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**COLLECTIVE AGREEMENT BETWEEN**

**THE TOWN OF GOLDEN**

(hereinafter referred to as the Employer)

PARTY OF THE FIRST PART

AND

**THE CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2309**

(hereinafter referred to as the Union)

PARTY OF THE SECOND PART

**January 1<sup>st</sup>, 2025 to December 31<sup>st</sup>, 2025**

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## **PREAMBLE**

- (1) It is the purpose of both Parties of this Agreement:
  - a) To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union.
  - b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.
  - c) To encourage efficiency in operations.
  - d) To promote the morale, well-being and security of all employees in the bargaining unit of the Union, and
- (2) 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.

## **DEFINITIONS**

**“Employees”** as used in this Agreement shall mean all employees employed in those classifications listed in Appendices of this Agreement.

### **“Employee Status”**

(1) **Permanent Employees**

Permanent Employees are regular full-time and regular part-time employees who have completed the probationary period.

(2) **Non-Permanent Employees**

Non-Permanent Employees are regular full-time, regular part-time, temporary and casual employees who have not completed a probationary period.

(3) **Regular Full-Time Employees**

A Regular Full-Time Employee is one who works regularly scheduled full-time shifts. These employees accumulate seniority and are entitled to all benefits outlined in this Agreement.

(4) **Regular Part-Time Employees**

A Regular Part-Time Employee is one who has completed the probationary period and who works fewer hours per week than a regular full-time as outlined in this Agreement. These employees accumulate seniority proportionate to hours worked and are entitled to the benefits as outlined in this Agreement where applicable.

Regular Part Time Employees working 20 hours or more hours per week shall be entitled to the benefits and provisions outlined in Article 13 and Article 14.

Regular Part-Time Employees that work less than 20 hours per week, shall receive in addition to their hourly rate, fifteen percent (15%) in lieu of the benefits outlined in Article 14.01, 14.02, 14.03 and 14.04, and 14.05.

Subject to mutual agreement between the Employer and the Union, only Regular Part-Time and Temporary Employees may occupy more than one job within the bargaining unit and only if the required hours of work collectively between such positions does not exceed 40 hours/week. For clarity, such Employees will remain classified as Part-Time.

(5) **Casual Employees**

(a) A Casual Employee is full-time or part-time, but employed on a day-to-day basis. Casual employees are employed on a “call-in” basis to cover absences due to sick leave, vacation leave or any approved leave, special project assistance, cross training or to augment the regular workforce during peak periods. These periods shall not exceed three (3) months (60 working days) in a given year without the agreement of the Union. Such agreement shall not be unreasonably denied.

(b) No bargaining unit seniority shall accrue for a casual employee unless that employee is appointed to a regular full-time position or a regular part-time position. Where a casual

employee is appointed to a regular position, he shall serve an initial probationary period as per Article 6.02 of the Collective Agreement. Upon successful completion of the probationary period, the casual employee who becomes a regular employee shall be credited for purposes of seniority for the number of actual hours under the applicable Schedule they worked for the Town.

(6) Probationary Employees

A newly hired employee shall be on probation only for the first ninety (90) calendar days of their employment. Employer will conduct a probationary review within the first sixty (60) days. During the probationary period, the employee shall not accumulate seniority, but are entitled to all rights and benefits of this Agreement excepting any benefits outlined in Articles 13 or 14. After completion of the probationary period, seniority shall be effective from the original date of employment.

(7) Temporary Employees

A regular full-time employee, as above, or a regular part-time employee, as above, who are designated at the time of hiring to be employed for a specific period of time not to exceed eight (8) months in a twelve (12) month period. This period may be extended by mutual agreement. They do not accumulate seniority and are not entitled to any benefits outlined in Articles 13 or 14 of this Agreement. Employees in the Aquatic Worker / Skate Leader classifications are included in this definition. Employees whose temporary assignment which exceeds six (6) months will be entitled to eleven (11%) percent in lieu of any benefits outlined in Articles 13 or 14 of this Agreement from the start of their employment.

Where a Temporary Employee is appointed to a regular position, they shall serve an initial probationary period as per Article 6.02 of the Collective Agreement. Upon successful completion of the probationary period, the Temporary Employee who becomes a Regular Employee shall be credited for purposes of seniority for the number of actual hours, under the applicable Schedule they worked for the Town. This calculation shall be limited to the last five (5) years of previous employment. This language will be applicable on go forward basis from January 1, 2025.

“Days” – Whenever the word ‘days’ is used under Article X with reference to length of time, it shall mean ‘working days’ unless otherwise specified.

“Week” - Whenever the word ‘week’ is used, it shall be considered as constituting forty (40) or thirty-five (35) hours, Sunday to Saturday, whichever is applicable.

“Calendar Year” - Whenever the words ‘calendar year’ are used, they shall be considered to constitute the twelve (12) month period from January 1<sup>st</sup> to December 31<sup>st</sup>, inclusive.

## **ARTICLE 1 – RECOGNITION OF THE UNION**

### **Section 1 – Sole Bargaining Agency**

1.01 The Employer recognizes the Canadian Union of Public Employees Local 2309 as the sole and exclusive collective bargaining agent for all of its employees as specified by certification on November 22, 1979 by the British Columbia Labour Relations Board and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

#### 1.02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work or perform the duties on any jobs which are included in the bargaining unit, except in cases mutually agreed upon by the Parties.

#### 1.03 Part-Time, Casual and Temporary Employees

This Collective Agreement is fully applicable to all part-time, casual or temporary employees, unless otherwise specified.

#### 1.04 No Other Agreements

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

#### 1.05 Representatives of the Canadian Union

The Union shall have the right, at any time, to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representative(s)/advisor(s) shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance.

#### 1.06 Representation

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the Bargaining Unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or groups of employees, an elected or appointed representative of the Union shall be the Spokesperson.

In order that this may be carried out, the Union will supply the Employer with the names of its Officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

### **Section 2 – No Discrimination**

1.07 (a) The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the manner of

hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline classification, discharge or otherwise by reason of gender, disability, age, race, creed, colour, national origin, religion, political affiliation or activity, sex or marital status, place of residence, physical handicap, nor by reason of their membership or activity in the Union or any other reason.

- (b) The Employer and the Union recognize the right of all employees to work in an environment free from sexual and personal harassment. Any complaint alleging sexual or personal harassment shall be treated seriously and in strict confidence and may be addressed through the grievance procedure.

Sexual harassment shall be defined as any sexually oriented practice that undermines an employee's health or job practice, or endangers an employee's employment status or potential. Cases of sexual harassment shall be considered as discrimination and eligible to be processed as a grievance.

Personal harassment shall be defined as repeated, intentional, offensive comments or actions deliberately designed to demean and belittle an individual or cause personal humiliation. Cases of personal harassment shall be considered as discrimination and eligible to be processed as a grievance.

- (c) When an allegation of harassment proves to be malicious or frivolous in nature, the complainant may be subject to discipline.

### **Section 3 – Union Check-Off and Induction**

#### **1.08 Check-Off Payments**

The Employer shall deduct as required from every employee any dues, initiation fees or assessments levied by the Union from each pay remittance issued to any Employee covered by this Collective Agreement.

#### **1.09 Deductions**

Deductions shall be forwarded to the Secretary-Treasurer of the Union not later than the 10<sup>th</sup> day of the month following the one in which they were deducted. Along with the deductions, the Employer will provide a list of the names, addresses and classifications of employees from whose wages the deductions have been made.

### **Section 4 – Union Shop**

#### **1.10**

- (a) All employees covered by this Agreement shall, as a condition of employment, become and remain members in good standing of the Union, according to the constitution and bylaws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union.
- (b) The Employer will permit the use of its premises for the purpose of Union Meetings without cost to the Union, provided that such meetings are held outside of working hours and do not displace the public or organized group activity otherwise scheduled to use of such premises.

- (c) The Employer will provide a union bulletin board in each worksite. These boards will be located in areas that are highly visible to employees. The bulletin boards will be used solely for postings by the Union.
- (d) The employer will provide to the Union, in addition to the list provided by the Employer in Article 1.09 each person's home telephone number (and other available personal telephone numbers, such as cellular numbers), and if available, personal e-mail.

This list will be provided to the Union Recording Secretary on a semi-annual basis, except for new hires where the Employer shall provide the Union with the above information within thirty (30) days.

(e) New Employees

The Employer shall ensure as a component of orientation, new employees are acquainted with the Collective Agreement and a maximum of 30 minutes per new employee be permitted during working hours and at a time approved by their immediate supervisor to meet with a Union Representative.

**Section 5 – Right to Refuse to Cross a Picket Line**

- 1.11 Subject to essential service designations under the *Labour Relations Code*, the employees covered by this Agreement shall have the right to refuse to cross a legal picket line. Failure to cross a picket line shall not be grounds for disciplinary action.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

- 2.01 The Union recognizes that it is the right of the Employer to exercise the regular and customary function of management and to direct the working forces, subject to the terms of this Agreement.
- 2.02 The Employer shall exercise its rights in a fair and reasonable manner. The management rights shall not be used to direct the working force in a discriminatory manner. Nor shall these rights be used in a manner which would deprive any present employee of their employment, except through just cause.
- 2.03 Without restricting the generality of the foregoing sections, it is agreed that the following position(s) shall be excluded from the terms of this Agreement:

Chief Administrative Officer  
Corporate Officer/ Director of Corporate Services and Communications  
Director of Public Works/ Deputy CAO  
Chief Financial Officer/ Director of Finance  
Director of Planning and Development  
Director of Recreation Services  
Deputy Chief Financial Officer/ Manager of Finance  
Manager of Operations  
Fire Chief/ Director of Protective Services  
Deputy Fire Chief/ Manager of Corporate Services  
Deputy Corporate Officer/ Manager of Corporate Services

## **ARTICLE 3 – DISCUSSION OF DIFFERENCES**

### **Section 1 – Committee of Labour Relations/Grievances**

3.01 The Employer shall, when necessary, appoint and maintain a committee to be called the “Committee on Labour Relations/Grievances” comprising of members of the Town of Golden Management. The Employer shall inform the Union of the individual membership of the Committee.

### **Section 2 – Union General Grievance Committee**

3.02 The Union shall, when necessary, appoint and maintain a committee to be called the “General Grievance Committee” comprising of persons who are employees of the Employer and/or representatives of the Canadian Union of Public Employees. The Union shall inform the Employer of the individual membership of the Committee.

### **Section 3 – Grievance Investigations and Meetings**

3.03 The Employer agrees that time spent in investigating and settling disputes during working hours involving its employees by the Union Steward(s) shall be considered as time worked. The Union agrees to forward to the Employer a written list of the names of such Steward(s) and of replacement thereto.

3.04 The Employer agrees to grant time off with pay during any working day to Officers of the Union in order to attend meetings with representatives of management of the Employer, provided that not less than four (4) hours’ notice be given to their immediate supervisor by the Officer(s) of the Union so requesting the time off. The Union shall supply the Employer with a written list of the names of its Officers for this purpose and inform the Employer of any changes to this list.

#### 3.05 Permission to Leave Work

The Employer agrees that the Stewards and Officers of the Union shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes in presenting adjustments as provided in this Article. The Union understands and agrees that each Steward/Officer is employed to perform full-time work for the Employer and that they will not leave their work during working hours except to perform their working duties under this Agreement. Therefore, no Steward/Officer shall leave their work without obtaining permission from the Supervisor and such permission shall not be unreasonably withheld.

#### 3.06 Personnel Records

An Employee shall have the right during regular office hours and upon reasonable notification to the Chief Administrative Officer or designate to have access to and review their personnel record, and may request and obtain copies of any material contained within it.

No material from the Employee’s record may be introduced as evidence in any hearing of which the Employee was not aware at the time filing.

Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record.

## **ARTICLE 4 – GRIEVANCE PROCEDURE**

A grievance shall be defined as any difference arising out of the interpretation, application, or administration of alleged violation of the Collective Agreement. In the event of an employee having a grievance, the settlement of said grievance shall be handled under the following procedures:

### **Section 1**

#### **4.01 Step 1**

The individual employee or employees concerned, with their Union Steward or Union General Grievance Committee member (at the employee's option) shall first discuss and endeavour to settle the dispute with their immediate Department Head within thirty (30) days from the time the employee(s) become aware of the event giving rise to the grievance. Should a settlement not be agreed upon at this step, then;

#### **4.02 Step 2**

The grievance shall be a matter of discussion between the employee(s) concerned and their Union Representative(s) as identified in Step 1 and the Administrator and/or their designated representative(s). Failing a satisfactory settlement at this step, then;

#### **4.03 Step 3**

A meeting of the Committee on Labour Relations/Grievances of the Employer and the General Grievance Committee of the Union shall meet within five (5) days of a written request for such a meeting to discuss and endeavour to settle the grievance. Failing to reach a satisfactory settlement of the dispute within ten (10) days after such meeting has taken place, then the dispute shall be referred to Arbitration as provided in Article 5.

#### **4.04 Time Limits**

The time limits fixed in both Grievance and Arbitration procedure may be extended by mutual agreement.

4.05 Where a dispute involving a question of general application or interpretation occurs, or where a group of employees of the Union has a grievance, "Step 1" of this Article shall be bypassed.

4.06 Replies to grievances shall be in writing at all steps.

4.07 The Employer shall supply the necessary facilities for the grievance.

## **Section 2**

### **4.08 Policy Grievance**

Any question of a general application or any dispute regarding the interpretation of, or violation of, this Agreement shall be discussed by the Committee on Labour Relations/Grievances and the Union General Grievance Committee in an attempt to settle the matter. Failing a satisfactory settlement within five (5) days of its submission and/or discussion, the Employer or the Union shall have the right, upon giving five (5) days' notice in writing to the other party, to refer the dispute to a Board of Arbitration in accordance with Article 5.

## **Section 3**

### **4.9 Union May Institute Grievances**

The Union and its Representatives shall have the right to originate a grievance on behalf of an employee, or group of employees, and to seek adjustment with the Employer in a manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

## **ARTICLE 5 – BOARD OF ARBITRATION**

### **Section 1 – Composition of Board of Arbitration**

- 5.01 The Board of Arbitration shall consist of three (3) members: one (1) to be selected by the Employer; one (1) to be selected by the Union; and a third mutually acceptable person who shall act as Chairman. In the event that the Employer and the Union are unable to agree upon the selection of the third member of the Board, the Minister of Labour shall be requested to appoint such member.
- 5.02 The decision of the Board of Arbitration, with respect to an interpretation or alleged violation of this Agreement, shall be final and binding upon the Parties.
- 5.03 In the event that the Employer and the Union agree upon the selection of a single arbitrator, the decision of a single arbitrator, with respect to interpretation or alleged violation of this Agreement, shall be final and binding upon the Parties.

### **Section 2 – Expenses of Arbitration Board/ Single Arbitrator**

- 5.04 Each Party shall bear the expenses of their nominee appointed by such Party, and shall pay one-half (½) of the expenses of the Chairperson, or sole Arbitrator.

### **Section 3 – Expedited Arbitration**

- 5.05 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 the hearing governed by the following criteria:
- (a) The Union will use elected officers of the Local Union or a National Representative. The Employer will use either its excluded staff or its consultant.
  - (b) The parties will try to arrive at a prepared, agreed-to statement of facts for joint presentation to the arbitrator.
  - (c) Formal rules of evidence will be waived except for the rule of "onus".
  - (d) The procedure guidelines for expedited arbitration are agreed to be as follows:
    - (1) Opening Statement  
A summary of the issues will set out the case from each party's 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 shall 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 & Beatty* or *Palmer* for summary purposes.
    - (4) Decision

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

## **ARTICLE 6 – SENIORITY**

### **Section 1 – Calculation of Seniority**

6.01 For regular full-time employees, seniority is defined as the length of service in the bargaining unit expressed in years or portions thereof and shall include service with the Employer prior to the certification or recognition of the Union. For part-time employees, seniority is defined only as the total number of hours worked. Upon a part-time employee being promoted to regular full-time status, total hours worked in their part-time capacity shall then be converted to the equivalent in years and portions thereof, the time then subtracted from the time of promotion to establish their seniority date.

### **6.02 Probation Period**

A newly hired employee shall be on probation only for the first ninety (90) calendar days of their employment. During the probationary period, the employee shall not accumulate seniority, but are entitled to all rights and benefits of this Agreement, except those under Articles 13 and 14. After completion of the probationary period, seniority shall be effective from the original date of employment.

### **Section 2 – Promotion, Transfers**

### **6.03 Role of Seniority in Promotions and Transfers**

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.

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 7.02. Appointments from within the bargaining unit shall be made within 15 working days after the close of posting. The job shall be filled within 7 working days of appointment.

The time limit may be extended subject to mutual agreement, in writing, between the Parties.

### **6.04 On the Job Training**

The Employer shall maintain a system of “on-the-job” training so that every employee shall have the reasonable opportunity to receive training and qualify for promotion or transfer in the event of a vacancy arising.

Training positions will be posted as per Article 7.01 so that all employees will have an opportunity to apply.

### Section 3 – Lay-Offs and Recalls

#### 6.05 Definitions of Lay-Off

A lay-off shall be defined as a reduction in the workforce or a reduction in the regular hours of work as defined in this Agreement.

#### 6.06 Role of Seniority in Lay-Offs

Both Parties recognize the job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their bargaining unit-wide seniority. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the less senior employee. The right to bump shall include the right to bump up. A reasonable familiarization period will be afforded to such employees, up to ninety (90) calendar days.

#### 6.07 Recall Procedure

Employees shall be recalled in the order of their seniority provided the employee is qualified to perform the work.

#### 6.08 No New Employees

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

#### 6.09 Advance Notice of Lay-Off

Unless legislation is more favourable to the employees, the Employer shall notify Regular Full-Time and Regular Part-Time 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 as provided in this Article, they shall be paid for the days for which work was not made available.

#### 6.10 Service Severance Pay

Regular employees who work twenty-five (25) hours or more per week about to be laid off may elect to accept termination compensation based on the following formula:

Where an employee has completed a period of employment of at least six (6) consecutive months and up to the completion of a period of employment of three (3) consecutive years, two (2) week's severance pay, and one (1) additional week severance pay for each subsequent completed year of employment up to a maximum of twelve (12) weeks;

OR

The employee may elect instead to be placed on the recall list for a period of twenty-four (24) months and accept severance at the expiry of recall rights.

Part-time service shall be calculated on a pro-rata basis. Salary upon which severance pay is calculated shall be based on the employee's salary at the effective date of their termination.

#### Section 4 – Discharge, Suspension and Discipline

- 6.11 An employee may be discharged for just cause.
- 6.12 Whenever the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer shall, within five (5) days thereafter, give a written particular of such censure to the Secretary of the Union, with a copy to the employee involved.
- 6.13 An employee shall be notified in writing of any expression of dissatisfaction concerning their work within fourteen (14) calendar days of the receipt of the complaint, and not more than ninety (90) days from the date the event occurred. This notice shall include the particulars of the work performance which led to such dissatisfaction.
- 6.14 Disciplinary letters and letters of expectation shall not be used for the purposes of progressive discipline provided there have not been additional incidents within the last twenty-four (24) months.

#### Section 5 – Seniority List

- 6.15 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.

#### Section 6 – Loss of Seniority

- 6.16 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. Seniority shall continue to accrue during the aforementioned periods except during periods of lay-off.

An employee shall lose their seniority in the event:

- 1) They are discharged for cause and are not reinstated
  - 2) They resign in writing and do not withdraw within two (2) days
  - 3) They are absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer unless such notice was not reasonably possible.
  - 4) They fail to return to work within ten (10) working days following a lay-off and after receiving notice by registered mail to do so, unless through sickness or other just cause.
  - 5) They are laid off for a period exceeding twenty-four (24) months.
- 6.17 Transfer and Seniority Outside the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is promoted or transferred to a position outside the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the Unit for six (6) months. If such an employee returns to the bargaining unit within six (6) months, they will continue to accumulate seniority from the date they return to the bargaining unit. If the employee returns to the bargaining unit after the six (6) month period then they will be considered a new employee.

## **ARTICLE 7 – JOB POSTINGS, TRANSFERS**

- 7.01 When a new position is created, or when a vacancy of temporary or permanent nature occurs, the Employer shall immediately notify the Union in writing and post notice of the position on appropriate bulletin boards at active reporting locations.

Notices shall also be posted digitally via email to all employees. Notices shall be posted a minimum of seven working days. When filling temporary vacancies, the Employer will consider applications from regular employees. Where a regular employee is assigned to a temporary position, they shall be returned to their original position upon completion of the temporary term. If a regular employee applies for and is the successful applicant, their position may be posted as per this Article.

Vacancies created as the result of an Employee being absent shall be posted and filled if possible, when it is reasonable to expect that the vacancy may extend beyond three (3) weeks. The three (3) week period may be extended by mutual agreement. Postings will be internal and external.

### 7.02 Information on Postings

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift and hours of work and current wage.

### 7.03 No Outside Advertising

No Union position vacancy shall be filled by external candidates until the applications of present Union members have been fully processed.

### 7.04 Trial Period

The successful applicant shall be notified within one (1) week following the end of the posting period. They shall be placed on trial for a period of three (3) months. Conditional on satisfactory service, the employee shall be declared permanent after the period of three (3) months. Time limit may be extended subject to mutual agreement, in writing, between the parties. 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, or the employee requests to return in writing, they shall be returned to their former position, wage, salary rate, without loss of seniority. 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.

### 7.05 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 and a copy posted via email to all employees. The Union shall be notified of all promotions, demotions, hiring, lay-offs, transfers, recalls, resignations, retirements, deaths or other terminations of employment.

## **ARTICLE 8 – HOURS OF WORK, OVERTIME, WAGES**

### **Section 1 – Hours of Work**

#### **8.01 Regular Daily Hours and Average Weekly Hours – Schedule A Employees Only**

(a) Schedule “A”

The regular workday shall begin at 8:30 a.m. and finish at 4:30 p.m. The shift shall be spread over a period no longer than eight (8) hours, with one (1) hour off for lunch. The work week shall consist of five (5) days from Monday to Friday inclusive, for a total of thirty-five (35) hours per week.

An Employee’s work week or daily hours of work may fall outside the standard definition above. Subject to the Work Time Averaging (Flex) Program or the Union’s concurrence in each instance.

(b) Schedule “B” Employees

The regular workday shall not commence before 6:00 a.m. nor finish later than 5:00 p.m.

No eight (8) hour shift shall be spread over a period longer than nine (9) hours, with no more than one (1) hour off for lunch. This unpaid break shall be taken between 12:00 noon and 2:00 p.m.

(c) Schedule “C” Employees

The workday shall consist of a ten (10) hour shift.

Employees working shifts as per Schedule “C” shall take one half (1/2) hour for paid lunch, and rest periods in accordance with Article 9.04.

The regular workday shall not commence before 6:00 a.m. nor finish later than 1:00 a.m.

See attached Schedule “C”

(d) It is agreed that the Regular Day Hours for all Temporary Employees associated with the operation and public programming of the Golden Municipal Swimming Pool are exempt from this standard definition above, while ensuring that an employee working a split shift completes the shift within twelve (12) hours of starting it. Other Employees may also be exempt, subject to the Union’s concurrence in each instance.

(e) Posting of Schedules – Regular Full-Time Employees

For Regular Full Time Employees who work on a regularly scheduled shift basis, the Employer shall post such schedule thirty (30) calendar days in advance. The schedule shall not be changed without advising the Union, in which case ten (10) calendar days’ notice must be given to the affected Employee and the Union. The foregoing shall not

apply when the change of shift is caused by the absence of Employees or matters beyond the control of the Employer.

(f) Posting of Schedules – Regular Part-Time or Temporary Employees

The Employer shall post work schedules at least fourteen (14) calendar days prior to the workweek. Should changes become necessary, the Employer will give the Employee notice of such changes of not less than four (4) calendar days. The foregoing shall not apply when the change of shift is caused by the absence of Employees or matters beyond the control of the Employer.

(g) Facility Closure

Where facility programming is shut down due to inclement weather or for reasons beyond the control of the Employer, Employees will be assigned alternate work for which they are qualified at a rate not to exceed their current rate or be given the option to cancel their shift ahead of the start time. Where an employee reports to work and is sent home they will be compensated as per article 8.05.

8.02 Work Time Averaging (Flex) Program

- (a) Program implementation may not compromise the smooth operation of the corporation.
- (b) Program implementation may not financially impact the corporation.
- (c) A minimum of 2 CUPE FTE's, being "front line" staff - shall be present between 8:30 am and 4:30pm on all days when the Town Hall is open to public
- (d) Program is applicable to Schedule 'A' employees only.

Principle C is effective in the context of this Agreement only and does not necessarily apply within the context of Annual Vacation approvals.

Program Parameters

1. The Employer will have authority to determine employees' scope of participation in this Program, and Employees have authority to determine if they wish to participate. Despite this, authorized Employees must develop a calendar of program participation no later than January 31<sup>st</sup> of each year and may NOT opt out of the program once officially entered for that year.
2. The Modified Work Week will be a three-week cycle. Employees will work 105 hours over 14 days with any day in the three-week rotation to be used as a Flex Day Off (FDO). All employees will be scheduled to work 7.5 hours per day on a three-week rotation. The 14 days worked at 7.5 hours per day will accumulate a 7-hour FDO day. All 3-week rotations must be scheduled so that the cycle is complete and ends prior to December 31<sup>st</sup> of each year and all FDO's are used.
3. Employees wishing to participate will be required to submit a calendar outlining their known vacation requests for the calendar year and will indicate their three-week rotation including

their FDO day. During longer Vacation periods, greater than 3 working days in a week, employees should return to working straight 7-hour days for the surrounding three-week rotation.

4. An earned FDO day may be taken any day in the three-week cycle, subject to final management approval. The day selected must remain constant for the entire year except in extenuating circumstances.
5. FDO hours are to be earned by working an extra ½ hour daily on a fixed schedule with the approval of the department manager in one of the following configurations:
  - i. 8:30 a.m. – 4:30 p.m. with a half-hour lunch
  - ii. 8:00 a.m. – 4:30 p.m. with an hour lunch
  - iii. 8:30 a.m. – 5:00 p.m. with an hour lunch
6. FDO hours are exempt from Overtime. Overtime on regularly scheduled workdays will not commence until 7.5 hours per day has been worked by the employee unless they are making up additional time from a previous day in which case the Overtime would start after the additional time is worked.
7. Sick leave, Statutory Holidays, and Vacation will remain at 7 hours per day. For every day or 7 hours utilized, ½ hour will need to be worked in order to make up the FDO time. The FDO time must be made up at a mutually agreed upon time and no more than additional 1.5 hours may be worked on any given day. If the ½ hour a day is not made up it would impact an employee's eligibility to take a full FDO day. If employee is not taking off a full FDO day the employee shall report to work for no less than three hours and must be approved by the manager.
8. When an FDO day falls on a Friday Statutory Holiday, the FDO will be moved to the preceding Thursday. When the FDO falls on a Monday Statutory Holiday, the FDO day will be moved to the Tuesday immediately following. When the FDO falls on a Tuesday, Wednesday or Thursday Statutory holiday the FDO day will be moved to a mutually agreeable day.
9. If/when a conflict arises between requested vacation and a scheduled FDO day with two different employees requiring vacation coverage, the vacation request will take precedence over the scheduled FDO day and the employee affected will have a mutually agreed upon compensating FDO day off. Where there are vacation changes or use of accumulated overtime requests made after the initial annual vacation booking / FDO Scheduling process in January, the scheduled FDO days will take precedence.

#### 8.03 Regular Daily Hours – Schedule B & C Employees

##### (a) Schedule B Employees

The regular workday shall not commence before 7:00 a.m. nor finish later than 5:00 p.m. No eight (8) hour shift shall be spread over a period longer than nine (9) hours, with no more than one (1) hour off for lunch. This unpaid break shall be taken between 12:00 noon and 2:00 p.m.

(b) **Schedule C Employees**

See attached Schedule "C"

- (c) It is agreed that the Regular Daily Hours for all Temporary Employees associated with the operation and public programming of the Golden Municipal Swimming Pool are exempt from this standard definition above, while ensuring that an employee working a split shift completes the shift within 12 hours of starting it. Other Employees may also be exempt, subject to the Union's concurrence in each instance.

**8.04 Paid Rest Period**

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

**8.05 Reporting Pay Guarantee**

An employee reporting for work at the call of the Employer on their regular shift shall be paid their regular rate of pay for the entire period of work, with a minimum of four (4) hours pay.

**8.06 Shift Premium**

A premium of one dollar and fifty cents (\$1.50) shall apply to the hours worked between 5:00 p.m. to 1:00 a.m. A premium of three dollars (\$3) shall apply to the hours worked between 1:00 a.m. to 6:00 a.m. Shift Premium shall not apply to Temporary Employees associated with the operations and public programming within municipal recreation facilities, or where any Employee has requested a shift with hours falling outside of their Regular Daily Hours.

Hours of work subject to overtime, shall not be eligible for shift premiums.

**Section 2 - Overtime**

**8.07 All hours worked in excess of:**

- (a) eight (8) hours per day, forty (40) hours per week for Schedule B employees;
  - (b) seven (7) hours per day, thirty-five (35) hours per week for Schedule A employees;
- and holidays shall be considered overtime excepting those hours or portions thereof worked by employees under a Work Time Averaging (Flex) Program.

**8.08 Minimum Overtime**

Overtime worked shall be on a voluntary basis.

**8.09 Overtime Payment**

Overtime to be paid on the following: Time and one half (1 ½) for the first three (3) hours on any day, Monday to Friday, and to an accumulation of eight (8) hours per week. All other

overtime such as any hours over three (3) on a normal work weekday and all hours on an employee's regular days off, shall be at double time (2x).

#### 8.10 Time Off in Lieu of Overtime

(a) For overtime worked, the employee may be paid in cash or may choose time off work at the appropriate overtime rate. The employee must inform the Employer at the time the overtime is worked, that they have chosen time off in lieu rather than cash payment and in addition, the time sheet must also indicate the choice.

Time off in lieu of overtime may be taken in one (1) hour increments.

(b) An employee can have no more than twenty-five (25) working days (Schedule A – one hundred seventy-five (175) hours; Schedule B – two hundred (200) hours) in their overtime bank at one time. If the overtime bank is full subsequent overtime will be paid in cash. An Employee must accumulate at least one (1) full day before days off will be given. Time taken out of the bank, by either time in lieu or cash paid out, may be replenished but no employee shall take more than twenty-five (25) working days off annually in time in lieu. Time off shall be taken at a time mutually agreeable to Employee and Employer. Time off can be taken in conjunction with time off in lieu of stand-by at a time mutually agreeable to the Employee and the Employer, but in no case can the combined time off in lieu be permitted to exceed twenty-five (25) working days. An Employee who banks overtime and then subsequently changes their mind and requests payment shall be paid for banked overtime on written request giving thirty (30) days' notice for payment and banked time hours will be paid out at the rate of pay at which it was earned.

8.11 Overtime rates shall be paid for work performed by an employee on their regular assigned days of rest. The work period shall be defined as an employee's complete period of days starting with their first scheduled workday and concluding with their last scheduled rest day.

8.12 Where the Employer changes an employee's work shift with the result that the employee has a shortchange which is not a normal part of a work schedule, the employee shall be paid overtime rates for the hours worked of the second shift which are within the same workday as the first shift.

8.13 If an employee is called out to work at a time other than the beginning of their regular shift, they shall receive either overtime rates for the time actually worked outside of their scheduled work shift, or four (4) hours pay at their base rate, whichever is greater. The four (4) hours minimum does not apply, however, when the call-out overtime continues into the employee's regular work shift, or if the employee is called back to work before leaving the premises.

#### 8.14 No Lay-Offs to Compensate for Overtime

An employee shall not be required to lay-off during regular hours to equalize any overtime worked.

#### 8.15 Sharing of Overtime

Overtime and call back time shall be divided equally amongst employees who are willing and qualified to perform the available work.

#### 8.16 Public Works Stand-By Pay

- (a) When an employee is advised that they are on Stand-By for Public Works, that is immediately available by telephone, or cell phone contact, they shall be paid straight time wages in accordance with the following schedule:

Monday to Friday inclusive – two (2) hours per day;  
Saturday, Sunday or Statutory Holidays as listed in Article 9 – four (4) hours per day.

All hours actually worked by Public Works Stand-By employees shall be paid at overtime rates in accordance with Article 8 Overtime of this Agreement.

An employee may leave their employment and return home when an employee has completed the work for which they were called.

Public Works Stand-By duty shall be equally divided among qualified employees on a rotating basis, to provide telephone, or cell phone coverage Monday to Friday from the end of the scheduled workday shift to the commencement of the following workday shift. Public Works Stand-By duty for Saturdays, Sundays and Statutory Holidays shall also be equally divided on rotating basis among qualified employees with coverage commencing on Friday from the end of the scheduled workday shift to commencement of the following week regular workday shift.

- (b) Time off in lieu of Stand-By pay: For Stand-By time an employee may be paid or may choose time off in lieu. The employee must inform the Employer at the time Stand-By is performed that they have chosen time off in lieu. Time off in lieu of Stand-By pay can be taken in conjunction with time off in lieu of overtime at a time mutually agreeable to the employee and Employer but in no case can the combined time off in lieu be permitted to exceed twenty-five (25) working days.

#### Public Works On-Watch Pay

In addition to Stand-By, an on-watch shift shall be instituted to provide twenty-four (24) hour coverage Friday nights and Saturdays, Sundays and Statutory holidays. Public Works On-Watch duty shall commence from the end of the scheduled Friday workday shift and continue to the following week regular workday shift. On-Watch work shall be voluntary and compensated in the following manner:

Friday – two (2) hours pay  
Saturday, Sunday and Statutory Holidays – four (4) hours pay per day.

Interested employees will be required to commit to a calendar year of On-Watch.

#### 8.17 Information Technology On-Watch Pay

- (c) Notwithstanding the provisions of 8.16 (a) and (b) qualified Information Technology staff member(s) shall be responsible to be On-Watch and respond to network or server interruption issues outside of regular work hours unless otherwise notified.

Being On-Watch requires reasonable availability by telephone, cell phone, and for which the On-Watch designate shall be paid straight time wages of two (2) additional hours per week.

All hours actually worked as a result of being On-Watch, which means travel to, attendance, and return travel to home from a municipal facility to address the needed response, shall be paid at overtime rates in accordance with Article 8 s.2 of this Agreement.

### Section 3 – Wages

#### 8.18 Pay Days

Employees shall be paid every second Friday.

#### 8.19 Rate of Pay in Higher/Lower Classification

An employee who is assigned to or substitutes on any job during the absence of another employee, or who performs the duties of a higher classification, shall receive the rate for the job or their regular rate, whichever is greater. When an employee is regularly assigned to a position paying a lower rate, their rate shall not be reduced.

#### 8.20 Retroactive Pay for Terminated Employees

An employee who has severed their employment between the termination date of this Agreement and the effective date of the new Agreement shall receive the full retroactivity of any increase in wages, salaries or other pre-requisites.

#### 8.21 Charge Hand Rate

“Charge Hand” means an Employee in the bargaining unit who is temporarily appointed by management authority with the responsibility to oversee one (1) or more Employees in the performance of their work but shall not include the authority to discipline, suspend or discharge.

An Employee under this appointment shall be paid an additional \$1.50 per hour over and above their normal hourly wage rate during its effect.

This rate shall not apply to an Employee:

- (a) receiving pay per s8.18 if supervisory duties are included in the role of acting in a higher job classification.
- (b) who assumes the equivalent of Charge Hand responsibilities on a permanent basis based on their Job Description.

#### 8.22 Certification Requirements

Upon the date of expiration of any regulatory based or otherwise job required certifications required of a regular full time or part time Employee per a mutually ratified Job Description

and the vocational association of which the employee is a member, a Pay Grade adjustment for the Employee shall result to a Step Position not requiring such certification.

In this context, re-instatement of the former Pay Grade shall occur upon the re-certification date of the Employee to their former level.

Certification expiration caused by a lack of opportunity given by the Employer or marketplace unavailability for an Employee to achieve re-certification shall not affect the Employee's Pay Grade during the time period of re-certification.

#### 8.23 Wage Rate Determination for New Hires

A newly hired Employee having passed the probationary period may be assigned a Pay Grade other than Step I, commensurate with education and experience per the mutually ratified Job Description.

## **ARTICLE 9 – STATUTORY HOLIDAYS**

### **9.01 Statutory Holidays Entitlement**

The Employer recognizes the following as paid holidays:

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

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

### **9.02 Compensation for Holidays on Saturday or Sunday**

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

### **9.03 Pay for Regularly scheduled Work on a Holiday**

An employee who is not scheduled to work on the above holidays shall receive holiday pay equal to one (1) day's pay. An employee who is scheduled to work shall be paid at the rate of double time plus another day off with pay, in lieu of holiday pay, at a time mutually agreeable. In the case of Christmas or New Year's Day, the rate of pay shall be double time and one-half (2 ½) plus another day off with pay.

### **9.04 Compensation for Holidays Falling on Scheduled Day Off**

When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive a day's pay or another day off with pay at a time mutually agreeable.

9.05 All work performed on days identified in s. 9.01 shall be compensated for at two and one-half (2 ½) times the base rate. When any such holiday falls on a Sunday, the next day (Monday) shall be considered as a holiday. An exception may occur if Christmas and Boxing Days fall on Saturday and Sunday or Sunday and Monday. If so and if the provincial government or the Employer wishes to proclaim alternate consecutive days for these holidays, the alternate scheduled days shall be considered as the holiday dates.

**ARTICLE 10 – ANNUAL VACATION**

**10.01 Annual Vacation Entitlement**

(a) An employee shall receive an annual vacation with pay in accordance with their years of employment as follows:

1 year of service .....	17 days
2 years of service .....	17 days
3 years of service.....	17 days
4 years of service.....	18 days
5 years of service.....	18 days
6 years of service.....	19 days
7 years of service.....	19 days
8 years of service.....	20 days
9 years of service.....	20 days
10 years of service.....	22 days
11 years of service.....	23 days
12 years of service.....	24 days
13 years of service.....	25 days
14 years of service.....	26 days
15 years of service.....	27 days
16 years of service.....	28 days
17 years of service.....	29 days
18 years of service.....	30 days
19 years of service.....	31 days
20 years of service.....	32 days

Over 20 years of service – add one day for each year of service.

(b) Annual Vacation may be taken as accrued, following a probationary period. A maximum of 5 vacation days may be deducted from the year immediately following the accrual year and applied in the current accrual year subject to Employer approval in each specific instance.

(c) Part-time employee vacation entitlement shall be calculated on actual hours worked.

**10.02 Compensation of Holidays Falling Within Vacation Schedule**

If a paid holiday falls or is observed during an employee’s vacation period, they shall be allowed an additional vacation day with pay at a time designated by the employee.

10.03 Sick leave may be substituted for vacation where it can be established by the employee that an illness or injury occurred while on vacation.

**10.04 Vacation Preference**

Where possible, employees will endeavour to submit vacation leave preference by March 31<sup>st</sup> of each calendar year. Employees will be informed if their vacation is approved by April 15<sup>th</sup>. Vacation request period will cover from April 16<sup>th</sup> of the current year to April 15<sup>th</sup> of the following year. Vacation requests received after March 31<sup>st</sup> should be submitted at least two (2) weeks in advance of the preferred date and the employee will be informed within three (3) days if the request is approved. Choice of vacation period requested shall be determined by

seniority if one or more employees request the same period. Requests shall not be unreasonably denied.

#### 10.05 Retirement Planning

Employees who, upon notifying the Employer of their intention to retire within five (5) years, may bank up to an additional two (2) weeks' vacation that can be used when they are planning their retirement. If the employee does not retire as intended the Employer may pay out the banked two (2) weeks' vacation.

#### 10.06 Vacation Carry Over

An employee may carry over into each calendar year no more days of vacation leave than the total number of days earned during the immediately preceding year. If carried over, the vacation leave shall be taken at the employee's discretion prior to the end of the year.

#### 10.07 Vacation Carry Over Prior to December 31<sup>st</sup>

All vacation leave in excess of the number of days that may be carried forward under Article 10.06 shall be taken prior to December 31<sup>st</sup> of each year or, with the consent of the Employer on or before February 15<sup>th</sup> of the following year. Notwithstanding, any excess leave on February 16<sup>th</sup> shall be immediately paid out in full. In special circumstances an employee may apply to extend vacation carry over to their next anniversary date subject to Section 10.04.

## **ARTICLE 11 – LEAVE OF ABSENCE**

### **11.01 General Leave of Absence**

The Employer shall grant leave of absence without pay and without loss of benefits and seniority to any employee requesting such leave for good and sufficient cause. For the purpose of this article, benefits do not include the employer's portion of pension contribution. The Employer shall pay its share of benefit premiums to a maximum of ninety (90) consecutive days. Sick Leave and Vacation accruals shall be suspended during the term of a General Leave of Absence.

### **11.02 Union Leave**

- (a) Upon request to the Employer, a maximum of two employees elected or appointed to represent the Union at Convention, regional meetings, and training courses shall be allowed leave of absence without pay, but without loss of benefits or seniority.

For clarity, the employee shall remain on payroll during the term of representation with wages paid during such representation then reimbursed to the Employer by the Union.

- (b) Leave with Pay for Compliance with Union Legal Disclosure Requirements
- i) If legislation is enacted requiring the Union to comply with legal disclosure requirements, the Employer will grant leave with pay, for a member designated by the Union to complete the reports needed to comply with any federal or provincial legislation that requires disclosure of union finances or other affairs. This leave will be no more than four (4) hours per month for the first six (6) months and then it will be reduced to two (2) hours per month.
  - ii) In the event that legislation is enacted that alters the current dues deduction or remittance language as set out in this collective agreement or existing legislation the Employer will provide paid union leave, as per article 11.02 and access to the workplace during working hours for the Union to meet with each employee in the bargaining unit in order to collect dues and authorizations. This leave will be no more than ten (10) hours per month for the first six (6) months and then it will be reduced to five (5) hours per month.

11.03 Only the Union executive, Shop Steward(s) *and* designated members of the Bargaining Committee, the JCC and the JOH&S Committee or a jointly approved specifically affected employee(s) shall in the role of Union representation have the right to attend meetings in a Union capacity or with the Employer held within working hours per 8.01, 8.02, and 8.03 without loss of remuneration. Notwithstanding, such meetings shall not effect operations of the Employer.

### **11.04 Bereavement Leave**

In the case of death of an Employee's parent, wife, husband, common-law spouse, brother, sister, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, common-law children, or step-children, an Employee shall be granted:

- (a) Five (5) regularly scheduled consecutive workdays leave without loss of pay and benefits; and
- (b) If the deceased family member's home community is greater than 250 drivable kilometres from Golden, leave shall be seven (7) days; and
- (c) If the deceased family members' interment is located greater than six hundred (600) drivable kilometres from Golden, two (2) days' travel time shall also apply, without pay.
- (d) A permanent Employee shall be granted a maximum of five (5) paid days per year to attend a funeral of a deceased individual not defined.

#### 11.05 Jury or Court Leave

An employee who is subpoenaed by the Crown for jury duty or as a witness for the Crown or defense, shall continue to receive their regular pay. The employee shall turn over to the Employer any monies they receive from the Crown on the days they are normally scheduled to work, providing that this does not exceed their regular rate of pay.

#### 11.06 Personal Circumstances Leave

In the case of serious illness in the immediate family, an employee shall be entitled, after notifying their supervisor, a maximum of three (3) days paid leave per year. Additional time off required may be taken from the Employee's sick leave. Immediate family shall be defined as spouse, child, mother, father, and sibling. Step and common-law designations also apply. Serious illness shall also include time to transport an immediate family member to a medical facility for medical referrals.

#### 11.07 Domestic Violence Leave

The Employer recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work. Workers experiencing domestic violence will be able to access up to five (5) days of paid leave for attendance at medical appointments, legal proceedings, and any other necessary activities. This leave may be taken as consecutive or single days or as a fraction of a day, upon approval. Additional time off required may be taken from the Employee's sick leave. The employee and Employer will only disclose relevant information on a "need to know" basis to protect confidentiality while ensuring workplace safety.

#### 11.08 Military Training Leave

The Employer shall not unreasonably deny a leave for active members of the Canadian Armed Forces to participate in mandatory military training. Leave request may be submitted on short notice.

#### 11.09 Pandemic Pay

During a health pandemic as established by the Provincial Health Officer the Employer shall:

- (a) Subject to reasonable notice to an immediate supervisor, any Employee scheduled to receive a vaccination for any vaccine-preventable condition shall be entitled to a maximum 3 hours of paid leave to undertake this procedure.
- (b) Full and Part Time Regular, Seasonal and Temporary Employee shall be entitled to 15 Special Sick Leave days, renewing but not accumulating per recurring annum.
- (c) Special Sick Leave days are separate from and do not affect the annual Sick Leave allocation. Employees on Special Sick Leave shall continue their current rate of pay and receive all applicable benefits and entitlements per the Collective Agreement as if they were on regular Sick Leave.

## **ARTICLE 12 – PREGNANCY/PARENTAL/ADOPTION LEAVE**

### **12.01 Pregnancy Leave**

- a) Upon written request, a pregnant employee will be granted leave of absence without pay and without loss of seniority for a period of not more than seventeen (17) consecutive weeks. The period of pregnancy leave without pay shall begin no earlier than thirteen (13) weeks before the expected birth date and no later than the actual birth date. Such leave shall end no earlier than six (6) weeks after the actual birth date and no later than seventeen (17) weeks after the actual birth date.
- b) An employee is entitled up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, they are unable to return to work when their leave ends under Article 12.01 (a) or (b).
- c) The Employer shall maintain coverage for medical, extended health, dental and life insurance.

### **12.02 Parental/Adoption Leave**

- (a) Upon written request, an employee is entitled to:
  - i. For a pregnant person who takes leave under Article 12.01 in relation to the birth of the child or children, with respect to whom the parental leave is being taken, up to thirty-five (35) consecutive weeks of unpaid leave and without loss of seniority beginning immediately after the end of the leave taken under Article 12.01, unless the Employer and employee agree otherwise;
  - ii. For a parent, other than an adopting parent, who does not take leave under Article 12.01 in relation to the birth of the child or children, with respect to whom the parental leave is being taken, up to sixty-two (62) consecutive weeks of unpaid leave beginning after the child's birth and within seventy-eight (78) weeks after the event; or
- (b) An employee's combined entitlement to leave under Articles 12.01 and 12.02 is limited to seventy-eight (78) weeks, plus any leave the employee is entitled to under Articles 12.01(c) and 12.05.

### **12.03 Adoption Leave**

Upon request, an employee shall be granted leave of absence without pay and without loss of seniority for up to sixty-two (62) weeks following the adoption of a child. Such leave must begin within the seventy-eight (78) week period after the child is placed with the parent and the employee shall have to furnish proof of adoption.

### **12.04 Request for Leave**

A request for pregnancy, parental and adoption leave must be given in writing to the employer at least four (4) weeks before the employee proposes to begin the leave and, if required by the employer, be accompanied by evidence of the employee's entitlement to the leave.

#### 12.05 Extension of Pregnancy and Parental Leave

Pregnancy, parental and adoption leave shall be extended for up to an additional five consecutive weeks of unpaid leave commencing immediately after the end of such leave if the child has a physical, psychological, or emotional condition requiring an additional period of parental care.

#### 12.06 Benefits

While on pregnancy, parental or adoption leave, employees shall retain full employment status and will accumulate all benefits of the collective agreement excluding Sick Leave accruals which shall be suspended during the term of the leave. The Employer shall maintain benefit coverage during pregnancy, parental or adoption leave.

#### 12.07 Return From Leave

On return from pregnancy, parental or adoption leave, an employee shall be placed in the employee's former position or in a comparable position.

## **ARTICLE 13 – SICK LEAVE**

- 13.01 Sick leave means the period of time a regular permanent and regular part-time employee is permitted to be absent from work by virtue of being sick, disabled, or because of an accident for which compensation is not payable under the “Workers’ Compensation Act”.
- 13.02 Each employee on payroll will, on completion of the required probationary period, receive on January 1<sup>st</sup> ten (10) days paid sick leave per year, but this sick leave is not accumulated and will be dissolved at December 31<sup>st</sup> in each year if unused.
- 13.03 An employee reporting sick shall notify their immediate supervisor and follow any commensurate departmental policy for such notification prior to the commencement of their shift and any employee found to be willfully misrepresenting themselves as being sick shall be subject to disciplinary action being taken against them.
- 13.04 The employer shall pay one hundred percent (100%) of the premiums for a weekly indemnity plan providing short term income replacement benefits for employees unable to work due to sickness and/or accident, for which benefits are not compensable under the “Workers’ Compensation Act”. The plan will provide employees with seventy-five percent (75%) of earnings to a maximum of twenty-six (26) weeks. In the event of an accident as described above, payment begins on the first day. In the event of sickness, payment will commence on the fourth day of illness or on the first day of hospitalization.
- 13.05 (a) The employee will pay one hundred percent (100%) of the monthly premium of a plan provided by the employer that provides a long-term income replacement benefit for employees unable to work due to a total disability. The plan will provide employees with sixty-six and two-thirds percent (66 2/3%) of earnings to a non-evidence maximum of five thousand dollars (\$5,000) commencing after a twenty-six (26) weeks qualifying period of weekly indemnity benefits and continue to age sixty-five (65) years.
- (b) The employer will pay to the employee a monthly health allowance equal to 100% of the premiums paid by the employee for the LTD plan.
- 13.06 While on the weekly indemnity plan and/or long-term disability plan as outlined in Article 13.04 and 13.05, an employee shall accumulate seniority and shall be entitled to all rights and benefits under this Collective Agreement with the exception that vacation entitlement will cease to accrue after one (1) year on long-term disability.
- 13.07 In the event of a sickness that extends beyond three days, an employee will have at their disposal the following options:
- (a) Applying for short term income replacement through the employer-provided Weekly Indemnity/Short Term Disability Benefit.
- (b) Using any available remaining balance of the annually allotted paid sick leave.
- (c) Using any available banked time.

A medical certificate will not be required.

## **ARTICLE 14 – BENEFITS AND HEALTH CARE PLANS**

The Employer's current and successive Group Benefits Policy shall as a minimum, meet the terms and conditions of Articles 13 and 14 of this agreement. Any changes to the Employer's Group Benefits Policy outside the scope of Articles 13 and 14 will not be undertaken by the Employer without mutual agreement.

### **14.01 Group Life Insurance**

The Employer agrees to pay one hundred percent (100 %) of the life insurance plan. The life insurance policy fee value shall be two (2) times the annual income with a minimum of twenty thousand dollars (\$20,000).

### **14.02 Dental Plan**

For those eligible employees, the Employer will provide a dental plan covering:

- 100% for Level I – Basic Services
- 100% for Level II – Supplementary Basic Services
- 80% for Level III – Dentures
- 80% for Level IV – Major Restorative Services
- 80% for Level V – Under 18 Orthodontics
- 75% for Level V – Adult Orthodontics
- Cost sharing – 100% Employer

#### **Maximums**

- Unlimited for Level I
- Unlimited for Level II
- \$5,000 per calendar year combined for Level III and IV
- \$3,500 per lifetime for Level V Adult Orthodontics
- \$5,000 per lifetime for Level V Under 18 Orthodontics

#### **Dental Fee Guide**

Current Fee Guide for General Practitioners approved by the Provincial Dental Association in the Province where the employee resides.

### **14.03 Medical Plan and Extended Health Care Plan**

The Medical Services Plan of British Columbia has been changed from an individually paid premium system to a system funded by an employer paid payroll tax. If the government, at any time in the future, reverts to an individually paid premium system, the parties agree that the employer will pay 100% of the premium for employees.

The Employer shall pay one hundred percent (100%) of the premiums of the Extended Health Benefits Plan.

The Employer shall pay one hundred percent (100%) of the cost for professional services provided by an acupuncturist, chiropractor, naturopath, massage practitioner (which includes therapist), physiotherapist, podiatrist/Chiropodist, psychologist, osteopath and speech language pathologist to a maximum of one thousand (\$1,000) dollars per professional service per year per person for each covered employee and their dependents.

The Extended Health Care Plan is to cover birth control and adult orthopedics.

Vision care coverage for each family member shall be one thousand (\$1,000) dollars every two (2) years over and above the basic eye examination. Coverage will include annual vision exam. This coverage may be used for Lasik eye surgery.

Medical Equipment – two thousand (\$2,000) dollars annually.

#### 14.04 Pension Plan

All eligible employees shall participate in the Municipal Pension Plan.

#### 14.05 Direct Payment Pharmacy Plan

The Employer shall pay one hundred percent (100%) of the premiums for a direct payment pharmacy plan for all employees. The Employer will maintain a plan with drug co-insurance at a minimum of eighty percent (80%).

#### 14.06 Joint Agent of Record

The Employer agrees to appoint (the Union's representative) as joint consultant and 'Joint Agent of Record' for all group benefits plan design, consulting and the purchase of all Employee benefits from any source of supply of coverage's defined in this Agreement including administration services, ASO contracts, and/or third-party administration.

#### 14.07 Supplemented Employment Insurance Benefits

Subject to the plan below complying with Service Canada's regulations in regard to Supplementary Unemployment Benefit Programs, agree to the following:

A regular full-time or regular part-time employee who accesses Employment Insurance Benefits for Compassionate Care Benefits and / or accesses Employment Insurance Benefits for Parents of Critically ill Children shall be paid as follows:

- (a) Seventy-five percent (75%) of the employee's current salary for the first two (2) weeks of the leave.
- (b) Thereafter, the difference between seventy-five percent (75%) of the current salary and the amount of Employment Insurance benefits payable to the employee, for a period of six (6) weeks.

For clarification purposes, if Service Canada does not approve the above plan the Employer assumes no responsibility to provide such benefit.

## **ARTICLE 15 – SAFETY**

### **15.01 Safety Committee**

A Joint Safety Committee shall be established in accordance with Section 128 of the *Workers Compensation Act of British Columbia*.

15.02 The Joint Safety Committee shall meet regularly and shall discuss, recommend and report all action necessary to improve hazardous conditions at the workplace.

15.03 Time spent by committee members in the performance of their duties during working hours shall be considered as time spent worked and the employees will be paid at their regular hourly rates of pay.

15.04 (a) An employee may refuse to carry out any work process or operate any tool or equipment when that employee has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person, or where it would be contrary to any applicable health and safety legislation or regulation.

(b) An employee refusing to work under sub-section (a) shall forth-with report the circumstances of the unsafe conditions to their supervisor; if the supervisor does not agree that an unsafe condition exists, the employee may request that the matter be investigated by both a Town and Union member of the Health and Safety Committee; if this investigation does not resolve the matter, it shall be referred to an officer of the Workers' Compensation Board whose decision shall be final and binding.

### **Disclosure of Information**

The Safety Committee shall draft job safety breakdowns for all positions to include all hazards of the dangerous substances used.

### **15.05 Workers' Compensation Board Wage Loss Top Up**

All employees shall be covered by the Workers' Compensation Act. No employee shall have their employment terminated as a result of absence from work with a compensable accident. Pending settlement of the WCB recognized compensable claim, the employee shall continue to receive the full salary and benefits of this Agreement, to a maximum of three (3) months. Monies received by the employee from the Workers' Compensation Board shall be remitted to the Town during this period.

## **ARTICLE 16 – GENERAL PROVISIONS**

### **16.01 Printing of Agreement**

The Union will be responsible for the amending and drafting of the Collective Agreement and the costs associated with the printing and supply of the Collective Agreement will be borne equally between the Parties.

### **16.02 Change of Agreement**

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

### **16.03 Notice of Changes**

Either Party desiring to propose changes to this Agreement shall, between the period of thirty (30) and ninety (90) days prior to the termination date, give notice in writing to the other Party.

### **16.04 Present Conditions and Benefits**

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

16.05 All provisions of this agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, or if there is an amalgamation, annexation, merger or other structural change of the Employer, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the employees shall remain in existence.

### **16.06 Allowances**

- (a) The Employer will pay to each employee required to wear safety boots in the course of their duties an annual safety boot allowance to a maximum of three hundred and fifty dollars (\$350.00) paid on or before June 1<sup>st</sup> of each year. Employees shall be required to provide proof of purchase of CSA Safety Foot Apparel by December 15<sup>th</sup> of each year.
- (b) The Employer will supply PPE including hearing and head protection, eyewear, rubber boots, coveralls, winter jacket, rain gear, and gloves for those employees requiring them.
- (c) The employer will provide a Medical Travel Allowance (MTA) in the form of a kilometer rate only for all employees required to attend medical appointments for themselves or their dependants out of the Town of Golden that are in excess of 250 km, round trip. The MTA will pay the current Provincial Government kilometer rate and capped at \$1,500 annually per employee. An MTA will only be approved for medical appointments or procedures that have documentation from a medical professional stating that the appointment or procedure was required and will be directly reimbursable through a direct claim on approved pro forma.

#### 16.07 Job Descriptions

The Employer and the Union agree to continue to meaningfully, productively, and cooperatively create and amend position job descriptions and classifications as required in order to fairly and correctively reflect the duties, and responsibilities of the unionized work force.

#### 16.08 Contracting Out

The employer shall not contract out work where it results in the lay off or reduction of hours for any employee or failure to recall of a laid off employee or reduce the work that is presently and regularly performed by the employees.

#### 16.09 Changes in Classification

When the duties of any job are changed or increased, or where the union and/or an employee feels a job is unfairly or incorrectly classified, or when a new job is created or established, the rate of pay and duties shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification, duties, or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the employee or the date of change in job duties.

#### 16.10 Elimination of Present Classification

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

#### 16.11 Accommodations for Disabled Employees

- (a) Any employee covered by this Agreement who becomes incapacitated due to injury or illness which prevents them from performing the duties of their regular position shall be provided with suitable alternate employment to the point of undue hardship for both the Employer and the Union. If modifications to a job are made within a classification there shall be no reduction in pay, however, if the accommodation involves an employee changing classification he shall receive the pay for that classification. The employee's pay may come from a variety of sources.
- (b) The Employer and the Union recognize the benefit of enabling a disabled employee to return to suitable work as early as the employee is willing and able. For the purpose of this Article "disabled employee" is defined as an employee who is unable to perform the full duties of their regular job due to occupational or non- occupational accident or illness.
- (c) For each disabled employee who is able to perform work, the Employer, in consultation with the Union, a medical practitioner and employee, shall cooperatively develop a "Modified Work Plan". The Modified Work Plan will consider the employment needs and abilities of the disabled employee, the workplace needs and the interests of the Union. In the event of a dispute on medical grounds, the matter will be addressed by the least invasive model before being referred to an independent medical authority agreed to by the Employer and the Union.

- (d) The underlying principle behind each Modified Work Plan is to create suitable position by modifying the Employee's regular work position through changes to both the Employee's position and/or to other positions. With due regard to seniority, a reserved vacancy may be considered to facilitate the Employee's return to full employment status within a reasonable time period.
  
- (e) It is understood that the Union and the Employer reserve the right of access to the grievance procedure, up to and including arbitration, should there be disagreement with application of these Modified Work Plan provisions.

## **ARTICLE 17 – LEGISLATIVE DISCLOSURE**

### **17.01 Information related to Legislative Disclosure**

The Employer will provide information to the Union that will assist it to fulfill any Legislative Disclosure requirements. The information will be provided in writing within 10 working days of the Union requesting any such information.

### **17.02 Disclosure and Leave with Pay for Dues Collection and Authorizations**

In the event that legislation is enacted that alters the current dues deduction or remittance language as set out in this collective agreement or existing legislation, the Employer will provide an electronic spreadsheet indicating the pay period covered by the deduction and the following information for all employees in the bargaining unit: name employment status (such as full-time, part-time, temporary, casual), classification/job title, worksite, regular earnings, work schedule and total hours worked. The spreadsheet will be sent to the Union's Local Secretary-Treasurer and National Servicing Representative, within 10 days of each pay period.

**ARTICLE 18 – TERMS OF AGREEMENT**

18.01 Duration

This Agreement shall be binding and remain in effect from January 1<sup>st</sup>, 2025 to December 31<sup>st</sup>, 2025. Either Party may, within the period of four (4) months immediately preceding the date of expiry of this Agreement, by notice, require the other Party to commence collective bargaining.

All terms and conditions of this Collective Agreement will remain in full force and effect during the period of collective bargaining for a renewal of this Agreement and thereafter, unless the parties mutually agree otherwise.

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IN WITNESS WHEREOF the Parties hereto have caused these present to be signed by their respective officers thereunto lawfully authorized in that behalf.

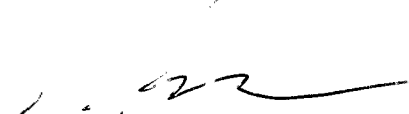
This 12<sup>th</sup> day of June, 2025.

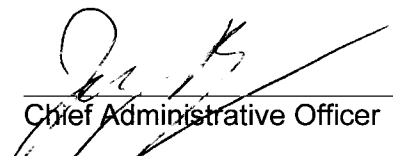
SIGNED ON BEHALF OF:

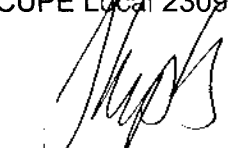
TOWN OF GOLDEN

THE CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 2309

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
CUPE Local 2309 President

  
\_\_\_\_\_  
Chief Administrative Officer

  
\_\_\_\_\_  
CUPE Local 2309 Vice President

  
\_\_\_\_\_  
Chief Financial Officer

  
\_\_\_\_\_  
CUPE Local 2309 Secretary/Treasurer

**SCHEDULE "A"**

Office Staff Wage Schedule

<b>Step</b>	<b>Position Title</b>	<b>2024</b>	<b>2025</b>
I	Administrative Clerk	25.22	<b>30.00</b>
II	Administrative Clerk	26.72	<b>31.20</b>
III	Administrative Clerk	28.95	<b>33.99</b>
I	Administrative Technician	28.95	<b>31.20</b>
II	Administrative Technician	31.73	<b>33.99</b>
III	Administrative Technician	34.52	<b>35.52</b>
I	Accounting Technician	28.95	<b>31.20</b>
II	Accounting Technician	31.73	<b>33.99</b>
III	Accounting Technician	34.52	<b>35.52</b>
I	Legislative Services Assistant	28.95	<b>31.20</b>
II	Legislative Services Assistant	31.73	<b>33.99</b>
III	Legislative Services Assistant	34.52	<b>35.52</b>
I	Corporate Services Coordinator	36.18	<b>37.18</b>
II	Corporate Services Coordinator	n/a	<b>38.18</b>
III	Corporate Services Coordinator	n/a	<b>39.18</b>
I	IT Support Coordinator	36.18	<b>37.18</b>
II	IT Support Coordinator	n/a	<b>38.18</b>
III	IT Support Coordinator	n/a	<b>39.18</b>
I	Payroll and Expense Accountant	36.18	<b>37.18</b>
II	Payroll and Expense Accountant	n/a	<b>38.18</b>
III	Payroll and Expense Accountant	n/a	<b>39.18</b>
I	Revenue Accountant	36.18	<b>37.18</b>
II	Revenue Accountant	n/a	<b>38.18</b>
III	Revenue Accountant	n/a	<b>39.18</b>
	GIS Specialist	40.81	<b>41.56</b>
	Network Programmer/Analyst	44.29	<b>45.04</b>

## SCHEDULE "B"

### Works and Services Wage Schedule

<b>Step</b>	<b>Position Title</b>	<b>2024</b>	<b>2025</b>
I	Camp Leader	24.16	<b>24.91</b>
I	Recreation Clerk	24.60	<b>25.35</b>
I	Aquatic Worker	24.60	<b>25.35</b>
II	Aquatic Worker	25.35	<b>26.10</b>
III	Aquatic Worker	26.29	<b>27.04</b>
IV	Aquatic Worker	27.72	<b>28.47</b>
V	Aquatic Worker	29.50	<b>30.25</b>
I	Recreation Services Lead	27.72	<b>30.00</b>
II	Recreation Services Lead	29.50	<b>31.75</b>
III	Recreation Services Lead	33.21	<b>34.21</b>
IV	Recreation Services Lead	34.78	<b>35.78</b>
V	Recreation Services Lead	35.32	<b>36.32</b>
I	Recreation Services Coordinator	33.21	<b>34.21</b>
II	Recreation Services Coordinator	34.78	<b>35.78</b>
III	Recreation Services Coordinator	35.80	<b>36.80</b>
IV	Recreation Services Coordinator	36.27	<b>37.27</b>
V	Recreation Services Coordinator	36.83	<b>37.83</b>

<b>Step</b>	<b>Position Title</b>	<b>2024</b>	<b>2025</b>
I	Bylaw Enforcement Officer	33.21	<b>34.21</b>
II	Bylaw Enforcement Officer	35.32	<b>36.32</b>
III	Bylaw Enforcement Officer	36.83	<b>37.83</b>
I	Planning and Development Technician	33.21	<b>34.21</b>
II	Planning and Development Technician	35.80	<b>36.80</b>
III	Planning and Development Technician	37.33	<b>38.33</b>
IV	Planning and Development Technician	42.06	<b>42.81</b>
V	Planning and Development Technician	44.59	<b>45.34</b>
I	Building Official	37.33	<b>38.33</b>
II	Building Official	42.06	<b>42.81</b>
III	Building Official	44.59	<b>45.34</b>
IV	Building Official	45.74	<b>46.49</b>
V	Building Official	46.91	<b>47.66</b>

<b>Step</b>	<b>Position Title</b>	<b>2024</b>	<b>2025</b>
	General Duty Worker	27.72	<b>28.47</b>
	Custodian	29.50	<b>31.75</b>
I	Equipment Operator	34.78	<b>35.78</b>
II	Equipment Operator	35.32	<b>36.32</b>
III	Equipment Operator	35.80	<b>36.80</b>
	Equipment Operator Sr	36.27	<b>37.27</b>
I	Recreation Operator	34.78	<b>35.78</b>
II	Recreation Operator	35.32	<b>36.32</b>
III	Recreation Operator	35.80	<b>36.80</b>
	Recreation Operator Sr	36.83	<b>37.83</b>
	Chief Recreation Operator	39.05	<b>39.80</b>
	Systems Operator	34.78	<b>35.78</b>
	Chief Systems Operator	47.98	<b>48.73</b>
I	Facilities Operator	36.27	<b>37.27</b>
II	Facilities Operator	37.33	<b>38.33</b>
I	Certified Tradesman	n/a	<b>38.33</b>
II	Certified Tradesman	42.06	<b>42.81</b>
III	Certified Tradesman	44.59	<b>45.34</b>
I	Working Foreman	45.74	<b>46.49</b>
II	Working Foreman	46.91	<b>47.66</b>
III	Working Foreman	47.49	<b>48.24</b>

## **SCHEDULE "C"**

### **Arena Recreation Attendants and Recreation Operators**

1. Thirty (30) days prior to the Arena opening and closing of each calendar year, the Union and the Employer will develop and mutually agree to a shift schedule for Schedule "C" employees.
2. The Schedules will be posted on all bulletin boards.
3. Employees shall alternate shifts every three (3) months, or as mutually agreed with the Union.
4. The shift schedule may be amended by mutual agreement between the Employer and the Union.

## SCHEDULE "D"

### System Operator Wage Schedule

#### Definitions

WWC means Waste Water Collection

MWWT means Municipal Waste Water Treatment

WD means Water Distribution

BCWWA CCC means BC Waste Water Association Cross Connection Control

#### General Conditions to Establish Modified Wage

Certification Level 1 in either WD or MWWT shall entitle \$1.00/hour above Pay Grade 9

Certification level 2 in either WD or MWWT shall entitle \$2.00/hour above Pay Grade 9

Certification Level 3 in either WD or MWWT shall entitle \$3.00/hour above Pay Grade 9

Certification Level 1 in WWC shall entitle \$0.50/hour above Pay Grade 9

Certification Level 2 in WWC shall entitle \$1.50/hour above Pay Grade 9

BCWWA CCC Backflow Assembly Tester Certification shall entitle \$1.00/hour above Pay Grade 9

This modified wage rate is accumulative.

**LETTER OF UNDERSTANDING #1**

between

THE TOWN OF GOLDEN

and

CUPE LOCAL 2309

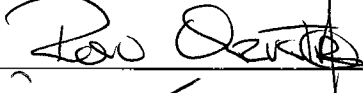
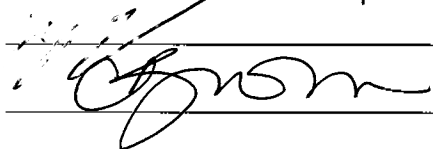
RE: Student Employees

The Parties agree to the following:

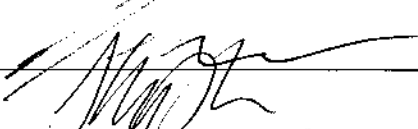
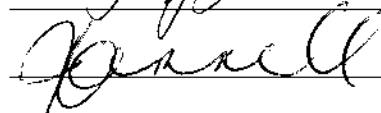
1. A student employee is a bona-fide student presently enrolled full-time in a post-secondary program or Grade 12 graduate who has applied for such enrollment. Terms of employment are the same as Temporary Employees. Notwithstanding, Aquatic Workers shall not be considered Student Employees, but Temporary Employees.
2. It is understood that the student may be integrated into the workplace under the charge of regular permanent employees to provide students with incremental or meaningful work.
3. A student will not replace any regular full-time or regular part-time employee unless mutually agreed to by the parties.
4. No more than three (3) students will be employed at anytime. The parties may agree to increase the number of students during the term of this collective agreement.
5. The hourly rate of pay for students will be set in accordance with the work being performed, mutually agreed to by the Union. No rate shall be less than pay grade 1 of the collective agreement.
6. This Letter of Understanding will expire on December 31, 2025.

SIGNED AT Golden, British Columbia this 12<sup>th</sup> day of June, 2025.

ON BEHALF OF THE TOWN OF GOLDEN

  
\_\_\_\_\_  
  
\_\_\_\_\_

ON BEHALF OF CUPE LOCAL 2309

  
\_\_\_\_\_  
  
\_\_\_\_\_

## **LETTER OF UNDERSTANDING #2**

Between

THE TOWN OF GOLDEN

And

CUPE LOCAL 2309

### **RE: Implementation of Work Time Averaging (Flex Time) Program**

The Parties to this Letter of Understanding agree to the following:

The terms and conditions prescribed below shall be applied in the trial implementation of a Work Time Averaging Program for participating Schedule "B" employees in the following classifications only; Building Official, Recreation Services Coordinator, Bylaw Enforcement Officer, Planning and Development Technician and predicated upon the following immutable principles:

- A. Program implementation may not compromise the smooth operation of the corporation.
- B. Program implementation may not financially impact the corporation.

#### Program Parameters

1. Departmental managers will have authority to determine employees' scope of participation in this program and such participation will not be unreasonably denied. Employees have the authority to opt out of the program if they so wish.
2. Departmental managers shall annually by November 1<sup>st</sup> prescribe no more than 10 "blackout" pay periods for the following year wherein FDO's (Flex Day Off) may be neither earned nor taken and during which s.8.03 (a) of the Collective Agreement shall then apply. Authorized employees must develop a calendar of program participation no later than December 1<sup>st</sup> for the year following and may NOT opt out of the program once officially entered for that succeeding year.
3. The Modified Work Week will be a two-week rotation. Employees will work 80 hours over 9 days with the second Friday in the cycle to be used as a Flex Day Off (FDO). All rotations must be scheduled so that the cycle is complete and ends prior to December 31<sup>st</sup> of each year and all FDO's are used. Employees shall be placed on alternating rotations:

**Two Week Rotation**

**RT      FT      RT      FT**

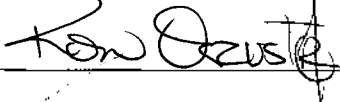
**Week 1                  Week 2**

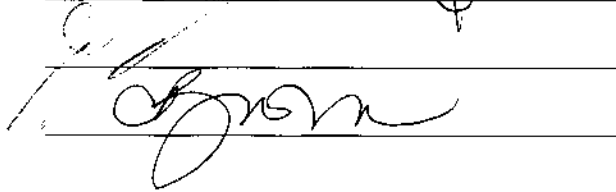
M	8.0	1.0	8.0	1.0
T	8.0	1.0	8.0	1.0
W	8.0	1.0	8.0	1.0
Th	8.0	1.0	8.0	1.0
F	8.0		OFF	
		4.0		4.0

4. Employees wishing to participate will be required to submit a calendar outlining their known vacation requests for the calendar year and will indicate their two-week rotation including their FDO day. During longer vacation periods greater than three (3) working days in a week, employees should return to working straight eight (8) hour days for the surrounding rotation.
5. An earned FDO day may be taken any day in the two-week rotation, subject to final management approval. The day selected must remain constant for the entire year except in extenuating circumstances.
6. FDO hours may be earned with the approval of the department manager in any number of daily configurations to suit seasonality and work opportunities.
7. FDO hours are exempt from overtime. Overtime on regularly scheduled workdays will not commence until nine (9) hours per day have been worked by the employee unless they are making up additional time from a previous day in which case the overtime would start after the additional time is worked.
8. Sick leave, statutory holidays and vacation will remain at eight (8) hours per day. For every day or eight (8) hours utilized, one (1) hour will need to be worked in order to make up the FDO time. The FDO time must be made up at a mutually agreed upon time and no more than an additional one and one half (1 ½) hours may be worked on any given day. At the end of a two-week rotation, if a full FDO day has not been earned, the employee shall report to work for no less than three (3) hours and be approved by the department manager
9. When an FDO day falls on a Friday statutory holiday, the FDO will be moved to the proceeding Thursday.
10. If/when a conflict arises between requested vacation and a scheduled FDO day with two different employees requiring vacation coverage, the vacation request will take precedence over the scheduled FDO day and the employee affected will have a mutually agreed upon compensating FDO day off. Where there are vacation changes or use of accumulated overtime requests made after the initial annual vacation booking / FDO scheduling process in December, the scheduled FDO days will take precedence.

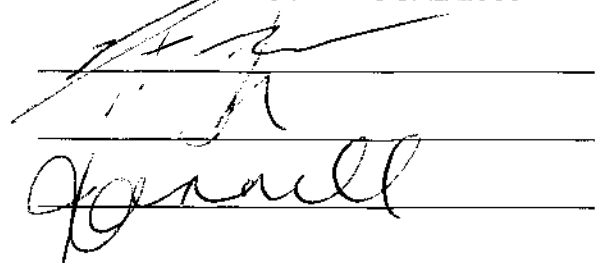
SIGNED AT Golden, British Columbia this 12<sup>th</sup> day of June, 2025.

ON BEHALF OF THE TOWN OF GOLDEN





ON BEHALF OF CUPE LOCAL 2309



**LETTER OF UNDERSTANDING #3**

Between

THE TOWN OF GOLDEN

And

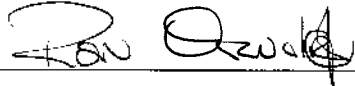
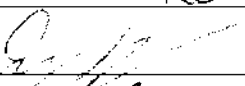

CUPE LOCAL 2309

**RE: Work Remotely**

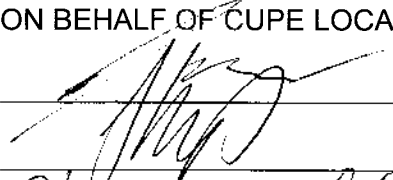

The Union acknowledges the right of the Employer to determine in extenuating or special circumstances both the feasibility and the necessity for specific classifications to work remotely on an intermittent, term, or ongoing basis when requested by an employee. Terms and conditions for remote working in each case shall be subject to the reasonable determination of the departmental manager. Once remote work has been approved for an individual it will not be unreasonably revoked.

SIGNED AT Golden, British Columbia this 12<sup>th</sup> day of June, 2025.

ON BEHALF OF THE TOWN OF GOLDEN

  
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ON BEHALF OF CUPE LOCAL 2309

  
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## **LETTER OF UNDERSTANDING #4**

Between

THE TOWN OF GOLDEN

And

CUPE LOCAL 2309

### **RE: Recreational Facility Stand-By Pay**

#### Recreation Facility Stand-By Pay

Stand-by for Municipal Recreation Facilities shall be voluntary and equally divided among the following eligible and qualified employees and for the following facilities:

#### Employees:

- Chief Facility Operator
- Recreation Operators
- Recreation Services Coordinators
- Recreation Services Leads

#### Facilities:

- Golden and District Recreation Centre
- Golden Municipal Swimming Pool
- Mount 7 Rec Plex

- (a) A minimum of 4 Employees will be required to operate Stand-By per season. Where less than 4 Employees sign up for Stand-By then the program will not operate unless the Employees signed up agree with the schedule set for Stand-By.
- (b) When an employee is advised that they are on Stand-By for Recreation Facilities, that is immediately available by telephone, or cell phone contact, they shall be paid straight time wages in accordance with the following schedule:  
An individual's regularly scheduled workdays – two (2) hours per day;  
An individual's regularly scheduled days off, or Statutory Holidays as listed in Article 9 – four (4) hours per day.

All hours actually worked by Recreation Facility Stand-by employees shall be paid at overtime rates in accordance with Article 8 Overtime of this agreement.

An employee may leave their employment and return home when an employee has completed the work for which they were called.

Recreation Facility Stand-By duty shall be equally divided among eligible, willing, and qualified employees on a weekly rotating basis, to provide telephone, or cell phone coverage from the end of the scheduled workday shift to the commencement of the following workday shift including twenty-four (24) hour coverage on regularly scheduled days off and Statutory

Holidays. Rec Facility Stand-By duty for Statutory Holidays shall also be equally divided on a rotating basis among willing and qualified employees.



- (c) Time off in lieu of Stand-By pay: For Stand-By time, an employee may be paid or may choose time off in lieu. The employee must inform the Employer at the time Stand-By is performed that they have chosen time off in lieu. Time off in lieu of Stand-By pay can be taken in conjunction with time off in lieu of overtime at a time mutually agreeable to the employee and Employer but in no case can the combined time off in lieu be permitted to exceed twenty-five (25) working days.

Interested employees will be required to commit to Stand-By coverage for an operational season for each of the arena and pool facilities, both of which will include the RecPlex. Scheduling will be determined in consultation with the Employer and Union.


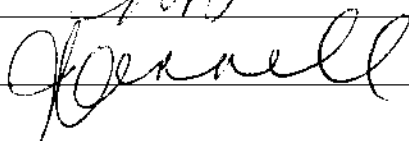
- (d) Positions identified in this LOU, who submit interest for Stand-By will receive training and development on the facilities pertaining to this LOU.
- (e) Both parties will meet during the life of this collective agreement to review the operations of this LOU. Amendments may be made by mutual agreement with the Union.

SIGNED AT Golden, British Columbia this 12<sup>th</sup> day of June, 2025.

ON BEHALF OF THE TOWN OF GOLDEN

  
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ON BEHALF OF CUPE LOCAL 2309

  
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**LETTER OF UNDERSTANDING #5**

Between

THE TOWN OF GOLDEN

And

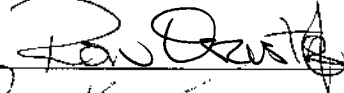
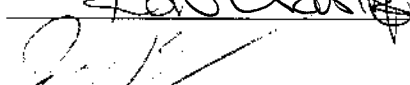
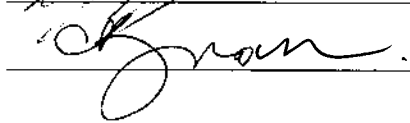
CUPE LOCAL 2309

**RE: Hours of Work**


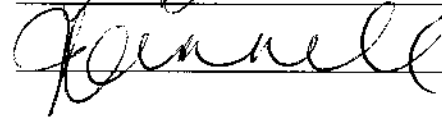
The Parties agree to meet during the life of this collective agreement to explore hours of work for all schedules. This conversation will include the review of Flex Time. This conversation will also include a discussion of processes, assessments and reviews undertaken by either party.

SIGNED AT Golden, British Columbia this 12<sup>th</sup> day of June, 2025.

ON BEHALF OF THE TOWN OF GOLDEN

  
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ON BEHALF OF CUPE LOCAL 2309

  
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## **LETTER OF UNDERSTANDING #6**

Between

THE TOWN OF GOLDEN

And

CUPE LOCAL 2309

### **RE: Job Evaluations**

#### **Job Evaluation Plan**

The parties agree to jointly develop, implement and maintain a point-weighted, gender-neutral Job Evaluation Plan, as follows:

The parties will agree to a Terms of Reference establishing the terms and conditions of this process, which shall include the following principles in order of precedence:

1. Currently filled positions will be reviewed prior to vacant positions.
2. Currently filled positions will be reviewed in order from lowest hourly wage to highest hourly wage.
3. Within each pay grade, positions mutually agreed as having job descriptions that are grossly misaligned from their actual duties will be reviewed first.
4. Within each pay grade, currently filled positions with equivalent wage rates but without defined pay grades will be prioritized.

Disputes will be resolved as per the Terms of Reference which shall include arbitration as a final and binding resolution in accordance with Article 5 of the Collective Agreement.

Each party will appoint an equal number of members, with a minimum of two (2) members each, to a Job Evaluation Plan Committee. The Committee may utilize advisors to assist in the project. The work of the committee will include reviewing and making recommendations on the following:

- Development of a Job Evaluation Plan, to suit the work of the bargaining unit.
- Review the weighting of evaluation factors.
- Benchmark wage ranges to market data.

Members of the Committee will be granted the necessary paid time during normal working hours to develop the Job Evaluation Plan.

The Job Evaluation Plan Committee will meet to begin their work no later than March 31, 2025.  
Job Descriptions and Evaluations.


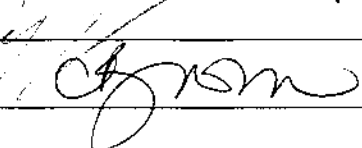
Both parties commit to reviewing and rating all jobs in accordance with section 16.07 and the Job Evaluation Plan as developed, including the development or revision of job descriptions as required no later than December 1, 2025, or as mutually agreed upon.

If, as a result of the review, there are different wage rates assigned to classifications, the process for implementing these wages will be negotiated by the parties. In no case will an individual's wage be reduced as a result of this process.

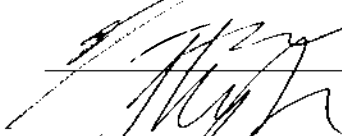
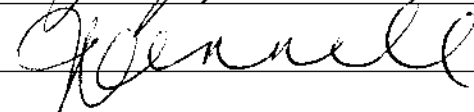
This Letter of Understanding is attached to, and forms part of, the Collective Agreement.

SIGNED AT Golden, British Columbia this 12<sup>th</sup> day of June, 2025.

ON BEHALF OF THE TOWN OF GOLDEN

  
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ON BEHALF OF CUPE LOCAL 2309

  
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**LETTER OF UNDERSTANDING #7**

Between

THE TOWN OF GOLDEN

And

CUPE LOCAL 2309

**RE: Elimination of Senior Recreation Operator Position**

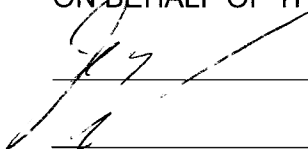
The parties agree to the elimination of the "Senior Recreation Operator" position in accordance with Article 16.10 of the Collective Agreement, on the grounds that the position is unnecessary and redundant, having been fully superseded by the creation and filling of the position of "Chief Recreation Operator" in 2021/2022.

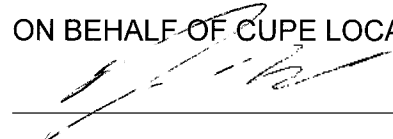
This Letter of Understanding is attached to, and forms part of, the Collective Agreement.

SIGNED AT Golden, British Columbia this 19<sup>th</sup> day of June, 2025.

ON BEHALF OF THE TOWN OF GOLDEN

ON BEHALF OF CUPE LOCAL 2309

  
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