comes from a Whistler ERVO defined in Article 22.02 above, the employee shall continue to receive their regular pay as if they had continued to work to the end of the scheduled shift. Where the call to respond comes from any other ERVO, the employee shall be granted unpaid leave of absence for the remainder of that scheduled shift and for subsequent shifts if necessary.

22.05 Designation of Emergency Response Volunteer Organizations

Any changes to the designation of organizations as Whistler ERVO's and "other ERVO's" to which the provisions of this Article apply shall be by mutual agreement of the parties.

ARTICLE 23: PAYMENT OF WAGES AND ALLOWANCES

23.01 Wage Schedule

Employees shall be paid in accordance with the wage schedule attached to this Agreement as Schedule "A". Employees shall be paid in accordance with the grid step for their classification commensurate with their seniority as defined in Article 12.

23.02 Payment of Wages

- (a) Whistler shall pay employees bi-weekly on alternate Fridays.
- (b) Employees shall be paid either:
 - (i) by cheque, draft or money order, payable on demand, drawn on a savings institution; or
 - (ii) by deposit to the credit on the employee's account in a savings institution.
- (c) The manner of payment shall be determined by Whistler, and may be changed from time to time on reasonable notice.
- (d) On each pay day, employees shall be provided with an itemized statement of their earnings, deductions and amount deposited to the employee's account.

23.03 Acting in a Higher-rated Position

(a) Acting Rate of Pay

While acting in a higher-rated position, the employee shall be paid at a rate equivalent to the lowest pay grid step applicable to the higher-rated position sufficient to provide an increase in pay (the "acting rate").

(b) When Applicable

Where an employee is assigned by Whistler to perform the duties and assumes the responsibilities of a higher-rated position, the employee shall be paid the acting rate.

(c) Overtime While Acting in a Higher-rated Position

The acting rate of pay shall be applicable to any overtime hours worked while working in the higher-rated position.

23.04 Acting in a Lower-Rated Position

If an employee is assigned from time to time to do work which has a lower rate of pay, the employee will receive their regular rate of pay.

23.05 Shift Premium

Employees scheduled to work between the hours of 6:00 p.m. and 6:00 a.m. shall be paid a shift premium of one dollar (\$1.00) per hour. Shift premiums shall not be paid in respect of overtime worked but shall be paid in respect of regular hours worked on a Paid Holiday pursuant to Article 18.

ARTICLE 24: CLASSIFICATIONS AND JOB DESCRIPTIONS

24.01 Definitions

- (a) "Classification" is a category of position(s) grouped together with the same general responsibilities as set out in a job description. A number of different positions within the same or different departments may therefore be encompassed within the same classification.
- (b) "Job Description" is a document that sets out the general responsibilities, nature and scope of work and the qualifications of a classification.

24.02 Whistler shall prepare and provide to CUPE a job description for each classification covered by Schedule "A".

24.03 Whistler shall notify CUPE of any significant changes in job descriptions.

24.04 New Classifications

- (a) When a new classification is introduced by Whistler, Whistler may implement the classification and attach a wage rate thereto. Whistler will immediately notify CUPE of the new classification and of the wage rate in writing.
- (b) In the event CUPE disagrees with the wage rate, the matter shall be raised with Whistler within thirty (30) working days and CUPE and Whistler shall have a further thirty (30) working days in which to attempt to negotiate an acceptable wage rate.
- (c) If Whistler and CUPE are unable to agree on the appropriate wage rate within the thirty (30) working days, the matter may be referred to arbitration pursuant to Article 9.
- (d) Any adjustment to the wage rate, whether such adjustment results from negotiations or from the award of an arbitration board shall become effective on the date that the employee(s) assumed the responsibility and duties of the position.

24.05 Classification Appeal Procedure

An employee or CUPE shall have the right to appeal the classification of the position occupied by employee(s) in accordance with the following procedure:

- (a) If an employee or CUPE believes that the position such employee occupies is improperly classified or has been substantially changed, either CUPE or the employee shall request, in writing, to the employee's immediate non-bargaining unit Supervisor that a review of the job description and the job be undertaken. The Supervisor shall forward the request to the Director, Human Resources along with any documentation and comments as appropriate.
- (b) The Director, Human Resources shall undertake to review the request and shall provide a written response to the employee and/or CUPE within thirty (30) working days of receiving the request.
- (c) In the event CUPE disagrees with the wage rate or the classification decision of Whistler, the matter shall be raised with Whistler within thirty (30) working days and CUPE and Whistler shall have a further thirty (30) working days in which to attempt to negotiate an acceptable wage rate and/or classification.
- (d) If Whistler and CUPE are unable to agree on the appropriate wage rate or classification within the thirty (30) working days, the matter may be referred

to arbitration pursuant to Article 9.

- (e) Any adjustment to the wage rate, whether such adjustment results from negotiations or from the award of an arbitration board shall become effective on the date that the employee(s) or CUPE made the initial request for a classification review.

ARTICLE 25: PENSION

All eligible employees shall participate in the Municipal Pension Plan in accordance with its rules and regulations.

ARTICLE 26: BENEFITS

26.01 Benefit Plans

Whistler shall provide those eligible employees, as set out in Article 26.02, with the opportunity to participate in the following group benefit plans:

- British Columbia Medical ("MSP")
- Group Life ("GL")
- Accidental Death and Dismemberment ("AD&D")
- Extended Health ("EHB")
- Dental ("DENTAL")
- Short Term Disability ("STD")
- Long Term Disability ("LTD")

Eligible employees shall be required to participate in the benefit plans herein unless satisfactory proof is provided to Whistler that the employee is already covered under the plan of a spouse or parent.

26.02 Eligibility

- (a) Regular full-time employees shall be eligible to participate in the benefit plans listed above.
- (b) Regular part-time employees are eligible to participate in the benefit plans if regularly scheduled to work forty (40) hours or more bi-weekly.
- (c) Temporary employees shall be paid an amount equal to twelve percent (12%) of their regular earnings in lieu of all employee benefits, including vacation entitlement. Upon completion of six (6) complete calendar months of service in any consecutive twenty-four (24) month period, temporary employees will have the option to apply for GL, AD&D, EHB, DENTAL, STD, prorated sick leave, and receive six percent (6%) in lieu of vacation and paid holidays. Where a

temporary employee chooses to waive all benefits, twelve percent (12%) of their regular earnings will continue to be paid in lieu of all employee benefits, including those benefits providing time off with pay.

- (d) Auxiliary and regular part-time employees who do not qualify for benefits shall be paid an amount equal to twelve percent (12%) of their regular earnings in lieu of all employee benefits, including those benefits providing time off with pay.

26.03 Payment of Premiums

(a) Share of Premiums

- (i) Whistler shall pay, on a cost share basis, the MSP, EHB, DENTAL, GL, and AD&D insurance premiums.
- (ii) The cost of STD and LTD plan premiums shall be paid one hundred percent (100%) by the employee.

- (b) Each eligible employee's monthly income will be increased by an amount equal to the cost of the short-term disability and long-term disability plan premiums multiplied by the cost-sharing percentage applicable to that employee in accordance with their seniority.

(c) Cost Sharing Formula

- (i) The cost of benefit plan premiums for eligible employees shall be shared between Whistler and the employee in accordance with the following formula, based on seniority as defined in Article 12.01:

Seniority	Cost-Sharing Formula Whistler/Employee
1st year	50/50
2nd year	60/40
3rd year	70/30
4th year	80/20
greater than 4 years	90/10

- (ii) The cost share of premiums for regular part-time employees shall be fifty percent (50%), Whistler's share shall be fifty percent (50%).

26.04 Waiting Periods

Eligibility for benefits is subject to the provisions and rules of each benefit plan

referred to herein, including completion of the waiting period as set out in the applicable plans.

26.05 Same Sex Coverage

An employee who cohabits with a person of the same sex, and who promotes such person as a "spouse" (partner), and who has done so for a period of not less than twelve (12) months, will be eligible to have the person covered as a spouse for the purposes of MSP, EHB and DENTAL benefits.

ARTICLE 27: HEALTH AND SAFETY

27.01 Health and Safety Responsibility

- (a) Whistler and CUPE agree that safety is of the utmost concern and is the responsibility of Whistler, its Supervisors and employees.
- (b) Whistler and all employees shall comply with the requirements of the Workers' Compensation Board and the Whistler Occupational Health and Safety Program.
- (c) Employees shall work safely, promote safe work practices and working conditions and shall advise Whistler of unsafe acts or practices.

27.02 Health and Safety Committee

- (a) CUPE shall elect one (1) Wastewater Treatment Plant employee and one (1) Utilities Department employee to the Whistler Occupational Health and Safety Committee.
- (b) Time spent attending health and safety committee meetings, investigating accidents or other duties assigned by the Whistler Health and Safety Committee shall be without loss of pay or benefits. Employees will not be paid for time spent in Health and Safety Committee meetings when held outside their regular working hours. Arrangements shall be made to ensure that CUPE members elected to the Whistler Health and Safety Committee shall be given adequate time off to attend to their duties.

27.03 Whistler Health and Safety Program

Whistler and the employees shall ensure all employees and Supervisors are familiar and comply with the Whistler Health and Safety Program.

ARTICLE 28: TECHNOLOGICAL CHANGE**28.01 Notice of Change**

- (a) Whistler shall give to CUPE, in writing, at least ninety (90) days' notice of any intended Technological Change.
- (b) Technological Change is any change in work methods, operations or processes, or the introduction of any new equipment which:
 - (i) significantly affects the terms and conditions of employment of one or more employees to whom this Agreement applies; and
 - (ii) alters significantly the basis upon which this Agreement was negotiated.

28.02 Discussion

During the term of this Agreement, any disputes arising in relation to adjustment to Technological Change shall be discussed between the bargaining representatives of the two parties to this Agreement.

28.03 Referral to Arbitration

Where any dispute related to the introduction of the Technological Change cannot be settled in direct negotiations, either party may refer the matter directly to an Arbitration Board constituted under Article 9 of this Agreement.

28.04 Training

In the event that Whistler introduces a Technological Change requiring new or greater skills than are currently possessed by affected employees, such employees shall be provided with training at full cost to Whistler. Following such training, a period not to exceed three (3) months shall be provided to the employee to become competent in fulfilling the functions relating to the Technological Change. Should the employee not become competent as provided herein the employee shall be laid off in accordance with Article 14.

ARTICLE 29: CLOTHING AND UNIFORMS**29.01 Clothing**

An employee shall wear clothing appropriate to the type of work the employee performs. Clothing supplied by Whistler shall remain the property of Whistler. Temporary, regular part-time, and auxiliary employees shall be provided with

appropriate protective clothing from the lists in Articles 29.03, 29.04 and 29.05, based on the time of year and the kind of work they are performing.

29.02 Wastewater Treatment Plant

Protective clothing shall be provided to all Wastewater Treatment Plant employees as follows:

- two (2) pair coveralls or overalls (as requested)
- one (1) pair rubber boots
- gloves (as required)
- Safety Equipment, including, but not limited to
 - hip waders
 - safety glasses
 - lab coats
 - vests
 - hard hats
- one (1) winter coat

29.03 Utilities Department

Protective clothing shall be provided to regular full-time Utilities Department employees as follows:

- one (1) winter jacket
- two (2) pair coveralls or overalls (as requested)
- one (1) pair rubber boots (separate water and sewer if required)
- gloves (as required)
- Safety Equipment as required, including, but not limited to
 - hip waders (separate water and sewer if required)
 - safety glasses
 - vests
 - hard hats
- Snowmobile clothing as required
 - pants
 - jackets
 - helmets (open or full face at employee choice)
 - gloves

29.04 Central Services Department

Protective clothing shall be provided to regular full-time Central Services Department employees as follows:

- Welders and Mechanics working in the Garage shall receive the following as required:
 - Toques
 - Hats
 - safety equipment and clothing
 - shirts
 - Coveralls
 - light duty jacket
 - winter jacket
- Stores staff and the Fleet Administrative Assistant shall receive one (1) high visibility jacket

29.05 Facilities Maintenance Department

Protective clothing shall be provided to regular full-time Facilities Maintenance Department employees as follows and as required:

- toques
- shirts
- baseball cap
- light duty jacket
- winter gloves
- winter jacket

29.06 Wastewater Treatment Plant employees and Utilities Department employees are responsible for the cleaning of their coveralls and overalls, on site, with the washer, dryer and detergent supplied by Whistler.

29.07 Boot Allowance

Where conditions of employment require the use of safety footwear, the Employer will subsidize the purchase of the approved safety footwear in the amount of one hundred seventy-five dollars (\$175.00) every two (2) years upon receipt of proof of purchase.

29.08 Tool Allowance

The Employer will provide to each Mechanic who supplies a set of his or her own tools a tool allowance of two hundred dollars (\$200.00) per year.

ARTICLE 30: USE OF MUNICIPAL VEHICLES AND PROPERTY**30.01 Use of Municipal Vehicles**

Employees, when authorized to do so, shall use municipal vehicles for official purposes only. Employees shall operate municipal vehicles in a safe manner, and shall obey posted speed limits and parking regulations. Authorization to use municipal vehicles must be obtained in advance from an employee's Supervisor. Employees shall not pick up hitchhikers while driving municipal vehicles.

30.02 Commercial Use of Municipal Property

Employees are prohibited from using any municipal property, including municipal vehicles, in the course of secondary employment, and are prohibited from using municipal property for commercial purposes.

ARTICLE 31: TERM OF AGREEMENT

31.01 This Agreement shall be from January 01, 2020 until December 31, 2021 (inclusive).

31.02 Should either Whistler or CUPE at any time within four (4) months immediately preceding the date of expiry of this Agreement, by written notice require the other party to commence collective bargaining, or should the parties be deemed to have given notice under Section 46 of the Labour Relations Code, this Agreement shall continue in full force and effect, and neither party shall make any change or alter the terms of this Agreement until:

- (a) CUPE can lawfully strike in accordance with Part 5 of the Labour Relations Code;
or
- (b) Whistler can lawfully lockout in accordance with the provisions of Part 5 or the Labour Relations Code; or
- (c) The parties have concluded a renewal or revision of this Agreement or shall have entered into a new Collective Agreement, whichever is earlier.

31.03 The operation of subsection 2 and 3 of Section 50 of the Labour Relations Code shall be specifically excluded from and shall not be applicable to this Agreement.

ARTICLE 32: RESIGNATION

32.01 An employee shall submit their resignation in writing at least two (2) weeks prior to the anticipated date of termination of employment.

ARTICLE 33: INDEMNIFICATION

Whistler agrees to save harmless and indemnify employees from and against all loss, costs, damages, or expenses incurred or suffered while carrying out their employment duties in accordance with the policies, procedures and requirements of Whistler.

It is understood that an employee may not be indemnified if the action or proceeding is a result of gross negligence or wilful misconduct.

ARTICLE 34: NO DISCRIMINATION

- 34.01 Whistler and CUPE endorse the provisions of the Human Rights Code of British Columbia that address the issues of employment discrimination.
- 34.02 Whistler and CUPE agree that there will be no discrimination against any employee by reason of race, colour, ancestry, Indigenous identity, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age.
- 34.03 Whistler and CUPE recognize the right of all employees to work in an environment free from sexual harassment.

ARTICLE 35: MISCELLANEOUS**35.01 Proper Accommodation**

Proper accommodation shall be provided for employees to have their meals and store and change their clothes.

35.02 Bulletin Boards

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

35.03 Copy of Collective Agreement

CUPE and Whistler desire every employee to be familiar with the provisions of the Agreement and the employee's rights and obligations under it. For this reason Whistler shall print, sufficient copies of the Agreement within sixty (60) days of ratification.

35.04 Retroactive Pay for Terminated Employees

An employee who has served their employment between the effective date of the termination date of this Agreement and the new Agreement shall receive the full

retroactivity of any increase in wages, salaries or other perquisites.

35.05 Professional Fees and Licenses

Whistler shall pay professional fees and/or license fees and associated costs for an employee who is required to be a member of a professional association or be licensed in relation to their work for Whistler.

35.06 Vehicle Kilometre Rates

A travel allowance shall be paid to employees who are authorized to use their private vehicles in the course of performing their employment duties. All such travel is subject to prior written authorization by the employee's Supervisor. Such travel allowance shall be paid in accordance with the rates established by Whistler as amended from time to time, and shall be calculated on a monthly basis.

ARTICLE 36: JURY DUTY AND COURT ATTENDANCE

36.01 Jury/Witness Duty

- (a) An employee called for jury duty, or subpoenaed as a witness for employment-related matters, shall be allowed time off during the period of such duty without loss of pay. Any remuneration received for such jury/witness duty shall be remitted to Whistler.
 - (b) An employee shall report for work immediately if excused from jury/witness duty for the day, provided there are more than two (2) hours of work left in the work day.
- 36.02 Whistler shall not be required to provide any allowance for payment of additional transportation costs, parking fees, lunches, or other expenses incurred while on jury duty, nor shall these expenses be deducted from any fees received by an employee.

36.03 Employment-Related Court Attendance

Time spent at court by employees in their official capacity shall be at the employee's regular rate of pay. Employees required to attend court in the performance of their duties on a regularly scheduled day off shall be paid for the time worked at straight time or overtime rates, as applicable.

IN WITNESS WHEREOF Whistler has caused these presents to be signed by its proper Officials on its behalf, and CUPE has caused these presents to be executed under the hands of its proper Officials duly authorized on their behalf.

SIGNED ON BEHALF OF
RESORT MUNICIPALITY OF
WHISTLER



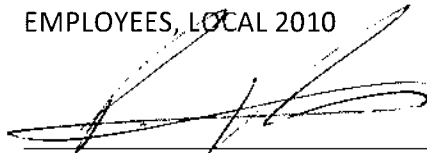
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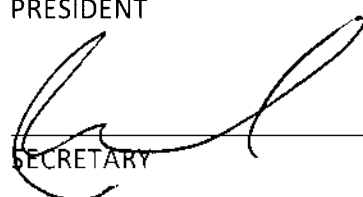
DIRECTOR, HUMAN RESOURCES

August 18, 2022
Date

SIGNED ON BEHALF OF
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2010



PRESIDENT



SECRETARY

August 18, 2022
Date

SCHEDULE "A"

Class		Jan. 01 2020	Jan.01 2021
Laboratory Technician WWTP Laboratory Technician	Start	\$34.26	\$34.95
	Year 2	\$35.78	\$36.50
	Year 3	\$37.30	\$38.05
	Year 4	\$38.82	\$39.60
	Year 5	\$40.35	\$41.16
WWTP Operator 4	Start	\$42.06	\$42.90
WWTP Operator 3	Start	\$39.85	\$40.65
WWTP Operator 2	Start	\$37.67	\$38.42
WWTP Operator 1	Start	\$35.37	\$36.08
WWTP Labourer 1	Start	\$28.80	\$29.38
WWTP Trainee	Start	\$28.34	\$28.91
Wastewater Maintenance Foreperson	Start	\$39.16	\$39.94
Chief Operator Sewer	Start	\$40.18	\$40.98
	Year 2	\$41.42	\$42.25
	Year 3	\$42.56	\$43.41
Electrician Instrumentation Technician	Start	\$43.89	\$44.77
	Year 2	\$45.11	\$46.01
	Year 3	\$46.27	\$47.20
Industrial Electrician – Utilities	Start	\$42.13	\$42.97
Millwright	Start	\$40.07	\$40.87
Chief Utilities Operator	Start	\$40.18	\$40.98
	Year 2	\$41.42	\$42.25
	Year 3	\$42.56	\$43.41

Utilities Operator 3	Start	\$39.85	\$40.65
Utilities Operator 2	Start	\$37.67	\$38.42
Utilities Operator 1	Start	\$35.37	\$36.08
Working Foreperson – Utility Equipment Operations	Start	\$39.16	\$39.94
Equipment Operator Leadhand	Start	\$36.51	\$37.24
Utilities Equipment Operator 3	Start	\$33.05	\$33.71
Utilities Equipment Operator 1	Start	\$30.33	\$30.94
Utilities Labourer 2	Start	\$30.33	\$30.94
Utilities Labourer 1	Start	\$28.82	\$29.40
Facility Maintenance I	Start	\$25.27	\$25.78
	Year 2	\$26.33	\$26.86
	Year 3	\$27.30	\$27.85
	Year 4	\$28.48	\$29.05
	Year 5	\$29.66	\$30.25
Facility Maintenance II	Start	\$28.00	\$28.56
	Year 2	\$29.12	\$29.70
	Year 3	\$30.32	\$30.93
	Year 4	\$31.61	\$32.24
	Year 5	\$32.90	\$33.56
Facility Maintenance Leadhand	Start	\$30.32	\$30.93
	Year 2	\$31.61	\$32.24
	Year 3	\$32.90	\$33.56
	Year 4	\$34.27	\$34.96
	Year 5	\$35.70	\$36.41
Administrative Assistant - Fleet	Start	\$28.01	\$28.57
	Year 2	\$29.12	\$29.70
	Year 3	\$30.32	\$30.93
	Year 4	\$31.61	\$32.24
	Year 5	\$32.90	\$33.56

Buyer	Start	\$28.01	\$28.57
	Year 2	\$29.12	\$29.70
	Year 3	\$30.32	\$30.93
	Year 4	\$31.61	\$32.24
	Year 5	\$32.90	\$33.56
Purchasing Agent	Start	\$35.70	\$36.41
	Year 2	\$37.20	\$37.94
	Year 3	\$38.73	\$39.50
	Year 4	\$40.36	\$41.17
	Year 5	\$42.10	\$42.94
Journeyman Automotive Technician	Start	\$39.67	\$40.46
Journeyman Welder	Start	\$39.67	\$40.46
Small Engine Mechanic	Start	\$39.67	\$40.46
Journeyman Heavy Duty Mechanic	Start	\$39.67	\$40.46
Trades 1 – Mechanic	Start	\$36.27	\$37.00

LETTER OF AGREEMENT

Between the

RESORT MUNICIPALITY OF WHISTLER

(hereinafter called “the Employer”)

And the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2010

(hereinafter called “the Union”)

(hereinafter collectively, “the Parties”)

RE: Article 22.02 ERVO Definitions

WHEREAS:

- A. Article 22.05 allows the Parties to change the list of designated Emergency Response Volunteer Organizations (ERVO’s) to which the provisions of Article 22 apply, by mutual agreement.
- B. The Parties wish to expand the list of “other ERVO’s” listed in Article 22.02.

NOW THEREFORE, the Parties agree as follows:

- 1. Article 22.02 is replaced with the following:

“Whistler ERVO's include the Whistler Volunteer Fire Department, Whistler Search and Rescue, and Whistler Emergency Social Services, and "other ERVO's" include the Garibaldi, Squamish and Pemberton Volunteer Fire Departments, and the Squamish and Pemberton Volunteer Search and Rescue.”

- 2. This Agreement will expire with the current Collective Agreement on December 31, 2021, unless expressly renewed by the Parties.

DATED 30th DAY OF December, 2021.

SIGNED ON BEHALF OF CUPE LOCAL 2010:

SIGNED ON BEHALF OF THE RESORT
MUNICIPALITY OF WHISTLER:



Signature

Signature

Pete Rozsa, President Dec 30 2021

Denise Wood, Director Human Resources Dec 30, 2021

Title

Date

Title

Date

LETTER OF AGREEMENT

between the

RESORT MUNICIPALITY OF WHISTLER
(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2010
(hereinafter called "the Union")

(collectively, "the Parties")

ARTICLE 15: HOURS OF WORK AND SCHEDULING

The Parties to this Letter of Agreement agree to the following effective May 10, 2021:

1. The Parties agree to replace Articles 15.01 and 15.02 with the language below for the duration of this Letter of Agreement.

15.01 Utilities Group: Wastewater Treatment Plant and Utilities Department

- (a) Subject to the exception set out in Article 15.01(e), employees within the Utilities Group that includes the Wastewater Treatment Plant and Utilities Department shall normally work a schedule consisting of nine (9) days of work in a fourteen (14) day period. Each day of work shall be eight and one half (8.5) hours exclusive of a one-half (1/2) hour lunch period.

- (b) Hours of Work

- (i) Regular hours of work for employees at the Wastewater Treatment Plant may be either 6:00 a.m. - 3:00 p.m. or 7:30 a.m. - 4:30 p.m.
- (ii) Regular hours of work for employees in the Utilities Department shall be between 7:00 a.m. and 4:00 p.m.
- (iii) There shall be two paid rest periods (coffee breaks) of fifteen (15) minutes per shift.

- (c) Work Schedules

Employees at the Wastewater Treatment Plant and in the Utilities Department shall work five (5) consecutive days followed by two (2) consecutive days off, four (4) days of work followed by three (3) consecutive days off.

(d) Clean Up Time

Employees at the Wastewater Treatment Plant are allowed one-half (1/2) hour at the end of each shift in which to clean up prior to leaving the Wastewater Treatment Plant.

(e) With agreement of the Employer and the employee, an employee at the Wastewater Treatment Plant or in the Utilities Department may work an alternate schedule consisting of the following:

- (i) Employees under this arrangement shall work eight (8) days in a fourteen (14) day period.
- (ii) Seven (7) of those days of work shall be nine and a half (9.5) hours and one (1) of those days of work shall be ten (10) hours, all exclusive of a one-half (1/2) hour lunch period.
- (iii) Hours of work under this arrangement shall be between 6:00 a.m. and 5:00 p.m.
- (iv) Employees under this arrangement shall work four (4) days followed by three (3) consecutive days off.
- (v) At the Employer's discretion, this arrangement may end at any time with thirty (30) days of notice.

(f) Employees hired in the Utilities Department on or before 2006 January 23

- (i) Employees hired in the Utilities Department on or before 2006 January 23 shall work a Monday to Friday schedule that provides for every second Friday off with employees assigned to either Shift Schedule A or Shift Schedule B to ensure coverage on Fridays. Employees working Shift Schedule A or B will continue to work that Shift Schedule unless there is mutual agreement between the Employer and the employee to change from Shift Schedule A to Shift Schedule B or vice versa or to be covered by paragraph (ii) below.
- (ii) Employees hired after 2006 January 23 shall work a schedule of five (5) days of work followed by two (2) consecutive days off, four (4) days of work followed by three (3) consecutive days off. The schedule can start on any day of the week.
- (iii) Employees covered by subsection (i) may volunteer to be covered by paragraph (ii).

2. The Parties agree that Article 15.05(a) has no applicability during the life of this Letter of Agreement.

- 3. This Letter of Agreement shall remain in effect until December 31, 2021 and thereafter until thirty (30) days of notice is provided by either party to cancel this Letter of Agreement.
- 4. The Parties agree that continuation of the work schedules beyond the life of this Letter of Agreement as described in Article 15.01(e) of this Letter of Agreement shall be subject to review of their operational effectiveness.

DATED 20th day of April 2021.

SIGNED ON BEHALF OF CUPE LOCAL 2010:

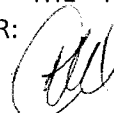


Signature

April 20th 2021

Date

SIGNED ON BEHALF OF THE RESORT MUNICIPALITY OF WHISTLER:



Signature

April 20, 2021

Date

