COLLECTIVE AGREEMENT

BETWEEN

THE VILLAGE OF POUCE COUPE

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 2403-03

JULY 1, 2025 TO DECEMBER 31, 2030

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AGREEMENT BETWEEN:

THE VILLAGE OF POUCE COUPE

(hereinafter called the "Village")

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 2403-03

(hereinafter called the "Union")

PREAMBLE

It is the desire of both parties to this Agreement:

1. To maintain and improve harmonious relations and settle conditions of employment between the Village and the Union.
2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, and benefits.
3. To encourage efficiency in operations.
4. To promote the morale, well-being, and security of all employees in the bargaining unit of the Union.

ARTICLE 1 MANAGEMENT RIGHTS

1.01 Direct the Working Forces

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

1.02 Policies

The Union agrees that the Village has the right to make and alter from time to time, as the necessity arises, rules and regulations to be observed by all employees, which rules, regulations and/or amendments shall not be inconsistent with the provisions of this Agreement.

1.03 Management's Delegate

The parties agree that the foregoing enumeration of management's rights shall be vested in the Chief Administrative Officer or their delegate. Such a delegate shall not be a member of the Union.

ARTICLE 2 RECOGNITION AND NEGOTIATIONS

2.01 Bargaining Agent

The Village recognizes the Canadian Union of Public Employees and its Local 2403-03 as the sole and exclusive collective bargaining agent for its employees, and hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any difference that may arise between them.

2.02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except, where a bargaining unit employee is not available.

The parties recognize the past and current practices of work performed by non-bargaining unit employees shall continue. Any future changes to these work relationships will be mutually agreed upon.

2.03 No Other Agreements

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

2.04 Provision Apply to all Employees

The provisions of the Collective Agreement are applicable to all employees unless otherwise stated within this Agreement.

ARTICLE 3 NO DISCRIMINATION

3.01 No Discrimination or Coercion

There shall be no discrimination or coercion by the Village or by the Union against any employee because of the employee's union affiliations or because of race, color, ancestry, place of origin, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age.

ARTICLE 4 UNION SECURITY

4.01 All Employees to be Members

All employees, as defined in the Bargaining Unit Certification, shall, as a condition of continuing employment, become and remain members in good standing of the Union within thirty (30) days of employment with the Village.

4.02 Union Notification

The Village undertakes to advise the Union Local 2403 Secretary-Treasurer in writing on or before the fifteenth (15th) day of each calendar month the names of all new Village employees engaged during the preceding calendar month.

ARTICLE 5 CHECK OFF OF UNION DUES

5.01 Check-Off

The Village shall deduct from every employee, upon receipt of a duly signed authorization, any dues, initiation fees or assessments owing by him to the Union. As a condition of employment, an employee shall sign an authorization card. The initiation fee shall be deducted from the first pay cheque of a new employee.

5.02 Deductions

Deductions shall be made from each employee's earnings and shall be forwarded to the Secretary-Treasurer of the Union Local 2403 no later than the fifteenth (15th) day of the month following, accompanied by a list of the names of the employees from whose wages the deductions have been made.

5.03 Union Dues Receipts

At the time that Income Tax (T-4) slips are made available, the Village shall include the amount of union dues paid by each Union member in the previous year.

ARTICLE 6 THE VILLAGE AND UNION SHALL ACQUAINT NEW EMPLOYEES

6.01 Acquaint New Employees with the Collective Agreement

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

6.02 Copies of Agreement

On commencing employment, the employee shall be introduced to their Shop Steward. The Steward shall provide them with a copy of the Collective Agreement and shall be responsible for acquainting the employees with the benefits and duties of Union membership and his responsibilities and obligations to the Village and the Union.

ARTICLE 7 CORRESPONDENCE

7.01 Correspondence between the Parties

All correspondence between the parties arising out of this Agreement shall pass to and from the Chief Administrative Officer, or their delegate, and the Union Steward, with a copy to the Secretary-Treasurer of Local 2403.

ARTICLE 8 LABOUR/MANAGEMENT COMMITTEE

8.01 Establishment of Committee

A Labour/Management Committee shall be established consisting of not more than two (2) representatives of the Village and not more than two (2) representatives of the Union.

8.02 Purpose of Committee

Without limiting the purpose of the Committee, it shall concern itself with improving the relations between the Village and its employees; improving service to the citizens and correcting matters of mutual concern. The Committee shall not deal with grievances filed pursuant to the Collective Agreement.

8.03 Meeting of Committee

Both parties agree that Labour/Management meetings will be scheduled to minimize disruption of the workplace. Either party may request that a meeting be convened, in which case the Chief Administrative Officer shall notify the parties of the time and place.

ARTICLE 9 LABOUR MANAGEMENT RELATIONS

9.01 Right to Assistance from CUPE Representatives

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Village. Such representatives shall have reasonable access, upon notification to the Chief Administrative Officer, to the Village's employees at any time in order to investigate and assist in the settlement of a grievance.

9.02 Required to Act Only On Directions of Their Immediate Foreman, Etc.

The Village agrees that bargaining unit employees shall not be required nor permitted to take direction from Members of Council, committee members/representatives, or members of the public. Direction shall be provided by management.

ARTICLE 10 GRIEVANCE PROCEDURE

10.01 Settling of Grievance

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

Step 1

The aggrieved employee, with his steward, shall seek to settle the difference with the employee's immediate supervisor within seven (7) working days of the incident which gave rise to the grievance or within seven (7) working days from the time the employee or the Union became aware of the grievance.

Step 2

Failing satisfactory settlement at Step 1, the Union shall submit the grievance, in writing, within seven (7) working days, to the Chief Administrative Officer or their delegate who shall call a meeting with the Union to discuss the grievance. The Chief Administrative Officer will render his decision in writing within seven (7) working days after receipt of the grievance.

Step 3

Failing satisfactory settlement at Step 2 the Chief Administrative Officer and the Union shall meet to discuss the grievance again within ten (10) working days and the Chief Administrative Officer will render their decision within three (3) days.

Step 4

Failing satisfactory settlement at previous Steps, the Union may submit the grievance to Arbitration. The Union shall notify the Village of its decision within five (5) working days.

The Arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which it deems just and equitable.

Wherever a time limit is mentioned in the grievance or arbitration procedures, it may be extended by mutual consent of the parties.

10.02 Permission to Leave Work

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

In this effort, the Village agrees that the Steward, or in their absence a recognized representative of the Union, shall not be hindered, coerced, restrained or interfered with in any way in the performance of his duties while investigating potential disputes and presenting grievances. The Union understands and agrees that the Steward is employed to perform full-time work for the Village and that they shall not leave their work during working hours except to perform the duties of a Steward. Therefore, the Steward shall not leave their work without obtaining the permission of the Chief Administrative Officer, or designate, which permission shall not be unreasonably withheld. It is understood that such time off be limited to a maximum of one hour per occasion.

10.03 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees, the Union or the Village has a grievance, Step 1 of Article 10.01 may be bypassed.

10.04 Union Representatives

The Union shall notify the Village, in writing, of the name of the Steward, as well as Executive Officers, and joint committee representatives. The Union shall notify the Village within ten (10) working days of the appointments or election.

ARTICLE 11 ARBITRATION

11.01 Selection of Arbitrator

The arbitrator shall be selected by mutual agreement of the parties.

11.02 Failure to Appoint

Should the parties fail to agree on an Arbitrator within the said five (5) days, the Arbitrator shall be appointed by the Minister of Labour of the Province of British Columbia.

11.03 Decisions of the Arbitrator

(a) The decision of the Arbitrator shall be final and binding upon both parties.

(b) The Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.

11.04 Expenses of the Arbitrator

Each party shall pay one-half (½) of the expenses of the Arbitrator.

11.05 Expedited Arbitration

If the Parties mutually agree to refer a grievance to expedited arbitration under this Collective Agreement, the following procedures shall apply:

1. The parties shall attempt to agree on an arbitrator.
2. Where there are multiple grievances referred to expedited arbitration at the same time, all such outstanding grievances shall be dealt with by the same arbitrator at one time.

3. Neither party shall use legal counsel to present their case.
4. The parties shall each bear one-half (½) of the cost and expenses of the arbitrator.
5. The arbitrator shall schedule a pre-hearing conference call in advance to determine the issues in dispute and to attempt to resolve any preliminary issues and to make any pre-hearing orders that may be required.
6. The arbitrator shall take the necessary steps to ensure that the parties have satisfied their respective obligations to produce reliance documents and to provide meaningful particulars of the matters in issue.
7. The parties will whenever possible draft a statement of agreed facts and agree on the admissibility of documents prior to the arbitration date.
8. The parties agree to use a thorough opening statement to present their respective cases. Witnesses who are called to testify may give their evidence in narrative form, and may be cross-examined by the opposite party. The arbitrator may also examine the witness to the extent they deem appropriate.
9. Written submissions may be presented by either party only when there is mutual agreement to do so. The parties agree to make limited use of authorities and each party shall give a copy to the other party no less than two (2) clear weeks in advance of the hearing. Notwithstanding these limitations, the arbitrator shall have jurisdiction to consider and apply relevant authority.
10. With the consent of the parties, the arbitrator may attempt to mediate the dispute. All mediated results shall be "without prejudice."
11. The arbitrator may conduct the hearing by teleconference, video conferencing or such other means as the arbitrator considers appropriate with consideration of costs, provided the process followed satisfies the requirement of a fair hearing.
12. The expedited arbitrator shall have the same powers and authority as an arbitrator established under the applicable labour legislation in the Province of British Columbia. The decision of the arbitrator shall be final and binding on the parties.

ARTICLE 12 DISCIPLINE, SUSPENSION AND DISCHARGE

12.01 Discipline, Suspension or Discharge

An employee who has completed his probationary period may be disciplined, suspended or dismissed but only for just cause. When an employee is disciplined, suspended or dismissed, they shall have the reason given in the presence of the Steward, if the employee so elects. Such employee and the Union shall be advised promptly in writing by the Village of the reason for such discipline, suspension or discharge. The Village shall within five (5) days thereafter give written particulars of such censure to the employee involved, with a copy to the Recording Secretary of the Union.

12.02 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly suspended or discharged shall be entitled to a hearing under the Grievance Procedure. Step 1 of the Grievance Procedure shall be omitted in such cases.

12.03 Adverse Reports

The record of an employee shall not be used against them at any time in the following instances:

(a) When twenty-four (24) months have elapsed since the suspension, provided there has been no recurrence of a similar and/or any other infraction.

(b) When eighteen (18) months have elapsed since the issuance of a letter or verbal reprimand, provided there has been no recurrence of a similar and/or other infraction.

12.05 Crossing of Picket Lines During Strike

In the event that any employees of the Village, other than those covered by this Agreement, engage in a legal strike, or where employees in a labour dispute engage in a legal strike and maintain picket lines, the employees covered by this Agreement shall have the right to refuse to cross such picket lines. Failure to cross such a picket line shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

12.06 Emergency Service During Strike

Both parties agree to attempt to obtain an agreement with the striking union for permission to provide emergency services where and when required.

12.07 Access to Personnel File

An employee shall have the right to have access to and review his personnel file during normal working hours.

ARTICLE 13 SENIORITY

13.01 Federal/Provincial Aided Projects

For all individuals specifically hired as employees by the Village on Federal or Provincial financial aided Municipal projects, seniority shall not take effect until such projects have been completed and the individuals hired are subsequently retained by the Village to do other Municipal work. Seniority shall date from the date of being hired to do other Municipal work.

13.02 Seniority Defined

Seniority is defined as the length of service in the bargaining unit. All regular employees shall, upon completion of the probationary period, have seniority from the original date of hire.

13.03 Seniority Adjustment

Employees who work as a casual or who are employed on a seasonal basis shall accrue seniority by hours worked. Upon gaining a regular full time job the seniority start date shall be adjusted in proportion to the actual hours worked.

13.04 Seniority List

The Village shall maintain a seniority list showing the date upon which each regular employee's service commenced with the Village. The list will also show casual and part time employee's hours worked. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards every six (6) months.

13.05 Probationary Employees

(a) All new employees shall serve a probationary period of 488 hours of employment. Extensions to the probationary period may be extended by mutual agreement.

(b) The probationary period shall be for the purpose of determining a person's suitability for continuing employment in the position in which the person is placed in probationary capacity.

(c) Upon the successful completion of the probationary period, holiday benefits and other prerequisites referable to the length of service shall be based on the date of employment.

13.06 Loss of Seniority

An employee shall only lose their seniority in the event:

(a) They are discharged for just cause and are not reinstated.

(b) They resign.

(c) They fail to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Village informed of his current address in writing

(d) They are laid off for a period longer than six (6) months.

(e) A casual employee who doesn't work any shifts for 6 consecutive months.

(f) A summer student who has not been recalled for 12 consecutive months.

ARTICLE 14 EMPLOYEE DEFINITIONS

14.01 Definition of Regular Employees

A regular employee is defined as an employee who was successfully completed probation and who is hired to fill a regular full time, or regular part time position working 20 hours a week or more.

14.02 Seasonal Employee

A seasonal employee is one who has successfully completed probation and who is hired as a full time or part time employee to work on a seasonal basis. Seasonal employees are laid-off at the end of each season for which they are hired and are normally recalled for seasonal employment from year to year.

14.03 Part Time Employee

A part time employee is a permanent employee or seasonal employee who normally and regularly works less than 20 hours per week.

14.04 Casual Employee

A casual employee is defined as an employee who works in a temporarily vacant position to cover for a regular employee's absence due to illness, injury, vacation, leave of absence, etc., or to cover for short-term (less than six (6) weeks) extra work.

14.05 Temporary Employee

A temporary employee is one who has successfully completed probation and who is hired to work (either full time or part time hours) for an established period of employment (i.e. a period of temporary employment having a stated starting date and a planned ending date).

The length of any period of temporary employment shall not exceed six (6) consecutive months without the Union's approval, which approval shall not be unreasonably denied.

Temporary employees accrue seniority in accordance with the provisions of the Collective Agreement. They are paid annual vacation and statutory holidays pursuant to the Employment Standards Act. Temporary employees are paid 10% in lieu of dental and health benefits, and pension contributions.

ARTICLE 15 PROMOTIONS AND STAFF CHANGES

15.01 Job Postings

When a vacancy occurs or a new position is created in the bargaining unit, the Village shall notify the Union in writing and post notice of the position on bulletin boards at the Municipal Office and Public Works Lunch Room for a minimum of five (5) working days in order that all members shall know of the position and be able to make written application.

15.02 Information in Postings

Such notice shall contain the following information:

(a) nature of position;

(b) qualifications;

(c) required knowledge and education;

(d) skills;

(e) hours of work; and

(f) wage or salary rates or range.

The qualifications may not be established in an arbitrary or discriminatory manner.

15.03 Temporary Vacancies

Temporary vacancies expected to be six (6) weeks or more duration shall be posted. At the conclusion of the temporary vacancy, the employee shall return to the position they held prior to being the successful applicant for the temporary vacancy.

15.04 Method of Making Appointments

When making staff changes, transfers or promotions, appointments shall be made of the applicant with the greatest seniority and having the required qualifications, fitness and ability. Appointments from within the bargaining unit shall be made within three (3) weeks of posting.

15.05 Trial Period

The successful and unsuccessful applicants shall be notified within one (1) week following appointment. The successful applicant 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. The trial period may be extended for one (1) additional month, at the discretion of the Chief Administrative Officer in consultation with the Union. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate and without loss of seniority. Any other employee(s) 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.

15.06 Union Notification

The Union shall be notified of all appointments, hirings, layoffs, transfers, recalls and terminations of employment.

15.07 On the Job Training

The Village considers it desirable to develop and maintain a system of "on the job" training so that employees shall have an opportunity to qualify for promotion, transfer or temporary filling of vacancies. Accordingly, employees will be allowed opportunities to learn the work of higher or equal positions within their department (Public Works, Administration, or Economic Development), during regular working hours, by working together with other employees for temporary periods without affecting the salary or pay of the employees concerned, with such training taking place when staff time is available. The trainee shall remain under supervision. At the discretion of the Chief Administrative Officer and in consultation with the immediate supervisor, such opportunities for training shall be allocated to those employees who have indicated a desire to be trained, with seniority being given due consideration.

15.08 Training Courses

At the discretion of the Chief Administrative Officer, training, at no expense to the employee, shall be offered.

Courses taken during an employee's regular working hours shall be without loss of pay.

Training taken by part time and casual employees shall be subject to the same policy as regular employees. Part time and casual employees directed by the Village to take training shall be paid for the hours, up to full time, for a course taken under (a) above.

15.09 Transfer and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit. Such employee shall have the right to return to their former position in the bargaining unit within six (6) months of leaving the unit and such period shall be at no loss in seniority or benefits.

ARTICLE 16 LAYOFFS AND RECALLS

16.01 Layoff Defined

A layoff shall be defined as a reduction in the workforce or a reduction in the regularly scheduled hours of work of an employee.

16.02 Layoff by Seniority

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, 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 employee with less seniority.

16.03 No New Employees

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

16.04 Recall Procedure

Employees shall be recalled in the order of their seniority, provided that they are qualified for the job.

16.05 Rate of Pay

(a) An employee, with two (2) or more years seniority, bumping into a position with a lower rate of pay, shall retain their rate of pay for twenty (20) days, after which they shall receive the rate of pay for the new position. In all other situations, the employee shall receive the rate of pay of the new position.

(b) Employees being recalled after layoff shall receive the rate of pay for the position to which they are recalled.

16.06 Notification of Change of Address

It shall be the employee's responsibility to keep the Village informed of their current address in writing and telephone number during the period of layoff.

16.07 Recall After Layoff

Failure of the employee to report for work within seven (7) calendar days of notice by registered mail at their address reported to and received by the Village shall result in loss of recall rights.

16.08 Grievance on Layoffs

Grievances concerning layoff shall be initiated at Step 2 of the Grievance Procedure.

16.09 Notice of Layoff

Other than temporary employees, employees who are to be laid off shall be given notice in writing as specified below:

Years of Service	Weeks of Notice
>1	1
1 – 3	2
4	3
5	4
6	5
7	6
8	7
9 - 100	8

If an 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.

16.10 Severance Pay Options

Except temporary employees:

(a) An employee who is laid off is entitled to choose severance pay at any time within thirty (30) days from the effective date of layoff.

(b) Upon acceptance of severance pay, all rights under this Agreement are terminated.

(c) An employee on layoff and not recalled before loss of recall rights, shall automatically be paid severance pay within one (1) week of loss of recall rights.

(d) Severance pay is as follows:

Five (5) working days for each completed year of continuous employment, but the total amount of severance pay which may be paid shall not exceed one hundred (100) working days with pay.

ARTICLE 17 HOURS OF WORK

17.01 Hours

(a) The regular work week for office employees working thirty-seven and a half (37.5) hours per week shall be seven and a half (7.5) consecutive hours between seven thirty (7:30) a.m. and five thirty (5:30) p.m. Monday to Friday inclusive, with one (1) hour off for lunch. Office staff do not get coffee breaks.

(b) The regular work week for Public Works Staff working thirty-seven and a half (37.5) hours per week shall be seven and a half (7.5) consecutive hours between six-thirty (6:30) a.m. and four-thirty (4:30) p.m. Monday to Friday

inclusive, with two (2) fifteen (15) minute coffee breaks and a one-half (½) hour off for lunch.

(c) Upon mutual agreement between the parties the above-noted start/quit times, days off or rest periods may be revised on a temporary basis to meet short-term workload **or anticipated extreme temperature** situations.

17.02 Rest Periods

All Public Works employees shall be entitled to two (2) fifteen (15) minute rest periods and a one-half (½) hour lunch break during their shift.

All Office staff shall be entitled to a one (1) hour lunch break during their shift.

17.03 Commencement of Shifts

Shifts shall commence and end at the Public Works Yard for those employees whose base of operations is such yard, and the Municipal Office for those whose base of operations is such office, unless directed to report elsewhere by the Village. Employees shall be fully prepared to commence their work at the applicable starting time.

17.04 Reporting Pay

(a) A regular full time employee reporting for 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.

(b) Other employees required to report for work shall receive a minimum of two (2) hours pay. A casual employee reporting more than once during a twenty-four (24) hour period shall receive the two (2) hour minimum each time they report to work.

(c) Regular part time employees called into work outside their scheduled hours of work shall receive a minimum of two (2) hours pay, at the applicable rate.

(d) The Employer will call in regular employees in preference to casual employees (except in cases of relief), but shall be entitled to minimize the cost to the Village in doing so.

17.05 Shift Changes

Seventy-two (72) hours notice shall be given before an employee's shift is changed. Failure to provide at least twelve (12) hours rest between shifts which are being changed, shall result in payment of overtime at established rates for any hours worked during such normal rest period.

(i) Shift changes shall only be made at a time when all employees involved shall suffer no loss of wages because of such shift changes.

(ii) A maximum shift shall be seven and a half (7.5) hours work within a twenty-four (24) hour period commencing at 12:00 a.m.

(iii) All time worked beyond a regular shift of seven and a half (7.5) hours in the twenty-four (24) hour period (commencing at 12:00 a.m.) shall be considered overtime and shall be paid at the applicable overtime rates.

The Employer will make every reasonable effort to avoid excessive fluctuation in hours of work.

17.06 Change of Regular Work Week

When employees are required to change their regular hours of work, either temporarily or permanently, the Village will notify the employee and the Union at least three (3) working days prior to the change, except in emergencies.

The employer will ensure that safe working-alone conditions are in place in accordance with WorkSafeBC regulations. Where necessary to meet these requirements, the employer may implement a shift change. Such actions shall not be interpreted as establishing minimum staffing levels.

ARTICLE 18 OVERTIME

18.01 Overtime Defined

All time worked at management's direction before or after an employee's regular daily hours shall be considered overtime providing the employee has worked his regular daily hours for that day.

This definition applies to all overtime scheduled with a minimum of 24 hours notice to the affected employee. If less than 24 hours notice is provided Article 18.05 Call Back Time shall apply.

18.02 No Layoff to Compensate for Overtime

Employees shall not be required to layoff during regular hours, as defined in Article 17, to equalize any overtime worked.

18.03 Issuing of Overtime

Management shall assign overtime to the employees who are willing and qualified and normally perform the work that are available first, if those workers cannot perform the overtime, management will offer the overtime to other qualified workers in order of seniority.

18.04 Compensation for Work Before or After Scheduled Daily Hours

(a) The Village and employees shall endeavour to keep overtime to a minimum. Overtime work before or after the regular daily hours worked shall be paid for at the rate of time and one-half for the first four (4) hours and double time thereafter.

(b) Employees who are required to work on one (1) of their two (2) scheduled days off shall receive one and a half times (1.5x) for the first 4 hours and two times (2x) thereafter.

Employees who are required to work on both of their two (2) scheduled days off shall receive:

(i) On the first day, one and one half times (1.5x) for the first 4 hours and two times (2x) thereafter, and,

(ii) On the second day, two times (2x) for all hours.

(iii) Statutory holidays shall be paid at two times (2x), in addition to statutory holiday pay.

(c) All time worked beyond a regular shift of seven and a half (7.5) hours in a twenty-four (24) hour period (commencing at 12:00 a.m.) shall be considered overtime and shall be paid at the applicable overtime rate.

18.05 Call-Back Time

An employee who is called to work outside of their regular working hours shall be considered to have been called out and shall receive a minimum of two (2) hours at double-time, all hours worked beyond the two (2) hour minimum will also be at the double-time rate of pay. An employee who is asked to work overtime contiguous with their regular shift shall be entitled to overtime rates as provided in Article 18.04 but shall not be entitled to the two (2) hour minimum.

18.06 On Call Premium

Employees required by the employer to be on call will receive a flat rate **one hundred and seventy-five dollars ($175.00)** per week when they are on call. The on call shall be on a rotating basis.

18.07 Work During Vacation

Unless otherwise specified in this agreement, an employee who is recalled to work while on vacation shall be paid at the overtime rate**, defined as time and one half (1.5X) of their regular pay or such greater rate as may be required by the Employment Standards Act** and shall receive an equal length of time off as the recall required with pay at their regular rate of pay.

18.08 Time Off in Lieu of Payment

Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a mutually agreeable time.

ARTICLE 19 HOLIDAYS

19.01 List of Holidays

All regular employees covered by this Agreement shall be paid for a regular day's wages on each of the following Statutory Holidays, provided that such Statutory Holiday falls upon a normal working day:

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

And all civic declared holidays and those proclaimed by the Federal Government and the Province of British Columbia.

The employee must have worked 15 of the last 30 days before the Statutory Holiday. For purposes of this Article, "worked" shall be defined as being on the job, on vacation, on approved sick leave, or on WCB.

When any of the above-noted holidays fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be holidays for the purpose of this Agreement.

Employees regularly working less than 20 hours per week will have their stat holiday paid out each pay period at a rate of **5%** of regular earnings. This percentage may rise according to Employment Standards.

Regular part time workers will have their stat pay prorated as per hours worked.

19.02 Holidays During Vacation

If a Statutory Holiday falls or is observed during an employee's vacation period on what otherwise would be a normal working day for such employee, they shall be granted an additional day vacation for each such Statutory Holiday, in addition to their regular vacation time.

ARTICLE 20 VACATIONS

20.01 Length of Vacation

An employee shall be entitled to an annual vacation in the calendar year of service as follows:

Years of Service	Working Days	Vacation Pay
1st	12	4.62%
2nd to 5th	15	6%
6th to 10th	20	8%
11th to 15th	25	10%
16th to 20th	30	12%
21st and more	35	14%

The first year of service is the calendar year in which the employee commenced employment. Entitlement shall be prorated in the first year if employed less than twelve (12) months.

20.02 Vacation Pay

All Regular employees shall be paid vacation pay equal to their regular daily earnings at the time of the vacation.

Temporary employees and casual employees and employees hired under Federal or Provincial financial assisted projects shall receive vacation pay according to the rates above on regular earnings which shall be paid on each pay day.

20.03 Vacation Schedules

(a) Unbroken Vacation Period
An employee shall, wherever possible, be entitled to receive their vacation in an unbroken period, providing operational requirements can be met.

(b) An employee leaving the service of the Village shall have their vacation entitlement prorated.

20.04 Reinstatement of Unused Vacation Leave

Where, in respect of any period of vacation leave, an employee:

(a) is granted bereavement leave; or

(b) if an employee is sick in excess of three (3) days while on their annual vacation, the days of illness shall not be considered vacation but shall be considered as sick time if a medical certificate is produced. The employee must endeavour to report back to work at the scheduled conclusion of their vacation, the unused portion of which will be rescheduled at a later date.

20.05 Carry-Over Provision

Vacation leave earned by employees during the calendar year shall be taken during the calendar year in which it is earned. Carry-overs to the next year to a maximum of five (5) days with no accumulation from year to year or payouts of leave shall be permitted upon approval by the Chief Administrative Officer.

20.06 Cancellation of Vacation Leave

When the Village cancels or alters a period of vacation leave which it has previously approved in writing, the Village shall reimburse the employee for the non-returnable portion of vacation contracts and reservations made by the employee in respect of the period, subject to the presentation of such documentation as the Village may require. The employee must make every reasonable attempt to mitigate any losses incurred and will provide proof of such action to the Village.

ARTICLE 21 SICK LEAVE PROVISIONS

21.01 Sick Leave Defined

Sick Leave means the period of time an employee, is permitted to be absent from work with full pay by virtue of being sick or disabled, exposed to contagious disease or because of an accident for which compensation is not payable under the Workers' Compensation Act. An employee must notify the Chief Administrative Officer of an absence due to illness before the commencement of the employee's regular shift. The Union and the Village agree that sick leave provisions are provided for those employees who are legitimately sick and therefore agree to work co-operatively in an effort to discourage the abuse of these provisions.

For clarity, paid and unpaid sick leave entitlements under the *Employment Standards Act* are included within, and not in addition to, the sick leave provisions of this Agreement.

21.02 Amount of Sick Leave

After completing **90 days of consecutive** service with the Village from the date of hire, an employee shall accumulate sick leave in the following manner:

(a) 18 days per year sick leave (pro-rated for less than a full year of employment).

(b) Paid sick leave may be accumulated to a maximum of 130 days.

(c) Sick leave may be used for the care of a sick child or spouse to a maximum of 5 days per calendar year.

(d) The rate paid on sick leave shall be the employee's classified rate of pay.

(e) An employee may be required by the Village to produce a Certificate from a qualified Medical Practitioner for any illness, or a Formal Declaration certifying that such employee is unable to carry out duties due to illness or non-compensable accident. The Village shall pay the fee, if any, charged by the doctor to furnish such medical certificates.

(f) Up to **four** days of sick leave may be used for personal leave to attend to personal responsibilities as needed.

ARTICLE 22 LEAVE OF ABSENCE

22.01 For Union Business

The Village and the Union agree that up to two (2) representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on negotiations with the Village.

The Village and the Union agree that one (1) representative of the Union shall not suffer any loss of pay when required to leave their employment temporarily for the purpose of investigating and representing employees in respect of a grievance, to a maximum of one (1) hour per time. Where more than one (1) employee is required to investigate a grievance, additional employees may be released from duty without pay subject to operational requirements.

22.02 President's Leave

The parties agree that the Union President shall be granted one day per week from their regular duties to attend to Union business. The day of the week upon which this day falls shall be mutually agreed between the parties. The day shall not fall on a holiday or regularly scheduled day of rest for the President.

It is the intent of the parties to schedule regular Union commitments on this day. This will include the meetings of committees the President is a member of, such as the Labour-Management Harassment Advisory Committee, and Joint Job Evaluation Committee.

If the President is unavailable, this day shall apply to the President's designate.

Wages for the President on this day shall be paid in accordance with the Collective Agreement.

22.03 Union Conventions and Meetings

(a) Leave of absence without pay and without loss of seniority may be granted upon request to the Village to one (1) employee elected or appointed to represent the Union at Union Conventions. Leave of absence without pay shall be granted to employees to attend Executive and Committee meetings of the Canadian Union of Public Employees, The Canadian Labour Congress or the BC Federation of Labour.

(b) Leave of absence without pay and without loss of seniority may be granted upon request to the Village for one (1) employee to attend Union seminars. Reasonable written notice shall be provided to the Village.

(c) Employees on leave of absence as contained in this section shall have their time cards marked "paid for - not worked" (PFNW). Employee benefits shall continue as normal and the Village shall bill the Union the cost of wages plus twenty-five percent (25%) for benefits.

22.04 Bereavement Leave

An employee shall receive three (3) paid days in the case of death of an immediate family member (Parents, Parents-in-Law and Step-Parents, Grandparents, Grandchildren, Legal Guardians, Siblings, Step-Siblings, Children and Step-Children). One (1) paid day will be granted for any other relative. An additional two (2) days will be granted if there is travel outside of the Peace River Regional District involved. Exceptions may be granted at the discretion of the Administrator.

22.05 Education Leave

Leave of absence with pay and without loss of seniority may be granted to allow employees of the Village time to write examinations or attend courses to improve qualifications in the service of the Village, provided:

(a) The course taken is beneficial to and approved by the Village.

(b) The employee undertakes to remain with the Village for twenty-four (24) months from the date of examination when total course costs exceed one thousand dollars ($1,000.00).

(c) The employee agrees that course costs in excess of one thousand dollars ($1,000.00) that are paid by the Village in connection to the training be prorated over a twenty-four (24) month period and should the employee terminate employment with the Village, any costs outstanding with the prorated course costs shall be paid back by the employee to the Village.

(d) Where the Village requires the employee to attend an educational training course which occurs after the employee has completed their normal work shift, the Village shall provide equivalent time off with pay, which shall be scheduled at a mutually agreed time.

22.06 Training Expenses and Wages

An employee who is granted education leave pursuant to Article **22.05** and authorized to attend apprenticeship and training courses including examinations, conferences and

seminars, shall be reimbursed for the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees, course required books, transportation and accommodation expenses incurred while outside of Pouce Coupe. Reimbursement shall be as per Village policy. An employee shall receive their normal earnings while attending apprenticeship and training courses.

To maintain licenses required to operate Village equipment, employees shall be reimbursed for the cost of licensing renewal fees and associated medical examinations.

22.07 General Leave

The Village may grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request is to be made in writing and approved by the Employer. Such leave shall not be unreasonably withheld.

22.08 Mourner's Leave

One half (½) day leave without loss of wages or benefits shall be granted to attend a funeral as a pallbearer or mourner.

22.09 Maternity Leave

An employee shall have the right, upon written request, to unpaid leave of absence for pregnancy on the following basis:

(a) An employee shall be granted leave to a maximum of twelve (12) months at the employee's option. The employee shall notify the Village at least two (2) weeks prior to returning to the job. The employee shall be placed in their former job, or another which is consistent with their seniority, qualifications and former salary. The Village shall continue to provide coverage for all employee benefits while on maternity leave. This leave shall be extended, if requested by a medical practitioner. Upon return to work all increments to wages and benefits shall be reinstated to the employee as if the leave had not been taken.

(b) If during the maternity leave or prior to taking leave, an employee indicates in writing that a longer period is required than allowed above, then upon conclusion of twelve (12) months maternity leave, the employee shall be considered on unpaid leave of absence for up to an additional six (6) months. The employee may elect to continue paying the premiums for the benefit plans for the period of leave of absence. During such leave the employee shall retain seniority rights but shall not accrue time for salary increments. The employee shall notify the Village at least four (4) weeks prior to wishing to return to work. The Village shall endeavour to place the employee in a job consistent with her qualifications and seniority.

(c) Where the pregnancy is terminated before a request for leave is made, the Village shall, on receipt of a certificate of a medical practitioner, grant the employee maternity leave under this Article of up to six (6) weeks at the employee's option.

(d) Pregnancy shall not disqualify an employee from any benefit arising in this Agreement.

22.10 Paternity Leave

A male employee shall be granted leave with pay for the birth or adoption of his child, up to a maximum of five (5) working days.

22.11 Adoption Leave

An employee, upon request, shall be entitled to the same provisions of the Maternity Leave Article of this Agreement.

22.12 Parental Leave

Leave of absence without pay and without loss of benefits and seniority shall be granted to employees who qualify for EI Parental Leave. Such leave shall be scheduled in accordance with the EI requirements and subject only to the operational requirements of the workplace.

22.13 Jury or Court Witness Duty

(a) The Village shall grant paid court leave without loss of seniority, other than employees on leave without pay, who serve as jurors or witnesses in a court action provided such court action is not occasioned by the employee's private affairs.

(b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend a court shall be without pay but without loss of seniority,

(c) An employee in receipt of his/her regular pay while serving a court shall remit to the Village all monies paid to him/her by the Court within five (5) workdays of receipt of such monies, except travelling and meal allowances not reimbursed by the Village.

(d) Time spent at a court by an employee in his/her official capacity shall be at his/her regular rate of pay.

(e) Court actions arising from employment, requiring attendance at court, shall be with pay.

(f) For all of the above leaves, the employee shall advise the Village as soon as they are aware that such leave is required.

22.14 Union/Public Office

Any employee who is elected or selected for a full time position with the Union, the Canadian Labour Congress or the BC Federation of Labour, or who is elected to public office, shall be granted leave of absence without pay or benefits but without loss of seniority, and without accrual of seniority, by the Village, for a period of up to one (1) year. Such leave shall be renewed each year, on request, during their term of office.

22.15 Leave Credits Upon Death

When the employment of an employee, who has been granted more vacation or sick leave with pay than the employee has earned, is terminated by death, the employee is considered to have earned the amount of leave with pay granted to them.

22.16 Marriage Leave

After completion of one (1) year continuous employment with the Village, and providing an employee gives the Village at least thirty (30) calendar days notice, the employee shall be granted five (5) continuous work days leave with pay for the purpose of getting married. This leave shall be restricted to one (1) marriage per employee.

22.17 Family Responsibility Leave

Employees shall be entitled to five (5) days of unpaid family responsibility leave annually in accordance with the *Employment Standards Act.*

22.18 Critical Care Leave

An employee shall receive three (3) paid days to visit an immediate family member who is in critical condition (Parents, **Parents-in-law,** Step-Parents, Legal Guardians, Siblings, Step-Siblings, Children and Step-Children). One (1) paid day will be granted for any other relative. An additional two (2) days will be granted if there is travel outside the Peace River Regional District involved.

ARTICLE 23 PAYMENT OF WAGES AND ALLOWANCES

23.01 Payment of Wages

Wages and classifications shall apply as set out in Schedule "A" attached hereto and forming part of this Agreement. The rate of pay for any classification not included in Schedule "A" shall be negotiated, if necessary, by the parties, on the understanding that failure to reach agreement on any rate shall necessitate the submission of same to Arbitration as provided for in Article 11 of this Agreement.

23.02 Equal Pay for Equal Work

The principle of equal pay for equal work shall apply.

23.03 Pay Days

All employees covered by this Agreement shall be paid every alternate Friday. Pay cheques or direct deposit information shall be available to the employee before 4:30 p.m. on paydays. Applications for payroll deductions may be requested at any time.

23.04 Classifications

(a) All employees shall be paid at the rate set forth for the classification to which they are hired, irrespective of whether they are employed full time in their classification or not.

(b) Employees assigned by the Village to perform work in a higher paid classification for more than one (1) working day shall be paid the higher rate until the assignment in that higher paid classification ends.

(c) Further to 23.04 (b) above, employees assigned by the Village to perform payroll duties of the Finance Clerk, record or produce council meeting minutes, or act as the lead hand for more than one (1) hour shall be paid the higher rate until the assignment in that higher paid classification ends.

(d) An employee temporarily receiving a higher rate of pay shall be paid the higher rate for any Statutory Holidays occurring within that work period,

provided the employee has worked at the higher paying job for three (3) weeks.

(e) If an employee goes on paid leave while substituting, the employee will not receive substitution pay.

23.05 Pay on Temporary Assignment

An employee temporarily assigned to a position with a lower rate of pay shall maintain their regular rate of pay.

23.06 Boot Allowance

All maintenance workers shall receive an annual allowance of two hundred and seventy-five dollars ($275.00) per year or up to five-hundred and fifty dollars ($550.00) every two years to allow employees to forego the yearly purchase, towards the purchase of CSA approved "green stamped" boots as per WCB regulations. The employee shall pay the boot seller directly and submit the receipt to the Village for reimbursement of up to the allowable allowance.

23.07 Vacation Leave Upon Lay-off

(a) When the employment of an employee has been granted more vacation leave with pay than the employee has earned is laid-off, the employee is considered to have earned the amount of leave with pay granted if at the time of their lay-off the employee has completed two (2) or more years of continuous employment.

(b) In the event of lay-off for an employee with less than two (2) years continuous employment, an amount equal to the amount paid to the employee during the period of vacation leave will be recovered by the Village from any monies owed the employee.

23.08 Overtime Meal Break

An employee required to work four (4) hours overtime shall be provided with a meal allowance of **twenty-five dollars ($25.00)**. The employee shall receive a meal allowance of **twenty-five dollars ($25.00)** for each subsequent consecutive four (4) hours or portion thereof.

ARTICLE 24 JOB CLASSIFICATION AND RECLASSIFICATION

24.01 Job Descriptions

The Union shall be notified when a change is made to a job description or a new job description is developed. **Updated job descriptions shall be provided to the Union within thirty (30) days of such change occurring.**

24.02 Changes in Classification

When a new position not covered in Schedule "A" of this Agreement is established or where the Village initiates a significant and ongoing change to the duties and responsibilities of an existing position during the term of this Agreement, the rate of pay and classification shall be determined by mutual agreement. If agreement cannot be reached on the classification of the new position and/or rate of pay of the job in

question, such disagreement may be referred to expedited arbitration in accordance with Article 11.05. The rate and/or classification shall become retroactive to the date the classification grievance was filed.

Classifications listed in Schedule "A" will not be eliminated unilaterally by the Village.

ARTICLE 25 EMPLOYEE BENEFIT PLANS

25.01 Eligibility for Benefits

All employees who have completed their probation period and who regularly work twenty (20) or more hours per week will be eligible for benefits. The Village shall pay the registration fees and premiums for all eligible employees unless otherwise stipulated.

25.02 Benefit Plans

(a) Medical Services Plan: Premiums paid one hundred percent (100%)

(b) Canada Life Extended Health Plan:
Extended Health Benefits to include Extended Health Benefits net.

Extended Health Benefits' lifetime limit to be one million dollars ($1,000,000.00).

Vision care benefit of five hundred dollars ($500.00) per employee and each dependent, every two (2) years. Eye exams will be covered up to one hundred dollars ($100.00) per family member, every two (2) years.

(c) Pacific Blue Cross Dental Plan: - Plan A 100% - Plan B 80% - Plan C 50%

(d) Paramedicals: Per Year Coverage of Acupuncturist $500.00, Chiropractor $500.00, Naturopath $500.00, Massage $500.00, Physiotherapist $500.00, Podiatrist $500.00, Psychologist $500.00, Speech Language Pathologist $500.00.

25.03 Short Term Disability

Short Term Disability coverage begins after completion of 488 hours of work and ends when you terminate your employment, retire, or at age 65; whichever occurs earliest. To be eligible for coverage you must work, on a year round basis, a minimum of 20 hrs per week.

Short term disability will pay a benefit of 66.67% of weekly earnings to a maximum of $600.00 per week for up to twenty-six (26) weeks following the elimination periods of: Zero (0) days for injury, seven (7) days for sickness, seven (7) days for hospitalization.

25.04 Long-Term Disability

Long Term Disability coverage begins after completion of 488 hours of work and ends when you terminate your employment, retire, or at age 65; whichever occurs earliest. To be eligible for coverage you must work, on a year round basis, a minimum of thirty (30) hrs per week.

If eligible you will receive a monthly benefit of 66.67% of monthly earnings to a maximum of $5,000.00 after an elimination period of 180 days. Your monthly LTD benefit may be reduced by any amount of disability and/or retirement benefit that you receive from other income sources (i.e. Canada Pension or Worksafe BC). **Superior benefits may be provided in accordance with the terms of the insurer's policy.**

The provision of superior Long Term Disability benefits does not bind the employer to continue providing them.

"Earnings" means your regular monthly earnings, excluding bonuses, overtime pay, special allowances, dividends and any other form of remuneration.

25.05 Group Life Insurance

The Village shall provide the Group Life Insurance coverage of two (2) of the employee's annual gross salary up to two hundred and fifty thousand dollars ($250,000.00), with Accidental Death and Dismemberment.

25.06 Pension

All eligible employees shall participate in the Municipal Pension Plan of BC.

25.08 Northern Living Allowance

All regular full time employees will have a Northern Living Travel Allowance benefit in the amount of 15% of gross salary up to a maximum of seven thousand dollars ($7,000.00) per year, to be recorded in Box 32 on the annual T4 Tax slip.

ARTICLE 26 SAFETY AND HEALTH

26.01 Safety Committee

The Health and Safety Committee shall consist of two (2) members. This committee shall meet monthly.

26.02 Safety Equipment and Clothing

Employees working in any unsanitary or dangerous jobs shall be supplied with all the necessary tools, safety equipment, and protective clothing as determined by the Safety Committee and the Chief Administrative Officer.

26.03 Right to Refuse Unsafe Work

The Village and the Union recognize an employee's right to refuse unsafe work in accordance with the *Worker's Compensation Act Regulations*. Such an employee shall not be subject to disciplinary action and temporary alternative work at no loss in pay shall be provided until the matter is resolved.

26.04 Pay for Injured Employees

An employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at their regular rate of pay, unless a doctor or nurse states that the employee is fit for further work on that shift.

26.05 Transportation of Accident Victim

Transportation to the nearest physician or hospital for employees requiring medical care as a result of a work related accident shall be at the expense of the Village.

26.06 Lunch Room

A suitable lunchroom and washrooms shall be maintained by the Village for the convenience of the employees.

26.07 Bodily Integrity

Unless a legal requirement exists, no employee shall suffer a loss of pay or reduction in hours as a result of refusing to take any medication or vaccination that is against their personal choice.

ARTICLE 27 TECHNOLOGICAL CHANGE

27.01 During the Term of this Agreement

During the term of this Agreement any disputes arising in relation to adjustment to technological change shall be discussed between the Union and the Village. The Village shall give to the Union in writing at least ninety (90) days notice of any intended technological change that:

(a) Affects the terms and conditions, or security of employment of a significant number of employees to whom this Collective Agreement applies; and

(b) Alters the basis upon which the Collective Agreement was negotiated.

Either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to expedited arbitration in accordance with Article 11.

The parties agree that the foregoing provisions shall be applied in conjunction with Section 54 of the *Labour Relations Code*.

27.02 Training Benefits

Where, as a result of technological change, new or greater skills are required than those already possessed by affected employees, such employees shall, at the expense of the Village, be given a reasonable period of time, during which they may perfect or acquire the skills necessitated by the technological change. There shall be no reduction in pay upon being reclassified in the new position.

ARTICLE 28 JOB SECURITY

28.01 Job Security

The Employer shall not contract out work where it would result in the lay off or reduction of regular hours for any employee, or failure to recall an employee with recall rights, except in cases of emergency.

ARTICLE 29 GENERAL CONDITIONS

29.01 Bulletin Boards

The Village shall provide bulletin boards, which shall be placed so that all employees shall have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

29.02 Indemnity

Where coverage supplied through its comprehensive liability policy does not apply, the Village shall indemnify employees in respect of any action initiated against the employee by virtue of performance of their assigned duties, except in cases of gross negligence, intentional misconduct or dereliction of duty.

29.03 Harassment

The Village and the Union agree that an employee has the right to work without harassment. In dealing with a harassment claim the parties agree to follow the Employer's policy titled, "Workplace Anti-Harassment and Anti-Violence." Failing a satisfactory resolve, employees shall have the right to file a grievance which would be initiated at Step 2 of the Grievance Procedure.

29.04 Printing of Agreement

The Village and the Union agree to share the cost of printing the Collective Agreement at its cost.

ARTICLE 30 GENERAL

30.01 Gender Neutral Terms May Apply

Wherever the singular or masculine is used in this Agreement, it shall be considered as if the gender neutral has been used where the context of the party or parties hereto so requires.

ARTICLE 31 TERM OF AGREEMENT

31.01 Binding and in Full Force

This Agreement shall be binding and remain in full force and effect from the first (1st) day of July **2025** to the **thirty-first (31)** day of **December 2030**, except as specified in Schedule "A" and shall continue from year to year thereafter, unless either party exercises its right to commence collective bargaining as provided in the *Labour Relations Code* of British Columbia.

31.02 During Collective Bargaining

If negotiations extend beyond the anniversary date of the Agreement, both parties shall adhere fully to the provisions of this Agreement during the period of bona fide collective bargaining.

31.03 Retroactive Revisions

All revisions to the Collective Agreement mutually agreed upon shall, unless otherwise specified, apply retroactively to the aforesaid anniversary date.

31.04 Wages & Term of Agreement

Wages & Term of Agreement: **5.5**-year term with wage increases on July 1, **2025** of **4%, January 1, 2026 of 2%, January 1, 2027 of 3.5%, January 1, 2028 of 3.25%, January 1, 2029 of 3.25%, and January 1, 2030 of 3.5%.**

SCHEDULE "A"

Wage Grid

	July 1, 2025 (4%)	January 1, 2026 (2%)	January 1, 2027 (3.5%)	January 1, 2028 (3.25%)	January 1, 2029 (3.25%)	January 1, 2030 (3.5%)
Finance Clerk	**$36.02**	**$36.74**	**$38.02**	**$39.26**	**$40.53**	**$41.95**
Adminstrative Assistant II	**$30.17**	**$30.77**	**$31.85**	**$32.89**	**$33.95**	**$35.14**
Administrative Assistant I	**$26.37**	**$26.90**	**$27.84**	**$28.75**	**$29.68**	**$30.72**
Public Works Lead Hand	**$38.58**	**$39.36**	**$40.73**	**$42.06**	**$43.42**	**$44.94**
Public Works Operator	**$34.69**	**$35.39**	**$36.63**	**$37.82**	**$39.05**	**$40.41**
Labourer / Operator	**$33.45**	**$34.12**	**$35.31**	**$36.46**	**$37.64**	**$38.96**
Summer Student	**$26.37**	**$26.90**	**$27.84**	**$28.75**	**$29.68**	**$30.72**
Labourer	**$26.37**	**$26.90**	**$27.84**	**$28.75**	**$29.68**	**$30.72**

IN WITNESS WHEREOF the Corporate Seal of the Village has been hereunto affixed, attested by the hands of its proper Officers in that behalf and has been executed by the duly authorized Officers of the Union the day and year first above written.

Signed this 22nd day of September, **2026**.

SIGNED ON BEHALF OF

The Corporation of The Village of Pouce Coupe

SIGNED ON BEHALF OF THE

Canadian Union of Public Employees Local 2403-03

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cope-491
https://cupe.sharepoint.com/sites/BritishColumbiaRegionalOffice/CUPE Locals/2403-03 The Village of Pouce Coupe/CA & LOUs/2025-2030/Collective Agreement L2403-03 Village of Pouce Coupe 2025-07-01 to 2030-12-31 Final.docx