

COLLECTIVE AGREEMENT

BETWEEN

THE TOWN OF OLIVER



AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO 608**



JANUARY 1, 2020 – DECEMBER 31, 2023

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AGREEMENT BETWEEN:

THE TOWN OF OLIVER,
(hereinafter called the "Employer")

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 608,
Chartered by the Canadian Union of Public Employees and affiliated with the Canadian Labour
Congress – Oliver Sub-Unit
(hereinafter called the "Union")

ARTICLE 1 PREAMBLE

- 1.01** This Agreement is entered into for the purpose of promoting and continuing the good relationship between the Employer and its employees represented by the Union; to secure prompt and equitable disposition of grievances, and to establish conditions of employment, rates of pay and hours of work.
- 1.02** Wherever the singular or the masculine is used in this Agreement, it shall be considered as if the plural or the feminine has been used where the context of the party or parties hereto so require.

ARTICLE 2 RIGHT OF MANAGEMENT

- 2.01** The Union agrees that the management and control of the Employer's business and the direction and control of the Employer's work force are vested exclusively in the Employer, subject only to the limitations imposed upon the Employer by the provisions of this Agreement. The Union further recognizes and agrees that the Employer retains all the customary rights, responsibilities, functions and prerogatives of management, except as expressly modified or restricted by a specific provision of this Agreement.

ARTICLE 3 UNION RECOGNITION AND BARGAINING UNIT

3.01 Bargaining Unit

The Employer recognizes the Union as the sole and exclusive bargaining agent for all of its employees covered by Schedule "A" of this Agreement and hereby consents and agrees to confer and/or negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the Employer and the Union.

3.02 Work of the Bargaining Unit

It is further agreed that, except for incidental or emergent situations or except for employees of a bona fide contractor who are not in the bargaining unit for which the Union is certified, any person whose classification is not covered by the Agreement shall not perform work that is normally done by those employees who are deemed to be within the bargaining unit for which the Union is certified.

3.03 Application

- a) Employees whose jobs are not covered by Schedule "A" of this Agreement are hereby excluded from the terms and conditions of this Agreement.
- b) If, upon application to the Labour Relations Board by either the Union or the Employer, the said Board rules that any person, whose job classification is not included in Schedule "A", is an employee within the meaning of the *Labour Relations Code* and is included in the unit for which the Union is certified, the Employer shall forthwith institute a new classification for such person and all the provisions of Article 28 of this Agreement shall apply thereto.

ARTICLE 4 NO DISCRIMINATION

4.01 There shall be no discrimination, interference, restriction or coercion with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of race, colour, ancestry, place of origin, place of residence, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age, nor by reason of their membership or lawful activity in the Union.

4.02 All personnel have the right to work without harassment. Any complaint alleging harassment, if not resolved under the Employer's policies in respect to workplace harassment, will be dealt with in the Grievance Procedure and will commence at Step 2, as outlined in Article 11.03.

ARTICLE 5 UNION SECURITY

5.01 Maintenance of Membership

Every employee who is now or hereafter becomes a member of the Union shall maintain his membership in the Union as a condition of his employment, and every new employee whose employment commences hereafter shall within thirty (30) days after the commencement of his employment, apply for and maintain his membership in the Union as a condition of his employment.

ARTICLE 6 CHECKOFF OF UNION DUES

6.01 Dues, Assessments and Initiation Fee

As a condition of employment, every employee to whom the terms and conditions of this Agreement apply, whether a member of the Union or not, shall pay to the Union an amount equal to the current monthly union dues, and assessments or initiation fee as established by the Union in accordance with its Constitution and/or Bylaws. The Employer shall deduct such amount from the earnings of each employee and forward such deduction to the Union in the manner provided for in Article 6.02.

6.02 Deductions

Deductions shall be made from the payroll on a bi-weekly basis and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the month following, accompanied by a list of names of all employees from whose wages the deductions have been made. Upon request from the Union, the Employer will supply contact information for all employees from whose wages the foregoing deductions have been made.

ARTICLE 7 EMPLOYER SHALL ACQUAINT NEW EMPLOYEES

7.01 The Employer will ensure the current Agreement is available on the municipal intranet site and a copy posted in each location, with all new employees advised of its availability. Upon request, the Employer will provide an employee with one (1) copy of the Agreement.

7.02 The Employer will inform each new employee of the conditions of employment in Article 5, Union Security and Article 6, Check Off of Union Dues.

ARTICLE 8 CORRESPONDENCE

8.01 Correspondence between the Employer and the Union, arising out of this Agreement or incidental thereto, shall pass to and from the Chief Administrative Officer or person holding an equivalent position and the Unit Chairperson of the Union.

ARTICLE 9 LABOUR MANAGEMENT RELATIONS

9.01 Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers, union stewards and authorized committee members. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

9.02 Labour Management Relations Committee

A Labour-Management Relations Committee shall be appointed and consist of not more than three (3) representatives of the Employer, as appointees of the Employer, and not more than three (3) members of the Union, as appointees of the Union.

9.03 Function of Labour-Management Relations Committee

All matters of mutual concern pertaining to performance of work, operational problems, rate of pay, hours of work, and other working conditions arising during the term of this Agreement, shall be referred to the Labour-Management Relations Committee for discussion and, if possible, settlement by the Committee. Grievances, as defined in Article 11.02 of this Agreement, shall be dealt with under the provisions of Article 11 and 12 and shall not be referred to the Labour-Management Relations Committee.

9.04 Meetings of Committee

In the event the Union or the Employer wishes to call a meeting of the Labour-Management Relations Committee, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than ten (10) calendar days after the request has been given.

9.05 Time Off for Meetings

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

9.06 Employee Representation in Collective Bargaining

The Employer shall grant permission for three (3) employees to take leave of absence while engaged in collective bargaining with the Employer with respect to renewal of this agreement. The Employer shall pay the wages of one (1) of these employees only.

9.07 Representative of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of one (1) representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

9.08 Employer Representation in Collective Bargaining

The Employer shall limit its representation in collective bargaining with the employees to not more than four (4) representatives.

ARTICLE 10 RULES AND REGULATIONS

10.01 Available on Intranet

All rules and regulations made by the Employer for the governance of employees in the bargaining unit shall be forwarded to the Union and shall be made available on the municipal intranet site and a copy posted in each location.

ARTICLE 11 GRIEVANCE PROCEDURE

11.01 Permission to Leave Work

Union Stewards and members of the Grievance Committee shall be permitted time off to handle grievances without loss of pay, provided they have first sought and obtained permission from their immediate supervisor to absent themselves from their regular duties for that purpose, which permission shall not be unreasonably withheld.

11.02 Grievance – Technical Requirements

a) Definition of Grievance

“Grievance” means any difference, disagreement or dispute between the Parties concerning:

- i) the interpretation, application, operation or any alleged violation of any provision of this Agreement, including any question as to whether or not any matter is arbitrable; or
- ii) the discipline or discharge of any employee.

b) Right To Grieve

- i) Any employee who considers himself/herself aggrieved shall have the right to initiate a grievance and to process the grievance under this Agreement, subject to the consent of the Union, in which case the Union shall at all times control carriage of the grievance on behalf of the employee.
- ii) The Union shall have the right to initiate and to process a grievance under this Agreement on behalf of itself, or on behalf of any employee, or on behalf of any group of employees.
- iii) The Employer shall have the right to initiate and to process a grievance under this Agreement with respect to the Union’s conduct.

c) No Slowdown Or Stoppage of Work

All grievances shall be finally and conclusively settled in the manner set out in this Article without slow down or stoppage of work.

11.03

Settling of Grievances

The Union and the Employer agree that grievances are to be dealt with in an expeditious manner by both parties, in accordance with the following steps:

Step 1:

The employee concerned, in person, with his Union Steward in attendance, shall first seek to settle the grievance with the immediate management supervisor within twenty-five (25) days from the date of occurrence of the event that precipitated the grievance.

Step 2:

If a satisfactory agreement is not reached within five (5) days after a grievance is first discussed under Step 1, the grievance shall be submitted in writing to the aggrieved employee's department head, with a copy to the Chief Administrative Officer, or delegate.

Within seven (7) days of receipt of the grievance the aggrieved employee, in person with the Union's Grievance Committee and any necessary witnesses will meet with the Employer's Grievance Committee and any necessary witnesses, in an effort to resolve the grievance.

At the grievance meeting, both parties shall present and hear all of the known evidence and facts related to the dispute. Both parties commit to bringing forward all known evidence and facts of the case and not to withhold any known evidence or facts, in the best interests of resolving the dispute to the benefit of the parties and the grievor.

Should the dispute remain unresolved following this meeting, the parties shall be restricted to using only that evidence and those facts relied upon at the grievance meeting in any subsequent arbitration proceedings. Should either of the parties become aware of any relevant or pertinent evidence or facts related to the dispute following the grievance meeting, the party with the new information shall be obligated to immediately inform the other party of the new information.

Failure to provide all information to the other party without delay, and in any case prior to any arbitration proceeding, shall disqualify that party from relying on such information at any arbitration proceeding related to the dispute.

11.04 If a satisfactory settlement is not reached after the grievance was submitted to the final step of the grievance procedure, the Union shall notify the Employer within thirty (30) days of its intention to proceed to Arbitration and name its nominee to the Arbitration panel for an Arbitrator. In the event that the Union does not notify the Employer that it will proceed to Arbitration within the prescribed time limit of thirty (30) days, the Grievance shall be deemed to be abandoned and all rights to the Grievance Procedure at an end.

If the parties have agreed under Article 12.04 to use a Board of Arbitration instead of a single Arbitrator, the Union shall name its nominee to the Arbitration panel instead of a nominee for Arbitrator.

In the event that the Union or Employer has difficulty selecting a nominee for an Arbitrator within the prescribed time limit of thirty (30) days, a maximum of fifteen (15) additional days will be permitted.

11.05 Policy Grievance

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

11.06 Replies in Writing

Replies to grievances shall be in writing at all stages following Step 1.

11.07 Employee May Discuss Their Own Personal Problem

Nothing in this Article shall be interpreted as preventing an employee from discussing their own personal problem with their immediate supervisor or person holding an equivalent position.

ARTICLE 12 ARBITRATION

12.01 Single Arbitrator

- a) When required, the parties will jointly select a mutually acceptable Arbitrator to deal with matters arising from this Agreement. If they fail to agree on an Arbitrator, then either Party may request that the Director of the Collective Agreement Arbitration Bureau appoint an Arbitrator pursuant to Section 86 of the *Labour Relations Code* of British Columbia.
- b) Upon their selection or appointment, the Arbitrator shall fix a date for hearing the grievance, and shall endeavour to set this date to be not later than fourteen (14) days from the date of the Arbitrator's selection or appointment.
- c) The Arbitrator shall endeavour to deliver its award in writing to each of the parties within twenty (20) days after all the evidence has been submitted. The award of the Arbitrator shall be binding upon the parties, but in no event shall the Arbitrator have the power to alter, modify or amend this Agreement in any respect.

- d) Grievances submitted to an Arbitrator shall be in writing and shall clearly specify the nature of the issue and the remedy being sought.
- e) Each party shall pay half (1/2) the fee and expenses of the Arbitrator and of the stenographic and other expenses of the Arbitrator subject to the provisions of Section 90 of the *Labour Relations Code* of British Columbia.

12.02 Amending of Time Limits

Time limits mentioned in Articles 11 and 12 refer to clear calendar days and may only be extended by written mutual agreement of the parties.

12.03 Witnesses

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee concerned as witness and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

12.04 Board of Arbitration

Notwithstanding the foregoing, the parties may mutually agree to the use of a three (3) member board of arbitration, that will be governed by the provisions of this Agreement. In such an event, each party will select a member of the board and these two (2) members shall jointly select a third (3rd) member. Each party will pay the fees and expenses for the member they select plus half (1/2) the amount of all other fees and expenses. Failing to agree on use of a board of arbitration, the provisions of a single arbitrator will apply.

ARTICLE 13 DISCHARGE, SUSPENSION AND DISCIPLINE

13.01 Warnings

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 written particulars of such censure to the employee involved, with copy thereof to the Unit Chairperson of the Union.

13.02 Procedure Upon Discharge or Suspension

Discharge or suspension of an employee shall be for just and reasonable cause.

13.03 Just and reasonable cause shall not include the refusal of an employee to cross a picket line maintained at the premises of the Employer by other employees of the Employer who are engaged in a legal strike.

13.04 When an employee is discharged or suspended, they shall be given reason therefore in writing, not later than the third (3rd) working day following discharge or suspension.

13.05 A claim by an employee that they have been discharged or suspended for other than just and reasonable cause shall be treated as a special grievance and may be submitted directly under Step 2 of Article 11.03.

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

13.07 The Employer agrees that all employees will have access to their personnel file and may review same in the presence of the Chief Administrative Officer, or delegate. To obtain access to their personnel file, the said employee will forward the appropriate request in writing to the Chief Administrative Officer or delegate, who will deal with the said request within a reasonable time. Any employee may respond in writing to any report on their personnel file and such response will become part of the file.

13.08 Purging of Letters of Discipline

A written letter of discipline placed in an employee's personnel file may be removed two (2) years after the date of issue, upon request by the employee, providing that in the interim there has been no other discipline, subject to the retained discretion of the Employer to decline the request for removal.

ARTICLE 14 SENIORITY

14.01 Definitions

For the purpose of this agreement, the following definitions shall apply:

"seniority" means the total length of service in the bargaining unit, measured in years, days or hours, as appropriate, and except as provided in Article 14.03 and Article 14.06, shall operate on a bargaining unit wide basis.

"canal worker" means an employee who is hired to provide work and services restricted to the irrigation canal right of way.

"employee" means a person in the bargaining unit who is employed by the Employer for remuneration.

"full time employee" means an employee who has completed the probationary period and who is normally working forty (40) hours per week in an outside position or thirty-five (35) hours per week in an inside position.

"part time employee" means an employee who is regularly scheduled to work less than forty (40) hours in an outside position or less than thirty-five (35) hours per week in an inside position on a regular or ongoing basis.

"probationary employee" means an employee who has not completed their probationary period.

“relief employee” means an employee who is employed on a full or part time basis, for a specified time to fill a position which is available because of extra work load or because of the absence of an employee due to illness, accident, vacation, or approved leave of absence.

14.02

Probationary Employees

- a) New employees shall be considered probationary until they have completed the following amounts of continuously scheduled work:
 - full time employees: four (4) months
 - part time and relief employees, inside staff: six hundred seven (607) hours within a twenty-four (24) month period
 - part time and relief employees, outside crew: six hundred ninety-three (693) hours within a twenty-four (24) month period
- b) Notwithstanding the above, where the Employer feels there is a need for further evaluation, the above periods may be extended by two (2) months, three hundred three (303) hours or three hundred forty-seven (347) hours respectively.
- c) Whenever the Employer decides to extend the probation period for an employee as provided in (b) above, the Employer will provide the Union with the reasons for such an extension, but in all cases the decision to extend probation is the Employer’s alone and no consent is required from the Union for such an extension.
- d) Notwithstanding any other provision of this Agreement to the contrary, the Union specifically agrees with the Employer that probationary employees shall not be entitled to any of the health and/or welfare benefits referred to in either Article 24 [Health Provisions] and/or Article 30 [Health and Welfare Coverage] until commencement of the first (1st) full calendar month after which each employee has successfully completed their probation period as prescribed in this Article 14.02. For greater clarity and certainty, in the event of any conflict between the provisions of this Article 14.02(d) and any other provisions of this agreement, the provisions of this Article 14.02(d) shall take precedence and shall prevail.

14.03

Seniority Lists

The Employer shall prepare and keep up to date seniority lists of all employees and a copy of all updates shall be posted on the bulletin boards. Separate seniority lists shall be maintained for the following groups of employees:

- a) Regular full time and part time employees; and
- b) Relief full time and part time employees.

Seniority on one (1) of the seniority lists is neither transferable nor applicable for seniority purposes, to the other seniority list except when a RELIEF employee completes the probation period in a regular position, their seniority from the RELIEF list will be added to the employee’s accumulated seniority and appear on the REGULAR list.

14.04

Accumulation of Seniority

Full time employees shall earn seniority on an elapsed time basis while they are employed and members of the bargaining unit. Part time and relief employees shall earn seniority on the basis of actual hours at work. For the purposes of comparison or conversion, one (1) year of seniority for inside staff shall be equivalent to one thousand eight hundred twenty (1,820) hours, and one (1) year of seniority for outside crew members shall be equivalent to two thousand eighty (2,080) hours.

Full time and permanent part-time employees who are on a leave of absence shall continue to accrue seniority for one (1) month from commencement of leave, after which seniority shall be frozen.

Full time and permanent part-time employees who are on a maternity or parental leave shall continue to accrue seniority for up to fifty-two (52) weeks of either such leave after which seniority shall be frozen.

Full time and permanent part-time employees who are on layoff or WCB shall continue to accrue seniority during such absence.

Full time employees who are in receipt of LTD benefits shall continue to accrue seniority for two point five (2.5) years from the commencement of disability after which their seniority shall be frozen.

14.05

Limitations on Seniority

- a) Except as provided in Subsection (b) and (c), an employee shall not lose their seniority if they are absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer.
- b) When an employee is absent due to illness or accident:
 - i) They shall cease to earn additional seniority after thirty (30) months.
 - ii) They shall lose their right to bump other employees after thirty-six (36) months, but will be considered to fill vacant positions which may be available and which they are capable and qualified to fill; and
 - iii) They shall lose their seniority following forty-eight (48) months.
- c) An employee shall lose their seniority in the event:
 - i) They are discharged for proper cause;
 - ii) They resign;
 - iii) They are absent from work in excess of five (5) working days without approval, unless it was not reasonably possible to contact the Employer to request such approval;
 - iv) They fail to return to work following a layoff, within the period prescribed in Article 16.05, unless unable to do so because of sickness, or other cause acceptable to the Employer;
 - v) They are laid off for a period longer than one (1) year.

- d) When an employee loses their seniority, their right to continued employment and/or to re-employment shall cease. In the event of re-employment, such person shall start as a new employee and their right to seniority and other benefits based upon their length of service with the employer shall be calculated from the date of re-employment.

14.06 Inside and Outside Staff Division for Layoff and Recall

Seniority shall prevail on the basis of Inside and Outside Staff division for the purpose of layoff and/or recall.

14.07 Retention of Seniority on Transfer Out of the Bargaining Unit

Employees promoted or transferred to a supervisory or other position outside the bargaining unit shall not accumulate any additional seniority credits while working outside the bargaining unit. If subsequently demoted or transferred to a job in the bargaining unit, their accumulated seniority from prior to leaving the bargaining unit shall be reinstated.

14.08 Grant Workers

All "Grant Workers" will be considered "employees" insofar as the Employer is concerned. The rate of pay and benefits will be negotiated between the Employer and the Union.

ARTICLE 15 PROMOTIONS AND TRANSFERS

15.01 Seniority to Apply

Promotions, demotions and transfers shall be made on the basis of seniority, provided the employee concerned possesses the necessary qualifications, skill, knowledge and ability to efficiently fulfil the job requirements.

15.02 Job Posting

If a job vacancy occurs, or a new position is created which comes within the scope of this Agreement, notice of such vacancy or new position shall be posted in a manner which gives all employees in all departments covered by this Agreement adequate access to the information contained in such notice. Such notice shall contain the following information: Nature of position, required knowledge and education, ability and skills, shift, wage and salary rate or range. Copy of the notice shall also be sent to the unit Chairperson of the Union.

15.03 Such vacancy or new position shall not be permanently filled until one (1) week has elapsed after the posting of such notice.

Transfers of successful applicants will be made as soon as possible.

15.04 Filling of Vacancies on a Temporary Basis

Notwithstanding any other provisions of this Agreement; whenever a new or vacant position(s) requires immediate filling, the Employer will select an employee(s) taking seniority, qualifications and employee preference to such opening(s) into account. The Employer agrees such filling of position(s) shall be deemed to be "pending posting" and said position shall be posted within thirty (30) days.

15.05 Trial Period

When a full time or part time vacancy is filled on a permanent basis by an employee who has completed their probation period per Clause 14.02, the employee shall be on a trial period in the new position for a period of three (3) months for a full time position or four hundred fifty-five (455) hours for a part time inside position, or five hundred twenty (520) hours for a part time outside position.

If the employee filling the new position has proven their service to be satisfactory to the Employer, the employee shall be confirmed in the new position. If the service is deemed not satisfactory, or if the employee is unable or unwilling to continue to perform the duties of the new classification, the Employer may extend the trial period a further one (1) month for full time position, or one hundred fifty-two (152) hours for a part time inside position, or one hundred seventy-three (173) hours for a part time outside position, or may return the employee to their former position.

In the event an employee does not successfully complete their trial period and is returned to their former position, the Employer may repost the vacancy or may appoint another employee from the original list of applications.

15.06 Accommodation

As a result of an employee being partially disabled through illness or accident, the Employer will endeavour to place the injured employee into a regular job that is available, provided the employee can perform the work.

15.07 If any employee indicates to their management supervisor in writing, prior to going on vacation or leave of absence, their intent to apply for an anticipated job posting, they would be considered for such opening.

15.08 Job Training

- a) Where operational requirements present a need and opportunity for on the job training and where it is economical and efficient to undertake such training, the Employer will post such opportunity in a manner to inform employees in the bargaining unit.
- b) Where training is provided, employees eligible for training must be currently working in the occupational group within which training is available.

- c) Where a training opportunity becomes available and more than one (1) employee indicates an interest in acquiring that training, the Employer will assess qualifications, skills, ability, knowledge and previously demonstrated initiative to acquire training, relative to the classification being trained for; and where all else is equal, seniority would prevail.
- d) Training is provided as a means whereby employees can improve their qualifications in the event of a vacancy arising, in the future. Training of employees should not be utilized to circumvent the seniority or promotion provisions of this Agreement.
- e) The above process also applies to employees being displaced by the contracting out of their jobs.

ARTICLE 16 LAYOFFS AND RECALLS

16.01 Layoffs

- a) The Employer shall notify employees with seniority rights who are to be laid off, five (5) working days before layoff is to be effective. The provisions of this clause shall not apply because of a temporary suspension of work due to inclement weather or emergency conditions beyond the control of the Employer.
- b) In the event that work becomes available, before the actual lay-off of an employee occurs and following a notice of layoff having been provided to an employee, the Employer may extend the original layoff notice on a day-to-day basis with the mutual agreement of the Union and the Employer.
- c) Notwithstanding the foregoing provision for an extension of the layoff period, such extension(s) must not exceed an additional five (5) working days. Should the extended layoff period exceed five (5) working days, the Employer shall be required to issue a new [second (2nd)] notice of layoff as per (a) above.

16.02 In the event of layoff, probationary employees shall be laid off first (1st), and thereafter employees shall be laid off in reverse order of seniority, provided that there are available employees with seniority who are qualified and willing to do the work of employees laid off.

16.03 It shall be the responsibility of a laid off employee to keep the Employer informed of their current contact information by which they may be contacted.

16.04 Recall

In the case of employees who have completed the probationary period and are laid off due to lack of work, such employees shall be entitled to recall for employment in order of seniority, provided they are qualified to do the work available.

- 16.05** Such employees shall return to work within five (5) working days (or such longer period as may be mutually agreed upon) after recall notice has been received.
- 16.06** When emergent or short term work of less than five (5) working days occurs, the Employer may recall employees out of order of seniority and the provisions of Article 16.05 shall not apply.
- 16.07** **Demotions When Work Force is to be Reduced**
Should it become necessary to reduce the work force, the Employer will determine the required positions. Employees affected who subsequently will not retain their former position may be demoted to a lower classification. If the employee so requests, they shall be entitled to take a layoff instead of the demotion.
- 16.08** For the purpose of layoff, recall, vacation selection or promotion selection, if the total accumulated seniority of two or more employees is identical, the determination of seniority shall be made by examining the start date of the employees, and if still tied, then the application date of the employees, if known, or if unknown or still tied, then by the drawing of lots.
- 16.09** If any employee with call-back rights is on layoff, the Employer will not hire any new relief employees, whether or not they are students or grant workers, without first evaluating if the laid off employee possesses the necessary training, experience and other qualifications to perform the duties of the proposed relief position. If the laid off employee is qualified to perform the duties of the proposed position, they will first be offered the position, at the posted pay rate for that position.

ARTICLE 17 HOURS OF WORK

17.01 Normal Work Day and Normal Work Week

Except for those employees referred to in Schedule "B" of this Agreement, the normal work day and the normal work week shall be:

- a) Office Employees
The normal work day (day shift) shall consist of a scheduled period of seven (7) hours of work between the hours of 7:00 a.m. and 5:00 p.m. The normal work week shall consist of five (5) such days, Monday to Friday inclusive.
- b) Outside Employees
The normal work day (day shift) shall consist of a scheduled period of eight (8) hours of work between the hours of 6:00 a.m. and 5:00 p.m. The normal work week shall consist of five (5) such days, Monday to Friday inclusive.
- c) For student labourers and relief employees, the normal work week may include Saturdays and Sundays.
- d) Notwithstanding the provisions of (a), (b) and (c) above, the Employer and the Union may vary start-quit times.

17.02 Exceptions to Normal Work Day, Work Week and Other Conditions of Employment

In order to carry on the services of the Employer, it is recognized that certain exceptions to the normal work day and the normal work week, as defined in Article 17.01, are necessary. Such exceptions, the hours and days of work, and any other special conditions of employment applicable to the employees referred to therein, shall be as set out in Schedule "B" of this Agreement.

17.03 No Split Shifts

- a) No seven (7) hour work day for office employees shall be spread over a period longer than eight (8) hours, including not more than one (1) hour off for lunch.
- b) No eight (8) hour work day for employees other than office employees shall be spread over a period longer than nine (9) hours, including not more than one (1) hour off for lunch.

17.04 Rest Periods

Employees shall be permitted a paid fifteen (15) minute rest period in the first (1st) half of the work day and a second (2nd) such rest period in the second (2nd) half of the work day.

17.05 Christmas Closure

Where the Employer determines to close operations between Christmas and New Years, employees who do not normally have the opportunity to bank time will be permitted to work additional time at times approved by the Employer in advance of the closure to accumulate the paid time necessary to cover the period of closure.

ARTICLE 18 OVERTIME

18.01 All time worked outside the scheduled hours constituting an employee's normal work day or their normal work week shall be considered overtime and shall be paid for as follows:

- a) On an employee's normal work day, time and one-half (1½x) for the first two (2) hours and double (2x) time thereafter.
- b) On an employee's day of rest, double (2x) time.

18.02 All overtime must be authorized by the appropriate Department Head; otherwise an employee shall not receive overtime pay for any overtime worked.

ARTICLE 19 REPORTING FOR WORK

19.01 An employee, whether full time, part time or relief, who reports for work on a scheduled shift or responds to a call for a special shift, shall be paid their regular rate of pay for all hours worked, with a minimum of two (2) hours pay if they do not commence work or a minimum of four (4) hours pay if they do commence work.

ARTICLE 20 CALL-OUTS

20.01 Subject to the provisions of Articles 20.02 and 20.03, an employee who is called back to work after they have completed their normal day's work and has left the Employer's premises, or who is called in to work before their regular starting time, or who was previously instructed to report to work before their regular starting time, shall be paid double (2x) time for all hours worked outside their normal working hours. Such employee shall be guaranteed a minimum of two (2) hours' work or two (2) hours' pay at the double (2x) time rate. This guarantee shall not apply when a call-out extends into an employee's normal working hours.

20.02 An employee who, before the end of their normal day's work, is instructed to return to work within two (2) hours following the end of their normal day's work, shall not be considered to be on a call-out; however, the hours worked following the end of the employee's normal day's work under the provisions of this section shall be paid at the double (2x) time rate.

20.03 An employee who, before the end of their normal day's work, is instructed to next report for work not more than two (2) hours before the regular starting time of their normal work day, shall not be considered to be on a call-out; however, the hours worked before the regular starting time of the employee's normal work day under the provisions of this section shall be paid at the double (2x) time rate.

20.04 Multiple Call Outs

Notwithstanding Article 20.01, multiple call outs prior to 10:00 pm or after 6:00 am shall be paid as follows:

- a) Where an employee is called out within one hundred and twenty (120) minutes of having been earlier called out, the second (2nd) call out shall be considered an extension of the first (1st) call out and the two (2) hours pay guarantee shall not apply in those circumstances. However, the employee involved shall be compensated at double (2x) time for all consecutive hours, commencing at the time of the first (1st) call out until their return home following the subsequent call out.
- b) Should the employee be called out again following this second (2nd) call out, the call out shall constitute a call out in and of itself regardless of when it may be received.

ARTICLE 21 SHIFT PREMIUM

21.01 A premium shift is defined as any shift that commences or ends between the hours of 6:00 p.m. in one (1) day and 6:00 a.m. the following day.

21.02 An employee shall receive a premium of One Dollar (\$1.00) per hour for all scheduled hours worked on a premium shift.

ARTICLE 22 STATUTORY HOLIDAYS

22.01 The Employer will observe the following as paid statutory holidays:

| | | |
|----------------|----------------------|------------------|
| New Year's Day | Victoria Day | Thanksgiving Day |
| Family Day | Canada Day | Remembrance Day |
| Good Friday | British Columbia Day | Christmas Day |
| Easter Monday | Labour Day | Boxing Day |

And any other day declared or proclaimed a statutory or public holiday by the Employer or by the Province of British Columbia or the Government of Canada.

22.02 If by law, declaration or proclamation another day is substituted for the observance of a statutory holiday listed in Article 22.01, the day of observance shall be considered as the holiday insofar as payment for the listed statutory holiday is concerned.

22.03 When Holiday Falls on Non-Working Day

If a statutory or public holiday falls on a non-working day, the Employer may declare that the working day immediately preceding the holiday or the working day immediately following the holiday shall be observed in lieu of the said holiday.

22.04 Subject to the provisions of Article 22.07, should a statutory or public holiday be observed on a day that is a non-working day for an employee, such employee shall be given a holiday with pay at some other time not later than their next annual vacation, or the termination of their employment, whichever first occurs.

22.05 Payment for Statutory Holidays

Subject to the provision of Article 22.07, employees to whom Article 22.04 does not apply shall receive holiday pay at their regular rates of pay for each of the statutory or public holidays mentioned in Article. 22.01.

22.06 If an employee is required to work on a statutory or public holiday they shall, in addition to their holiday pay, be paid at double (2x) their regular or equivalent hourly rate for all hours worked by them.

22.07 No employee shall receive holiday pay for a statutory or public holiday unless they have been continuously employed for a period of thirty (30) calendar days immediately preceding the holiday. A layoff not exceeding five (5) calendar days shall not be deemed to be a break in service for the purpose of this section.

22.08 Holiday Occurring During Annual Vacation

Should a statutory or public holiday occur during an employee's annual vacation period, the employee shall be given an extra day's vacation with pay in lieu of payment of such holiday.

22.09 No employee is entitled to statutory holiday pay for any such holiday which occurs while the employee is on layoff, except in those situations contemplated by the provisions of Article. 22.07.

ARTICLE 23 ANNUAL VACATIONS

23.01 Definition of Vacation Year

The term "vacation year", as used in this Agreement, shall mean the twelve (12) month period running from January 1st to December 31st of the previous calendar year.

23.02 Vacation Entitlement

Employees shall be entitled to annual vacations in accordance with the following schedule:

| | |
|---|--|
| First (1 st) year of service ** | one point two five (1.25) days per complete month of service |
| Second (2 nd) through ninth (9 th) years | three (3) calendar weeks |
| Tenth (10 th) through seventeenth (17 th) years | four (4) calendar weeks |
| Eighteenth (18 th) through twenty-first (21 st) years | five (5) calendar weeks |
| Twenty-second (22 nd) year and beyond | six (6) calendar weeks |

** For the purpose of calculating years of service for vacation entitlement, the period from start of employment to December 31st in the same year shall be deemed to be one (1) complete year of service.

23.03 Employees on Layoff or Terminated

The provision of Article 23.02 shall not apply to employees on layoff or upon termination. Instead, vacation shall be paid as a percentage of total earnings during the current calendar year at the time of layoff or termination as follows:

| | |
|---|----------------------|
| First (1 st) through ninth (9 th) year of service | six percent (6%) |
| Tenth (10 th) through seventeenth (17 th) year of service | eight percent (8%) |
| Eighteenth (18 th) through twenty-first (21 st) year of service | ten percent (10%) |
| Twenty-second (22 nd) year of service and beyond | twelve percent (12%) |

23.04 Employees on Long Term Disability

Employees while on Long Term Disability will not accrue vacation entitlement.

23.05 Employees on Probation

Relief and permanent part-time employees, during their probation period, shall be paid six percent (6%) vacation pay, until the earlier of termination or completion of probation.

23.06 Scheduling of Vacations

Vacations shall be granted at such time as is mutually agreed upon by the employee and the Employer. Preference in choice of vacation period shall be accorded the employee with the greatest seniority. An employee who has not taken or scheduled all their annual vacation entitlement by September 30th shall meet with the Employer to make arrangements to take the vacation by the end of the calendar year.

ARTICLE 24 HEALTH PROVISIONS

24.01 Health Leave Bank

The Employer shall establish a Health Leave Bank for every permanent employee after that employee passes their probation.

24.02 Upon passing probation, each new employee shall be given a one (1) day credit in their Health Leave Bank.

24.03 For the purpose of this Article "one (1) day credit" means:

- a) Eight (8) hours for outside employees; and
- b) Seven (7) hours for inside employees.

24.04 Two third's (2/3) day credit shall be added to each employee's Health Leave bank for each calendar month the employee is on active payroll. Such credit shall be pro-rated on actual hours worked for part time employees. For simplicity, credits will be accounted for on a quarterly basis.

For the purpose of this Article, active payroll means:

- a) regular paid time at work, excluding standby, call-outs and overtime
- b) paid time off for statutory holidays
- c) paid time off for annual vacation; and
- d) time off paid from an employee's Health Leave Bank.

24.05 All of the following absences will be deducted from an employee's Health Leave Bank on a straight time basis:

- a) health care appointments
- b) illness or accident (during waiting period prior to receipt of weekly indemnity benefits)
- c) care of family members other than maternity/parental leave.

24.06 Despite the above, employees will schedule medical appointments outside work hours to minimize disruption of their workday.

24.07 An employee may accumulate credits in their Health Leave Bank to a maximum of twelve (12) days. January 1st of each year, employees' Health Leave Bank will be front loaded with four (4) days for use in that year.

24.08 An employee may, subject to schedules and approval from their supervisor, use any credits in their Health Leave Bank for additional time off with pay.

24.09 Wage Indemnity Insurance Plan

After passing probation, each permanent employee must participate in a wage indemnity insurance plan, which shall provide coverage for twenty-six (26) weeks of absence due to accident or illness, following a prescribed waiting period.

24.10 All premiums for the wage indemnity insurance plan shall be paid one hundred percent (100%) by the employee. The Employer shall administer the plan on behalf of the employees and collect premiums through payroll deduction. Such plan shall provide for sixty-seven (67%) percent of employees' regular wages when accessed. The Union may request the Employer to change the terms of this benefit and/or the insurance carrier, so long as the premiums continue to be paid by the employees.

24.11 All benefits paid by the wage indemnity insurance plan shall be paid directly to the employee, with no wage top-up by the Employer.

24.12 While employees are waiting for acceptance of their wage indemnity claim, the Employer will provide them a bi-weekly pay advance equal to their anticipated wage indemnity benefits for up to four (4) weeks per claim, provided however, that such pay advance must be repaid by the employee following a decision on the claim by the wage indemnity insurance carrier.

24.13 Subject to approval of the Superannuation Plan, if an employee chooses to purchase service time lost while on wage indemnity during the five (5) year period immediately prior to normal retirement age, the Employer will pay its share of the contribution to purchase up to a maximum of twenty-six (26) weeks service.

24.14 While an employee is receiving wage indemnity benefits, the Employer shall continue to pay all normally applicable premiums for the following benefit plans for up to twenty-six (26) weeks:

- a) BC Medical Services Plan
- b) Extended Medical Insurance
- c) Dental Insurance
- d) Life insurance premiums
- e) Accidental death and dismemberment premiums

24.15 WCB Benefits

Where disability benefits are payable under the *Workers Compensation Act* for an injury sustained while performing work under this collective agreement, the employee shall receive these benefits directly from WCB. If these benefits are less than the employee's regular take-home wages following deductions, the employee shall have their benefits augmented by the Employer so as to provide the employee with one hundred percent (100%) of their regular take-home wages following deductions. Such earnings will be subject to normal benefit and statutory deductions. This benefit shall be payable to a maximum of twenty-six (26) weeks.

24.16 Long Term Disability

The Employer will administer a long term benefit plan on behalf of the employees who have passed probation, which will provide two thirds (2/3) of the employees' regular gross earnings, to a maximum of three thousand (\$3,000) dollars per month. Benefits under the plan will commence following expiry of short term disability benefits or six (6) months, whichever is later, and will continue until the employee reaches sixty-five (65) years of age, dies or recovers and returns to work, whichever occurs first.

The premiums for this insurance plan will be paid one hundred percent (100%) by the employees through payroll deduction. Eligibility and premium payments begin following the employee passing probation. Participation by all full time employees is mandatory. The Union may request the Employer to change the terms of this benefit and/or the insurance carrier, so long as premiums continue to be paid by the employee.

All benefit premium payments made by the Employer under this agreement will only be paid up to the expiry of short-term disability benefits, and will not be paid while an employee is on long-term disability.

24.17 Limitation of Liability

The Union agrees that the obligation of the Employer under this Article is restricted to the payment of applicable premiums to the insurance carrier(s). Neither the benefits, nor the insurance policies governing the application of the benefits, form part of this Agreement. The Union agrees that all benefits referred to in this Article are subject to the conditions of eligibility and any other limitations expressed in the insurance carrier's policy, and that the Employer has no responsibility for the administration of any insurance policy, except as provided in Article 24.10 and Article 24.16. The foregoing provisions of this Article 24.17 apply equally with respect to BC Medical Services Plan coverage under this Agreement. This Article does not limit the Employer's liability for failing to remit premiums or failing to otherwise comply with the provisions of Article 24.

ARTICLE 25 LEAVE OF ABSENCE

25.01 Leave of Absence Without Pay

The Employer shall grant leave of absence without pay and without loss of seniority to an employee requesting such leave for good and sufficient reason, provided the employee's request is in writing, and that the granting of such leave shall be subject to the Employer's approval.

25.02 Leave for Union and Other Purposes

An employee who is elected to a full time position with the Canadian Union of Public Employees or any trade-union body with which the Union is affiliated, or who is elected to public office, shall, if they so request in writing, be granted leave of absence without pay and without loss of seniority for a period not exceeding one (1) year. Such leave may be renewed by mutual agreement between the parties.

25.03

In addition to the leaves allowed under Article 25.02, at the request of the Union, and by mutual agreement between the parties, leave of absence without pay will be granted to employees to attend conventions or other bona-fide meetings of the Canadian Union of Public Employees or other trade-union body with which the Union is affiliated.

25.04

Bereavement Leave

- a) An employee shall be granted leave with pay, to a maximum of three (3) days, in the event of a death in the employee's family. Family shall include: spouse, son, daughter, father, mother, brother, sister, grandfather, grandmother, father-in-law, mother-in-law, step child, grandchild, step parent, fiancée, son-in-law, daughter-in-law, sister-in-law, and brother-in-law, spouse/partner's grandfather and grandmother, foster children and foster parents and other persons subject to the approval of the Employer.
- b) A maximum of two (2) additional days leave without loss of pay or benefits will be granted in the event of the death of an employee's spouse, parent, step-parent, son or daughter, step-child or foster child, grandchild and fiancée.
- c) One-half (1/2) day shall be granted without loss of pay to attend the funeral of a close friend, a relative not listed above or to serve as a pallbearer.
- d) Additional leave of absence with pay for travel may be granted by the Chief Administrative Officer.

25.05

Maternity/Parental Leave

The parties agree that Maternity and Parental Leaves are governed by Sections 50 and 51 of the *Employment Standards Act of British Columbia (Act)* as reproduced in Appendix "A" and shall be administered accordingly and are subject to the conditions of Sections 54 Duties of Employer and 56 Employment deemed continuous while employee on leave or jury duty of the Act.

a) Employer May Require Employee to Take Leave

The Employer may require an employee to commence a leave of absence under 25.05 where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a medical practitioner stating that she is able to perform her duties.

b) Prohibition

The burden of proving that:

- the termination of an employee, or
- a change in a condition of employment of the employee without the employee's written consent

is not because of an absence authorized by Article 25.05 or because of an employee's pregnancy, is on the Employer.

- c) All disputes under Article 25.05 will be subject to the normal Grievance Procedure.

25.06 Jury Duty or Court Witness

A regular full time or regular part time employee required to serve as a juror or obey a subpoena as a court witness shall be granted leave with pay to fulfill such obligation. The employee shall provide proof of such required service and shall pay to the Employer any fees received for such service.

ARTICLE 26 WAGES, SALARIES AND APPLICABLE PROVISIONS

26.01 Wage and Salary Rates

Wage and salary rates shall be as set out in Schedule "A" of this Agreement. These shall be considered minimum rates for each of the classifications listed in the said Schedule "A".

26.02 Salary Ranges

Where a graduated salary range is provided in Schedule "A", the lowest figure will be the starting rate and the maximum rate will be reached in accordance with the time schedule set out for each classification; provided, however, that the Employer may start an employee in any yearly increment of the salary range for the classification, according to the employee's experience and ability. The Employer may make increases to salaries, as it deems necessary, without affecting the basic rates of a classification, but in such case shall notify the Union of the increase.

26.03 Promotions, and Temporary Assignments

- a) Subject to the provisions of subsection (b), in the event an employee is promoted or temporarily assigned to a higher rated classification, they shall receive the higher rate of pay.
- b) In the event a salaried employee is promoted or temporarily assigned to a higher rated classification, where a graduated salary range is provided, they shall be paid at least that rate in the salary range for the classification to which they are promoted or temporarily assigned which is next higher than their present rate.
- c) In the event an employee is temporarily assigned to a lower rated classification, they shall continue to receive their regular rate of pay.
- d) In the event an employee is demoted to a lower rated classification, they shall receive the lower rate of pay.

26.04 More Favourable Rate

In the event any present employee enjoys a more favourable rate than specified in Schedule "A", such employee shall suffer no reduction in such rate because of the signing of this Agreement.

26.05

Dirty Work

a) When employed on dirty work, an employee shall be entitled to the premium set out in subsection (b).

b) "Dirty Work" shall mean:

i) Street sweeper with open cab 50¢ /hour

ii) Waterworks and Sewer Department 50¢ /hour

(when working in ditches or manholes where muddy conditions or sewage is present)

iii) Road patching and crack sealing employees 50¢ /hour

iv) Pressure washing irrigation canal 50¢ /hour

v) Tarring irrigation canal 50¢ /hour

vi) Cemetery Employees 50¢ /hour

(When these employees are required to re-enter an exhumed body, they shall be paid a premium of seventy-five (\$75) dollars per employee for such work to a maximum of two (2) employees and when employees are required to exhume cremains in broken or decomposed containers, they shall be paid a premium of thirty (\$30) dollars per employee for such work up to a maximum of two (2) employees).

Such work is voluntary and no employee shall be forced to provide such services; however, if no employee is willing to provide such service, the Employer may then go outside the Bargaining Unit and hire a contractor.

vii) Any other work where, in the opinion of the Employer, a premium for dirty work should be paid fifty (50¢) cents /hour.

c) When dirty work is intermittent, payment of the premium shall be at the discretion of the Supervisor on the job, who will also determine the number of hours for which the premium shall be paid.

d) Utility Operator 3 Pay Grade 38 includes pay for dirty work.

26.06

No Pyramiding

There shall be no pyramiding of overtime and premium rates of compensation. When two (2) or more types of overtime and/or premium (excluding the premium for dirty work) apply to the same hours of work only the higher rate shall be paid.

26.07

The Employer shall provide employees with gloves and coveralls when working on garbage pick-up and with rubber boots, rubber gloves, and rain gear, when working in contact with sewage. The Employer shall provide coveralls and gloves as determined necessary by the Employer, including uniform coveralls where desired for public relations or public recognition purposes.

26.08

Relief Employees Payment in Lieu of Fringe Benefits

Relief employees shall not be entitled to benefits otherwise provided to full time employees by the following Articles of this Agreement:

- 23 (annual vacations)
- 24 (health leave benefits)
- 25.04 (bereavement leave)
- 25.06 (pay for court duty)
- 30 (health and welfare coverage)

In lieu of the above benefits, relief employees who have earned seniority and call-back rights will be entitled to a payment of fourteen percent (14%) on top of their regular wages following successful completion of their initial probationary period. Each relief employee shall have the option to bank some or all of this payment in lieu to be used subsequently for taking approved time off work on a paid basis by withdrawal of sufficient banked money to pay for all of the approved time off work.

Eligibility for statutory holiday payments shall be based on timing language contained in the *Employment Standards Act*, however the list of eligible statutory holidays shall include the days listed in Article 22.01.

The payments from the Employer in respect of each relief employee for statutory holidays in the preceding paragraph and under Article 29.02 shall be in addition to and shall not reduce the fourteen percent (14%) in lieu of fringe benefits payable by the Employer to a relief employee under Article 26.08.

26.09

Permanent Part-Time Employee Benefits

For permanent part time employees, following successful completion of applicable probation and waiting periods, the Employer shall provide the following benefits on a pro-rata basis calculated on the hours worked as a percentage of the normal full-time workweek:

- 22 (statutory holidays)
- 23 (annual vacation)
- 24 (health leave benefits)
- 25.04 (bereavement leave)
- 25.06 (pay for court duty)
- 30.01 (group life and accidental death and dismemberment)
- 30.02 (medical services plan)
- 30.03 (extended health benefit)
- 30.04 (dental plan)

For coverage by outside carriers, the Employer's liability shall be limited to paying premiums only and coverage is subject to restrictions that may be imposed by the carriers. (For clarity, employees must work a minimum of twenty (20) hours per week to qualify for benefits under Articles 30.01, 30.03 and 30.04). Where an employee is eligible to receive benefits from outside carriers, participation in such plans is mandatory, and the employee's portion of premiums shall be collected by payroll deduction. Where an employee is not eligible to receive some of the benefits listed in this Article, the employee may opt to forego all listed benefits and receive pay in lieu, in the same manner as relief employees under section 26.08.

26.10 Safety Footwear Allowance

Full-time and part-time employees who are on the "Regular Seniority List" (see Article 14.03) and who are required by the Employer to wear C.S.A. approved safety footwear in the performance of their duties shall be entitled to a "boot allowance" of up to one hundred and fifty (\$150.00) dollars in each calendar year upon submitting appropriate receipt of purchase to the Employer.

ARTICLE 27 STANDBY (ON-CALL)

27.01 An employee who is required to be on call at a time or times other than their regular working hours, shall be paid a premium for each day they are standing by or on call, as follows:

- a) Two (2) hours' pay at their regular rate of pay for each normal work day on which the employee was on call and also worked their regular eight (8) hour shift.
- b) Two (2) hours' pay at their regular rate of pay for each day of rest or statutory holiday on which the employee was on call.
- c) One (1) hour at the double time (2x) rate to carry out nightly snow checks well on standby.

27.02 The provisions of Article 20 (Call-Outs) shall not apply to an employee who is on standby and who is called out for work. Such employee shall, however, be paid for all time worked outside the scheduled hours constituting his normal work day at the applicable overtime rate, with a minimum guarantee of two (2) hours' work or two (2) hours' pay. This guarantee shall not apply when the call-out extends into the employee's normal working hours.

ARTICLE 28 NEW OR CHANGED CLASSIFICATIONS

28.01 New Classifications

The Employer may institute new classifications in addition to those listed in Schedule "A". Should any such new classification be instituted, the Employer shall establish the rate for same and shall submit the classification and rate to the Union in writing, and in addition, shall post the classifications and rate in the manner required by Article 15.02. Within thirty (30) calendar days of such submission and posting, the Union may, if it deems necessary, request to meet with the Employer to review the classification and rate and if mutual agreement cannot be reached, the difference may be referred to arbitration under the provisions of Article 12. Any change in rate resulting from discussion between the Employer and the Union, or following a reference to arbitration, shall be retroactive to the date the new classification was instituted by the Employer. The jurisdiction of an arbitrator acting under this Clause 28.01 shall be confined to deciding the wage rate for the new classification for which purpose the arbitrator shall have the authority to add to the terms and conditions of Schedule "A" of this Agreement in order to implement their decision.

28.02 Changed Classification

If the Union claims that the duties of an existing classification have been changed to an extent sufficient to alter the classification and/or rate, the Union may request to meet with the Employer to review the classification and/or rate. If within thirty (30) calendar days of the submission of such request, which shall be in writing, mutual agreement cannot be reached, the difference may be referred to arbitration under the provisions of Article 12. Any change in rate resulting from the discussion between the Employer and the Union, or following a reference to arbitration, shall be retroactive to the date the Union submitted its request to the Employer. The jurisdiction of an arbitrator acting under this Clause 28.02 shall be confined to deciding the wage rate for the new classification for which purpose the arbitrator shall have the authority to add to the terms and conditions of Schedule "A" of this Agreement in order to implement their decision.

28.03 Abandonment

If the Union does not request to meet with the Employer to review the classification and rate within thirty (30) calendar days, as provided for in Article 28.01, or if the Union does not refer the difference, if any, to arbitration within thirty (30) calendar days, as provided for in Article 28.02, then the difference, if any shall be deemed to be abandoned and all rights of recourse to arbitration shall be at an end.

28.04 Extension of Time Limits

The time limits referred to in this Article may be extended by mutual agreement of the Employer and the Union in writing.

ARTICLE 29 SUPERANNUATION

29.01 The *Public Sector Pension Plans Act* applies to the Employer and its employees. The Employer, in addition to its own contributions on their behalf, shall deduct from the wages or salary of each employee, as a condition of their continued employment, the contributions required of them under the provision of the *Public Sector Pension Plans Act*.

29.02 The Employer agrees that when a relief employee achieves eligibility under the *Public Sector Pension Plans Act* of British Columbia the Employer shall thereafter, for so long as such eligibility prevails, pay the Employer's contributions in respect of such employee as required by said legislation.

ARTICLE 30 HEALTH AND WELFARE COVERAGE

The following benefits will be provided to municipal employees who have passed their probation:

30.01 Group Life Insurance and Accidental Death and Dismemberment

Group Life Insurance and Accidental Death and Dismemberment for each eligible employee to twice annual earnings and double indemnity for Accidental Death and Dismemberment. The premium for the Group Life and Accidental Death and Dismemberment Plan shall be shared equally by Employer and employee.

30.02 Medical Services Plan

Each eligible employee shall be enrolled in the Medical Services Plan at no cost to the employee.

30.03 Extended Health Benefit

Each eligible employee shall be enrolled in an Extended Health Benefits Plan at no cost to the employee.

30.04 Dental Plan

The Employer shall provide all employees covered by the Collective Agreement with a Dental Plan providing the following coverage:

- a) Basic Dental Services (Plan "A") – Plan pays one hundred percent (100%) of approved schedule of fees.
- b) Prosthetics, Crowns and Bridges (Plan "B") – Plan pays fifty percent (50%) of approved schedule of fees.
- c) Orthodontics (Plan "C") – Plan pays fifty percent (50%) of approved schedule of fees to a lifetime maximum of four thousand (\$4000) dollars per person.

Premiums costs for the Dental Plan shall be paid by the Employer.

30.05

General Principles

- a) Participation in the aforementioned plans shall be mandatory.
- b) Life, Accidental Death and Dismemberment, Weekly Indemnity Plan, Extended Health and BC Medical Plan coverage commences on the date of completion of three (3) months continuous service, or when an employee becomes eligible to have their name entered on the seniority list.
- c) Dental coverage commences on the date of completion of six (6) continuous months service.
- d) Coverage during layoff will be provided as follows:

In the event of layoff, full coverage excluding Weekly Indemnity will be continued for a period of two (2) months from date of layoff. An employee may also have the option of continuing Life, Accidental Death and Dismemberment, Extended Health and BC Medical Plan coverage for an additional four (4) months by paying the full cost of these specific benefits, and making the necessary arrangements with the Payroll Department.
- e) Coverage during leave of absence shall be provided as follows:

An employee on a approved leave of absence may continue Life and Accidental Death and Dismemberment coverage for up to one (1) year provided the full cost of premiums are paid to the Employer.

ARTICLE 31 BULLETIN BOARDS

- 31.01** Union notices may be posted on designated bulletin boards.

ARTICLE 32 TECHNOLOGICAL CHANGE

- 32.01** During the term of this Agreement any disputes arising in relation to adjustment to technological change shall be discussed between the bargaining representatives of the two (2) parties to this Collective Agreement.

- 32.02** Where the Employer introduces or intends to introduce, a technological change, that:
- a) affects the times and conditions, or security of employment of a significant number of employees to whom this collective agreement applies; and
 - b) alters significantly 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 an Arbitrator pursuant to Article 12 of this Collective Agreement, bypassing all other steps in the grievance procedure.

32.03

The Arbitrator shall decide whether or not the Employer has introduced, or intends to introduce a technological change, and upon deciding that the Employer has or intends to introduce a technological change the Arbitrator:

- a) shall inform the Minister of Labour of its findings; and
- b) may then or later make any one or more of the following orders:
 - i) that the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated.
 - ii) that the Employer will not proceed with the technological change for such period, not exceeding ninety (90) days, as the Arbitrator considers appropriate.
 - iii) that the Employer reinstate any employee displaced by reason of the technological change;
 - iv) that the Employer pay to that employee such compensation in respect of their displacement as the Arbitrator considers reasonable.
 - v) that the matter be referred to the Labour Relations Board (under Section 77 of the *Labour Relations Code*).

32.04

The Employer will 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 significantly the basis upon which the Collective Agreement was negotiated.

ARTICLE 33 TERM OF AGREEMENT

33.01

This Agreement shall take effect from January 1, 2020 and shall remain in effect until December 31, 2023, and thereafter from year to year unless written notice of intent to terminate or amend the Agreement at the expiration of any yearly period is given by either party to the other party in accordance with the provisions of the *Labour Relations Code*. Within ten (10) days after receipt of any notice given pursuant to this Article by either party, the parties to this Agreement shall commence negotiations. During the period of negotiations, this Agreement shall continue in full force and effect.

ARTICLE 34 ESSENTIAL SERVICES

34.01 The parties agree that the Employer’s water, sewer and irrigation services are essential and that the level of service (i.e. the amount of labour) required by the Union to provide those services is subject to determination by the Labour Relations Board of British Columbia. This language survives the expiry of the Collective Agreement and continues until the parties enter a new collective agreement.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 6th day of July, 2020.

ON BEHALF OF:
TOWN OF OLIVER



Cathy Cowan, Chief Administrative Officer



Doug Leahy, Chief Financial Officer



Shawn Goodsell, Director of Operations

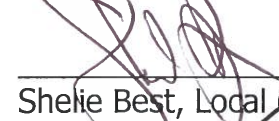


Diane Vaykovich, Corporate Officer


ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 608




Greg Ingram, National Representative



Shelie Best, Local 608 President



Brett Wolfe, Local 608 Unit Chair



Keith Postnikoff, Bargaining Committee



Mitch Anderson, Bargaining Committee

Appendix "A"

Maternity Leave & Parental Leave Provisions (*Employment Standards Act*)

Maternity leave

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

Parental leave

- 51(1) An employee who requests leave under paragraph (a), (b) or (d) of this subsection is entitled to,
- (a) for a parent who takes leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 61 consecutive weeks of unpaid leave, which must begin, unless the employer and employee agree otherwise, immediately after the end of the leave taken under section 50,
 - (b) for a parent, other than an adopting parent, who does not take leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the birth of the child or children, and
 - (c) [Repealed 2011-25-327.]
 - (d) for an adopting parent, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the child or children are placed with the parent.
- (2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, an employee who requests leave under this subsection is entitled to up to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).
- (3) A request for leave must
- (a) be given in writing to the employer,
 - (b) if the request is for leave under subsection (1) (a) or (b), be given to the employer at least 4 weeks before the employee proposes to begin leave, and
 - (c) if required by the employer, be accompanied by a medical practitioner's or nurse practitioner's certificate or other evidence of the employee's entitlement to leave.
- (4) An employee's combined entitlement to leave under section 50 and this section is limited to 78 weeks plus any additional leave the employee is entitled to under section 50 (3) or subsection (2) of this section.

Duties of employer

- 54** (1) An employer must give an employee who requests leave under this Part the leave to which the employee is entitled.
- (2) An employer must not, because of an employee's pregnancy or a leave allowed by this Part,
- (a) terminate employment, or
 - (b) change a condition of employment without the employee's written consent.
- (3) As soon as the leave ends, the employer must place the employee
- (a) in the position the employee held before taking leave under this Part, or
 - (b) in a comparable position.
- (4) If the employer's operations are suspended or discontinued when the leave ends, the employer must, subject to the seniority provisions in a collective agreement, comply with subsection (3) as soon as operations are resumed.
- (5) Subsection (4) is not to be construed as conferring a preferential right of recall on an employee referred to in subsection (3), to whom a collective agreement does not apply, beyond that to which the employee would otherwise be entitled.

Employment deemed continuous while employee on leave or jury duty

- 56** (1) The services of an employee who is on leave under this Part or is attending court as a juror are deemed to be continuous for the purposes of
- (a) calculating annual vacation entitlement and entitlement under sections 63 and 64, and
 - (b) any pension, medical or other plan beneficial to the employee.
- (2) In the following circumstances, the employer must continue to make payments to a pension, medical or other plan beneficial to an employee as though the employee were not on leave or attending court as a juror:
- (a) if the employer pays the total cost of the plan;
 - (b) if both the employer and the employee pay the cost of the plan and the employee chooses to continue to pay his or her share of the cost.
- (3) The employee is entitled to all increases in wages and benefits the employee would have been entitled to had the leave not been taken or the attendance as a juror not been required.
- (4) Subsection (1) does not apply if the employee has, without the employer's consent, taken a longer leave than is allowed under this Part.
- (5) Subsection (2) does not apply to an employee on leave under section 52.2.

SCHEDULE "A" - Minimum Hourly Pay Rates (2019-2023)

| Grade | January 1, 2020 - 2.5% Increase | | | | January 1, 2021 - 2.5% Increase | | | | January 1, 2022 - 2.25% Increase | | | | January 1, 2023 - 2.25% Increase | | | |
|-------|---------------------------------|---------|---------|---------|---------------------------------|---------|---------|---------|----------------------------------|---------|---------|---------|----------------------------------|---------|---------|---------|
| | Step 1 | Step 2 | Step 3 | Step 4 | Step 1 | Step 2 | Step 3 | Step 4 | Step 1 | Step 2 | Step 3 | Step 4 | Step 1 | Step 2 | Step 3 | Step 4 |
| 1 | | | | \$14.31 | | | | \$14.67 | | | | \$15.00 | | | | \$15.34 |
| 2 | | | | \$14.68 | | | | \$15.05 | | | | \$15.39 | | | | \$15.74 |
| 3 | | | | \$15.04 | | | | \$15.42 | | | | \$15.77 | | | | \$16.12 |
| 4 | | | | \$15.42 | | | | \$15.81 | | | | \$16.17 | | | | \$16.53 |
| 5 | | | | \$15.81 | | | | \$16.21 | | | | \$16.57 | | | | \$16.94 |
| 6 | | | | \$16.20 | | | | \$16.61 | | | | \$16.98 | | | | \$17.36 |
| 7 | | | | \$16.59 | | | | \$17.00 | | | | \$17.38 | | | | \$17.77 |
| 8 | | | | \$17.02 | | | | \$17.45 | | | | \$17.84 | | | | \$18.24 |
| 9 | | | | \$17.45 | | | | \$17.89 | | | | \$18.29 | | | | \$18.70 |
| 10 | | | \$17.02 | \$17.88 | | | \$17.45 | \$18.33 | | | \$17.84 | \$18.74 | | | \$18.24 | \$19.16 |
| 11 | | | \$17.45 | \$18.32 | | | \$17.89 | \$18.78 | | | \$18.29 | \$19.20 | | | \$18.70 | \$19.63 |
| 12 | | \$17.02 | \$17.88 | \$18.78 | | | \$17.45 | \$18.33 | \$19.25 | | \$17.84 | \$18.74 | \$19.68 | | \$18.24 | \$19.16 |
| 13 | | \$17.45 | \$18.32 | \$19.25 | | | \$17.89 | \$18.78 | \$19.73 | | \$18.29 | \$19.20 | \$20.17 | | \$18.70 | \$19.63 |
| 14 | \$17.02 | \$17.88 | \$18.78 | \$19.73 | \$17.45 | \$18.33 | \$19.25 | \$20.22 | \$20.22 | \$17.84 | \$18.74 | \$19.68 | \$20.67 | \$18.24 | \$19.16 | \$20.12 |
| 15 | \$17.45 | \$18.32 | \$19.25 | \$20.22 | \$17.89 | \$18.78 | \$19.73 | \$20.73 | \$20.73 | \$18.29 | \$19.20 | \$20.17 | \$21.20 | \$18.70 | \$19.63 | \$20.62 |
| 16 | \$17.88 | \$18.78 | \$19.73 | \$20.73 | \$18.33 | \$19.25 | \$20.22 | \$21.25 | \$21.25 | \$18.74 | \$19.68 | \$20.67 | \$21.73 | \$19.16 | \$20.12 | \$21.14 |
| 17 | \$18.32 | \$19.25 | \$20.22 | \$21.24 | \$18.78 | \$19.73 | \$20.73 | \$21.77 | \$21.77 | \$19.20 | \$20.17 | \$22.26 | \$22.26 | \$19.63 | \$20.62 | \$21.68 |
| 18 | \$18.78 | \$19.73 | \$20.73 | \$21.78 | \$19.25 | \$20.22 | \$21.25 | \$22.32 | \$22.32 | \$19.68 | \$20.67 | \$21.73 | \$22.82 | \$20.12 | \$21.14 | \$22.22 |
| 19 | \$19.25 | \$20.22 | \$21.24 | \$22.32 | \$19.73 | \$20.73 | \$21.77 | \$22.88 | \$22.88 | \$20.17 | \$21.20 | \$22.39 | \$23.39 | \$20.62 | \$21.68 | \$22.76 |
| 20 | \$19.73 | \$20.73 | \$21.78 | \$22.88 | \$20.22 | \$21.25 | \$22.32 | \$23.45 | \$23.45 | \$20.67 | \$21.73 | \$22.82 | \$23.98 | \$21.14 | \$22.22 | \$23.33 |
| 21 | \$20.22 | \$21.24 | \$22.32 | \$23.45 | \$20.73 | \$21.77 | \$22.88 | \$24.04 | \$24.04 | \$21.20 | \$22.26 | \$23.39 | \$24.58 | \$21.68 | \$22.76 | \$23.92 |
| 22 | \$20.73 | \$21.78 | \$22.88 | \$24.05 | \$21.25 | \$22.32 | \$23.45 | \$24.65 | \$24.65 | \$21.73 | \$22.82 | \$23.98 | \$25.20 | \$22.22 | \$23.33 | \$24.52 |
| 23 | \$21.24 | \$22.32 | \$23.45 | \$24.64 | \$21.77 | \$22.88 | \$24.04 | \$25.26 | \$25.26 | \$22.26 | \$23.39 | \$24.58 | \$25.83 | \$22.76 | \$23.92 | \$25.13 |
| 24 | \$21.78 | \$22.88 | \$24.05 | \$25.26 | \$22.32 | \$23.45 | \$24.65 | \$25.89 | \$25.89 | \$22.82 | \$23.98 | \$25.20 | \$26.47 | \$23.33 | \$24.52 | \$25.77 |
| 25 | \$22.32 | \$23.45 | \$24.64 | \$25.88 | \$22.88 | \$24.04 | \$25.26 | \$26.53 | \$26.53 | \$23.39 | \$24.58 | \$25.83 | \$27.13 | \$23.92 | \$25.13 | \$26.41 |
| 26 | \$22.88 | \$24.05 | \$25.26 | \$26.54 | \$23.45 | \$24.65 | \$25.89 | \$27.20 | \$27.20 | \$23.98 | \$25.20 | \$26.47 | \$27.81 | \$24.52 | \$25.77 | \$27.07 |
| 27 | \$23.45 | \$24.64 | \$25.88 | \$27.19 | \$24.04 | \$25.26 | \$26.53 | \$27.87 | \$27.87 | \$24.58 | \$25.83 | \$27.13 | \$28.50 | \$25.13 | \$26.41 | \$27.74 |
| 28 | \$24.05 | \$25.26 | \$26.54 | \$27.88 | \$24.65 | \$25.89 | \$27.20 | \$28.58 | \$28.58 | \$25.20 | \$26.47 | \$27.81 | \$29.22 | \$25.77 | \$27.07 | \$28.44 |
| 29 | \$24.64 | \$25.88 | \$27.19 | \$28.57 | \$25.26 | \$26.53 | \$27.87 | \$29.28 | \$29.28 | \$25.83 | \$27.13 | \$28.50 | \$29.94 | \$26.41 | \$27.74 | \$29.14 |
| 30 | \$25.26 | \$26.54 | \$27.88 | \$29.29 | \$25.89 | \$27.20 | \$28.58 | \$30.02 | \$30.02 | \$26.47 | \$27.81 | \$29.22 | \$30.70 | \$27.07 | \$28.44 | \$29.88 |
| 31 | \$25.88 | \$27.19 | \$28.57 | \$30.02 | \$26.53 | \$27.87 | \$29.28 | \$30.77 | \$30.77 | \$27.13 | \$28.50 | \$29.94 | \$31.46 | \$29.14 | \$30.61 | \$32.17 |
| 32 | \$26.54 | \$27.88 | \$29.29 | \$30.77 | \$27.20 | \$28.58 | \$30.02 | \$31.54 | \$31.54 | \$27.81 | \$29.22 | \$30.70 | \$32.25 | \$28.44 | \$29.88 | \$31.39 |
| 33 | \$27.19 | \$28.57 | \$30.02 | \$31.54 | \$27.87 | \$29.28 | \$30.77 | \$32.33 | \$32.33 | \$28.50 | \$29.94 | \$31.46 | \$33.06 | \$29.14 | \$30.61 | \$32.17 |
| 34 | \$27.88 | \$29.29 | \$30.77 | \$32.33 | \$28.58 | \$30.02 | \$31.54 | \$33.14 | \$33.14 | \$29.22 | \$30.70 | \$32.25 | \$33.89 | \$31.39 | \$32.98 | \$34.65 |
| 35 | \$28.57 | \$30.02 | \$31.54 | \$33.14 | \$29.28 | \$30.77 | \$32.33 | \$33.97 | \$33.97 | \$29.94 | \$31.46 | \$33.06 | \$34.73 | \$30.61 | \$32.17 | \$33.80 |
| 36 | \$29.29 | \$30.77 | \$32.33 | \$33.97 | \$30.02 | \$31.54 | \$33.14 | \$34.82 | \$34.82 | \$30.70 | \$32.25 | \$33.89 | \$35.60 | \$31.39 | \$32.98 | \$34.65 |
| 37 | \$30.02 | \$31.54 | \$33.14 | \$34.81 | \$30.77 | \$32.33 | \$33.97 | \$35.68 | \$35.68 | \$31.46 | \$33.06 | \$34.73 | \$36.48 | \$32.17 | \$33.80 | \$35.51 |
| 38 | \$30.77 | \$32.33 | \$33.97 | \$35.68 | \$31.54 | \$33.14 | \$34.82 | \$36.57 | \$36.57 | \$32.25 | \$33.89 | \$35.60 | \$37.39 | \$32.98 | \$34.65 | \$36.40 |
| 39 | \$31.54 | \$33.14 | \$34.81 | \$36.57 | \$32.33 | \$33.97 | \$35.68 | \$37.48 | \$37.48 | \$33.06 | \$34.73 | \$36.48 | \$38.32 | \$33.80 | \$35.51 | \$37.30 |
| 40 | \$32.33 | \$33.97 | \$35.68 | \$37.49 | \$33.14 | \$34.82 | \$36.57 | \$38.43 | \$38.43 | \$33.89 | \$35.60 | \$37.39 | \$39.29 | \$34.65 | \$36.40 | \$38.23 |
| 41 | \$33.14 | \$34.81 | \$36.57 | \$38.43 | \$33.97 | \$35.68 | \$37.48 | \$39.39 | \$39.39 | \$34.73 | \$36.48 | \$38.32 | \$40.28 | \$35.51 | \$37.30 | \$39.18 |
| 42 | \$33.97 | \$35.68 | \$37.49 | \$39.39 | \$34.82 | \$36.57 | \$38.43 | \$40.37 | \$40.37 | \$35.60 | \$37.39 | \$39.29 | \$41.28 | \$36.40 | \$38.23 | \$40.17 |
| 43 | \$34.81 | \$36.57 | \$38.43 | \$40.37 | \$35.68 | \$37.48 | \$39.39 | \$41.38 | \$41.38 | \$36.48 | \$38.32 | \$40.28 | \$42.31 | \$37.30 | \$39.18 | \$42.21 |
| 44 | \$35.68 | \$37.49 | \$39.39 | \$41.38 | \$36.57 | \$38.43 | \$40.37 | \$42.41 | \$42.41 | \$37.39 | \$39.29 | \$41.28 | \$43.36 | \$38.23 | \$40.17 | \$44.34 |
| 45 | \$36.57 | \$38.43 | \$40.37 | \$42.41 | \$37.48 | \$39.39 | \$41.38 | \$43.47 | \$43.47 | \$38.32 | \$40.28 | \$42.31 | \$44.45 | \$39.18 | \$41.19 | \$45.45 |
| 46 | \$37.93 | \$39.85 | \$41.86 | \$43.97 | \$38.88 | \$40.85 | \$42.91 | \$45.07 | \$45.07 | \$39.75 | \$41.77 | \$43.88 | \$46.08 | \$40.64 | \$42.71 | \$44.87 |

SCHEDULE "A" – Notes and Job Titles

NOTES:

| | |
|--------------------------------|------------------------------------|
| Probation & trial period | Step 1 or lowest step shown |
| Rest of 1 st year | Step 2 or second lowest step shown |
| 2 nd year | Step 3 or third lowest step shown |
| 3 rd year and after | Step 4 or top step |

PAYGRADES APPLY TO JOB TITLES AS FOLLOWS:

Outside

| | |
|----|--------------------------|
| 24 | Canal Worker |
| 26 | Labourer 1 |
| 28 | Labourer 2 |
| 30 | Maintenance Worker 1 |
| 31 | Maintenance Worker 2 |
| 32 | Service Worker |
| 33 | Utility Operator 1 |
| 33 | Horticulturist |
| 34 | Equipment Operator |
| 35 | Utility Operator 2 |
| 38 | Foreman |
| 38 | Utility Operator 3 |
| 44 | Engineering Technologist |

Inside

| | |
|----|--|
| 22 | Relief Cashier Receptionist |
| 29 | Clerk Receptionist; Utility Technician |
| 30 | Public Works Clerk |
| 31 | Payroll Clerk; Accounting Clerk |
| 35 | Planning Technician |
| 45 | Building Inspector |
| 46 | Building Official III |

Seasonal

| | |
|---|------------------|
| 4 | Student Labourer |
|---|------------------|

SCHEDULE "B"

Exceptions To Normal Work Day and Normal Work Week

I. Shift Changes – Schedule "B"

1) Shift Changes

- a) In the event the Employer or the Union wish to change any of the present shifts currently contained in Schedule "B", the Union and the Employer agree that such changes will be made by mutual agreement, through the Labour Management Committee, subject to item 2 below.
- b) Those operations not mentioned in Schedule "B" may be removed from the Overtime and Hours of Work provisions of the Collective Agreement by mutual agreement.
- c) The intent would be to remove certain operations described in Schedule "B" from the Overtime and Hours of Work provisions of the Collective Agreement. Said mutual agreement will not be unreasonably withheld.
- d) Should the Employer and the Union fail to agree, item 2 below will prevail.

2) If the Union and Employer cannot agree to the above, the matter of shift schedules and shift premium in accordance with Article 21, shall be referred within seven (7) days, to a representative of the Union and the Chief Administrative Officer. Failing agreement at this stage, the matter will be settled in accordance with the following:

- a) It is agreed that various shifts, whether covered by Schedule "B" or not can be implemented or changed, consistent with the terms of reference outlined in sections 2) b) (i), 2) b) (ii) and 2) b) (iii) below.
- b) In the event a dispute arises out of the term of 2) b) (iii) below, the dispute will be referred to an arbitrator for resolution in accordance with the following terms of reference:
 - i) It is not the intent to make changes to the general intent of the (Article 17) Hours of Work provisions of the Collective Agreement.
 - ii) Hours of Work and/or Shift Changes must be made for reason of cost and/or efficiency savings to the Employer.
 - iii) The Employer will be required to establish that shift schedules or Hours of Work changes introduced under this Article will result in a cost or efficiency savings to the Employer and that operational requirements dictate the need for the proposed shift/hours schedules.
 - iv) The arbitrator will examine the positions of both parties and will make a binding recommendation taking into account the terms of reference noted above.
 - v) It is further agreed that the shifts to be implemented under this amendment will not affect current standby practices.

- 3) If the Union and Employer fail to agree on an Arbitrator, then either party may request that the Director of the Collective Agreement Arbitration Bureau appoint an Arbitrator pursuant to Section 86 of the *Labour Relations Code of British Columbia*
- 4) The Employer will plan shifts as far in advance as possible prior to the aforementioned meetings.

II. HOURS AND DAYS OF WORK

Due to the nature of their work, the hours and days of work and any other special conditions of employment applicable to the employees referred to in this Schedule shall be as follows:

1) Water Operator

One (1) Water Operator position will have a regular eight (8) hour shift scheduled for every Saturday and Sunday during the irrigation season. During any shift (including weekend shifts) the Water Operator may be called upon to respond to any emergency situation either inside or outside the municipal boundaries.

LETTER OF UNDERSTANDING #1

BETWEEN
THE TOWN OF OLIVER
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 608

RE: Employer Obligations to Employees

In recognition of the Employer's right to contract out work and in recognition of the Employer's obligation to their employees, the parties agree as follows:

- 1) In the event the Employer wishes to examine the feasibility of contracting out work currently being done by bargaining unit employees then the following process will apply:
 - a) The Employer will provide the Union with an estimate of the cost of doing the work "in house".
 - b) The Union may then provide the Employer with any suggestions on productivity improvements, cost or efficiency savings. In the event that the Union wishes to respond it will do so within twenty (20) days of receiving said cost estimate.
- 2) Employees with ten (10) or more years of seniority will not lose their employment as a result of contracting out.
- 3) The officers of CUPE Local 608 will provide a letter to the Employer offering suggestions and incentives for doing work "in house" which is currently being contracted out.
- 4) Employees who are displaced by the contracting out of their job and covered by number two (2) above, shall have the option of receiving severance pay at a rate of one (1) week's pay for each year of seniority to a maximum of ten (10) weeks upon severing their employee/employer relationship. The employee shall have up to three (3) months from the date of displacement to exercise their option. Severance pay will be paid at the rate of the job the employee was displaced from.


IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 27th day of July, 2020.

ON BEHALF OF:
TOWN OF OLIVER


Cathy Cowan, Chief Administrative Officer


Doug Leahy, Chief Financial Officer


Shawn Goodsell, Director of Operations


Diane Vaykovich, Corporate Officer

ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 608


Greg Ingram, National Representative


Shelie Best, Local 608 President


Brett Wolfe, Local 608 Unit Chair


Keith Postnykoff, Bargaining Committee


Mitch Anderson, Bargaining Committee

LETTER OF UNDERSTANDING #3

BETWEEN
THE TOWN OF OLIVER
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 608

RE: Hiring Employees Under Job Training Programs

Whereas various job training programs exist in the community which place students or job re-entry individuals with employers for short durations to enable them to gain practical experience and therefore be more marketable in finding continuous employment;

And whereas such job training programs are often fully subsidized by a level of a government or otherwise, requiring no remuneration to be paid by the host employer;

The Parties hereto agree as follows:

- 1) That such job training programs are recognized to be beneficial to the community as a whole, as those programs help reduce unemployment and increase wealth within the community.
- 2) That the training, monitoring and reporting related to the job training of such individuals is recognized to require a considerable portion of Town staff's time for training the individual, to which the Town shall concede due to the resultant community benefit.
- 3) That the employment of an individual by the Town under a job training program is not construed to displace any employee or replace any employee on lay-off or waiting notice of recall.
- 4) That the Town may at any time at its own discretion hire individuals under such job training programs.

LETTER OF UNDERSTANDING #2

BETWEEN
THE TOWN OF OLIVER
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 608

RE: Banked Overtime and Paid Time Off in Lieu of Worked Overtime

Employees who have worked any overtime hours shall be entitled to bank any or all overtime hours until December 31st of each year.

Paid time-off, in lieu of worked overtime will only be taken upon mutual agreement between the employee and their Supervisor. Paid time-off shall be deducted from banked time at the employee's normal hourly rate for their classification.

Employees shall only be permitted to take, in total, a maximum of ten (10) in lieu days per annum.

Employees shall only be permitted to carry over, from year to year, a maximum of ten (10) in lieu days in their bank.

At December 31st of each year, the Employer must pay out the value of all in lieu days in an employee's bank, which number in excess of ten (10) days, except that the employee may request that all banked time shall be paid out at that time.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this *6th* day of *July*, 2020.

ON BEHALF OF:
TOWN OF OLIVER


Cathy Cowan, Chief Administrative Officer

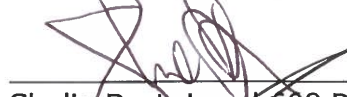

Doug Leahy, Chief Financial Officer



Shawn Goodsell, Director of Operations


Diane Vaykovich, Corporate Officer

ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 608


Greg Ingram, National Representative


Shelie Best, Local 608 President


Brett Wolfe, Local 608 Unit Chair


Keith Postnikoff, Bargaining Committee


Mitch Anderson, Bargaining Committee

5) That individuals hired under such job training programs shall not be subject to the provisions of the collective agreement in effect at the time of hiring, and shall not accrue seniority rights whatsoever during their period of training.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 6th day of July, 2020.

ON BEHALF OF:
TOWN OF OLIVER



Cathy Cowan, Chief Administrative Officer



Doug Leahy, Chief Financial Officer



Shawn Goodsell, Director of Operations



Diane Vaykovich, Corporate Officer


ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 608



Greg Ingram, National Representative



Shelie Best, Local 608 President



Brett Wolfe, Local 608 Unit Chair



Keith Postnikoff, Bargaining Committee



Mitch Anderson, Bargaining Committee

LETTER OF UNDERSTANDING #4

BETWEEN

THE TOWN OF OLIVER

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 608

RE: Operation of Municipal Backhoe/Loader

Whereas the Bargaining Unit and the Town wish to clarify the conditions for operating a backhoe as well as the wage rates that will be paid for such work;

Now, therefore, the Parties hereto agree as follows:

- 1) The position of "Equipment Operator" will be required to operate a backhoe/loader as part of the job description for that position, with no change in pay rate;
- 2) Crew members filling positions that currently operate a landscape loader will be expected to operate the loader end of the backhoe/loader with no additional pay to their normal rate;
- 3) Some crew members other than the Equipment Operator may be offered an opportunity to train on the backhoe end of the backhoe/loader, with selection of candidates to be made in accordance with Article 15.08.
- 4) Those crew members receiving a lower pay rate than the Equipment operator and who, in the opinion of the Deputy Director of Operations, have demonstrated a proficiency in operating the backhoe end of the loader/backhoe shall receive acting pay as an Equipment Operator only for those hours spent doing trenching or digging work on the backhoe end of the backhoe/loader;
- 5) "Trenching or digging" in Section 4 of this Letter of Understanding shall include digging work with the backhoe end of the backhoe/loader lasting a continuous period of fifteen (15) minutes or longer and requiring a degree of care and precision that is consistent with a proficient operator such as grave digging, utility installation and service repairs for example, but shall not include relatively simple, short-term work such as replacing sign posts.

6) In the interest of making the most efficient use of in-house and contracted resources, Management reserves the sole right to determine whether any particular job requiring a backhoe will be done by bargaining unit members or by a contractor, as was past practice.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 6th day of July, 2020.

ON BEHALF OF:
TOWN OF OLIVER



Cathy Cowan, Chief Administrative Officer



Doug Leahy, Chief Financial Officer



Shawn Goodsell, Director of Operations



Diane Vaykovich, Corporate Officer

ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 608



Greg Ingram, National Representative




Shelie Best, Local 608 President



Brett Wolfe, Local 608 Unit Chair



Keith Postnikoff, Bargaining Committee



Mitch Anderson, Bargaining Committee

LETTER OF UNDERSTANDING #5

BETWEEN

THE TOWN OF OLIVER

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 608


RE: Student Experience Development Program

The Parties hereto agree as follows:

- 1) The Town of Oliver will make application for assistance under the above student employment program.
- 2) The Town of Oliver may hire a student to assist in the various drafting, computer drafting surveying work and other tasks of a technical nature.
- 3) The selected individual must be in attendance at a secondary or technology school, college or university, and must have a stated intention of returning to school following their work period.
- 4) The hours of work per day and per week shall be established subject to the discretion of the Employer.
- 5) The following provisions of the Collective Agreement shall not apply: vacation, health and welfare benefits, layoffs, promotions, seniority, reporting pay, shift premiums and sick leave. In addition, the fourteen percent (14%) in lieu of benefits shall not apply. All other provisions shall apply including union membership and dues checkoff.
- 6) Statutory holidays, if applicable and vacation pay shall be in accordance with the *Employment Standards Act*.
- 7) The rate of pay shall be sixteen dollars eighty-five cents (\$16.85).

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 6th day of July, 2020.

ON BEHALF OF:
TOWN OF OLIVER




Cathy Cowan, Chief Administrative Officer



Doug Leahy, Chief Financial Officer



Shawn Goodsell, Director of Operations



Diane Vaykovich, Corporate Officer

ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 608



Greg Ingram, National Representative



Shelie Best, Local 608 President



Brett Wolfe, Local 608 Unit Chair



Keith Postnikoff, Bargaining Committee



Mitch Anderson, Bargaining Committee

LETTER OF UNDERSTANDING #6

BETWEEN

THE TOWN OF OLIVER

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 608

RE: Student Labourer

With respect to the above cited subject matter, the Employer and the Union, hereinafter referred to as the "Parties", do hereby expressly and mutually agree as follows:

- 1) The Employer shall have the right to employ students in the job classification of Student Labourer as set out in Schedule "A" of the Collective Agreement. A Student Labourer may be assigned by the Employer to perform work functions in the following job classifications:
 - a) Labourer;
 - b) Relief Cashier/Receptionist;as listed in Schedule "A".
- 2) "Student", for these purposes, shall be defined to mean a person who is enrolled in or who is attending or who is hired within four (4) months of attendance at a recognized educational institution such as a high school, college or university. A student may be required to provide proof of current or previous enrolment in one (1) of these recognized educational institutions to confirm their eligibility for employment under this Letter of Understanding.
- 3) The period of employment of a student under this Letter of Understanding shall each case not exceed one-hundred sixty-five (165) consecutive calendar days. Student Labourers shall not accrue seniority.
- 4) The Employer shall not at any time employ more than a total of four (4) student labourers pursuant to the provisions of this Letter of Understanding and at no time shall more than three (3) of them be employed at Public Works or more than one (1) of them at the Town Office. It is mutually agreed, however, that these limitations may be changed on a case by case basis upon the prior, express written consent of the Union.
- 5) It is mutually agreed that any concern or dispute about the application or operation of this Letter of Understanding shall first be addressed at the Labour-Management Committee level before resort, if necessary, to the grievance/arbitration procedure(s) contained in the Collective Agreement

6) This Letter of Understanding shall only apply with respect to the job classification of student labourer.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 27th day of July, 2020.

ON BEHALF OF:
TOWN OF OLIVER



Cathy Cowan, Chief Administrative Officer



Doug Leahy, Chief Financial Officer



Shawn Goodsell, Director of Operations

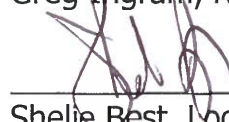


Diane Vaykovich, Corporate Officer

ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 608



Greg Ingram, National Representative



Shelle Best, Local 608 President



Brett Wolfe, Local 608 Unit Chair



Keith Postnikoff, Bargaining Committee



Mitch Anderson, Bargaining Committee

LETTER OF UNDERSTANDING #7

BETWEEN
THE TOWN OF OLIVER
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 608

RE: Professional Services

For the term of the collective agreement, professional services will be subject to the following maximums per calendar year:

- 1) \$750 per individual practitioner (excluding Physiotherapist); and
- 2) \$1,700 for all practitioners combined.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 24th day of July, 2020.

ON BEHALF OF:
TOWN OF OLIVER



Cathy Cowan, Chief Administrative Officer



Doug Leahy, Chief Financial Officer




Shawn Goodsell, Director of Operations




Diane Vaykovich, Corporate Officer

ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 608



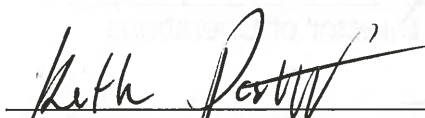
Greg Ingram, National Representative



Shelle Best, Local 608 President



Brett Wolfe, Local 608 Unit Chair



Keith Postnikoff, Bargaining Committee



Mitch Anderson, Bargaining Committee

LETTER OF UNDERSTANDING #8

BETWEEN

THE TOWN OF OLIVER

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 608


RE: Health Leave Bank Payout

With respect to the above cited subject matter, the Employer and the Union, hereinafter referred to as the "Parties", do hereby expressly and mutually agree as follows:

- 1) Current employees whose Health Leave Bank has already accrued above twelve (12) days, as of December 31, 2019 will receive a financial payout for the accrued time at the rate as of December 31, 2019.
- 2) This Health Leave Bank cannot be topped up to the December 31, 2019 amount should these employees need to use any time from the accrued Health Leave Bank of hours as of December 31, 2019.
- 3) These employees will begin a new Health Leave Bank which will accrue as per article 24.07 and be drawn from first, when necessary.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this *6th* day of *July*, 2020.

ON BEHALF OF:
TOWN OF OLIVER


Cathy Cowan, Chief Administrative Officer


Doug Leahy, Chief Financial Officer



Shawn Goodsell, Director of Operations


Diane Vaykovich, Corporate Officer

ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 608


Greg Ingram, National Representative


Shelie Best, Local 608 President


Brett Wolfe, Local 608 Unit Chair


Keith Postnikoff, Bargaining Committee


Mitch Anderson, Bargaining Committee