

COLLECTIVE AGREEMENT

BETWEEN

THE DISTRICT OF STEWART



AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1804**

CUPE

JANUARY 1, 2025 – DECEMBER 31, 2027

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COLLECTIVE AGREEMENT

BETWEEN:

THE DISTRICT OF STEWART

(hereinafter called the "Employer")

Party of the First Part:

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1804 (Stewart)

(hereinafter called the "Union")

Party of the Second Part:

ARTICLE 1 **PREAMBLE**

1.01 **Purpose**

It is the purpose of both Parties to this Agreement:

- (a) To maintain and improve harmonious relations and settle conditions of employment between the Parties.
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- (c) To encourage efficiency in operations.
- (d) To promote the morale, well-being and security of all employees in the Bargaining Unit of the Union.

1.02 **Collective Agreement**

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

1.03 **(a) Recognition of First Nations**

The Parties to the agreement recognize that the Employer objectives include service to First Nations, Métis and other ethnic communities and the promotion, preservation, protection and interpretation of their histories, languages, cultures, and artistic heritages using ways of knowing and understanding.

(b) Non-Derogation

For greater certainty, nothing in this agreement shall be construed so as to abrogate or derogate from the protection provided for existing Aboriginal or treaty rights of the Aboriginal peoples of Canada by the recognition and affirmation of those rights in Section 35 of the Constitution Act, 1982.

ARTICLE 2 **MANAGEMENT RIGHTS**

2.01 **Right of the Employer**

Without restricting the rights of the employees under the term of this Agreement, the Union recognizes the right of the Employer to manage its affairs and operations and to direct its working forces, including the right to discipline or suspend or discharge for proper cause, and the right to hire, promote, assign work, lay-off, transfer, determine job content and evaluate jobs, and the foregoing shall not be deemed to exclude other functions of Management not specifically covered in this Agreement. The Employer shall not exercise its rights to direct the working forces in a discriminatory manner.

2.02 **Excluded from Unit**

The following positions shall be excluded from the Bargaining Unit:

- (a) Chief Administrative Officer
- (b) Assistant CAO
- (c) Director of Financial Administration
- (d) Superintendent of Public Works
- (e) Director of Community Development
- (f) Fire Chief
- (g) Economic Development Officer
- (h) By-law Enforcement Officer

ARTICLE 3 **RECOGNITION AND NEGOTIATION**

3.01 **Canadian Union of Public Employees**

The Employer recognizes the Canadian Union of Public Employees and its Local 1804 as the sole and exclusive collective bargaining agent for all employees as certified by the Labour Relations Code of British Columbia.

3.02 **Work of the Bargaining Unit**

Persons whose jobs are not in the Bargaining Unit shall not work on any jobs which are included in the Bargaining Unit, except in cases mutually agreed upon by the Parties or in emergency situations.

3.03 **Part-Time and Temporary Employees**

This Collective Agreement is fully applicable to all part-time, temporary and casual employees unless otherwise stipulated in this Agreement.

3.04 **No Strikes or Lockouts**

There shall be no strikes or lockouts so long as this Agreement continues to operate (Section 58 of the Labour Relations Code of BC).

3.05 No Other Agreement

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

3.06 Equipment Delivery

Where the equipment, machinery or vehicles are purchased or leased by the District of Stewart:

- (a) Delivery included in the purchase or lease price (F.O.B. Stewart), where equipment, machinery or vehicles are not operated during the delivery (e.g., shipped by barge or transport vehicle), may be arranged through the vendor or purchaser.
- (b) Where equipment, machinery or vehicle is operated (driven) to Stewart, such delivery shall be the work of, and done by, the Bargaining Unit, unless deemed not feasible by the Employer.

ARTICLE 4 UNION MEMBERSHIP REQUIREMENT

4.01 All Employees to be Members

All employees shall become and remain members in good standing of the Union according to the Constitution and By-Laws of the Union.

4.02 Potential Employees

The Employer agrees to acquaint potential employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off.

The Employer will allow a designated Union official fifteen (15) minutes with all new employees, in order to acquaint new Members with the Union.

4.03 Copies of Agreement

On commencing employment, the employee's immediate Supervisor shall introduce the new employee to their Union Steward or representative. The Steward or representative will provide them with a copy of the Collective Agreement.

ARTICLE 5 CHECK-OFF OF UNION DUES

5.01 Check-Off Payments

The Employer shall deduct from every employee any dues, initiation fees or assessments levied, in accordance with the Union Constitution and By-Laws.

The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the Employee's covered by this Collective Agreement. Such notice shall be communicated to the Town at least thirty (30) days prior to the effective date of the change.

5.02 Employee to Sign Check-Off Form

Each employee shall sign a check-off form authorizing the Employer to deduct from their earnings and to pay to the Union any initiation fees, Union dues or assessments.

ARTICLE 6 CORRESPONDENCE

6.01 Correspondence between Parties

Except as otherwise provided in this Agreement, all correspondence between the Parties arising out of this Agreement and incidental thereto, shall pass to and from the CAO or their designated delegate and the President of the local Union.

ARTICLE 7 LABOUR MANAGEMENT BARGAINING RELATIONS

7.01 Bargaining Committee

The Bargaining Committee shall be limited to a maximum of **three (3)** members of the Union (plus the National Representative) and **three (3)** representatives of the Employer (plus the Administrator). The Union will advise the Employer of the Union nominees to the Committee.

7.02 Representative of Canadian Union

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

7.03 Required to Act Only on Directions of Their Immediate Foreman, Etc.

- (a) The District agrees that Bargaining Unit employees shall not be required nor permitted to take direction from municipal councilors, committee members, representatives, or members of the public. Direction shall be provided by management and supervisory personnel only pursuant to the District's organizational Chart.
- (b) In the absence of a CAO, Council may appoint a representative to act as CAO to manage the day to day operations of the District until a new CAO is hired.

7.04

Joint Labour Management Committee

(a) Committee Structure

The Parties shall appoint a Joint District Labour Management Committee composed of not more than two (2) members of management and two (2) members of the Union, with the understanding that additional knowledgeable and appropriate people may attend to speak on specific issues. The committee Chair will alternate between the Parties.

(b) Meeting of the Committee

On the request of either Party, the Parties shall meet at least once every two (2) months until this Agreement is terminated for the purpose of discussing issues relating to the workplace that affect the Parties or any employee bound by this Agreement. Participants will be paid straight time wages for attendance at meetings.

(c) Purpose of the Committee

The purpose of the Committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work-related skills and to promote workplace productivity.

ARTICLE 8 GRIEVANCE PROCEDURE

8.01 Recognition of Union Stewards and Grievance Committee

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

8.02 Permission to Leave Work

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their Union duties, while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each Steward is employed by the Employer and that they will not leave their work during working hours except to perform their duties under this Agreement, with the prior approval of their Supervisor. It is understood and agreed that grievances will normally be dealt with at the end of the regular shift.

8.03

Settlement of Grievance

In the event that any difference arises out of the interpretation, application, operation or any alleged violation of this Collective Agreement, including any difference arising from the discipline, suspension or dismissal of an employee, and including any question as to whether any matter is arbitrable, such question or difference shall be finally and conclusively settled without stoppage of work in the following manner:

Step 1

The employee, or employees, with their Union Representative shall within ten (10) working days of when the employee became aware of the difference, meet with the immediate Supervisor to discuss and try to resolve the issue. The grievor has the right to be present at each step of the grievance procedure.

Step 2

Failing satisfactory settlement being reached with the immediate Supervisor within ten (10) working days of the date the grievance was presented at Step 1, the Union will submit the written grievance to the Immediate Supervisor within ten (10) working days and upon receipt of the grievance they shall meet with the Union to discuss the issue and will render their decision in writing within ten (10) working days.

Step 3

If a satisfactory settlement is not reached after the dispute was submitted at Step 2, then the Union may submit the dispute within fifteen (15) working days, to the Chief Administrative Officer, who shall meet with the Union with a view to resolving the dispute. The Chief Administrative Officer shall respond and set a meeting date within fifteen (15) working days of receipt of the grievance meeting request. The Council shall render a decision in writing within ten (10) working days of the meeting. The Union may, at the conclusion of Step 2, submit the dispute to arbitration rather than to the District Council.

Step 4

Failing satisfactory settlement being reached at Step 2 or Step 3 (depending on the choice made), either Party may refer the dispute to mediation and/or arbitration within thirty (30) calendar days of the receipt of the grievance at that previous step.

8.04

Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union or the Employer has a grievance, Step 1 of this article may be bypassed.

8.05 Refusal of Unsafe Work

No employee shall carry out or cause to be carried out any work process or operate or cause to be operated by any tool, appliance or equipment when that person has reasonable cause to believe that to do so would create an undue hazard to the health or safety of any person. Any employee who refuses to carry out a work process or operate a tool, appliance or equipment shall forthwith report the circumstances of the unsafe condition to their Supervisor.

Such an employee shall not be subject to disciplinary action and temporary alternative work will be provided, at no loss in pay, until the matter is resolved.

After resolution of the matter determined by WorkSafe BC, affected employees will be returned to their duties and the matter will be considered resolved.

8.06 Replies in Writing

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

8.07 Failure to Act Within Time Limits

It is the intention of the Parties that grievances should be presented and dealt with strictly in accordance with the time limits provided in Article 8.03 (Settlement of a Grievance). Time limits may be extended by mutual agreement or by an Arbitrator.

ARTICLE 9 ARBITRATION

9.01 Arbitration and Expedited Arbitration

(a) When either Party requests that a grievance be submitted to arbitration, the request shall be made in writing, addressed to the other Party of the Agreement. A grievance shall be heard by a single Arbitrator, who will be selected with mutual agreement of both Parties. If the Parties are unable to agree on an Arbitrator within seven days, then either of them may apply to the Minister of Labour for the Province of British Columbia to appoint an Arbitrator.

(b) Expedited Arbitration

By mutual agreement of the Parties, an unresolved grievance proceeding to arbitration may be referred instead to an expedited or "fast track" arbitration, which shall be chaired by a mutually agreed to Arbitrator, who shall agree to have a hearing governed by the following criteria:

- i) No legal council will be used by either Party. The Union will use elected officers of the Local or a National Representative. The Employer will use either its excluded staff or its consultant.
- ii) The Parties will try to arrive at a prepared, agreed to statement of facts for joint presentation to the Arbitrator.

- iii) Formal rules of evidence will be waived except for the rule of "onus".
- iv) The procedural guidelines for expedited arbitration are agreed to as follows:
 - (1) Opening Statement

A short concise statement of issues will set out the case from each perspective. The appointee will seek at this point to define the real issue and to determine what evidence is agreed to and what is not.
 - (2) Hearing

Sufficient witnesses should be called to ensure the facts and allegations are adequately canvassed. Where it is an issue of credibility or conflicting evidence, key individuals may be required by the appointee to testify.
 - (3) Argument

The Parties will not cite exhaustive arbitral jurisprudence but will normally refer to Brown and Beatty or Palmer for summary purposes.
 - (4) Decision

If an attempt at a mediated settlement fails or is not appropriate, and if the ensuring arbitral decision can be rendered after a short deliberation, the Arbitrator will do so.

9.02 Disagreement on Decision

Should the Parties disagree as to the meaning of the Board's decision, either Party may apply to the Arbitrator to reconvene the Arbitration to clarify the decision, which it shall do within five (5) days.

9.03 Arbitration Expenses

Each Party shall pay one-half (1/2) of the fees and expenses of the Arbitrator.

ARTICLE 10 DISCHARGE, SUSPENSION AND DISCIPLINE

10.01 Just Cause

The Employer shall not dismiss or discipline an employee bound by this Agreement except for just and reasonable cause. Grounds for dismissal or discipline shall be provided in writing and evidence in an arbitration shall be limited to the grounds stated in the discharge or discipline notice to the employee.

10.02 Discipline

When an employee has been given a written reprimand, suspension, disciplinary demotion or is dismissed from employment, the employee shall be informed in writing as to the reason(s) for such action, with a copy to the President of the Union unless the employee requests that no such copy be provided.

10.03 Right to have Union Representatives Present

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

10.04 Right to Refuse to Cross Picket Lines

- (a) All employees covered by this Agreement shall have the right to refuse to cross a legal picket line arising out of a dispute and defined in the Labour Relations Code of British Columbia. Any employee failing to report for duty shall be considered to be absent without pay.
- (b) Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

10.05 Human Rights Code Applies

The Parties agree to abide by the provisions of the Human Rights Code. All disputes arising under the Human Rights Code shall be handled under the grievance process.



ARTICLE 11 SENIORITY

11.01 Seniority Defined

Seniority is defined as the length of service in the Bargaining Unit of regular employees and shall be used in determining preference or priority for promotions, transfers, demotions, lay-offs and recall. Seniority shall operate on a Bargaining-Unit-wide basis. Casual and temporary employees shall acquire seniority on the casual/temporary seniority list as per 11.02 (Seniority List).

11.02

Seniority List

- (a) The District shall maintain regular employee and casual/temporary employee seniority lists showing the date upon which each employee's service commenced. Seniority is based on that date of hire. There shall be one (1) seniority list for regular employees and one (1) for casual/temporary employees.
- (b) The employees on the casual seniority list shall be called in and scheduled on an equitable basis as possible based on their availability and qualifications.
- (c) When a casual or temporary employee applies for and is confirmed in a regular position, their casual/temporary seniority will be calculated based on the number of hours worked from date of hire. The regular seniority date will then be the date of confirmation in a regular position backdated to allow for casual seniority.
- (d) An employee on the casual seniority list shall have first consideration over external applicants for temporary, casual and regular positions in the same kind of work but shall not have preference over an employee on the regular employee seniority list.
- (e) An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

11.03

Probation for Employees

During the probationary period, employees shall be entitled to all rights of this Agreement, except as expressly set out otherwise. A probationary employee may be discharged at any time during their probationary period when the District considers it advisable to do so and shall not have recourse to the grievance or arbitration procedures. After completion of the probationary period, seniority shall be effective from the original date of employment.

- Regular Employees: shall be on probation for a period of up to four hundred eighty (480) hours worked from the date of hiring.
- Casual Employees: shall be on probation for the first four hundred and eighty (480) hours of work.

By mutual agreement between the Parties, an employee's probation period may be extended by an agreed upon period of time.

Casual Employees who are hired into a regular position and have already worked four hundred and eighty (480) hours of work for the District as a casual will not be subject to a new probationary period.

11.04

Employee Definition

(a) Probationary Regular Employee

An employee who holds a regular position and is serving the four hundred eighty (480) hour probationary period.

(b) Regular Employee

An employee who has successfully completed the probationary period and includes full-time and part-time employees.

(c) Casual Employee

A person employed on a day-to-day basis who does not have posted or regular hours of work.

(d) Temporary Employee

Except in the case of students, a person employed for a specified period of up to four (4) months unless extended by mutual agreement of the Parties.

Unless otherwise agreed between the Parties, if employment continues beyond four (4) months, the employee shall be considered regular and seniority shall date from original date of hire.

(e) Students

A student is defined as an individual who will be returning to High School, University, College or a Technical Institute, within five (5) months of employment termination with the Employer.

Students shall not be hired for a period exceeding eighty (80) working days. It is understood that students are typically hired for seasonal summer employment.

The Employer may employ students in reasonable numbers from time to time provided that no employee shall be laid off, discharged or displaced from their regular employment, and no employee's recall from layoff shall be delayed as a result of employing a student.

i) The Employer shall notify the Union in writing thirty (30) days in advance of intent to hire students.

ii) The Employer and any student so employed may agree that the employment of the student shall be for a specified period not exceeding eighty (80) working days, for High School, University, College or Technical students and the expiry of that period shall be just and reasonable cause for termination of employment.

11.05

Mailing Address

It will be the responsibility of the employee to notify the Employer of their current mailing address.

11.06 Loss of Seniority

An employee shall only lose their seniority and shall be considered as separated from employment in the event they:

- (a) are discharged for just cause and are not reinstated;
- (b) resign, which takes effect upon the last day worked, and/or does not rescind their resignation within forty-eight (48) hours;
- (c) fail to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause.
- (d) are laid off for a period longer than twelve (12) months;
- (e) retire; or
- (f) are casual employees who have not worked for the District for more than one (1) year.

It shall be the responsibility of the employee to keep the Employer informed of their current address.

11.07 No Loss of Seniority

Subject to Article 11.06 (Loss of Seniority), an employee shall not lose seniority rights if they are absent from work because of sickness, disability, accident, lay-off or leave of absence approved by the Employer.

ARTICLE 12 PROMOTIONS AND STAFF CHANGES

12.01 Job Postings

When a vacancy occurs or a new position is created inside the Bargaining Unit, the Employer shall immediately notify the Union in writing and post the position for a period of five (5) working days on bulletin boards located in the Municipal Office and Public Works Maintenance facilities so that all employees may know of such vacancy or new position.

12.02 Information on Postings

Such notice shall contain the following information: Nature of position, qualifications, required knowledge and education, skills, current shift, current wage or salary rate or range, and outline of current duties.

All such postings will include a recognition of the Nisga'a Traditional Territories.

12.03 Role of Seniority in Promotions and Transfers

Both Parties recognize:

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

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 12.02 (Information on Postings). Appointments for established positions from within the Bargaining Unit shall be made within fifteen (15) working days of posting.

12.04 Trial Period

The successful applicant shall be placed on trial for a period of up to **four hundred and eighty hours (480)** worked. By mutual agreement between the Parties, an employee's trial period may be extended. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, they shall be returned to their former position, wage or a salary rate and without loss of seniority. The employee, at their option, with five (5) working days' notice, may request to be returned to their former position at any time during the trial period. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority, and anyone hired as a result of the rearrangement may be terminated with five (5) working days' notice.

12.05 Promotions Requiring Higher Qualifications

Consideration for promotion may be given to the senior applicant who does not possess the required qualifications but is preparing for qualification prior to filling of the vacancy. Such employee may be given a period to qualify within a reasonable length of time and to revert to their former position if the required qualifications are not met within such time.

ARTICLE 13 TRAINING

13.01 (a) Upgrading Skills

An employee wishing to take training to upgrade, perfect or acquire skills related to their job or another job with the Employer shall make application in writing to the Employer. The Employer shall consider the request **in a fair and equitable manner**, and may approve the payment of wages, benefits and any or all costs related to the training.

(b) On the Job Training

The Employer shall, wherever possible, maintain a system of "on-the-job" training so that every employee shall have the opportunity to receive training and qualify for promotion or transfer in the event of vacancy arising. Accordingly, employees shall be allowed regular opportunities to learn the work of higher or equal positions during the regular working hours by arranging to exchange positions for temporary periods, without affecting the salary or pay of the employees concerned. Such opportunities for training shall be allocated according to the seniority provisions of this Agreement.

The Parties will develop a framework and schedule of individual training with opportunities for each interested employee. This will be implemented within four (4) months of ratification.

(c) Upgrading/Certification Training

The **Employer** shall provide training, or opportunities for training with pay, to ensure those employees required to achieve and maintain their certification or to upgrade existing skills, are able to do so. It is agreed that unless an employee provides an acceptable reason for not being able to attend, they are required to maintain their certification and shall attend training when it is offered.

The Parties agree to discuss and implement opportunities for joint training, specifically with a mind to addressing current or ongoing employment concerns.

ARTICLE 14 LAY-OFFS AND RECALLS

14.01 Role of Seniority in Lay-Offs

Both Parties recognize that job security shall increase in proportion to length of service.

Employees will be laid off in reverse order of their seniority. When layoffs occur, the Employee(s) occupying the position(s) affected will have the right to accept the layoff or be entitled to exercise their seniority to bump a less senior Employee, providing they have the qualifications, ability and skills to perform the work of the position they chose to bump into. The Employee must be able to perform the job within a reasonable period of orientation. Such period of orientation not to exceed thirty (30) working days.

14.02 Lay-Offs

The Employer shall notify employees who are to be laid off, twenty (20) working days prior to the effective date of lay-off. If the employee has not had the opportunity to work the days provided in this Article, they shall be paid for the days for which work was not made available.

14.03 Recall Procedure

Employees will be recalled in the order of their seniority providing they are qualified to do the work. No new Employee will be hired until those laid off have been given an opportunity for re-employment. Employees will not lose recall rights if they refuse a temporary position of two (2) weeks or less duration.

14.04 Right to Refuse a Recall

Laid off employees engaged in alternate employment and who are recalled shall be granted a period of two (2) weeks, in order to provide notice of resignation to their current Employer, so they may accept recall. Laid off employees engaged in alternate employment shall have the right to refuse a recall up to two (2) times within the recall period of twelve (12) months [Article 11.06 (Loss of Seniority) (d)] if the hours of work offered are less than those of the alternate employment.

ARTICLE 15 HOURS OF WORK

15.01 Regular Daily Hours

(a) Public Works:

The regular work day shall be eight (8) hours of work between the hours of 7:00 am and 3:30 pm, exclusive of a meal break.

(b) Clerical:

The regular work day shall be seven (7) hours of work between the hours of 8:30 am and 4:30 pm exclusive of a **meal** break.

(c) **Arena/Groundskeeper:**

The regular work day shall be eight (8) hours of work for five (5) consecutive days, in a seven (7) day period, exclusive of a meal break, as follows:

April 1 – September 30	7:00 am to 3:30 pm
October 1 – March 31	Flexible eight (8) hours per day x five (5) days

(d) **Visitor Centre:**

The regular work day shall be seven (7) hours of work, for five (5) consecutive days in a seven (7) day period, as scheduled, exclusive of a meal break.

- (e) The Union agrees to the right of the Municipality to reschedule shifts and work weeks during the snow season, commencing on November 1st, ending March 31st following, and the Municipality agrees to the right of the Union to be consulted on such scheduling.
- (f) Regular hours of work may be changed by mutual agreement of the Parties.
- (g) All applicable premiums shall apply.

15.02 Regular Work Week

The regular work week shall consist of five (5) days from Monday to Friday inclusive, unless otherwise stipulated in this Agreement.

15.03 Paid Rest Period

An employee shall be permitted a paid rest period on the job site of fifteen (15) consecutive minutes in both the first half and the second half of each shift.

15.04 Definition of Shifts

In recognition of the undesirable features of shift work, shift premiums shall apply on all shifts in which any hours are worked between 5:00 pm and 7:00 am. Shift premiums shall not apply on overtime hours.

ARTICLE 16 REPORTING FOR WORK

16.01 Reporting for Work

An employee reporting for work shall be paid two (2) hours at basic rate and four (4) hours if work commenced unless the reasons for canceling are not in the control of the Employer in which case it will be a minimum of two (2) hours paid.

ARTICLE 17 OVERTIME

17.01 Overtime Defined

Subject to Article 15.01 (Regular Daily Hours), overtime shall be paid for all time worked in excess of the regular work day and the regular work week. All overtime will be pre-approved by the Employer.

17.02 No Lay-off to Compensate for Overtime

- (a) Employees shall not be required to lay off during regular hours to equalize any overtime work.

- (b) When an employee is required to work six (6) hours or more overtime prior to a regular scheduled shift, the employee shall be given an eight (8) hour break between shifts. The employee shall receive time off with pay, at a mutually agreed upon time, in lieu of payment for any regularly scheduled hours of work which fall in the eight (8) hour period.

17.03 Compensation for Work after Daily Scheduled Hours

Overtime work after the regular daily hours shall be paid for at the rate of time and one-half for the first three (3) hours and double time after three (3) hours in any one day or shift.

17.04 Work on a Day of Rest

- (a) Work performed on the first day of rest shall be paid at the rate of time and one-half (150%) the employee's regular hourly rate of pay for the first three (3) hours; all hours in excess of three (3) hours to be paid at double the employee's regular hourly rate.
- (b) Work performed on the second day of rest shall be paid at the rate of double (200%) the employee's regular hourly rate for each hour worked.

17.05 Sharing of Overtime

Overtime and call-back time shall be divided as equitably as possible among employees who are willing and qualified to perform the available work.

17.06 Emergency Call-Out Guarantee

- (a) All Emergency Call-outs to be authorized by management prior to the employee reporting to work.
- (b) "Call-out" time shall be paid at (i) on a work day, overtime rates of their regular basic hourly rate of pay with a minimum of three (3) hours pay, or (ii) on a day of rest, pursuant to Article 17.04 (Work on a Day of Rest).
- (c) "Call-out" time shall be calculated from time of arrival at the yard or the job, or the time an employee was instructed to report, whichever is the later.
- (d) An employee shall return home upon completion of the work that gave rise to the emergency call-out.

17.07 Time Off in Lieu of Overtime

Instead of cash payment for overtime, an employee, when submitting the overtime slip, may request paid time off equivalent to the overtime pay. Such paid time off shall be taken at a time mutually acceptable to the employee and the Employer. An employee may accumulate time off to a maximum of eighty (80) hours. Once the maximum hours are accumulated, further overtime shall be paid in cash until the employee again qualifies to choose time off or cash payment. An employee who subsequently requests to be paid in cash shall be paid at the rate at which the overtime was earned, provided the payment is for a minimum of eight (8) hours pay.

ARTICLE 18 SICK LEAVE ENTITLEMENT

18.01 Sick Leave Defined

Sick leave means the number of working days a regular employee is absent from work without loss of pay or benefits due to illness or accident for which compensation is not payable under the provisions of the Workers' Compensation Act. To be eligible, an employee must have successfully completed the probation period. An employee may attend local health-related appointments with a licensed medical practitioner, which includes dentist, chiropractor, etc., which cannot be scheduled outside working hours, without loss of pay and the time shall be deducted from accumulated sick leave.

18.02 Sick Leave Entitlement

- (a) Each eligible employee shall accumulate sick leave benefits at the rate of one and two thirds ($1\frac{2}{3}$) days per month of service.
- (b) An employee shall accumulate unused sick leave from year to year, up to a maximum of one hundred thirty (130) days. **Should an employee reach the maximum of one hundred thirty (130) days, the over-accumulation will be paid out annually at sixty percent (60%).**

18.03 Medical Report

The Employer reserves the right, at its expense, to require a medical report where compensation is sought for any illness by an employee or in cases of suspected abuse.

18.04 Illness in the Family

Leave with pay will be granted up to a maximum of six (6) days off with pay per calendar year and without loss of seniority for serious illness in the immediate family or persons living as a member of the employee's immediate family.

The above paid leaves shall be limited to six (6) days per calendar year.

- (a) Any additional days required under this article shall be deducted from sick leave entitlement to a maximum of five (5) working days per year.
- (b) The Employer reserves the right, at its expense, to require a medical report where compensation is sought for any illness by an employee or in cases of suspected abuse.

18.05 Sick Leave Payout on Retirement

Upon retirement, employees shall be entitled to payout of unused sick days to a maximum of eight thousand five hundred dollars (\$8,500.00).

18.06 Family Responsibility Leave

An employee is entitled to up to five (5) days of unpaid leave in each calendar year to meet responsibilities related to the care, health or education of any member of the employee's immediate family.

"Immediate family" means the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee, and any person who lives with the employee as a member of the employee's family.

Family Responsibility Leave does not accumulate from year to year.

18.07 Disappearance of a Child

An Employee whose child under the age of nineteen (19) years disappears and where it is probably that the disappearance is the result of a crime, the Employee is entitled to unpaid leave totaling fifty-two (52) weeks to be taken within the fifty-three (53) week period commencing from the date of the child's disappearance.

18.08 Compassionate Leave

Employees will be granted a leave without pay of up to twenty-seven (27) weeks to care for a seriously ill or seriously injured family member. This leave is in addition to all other existing leave provisions in the Collective Agreement. During the leave, the Employee will continue to accumulate all benefits and seniority under the Collective Agreement. If the Employee chooses to make contributions for the period of the leave to the pension or benefit plan, the Employer will pay the Employer's contributions for the same period. On return from leave, Employees will be placed in their former position.

18.09 Sexual and Domestic Violence Leave

An Employee who experiences sexual or domestic violence, including psychological or attempted violence, as well as domestic violence directed at a child or other person under the Employee's care, is entitled to five (5) days of paid leave, as well as an additional five (5) days, plus fifteen (15) weeks of unpaid leave.

18.10 Voting Leave

All Employees are entitled to leave to vote in municipal, provincial and federal elections as required under the applicable election legislation.

ARTICLE 19 GENERAL HOLIDAYS

19.01 Days Listed

General Holidays are:

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

and any other day declared or proclaimed as a general holiday by the Federal, Provincial, or Municipal Government.

19.02 Entitlement/Pay - Regular Full-time Employee

When a general holiday falls on a regular full-time employee's scheduled work day, the Employer shall give the employee the day off without loss of pay.

When a general holiday falls on a day when a regular full-time employee is not scheduled to work, the Employer shall give the employee a day off in lieu, without loss of pay. This shall be either on the next scheduled work day of that employee, or on another mutually acceptable day.

A regular full-time employee who works on a general holiday:

- (a) shall be given another day off in lieu without loss of pay on the first scheduled work day of that employee following the general holiday, or on another mutually acceptable day (or at the option of the employee will be paid the equivalent cash value of that day off but will not receive a day off in lieu); and
- (b) shall be paid for hours worked on the general holiday at the rate of two (2) times the employee's basic rate.

19.03 Entitlement/Pay - Other Employees

For a part-time employee, and for a temporary employee:

- (a) When a general holiday falls on a scheduled work day, the Employer shall give the employee a day off.

- (b) When a general holiday falls on a day of rest, the Employer shall give the employee a day off in lieu, either on the first scheduled work day of that employee following the day off rest so affected, or on another mutually acceptable day.
- (c) Such an employee, who is employed at the time of the paid holiday and who has been paid for at least twelve (12) days in the thirty (30) calendar day period immediately prior to the paid holiday shall qualify to be paid for the paid holiday. A regular employee on approved paid leave of absence shall qualify for the paid holiday pay. An eligible employee shall receive pay for the paid holiday based on the average regularly scheduled hours worked over the previous twelve (12) qualifying days.
- (d) Such an employee shall be paid for hours actually worked on the general holiday at the rate of two (2) times the employee's basic rate.

19.04 On a Day of Vacation

When an employee is on vacation leave and a general holiday occurs, the general holiday shall not count as a day of vacation.

ARTICLE 20 ANNUAL VACATIONS

20.01 Annual Vacation Year

- (a) The vacation year for a probationary or regular employee shall be the calendar year (January 1st to December 31st).
- (b) For employees hired prior to September 1st, vacation year number one (1) will be the year of hire.
- (c) For employees hired between September 1st and December 31st, vacation year number one (1) will commence January 1st of the following year of hire.
- (d) An employee, upon application, may be allowed an extra ten (10) working days of absence without pay to be used in conjunction with their annual vacation.

20.02 Annual Vacation Entitlement

Upon written request, employees may carry over up to ten (10) vacation days for one (1) year. A regular employee and a probationary employee shall earn annual vacation leave, and vacation pay, in each vacation year as follows:

Vacation Year in Which Earned/Taken Vacation Leave:

1st Vacation Year	15 working days
2nd Vacation Year	16 working days
3rd Vacation Year	17 working days
4th Vacation Year	18 working days
5 th Vacation Year	20 working days

Thereafter one (1) additional day for each year of service. When an employee reaches their twenty-fifth (25th) year of service and thereafter, they will receive **forty (40)** days' vacation.

Annual vacation leave is pro-rated for part-vacation years of service, based on one-twelfth (1/12) for each complete month or major portion thereof.

20.03 Annual Vacation Scheduling

- (a) Annual vacation leave may be taken during the vacation year in which it is being earned. A probationary employee shall not be allowed to take annual vacation leave during the probation period.
- (b) Approval of vacation dates shall be subject to operational requirements. Vacation preference within the work location shall be on the basis of seniority. Schedules shall be completed and approved by March 31st of each year. An employee who does not indicate their selection by March 31st shall not be able to exercise their seniority rights for that vacation year and may be required to give thirty (30) calendar days' notice of vacation selection dates.
- (c) Vacation schedules, once approved by the Employer, shall not be changed, other than in the case of emergency, except by mutual agreement between employee and Employer.

20.04 Vacation Carry-Over

Upon written request, Employees may carry over up to ten (10) vacation days for one (1) year.

20.05 Annual Vacation Pay

Employees will be paid during each vacation period on their normal payday. At the end of the pay period incorporating December 31st of each year, based on the following calculation, any amounts still due for the calendar year will be paid to the employee, unless the employee makes a request under Article 20.02 (Annual Vacation Entitlement).

Upon separation from employment the following calculation will also be made and any vacation over-payments will be recovered from the employees final pay cheque.

For each working day of annual vacation to which the employee is entitled, the annual vacation pay shall be paid at the employee's current rate of pay and normal daily hours.

20.06 Sick Leave or Bereavement During Vacation

Sick leave or bereavement leave may be substituted for paid annual vacation leave when it can be established by an employee who is entitled to sick leave or bereavement leave, that a confining illness or an incapacitating accident or a death occurred while on vacation.

An employee is required to provide medical evidence that the confining illness or incapacitating accident would have resulted in them being absent from work had it occurred at a time when they were expected to report to work.

20.07 Vacation Pay for Temporary and Casual Employees

An employee who is not a regular or probationary employee shall be paid annual vacation pay of **eight** percent (**8%**), based on gross pay from the Employer, and this shall be paid on each pay cheque.

ARTICLE 21 LEAVE OF ABSENCE

21.01 (a) Negotiation Pay Provisions

Up to two (2) Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer.

(b) Grievance and Arbitration Pay Provisions

A maximum of two (2) Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved at grievance procedures.

(c) Leave of Absence for Union Functions

Upon request to the Employer, an employee elected or appointed to represent the Union at conventions or educational seminars may be allowed leave of absence without pay. Leave of absence without pay but without loss of benefits may be allowed to employees to attend executive and committee meetings of CUPE. Such leave shall not be unreasonably withheld.

With respect to leave of absence for Union business, the Employer shall continue to pay such representatives their regular wage or salary and the applicable percentage (%) for benefits and shall render an account for that amount. The Union shall reimburse the Employer within thirty (30) days.

(d) Leave to Work for the Union

An employee who is elected or appointed to a position with any body to which the Union is affiliated shall be entitled to leave without pay and benefits but with retention of seniority up to the date of commencing leave. Upon return to work, the employee shall be returned to their former or a comparable position. Such leave shall be for a maximum of one (1) year and only one (1) employee may be absent at any time.

21.02 Paid Bereavement Leave

An employee shall, upon request, be granted five (5) work days' leave of absence without loss of pay.

In the event of death of an Employee's spouse (including same sex or common-law spouse and fiancée), child or parent, the Employee will be entitled to leave of absence without loss of pay for five (5) days.

- a) In the event of death of an Employee's sister, brother, brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent or grandchild, the Employee will be entitled to leave of absence without loss of pay for five (5) days.
- b) In the event of death of an Employee's aunt, uncle, former or legal guardian, niece or nephew or any other second degree relative, the Employee will be entitled to leave of absence without loss of pay for three (3) days.
- c) Where the burial occurs at a locale in excess of four hundred (400) kilometers road distance one (1) way, such leave will include reasonable travel days with pay.

Where the funeral occurs outside of four hundred (400) kilometers road distance one (1) way, such leave without loss of pay shall include two (2) additional work days for travel.

Additional days without pay may be granted. The Employee will be paid for scheduled hours during the leave, which they otherwise would have worked. The Employee will be allowed to save one (1) day to attend the memorial service.

21.03 Pregnancy Leave

(a) Service Requirements

An employee shall qualify for pregnancy leave after completion of the probationary period. The Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy, subject to their ability to safely perform their employment duties.

(b) Seniority Status During Pregnancy/Parental Leave

While on pregnancy/parental leave, an employee shall retain their full seniority status.

(c) Procedure Upon Return from Pregnancy/Parental Leave

When an employee decides to return to work after pregnancy/parental leave, they shall provide the Employer with at least two (2) weeks' notice.

An employee who resumes employment shall be reinstated in all respects by the Employer in the position previously occupied by the employee, or in a comparable position, and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.

(d) Benefits During Pregnancy/Parental Leave

Benefits of Article 23 (Employee Benefits) shall continue to be provided while an employee is on pregnancy/parental leave.

(e) Pregnancy shall not disqualify an employee from any benefit arising from this agreement.

(f) Any other provisions of the current Employment Standards Act concerning Pregnancy or Parental Leave shall apply.

21.04 Education Leave

If approved by the Employer in writing, an employee may be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations or attend courses to upgrade their employment qualifications. This article does not include education pursuant to an apprenticeship program.

21.05 Jury Duty, Court Witness and Coroner's Inquest

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court, or coroner's inquest. The Employer shall pay such an employee the difference between their normal earnings and the payment they receive for service, excluding payment for travel, meals or other expenses. The employee will present proof of service and the amount of pay received.

21.06 Leave for Public Duties

The Employer recognizes the rights of employees to participate in public affairs. Therefore, upon written request, the Employer shall grant leave of absence without loss of seniority so that employees may be candidates in a Federal or Provincial election.

21.07 General Leave

The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be made in writing and approved by the Employer. Such request shall be given every consideration.

21.08 Spouse Leave

An employee shall be entitled to five (5) days leave with pay for their spouse's birth of their child.

21.09 Employee Injury

In the event an employee sustaining injury at work or becoming affected by occupational diseases during the course of their employment and becoming physically handicapped as a result thereof, the Employer shall endeavour to provide employment for the handicapped employee.

ARTICLE 22 PAYMENT OF WAGES AND ALLOWANCES

22.01 Pay Days

Employees shall be paid on a bi-weekly basis. Pay shall be deposited directly into the employee's bank account with pay statements available at the employee's place of work no later than 4:00 pm every second (2nd) Friday. Schedule "A" attached hereto forms part of this Agreement.

22.02 Rates for Leadhand

The Leadhand is one who, over and above their regular work, is assigned to supervise two (2) or more employees but remains under supervision.

22.03 Stand-By (On-Call)

1. Stand-by hours will be:
Weekends: Friday 15:31 hours to Monday 06:59 hours.
2. The Employee on stand-by shall be compensated at one (1) hour's regular pay for each six (6) hours on stand-by.
3. The Employee on stand-by will be required to do one (1) pump check in a twenty-four (24) hour period, for which they will receive two (2) hours at overtime rates in addition to the stand-by pay. In the event the District of Stewart implements a new water treatment system and pump checks may not be required, the matter will be referred to the Labour/Management Committee as outlined in #9 of this Article.
4. All Emergency Callouts to be authorized by management prior to the Employee reporting to work.

- a. "Callout" time shall be paid at overtime rates of their regular basic hourly rate of pay with a minimum of three (3) hours pay.
 - b. "Callout" time shall be calculated from time of arrival at the yard or the job, or the time an Employee was instructed to report, whichever is the later.
 - c. An Employee shall return home upon completion of the work that gave rise to the emergency callout.
5. Standing by on a paid holiday as listed in Article 19 (General Holidays) of the Collective Agreement, all work performed, shall be compensated as stand-by as in point three (3) and four (4) above, and as per Article 19.02 (Entitlement/Pay - Regular Full-time Employee) of the Collective Agreement.
 6. Employees who are required to stand-by shall be provided with a District of Stewart cell phone and a District of Stewart vehicle for the duration of the stand-by period.
 7. On call will be shared on an equitable basis among the regular Public Work's Employees who are qualified to do the work.
 8. Employees who have agreed to be on stand-by for a certain date(s) are responsible for the date(s) but shall have the ability to have another Public Work's person assume exchange date(s) provided the Employer receives, in writing, the notice of change, at least twenty-four (24) hours in advance.
 9. Any dispute arising out of the interpretation, application, or operation of the language contained herein will be resolved as per Article 8.03 (Settlement of Grievance) of the Collective Agreement.

22.04 Pay on Transfer, Lower-rated Job

When an employee is assigned to a position paying a lower rate, their rate shall not be reduced. Such an employee shall be considered to have a "red circle" rate and shall not receive a wage increase until the wage rate for the lower rated position exceeds their "red circle" rate.

22.05 Severance Package

A permanent regular employee who is laid off may, relinquishing recall-to-employment rights, elect to be paid severance pay in accordance with the following schedule:

- (a) Two (2) weeks' pay where the employee has completed at least twelve (12) months consecutive service;
- (b) After the completion of two (2) years consecutive service, one (1) additional week's pay; and for each subsequent completed year of consecutive service, an additional week's pay, up to a maximum of eighteen (18) weeks' pay in total.

A "week's pay" means the pay for the normal work week of the employee involved at the rate in effect on the effective date of the lay-off. The election by the employee to be paid severance pay must be made and the Employer so advised within forty-five (45) working days of the effective date of the lay-off.

22.06 Travel Allowance and Per Diem

- (a) When an employee is requested to use their personal vehicle for out of District work-related use, they shall receive the travel allowance as set out in the District policy, or **the current CRA rate** per kilometer, whichever is greater.
- (b) An employee out-of-town on District business shall receive the per diem as set out in District policy, or **one hundred dollars (\$100.00)** per day, whichever is greater.

ARTICLE 23 EMPLOYEE BENEFITS

23.01 Employer Contributions to Health and Medical Insurance

The Employer shall pay one hundred percent (100%) of the cost of the following plans:

- (a) Medical Services Plan
- (b) Extended Health Plan – including seven hundred dollars (\$700.00) vision care per family member every two (2) years.

In addition to vision care, the Employer shall pay one hundred percent (100%) of the premiums for eye examinations once a year for all employees and dependents; maximum benefit one hundred dollars (\$100.00) per person, reimbursed at one hundred percent (100%).

The Employer shall pay one hundred percent (100%) of the premiums for laser eye surgery, per year, for employees and their dependents, up to a maximum benefit of six hundred dollars (\$600.00), reimbursed at one hundred percent (100%).

- (c) Dental Plan
 - Plan A: One hundred percent (100%) of approved fee schedule. Teeth cleaning shall be every six (6) months.
 - Plan B: Ninety percent (90%) coverage for employees and dependents.
 - Plan C: Sixty percent (60%) to include coverage for employees and dependents up to a lifetime limit of five thousand dollars (\$5,000.00).

All eligible employees shall receive a Blue Cross "Direct Pay" card.

Only those employees who have successfully completed their probationary period are eligible for coverage.

The benefit plan shall be attached to and form part of this Collective Agreement.

23.02 Group Life Insurance

The Employer shall pay one hundred percent (100%) of premiums for a Group Life Insurance plan that provides life insurance equal to two (2) times an employee's annual rate of pay. The plan shall include accidental death and dismemberment. Only those employees who have successfully completed their probationary period are eligible for coverage.

23.03 Pension

All regular employees working full time shall participate in a pension plan under the terms of the Pension (Municipal) Act. Regular part-time employees having two (2) years of service and earning thirty-five percent (35%) of the yearly maximum of Canada Pension Plan pensionable earnings for those two (2) years may enroll in the plan. With the approval of Municipal Council, regular part-time employees, not covered above may participate in the Plan. Enrolment shall take effect upon successful completion of the probation period.

23.04 Long Term Disability

- (a) The Employer agrees to administer a Union sponsored Long-Term Disability Plan for eligible employees. The Plan and carrier shall be determined by the Union.
- (b) All regular full-time employees, upon completion of the probationary period, shall enroll in the Plan as a condition of employment. An eligible employee, unless already covered by a wage loss replacement plan, shall participate in the Long-Term Disability Plan. Eligible regular part time employees may enroll in the Plan on a voluntary basis and shall thereafter continue to participate so long as eligible.
- (c) The Employer agrees to deduct the premium from the earnings of each enrolled employee and forward the premiums and required reports once a month to the carrier of the Plan with a copy to the Union.
- (d) An employee shall continue to be covered by the Health and Welfare benefits of this Collective Agreement.
- (e) An employee while receiving benefits of the Plan or an eligible employee waiting for benefits to commence shall be considered on approved leave of absence until a doctor certifies that they are able to return to work or until the employee is unable to perform any work for the Employer (including through rehabilitation) as defined by the Plan.

23.05

Medical Referral

A regular employee shall be allowed up to two (2) days per medical referral within the Northwest and three (3) days per referral to Vancouver or elsewhere with an annual maximum of five (5) days without loss of pay for the purpose of attending medical facilities or medical practitioners outside of Stewart for the employee, spouse or child when:

- (a) such facilities or practitioners are not available in Stewart, or
- (b) a medical practitioner makes such a referral.

This includes dental (refer to Article 23.06 (Medical Travel) (a) - Intention) and therapeutic referrals. An additional five (5) days from an employee's sick bank may be taken when the annual maximum has been reached.

23.06

Medical Travel

The Parties agree to implement a medical travel and accommodation reimbursement plan:

- (a) Intention

The plan is intended to offset specified travel and accommodation costs for required medical treatments for regular employees (and dependents – children or spouse) that have completed their probation period, when referred for such treatment by their local physician.

The Parties intend that medical referrals, when made in conjunction with the employee, shall be first made within Stewart (if possible), secondly within the Northwest and lastly outside of the Northwest. Employees are required to advise their physician of this intention.

It is not the intention of the Parties that any employee shall be required to change physicians in order to meet the requirements of this plan.

The Parties agree that the District will not be responsible for travel costs that exceed a total of fifty-four thousand dollars (\$54,000.00) per year. Should medical expenses reach the threshold, the Parties agree that a six thousand-dollar (\$6,000.00) cap per employee family/per year will be implemented.

- (b) Exclusions

The plan does not cover loss of wages.

The plan does not cover the cost of meals.

The plan will not cover any cost that may be claimed under other health and welfare plans provided by the District.

Unless the District has previously granted an employee approval, they shall not combine a referral under this plan with other personal business such as vacation entitlement.

(c) Administration

The plan will be funded and administered by the District of Stewart.
The District will supply employees with claim forms when required.

(d) Limitations

- (1) Return economy airfare, bus, or return mileage may be claimed. Mileage (excluding taxi charges) will be based on **fifty-nine cents (\$0.59)** per kilometer, or per District travel policy, whichever is greater. Taxi/bus fares will be reimbursed with provided receipts.
- (2) Eligible accommodation costs (excluding meals) may be reimbursed to a maximum of five (5) consecutive days on one (1) visitation. Daily accommodation rates shall be actual expenses or **two hundred dollars (\$200.00)** per day when staying in a hotel, etc., whichever is less. When staying with relatives, friends, etc., this reimbursement shall be the lesser of actual expenses or ninety dollars (\$90.00) per day, or per District travel policy, whichever is greater.
- (3) Receipts will be required for actual expenses.

(e) Claim Procedure

The Parties agree that the District will administer the plan. Claims may be made on forms supplied by the District. All claims must be made within twenty (20) working days of the employees return to Stewart. In the event of a dispute as to a claim, a grievance may be instituted.

(f) Misrepresentation

The Parties agree that where an employee knowingly misrepresents the nature or amount of their claim, they will be required to repay all or part of the reimbursement and may be subject to discipline.

ARTICLE 24 **JOB CLASSIFICATION AND RECLASSIFICATION**

24.01 **Classification, Reclassification**

The classifications shall be as listed in Schedule A.

The Employer shall prepare classification specifications for each current classification in Schedule A. A copy of each of the specifications, and any changes made thereto from time to time, shall be provided to the Union.

If a new classification is established by the Employer or if a substantial change is made to any existing specifications, the rate and classification specifications will be established by the Employer and the Union will be advised. If the Union objects to the new rate in writing within thirty (30) days, the Parties will meet to negotiate the rate. If the Parties cannot agree on the rate, the rate will be determined by a one-person Arbitration Board established as provided in Article 9 (Arbitration) of this Agreement.

If an employee believes that as a result of changes in duties, they no longer substantially fall within the employee's classification, the employee may apply for reclassification to another or a new classification. The application will be considered by the Employer and if the employee is not satisfied with the result, the Union may process the matter of the appropriate classification at Step 3 of the grievance procedure. Should no settlement be reached, the arbitration step may be utilized with a one-person Arbitration Board. The Arbitrator, in such a case, is limited to determining which of the existing classifications is appropriate or requiring the Employer to establish a new one which is appropriate.

24.02 Acting Temporary Higher Capacity

A qualified employee being assigned work of a higher job class level shall receive the pay rate of that job classification. (An employee assigned work at a lower pay rate shall maintain their regular rate of pay.)

ARTICLE 25 SAFETY AND HEALTH

25.01 Safety Measures

Employees working in any unsanitary or dangerous jobs shall be supplied with all the necessary tools, safety equipment and protective clothing.

An Employee who is required by the Employer to wear or use any protective clothing shall have the equipment supplied at no cost to the Employee. Employees shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the Employee will participate in such instruction and training.

25.02 Safety Footwear

The Employer shall pay all full-time employees required by WorkSafe BC to wear safety footwear, three hundred and **seventy-five** dollars (**\$375.00**) per year, upon proof of purchase, as a safety footwear allowance. For seasonal employees, the boot allowance will be **two hundred and fifty** dollars (**\$250.00**) and will be reimbursed upon receipt.

The Employer shall supply each regular outside maintenance/ grounds Employee with one (1) high visibility winter jacket, upon proof of purchase. Jackets will be replaced on an as needed basis.

25.03 Maintenance of Work, Clothing, or Uniforms

It shall be the responsibility of the Employer to clean, launder and maintain all clothing and equipment issued.

25.04 Injury Pay Provisions

An employee who is injured during working hours and is required to leave for treatment for the remainder of the shift, is to be paid at their regular rate of pay.

25.05 Transportation of Accident Victims

Transportation to the nearest required physician or hospital for employees requiring medical care as a result of an accident shall not be at the expense of the employee, provided such accident occurred during the course of the employee's normal duties.

25.06 Good Housekeeping

All employees and the Employer shall observe the simple rules of good housekeeping, cleanliness and sanitation.

25.07 Reporting Unsafe Conditions

It shall be the duty of every employee to report immediately to their Supervisor an apparent unsafe working condition or practice.

25.08 Joint Safety Committee

- (a) A Joint Safety Committee will be established and will meet monthly. This committee will be composed of two (2) representatives of the Employer, and two (2) employees from the Bargaining Unit selected by the Union. The committee shall operate under the provisions of the WorkSafe BC Regulations. Employees attending meetings of the committee or performing duties as committee members shall do so without loss of pay.
- (b) As required by WorkSafe BC, each committee member shall receive an eight (8) hour mandatory Health and Safety training course recognized by WorkSafe BC without loss of pay or benefits. A good faith effort shall be made to hold the course in Stewart.

ARTICLE 26 TOOL REPLACEMENT

26.01 Mechanic Tools

A condition of employment, the Mechanic II shall supply their own hand tools. The Employer agrees to provide the necessary tools for changing tires, including impact wrenches. Tools damaged or lost while in use for the District of Stewart shall be replaced by the Employer with tools of equal value. Tools lost through theft from the Employer's premises or vehicles shall also be replaced by the Employer. The Mechanic II shall provide the Employer with a complete inventory of their tools.

ARTICLE 27 TECHNOLOGICAL CHANGE

27.01 Advance Notice

The Employer shall notify the Union ninety (90) days before the introduction of any technological change that will result in affecting terms and conditions of employment of an employee, or the laying-off of a regular employee.

Technological change shall be defined as (i) the introduction by the Employer of a change in its work, undertaking or business, or a change in its equipment or material from the equipment or material previously used by the Employer in its work, undertaking or business, or (ii) a change in the manner the Employer carries on its work, undertaking or business related to the introduction of that equipment or material.

27.02 Commencing Discussions

Where notice has been received by the Union in accordance with this Article, the Union may make written request to hold discussions with the Employer to examine alternative action. The Parties to this Agreement shall, within fourteen (14) days of the date the request was received, meet and commence discussions. Changes to this Collective Agreement may be considered.

27.03 Training Programme

An employee whose job shall be affected by a technological change shall be offered the necessary training in order to adapt to the technological change, without loss of wages and benefits. The Employer shall pay the cost of such retraining. After the period of training the employee shall be on trial in accordance with Article 12.04 (Trial Period), and during such trial period, be given an opportunity to fully adapt to the position.

27.04 Lay-Off Arrangements

If the Employer finds at the end of the trial period that the employee has not successfully adapted to the technological change, the Employer may lay-off the employee as per Article 14 (Lay-offs and Recalls).

27.05 Grievance

The grievance procedure, commencing at Step 3, shall be used to settle any disputes relating to adjustment to technological change.

ARTICLE 28 GENERAL

28.01 Gender Neutral Terms May Apply

This Agreement will reflect gender neutral language. Whenever the singular is used in this Agreement, it shall be considered as if the plural has been used where the context so requires.

28.02 Present Conditions to Continue

All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement, but may be modified by mutual agreement between the Parties.

28.03 Essential Services

The Union agrees to maintain essential services during a labour dispute.

28.04 Harassment & Bullying

The Parties agree that an employee has the right to work without harassment, sexual harassment, and bullying. A claim of harassment, sexual harassment, or bullying by an employee shall be considered a grievance and must be presented in accordance with Article 8 (Grievance Procedure).

28.05 Recreation Employees

Where the Employer hires recreation employees, it agrees to negotiate with the Union wages and working conditions.

28.06 Indemnification

The Employer agrees to carry the necessary third-party liability insurance indemnifying its employees.

28.07 Printing Agreement

The Employer will ensure copies of the Collective Agreement are printed as soon as practicable after execution and will provide a copy to each employee and will pay the printing costs.

28.08 Access to Personnel File

An employee shall have the right at a mutually agreeable time to have access to and review their personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

Adverse Reports

The Parties agree, provided there have been no further related offenses; any reference to discipline shall be removed from an Employee's file after eighteen (18) months.

28.09 Contracting Out

The Employer has the right to contract out work presently being contracted out.

28.10 Medical Certificates

The Employer shall pay the total costs for any medical reports or certificates required by an employee to obtain or renew a job-required driver’s license.

ARTICLE 29 TERM OF AGREEMENT

This Agreement shall be binding and remain in effect from January 1, **2025** to December 31, **2027**. It shall not terminate, but continue in effect from year to year thereafter, unless either Party, at any time within four (4) months immediately preceding the expiry of this Agreement, by written notice, requires the other Party to commence collective bargaining. If such notice is given, all terms and conditions remain in effect until a new agreement is ratified or until strike or lockout notice is given.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed and sealed on this May 20, 2025 day of May 20, 2025, in the year 2025 in the District of Stewart, Province of British Columbia.

Signed May 20, 2025, 2025.

FOR THE DISTRICT OF STEWART:



Tarra Barker, Chief Administrative Officer

Jessica Hill Director of Community Development

FOR CUPE LOCAL 1804:



Sharon Burke, President Local 1804

Derek Retza, Bargaining Member

SCHEDULE "A"

Pay Grid

CLASSIFICATION	January 1, 2024 (3%)	January 1, 2025 (4%)	January 1, 2026 (3.5%)	January 1, 2027 (3.5%)
Visitor Centre	\$23.54	\$24.48	\$25.34	\$26.23
Community Development	\$32.22	\$33.51	\$34.68	\$35.89
Labourer (Includes Lawn Mower)	\$32.22	\$33.51	\$34.68	\$35.89
Light Equipment Operator (Includes Garbage and Single Axle Trucks)	\$36.22	\$37.67	\$38.99	\$40.35
Arena Attendant/Groundskeeper (non experienced)	\$32.22	\$33.51	\$34.68	\$35.89
Arena Attendant/Groundskeeper (experienced)	\$36.23	\$37.68	\$39.00	\$40.37
Mechanic I	\$46.68	\$48.54	\$50.24	\$52.00
Maintenance I	\$36.79	\$38.26	\$39.60	\$40.99
Heavy Equipment Operator (Includes Street Sweeper, Tandem Axle Truck, Grader, Backhoe, Loader)	\$39.26	\$40.83	\$42.26	\$43.74
Mechanic II (Certified)	\$50.01	\$52.01	\$53.83	\$55.71
Maintenance II (Certified)	\$42.43	\$44.13	\$45.67	\$47.27
Foreman	\$42.95	\$44.66	\$46.22	\$47.84
Administrative Assistant	\$36.22	\$37.67	\$38.99	\$40.35
Accounting Clerk II	\$36.22	\$37.67	\$38.99	\$40.35
Clerk/Receptionist	\$30.97	\$32.21	\$33.34	\$34.51
Custodian	\$32.22	\$33.51	\$34.68	\$35.89
Student	\$23.54	\$24.48	\$25.34	\$26.23
College and University Students *	\$28.26	\$29.39	\$30.42	\$31.48

Shift Premium - an additional **\$2.00** per hour.

Leadhand Rate - an additional **\$5.00** per hour ****A comprehensive Job Description will be developed within three (3) months of ratification.**

The Employer will provide yearly training in relevant leadership courses, to promote and encourage a healthy and productive work environment.

Water/Sewer Treatment Certification – an additional **\$3.00** per hour.

Supervisory stipend - **\$1.50**/hour.

Employees who supervise two (2) or more employees shall be paid a supervisory stipend.

An employee who is required to attend meetings outside of their normal hours of work will receive a minimum of three (3) hours pay, at over time rates. Should quorum not be met, a minimum payment of **three (3) hours**, at overtime rates, will be paid.

LETTER OF UNDERSTANDING #1

Between

**The District of Stewart
(The "Employer")**

And

**CUPE Local 1804
(The "Union")**

Re: Visitor Centre Hours of Work

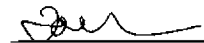
The Parties recognize that the District of Stewart Visitor Centre has operating hours outside of the Collective Agreement language provided in Article 15 (Hours of Work). Further, the Parties agree that the normal work week may be varied to accommodate the various roles and responsibilities normally performed in and by the Visitor Centre Employees.

It is understood that Visitor Centre employees shall have two (2) consecutive days off; and all other applicable Collective Agreement articles are in effect. The weekend premium does not apply to regularly scheduled Visitor Centre hours of work.

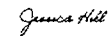
Further, the Parties recognize Visitor Centre Employees are seasonal. Should this status change, the Parties agree to meet and discuss necessary changes to language.

Signed May 20, 2025, 2025.

FOR THE DISTRICT OF STEWART:



Tarra Barker, Chief Administrative Officer



Jessica Hill, Director of Community Development

FOR CUPE LOCAL 1804:



Sharon Burke, President Local 1804



Derek Retza, Bargaining Member

LETTER OF UNDERSTANDING #2

Between

**The District of Stewart
(The "Employer")**

And

**CUPE Local 1804
(The "Union")**

Re: Fair Market Adjustments and Joint Job Evaluation

The Parties agree to jointly address discrepancies contained within schedule a of the collective agreement. Further, the parties agree to the following:

- To be completed by July 31st, 2023, a joint job maintenance committee to be struck, and a meeting held to develop terms of reference. The parties will each select two (2) committee members, who will meet two (2) times a month to complete a fair market review of all unionized positions within the district of Stewart. The parties agreed to meet to discuss best practices on implementation of potential wage adjustments.
- Further, the Committee will be tasked with developing the terms of reference for a Joint Job Evaluation Committee (JJECC). The Terms of Reference of the JJECC will include the following:
 - The Parties will each select two (2) Committee members.
 - The JJECC will:
 - Review and, where applicable, recommend adjustments to job descriptions for each classification; and
 - Review and, where applicable, recommend revised wage rates for each classification.
 - The Committee will meet once (1) a month to develop and implement a Joint Job Evaluation Plan of Action.

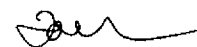
Both Parties may rely on resource people, outside of the Committee members, who may also assist in the development of the Terms of Reference.

Any adjustments recommended by the JJECC are subject to ratification by the Parties.

The Parties agree to review established Terms of Reference annually, to ensure relevance.

Signed May 20, 2025, 2025.

FOR THE DISTRICT OF STEWART:



Tarra Barker, Chief Administrative Officer



Jessica Hill, Director of Community Development

FOR CUPE LOCAL 1804:



Sharon Burke, President Local 1804



Derek Retza, Bargaining Member

LETTER OF UNDERSTANDING #3

Between

**The District of Stewart
(The "Employer")**

And

**CUPE Local 1804
(The "Union")**

Re: Joint Training and Development Committee

The Parties hereby agree to establish a Joint Training and Development Committee to fulfill the following duties:

- i) Develop a framework by which the committee will function, based on the principles that training is meant to:
 - a) Maintain current skills/certification**
 - b) Increase internal employment opportunities through skill/certification development****

This task will be completed no later than four (4) months after ratification.

- ii) Based on individual employee assessments of training needs and skill development, the Committee will create a schedule of training opportunities for each interested employee.**
- iii) The Committee will track and post relevant training opportunities and will notify those employees who indicated a specific interest in their "Individual Training Plan" (ITP). These employees will have first right to attend identified training opportunities, according to Article 13(b) Seniority.**
- iv) The Committee will keep a detailed log of training offered, who accepted and who opted out. Additionally, the Committee will log all costs associated with training opportunities.**
- v) All expenses for training will be as per Article 22.06**

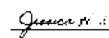
The Parties hereby agree to review this letter of understanding one (1) year after ratification.

Signed May 20, 2025, 2025.

FOR THE DISTRICT OF STEWART:



Tarra Barker, Chief Administrative Officer


Jessica Hill, Director of Community Development

FOR CUPE LOCAL 1804:



Sharon Burke, President Local 1804


Derek Retza, Bargaining Member

LETTER OF UNDERSTANDING #4

Between

**The District of Stewart
(The "Employer")**

And

**CUPE Local 1804
(The "Union")**

Re: Benefits and Bullying and Harassment Policy

The Parties hereby agree to the following conditions:

- a) The Parties will re-convene four (4) months post ratification, to review, updated/new employee benefit provisions.**

Any suggested changes will be subject to ratification by those employees impacted by said changes.

- b) The Parties hereby agree to meet four (4) months post ratification to review, adjust and align the District Bullying and Harassment Policy with Article 8 of the Collective Agreement.**

Signed May 20, 2025, 2025.

FOR THE DISTRICT OF STEWART:



Tarra Barker, Chief Administrative Officer

Jessica Hill

Jessica Hill, Director of Community Development

FOR CUPE LOCAL 1804:



Sharon Burke, President Local 1804



Derek Retza, Bargaining Member

LETTER OF UNDERSTANDING #5

Between

The District of Stewart

(The "Employer")

And

CUPE Local 1804

(The "Union")

Re: Administrative Assistant Stipend

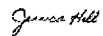
The Parties hereby agree that due to Operational restructuring, the position of Administrative Assistant will continue to receive a stipend of six dollars (\$6.00) The stipend is to recognize the first-hand knowledge and direct experience in all aspects of the District administrative/accounting functions, as well as to recognize the ability to provide mentorship and ongoing administrative support in these areas.

Signed May 20, 2025, 2025.

FOR THE DISTRICT OF STEWART:

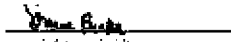


Tarra Barker, Chief Administrative Officer



Jessica Hill, Director of Community Development

FOR CUPE LOCAL 1804:



Sharon Burke, President Local 1804



Derek Retza, Bargaining Member

APPENDIX "A"

Pregnancy Leave & Parental Leave Provisions

(Employment Standards Act)

Maternity leave

- 50 (1) A pregnant employee who requests leave under this subsection is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that begins
- (a) no earlier than 13 weeks before the expected birth date, and
 - (b) no later than the actual birth date
- and ends no later than 17 weeks after the leave begins.
- (1.1) An employee who requests leave under this subsection after giving birth to a child is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the birth and ends no later than 17 weeks after that date.
- (2) An employee who requests leave under this subsection after the termination of the employee's pregnancy is entitled to up to 6 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the termination of the pregnancy and ends no later than 6 weeks after that date.
- (3) An employee who requests leave under this subsection is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, the employee is unable to return to work when the employee leave ends under subsection (1), (1.1) or (2).
- (4) A request for leave must
- (a) be given in writing to the employer,
 - (b) if the request is made during the pregnancy, be given to the employer at least 4 weeks before the day the employee proposes to begin leave, and
 - (c) if required by the employer, be accompanied by a medical practitioner's or nurse practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (3).
- (5) If an employee on leave under subsection (1) or (1.1) proposes to return to work earlier than 6 weeks after giving birth to the child, the employer may require the employee to give the employer a medical practitioner's or nurse practitioner's certificate stating the employee is able to resume work.

Parental leave

- 51 (1) An employee who requests leave under paragraph (a), (b) or (d) of this subsection is entitled to,

- (a) for a parent who takes leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 61 consecutive weeks of unpaid leave, which must begin, unless the employer and employee agree otherwise, immediately after the end of the leave taken under section 50,
 - (b) for a parent, other than an adopting parent, who does not take leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the birth of the child or children, and
 - (c) [Repealed 2011-25-327.]
 - (d) for an adopting parent, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the child or children are placed with the parent.
- (2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, an employee who requests leave under this subsection is entitled to up to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).
- (3) A request for leave must
- (a) be given in writing to the employer,
 - (b) if the request is for leave under subsection (1) (a) or (b), be given to the employer at least 4 weeks before the employee proposes to begin leave, and
 - (c) if required by the employer, be accompanied by a medical practitioner's or nurse practitioner's certificate or other evidence of the employee's entitlement to leave.
- (4) An employee's combined entitlement to leave under section 50 and this section is limited to 78 weeks plus any additional leave the employee is entitled to under section 50 (3) or subsection (2) of this section.