

COLLECTIVE AGREEMENT

BETWEEN

CUPE LOCAL 1570-03

AND

**THE CORPORATION OF
THE VILLAGE OF HAZELTON**

**Effective from January 1, 2024 to
December 31, 2025**

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THIS AGREEMENT MADE THIS _____ DAY OF _____, 2024.

Between: THE CORPORATION OF THE VILLAGE OF HAZELTON,
hereinafter called "the Employer",

Party of the First Part;

And:

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1570-03,
hereinafter called "the Union",

Party of the Second Part.

ARTICLE 1 DEFINITIONS

- 1.01 Casual Employee** – a "Casual Employee" is one who is employed on a day to day as needed basis, to perform specific short term or occasional functions (such as but not limited to sick leave replacement, vacation replacement, or work overload, etc) not to exceed two (2) consecutive calendar months without approval of the Union, which approval shall not be unreasonably denied. **The Employer will make every attempt to keep a minimum of one (1) Employee on the casual list.**
- 1.02 Employee** – "Employee" shall have the same meaning as defined in the Labour Relations Code of British Columbia.
- 1.03 Grievance** – a "Grievance" shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation (including whether a matter is arbitrable) of the Collective Agreement.
- 1.04 Layoff** – a "Layoff" shall be defined as a reduction in the work force. **This includes a reduction in regular work hours.**
- 1.05 Overtime** – "Overtime" shall be all time worked before or after an Employee's regular daily hours. All time worked over the regular rate shall be paid for at time and one-half the regular rate for the first two (2) hours and double the rate thereafter.
- 1.06 Personal Harassment** – "Personal Harassment" shall be defined as repeated, intentional, offensive comments or actions deliberately designed to demean and belittle an individual or cause personal humiliation.
- 1.07 Regular Full-Time Employee** – "Regular Full-Time Employee" shall mean an Employee who has successfully completed probation period of sixty-five (65) days of work, in a position covered by this agreement and is employed full-time.

- 1.08 Regular Part-Time Employee** – “Regular Part-Time Employee” shall mean an Employee who has successfully completed probation period of sixty-five (65) days of work, in a position covered by this agreement and is employed up to thirty (30) hours per week.
- 1.09 Safety Wear** – “Safety Wear” shall be defined as gloves, high-visibility vests, hard hats, non-prescription safety goggles, and hearing protection.
- 1.10 Seniority** – “Seniority” is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. All Employees shall, upon completion of the probationary period, have seniority from the original date of hire.
- 1.11 Sexual Harassment** – “Sexual Harassment” shall be defined as any sexually oriented practice that undermines the health or job performance of any person employed by the Employer or endangers their employment status or potential.
- 1.12 Sick Leave** – “Sick Leave” means the period of time an Employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor, or dentist, or because of an accident for which compensation is not payable under the Worker’s Compensation Act.
- 1.13 Singular/Masculine** – whenever the Singular, Masculine, or Feminine is used in this agreement, it shall be considered as if the plural, Feminine or Masculine has been used where the context of the party or parties hereto so required.
- 1.14 Spouse** – “Spouse” shall mean a person with whom the Employee has a marital, common-law, heterosexual, or lesbian/gay relationship. This definition shall determine all other familial relationships referred to in this agreement, including, but not restricted to, “child” which shall include the Employee’s partner’s child, and the definition of “in-law”, which shall include equivalent relationships flowing from common-law or lesbian/gay partner relationships.
- 1.15 Temporary Employee** – a “Temporary Employee” is one who is hired on a term basis for a specific project, who works up to full-time hours, on a regular or irregular basis, for the classification for which they are employed. The Employer agrees to notify the Union of such project and the term of same, in writing. The duration of any temporary assignment shall not exceed six (6) calendar months without the Union’s approval, which approval shall not be unreasonably denied.
- 1.16 Termination of Employment** – “Termination of Employment” shall mean an Employee resigns, retires, dies or when the Employer terminates employment.

1.17 Student Employee

Terms and Conditions Applying to the Employment of Students:

- a) To be eligible for employment, a student must:
 - i) Be in attendance at a secondary school, or
 - ii) Be finished secondary school and planning to attend a recognized university, college, school of trades and technology or other recognized post-secondary educational institution [three (3) courses or more], or
 - iii) Currently be registered [three (3) courses or more] in a university, college, recognized school of trades and technology or other recognized post-secondary educational institution, or
 - iv) Have attended a university, college, recognized school of trades and technology or other recognized post-secondary educational institution [three (3) courses or more] during the previous school semester or term and be in a scheduled school break following which **they are** planning to return to school [three (3) courses or more] immediately following such break.
- b) Student Employees shall be covered by the provisions of the Collective Agreement save and except the following articles that do not apply: Articles 15, 16, 17, 20, 21, 22, 23, 25, 26 and 29. They shall be paid the student rate set out in Schedule "A" and they shall be covered by the provisions of the vacation and statutory holiday provisions of the Employment Standards Act.
- c) Student Employees shall perform bargaining unit work in order to supplement the work performed by other bargaining unit members. No student Employee may be utilized when there are regular Employees who are laid off.
- d) Student Employees shall be supervised by the Chief Administrative Officer or designate but shall take work direction where appropriate from the regular Employees with whom the student Employee may be directly assigned to work at any point in time.
- e) The number of student Employees that may be employed at any point of time shall be limited to two (2).
- f) For its part, the Union agrees to sign any forms or other documentation required so that the Employer may obtain any grants to which it might avail to assist in the employment of students.

ARTICLE 2 PURPOSE OF AGREEMENT

2.01 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, and;
- (d) To promote the morale, well-being and security of all Employees in the bargaining unit of the Union.

ARTICLE 3 MANAGEMENT RIGHTS

3.01 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. All rights not specifically altered by this agreement remain the rights of management.

3.02 Not Discriminatory

The Employer shall exercise its rights in a fair and reasonable manner. The Employer's right 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 4 RECOGNITION AND NEGOTIATION

4.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 1570 as the sole and exclusive collective bargaining agent for all its Employees as certified by the British Columbia Labour Relations Board and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

4.02 Work of the Bargaining Unit

Persons whose jobs 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, or in emergency situations, or in situations where a bargaining unit Employee is not available.

4.03 No Other Agreements

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

4.04 Right of Fair Representation

The Union shall have the right at any time to have the assistance of representative of the Canadian Union of Public Employees or any other advisors when dealing or negotiation with the Employer. Such representative(s)/advisors(s) shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement, provided permission has been granted.

4.05 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 be first obtained from the Employer. 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 5 NO DISCRIMINATION OR HARASSMENT

5.01 No Discrimination

There shall be no discrimination, harassment or coercion by the Employer or by anyone acting on the Employer's behalf or by the Union against any Employee because of the Employee's Union or non-Union affiliations with other Unions, or against any Employee because of **their** activity in Union affairs, or because of age, race, creed, colour, nationality, sex, religion, sexual orientation, gender identity or expression, marital status, place of residence, political affiliation or activity, or because of a conviction for a criminal or summary conviction charge that is unrelated to the employ of that person.

ARTICLE 6 UNION MEMBERSHIP REQUIREMENT

6.01 All Employees to be Members

All Employees covered by this Agreement shall, as a condition of employment, become and remain members in good standing of the Union, according to the constitution and bylaws of the Union. As a condition of employment, all new Employees shall become and remain members in good standing of the Union within thirty (30) days of employment.

ARTICLE 7 CHECK-OFF OF UNION DUES

7.01 Check-Off Payments

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

7.02 Deductions

Deductions shall be forwarded in one cheque to the Secretary-Treasurer of the Union not later than the tenth (10th) day of the following month for which the dues were levied. The cheque shall be accompanied by the list of names, addresses, and classifications of Employees from whose wages and deductions have been made. This list shall indicate promotions, demotions, hiring's, layoffs, transfers, recalls, resignations, retirements, deaths and other terminations of employment.

7.03 Dues Receipts

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 8 EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL EMPLOYEES

8.01 Potential Employees

The Employer agrees to acquaint potential Employees covered under this Agreement 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.

8.02 Introductions of New Employee

On commencing employment, the Employer shall introduce the new Employee to **their** Union Steward or Representative.

ARTICLE 9 CORRESPONDENCE

9.01 Correspondence

- (a) All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Employer and CUPE Local 1570-03, or in cases of correspondence under Article 9.01 (b) the CUPE Area Office in Terrace, BC.
- (b) A copy of any correspondence between the Employer and any Employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this Agreement shall be forwarded to the secretary of the Union or **their** designate or the CUPE Area Office in Terrace, BC.

- (c) The Union shall supply the Employer with the names of its officers and/or representatives who are available to meet with the Employer in a timely fashion. The Union shall at all times maintain the currency of this list. Likewise, the Employer shall supply the Union with a list of its personnel with whom the Union may be required to transact business.

ARTICLE 10 LABOUR MANAGEMENT COMMITTEE

10.01 Establishment of Committee

A Labour Management Committee shall be established consisting of two (2) representatives of the Union and 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.

The Union shall have the right to have the assistance of the CUPE National Servicing Representative at the meeting of the Committee.

The Employer shall have the right to have a member of the Village Council in attendance at the meetings of the Committee as an Observer.

10.02 Function of Committee

The Committee shall concern itself with the following general matters:

- (a) Considering constructive criticisms of all 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) and;
- (e) Correcting conditions causing grievances and misunderstandings.

10.03 Meetings of Committee

The Committee shall meet as required, upon call of either party, at a mutually agreeable time and place, but no less than twice each year. If a regular meeting gets cancelled it will be rescheduled as soon as possible. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

10.04 Chairperson of the Meeting

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meeting. The chairperson not presiding shall be the recording secretary and shall be responsible for preparing and distributing the agenda for the next meeting at which **they** shall preside.

10.05 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.

10.06 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 11 LABOUR MANAGEMENT BARGAINING RELATIONS

11.01 Representatives

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

11.02 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed and consist of not more than one (1) member of the Union (not including the CUPE Representative). The Union will advise the Employer of the Union members of the Committee.

The Union may have the President of CUPE Local 1570 in attendance at all Bargaining meetings as an observer only.

11.03 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 ten (10) calendar days after the request has been given, unless otherwise agreed to by both parties.

11.04 Time Off for Meeting

Any representative of the Union or the Bargaining Committee, who is in the employ of the Employer, shall have the right to attend meetings held within working hours without loss of wages and benefits.

ARTICLE 12 GRIEVANCE PROCEDURE

12.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties on the Union Grievance Committee and the Union Stewards. The Steward may assist any Employee which the Steward represents, in preparing and presenting **their** grievance in accordance with the grievance procedure.

12.02 Names of Stewards and Union Representatives

The Union shall notify the Employer in writing of the name of each Steward and the Union Representatives before the Employer shall be required to recognize **them**.

12.03 Permission to Leave Work

The Employer agrees that stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while **investigating** disputes and presenting adjustments as provided in this article. The Union recognizes that each Steward is employed full-time by the Employer and that **they** will not leave **their** work during working hours except to perform **their** duties under this Agreement. Therefore, no Steward shall leave **their** work without obtaining the permission of **their** supervisor, which permission shall be given within an hour.

12.04 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation (including whether a matter is arbitrable) of the Collective Agreement.

12.05 Settling of Grievances

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

Step 1: The Employee or Employees shall, with the Union representative or Shop Steward in attendance, seek settlement of the matter with the Administrator, within ten (10) working days of the alleged grievance.

Step 2: Failing satisfactory settlement within two (2) working days after the dispute was submitted under Step 1, the Union will submit a written statement of the particulars of the grievance and the redress sought. The Administrator shall render **their** decision within seven (7) working days after receipt of such notice.

Step 3: If a satisfactory settlement is not reached under Step 2, the Union may within ten (10) days, meet with Village Council and the Employee(s), with a view of resolving the dispute. The Village Council shall render their decision within ten (10) days of hearing the matter.

Step 4: Failing a satisfactory settlement being reached in Step 3, the Union may refer the dispute to arbitration under Article 13 within thirty (30) days.

12.06 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.

12.07 Deviation From Grievance Procedure

After a grievance has been initiated by the Union, the Employer shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with aggrieved Employee(s).

12.08 Replies in Writing

Replies to grievances stating reasons shall be in writing at all stages, with the exception of Step 1.

12.09 Facilities for Grievances

In order to facilitate an orderly and confidential investigation of grievances, the Employer shall make available the temporary use of a private office or similar facility. The Employer shall also supply the necessary facilities for the grievance meetings.

12.10 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

ARTICLE 13 ARBITRATION

13.01 Arbitrator

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing and addressed to the other party of the Agreement, indicating the name of its selection of an Arbitrator. Within seven (7) working days thereafter, the other party shall answer in writing indicating acceptance of the selected Arbitrator or putting forth the name of another Arbitrator.

13.02 Failure to Appoint

If the parties fail to agree upon an Arbitrator, the appointment shall be made by the Minister of Labour upon request of either party.

13.03 Sole Arbitrator Procedure

- a) In resolving disputes, an Arbitrator shall have regard to the real substance of the matters in dispute and the respective merits of the positions of the parties and shall apply principles consistent with the Labour Relations Act and not be bound by a strict legal interpretation of the issue in dispute.
- b) The Arbitrator shall have the power to receive and accept evidence and information on oath, affidavit or otherwise as in its discretion it considers proper, whether or not the evidence is admissible in a court of law.
- c) A grievance or arbitration shall not be deemed invalid by reason of a defect in form, a technical irregularity, or an error of procedure if it results in a denial of natural justice. An arbitration may relieve against those defects, irregularities or errors of procedure on just and reasonable terms.

13.04 Decision of the Arbitrator

The decision of the Arbitrator shall be final, binding and enforceable on all parties, and may not be changed. The Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions or make any decision to the contrary to the provisions of this Agreement. However, the Arbitrator shall have the power to amend a grievance, modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.

13.05 Disagreement on Decision

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Minister of Labour to reconvene the Arbitrator to clarify the decision.

13.06 Expenses of the Arbitrator

Each party shall pay:

- (a) One-half (1/2) of the fees and expenses of the Arbitrator.

13.07 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of both parties.

13.08 Witnesses

At any stage of the grievance or arbitration procedure, the parties shall have the assistance of the Employee or Employees involved and any necessary witnesses.

All reasonable arrangements shall be made to permit the conferring parties or Arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

13.09 Expedited Arbitration

The parties shall determine by mutual agreement those grievances suitable for expedited arbitration.

- (a) Those grievances agreed to be suitable for expedited arbitration shall be scheduled within one (1) month if possible.
- (b) The hearings shall be held at a mutually agreed to location and facility.
- (c) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- (d) Prior to rendering a decision, the Arbitrator may assist the parties in mediating a resolution to the grievance.
- (e) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- (f) The decision of the Arbitrator shall be completed and sent to the parties within ten (10) working days of the hearing if possible.
- (g) The parties shall equally share the cost of the fees and expenses of the Arbitrator.
- (h) The expedited Arbitrators who shall act as sole Arbitrators will be as mutually agreed to and selected by the parties at the time, they mutually agree to refer a matter to expedited arbitration.
- (i) The expedited Arbitrator shall have the same powers and authority as an Arbitrator established under the applicable labour legislation in the Province of British Columbia.
- (j) The decision of the Arbitrator shall be final and binding on the parties.
- (k) All decisions of the Arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
- (l) The parties agree that there shall be no use of lawyers in these hearings.

ARTICLE 14 TERMINATION, SUSPENSION, DISCIPLINE AND RETIREMENT

14.01 Termination and Discipline Procedure

An Employee may be terminated or disciplined, but only for just cause. Prior to the imposition of discipline or termination, an Employee shall be given the reason in the presence of **their** Steward or Union Representative. Such Employee and the Union shall be notified promptly in writing by the Employer with full disclosure of the reason for such discipline or termination of employment.

14.02 May Omit Grievance Steps

An Employee considered by the Union to be wrongfully or unjustly terminated or suspended shall be entitled to a hearing under Article 12, Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.

14.03 Burden of Proof

In cases of termination and discipline, the burden of proof of just cause shall rest with the Employer. Evidence shall be limited to the grounds stated in the termination and discipline notice to the Employee.

14.04 Crossing of Picket Lines During Strike

An Employee covered by this Agreement shall have the right to refuse to cross a legal 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.

14.05 Right to Have a Steward Present

An Employee shall have the right to have **their** Steward present at any discussion with supervisory personnel which the Employee believes might be the basis of disciplinary action. Where the Employer tends to interview an Employee for disciplinary purposes, the Employer 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 or designate and to have him/her present at any discussion with supervisory personnel which might be the basis of disciplinary action.

14.06 Personnel Records

An Employee shall have the right at any time to have access to and review **their** personnel record. 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.

14.07 Use of Demotion as Discipline

Demotion shall not be used as a disciplinary measure.

14.08 Retirement

Employees shall give sixty (60) days' notice of retirement. This notice shall be in writing to the Chief Administrative Officer.

14.09 Adverse Reports (NEW)

The record of an Employee shall not be used against them at any time after twelve (12) months have elapsed since the discipline, provided that there is no recurrence of a similar infraction. No adverse information shall be added to an Employee's personnel file without the Employee's prior knowledge.

ARTICLE 15 SENIORITY

15.01 Seniority Defined

Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. All Employees shall, upon completion of the probationary period, have seniority from the original date of hire.

15.02 Seniority List

The Employer shall maintain a seniority list showing the current classification and the date upon which each Employee's service commenced and **their** accumulated seniority. Where two (2) or more Employees commence work on the same day, preference shall be in accordance with the date of application. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

15.03 Probation for Newly Hired Employees

A newly hired Employee shall be considered to be on probation only for the first sixty-five (65) days worked. During the probationary period, the Employee shall be entitled to all rights and privileges of this Agreement, except with respect to Article 23.07 and 23.08. After completion of the probationary period, seniority shall be effective from the original date of employment. A probationary Employee may be terminated at any time during the probationary period should the Employer find **them** unsuitable for the position. The probation period may be extended by mutual agreement.

The determination of suitability will be decided on the following factors: quality of work, conduct and capability to work harmoniously with others.

15.04 Loss of Seniority

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

An Employee shall lose **their** seniority only in the event:

- (a) **They are** discharged for just cause and is not reinstated;
- (b) **They** resign;

- (c) **They** fail to return to work within ten (10) working days following a layoff and after receiving notice by registered mail to do so, unless the Employee notifies the Employer that they are unable to return due to sickness or other just cause. 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) An Employee who does not answer a recall notice pursuant to subsection (c), shall be deemed for all purposes to have resigned;
- (e) **They are** absent for two (2) days without notification and without just cause.

15.05 Transfer and Seniority Outside Bargaining Unit

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, **they** shall retain **their** seniority accumulated up to the date of leaving the unit but will not accumulate any further seniority. Such Employee shall have the right to return to a position in the bargaining unit during **their** trial period, which shall be a maximum of sixty (60) days. If an Employee returns to the bargaining unit, **they** shall be placed in a job consistent with **their** seniority. Such return shall not result in the layoff or bumping of an Employee holding greater seniority.

15.06 Casual and Temporary Employees

Other than for the purpose of applying for internal job postings, Casual and Temporary Employees shall not accumulate seniority.

ARTICLE 16 PROMOTIONS AND STAFF

16.01 Job Postings

When a new position is created or when a vacancy occurs, which shall include the resignation of an incumbent, the Employer shall immediately notify the Union in writing and post notice on all bulletin boards for a minimum of one (1) week. 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.

16.02 Information in Postings

Such notice shall contain the following information: nature of position, qualifications, required knowledge and educations, 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.

16.03 Role of Seniority in Promotions, Staff Changes

When making staff changes, transfers, or promotions, appointment shall be made of the applicant with greatest seniority and having the required qualifications and ability. The Employer shall have the right to hire from outside the bargaining unit if there is no qualified applicant from within the bargaining unit.

16.04 Trial Period

The successful internal applicant shall be given a trial period of forty-five (45) working days. In the event the successful internal 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 be returned to **their** former position, wage or salary rate, without loss of seniority.

ARTICLE 17 LAYOFFS AND RECALLS

17.01 Definition of Layoff

A layoff shall be defined as a reduction in the work force. **This includes a reduction in regular work hours.**

17.02 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.

17.03 Recall Procedure

Employees shall be recalled in the order of their seniority, provided they are qualified to do the work. Upon layoff, Employees shall retain their seniority for a period of one (1) year.

17.04 No New Employees

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

17.05 Advance Notice of Layoff

Unless legislation is more favourable to the Employees, the Employer shall notify Employees who are to be laid off fourteen (14) 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.

17.06 Grievance on Layoffs and Recalls

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

ARTICLE 18 HOURS OF WORK

18.01 Regular Hours – Public Works

The regular daily hours of work shall be seven (7) to eight (8) consecutive hours per day between 6:00 a.m. and 6:00 p.m., Monday to Friday. With mutual agreement, a regular Employee may work ten (10) consecutive hours per day between 6:00 a.m. and 6:00 p.m. for four (4) consecutive days between Monday and Friday. Casual or temporary workers may work other shifts Monday through Sunday. Part-time workers may work up to the regular daily hours but less than the regular weekly hours of thirty-five (35) or forty (40).

18.02 Regular Hours – Clerical

The regular weekly hours shall consist of up to five (5) consecutive days, Monday to Friday, from 8:30 a.m. to 4:30 p.m. for a total of up to thirty-five (35) hours per week.

18.03 Paid Rest Period

An Employee shall be permitted a rest period of **fifteen (15)** consecutive minutes in both the first half and the second half of each scheduled work period in an area made available by the Employer.

18.04 Reporting Pay Guarantee

An Employee reporting for work on **their** regular schedule of work shall be paid **their** regular rate of pay for the entire period of work, with a minimum of four (4) hours pay.

18.05 Hours of Work Changes

Hours of work may be changed by mutual agreement of the Employer and the Union.

18.06 Winter Hours – Public Works

One (1) Public Works Employee will be scheduled to start work at 6:00 a.m. in the month of November, December, January and February to address public safety issues and other operational requirements to remove snow, and sand streets and sidewalks before public activity increases each day in the downtown Village Core. In the months of October and March, a more flexible approach may be taken for the so assigned Public Works Employee to start at 7:00 a.m. on the days this work is not required. The Public Works Employee is required to closely monitor the weather on an ongoing basis to determine the appropriate start time.

If the Employer determines that an acceptable level of public safety is not being met as a result of the Public Works Employee commencing work at 7:00 a.m. versus 6:00 a.m., it retains the unfettered right to require the Public Works Employee to start work at 6:00 a.m. for the entire winter period [October to and including the following March or such longer period as necessary when weather conditions warrant].

ARTICLE 19 OVERTIME

19.01 Overtime Defined

All time worked before or after an Employee's regular daily hours shall be considered overtime. All time worked over the regular rate shall be paid for at time and one-half the regular rate for the first two (2) hours and double the rate thereafter.

19.02 Time Off in Lieu of Overtime

Instead of cash payment for overtime, an Employee may choose to receive time off at the overtime rate at a time mutually agreed between the Employer and the Employee. An Employee may bank up to one hundred twenty (120) hours every year. Banked overtime must be taken or paid out by December 31st each year. The Employer shall supply each Employee with a statement indicating the amount of banked overtime each Employee has in **their** overtime bank, **on each pay statement**.

19.03 Overtime for Part-Time Employees

A part-time Employee working less than the regular working hours per day or week, shall be paid straight time pay during **their** regularly scheduled part-time hours and up to full-time hours. Overtime rates shall apply after the equivalent of regular full-time hours in the working day or week and for all work performed on paid holidays and regular days off.

19.04 Overtime Pay for Callouts

An Employee who is called outside of regular working hours, shall be paid a minimum of two (2) hours at overtime rates. When the work is completed the Employee shall be allowed to leave, however in the event of sewer or water system alarms, should the Employee receive a further callout within one-half (½) hour of returning home, it may be considered the same callout. Callout payment approvals will be based on the details recorded and submitted to the Employer Office the next working day. The Employee shall be paid from the time called until the time of returning directly home.

19.05 Sharing of Overtime and Callouts

Overtime and callouts shall be divided equally among regular Employees who are willing and qualified to perform the work. Overtime may be refused, except in the case of callouts or other emergencies. Advance notice of overtime work shall be arranged whenever possible.

19.06 Overtime and Time Off Between Shifts

Where an Employee is required to work overtime and there will not be eight (8) consecutive hours between the end of the overtime worked and the start of the Employee's next shift, the start of the Employee's next shift will be altered so that the Employee does receive eight (8) consecutive hours off. The Employee shall be paid regular wages for those hours on **their** next regular shift that are missed as a result of such alteration.

19.07 Authorization of Overtime

All overtime work must be authorized in advance by the Employer.

19.08 No Overtime for Education

Where an Employee is required to travel to attend a course, or who attends a course on a regularly scheduled day off, they will be provided with a day off within the same pay period or paid straight time up to eight (8) hours.

19.09 Standby Pay

Standby means the availability of an Employee to report to work when called. Standby shall be compensated as follows:

- (a) Employees who are designated to standby for a call to work on weekends and holidays shall be paid a flat rate of seventy-five (\$75.00) dollars per day in addition to any callout pay entitled in Article 19.04;
- (b) Foreman or designate will respond/delegate weekday calls and alerts;
- (c) The Employer shall have the right to create and adopt a policy to:
 - I. Manage standby expectation;
 - II. **Determine** alternate arrangements;
 - III. Determine Employees who are able and willing to be on standby.
- (d) All qualified Employees will be scheduled for standby duty for one (1) week intervals on an equal rotation.**
- (e) An Employee designated to be on Standby is expected to be fit for work at all times and must be able to report to work as soon as possible, but no later than one (1) hour after being called out.**

ARTICLE 20 PAID HOLIDAYS

20.01 Paid Holidays

The Employer recognizes the following as statutory holidays:

New Year's Day	British Columbia Day	Family Day
Labour Day	Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day	Victoria Day
Christmas Day	Canada Day	Boxing Day
National Day for Truth and Reconciliation		

and any other day declared or proclaimed as a holiday by the federal, provincial or municipal government.

20.02 Pay for Regularly Scheduled Work on a Paid Holiday

An Employee who is not scheduled to work on the above paid holidays shall receive holiday pay equal to one (1) day's pay. An Employee who is scheduled to work shall be paid at the rate of double time plus another day off with pay, in lieu of holiday pay, at a time mutually agreed between the Employee and Employer. In the case of Christmas or New Year's Day, the rate of pay shall be double time and one-half, plus another day off with pay.

20.03 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 a day's pay or another day off with pay at a time mutually agreed to by the Employee and the Employer.

20.04 Regular Part-Time Employees

Regular part-time Employees shall be paid for statutory holidays on a prorated basis, based upon the percentage of normal full-time hours the part-time Employee is normally and regularly scheduled to work. [For example, a regular part-time Employee who is normally and regularly scheduled to work three (3) days per week (i.e., sixty percent (60%) FTE) shall receive four point eight (4.8) hours for each statutory holiday falling in the period when **they** work such regular part-time hours (0.6 x 8 hours)].

- (a) When a statutory holiday falls on a regular part-time Employee's scheduled working day and the Employee does not work on that day, the Employee shall be paid for the requisite number of prorated statutory holiday hours for that day.
- (b) When a statutory holiday falls on a day that the regular part-time Employee is not scheduled to work, the Employee will be paid for the requisite number of prorated statutory holiday hours for that day.

- (c) When a statutory holiday falls on a regular part-time Employee's normal working day and the Employee works on that day, the Employee shall be paid at the applicable premium rate for each hour so worked and the Employee shall receive a prorated day off with pay (i.e.: a day off with pay for the requisite number of prorated holiday hours), at a time mutually agreed between the Employee and the Employer.

20.05 Casual and Temporary Employees

Casual and Temporary Employees shall receive statutory holiday pay in accordance with the Employment Standards Act.

ARTICLE 21 VACATIONS

21.01 Length of Vacations

- (a) An Employee shall receive an annual vacation with pay in accordance with the Employee's years of employment as follows:

One year or more	15 working days
Five years or more	20 working days
Ten years or more	25 working days
Fifteen years or more	30 working days
Twenty years or more	35 working days

- (b) After the twenty-fifth (25th) year and beyond, Employees will accumulate one extra day per year, to a maximum of **forty (40)** working days with pay.
- (c) From the commencement of employment to December 31st in that year, vacation shall be prorated on the basis of one (1) day per month to a maximum of ten (10) working days.
- (d) Credits will automatically be granted and increases (when due) will be given on January 1st of each calendar year.
- (e) **It is understood that although vacation entitlements are front-loaded in January of each year, vacation is earned throughout the calendar year (January – December). If the employment of any Employee terminates for any reason, the Employee is only entitled to what they have earned to the date of termination. If, at the time of termination, they have taken more vacation than they have earned, the Village will have the right to recoup such overpayment by any method available.**

21.02 Vacation Carry Over

An Employee shall be entitled to bank up to a maximum of ten (10) working days annual vacation after five (5) years or more service. The banked vacation shall be taken within the following year at the rate of pay prevailing when the vacation is taken, subject to operational requirements.

An Employee shall be entitled to bank up to a maximum of five (5) working days under five (5) years of service and up to a maximum of ten (10) working days annual vacation after five (5) years or more service. The banked vacation shall be taken within the following year at the rate of pay prevailing when the vacation is taken, subject to operational requirements.

21.03 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. Under no circumstances will an Employee be paid both holiday pay and vacation pay for the same hours.

21.04 Vacation Pay

Vacation pay shall be granted to all regular Employees at the Employee’s regular rate of pay, at the time the vacation is taken or at a percentage of **their** gross pay for the previous whole or part calendar year.

Vacation up to and including 10 days	4%
Vacation up to and including 15 days	6%
Vacation up to and including 20 days	8%
Vacation up to and including 25 days	10%
Vacation up to and including 30 days	12%
Vacation up to and including 35 days	14%
Vacation up to and including 40 days	16%

21.05 Vacation Pay on Termination

An Employee terminating employment at any time during the year, will receive compensation for any accumulated but unused vacation time.

21.06 Unbroken Vacation Period

An Employee may request an unbroken period of vacation which shall not be unreasonably denied by the Employer.

21.07 Approved Leave of Absence During Vacation

Where an Employee qualifies for sick leave, bereavement, or any other approved leave during **their** period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the Employee’s option.

21.08 Vacation Disruption

No Employee shall be required to work during a scheduled vacation period. However, should an Employee agree to work, overtime will apply to all hours worked and any days of vacation displaced shall be either added to the vacation period or be reinstated for use at a later date.

21.09 Vacation Statements

The Employer shall provide a total of vacation hours remaining on each pay statement.

ARTICLE 22 SICK LEAVE PROVISIONS

22.01 Amount of Paid Sick Leave

- a) Regular full-time Employees shall earn sick leave at the rate of one and one-half (1.5) days for every month they are so employed
- b) Regular part-time Employees shall earn sick leave on a prorated basis, based upon the percentage of normal full-time hours the part-time Employee is normally and regularly scheduled to work. [For example, a regular part-time Employee who is normally and regularly scheduled to work three (3) days per week (i.e., sixty percent 60% FTE) shall earn seven point two (7.2) hours for each month that **they are** so employed (0.6 x 12 hours)]

22.02 Accumulation of Sick Leave

The unused portion of an Employee's sick leave shall accrue for **their** future benefit to a maximum of one hundred and **eighty (180)** days for the regular full-time Employees and the applicable prorated maximum for regular part-time Employees. [For example, the maximum accrual for a regular part-time Employee who accrues **their** unused sick leave based upon a sixty percent (60%) FTE shall be **eight** hundred and **sixty-four (864)** hours (0.6 x 8 hours x **180** days)].

22.03 Illness in the Family

Where no one other than the Employee can provide for the needs during illness of an immediate member of **their** family (as defined in Article 23.06), an Employee shall be entitled, after notifying **their** supervisor, to use accumulated sick leave days to a maximum of five (5) days per annum to care for the member of the family who is ill.

22.04 Sick Leave Payout

Upon termination of employment, an Employee shall receive payment for **their** unused sick days to a maximum of thirty-five (35) days. Payment shall be based on the Employee's rate of pay in effect on the date of termination. This provision includes resignations, layoffs and retirements. This provision does not apply to Employees terminated for just cause and not reinstated.

22.05 Accrued Sick Time

The Employer will provide accrued sick time on each Employee's pay stub.

22.06 Proof of Illness

An Employee may be required after three (3) days, by the Employer, to produce a certificate from a duly qualified medical practitioner for any illness certifying that such Employee is unable to carry out **their** duties due to illness and when that Employee can be expected back to work. Should there be a charge for this certificate, the Employer will reimburse the Employee upon presentation of a paid receipt from the Employee.

22.07 Personal Leave (NEW)

Regular Full-time Employees shall be eligible to use up to five (5) days per year, to be deducted from their earned sick leave to attend to personal business. These personal days shall be non-cumulative and are dependent on the Employee having sufficient sick leave credits available to them. Leave requests under this Article shall be approved unless the Employer can show that the operational needs of the Village cannot be met.

ARTICLE 23 LEAVE OF ABSENCE

23.01 Negotiation Pay Provisions

One (1) representative of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer.

23.02 Grievance and Arbitration Pay Provisions

Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in grievance and arbitration procedures.

23.03 Leave of Absence for Union Functions

Upon request to the Employer, an Employee elected or appointed to represent the Union at conventions shall be allowed leave of absence without pay and benefits. Leave of absence without pay but without loss of benefits shall be allowed to Employees to attend conferences, schools, workshops, meetings, Executive and Committee meetings of CUPE, it's affiliated or chartered bodies and any labour organizations with which the Union is affiliated, subject to operational requirements.

23.04 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 municipal elections.
- (b) An Employee who is elected to public office shall be allowed leave of absence 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 anybody with which the Union is affiliated, shall be granted leave of absence without loss of seniority for a period of one (1) year. Such leave shall be renewed each year, on request during **their** term of office.

23.05 Pay During Leave of Absence for Union Work or Convention

An Employee shall receive the pay and benefits provided for 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.

23.06 Paid Bereavement Leave

- (a) A regular Employee shall be granted a maximum of five (5) regularly scheduled consecutive workdays, without loss of pay or benefits, in the case of the death of the Employee's spouse, parent, sibling, child, step-child, mother-in-law, father-in-law, grandparent, spouses' grandparent, and grandchild.
- (b) A regular Employee shall be granted a minimum of three (3) regularly scheduled consecutive work days leave, without loss of pay or benefits, in the case of the death of a sister-in-law, brother-in-law, great grandparent, aunt, uncle, former guardian, ward, fiancé(e), or any other relative or close friend who has been residing in the same household or any other relative for whom an Employee is required to administer bereavement responsibilities. A relative shall include a person related by marriage, adoption, or common-law. Where an Employee must travel more than 650 km (return) to attend the funeral an additional two (2) days shall be granted with pay.
- (c) A minimum of one-half (1/2) day leave shall be granted without loss of salary, wages or benefits to act as a pallbearer or mourner.
- (d) In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, the Employer, on request, may grant additional bereavement leave.

23.07 Maternity and Parental Leave

Maternity Leave

- 1) A **birth parent** who requests leave under this section is entitled to up to seventeen (17) weeks of unpaid leave:
 - (a) Beginning:
 - a. No earlier than thirteen (13) weeks before the expected birth date, and
 - b. No later than the actual birth date, and

- (b) Ending:
 - a. No earlier than six (6) weeks after the actual birth date, unless the Employee requests a shorter period, and
 - b. No later than seventeen (17) weeks after the actual birth date.
- 2) An Employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
- 3) An Employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or termination of the pregnancy, **they are** unable to return to work when **their** leave ends under subsection (1) or (2).
- 4) A request for leave must:
 - a) Be given in writing to the Employer,
 - b) If the request is made during the pregnancy, be given to the Employer at least four (4) weeks before the day the Employee proposes to begin leave, and
 - c) If required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting the additional leave under subsection (3).

A request for a shorter period under subsection 1) (b) (i) must:

- a) Be given in writing to the Employer at least one (1) week before the date the Employee proposes to return to work, and
- b) If required by the Employer, be accompanied by a medical practitioner's certificate stating the Employee is able to resume work.

5) Supplementary Benefits (NEW)

The Village of Hazelton will provide the following supplemental benefit to regular full-time and regular part-time employees who have confirmed maternity and/or parental Employment Insurance (EI) benefits.

- i. **Waiting Period Benefit. The Employer will pay seventy-five percent (75%) of gross regular weekly earnings for the one (1) week waiting period required by Employment Insurance.**
- ii. **Maternity Leave Top-up Benefit. The Employer will pay the difference between seventy-five percent (75%) of the Employee's regular gross weekly earnings and the amount of weekly EI benefits the Employee is receiving from EI for up to fifteen (15) weeks following the waiting period expiry.**

Parental Leave

- 1) An Employee who requests parental leave under this section is entitled to:
 - (a) For a parent who takes leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-one (61) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken unless the Employer and Employee agree otherwise;
 - (b) For a parent who does not take leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-two (62) consecutive weeks of unpaid leave beginning after the child's birth and within seventy-eight (78) weeks after that event;
 - (c) For a **non-birth parent**, up to sixty-two (62) consecutive weeks of unpaid leave beginning after the child's birth and within seventy-eight (78) weeks after that event, and;
 - (d) For an adopting parent, up to sixty-two (62) consecutive weeks beginning within seventy-eight (78) weeks after the child is placed with the parent.
- 2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the Employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).
- 3) A request for leave must:
 - (a) Be given in writing to the Employer;
 - (b) If the request is for leave under subsection (1) (a) or (b), be given to the Employer at least four (4) weeks before the Employee proposes to begin leave, and;
 - (c) If required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the Employee's entitlement to leave.
- 4) An Employee's combined entitlement to leave under and this section is limited to seventy-eight (78) weeks plus any additional leave the Employee is entitled to under this section.

5) Supplementary Benefits (NEW)

The Village of Hazelton will provide the following supplemental benefit to regular full-time and regular part-time employees who have confirmed maternity and/or parental Employment Insurance (EI) benefits.

- i. **Waiting Period Benefit. The Employer will pay seventy-five percent (75%) of gross regular weekly earnings for the one (1) week waiting period required by Employment Insurance.**

- ii. **Parental Leave Top-up Benefit (Standard Leave).** The Employer will pay the difference between seventy-five percent (75%) of the Employee's regular gross weekly earnings and the Standard amount of weekly EI benefits the Employee is receiving from EI for up to ten (10) weeks following the waiting period expiry.
- iii. **Parental Leave Top-up Benefit (Extended Leave).** The Employer will pay the difference between fifty-three percent (53%) of the Employee's regular gross earnings and the Extended amount of weekly EI benefits the Employee is receiving from EI for up to ten (10) weeks following the waiting period expiry.

23.08 Seniority Status During Maternity Leave

While on maternity leave an Employee shall retain **their** full employment status and rights and shall accumulate all benefits under this Collective Agreement.

23.09 Domestic and Sexual Violence Leave (NEW)

The Employer agrees to recognize that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason, the Employer agrees that an employee who is in an abusive or violent situation will not be subject to discipline if the absence or performance issue can be attributed to the abusive or violent situation.

An employee shall be granted a leave of absence with pay and without loss of benefits and seniority for up to five (5) days along with a five (5) day unpaid leave of absence without loss of benefits and seniority if the employee experiences domestic or sexual violence.

If requested by the employer, the employee must, as soon as practicable, provide the employer reasonably sufficient proof in the circumstances that the employee is entitled to the leave.

An employee is not entitled to leave under this section if the employee commits the domestic violence.

23.10 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 court or who is required by subpoena to attend a 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 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.

23.11 General Leave

The Employer may grant leave of absence without pay and without loss of seniority to any Employee requesting such leave for good and sufficient cause, such request to be made in writing. Such leave shall not be unreasonably withheld.

23.12 Cultural Leave (NEW)

Indigenous employees who regularly observe cultural holidays other than those proclaimed by the federal or provincial governments will be entitled to up to three (3) days of cultural leave per year, without loss of wages, seniority, or benefits.

This leave shall apply, but not be limited to, the following:

Hoobiyee, Powwows, Feasts, and other events which enhance the cultural identity of Indigenous Employees.

These days are non-cumulative from year to year. These requests will not be unreasonably withheld.

ARTICLE 24 PAYMENT OF WAGES AND ALLOWANCES

24.01 Pay Days

The Employer shall pay salaries and wages bi-weekly for the two (2) weeks ending the previous Sunday 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 Employer may not make deductions from wages or salaries unless authorized by statute, court order, arbitration order or by this Agreement.

24.02 Equal Pay for Work of Equal Value

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

24.03 Vacation Pay

An Employee shall, on the last pay day preceding commencement of his annual vacation, receive any pay cheques which may fall during the period of vacation.

24.04 Training Courses

- (a) Authorized courses taken during an Employee's regular working hours shall be without loss of pay. Part-time and casual Employees shall be paid for the hours, up to full time, for a course required by the Employer.
- (b) Should the Employee participate in training requested by the Employer and classroom time or approved travel time occur on a regular day of rest, the Employee will be allowed to bank such hours of straight time. All attempts will be made to schedule training during an Employee's regular working hours.

- (c) All expenses related to courses and/or training shall be reimbursed as per the Travel Expense Reimbursement Policy for The Village of Hazelton. At least two (2) weeks' notice prior to implementing any changes to this policy shall be given to the Union.

ARTICLE 25 JOB CLASSIFICATION AND RECLASSIFICATION

25.01 Job Descriptions

The Employer agrees to maintain up-to-date job descriptions for all positions for which the Union is bargaining agent. These descriptions will be mutually agreed to and signed off by both parties.

25.02 No Elimination of Present Classification

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

25.03 Changes in Classification

The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change. 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 26 EMPLOYEE BENEFIT PLANS

26.01 Eligibility for Benefits

- a) All regular full-time and regular part-time Employees who work thirty (30) hours or more per week are eligible to participate in the benefits of Article 26.02. The Employer shall pay the registration fee and premiums for all Employees who request such coverage.
- b) All regular full-time and regular part-time Employees who work twenty-four (24) hours or more per week shall participate, as a condition of employment in the benefits of Article 26.02. Employees who work less than full-time hours (forty (40) hours per week) shall pay a prorated portion of the registration fees and premiums for such coverage based upon the percentage of full-time or part-time hours they normally work by payroll deduction.

For example, if an Employee normally works sixty percent (60%) of full-time hours (i.e., twenty-four (24) hours per week), the Employer will pay sixty percent (60%) of the registration fees and premiums and the Employee will pay (forty percent (40%)) by payroll deduction.
- c) Casual Employees and Temporary Employees shall receive twelve percent (12%) of their earnings in lieu of the benefits contained in this Agreement.

26.02 Benefit Plans

- (a) Blue Cross Extended Health Plan
 - After successful completion of probation, including vision care of **seven hundred fifty (\$750.00)** dollars every two (2) years. Vision care coverage shall include eye examinations to a maximum of one hundred (\$100.00) dollars every twenty-four (24) months.
 - Chiropractor/naturopath (combined): **Five hundred (\$500.00)** dollars per year.
 - Physiotherapist/massage (combined): **Five hundred (\$500.00)** dollars per year.
- (b) Blue Cross Dental Plan
 - Plan A-100%, Plan B-60%, Plan C-50%, after three (3) months service successful completion of probation
- (c) Group Life Insurance
 - 200% of annual earnings & AD&D
- (d) Long Term Disability
 - 67% of monthly earnings to a maximum monthly benefit of **three thousand (\$3,000.00) dollars.**
- (e) The plans in effect with the plan carrier(s) shall apply in all respects, except as specified above, including but not limited to coverage for dependants.

26.03 Municipal Pension Plan

All eligible Employees shall be covered by the Municipal Pension Plan.

26.04 Continuation of Benefits During Work Stoppages

In the event of a work stoppage, the Employer agrees to maintain all insurance, including pension contributions and credits, on behalf of all Employees. The Union agrees to reimburse the Employer for the premiums during this period.

26.05 Worker's Compensation Protection

All Employees shall be covered by the Worker's Compensation Act. No Employee shall have **their** employment terminated as a result of absence from work with a compensable accident.

26.06 Continuation of Rights and Benefits

An Employee receiving payment for a compensable injury under Worker's Compensation shall accumulate seniority and shall be entitled to all benefits under this Collective Agreement. While on Worker's Compensation, the Employer shall continue to pay **their** share of all premiums for Employee benefit plans, including the pension plan, based on one hundred percent (100%) of earnings.

ARTICLE 27 HEALTH AND SAFETY

27.01 Co-operation on Safety

The Union and the Employer shall cooperate in promoting and improving rules and practices which promote an occupational environment which will enhance the physiological and psychological conditions of Employees, and which will provide protection from factors adverse to Employee health and safety. There shall be no discrimination, no penalty, no intimidation, and no coercion when Employees comply with this Health and Safety Article.

27.02 Compliance with Health and Safety Legislation

The Employer shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice to be improved upon by agreement of the Union.

27.03 Right to Refuse of Stop Unsafe Work

No Employee shall be terminated, penalised, or disciplined for refusing to work on a job or in any workplace or to operate any equipment where **they** believe that it would be unsafe or unhealthy to **themselves**, an unborn child, a workmate, 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 and satisfactorily settled.

27.04 Proper Training

No Employee shall be required to work on any job or operate any piece of equipment until **they have** received proper training and instructions.

27.05 Injury Pay Provisions

An Employee who is injured or made sick during working hours, and is required to leave for treatment or is sent home as a result of such injury or sickness shall receive payment for the remainder of the shift at **their** regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the Employee is fit for further work on that shift. An Employee who has received payment under this section shall receive pay for time necessarily spent for further medical treatment of the injury during regularly scheduled working hours, subsequent to the day of the accident.

27.06 Transportation of Accident Victims

Transportation to the nearest physician or hospital for Employees requiring medical care as a result of a work accident shall be at the expense of the Employer.

27.07 Health and Safety Grievance

Where a dispute involving a question of general application or interpretation of this Article occurs, it shall be subject to the grievance procedure and Steps 1, 2 and 3 of the grievance may be by-passed.

27.08 Sexual Harassment, Personal Harassment and Bullying

The parties recognize the right of CUPE members to work in an environment free from sexual harassment and agree to cooperate in attempting to resolve, in a confidential manner, any complaints of sexual harassment which may arise in the workplace.

The parties also recognize the right of CUPE members to work in an environment free from personal harassment or bullying.

The Employer is committed to taking appropriate disciplinary action if an allegation of sexual harassment, personal harassment and/or bullying is substantiated.

When an allegation of sexual harassment, personal harassment and/or bullying is proven to be malicious or frivolous in nature, the complainant may be subject to appropriate discipline.

ARTICLE 28 TECHNOLOGICAL AND OTHER CHANGES

28.01 Technological and Other Changes

- (1) If the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of Employees to whom the Collective Agreement applies,
 - (a) The Employer shall give notice to the Union at least sixty (60) days before the date on which the measure, policy, practice or change is to be affected, and;
 - (b) After notice has been given, the Employer and the Union shall meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting any of the following:
 - (i) Consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the Collective Agreement;
 - (ii) Human resource planning and Employee counselling and retraining;
 - (iii) Notice of termination;
 - (iv) Severance pay;
 - (v) Entitlement to pension and other benefits including early retirement benefits;
 - (vi) A bipartite process for overseeing the implementation of the adjustment plan.
- (2) If, after meeting in accordance with subsection (1), the parties have agreed to an adjustment plan, it is enforceable as if it were part of the Collective Agreement between the Employer and the Union.

ARTICLE 29 JOB SECURITY

29.01 Job Security

- (a) The Employer has the right to decide how and by whom any work will be performed, however, in order to provide job security for the members of the bargaining unit, the Employer agrees that work and services normally performed by the Employees shall continue to be performed by the Employees.
- (b) Employer equipment and Employees shall be utilized to the fullest extent possible. Private equipment shall not be hired when Employees and equipment are available to perform the work required by the Employer.
- (c) No Employees shall be laid off as a result of contracting out. The Union shall be advised of contracting out proposals and given an opportunity to respond in writing of alternate proposals.

ARTICLE 30 CLOTHING AND FOOTWEAR

30.01 Supply of Work Clothing or Uniforms

The Employer shall **provide an allowance of five hundred (\$500.00) dollars per year to cover** the following items: coveralls, rain gear and other necessary safety wear. **Employees shall obtain pre-approval from the Employer for clothing which they intend to purchase.**

30.02 Safety Footwear Allowance

The Employer will reimburse Employees up to **three hundred (\$300.00) dollars per year** for WCB approved safety boots with proof of payment.

ARTICLE 31 GENERAL CONDITIONS

31.01 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.

31.02 Education

Employees shall successfully complete required education courses to maintain certification. The Employer shall pay for these educational courses and travel per Employer policy.

ARTICLE 32 COPIES OF AGREEMENT

32.01 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 print sufficient copies of the Agreement.

ARTICLE 33 TERM OF AGREEMENT

33.01 Duration

This Agreement shall be binding and remain in effect from January 1, 2024 to December 31, 2025 and shall continue from year to year thereafter unless either party gives to the other party notice in writing that it desires its termination or amendment.

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. If such notice has not been given, it shall be deemed to have been given and the parties shall meet at the request of either party. Within ten (10) working days of receipt of such request by one party, the other party is required to enter into negotiations for a new Agreement.

33.04 Agreement to Continue in Force

Where such notice requests revisions only, the following conditions shall apply:

- (a) The notice shall state specifically the revision requested and bargaining negotiations shall be restricted thereto, unless the parties otherwise mutually agree;
- (b) Where notice to amend the Agreement is given, the provisions of this Agreement shall continue in force until a new Agreement is signed, or the right to strike accrues, whichever occurs first. If negotiations extend beyond the termination of the Agreement, any revision in terms mutually agreed upon shall apply retroactively to that date, unless otherwise specified.



2024

ON BEHALF OF
THE VILLAGE OF HAZELTON

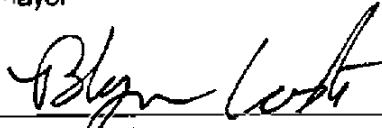
ON BEHALF OF
CUPE LOCAL 1570-03



Julie Maitland
Mayor



Bryan Hilbach
Shop Steward CUPE Local 1570-03



Robyn Carlè
Chief Administrative Officer



Heather Corkum
CUPE National Representative

SCHEDULE A

Wage and Salary Scale Grid

The parties have agreed to a **two (2)** year agreement, commencing on January 1, 2024 and ending on December 31, 2025.

Wage Increases are Agreed to as Follows:

January 1, 2024 **4.5%** increase

January 1, 2025 **4%** increase

The Wage Grid Shall be as Follows:

Position	Current	2024	2025
% Increase		4.5%*	4.0%*
Foreman	\$36.27	\$37.90	\$39.42
Maintenance Worker II	\$30.40	\$31.77	\$33.04
Maintenance Worker I	\$29.02	\$30.33	\$31.54
Labourer	\$23.75	\$24.82	\$25.81
Student – 1 year	\$15.97	\$17.40	\$18.10
Student – 2 year	\$18.47	\$19.30	\$20.07
Student – 3 year	\$20.97	\$21.91	\$22.79
Student – 4 year	\$23.75	\$24.82	\$25.81

**Or minimum wage, whichever is higher*

LEADHAND RATE: IN THE ABSENCE OF THE PUBLIC WORKS FOREMAN FOR TWO OR MORE DAYS, A LEADHAND PREMIUM RATE OF **TWO DOLLARS (\$2.00)** PER HOUR WILL APPLY IF THE SUPERVISION OF OUTSIDE EMPLOYEE(S) IS REQUIRED.