

COLLECTIVE AGREEMENT

BETWEEN

THE

VILLAGE OF PORT ALICE

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 401**

MAY 1, 2023 TO APRIL 30, 2026

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ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 Purpose

It is the purpose of both Parties to this Agreement:

- (a) to maintain and further industrial peace and harmonious relations;
- (b) to improve the practices and procedures of collective bargaining;
- (c) to promote conditions favourable to the orderly and constructive settlement of disputes;
- (d) to encourage efficiency in operations;
- (e) to promote the morale, well-being and security of all employees in the bargaining unit.

ARTICLE 2 - DEFINITIONS

2.01 Employee

“Employee” means a person employed by the Employer, but does not include a person who is excluded in accordance with Article 4.02, or by a ruling of the Labour Relations Board of British Columbia.

2.02 Regular Employee

An employee who is employed on a regular basis in a position which is expected to be continuous.

2.03 Probationary Regular Employee

A regular employee serving the probationary period.

2.04 Permanent Regular Employee

(a) Regular Full-Time Employee

A regular full-time employee is an employee who has completed the probationary period and who works full-time hours as defined in Article 16 (Hours and Days of Work).

(b) Regular Part-Time Employee

A regular part-time employee is one who has completed the probationary period and who works on a regularly scheduled basis of less than full-time hours per day or per week.

2.05 Casual Employee

A casual employee is one who works on a casual, or intermittent day-to-day basis and is not scheduled to work on a regular basis, for the purpose of filling in an absence created by a regular employee, or for the purpose of a special, non-repetitive project that shall not exceed three (3) months except with the written consent of the Parties.

2.06 Temporary Employee

An employee who is employed in a temporary vacancy for a specified period of time for a special project, or to replace a regular permanent employee pursuant to Article 14.04, (Temporary Position).

When a temporary employee is hired the Employer will notify the Union in writing.

2.07 Day

Unless specified otherwise, day means a calendar day.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 General

The management of the Employer's affairs and operations and the direction of the working forces, including the hiring, promoting, transferring, demoting and disciplining, etc., of employees is vested exclusively in the Employer, except as may be otherwise specifically provided in this Agreement.

ARTICLE 4 - UNION RECOGNITION AND NEGOTIATIONS

4.01 Work of the Bargaining Unit

(a) The Employer recognizes the Canadian Union of Public Employees, Local 401, as the sole collective bargaining agent on behalf of those employees for whom the Union has been certified under the

provisions of the Labour Relations Code and hereby agrees to negotiate with the Union, or any of its authorized committees, aiming toward a peaceful and amicable settlement of any differences that may arise between them.

- (b) The Employer recognizes that it is not the function of excluded employees to perform work which is performed by employees of the bargaining unit.
- (c) The Union recognizes that excluded employees may perform work such as training, responding to an emergency, or work instruction.

4.02 Excluded from Unit

The following positions shall be excluded from the bargaining unit:

- Chief Administrative Officer
- Director of Operations
- Finance Officer

4.03 No Other Agreements

No employee shall make a written or verbal agreement with the Employer which conflicts with the terms of this Agreement.

4.04 Right of Representation

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees, or any other advisors, when dealing or negotiating with the Employer. For the purpose of meetings, such representatives/advisors shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement. The Union shall notify the Employer when such meetings are taking place.

4.05 Union to Notify

The Union shall notify the Employer of the current Officers, Stewards, and Committee Members of the Union.

4.06 Representatives

No representative, employee, or group of employees shall undertake to represent the Union at a meeting with the Employer without the proper authorization of the Union.

4.07 Technical Information

Within ten (10) days of the request by the Union, the Employer shall make available to the Union any pertinent public information required by the Union for collective bargaining purposes.

ARTICLE 5 - NO DISCRIMINATION/SEXUAL HARASSMENT/PERSONAL HARASSMENT

5.01 General

There shall be no discrimination by the Employer or by the Union with respect to any employee, as provided in the *Human Rights Code* of B.C., or by reason of membership or activity in a trade Union.

5.02 Sexual Harassment

The Employer and the Union do not condone sexual harassment. Sexual harassment is defined as unwelcome conduct, of a sexual nature, that detrimentally affects the work environment or leads to adverse consequences for the victim of harassment.

Sexual harassment shall be treated as a serious offence of sex discrimination and can result in disciplinary sanctions, up to and including discharge.

5.03 Personal Harassment

Personal harassment is defined as repeated objectionable conduct or comment, directed toward a specific person or persons, which serves no legitimate work purpose, and which has the effect of creating an intimidating, humiliating, hostile or offensive work environment.

5.04 Grievance Procedure

A grievance relating to a matter of alleged discrimination or sexual harassment and personal harassment may be initiated at Step 2 of the Grievance Procedure. If both Parties agree, complaints will be referred to the process outlined in Article 10.05 of the grievance procedure. If a complaint is referred to Article 10.05 of the grievance procedure, the third party selected may request additional information as necessary to investigate the complaint, and may attempt to mediate and resolve the issue in front of them. If the Parties mutually agree, the recommendations from the process in Article 10.05 may be binding. If a matter is not resolved through this process, it may proceed through the grievance procedure.

ARTICLE 6 - UNION SECURITY

6.01 Union Membership

As a condition of continued employment, all employees shall become and remain members of the Union.

ARTICLE 7 - CHECK OFF OF UNION DUES

7.01 Deduction of Fees and Dues

The Employer shall deduct fees and dues from the pay of each employee who shall provide, as a condition of employment, a signed written Assignment of Wages to the Union, substantially in the form contained in Section 16 of the Labour Relations Code.

7.02 Remittance to Union

The Employer shall remit to the Union, fees and dues deducted, by the tenth (10th) of the month following the month in which the deductions were made, together with a written statement containing the names of employees from whom deductions were made and the amount deducted from each. The Union shall notify the Employer in writing of the current fees and dues, and deductions under the provisions of this Article shall only be made upon receipt and in accordance with such notification.

7.03 Tax Information

When Income Tax Information (T-4) slips are provided to an employee, the Employer will include the amount of Union fees and dues deducted in the previous year.

ARTICLE 8 - NEW EMPLOYEES

8.01 New Employees

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 concerning Union Membership and Deductions of Fees and Dues set out in this Article.

8.02 Copy of Agreement

A copy of the Collective Agreement will be given to each new employee. As well, a list of Union Officers and Shop Stewards, as provided by the Union to the Employer, will be given to each new employee.

ARTICLE 9 - JOINT LABOUR/MANAGEMENT COMMITTEE

9.01 Composition of Committee

A Joint Labour/Management Committee shall be established consisting of up to two (2) representatives of the Union and up to two (2) representatives of the Employer.

9.02 Functions of Committee

The Joint Committee shall concern itself with discussing issues relating to the workplace that affect the Parties or any employee bound by this Agreement, with problems and potential problems involving the Parties, but not with grievances, and shall have the power only to make recommendations to the Union and the Employer.

9.03

(a) Committee

The Parties shall establish a committee consisting of not more than two (2) representatives each of the Village and the Union. The Village and the Union shall provide the names of their representatives to each other in January of each year. Either Party may also provide the name of one (1) alternate member, who may attend the meetings, but will only have voice and vote if they are attending in place of one of their regular appointed committee members.

(b) Jurisdiction

The committee has no jurisdiction over any matter of Collective Bargaining, and therefore cannot alter the terms of this Agreement, but may recommend changes to the Village and the Union.

(c) Agenda

The Committee shall determine its agenda, and each party shall provide notice of the agenda to the other before each meeting.

(d) Chairperson of the Meeting

A representative of each of the Village and the Union shall be designated as joint chairpersons, and shall preside over alternate meetings. The committee members of each party will appoint their own chairperson for the committee.

(e) Meetings

The Joint Committee shall meet at a minimum of two (2x) times per year, and additionally at the written call of either Party, for a stated purpose, within ten (10) days of the call. Committee members shall be granted leave without loss of pay to attend meetings.

(f) Minutes of the Meeting

Minutes of the meeting shall be prepared alternately by the joint chairpersons, and brought to the following meeting for distribution. Both joint committee chairpersons shall sign off on the minutes following approval of the minutes by the committee.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 Definition

Any difference arising between the Employer and the Union relating to the dismissal or discipline of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including a question as to whether a matter is arbitrable, shall be resolved, without stoppage of work, in accordance with this Article, in order to provide an orderly and speedy procedure to settle a difference.

10.02 Steps to Settle

An earnest effort shall be made to settle grievances promptly in the following manner:

Concerns or problems which could result in a grievance may first be addressed with the immediate supervisor, in an attempt to resolve the matter. An employee shall be allowed to have a Union steward attend with them to speak with their supervisor. Failing a satisfactory resolution of the problem or concern utilizing this informal procedure, a grievance may be initiated within fifteen (15) working days of the original concern being expressed, as follows:

STEP 1

The grievance shall be submitted in writing to the exempt manager of the employee. The exempt manager shall meet with the Union and respond in writing to the grievance within five (5) working days of receipt of the grievance.

STEP 2

Failing a satisfactory resolution at Step 1, the grievance may be advanced in writing to the Chief Administrative Officer within ten (10) working days of receipt of the Step 1 response. The Chief Administrative Officer shall meet with the Union grievance committee within seven (7) working days of receipt of the Step 2 grievance, to attempt to settle the matter at this step. The Chief Administrative Officer shall provide the Union with a written response to the grievance within five (5) working days of the Step 2 meeting.

STEP 3

Failing a satisfactory resolution at Step 2, the grievance may be advanced in writing to the Village Municipal Council, or its appropriate committee of Council within ten (10) days of receipt of the Step 2 response. The Union and the appropriate committee of Council shall meet to attempt to settle the matter at this step within fourteen (14) working days of the grievance being referred to Step 3. The response to the grievance shall be sent to the Union in writing within five (5) days of the Step 3 meeting taking place. Failing a satisfactory settlement, the grievance may be referred to Arbitration.

10.03 Time Limits

Mutual agreement of the Parties is required in order to extend the time limits; this agreement must be in writing.

10.04 Policy Grievance

Where a dispute involves a matter of general application or interpretation, the Union or the Employer may initiate the grievance at Step 2.

10.05 Investigation

The following may only be invoked by mutual agreement of the Parties in writing:

If a difference arises between the Parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, Christopher Sullivan or John Steeves, or a substitute agreed to by the Parties, shall at the request of either Party:

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the difference

within thirty (30) days of the date of receipt of the request; and for those thirty (30) days from that date, time does not run in respect of the Grievance Procedure.

ARTICLE 11 - ARBITRATION

11.01 Submission, Creation of Board

If a grievance is not settled at Step 3, the grieving Party (the Union or the Employer) may submit the matter to Arbitration for final settlement. It shall do so by notifying the other Party of the submission, together with the name of its nominee to the Arbitration Board, within ten (10) days of the final date at Step 3.

The other Party shall respond within five (5) days of the receipt of the submission, indicating its nominee.

The two (2) nominees, within ten (10) days of the appointment of the second, shall choose a Chair.

Where there is failure to appoint a nominee or to agree on a Chair within five (5) days of the final date for the respective appointment, either Party may request the Director of the Collective Agreement Arbitration Bureau to make the appointment.

11.02 Submission to Single Arbitrator

When a submission to Arbitration has been made, the Parties may agree within five (5) days of the submission to submit the matter to an Arbitration Board composed of a single Arbitrator. In such a case the Parties will choose the Arbitrator within a further ten (10) days. If they cannot agree, either Party may within a further ten (10) days request the Director of the Collective Agreement Arbitration Bureau to make the appointment.

11.03 Act Governs

The provisions of the Labour Relations Code with respect to Grievance Arbitration shall apply.

11.04 Decisions

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chair shall be the decision of the Board. The decision of the Board shall be final, binding, and enforceable on all Parties and the employees. The Board of Arbitration shall not have the power to change this Collective Agreement or to alter, modify, or amend any of its provisions.

11.05 Expenses of Arbitration

Each Party to the Arbitration shall pay:

- (a) its own fees, expenses and costs;
- (b) the fees and expenses of a member of an Arbitration Board that is appointed by or on behalf of that Party;
- (c) equally the fees and expenses of the Chair of the Arbitration Board or a single Arbitrator, however appointed;
- (d) equally the stenographic and other expenses of the Arbitration Board.

ARTICLE 12 - DISCHARGE AND DISCIPLINE

12.01 Just Cause

The Employer shall not dismiss or discipline an employee bound by this Agreement except for just and reasonable cause or as provided in the Article dealing with probation. Notice of dismissal or suspension shall be in writing and shall set forth the reasons for the action.

12.02 Grievance Involving Discharge, Discipline

A grievance involving a matter related to discharge or discipline may be initiated at Step 3 of the Grievance Procedure.

12.03 Picket Lines

An employee covered by this Agreement shall have the right to refuse to cross a legal picket line where a legal strike or a legal lockout under the Labour Relations Code is in effect. Failure to cross such a picket line shall not be grounds for disciplinary action, but the employee shall not be paid for the period involved.

12.04 Steward in Attendance

An employee shall have the right to have a Steward present at any discussion with a Supervisor which the employee believes might be the basis for disciplinary action. Where a Supervisor intends to interview an employee for disciplinary purposes, the Supervisor will so notify the employee in advance of the purpose of the interview, in order that the employee may contact a Steward to be present at the interview. However, this shall not result in an undue or unreasonable delay of the meeting, discussion, or of the action to be taken.

12.05 Personnel Records

An employee has a right of access to, and review of, that employee's personnel file, upon giving reasonable notice to the Employer. The employee shall be permitted to make copies of documents contained in it.

The Employer will not introduce as evidence in any Arbitration hearing, any disciplinary document from the employee's personnel file, the existence of which the employee was not aware.

ARTICLE 13 - SENIORITY

13.01 Seniority Defined

Except as otherwise provided in this Agreement, seniority for all permanent regular employees shall commence on the date of most recent hire without a break in employment. A probationary employee does not have seniority. Seniority is credited when an employee becomes a permanent regular employee.

Seniority shall be applied in accordance with the terms of this Agreement, and where applied, it shall be applied on a bargaining unit-wide basis.

Casual Seniority

Casual Employees shall have seniority only for the purpose of assignment of work in accordance with Article 14.07, and for the purpose of posting for any type of vacancy. Seniority shall be by date of original hire. When filling vacancies casuals shall be considered after permanent employees for the purposes of Article 14.07.

When a casual employee is hired into a regular position, their casual seniority shall be calculated based on the number of days worked, and their (permanent) seniority date as defined in Article 13.01, shall be adjusted to include an accumulation of their time worked as a casual employee.

Temporary Seniority

Temporary Employees shall have seniority only for the purpose of posting for any type of vacancy. Seniority shall be by date of hire. Temporary employees shall be considered after permanent and casual employees for the purposes of Article 14.06.

When a temporary employee is hired into a regular position, their temporary seniority shall be calculated based on the number of days worked, and their (permanent) seniority date as defined in Article 13.01, shall be adjusted to include an accumulation of their time worked as a temporary employee.

When a temporary position ends, and the employee is rehired in any capacity within one (1) year, the time worked as a temporary employee shall be retained, and their seniority date shall be adjusted to include their previous time worked as a temporary employee.

Temporary employees may be put on the casual employee list at the end of their temporary position, if the Employer and the employee mutually agree. The employees casual seniority date would include the time worked as a temporary employee.

13.02 Seniority List

The Employer shall maintain a Seniority List, which will show the date each employee commenced accumulation of seniority. An up-to-date list will be posted on appropriate bulletin boards and will be sent to the Union each January.

When two (2) or more employees have the same seniority, and a choice must be made among them, the choice will be made by tossing a coin.

13.03 Loss of Seniority

Except as specifically provided otherwise in this Agreement, a permanent regular employee shall accrue seniority when on leave of absence without pay only for the period of the first four (4) months of such leave. An employee shall continue to accrue seniority if absent from work with pay, on Maternity Leave, on Parental Leave, on leave on a claim recognized by WorkSafeBC, on leave while collecting weekly indemnity benefits, or on leave while collecting Long-Term Disability benefits for a maximum of two (2) years, or when on layoff for twelve (12) months.

A permanent regular employee who is on leave of absence without pay in an elected or appointed position of the Union shall continue to accrue seniority during the leave period.

An employee shall lose seniority and shall no longer be an employee in the event the employee:

- (a) is discharged for just cause;
- (b) voluntarily terminates;
- (c) is absent from work without notification in excess of five (5) working days without acceptable cause to the Employer;
- (d) is on layoff and recall rights expire;
- (e) fails to comply with the terms of the recall provisions;
- (f) retires.

13.04 Appointment Outside Unit

No employee shall be transferred to a position outside the bargaining unit without consent. An employee appointed to a position outside the bargaining unit, within forty-five (45) days worked of such appointment, can choose to return or can be returned to the position held in the bargaining unit. In such a case the employee's seniority as at the date of the outside appointment shall be restored. Any other employee promoted or transferred as a result of the appointment shall also be returned to the former position, and any employees who may have been hired shall be terminated without notice.

ARTICLE 14 - STAFFING AND STAFF CHANGES

14.01 Job Postings

When a new position is created or a vacancy occurs for a regular position in the bargaining unit, the Employer shall post notice of the position on appropriate bulletin boards for at least five (5) working days.

14.02 Information on Postings

Such posting will contain the following information: nature of the position, qualifications, required skills, knowledge and education, current shift, hours of work, location, and wage rate or salary range.

14.03 Probation for New Employees

A person hired for a regular position shall serve a probationary period of sixty (60) days worked to determine competency and suitability for the position and for service with the Employer. A probationary employee may be terminated if he/she is unsatisfactory for any work-related reason provided the employee has been given a bona fide trial period before termination. Any termination shall be subject to the Grievance Procedure. Upon successful completion of the probationary period, the employee shall be considered a permanent regular employee.

14.04 Temporary Position

A temporary position is one posted for a specific period of time to replace an existing employee on leave, or for a special project or position that is expected to last for more than three (3) months, but shall not exceed more than one (1) year, unless mutually agreed to by both Parties.

Temporary positions shall be posted and filled in accordance with the procedures set out in Article 14 of the Collective Agreement.

If a regular permanent employee is successful in applying for a temporary vacancy, they will continue to accrue seniority and receive benefit entitlements as per their permanent status. When the temporary position ends, the employee shall return to their previous regular position, or be given a layoff notice if the position no longer exists.

If a casual employee is in a temporary position they will maintain their casual status while in the position, and return to the casual on-call list when the temporary position ends.

14.05 Trial Period

If a permanent regular employee is appointed (whether by promotion, demotion or transfer) to fill a position, the employee shall be placed on trial in the new position for a period of forty-five (45) days worked. Conditional on satisfactory service and suitability for the position, the employee shall be considered permanent in the new position upon completion of that trial period.

During the trial period, in the event the employee chooses to return to the employee's former position, or is judged to be unable to perform the duties of the new classification or to be unsuitable, except in the case of demotion the employee shall be returned to the employee's former position. However, if the trial period results from bumping the employee shall be laid off. Any other employee promoted or transferred as a result of the appointment, shall also be returned to the employee's former position, and any employee who may have been hired shall be terminated without notice.

14.06 Notification of Changes

The Union shall be notified of all changes of staff and staffing within seven (7) calendar days of the changes.

14.07 Assignment of work:

Casual work shall be offered in order of seniority to qualified regular part-time employees first, and then offered in order of seniority to qualified casual employees by date of hire. This provision will not result in an obligation for the Employer to assign or offer work that will result in overtime.

Notwithstanding the above, when overtime becomes available it shall be offered in accordance with Article 17.05 of the Collective Agreement.

14.08 Selection

In filling job vacancies, including promotions and transfers, the position shall be filled based upon qualifications, skills, experience, and ability to perform the job. If qualifications, skills, experience, and abilities are relatively similar, then seniority shall prevail.

ARTICLE 15 - LAYOFF AND RECALL

15.01 Definition of Layoff

A layoff is a temporary or indefinite and involuntary

- (a) separation of an employee from employment; or
- (b) reduction of hours of work.

15.02 Role of Seniority on Layoff

In the event of layoffs, such layoffs shall be in reverse order of seniority, provided the persons involved have the skills, knowledge and abilities to do the jobs.

15.03 Bumping

Subject to skills, knowledge, and ability to perform the job, the Employer agrees that in the event of a layoff, a permanent regular employee laid off shall have the opportunity of bumping any other employee in a classification with the same or a lower pay maximum and with less seniority. If the person bumped is a permanent regular employee, that employee shall be given notice of layoff, or pay in lieu, with such notice expiring on the same day as the notice given to the employee who did the original bumping. This employee, in turn, under the same conditions, may bump any other employee, and so on. However, the effective date of the notice period shall always be the same as the original.

A permanent regular employee who wishes to bump any other employee shall advise the Employer of this decision within five (5) days of receipt of notice of layoff.

An employee who bumps shall serve the trial period as provided elsewhere in this Collective Agreement.

15.04 Recall Rights

A permanent regular employee who bumps or who goes on layoff shall have recall-to-employment rights for twelve (12) months from the effective date of the layoff. An employee who is recalled shall lose recall rights if the employee fails to return to work on the date specified, or ten (10) working days after the notice is given if the date of return is within ten (10) days of notice to return. An offer by the Employer of an appointment as a relief (casual) employee or as a temporary employee does not affect the recall rights of the employee on layoff, whether the offer is accepted or not.

15.05 Recall Procedure

Employees who have bumped or who are on layoff, and who have recall rights, shall be recalled to the classification from which they bumped or were laid off in the order of seniority, provided the persons involved have the skills, knowledge, and abilities to do the jobs. Notice of recall shall be made by telephone, or if unsuccessful, by registered mail to the last mailing address of the employee known to the Employer. It is the responsibility of the employee with recall rights to keep the Employer informed in writing of the employee's current address and telephone number.

15.06 Advance Notice of Layoff

Except as otherwise provided in this Agreement, permanent regular employees shall be given twenty (20) days notice of layoff or pay in lieu of notice, except when the layoff is in emergent circumstances.

15.07 Grievances

A grievance related to the matter of layoff, recall, or bumping shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE 16 - HOURS AND DAYS OF WORK

16.01 Work Week Defined

The work week shall commence at 12:01 a.m. Monday.

16.02 Public Works - Full-time

- (a) The normal work pattern for a full-time employee shall provide five (5) consecutive work days followed by two (2) consecutive days off, which for overtime calculation purposes shall be considered to be in the same work week.
- (b) The normal work day for a full-time employee shall be eight (8) hours plus an unpaid meal period of one-half (1/2) hour, normally within a span of eight and one-half (8-1/2) hours. The normal day shift shall commence at 8 a.m. but can be set to start as early as 5:00 a.m. When the employee is scheduled to begin work at 5:00 a.m. the hours of work will be 5:00 a.m. to 1:00 p.m. with one-half (1/2) hour paid meal period provided for in the shift.

Between May 1st and the end of Labour Day weekend in September the normal day shift shall commence at 7:30 a.m. for eight (8) hours plus an unpaid meal period of one-half (1/2) hour. These hours of work are subject to review by the Parties after Labour Day weekend each year.

- (c) The normal work week for a full-time employee shall be forty (40) hours, exclusive of meal periods.

16.03 Recreation - Full-time

- (a) The normal work pattern for a full-time employee shall provide five (5) consecutive work days followed by two (2) consecutive days off, which for overtime calculation purposes shall be considered to be in the same work week.
- (b) The normal work day for a full-time employee shall be eight (8) hours plus an unpaid meal period of one-half (1/2) hour within a span of eight and one-half (8-1/2) hours.
- (c) The normal work day may be scheduled between the hours of 6 a.m. and 11:59 p.m. Normal shifts are subject to the premiums contained in Article 22.03 of the Collective Agreement.
- (d) The normal work week for a full-time employee shall be forty (40) hours, exclusive of meal periods.

16.04 Clerical - Full-time

- (a) The normal work pattern for a full-time employee shall provide five (5) consecutive work days followed by two (2) consecutive days off, which for overtime calculation purposes shall be considered to be in the same work week.
- (b) The normal work day for a full-time employee shall be seven (7) hours plus an unpaid meal period of up to one (1) hour, within a span of eight (8) hours. The normal day shift shall commence between 8 a.m. and 9 a.m.
- (c) The normal work week for a full-time employee shall be thirty-five (35) hours, exclusive of meal periods.

16.05 Community Centre - Full-time

- (a) The normal work pattern for a full-time employee shall provide five (5) consecutive work days followed by two (2) consecutive days off, which for overtime calculation purposes shall be considered to be in the same work week.
- (b) The normal work day for a full-time employee shall be eight (8) hours plus an unpaid meal period of one-half (1/2) hour within a span of eight and one-half (8-1/2) hours.
- (c) The normal work day may be scheduled between the hours of 6 a.m. and 9:00 p.m. Normal shifts are subject to the premiums contained in Article 22.03 of the Collective Agreement.
- (d) The normal work week for a full-time employee shall be forty (40) hours, exclusive of meal periods.

16.06 Part-time

The normal work pattern for a part-time regular or part-time temporary employee shall provide for at least two (2) consecutive days off. A part-time employee's normal shift shall be pursuant to the classification that they are employed in.

16.07 Rest/Meal Periods

An employee shall be allowed a ten (10) minute paid rest period at the worksite in each of the first half (1/2) and the second half (1/2) of a full-time shift. An employee working less than a full-time shift shall have one (1) paid rest period during each continuous three and one-half (3-1/2) or four (4) hours of regular working time. Notwithstanding, such rest periods shall be at the discretion of the Supervisor, and in keeping with the urgency of the jobs being performed. The Supervisor shall be fair and reasonable in the use of the discretion.

An employee working a shift of five (5) hours or more shall be entitled to a meal period, without pay, scheduled at an appropriate time. The length of the meal period shall be thirty (30) minutes for employees in Public Works and Recreation, and up to sixty (60) minutes for employees in Clerical.

An employee required to be available for work during a meal break shall have the time considered as part of the employee's regular shift.

16.08 Working Schedules

The hours and days of work of each employee, except casual employees, shall be posted at least seventy-two (72) hours in advance. Once posted the schedule shall not be changed with respect to an employee without notice to the employee, unless the Employer and the employee agree to waive the notice.

16.09 Changes in Working Schedules

- (a) If twenty-four (24) hours notice of a change in a regular or temporary employee's starting time is not given, or if twelve (12) hours notice in the case of a starting time change for such an employee to engage in early morning snow removal is not given, the hours of the new shift prior to the starting time of the former shift shall be paid at the rate of one and one-half (1-1/2x) the employee's basic rate. The notice is to be calculated to the new starting time.
- (b) A regular or temporary employee will be given a minimum of seventy-two (72) hours notice of a change in the employee's scheduled work days.
- (c) An employee may change day or days off by mutual agreement with the Supervisor of the department concerned, without penalty to the Employer.

ARTICLE 17 - OVERTIME

17.01 Overtime Defined

Overtime shall be paid for all time worked in excess of the normal full-time day or normal full-time week for an employee in that classification. Normally, overtime must be authorized by the Employer in advance.

17.02 Overtime Rates

Overtime shall be paid at the rate of one-and-one-half times (1-1/2x) the employee's basic rate for the first three (3) hours of overtime in a day, and two times (2x) the employee's basic rate thereafter.

17.03 Meal Tickets/Breaks During Overtime

If overtime is worked either before or at the end of regular working hours for more than two (2) hours, a meal ticket of sixteen dollars and fifty cents (\$16.50) will be provided. A similar meal ticket will be provided every four (4) hours thereafter that the overtime continues.

If call-out/overtime is worked either before or at the end of regular working hours for more than three (3) hours, a meal break of one-half (1/2) hour with pay will be provided. A similar meal break will be provided every four (4) hours thereafter. Meal tickets shall be paid out at sixteen dollars and fifty cents (\$16.50) on the next pay check when a meal ticket is earned.

17.04 No Layoff to Compensate for Overtime

An employee shall not be required to lay off during regular hours to equalize any overtime worked.

17.05 Sharing of Overtime

Overtime required in a department will be offered in seniority rotation order (not starting over each time), if practicable, among the employees in the department. This will not apply in the case of overtime involving continuation of the work an employee was doing that day. No employee shall be required to work overtime against that employee's wishes except in cases of emergencies, or to undertake legally required actions for which no other qualified employee is available.

17.06 Time Off in Lieu

An employee who works overtime may choose to be paid, or when submitting the overtime pay slip may request compensatory time off equivalent to the overtime pay to be put in an overtime bank.

When requesting compensatory time off the employee cannot exceed one-hundred and twenty (120) hours in their overtime bank. The overtime bank shall be capped at one hundred and twenty (120) hours. These overtime banks shall be replenishable when time is used.

ARTICLE 18 - GENERAL HOLIDAYS

18.01 Days Listed

All permanent regular employees shall be entitled to the following Statutory Holidays:

General Holidays are:

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

and any other day declared or proclaimed as a General Holiday by the Federal, Provincial or Municipal government.

18.02 Entitlement for Casual or Temporary Employees

Relief and Temporary employees shall receive four decimal five eight percent (4.58%) on each pay cheque in lieu of the Statutory Holidays enumerated in Clause 18.01. If casual employees are required to work on a Statutory Holiday, their pay rate shall be at the rate of one and one-half (1-1/2x) the employee's basic rate of pay.

18.03 On Day of Rest

When a General Holiday falls on an employee's day of rest, the Employer shall give the entitled employee a day off in lieu with pay. This shall be on the date determined for the Provincial civil service.

18.04 Day Off in Lieu

An employee who is entitled to a General Holiday with pay which occurs on a normal working day for the employee shall be paid for the day.

If the entitled employee works on the General Holiday, the entitled employee shall be given another day off in lieu with pay. As well, the entitled employee shall be paid for hours worked on the General Holiday at the rate of one and one-half times (1-1/2x) the employee's basic rate; if the day involved is Christmas Day or New Year's Day, the pay shall be at the rate of two times (2x) the employee's basic rate of pay.

The Employer shall post a list of Statutory Holidays and alternate days taken on each bulletin board.

18.05 Calculation of Pay

When calculating the pay for an employee entitled to the General Holiday with pay, the calculation of the number of hours to be paid for the day will be determined by the following:

regular full-time employees	-	the normal daily pay;
regular part-time employees	-	the normal hours worked in a week divided by five (5).

ARTICLE 19 - VACATION LEAVE

19.01 Definition of Vacation Year

"Vacation year" is the calendar year from January 1 to December 31.

19.02 Vacation Leave Entitlement - Regular Employees

All permanent regular employees shall earn annual vacation leave each year, which shall be taken with pay as provided for in Clause 19.06, in the year in which the vacation is being earned.

<u>Vacation Year in Which Earned</u>	<u>Entitlement with Pay</u>
For 1 st vacation year	ten (10) days prorated
For 2 nd , 3 rd , 4 th : each	fifteen (15) days
For 5 th , 6 th , 7 th , 8 th : each	twenty (20) days
For 9 th	twenty-one (21) days
For 10 th	twenty-two (22) days
For 11 th	twenty-three (23) days
and so on until	
For 28 th and thereafter: each	forty (40) days

The annual vacation leave earned in any full year, pursuant to the schedule above, shall be reduced by one-twelfth (1/12th) for each month in which the employee is not paid (other than is enumerated in Clause 19.10) by the Employer. Days paid by the Employer, where the Employer is reimbursed by the Union, shall be considered as days on which the employee has been paid.

19.03 Minimum Vacation

Upon request, a regular employee with less than fifteen (15) days of annual vacation leave may be granted sufficient leave without pay to allow a three (3) week vacation.

19.04 Banking of Vacation Leave

Upon written request, an employee entitled to take annual vacation leave in a year, may be permitted to bank up to a maximum of ten (10) days of annual vacation leave and shall use this banked annual vacation leave in the following year, at the rate of pay prevailing at the time the vacation was earned. A request to bank annual vacation leave must be made in December of each year. No request shall be unreasonably denied.

19.05 Vacation Leave Schedules

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

Any conflicts with respect to vacation leave periods shall be resolved on the basis of seniority however, with respect to vacation leaves from June 30th to Labour Day, seniority can only be exercised once by an employee and only for a maximum of three (3) weeks. At other times, employees shall be entitled to take vacation leave in an unbroken period.

An employee shall not be entitled to take vacation time during the employee's probationary period.

19.06 Annual Vacation Pay - Regular Employees

An employee shall continue to be paid on normal pay days while on vacation, or before commencing vacation if the employee so requests at least two (2) weeks prior.

Vacation pay shall be the greater of the employee's basic rate of pay or zero decimal four percent (0.4%) of the employee's gross earning for the previous calendar year, for each day of earned vacation being taken.

On separation from employment with the Employer, the employee will be paid for any vacation time to which the employee is entitled and which has not been taken, and conversely should any employee, on separation from the Employer, have taken vacation prior to it being earned, the amount of vacation pay that was overpaid will be deducted from the employee's final cheque.

19.07 Vacation Pay - Casuals and Temporaries

A casual and a temporary employee shall be paid vacation pay of six decimal five percent (6.5%) on each pay cheque.

19.08 Illness During Vacation Leave

An employee on vacation leave who is ill, may have such days restored to vacation leave credit and take them at another mutually agreed time, provided sick leave credits are available and used. Proof will be required, in the form of a certificate from a medical practitioner stating the employee would have been unable to work as a result of the illness or non compensable accident.

19.09 General Holiday During Vacation

If a General Holiday falls or is observed during an employee's vacation period, the General Holiday shall count as a General Holiday and not as a day of vacation.

19.10 Recognition of Certain Absences

Any time lost while the employee is receiving WorkSafeBC benefits as a result of an accident while in the employ of the Employer, while receiving weekly indemnity benefits, or while on Leave of Absence in accordance with Article 21 of this Agreement (except for Clause 21.01), shall be included as though they were days worked by the employee for the purpose of determining the "Vacation Year in Which Earned". These earnings shall be capped at two (2) years.

19.11 Emergency Call-back When on Annual Vacation

In the event an employee is called back from annual vacation for emergency duty, the employee shall be paid at the rate of two times (2x) their normal rate for the first day worked and their normal rate for all subsequent days worked during the emergency period. The employee shall also be reinstated vacation days worked, including travel time, since recalled for duty. If the employee is outside of the North Island then the Employer shall pay all reasonable out-of-pocket travel expenses.

ARTICLE 20 - EMPLOYEE BENEFITS

20.01 General

All benefits plans coverages, terms, conditions, and specific eligibility requirements shall be governed by the actual terms and conditions of the benefits plans as amended from time to time. Any descriptions in this Agreement are provided for the purpose of general information.

20.02 Premiums, Health and Welfare Plans

The Employer will pay one hundred percent (100%) of the premiums for the benefits outlined in (a), (b), (c), (d), (e), (f), and (h) in this Article; and the Employer will pay seventy percent (70%) and the employee will pay thirty percent (30%) of the premiums for the benefits in (g) in this Article; for all regular employees whose normal assignment is twenty (20) hours per week or more.

(a) Medical Plan - Medical Services Plan of B.C.

- participation is voluntary;
- coverage begins at the beginning of the month after sixty (60) days of employment.

(b) Extended Health Insurance

- participation is voluntary;
- coverage begins at the beginning of the month after sixty (60) days of employment;
- coverage includes:
 - Blue Net Card
 - payment of eighty percent (80%) of eligible expenses after a twenty-five dollar (\$25.00) deductible per year, and with a lifetime maximum reimbursement of five hundred thousand dollars (\$500,000.00) per insured person;
 - vision care with maximum payment of six hundred dollars (\$600.00) in a twenty-four (24) month period per insured family member.
 - one eye exam per year per insured family member.

(c) Dental Insurance

- participation is voluntary;
- coverage begins at the beginning of the month after sixty (60) days of employment;
- coverage includes:
 - Plan A - one hundred percent (100%) paid by Plan;
 - Plan B - one hundred percent (100%) paid by Plan;
 - Plan C - fifty percent (50%) paid by Plan for dependent children up to a lifetime maximum of two thousand dollars (\$2,000.00) per dependent.

(d) Group Life Insurance/AD & D

- application is a condition of employment (subject to carrier's acceptance);
- coverage begins at the beginning of the month following successful completion of probation;
- coverage includes:
 - group life insurance of fifty thousand dollars (\$50,000.00) for each employee;
 - accidental death and dismemberment insurance of fifty thousand dollars (\$50,000.00) in case of accidental death and percentages of that amount if accident results in loss of use or dismemberment.

(e) Medical Referral Benefit Plan

- participation is voluntary;
- coverage begins at the beginning of the month following successful completion of probation;
- coverage is outlined in Appendix B.

(f) Weekly Indemnity Plan

- participation is compulsory;
- coverage begins at the beginning of the month following successful completion of probation;
- coverage includes:
 - a taxable benefit of eighty-five percent (85%) of weekly earnings to a maximum of eight hundred dollars (\$800.00) per week;
 - benefit payable for up to twenty-six (26) weeks;
 - waiting period of:
 - zero (0) days in case of accident;
 - three (3) days in case of sickness.

(g) Long Term Disability Plan

- participation is compulsory;
- coverage begins at the beginning of the month following successful completion of probation;
- coverage includes:
 - a taxable benefit of sixty-six and two-thirds percent (66-2/3%) of monthly earnings to a maximum of three thousand dollars (\$3,000.00) - (amounts of insurance over one thousand five hundred dollars [\$1,500.00] requires evidence of insurability);
 - elimination period of one hundred eight-two (182) days;
 - benefit payable to age sixty-five (65);
 - benefit reduced by any benefits received from WorkSafeBC and Canada Pension Plan.

(h) Assessment and Referral Services

- participation is compulsory;
- coverage begins at the beginning of the month following successful completion of probation;

20.03 Benefits While on Leave

An employee granted leave of absence without pay under this Agreement, for thirty (30) consecutive days or more, shall pay the total premium costs of the employee's benefits plans for the period of the leave of absence.

20.04 EI Rebate

Any amount payable to an employee as a result of a rebate of EI premiums shall be applied to help meet the cost of the Employer's share of premiums for benefits in this Article. The Employer will provide the Union with a statement listing the amount paid annually by the EI rebate.

20.05 Municipal Pension Plan

All permanent regular employees will participate in the pension plan established pursuant to the Municipal Pension Plan, commencing at the beginning of the month following successful completion of probation.

However, a permanent regular part-time employee may waive participation, in writing, for the first two (2) years of employment.

An employee must retire no later than the maximum age specified in the Municipal Pension.

ARTICLE 21 - LEAVES OF ABSENCE

21.01 Full-time Union or Public Duties

(a) Full-time Public Elected Positions

An employee elected to federal or provincial full-time office shall be granted leave of absence without pay for the term of office. The employee shall not accrue seniority during such leave.

(b) Part-time Public Elected Positions

An employee elected to a municipal or school trustee position part-time shall be granted leave of absence without pay for up to ten (10) days per year during the term of office for the purpose of performing their elected duties. The employee shall not lose seniority during such leave.

(c) Union Business - Full-time Union Officer

An employee who is selected as a full-time Officer of the Union, or any body with which the Union is affiliated, shall be granted leave of absence without pay for the period of the term of office. The employee shall pay the total premium costs of the employee's benefits plans for the period of the leave of absence. The employee shall continue to accrue seniority during such leave.

If the Union agrees to reimburse the Employer, when such leaves are granted, Section 21.02 (c) will be applied.

21.02 Union Business

(a) Union Conventions and Seminars

An employee elected or appointed to represent the Union at Union functions, conventions, or seminars shall be granted leave of absence, without pay. Up to two (2) employees may be granted such leave at one (1) time. At least two (2) weeks notice must be given, in writing, and leave will be granted provided it does not unduly interfere with the Employer's operations.

(b) Union Officers, Stewards, Committee Members

Union Officers, Stewards, and Committee Members shall be granted leaves of absence:

(1) Without Pay

- (i) where necessary to carry out their functions under 21.02 (a).

The Employer shall continue to pay the employee and bill the Local for the employee's wages and benefits.

(2) Without Loss of Pay to:

- (i) investigate grievances;
- (ii) attend grievance meetings with the Employer;
- (iii) attend other meetings at the request of the Employer;
- (iv) when called by the Union to appear as witnesses before an Arbitration Board or any other Labour Relations body;
- (v) to carry on negotiations with the Employer to a maximum of two (2) employees.

Permission to leave work shall be obtained from the immediate Supervisor. Such permission shall not be unreasonably withheld.

(c) Administering Leaves for Union Business

An employee granted Union leave of absence without pay pursuant to this Section, shall continue to receive payment from the Employer as if the employee was not on leave for this purpose. The Union shall reimburse the Employer for the pay, plus applicable vacation pay and any pay for General Holidays paid during the leave period.

If the leave exceeds thirty (30) consecutive days, the Union shall also pay the Employer's share of the premium costs of the benefits plans, plus pension costs. The Employer shall invoice the Union and the Union shall make payment in full within fourteen (14) days of receipt of the invoice.

21.03 Bereavement

A regular employee shall be granted a maximum of five (5) consecutive working days of leave of absence, without loss of pay, at the time of death or immediately upon learning of the death of a parent, spouse, common-law spouse, or child, brother, sister, grandparent, grandchild.

The definitions of family in this Article shall include step and in-law relatives.

Unused bereavement leave may be used within one year of the death to attend a memorial or celebration-of-life ceremony.

Where an employee qualifies for bereavement leave during a period of paid vacation, at the employee's request, the vacation leave will be substituted for the employee's bereavement entitlement.

Additional leave of absence without pay may be granted as appropriate.

Employees may use an additional two (2) days for travel when needed to attend a funeral or service.

21.04 Pallbearer Leave

An employee shall be granted one-half (1/2) day leave without loss of pay, to attend a funeral as a pallbearer. This is not in addition to bereavement leave granted under this Article with respect to the same death.

21.05 Pregnancy/Parental Leave (Regular and Temporary Employees)

The provisions of Sections 50 to 54 inclusive of the Employment Standards Act shall apply.

21.06 Paid Parental Leave (Permanent Employees)

An employee shall be granted one (1) day of leave of absence, without loss of pay, to attend to parental responsibilities at the time of the birth or adoption of a child of the employee.

21.07 Family Responsibility Leave and Compassionate Care leave

Unpaid Family Responsibility Leave and Compassionate Care Leave shall be granted in accordance with the Employment Standards Act

21.08 Jury Duty/Witnesses (Regular and Temporary Employees)

The Employer shall grant leave of absence to an employee, if the employee is not personally involved in the case, who is required by subpoena to serve as juror or witness in any court. The Employer shall pay such an employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount received. Time spent by an employee, in his capacity as an employee, who is required to appear before any government body, or who is subpoenaed to attend a coroner's court or is required to serve as a court witness in any matter arising out of his employment shall be considered as time worked at the appropriate rate of pay.

21.09 General Leave

The Employer, at its discretion, may grant leave of absence without pay to any employee requesting such leave for good and sufficient purpose.

ARTICLE 22 - PAYMENT OF WAGES

22.01 Schedules of Rates, Pay Days

The Employer shall pay wages in accordance with Schedule A attached hereto and forming part of this Agreement.

Employees will be paid bi-weekly.

On each pay day each employee will be provided with an itemized statement of wages, overtime worked, deductions, etc.

22.02 Minimum Guarantee

A regular employee who reports for work on a regular scheduled shift will be paid for a minimum of two (2) hours at the employee's regular basic rate of pay, unless the employee's condition is such that the employee cannot perform the employee's duties, or the employee has failed to comply with the Regulations under the WorkSafeBC Act.

A regular employee who reports for work on a regular scheduled shift and who commences work will be paid the employee's regular basic rate of pay, with a minimum of four (4) hours pay, unless the employee's work is suspended because of inclement weather or other reasons completely beyond the control of the Employer.

22.03 Shift Premium

An employee whose regular schedule requires the employee to work one-half (1/2) or more of the employee's regular scheduled hours of any split of a shift, or a whole shift if there is no split, between 4:00 p.m. and midnight, shall be paid a premium of eight-five cents (\$0.85) per hour over the employee's basic pay for all hours worked on that split of the shift, or on that shift if there is no split.

An employee whose regular schedule requires the employee to work one-half (1/2) or more of the employee's regular scheduled hours of any split of a shift, or a whole shift if there is no split, between midnight and 8:00 a.m. shall be paid a premium of one dollar (\$1.00) per hour over the employee's basic pay for all hours worked on that split of the shift, or on that shift if there is no split.

A shift shall be considered split if there is a scheduled break of more than one (1) hour in it. No scheduled shift shall be longer than twelve (12) hours from the start of the first segment to the end of the last.

22.04 Acting Temporary Capacity

When an employee is required to temporarily perform the principal duties of a position in a higher paying classification, the employee shall be paid for the time worked in the position. If the temporary assignment is to a position in a lower classification, the employee will continue to be paid at the employee's regular rate.

Notwithstanding the contents of any of the classification specifications and notwithstanding the paragraph immediately above, when an employee is required to temporarily perform the principal duties of an Assistant Foreman in the absence of the Assistant Foreman, or when an Assistant Foreman is required to temporarily perform the principal duties of a Foreman, in the absence of the Foreman, the employee shall be paid the classification of Assistant Foreman or Foreman respectively, and such payment shall be calculated from the beginning of the first such consecutive day.

22.05 Rate of Pay on Promotion, Transfer, Demotion

An employee who is promoted (i.e. moves to a position in a higher pay classification) shall be placed on the first step of the higher scale that results in a salary increase.

An employee who is transferred (i.e. moves to a position in another classification at the same pay scale) shall not change pay rate.

An employee who is demoted (i.e. moves to a position in a lower pay classification) shall be placed on the step of the new scale that results in the smallest salary decrease.

22.06 Use of Personal Vehicle

An employee shall not be required to use a personal vehicle for the Employer's business. If an employee uses the employee's personal vehicle for the Employer's business at the request of the Employer, the employee shall be reimbursed in accordance with Village of Port Alice Policy (fifty-two cents [\$0.52] per kilometre).

22.07 Standby

When an employee is advised that the employee is "on-call", that is immediately available by telephone contact, radio, or paging device, the employee shall be paid three (3) hours pay at the employee's basic rate for each day "on-call".

All hours actually worked by an "on-call" employee shall be paid at overtime rates, and the provisions of the Clause in this Article dealing with call-out pay shall not be applicable.

"On-call" duty shall be divided equitably among the employees willing and qualified to perform the work.

22.08 Call-Out Pay

An employee who is called out to work outside that employee's regular working hours, without previous notice, shall be paid:

- (a) two (2) hours pay at the employee's regular basic rate of pay,
plus
- (b) if the employee commences work the employee will be paid for the time actually worked. If the employee called out works overtime, the actual time worked shall be paid at overtime rates, but none of such hours of work shall be counted in the hours worked for overtime calculations.

A minimum of four (4) hours at the employee's regular basic rate will be paid for the initial call on that day for (a) and (b) above.

22.09 Non-Emergency Checks

An employee required to perform non-emergency checks outside of a regular shift shall be paid two (2) hours pay at the employee's regular basic rate. An employee required to perform non-emergency checks on Christmas Day or New Year's Day shall be paid four (4) hours pay per check at the employee's basic rate of pay.

22.10 Grave Digging

For each of two (2) public works employees, a bonus of seventy-five dollars (\$75.00) shall be paid for the task of opening and closing a grave for a burial.

22.11 Dirt Premium Pay

Employees shall receive an additional one dollar (\$1.00) per hour when working with:

- (a) hot asphalt;
- (b) any open sanitary sewer.

ARTICLE 23 - CLASSIFICATIONS AND RECLASSIFICATION

23.01 Classifications and Reclassification

The classifications shall be as listed in Schedule A.

The Employer shall prepare Classification Specifications for each classification in Schedule A. A copy of each of the Specifications, and any changes made thereto from time to time, shall be provided to the Union.

If a new classification is established by the Employer or if a material change is made to any existing Specifications, the rate and Classification Specifications will be established by the Employer and the Union will be advised. If the Union objects to the new rate, in writing, within thirty (30) days, the parties will meet to negotiate the rate. If the parties cannot agree on the rate, the rate will be determined by a one-person Arbitration Board established as provided in the Grievance Procedure Article in this Agreement. Any increase in the rate of pay shall be retroactive to the time the new position was filled, or in the case of an existing classification, the date the request for review was first received.

ARTICLE 24 - SICK LEAVE

24.01 Sick Leave Defined

Sick Leave shall be defined as leave of absence without loss of pay granted by the Employer to a permanent regular employee who normally works twenty (20) hours per week or more and who is unable to work because of illness or non-compensable accident.

24.02 Sick Leave Amount, Advance

A permanent regular employee who normally works twenty (20) hours per week or more and who is in receipt of pay throughout a calendar year may receive sick leave without loss of pay for up to eleven (11) days in that calendar year. Such an employee who is in receipt of pay for less than a full calendar year may receive such leave without loss of pay to a maximum number of days based on two (2) days of leave for each three (3) calendar months. The days of leave without loss of pay for a calendar year may be advanced (recoverable) to an employee.

24.03 Sick Leave Accrual

Permanent regular employees shall accrue up to five (5) days of their unused annual sick leave entitlement to a maximum accrual of eighteen (18) days.

24.04 Notification to Employer

An employee seeking leave (or the employee's designate, who identifies, if not reasonable for the employee to do so personally) shall notify the employee's immediate Supervisor within one (1) hour prior to the employee's shift start time.

24.05 Medical Certificate

The Employer may request a certificate from a qualified medical practitioner confirming inability to work because of illness or accident or disability; and/or fitness to return to work.

24.06 Additional Use of Accumulated Sick Bank

Employees may deduct amounts from their accumulated sick bank total, so as to be paid normal pay:

- when the employee no longer has any available sick leave which is without loss of pay;
- to supplement WorkSafeBC, weekly indemnity, and long term disability payments.

When an employee uses the accumulated sick leave bank to supplement WorkSafeBC payments to full salary, the Employer shall pay the employee the full salary and the employee shall assign the compensation cheque to the Employer. The amount so received by the Employer shall be indicated on the employee's Income Tax (T-4) form.

24.07 Preventive Medical Steps

An employee shall be allowed up to four (4) additional days per year for personal preventive medical health care, dental care or optical examination that cannot be provided in Port Alice. On the same basis, during the term of pregnancy after the second trimester, an employee shall be allowed up to three (3) days in addition to that specified above, for prenatal preventive medical care where it is necessary to obtain it outside the community.

The employee shall attempt to provide the Employer with notice of at least five (5) days.

24.08 Family Maintenance

Employees may use sick leave to a maximum of seven (7) days per year without loss of pay for the purpose of transporting family members to medical/dental care outside of Port Alice.

Employees may use sick leave to a maximum of five (5) days per year without loss of pay to care for a dependent family member. Any time used shall be deducted from the seven (7) days allowed for transporting family members as outlined above.

24.09 Medical Referral Plan

A medical referral plan as outlined in Schedule B shall form part of this Agreement.

ARTICLE 25 - HEALTH AND SAFETY**25.01 Joint Safety Committee**

A Joint Safety Committee will be established and will meet monthly. This Committee will be composed of not more than two (2) representatives of the Employer, and a maximum of two (2) employees from the bargaining unit selected by the Union.

25.02 Protective Clothes/Equipment

Protective clothing and equipment shall be provided by the Employer as required, and shall include the following:

- (a) hip waders and rain suits to employees working on sanitary sewers, storm sewers, ditches, drains and catch basins;
- (b) coloured vests when engaged in road work;
- (c) coveralls to Arena and Public Works employees;
- (d) smocks to janitor in the Community Centre;
- (e) leather gloves;
- (f) rubber gloves;
- (g) any other required safety equipment (eg. face masks, goggles, respirators, etc.)

Coveralls and smocks will be supplied to the employees involved, and will be replaced as required.

Supplied protective clothes/equipment, coveralls and smocks shall be maintained in good clean working order.

The Employer will reimburse the cost of safety footwear to a permanent regular employee who requires them under WorkSafeBC regulations. The reimbursement shall be made upon presentation of a receipt(s) and shall not exceed two hundred and seventy-five dollars (\$275.00) per annum.

25.03 Right to Refuse Unsafe Work

No employee shall carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment when that employee has reasonable cause to believe that to do so would create an undue hazard to the health or safety of any person. An employee who refuses shall forthwith report the circumstances of the unsafe condition to an excluded Supervisor.

No employee shall be subject to disciplinary action because the employee has acted in compliance with the WorkSafeBC Industrial Health and Safety Regulations or an order made by an Officer of WorkSafeBC.

25.04 Grievances

A grievance related to a matter of safety or health conditions may be initiated at Step 2 of the Grievance Procedure.

ARTICLE 26 - ADJUSTMENT PLANS

26.01 General

The Parties agree to be bound by the provisions of Section 54 of the Labour Relations Code.

If the proposed change affects the terms, condition or security of employment of in excess of one (1) employee, notice of ninety (90) days will be given to the Union.

ARTICLE 27 - GENERAL

27.01 Bulletin Boards

The Employer will provide bulletin boards which will be placed so that all employees have reasonable access. The Union shall have the right to post notices of meetings, social events, business affairs, and educational events of the Union.

27.02 Reproducing Agreement

The Union shall be responsible for preparing the Agreement for reproduction. The Employer shall be responsible for making arrangements for reproduction of the Agreement. The Employer and the Union shall share equally the cost of reproducing this Agreement, and a copy shall be distributed to each employee as soon as practicable following the signing of the Agreement.

27.03 Singular/Plural, Feminine/Masculine

Whenever the singular, plural, masculine, or feminine has been used in this Agreement, to the extent as is appropriate in the context, the plural, singular, feminine or masculine shall be applicable.

27.04 Termination Allowance

In case of permanent closure of Employer operations, permanent regular employees shall receive one (1) week's pay for each complete year of service.

27.05 Tools

An employee shall not be required to supply or use the employee's own personal tools in the performance of work for the Employer, except as outlined below when the tool allowance shall be at zero point thirty-five cents (\$0.35) per straight time hour:

- (a) The Heavy Duty Mechanic may supply their own hand and small power tools.
- (b) The Employer commits to the purchase of any specialized tools required to ensure proper maintenance of Village equipment.
- (c) The Employer agrees that any personal tools broken during the course of working on Village equipment shall be replaced with like valued tools at the Employer's expense.

27.06 Education and Upgrading

If an employee attends education or upgrading course(s) related to employment at the request of the Employer, the Employer shall cover fees and costs incurred on a pre-arranged basis, and the employee shall continue to receive their normal rate of pay for all time spent travelling to and from and in attendance at such course(s), to a maximum of eight (8) hours per day. Costs incurred shall include expenses to be reimbursed on the basis of Village of Port Alice Policy.

An employee enrolled in a course for the purpose of upgrading the employee's present job knowledge and abilities, and having the prior approval of the Employer, upon submission of satisfactory evidence of successful completion of the course, shall be reimbursed for one hundred percent (100%) of the tuition and registration costs.

27.07 Students

The Parties agree that the Employer may continue to use students as in the past, provided that this will not result in the reduction of any hours of work for regular employees.

27.08 Correspondence/Notification

All correspondence between the Parties or incidental thereto, shall pass to and from the Chief Administrative Officer of the Village; and the President of the Union and the Unit Chairperson of Port Alice, with an electronic copy sent to the Administrative Assistant of CUPE Local 401.

27.09 Indemnification

The Bylaw of the Village of Port Alice concerning indemnification shall apply.

27.10 No Strikes/Lockouts

There shall be no strikes or lockouts so long as this Agreement continues to operate.

27.11 No Contracting Out

The Employer shall not contract out work where it would result in the layoff or reduction of regular hours for any regular permanent employee, or failure to recall an employee with recall rights except in emergencies.

ARTICLE 28 - DURATION AND RENEWAL

28.01 Duration and Renewal

This Agreement shall be binding and remain in effect from May 1, 2023 until April 30, 2026. It shall not terminate but continue in effect from year to year thereafter unless either Party, at any time within four (4) months immediately preceding the expiry of this Agreement, by written notice requires the other Party to commence collective bargaining. If such notice is given, all terms and conditions remain in effect until a new Agreement is ratified or until strike or lockout notice is given.

28.02 Changes to Agreement

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


28.03 Section 50(2) and 50(3) Excluded

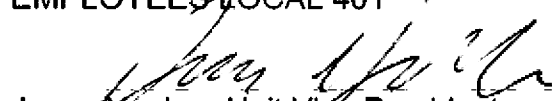
The Parties agree that the operation of Section 50(2) and 50(3) of the Labour Relations Code is hereby specifically excluded.

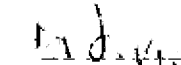
SIGNED ON BEHALF OF:

THE VILLAGE OF PORT ALICE

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 401


Kevin Cameron, Mayor


Jason Yunker, Unit Vice President


Bonnie Danyk, CAO


Blaine Gurrie, President

DATE: January 22, 2024

SCHEDULE A

Effective May 1, 2023 – April 31, 2024 – 3.5%

Classification	Hourly Rates	
	Casual/Temp Prob./Trial	Perm In Position
"A"		
Public Works & Recreation		
Janitor	24.76	27.67
Labourer 1	26.14	29.33
Utility Operator 1	26.46	30.51
Utility Operator 2	31.12	31.70
Assistant Foreman - Recreation	31.18	31.89
Assistant Foreman - Public Works	31.18	34.78
Maintenance - Utility 3	33.06	34.67
Labourer 3/Mechanic	33.24	34.70
Labourer 3/Electrician	31.06	31.70
Foreman - Recreation	33.39	34.78
Foreman - Public Works	35.70	38.45
Recycling Attendant	23.75	26.59
Transfer Station Attendant	23.75	26.59
Community Centre Supervisor	23.24	26.14
Community Centre Coordinator	26.50	29.54
Community Services Assistant	24.66	27.79
Summer Student	17.34	
"B"		
Clerical		
Secretary	26.14	29.33
Secretary-Administrative Assistant	26.46	30.51
Receptionist	22.27	24.67

Whenever the Labourer 3 performs the duties of an Electrician, that employee shall receive an additional one dollar and fifty cents (\$1.50) per hour.

When an employee is asked to act as the Corporate Administrative Officer in a temporary capacity, they will receive a wage top up of \$5 per hour for all hours worked in that role.

SCHEDULE A

Effective May 1, 2024 – April 31, 2025 – 3.5%

<u>Classification</u>	<u>Hourly Rates</u>	
	<u>Casual/Temp Prob./Trial</u>	<u>Perm In Position</u>
"A"		
Public Works & Recreation		
Janitor	25.62	28.63
Labourer 1	27.06	30.36
Utility Operator 1	27.39	31.58
Utility Operator 2	32.21	32.81
Assistant Foreman - Recreation	32.28	33.00
Assistant Foreman - Public Works	32.28	35.99
Maintenance - Utility 3	34.21	35.89
Labourer 3/Mechanic	34.41	35.92
Labourer 3/Electrician	32.15	32.81
Foreman - Recreation	34.56	35.99
Foreman - Public Works	36.95	39.80
Recycling Attendant	24.58	27.52
Transfer Station Attendant	24.58	27.52
Community Centre Supervisor	24.05	27.06
Community Centre Coordinator	27.42	30.57
Community Services Assistant	25.53	28.76
Summer Student	17.94	
"B"		
Clerical		
Secretary	27.06	30.36
Secretary-Administrative Assistant	27.39	31.58
Receptionist	23.05	25.54

Whenever the Labourer 3 performs the duties of an Electrician, that employee shall receive an additional one dollar and fifty cents (\$1.50) per hour.

When an employee is asked to act as the Corporate Administrative Officer in a temporary capacity, they will receive a wage top up of \$5 per hour for all hours worked in that role.

SCHEDULE A

Effective May 1, 2025 – April 31, 2026 – 3.5%

Classification	Hourly Rates	
	Casual/Temp Prob./Trial	Perm In Position
"A"		
Public Works & Recreation		
Janitor	26.52	29.64
Labourer 1	28.01	31.42
Utility Operator 1	28.35	32.69
Utility Operator 2	33.34	33.96
Assistant Foreman - Recreation	33.41	34.16
Assistant Foreman - Public Works	33.41	37.25
Maintenance - Utility 3	35.41	37.14
Labourer 3/Mechanic	35.61	37.18
Labourer 3/Electrician	33.27	33.96
Foreman - Recreation	35.77	37.25
Foreman - Public Works	38.24	41.19
Recycling Attendant	25.45	28.48
Transfer Station Attendant	25.45	28.48
Community Centre Supervisor	24.89	28.01
Community Centre Coordinator	28.38	31.64
Community Services Assistant	26.42	29.77
Summer Student	18.57	
"B"		
Clerical		
Secretary	28.01	31.42
Secretary-Administrative Assistant	28.35	32.69
Receptionist	23.86	26.43

Whenever the Labourer 3 performs the duties of an Electrician, that employee shall receive an additional one dollar and fifty cents (\$1.50) per hour.

When an employee is asked to act as the Corporate Administrative Officer in a temporary capacity, they will receive a wage top up of \$5 per hour for all hours worked in that role.

SCHEDULE B

SUMMARY OF BENEFIT PLAN COVERING TRAVEL AND ACCOMMODATION EXPENSES RELATED TO MEDICAL REFERRALS

Eligibility

All permanent regular employees who normally work twenty (20) hours per week or more become eligible upon successful completion of probation. Employees' dependents may also be covered. Eligible dependents are defined as:

1. the spouse of the employee, and
2. any child who is supported by the employee, and
 - (a) who is not married, and
 - (b) is under the age of nineteen (19), or is in full time attendance at a British Columbia school or university.

Enrollment

Facilitated by completion of the Extended Health Benefit enrolment card.

Termination of Coverage

If employment terminates, Plan coverage ceases at the date of termination.

Expenses Covered

Eligible employees and/or dependents requiring medical treatment not available locally, if referred by the local doctor, may claim:

Transportation Expenses: - for patient and an attendant, if necessary, and requested by the doctor, to and from the nearest major British Columbia centre, equipped to provide the required medical treatment, may claim flat rate of:

Vancouver	\$210.00	Victoria	\$160.00
Nanaimo	\$120.00	Campbell River	\$100.00
Comox	\$110.00		

or air fare to the nearest medical facility (receipts required for air fare).

The flat rates shall only apply once, in the case of two (2) members of the same family travelling together under the provisions of this Plan.

Accommodation Expenses: - limited to commercial facilities for the patient and/or attendant if required, immediately before and after medical treatment up to a total of seven (7) days at up to sixty-five dollars (\$65.00) per day. (No provision is made under the Plan for meals).

Treatment must occur within a reasonable period after the doctor's referral.

Medical referral does not include appointments in Port McNeill or Port Hardy, and does not include optometrists or dentists, but does include referral for dental surgery purposes.

The maximum expenses covered in any one (1) year shall be six hundred and thirty dollars (\$630.00).

Claim Procedure

Completed claim form accompanied by appropriate receipts and the doctor's referral slip, must be submitted to the office.

LETTER OF UNDERSTANDING #1

BETWEEN:

THE VILLAGE OF PORT ALICE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 401

RE: USE OF VOLUNTEERS IN THE INSTALLATION AND MAINTENANCE OF THE CURLING ICE SURFACES

The Union (CUPE Local 401) will not allow the use of volunteers from the Curling Club in the preparation and installation of the Curling Ice during the ice season.

The Union will agree to allow volunteers from the Curling Club to perform minor ice maintenance duties during the ice season.


These duties include:

- any cleaning of ice sheets prior to league night draws;
- "pebbling" of sheets prior to league night draws;
- sweeping and sheep skinning of sheets after league night draws;
- any cleaning of sheets prior to Bonspiel draws;
- name changing on sheets during Bonspiels;
- sweeping and sheep skinning of sheets during Bonspiel draws;
- "pebbling" of sheets during Bonspiel draws.

SIGNED ON BEHALF OF:

THE VILLAGE OF PORT ALICE

CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 401



Kevin Cameron, Mayor



Jason Yunker, Unit Vice President


Bonnie Daryk, CAO
Blaine Gurrie, President

DATE: January 22, 2024

LETTER OF UNDERSTANDING #2

BETWEEN:

THE VILLAGE OF PORT ALICE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 401

RE: JOB EVALUATIONS

Whereas the Parties agreed to LOU#2 regarding Employees' job descriptions in the May 2009-December 2012 negotiations;

And Whereas the Employer has recently revised all job descriptions for the Village of Port Alice;

The Parties agree:


1. The Parties will send the new and old job descriptions to a CUPE Job Evaluation consultant at the cost of the Union for review and recommendations.
2. The consultant will compare the new and old job descriptions, and also may compare the job descriptions to other Municipal Employer job descriptions and Collective Agreements if necessary.
3. The consultant will provide the Parties with written recommendations for job evaluation and reclassification purposes.
4. The Parties will meet to review, discuss and consider those recommendations.
5. The Village retains the right to engage its own independent consultant to review any recommendations forthcoming from the Union's consultant.
6. The Parties may request the Union's consultant to attend and meet with them in person and this will be at the cost of the Union. The Union will be permitted to review any recommendations from the Village's consultant should one be engaged.

- 7. If reclassification(s) are recommended the Parties will follow the process outlined in Article 23.01 of the Collective Agreement, and the Parties may negotiate and enter into further agreements as may be required dealing with such issues as red circling and retroactivity.

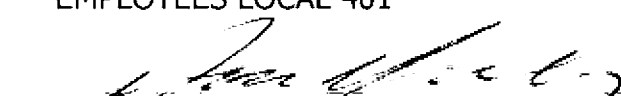
SIGNED ON BEHALF OF:

THE VILLAGE OF PORT ALICE

CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 401



Kevin Cameron, Mayor



Jason Yunker, Unit Vice President



Bonnie Danyk, CAO



Blaine Gurrie, President

DATE: January 22, 2024

LETTER OF UNDERSTANDING #3

BETWEEN:

THE VILLAGE OF PORT ALICE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 401

RE: RECREATION AND COMMUNITY CENTRE

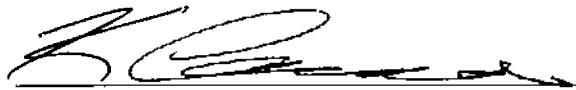
The Parties agree to the following for the term of the Collective Agreement. This LOU may be renewed upon mutual consent of the Parties.

The Employer may schedule recreation and community service employees outside of the normal work day for the purpose of hosting special community events subject to mutual agreement with the Union. Such requests will not be unreasonably denied. All shifts are subject to the premiums contained in Article 22.03 of the Collective Agreement.

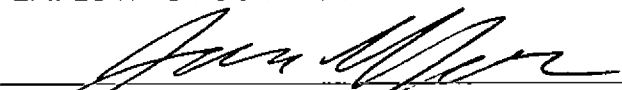
SIGNED ON BEHALF OF:

THE VILLAGE OF PORT ALICE

CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 401



Kevin Cameron, Mayor



Jason Yunker, Unit Vice President


Bonnie Danyk, CAO
Blaine Gurrie, President

DATE: January 22, 2024

LETTER OF UNDERSTANDING #4

BETWEEN:

THE VILLAGE OF PORT ALICE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 401

RE: FLEXIBLE OR MODIFIED WORK SCHEDULES

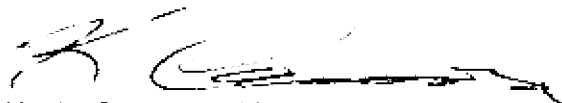
The Union and Employer agree to consider requests from the Employer, the Union, an employee or groups of employees who wish to work a modified or flexible work schedule, where such a work schedule is consistent with the principles of safety. It is understood that requests are considered on a "without prejudice or precedent" basis and maybe denied without recourse to the Grievance Procedure. Where the Employer, the Union and the affected employees mutually agree to a request for a modified or flexible work schedule, it shall be set out in a Letter of Understanding. Any agreed-to modified or flexible schedule may be cancelled by either Party with 30 days' notice.

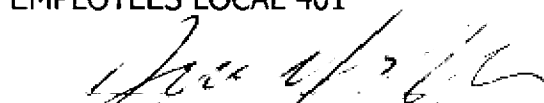
This LOU is subject to cancellation by either Party within 30 days' notice.

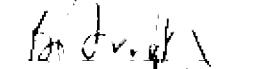
SIGNED ON BEHALF OF:

THE VILLAGE OF PORT ALICE

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 401


Kevin Cameron, Mayor


Jason Yunker, Unit Vice President


Bonnie Dahyk, CAO


Blaine Gurrie, President

DATE: January 22, 2024

EMPLOYMENT STANDARDS ACT – PART 6 – Leaves and Jury Duty**Pregnancy leave**

50

- (1) A pregnant employee who requests leave under this section is entitled to up to 17 consecutive weeks of unpaid leave
 - (a) beginning
 - (i) no earlier than 11 weeks before the expected birth date, and
 - (ii) no later than the actual birth date, and
 - (b) ending
 - (i) no earlier than 6 weeks after the actual birth date, unless the employee requests a shorter period, and
 - (ii) no later than 17 weeks after the actual birth date.
- (2) an employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to 6 consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
- (3) An employee 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, she is unable to return to work when her leave ends under subsection (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 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) A request for a shorter period under subsection 91) (b) (i) must
- (a) be given in writing to the employer at least one week before the date the employee proposed to return to work, and
 - (b) if required by the employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

Family responsibility leave

- 52 An employee is entitled to up to 5 days of unpaid leave during each employment year to meet responsibilities related to
- (a) the care, health or education of a child in the employee's care, or
 - (b) the care or health of any other member of the employee's immediate family.

Compassionate care leave

52.1

- (1) In this section, "**family member**" means
- (a) a member of an employee's immediate family, and
 - (b) any other individual who is a member of a prescribed class.
- (2) an employee who requests leave under this section is entitled to up to 8 weeks of unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within 26 weeks, or such other period as may be prescribed, after
- (a) the date the certificate is issued, or
 - (b) if the leave began before the date the certificate is issued, the date the leave began.
- (3) The employee must give the employer a copy of the certificate as soon as practicable.

- (4) An employee may begin a leave under this section no earlier than the first day of the week in which the period under subsection (2) begins.
- (5) A leave under this section ends on the last day of the week in which the earlier of the following occurs:
 - (a) the family member dies;
 - (b) the expiration of 26 weeks or other prescribed period from the date the leave began.
- (6) A leave taken under this section must be taken in units of one or more weeks.
- (7) If an employee takes a leave under this section and the family member to whom subsection (2) applies does not die within the period referred to in that subsection, the employee may take a further leave after obtaining a new certificate in accordance with subsection (2) and subsections (3) to (6) apply to the further leave.

20230921

