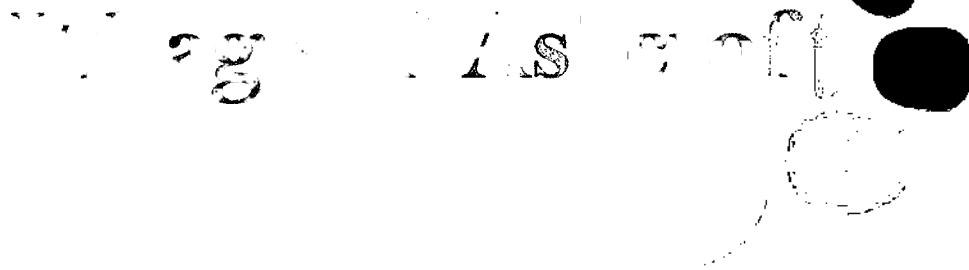


**COLLECTIVE AGREEMENT**

BETWEEN

**VILLAGE OF ASHCROFT**

The Corporation of the



AND

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO 900**

***CUPE***

**JANUARY 1, 2022 – DECEMBER 31, 2025**

# TABLE OF CONTENTS

<b>ARTICLE 1 - PREAMBLE</b> .....	<b>1</b>
<b>ARTICLE 2 – UNION RECOGNITION</b> .....	<b>2</b>
<b>ARTICLE 3 – NO DISCRIMINATION</b> .....	<b>3</b>
<b>ARTICLE 4 – UNION SECURITY</b> .....	<b>3</b>
<b>ARTICLE 5 - CHECK-OFF OF UNION DUES</b> .....	<b>3</b>
<b>ARTICLE 6 - NEW EMPLOYEE FAMILIARIZATION</b> .....	<b>4</b>
<b>ARTICLE 7 - LABOUR MANAGEMENT NEGOTIATIONS</b> .....	<b>4</b>
<b>ARTICLE 8 - SENIORITY</b> .....	<b>6</b>
<b>ARTICLE 9 - TERMINATION</b> .....	<b>7</b>
<b>ARTICLE 10 - PROMOTIONS AND STAFF CHANGES</b> .....	<b>10</b>
<b>ARTICLE 11 - GRIEVANCE AND ARBITRATION PROCEDURE</b> .....	<b>14</b>
<b>ARTICLE 12 - HOURS OF WORK</b> .....	<b>16</b>
<b>ARTICLE 13 - OVERTIME</b> .....	<b>17</b>
<b>ARTICLE 14 - HOLIDAYS</b> .....	<b>18</b>
<b>ARTICLE 15 - ANNUAL VACATIONS</b> .....	<b>19</b>
<b>ARTICLE 16 - LEAVE OF ABSENCE</b> .....	<b>21</b>
<b>ARTICLE 17 - PAYMENT OF WAGES AND ALLOWANCES</b> .....	<b>24</b>
<b>ARTICLE 18 – JOB RECLASSIFICATION</b> .....	<b>28</b>
<b>ARTICLE 19 - WELFARE BENEFITS</b> .....	<b>28</b>
<b>ARTICLE 20 - GENERAL CONDITIONS</b> .....	<b>30</b>
<b>ARTICLE 21 - VIDEO DISPLAY TERMINALS (VDT)</b> .....	<b>32</b>
<b>ARTICLE 22 - RESOLUTIONS AND REPORTS OF THE EMPLOYER</b> .....	<b>32</b>
<b>ARTICLE 23 - TECHNOLOGICAL CHANGE</b> .....	<b>33</b>
<b>ARTICLE 24 - DEFINITIONS OF LABOUR CLASSIFICATIONS</b> .....	<b>33</b>
<b>ARTICLE 25 - GENERAL</b> .....	<b>33</b>
<b>ARTICLE 26 - SEASONAL/TEMPORARYEMPLOYEES</b> .....	<b>33</b>
<b>ARTICLE 27 - TERM OF AGREEMENT</b> .....	<b>35</b>
<b>“SCHEDULE 1”</b> .....	<b>36</b>
<b>“SCHEDULE 2”</b> .....	<b>37</b>
<b>LOU #1 – BYLAW OFFICER (TERM)</b> .....	<b>43</b>
<b>LOU #2 – ECONOMIC DEVELOPMENT &amp; TOURISM COORDINATOR</b> .....	<b>44</b>
<b>APPENDIX “1”</b> .....	<b>45</b>
<b>APPENDIX “2”</b> .....	<b>46</b>
<b>APPENDIX “3”</b> .....	<b>47</b>
<b>APPENDIX “4”</b> .....	<b>49</b>

**AGREEMENT BETWEEN:**

**THE CORPORATION OF THE VILLAGE OF ASHCROFT,**

A body corporate under the provisions of the "*Community Charter*" of  
The Province of British Columbia  
(hereinafter called the "*Employer*")

AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 900,**

Chartered by the Canadian Union of Public Employees and affiliated with  
The Canadian Labour Congress  
(hereinafter called the "*Union*")

**ARTICLE 1 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, etc.;
- 3) To encourage efficiency in operation;
- 4) To promote the morale, well-being and security of all employees in the bargaining unit of the Union; and
- 5) Management and Union liaison persons will meet no less than once every two (2) months during the term of this contract.

**NOW THEREFORE**, the parties hereto agree as follows:

The Union agrees that the Employer has the right and responsibility to manage the affairs of the Village, including but not limited to, the following insofar as they do not contravene the terms of this Agreement:

- 1) To plan, direct and control operations, to determine the methods, procedures, equipment and other matters concerning Village operations, to determine the location of facilities and the extent to which these facilities or parts thereof shall operate.
- 2) Subject to the grievance procedure, to hire, promote, demote, classify, transfer, assign, reassign and layoff employees, and discipline, suspend and discharge employees for just cause, and to retire an employee at the prescribed retirement age as in the Public Sector Pension Plans Act. A claim that an employee has been disciplined, suspended or discharged without just cause may be the subject of a grievance procedure hereinafter described.

- 3) The selection of supervisors shall be entirely a matter for the Employer's decision.
- 4) To make and alter from time to time rules and regulations to be observed by all employees, subject to Articles 2.C.2 and 22.A.
- 5) It is expressly understood that all such rights and responsibilities not specifically covered by this agreement shall remain the exclusive rights and responsibilities of the Employer.

## **ARTICLE 2 UNION RECOGNITION**

- A) The Employer recognizes the Union as the exclusive representative for the purpose of conducting collective bargaining regarding rate of pay, hours of work and all other working conditions of employees covered by the agreement;

And the Employer will continue to so recognize the Union as long as the Union retains its right to conduct collective bargaining on behalf of such employees under the law.

- B)
  - 1) The term "*employee*" as used in and for the purpose of this agreement shall include all employees in the bargaining unit as defined by the Labour Relations Board of British Columbia but shall not include the following Department Heads: Chief Administrative Officer, Corporate Officer, Deputy Corporate Officer, Chief Financial Officer and Public Works Superintendent.
  - 2) "*Regular employee*" shall mean a person who has passed their initial probation period of three (3) calendar months from the date of appointment and work a regularly scheduled shift in a permanent position.
  - 3) "*Probationary employee*" shall mean a person serving an initial probation period of three (3) calendar months from the date of appointment to determine suitability for employment as a permanent employee in the position applied for.
  - 4) "*Seasonal and/or Temporary employee*" shall mean an employee who works on a part-time basis on a regular schedule and has successfully completed a probationary period. These employees' seniority and recall rights will apply to this classification only. Benefits and wages will be negotiated with job description.
  - 5) "*Casual employee*" shall mean an employee who has been hired for emergency purposes or temporary purposes not exceeding ten (10) days. A casual employee is neither a full-time or part-time employee.

C)

- 1) It is further agreed that, except for incidental or emergent situations and except for employees of a bona fide contractor who are not in a 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.
- 2) The Employer agrees to advise the Union of any recommendation which would seriously affect the existing working conditions and benefits of its employees.
- 3) No regular employee shall be laid off in the event of contracting or sub-contracting out.

### **ARTICLE 3 NO DISCRIMINATION**

The Employer, its servants and agents, agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, discipline or discharge by reason of their membership or activity in a labour union.

### **ARTICLE 4 UNION SECURITY**

Every employee who is now, or hereafter becomes a member of the Union shall maintain their membership in the Union as a condition of their employment, and every new employee whose employment commences hereafter shall apply for and maintain their membership in the Union as a condition of their employment. This clause in no way alters the intent of Article 8 (Seniority) of the agreement.

### **ARTICLE 5 CHECK-OFF OF UNION DUES**

- A) The Employer agrees to the compulsory check-off of all Union Dues as established by the Union in accordance with its constitution and/or bylaws, as a condition of employment. Said dues to be paid and deducted monthly and forwarded to the Union Treasurer with a list of those paying dues, the amount each pays and the amount of hours each worked. These dues are to be postmarked by the 10<sup>th</sup> of the month following the month of deduction.
- B) On his/her first (1<sup>st</sup>) day of employment, in accordance with Article 4 (Union Security) of this agreement, the employee shall sign a Union Dues Check-off Card in the following form:

"I, the undersigned, hereby authorize and request my employer, The Corporation of the Village of Ashcroft, to deduct from my salary the appropriate initiation fee, and bi-weekly, an amount equal to the current dues and/or assessments as established from time to time by Local No. 900.

The money thus deducted is to be remitted monthly to the Treasurer of the Local, who will keep the Union Management advised of the total amount of my above-mentioned deductions to the Union."

\_\_\_\_\_  
(signature of employee)

\_\_\_\_\_  
(witness)

\_\_\_\_\_  
(date)

## **ARTICLE 6 NEW EMPLOYEE FAMILIARIZATION**

The Employer and the Union Local Unit Chairman agree to acquaint new employees with the fact that an agreement between the parties is in effect, and with the conditions of employment set out in Articles 4 and 5 dealing with Union Security and Dues Checkoff.

The Employer will print the contract, and the Employer and the Union will share the cost of printing the Union Contract in order that they may be given to all employees by the Employer at the time of starting employment.

## **ARTICLE 7 LABOUR MANAGEMENT NEGOTIATIONS**

### **A) BARGAINING COMMITTEE**

A Bargaining committee shall be appointed and consist of not more than three (3) members of the Employer, as appointees for the Employer, and not more than three (3) members of the Union as appointees for the Union. The Union shall advise the Employer of the Union nominees to the Committee at any time during the final year of the agreement and vice versa however the notice shall not be less than three (3) months prior to contract expiry.

## **B) FUNCTION OF BARGAINING COMMITTEE**

The Bargaining Committee shall meet to discuss the renewal of the Collective Agreement or any other matters which may be referred to it under the terms of this agreement.

## **C) BARGAINING COMMITTEE MEETING**

In the event of either party wishing to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement, such meeting shall be arranged within ten (10) calendar days after the request has been made.

## **D) TIME OFF FOR MEETINGS**

Any representative of the Union on this Bargaining Committee, who is in the employ of the Employer, shall have the privilege of attending meetings of the Committee held within working hours without loss of remuneration.

## **E) REPRESENTATIVES**

The Union and the Employer shall have the right at any time to have the assistance of a representative when dealing or negotiating.

## **F) LABOUR/MANAGEMENT COMMITTEE**

- 1) This committee provides a forum in which Union and Management concerns, or problems, may be addressed and discussed informally outside of the legislated negotiations, or grievance procedures.
- 2) The committee shall endeavour to establish and maintain harmony between the municipality and its employees, establish a means of open communication, solve problems and provide feedback on management practices and labour activity. Without prejudice to the position of the Union or the Municipality may wish to take in the future as to the desirability of having subjects dealt with by the provisions of this Agreement, following subjects, as they affect employees covered by the Agreement, shall be regarded as appropriate subjects of mutual consultation during the term of this Agreement:
  - a) implementation of Agreement terms;
  - b) implementation of Council policies;
  - c) implementation of work methods and procedures
  - d) implementation of alternate hours of work;
  - e) such other subjects as may be of mutual interest to the Corporation and the Union.
- 3) The committee shall be comprised of a maximum of two (2) Union representatives, and two (2) management representatives. Other persons may be brought in to provide additional information on specific issues.

- 4) Chairing of the meeting shall be rotated by the Union and Management each meeting;
- 5) An agenda from each monthly meeting will be circulated one (1) week prior to the date of the meeting.
- 6) Meetings shall be scheduled at least once every thirty (30) days, or at the call of either party with at least twenty-four (24) hours notice.
- 7) These meetings shall be done on Employer time.
- 8) Minutes of each meeting shall be kept and signed off by both parties.

## **ARTICLE 8 SENIORITY**

A)

### **1) SENIORITY LIST**

Seniority is defined as the length of service in the bargaining unit. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the workforce and recall, as set out in other provisions of this agreement.

Seniority shall operate on a bargaining unit-wide basis.

- 2) The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

### **B) SENIORITY FOR NEW EMPLOYEES**

Newly hired employees shall be considered on a probation for a period of three (3) calendar months from date of hiring. The employment of such employees may be terminated at any time during this period of three (3) calendar months. After satisfactory completion of the probation period, seniority shall be effective from the original date of employment.

### **C) SENIORITY DURING ABSENCE**

An employee shall not lose seniority and will continue to accrue seniority if they are absent from work because of sickness, disability, accident, maternity, paternity, compassionate care leave, or leave approved by the Employer. An employee shall not lose seniority but will not continue to accrue during layoff.

An employee shall only lose his/her seniority in the event:

- 1) They are discharged for just cause and is not reinstated.
- 2) They resigned in writing and does not withdraw the resignation within two (2) days.

- 3) They fail to return to work within ten (10) working days following a layoff and after receiving notice by registered mail to do so, unless through sickness or other just cause. The refusal of an employee to accept recall to such employment will not result in termination of seniority and will not prejudice his/her right to recall in future. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current employer reasonable notice of termination in order to accept the recall.

An employee shall retain his/her seniority for the following terms:

- 1) From the commencement of their seniority and up to five (5) years employment, they shall maintain their full seniority for twelve (12) months from their last day of employment.
- 2) More than five (5) years employment, they shall maintain their full seniority for eighteen (18) months from their last day of employment.

**D) SENIORITY DURING TRANSFERS TO SUPERVISORY POSITIONS OUTSIDE THE BARGAINING UNIT**

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to such a position, they shall retain their seniority accumulated up to the date of leaving the unit but will not accumulate any further seniority.

Such employee shall have the right to return to their last held position within the bargaining unit at any time during their trial period, which shall be a maximum of one (1) year.

However, if the transferred employee, after the trial period, transfers back to a non-supervisory position, the employee may transfer only to a position that is open and that they have the necessary skills to carry out. When an employee transfers back to a position in the bargaining unit, the employee must be paid the wage of the job they are performing according to "Schedule 1". Where the position transferred to is not covered by "Schedule 1", then Article 18 (Job Reclassification) will come into effect. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

**ARTICLE 9 TERMINATION**

**A)**

**1) LAYOFFS AND RE-HIRING PROCEDURES**

Both parties recognize that the job security should increase in proportion to length of service. Therefore, in the event of a layoff,

employees shall be laid off in reverse order of their seniority provided that those employees retained are qualified to do the work.

Employees shall be recalled in order of their seniority, provided they are qualified to do the work; provided also that, in the case of layoffs, the Union agrees that where the next junior employee is retained to complete a job in progress, the retaining of their services for a period not exceeding five (5) working days shall not be considered a violation of the agreement, and provided that employees laid off have not been doing similar work.

## **2) NOTICE OF LAYOFF**

In the event of a reduction in the work force, the Employer shall serve written notice on those employees who will be laid off, as follows:

- A) **full-time employees** – not later than ten (10) working days prior to the effective date of layoff.
- B) **other employees** – not later than five (5) working days prior to the effective date of the layoff.
- C) where a recall from layoff is for a pre-determined temporary period of less than ten (10) working days, no notice shall be required in the subsequent layoff.
- D) the provisions of this clause shall not apply where the layoff is due to inclement weather or emergency conditions beyond the control of the Employer.

## **3) CONTINUATION OF BENEFITS**

In cases of layoffs, the Employer agrees to maintain the payment of monthly premiums to the approved medical plan for the maximum of three (3) months. The medical plan is to consist of Medical Services Plan, Pacific Blue Cross – Extended Health Care and Dental Plan, Canada Life – Group Insurance, Accidental Death and Dismemberment, Weekly Indemnity Insurance and Long Term Disability Insurance.

## **4) AMALGAMATION, REGIONALIZATION AND MERGER PROTECTION**

In the event the Employer merges or amalgamates with any other body, the Employer undertakes to ensure that, between the time an amalgamation, regionalization or merger takes place and a new collective agreement is reached:

- A) Employees shall be credited with all seniority rights with the new employer.
- B) All service credits relating to vacation with pay, sick leave credits and all other benefits shall be recognized with the new employer.

- C) All work and services presently performed by members of the Canadian Union of Public Employees shall continue to be performed by CUPE Members with the new employer.
- D) Conditions of employment and wage rates for the new employer shall be equal to the best provisions in effect with the merging employers.
- E) No employees shall suffer a loss of employment as a result of a merger.
- F) Preference in location of employment in the merged Municipality shall be on the basis of seniority.

**5) RECALL**

In recalling employees who have been laid off, the following terms and conditions shall apply:

- A) No new employees shall be hired following a layoff until those employees who were laid off have been given a reasonable opportunity of recall as detailed below.
- B) Subject to the provision below, laid off employees shall be recalled in order of seniority, and shall retain their right to be recalled as outlined in Article 8.C.
- C) Laid off employees shall be responsible for ensuring that the Employer is notified of their most current mailing address and telephone number.
- D) In recalling laid off employees, the Employer shall advise the employee by registered mail addressed to the latest mailing address provided by the employee.

**B) DISCHARGE AND SUSPENSION**

- 1)** A regular employee may be suspended or discharged for just cause and only upon the authority of the Employer through its properly designated supervisor.

**2) PICKET LINE PROTECTION**

An employee who refuses to cross a Union picket line in any situation shall not be dismissed for that reason. Once a Union picket line has been declared illegal by the judicial system, employees shall have a twenty-four (24) hour period to receive this advice and return to work.

**3) GRIEVANCE PROCEDURE FOR WRONGFUL DISMISSAL**

An employee considered by the Union to have been wrongfully discharged or suspended shall be entitled to a hearing under Article 11, Grievance Procedure.

Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.

**4) REINSTATEMENT**

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

**C) VOLUNTARY TERMINATION**

Whenever possible an employee who intends to terminate his/her services with the Employer shall give notice in writing to the extent of seven (7) calendar days if employed by the hour, or thirty (30) calendar days if employed by the month.

**ARTICLE 10 PROMOTIONS AND STAFF CHANGES**

**A) JOB POSTING**

Prior to filling any staff changes or promotions covered by the terms of this agreement, the Employer shall post notice on all bulletin boards for a minimum of seven (7) working days in order that all members will know about the position and be able to make written application therefore. The Employer agrees where possible to notify employees who may be absent due to sickness, vacation or leave of absence of all job postings. Any temporary job promotions shall be posted on all bulletin boards for a minimum of three (3) working days.

**B) INFORMATION IN POSTINGS**

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range. Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner. All Job Postings shall state "This position is open to male and female applicants."

**C) NO OUTSIDE ADVERTISING**

No outside advertisement for any vacancy of a full-time position shall be placed until after job postings have been provided to the Union for a period of two (2) weeks. Union posting of a temporary/seasonal position may be waived, by mutual agreement of the parties. Upon mutual

agreement by both the Union and Management, outside advertising may be done concurrently with the two (2) week internal posting.

**D) ROLE OF SENIORITY IN PROMOTIONS, TRANSFERS/STAFF CHANGES**

In making staff changes, the Employer shall use knowledge, skill and ability as the prime requisites in selecting the applicant. Only if two (2) applicants have equal knowledge, skill and ability will the seniority clause be used; except with the Chief Operating Engineer, the most senior qualified person scheduled in the Drylands Arena will be given the right of first refusal each season. In the event the most senior qualified person scheduled in the Drylands Arena refuses then the next qualified person scheduled in the Drylands Arena that season will be given the opportunity before it is made available to qualified employees not scheduled in the Drylands Arena.

Both parties recognize:

- 1) The principle of promotion within the service of the Employer.
- 2) That job opportunity should increase in proportion to length of service.

**E) TRIAL PERIOD**

The successful applicant shall be notified of their appointment within one (1) month following the end of the interviewing period. They shall be given a trial period of three (3) months, during which time they will receive the necessary orientation for the position.

The Employer shall not curtail the probation period without just cause, before it has run its full course. Conditional on satisfactory service, the employee shall be declared permanent after the period of three (3) months.

In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties for the new job classification, they shall be returned to their former position, wage or salary rate without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate without loss of seniority.

**F) NOTIFICATION TO EMPLOYEE AND UNION**

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on all bulletin boards.

The Employer shall provide on request to all senior applicants who have been denied promotion or transfer, a full written explanation and notification of any weakness in their qualifications.

The Union shall be notified in writing of all promotions, demotions, hirings, layoffs, transfers and/or temporary placements, recalls, resignations, retirements, death or other terminations of employment.

### **G) PROMOTIONS REQUIRING HIGHER QUALIFICATIONS**

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

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

### **H) ON THE JOB TRAINING**

The Employer shall inaugurate and maintain a system of "on-the-job" training so that every employee shall have the opportunity to receive training and qualify for the promotion or transfer in the event of a vacancy arising. Accordingly, employees shall be allowed opportunities to learn the work of higher or equal positions during regular working hours by working together with senior employees for temporary periods, without affecting the salary or pay of the employees concerned.

Except where the Union and the Employer have jointly agreed to an Affirmative Action Plan to redress inequities, such opportunities for training shall be allocated according to the seniority provisions of this agreement.

Job training shall only take place when the senior employee is present and is instructing the trainee.

### **I) TRAINING COURSE**

For the purposes of this Article a training course is defined as any educational course, any training course or any convention or conference.

The Employer shall post any training courses and experimental programs for which employees may be selected. The bulletin shall contain the following information:

- 1) Type of course (subjects and material covered).
- 2) Course details.
- 3) Minimum qualifications required by applicant.

The bulletin shall be posted for a period of two (2) weeks on bulletin boards in all Departments to afford all interested employees an opportunity to apply for such training.

Except where the Union and the Employer have jointly agreed to an Affirmative Action Plan to redress inequities, the qualified applicant with the greatest seniority shall be selected.

Where the Employer has approved an employee's enrolment in a training course such employee shall be granted leave with pay to attend such courses and/or exams.

Any approved training or education courses that require travel outside the boundaries of the municipality the following applies:

- Travel time will be paid at regular hourly rates and considered regular time worked.
- Course time is defined as educational or instructional time.
- Course time will be paid at regular hourly rates and considered regular hours.
- Whenever possible the Employer shall provide time during regular working hours for travel to and from instructional leave courses. Instructional leave on weekends will not result in overtime or a shift differential. Any accumulated travel and course time in excess of eight (8) hours for outside and seven (7) hours for inside workers in a single day will be paid as regular time or may be banked hour for hour by the employee. Any educational leave banked time will be recorded separate from regular banked time.
- Any travel or course time that results in more than forty (40) hours for outside and thirty-five (35) hours for inside workers in a given pay period will be paid as regular time or may be banked hour for hour by the employee. Any educational leave banked time will be recorded separate from regular banked time.
- Article 13: Overtime does not apply to extra hours accumulated under this section.

## **J) INSTRUCTIONAL COURSES**

The Employer agrees to pay the full cost of any course of instruction required by the Employer for any employee to better qualify the employee to perform their job. Such payments shall be made upon successful completion of the course.

In addition any other courses that are available shall be posted so all employees may apply for upgrading.

## **ARTICLE 11 GRIEVANCE AND ARBITRATION PROCEDURE**

- 1) For the purpose of this Article, "days" refers to days actually worked by the grievor, or days that the grievor was scheduled to work; in the case of suspended or discharged grievors, "days" refers to the days that the grievor would otherwise have been scheduled to work.
- 2) Group grievance, Union grievance, Employer grievance and grievance involving discharge and suspension of an employee may be initiated at Step 3 – all others must be initiated at Step 1.
- 3) The appropriate Shop Steward may be present at any time and not more than two (2) members of the Grievance Committee may also be present at ensuing steps. The grievor may, at their own discretion, be present at any or all steps of the grievance procedure. With the permission of their immediate Supervisor, the appropriate Shop Steward may be allowed to take time without loss of wages during regular working hours to attend to grievances, complaints, or investigation of grievances. Permission is to be given to the Shop Steward within one (1) hour of asking: such permission is not to be unreasonably withheld. If a Shop Steward is not present at an initial discussion between an employee and the Supervisor, such discussion will not constitute Step 2 of the grievance procedure.

### **A) GRIEVANCE COMMITTEE**

The Employer acknowledges the right of the Union to appoint, or otherwise select, a Grievance Committee of up to three (3) members. The personnel of such committee shall be communicated to the Employer.

### **B) GRIEVANCE**

Should a dispute arise between the Employer and any employee or employees, or between the Employer and the Union, regarding the interpretation, application, operation or any alleged violation of this agreement, including any question as to whether any matter is arbitrable, an earnest effort shall be made to settle the dispute in the following manner:

#### **STEP 1:**

The Union shall submit the grievance in writing to the Chairman of the Grievance Committee not later than thirty (30) calendar days after the alleged grievance has arisen.

#### **STEP 2:**

The grievor, Shop Steward and the grievor's immediate supervisor and/or department head will make a sincere effort to solve the differences between them.

### **STEP 3:**

- A) ***Normal grievance***, if settlement under STEP 2 is not reached within two (2) days, the grievor will have an additional four (4) days to submit the grievance in writing to the Employer designate. Within fifteen (15) calendar days the Employer will arrange and hold a grievance meeting.
- B) ***Group grievances, Union grievances, Employer grievances*** shall be submitted to the other party in writing within two (2) calendar months of the alleged violation and a grievance meeting arranged within seven (7) calendar days.
- C) ***Discharge and Suspension grievances*** shall be submitted to the other party in writing within seven (7) days of the discharged or suspension.

### **STEP 4:**

If settlement is not reached under STEP 3 within five (5) days, then Council must meet within the next five (5) days to consider the grievance. Both Union and Management have the right to make a presentation to Council at that meeting.

### **STEP 5:**

If settlement is not reached within five (5) days of the first (1<sup>st</sup>) meeting of Council under STEP 4, either party has a further thirty (30) days to advise the other party in writing of their intention to proceed to arbitration.

Upon the establishment of a Board of Arbitration, the Employer shall appoint one (1) member to this Board, and the Union shall appoint one (1) member to this Board, and these two (2) appointees shall agree upon a chairman. In the event that these two (2) appointees cannot agree upon a Chairman, the Minister of Labour shall appoint a Chairman. The report of this Board of Arbitration shall be final and binding to the parties but shall not have the power to change the terms of the agreement.

- A) Grievances and all replies to grievances shall be in writing at all stages.
- B) Grievances settled satisfactorily within the time allowed shall date from the time that the grievance was filed in STEP 2.
- C) The Employer shall supply the necessary facilities for the grievance meetings.
- D) All time limits fixed by this Article may be extended by mutual agreement between both parties.
- E) At any stage of the grievance procedure, the parties may have the assistance of the employee(s) concerned as witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance without loss of pay for time so spent.

## **ARTICLE 12 HOURS OF WORK**

### **A) HOURS OF WORK**

The normal work week for hourly paid outside employees shall consist of five (5) consecutive eight (8) hour days, Monday to Friday inclusive. The normal work week for hourly paid office staff will be five (5) consecutive seven (7) hours days, Monday to Friday inclusive.

The hours of work for outside employees shall be eight (8) hours to be worked in not more than nine (9) hours in a day. Such normal hours shall be worked between 7:00 a.m. and 6:00 p.m.

The hours of work for office staff shall be seven (7) hours to be worked in not more than eight (8) hours in a day. Such normal hours shall be worked between 7:00 a.m. and 5:00 p.m.

The Employer agrees to post the working schedule for regular employees at least three (3) calendar days in advance of the start of a new shift. A special shift shall be permitted for arena staff during the ice season, and for outside employees for emergencies or inclement weather. Normal repairs to, or normal maintenance of, Village facilities shall not constitute an emergency. This special shift will remain in effect only during the seasonal or emergency period.

### **B) MINIMUM HOURS**

In the event of an employee starting work in any day and being sent home before they have completed eight (8) hours, they shall be paid for eight (8) hours. In the event of stoppage or suspension of work due to inclement weather, they shall be paid for four (4) hours, or the number of hours worked, whichever is greater. In the event that any employee reports to work but is sent home before commencing work, they shall be paid for four (4) hours at regular rates.

The Employer and the Union shall work together towards a shorter work week.

### **C) REST PERIODS**

All employees shall be permitted a fifteen (15) minute rest period in both the first (1<sup>st</sup>) and second (2<sup>nd</sup>) half of the shift. Employees shall be permitted to leave the job location if they so desire.

### **D) SUMMER HOURS**

Summer hours may be implemented during the course of this agreement to comply with daylight saving time.

**E) SEWER TREATMENT PLANT (DEWATERING)**

In addition to Article 12.B., there shall be paid to the Sewer Treatment Plant Operator #1, or #2, a one-half (1/2) hour paid lunch time, on those occasions when uninterrupted dewatering is underway.

**F) WATER TREATMENT PLANT - CLEAN IN PLACE (CIP)**

In addition to Article 12.B., there shall be paid to the Water Treatment Plant Operator #1, or #2, a one-half (1/2) hour paid lunch time, on those occasions when uninterrupted CIP is underway.

**G) ASHCROFT MUSEUM AND DRYLANDS ARENA**

Employees assigned to work in the Drylands Arena and the Ashcroft Museum will be paid a one-half (1/2) hour lunch break only if the schedule of users, and/or scheduling of other employees, prevents the employee from leaving the workplace.

**ARTICLE 13 OVERTIME**

**A) OVERTIME RATES ON WEEKDAYS**

All time worked beyond the scheduled workday shall be deemed to be overtime. Overtime shall be paid at double (2X) time. Employees shall be permitted to bank overtime up to a maximum of one hundred twenty (120) hours.

Overtime work shall be on a voluntary basis, divided equally between employees who are willing and qualified to perform the work. The Employer shall keep overtime to a minimum.

Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a time selected by the employee and agreed to by the Employer. One (1) week's notice is required when applying for time off.

- 1) Such overtime banked in each calendar year shall be either taken off as holidays by October 31<sup>st</sup> in the next calendar year or be paid out in cash.
- 2) Banked overtime shall have no effect on scheduled and approved holiday leave.

**B)** Any employee required to work on his/her first (1<sup>st</sup>) weekly day of rest shall be paid double (2X) time.

**C)** Any employee required to work on his/her second (2<sup>nd</sup>) weekly day of rest or on a statutory holiday shall be paid double (2X) time for all hours so worked. The double (2X) time will be in addition to the statutory holiday pay to which he/she might be entitled.

**D)** Overtime rates shall not be paid more than once for the same hours worked and shall be paid in one half (1/2) hour increments.

**E) NO LAYOFF TO COMPENSATE FOR OVERTIME**

Employees shall not be required to layoff in regular hours to equalize any overtime worked.

**F) MINIMUM CALL BACK TIME**

Every employee who is called out and required to work prior to their regular working hours shall be paid at the overtime rate until their regular shift begins, or if the call out is after the completion of their regular shift, for a minimum of two (2) hours at overtime rates.

**G) STATUTORY HOLIDAYS**

- 1) The Employer agrees to grant to any employee one (1) day or days off for working on any statutory holiday spelled out in this agreement, taking into account the premiums, or overtime hours worked, including Saturday and Sunday. Such time off shall be by mutual consent.
- 2) The Employer agrees that the arena complex is to be closed Christmas Day, Boxing Day and New Year's Day.

**ARTICLE 14 HOLIDAYS**

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

- |                  |  |
|------------------|--|
| New Year's Day   | British Columbia Day                   |
| Family Day       | Labour Day                             |
| Good Friday      | National Day of Truth & Reconciliation |
| Thanksgiving Day | Remembrance Day                        |
| Easter Monday    | Christmas Day                          |
| Queen's Birthday | Boxing Day                             |
| Canada Day       |  |

and any other day proclaimed as a legal statutory holiday by the Federal or BC Governments.

When a statutory holiday falls 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 Employer. Should an employee not receive the day off in lieu within thirty (30) days, they may be paid for that day, or they may bank it for future use at their request.

## ARTICLE 15 ANNUAL VACATIONS

- A) In all cases of termination of service for any reason other than retirement on Superannuation or attaining the maximum retirement age, adjustment will be made for any overpayment of vacation.
- B) Upon termination, employees will receive vacation pay equal to the number of vacation days earned since their last anniversary date, less any days already taken as time off.
- C) Only full-time employees will receive days off as vacation, but in all other instances shall be paid as per the Employment Standards Act.
- D) Once vacation time has been approved it may not be substituted for other forms of leave including banked time, on-call, time-in-lieu or banked travel time.
- E) Once vacation time has been approved it may not be cancelled without three (3) weeks' written notice to Administration. Cancellations with less than three (3) weeks' notice will be reviewed by Administration on a case by case basis and may or may not be granted.

### F) LENGTH OF VACATION

- i) Regular employees covered by this agreement on April 15<sup>th</sup>, 2003 shall be entitled to holidays with pay each year as follows:

After one (1) year: fifteen (15) working days or six (6%) percent of regular earnings, whichever is greater

After three (3) years: twenty (20) working days or eight (8%) percent of regular earnings, whichever is greater

After eight (8) years: twenty-five (25) working days or twelve (12%) of regular earnings, whichever is greater

After twenty (20) years: thirty (30) working days or twelve (12%) of regular earnings, whichever is greater.

For the purpose of this calculation, regular earnings include shift differential.

- ii) Regular employees whose date of appointment is after April 15<sup>th</sup>, 2003 shall be entitled to holidays with pay each year as follows:

After one (1) year: fifteen (15) working days

After three (3) years: twenty (20) working days

After eight (8) years: twenty-five (25) working days

After twenty (20) years: thirty (30) working days

For the purpose of this calculation, regular earnings include shift differential.

At the tenth (10<sup>th</sup>) and fifteenth (15<sup>th</sup>) anniversary, five (5) additional working days, which may be used at any time in the three (3) years following the anniversary date.

At the twentieth (20<sup>th</sup>) anniversary, and every fifth (5<sup>th</sup>) anniversary following the twentieth (20<sup>th</sup>), ten (10) additional working days, which may be taken at any time in the three (3) years following the anniversary date.

#### **G) HOLIDAYS DURING VACATION**

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

#### **H) PREFERENCE IN VACATIONS**

Provided the work schedule permits, all employees shall be granted the vacation period preferred by the employee, at such time as may be mutually agreed upon by the Employer and the employee. Preference in choice of vacation dates shall be determined by seniority of service and shall not be affected by Management vacation time. Vacations may be taken in one (1) full period if so desired by the employee. The Employer will approve vacation or other forms of paid leave for up to three (3) outside employees at the same time during June, July and August. At all other times of the year only two (2) outside employees will be granted vacation or other forms of paid leave at the same time.

The following positions will not be permitted to take vacation or other forms of paid leave at the same time except under exceptional circumstances that have been approved in advance by the Chief Administrative Officer:

- The Foreman and the Charge Hand
- The principal Sewar Treatment Plant Operator and the other employee who holds a valid Waste Water Operator ticket
- The principal Water Treatment Plant Operator and the other employees who hold valid Water Treatment Plant certification (one certified operator must be available for work)
- Crew Leader of Utilities and the Crew leader of Operations
- The Executive Assistant and the Administrative Assistant

#### **I) OFFICE CLOSURE OVER CHRISTMAS**

Inside office employees are entitled to three (3) days leave with pay, to accommodate office closures between Christmas and New Year's.

#### **J) ANNUAL PAID VACATION CARRY OVER**

Employees will be permitted to carry over a maximum of ten (10) vacation days [eighty (80) hours for outside workers and seventy (70) hours for

inside workers] on their anniversary date. The Employer will consider requests to carry forward additional time for special circumstances. This section will take effect on the employee's anniversary dates in 2016.

## **ARTICLE 16 LEAVE OF ABSENCE**

### **A) FOR UNION BUSINESS**

The Employer agrees that, where permission has been granted by the Employer to representatives of the Union to leave their employment temporarily with respect to a grievance, they shall suffer no loss of pay for time so spent.

### **B) UNION FUNCTIONS**

Leave of absence up to a maximum of thirty (30) days, without pay and without loss of seniority, shall be granted, upon request in writing to the Employer, to an employee elected or appointed to represent the Union at Union conventions, seminars and/or other Union functions. A reply in writing shall be given within three (3) days after such request has been made. One (1) week's notice shall be given to the Employer.

The Employer agrees to continue regular payment of wages and deductions for employees on leave under B. of this Article.

The Employer will be reimbursed by the Union in full, including holiday pay, pension payments and benefits.

### **C) BEREAVEMENT LEAVE**

In the case of death in the family of a permanent employee on a seniority list, leave of absence with pay shall be granted for a period of three (3) consecutive days for bereavement.

Family is defined as husband, wife, mother, father, sister, brother, children and grandchildren of the employee, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, stepchildren and foster children. (Common-law marriages are considered, for this contract, to have the same status as a formal marriage.)

The employee must notify the Employer when such leave of absence is required. The allowance granted shall be based on consideration both to the geographic location and the circumstances involved in the bereavement.

An employee, with the consent of the Employer, may have up to five (5) additional days' bereavement leave in the case of a death in the family. The additional time taken may be deducted from sick leave. In the event that an employee has insufficient sick leave left, the employee may use banked overtime, vacation, or may be granted leave without pay.

One-half (½) day shall be granted without loss of salary or wages to attend a funeral locally [within eighty (80) km] as a pallbearer, provided such employee has the approval of his/her supervisor. One (1) full day

without loss of salary shall be granted in the event the funeral is not local [outside eighty (80) km].

**D) LEAVE FOR UNION OFFICERS**

Any employee who is elected or selected for a full or part-time position with the Union, or any body which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without loss of seniority by the Employer for a period of one (1) year. Such leave shall be renewed each year during his/her term of office. They shall retain their former position, upon return, if a vacancy exists, or any other position if there is a vacancy and his/her seniority and qualifications permit. In any event they shall have the right to exercise their seniority among a seasonal or non-permanent position.

**E) MATERNITY LEAVE**

Upon two (2) weeks written notice, if possible, leave of absence without pay and without loss of seniority shall be granted for pregnancy to a maximum of twelve (12) months. The employee returning to work after maternity leave shall provide the Employer with at least three (3) weeks notice. On return from maternity leave, the employee will be placed in her last held position. In no event shall any employee receive less than the provisions for maternity leave under Employment Insurance.

**F) GENERAL LEAVE**

The Employer may grant leave of absence without pay and without loss of seniority to a maximum as outlined in Article 8.C. to any employee requesting such leave for good and sufficient cause, such request to be in writing and submitted to the Employer.

**G) SPECIAL LEAVE**

An employee not on leave of absence without pay shall be entitled to special leave at their regular rate of pay for the following:

1. Marriage of an employee .....five (5) days
2. Attend wedding of employee's child.....three (3) days
3. Birth or adoption of the employee's child.....two (2) days

This leave will be granted with the understanding that it will be deducted from the employee's accumulated sick leave days.

**H) JURY DUTY**

Time spent on Jury Duty shall be paid at employee's regular rate of pay and not deducted from any other accumulated time the employee may have to their credit. Any monies received from the Crown shall be paid to the Employer.

## **I) ILLNESS IN THE FAMILY**

In the case of illness of an immediate member of the family who requires specialized medical care or is hospitalized outside Ashcroft where there is a problem for anyone other than the employee to provide for the needs of the ill person, the employee will be entitled, at the discretion of their Supervisor, to use their sick time for this purpose.

An immediate member of the family shall mean husband, wife, mother, father, brother, sister, stepmother, stepfather, children and grandchildren of the employee, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, stepchildren and foster children. (Common-law marriages are considered, for this contract, to have the same status as a formal marriage.)

## **J) WORKERS' COMPENSATION**

An employee prevented from performing his or her regular work with the Employer on account of an occupational accident that is recognized by the Workers' Compensation Act, shall receive from the Employer the difference between the amount payable by the WorkSafe BC and his or her regular salary.

## **K) SICK TIME**

Employees absent due to a non-compensatory (i.e.: WCB) illness may use sick time accumulated at one and one-half (1½) days per month to a maximum of fifteen (15) days, until the employees qualify for Weekly Indemnity benefits. As of January 1, 1992, each employee shall start with three (3) sick leave days. Sick leave days remaining at the end of each calendar year shall be carried over to the following year.

Employees will be permitted to use up to six (6) days per year [forty-eight (48) hour for outside workers and forty-two (42) hours for inside workers] of accrued sick time for medical requirements of immediate family members.

An immediate member of the family is defined in Section 16.I above.

### **Sick Time on Severance**

An employee with accrued sick time credits shall, on retirement or voluntary termination, after ten (10) years of service, receive a salary grant in lieu thereof, equal to such credit up to a maximum of fifteen (15) days. One hundred five (105) hours for inside workers and one hundred twenty (120) hours for outside workers. This benefit is not applicable for employees who are laid off or terminated by the Employer.

## **ARTICLE 17 PAYMENT OF WAGES AND ALLOWANCES**

### **A) PAY DAYS**

The Employer shall pay salaries and wages in accordance with Schedule "1" of this agreement, every second (2<sup>nd</sup>) Friday. On each pay day, each employee shall be provided with an itemized statement of his/her wages and deductions. The Employer will provide direct deposit for payroll purposes.

### **B) VACATION**

Employees shall receive, upon request, on the last office day preceding commencement of their annual vacation, any or all vacation pay due for the period of their vacation. One (1) week's notice is required.

### **C) PAY DURING TEMPORARY TRANSFERS**

If an employee substitutes on any job for four (4) hours or more in any one (1) day for outside workers, or three and one-half (3.5) hours or more in any one (1) day for office workers, during the absence of another employee, or performs duties of a higher classification, they shall receive the rate for the job, or their regular rate of pay, whichever is the greater, for the day involved.

### **D) SHIFT DIFFERENTIAL**

All employees who are required to work hours other than the normal shift hours, where such hours are not overtime hours, shall be paid a premium of five (5%) percent of their hourly wage as per Schedule "1" for all hours so worked. Lifeguards, swimming pool instructors and seasonal/temporary employees are exempted from this clause. Furthermore, any employee who works for more than one (1) hour before or after the normal hours, as defined in Article 12.B. or 12.C. shall be paid shift differential for the entire shift. An employee who works one (1) hour or less before of after the normal hours shall be paid shift differential for the time so worked. (See Appendix 1.)

### **E) SATURDAY AND SUNDAY BONUS**

All employees whose normal work week includes work on Saturday and/or Sunday shall be paid a premium of five (5%) percent of their hourly wage per Schedule "1" for all hours so worked. Lifeguards, swimming pool instructors and seasonal/temporary employees are exempted from this clause.

### **F) CASH SHORTAGES**

An employee handling cash shall not be required to reimburse the Employer for any shortage. An employee handling cash will not be permitted to keep any cash overage.

## **G) ABSENCE OF SUPERVISOR**

In the absence of a regularly scheduled Crew Leader(s), the employee on the outside crew with the most seniority shall be deemed to be Acting Crew Leader until an appointment can be made under Article. 10. Acceptance is voluntary.

## **H) ON-CALL**

- 1) On-call will be anytime outside of normal working week.
- 2) On-call shift will be seven (7) consecutive days with the shift change at the normal start of the workday each Thursday.
  - a) All regular employees must take their turn in the on-call rotation. The on-call rotation will be posted twelve (12) months at a time.
  - b) The on-call employee will have a cell phone and portable radio for communication.
  - c) A vehicle will be provided to be used by the employee when they are on-call.
  - d) The on-call employee will be required to acknowledge any alarm or emergency call and dispatch appropriate staff as required.

It is the responsibility of the on-call employee to assess and resolve incidental alarm call outs. Incidental alarm and emergency call-outs that result in less than 30 minutes of work will not receive overtime; however, if there is more than one (1) incidental call out in a day, any subsequent calls will receive compensation in accordance with item 6) below.

- e) The on-call employee will maintain a log of all calls received action taken and hours worked. The log will be passed along with the cell phone at the rotation change.
- 3) While on-call the employee will be required to perform required checks.
- 4) While on-call the employee will be required to check snowfall in the morning to determine if snow clearing is required and dispatch staff as necessary.
- 5) Any changes to the on-call schedule must be noted on the master schedule and recorded on the employee's time sheet.
- 6) Compensation:
  - a) The on-call employee will bank their on-call time in the following manner:
    - i) Three (3) hours for each weekday to a maximum of fifteen (15) hours per on-call rotation.

- ii) Four (4) hours for each weekend day to a maximum of eight (8) hours per on-call rotation
- iii) Five (5) hours for each statutory holiday per on-call rotation.
- iv) All time for on-call shall be hour for hour.

b) Time earned in each calendar year under section 6 (a) may be paid to a maximum of two (2) weeks' wages. All time accumulated beyond the two (2) weeks' paid must be taken as time off.

i) The balance of banked time under section 6 (b) as of December 31<sup>st</sup> each year must be used as time off by October 31<sup>st</sup> of the following year.

c) If an employee is called out during their rotation they will be paid a minimum of two (2) hours of overtime at two (2) times their normal rate of pay. The employee can take this overtime as defined in the collective agreement.

7) Article 13: Overtime does not apply to on-call hours accumulated under this section.

#### **I) WEED SPRAY PREMIUM**

Employer to pay for weed spraying ticket a premium of \$1.50 while spraying.

#### **J) WATER TREATMENT PLANT OPERATOR PREMIUMS**

A one dollar and fifty cents (\$1.50) per hour premium shall be paid as follows:

- 1) An Employee designated to be responsible for the day-to-day operation of the water treatment plant and who is an EOCP Water Treatment Plant Level 2 Operator
- 2) In the event the employee designated in #1 above is away, to the employee who is assigned to work in the water treatment plant under Section 17 (c) of this agreement and who is an EOCP Water Level 2 Operator.

A seventy – five cents per hour premium will be paid as follows:

- 3) In the event the employee designated in #1 above is away to the employee who is assigned to work in the water treatment plant under Section 17 (c) of this agreement and who is an EOCP Water Level 1 Operator.

No Premiums will be paid as follows:

- 4) In the event the employee designated in #1 above is away to the employee who is assigned to work in the water treatment plant under Section 17 (c) of this agreement and who does not hold an EOCP Water Treatment Certificate.

For the purposes of these sections only "away" means on an approved leave from the Village including but not limited to vacation time, sick leave or banked time.

The premium shall be paid at the flat rate for all hours worked and is not paid out of on call or travel time banked. Any employee who qualifies for a premium will have it applied to all hours worked until the start of the shift on the next regular working day.

### **K) SEWAR TREATMENT PLANT OPERATOR PREMIUMS**

A one dollar and fifty cents (\$1.50) per hour premium shall be paid as follows:

- 1) An Employee designated to be responsible for the day-to-day operation of the sewer treatment plant and who is an EOCP Sewer Treatment Plant Level 2 Operator
- 2) In the event the employee designated in #1 above is away, to the employee who is assigned to work in the sewer treatment plant under Section 17 (c) of this agreement and who is an EOCP Sewer Level 2 Operator.

A seventy – five cents per hour premium will be paid as follows:

- 3) In the event the employee designated in #1 above is away to the employee who is assigned to work in the sewer treatment plant under Section 17 (c) of this agreement and who is an EOCP Sewer Level 1 Operator.

No Premiums will be paid as follows:

- 4) In the event the employee designated in #1 above is away to the employee who is assigned to work in the sewer treatment plant under Section 17 (c) of this agreement and who does not hold an EOCP Sewer Treatment Certificate.

For the purposes of these sections only "away" means on an approved leave from the Village including but not limited to vacation time, sick leave or banked time.

The premium shall be paid at the flat rate for all hours worked and is not paid out of on call or travel time banked. Any employee who qualifies for a premium will have it applied to all hours worked until the start of the shift on the next regular working day.

#### **L) CHIEF ENGINEER PREMIUMS**

- A) The Chief Engineer means a power engineer who is designated by the Village of Ashcroft: to be responsible for the operation and maintenance of the Drylands Arena plant and who is responsible for ensuring that all regulated work in the plant is performed by appropriately qualified persons.
- B) A person must not perform any work on a boiler, pressure vessel or pressure piping system connected to it, instrumentation and control system, fuel system or fuel burning equipment or refrigeration plant equipment that may affect the operation and safety of the plant except with the prior approval of the Chief Engineer, Assistant Chief Engineer or the person in charge of the plant.
- C) Starts two (2) weeks prior to the Drylands Arena opening and ends four (4) weeks after the close of Drylands Arena. One dollar and fifty cents (\$1.50) premium is a flat rate for each hour worked; including overtime worked. Shift differential and Saturday and Sunday bonus shall apply to the employee's base rate and not the premium.

### **ARTICLE 18 JOB RECLASSIFICATION**

- A) When any position not covered by Schedule "1" is established during the life of this agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree as to the classification and/or rate of pay of the job in question, such dispute shall be submitted to a Board of Arbitration and the majority report of the Board shall be final. The new rate shall become effective and retroactive to the time when the position was first filled by an employee.

### **ARTICLE 19 WELFARE BENEFITS**

The Employer guarantees that no employee will be left without coverage in the event of a change of carriers of benefits. If care that began under the insurance coverage of one (1) particular carrier will not be continued under the coverage of any newly selected carrier the Employer will ensure the employee will receive extended coverage sufficient to allow work in progress to be completed.

The Employer will endeavour to obtain equivalent coverage with any change in carrier.

The Employer shall notify the Union if any changes to the carrier and/or coverage are being considered, and the Union will be a party to discussions of

those changes before implementation.

**A) PENSION PLAN**

Any employee who has completed their probationary period and meets the terms of the Superannuation Act shall participate in the plan in accordance with the terms of the plan.

**B) MEDICAL SERVICES**

The Employer shall contribute one hundred percent (100%) of the premium of the recognized Medical Plan for all employees.

**C) EXTENDED HEALTH PLAN**

The Employer shall contribute one hundred percent (100%) of the premium for the Extended Health Benefits Plan for all employees. The maximum lifetime benefit is one million (\$1,000,000.00) dollars per person per lifetime.

**D) DENTAL CARE PLAN**

Employees shall participate in a mutually agreeable Dental Care Plan including the following:

Class I Services .....one hundred (100%) percent

Class II Services .....one hundred (100%) percent

Orthodontic.....seventy-five (75%) percent

Orthodontic coverage [three thousand (\$3000.00) dollars] is for any employee or dependent covered under this plan.

The Employer shall pay one hundred percent (100%) of the monthly premium.

**E) WELLNESS/PHYSICAL FITNESS PROGRAM**

See Appendix 2, 3 and 4.

**F) GROUP LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT BENEFITS**

Employees shall participate in a mutually agreeable group life and accidental death and dismemberment insurance policy with the Employer paying one hundred percent (100%) of the regular monthly premium. The principal amount of such coverage shall be one hundred thousand (\$100,000.00) dollars for each employee covered under this plan.

**G) WEEKLY INDEMNITY**

**Coverage:** Benefits commence on the first (1<sup>st</sup>) day of an accident or hospitalization for any reason, or fourth (4<sup>th</sup>) day of illness, and continue for twenty-six (26) weeks.

Benefit amount is seventy percent (70%) of gross weekly salary to a maximum of eight hundred (\$800.00) dollars

per week. Benefits are taxable.

## **H) LONG TERM DISABILITY**

**Coverage:** Benefits commence after a six (6) month elimination period.

Benefit amount is sixty-six and two-thirds percent (66 2/3 %) of gross monthly salary to a maximum of three thousand (\$3,000.00) dollars per month. The non-evidence maximum is three thousand (\$3,000.00) dollars per month.

### **Provision: Definition of Disability:**

During the elimination period and the next twenty-four (24) months, the inability to perform their own occupation; thereafter, any occupation for which they are reasonably qualified.

Employer to pay one hundred percent (100%) of the premiums for Weekly Indemnity and Long Term Disability.

## **ARTICLE 20 GENERAL CONDITIONS**

### **A) STRIKE AT EMPLOYER'S PREMISES**

In the event any other employees of the Employer engage in a strike of refusal to work, and place or maintain pickets at the Employer's premises, any refusal to work or failure to cross such picket line by members of this Union shall not be considered a violation of this agreement.

The Union agrees to make emergency repairs to those services essential to the health of the citizens, namely: Water System or Sewer System breakdowns. The Union also agrees to open and close graves as required.

### **B) BULLETIN BOARDS**

The Employer shall provide suitable bulletin boards 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.

Bulletin boards shall be made available in the following departments:

- Public Works Shop
- Municipal Office
- Museum Office
- Sewage Treatment Plant
- Arena Office
- Swimming Pool

**C) CLOTHING ALLOWANCE**

The Employer shall provide all workers with the necessary protective clothing as required by the WorkSafe BC.

Coveralls shall be supplied to outside workers through one of the following:

- 1) Employer purchase two (2) pairs per employee per year; or
- 2) Rental/cleaning basis and supplied to employee.

The option that will be followed is a management decision.

Each outside employee and arena employee, however, is to receive no less than two (2) pairs of coveralls and one (1) pair of gloves per year and the Employer will replace same during the year if damaged beyond repair.

**D) CLOTHING/BOOT ALLOWANCE**

Management will supply and maintain smocks for the office staff to protect personal clothing if needed.

Management will reimburse up to a maximum of two hundred (\$200.00) dollars per calendar year for one (1) pair of safety footwear and/or safety related supplies (not to include gloves or coveralls/smocks already provided for in the Collective Agreement). Receipts must be provided.

**E) SAFETY COMMITTEE**

A Safety Committee shall be set up as required by the provisions of WorkSafe BC. The Employer and the Union shall each appoint two (2) members of this committee. Meetings shall be held once each month during working hours. Unadopted minutes shall be posted three (3) days after monthly meetings.

**F) PER DIEMS AND MILEAGE**

Per diems and mileage paid to Village staff shall be in accordance with the Village of Ashcroft Policy #2.2 but shall not go lower than the existing rate of:

Fifty (\$0.55) cents per km for mileage

Fifteen (\$15.00) dollars for breakfast

Fifteen (\$25.00) dollars for lunch

Thirty-five (\$35.00) dollars for dinner

In the event that the Village Bylaw No. 637 ceases to exist, the last policy rate in effect or the above listed rate, whichever is greater, shall remain in effect.

## **ARTICLE 21 VIDEO DISPLAY TERMINALS (VDT)**

- A) The Employer shall have all VDT's checked for emission of radiation by a qualified person every six (6) months.
- B) The Employer shall comply with WorkSafe BC regulations and requirements for adequate protection against possible radiation contamination to employees working with VDT's.
- C) A pregnant employee shall not be required to work with a VDT and/or shall have the opportunity to transfer to another position without loss of wages or seniority for the duration of the pregnancy.
- D) The Employer shall provide an eye examination for the operator prior to the initial assignment, after six (6) months, and annually thereafter. Examinations are at the Employer's expense, by an ophthalmologist during paid leave of absence.

The Employer shall pay for any special eyeglasses that, in the opinion of the ophthalmologist consulted, are required by the employee, that would not be required if the employee was not working on VDT's.

If the ophthalmologist recommends that an employee stop working on VDT's, that employee shall be given other work at equal pay. The same conditions of work shall be applicable to the position where the employee is transferred.

- E) An employee operating a VDT for four (4) hours or more per day will be entitled to two (2) additional ten (10) minute breaks per working day, in recognition of the eye strain the uninterrupted glare from a VDT can cause.

## **ARTICLE 22 RESOLUTIONS AND REPORTS OF THE EMPLOYER**

### **A) UNION NOTIFICATION**

The Employer agrees to advise the Union of any recommendation which would affect the existing working conditions and benefits of its employees. Before Council acts on these recommendations, the Union will be afforded the opportunity to speak to these recommendations at a subsequent Council Meeting.

### **B) COPIES OF MINUTES/AGENDAS**

A copy of the minutes of the regular meetings of the Employer (Council) shall be mailed to the Secretary of the Union and the CUPE Representative within three (3) days of each meeting. A copy of the Agenda for each meeting shall be given to the Local Unit Chairman the same day that Council Agenda copies are given out.

## **ARTICLE 23    TECHNOLOGICAL CHANGE**

Any employee who is displaced from their job by virtue of technological change or improvement will have the cooperation of the Employer in providing opportunity for retraining and replacement. In such cases, the Employer agrees to give notice of at least three (3) months or, if this is not possible, one (1) month's pay in lieu of notice; and one (1) month's pay for each year or part year of employment.

## **ARTICLE 24    DEFINITIONS OF LABOUR CLASSIFICATIONS**

The labour classifications referred to in this contract are those defined in Schedule "1".

In exercising its rights, the Employer shall give the Union thirty (30) days advance notice of any significant change affecting a bargaining unit member's job and attempt to reach agreement on any and all issues raised. If the parties fail to agree the Union may submit the matter to arbitration and the arbitrator shall be empowered to settle the matter retroactively. The rate of pay for any affected employee(s) will not be reduced during the term of the agreement.

## **ARTICLE 25    GENERAL**

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 or parties hereto so require.

## **ARTICLE 26    SEASONAL/TEMPORARY EMPLOYEES**

### **A)    DEFINITIONS**

- 1) "*Seasonal and/or Temporary employee*" shall mean an employee who works on a part-time basis on a regular schedule and has successfully completed a probationary period. These employees' seniority and recall rights will apply to this classification only. Benefits and wages will be negotiated with job description.
- 2) "*Casual employee*" shall mean an employee who has been hired for emergency purposes or temporary purposes not exceeding ten (10) days. A casual employee is neither a full-time or part-time employee.

### **B)    SENIORITY**

- 1) All hours worked by part-time employees shall be converted to an eight-hour (8) day for outside workers or a seven-hour (7) day for inside clerical workers for the purposes of determining seniority.
- 2) A separate seniority listing will be maintained for employees covered under this section. Recall rights and job postings apply to this classification only.

**C) JOB POSTING**

Prior to filling any staff changes or promotions covered by the terms of this agreement, the Employer shall post notice on all bulletin boards for a minimum of seven (7) working days in order that all members will know about the position and be able to make written application therefore. Any temporary job promotions shall be posted on all bulletin boards for a minimum of three (3) working days.

**D) INFORMATION IN POSTINGS**

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range. Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner. All Job Postings shall state "This position is open to male and female applicants".

**E) NO OUTSIDE ADVERTISING**

No outside advertisement for any vacancy of a full-time position shall be placed until after job postings have been provided to the Union for a period of two (2) weeks. Union posting of a temporary/seasonal position may be waived, **by mutual agreement of the parties**. Upon mutual agreement by both the Union and Management, outside advertising may be done concurrently with the two (2) week internal posting.

**F) ASHCROFT MUSEUM AND DRYLANDS ARENA**

Employees assigned to work in the Drylands Arena and the Ashcroft Museum will be paid a one-half (1/2) hour lunch break only if the schedule of users, and/or scheduling of other employees, prevents the employee from leaving the workplace.

**G) CHANGE IN SHIFT**

It is agreed that to implement a change of shift at the swimming pool, the overtime premium will be waived providing the employee does not work more than forty (40) hours per consecutive week and is not scheduled to work more than five (5) consecutive days in a row. This waiver is allowed for two (2) shift changes during the pool season.

**H) VACATION PAY**

Only full-time employees will receive days off as vacation, but in all other instances shall be paid as per the Employment Standards Act.

**I) SHIFT DIFFERENTIAL & SATURDAY AND SUNDAY BONUS**

Lifeguards, swimming pool instructors and seasonal/temporary employees are exempted from this clause.

**J) IN LIEU OF BENEFITS**


It is agreed that a one dollar and twenty-five cents (\$1.25) per hour premium will be paid in lieu of benefits to all seasonal and temporary employees who have completed either their probationary period or three (3) months employment. It is further agreed that the three (3) months employment does not have to be consecutive but can be completed over a period of time.


**ARTICLE 27 TERM OF AGREEMENT**

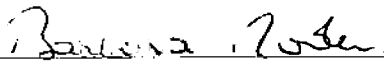
This agreement, unless changed by mutual consent of both parties thereto, shall be in force and effect from and after the first (1<sup>st</sup>) day of January, 2022, and up to and including the 31<sup>st</sup> day of December, 2025, and thereafter from year to year unless either party to this agreement gives notice to commence collective bargaining in accordance with the Labour Code of British Columbia Act.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 18th day of April, 2023.

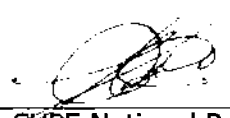
**ON BEHALF OF:  
THE VILLAGE OF ASHCROFT**

  
\_\_\_\_\_  
Daniela Dyck, Chief Administrative Officer

  
\_\_\_\_\_  
Brian Bennewith  
Director of Public Works

  
\_\_\_\_\_  
Barbara Roden,  
Mayor

**ON BEHALF OF:  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 900**

  
\_\_\_\_\_  
Harry Nott, CUPE National Representative

  
\_\_\_\_\_  
Ken Davis, Local 900 President

\_\_\_\_\_  
Josh White, Local 900 Ashcroft  
Bargaining Committee

  
\_\_\_\_\_  
Oscar Battel, Local 900 Ashcroft  
Bargaining Committee

**"SCHEDULE 1"**

Position	2021 Wage Upon Ratification	2021 End Wage	2022 Wage (2.5%)	2023 Wage (2.5%)	2024 Wage (2.5%)	2025 Wage (2.5%)
Seasonal Or Student Park Empl.	\$ 21.49	\$ 21.49	\$ 22.03	\$ 22.58	\$ 23.14	\$ 23.72
Temp Office Assistant	\$ 21.49	\$ 21.49	\$ 22.03	\$ 22.58	\$ 23.14	\$ 23.72
Bylaw Enforcement Officer	\$ 27.47	\$ 27.47	\$ 28.16	\$ 28.86	\$ 29.58	\$ 30.32
Labourer	\$ 30.27	\$ 30.27	\$ 31.03	\$ 31.80	\$ 32.60	\$ 33.41
Equipment Operator #1	\$ 33.52	\$ 33.52	\$ 34.36	\$ 35.22	\$ 36.10	\$ 37.00
Equipment Operator #2	\$ 34.65	\$ 34.65	\$ 35.52	\$ 36.40	\$ 37.31	\$ 38.25
Water Treatment Plant Operator I	\$ 33.14	\$ 33.14	\$ 33.97	\$ 34.82	\$ 35.69	\$ 26.58
	<i>\$.75/hour premium for level 1 Certification WTP designation See Article 17(J)</i>					
Water Treatment Plant Operator II	\$ 35.21	\$ 35.21	\$ 36.09	\$ 36.99	\$ 37.91	\$ 38.86
	<i>\$.150/hour premium for level 2 Certification WTP designation See Article 17(J)</i>					
Sewar Treatment Plant Operator #1	\$ 33.14	\$ 33.14	\$ 33.97	\$ 34.82	\$ 35.69	\$ 36.58
	<i>\$.75/hour premium for level 1 Certification STP designation See Article 17(K)</i>					
Sewar Treatment Plant Operator #2	\$ 35.21	\$ 35.21	\$ 36.09	\$ 36.99	\$ 37.92	\$ 38.87
	<i>\$.150/hour premium for level 2 Certification STP designation See Article 17(K)</i>					
Foreman	\$ 41.00	\$ 41.00	\$ 42.03	\$ 43.08	\$ 44.15	\$ 45.26
Charge Hand	\$ 37.67	\$ 37.67	\$ 38.61	\$ 39.58	\$ 40.57	\$ 41.58
Chief Engineer	<i>\$.150/hour premium for Chief Engineer designation at Drylands Arena See Article 17(L)</i>					
Crew Leader of Utilities	\$ 39.00	\$ 39.00	\$ 39.98	\$ 40.97	\$ 42.00	\$ 43.05
Crew Leader of Operations	\$ 39.00	\$ 39.00	\$ 39.98	\$ 40.97	\$ 42.00	\$ 43.05
Receptionist	\$ 25.00	\$ 25.00	\$ 25.63	\$ 26.27	\$ 26.92	\$ 27.60
Ec. Dev. & Tourism Coordinator			\$ 25.00	\$ 25.63	\$ 26.27	\$ 26.92
Admin Assistant	\$ 33.52	\$ 33.52	\$ 34.36	\$ 35.22	\$ 36.10	\$ 37.00
Accounting Clerk	\$ 34.61	\$ 34.61	\$ 35.48	\$ 36.36	\$ 37.27	\$ 38.20
Executive Assistant	\$ 35.72	\$ 35.72	\$ 36.61	\$ 37.53	\$ 38.47	\$ 39.43
Museum Supervisor	\$ 23.68	\$ 1.00	\$ 24.68	\$ 25.30	\$ 25.93	\$ 26.58
Museum Student	\$ 18.00	<i>Rate is at the discretion of the Village, never less than \$1.00 over minimum wage</i>				
Pool Supervisor	\$ 23.80	\$ 1.00	\$ 24.80	\$ 25.42	\$ 26.06	\$ 26.71
Head Lifeguard	\$ 22.55	\$ 1.00	\$ 23.55	\$ 24.14	\$ 24.74	\$ 25.36
Swim Instructor	\$ 20.80	\$ 1.00	\$ 21.80	\$ 22.35	\$ 22.90	\$ 23.48
Lifeguard	\$ 18.81	\$ 1.00	\$ 19.81	\$ 20.31	\$ 20.82	\$ 21.34

**“SCHEDULE #2”  
DEFINITIONS OF LABOUR CLASSIFICATIONS**

**SEASONAL OR STUDENT PARKS EMPLOYEES**

To perform miscellaneous duties as assigned by their supervisor. Duties shall be any function normally carried out by a Labourer. This position may be a part-time or full-time, outside position.

Under no circumstances shall an employee be employed under this classification for a period longer than (6) six months. Preference in employment will be given to individuals who have attended a post-secondary institute the previous year and who intend to return to school in the fall. Once an employee is no longer a student their recall rights are terminated, and the position will become open for posting.

**TEMPORARY OFFICE ASSISTANT**

To perform miscellaneous duties as assigned by their supervisor. Duties shall include any functions normally carried out by the Clerk-Steno. This position may be a part-time [minimum (4) hours per day] or full-time position.

Under no circumstances shall an employee be employed under this classification for a period longer than (6) six months.

**LABOURER**

Includes all labour functions assigned by the crew leaders including training to operate and maintain parks equipment. Maintenance and operation of Village buildings and lands.

**EQUIPMENT OPERATOR #1**

Includes all labour functions assigned by the crew leaders. Maintenance and upkeep of arena ice, custodian duties on Village owned property, operation of Village equipment excluding excavating machinery.

**EQUIPMENT OPERATOR #2**

Includes all duties of Equipment Operator #1 plus maintenance and upkeep of all equipment and machinery. An operator shall hold necessary licenses and certificates required for the operating of equipment and machinery.

**SEWAR TREATMENT PLANT OPERATOR #1**

Duties assigned under the direction of Sewar Treatment Plant Operator #2. Includes labour functions. A working knowledge of the Water and Sewage Treatment Plant.

Must be EOCP Sewar Treatment Plant Operator 1 certified or have equal qualifications.

**SEWAR TREATMENT PLANT OPERATOR #2**

Includes all labour functions incidental to the operation and maintenance of the Sewage Treatment Plant and Lift Stations. Includes all testing and recording of information as required by the municipality and/or Pollution Control officers. Includes labour functions assigned by crew leaders.

Must be EOCP Sewar Treatment Plant Operator 2 certified or have equal qualifications.

**WATER TREATMENT PLANT OPERATOR #1**

Duties assigned and under the direction of the Water Treatment Plant Operator #2 and the Crew Leader responsible for water distribution. Includes labour functions and a working knowledge of the Water Distribution System and Sewage Treatment Plant.

Must be EOCP Water Treatment Level I certified or have equal qualifications.

**WATER TREATMENT PLANT OPERATOR #2**

Under the direction of the Crew Leader responsible for water and sewer operations, this position is responsible for the day-to-day operations of the Water Treatment Plant (WTP), Water Pump Stations and Reservoirs. The position includes all labour functions incidental to the operations and maintenance of the water distribution system, all testing and

recording of information as required by the municipality and/or Interior Health Officers including monthly and yearly reports. This position is not exclusive to water distribution and includes all other Public Works functions that may be assigned by Supervisors.

The Water Treatment Plant Operator #2 (WTPO2) must have an understanding of the Village of Ashcroft's water distribution system, SCADA, proficient computer skills and adhere to all safety policies and regulations, communicate with Crew Leaders regarding day-to-day operations and any arising issues or concerns, and provide regular checks for public washrooms adjacent to the WTP during Legacy Park off season.

Must be EOCP Water Treatment Level II certified or have equal qualifications.

### **FOREMAN**

Under the general direction of the CAO, this position is responsible for the day-to-day operation of the Public Works, Water/Sewer, and Parks/Recreation Departments, (known collectively as the Outside Operations Division). Directs works crews, monitoring and coordinating contractors, ensuring administrative duties such as time keeping, reporting and monitoring are performed, operating equipment and participating as an active member of the work crew.

Directs and prioritizes the daily work schedules of the Outside Operations Division. Provides input to the CAO on performance objectives. Participates in annual budgeting process by advising the CAO of areas of work priority, equipment priority and staff requirements. Coordinates, organizes and monitors the work of contractors. Ensures the safe operation of all equipment within the Outside Operations Division by reviewing maintenance records and making recommendations to the CAO for repair, replacement etc.

Adheres to safety policies and regulations as established by WorkSafe BC, the Occupational Health & Safety Committee and Municipal Statutes by reviewing safety procedures with the crew(s). Ensures new and/or returning employees are correctly trained. Undertakes and completes other related duties as assigned and required.

### **CHARGE HAND**

Under the general direction of the Foreman, this position directs work crews, operating equipment and participating as an active member of the work crew.

Directs the works crew as directed by the Foreman. Provides input to Foreman on performance objectives.

Ensures the safe operation of all equipment within the Outside Operations Division by reviewing maintenance records and making recommendations to the Foreman for repair, replacement etc.

Adheres to safety policies and regulations as established by WorkSafe BC, the Occupational Health & Safety Committee and Municipal Statutes by reviewing safety procedures with the crew.

Undertakes and completes other related duties as assigned and required.

### **CREW LEADER OF OPERATIONS**

Under the general direction of the Director of Public Works (DPW), this position is responsible for the day-to-day operations relating to roads, water and sewer distribution, sidewalks, building maintenance, equipment maintenance, pool and parks.

The Crew Leader of Operations provides input to the DPW on performance objectives relative to operations, provides annual budget recommendations by advising the DPW of area of work priority, equipment priority and staff requirements. Participates as an active member of the work crew.

Adheres to safety policies and regulations as established by WorkSafe BC, the Occupational Health & Safety Committee and Municipal Statutes by reviewing safety procedures with the crew(s). Undertakes and completes other related duties as assigned and required.

### **CREW LEADER OF UTILITIES**

Under the general direction of the Director of Public Works (DPW), this position is responsible for the day-to-day operations and ensuring all reporting and monitoring are performed at all Outside Operations Division utilities including the water treatment plant, water pump stations, reservoirs, sewer treatment plant, lift stations, Drylands Arena and cemetery.

The Crew Leader of Utilities provides input to the DPW on performance objectives relative to utilities, provides annual budget recommendations by advising the DPW of area of work priority, equipment priority and staff requirements. Participates as an active member of the work crew.

Adheres to safety policies and regulations as established by WorkSafe BC, the Occupational Health & Safety Committee and Municipal Statutes by reviewing safety procedures with the crew(s). Undertakes and completes other related duties as assigned and required.

### **CHIEF ENGINEER**

The Chief Engineer means a power engineer who is designated by the Village of Ashcroft: to be responsible for the operation and maintenance of the Drylands Arena plant and who is responsible for ensuring that all regulated work in the plant is performed by appropriately qualified persons.

#### **Qualifications:**

The person in charge of the Drylands Arena plant must hold a certificate of qualifications, appropriate to the work to be performed in the plant.

#### **Duties:**

The person in charge of the plant must ensure that the plant is adequately supervised and has appropriately qualified persons working in it.

Daily safety checks on the refrigeration equipment; monitoring the brine, ammonia and oil levels; cleaning of the brine and oil filters and draining oil from the chiller, adding ammonia as required; ordering and purchasing of supplies and equipment for operation of the refrigeration equipment; maintain a preventative maintenance schedule with the refrigeration mechanic; maintain daily logs and maintenance records.

#### **Other:**

A person must not perform any work on a boiler, pressure vessel or pressure piping system connected to it, instrumentation and control system, fuel system or fuel burning equipment or refrigeration plant equipment that may affect the operation and safety of the plant except with the prior approval of the Chief Engineer, Assistant Chief Engineer or the person in charge of the plant.

Starts two (2) weeks prior to the Drylands Arena opening and ends four (4) weeks after the close of Drylands Arena. One dollar and fifty cents (\$1.50) premium is a flat rate for each hour worked; including overtime worked. Shift differential and Saturday and Sunday bonus shall apply to the employee's base rate and not the premium.

### **RECEPTIONIST**

The reception position is under the direction of the Chief Financial Officer, the receptionist responsibilities include: greeting and assisting clients at front counter, answering telephones, processing all incoming and outgoing mail, administering "admin" email account, cash receipting and accounts receivable, administer facility bookings, maintain all general, cemetery and property files, maintain stationary supplies, cross training for the finance clerk position and other related duties as required.

#### **Qualifications:**

Excellent communication and customer service skills (written and verbal), proficient in Microsoft Word, Office, Publisher and Excel, data entry skills, detail oriented, cash receipting, accounts payable/receivable experience, able to multitask and prioritize with excellent time management skills. Qualifications will be assessed as demonstrated through testing with a minimum qualification score of 70%.

### **ADMINISTRATIVE ASSISTANT**

Responsibilities include telephone and front counter receptionist; type agendas, minutes and other correspondence as required; maintain general office files, property files, cemetery files and bylaw files;

Process all counter payments; open and distribute all incoming mail, take outgoing mail to the post office daily; invoice all accounts receivable, except taxes and utilities; provide backup for Accounting Clerk when required; and other miscellaneous tasks as assigned.

**Qualifications:**

Proficient with Microsoft Office products, Office XP edition; Familiar with internet access and email processes; Experience with handling cash; Basic accounting knowledge; Ability to deal with public in a variety of circumstances; and ability to multi-task and prioritize activities during high volume times.

**ACCOUNTING CLERK**

Keys data and prepares batches for processing. Reconciles various expenditure reports to source documents; distributes and files financial documents and reports. Assists the Administrative Assistant when required by answering telephones, opening and logging mail, meeting and greeting customers, and assisting in other clerical functions. Primarily works as payroll and accounts payable clerk and may assist with accounts receivables Duties do not include bank reconciliation or entries to the general ledger. Performs miscellaneous job-related duties as assigned. Attain a working knowledge of the Village of Ashcroft Bylaws and Policies. Works under the direct guidance of the Chief Financial Officer.

**Qualifications:**

Proficient using Microsoft Excel and Microsoft Word. High school graduation. Completion of some vocational/technical or college- level coursework in accounting, bookkeeping or related field is preferred. Experience with Vadim Municipal Software, experience with similar computer-based account software will be considered. Knowledge of bookkeeping and accounting principles. Working knowledge of Provincial Legislation pertaining to Municipal Government.

**EXECUTIVE ASSISTANT**

The Executive Assistant (EA) position is under the direction of the Chief Administrative Officer and supports the administrative operations of the Village. The EA will provide complex and confidential administrative support to the CAO, CFO and DPW. The EA will assist with planning and scheduling meetings, events, special functions and projects, assist with FOI requests, preparation of minutes and agendas, reports, bylaws, policies and statutory notices. Provide back up for the front office as required, and performs other related duties as assigned.

**Qualifications:**

The EA will have thorough knowledge of functions, regulations and procedures relating to the municipal office, ability to interpret bylaws and policies, ability to compose reports and briefing notes for the CAO, non-routine letters and memoranda, excellent verbal and written skills, ability to focus, pay attention to detail, maintain a high level of accuracy, ability to work independently, establish priorities and exercise tact when dealing with all matters related to the position. Maintain excellent relationships with Council, Staff and the public; in addition, the EA must be proficient in Microsoft Word, Excel, Publisher. Qualifications will be assessed as demonstrated through testing with a minimum qualification score of 70%.

Post-Secondary Executive Assistant Diploma or equivalent is preferred.

**ECONOMIC DEVELOPMENT & TOURISM COORDINATOR**

Under the direct supervision of the Chief Administrative Officer, the EDTC acts as the liaison between the Village of Ashcroft and the business community providing business retention and expansion information, coordinating events and promotions that support shop local initiatives and acts as a resource for doing business in Ashcroft. In addition to promoting Ashcroft for investment and growth the EDTC is also responsible for tourism promotion and oversees most of the Village advertising. The EDTC is responsible for coordinating the Ec. Dev. Working group meetings, agendas and minutes as well as implementing the working group established priorities and other related duties as assigned. In addition to the EDT function the EDTC will be a third level of support to the Administrative Assistant when the Executive Assistant is unavailable and support the CFO and CAO in grant writing, grant management and grant reporting.

**Qualifications:**

Economic Development certification is preferred or a minimum two (2) years experience in the field of Economic Development and Tourism service. Excellent communication and client service skills (written and verbal), proficient in Microsoft Word, Office, Publisher and Excel, detail oriented, able to multitask and prioritize with excellent time management skills.

### **BYLAW OFFICER**

Reporting to the Chief Administrative Officers of Ashcroft, Cache Creek and Clinton, the Bylaw Enforcement Officer (BEO) supports the maintenance and enhancement of each Village's safety, wellness, and attractiveness while reducing the risk of liability. The BEO investigates and seeks resolution to a variety of regulatory issues. This role has extensive contact with the public and liaises closely with regulatory departments within the Villages of Ashcroft, Cache Creek and Clinton.

Duties include enforcing bylaws, encouraging voluntary compliance, interpretation of municipal bylaws and federal and provincial legislation, explain legislation to the public, reports to CAO's and Council, keep detailed records, review and assist with bylaw updates, issue violation notices and tickets, attend adjudication hearings when necessary, and other related duties as assigned.

### **MUSEUM CURATOR (SUPERVISOR)**

Includes supervision and training of casual staff employed in the Museum during the summer months. Responsible for the safety, care and cleanliness of the Museum and the items on display.

Duties include welcoming visitors, conducting tours and explaining the exhibits and the local history they represent maintaining archives, maintaining and cataloguing pictures and items for exhibition, so that proper records are readily available. As time permits, research work for individuals may be undertaken and the relevant fees collected for this service. Responsible for the handling of monies received in the Museum and for depositing them in the Village Office on a regular basis. Other miscellaneous duties arising from Museum operations as required.

### **SUMMER MUSEUM STUDENT**

The Summer Museum Student will work under the direction of the Museum Supervisor and will be required to perform general duties as assigned. The position is available to students who have attended school the previous year and intend to return to school in September. The wage for this position is at the discretion of the Village and never be less than one (\$1.00) dollar per hour above the minimum wage in the Province of BC. Article 26.J

- In lieu of Benefits will be applicable to this employee.

### **POOL SUPERVISOR**

Responsible for the overall management of the pool. In consultation with the Head lifeguard must be sure that all pool staff are properly doing their jobs so that a safe and enjoyable environment is maintained. Is responsible for selecting the pool equipment needed and bringing those requests to management (equipment such as toys, red cross badges and cards, etc.). Will do scheduling for the pool operating hours as well as staff working hours within the laid down budgets. Will order the necessary concession supplies and maintain an ongoing inventory. Must have good public relations. Must hold staff meetings. Will advertise and promote pool activities and events to ensure maximum usage by all ages. Is responsible for accounting for all cash received from both admissions and the concession and delivering this to the Village Office, Will report weekly to management on general operations. Will maintain the security of the facility during hours of operation. Responsible for pool chemical balance in conjunction with Public Works personnel.

#### **Certification**

A background in business administration with experience in handling cash and supervising employees.

### **HEAD LIFEGUARD**

Must have all qualifications for lifeguarding and for instructing swim lessons. Must abide by all the guidelines for lifeguards and instructors. Position includes lifeguard duties. Responsible that all pool staff are properly doing their jobs so that a safe and enjoyable environment is maintained and ensure that all deficiencies are reported to the Pool Supervisor. Must have good public relations. Plan and organize different courses and fun clubs for the public to join.

Have the pool area looking exciting with posters, pictures and other material. Responsible for the preparation of lesson schedules subject to the approval of the Pool Supervisor. Responsible for In-services with copies of written agendas submitted to the Village Office. May act as Pool Supervisor as required.

**Certification**

National Lifeguard Pool Certification (NL), Water Safety Instructor (WSI), and Lifesaving Instructor (LSI).

**SWIM INSTRUCTOR**

Teach water safety awareness. Make the water a fun and enjoyable place to be. Must teach the swimming skills required for each level of instruction. Have the lessons planned in advance of the class. Always maintain a safe environment. Have all equipment and teaching aids prepared and ready before the class begins. Also includes lifeguard duties.

**Certification**

National Lifeguard Pool Certification (NL), Water Safety Instructor (WSI).

**LIFEGUARD**

Scan the pool and pool area for any potential dangers. Prevent any potential accidents. Perform rescues according to the set out, planned procedures. Must be familiar with all safety procedures, as well as know how to use all safety equipment properly. Know how to activate E.M.S. Must fill out an accident report after every accident. Must have good public relations with children, teens and adults. Must be able to enforce the pool rules in a positive way. Take pool chemical tests and temperature tests at regular intervals. Must keep the pool environment clean and sanitary. Must keep and maintain the overall pool facility in an ongoing manner. Must follow the policies and procedures as set out in the Operations Manual. Other duties may be required according to the facility e.g.: changing the music tapes, regulating chlorine and soda ash levels, handing out pool toys and equipment, selling concession items, etc.

**Certification**

National Lifeguard Pool Certification (NL).

**LETTER OF UNDERSTANDING #1**

BETWEEN

THE VILLAGE OF ASHCROFT

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 900

**RE: BYLAW OFFICER (TERM)**

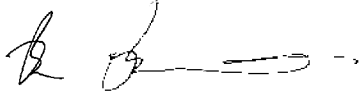
Whereas the employer wishes to establish a new position referred to as Bylaw Enforcement Officer. The parties agree that the position will fall under the terms of the current collective agreement, except as follows:


1. The position will be a term position that expires after a 2-year term. Start Date: Aug. 16, 2021
2. The employer will develop a job description, satisfactory to the union.
3. Hours of work will be 7 hrs. per day 4 days per week (2 days Ashcroft, 1 day Cache Creek, 1 day Clinton)
4. The successful candidate shall be entitled to first recall should the term be extended.
5. Rate of pay shall be \$27.47/hr and subject to annual increases as per Collective Agreement

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 18th day of April, 2023.

**ON BEHALF OF:**  
THE VILLAGE OF ASHCROFT

  
\_\_\_\_\_  
Daniela Dyck, Chief Administrative Officer

  
\_\_\_\_\_  
Brian Bennewith  
Director of Public Works


  
\_\_\_\_\_  
Barbara Roden,  
Mayor

**ON BEHALF OF:**  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 900

  
\_\_\_\_\_  
Harry Nott, CUPE National Representative

  
\_\_\_\_\_  
Ken Davis, Local 900 President

  
\_\_\_\_\_  
Josh White, Local 900 Ashcroft  
Bargaining Committee

  
\_\_\_\_\_  
Oscar Battel, Local 900 Ashcroft  
Bargaining Committee

**LETTER OF UNDERSTANDING #2**

BETWEEN

THE VILLAGE OF ASHCROFT

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 900

**RE: ECONOMIC DEVELOPMENT & TOURSIM COORDINATOR**

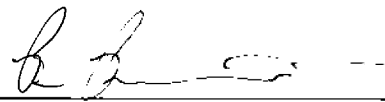
Whereas the employer wishes to establish a new position referred to as Economic Development & Tourism Coordinator. The parties agree that the position will fall under the terms of the current collective agreement, except as follows:

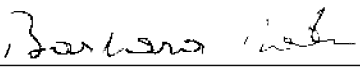
1. The position will be subject to ongoing grant funding received from Northern Development Initiative Trust (NDIT). If funding is terminated, the positions continuation will be at the discretion of Council and budget.
2. The employer will develop a job description, satisfactory to the union.
3. Hours of work will be 7 hrs. per day 5 days per week beginning January 1, 2023.
4. The successful candidate shall be entitled to first recall should the funding be suspended.
5. Rate of pay shall be \$25.00/hr and subject to annual increases as per Collective Agreement with full benefits.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 18th day of April, 2023.

**ON BEHALF OF:**  
THE VILLAGE OF ASHCROFT

  
\_\_\_\_\_  
Daniela Dyck, Chief Administrative Officer

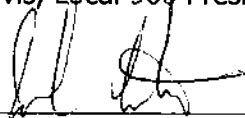
  
\_\_\_\_\_  
Brian Bennewith  
Director of Public Works


  
\_\_\_\_\_  
Barbara Roden,  
Mayor

**ON BEHALF OF:**  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 900

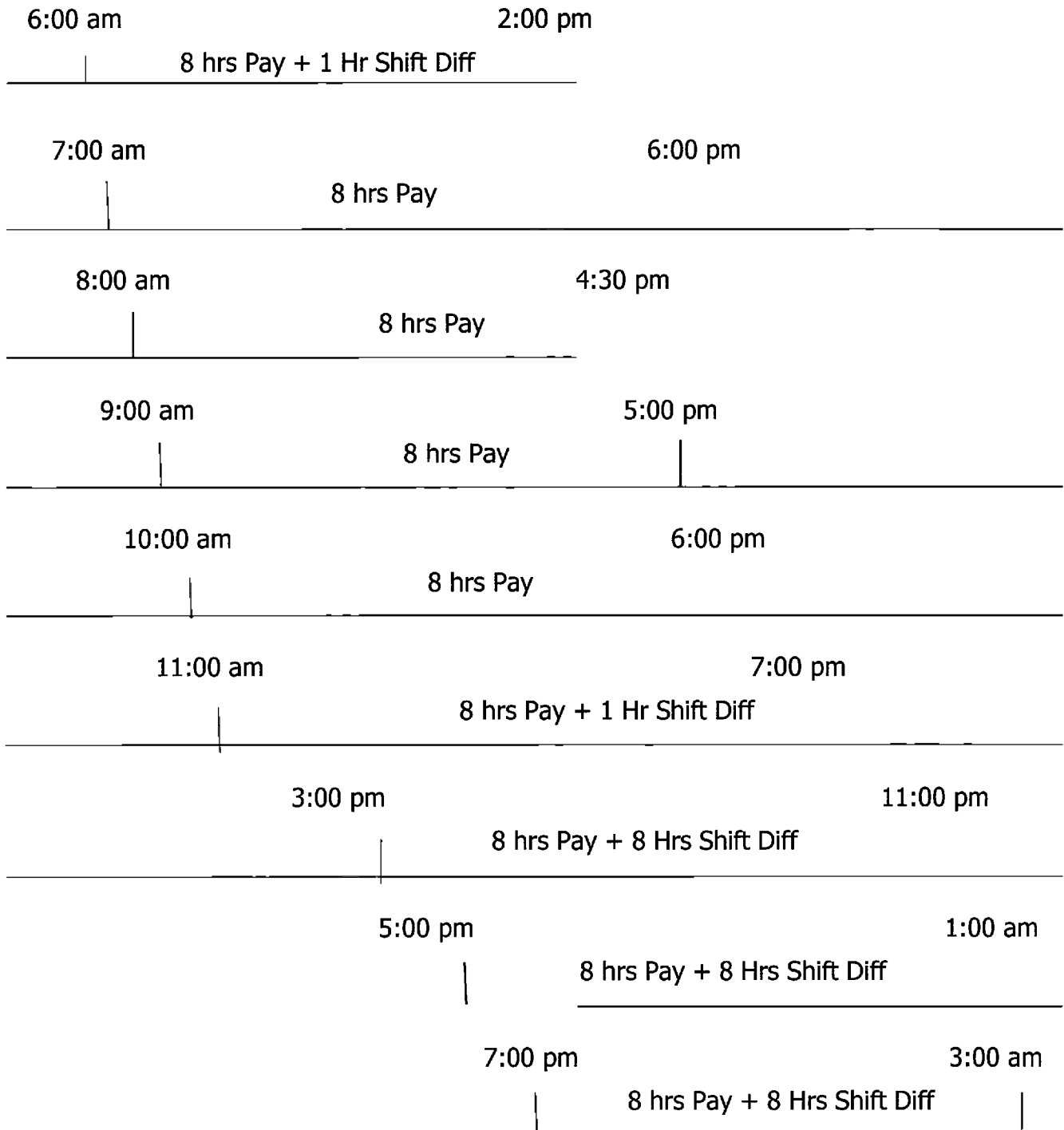
  
\_\_\_\_\_  
Harry Nott, CUPE National Representative

  
\_\_\_\_\_  
Ken Davis, Local 900 President

  
\_\_\_\_\_  
Josh White, Local 900 Ashcroft  
Bargaining Committee

  
\_\_\_\_\_  
Oscar Battel, Local 900 Ashcroft  
Bargaining Committee

**APPENDIX "1"**



**SHIFT DIFFERENTIAL EXAMPLES**

The concept applies equally to all Employees.

## **APPENDIX "2"**

### **Wellness/Physical Fitness Program**

The Employer recognizes there a wide variety of activities that lead to improved physical fitness and emotional health. The Employer will reimburse employees for pre-approved expenses related to activities and/or programs that lead to improved physical fitness and/or emotional health.

Such activities must be action oriented and/or educational and designed to modify lifestyles or behaviours to increase or improve muscular strength, skeletal strength, cardiovascular strength, flexibility or stability. The Employer will establish procedural requirement for re-imbusement of expenses related to the wellness program, including a list of Employer-approved eligible expenses under the program and a provision for employees to submit an application to the Employer for pre-approval of any proposed expenses that are not explicitly included on the Employer's list of approved eligible expenses.

The expenses must be for the exclusive use of the employee and may not be used to fund activities for family members.

The annual allowance for wellness expense reimbursement is one hundred fifty dollars(\$150.00) for Permanent Full Time Employees. Employees who are hired during the year will have their benefit pro-rated to thirteen dollars (\$13) a month. There is no wellness allowance for casual, temporary or seasonal employees.

The wellness reimbursement program will begin in 2018. Each qualifying employee may receive wellness expense reimbursements to the maximum annual allowance in each calendar year starting each January 1<sup>st</sup>. Unused portions of the annual allowance for wellness expense reimbursement may not be carried over to following years.

## APPENDIX "3"

### Wellness/Physical Fitness Program – Eligible Reimbursement Expenses

Effective date: January 1, 2018

The following outlines:

- The activity and equipment costs that are eligible for reimbursement under the Village of Ashcroft Employee Wellness and Reimbursement Program;
- The process for considering employee requests for eligibility exceptions for activities and equipment not specifically identified below as being eligible; and
- The activity and equipment costs that are specifically excluded from eligibility under the reimbursement program.

#### Eligible Wellness Reimbursement Expenses:

##### 1) Fitness and Sport Activity Expenses

Fitness and sport activity costs that are incurred for the purpose of participating in sport and fitness activity, which includes:

- a) Memberships to gyms or sports clubs
- b) Sport league fees
- c) Tournament fees
- d) Lift tickets/passes
- e) Licenses including fishing and hunting
- f) Sport/fitness program, educational and drop in fees
- g) Exercise videos

##### 2) Fitness and Sport Equipment Expenses

Fitness and sport equipment which is required for participation in sports or fitness activities, including:

- a) Sports and fitness equipment such as: yoga mats, hockey sticks, curling brooms, skis, jogging strollers, canoes, kayaks, fishing rods, bicycles, golf clubs, tennis racquets, snowshoes;
- b) Footwear such as: running shoes, cleats, skates, ski boots, golf shoes, curling shoes, hiking boots;
- c) Fitness equipment/machines such as: treadmills, elliptical trainers, stationary bikes, rowing machines, weight benches/weights, heart rate monitors, balance boards;
- d) Protective/safety equipment and courses such as: helmets, hockey padding, mountain bike armour, personal floatation devices, reflective vests, avalanche safety equipment, safety courses (e.g.: first aid, avalanche safety, outdoor survival)

### **3) Weight Loss/Nutrition Program Expenses**

Weight loss and nutrition program costs such as: Weight Watchers, Jenny Craig, Herbal Magic, LA Weight Loss, Ideal Protein and similar programs, but excluding the cost of food and supplements.

#### **Exceptions: Additional Wellness Expenses That May Be Approved Upon Request**

While the Village of Ashcroft has made every effort to cover a broad range of activities, services and equipment expenses associated with health and wellness, some expenses that are not listed above may be eligible for reimbursement upon request. Exception requests should be directed to the Chief Administrative Officer. If you are unsure as to whether a particular activity, service or piece of equipment will be eligible for reimbursement, you should submit the request to the CAO prior to incurring any costs.

#### **Excluded Expenses:**

The following costs are specifically **excluded** from eligibility under the Village of Ashcroft Employee Wellness Reimbursement Program:

- 1) All costs incurred by someone other than, or for the benefit of someone other than, a permanent full-time employee of the Village of Ashcroft.
- 2) All costs incurred for treatments and equipment covered by the Village of Ashcroft Extended Health Plan (e.g.: massage therapy, physiotherapy, chiropractic, acupuncture, orthotics, etc.)
- 3) All costs incurred outside of the calendar year during which the Request for Reimbursement Form is submitted.
- 4) Firearms, ammunition and firearm accessories.
- 5) Motorized vehicles (ATVs, snowmobiles, motor boats, dirt bikes) and equipment licenses and accessories needed to operate motorized vehicles.
- 6) Clothing and apparel.
- 7) Used fitness and sport equipment.
- 8) Food and supplements, including performance, dietary and vitamins.
- 9) Cosmetic and beauty products and services, including spa treatments.
- 10) Fees for watching sports or fitness events.
- 11) Costs incurred while on vacation.

## **APPENDIX "4"**

### **Request for Reimbursement Form**

The Village of Ashcroft's Request for Reimbursement Form for the Employee's Wellness Program is on the next page.



## Request for Reimbursement

Village of Ashcroft  
Employee Wellness Reimbursement Program

Employee Name: \_\_\_\_\_

Date submitted: \_\_\_\_\_

DATE	DESCRIPTION	VENDOR	PRICE (CDN \$ ONLY)

Total Claim Amount \_\_\_\_\_

Employee Signature \_\_\_\_\_

**Eligibility**

The Village of Ashcroft Employee Wellness Reimbursement Program is for expenses incurred by, and for the benefit of, a permanent full time employee of the Village. All permanent full time employees on January 1<sup>st</sup> of each calendar year will be eligible for the benefit. Employees hired through the year will have their benefits pro-rated to \$13/month of employment. Costs incurred by family members are not eligible. Maximum benefit is \$150/year.

Employees must submit this Request for Reimbursement form with all receipts for the benefit year, **one time per year**, to the Chief Financial Officer. Claims must be submitted prior to December 24<sup>th</sup> in each year to receive reimbursement.

Claimed expenses will not be reimbursed if copies of the original receipts are not attached.

Costs exceeding the maximum annual eligible amount under the Village of Ashcroft Employee Wellness Reimbursement Program may not be carried forward to another year.

Unused wellness entitlements in any year may not be carried forward into another year.

Village of Ashcroft Finance Department

Approved By: \_\_\_\_\_

Signature of CFO/CAO \_\_\_\_\_

Date \_\_\_\_\_