

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE VILLAGE OF GOLD RIVER**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 3399**

**JANUARY 1, 2024  
TO  
DECEMBER 31, 2027**

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This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**BETWEEN:**

**THE VILLAGE OF GOLD RIVER**

(hereinafter called the "Employer")

**AND:**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 3399**

(hereinafter called the "Union")

**ARTICLE 1 - PURPOSE OF AGREEMENT**

**1.01 It is the purpose of both parties to this Agreement:**

- (a) To improve relations between the Employer and the Union and provide settled and just conditions of employment.**
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.**
- (c) To encourage efficiency in operations.**
- (d) To promote the morale, well-being and security of all employees in the bargaining unit of the Union.**

**1.02 It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.**

**ARTICLE 2 - DEFINITIONS****2.01 Regular Full-Time Employees**

A full-time employee is one who works thirty-five (35) (clerical) or forty (40) (non-clerical) hours per week. These employees shall be entitled to all the rights of this Agreement on the first (1<sup>st</sup>) day of employment and all Benefits upon successful completion of the probationary period.

**2.02 Regular Part-Time Employees**

A part-time employee is one who is employed on a part-time basis with a schedule of twenty (20) weekly hours or more. Part-time employees shall be entitled to all the rights of this Agreement on the first (1<sup>st</sup>) day of employment and all Benefits under Article 27 upon successful completion of the probationary period. These employees shall accumulate seniority as if working full-time.

**2.03 Casual Employees**

A casual employee is any other employee working less than part-time hours. Casual employees are entitled to all the rights of this Agreement on the first (1<sup>st</sup>) day of employment and will be entitled to fourteen percent (14%) of their gross wages in lieu of vacation entitlement, statutory holiday entitlement, and Benefits as per Clauses 23.01, 27.01, 27.02, and 27.03, and shall accumulate seniority as per 16.01 (b).

**2.04 Temporary Employees**

A temporary employee is someone other than an existing regular employee who temporarily fills in for another employee on a fixed-term basis to perform general relief or a specific project or undertaking. These employees will be entitled to fourteen percent (14%) of their gross wages in lieu of vacation entitlement, statutory holiday entitlement, and Benefits as per Clauses 23.01, 27.01, 27.02, and 27.03, and shall not accumulate seniority. Temporary appointments will not exceed four (4) months in duration except by agreement between the Employer and the Union. Temporary employees may also be hired for a specific project or undertaking longer than four (4) months by mutual agreement between the parties.

**ARTICLE 3 - USE OF STUDENTS****3.01 Casual Student Employees**

A casual student employee is any employee currently enrolled in or intending, at the end of the term of employment, to enroll or re-enroll in either a secondary or post-secondary institute. No seniority rights shall be recognized or accumulated.

The Employer may continue to use students at the Parks and Recreation Department. The parties agree that the use of students may continue during the winter as before and will not remove any work from the bargaining unit in excess of those functions already being performed by students.

Student Lifeguards may be hired to supplement the Lifeguard Staff at the Anne Fiddick Aquatic Centre during the operating season (September to June) provided they have met the qualifications and have the required certifications. At the conclusion of their work assignments, or at the end of the Aquatic Seasons, students will be laid off. They have no right of recall but may choose to apply for further work within the Village.

Students are not entitled to Benefits under Articles 23 (Sick Leave) and 27 (Benefits), but will receive fourteen percent (14%) of their gross wages in lieu of vacation entitlement, statutory holiday entitlement, and Benefits.

**3.02 Summer and Incentive Program Employees**

An employee hired under federal/provincial incentive and summer programs employed to augment the regular work force or employed on a special project of limited duration of not more than four (4) months unless otherwise mutually agreed upon. This includes summer students in all Departments, Parks and Recreation Programmer and Tourist Information Centre Co-ordinator. These employees do not accumulate seniority and are not entitled to Benefits under Articles 23 and 27, but will be entitled to fourteen percent (14%) of their gross wages in lieu of vacation entitlement, statutory holiday entitlement, and Benefits as per Article 23.

**ARTICLE 4 - MANAGEMENT RIGHTS****4.01 Management Rights**

The Union recognizes that it is the right of the Employer to exercise the regular and customary function of the Employer and to direct the working forces, subject to the terms of this Agreement. The question of whether any of these rights is limited by this Agreement shall be decided through the Grievance and Arbitration Procedure.

**4.02 Not Discriminatory**

The Employer shall exercise its rights in a fair and reasonable manner. The Employer's rights shall not be used to direct the working force in a discriminatory manner. Nor shall these rights be used in a manner which would deprive any employee of their employment, except through just cause.

**ARTICLE 5 - RECOGNITION AND NEGOTIATIONS****5.01 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees and its Local 3399 as the sole and exclusive collective bargaining agent for all of its employees save and except those excluded by the Labour Relations Code and hereby agrees to negotiate with the Union, or any of its authorized Committees, concerning all matters affecting the relationship between parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

The following positions are excluded from the bargaining unit:

- Chief Administrative Officer
- Corporate Officer
- Deputy Corporate Officer/Confidential Secretary
- Director of Finance
- Deputy Director of Finance
- Economic Development Officer
- Public Safety Officer/Bylaw Officer
- Director of Operations
- Fire Chief
- Operations, Field Manager
- Facilities Supervisor
- Recreation Programmer/Supervisor

The Employer will notify the Union of any changes to the above-listed job titles. Disputes regarding inclusion/exclusion will be resolved through the Labour Relations Board.

**5.02 Work of the Bargaining Unit**

Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases mutually agreed upon in writing by the parties.

The Employer is allowed to provide instructions or training when no employee from the bargaining unit is available or qualified.

Management may in an emergency situation perform only the bargaining unit work necessary to cover the emergency situation until bargaining unit members are available or assistance is no longer required.

**5.03 No Other Agreements**

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

**5.04 Right of Fair 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. Such representative(s)/advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

**5.05 Union Officers and Committee Members**

Union Officers and Committee members shall be entitled to leave their work during working hours in order to carry out their functions under this Agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and Arbitration. Permission to leave work during working hours for such purposes shall first be obtained from the immediate Supervisor. Such permission shall not be unreasonably withheld. All time spent in performing such Union duties, including work performed on various Committees, shall be considered as time worked.

**ARTICLE 6 - NO DISCRIMINATION**

**6.01 Employer Shall Not Discriminate**

The Employer agrees that there shall be no discrimination exercised or practiced with respect to any employee in the matter of hiring, assigning wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or any other action by reason of the enumerated categories in the *Human Rights Act*, nor by reason of the employee's membership or activity in the Union or any other reason.

## 6.02 Harassment

The parties agree that all employees of the Employer have the right to work in an environment free from harassment.

## ARTICLE 7 - UNION SECURITY

### 7.01 All Employees to be Members

All employees of the Employer shall, as a condition of continued employment, become and remain members in good standing of the Union. As a condition of continued employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment.

## ARTICLE 8 - CHECK-OFF OF UNION DUES

### 8.01 Check-Off Payments

The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

### 8.02 Deductions

Deductions shall be forwarded in one (1) cheque to CUPE National not later than the tenth (10<sup>th</sup>) day of the following month for which the dues were levied. The cheque shall be accompanied by a list of the names, addresses, classifications and sex of employees for whose wages the deductions have been made together with the hours worked and the amounts deducted in each case. This list shall indicate promotions, demotions, hiring, layoffs, recalls, resignations, retirements, deaths and other terminations of employment.

### 8.03 Dues Receipt

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of Union dues paid by each Union member in the previous year.

## ARTICLE 9 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

### 9.01 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 in the

Articles dealing with Union Security and Dues Check-off. The Employer also agrees that the new employee shall be introduced to the Shop Steward and Safety Steward in their Department.

#### **9.02 Copies of Agreement**

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

### **ARTICLE 10 - CORRESPONDENCE**

#### **10.01 Correspondence**

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Employer and the Recording Secretary of the Union, or the CUPE National Representative, with a copy to the Recording Secretary of the Union.

A copy of any correspondence between the Employer, or designate and any employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this Agreement shall be forwarded to the Recording Secretary of the Union or designate.

### **ARTICLE 11 - LABOUR MANAGEMENT COMMITTEE**

#### **11.01 Establishment of Committee**

A 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. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.

#### **11.02 Function of Committee**

The Committee shall concern itself with the following general matters:

- (a) Constructive discussion of all operational activities so that better relations shall exist between the Employer and the employees.
- (b) Improving and extending services to the public.
- (c) Promoting safety and sanitary practices.

- (d) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- (e) Correcting conditions causing grievances and misunderstandings.
- (f) An annual review of the Health and Welfare benefits to ensure that the usage and the benefits plans are being utilized in a cost-effective manner. They may recommend changes based on the review.

#### **11.03 Meeting of Committee**

The Committee shall meet at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. The parties may, by mutual agreement, waive the required notice. Employees shall not suffer any loss of pay for time spent with this Committee.

The meetings shall occur every three (3) months.

#### **11.04 Chairperson of the Meeting**

An Employer and a Union representative shall be designated as joint Chairpersons and shall alternate in presiding over meetings.

#### **11.05 Minutes of Meeting**

Minutes of each meeting of the Committee shall be prepared and signed by the joint Chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive two (2) signed copies of the minutes within three (3) days following the meeting.

#### **11.06 Jurisdiction of Committee**

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other Committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

**ARTICLE 12 - LABOUR MANAGEMENT BARGAINING RELATIONS****12.01 Representatives**

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. No employees or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the Spokesperson.

In order that this may be carried out, the Union will supply the Employer with the names of its Officers. Likewise, the Employer shall supply the Union with a list of its Supervisory personnel with whom the Union may be required to transact business.

**12.02 Union Bargaining Committee**

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

**12.03 Function of Bargaining Committee**

All matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions, shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement.

**12.04 Meeting of Committee**

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than fourteen (14) calendar days after the request has been given.

**12.05 Technical Information**

Within ten (10) days of a request by the Union, the Employer shall make available to the Union any information required by the Union such as budgets and financial statements approved by Council, job descriptions, postings in the bargaining unit, job classifications, wage rates, a breakdown of point ratings in job evaluation, financial and actuarial information pertaining to Pension and Benefit Plans and all other technical information required for collective bargaining purposes.

**ARTICLE 13 - GRIEVANCE PROCEDURE****13.01 Grievance Procedure**

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

**Step 1**

The aggrieved employee(s) shall, with or without their Shop Steward in attendance, first attempt to resolve the dispute with their immediate Supervisor within twenty (20) working days of the occurrence of the incident giving rise to the grievance, or, twenty (20) working days of the time that the employee should have reasonably known of such incident. If the matter is not resolved within five (5) working days of its submission, the matter shall be reduced to writing and be submitted to the next step within a further ten (10) working days.

**Step 2**

The Department Supervisor, or their designate, and the Management Supervisor will meet with the Grievor, the Department Shop Steward and one (1) Union Representative to attempt to resolve the difference. Failing a satisfactory settlement at this stage within seven (7) working days of it being so submitted, the grievance shall be referred to the third step within a further seven (7) working days.

**Step 3**

The grievance shall be submitted by the Union to the Administrator or their designate who will render a written decision within ten (10) working days from receipt of such request.

**Step 4**

Failing a satisfactory settlement being reached in Step 3, the Union may, within sixty (60) days refer the dispute to Arbitration.

**13.02 Policy Grievance**

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Steps 1 and 2 of this Article may be bypassed.

**13.03 Replies in Writing**

Replies to grievances stating reasons shall be in writing at all stages.

**ARTICLE 14 - ARBITRATION****14.01 Composition of Board of Arbitration**

When either party requests that a grievance be submitted to Arbitration, the request shall be made by e-mailed pdf addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within five (5) working days thereafter, the other party shall answer by e-mailed PDF indicating the name and address of its appointee to the Arbitration Board. The two (2) appointees shall select an impartial Chairperson.

**14.02 Failure to Appoint**

If the party receiving the notice fails to appoint an Arbitrator, or if the two (2) appointees fail to agree upon a Chairperson within seven (7) working days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

**14.03 Decision of the Board**

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed.

The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this Agreement. However, the Board shall have the power to amend a grievance, modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.

**14.04 Expenses of the Board**

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

**14.05 Single Arbitrator**

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

**ARTICLE 15 - DISCHARGE, SUSPENSION AND DISCIPLINE****15.01 Principle of Innocence**

Both parties agree that an employee is considered innocent until proven guilty. Therefore, in the event the Employer initiates a disciplinary action against an employee which may result in the suspension or discharge of the employee, the following procedure shall be followed.

**15.02 Discipline Procedure**

The employee shall be notified in writing by the Employer, with full disclosure of the reasons, grounds for action, and/or penalty, with a copy to the Recording Secretary of the Union.

**15.03 Burden of Proof**

In cases of discharge and/or discipline, the burden of proof of just cause shall rest with the Employer. In the subsequent grievance proceedings or Arbitration hearing, evidence shall be limited to the grounds stated in the discharge or discipline notice to the employee.

**15.04 Warning**

Prior to the imposition of any disciplinary action, the Employer shall notify the employee of the reasons for considering such action, unless the employee is a danger to anyone. Whenever the Employer or authorized agent deems it necessary to censure an employee, in a manner indicating that dismissal or discipline may follow any further infraction or may follow if such employees fail to bring their work up to a required standard by a given date, the Employer shall, within ten (10) days thereafter, give written particulars of such censure to the Recording Secretary of the Union, with a copy to the employee involved.

**15.05 Crossing of Picket Lines During Strike**

An employee covered by this Agreement shall have the right to refuse to cross a picket line or refuse to do the work of striking or locked out employees, or refuse to handle goods from an employer where a strike or lockout is in effect. Failure to cross such a picket line or to perform the work of striking or locked out

employees or to handle goods from an employer where a strike or lockout is in effect by a member of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action, other than loss of wages for the period involved.

#### **15.06 Political Action**

No employee shall be disciplined for participation in any political action(s) called for by the Canadian Labour Congress, its affiliates, or subordinate bodies other than the loss of wages for the time absent from work.

#### **15.07 Right to Have Steward Present**

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

A Steward or Local Union Officer shall have the right to consult with a CUPE Staff Representative and to have them present at any discussion with Supervisory personnel which might be the basis of disciplinary action.

#### **15.08 Personnel Records**

An employee shall have the right at any time once in each calendar year to have access to and review their personnel record. The employee will also have access to their file for review with their Shop Steward prior to any disciplinary hearing.

Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record.

No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing.

An employee shall have the right to make copies of any material contained in their personnel record.

#### **15.09 Use of Demotion as Discipline**

Demotion shall not be used as a disciplinary measure.

**ARTICLE 16 - SENIORITY****16.01 Seniority Defined**

- (a) Seniority is defined as the length of service in the bargaining unit as a regular employee and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the workforce, and recall, as set out in other provisions of this Agreement. Seniority shall operate on a bargaining-unit-wide basis.
- (b) Secondary seniority is the accumulated hours worked in the bargaining unit for "casual employees" and shall be used after the application of 16.01 (a) to determine preference for employment opportunities and promotions for which the casual employee is qualified.
- (c) When a casual employee is hired into a Regular Full-Time or Regular Part-Time position, their service date shall be calculated based on the full-time equivalent (FTE) of the position awarded.
- (d) When a temporary employee is hired into a Regular Full-Time or Regular Part-Time position within six (6) months of the end of their term, their service date shall be calculated based on the full-time equivalent (FTE) of the position awarded for all paid hours worked, prior to becoming permanent.
- (e) A separate seniority list for casuals shall be updated in September and January.

**16.02 Seniority List**

The Employer shall maintain a seniority list showing the current classification.

**16.03 Probation for Newly Hired Employees**

A newly hired full-time or part-time employee shall be on probation only for the first sixty (60) calendar days. Casual employees shall be on probation for sixty (60) working days or one (1) year, whichever comes first. During the probationary period, the employee shall be entitled to all rights of this Agreement. After successful completion of the probationary period the employee shall be entitled to all Benefits. Benefits shall become effective the first (1<sup>st</sup>) day of the month following the successful completion of the probationary period. Seniority shall be as per 16.01 (b). On mutual agreement between the Employer and the Union, the probationary period may be extended for up to an additional three (3) months.

In assessing the discharge of a probationary employee, an Arbitrator shall take into account whether the standards expected were reasonable, whether the

employee was notified of them, and given a fair opportunity to demonstrate their ability, whether the employee was notified of deficiencies in their performance, and given an opportunity to correct them, and whether the Employer's assessment of the employee was fair and reasonable.

#### **16.04 Loss of Seniority**

An employee shall not lose seniority if they are absent from work because of sickness, disability, accident, layoff or leave approved by the Employer.

An employee shall only lose their seniority in the event:

- (a) They are discharged for just cause and not reinstated.
- (b) They resign in writing and do not withdraw by the end of the working day.
- (c) They fail to return to work within fifteen (15) working days following a layoff and after receiving notice by registered mail to do so, unless through sickness or other just cause. Notice shall be deemed to be received if mailed by pre-paid registered Canadian mail to the last known address of the employee and shall be deemed to be received within five (5) working days of deposit. The employee shall have the obligation to ensure that the Employer has notice of change of address of the employee.

Refusal to accept recall to casual employment will not result in loss of seniority and will not prejudice the employee's right to recall in the future. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current employer reasonable notice of termination to accept the recall.

- (d) After eighteen (18) continuous months on layoff.
- (e) A casual employee who has notified the Employer they are available for work who refuses or is unavailable for a short notice (twenty-four [24] hours) call to work on four (4) occasions within a six (6) month period shall be removed from the on-call list.
- (f) A casual employee who does not work within an eight (8) month period shall be removed from the on-call list.

**16.05 Transfer and Seniority Outside Bargaining Unit**

- (a) No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, the employee shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority.
- (b) Such employee shall have the right to return to their position in the bargaining unit during the trial period, which shall be a maximum of six (6) calendar months. Such employee shall continue to pay Union dues based on their bargaining unit position for the six (6) calendar months. Any employee who has posted into a vacancy, which is as a result of movement to the excluded position, shall return to their previous position if the employee returns to their position during the six (6) calendar month trial period.
- (c) If at any time after the six (6) calendar month trial period the employee desires to return to the bargaining unit, such return will not result in the layoff of any bargaining unit member, but shall be done through the posting procedure, commensurate with the employee's bargaining unit seniority and qualifications.
- (d) Notwithstanding the above, the employee's entire service with the Employer shall be counted for the purposes of all service related to Benefits.

**ARTICLE 17 - PROMOTIONS AND STAFF CHANGES****17.01 Job Postings**

When a new position is created, or when a vacancy of a permanent nature occurs, or when a vacancy of a temporary nature in excess of two (2) months occurs, which shall include the resignation of an incumbent, either inside or outside the bargaining unit, the Employer shall immediately notify the Union in writing and post notice of the position in the Employer's offices, locker rooms, shops and on all bulletin boards for a minimum of one (1) week, so that all members will know about the vacancy. However, vacancies arising from normal retirement shall be posted sixty (60) days prior to the employee's normal retirement date, with notification to the Union.

It is understood and agreed that the Employer retains the usual rights to determine if and when a position will be filled.

**17.02 Information in Postings**

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range. Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner.

#### **17.03 Role of Seniority in Promotions, Transfers and Staff Changes**

Both parties recognize:

- (a) the principle of promotion within the service of the Employer;
- (b) that job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications, in accordance with Clause 17.02.

#### **17.04 Trial Period**

The successful applicant shall be notified within one (1) week following the end of the posting period. They shall be given a trial period of sixty (60) calendar days in the established position, during which time they will receive the necessary training for the position. The Employer shall not curtail the trial period without just cause, before it has run its full course. Conditional on satisfactory service, the employee shall be declared permanent after the period of sixty (60) calendar days. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

#### **17.05 Notification to Employee and Union**

The Union shall be notified of all promotions, demotions, hirings, layoffs, transfers, recalls, resignations, retirements, deaths or other terminations of employment.

#### **17.06 Promotions and New Hires Requiring Higher Qualifications**

If no employee is appointed to a vacancy in accordance with Clause 17.04, then serious consideration for promotion will be given to the applicant with the greatest seniority who does not possess the required qualifications, but is preparing for qualification prior to filling the vacancy. If granted the job, the employee will be given an opportunity to qualify within a reasonable trial period. If the qualifications are not met within this time, the employee shall revert to their former position.

The Employer shall also consider employees who are not qualified but who, through on-the-job training, could reasonably be expected to satisfactorily perform the job within a six (6) month period.

Should no internal employee express interest in the position and an external applicant who is not qualified but who, through on-the-job training, could reasonably be expected to satisfactorily perform the job within a six (6) month period.

The rate of pay for employees awarded a position under this provision, would be ninety percent (90%) of the classified rate for the first three (3) months and ninety-five percent (95%) for the last three (3) months of the six (6) months referred to herein, or their current rate whichever is greater.

On mutual agreement between the Union and the Employer, an additional three (3) months may be granted to the employee to obtain required qualifications for the position at ninety-five percent (95%) of the classified rate.

## **ARTICLE 18 - LAYOFFS AND RECALL**

### **18.01 Definition of Layoff**

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

Employees in receipt of thirty (30) days' notice of layoff shall indicate if and where they elect to bump within five (5) working days of such notice.

Employees to be laid off shall be provided a package of information which includes their record of employment and community resources available to them on or before the effective date of layoff.

It is understood that for part-time employees scheduled on an irregular basis, fluctuation of hours above twenty (20) hours shall not constitute a layoff provided seniority, qualifications and availability are followed. Where hours fall below twenty (20) per week, the following provisions apply.

### **18.02 Role of Seniority in Layoffs**

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the employee with less seniority. The right to bump shall include the right to bump up.

**18.03 Recall Procedure**

Employees shall be recalled in the order of their seniority provided the employee is qualified to perform the work.

**18.04 No New Employees**

New employees shall not be hired until those laid off have been given an opportunity of recall.

**18.05 Advance Notice of Layoff**

Unless legislation is more favourable to the employees, the Employer shall notify the employees who are to be laid off thirty (30) calendar days prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this Article, they shall be paid for the days for which work was not made available. Notice is not required for employees who are hired on a seasonal basis and casual employees.

In the event of temporary layoff due to emergency events beyond the control of the Employer such as fire, flood, major mechanical failure, or acts of God the above-referenced layoff notice is reduced to fifteen (15) days.

Upon receipt of notice the employee shall, within five (5) working days, indicate if and when they elect to bump. In emergent situations the five (5) working days is reduced to two (2) working days.

**18.06 Scheduled Shut-downs – Anne Fiddick Aquatic Centre**

It is understood that the Anne Fiddick Aquatic Centre is a seasonal operation and employees of the Aquatic Centre retain their posted positions during scheduled seasonal shut-downs.

- (a) Aquatic Centre employees will not be required to use vacation during scheduled seasonal shut-downs.
- (b) Aquatic Centre employees who are not scheduled to work during a scheduled seasonal shut-down can choose to be laid off during this period of time.
- (c) Aquatic Centre employees who choose to bump or accept casual or temporary work during the scheduled seasonal shut-down will be required to vacate any work being performed and return to their posted Aquatic Centre position at the end of the scheduled seasonal shut-down.
- (d) Employees on benefits who are affected by the scheduled seasonal shut-down shall be permitted to remain on the benefit plan for the period of the seasonal

shut-down, but shall be responsible for paying the premiums, provided that the insurance carrier agrees that benefit coverage may continue.

#### **18.07 Grievance on Layoffs and Recalls**

Grievances concerning layoff and recalls shall be initiated at Step 3 of the Grievance Procedure.

#### **18.08 Leave to Attend to Personnel Matters**

When an employee is to be laid off, they shall be allowed two (2) hours off with pay during their last shift in order to attend to any personnel or pay-related matters not yet settled.

### **ARTICLE 19 - HOURS OF WORK**

It is understood that the provisions of this Article do not represent a guarantee of employment and the hours of work set out herein are subject to the provisions of Article 18 – Layoffs and Recall.

#### **19.01 Regular Daily Hours (Public Works)**

The regular daily hours shall not commence before 7:30 a.m. nor finish later than 4:00 p.m. No eight (8) hour schedule shall be spread over a period longer than eight and one-half (8-1/2) hours, with one-half (1/2) hour off for lunch.

The lunch period shall be at 12:00 noon, but may be staggered or adjusted to accommodate operational requirements. The Supervisor will not unreasonably change the normal lunch period or require the lunch break to be taken before 11:00 a.m. or start by 1:00 p.m. except where agreed to by the employee(s) concerned.

All time worked during scheduled lunch time where an alternate lunch time cannot be re-scheduled, shall be considered overtime. Employees required to work through their lunch break shall be paid one-half (1/2) hour pay at time and one-half (1-1/2) or may by mutual consent, reduce their work day by one-half (1/2) hour. The Employer shall also supply a meal voucher of ten dollars (\$10.00).

The Employer may request a temporary change to the normal start and finish time of the normal daily hours of Public Works employees as set out in this Clause. Such request shall be made no later than 4:00 p.m. of the preceding work day. The start time, length of such change, and the operational reasons for such request shall be given at the time of the request.

The Union shall immediately meet with Public Works employees upon receipt of such request and where the request is due to snow conditions and the start time is 5:30 a.m. or later it shall be agreed to. Where the request is for other operational reasons it is agreed such request shall not be unreasonably denied. It is further agreed that employees shall receive a shift premium of ten percent (10%) of their hourly rate for all hours worked while a change is in effect to compensate them for any cost and inconvenience that a change may cause.

The parties confirm agreement on the one (1) Public Works position, which was posted as a Weekend Coverage position. The regular weekly hours of work for this position shall consist of five (5) days, Wednesday through Sunday, for a total of forty (40) hours per week. It is agreed that weekend coverage relief, as required, may be provided by volunteers from the regular crew or in the absence of such, by a casual or part-time worker.

Where there is a reduction in the Work's crew and requirements to maintain weekend coverage, it is understood that where the junior employee remaining, after layoff of the incumbent in this position, declines the weekend portion of the position, it may be filled through recall or by a casual or part-time employee on the weekend while the junior regular employee works the other three (3) days of the week. The option to accept reduced hours is provided for in Article 18.

#### **19.02 Regular Weekly Hours (Public Works)**

The regular weekly hours shall consist of five (5) days from Monday to Friday inclusive, for a total of forty (40) hours per week. Any variations to existing schedules or shifts not otherwise provided for in this Agreement require mutual agreement by the parties.

#### **19.03 Regular Daily Hours (Office and Clerical)**

- (a) The regular daily hours shall not commence before 9:00 a.m. nor finish later than 5:00 p.m. No seven (7) hour schedule shall be spread over a period longer than eight (8) hours, with one (1) hour off for lunch.

Except as hereafter provided, the hours of work shall be:

9:00 a.m. to 5:00 p.m. (excluding lunch hour).

- (b) Part-time employees shall be given first opportunity to work any hours prior to other employees being called where operationally feasible.

(c) Casual Clerical

The duties of the Casual Clerical position will be to assist in general office duties as required.

19.04 Regular Weekly Hours (Office and Clerical)

The regular weekly hours shall consist of five (5) days from Monday to Friday inclusive. All hours worked will be consecutive, not including lunch break.

19.05 Arena/Aquatic Centre Work/Recreation Schedules/Hours of Work

(a) Full-Time Employees

(1) Daily & Weekly Hours

The regular weekly hours shall consist of five (5) consecutive days of eight (8) consecutive hours for a total of forty (40) hours per week.

(2) Working Schedules.

Working schedules shall be posted seventy-two (72) hours in advance for periods of four (4) weeks or longer, unless mutually agreed otherwise. During the working schedule the start time and end time for a scheduled shift may be adjusted with twenty-four (24) hours' notice and where less than twenty-four (24) hours' notice is provided, a ten percent (10%) premium shall be paid for all hours worked on that shift to compensate for any cost and inconvenience arising from such change. Where operational requirements of an unforeseen nature arises, with seventy-two (72) hours' notice, the four (4) week schedule may be amended for periods of not less than one (1) week.

(3) Work Assignments

It is understood and agreed that in order to maintain full-time positions employees in this category may be assigned other work for which they are qualified provided such assignment does not adversely affect a more senior employee. Where a change to the normal work day or work week is requested by Management or an employee, it shall be considered in the context of operational requirements, the employee's seniority and personal requirements, and possible alternatives. It is understood and agreed such request shall not be unreasonably denied.

**(4) Arena/Aquatic Centre Irregular Part-Time and Casual Staff**

Arena/Aquatic Centre irregular part-time and casual staff work schedules will be done in accordance with past practice or as set out in item (b) following as determined by Management.

**(b) Aquatic Irregular Part-Time and Casual Employees**

Part-time and casual employees shall work a schedule based upon operational requirements, seniority, qualifications, and availability as set out below:

- (1) The Employer shall determine the hours of operation and staffing requirements for the Centre and programs offered. The Employer shall endeavour to provide a schedule for as many weeks in advance as possible and in any event not less than one (1) week in advance. The schedule shall be posted at least seventy-two (72) hours in advance and shall not be changed with less than twenty-four (24) hours' notice.**
  - (2) The Employer shall consult with the Union appointed representative when preparing work schedules for employees. Employees shall be scheduled in a manner consistent with their seniority, qualifications and availability.**
  - (3) Employees shall provide Management and the Union representative referred to herein with a schedule of their availability, in writing, upon request. Where changes in availability would affect call-in or future schedules, it is the employee's responsibility to advise the Management and Union representatives as soon as possible.**
  - (4) Call-ins or additions to the schedule due to circumstances such as sick replacement, short notice rentals, etc., shall be done in accordance with a call-in list. Employees shall be placed on the call-in list upon written request indicating their availability for call-in, in accordance with seniority and qualifications.**
  - (5) It is understood and agreed that unless mutually agreed otherwise between the Union and Management all shifts shall be of at least four (4) hours duration and no employee shall be scheduled for more than five (5) consecutive days or provided less than two (2) consecutive days off.**
- (c) The parties may, by mutual agreement in writing, amend or replace the provisions of 19.05 (b) (1 to 5) provided such is consistent with the principles of seniority, qualifications and availability. Employees shall receive as much notice as possible of any such change.**

- (d) An Arena/Aquatic employee required to be available for work during a meal break shall have the time considered as part of the employee's regular shift.

#### **19.06 Rest Periods**

- (a) All employees working less than four (4) hours shall not receive a paid rest period.
- (b) All employees working between four (4) to six (6) hours shall receive one (1) paid fifteen (15) minute rest period at the work site, if practical, or the nearest Employer facility. Times of 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.
- (c) All employees working more than six (6) hours shall receive two (2) paid fifteen (15) minute rest periods at the work site, if practical, or the nearest Employer facility. Times of 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.
- (d) 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.

### **ARTICLE 20 - OVERTIME**

#### **20.01 Overtime Defined**

All time worked before or after the regular daily hours of seven (7) clerical and eight (8) non-clerical, the regular weekly hours of thirty-five (35) clerical and forty (40) non-clerical shall be considered overtime.

#### **20.02 Compensation for Work Before or After Scheduled Daily Hours**

Overtime work before or after the regular daily hours shall be compensated at time and one-half (1-1/2x) for the first three (3) hours and double time (2x) thereafter, in any one (1) shift.

#### **20.03 Overtime on First and Second Day Off**

Applies to full-time and part-time employees.

Overtime work on an employee's first (1<sup>st</sup>) day off shall be compensated at the rate of time and one-half (1-1/2x). If the overtime worked continues on both the

first (1<sup>st</sup>) and second (2<sup>nd</sup>) day, then the overtime worked on the employee's second (2<sup>nd</sup>) day off shall be compensated at the rate of double time (2x).

#### 20.04 Compensation for Work on Paid Holidays not Regularly Scheduled

All work performed on paid holidays (declared stats) shall be compensated at the rate of time and one-half (1-1/2x). Instead of cash payment, an employee may choose to receive time off at the overtime rate at a time mutually agreed to by the parties.

All work performed on Christmas Day (December 25th) or New Year's Day (January 1st) shall be compensated at the rate of double time and one-half (2x + ½). Work on Christmas Day (December 25th) shall be a minimum of four (4) hours.

#### 20.05 Turn-Around Time

An employee required to start a new shift within twelve (12) hours of completing their previous shift, excluding overtime, shall be compensated at the rate of time and one-half (1-1/2x) for all hours which fall within the twelve (12) hours turn-around time unless otherwise mutually agreed.

#### 20.06 Payment of Meal Allowance

Meal allowance will only be paid when an employee works ten (10) consecutive hours (clerical) or eleven (11) consecutive hours (non-clerical) and every three (3) hours thereafter.

Meal allowance shall be paid in the amount of ten dollars (\$10.00) plus one-half (1/2) hour paid meal break, paid at the rate earned.

#### 20.07 No Layoff to Compensate for Overtime

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

#### 20.08 Sharing of Overtime

Opportunities for overtime and call-back time shall be divided equally amongst employees who are willing and qualified to perform the available work.

#### 20.09 Right to Refuse Overtime

No employee shall be required to work overtime against their wishes when other qualified employees are available to perform the required work.

#### **20.10 Overtime During Layoffs**

There shall be no overtime worked in any operation while there are available qualified employees on layoff able to perform the work, unless such work is a continuation of the employees' shift, or laid off employees are unavailable.

#### **20.11 Call-Back Pay Guarantee**

An employee who is called in and required to work outside their regular working hours shall be paid for a minimum of two (2) hours at overtime rates whenever there is a break between the employee's regularly scheduled hours and the work the employee is called in to perform.

This Clause applies only to full-time and part-time employees.

#### **20.12 Compensation for Overtime**

All overtime worked shall be compensated for in time off with pay, or paid out in the following manner:

Overtime worked shall, at the option of the employee, be banked or paid during the time period earned.

Overtime worked beyond eighty (80) hours accumulation shall be paid to the employee during the time period earned.

Overtime banked shall be taken off at a time mutually agreed between the employee and their Supervisor.

Overtime worked of less than fifteen (15) minutes duration in a day shall be informally compensated for, and not formally banked, in an appropriate amount of time off as mutually agreed between the employee and the Supervisor.

Overtime worked of more than fifteen (15) minutes duration in a day shall be formally banked and compensated for in time off, or in payment, in accordance with the following provisions:

- (a) Such overtime shall be banked at the appropriate rate based on increments of fifteen (15) minutes. It is understood that Management has the right to assign overtime work in accordance with the provisions of this Article and the Collective Agreement.
- (b) Overtime banked shall be taken at mutually agreed times in a manner to insure individual overtime is not banked in excess of eighty (80) hours except in unusual and compelling circumstances mutually agreed to by the parties.

- (c) Where overtime banked has accumulated beyond sixty (60) hours the Employer and the employee shall meet to schedule time off within the subsequent three (3) months to reduce the accumulated bank time balance to forty (40) hours or less.

Employees other than full-time and part-time will have time off with pay in lieu of overtime pay scheduled for them by Management unless mutually agreed otherwise.

#### 20.13 Provincial Emergency Program Work

If the Employer activates the Emergency Operations Centre and requests and receives a Provincial Emergency program task number, the Union agrees that all overtime work will be taken in pay.

### ARTICLE 21 - PAID HOLIDAYS

21.01 Employees shall be entitled to the following Holidays with pay:

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

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

21.03 Where any Holiday occurs on a Saturday or Sunday, the preceding Friday or the following Monday shall be declared a Holiday in lieu of.

#### 21.04 Compensation for Paid Holidays Falling on Scheduled Day Off

When any of the above-noted paid Holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon by the parties, to be scheduled and taken within fourteen (14) days.

#### 21.05 Compensation for Work on Paid Holidays

- (a) Full-time and part-time employees shall be paid at a rate of time and one-half (1-1/2x) for scheduled work performed on a paid Holiday and shall be provided one (1) day off with pay at a time mutually agreed upon by the parties.

- (b) Relief, students, and casual employees shall be paid at the rate of time and one-half (1-1/2x) for work performed on a paid Holiday.

## **ARTICLE 22 - VACATIONS**

### **22.01 Length of Vacation**

Employees entitled shall receive an annual vacation with pay in accordance with their years of service within the bargaining unit as a full-time or part-time employee as follows. Pay shall be the percentage of gross earnings in the preceding vacation year as provided below.

#### **Less than one (1) year:**

- Vacation Time - pro-rated from the date of hire
- Vacation Pay % of Gross Earnings Prior Vacation Year - six percent (6%)

#### **One (1) year or more:**

- Vacation Time - fifteen (15) working days
- Vacation Pay % of Gross Earnings Prior Vacation Year - six percent (6%)

#### **Six (6) to ten (10) years:**

- Vacation Time - twenty (20) working days
- Vacation Pay % of Gross Earnings Prior Vacation Year - eight percent (8%)

#### **Eleven (11) to twenty-two (22) years:**

- Vacation Time - twenty-five (25) working days
- Vacation Pay % of Gross Earnings Prior Vacation Year - ten percent (10%)

#### **Twenty-three (23) years and thereafter:**

- Vacation Time - thirty (30) working days
- Vacation Pay % of Gross Earnings Prior Vacation Year - twelve percent (12%)

The vacation year shall be January 1<sup>st</sup> to December 31<sup>st</sup>.

Vacation credits based on average hours worked will be credited to the employee for time off for WorkSafe BC., sick, maternity, parental or adoption leave, up to a maximum of six (6) months' credit. No vacation credits will be accrued while an employee is off work on Long Term Disability

**22.02 Minimum Vacation**

Upon request, an employee with less than fifteen (15) days of earned vacation, may be granted sufficient leave of absence, without pay, to allow a minimum of fifteen (15) vacation days.

**22.03 Banking of Vacation Credits**

- (a) Upon written request an employee entitled to three (3) weeks' vacation or more may be permitted to bank up to a maximum of ten (10) working days annual vacation. The extended vacation to be taken during the next vacation year at the rate of pay prevailing at the time the vacation is earned. Such a request shall not be unreasonably refused.
- (b) If an employee chooses to receive pay-out of vacation days in accordance with Clause 22.09, the employee shall book and take all vacation time within the vacation year. No banking of vacation credits will be permitted if taking a pay-out.

**22.04 Compensation for Holidays Falling Within Vacation Schedule**

If a paid Holiday falls or is observed during an employee's vacation period, they shall be allowed an additional vacation day with pay at a time mutually agreed upon by the parties.

**22.05**

- (a) Any time lost while the employee is receiving Workers' Compensation Benefits, as the result of an accident while in the employ of the Employer, shall be included as though they were days worked for the purpose of calculating annual vacation entitlement. However, such employees shall not "bank" vacation entitlement from year-to-year while on Workers' Compensation Benefits.
- (b) Employees on a leave of absence without pay for thirty (30) consecutive days or longer shall have their subsequent vacation entitlement reduced on a pro-rata basis (i.e. six [6] months leave of absence reduces vacation entitlement by one-half [1/2]).

**22.06 Vacation Pay on Termination**

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

**22.07 Vacation Pay on Retirement**

In accordance with the Superannuation Act on retirement an employee shall be entitled to the same vacation or vacation pay which would have been earned if the employee had continued in employment to the end of the calendar year.

**22.08 Schedule of Vacations**

Vacation schedules, once approved by the Employer, shall not be changed other than by the employee in cases of emergency, except by mutual agreement between the Employer and the employee. Emergency means unforeseeable and beyond the control of the employee.

By March 1<sup>st</sup> in each year, employees shall book with the appropriate Department Supervisor, annual vacations according to seniority. Confirmation of the employee's requested vacation schedule will be given to each employee by March 31<sup>st</sup>. Prime time vacations (June 30<sup>th</sup> to Labour Day) shall be limited to a maximum of two (2) weeks. After March 15<sup>th</sup>, vacation shall be booked on a first-come, first-served basis, with confirmation being given to each employee within two (2) weeks of their request. Employees shall be entitled to take one (1) week of broken vacation, restricted to two (2) day/three (3) day split, one (1) time only. At all other times, employees shall be entitled to take their vacation in an unbroken period unless mutually agreed upon between the employee and the Employer.

Normally employees shall book vacation on a week basis but may book vacation on a day-by-day basis where mutually agreed.

If vacation is not booked by September 15<sup>th</sup>, the Department Supervisor may consult with the employee to schedule any remaining vacation. If the employee does not schedule the balance of the remaining vacation by October 1<sup>st</sup>, then the Department Supervisor may schedule any remaining vacation provided two (2) weeks' notice is given to the employee prior to the time the Department Supervisor has scheduled the employee to be off work. The employee may subsequently request a vacation schedule change if operational requirements permit and the Department Supervisor shall not unduly deny any such request.

**22.09 Payment of Vacation Pay**

An employee has the choice of vacation pay on April 30<sup>th</sup>, or vacation pay at the time vacation is taken.

**22.10** Where casual employees are appointed to a full-time or part-time position, their accumulated hours worked shall be converted to days based on the full-time equivalent (one thousand nine hundred fifty [1,950] hours) and a date shall be calculated to establish years of employment for vacation entitlement.

**22.11 Long Service Award**

Employees with thirty (30) or more years of service shall receive five (5) days of Long-Term Recognition upon retirement from the Village.

Employees with thirty-five (35) or more years of service shall receive ten (10) days of Long-Term Recognition upon retirement from the Village.

**ARTICLE 23 - SICK LEAVE PROVISIONS**

23.01 On January 1<sup>st</sup> of each year all employees shall be credited with six (6) days sick leave, but this sick leave is not accumulated and will be dissolved at December 31<sup>st</sup> in each year.

23.02 Employees may be required to produce a doctor's certificate for proof of illness.

23.03 Employees hired after January 1<sup>st</sup> shall receive sick days calculated at one-half (1/2) day per month.

23.04 The Employer shall pay one hundred percent (100%) of the premiums for a Weekly Indemnity Plan providing short-term income replacement Benefits for employees unable to work due to sickness and/or accident for which Benefits are not compensable under Workers' Compensation Act. The Plan will provide employees with seventy-five percent (75%) of earnings for a maximum of twenty-six (26) weeks. In the event of an accident as described above, payments begin on the first (1<sup>st</sup>) day. In the event of sickness, payment will commence on the fourth (4<sup>th</sup>) day of illness or on the first (1<sup>st</sup>) day of hospitalization.

23.05 The Employer will pay one hundred percent (100%) of the monthly premium providing a Long-Term Income Replacement Benefit for employees unable to work due to a total disability. The Plan will provide employees with sixty-six and two-thirds percent (66-2/3%) of earnings commencing after twenty-six (26) weeks of Weekly Indemnity Benefits and to continue to age sixty-five (65) years.

23.06 There will be no pre-existing illness clause in the Plan.

23.07 The coverage under this Clause may only be changed by mutual agreement.

## **ARTICLE 24 - LEAVE OF ABSENCE**

### **24.01 Negotiation Pay Provisions**

A maximum of two (2) representatives of the Union shall not suffer any loss of pay or Benefits for total time involved in negotiations with the Employer.

### **24.02 Grievance Pay Provisions**

Representatives of the Union shall not suffer any loss of pay or Benefits for the total time involved in Grievance Procedures.

### **24.03 Leave of Absence for Union Functions**

Upon request to the Employer, an employee elected or appointed to represent the Union at Union functions shall be allowed leave of absence without pay but without loss of Benefits. An employee shall receive the pay and Benefits provided in this Agreement when on unpaid leave of absence for Union functions. However, the Union shall reimburse the Employer for all pay during the period of absence.

### **24.04 Leave of Absence for Full-Time Union or Public Duties**

- (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without loss of Benefits so that the employee may be a candidate in Federal, Provincial, or School Board elections.
- (b) An employee who is elected to public office shall be allowed leave of absence without pay or Benefits but without loss of seniority during their term of office.
- (c) An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without pay or Benefits but without loss of seniority for a period of one (1) year. Such leave to be renewed each year, on request, during their term of office.

### **24.05 Pay During Leave of Absence for Union Work or Convention**

An employee shall receive the pay and Benefits provided in this Agreement when on unpaid leave of absence for Union work or Conventions. However, the Union shall reimburse the Employer for all pay during the period of absence.

**24.06 Bereavement Leave**

- (a) An employee shall be granted a minimum of five (5) regularly scheduled consecutive work days' leave, without loss of pay or Benefits, in the case of death of the employee's spouse, common-law spouse, child, step-child or parent.
- (b) An employee shall be granted a minimum of three (3) regularly scheduled consecutive work days' leave, without loss of pay or Benefits, to attend the funeral of a brother, sister, grandchild, grandparent, great-grandparent, mother-in-law or father-in-law.
- (c) An employee shall be granted a minimum of one (1) regularly scheduled work day leave, without loss of pay or Benefits, to attend the funeral of the employee's spouse's family; sister-in-law, brother-in-law, son-in-law, daughter-in-law, spouse's grandchild, grandparent, or great-grandparent.
- (d) Where the burial occurs outside the province, such leave shall also include reasonable travelling time, not to exceed seven (7) days, without pay.
- (e) An employee shall be granted a maximum of three (3) days' paid leave in any calendar year for critical illness in the event of hospitalization for life threatening reasons of an employee's spouse, common-law spouse, child or step-child.
- (f) Additional unpaid bereavement or critical illness leave shall be allowed upon reasonable request.

**24.07 Pallbearer's Leave**

One-half (1/2) day leave shall be granted without loss of salary, wages or Benefits to attend as a pallbearer of a friend or relative not mentioned in Clause 24.06.

**24.08 Preventive Medical Leave**

Employees residing in the Village of Gold River shall be allowed up to five (5) days per annum paid leave of absence in order to engage in personal preventive medical health and dental care that otherwise cannot be provided in the Village of Gold River. During the term of pregnancy, an employee shall be allowed five (5) days in addition to those specified above, for prenatal preventive medical care.

An employee shall attempt to provide the Employer with five (5) days' notice where possible. Written verification by the medical and/or dental care practitioner shall be provided to the Employer.

**24.09 Protection During Maternity/Parental/Adoption Leave**

Maternity/Parental/Adoption leave shall be considered as a right. Accordingly, no employee shall be laid off or otherwise adversely affected in their employment because of pregnancy. The Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy. Where working conditions may be hazardous to an unborn child or to the pregnant employee, the employee shall be entitled to transfer to another position, provided they are capable of performing the work and is otherwise entitled thereto by virtue of seniority.

**24.10 Length of Maternity/Parental/Adoption Leave**

Maternity/Parental/Adoption leave shall be granted in accordance with *Employment Standards* legislation.

**24.11 Seniority Status During Maternity/Parental/Adoption Leave**

While on Maternity/Parental/Adoption leave an employee shall retain their full employment status and rights and shall accumulate all Benefits under this Collective Agreement.

**24.12 Employer Payment of Employee Benefits During Maternity/Parental/Adoption Leave**

During the period of Maternity/Parental/Adoption leave, the Employer shall continue to pay the Hospital, Medical, Dental, Disability, Group Life, Pension and other Benefits of this Agreement.

**24.13 Procedure Upon Return from Maternity/Parental/Adoption Leave**

When an employee decides to return to work, after Maternity/Parental/Adoption leave, they shall provide the Employer with at least two (2) weeks' notice. On return from Maternity/Parental/Adoption leave, the employee shall be placed at least in their former position. If the former position no longer exists, they shall be placed in a position in their Department of equal rank and value at the same rate of pay.

Where such placement cannot be made, then the provisions of Article 18 (Layoffs and Recall) apply in so far as it is lawful to apply them.

**24.14 Parental Leave**

Parental leave shall be granted in accordance with legislation and Benefits will be limited to those required by such legislation.

**24.15 Adoption Leave**

Where an employee seeks leave due to adoption, the foregoing provisions shall apply.

**24.16 Paid Jury or Court Witness Duty Leave**

The Employer shall grant leave of absence without loss of seniority Benefits to an employee who serves as juror or witness in any criminal court or who is required by subpoena to attend a criminal court of law or coroner's inquest. The Employer shall pay such an employee the difference between normal earnings and the payment received for jury service or criminal 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 required to appear before any government body, or who is subpoenaed to attend a coroner's inquest or is required to serve as a court witness in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay.

**24.17 General Leave**

An employee may request a leave of absence without pay and without loss of seniority for good and sufficient cause. Such requests shall be in writing and the Employer shall give fair and reasonable consideration to each request, in relation to operational requirements and approval shall not be unreasonably withheld.

A leave of absence without pay will only be granted if an employee has used all of their banked time accumulation and vacation time that has been previously approved by the Employer.

**24.18 Benefits While on Leave**

An employee granted a leave of absence without pay under this Agreement for fifteen (15) consecutive days or more, shall pay the total premium costs of the Employer paid Benefits, for the entire period of leave of absence.

**General Provision**

Where provision is made that the Employer shall maintain Benefits during an employee approved leave or where it is provided that an employee may continue Benefits while on approved leave by reimbursing the Employer, the extent of such coverage shall be limited only to the extent permitted under the applicable Benefit Plan.

**24.19 Family Responsibility Leave and Compassionate Care Leave**

Family Responsibility Leave and Compassionate Care Leave shall be granted in accordance with *Employment Standards* legislation.

**ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES****25.01 Pay Days**

The Employer shall pay salaries and wages bi-weekly for the current week in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions. The pay shall be deposited directly into a financial institution of the employee's choice.

The Employer may not make deductions from wages or salaries unless authorized by Statute, Court Order, Arbitration Order, or by this Agreement.

**25.02 Equal Pay for Work of Equal Value**

Employees shall receive equal pay for work of equal value, regardless of sex.

**25.03 Pay on Temporary Transfer, Higher Rated Job**

When an employee temporarily relieves in or performs the principal duties of a higher paying position within the bargaining unit, the employee shall receive the rate for the job.

Where the higher position is outside the bargaining unit, the employee shall receive the rate of pay of the position filled, as established by the Employer. The employee shall be deemed to be covered by all provisions of this Collective Agreement, including Article 8 (Check-Off of Union Dues), during the period of temporary transfer.

After temporary assignment in a higher classification for six (6) months cumulative, within twelve (12) consecutive months, an employee shall be reclassified into that position permanently unless the temporary assignment was to cover for sickness, accident or maternity leave.

**25.04 Pay on Transfer, Lower Rated Job**

When an employee is assigned in accordance with the terms of this Collective Agreement to a position paying a lower rate, their rate should not be reduced.

#### **25.05 Automobile Allowance**

Travel rate paid to an employee using their own automobile for the Employer's business at the request of the Employer shall be paid at the CRA rate or the Employer's policy, whichever is greater.

- (a) The allowance shall cover travel to and from the employee's place of residence.
- (b) The Employer shall also pay the difference in premiums between the rate for liability insurance on the employee's automobile if used for pleasure only, and the rate required to insure such automobile if used as well for the purpose of the Employer.
- (c) As a condition of employment, the Employer shall not require an employee to own an automobile. Where transportation is required, the employee may, with the approval of the Employer, elect to use their own automobile at the above travel rate. If an employee does not elect to use their own automobile, the Employer shall when necessary provide alternative transportation appropriate to the occasion.

#### **25.06 On Call Provisions on an Employee's Day Off**

When an employee is advised that they are "on call", that is immediately available by telephone contact, radio or paging device, they shall be paid two (2) hours' pay for each day.

All hours actually worked by an "on call" employee shall be paid at overtime rates in accordance with Article 20 (Overtime), of this Agreement.

An employee may leave their employment and return home when an employee has completed the work for which they were called.

#### **25.07 Payment of Wages and Allowances**

Employees shall receive an additional fifty-five cents (\$0.55) per hour when engaged in snow removal. This premium shall only apply while engaged in blade-down or sanding operations.

#### **25.08 Premium Pay**

Employees shall receive an additional eighty cents (\$0.80) per hour when working with hot asphalt.

Employees shall receive an additional one dollar and thirty-five cents (\$1.35) per hour when working with any open sewer/outhouse cleaning/sludge bagging.

Employees requested to exhume human remains (body or ashes) will receive one dollar and fifty cents (\$1.50) per hour in addition to their regular rate of pay for all hours worked.

#### **25.09 Indemnification**

The Employer shall indemnify an employee for damages arising out of the performance of their duty and shall pay the legal costs incurred in a court proceeding arising out of a claim, except where the employee has been grossly negligent or has acted contrary to an order of a Supervisor.

#### **25.10 First Aid Certificate**

Employees holding a Workers' Compensation Board Level III Occupational First Aid Certificate or equivalent shall receive an additional fifty cents (\$0.50) per hour, if required by the Employer.

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

#### **26.01 Job Description**

The Employer agrees to draw up job descriptions for all positions, including whenever a job is created or whenever the duties of a job change occur for which the Union is bargaining agent. These descriptions shall be presented and discussed with the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days. If such objection cannot be resolved the issue may be subject to Grievance and Arbitration.

It is understood and agreed that employees will perform all such duties as may be required from time-to-time within any of the Employer's operations where qualified and required, in accordance with the provisions of the Collective Agreement including Clauses 25.03 and 25.04.

#### **26.02 No Elimination of Present Classification**

Existing classifications within the unit shall not be eliminated or changed without prior agreement with the Union.

#### **26.03 Changes in Classification**

When the duties of any job are changed or increased, or where the Union and/or an employee feels a job is unfairly or incorrectly classified, or when a new job is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the

reclassification and/or rate of pay for the job in question, such dispute shall be submitted to Grievance and Arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the employee or the date of change in job duties.

## **ARTICLE 27 - EMPLOYEE BENEFITS**

27.01 Employee Benefits shall become effective the first (1<sup>st</sup>) of the month following successful completion of the probationary period.

The Employer shall pay the full monthly contributions of the following Plans:

- (a) B.C. Government Medical Plan;
- (b) Pacific Blue Cross Extended Health Plan;
- (c) Pacific Blue Cross Dental Insurance Plan.

In the case of absence for illness or disability, the Employer's contribution will be paid to the above Plans for a maximum of one (1) year from commencement of absence. Thereafter, the employee may pay the full premium through the Employer.

### **Dental Plan**

When an employee and/or dependents have dental expenses, the following coverage is provided:

Plan "A" one hundred percent (100%) Basic Services - extractions and fillings.

Plan "B" fifty percent (50%) Major Services - crowns, bridges, and dentures.

Plan "C" fifty percent (50%) Orthodontic Services for dependent children up to a lifetime maximum reimbursement of two thousand five hundred dollars (\$2,500.00) per dependent.

### **Extended Health Benefits**

Included in the Extended Health Benefit Package is a Vision Care Plan. Employees will be provided with a Vision Care Plan providing a maximum benefit of five hundred dollars (\$500.00) per family member in two (2) calendar years. Safety goggles and sunglasses (plain or prescription) do not apply.

**27.02 Group Life Insurance**

The Employer shall pay the full cost of the premium for a mutually agreed upon Group Life Insurance and Accidental Death and Dismemberment Plan for all employees. The Plan shall be two times (2x) the employee's annual salary to a maximum of one hundred twenty-five thousand dollars (\$125,000.00).

**27.03 Pension Plan**

All employees shall be covered by the terms of the "Municipal Superannuation Act" if qualified.

**27.04 Workers' Compensation Protection**

All employees shall be covered by the Workers' Compensation Act. No employee shall have their employment terminated as a result of absence from work with a compensable accident.

**27.05 Workers' Compensation Board Top-Up**

- (a) An employee injured at work and unable to continue shall be paid their regular rate of pay for the entire shift.
- (b) (1) Employees absent from work due to injuries received while at work shall be paid directly by the Employer an equivalent amount that would be paid under wage loss by WorkSafe BC. Monies from WorkSafe BC shall be remitted to the Employer during that period.
- (2) Payments made by the Employer to employees on Workers' Compensation will be paid the amount calculated and provided to the Employer by WorkSafe BC. If the calculated amount is not available the Employer will calculate its best estimate of the wage loss and pay the employee accordingly.
- (3) When the actual amount of wage loss for payment to the employee has been determined by WorkSafe BC the Employer will make the necessary adjustment to the estimated amount and any overpayment or underpayment made to the employee while being paid on the best estimate basis will be deducted or added to the next regular payment to be made by the Employer to the employee.
- (c) The Employer shall continue to provide all Benefits as provided for under this Collective Agreement.
- (d) The amount received from WorkSafe BC will be classified as reduced earnings and will be used to calculate the employee's Pension contribution.

The Employer will continue to remit the Employer's contribution to the Pension Corporation.

- (e) Upon return to work an employee will have the option, subject to the Pension Corporation rules and regulations, to purchase the difference between the employee's normal earnings and the reduced earnings on which Pension contributions were calculated. The employee, under the current regulation, is required to pay both the Employer's and the employee's contributions. The employee is responsible for contacting the Pension Corporation to accomplish this, if desired. The Employer will compensate the employee an amount equivalent to the Employer's share of any Pension premiums required should the employee exercise this right of purchase.
- (f) In the event that WorkSafe BC rejects an employee's claim after the Employer has made payments to the employee, the employee shall be responsible for full reimbursement of all monies paid by the Employer in relation to the claim, within a six (6) month period.

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

### **28.01 Union-Employer Health and Safety Committee**

- (a) A Health and Safety Committee shall be established which is composed of an equal number of Union and Employer representatives, but with a minimum of two (2) Union and two (2) Employer members. The Union and the Employer shall each appoint an alternate in case either of their representative is unable to attend a scheduled meeting. The Health and Safety Committee shall hold meetings at least once per month, or more frequently if requested by the Union or by the Employer for jointly considering, monitoring, inspecting, investigating, reviewing, and improving health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the Employer and Union.
- (b) All Employer vehicles and indoor properties shall be non-smoking areas.

### **28.02 Union Health and Safety Committee**

In order to promote the occupational health and safety of employees, the Employer acknowledges the right of the Union to establish its own Health and Safety Committee and appoint Health and Safety Representatives in each Department. The Union shall notify the Employer in writing of the names of each Representative and the Department(s) they represent. Union Health and Safety Representatives shall have the right to participate in the monitoring of the workplace and to accompany government inspectors on inspection tours.

**28.03 Health and Safety Clothing, Tools, Equipment and Protection**

The Employer shall provide all employees working in any unsanitary or potentially hazardous jobs with all the necessary tools, protective equipment and clothing required. These shall be maintained and replaced, when necessary, at the Employer's expense.

**28.04 Disclosure of Information**

The Employer shall provide the Union written information which identifies all the biological agents, compounds, substances, by-products and physical hazards associated with the work environment. Where applicable, this information shall include, but not be restricted to, the chemical breakdown of trade name descriptions, information on known and suspected potential hazards, the maximum concentration exposure levels, precautions to be taken, symptoms, medical treatment and antidotes.

**28.05 Safety and Health Reports, Records and Data**

The Employer shall provide the members of the Health and Safety Committee with the details of every accident, incident, or occurrence of an occupational disease that occurred at the work site in the previous month. In addition, the Employer shall provide members of the Committee with any other health and safety records in the possession of the Employer, including records, reports and data provided to and by the Workers' Compensation Board and other government departments and agencies.

**28.06 Right to Refuse or Stop Unsafe Work**

A member of the Health and Safety Committee shall have the right to stop any work considered unsafe or hazardous.

Employees exercising rights under this Clause shall immediately advise their Supervisor or designate in the event they encounter unsafe conditions identified herein.

No employee shall be discharged, penalized or disciplined for refusing to work on a job or in any workplace or to operate any equipment where they or a member of the Health and Safety Committee believes that it would be unsafe or unhealthy to them, an unborn child, a work-mate, or the public, or where it would be contrary to the applicable Federal, Provincial or Municipal Health and Safety Legislation or Regulations. There shall be no loss of pay or seniority during the period of refusal. No employee shall be ordered or permitted to work on a job which another worker has refused until the matter is investigated by the Health and Safety Committee and satisfactorily settled.

**ARTICLE 29 - TECHNOLOGICAL AND OTHER CHANGES**

**29.01 The term “technological and other changes” shall be understood to mean:**

- (a) the introduction by the Employer into its work, undertaking or business of equipment or material of a different nature or kind than that previously used by the Employer in that work, undertaking or business; or**
- (b) a change in the manner, method or procedure in which the Employer carries on its work, undertaking or business that is directly related to the introduction of that equipment or material, that decreases the number of employees; but does not include normal layoffs resulting from a decrease in the amount of work to be done.**

**Ninety (90) days before the introduction of any technological and other changes, the Employer shall notify the Union of the proposed change. Any such change shall be made only after the Union and the Employer have reached an agreement on such change through collective bargaining. If the Employer and the Union fail to agree on the results of the change, the matters shall be referred to the Grievance Procedure of this Agreement.**

**29.02 An employee who is displaced from their job by virtue of technological change or improvements shall be subject to the terms and conditions of Layoffs and Recall and provided for in Article 18 of this Collective Agreement.**

**29.03 In the event that the Employer should introduce new methods of technology which require new or greater skills than are possessed by employees under the present methods of operation, such employees shall, at the expense of the Employer, be given a maximum period not to exceed ninety (90) days during which they may perfect or acquire the skills necessitated by the new methods of operation. There shall be no change in wage or salary rates during the training period of any such employee and no reduction in pay upon being reclassified in the new position.**

**29.04 Should the introduction of new methods of operation create a need for the perfection or acquisition of skills requiring a training period longer than ninety (90) days, the additional training time shall be a subject for discussion between the Employer and the Union.**

**29.05 No additional employees shall be hired by the Employer which would result in an employee losing their employment until the employee already working has been notified of the proposed technological change and allowed a training period to acquire the necessary knowledge and skill for retaining their employment (as outlined in 29.04).**

### **ARTICLE 30 - JOB SECURITY**

30.01 In order to provide job security for the members of the bargaining unit, the Employer agrees that work or services presently performed or hereafter assigned to the collective bargaining unit shall not be subcontracted, transferred, leased, assigned, or conveyed in whole or in part to any other plant, person, company or non-unit employees, unless this is forced on Management by provincial legislation in which case the Employer shall not be responsible to the Union or employee.

### **ARTICLE 31 - PRESENT CONDITIONS AND BENEFITS**

31.01 All rights, Benefits, privileges and working conditions which employees now enjoy, receive, or possess as employees of the Employer shall continue to be enjoyed and possessed in so far as they are consistent with this Agreement, but may be modified by mutual agreement between the Employer and the Union.

It is understood and agreed that this provision does not preclude adjustments to working conditions consistent with the provisions of this Agreement including the provisions of Clause 4.01 (Management Rights).

31.02 All provisions of this Agreement are subject to applicable laws now and hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, or if there is an amalgamation, annexation, merger or other structural change of the Employer, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the employees shall remain in existence.

### **ARTICLE 32 - GENERAL CONDITIONS**

#### **32.01 Bulletin Boards**

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

#### **32.02 Copies of Agreement**

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason the parties shall have sufficient copies printed for distribution to current employees and any that may be hired during the term of the 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.

### **32.03 Plural or Feminine Terms May Apply**

Whenever the singular, masculine, or feminine is used in this Agreement, it shall be considered as if the plural, feminine, masculine and all other genders, has been used where the context of the party or parties hereto so require.

### **32.04 Clothing Allowance and Protective Clothing**

Clothing allowance and protective clothing shall be provided as follows:

- (a) Hip waders, rain suits, coloured vests, etc., shall be supplied to employees in all Departments where needed by the employee.
- (b) Overalls shall be provided at the discretion of the Public Works and Parks and Recreations Superintendents.
- (c) Safety Footwear - the Employer will reimburse the employee one-half (1/2) the cost of WorkSafe BC-required work boots and WorkSafe BC-required footwear to a maximum of two hundred dollars (\$200.00) per calendar year.
- (d) Swimwear - the Employer will reimburse lifeguards/instructors one-half (1/2) the cost of swimsuits to a maximum of two hundred dollars (\$200.00) per calendar year.
- (e) Sandals – the Employer will reimburse lifeguards/instructors the full cost of sandals to a maximum of fifty dollars (\$50.00) per calendar year.

#### **Clothing Damaged at Work (Inside and Outside Workers)**

In the event that an employee's clothing is damaged through no fault of their own, the Employer, upon proof, will reimburse the employee for the clothing.

### **32.05 Tool Replacement**

- (a) Where an employee's personal tools, which are required to be used in the performance of their work, are lost as a result of falling into water or other places where recovery is impossible, or through theft, the Employer will replace the tools subject to satisfactory proof of loss or theft and subject also to there being no evidence of negligence on the part of the employee.

- (b) Where tools are damaged beyond repair the Employer will indemnify the employee for loss subject to the restrictions set out in paragraph (a) above.
- (c) Application for tool replacement will be made to the employee's Supervisor immediately after the loss, theft or damage occurs.

### **32.06 Course Training**

Upon successful completion of Employer-approved employment upgrading courses, including out-of-province courses, employees shall be reimbursed for their expenses as follows:

- (a) Their normal rate of pay for the hours away from the job.
- (b) Their course registration and material cost. Receipts must be supplied.
- (c) Their accommodation and mileage costs for use of personal vehicle.
- (d) Per diem shall be paid in accordance with the Employer's Travel Policy, but shall be no less than sixty-five dollars (\$65.00) for overnight or thirty-five dollars (\$35.00) for a day trip.
- (e) Aircraft (economy fare), ferry, taxi, parking and extraordinary expenses paid on presentation of actual receipts.
- (f) Their course fees for upgrading of Driver's License to required class.
- (g) Their course fees for First Aid classes.
- (h) The Employer shall pay the cost of required certification and re-certification for pool employees.

## **ARTICLE 33 - TERM OF AGREEMENT**

### **33.01 Duration**

This Agreement shall be binding and remain in effect from January 1<sup>st</sup>, 2022, to December 31<sup>st</sup>, 2023 and shall continue thereafter subject to the provisions of the *Labour Relations Code* of British Columbia.

### **33.02 Changes in Agreement**

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

**33.03 Notice of Changes**


Either party desiring to propose changes to this Agreement shall, within the ninety (90) days prior to the termination date, give notice in writing to the other party of the changes proposed. Within ten (10) working days of receipt of such notice by one (1) party, the other party is required to enter into negotiations for a new Agreement.

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

**SIGNED ON BEHALF OF THE  
CORPORATION OF THE VILLAGE OF  
GOLD RIVER**

  
\_\_\_\_\_  
MICHAEL LOTT, MAYOR

**SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 3399**

  
\_\_\_\_\_  
ROB LEDAHL, PRESIDENT, CUPE

  
\_\_\_\_\_  
MICHAEL ROY, CHIEF  
ADMINISTRATIVE OFFICER

\_\_\_\_\_  
PATRICK BARBOSA, CUPE NATIONAL  
REPRESENTATIVE

DATE:

\_\_\_\_\_  
June 18, 2024

**SCHEDULE "A"**

	2023	2024 \$0.15/hr. + 4.5%	2025 \$0.15/hr. + 4.5%	2026 4.0%	2027 4.0%
Maintenance Technician	39.77	41.72	43.75	45.50	47.32
Water/Waste Water Operator	34.17	35.86	37.63	39.14	40.71
Equipment Operator	31.31	32.88	34.52	35.90	37.34
Finance Clerk II	30.58	32.11	33.71	35.06	36.46
Truck Driver	29.16	30.63	32.17	33.46	34.80
Labourer I	27.93	29.34	30.82	32.05	33.33
Labourer II	28.49	29.93	31.43	32.69	34.00
Utility Labourer	28.49	29.93	31.43	32.69	34.00
Finance Clerk I*	26.62	27.97	29.39	30.57	31.79
Drop-Off Depot Attendant I	25.15	26.44	27.79	28.90	30.06
Custodian	24.07	25.31	26.61	27.67	28.78
Drop-Off Depot Attendant	24.07	25.31	26.61	27.67	28.78
Payroll Clerk I	27.77	29.18	30.65	31.88	33.16
Operations Clerk	26.02	27.35	28.74	29.89	31.09
Payroll Clerk	24.07	25.31	26.61	27.67	28.78
Grounds Maintenance Co-ordinator	31.73	33.31	34.97	36.37	37.82
Maintenance III	30.75	32.29	33.90	35.26	36.67
Maintenance II	28.89	30.35	31.87	33.14	34.47
Senior Lifeguard	26.73	28.09	29.51	30.69	31.92
Maintenance I	24.79	26.06	27.39	28.49	29.63
Lifeguard II	24.96	26.24	27.58	28.68	29.83
Lifeguard I	24.13	25.37	26.67	27.74	28.85
Aquatic Leader	22.20	23.36	24.57	25.55	26.57
Cashier/Receptionist	21.63	22.76	23.94	24.90	25.90
Casual Clerical	20.99	22.09	23.24	24.17	25.14
Cashier/Aquatics	16.90	18.75	19.75	20.54	21.36
Visitor Information Counselor	15.50	17.74	18.70	19.45	20.23
Student Aquatic Leader	22.20	23.36	24.57	25.55	26.57
Summer Students/Ice Out	15.50	17.74	18.70	19.45	20.23
Winter Student	15.50	17.74	18.70	19.45	20.23

LETTER OF UNDERSTANDING #1

BETWEEN:

THE VILLAGE OF GOLD RIVER

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 3399

RE: JACK CHRISTENSEN CENTRE

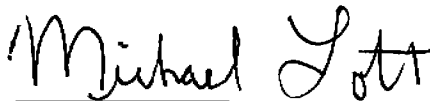
It is understood and agreed that in the event of a strike or lockout, the Employer will not operate out of the Christensen Centre; Management and non-employees will not perform bargaining unit work associated with the Centre; and such work will not be contracted out.

The Union agrees that it will not picket the Centre during a strike or lockout.

This Letter of Understanding shall continue in force and effect notwithstanding the legal exercise of a strike or lockout mandate.

It is further agreed that neither party shall seek to abrogate this agreement.

**SIGNED ON BEHALF OF THE  
CORPORATION OF THE VILLAGE OF  
GOLD RIVER**

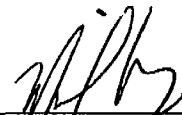


MICHAEL LOTT, MAYOR

**SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 3399**



ROB LEDAHL, PRESIDENT, CUPE  
LOCAL 3399



MICHAEL ROY, CHIEF  
ADMINISTRATIVE OFFICER

PATRICK BARBOSA, CUPE NATIONAL  
REPRESENTATIVE

DATE:

June 18, 2024

**LETTER OF UNDERSTANDING #2**

**BETWEEN:**

**THE VILLAGE OF GOLD RIVER**

**AND:**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 3399**

**RE: WATER DISTRIBUTION AND WASTE WATER TREATMENT – TRAINING  
PREMIUM PAY**

Employees working as the Utilities Labourer shall be paid the following premiums upon certification through the BC Environmental Operators Certification Program:

- |                                                      |                                                  |
|------------------------------------------------------|--------------------------------------------------|
| • Water Distribution Level 1                         | Forty cents (.40¢) per hour                      |
| • Waste Water Treatment Level 1                      | Forty cents (.40¢) per hour                      |
| • Waste Water Collection Level 1                     | Forty cents (.40¢) per hour                      |
| *Multi-Utility Operator Level 1:<br>(2) Certificates | Eighty cents (.80¢) per hour                     |
| *Multi-Utility Operator Level 1:<br>(3) Certificates | One dollar and twenty cents<br>(\$1.20) per hour |
| • Water Distribution Level 2                         | Fifty cents (.50¢) per hour                      |
| • Waste Water Treatment Level 2                      | Fifty cents (.50¢) per hour                      |
| • Waste Water Collection Level 2                     | Fifty cents (.50¢) per hour                      |
| *Multi-Utility Operator Level 2:<br>(2) Certificates | One dollar (\$1.00) per hour                     |
| *Multi-Utility Operator Level 2:<br>(3) Certificates | One dollar and fifty cents (\$1.50)<br>per hour  |

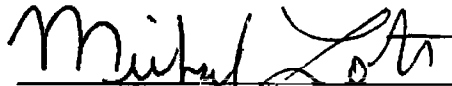
The above premiums are accumulative. Employees will either receive the individual certification premium or the Multi-Utility premium for each certification applicable.

If the Multi-Utility Certification is obtained, the educational component for each classification covered by the Multi-Utility Certification is required.

.../2

Where an employee is performing the duties of a higher rated position (i.e. Truck Driver, Equipment Operator) the employee shall be paid the rated position or the Utilities Labourer plus premiums, whichever is greater.

**SIGNED ON BEHALF OF THE  
CORPORATION OF THE VILLAGE OF  
GOLD RIVER**

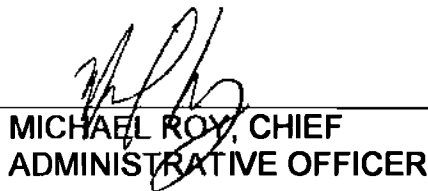


MICHAEL LOTT, MAYOR

**SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 3399**



ROB LEDAHL, PRESIDENT, CUPE  
LOCAL 3399



MICHAEL ROY, CHIEF  
ADMINISTRATIVE OFFICER

PATRICK BARBOSA, CUPE NATIONAL  
REPRESENTATIVE

DATE:

June 18, 2024

LETTER OF UNDERSTANDING #3

**BETWEEN:**

**THE VILLAGE OF GOLD RIVER**

**AND:**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 3399**

**RE: WATER/WASTE WATER OPERATOR**

**Whereas:**

- A. The parties recognize that the Employer is experiencing difficulty in recruiting and retaining a qualified Water and Waste Water Operator (WWWO).**
- B. The Employer is endeavouring to retain a competent and duly certified WWWO and train future WWWOs from within the bargaining unit.**
- C. The Village continues to seek options that will meet the requirements to have a qualified WWWO holding the required certification for compliances as outlined by the Environmental Operator's Certification Program.**
- D. At present no bargaining unit employees are qualified to be a WWWO or can achieve certification in a short time frame, but the Village would prefer to recruit a WWWO internally if the opportunity exists that it can be done in a reasonable time frame with approval from the Ministry of Environment and the Vancouver Island Health Authority.**
- E. The employee who holds the Utility Labourer Position, wishes to apply for the WWWO position and expects that they can be qualified for the Level 2 requirements within thirty (30) months, or sooner.**
- F. To consider the employee's appointment and ensure the qualifications required for the WWWO position are met within a reasonable time period, the Village wishes to outline requirements within a training process for conditions to ensure the candidate successfully completes the required certifications.**

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**As such:**

**The Village and CUPE Local 3399 agree that the Village will offer the employee the position of Water/Waste Water Operator on the following conditions:**

- 1. The employee will be required to write and pass the Environmental Operator's Certification Program (EOCP) Level 1 exams, Wastewater Treatment 1 and Water Distribution 1, achieving Level 1 Multi-Utility Certification of the WWWO position within twelve (12) months of appointment.**
- 2. The employee will be required to write and pass the EOCP Level 2 exams, Wastewater Treatment 2, Wastewater Collection 2 and Water Distribution 2, achieving Level 2 Multi-Utility Certification of the WWWO position within thirty (30) months of appointment.**
- 3. It is agreed that if employee is unable to achieve the Level 1 and Level 2 certifications as outlined above in the time period outlined, they will be required to vacate the WWWO position, unless extended due to reasonable circumstances, by mutual agreement of both parties acting reasonably.**
- 4. At the time of appointment to the WWWO position, the employee will be paid ninety percent (90%) of the WWWO position and will receive the Training Premium Pay as outlined in the attached LOU#2, until successful completion of Level 2 EOCP Certification unless this Agreement is terminated.**
- 5. This Letter of Understanding (LOU) will remain valid and in force until such time as the employee achieves the required EOCP Level 2 certification or is removed from the WWWO position for not achieving the required certifications as specified in the time periods outlined within this LOU, or the employee discontinues or abandons the required training to achieve Level 2 EOCP Certification, whereupon the employee will be returned to a labourer position based upon their seniority.**
- 6. The terms and conditions of employment as per the current Collective Agreement apply to the employee except as otherwise noted in the LOU.**

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7. All terms of the LOU are subject to the approval of the Ministry of Environment and the Vancouver Health Authority to allow the Village to utilize the employee as the WWWO, subject to the terms and training program outlined in this LOU.

**SIGNED ON BEHALF OF THE  
CORPORATION OF THE VILLAGE OF  
GOLD RIVER**



MICHAEL LOTT, MAYOR

**SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 3399**



ROB LEDAHL, PRESIDENT, CUPE  
LOCAL 3399



MICHAEL ROY, CHIEF  
ADMINISTRATIVE OFFICER

PATRICK BARBOSA, CUPE NATIONAL  
REPRESENTATIVE

DATE:

June 18, 2024

**LETTER OF UNDERSTANDING #4**

**BETWEEN:**

**THE VILLAGE OF GOLD RIVER**

**AND:**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 3399**

**RE: EMPLOYEES LOSING REQUIRED JOB POSTING QUALIFICATIONS,  
POSTING/BUMPING RIGHTS**

The Employer and CUPE Local 3399 have agreed that when an employee has lost certification, which is required as a condition of employment, the employee will be placed on unpaid leave and the employee's posted position will be held while the employee undertakes recertification. If the employee is unsuccessful at recertification, the employee will be afforded a one-time-only chance to undertake the required training and certification exam at the next available opportunity. If successful, the employee will be reinstated in their posted position.

During the recertification period, while the employee is on unpaid leave due to their ineligibility to hold their posted position, the employee will not have bumping rights. However, the employee will be afforded the opportunity to work as a casual employee, but only for work which the employee is qualified to undertake based on operational requirements as determined by the Employer and to the extent that this work does not impact or abrogate the rights of other employees.

During this period, the employee will be considered casual for the purposes of pay, benefits, and any rights pertaining to employees classified as casual under the Collective Agreement. During this period, should there occur a temporary employee vacancy that the employee is qualified to hold, the employee will be eligible to post to the temporary position on the understanding and agreement that it is only temporary and that they must continue with the recertification process in order to return to their posted position being held in their name under the terms of this Letter of Understanding.

Should a permanent employee vacancy, which the employee is qualified to hold, occur during this period, the employee will be eligible to post to the permanent position based on their seniority with the Village and if successful will vacate their posted position.

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Should the employee decide not to pursue recertification for their posted position at the next available date, or fail recertification, the employee will be removed from their previously posted position and be classified as casual. The employee will be entitled to post to vacant positions based on seniority and qualifications only as a casual. Should the employee be successful in a relief position or temporary posting, upon the incumbent's return to work, or the expiry of the temporary posting, the Employee will not be considered to be laid off and will be returned to the casual list.

The employee will only have bumping rights based on seniority after successfully posting to a permanent vacant position (not temporary or relief) and subsequently suffering a permanent layoff from that position.

**SIGNED ON BEHALF OF THE  
CORPORATION OF THE VILLAGE OF  
GOLD RIVER**



MICHAEL LOTT, MAYOR

**SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 3399**



ROB LEDAHL, PRESIDENT, CUPE  
LOCAL 3399



MICHAEL ROY, CHIEF  
ADMINISTRATIVE OFFICER

PATRICK BARBOSA, CUPE NATIONAL  
REPRESENTATIVE

DATE:

June 18, 2024

**LETTER OF UNDERSTANDING #5**

**BETWEEN:**

**THE VILLAGE OF GOLD RIVER**

**AND:**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 3399**

**RE: RECOGNITION OF BENEFITS FOR THOSE MEMBERS AGED SIXTY-FIVE (65)  
AND OLDER**

The Employer agrees to pay the equivalent amount of the cost of premiums directly to the employee who, because of becoming age sixty-five (65) years, is not eligible for Life insurance, Accidental Death and Dismemberment, Short-Term Disability and Long-Term Disability.

The Employer and the Union will meet to discuss the amount to be paid.

The Employer or the employee may opt out of this Letter of Agreement upon mutual agreement.

**SIGNED ON BEHALF OF THE  
CORPORATION OF THE VILLAGE OF  
GOLD RIVER**

  
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MICHAEL LOTY, MAYOR

**SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 3399**

  
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ROB LEDAHL, PRESIDENT, CUPE  
LOCAL 3399

  
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MICHAEL ROY, CHIEF  
ADMINISTRATIVE OFFICER

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PATRICK BARBOSA, CUPE NATIONAL  
REPRESENTATIVE

**DATE:**

**June 18, 2024**

LETTER OF UNDERSTANDING #6

BETWEEN:

THE VILLAGE OF GOLD RIVER

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 3399

RE: DROP-OFF DEPOT ATTENDANT – HOURS OF OPERATION

The regular daily hours shall not commence before 7:30 a.m., nor finish later than 6:00 p.m. No eight (8) hour schedule shall be spread over a period longer than eight and one-half (8 ½) hours, with one-half (1/2) hour off for lunch.

The scheduling of the lunch break shall be agreed to by mutual agreement.

**SIGNED ON BEHALF OF THE  
CORPORATION OF THE VILLAGE OF  
GOLD RIVER**



MICHAEL LOTT, MAYOR

**SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 3399**



ROB LEDAHL, PRESIDENT, CUPE  
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PATRICK BARBOSA, CUPE NATIONAL  
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DATE:

June 18, 2024