

COLLECTIVE AGREEMENT

BETWEEN

**THE CORPORATION OF THE TOWNSHIP OF
SPALLUMCHEEN**



AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO 2709**

CUPE

JANUARY 1, 2022 – DECEMBER 31, 2025

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AGREEMENT BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF SPALLUMCHEEN,
A Municipality duly incorporated under the Statutes of the Province of British Columbia
(hereinafter called the "Employer")

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2709,
Chartered by the Canadian Union of Public Employees and affiliated with the Canadian Labour
Congress
(hereinafter called the "Union")

PREAMBLE

WHEREAS it is the desire of both parties to this Agreement:

- 1) To maintain the existing harmonious relations and settled conditions of employment between the Employer and the Union;
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work, and scale of wages;
- 3) To encourage efficiency in operation;
- 4) To promote the morale, well being and security of all the employees in the bargaining unit of the Union.

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement;

NOW THEREFORE the parties hereto agree as follows.

ARTICLE 1 UNION RECOGNITION AND BARGAINING UNIT

1.01 Bargaining Agent

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for its employees covered by the certification granted to the Union by the Labour Relations Board.

1.02

Application

- a) Employees whose jobs are not covered by Schedule "A" of this Agreement are hereby excluded from the terms and conditions of this Agreement.
- b) If, upon application to the Labour Relations Board by either the Union or the Employer, the said Board rules that any person, whose job classification is not included in Schedule "A", is an employee within the meaning of the Labour Relations Code and is included in the unit for which the Union is certified, the Employer shall forthwith institute a new classification for such person and all the provisions of Article 21 of this Agreement shall apply thereto.

1.03

Work of the Bargaining Unit

It is further agreed that, except for incidental or emergency situations or except for employees of a bona fide contractor who are not in the bargaining unit for which the Union is certified, any person whose classification is not covered by the Agreement shall not perform work that is normally done by those employees who are deemed to be within the bargaining unit for which the Union is certified.

ARTICLE 2 RIGHTS OF MANAGEMENT

2.01 Management Rights

The Union agrees that the management and control of the Employer's business and the direction and control of the Employer's work force are vested exclusively in the Employer, subject only to the limitations imposed upon the Employer by the provisions of this Agreement. The Union further recognizes and agrees that the Employer retains all the customary rights, responsibilities, functions and prerogatives of management, except as expressly modified or restricted by a specific provision of this Agreement.

ARTICLE 3 UNION SECURITY

3.01 Union Membership

Every employee shall within thirty (30) days after the commencement of their employment, apply for and maintain their membership in the Union as a condition of continued employment.

3.02 Checkoff of Union Dues

At the time of employment, the Employer shall require an employee to sign a checkoff form authorizing the Employer to deduct from his earnings and to pay to the Union an amount equal to the current monthly union dues and assessments as established by the Union in accordance with its Constitution and/or By-laws.

3.03 Due Deductions

Deductions shall be made from the payroll on a bi-weekly and/or monthly basis for all employees and shall be forwarded to the Secretary-Treasurer of the Union

not later than the tenth (10th) day of the month following, accompanied by a list of the names of all employees from whose wages the deductions have been made.

3.04 T4 Slips

At the time that Income Tax (T-4) slips are processed on the computer the Employer shall program the amount of union dues deducted from the payroll earnings of each union member of the previous year.

ARTICLE 4 THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

4.01 New Employees

The Employer agrees to supply a copy of the current agreement and acquaint new employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the Article dealing with the Union Security and Dues Checkoff.

4.02 Copies of the Collective Agreement

The Employer shall supply the Union with revised copies of the Collective Agreement up to a maximum of fifteen (15) copies.

4.03 Correspondence

Correspondence between the Employer and the Union arising out of this Agreement or incidental thereto shall pass to and from the Chief Administrative Officer or designate and the Secretary of the Union and Unit Chair representative. However, this shall not restrict representatives of the Employer or the Union to exchange correspondence provided such correspondence is copied to the Municipal Clerk or the Union Secretary as applicable and the Unit Chair representative.

ARTICLE 5 NO DISCRIMINATION

5.01 No Discrimination

There shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of race, creed, age, colour, national origin, political or religious affiliation, sex, marital status, nor by reason of their membership or activity in the Union or because an employee has been convicted of a criminal or summary offence that is unrelated to their employment. Where there may be a conflict between the Collective Agreement and legislation, all terms of the *Human Rights Code of BC* shall apply.

5.02 Singular and/or the Masculine

Wherever the singular or the masculine is used in this Agreement, it shall be

considered as if the plural or the feminine has been used where the context of the party or parties hereto so require.

5.03 Personal and Sexual Harassment

The Employer and the Union agree that all employees have the right to work without personal or sexual harassment. Any complaint by any employee alleging personal or sexual harassment will be dealt with in the Grievance Procedure and will commence at Step 3 as outlined in Article 10.03.

ARTICLE 6 LABOUR MANAGEMENT RELATIONS

6.01 Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

6.02 Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than three (3) members of the Employer, as appointees of the Employer, and not more than three (3) members of the Union, as appointees of the Union. The Union will advise the Employer of the Union nominees to the Committee.

6.03 Function of Bargaining Committee

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

6.04 Representation at Bargaining

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. The Employer shall have the right at any time to have the assistance of external resource persons when dealing or negotiating with the Union.

6.05 Meeting of Committee

In the event either party wishes to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than six (6) calendar days after the request has been given.

6.06 Time off for Meetings

Any representative of the Union on the Bargaining Committee, who is in the employ of the Employer, shall, subject to operational requirements, have the privilege of attending committee meetings held within working hours without

loss of remuneration to deal with matters referenced in Article 6.03 and provided approval of the Employer has been obtained.

6.07 Labour Management Committee

There shall be a Joint Labour Management and Safety Committee (JLMSC) of two (2) people from each party, who shall meet once every quarter, with the option to schedule additional meetings if either party deems necessary, to discuss and resolve matters of concern to either party, including health and safety matters. Time off to attend these meetings, held during working hours, shall be granted without loss of pay.

ARTICLE 7 SENIORITY

7.01 Seniority Defined

1) Definition of Employees

a) Regular Employee

A regular employee is an employee holding a posted full-time position and who is reported on the seniority list completed annually as per Article 7.02.

b) Part Time Employee

A part time employee is an employee holding a posted part time position, working less hours than a regular employee.

c) Casual Employee

i) A casual employee is an employee who works less than thirty-five (35) or forty (40) hours each normal work week as defined in Article 13.01 (a) and (b).

ii) Casual employees may be called into work for the purpose of replacing absent employees, to augment the workforce where strictly necessary and/or for emergency work and shall work a minimum of four (4) hours when called to perform such work. Work of an ongoing nature is to be posted according to Article 9 and regular employees shall be considered prior to casual employees. This Article is not to be used to circumvent the overtime Article.

On an as-needed basis, casual employees hired to work at the Municipal Hall may work a minimum of four (4) hours per day.

2)

a) Seniority for regular employees shall be measured by length of service in the employ of the Employer and shall prevail on a bargaining unit wide basis.

b) Seniority for part time employees shall be measured actual hours worked in the employ of the Employer and shall prevail on a bargaining

unit wide basis.

- c) Casual employees shall accumulate seniority based on actual hours worked for the sole purpose of calculating a casual employee's seniority date upon attaining a posted permanent position. Where a casual employee attains a posted permanent position, they shall receive credit for all hours worked as a casual employee to establish their seniority date. Casual employees' seniority shall be listed on the seniority list as per Article 7.02.

7.02 Seniority List

The Employer shall maintain a regular employee and a casual seniority list showing the date upon which each employee's service commenced and the hours worked for part-time and casual employees. Where two (2) or more **regular** employees commenced work on the same day, preference shall be in accordance with the date on application for employment. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January and July of each year.

7.03 Newly Hired Employees

Newly hired employees shall be on a probationary basis for a period of ninety (90) calendar days from the date of employment commencement. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement. After completion of the probationary period, seniority shall be effective from the original date of employment commencement.

Casual employees who are awarded a permanent position will continue to receive their percentage in lieu of benefits during their probationary period.

7.04 Seniority During Absence

- a) Except as provided in Sub-Section (b), an employee shall not lose his seniority if he is absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer.
- b) An employee shall lose his seniority in the event:
 - i) He is discharged for just and reasonable cause;
 - ii) He resigns;
 - iii) He is absent from work in excess of five (5) working days without approval, unless it was not reasonably possible to contact the Employer to request such approval;
 - iv) After a lay-off he fails to return to work within five (5) working days after recall has been received; unless through sickness or other just cause it was not reasonably possible to contact the Employer. It shall be the responsibility of the employee to keep the Employer informed of his current address;
 - v) He is terminated and not recalled or reinstated;

vi) He is laid off for a period longer than twelve (12) consecutive months.

7.05 Seniority During Transfer to Supervisory Positions

If an employee is transferred to a supervisory position or any other position not covered by this Agreement, he shall retain his seniority in the position from which he was transferred, for a period of three (3) months.

ARTICLE 8 LAYOFFS AND RECALLS

8.01 Layoffs

Layoff refers to a necessary reduction in the work force.

8.02 Layoff Order

In the event of layoff, probationary employees shall be laid off first (1st), and thereafter employees shall be laid off in reverse order of seniority, provided that there are available employees with seniority who are qualified and willing to do the work of employees laid off.

8.03 Responsibility of a Laid Off Employee

It shall be the responsibility of a laid off employee to keep the Employer informed of his current address and telephone number at which he may be contacted.

8.04 Recalls

In the case of employees who have completed the probationary period and are laid off due to lack of work, such employees shall be entitled to recall for employment in order of seniority, provided they are qualified to do the work available.

8.05 Return to Work

Such employees shall return to work within five (5) working days (or such longer period as may be mutually agreed upon) after recall notice has been received.

8.06 Notice of Layoff

The Employer shall give not less than two (2) weeks' notice to an employee who is to be laid off. If such employee is laid off before the expiration of ten (10) full working days from the date he received notice of layoff, he shall be paid at his normal rate of pay for that part of the said ten (10) days during which work was not made available to him.

ARTICLE 9 PROMOTIONS AND STAFF CHANGES

9.01 Seniority to Apply

Promotions, demotions and transfers shall be made on the basis of seniority, provided the employee concerned possesses the necessary qualifications, skill, knowledge and ability to efficiently fulfil the job requirements.

9.02 Job Posting

If a job vacancy occurs, or a new position is created which comes within the scope of this Agreement, notice of such vacancy or new position shall be posted. Such notice shall contain the following information: Nature of position, required knowledge and education, ability and skills, shift, wage and salary rate or range. Copy of the notice shall also be sent to the Secretary of the Union and the Unit Chair representative.

9.03 Filling of Vacancy of New Position

Such vacancy or new position shall not be permanently filled until one (1) week has elapsed after the posting of such notice. Transfers of successful applicants will be made as soon as possible.

9.04 Filling of Vacancies on a Temporary Basis

Notwithstanding any other provisions of this Agreement, whenever a new or vacant position(s) requires immediate filling, the Employer will select an employee(s) taking seniority, qualifications and employee preference to such opening(s) into account. The Employer agrees filling of such position(s) shall be deemed to be "pending posting" and said position shall be posted within thirty (30) days. Extensions to the time limits can be made by mutual agreement.

This Article does not apply to temporary positions, however any temporary position exceeding thirty (30) days, shall be posted as a temporary position. Such position shall not exceed six (6) months.

9.05 Employee on a Trial Period

In the event of promotion or transfer, the employee concerned shall be on a trial period for three (3) months. At the conclusion of such three (3) month trial period (or sooner if it should become apparent that the employee cannot successfully complete the trial period), the Employer shall review the service of the employee whilst on the job. If such service has proven satisfactory the Employer shall confirm the employee in the job. If the employee's service is not deemed to be satisfactory, the Employer may extend the trial period for not more than one (1) additional month, or shall return the employee to his former job, or shall place him in other work consistent with his qualifications, skill, knowledge and ability to efficiently fulfil the job requirements, in which case the employee shall be paid not less than the rate of pay he was in receipt of when last employed on his former job. This provision does not apply when used under the provisions of Article 8 (Layoff).

9.06 Medical Placement

The parties have agreed that, as a result of an employee being partially disabled through sickness or accident, that the Employer will endeavour to place the injured person into a regular job that is available, provided that such person can perform the work.

9.07 Intent to Apply while on Leave

If any employee indicates to his superior, in writing, prior to going on vacation or

leave of absence, his intent to apply for an anticipated job posting, he would be considered for such opening.

9.08 Career Development

The Employer recognizes the need to provide employees with the opportunity for career development by enabling them to prepare for promotional advancement and to improve their present skills. Both parties agree that employees should receive training. If training is required to augment the requirements of the job, the Employer shall provide all training and shall be responsible for all costs associated with such training. Employees taking such training will not lose pay or seniority.

See attached Appendix "A" regarding policy of training.

ARTICLE 10 GRIEVANCE PROCEDURE

10.01 Permission to Leave Work

Union Stewards and members of the Grievance Committee shall be permitted time off to handle grievances without loss of pay, provided they have first sought and obtained permission from their immediate superior to absent themselves from their regular duties for that purpose, which permission shall not be unreasonably withheld.

10.02 Definition of Grievance

"Grievance" means any difference between the persons bound by this Agreement concerning its interpretation, application, operation, or any alleged violation thereof, including any questions as to whether any matter is arbitrable, and shall also mean any difference arising from disciplinary action or relating to employment where it is alleged that the Employer has acted unjustly. "Party", as used in Articles 11 and 12 of this Agreement, shall mean the Union and it shall also mean the Employer.

10.03 Settling of Grievances

The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees when meeting with the Employer, not including reasons of daily work or routine feedback.

Step 1 – First request meeting with manager to inquire into situation -
Dispute Resolution

The employee concerned, in person, shall first seek to settle the dispute with the immediate manager or person holding an equivalent position, within thirty (30) days from the time the dispute became known to the employee or the Union. Policy grievance shall move directly to Step 3.

Step 2 – Request meeting with manager and Union representative to inquire into situation – Dispute resolution

If a satisfactory settlement is not reached within seven (7) calendar days after a dispute was first discussed under step 1, a grievance may be submitted, in writing, to the immediate Manager or person holding equivalent position. The immediate manager or person holding the equivalent position shall respond to the grievance in writing within seven (7) calendar days.

STEP 3 – Dispute to Grievance

If a satisfactory settlement is not reached within seven (7) calendar days after a dispute was first discussed under step 2, a grievance may be submitted, in writing, to the Chief Administrative Officer or designate. The Chief Administrative Officer or designate shall respond to the grievance in writing within seven (7) calendar days.

Step 4 - Mediation

If a satisfactory settlement is not reached within seven (7) days of receiving the Chief Administrative Officer or designates decision under Step 3, either party may apply for third (3rd) party mediation of the dispute. The choice of mediator shall be by mutual agreement of the parties unless an impasse is reached, in which case either party may apply to the BC Labour Relations Board for assignment of a mediator. Cost of mediation shall be equally borne between the employer and the union.

Step 5 - Arbitration

If a satisfactory settlement is not reached within seven (7) days after the grievance was submitted and mediated under Step 3, either party may refer the grievance to a Board of Arbitration as set out in Article 11. Any cost associated with arbitration shall be equally borne between the employer and the union.

10.04 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 by-passed.

10.05 Grievances on Safety

An employee or group of employees who believe they are being required to work under conditions which are unsafe shall have the right to immediately file a grievance in Step 2 of the Grievance Procedure. Until the grievance has been disposed of by the Chief Administrative Officer or designate, at Step 2 of Section 10.03, the employee or employees concerned shall have the right to refuse to work under the alleged unsafe conditions.

10.06 Replies in Writing

Replies to grievances shall be in writing at all stages following Step 1.

10.07 Facilities

The Employer shall supply the necessary facilities for the grievance/arbitration

meetings; provided such meetings can be scheduled within the Employer's premises.

ARTICLE 11 ARBITRATION

11.01 Board of Arbitration

- a) A Board of Arbitration shall consist of three (3) members, one (1) to be chosen by each party, the third (3rd), who shall be Chairman, to be selected by the two (2) so appointed. The members chosen by the parties must meet to agree upon a Chairman. If they fail to agree upon a Chairman either party may apply to the Minister of Labour to appoint a Chairman.
- b) Upon his selection or appointment, the Chairman of the Board of Arbitration shall fix a date for hearing the grievance.
- c) The Board shall deliver its award in writing to each of the parties after all the evidence has been submitted. The award of the majority of the Board shall be the award of the Board and shall be binding upon the parties.
- d) Grievances submitted to a Board of Arbitration shall be in writing and shall clearly specify the nature of the issue.
- e) Each party shall bear the fee and expenses of the member appointed by such party and shall pay half (½) the fee and expenses of the Chairman.

11.02 Amending of Time Limits

Time limits mentioned in Article 10 refer to clear calendar days and may only be extended by mutual agreement of the parties in writing.

11.03 Witnesses

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee concerned as a witness and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the Board of Arbitration to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

11.04 Single Arbitrator

Notwithstanding the foregoing, the parties may mutually agree to the use of a single arbitrator, who will be governed by the provisions of this Article. Failing to agree on a single arbitrator, the provisions of the three (3) man Board will apply.

11.05 Final Resolution of Grievances

- a) Unless the parties mutually agree to pursue the traditional procedure for arbitration, final resolution of grievances shall be in accordance with Section 103 of the Labour Relations Code.
- b) Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this agreement, including any question as

to whether a matter is arbitrable, during the term of the collective agreement, Vince Ready, or a substitute agreed to by the parties, shall at the request of either party:

- i) investigate the difference;
 - ii) define the issue in the difference; and
 - iii) make written recommendation to resolve the difference which shall be final and binding upon the parties.
- c) In no event shall the Arbitrator have the power to alter, modify or amend this agreement in any respect.
 - d) Grievances submitted to arbitration shall be in writing and shall clearly specify the nature of the issue.

ARTICLE 12 DISCHARGE, SUSPENSION AND DISCIPLINE

12.01 Just Cause

An employee may be suspended or dismissed for just cause. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such dismissal or suspension.

12.02 Picket Lines

Just cause shall not include the refusal of an employee to cross the picket line of a legal strike maintained at the premises of the Employer.

12.03 Special Grievance

A claim by an employee that he has been discharged or suspended for other than just and proper cause shall be treated as a special grievance and may be submitted directly under Step 2 of Article 10.03.

12.04 Reinstatement

Should it be found upon investigation that an employee has been suspended or discharged for other than just cause such employee shall be immediately reinstated in his former position, without loss of seniority rating, and shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the Employer and the Union or in the opinion of the Board of Arbitration if the matter is referred to such a Board of Arbitration.

12.05 Personnel File

- a) All warning and reprimand letters shall be considered as a form of discipline and shall be subject to the provisions of the Grievance Procedure.
- b) The Employer agrees all employees will have access to their personnel file. Any employee may respond in writing to any report on their personnel file, and such response will become part of the file.

- c) Provided there have been no further similar offences, any references to discipline shall be removed from an employee's file after twenty-four (24) months.

12.06 Probationary Employee

The standard for dismissal of a probationary employee shall be a lack of general suitability for continuing employment with the Employer. If both the Employer and Union agree that the employee does have general suitability for continuing employment, the employee shall be reinstated.

ARTICLE 13 HOURS OF WORK

13.01 Normal Work Day and Normal Work Week

The normal work day and the normal work week shall be:

a) Inside Workers

The normal work day shall consist of a scheduled period of seven (7) hours of work between the hours of 8:00 A.M. and 5:00 P.M. The normal work week shall consist of five (5) such days, Monday to Friday inclusive.

b) Outside Employees

i) The normal work day shall consist of a scheduled period of eight (8) hours of work between the hours of 6:00 A.M. and 6:00 P.M. The normal work week shall consist of five (5) such days, Monday to Friday inclusive.

ii) Between November 1st and March 15th, the normal work day shall consist of a scheduled period of eight (8) hours of work between the hours of 5:00 A.M. and 6:00 P.M. The normal work week shall consist of five (5) days, Monday to Friday inclusive.

c) Permanent Outside Employees (hired after December 21, 2000)

i) The normal work day shall consist of a scheduled period of eight (8) hours of work between the hours of 6:00 A.M. and 6:00 P.M. The normal work week shall consist of five (5) such consecutive days.

ii) Between November 1st and March 15th, the normal work day shall consist of a scheduled period of eight (8) hours of work between the hours of 5:00 A.M. and 6:00 P.M. The normal work week shall consist of five (5) consecutive days.

iii) Such employees will be provided as much notice as possible of a change from their Monday to Friday workweek.

d) Notwithstanding the provisions of 13.01 (a) and (b), the Employer and the Union may vary the start-quit times.

e) Notwithstanding provisions of 13.01 (a) and (b), casual employees may be required to work after the normal work day and on either Saturday or Sunday and shall not be deemed to be working overtime unless their hours

extend beyond seven (7) and eight (8) consecutive hours on the applicable days.

13.02 Rest Periods

Employees shall be permitted a fifteen (15) minute rest period in the first (1st) half (1/2) of the work day and a second (2nd) fifteen (15) minute rest period in the second (2nd) half (1/2) of the work day.

13.03 Modified Work Week

It is agreed that the Employer or Union may, for a specified period of time, introduce modified work week scheduling which shall alter the maximum number of hours worked in any standard work week provided there is acceptance by the majority of affected employee(s) in the department and provided the total hours worked bi-weekly does not exceed eighty (80) hours. Where such modified work week arrangements are mutually acceptable to the parties, restrictive overtime provisions shall be waived.

ARTICLE 14 OVERTIME

14.01 Overtime Defined

All time worked outside the scheduled hours constituting an employee's normal work day or his normal work week shall be considered overtime and shall be paid as follows:

- a) On an employee's normal work day, time and one-half (1½) for the first (1st) two (2) hours and double (2x) time thereafter.
- b) On an employee's days of rest, after forty (40) hours - time and one-half (1½); after forty-eight (48) hours - double (2x) time.

For office employees: On an employee's day of rest, after thirty-five (35) hours – time and one-half (1½); after forty-two (42) hours – double (2x) time.

- c) On an employee's statutory holiday, double (2x) time; plus his entitlement to the statutory holiday pay.
- d) Employees called out for snow-plow duty outside of their normal hours, shall receive a premium of two (\$2.00) dollars per hour for each hour they are required to perform these duties.
- e) All overtime must be authorized by the employee's immediate supervisor. In the event of an emergency, overtime may be authorized by the immediate supervisor or the person authorized to be on standby. Failing such authorization, an employee shall not receive overtime pay for any overtime worked.
- f) Unpaid leave shall be allowed after two (2) hours of overtime for a break period. Such leave shall not exceed thirty (30) minutes.

14.02 Minimum Call-Out Time

- a) In the event of an employee being called out on emergency work during hours other than his regular working hours, he shall be entitled to a minimum of two (2) hours at double (2x) time.
- b) Unpaid leave shall be allowed after four (4) hours when called out. Such a meal break shall be for up to thirty (30) minutes. This leave shall be allowed when such call-out is to exceed four (4) hours.

14.03 Stand-By

An employee who is required to be on stand-by at a time or times other than his regular working hours, shall be paid a premium for each day he is on stand-by, as follows:

- a) Two (2) hours' pay at his regular rate of pay for each normal work day on which the employee was on stand-by and also worked his regular eight (8) hour shift.
- b) Four (4) hours' pay at his regular rate of pay for each day of rest or statutory holiday on which the employee was on standby.

Regularly scheduled stand-by shall be effective during the period of November 1st until March 15th of the following year.

14.04 Minimum Call-Out While on Stand-By

The provisions of Article 14.02 shall not apply to an employee who is on stand-by and who is called out for work. Such employee shall, however, be paid for all time worked outside the scheduled hours constituting his normal day at the applicable overtime rate with a minimum guarantee of two (2) hours' work or two (2) hours' pay. This guarantee shall not apply when the call-out extends into the employee's normal working hours.

14.05 Paid Time Off In Lieu

Subject to the Employer's operational requirements, employees may opt for paid time off in lieu of worked overtime or worked Statutory Holidays. Time off shall be taken at the same rate as the applicable overtime rates earned at the time overtime is authorized. Time off will only be taken upon mutual agreement between the employee and his Supervisor.

14.06 Banked Overtime/Standby Accrued Hours

An employee may accumulate no more than eighty (80) hours of overtime/standby. After an employee has reached the maximum eighty (80) hours of banked overtime/standby, s/he must be paid any additional overtime/standby provisions.

14.07 Banked Time Paid Out

Employees shall have the right to have banked time off paid out by November 30th each year or may opt to carry such time off in lieu over to the next year.

14.08 Rate of Pay

Compensating time off shall be paid at the rate of pay in effect at the time it was banked.

ARTICLE 15 STATUTORY HOLIDAYS

15.01 Statutory Holidays Listed

All employees shall, after completion of thirty (30) days of continuous employment, receive one (1) day's pay for not working on the following holidays:

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

and any other day proclaimed or declared by the Federal or Provincial Governments or by the Employer as a holiday.

15.02 Statutory Holidays on a Normal Non-Work Day

When statutory holidays fall on a normal non-working day and no other day is declared in substitution thereof, employees shall receive a day off work in lieu of the holiday, at their regular rate of pay; such day off to be taken at the discretion of the Department Head concerned, within two (2) weeks following such holiday.

ARTICLE 16 ANNUAL VACATIONS

16.01 Vacation Year - Definition of

The term "vacation year", as used in this Agreement, shall mean the twelve (12) month period running from January 1st to December 31st of the previous calendar year.

16.02 New Employees

Effective the first (1st) of the calendar year following the year an employee enters service with the Employer, they shall be entitled to annual vacations in accordance with the following schedule:

- a) Accumulated service from day of entering service to December 31st, ten (10) complete months or more - fifteen (15) working days.
- b) Accumulated service at December 31st of less than ten (10) complete months – one and half (1½) days - for each complete month of service.

16.03 Anniversary Date

On December 31st of each year, employees are credited with an anniversary date, regardless of when employment commenced in the previous (12) months.

16.04 Vacation Entitlement

- a) An employee shall be entitled to annual vacation based on the following:

After one (1) year	Fifteen (15) days
After seven (7) years	Twenty (20) days
After sixteen (16) years	Twenty-five (25) days
After twenty-five (25) years	Thirty (30) days
- b) Payment for vacation based on 16.04 (a) shall be at the employee's rate of pay as at the time they take their vacation.

16.05 Employees on Layoff

The provisions of Article 16.02 and 16.04 shall not apply to an employee who is laid off. Vacation entitlement for such employee shall be as follows:

- a) During the first (1st) and up to and including the seventh (7th) year of service, as calculated under the provisions of Section 16.03, six percent (6%) of their total earnings during the current calendar year, to be paid to them at the time of layoff, or if the employee so elects, to be paid to them as vacation pay during the following calendar year when they may take a vacation not exceeding three (3) calendar weeks.
- b) During the eighth (8th) and up to and including the sixteenth (16th) year of service, as calculated under the provisions of Section 16.03, eight percent (8%) of their total earnings during the current calendar year, to be paid to them at the time of layoff, or if the employee so elects, to be paid to them as vacation pay during the following calendar year when they may take a vacation not exceeding four (4) calendar weeks.
- c) During the seventeenth (17th) and up to and including the twenty-fifth (25th) year of service, as calculated under the provisions of Section 16.03, ten percent (10%) of their total earnings during the current calendar year, to be paid to them at the time of layoff, or if the employee so elects, to be paid to them as vacation pay during the following calendar year when they may take a vacation not exceeding five (5) calendar weeks.
- d) During the twenty-sixth (26th) and subsequent years of service, as calculated under the provisions of Section 16.03, twelve percent (12%) of their total earnings during the current calendar year, to be paid to them at the time of layoff, or if the employee so elects, to be paid to them as vacation pay during the following calendar year when they may take a vacation not exceeding six (6) calendar weeks.

16.06 Layoff and Vacation Entitlement

An employee who is paid their vacation entitlement at the time of layoff shall not be entitled to a paid vacation during the following calendar year.

16.07 Holidays During Vacation

If a statutory holiday or declared holiday falls or is observed during an employee's vacation period, they shall be granted an additional day's vacation for each such holiday in addition to their regular vacation time.

16.08 Scheduling of Vacations

- a) Vacations shall be granted at such time as is mutually agreed upon by the employee and the Employer. Preference in choice of vacation period shall be accorded to the employee with the greatest seniority.
- b) Vacations earned during the vacation year shall be taken in the calendar year immediately following and cannot be postponed without the written consent of the Employer.
- c) An employee who is hospitalized or taken seriously ill (doctor's certificate required) while on vacation, shall be entitled to cancelling the remainder of their holidays and applying any further subsequent absence against their sick leave. Application for such cancellation shall be made to the Chief Administrative Officer or designate. Approval shall not be granted for three (3) consecutive days or less.
- d) A vacation calendar shall be made available to all employees. Employees shall be expected to fill out their requested vacation times prior to February 15th of each year.

16.09 Termination of Employment

In the event of termination of employment the provisions of the Employment Standards Act shall apply; except that, in the case of an employee who has not been discharged for proper cause and who has given the Employer fourteen (14) calendar days' notice of termination, the basis of calculation shall be six (6%) percent of their total earnings if they have over one (1) year of service, eight (8%) percent of their total earnings if they have over eight (8) years of service, and ten percent (10%) of their total earnings if they have over seventeen (17) years of service, and twelve (12%) percent of their total earnings if they have over twenty-five (25) years of service, as calculated under the provisions of Section 16.03.

16.10 Employees on Long Term Disability

Employees while on Long Term Disability will not accrue vacation entitlement.

ARTICLE 17 BENEFITS

The following benefits will be provided by the Employer to employees covered by this Agreement:

17.01 Group Life Insurance and Accidental Death and Dismemberment

Each eligible employee shall be enrolled in the Group Life Insurance and Accidental Death and Dismemberment Plan, providing for a benefit equivalent to two (2) times their annual earnings. The monthly premium cost for the Group

Life and Accidental Death and Dismemberment Plan shall be one hundred (100%) percent employer paid.

Upon retirement, an employee may choose to remain in the existing Group Life Plan. All premium costs shall be the responsibility of the retired employee.

17.02 Medical Services Plan

If premiums formerly paid by the employer, which have been reduced or canceled as a result of any legislative or other action, were to become payable at a future time covered by this Collective Agreement, the monthly premium cost would revert back to being one hundred percent (100%) Employer paid.

17.03 Extended Health Benefits

a) Each eligible employee shall be enrolled in the Extended Health Benefits Plan. The monthly premium cost for the Extended Health Benefits Plan shall be one hundred (100%) percent employer paid.

b) Vision Care
The vision care plan benefit is six hundred (\$600.00) dollars every two (2) years, per eligible employee and their dependants. The monthly premium cost for the vision care plan shall be one hundred (100%) percent employer paid.

c) Hearing Aid
The hearing aid plan benefit is two thousand (\$2000.00) dollars every five (5) calendar years, per eligible employee and each dependants. The monthly premium cost for the plan shall be one hundred (100%) percent employer paid.

17.04 Dental Plan

Each eligible employee shall be enrolled in the Dental Plan. Premium cost shall be one hundred (100%) percent employer paid. The Dental Plan shall include coverage for Plan C (eighty (80%) percent coverage up to two thousand five hundred (\$2500) dollars maximum) with monthly premiums one hundred percent (100%) Employer paid.

17.05 Long Term Disability Plan

a) As provided for in the contract with a Carrier designated by the Employer, a Long Term Disability Plan will be available to employees working a thirty-five (35) or forty (40) hour week as follows:

In the event an employee becomes totally disabled as a result of sickness or non-compensable accident, then after an employee has been totally disabled for three (3) months, the employee shall be eligible to receive a monthly benefit equal to the sum of sixty-six and two thirds (66 2/3%) percent of his basic monthly earnings to a maximum of two thousand five hundred (\$2,500.00) dollars.

For the purposes of the foregoing, earnings shall mean basic monthly earnings as at the date of disability.

The Long Term disability benefit payment will be made so long as an employee remains totally disabled and will cease on the date the employee reaches age sixty-five (65), or recovers, or dies, whichever occurs first.

- b) The monthly premium costs for the Long Term Disability Plan shall be paid one hundred (100%) percent by the employee.

17.06 Participation

Participation in the Benefit Plans set out in 17.01 to 17.04 inclusive, as well as 17.10, shall be mandatory upon successful completion of three (3) months continuous service by employees.

17.07 Laid Off or on Leave

An employee laid off or on an approved leave of absence, shall be eligible for the continuation of benefit coverage in accordance with the Employer's Plan Carrier for a period of six (6) months, provided the full monthly premium cost of specific benefits are paid by the employee (one hundred (100%) percent) and he has made the necessary arrangements with the Payroll Department. The provisions of this article shall also apply to medical coverage for employees under the BC Medical Plan.

17.08 Sick Leave Entitlement

Medical appointments are generally expected to be scheduled outside of regular working hours. Where this is not possible, they are to be scheduled so as to minimize any disruption of the workday.

- a) After the completion of the probation period employees shall be entitled to receive a sick leave credit of one and one-half (1½) days for every month of service with the Employer cumulative to a maximum of one hundred twenty (120) sick days.
- b) A doctor's certificate may be required after three (3) days of absence. If requested by the Employer, any cost will be borne by the Employer.
- c) Upon retirement, each employee shall be paid out fifty percent (50%) of their unused sick leave.
- d) Upon retirement of an employee, and after the retirement sick leave payout, any remaining days shall be placed into a Sick Leave Bank, so any employee who is ill and does not have enough sick days, may use these days or a retiree who requests EHC or Dental expense reimbursement.

17.09 Supplement to Long Term Disability Payment

An employee that becomes eligible to receive payments under the Employer's Long Term Disability Plan may supplement his monthly payment to bring the same up to the level of his regular monthly earnings by drawing on their accumulated sick leave credit until such credit is exhausted.

17.10 Superannuation

The Pension Plan Act applies to the Employer and its employees. The Employer, in addition to its own contributions on his behalf, shall deduct from the wages or salary of each employee the contributions required of him under the provisions of the Pension Plan.

17.11 Employee Assistance Program

An Employee Assistance Program shall be provided by the Employer for all eligible employees and their dependants to access counsellors and other resources typical to an Employee Assistance Program.

ARTICLE 18 LEAVE OF ABSENCE

18.01 Union Conventions

Leave of absence up to a maximum of twenty (20) working days without pay and without loss of seniority shall be granted to a maximum of two (2) employees to represent the Union at Union Conventions. Such notice shall be in writing to the Chief Administrative Officer or designate at least seven (7) days prior to the Union Convention and a reply in writing shall be given within three (3) days after such request has been made.

18.02 Bereavement Leave

a) In the event of a death in the immediate family of an employee, the Employer shall grant him a maximum of three (3) days of absence with pay. Additional leave of absence without pay for travel may be granted by the **Chief Administrative Officer or designate**. "Immediate family" shall mean: wife, husband, common-law spouse, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents and grandchildren. Five (5) days of absence with pay shall be granted upon the death of a spouse or child.

b) Funeral Leave

One-half (1/2) day shall be granted without loss of salary or wages to attend a funeral provided such employee has the approval of his Supervisor.

18.03 Leave for Union Officers

Any employee who is elected or selected for a full or part-time position with the Union, or any body with which the Union is affiliated, or who is elected to public office shall be granted leave of absence without pay or benefits and without loss of seniority by the Employer for a period of one (1) year. Such leave shall be renewed each year during his term of office.

18.04 General Leave

The Employer may grant leave of absence without pay or benefits and without

loss of seniority to a maximum of six (6) months. Requests for such leave shall be made in writing by the employee and shall be submitted to the Department Head. Upon return from general leave the employee is assured, subject to Articles 7 and 8 (Seniority and Layoff) of resuming a position of equivalent salary level.

18.05 Jury Duty or Court Witness

When summoned to serve on a jury or when subpoenaed as a witness in criminal or civil proceedings, an employee shall continue to receive regular pay. The employee shall turn over to the Employer any monies received for a court appearance.

18.06 Maternity Leave

- a) An employee, on her written request supported by a certificate of a medical practitioner stating that the employee is pregnant and estimating the probable date of birth of the child, is entitled to a leave of absence from work, without pay, for a period of eighteen (18) consecutive weeks or a shorter period the employee requests, commencing eleven (11) weeks immediately before the estimated date of birth or a later time the employee requests.
- b) Regardless of the date of commencement of the leave of absence taken under (a) the leave shall not end before the expiration of six (6) weeks following the actual date of birth of the child unless the employee requests a shorter period.
- c) A request for a shorter period under section (b) must be given in writing to the Employer at least one (1) week before the date that the employee indicates she intends to return to work and the employee must furnish the Employer with a certificate of a medical practitioner stating that the employee is able to resume work.
- d) Where an employee gives birth or the pregnancy is terminated before a request for leave is made under section (a), the Employer shall, on the employee's request and on receipt of a certificate of a medical practitioner stating that the employee has given birth or the pregnancy was terminated on a specified date, grant the employee leave of absence from work, without pay, for a period of six (6) consecutive weeks, or a shorter period the employee requests, commencing on the specified date.
- e) Where an employee who has been granted leave of absence under this section, is for reasons related to the birth or the termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the Employer shall grant to the employee further leaves of absence from work, without pay, for a period specified in one (1) or more certificates but not exceeding a total of six (6) consecutive weeks.
- f) An Employer may require an employee to commence a leave of absence where the duties of the employee substantiated by the employee's duly

licensed medical practitioner cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a medical practitioner stating that she is able to perform her duties.

- g) The services of an employee who is absent from work in accordance with this Article shall be considered continuous for any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plan in the same manner as if the employee were not absent where:
 - i) the Employer pays the total cost of the plan, or
 - ii) the employee elects to continue to pay her share of the cost of a plan that is paid for jointly by the Employer and the employee.
- h) An employee who resumes employment on the expiration of the leave of absence granted in accordance with this Article shall be reinstated in all respects by the Employer in the position previously occupied by the employee, or in a comparable position, and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.
- i) In addition to the above clauses, or where there may be a conflict between the Collective Agreement and legislation, all terms of the *BC Employment Standards Act* and the *Employment Insurance Act* shall also apply.

ARTICLE 19 TECHNOLOGICAL CHANGE

Should the Employer introduce or intend to introduce a technological change as defined in the Labour Code of British Columbia that affects the terms and conditions, or security or employment of a number of employees to whom this collective agreement applies, either party may refer the matter to Arbitration as per the conditions and provisions of Article 10 (Step 4).

ARTICLE 20 PAYMENT OF WAGES AND ALLOWANCES

20.01 Pay Days

Employees shall be paid every second (2nd) Friday by 12:00 noon in accordance with Schedule "A" attached hereto and such pay shall include all overtime earnings for the two (2) preceding weeks.

20.02 Pay For Working on a Higher Rated Job

An employee who is directed and approved to work at a higher class during a day shall be paid at the higher rate for hours so worked.

An employee who works more than four (4) hours in the day at a higher rated job, shall be paid at the highest rate for the whole day.

When filling in for a position requiring EOCP designation, the employee will be paid for that classification only if they have the appropriate designation. If they do not have the EOCP designation required, they will be paid at the Utility Operator I level while performing the technical duties of the job classification. The department manager will approve any duties performed that are eligible for the higher rate of pay.

20.03 Vacation Pay

An employee shall be paid for an annual vacation to which he is entitled at the monthly or hourly rate for the regular occupational classification for which he is listed or classified under Schedule "A" by the Employer.

Seasonal employees shall be paid their holiday pay on each pay period. If the employee continues to work, after December 31st of the year, the employee shall then receive vacation time.

20.04 Dirty Pay

Any employee required to perform crack sealing or work with hot/cold asphalt mix or handle dead animal pickup, shall be entitled to a dirty pay premium of one dollar (\$1.00) per hour while actually so employed. Dirty pay premium shall mean the spreading of hot/cold asphalt mix for patching/paving purposes and crack sealing and handling dead animal pickup.

20.05 Clothing Allowance

- a) All Public works employees shall be provided with two (2) pairs of approved coveralls (orange and high visibility) and Journeyman Mechanics shall be provided with four (4) pairs of approved coveralls (orange and high visibility).
- b) Regular outside employees who have completed one (1) year of service shall be paid for safety boots in the amount of two hundred and fifty (\$250.00) dollars per year, which will be paid during the first cheque run of the calendar year.
- c) Work gloves shall be provided on an as needed basis.

20.07 Job Related Costs

Upon presentation of paid receipts, all costs associated with maintaining the requirements of a job description shall be reimbursed by the Employer. This Article includes, but is not limited to, driver's medical exams, license renewals and administration fees associated with maintaining Class 1, 2 and 3 driver's licences, as well as Employer required certifications, their renewals, and applicable associated fees.

20.08 Inside Employee Holiday Office Closure

All inside employees will be paid for up to three (3) days during the holiday office closure between Christmas Day and New Year's Day with the period of closure being indicated in the Township of Spallumcheen Holiday Office Closure Policy as amended from time to time. These paid days include up to three regular working

days during this period which are not already recognized as holidays in this agreement. This is a non-pyramiding benefit and cannot be stacked with other time off resulting in more than straight time pay for these hours. This time off is not accumulated and if not used for any reason, may not be carried forward into subsequent years.

ARTICLE 21 TRANSFER AND NEW CLASSIFICATION RATES

21.01 Higher Paid Position

In the event of an employee being temporarily moved to a higher paid position, the employee shall receive the higher rate provided for in such positions; such higher rate to be paid for the duration of such temporary transfer only.

21.02 Lower Paid Classification

In the event an employee is required to transfer temporarily to a lower classification, such employee shall suffer no reduction in wages because of such transfer.

21.03 New Classification

The Employer may institute new classifications in addition to those listed in Schedule "A". Should any such new classification be instituted, the Employer shall establish the rate for same and shall submit the classification and rate to the Union in writing and, in addition, shall post the classification and rate in the manner required by Section 9.02. The posting shall indicate that the new rate of pay is subject to agreement between the Union and the Employer. Within thirty (30) working days of such submission and posting, the Union may, if it deems necessary, request to meet with the Employer to review the classification and rate and, if mutual agreement cannot be reached, the difference may be referred to arbitration under the provisions of Article 11. Any change in rate resulting from discussion between the Employer and the Union, or following a reference to arbitration, shall be retroactive to the date the new classification was instituted by the Employer.

If the Union does not request to meet with the Employer to review the classification and rate within thirty (30) working days, or if the Union does not refer the difference, if any, to arbitration within thirty (30) working days, then the difference, if any shall be deemed to be abandoned and all rights of recourse to arbitration shall be at an end.

21.04 Change Classification

If the Union claims that the duties of an existing classification have been changed to an extent sufficient to alter the classification and/or pay rate, the Union may request to meet with the Employer to review the classification and/or pay rate. If within forty-five (45) working days of the submission of such request, which shall be in writing, mutual agreement cannot be reached, the difference may be

referred to arbitration under the provisions of Article 11, with any costs for arbitration borne equally between the employer and the union. Any change in classification and/or pay rates resulting from discussion between the parties, or following a reference to arbitration, shall be retroactive to the date the Union submitted its request to the Employer.

21.05 Extension of Time Limits

The time limits referred to in this Article may be extended by mutual agreement of the parties in writing.

ARTICLE 22 SEVERANCE PAY

22.01 Employee Becomes Redundant

Subject to the conditions set out in Sections 22.02 to 22.06 inclusive, the Employer will provide severance pay equivalent to one (1) week's pay for each year of service to employees who become redundant due to the introduction of new methods, equipment or organization.

22.02 Endeavour to Place an Employee

The Employer will endeavour to place an employee referred to in Section 22.01 in other work consistent with his other qualifications and will endeavour to provide any necessary training and retraining. Except for the situation referred to in Section 22.03 should the employee refuse to be placed in such other work or to undergo training, he shall not be entitled to severance pay.

22.03 Severance Pay Entitlement

Notwithstanding the provisions of Section 22.02 an employee who becomes redundant due to the introduction of new methods, equipment, or organization, shall be entitled to severance pay if the only other work in which he can be placed or for which he can be trained falls within a lower rated classification than the job held by him at the time he became redundant.

22.04 Eligibility for Severance Pay

To become eligible for severance pay an employee must have worked not less than ten (10) years of continuous service in the employ of the Employer.

22.05 Layoffs

The provisions of this Article do not apply to employees who are laid off due to shortage of work and not because of redundancy as defined in Section 22.01.

22.06 Maximum Severance Pay

The amount of severance pay to which an employee shall be entitled shall not exceed ten (10) weeks.

ARTICLE 23 GENERAL CLAUSES

23.01 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.

23.02 Grant Workers

All grant workers, working under the direction of the Employer, will be considered employees insofar as the Employer is concerned. The rate of pay and benefits will be negotiated with the Union.

23.03 Temporary and Casual Employees

a) Temporary Employees

Temporary employees hired for a fixed term to replace regular employees on vacation, sick leave, including long term disability, general leave, leave for union officers, shall be paid at the rate for that classification. As well they shall receive sixteen (16%) percent in lieu of benefits, pension, annual vacation and statutory holidays.

b) Casual Employees

Casual employees shall be paid in accordance with the applicable rates set out in Schedule A and in addition, shall be paid sixteen (16%) percent in lieu of Article 17 Benefits, statutory holiday pay and vacation pay.

ARTICLE 24 JOB SECURITY

24.01 Contracting Out

No employee in the bargaining unit as of the date of signing of the Collective Agreement shall be laid off or suffer a loss of normal hours of work as a direct result of contracting out.

ARTICLE 25 TERM OF AGREEMENT

25.01 Date of Agreement

This Agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from and after the first (1st) day of January, 2022 up to and including the thirty-first (31st) day of December, 2025, and thereafter from year to year unless either party to this Agreement gives notice to commence collective bargaining in accordance with the Labour Relations Code. During the period of collective bargaining, this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 16th day of August, 2022.

ON BEHALF OF:

THE TOWNSHIP OF SPALLUMCHEEN



Doug Allen, Chief Administrative Officer



Christine Fraser, Mayor



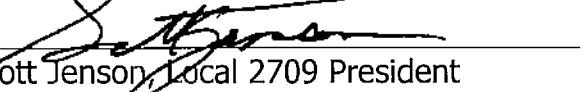
Cindy Webb, Corporate Officer

ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2709



Theresa Mackay, Bargaining Committee



Scott Jenson, Local 2709 President



Greg Ingram, National Representative

SCHEDULE "A"

Schedule of Classifications, Hourly Rates of Pay and Allowances

	01-Jan-20	Increase	Jan 1, 2021 Current Rates	Increase	01-Jan-22	Increase	01-Jan-23	Increase	01-Jan-24	Increase	01-Jan-25
Office Clerk I/Student	\$ 19.71	2%	\$20.10	2%	\$20.50	2%	\$20.91	2%	\$21.33	2%	\$21.76
Office Clerk II	\$ 24.33	2%	\$24.82	2%	\$25.32	2%	\$25.83	2%	\$26.35	2%	\$26.88
Office Clerk III	\$ 28.99	2%	\$29.57	2%	\$30.16	2%	\$30.76	2%	\$31.38	2%	\$32.01
RCMP Clerk	\$ 29.09	2%	\$29.67	2%	\$30.26	2%	\$30.87	2%	\$31.49	2%	\$32.12
Accounting Clerk I	\$ 30.50	2%	\$31.11	2%	\$31.73	2%	\$32.36	2%	\$33.01	2%	\$33.67
Accounting Clerk II	\$ 32.00	2%	\$32.64	2%	\$33.29	2%	\$33.96	2%	\$34.64	2%	\$35.33
Accounting Clerk III	\$ 34.00	2%	\$34.68	2%	\$35.37 + 2.52 = \$37.89	2%	\$38.65	2%	\$39.42	2%	\$40.21
Training & Coordination			Receives an additional \$1.00 per hour allowance								
Foreman	\$ 37.04	2%	\$37.78	2%	\$38.54 + \$1.00 = \$39.54	2%	\$40.33	2%	\$41.14	2%	\$41.96
Labourer I/Student	\$ 21.79	2%	\$22.23	2%	\$22.67	2%	\$23.12	2%	\$23.58	2%	\$24.05
Labourer II	\$ 25.94	2%	\$26.46	2%	\$26.99	2%	\$27.53	2%	\$28.08	2%	\$28.64
Operator 1	\$ 31.10	2%	\$31.72	2%	\$32.35 + \$0.25 = \$32.60	2%	\$33.25	2%	\$33.92	2%	\$34.60
Operator 2				2%	33.16 + \$.79 = \$33.95	2%	\$34.63	2%	\$35.32	2%	\$36.03
Utility Operator L-I	\$ 33.20	2%	\$33.72	2%	\$34.39	2%	\$35.08	2%	\$35.78	2%	\$36.50
Utility Operator L-II	\$ 34.20	2%	\$34.72	2%	\$35.41	2%	\$36.12	2%	\$36.85	2%	\$37.59
Utility Operator L-III	\$ 35.20	2%	\$35.72	2%	\$36.43	2%	\$37.16	2%	\$37.90	2%	\$38.66
Mechanic		2%	\$37.73	2%	\$38.48	2%	\$39.25	2%	\$40.04	2%	\$40.84
Planning Technologist I		2%	\$33.45	2%	\$34.12	2%	\$34.80	2%	\$35.50	2%	\$36.21
Lead Hand			Receives an additional \$2.00 per hour allowance								

The rate of pay for Casual and Temporary employees will be based on the position they are covering. If not fully qualified for the position, they shall be paid the regular wage less 10%.

Below are the hourly premiums when employees are performing and operating the following noted tasks:

- 1) Welding \$3.00
- 2) Dirty Pay \$1.00 – When performing dirty tasks which are beyond the typical expectation of employees position.

As the employer pays for the coveralls and their cleaning, for the purpose of this agreement, dirty pay shall be defined as:

- a) Raw Sewage
- b) A tank, septic tank, siphon or other underground container which holds raw sewage.
- c) Sewer line inspections where the employee is required to be in contact with raw sewage

- d) Removal of dead animals
 - e) Crack Sealing
 - f) Confined space work
 - g) Other similar instances subject to the approval of the department manager or their designate
- 3) Office Clerk III \$2.00 when backfilling for Corporate Officer Duties that require immediate attention

APPENDIX "A"

THE CORPORATION OF THE TOWNSHIP OF SPALLUMCHEEN

Policy: Employee Education, Training and Upgrading.

Date Adopted: September 8, 1992

Whereas it is necessary to have employees trained in their work:

- a) Therefore, be it resolved that the municipality will reimburse employees for memberships to recognized organizations in their field;
- b) Upon successful completion, the municipality will reimburse employees for course fees, which had been given prior approval by the Chief Administrative Officer or designate
- c) Employees authorized to take courses during their normal work hours may be paid their regular rate. Courses taken at other times are on the employee's own time;
- d) Travel and accommodation costs are to be determined by the Chief Administrative Officer or designate at the time of application;
- e) Courses leading to certification, diploma, or professional designation shall have a payback in the event the employee severs with the municipality:
During first (1st) year after completion of module or course – seventy-five (75%) percent
During second (2nd) year after completion of module or course – fifty (50%) percent
During third (3rd) year after completion of module or course – twenty-five (25%) percent
- f) All courses must be approved by the Chief Administrative Officer or designate. Due to the variable nature of training requirements, variation from general policy may be approved by the Chief Administrative Officer or designate;
- g) Council approval is required for any training courses outside the Province;
- h) Budget funds must be available.

LETTER OF UNDERSTANDING #1

BETWEEN

THE TOWNSHIP OF SPALLUMCHEEN

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2709

RE: Provisional Change to Hours of Work

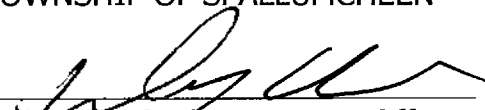
WHEREAS the operational requirements in the Township of Spallumcheen change during the fall and winter months, in order to improve effectiveness and efficiency, the parties to this Letter of Understanding agree to the following:

- 1) Notwithstanding Article 13 - Hours of Work and Article 14 - Overtime, these adjustments will be effective from January 1st, 2022, to March 15th, 2026.
- 2) Regular employees will work four (4) ten (10) hour shifts from Monday through Thursday between the hours of 5 A.M. and 3 P.M.;
- 3) Casual employees will work three (3) ten (10) hour shifts on Friday, Saturday and Sunday between 5 A.M. and 3 P.M.;
- 4) For the sake of Article 14 - Overtime, the noted hours of work will be considered regular hours of work subject to clauses above;
- 5) Article 15 - Statutory Holidays will be applied as per identified in the Collective Agreement. However, should an employee be required to work on a statutory holiday, they will be paid the holiday pay plus two (2X) times their regular rate of pay;
- 6) Either party may terminate this Letter of Understanding by giving thirty (30) days written notice to the other party. If this transpired, the terms and conditions of the Collective Agreement would be reactivated.

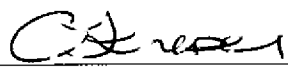
IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this *16th* day of *August*, 2022.

ON BEHALF OF:

THE TOWNSHIP OF SPALLUMCHEEN



Doug Ahn, Chief Administrative Officer



Christine Fraser, Mayor




Cindy Webb, Corporate Officer

ON BEHALF OF:

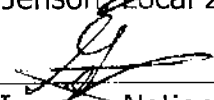
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2709



Theresa Mackay, Bargaining Committee



Scott Jenson, Local 2709 President



Greg Ingram, National Representative

LETTER OF UNDERSTANDING #2

BETWEEN

THE TOWNSHIP OF SPALLUMCHEEN

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2709

RE: Practicum Student

The parties agree to the following:

1. That the Township can employ practicum students within a college or university institution for the purposes of general classification duties for outside staff or office clerk duties for inside staff as required for their certification. If practicum student wages are a requirement, they will be paid in accordance with the casual rate noted on Schedule 'A' of the 2022-2025 CUPE contract.
2. That the Township can employ student labour related to the minimum age requirements and for those currently enrolled and working towards a high school General Equivalency Diploma (GED).
3. These employees, if wages are required, will be paid 16% in lieu of all fringe benefits as per Article 23.03.
4. These employees are not considered regular employees and are for educational purposes only and will not incur seniority.

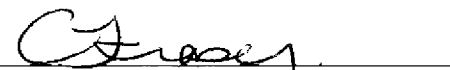
IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this *16th* day of *August*, 2022.

ON BEHALF OF:

THE TOWNSHIP OF SPALLUMCHEEN



Doug Allin, Chief Administrative Officer



Christine Fraser, Mayor




Cindy Webb, Corporate Officer

ON BEHALF OF:


CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2709



Theresa Mackay, Bargaining Committee



Scott Jenson, Local 2709 President



Greg Ingram, National Representative

LETTER OF UNDERSTANDING #3

BETWEEN

THE TOWNSHIP OF SPALLUMCHEEN

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2709

RE: Mobile Device Allotment Agreement

In the course of carrying out the employee's job responsibilities, this employee is required to have a mobile device available for business use. Therefore, the employee is eligible for a mobile device allowance.

The job function of the employee (during the employee's normal working hours) may require the use of a mobile device and it is important to the employer that the employee is accessible during this time.

The job function of the employee requires them to be accessible outside of scheduled or normal working hours (while at home, out of town, etc.)

The parties agree to the following:

1. That the mobile device allowance of twenty dollars (\$20.00) be paid monthly to employees that do not have a cell phone provided by the employer.
2. The provision of a company mobile device will be given to employees at the discretion of the manager of the employee.


IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this *16th* day of *August*, 2022.

ON BEHALF OF:


THE TOWNSHIP OF SPALLUMCHEEN



Doug Allen, Chief Administrative Officer



Christine Fraser, Mayor



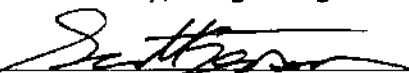
Cindy Webb, Corporate Officer

ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2709



Theresa Mackay, Bargaining Committee



Scott Jenson, Local 2709 President



Greg Ingram, National Representative

LETTER OF UNDERSTANDING #4

BETWEEN

THE TOWNSHIP OF SPALLUMCHEEN

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2709

RE: Inside Staff Hours of Work/Lunch Break Options

The parties agree to the following in relation to Article 13 – Hours of Work for inside workers:

- 1) The union and the employer agree that inside workers start times, end times, and lunch breaks can be modified as identified in Article 13.03 Normal Work Day and Normal Work Week as follows:
 - a) Article 13.01(d) so long as sufficient coverage is attained in both the finance department and corporate department during the office's hours of operation of 8:30 am to 4:30 pm;
 - b) That inside workers lunch breaks can be modified (reduced) from one full hour to thirty (30) minutes so long as there is both finance department coverage and corporate department coverage in the office during the office's hours of operation of 8:30 am to 4:30 pm;
 - c) The workers hours have been authorized by the employer and the workers have not exceeded the seven (7) hour work day identified in Article 13.01(a) Inside workers unless approved overtime has been authorized by the employer; and
 - d) Unless Article 13.03 Modified Work Week provisions have been met.

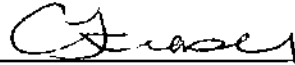
IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this *16th* day of *August*, 2022.

ON BEHALF OF:

THE TOWNSHIP OF SPALLUMCHEEN



Doug Allen, Chief Administrative Officer




Christine Fraser, Mayor




Cindy Webb, Corporate Officer

ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2709



Theresa Mackay, Bargaining Committee



Scott Jenson, Local 2709 President



Greg Ingram, National Representative

LETTER OF UNDERSTANDING #5

BETWEEN

THE TOWNSHIP OF SPALLUMCHEEN

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2709

RE: OUTSIDE WORKER – BYLAW ENFORCEMENT SERVICES PREMIUM

The parties agree to the following:

1. In the course of carrying out the employee's job responsibilities, an employee may be required to provide Bylaw services. This may include but is not limited to:
 - (a) Providing photos for bylaw complaints and follow up inspections,
 - (b) Providing photos for home occupation inspections (from the entrance to the property).
 - (c) Communicating with residents (delivering letters/notices).

The premium shall be the following:

\$1.00 per hour for bylaw services.


IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this *16th* day of *August*, 2022.

ON BEHALF OF:

THE TOWNSHIP OF SPALLUMCHEEN



Doug Alhn, Chief Administrative Officer



Christine Fraser, Mayor




Cindy Webb, Corporate Officer

ON BEHALF OF:


CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2709



Theresa Mackay, Bargaining Committee



Scott Jenson, Local 2709 President



Greg Ingram, National Representative

LETTER OF UNDERSTANDING #6

BETWEEN

THE TOWNSHIP OF SPALLUMCHEEN

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2709

RE: Employee Moving Expenses

The parties agree to the following:

1. In the course of hiring competitive union positions, the Township recognizes the need during these economic times, to provide for a moving allowance for employees hired at the Township.
2. Conditions required for compensation for Employee Moving Expenses include the following conditions be met:
 - e) Applications for three (3) reasonable written quotes must be provided to the Chief Financial Officer as per the Township of Spallumcheen Purchasing Policy No. 1790.002.
 - f) The employee is moving due to the need to move closer to Spallumcheen and applies to those moving a minimum of 100 kilometers.
 - g) Compensation will be met on the lowest cost of the three quotes, and subject to Council approval.
 - h) Costs will be required to be paid back as per the following schedule if the employee resigns from the Township or is let go by the Township based on the Employees employment start date:
 - 100% in the first year of employment,
 - 75% in the second year of employment,
 - 50% in the third year of employment, and
 - 25% in the fourth year of employment
3. This Letter of Understanding #8 regarding Employee Moving Expenses expires as of December 31, 2025.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed

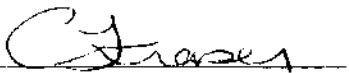
their signatures hereto on this 16th day of August, 2022.

ON BEHALF OF:

THE TOWNSHIP OF SPALLUMCHEEN



Doug Allin, Chief Administrative Officer



Christine Fraser, Mayor



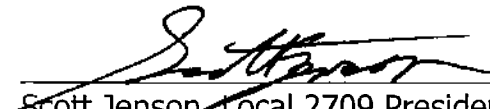
Cindy Webb, Corporate Officer

ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2709



Theresa Mackay, Bargaining Committee



Scott Jenson, Local 2709 President



Greg Ingram, National Representative

LETTER OF UNDERSTANDING #7

BETWEEN

THE TOWNSHIP OF SPALLUMCHEEN

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2709

RE: New Operator I & II

New Operator I and II positions require a full job description which be created as soon as possible.

Brenden Cooper be placed into Operator I position,

Aaron Brown and Warren Lightfoot will be placed into Operator II position.

Management's ability to approve usage of Banked Time during certain times of the year may be impacted based on established operational need and may create black out periods for certain positions. All job descriptions will include requirements for standby.

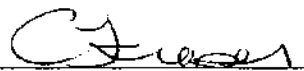
IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this *16th* day of *August*, 2022.

ON BEHALF OF:

THE TOWNSHIP OF SPALLUMCHEEN



Doug Allin, Chief Administrative Officer



Christine Fraser, Mayor




Cindy Webb, Corporate Officer

ON BEHALF OF:


CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2709



Theresa Mackay, Bargaining Committee



Scott Jensen, Local 2709 President



Greg Ingram, National Representative

LETTER OF UNDERSTANDING #8

BETWEEN

THE TOWNSHIP OF SPALLUMCHEEN

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2709

RE: Temporary Finance Clerk to Permanent

The temporary finance clerk 1 position previously defined in LOU 10 shall be a permanent finance clerk 1/shared services position and is filled by Theresa MacKay. A job description for the finance clerk 1/shared services role will be completed and included as an LOU to define the shared service support function.

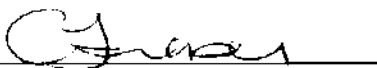
IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this *16th* day of *August*, 2022.

ON BEHALF OF:

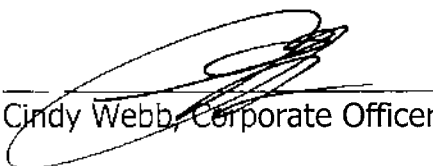
THE TOWNSHIP OF SPALLUMCHEEN



Doug Allin, Chief Administrative Officer



Christine Fraser, Mayor




Cindy Webb, Corporate Officer

ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2709



Theresa Mackay, Bargaining Committee



Scott Jenson, Local 2709 President



Greg Ingram, National Representative

LETTER OF UNDERSTANDING #9

BETWEEN

THE TOWNSHIP OF SPALLUMCHEEN

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2709

RE: Sick Leave Bank

The parties agree to review and resolve, through Labour Management meetings, no later than twelve (12) months from the date of ratification of the collective agreement, the creation of a sick bank for current employees and the application and usage of such bank in relation to article 17.09 of the current collective agreement.


IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this *16th* day of *August*, 2022.

ON BEHALF OF:

THE TOWNSHIP OF SPALLUMCHEEN



Doug Alfin, Chief Administrative Officer



Christine Fraser, Mayor



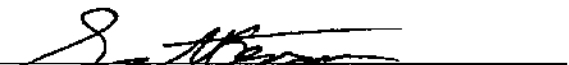
Cindy Graves, Corporate Officer

ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2709



Theresa Mackay, Bargaining Committee



Scott Jenson, Local 2709 President



Greg Ingram, National Representative

