

COLLECTIVE AGREEMENT

BETWEEN

CORPORATION OF THE VILLAGE OF BURNS LAKE

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 2062

Jan. 1/2024 - Dec. 31/2026

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AGREEMENT

BETWEEN:

THE CORPORATION OF THE VILLAGE OF BURNS LAKE, a municipality duly incorporated under the Statutes of the Province of British Columbia,
(hereinafter called "the Employer"),

PARTY OF THE FIRST PART;

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2062, (Burns Lake),
(hereinafter called "the Union"),

PARTY OF THE SECOND PART:

WHEREAS it is the intent and purpose of the parties hereto that this Agreement will promote and improve industrial and economic relationships between the Employer and the Union, and to set forth herein the agreement covering rates of pay, hours of work, and conditions of employment as described within this agreement to be observed between the parties hereto, PROVIDED HOWEVER, that except as otherwise provided in this Agreement, the management supervision and control of the Employer's operations and the direction of the working forces shall remain an exclusive management function,

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

MANAGEMENT RIGHTS

The Union recognizes the rights of the Employer to manage its affairs and operations without restricting the rights of the employees as described under the terms of this Agreement. It further recognizes the right of the Employer to direct its employees in the performance of their duties, including the right to hire, to suspend or discharge for just cause, to promote, demote, discipline, lay off or transfer any employee, and the right to assign work.

ARTICLE 1 - DEFINITIONS

1) Permanent/Regular Employees

A Permanent/Regular Employee shall be one hired to fill a foreseeable permanent position either on a regular or part-time basis and shall be considered to be on a probationary basis as provided in Article 11.02, at which time, having fulfilled the duties of this position satisfactorily, shall be considered a permanent employee.

a) Permanent/Regular Full Time Employees

Permanent/Regular Full Time Employees are entitled to all benefits of this Agreement except for those specifically excluded during probation.

b) Permanent/Regular Part Time Employees

Permanent/Regular Part Time Employees are those regularly working a normal week consisting of less than a Full Time Employee. If they are regularly scheduled to work twenty-four (24) or more hours per week they shall be entitled to all the benefits as laid out in this Agreement.

2) Temporary Employees

Temporary Employees are those who are employed for a specific assignment of less than seven (7) months continuous employment or for such longer periods as may be agreed to by the parties of this Agreement.

Any Temporary Employee working more than sixteen (16) hours per week and completing the probationary period referred to in Article 11.02 shall be entitled to eighty cents (\$0.80) per hour in lieu of welfare benefits for all hours worked that week. Temporary Employees will receive payment as a percentage as per Article 16.03 and

17.01 in lieu of vacation time and statutory holidays. Temporary Employees are not entitled to payment in lieu of sick leave.

In the event the duration of such employment exceeds seven (7) months, unless otherwise agreed to, the employee shall be deemed to be a Permanent Employee and shall have completed the probationary period referred to in Article 11.02. Seniority shall be effective from the original date of employment. Said employee shall be informed of any change in his or her employment status.

3) Casual Employees

Casual Employees are those employed on an as required basis to cover extra work, including, but not limited to vacation relief, sick leave absences, banked time absences or similar circumstances. A Casual Employee shall work no more than sixty-four (64) hours per month.

Casual Employees are not eligible for health and welfare benefits of this agreement, will receive payment as a percentage as per Article 16.03 and 17.01 in lieu of vacation time and statutory holidays. Casual Employees are not entitled to payment in lieu of sick leave.

ARTICLE 2 - RECOGNITION AND NEGOTIATIONS

2.01 The Employer, or anyone authorized to act on its behalf, recognizes the Canadian Union of Public Employees and its Local 2062, or anyone authorized to act on its behalf, as the sole and exclusive bargaining agent for all its employees as certified by the Labour Relations Board of British Columbia, save and except the Chief Administrative Officer, Director of Financial Services, Deputy Director of Corporate Services, Director of Recreation, Administrative Assistant, Director of Public Works, Accounting Clerk, Director of Protective Services,

Economic Development Officer, Economic Development Coordinator, Tourism Clerk, Bylaw Enforcement Officer, Office Clerk and hereby agrees to negotiate with the Union, or any of its authorized committees, in any and all matters affecting the relationship between the parties, with a view to reaching a peaceful and amicable settlement of any differences which may arise between them.

ARTICLE 3 - NO DISCRIMINATION

- 3.01 The Employer and the Union, their servants and agents, agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the matter of wage rates, training, promotion, transfer, layoff, discipline, discharge, or otherwise, by reason of race, creed, colour, national origin, sex or religious affiliation, nor by reason of his membership in a labour union.
- 3.02 The Employer and the Union recognize the right of employees to work in a harassment-free environment.
- (a) Harassment means:
- (i) Unwelcome sexual advances, requests for sexual favours and other verbal or physical conduct of a sexual nature that is unwelcome or should reasonably be expected to be unwelcome.
 - (ii) Bullying (i.e. threats, intimidation, coercion and/or physical abuse). This definition is intended to recognize that language & practice that is normal in the workplace does not in and of itself represent harassment.

(iii) Nothing in this article 3.02 is to be interpreted or applied that limits or restricts in any way the Employer's ability to direct the workforce and discipline employees.

(b) Procedure:

(i) An employee who alleges a harassment concern may submit a complaint, in writing, within five (5) working days of the latest occurrence, either through the Union or directly to the Employer. The Employer shall notify the Union of any complaint.

(ii) The Employer's representative and Union representative shall investigate the complaint and attempt to resolve the issue.

(iii) If the complaint cannot be resolved, it shall be referred to mutually agreed harassment investigator (arbitrator) for a final and binding decision.

(c) Where the complaint of the complainant is determined to be of a vindictive or spiteful nature, it shall represent just cause for disciplinary action up to and including termination of employment, subject to the grievance procedure.

ARTICLE 4 - UNION SECURITY

4.01 Employees who are presently members of the Union shall remain so, as a condition of employment. New employees who are hired by the Employer shall as a condition of employment become members of the Union within thirty (30) calendar days of hiring, and remain as members in good standing.

ARTICLE 5 - CHECK-OFF OF UNION DUES

- 5.01 The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union.
- 5.02 Deductions shall be made each month and shall be forwarded to the Secretary-Treasurer of the Union no later than the 15th day of the following month, with a list of the employees from whose wages deductions have been made.
- 5.03 Deductions shall begin once a new employee has completed thirty (30) calendar days service and shall be retroactive to the date of hiring.

ARTICLE 6 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

- 6.01 The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union security and dues check-off.
- 6.02 On commencing employment, the employee's immediate supervisor shall introduce the new employee to his Union Steward or representative. The Steward or representative will provide them with a copy of the Collective Agreement.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01 (a) The Union shall maintain a Grievance Committee consisting of three (3) members of the Union. Members of this Committee shall suffer no loss in salary or benefits as a result of performing their

duties during regular working hours where absence is authorized as per Article 9.

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

Step 1 - All grievances which might arise shall first be reduced to writing and shall be discussed between the Grievance Committee and the appropriate immediate superior, but such superior shall not be less than a foreman classification. The grievance must be submitted for discussion within seven (7) days of occurrence of the grievance.

Step 2 - If a satisfactory settlement cannot be arranged between the Grievance Committee and the immediate superior, then said grievance shall be discussed between the Grievance Committee and the appropriate Department head within fourteen (14) days of occurrence of the grievance.

Step 3 - If a satisfactory settlement cannot be arranged between the Grievance Committee and the Department Head, then said grievance shall be discussed between the Grievance Committee and the Chief Administrative Officer within twenty-one (21) days of the occurrence of the grievance.

Step 4 - Failing a satisfactory settlement being reached in Step 3, the Union may refer the dispute to arbitration.

- (c) A grievance shall be defined as any complaint where an employee or Local 2062 alleges the Employer has

been unjust or improper with respect to the interpretation, application, administration, or violation of the Collective Agreement.

- 7.02 Union grievances of a general nature may be submitted directly by the Union in writing to the Chief Administrative Officer, and the Grievance Committee of the Union, if so requested, shall meet with the Chief Administrative Officer to seek adjustment of the matter.

ARTICLE 8 - ARBITRATION

- 8.01 When either party requests that a grievance be submitted to arbitration, such dispute shall be settled in the following manner:
- (a) Either party of this Agreement may by notice in writing to the other party, notify the other party that the party giving notice requires that the dispute be settled by arbitration, the parties shall agree to name an arbitrator within ten (10) working days of receipt of notice.
 - (b) The two (2) persons so named shall between themselves appoint a third person as Chairman. In case that they cannot agree upon a Chairman, the Chairman shall be appointed by the Minister of Labour for the Province of British Columbia.
 - (c) Within seven (7) days of the appointment of the Chairman, the Board of Arbitrators shall meet to consider the matter in dispute and shall give their decision within ten (10) days of the final day of hearings. The findings of the majority of this Board shall be binding upon both parties and there shall be no strikes or lockouts during the period of disagreement.

(d) Any disputes or disagreements as outlined above and requiring the exercise of the above procedure shall be dealt with as expeditiously as possible, and every opportunity shall be given to either party to present fully the case in dispute before such Board.

8.02 The Union agrees that it will at all times, and under all emergencies, keep the essential services of the Corporation functioning. Essential services shall include sewer, water and health services.

8.03 Expedited Arbitration:

1. The parties shall determine by mutual agreement those grievances that are to be referred to expedited arbitration. Grievances to be referred to expedited arbitration shall be scheduled within one (1) month, if possible. The hearings shall be held at a mutually agreed upon location and facility.
2. 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.
3. Prior to rendering a decision, the parties may mutually request the arbitrator to assist them in mediating a resolution to the grievance. Where the mediator fails to mediate a settlement after being requested by the parties to do so, an arbitral decision shall be rendered as contemplated herein.
4. Expedited arbitration decisions shall be completed and sent to the parties within ten (10) working days of the hearing, if possible.
5. The parties shall equally share the costs of the fees and expenses of the arbitrator. The expedited

arbitrators who act as sole arbitrators under this section shall be agreed to by the parties. The expedited arbitrator shall have the same powers and authority as an arbitrator established under the Labour Relations Code.

6. The decision of the arbitrator shall be final and binding on the parties. All decisions of the arbitrator are to be limited in application to the particular dispute and are without prejudice. These decisions shall have no precedent value and shall not be referred to by either party in any subsequent hearing of any kind.
7. The parties agree that there shall be no use of lawyers in these hearings.

ARTICLE 9 - ABSENCE FROM DUTY OF UNION OFFICIALS

- 9.01 Union representatives may be absent from duty with permission for the Department Head or Supervisor as follows:
- (a) Up to four (4) representatives for both parties for Collective Bargaining as per the Labour Relations Code
 - (b) Up to two (2) representatives for both parties to discuss matters arising out of the agreement with the Employer.
- 9.02 Employees who are officials of the Union may, with the approval of the appropriate supervisor, be granted reasonable periods of time off without pay by the Employer for the purpose of attending to other Union business.

9.03 Pay While on Union Business

While conducting business of the Union the Employer will pay the employee's regular wage and bill the local Union for the time spent doing internal Union business the cost of the wage plus benefits and ten percent (10%) administrative fee.

9.04 Use of Facilities for Union Business

The Employer will allow the Union use of facilities for Union meetings with the following conditions:

- (a) The room must be requested in writing to the Director of Recreation.
- (b) The room must not be otherwise booked by another customer.
- (c) There will be no posting of Union information left in the room after the meeting.
- (d) The Union is responsible for damages incurred while using the room.

ARTICLE 10 · DISCHARGE, SUSPENSION AND DISCIPLINE

10.01 There shall be no discharge against any employee because of their membership or lawful activity in the Union PROVIDED THAT such activity does not interfere with their work as an employee of the Corporation.

10.02 In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer. Evidence shall be limited to the grounds stated in the discharge or discipline notice sent to the employee.

- 10.03 Whenever the Employer or his authorized agent deems it necessary to censure an employee in a manner indicating that dismissal may follow any further infraction or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer shall:
- (a) Verbally censure the employee on the first offence.
 - (b) Give written censure indicating particulars, with a copy to the Secretary of the Union in addition to the employee on the second offence.
 - (c) A third offence may result in more severe discipline, including suspension or discharge.
- 10.04 The Union shall not engage in an illegal strike, withdrawal of services or job action on the part of its members as long as this agreement is in force. An employee covered by this Agreement shall have the right to refuse to cross a legal picket line arising out of labour disputes. Failure to cross a picket line by a member of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

ARTICLE 11 - SENIORITY

- 11.01 Seniority shall be defined as an employee's length of unbroken service with the Employer for Permanent/Regular Full-time Employees and Permanent/Regular Part-time Employees. Casual employees and temporary employees who have worked less than the probationary period shall accumulate seniority on an hourly basis.
- 11.02 During an employee's first ninety (90) calendar days of employment, they shall be on probation and shall not be deemed to possess seniority, and will not be eligible for insured benefits, holidays or vacations other than those

provided by Statute. Upon completion of the probationary period, seniority shall be retroactive to the employee's date of hire.

11.03 Seniority shall apply in cases of promotion, demotion, transfer, layoff and recall after layoff, when skills, competence, efficiency and qualifications of the employees are relatively equal.

11.04 Employees shall lose seniority and all benefits:

- (a) Upon voluntary termination.
- (b) If discharged and not reinstated by subsequent arbitration.
- (c) If on layoff for a period equal to length of service or one (1) year, which is the lesser.
- (d) Upon failure to report for work as scheduled without notifying the Employer within three (3) days.
- (e) Failure to report within ten (10) days of scheduled start time, after notice of recall from layoff. N.B. (Failing all other attempts at communication, notice must be sent by registered mail at employee's last known address.)

ARTICLE 12 - PROMOTIONS AND STAFF CHANGES

12.01 Any employee who has been promoted or transferred to another established position shall be on trial as to that position for a period of ninety (90) days. If the employee fails to satisfactorily complete his trial period he shall be returned to his former position.

- 12.02 If a job vacancy occurs, or a new position is created which comes within the scope of this Agreement, notice or such vacancy or new position shall be posted in a manner which gives all employees adequate access to the information contained in such notice, and such vacancy or new position shall not be permanently filled until at least one (1) week has elapsed after the posting of such notice. No outside help shall be hired to fill such position or vacancy until all members of the regular staff have had the opportunity of applying, always subject to the consideration of merit, qualifications or ability to perform the work required by the vacancy or new position.

ARTICLE 13 - LAYOFF AND RECALL

- 13.01 In the event of layoff, Permanent/Regular Full-time employees and Permanent/Regular Part-time employees shall be laid off in the reverse order of seniority and competency in their category and, if necessary, rehired on the basis of such seniority.
- 13.02 Employees laid off due to a reduction in staff and who fail to return to work within ten (10) days after being notified by registered mail to do so, shall be considered out of the service and shall forfeit all seniority rights, unless through sickness or any other proper cause agreed upon by the Employer and the Union.
- 13.03 Notice Required
- (1) The Employer shall not lay off an employee without giving the employee, in writing, at least:
- (a) Two (2) weeks notice, where the employee has completed a period of employment of at least seven (7) consecutive months, and

- (b) After the completion of a period of employment of three (3) consecutive years, one (1) additional weeks notice, and for each subsequent completed year of employment an additional week's notice, up to a maximum of eight (8) weeks notice.
- (2) The period of notice shall not coincide with an employee's annual vacation.
- (3) Where the Employer lays off an employee, he may, instead of the notice required to be given under subsection (1), make payment of weekly wages to the employee equal to the period of notice required.
- (4) Payment under subsection (3) does not relieve the Employer from making any other payment to which the employee is entitled.

ARTICLE 14 - HOURS OF WORK

- 14.01 For Public Works (hourly) paid employees, except as otherwise provided:
- (a) The regular working week shall constitute forty (40) hours between 7:00 a.m., Monday, and 3:30 p.m., Friday.
 - (b) The regular working day shall constitute eight (8) consecutive hours between 7:00 a.m. and 3:30 p.m.
 - (c) Employees working on any shift other than the regular day shift shall receive a differential of fifty cents (\$.50) per hour for every hour worked between the hours of 3:30 p.m. and 11:00 p.m., and a differential of seventy-five cents (\$.75) per

hour for every hour worked between the hours of 11:00 p.m. and 7:00 a.m.

- (d) The Employer has a right to change an employee's schedule of working hours when shift work is required, provided that an employee is given at least twenty-four (24) hours notice of such change in shifts. Failure to notify the employee(s) concerned shall necessitate the payment of the employee(s) at the rate of one and one-half times (1-1/2X) for all hours worked throughout their first day of work on the new shift.

14.02 (a) Recreation Employees - Regular Full-time

Recreation Employees shall work a regular five (5) day work week with two (2) days off.

The regular shift shall be eight (8) consecutive hours of work between 8:00 am and 10:00 pm.

The Employer has the right to change an employee's schedule of working hours when shift work is required, provided that an employee is given at least twenty-four (24) hours notice of such change in shifts. Failure to notify the employee(s) concerned shall necessitate the payment of the employee(s) at the rate of one and one-half times (1 1/2X) for all hours worked throughout their first day of work on the new shift.

(b) Recreation Facility Employees

Recreation Facility Employees shall work a regular five (5) day week with two (2) consecutive days off.

The regular shift shall be eight (8) consecutive hours of work between 5:30 am and 11:00 pm.

The Employer has the right to change an employee's schedule of working hours when shift work is required, provided that an employee is given at least twenty-four (24) hours notice of such change in shifts. Failure to notify the employee(s) concerned shall necessitate the payment of the employee(s) at the rate of one and one-half times (1 ½X) for all hours worked throughout their first day of work on the new shift.

The Recreation Facility Maintenance Worker shall work a regular five (5) day work week with two (2) days off.

The regular shift shall be eight consecutive hours of work between 5:30 am and 11:00 pm.

- 14.03 Shifts shall commence and end at the worksite.
- 14.04 Employees shall receive a premium of forty cents (\$.40) an hour for all straight time hours worked on Sunday.
- 14.05 Employees shall be entitled to two (2) ten (10) minute rest periods during each shift.
- 14.06 Other shifts may be established by mutual agreement between the Employer and the Union. However, if mutual agreement on shifts cannot be reached within seven (7) working days after the proposed shift was first submitted to the Union, the Employer may, within ten (10) working days, refer the matter to a Board of Arbitration.
- 14.07 For payroll purposes, the work week commences at 12:00 midnight Sunday and finishes at 12:00 midnight the succeeding Sunday midnight.

14.08 Summer Weekend Work (Public Works Employees)

Should the Employer decide to schedule regular straight-time shifts during the months of April through and including October, it shall schedule employees to perform such work in the following order of preference:

- 1) Temporary employees with the required qualifications, experience, skill and ability, or
- 2) Casual employees with the required qualifications, experience, skill and ability
- 3) When there is an insufficient number of employees with the required qualifications, skill and ability readily available under subsections (a) and/or (b) to meet the Employer's need, permanent/regular employees having the required qualifications, experience, skill and ability may then be called in at appropriate overtime rates where applicable.

ARTICLE 15 - OVERTIME

- 15.01 (a) Regular rate of pay is defined as that rate of pay for each classification as listed in Schedule "A", Salary and Wage Schedule.
- (b) Overtime is defined as all time worked in excess of eight (8) hours per day or forty (40) hours per five (5) consecutive day week by eight (8) hour employees. Or all time worked in excess of ten (10) hours per day or forty (40) hours per four (4) consecutive day work week for ten (10) hour employees.
- 15.02 Overtime shall be paid at the rate of double (2X) the regular rate of pay for all hours worked in excess of eight (8) hours in any one (1) day, for eight hour

employees or, in excess of ten (10) hours in one day for ten (10) hour employees, except as outlined in Article 15.09.

- 15.03 Overtime worked on Saturday and Sunday will be paid at the rate of double (2X) the regular rate of pay, with a minimum of two (2) hours overtime payment.
- 15.04 Overtime worked on all statutory holidays and those holidays declared by the dominion or provincial government shall be paid at the rate of double time (2X) the regular rate of pay for all hours worked, in addition to the normal holiday pay for the day.
- 15.05 No layoff shall be made in order to offset overtime worked.
- 15.06 When mutually agreed between employee and Employer, an employee may elect to take time off in lieu of overtime pay. Such time off shall be taken off at a mutually agreeable time so that it does not interfere with normal operations. Employees must give ten (10) working days notice when requesting time off. Accumulated overtime shall not exceed one hundred and twenty (120) hours at any one time.
- 15.07 An employee who is not scheduled to work on a statutory holiday 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 (2X), plus another day off with pay at a time mutually agreed upon by the employee and Employer.
- 15.08 Any holiday declared by the Employer shall be paid at the rate of double time (2X) for all hours worked, in addition to the normal holiday pay for the day only if the declared holiday falls on a normal work day.
- 15.09 Contracted-In Capital Works Projects Overtime Provisions

When the Employer contracts in capital works projects, the parties agree to the following overtime provisions for bargaining unit members assigned to those projects: Overtime shall be paid at the rate of time and one-half (1½X) for the first two (2) hours, and at double time (2X) for all time following.

ARTICLE 16 - HOLIDAYS

16.01 The recognized statutory holidays for the purpose of this Agreement are as follows:

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

16.02 If by law or decree another day is substituted for the observance of any holiday listed in this Article, the day of observance shall be considered as the holiday insofar as payment for the listed statutory holiday is concerned.

16.03 All Permanent/Regular Full-time employees shall receive one (1) day's pay for not working on these holidays. All other employees shall receive 4.8% on each paycheque.

PROVIDED THAT the employee(s) shall have worked the last regularly scheduled shift immediately preceding the holiday and the first regularly scheduled shift following the holiday unless prevented from doing so through non-compensable illness approved by the Employer or compensable illness covered by the Workers' Compensation Board, or unless they are on approved leaves of absence as provided in this Agreement.

16.04 An employee temporarily employed at the rate of pay higher than his regular basic rate shall be paid, when entitled to pay for a statutory holiday, at the higher rate of pay providing they have been working at the higher rate for the preceding five (5) working days.

16.05 When any of the above-noted holidays fall on Saturday and/or Sunday and is not proclaimed as being observed on some other day, the following Monday, and Tuesday where applicable, shall be deemed to be the holiday(s) for the purpose of this Agreement.

ARTICLE 17 - VACATIONS

17.01 For the purpose of this Article, the calendar year shall be from January 1 to December 31, inclusive.

The word "service" in this section is construed to mean service with the Employer. All Permanent/Regular Full-Time employees of the Corporation shall be entitled to annual vacations with pay as herein set forth:

(a) Employees who complete the years of service shown under column one shall have the number of days of annual vacation with pay during that year and subsequent years as provided in column two.

(b) During their first calendar year of service, employees shall accumulate 8 hours for each completed month of employment or major fraction thereof, to a maximum of 80 hours. Employees shall receive an annual vacation equivalent to the accumulated working days at the employees' regular rate of pay.

After 1st vacation calendar year	80 hours
After 2nd vacation calendar year	120 hours
After 7th vacation calendar year	160 hours

After 16th vacation calendar year	200 hours
After 25th vacation calendar year	240 hours

All other employees will receive the following % on each paycheque:

Start	4%
After 2nd vacation calendar year	6%
After 7th vacation calendar year	8%
After 16th vacation calendar year	10%
After 25th vacation calendar year	12%

17.02 Vacations for all employees shall be taken at such time when quantity and regularity of production of the work of the Employer shall not be impaired, PROVIDED THAT the Employer shall endeavour to accommodate the employees in their desires regarding the times of their vacations.

Vacation preferences shall be based on a list of employees ranked in descending order of seniority. In the first year, the most senior employee shall have first choice as to dates of vacation and the next senior employee shall in turn have second choice of vacation dates, and so on, until all employees on the list have been accommodated. The employee at the top of the vacation list in any year shall be moved to the bottom of the list in the next year, and all other employees shall move up one position on the list. If an employee fails to exercise their choice of vacation dates in accordance with this procedure, their position will move on the list in the same manner as if they had exercised their choice.

New employees shall be placed at the bottom of the list at the time of hiring.

17.03 Gross wages shall be the total wages or salaries, including paid statutory holidays received in the vacation year.

17.04 If a statutory holiday to which an employee would otherwise be entitled falls within their annual vacation

period, they shall receive one (1) additional day of vacation with pay in lieu of the said statutory holiday.

- 17.05 An employee whose vacation entitlement is twenty (20) working days or more may carry any additional vacation time over into the succeeding vacation year, but the entire accumulated entitlement must be taken in the year following accumulation and according to the provisions of Article 17.02 above.

ARTICLE 18 - SUPPLEMENTARY VACATION

- 18.01 All employees shall receive a supplementary vacation of one (1) week only, after ten (10) years of continuous service, that one (1) week to be taken between their tenth (10th) and twentieth (20th) anniversary.
- 18.02 All employees shall receive a supplementary vacation of two (2) weeks only, after twenty (20) years of continuous service, that two (2) weeks to be taken after their twentieth (20th) anniversary and every tenth (10th) year thereafter.
- 18.03 The supplementary vacation may be taken in conjunction with the regular vacation to which the employee is entitled provided such regular vacation shall be taken in accordance with the provisions of Section 17.02.
- 18.04 The supplementary vacation must be taken prior to the employee becoming eligible for his next earned period of supplementary vacation.
- 18.05 One (1) week's supplementary vacation pay shall be equal to five (5) working days' pay at the employee's regular basic rate of pay.

ARTICLE 19 - SICK LEAVE PROVISIONS

19.01 All Permanent/Regular Full-Time employees shall be entitled to sick leave with pay on the basis of 12 hours sick leave with pay for each month of service. Unused sick leave shall be cumulative in the amount of 12 hours per month to a total of 880 hours.

Upon termination of employment or retirement of an employee, there shall be no pay-out of unused sick leave.

Employees taking sick leave shall complete a time slip and a record of illness form.

Permanent/Regular Part-Time employees receive 7.2% on each pay cheque.

19.02 A doctor's certificate must be provided by all employees taking sick leave, if the Employer so requests. Benefits under this section for five (5) or more consecutive days must have the required doctor's certificate.

19.03 It is understood and agreed that the benefits of sick leave shall not apply to an accidental bodily injury arising out of, or in the course of any employment for which the employee is entitled to remuneration under the provisions of the Workers' Compensation Act.

19.04 Supplementation of Compensation Award

An employee prevented from performing their regular work with the Employer on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Compensation Act shall receive their regular pay from the Employer, and shall have deductions of that portion of the pay not paid by the Workers' Compensation Board made from their sick leave entitlement for each day the employee is entitled to Workers' Compensation, provided the employee has the requisite number of sick leave days left to their credit

and further provided that this section shall apply only to those employees who have completed the probationary period.

The Employer shall receive the Workers' Compensation cheque and shall pay the employee their regular rate. In the event an employee does not have sufficient sick leave entitlement, the employee shall receive the Workers' Compensation cheque.

19.05 Effective January 1, 2007, Employees shall be entitled to use a maximum total of three (3) days of their annual sick leave entitlement per calendar year (January - December), irrespective of the number of individuals or incidents involved, in the case of illness of a dependent child, when no one at an employee's home other than the employee can provide for the needs of such child, or in the case of serious (life threatening) illness of other members of an employee's immediate family, as defined in Article 26.04.

19.06 Intimate Personal and Relationship Violence Leave

Where leave from work is required due to an employee and/or employee's dependent child being a victim of domestic violence, the employee shall be granted leave in each calendar year, as follows in accordance with the Employment Standards Act:

- a) Up to five (5) days of paid leave
- b) Up to five (5) days of unpaid leave, and
- c) Up to 15 weeks of additional unpaid leave.

In the event existing legislation is changed regarding domestic violence leave to provide more than five (5) days paid leave, the Employer will provide such leave consistent with the legislation.

ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES

- 20.01 The classification of employees covered by this Agreement and the wages or salaries to be paid to such employees shall be as set out in Schedule "A" attached hereto and which is hereby declared to form part of this Agreement.
- 20.02 New employees engaged on an hourly rate shall be entitled to the basic rate of pay for the appropriate classification as set out in the said Schedule "A".
- 20.03 Employees who have given long and faithful service in the employ of the Corporation and who have become unable to handle their regular jobs will be given preference for such other employment as is suitable and may be available.
- 20.04 An employee transferred to a lower-rated job classification shall continue to receive the rate of pay for their higher-rated position except in the event the employee is placed on lay-off and accepts a position as a result of bumping and/or posting into a position with a lower rate of pay. In such an event, the employee shall be paid at the rate of pay for that lower-rated position.
- 20.05 The Employer agrees that when any employee is requested or directed to temporarily perform work in a higher classification then the employee so affected shall be paid on an hourly basis at the higher rate of pay, PROVIDED THAT the said employee works one (1) or more hours at the higher-rated position.
- 20.06 Premiums for Certifications
- A premium of twenty-five cents (\$0.25) above an Employee's hourly rate of pay shall be paid to Employees for holding a valid Water and Waste Water certification that is utilized in the course of their duties within the Corporation of the Village of Burns Lake. This will be

applied up to four (4) tickets per person. The premium is excluded for Utility Operator positions.

Water and Sewer Certification is defined as the following:

Water Distribution Level I, II and III
Water Treatment Level I, II, and III
Waste Water Collection Level I, II, and III
Waste Water Treatment Level I, II, and III

20.07 Training Program

The Director of Engineering and Development Services shall institute a Voluntary Improvement Training Program whereby employees may choose to improve their abilities and opportunities for advancement. Costs of the program shall be borne by the Employer. Employees taking the course will not be paid for any off-duty time spent taking the course.

20.08 Meal Allowances

The Employer will pay a meal allowance of up to twenty dollars (\$20.00) for breakfast, up to twenty-two dollars (\$22.00) for lunch, and up to forty-three dollars (\$43.00) for dinner, or eighty-five dollars (\$85.00) per day, under the following circumstances:

- (a) When an employee is required to work continuously more than four (4) hours beyond the end of his regular scheduled shift.
- (b) When an employee on day shift is called out before 7:00 p.m. and is required to work beyond 11:00 p.m.
- (c) On days an employee is not scheduled to work, after four (4) hours and after nine (9) hours continuous work, if required to continue working after such hours.

An employee entitled to the meal allowance shall be granted one-half (1/2) hour with pay.

* Mileage to be paid as per the Employer's Expense Reimbursement Claim policy.

20.09 Standby

An employee who is required to be available on call (standby) for any emergency which may arise, shall receive four (4) hours pay at their basic wage for Saturdays, Sundays or statutory holidays, and two (2) hours at their basic wage for week days.

20.10 Call Out

A call out is defined as a call to work after an employee has gone home from their normal day's work without knowledge that they will be called back. Call out time shall be paid at two times (2X) their basic hourly rate, with a minimum of two (2) hours pay.

20.11 Reporting to Work as Scheduled

- (a) An employee reporting for work and finding no work available due to reasons beyond their control shall be entitled to two (2) hours pay at their regular rate of pay.
- (b) When an employee reports for work and starts work they shall receive four (4) hours pay at their regular rate of pay.

20.12 Pay Days

- (a) Hourly paid employees shall be paid every alternate Friday.
- (b) Employees will be paid by direct deposit.

- (c) Hourly paid employees shall be paid in full all wages due up to the Saturday prior to pay date.

ARTICLE 21 - JOB DESCRIPTIONS AND CHANGES IN CLASSIFICATIONS

21.01 Job Descriptions

The Employer shall maintain current descriptions for all bargaining unit classifications. The descriptions in place as at December 13, 2023 are deemed to be the established descriptions subject to subsequent amendments made by the Employer at its discretion. The Employer shall provide current job descriptions to any bargaining unit position within thirty (30) days of such request by the Union or within thirty (30) days of any changes made to a classification.

21.02 New and/or Changed Classifications

- i) When a new bargaining unit classification is established by the Employer, or the Employer makes a substantial permanent change to an established classification after (December 13, 2023), a new/changed job description shall be forwarded to the Union and shall become the recognized job description unless written notice of objection thereto is made by the Union within thirty (30) calendar days following its receipt of same.
- ii) Where the Union objects, it shall provide specific details of its objections which shall be limited to whether: (a) the job description accurately describes the duties and the qualifications required by the Employer; (b) the classification is properly remunerated in relation to the existing wage schedule on the basis of internal relativity and (c)

any qualifications required by the Employer are relevant.

- iii) The parties shall meet to discuss the Union's objections. If the parties fail to resolve the Union's objections within fourteen (14) calendar days after such discussions were initiated, either party may refer the matter to Arbitration for resolution under Article 8. The jurisdiction of the Arbitrator under this Article (21) shall be limited to adjudicating the three Union objections set out in section ii.

ARTICLE 22 - WELFARE BENEFITS

22.01 Pension Plan

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

22.02 Medical Plan/Vision Care

The Employer agrees to pay for one hundred percent (100%) of the monthly premium costs of the Extended Health Benefits for each employee, including eye care coverage of five hundred dollars (\$500) per employee or family member per twenty-four (24) month period with seventy-five dollars (\$75) deductible. For eye examinations for adults only up to one hundred and fifty dollars (\$150) every two years. Bill direct card (no change to current deductible amounts). No levels of Extended Health Benefits shall be reduced without the agreement of the Union in the event the employer changes the provider of the health and welfare benefits.

22.03 Dental Plan

The Employer agrees to provide dental benefits consisting of:

Plan A - basic services, one hundred percent (%100),

Plan B - prosthetics, 80/20 co-insurance; effective January 1, 2008.

Plan C - orthodontics, 80/20 co-insurance, to a lifetime maximum of three thousand dollars (\$3000) per dependent child.

Premiums are to be paid one hundred percent (100%) by the Employer.

22.04 Workers' Compensation

No employee shall be discharged while in receipt of compensation from the Workers' Compensation Board as a result of an injury or sickness arising out of his employment with the Employer, PROVIDED HOWEVER, that where an employee is unable to return to work because of a compensable illness or injury and has been granted a pension by the Workers' Compensation Board, his employment with the Employer shall be considered terminated and all municipal benefits shall cease as from the effective date of the pension.

22.05 Long Term Disability Insurance

The Employer agrees to maintain a Long Term Disability Insurance plan for employees covered by this Agreement, details of which shall be mutually agreed between the parties. The cost of the plan shall be paid one hundred percent (100%) by the Employer.

22.06 Group Life Insurance

The Employer shall provide a Group Life Insurance plan including Accidental Death and Dismemberment (AD&D), at a benefit level of One hundred thousand dollars (\$100,000).

The cost of the plan shall be paid one hundred percent (100%) by the Employer.

22.07 Alternative Therapies

The Employer shall cover 100% of the cost of alternative therapies as follows:

Chiropractor - maximum five hundred dollars (\$500) per year

Massage therapy - maximum five hundred dollars (\$500) per year

Acupuncture - maximum five hundred dollars (\$500) per year

Physiotherapy - maximum five hundred dollars (\$500) per year

ARTICLE 23 - SAFETY AND HEALTH

23.01 The parties agree to follow the health and safety regulations as set out in legislation and Worksafe BC regulations.

ARTICLE 24 - UNIFORM AND CLOTHING ALLOWANCES

24.01 The Employer will provide a suit of wet weather clothing, hipwaders, and rubber gloves for employees engaged in sewer and water operations. The Employer shall be responsible for cleaning and disinfecting all such clothing and hipwaders.

24.02 Safety goggles, face masks, fluorescent vests, safety helmets and respirators will be provided by the Employer when required to be used.

- 24.03 All clothing and safety equipment shall be furnished on a loan basis and the employee will be required to return them in good and serviceable condition, fair wear and tear excepted.
- 24.04 The Employer shall supply each regular full-time employee with two (2) pairs of coveralls per year. New coveralls will be issued upon receipt of old coveralls.
- 24.05 The Employer shall supply four (4) pairs of work gloves per year to each regular full-time employee.
- 24.06 The Employer shall provide each regular full-time Public Works and arena employee with an annual three hundred dollar (\$300) workboot allowance, which may be cumulative for two years, provided the Employer receives a receipt of purchase of new boots.
- 24.07 The Employer shall provide recreation and arena employees with two recreation shirts per year and access to winter jackets.

ARTICLE 25 - JOB SECURITY

- 25.01 Except in the case of emergency or for the purpose of giving or imparting instruction or training, no employee of the Employer excluded from the bargaining unit shall perform any work normally performed by a person in an hourly paid job.

ARTICLE 26 - APPROVED ABSENCE

- 26.01 In this Agreement approved absence includes the following:

- (a) Approved annual vacation.
- (b) Service with the Armed Forces during wartime.
- (c) Personal illness or reasons beyond the control of the employee, when reported immediately to the Employer and approved by the Employer, or any other absence approved in writing by the Chief Administrative Officer.
- (d) Any layoff not exceeding six (6) months, providing the employee returns to work within three (3) days of being called upon by the Employer.

26.02 If an employee is absent without notification for a period of one (1) day or more their employment may be terminated, unless such notification was not reasonably possible. Their absence will be considered a voluntary separation or a "quit without notice". Such termination and reason therefor shall be duly recorded on their service record.

26.03 An employee who has the honour to be elected to a full-time position as an officer of the Union or the Canadian Union of Public Employees shall be granted leave of absence without pay for a period of up to one (1) year.

26.04 Compassionate Leave

Employees shall be granted five (5) days leave of absence without loss of pay in the event of death in the immediate family. The immediate family is defined as follows:

Husband	Wife	Child
Common-law Spouse	Mother	Father
Brother	Sister	Grandmother
Grandfather	Grandchild	Spouse's Grandparents
Mother-in-law	Father-in-law	Brother-in-law

Sister-in-law Son-in-law Daughter-in-law
Aunt Uncle

Additional leave of absence without loss of pay may be granted by the Chief Administrative Officer of the Employer where the bereavement takes place outside the province. The length of such additional leave of absence shall be determined by the Chief Administrative Officer.

26.05 Pregnancy/Parental Leave

(a) Pregnancy/Parental leave shall be taken in accordance with the Employment Standards Act.

(b) Seniority Status During Pregnancy/Parental Leave

While on Pregnancy/parental leave an employee shall retain their full employment status and accumulate all benefits under this Collective Agreement.

(c) Employer Payment of Employee Benefits During Pregnancy/Parental Leave

During the period of Pregnancy/Parental leave, the Employer shall continue to pay the medical, group life insurance, and other employee benefits of this Agreement.

26.06 Paid Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority benefits to any employee who serves as a juror or witness in any court. The Employer shall pay such an employee the difference between his normal earnings and the payment he receives for jury service or court witness, excluding payment for travelling, meals or other expenses where the employee is not party to the proceedings - complainant or respondent. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as

a court witness in any matter arising out of his employment shall be considered as time worked at the appropriate rate of pay.

26.07 Education Leave

An employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his employment qualifications with prior approval of the Employer.

ARTICLE 27 - LABOUR-MANAGEMENT COMMITTEE

- a) The parties shall form a Labour-Management Committee comprising up to three (3) members appointed by the Employer and up to three (3) members appointed by the Union.
- b) The Committee shall meet on an as required basis, but not less often than every six (6) months (twice per year), provided the parties mutually agree that any such meeting is warranted because there is a particular topic to be discussed.
- c) A mutually agreeable agenda will be developed not later than seven (7) days prior to each committee meeting. Only items on the approved agenda will be discussed unless parties mutually agree otherwise.
- d) The Committee has a mandate to discuss any matter of mutual interest, other than active grievances, and to make recommendations to the parties on any such matter.
- e) The Committee will establish its own rules and procedures (such as rotating the Chair, keeping and distribution of minutes, etc.). All Committee decisions will be made on

the basis of consensus of those attending the applicable committee meeting.

- f) Union representatives on the Labour-Management Committee shall have their normal basis rate of pay maintained when they attend committee meetings during times when they would otherwise be working at straight time rates. Union representatives shall not be paid when they attend Committee meetings outside of their normally scheduled straight time hours.

ARTICLE 28 - GENERAL

- 28.01 If legal proceedings are taken against an employee whilst engaged in the scope of his employment with the Employer, in the event that the employee is found not guilty or liable in respect of such charge or proceedings, they shall be reimbursed by the Employer for legal expenses incurred in their defence against such proceedings.
- 28.02 Whenever the singular or masculine is used throughout this Agreement, the same shall be construed as meaning the plural or feminine. Unless otherwise herein specifically provided, Union activities shall not be pursued during working hours.
- 28.03 All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement but may be modified by mutual agreement between the Employer and the Union.
- 28.04 Every employee shall provide a photocopy of his/her valid B.C. Driver's Licence on January 1 and July 1 of each year.
- 28.05 As early as possible before each regular Council meeting, the Employer will provide the electronic link for the Union's President or designate to access the package of

material & information, including reports and recommendations, that is made available to the public generally (not in-camera material).


ARTICLE 29 - TERMS OF AGREEMENT

29.01 This Agreement shall take effect from January 1, 2024 and shall remain in effect until December 31, 2026. This Agreement shall automatically be renewed thereafter unless either party hereto shall give notice as provided for in the BC Labour Code, requiring the other party to commence collective bargaining.

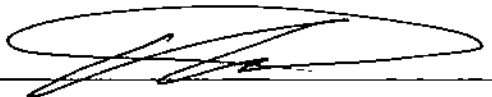
IN WITNESS WHEREOF the Corporate Seal of the Corporation of the Village of Burns Lake has been hereunto affixed, and this Agreement has been executed by the duly authorized officers of the Employer and the Union the day and year below written.

The CORPORATE SEAL of the CORPORATION OF THE VILLAGE OF BURNS LAKE was hereunto affixed

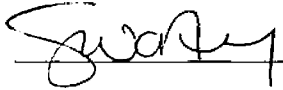
Signed by the President and Vice-President of the CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2062:



MAYOR



PRESIDENT



CHIEF ADMINISTRATIVE OFFICER



VICE-PRESIDENT

THIS AGREEMENT made this 1 day of January, A.D. 2024

THE CORPORATION OF THE VILLAGE OF BURNS LAKE

SCHEDULE "A"

SALARY AND WAGE SCHEDULE

	(5.0%) Jan 1/24	(5.0%) Jan 1/25	(4.0%) Jan 1/26
Seasonal Labourer/Student	\$19.73	\$20.72	\$21.54
Labourer	\$28.22	\$29.64	\$30.82
Truck Driver	\$35.07	\$36.82	\$38.30
Refuse Truck Driver	\$35.07	\$36.82	\$38.30
Utility Worker	\$36.93	\$38.77	\$40.33
Utility Worker with Level I	\$37.22	\$39.08	\$40.65
Utility Worker with Level II	\$37.59	\$39.47	\$41.05
Utility Worker with Level III	\$37.97	\$39.87	\$41.46
Equipment Operator 1	\$37.01	\$38.86	\$40.42
Equipment Operator 2	\$37.74	\$39.62	\$41.21
Working Foreman	\$38.45	\$40.37	\$41.99
General Foreman	\$39.22	\$41.18	\$42.83
Equipment Operator/Equipment Foreman*	\$38.45***	\$40.37***	\$41.99**
Utility 2/Working Foreman**	\$54.81	\$57.55	\$59.85
Recreation Facility Maintenance Worker	\$30.43	\$31.95	\$33.23
Recreation Facility Foreman	\$37.00	\$38.85	\$40.40
Recreation Facility & Parks Labourer	\$28.76	\$30.20	\$31.41
Recreation Supervisor	\$28.76	\$30.20	\$31.41
Seasonal Arena Attendant 1	\$20.03	\$21.04	\$21.88
Recreation Clerk/Programmer	\$20.03	\$21.04	\$21.88
Recreation Assistant	\$24.03	\$25.24	\$26.25

It is agreed that the Working Foreman classification shall be paid not less than fifty cents (\$.50) per hour more* than the Equipment Operator II classification.

* The Equipment Operator/Equipment Foreman position applies to the Incumbent as of August 27, 2019 (Rick Hiebert). Upon termination of the employment of the incumbent, The Equipment Operator rates shall apply and there will not be an Equipment Foreman Position unless negotiated by the parties.

** The Utility 2/Working Foreman position applies to the incumbent as of July 25, 2018 (Chris Harms). Upon termination of the employment of the incumbent, the Working Foreman and General Foreman rates shall apply to all future vacant positions.

*** Modified from the original signed document to reflect the correct wage rates. July 7, 2020.

THE CORPORATION OF THE VILLAGE OF BURNS LAKE

SCHEDULE "B"

MODIFIED WORK SCHEDULE

This Schedule "B" establishes the Modified Work Schedule for members of the Utility Crew (Utility Worker, Utility worker I and Utility worker II classifications), as follows:

- a) Members of the Utility Crew shall be scheduled to work four (4) ten-hour shifts from 7:00 am to 5:30pm. The recognized shifts will be Monday to Thursday, and Thursday to Sunday and preference for shift assignments will be based on seniority.
- b) The Utility Crew members' who are assigned to one of the above recognized shifts will be required to field after hour utility related calls on the days they are scheduled to work and the provisions of Article 20.08 shall not apply. However, assigned members of the utility crew may elect to have another member perform a required call-out or field calls and Article 20.08 does not apply. When a regular member of the utility crew is absent and replaced by another employee, the replacement employee shall also perform required call-outs and or field calls on the same basis as the regular incumbent and Article 20.08 does not apply.
- c) The members who provide call-out and or Standby must be located within ten minutes of the Sewer Lift Station on Pioneer Way.
- d) Employees working the extended shift shall be paid overtime after working ten (10) hours on a regularly scheduled workday and after working (40) hours in any week.
- e) Shift differential shall apply as per 14.01 (c).
- f) Sunday premium shall apply as per article 14.04.

- g) Employees working the extended shift shall receive two (2) rest periods per shift as per article 14.05.
- h) Employees working the extended shift shall receive ten (10) hours pay for statutory holidays not worked. They shall be paid the applicable overtime rate for all hours worked on a statutory holiday, plus they shall receive an additional day off with pay in lieu of such holiday.
- i) Employees working the extended shift shall have their vacation and supplementary vacation entitlements converted to hours (i.e. 1 day = 10 hours). When they take a day off for vacation or supplemental vacation purposes, they shall have ten (10) hours deducted from their vacation or supplemental vacation entitlement.
- j) Employees working the extended shift shall have their sick leave entitlements converted to hours (i.e. 1 day = 10 hours). When they take a day of on sick leave they shall have (10) hours deducted from their hourly sick leave entitlement.
- k) All other articles of the collective agreement, if any, that grant benefits in any days shall be converted to hours on the basis of ten (10) hours per day for employees working the extended shifts under this letter.
- l) This schedule varies the provisions of the collective agreement, particularly applicable provisions of articles 14, 15, 16, 17, 18 and 19. Where any provision of the collective agreement conflicts with this Schedule, the terms of this Schedule shall take precedence.

