

COLLECTIVE AGREEMENT

BETWEEN

THE TOWN OF OSOYOOS



-AND-

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 608**



January 1, 2024 – December 31, 2026

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AGREEMENT BETWEEN:

THE CORPORATION OF THE TOWN OF OSOYOOS,
(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
(hereinafter called the "Union")

ARTICLE 1 PREAMBLE

1.01 Preamble

This Agreement is entered into for the purpose of promoting and continuing the good relationship between the Corporation of the Town of Osoyoos and its employees represented by the Union; to secure prompt and equitable disposition of grievance and to establish conditions of employment, rates of pay and hours of work.

ARTICLE 2 RIGHTS OF MANAGEMENT

2.01 Rights of Management

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 the 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 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.

Volunteers will not be permitted to perform work which will result in members of the bargaining unit being reduced in regular hours or placed at risk of lay-off.

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 Contracting Out

The employer shall not contract out work where it results in the lay off or reduction of hours for any employee or failure to recall of a laid off regular employee who has recall rights.

No regular employee covered under this agreement shall lose their job or suffer reduction in regular working hours as a result of the Town contracting out any work. The Town agrees that any work or services presently performed by the bargaining unit shall not be contracted out except in cases of emergency when no bargaining unit employee is available.

3.04 Application

Employees whose jobs are not covered by Schedule "A" of this Agreement are hereby excluded from the terms and conditions of this Agreement.

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 this Agreement shall apply thereto.

ARTICLE 4 NO DISCRIMINATION

4.01 No Discrimination

The parties agree that there shall be no discrimination, interference, restriction or coercion exercised, or practised, with respect to any employee regarding employment or any term or condition of employment because of the race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person, nor by reason of their membership or lawful activity in a labour union.

4.02 Singular and Plural

Whenever the singular is used in this Agreement, it shall be considered as if the plural has been used where the context of the party or parties hereto so require.

4.03 Respectful Workplace

The Employer and the Union respect the rights of all individuals and is committed to providing a working environment free from personal and sexual harassment.

Any complaint alleging harassment will be dealt with in a grievance procedure and will commence at Step 2 as outlined in Article 11. Grievances will be handled with all possible confidentiality.

Discrimination and harassment relates to any of the prohibited grounds contained in the BC Human Rights Code.

ARTICLE 5 UNION SECURITY

5.01 Maintenance of Membership

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

ARTICLE 6 CHECK-OFF OF UNION DUES

6.01 Check-off

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 sign a check-off form authorizing the Employer to deduct from their earnings and to pay to the Union an amount equal to the current monthly union dues and/or assessments as established by the Union in accordance with its Constitution and/or Bylaws.

It is understood that assessments shall include any initiation fees.

6.02 Union Dues

While this Agreement continues to apply to those employees who have signed the check-off form, the Employer shall, as a condition of continued employment, deduct from the earnings of each such employee an amount equal to the current monthly union dues and/or assessments.

6.03 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 fifteenth (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 (including mailing address and phone numbers) of all employees from whose wages the foregoing deductions have been made.

ARTICLE 7 EMPLOYER SHALL ACQUAINT NEW EMPLOYEES

7.01 New Employees

The Employer agrees to supply new employees with a copy of this Agreement and to draw their attention to the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off.

7.02 Revised Copies of the Collective Agreement

Revised copies of the Collective Agreement will be distributed to employees by the Employer as required.

ARTICLE 8 CORRESPONDENCE

8.01 Correspondence

Correspondence between the Employer and the Union, arising out of this Agreement or incidental thereto, shall pass to and from the CAO, or person holding an equivalent position and the Local Unit Chairperson with a copy to the Local President.

8.02 Employee Contact Information

Employee contact information related to new hires, retirements, and terminations (including any changes to existing employees' contact information) shall be forwarded to the Union on an ongoing basis.

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/Collective Bargaining Committee

A Labour-Management Relations Committee and Collective Bargaining Committee shall be appointed and consist of not more than three (3) representatives of the Employer, 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 general mutual concern pertaining to the administration of the collective agreement, including rates 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 Articles 11 and 12 and shall not be referred to the Labour-Management Relations Committee.

9:04 Meetings of Committees

In the event the Union or the Employer wishes to call a meeting of the Labour-Management Relations Committee or the Collective Bargaining Committee, the meeting must 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 representatives of the Union on the Labour-Management Relations Committee or the Collective Bargaining Committee, who are in the employ of the Employer, shall have the privilege of attending meetings held within working hours without loss of remuneration 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.

9.06 Representatives of Canadian Union of Public Employees

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

ARTICLE 10 RULES AND REGULATIONS

10.01 Copies to be Distributed

Copies of all rules and regulations made by the Employer for the government of employees in the bargaining unit shall be forwarded to the Union and shall be distributed to all employees.

ARTICLE 11 GRIEVANCE PROCEDURE

11.01 Permission to Leave Work

Union Shop Stewards 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. Although this could result in additional time, it shall not lead to overtime.

11.02 Definition of Grievance

"Grievance" means any difference between the persons bound by this Agreement concerning its interpretation, application, operation, or any alleged violations thereof, including any question as to whether any matter is arbitrable, and shall also mean any difference arising from disciplinary action or relating to employment where it is alleged that the Employer has acted unjustly. "Party" as used in Articles 11 and 12 of this Agreement, shall mean the Union and it shall also mean the Employer to this Agreement. All grievances shall be finally and conclusively settled in the manner set out in this Article without slowdown or stoppage of work.

11.03 Settling of Grievances

Step 1:

The employee concerned, in person, with their Union Steward in attendance, shall first seek to settle the grievance with the immediate Supervisor or person holding an equivalent position, within fifteen (15) days from the time the grievance became known to the grievor or to the Union in the case of a policy grievance.

Step 2:

If a satisfactory settlement is not reached within seven (7) business days of the meeting under Step 1, the Union may submit the grievance in writing to the CAO. The CAO or person holding an equivalent position or their authorized representative will meet with the Union within seven (7) business days after receiving the grievance in writing with a view to settling the grievance.

Step 3:

If a satisfactory settlement is not reached within seven (7) business days after the grievance was submitted under Step 2, the Union may refer the grievance to a Board of Arbitration as set out in Article 12.

11.04 Arbitration

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. In the event the Union or Employer has difficulty selecting a nominee within the prescribed time, the Grievance shall be deemed to be abandoned and all rights to the Grievance Procedure at an end.

In the event that the Union has difficulty selecting a nominee 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 Article 11.03 may be bypassed.

11.06 Replies in Writing

Replies to grievances shall be in writing at all stages.

11.07 Amending of Time Limits

Time limits mentioned under this Article refer to business days and may only be extended by mutual agreement of the parties in writing.

11.08 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 Board of Arbitration

- a) A Board of Arbitration shall consist of three (3) members, one (1) to be chosen by each party, the third (3rd), who shall be Chairperson, to be selected by the two (2) so appointed. The members chosen by the parties concerned must meet within fourteen (14) days of their selection, and they shall be allowed a further seven (7) days to agree upon a Chairperson. If they fail to agree on a Chairperson, either party may apply to the Minister of Labour to appoint a Chairperson.
- b) The Chairperson of the Board of Arbitration shall fix a date for hearing the grievance, which shall be not later than fourteen (14) days from the date of the Chairperson's selection or appointment.
- c) The Board shall deliver its award in writing to each of the parties within twenty (20) days after all the evidence has been submitted. The award of a majority of the Board shall be the award of the Board and shall be binding upon the parties, but in no event shall the Board have the power to alter, modify or amend this Agreement in any respect.
- d) Grievances submitted to a Board of Arbitration shall be in writing and shall clearly specify the nature of the issue.
- e) Each party shall bear the fee and expenses of the member appointed by such party and shall pay half the fee and expenses of the Chairperson and of the stenographic and other expenses of the Board.

12.02 Amending of Time Limits

Time limits mentioned under this Article refer to business days and may only be extended by mutual agreement of the parties in writing.

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 Board of Arbitration 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 Single Arbitrator

Notwithstanding the foregoing, the parties may mutually agree to the use of a single arbitrator, who will be governed by the provisions of this Article. Failing to agree on a single arbitrator, the provisions of the three (3) person Board 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 copies thereof to the Local Unit Chairperson and the Local President. The employee may request that a Union representative be present at any meeting called by the Employer concerning censure.

Any letters of reprimand will be removed from an employee's personnel file after two (2) years without further censure for the same or similar infraction.

13.02 Procedure Upon Discharge or Suspension

The Employer shall only discipline or discharge for just and reasonable cause.

13.03 Picket Line

Just and reasonable cause shall not include the refusal of an employee to cross a picket line of a legal strike.

13.04 Reason in Writing

When an employee is discharged or suspended they shall be given the reason therefore in writing within twenty-four (24) hours of such suspension or discharge.

13.05 Special Grievance

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 Unjust Suspension or Discharge

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 a Board of Arbitration, if the matter is referred to such a Board.

13.07 Personnel File

The Employer agrees that all employees will have complete access to review their personnel file in the presence of the CAO or designate. To obtain access to their personnel file, the employee shall make a written request to the CAO or designate, who will deal with the request within a reasonable period of time. The employee may respond in writing to any report in their personnel file and such response will become part of the file.

ARTICLE 14 EMPLOYEE CATEGORIES

14.01 Employee Categories Defined

- a) **Full Time Employee** – an employee who has completed the probationary period and who is working the normal hours of work as per Article 20.
- b) **Part Time Employee** – any employee who is hired on a regular basis and who regularly works less than thirty (30) hours per week.

Any part time employee who becomes a full time employee will carry time worked as a part time employee to the full time seniority list. A seniority date will be established by dividing the total hours worked as a part time or relief employee and backdated as necessary.

The calculation used for determining seniority will be established by: dividing the total hours worked to date by two thousand and eighty (2,080) hours for outside workers or one thousand eight hundred and twenty (1,820) hours for inside workers.

- c) **Relief Employee** – a person who is employed for a specified period of time to fill a position which is available due to the absence of an employee through illness, accident, vacation, or approved leave of absence, or extra workload. Any position occupied by a relief employee shall be assumed by the person normally holding the position upon their return from leave. Relief employees will continue to accumulate seniority based on hours worked, including statutory holidays.

Any relief employee who becomes a full time employee will carry time worked as relief to the full time seniority list. A seniority date will be established by dividing the total hours worked as relief and backdated as necessary.

The calculation used for determining seniority will be established by: dividing the total hours worked to date by two thousand and eighty (2,080) hours for outside workers or one thousand eight hundred and twenty (1,820) hours for inside workers.

Upon the termination of a relief employee's assignment in any classification they may exercise their seniority by bumping a less senior relief employee, provided they possess the necessary skill, ability and qualifications and the position they wish to attain is expected to last for at least one (1) month beyond the date of request.

d) **Student** – a person employed by the Employer for remuneration who is attending school, college or university and who intends to return to school, college or university in the subsequent academic year. A student shall be paid in accordance with Schedule "A" plus six percent (6%) vacation pay on the employee's gross pay. A student shall not be entitled to accrue seniority. Students shall not be entitled to benefits under Articles 28.02, 30 and 31.

e) **Grant Workers**

All Grant Workers will be considered employees insofar as the Employer is concerned. The conditions of employment, term, rate of pay and benefits will be negotiated between the Employer and the Union prior to any grant application. Grant Workers shall not be entitled to accrue seniority.

f) **Probationary Employees**

New full-time employees shall be considered to be probationary employees until they have been continuously employed for three (3) months. Part time employees – Inside Staff – four hundred fifty-five (455) hours within a twelve (12) month period. Part time employees – Outside Staff – five hundred twenty (520) hours within a twelve (12) month period. Relief employees shall be considered to be on probation until they have worked nine hundred and ten (910) hours, at which time they shall have their names placed on the Relief Employee Seniority List. During this probationary period they shall not be entitled to seniority. Upon successful completion of the probationary period, an employee shall be entered on the appropriate seniority list as of their original date of employment. The test for probationary employees is one of the general suitability for continued employment.

The above probation period may be extended by an equivalent duration upon written notice to the Union outlining the reason for the extension.

Such extension shall not be made in a manner that is arbitrary, discriminatory, or in bad faith.

ARTICLE 15 SENIORITY

15.01 Seniority Defined

Seniority shall be measured by length of service in the bargaining unit and shall operate on a bargaining unit-wide basis, unless specified elsewhere in this Agreement.

Upon successful completion of the probationary period, full time employees shall earn seniority on an elapsed time basis while they are employed and members of the bargaining unit and except as provided in 15.05 shall operate on a bargaining unit-wide basis.

Upon successful completion of the probationary period, 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 and twenty (1820) hours, and one (1) year of seniority for Outside workers shall be equivalent to two thousand and eighty (2080) hours.

Except as otherwise provided, full time employees who are on a leave of absence shall continue to accrue seniority for one (1) month from commencement of leave, after which time seniority shall be frozen.

Full time employees who are on a maternity or parental leave shall continue to accrue seniority.

Full time employees who are on layoff, sick leave, union leave, or receiving Workers' Compensation Board (WCB) benefits shall continue to accrue seniority during such absence.

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

15.02 Seniority Lists

The Employer shall prepare and keep up to date a seniority list of all employees who have qualified for seniority, and a copy of such list, as it may be revised from time to time, shall at all times be kept posted on the bulletin boards.

15.03 Loss of Seniority

- a) Except as provided in Subsection (b), 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) An employee shall lose their seniority in the event the employee:
 - (i) is discharged for proper cause;
 - (ii) resigns;

- (iii) is 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) fails to return to work following a layoff, within the period prescribed in Article 18.05, unless unable to do so because of sickness, or other cause acceptable to the Employer;
 - (v) is laid off for a period longer than one (1) year.
- c) 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 their date of re-employment.

15.04 Inside, Outside and Community Services Staff Division for Layoff and Recall

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

15.05 Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred or promoted to a position outside of the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority within the bargaining unit. Such employee shall have the right to return to a position in the bargaining unit during their trial period, which shall be a maximum of ninety calendar (90) days. If an employee returns to the bargaining unit, they shall be placed in a job consistent with their seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

Should the promoted employee not return to the bargaining unit within the ninety calendar (90) days, they shall lose their seniority in the bargaining unit. This timeline may be extended if both parties mutually agree.

15.06 Same Seniority

For the purpose of lay off, recall, vacation selection, or promotion, if the total accumulated seniority credits 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.

ARTICLE 16 PROMOTIONS AND TRANSFERS

16.01 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 fulfill the job requirements.

16.02 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, and wage rate or range. A copy of the notice shall also be sent to the Local Unit Chairperson. Such vacancy or new position shall not be permanently filled until one (1) week has elapsed after the posting of such notice. Transfer of successful applicant(s) will be made as soon as possible.

16.03 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 the employee's 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.

16.04 Employee Trial Period

When a job vacancy or new position is filled on a permanent basis, the employee concerned shall be on a trial period for a maximum of six (6) months, but no less than three (3) months, as determined by the Employer. At the conclusion of such trial period, the Employer shall review the service of the employee on the job. If such service has proven satisfactory the Employer shall confirm the employee in the job.

If the employee's service is not deemed to be satisfactory, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, the Employer shall return the employee to their former job, or place them on other work consistent with their qualifications, skill, knowledge and ability to efficiently fulfill the job requirements, in which case the employee shall be paid not less than the rate of pay they were in receipt of when last employed on their former job. In the event the successful candidate does not prove to be satisfactory under the trial period and is returned to another position, the Employer may select from the original applicants, or re-post the position.

16.05 Disabled Employees

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.

16.06 Applying for a Posting While on Vacation

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 shall be considered for such opening.

16.07 Development Opportunity

The Employer is encouraged to provide on-the-job training opportunities where operational requirements allow and it is economical and efficient. These opportunities should be posted to inform all employees in the bargaining unit. Eligible employees must currently be working in the relevant occupational group.

When multiple employees express interest in a training opportunity, the Employer will consider their qualifications, skills, ability, knowledge, and demonstrated initiative with all items being equal seniority will be a key factor in determining who receives the training.

This training is intended to help employees improve their qualifications for future vacancies. Training should not be used to bypass seniority or promotion provisions in the Collective Agreement. This process also applies to employees displaced by contracting out.

ARTICLE 17 NEW OR CHANGED CLASSIFICATIONS

17.01 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 wage rate to the Union in writing, and in addition, shall post the classification and wage rate in the manner required by Article 16.02. Within thirty (30) calendar days of such submission and posting, the Union may, if it deems necessary, request to meet 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.

17.02 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 wage 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.

17.03 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 17.01 or if the Union does not refer the difference, if any, to arbitration within thirty (30) calendar days, as provided for in Article 17.02, then the difference, if any, shall be deemed to be abandoned and all rights of recourse to arbitration shall be at an end.

17.04 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 18 LAYOFFS AND RECALLS

18.01 Layoffs

- a) The Employer shall notify in writing employees with seniority rights who are to be laid off, (10) 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 layoff of an employee occurs and following a notice of layoff having been provided to an employee, in writing, the Employer may extend the original layoff notice on a day-to-day basis by mutual agreement between the parties. Notwithstanding the foregoing provision for an extension of the layoff period, such extension(s) must not exceed 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.

18.02 Layoff Order

In the event of layoff, probationary employees shall be laid off first, 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.

18.03 Responsibility of Employee

It shall be the responsibility of a laid off employee to keep the Employer informed of their current postal address and telephone number at which they may be contacted.

18.04 Bumping

An employee who has been given layoff notice may bump an employee with less seniority in an equal or lower paying classification, provided the employee possesses the qualifications and ability to perform the work of the position.

Bumping rights must be exercised within five (5) working days of receiving notice of layoff.

18.05 Recalls

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, for a period of one (1) year, provided they are qualified to do the work available.

18.06 Return to Work

Such employees shall return to work within five (5) working days (or such longer period as may be mutually agreed upon) after the employee has received recall notice by registered mail.

18.07 Emergent or Short Term Work

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 18.05 shall not apply.

18.08 Demotions When Work Force is to be Reduced

Should it become necessary to reduce the work force, an employee who is not on the basic staff establishment of the Employer may be demoted to a lower rated classification. If the employee so requests, they shall be entitled to take a layoff instead of a demotion.

18.09 No Hiring While Other Employees Laid Off

If any employees with recall rights is in a laid off position, the Employer will not hire any new employees whether or not they are a student or a grant worker without first evaluating if the laid off employee possesses the qualifications to perform the duties of the proposed position. If the laid off employee is qualified to perform the duties of the proposed position they will be first offered the position at the posted pay rate for that position.

ARTICLE 19 REPORTING FOR WORK

19.01 Reporting for Work

- a) A full-time or part-time employee reporting for work on their regular 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 and a minimum of four (4) hours' pay if they do commence work.
- b) A relief employee reporting for work on their regular shift shall be paid their regular rate of pay for all hours worked, with a minimum of two (2) hours' pay.

ARTICLE 20 HOURS OF WORK

20.01 Normal Work Day and Normal Work Week

Except for those employees referred to in Schedule "B" of the 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) Community Services Employees

Normal hours of work shall consist of a maximum of up to ten (10) consecutive hours per day worked on four (4) consecutive days, or eight (8) consecutive hours on five (5) consecutive days, to a maximum of forty (40) hours per week. Employees may be required to work a continuous shift, eating their lunch/supper on the job during the shift.

- d) Notwithstanding the provisions of 20.01 (a), (b) and (c), the Employer and the Union, may vary the start-quit time by mutual agreement between the Parties.

20.02 Exceptions to Normal Work Day, Normal 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 20.01, 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.

20.03

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.

20.04

Rest Periods

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

20.05

Change of Shifts

- a) There shall be a minimum of twelve (12) consecutive hours off duty between the completion of one (1) work shift and the commencement of the next. All hours by which such changeover fall short of twelve (12) consecutive hours shall be paid at overtime rates.
- b) Employees may exchange shifts with the approval of the Employer provided that advance notice in writing is given and provided that there is no increase in cost to the Employer.

ARTICLE 21 OVERTIME

21.01

Overtime Defined

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 and three quarters ($1\frac{3}{4}$) for the first (1st) two (2) hours and double time (2x) thereafter.
- b) On an employee's day of rest, double time (2x).

21.02

Authorization

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

21.03

Paid Time Off in Lieu of Worked Overtime

Subject to the Employer's operational requirements, employees may consider paid time off in lieu of worked overtime. Time off will only be taken upon mutual agreement between the employee and their Supervisor, provided that any unused banked time will be paid out once yearly at year end in December. Paid time off shall be provided at the same rate as the applicable overtime rates.

ARTICLE 22 CALL OUTS

22.01 Called After or Before Normal Day's Work

Subject to the provisions of Articles 22.02 and 22.03, 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 time (2x) for all hours worked. Such employees shall be guaranteed a minimum of two (2) hours' work or two (2) hours' pay at the double time (2x) rate. This guarantee shall not apply when a call-out extends into an employee's normal working hours.

22.02 Before the End of Normal Day's Work Called for After Normal Day's Work

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 time (2x) rate.

22.03 Before the End of Normal Day's Work Called for Before Next Normal Day's Work

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 time (2x) rate.

ARTICLE 23 STANDBY (ON-CALL)

23.01 On Call Premium

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.

23.02 Standby and Call-Outs

The provisions of Article 22 (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 their 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.

23.03 Paid Time Off in Lieu

Subject to the Employer's operational requirements, employees may consider paid time off in lieu of standby. Time off will only be taken upon mutual agreement between the employee and their supervisor, provided that any unused banked time will be paid once yearly at year end in December. Paid time off shall be provided at the same rate as the applicable standby rates.

ARTICLE 24 SHIFT PREMIUM

24.01 Shift Premium Defined

A premium shift is defined as any shift that commences or ends outside of the hours as set out in Article 20.01(a) and (b).

24.02 Premium Amount

An employee shall receive a premium of one dollar (\$1.00) per hour for all hours worked on a premium shift as defined in this Agreement if fifty percent (50%) of the hours fall within the premium shift time.

ARTICLE 25 STATUTORY HOLIDAYS

25.01 Statutory Holidays Listed

The Employer will observe the following as paid statutory holidays:

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

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

Four (4) Floating Holidays - The floating holidays shall be taken at any time at the discretion of the employee, with the mutual agreement of their supervisor.

25.02 Another Day is Substituted

If by law, declaration or proclamation another day is substituted for the observance of a statutory holiday listed in Article 25.01, the day of observance shall be considered as the holiday insofar as payment for the listed statutory holiday is concerned.

25.03 When Holiday Falls on Non-Working Day

If a statutory 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 deemed to be the holiday.

25.04 When Holiday Falls on Non-Working Day for an Employee

Subject to the provisions of Article 25.07, 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.

25.05 Payment for Statutory Holidays

Subject to the provisions of Article 25.07, employees to whom Article 25.04 does not apply shall receive holiday pay at their regular rates of pay for each of the statutory or public holidays mentioned in Article 25.01.

25.06 Working on a Statutory Holiday

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

25.07 Qualification for Statutory Holiday Pay

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 purposes of this section.

25.08 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.

25.09 While on Layoff

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 25.07.

ARTICLE 26 ANNUAL VACATIONS

26.01 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~~ **current** calendar year. Payment for vacation shall be at the employee's rate of pay at the time they take vacation.

26.02

Completed Years of Service (as of January 1st of the current calendar year)	Weeks of Vacation with Pay
Start year (Year 1)	Three (3) calendar weeks prorated to start date
2 to 7	Three (3) calendar weeks
8 to 15	Four (4) calendar weeks
16 to 19	Five (5) calendar weeks
20 to 24	Six (6) calendar weeks
25 years	Six (6) calendar weeks plus one (1) day
After 25 years	Six (6) calendar weeks plus one (1) additional day for every year to a maximum of 5 additional days.

26.03

Employee on Lay-Off

The provisions of Articles 26.02, shall not apply to an employee who is laid off. Vacation pay entitlement for such employee shall be as follows.

- a) For each of the first eight (8) years of service, as calculated under the provisions of Article 26.02, six percent (6%) of their total earnings during the current calendar year, to be paid to them at the time of layoff; or if the employee so elects, to be paid to them as vacation pay during the following calendar year when they may take a vacation not exceeding three (3) calendar weeks.
- b) For the ninth (9th) and up to and including the sixteenth (16th) year of service, as calculated under the provisions of Article 26.02, eight percent (8%) of their total earnings during the current calendar year, to be paid to them at the time of layoff; or if the employee so elects, to be paid to them as vacation pay during the following calendar year when they may take a vacation not exceeding four (4) calendar weeks.
- c) For the seventeenth (17th) and up to and including the twentieth (20th) year of service as calculated under the provisions of Article 26.02, ten percent (10%) of their total earnings during the current calendar year, to be paid to them at the time of layoff; or if the employee so elects, to be paid to them as vacation pay during the following calendar year when they may take a vacation not exceeding five (5) calendar weeks.
- d) For the twenty-first (21st) and up to and including the twenty-ninth (29th) year of service as calculated under the provisions of Article 26.02, twelve percent (12%) of their total earnings during the current calendar year, to be paid to them at the time of layoff; or if the employee so elects, to be paid to them as vacation pay during the following calendar year when they may take a vacation not exceeding six (6) calendar weeks.
- e) For the thirtieth (30th) and subsequent years of service as calculated under the provisions of Article 26.02, fourteen percent (14%) of their total

earnings during the current calendar year, to be paid to them at the time of layoff; or if the employee so elects, to be paid to them as vacation pay during the following calendar year when they may take a vacation not exceeding seven (7) calendar weeks.

26.04 Paid Vacation at Time of Layoff

An employee who is paid their vacation entitlement at the time of layoff shall not be entitled to a paid vacation during the following calendar year.

26.05 While on Long Term Disability

Employees on Long Term Disability will not accrue vacation entitlement.

26.06 Becoming a Regular Full Time Employee

An employee who becomes a regular full-time employee shall be entitled to a paid vacation during the calendar year for which they have accrued vacation entitlement. Payment shall be on a pro-rated basis.

26.07 Scheduling of Vacations

Vacations shall be granted at such time as is mutually agreed upon by the employee and the Employer. Employees shall submit their vacation preference by March 31st of each year and choice of vacation period shall be accorded the employee with the greatest seniority.

26.08 Earned Vacations Shall be Taken When

Vacations earned during the vacation year shall be taken in the calendar year and cannot be postponed without the written consent of the Employer.

26.09 Termination of Employment

In the event of termination of employment, vacation entitlement will be calculated as for the period of earnings for which vacation has been earned but not taken, in accordance with Articles 26.02.

ARTICLE 27 LEAVE OF ABSENCE

27.01 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 approve.

27.02 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.

27.03 Conventions or Meetings

In addition to the leaves allowed under Article 27.02, 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.

27.04 Bereavement Leave

In the event of a death in the immediate family of an employee, the Employer shall grant an employee a maximum of five (5) days of absence with pay. Additional leave of absence with pay for travel, may be granted by the Administrator. "Immediate family" shall mean; spouse, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, common-law-spouse, step-parents, step-children, foster children, foster parents, and any relative residing in the employee's household.

In the event of the death of an aunt, uncle, niece, nephew or a first cousin, the Employer shall grant an employee one (1) day leave of absence with pay to attend the funeral. Additional leave of absence with pay for travel may be granted by the CAO.

In the event of death of a spouse, son, daughter, step-child or grandchild, an additional five (5) days with pay shall be granted.

One-half (1/2) day shall be granted without loss of salary or wages to attend a funeral as a pallbearer, provided such employee has the approval of their Supervisor.

27.05 Maternity Leave/Parental Leave

- a) A pregnant employee who requests leave under this Article is entitled to up to seventeen (17) consecutive weeks of unpaid leave:
 - 1) Beginning
 - i) No earlier than eleven (11) weeks before the expected birth date, and
 - ii) No later than the actual birth date, and
 - 2) Ending
 - i) No earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and
 - ii) No later than seventeen (17) weeks after the actual birth date.
- b) An employee who requests leave under this Article after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.

- c) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, they are unable to return to work when their leave ends under subsection (a) or (b).
- d) A request for leave must:
 - 1) Be given in writing to the employer,
 - 2) If the request is made during the pregnancy, be given to the employer at least four (4) weeks before the day the employee proposes to begin leave, and
 - 3) If required by the employer, be accompanied by a medical 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 paragraph (c).
- e) A request for a shorter period under subsection (a)(2)(i) must:
 - 1) Be given in writing to the employer at least one (1) week before the date the employee proposes to return to work, and
 - 2) If required by the employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.
- f) An employee who requests parental leave under this section is entitled to:
 - 1) For a birth mother who takes leave under this Article in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under this Article unless the employer and employee agree otherwise.
 - 2) For a birth mother who does not take leave under this Article in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event,
 - 3) For a birth father, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event, and
 - 4) For an adopting parent, up to thirty-seven (37) consecutive weeks of unpaid leave beginning within fifty-two (52) weeks after the child is placed with the parent.
- g) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (f).

- h) A request for leave must:
- 1) Be given in writing to the employer,
 - 2) If the request is for leave under subsection (f)(1), (2) or (3), be given to the employer at least four (4) weeks before the employee proposes to begin leave, and
 - 3) If required by the employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- i) An employee's combined entitlement to leave under this Article is limited to fifty-two (52) weeks plus any additional leave the employee is entitled to under paragraph (c) or (g) of this Article.
- j) **Employment Deemed Continuous**
- The service of an employee who is absent from work in accordance with Article 27.05 shall be considered continuous for the purposes of this Agreement and any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plan in the same manner as if the employee were not absent where:
- i) The Employer pays the total cost of the plan, or
 - ii) The employee elects to continue to pay their share of the cost of the plan that is paid for jointly by the Employer and the employee.
- k) **Reinstatement**
- i) An employee who resumes employment on the expiration of the leave of absence granted in accordance with Article 27.05 shall be reinstated in all respects by the Employer in the position previously occupied by the employee, or in a comparable position, and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.
 - ii) Where the Employer has suspended or discontinued operations during the leave of absence granted under Article 27.05 and has not resumed operation on the expiry of the leave of absence, the Employer shall, on resumption of operations and subject to seniority provisions in this Collective Agreement, comply with Article 27.05 (k)(i).
- l) **Prohibition**
- i) The Employer shall not:
 - terminate an employee, or
 - change a condition of employment of an employee without the employee's written consent

Because of an absence authorized under Article 27.05 or because of the employee's pregnancy, unless the employee has been absent for a period exceeding that permitted under Article 27.05.

- ii) 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 27.05 or because of an employee's pregnancy, is on the Employer.

- m) All disputes under Article 27.05 will be subject to the normal Grievance Procedure.

27.06 Jury Duty or Court Witness

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

27.07 Family Responsibility Leave

An employee shall be entitled to up to five (5) days unpaid leave of absence during each employment year to meet responsibilities related to:

- a) The care, health or education of a child in the employee's care, or
- b) The care or health of any other member of the employee's immediate family.

27.08 Compassionate Care Leave

- a) In this Article, "family member" means:
 - a member of an employee's immediate family, and
 - any other individual who is a member of a prescribed class as defined in the Employment Standards Act.
- b) An employee who requests leave under this Article is entitled to up to eight (8) weeks of unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks, or such period as may be prescribed, after:
 - the date the certificate is issued, or
 - if the leave began before the date the certificate is issued, the date the leave began.
- c) The employee must give the Employer a copy of the certificate as soon as practicable.
- d) An employee may begin a leave under this Article no earlier than the first day of the week in which the period under subsection (b) begins.

- e) A leave under this Article ends on the last day of the week in which the earlier of the following occurs:
 - the family member dies;
 - the expiration of twenty-six (26) weeks or other prescribed period from the date the leave began.
- f) A leave taken under this Article must be taken in units of one (1) or more weeks.
- g) If an employee takes a leave under this Article and the family member to whom subsection (b) applies does not die within the period referred to in that subsection, the employee may take a further leave after obtaining a new certificate in accordance with subsection (b), and subsections (c) to (f) apply to the further leave.

27.09 Education Leave

An employee shall be entitled to a leave of absence with pay to write examinations for courses required by the Employer to upgrade their employment qualifications for the Employer. An employee may be granted up to two (2) years leave of absence without pay for educational leave at the discretion of the Employer.

ARTICLE 28 WAGES, SALARIES AND APPLICABLE PROVISIONS

28.01 Wage and Salary Rates

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

28.02 Payment in Lieu of Fringe Benefits for Part-Time and Relief Employees

New hires will be paid 15.5% in lieu under this Article. (this will not apply to employees hired before ratification)

28.03 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 an employee is temporarily assigned to a lower-rated classification, they shall continue to receive their regular rate of pay.
- c) In the event an employee is demoted to a lower-rated classification, they shall receive the lower rate of pay.

28.04 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.

28.05

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) Waterworks Department (when working in ditches or manholes where muddy conditions are present) seventy cents (70¢)/hour
 - ii) Sewer, when raw sewage is present in manholes, ditches or lagoons. one dollar (\$1.00)/hour
 - iii) Road patching with hot mix one dollar (\$1.00)/hour
 - iv) Any other work where, in the opinion of the Employer, a premium for dirty work should be paid. seventy cents (70¢)/hour
 - v) Spraying pesticides one dollar (\$1.00)/hour
 - vi) Cemetery Employees (when these employees are required to exhume human remains, shall be paid a premium of one hundred dollars (\$100.00) per employee for such work for 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.
- c) When dirty work is intermittent, payment of the premium shall be at the discretion of the Supervisor on the job, who will determine the number of hours for which the premium shall be paid.

28.06

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.

28.07

Reimbursement of Tuition Fees

All educational courses must be directly related to the employee's current employment position and required by the Employer in order to be eligible for full reimbursement of tuition fees.

Approval for the cost recovery of tuition fees for other educational courses that would upgrade an employee's skills for a different position with the Employer will be subject to the discretion of the CAO.

ARTICLE 29 WEEKLY INDEMNITY

29.01 Weekly Indemnity Plan

Weekly Indemnity up to twenty-six (26) weeks coverage commencing on the fourth (4th) day of accident or illness, will provide the following benefit:

- a) One hundred percent (100%) of an employee's regular hourly or monthly rate of pay (less normal deductions for statutory and insured benefits, taxes, dues).

29.02 Weekly Indemnity Benefits and Cost Formula

- a) The costs of the Weekly Indemnity Plan shall be offset by an administrative services plan covering sixty-six and two-thirds percent (66 2/3%) of the employee's gross regular weekly earnings. In addition, the sixty-six and two-thirds percent (66 2/3 %) Weekly Indemnity benefit will be topped off by the Employer to provide one hundred percent (100%) of normal take-home pay.
- b) The regular pay shall be continued provided the employee follows the requirements of the Employer and/or the Insurance Carrier.

29.03 Waiting Period and Benefit Eligibility

The three (3) day waiting period prior to the commencement of Weekly Indemnity shall be paid at the employee's regular rate of pay. The following absences do not qualify for benefits under the plan.

- a) Each day of absence for each separate occurrences of sickness or disability in excess of three (3) occurrences per calendar year.

In such cases of absence due to illness, injury or abuse of the waiting period, over three (3) occurrences per year, which conclude prior to the three (3) day waiting period, the Employer may require the employee to provide a medical certificate from a qualified practitioner to substantiate the employee's absence from work. Failure to provide such medical certificates on request, for those employees utilizing more than three (3) separate occurrences for illness or accidents shall mean forfeiture of wages for the three (3) day waiting period.

- b) Maternity Leave.

29.04 Workers Compensation Act

Where disability benefits are payable under the Workers Compensation Act, the employee shall have their Workers Compensation Board benefits augmented by the Employer so as to provide one hundred percent (100%) of the employee's take-home pay. Such earnings will be subject to normal benefit and statutory deductions. The benefits shall be payable to a maximum of twenty-six (26) weeks provided the employee authorizes the Employer in writing to request that WCB turn over such earnings to the Employer.

29.05 General Principles

Participation in the Weekly Indemnity Plan is mandatory.

29.06 Premium Cost

The premium cost for the Weekly Indemnity Plan shall be paid sixty percent (60%) by the Employer and forty percent (40%) by the employee.

29.07 Start Date

Coverage for the foregoing will start 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.

29.08 Administration

The administration of the insured benefit plan will reside with the Employer.

29.09 Medical Placement

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

If a problem arises in terms of placement of such an individual, the Employer and the Union will meet through the Labour Management Committee to review the circumstances.

ARTICLE 30 SUPERANNUATIONS

30.01 Municipal Pension Plan

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 provisions of the Municipal Pension Plan.

ARTICLE 31 HEALTH AND BENEFITS COVERAGE

The following benefits will be provided to municipal employees and their spouses, including same-sex spouse.

Changes in coverage of the benefit plans shall only be by mutual agreement between the parties.

31.01 Group Life Insurance and Accidental Death and Dismemberment

Group Life Insurance and Accidental Death and Dismemberment for each eligible employee to twice (2x) annual earnings and double (2x) indemnity for Accidental Death and Dismemberment. The premium for the Group Life and Accidental Death and Dismemberment Plan shall be paid one hundred percent (100%) by the employer.

31.02 Medical Services Plan

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

31.03 Extended Health Benefit Plan

Each eligible employee shall be enrolled in the Extended Health Benefit Plan at no cost to the employee. The plan will cover vaccine shots. The plan will cover vision care/Laser Eye Surgery at five hundred (\$500.00) dollars every second (2nd) year and one hundred and ten (\$110.00) dollars toward bi-annual eye examination. Paramedical services are covered up to a maximum of one thousand and five hundred dollars (\$1,500 per year).

Pay Direct Card for prescription medication, with eighty (80%) percent coverage.

31.04 Dental Plan

A Dental Plan will be provided based on the following general principles:

- a) Basic Dental Services (Plan "A") – Plan pays one hundred (100%) percent of approved schedule of fees.
- b) Prosthetics, Crowns and Bridges (Plan "B") – Plan pays fifty (50%) percent of approved schedule of fees. Effective January 1, 2016 the plan pays sixty (60%) percent of approved schedule of fees.
- c) Orthodontics (Plan "C") – Plan pays sixty (60%) percent of approved schedule of fees to a maximum lifetime limit of three thousand (\$3,000.00) dollars per person.

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

31.05 Hearing Aid

Hearing Aid – one thousand five hundred (\$1,500.00) dollars every five (5) calendar years, including family.

31.06 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 the probation period when an employee becomes eligible to have their name entered on the seniority list.
- c) Dental Coverage commences on the date of completion of the probation period.
- d) Coverage during layoff will be provided as follows:

In the event of layoff, full coverage excluding Weekly Indemnity and LTD 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 an 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 by the employee.

31.07 Employee Assistance Plan

The Employer will provide eligible employees and their immediate family access to the Employee Family Assistance Plan at no cost to the employee.

31.08 Long Term Disability

Each eligible employee shall be enrolled in the Long Term Disability Plan. The employee is responsible for one hundred (100%) percent of the premium costs.

Long Term disability coverage is sixty-seven (67%) percent of monthly basic earnings rounded to the next higher one dollar (\$1.00) to maximum of three thousand five hundred dollars (\$3,500.00). The Long Term Disability benefits begin at day one hundred eighty-three (183) of the disability. Benefit period coverage is to age sixty-five (65) or earlier retirement.

ARTICLE 32 BULLETIN BOARDS

32.01 Union Notices

Union notices may be posted on designated bulletin boards.

ARTICLE 33 TECHNOLOGICAL CHANGE

33.01 Disputes

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

33.02 Introduction of a Technological Change

Where the Employer introduces, or intends to introduce, a 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 either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an Arbitration Board pursuant to

Article 12 of this Collective Agreement, bypassing all other steps in the grievance procedure.

33.03 Arbitration Board

The Arbitration Board 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 Arbitration Board:

- a) Shall inform the Minister of Labour of its findings; and
- b) May then or later make any one of 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 Arbitration Board 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 Arbitration Board considers reasonable.

33.04 Notice

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 34 HEALTH AND SAFETY

34.01 Cooperation on Safety

The Union and the Employer shall cooperate in promoting and improving rules and practices which promote an occupational environment which will enhance the physiological and psychological conditions of employees and which will provide protection from factors adverse to employee health and safety.

There shall be no discrimination, no penalty, no intimidation and no coercion when employees comply with this Health and Safety Article.

34.02 Union-Employer Health and Safety Committee

A Health and Safety Committee shall be established which is composed of an equal number of Union and Employer representatives, but with a minimum of one (1) Union and one (1) Employer representatives. The Health and Safety Committee shall hold meetings at least once per month, or more frequently if requested by the Union or by the Employer, for jointly considering, monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union.

34.03 Time Off for Health and Safety Training

Union members of the Health and Safety Committee shall be entitled to time off from work with no loss of seniority or earnings to attend education courses and seminars sponsored by government agencies or the Union for instruction and upgrading on health and safety matters, upon the mutual agreement of the Employer.

34.04 Health and Safety Committee Pay Provisions

Time spent by members of the committee in the course of their duties shall be considered as time worked and shall be paid for in accordance with the terms of this agreement.

34.05 Access to the Workplace

Members of the Health and Safety Committee shall conduct an inspection of the public works area and arena at least once per month. Other areas will be inspected annually. No restriction shall be placed on this inspection.

In the event of an accident, an incident or an occupational health problem, a Union member of the Health and Safety Committee shall be allowed to complete an investigation of the occurrence.

Union staff or Union health and safety advisors or consultants shall be provided access to the workplace if required to attend Health and Safety Committee meetings, or for inspecting, investigating, surveying, or monitoring the workplace.

34.06 Polio, Tetanus and Other Necessary Immunization

The Employer agrees to pay for inoculations for employees who regularly work on sewer cleaning, refuse collection and disposal, animal control and operations offering similar access to disease with polio, hepatitis A, B, and other necessary immunization, upon receipt being submitted by the employee to the Employer.

34.07 Personal Protective Clothing

The Employer shall provide Leisure Services workers and Outside workers with gloves, coveralls and rain gear as required in accordance with past practice. The Employer further agrees to supply employees working in the sewer with rubber boots and rubber gloves.

Employees who are required to use safety-toed C.S.A.-approved footwear in the performance of their duties will be entitled to a boot allowance of up to two hundred dollars (\$200.00) every year and may carry over the allowance for one year, upon submitting receipt to the Employer. Boots purchased must be safety-toed and to C.S.A. approval. Receipts showing proof of purchase shall be provided to the Employer.

ARTICLE 35 FLEX COMMITTEE

To support work-life balance and employee well-being, a Flex Committee will be established. The Committee's main role will be to develop and manage the Flex Schedule process, ensuring it meets both operational needs and employee requirements.

Committee Objectives:

1. Develop EDO/Flex Schedule LOU: Create a clear EDO/Flex Schedule Letter of Understanding (LOU) covering eligibility, application procedures, and scheduling.
2. Implementation Strategy: Design an effective plan to integrate the EDO/Flex Schedule LOU into current operations smoothly.
3. Monitoring and Evaluation: Regularly review the EDO/Flex Schedule LOU's effectiveness and make necessary adjustments for better efficiency and responsiveness.
4. Issue Resolution: Address any EDO/Flex Schedule-related concerns or challenges, proposing solutions and changes as needed.

Committee Composition:

The Committee will include representatives from various departments to ensure a comprehensive and inclusive policy development process. It will consist of 3 management representatives and 3 Local Union representatives. A representative from each side of the Labour Management Committee (LMC) will serve as chair. The Committee can invite other employees to discuss specific work sites or issues when necessary.

Timeline and Milestones:

The Committee will establish the EDO LOU within 6 months of ratification and provide regular updates at key development stages.

ARTICLE 36 PRINTING OF AGREEMENT

36.01 Printing of Collective Agreement

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

ARTICLE 37 TERM OF AGREEMENT

37.01 Dates of the Agreement

This Agreement shall take effect from January 1, 2024 and shall remain in effect until December 31, 2026, 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 Industrial Relations Act. 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.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 9th day of October 2024.

ON BEHALF OF:

TOWN OF OSOYOOS

Sue McKortoff
Sue McKortoff (Oct 15, 2024 10:39 PDT)

Sue McKortoff, Mayor

Rod Risling

Rod Risling, Chief Administrative Officer

Marg Coulson
Marg Coulson (Oct 11, 2024 15:23 PDT)

Marg Coulson, Corporate Officer

ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 608

Shelie Best
Shelie Best (Oct 9, 2024 15:26 PDT)

Shelie Best, Local 608 President

Sarah Dynneson
Sarah Dynneson (Oct 9, 2024 20:11 PDT)

Sarah Dynneson,
Bargaining Committee Member

Sara Manchester
Sara Manchester (Oct 9, 2024 14:45 PDT)

Sara Manchester, National Representative

Schedule "A"
Pay Grid

Classification	Jan 1, 2023	Jan 1, 2024 4%	July 1, 2024 4%	Jan 1, 2025 4%	Jan 1, 2026 3.25%
Senior Building Inspector	\$ 48.76	\$ 50.71	\$ 52.74	\$ 54.85	\$ 56.63
Senior Planner	\$ 45.96	\$ 47.80	\$ 49.71	\$ 51.70	\$ 53.38
Building Inspector	\$ 45.38	\$ 47.20	\$ 49.09	\$ 51.05	\$ 52.71
Operations Technician	\$ 45.38	\$ 47.20	\$ 49.09	\$ 51.05	\$ 52.71
Community Planner	\$ 42.45	\$ 44.15	\$ 45.92	\$ 47.76	\$ 49.31
Foreman	\$ 41.72	\$ 43.39	\$ 45.13	\$ 46.94	\$ 48.47
Mechanic with EVT	\$ 40.32	\$ 41.93	\$ 43.61	\$ 45.35	\$ 46.82
Senior Wastewater Operator	\$ 40.32	\$ 41.93	\$ 43.61	\$ 45.35	\$ 46.82
Senior Water Operator	\$ 40.32	\$ 41.93	\$ 43.61	\$ 45.35	\$ 46.82
Mechanic without EVT	\$ 38.97	\$ 40.53	\$ 42.15	\$ 43.84	\$ 45.26
Senior Accounting Clerk	\$ 38.07	\$ 39.59	\$ 41.17	\$ 42.82	\$ 44.21
Level II Wastewater Operator	\$ 37.80	\$ 39.31	\$ 40.88	\$ 42.52	\$ 43.90
Level II Water Operator	\$ 37.80	\$ 39.31	\$ 40.88	\$ 42.52	\$ 43.90
Planning Technician	\$ 37.62	\$ 39.12	\$ 40.68	\$ 42.31	\$ 43.69
Lead Hand -Water/Wastewater Works	\$ 37.33	\$ 38.82	\$ 40.37	\$ 41.98	\$ 43.34
Mechanical Technician	\$ 36.22	\$ 37.67	\$ 39.18	\$ 40.75	\$ 42.07
Community Services Program Supervisor	\$ 36.14	\$ 37.59	\$ 39.09	\$ 40.65	\$ 41.97
Utility Equipment Operator	\$ 35.98	\$ 37.42	\$ 38.92	\$ 40.48	\$ 41.80
Level 1 Water/Wastewater Operator	\$ 35.98	\$ 37.42	\$ 38.92	\$ 40.48	\$ 41.80
Lead Hand - Arena	\$ 35.33	\$ 36.74	\$ 38.21	\$ 39.74	\$ 41.03
Equipment Operator	\$ 34.40	\$ 35.78	\$ 37.21	\$ 38.70	\$ 39.96
Parks Maintenance Specialist	\$ 34.40	\$ 35.78	\$ 37.21	\$ 38.70	\$ 39.96
Accounting Clerk	\$ 33.16	\$ 34.49	\$ 35.87	\$ 37.30	\$ 38.51
Payroll Accounting Clerk	\$ 33.16	\$ 34.49	\$ 35.87	\$ 37.30	\$ 38.51
Maintenance Worker	\$ 32.80	\$ 34.11	\$ 35.47	\$ 36.89	\$ 38.09
Operator in Training	\$ 32.80	\$ 34.11	\$ 35.47	\$ 36.89	\$ 38.09
Utility Person	\$ 32.80	\$ 34.11	\$ 35.47	\$ 36.89	\$ 38.09
Planning & Community Development Secretary	\$ 32.72	\$ 34.03	\$ 35.39	\$ 36.81	\$ 38.01
Recreation Facilities Attendant	\$ 32.54	\$ 33.84	\$ 35.19	\$ 36.60	\$ 37.79
Community Services Administrative Support	\$ 31.21	\$ 32.46	\$ 33.76	\$ 35.11	\$ 36.25
Corporate Services Administrative Support	\$ 31.21	\$ 32.46	\$ 33.76	\$ 35.11	\$ 36.25
Fire Services Administrative Support	\$ 31.21	\$ 32.46	\$ 33.76	\$ 35.11	\$ 36.25
Operational Services Clerk	\$ 31.21	\$ 32.46	\$ 33.76	\$ 35.11	\$ 36.25
Relief Clerk	\$ 29.97	\$ 31.17	\$ 32.42	\$ 33.72	\$ 34.82
Labourer II	\$ 27.21	\$ 30.63	\$ 31.36	\$ 33.13	\$ 34.21
Landfill Weigh Scale Clerk	\$ 28.44	\$ 29.58	\$ 30.76	\$ 31.99	\$ 33.03

Relief Landfill Weigh Scale Clerk	\$ 28.44	\$ 29.58	\$ 30.76	\$ 31.99	\$ 33.03
Community Programmer	\$ 27.09	\$ 28.17	\$ 29.30	\$ 30.47	\$ 31.46
Swim Instructor	\$ 25.18	\$ 26.19	\$ 27.24	\$ 28.33	\$ 29.25
Building Service Worker	\$ 24.85	\$ 25.84	\$ 26.87	\$ 27.94	\$ 28.85
Labourer I	\$ 24.43	\$ 25.41	\$ 26.43	\$ 27.49	\$ 28.38
Community Services Assistant	\$ 22.72	\$ 23.63	\$ 24.58	\$ 25.56	\$ 26.39
Relief Program Assistant	\$ 22.72	\$ 23.63	\$ 24.58	\$ 25.56	\$ 26.39
Seasonal Park Ambassador	\$ 21.53	\$ 22.39	\$ 23.29	\$ 24.22	\$ 25.01
Student	\$ 18.51	\$ 19.25	\$ 20.02	\$ 20.82	\$ 21.50

New Hire Rates:

1. During probationary period: ninety (90%) percent of rates in Schedule "A"
2. After probationary period: one hundred (100%) percent of rates in Schedule "A"

This does not include "Students".

**One (1) year equals two thousand and eighty (2080) hours for employees working eight (8) hours daily and one thousand eight hundred and twenty (1820) hours for seven (7) hour employees.

Trade Rate:

An employee who possesses a current trade certificate (or an employee who has worked in the trades carrying out the duties of a Journeyman tradesperson for at least five (5) years) and performs work outside of their current job description which requires use of their trade, shall be paid an additional two (\$2.00) dollars per hour for each hour for which they perform such work.

SCHEDULE "B"

TOWN OF OSOYOOS

EXCEPTIONS TO NORMAL SHIFT CHANGES – SCHEDULE "B"

1. 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, subject to item 2 below.
2. Should the Employer and the Union fail to agree, the following will prevail:
 - a) If the Union and Employer cannot agree to the above, the matter of shift schedules and shift premium in accordance with Article 24 shall be referred within five (5) working days, to a representative of the Union and the Administrator. Failing agreement at this stage, the matter will be settled in accordance with the following:
 - It is agreed that various shifts, whether covered by Schedule "B" or not can be implemented or changed, consistent with the guidelines outlined.
 - In the event a dispute arises out of the term of (iii) below, the dispute will be referred to the Preventative Mediator 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 20) Hours of Work provisions of the Collective Agreement between the Parties.
 - 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 Mediator will examine the positions of both parties and will make a binding recommendation taking into account the terms of reference noted above.
 - v) The Parties agree that the Preventative Mediator to be named for the term of the Collective Agreement is Mr. Vince Ready.
 - vi) It is further agreed that the shifts to be implemented under this amendment will not affect current standby practices.
3. The Employer will plan shifts as far in advance as possible prior to the aforementioned meetings.
4. The intent would be to remove certain operations in Schedule "B" from the Overtime and Hours of Work provisions of the Collective Agreement. 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. Said mutual agreement will not be unreasonably withheld.

II HOURS AND DAYS OF WORK

1. 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:

III SPECIAL CONDITIONS FOR SUN BOWL MAINTENANCE EMPLOYEES

1. The parties agree that Sun Bowl Arena maintenance employees will work under a Summer and Winter Schedule. Management retains the right to determine a flexible work schedule that serves the needs of the general public and user groups.
2.
 - a) The normal Summer workweek for such employees shall be eight (8) hours per day for five (5) consecutive days, followed by two (2) consecutive days of rest. The normal Winter workweek shall be eight and one-half (8½) hours per day for six (6) consecutive days, followed by three (3) consecutive days of rest.
 - b) Special events (tournaments, carnivals, conventions, etc.) will result in changes to the winter or summer shift schedule.
 - c) Extended shift schedules will be required to facilitate the transition into and out of the winter schedule.
 - d) The start time of a shift schedule may be altered by up to two (2) hours to facilitate the needs of user groups.
 - e) In the event a situation arises that is beyond the control of an employee and which precludes that employee from working a scheduled shift, management may require another employee to switch shifts in order to provide coverage for the employee who is unable to work. Where possible, the employer shall give at least forty-eight (48) hours' notice for such a shift change. No employee shall be required to change their shift if such a change is in conflict with a previously scheduled private engagement.

LETTER OF UNDERSTANDING #1

BETWEEN

THE TOWN OF OSOYOOS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 608

RE: Parks and Town Maintenance

The Parties agreed to the assignment of Utility and Labourer classifications to a weekend shift schedule for the purposes of Parks and Town maintenance. The Parties agree that the following principles shall be adhered to while such employees are assigned:

- a) Employees who have worked forty (40) hours during the week, will be scheduled on Saturday and Sunday and paid a premium of thirty-three (33%) percent of pay for each hour scheduled on the weekend up to a maximum of eight (8) hours per day. These hours can be banked or paid out.
- b) On any holiday, as listed or proclaimed (as per Article 25.01), an assigned employee shall be compensated at double (2x) time and paid a premium of thirty-three (33%) percent of pay for each hour scheduled on a holiday up to a maximum of eight (8) hours per day. These hours can be banked or paid out.
- c) When the assigned employee has completed all necessary work related to parks and town maintenance, they shall be assigned to duties of their normal classification to complete their scheduled hours of work in that day.
- d) It is understood by the Parties that such assignments are summer seasonal in nature with starting and ending period based on the operational needs of the Employer.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 9th day of October 2024.

ON BEHALF OF:
TOWN OF OSOYOOS

Sue McKortoff
Sue McKortoff (Oct 15, 2024 10:39 PDT)

Sue KcKortoff, Mayor

Rod Risling

Rod Risling, Chief Administrative Officer

Marg Coulson
Marg Coulson (Oct 11, 2024 13:23 PDT)

Marg Coulson, Corporate Officer

ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 608

Shelie Best
Shelie Best (Oct 9, 2024 15:26 PDT)

Shelie Best, Local 608 President

Sarah Dynneson
Sarah Dynneson (Oct 9, 2024 20:11 PDT)

Sarah Dynneson,
Bargaining Committee Member

Sara Manchester
Sara Manchester (Oct 9, 2024 14:45 PDT)

Sara Manchester, National Representative

October 27, 2011; Renewed March 5, 2015; Renewed November 24, 2020, Renewed June 21, 2024

LETTER OF UNDERSTANDING #2

BETWEEN

THE TOWN OF OSOYOOS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 608

RE: Job Training

The parties agree that, 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.

It is understood that, where training is provided, employees eligible for training must be currently working in the occupational group within which training is available.

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.

The parties intend that 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 the collective agreement.

The above process also applies to employees being displaced by the contracting out of their jobs.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 9th day of October 2024

ON BEHALF OF:
TOWN OF OSOYOOS

Sue McKortoff
Sue McKortoff (Oct 15, 2024 10:39 PDT)

Sue McKortoff, Mayor

Rod Risling

Rod Risling, Chief Administrative Officer

Marg Coulson
Marg Coulson (Oct 11, 2024 15:23 PDT)

Marg Coulson, Corporate Officer

ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 608

Shelie Best
Shelie Best (Oct 9, 2024 15:26 PDT)

Shelie Best, Local 608 President

Sarah Dynneson
Sarah Dynneson (Oct 9, 2024 20:11 PDT)

Sarah Dynneson,
Bargaining Committee Member

Sara Manchester
Sara Manchester (Oct 9, 2024 14:45 PDT)

Sara Manchester, National Representative

Renewed as amended December 8, 1992; Renewed January 8, 1997; Renewed as amended May 23, 2000; May 26, 2008; October 27, 2011; March 5, 2015; Renewed November 24, 2020, Renewed June 21, 2024

LETTER OF UNDERSTANDING #3

BETWEEN

THE TOWN OF OSOYOOS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 608

RE: Water System and Sewer Maintenance

The Parties have agreed to continue the practice of assigning employees, in rotation, to a shift schedule for the primary purpose of maintaining pumps and systems in the water and sewers systems of the Town. The Parties agree that the following principles shall be adhered to while such employees are so assigned:

- A. In rotation, an employee shall be assigned to water and sewer system maintenance on a shift which shall require eleven (11) consecutive work days, followed by four (4) days off.
- B. An employee while assigned to the shift in (A) above, shall be required to standby for emergent water and sewer system work for a period of seven (7) days of the eleven (11) day rotation as per past practice.
- C. The responsibility for maintenance of pumps shall fall to that employee on shift, in (A) above, while assigned to that shift, except in emergent situations.
- D. While assigned to the shift in (A) above, the employee shall be paid at straight time rates for all work performed in the normal eight (8) hour day. Overtime will only be claimed in the event an assigned employee exceeds the normal eight (8) hours in any day.
- E. The normal hours of work for an assigned employee in (A) above, on Saturdays and Sundays shall be six (6) hours of work for eight (8) hours' pay.
- F. On any holiday, as listed or proclaimed (as per Article 25.01), an assigned employee in (A) above shall be compensated at double (2x) time for eight (8) hours and required to perform six (6) hours work on the holiday.
- G. When an assigned employee in (A) above has completed all necessary related work to the water and sewer systems and has not completed the normal hours in any work day, they shall be assigned to duties of their normal classification to complete their normal hours of work in any day.
- H. It is understood by the Parties that such assignments may be seasonal in nature and not necessarily result in a year round assignment.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 9th day of October 2024

ON BEHALF OF:
TOWN OF OSOYOOS

Sue McKortoff
Sue McKortoff (Oct 15, 2024 10:39 PDT)

Sue McKortoff, Mayor

Rod Risling

Rod Risling, Chief Administrative Officer

Marg Coulson
Marg Coulson (Oct 11, 2024 15:23 PDT)

Marg Coulson, Corporate Officer

ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 608

Shelie Best
Shelie Best (Oct 9, 2024 15:26 PDT)

Shelie Best, Local 608 President

Sarah Dynneson
Sarah Dynneson (Oct 9, 2024 20:11 PDT)

Sarah Dynneson,
Bargaining Committee Member

Sara Manchester
Sara Manchester (Oct 9, 2024 14:45 PDT)

Sara Manchester, National Representative

Date: December 8, 1992; Renewed January 8, 1997; May 23, 2000; May 26, 2008; October 27, 2011; March 5, 2015; Renewed November 24, 2020, Renewed June 21, 2024

LETTER OF UNDERSTANDING #4

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

RE: Relief Program Assistant

Whereas the Employer may require the use of a relief employee to fill the position of Program Assistant; and

Whereas the pay rate for Relief Clerk is not consistent with that of Program Assistant;

Now therefore the Employer and Union agree as follows:

- 1) A new classification of Relief Program Assistant is hereby established.
- 2) The Relief Program Assistant classification is created for the purpose of providing relief coverage at the Sonora Community Centre for program support;
- 3) The Relief Program Assistant position will be paid at the same hourly rate as the Program Assistant Position;
- 4) The employees hired for Relief Clerk may be called in for either the Relief Clerk or Relief Program Assistant classification at the rate of pay established for the classification they will be working; however, the employee hired for Relief Program Assistant may be called in for that classification only.
- 5) Call out for Relief Program Assistant will be in order of seniority

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 9th day of October 2024

ON BEHALF OF:
TOWN OF OSOYOOS

Sue McKortoff
Sue McKortoff (Oct 15, 2024 10:39 PDT)

Sue McKortoff, Mayor

Rod Risling

Rod Risling, Chief Administrative Officer

Marg Coulson
Marg Coulson (Oct 11, 2024 15:23 PDT)

Marg Coulson, Corporate Officer
Renewed June 21, 2024

ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 608

Shelie Best
Shelie Best (Oct 9, 2024 15:26 PDT)

Shelie Best, Local 608 President

Sarah Dynneson
Sarah Dynneson (Oct 9, 2024 20:11 PDT)

Sarah Dynneson,
Bargaining Committee Member

Sara Manchester
Sara Manchester (Oct 9, 2024 14:45 PDT)

Sara Manchester, National Representative

LETTER OF UNDERSTANDING #5

BETWEEN:

THE TOWN OF OSOYOOS

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 608

RE: Lead Hand – Water/Wastewater

Whereas the Employer would like to provide the opportunity for the development of staff in a supervisory role within the water and wastewater section of the Operational Services Department; and

Whereas this supervisory position would consist of the placement of an existing FTE in the role of Lead Hand – Water/Wastewater (“Lead Hand”) for the water and wastewater section; and

Whereas the position would not be in addition to the four Water/Wastewater Operator FTE’s already with in the collective agreement and would be filled from current staffing levels.

Now therefore the Employer and Union agree as follows:

1. The position of Lead Hand would be supplemented with a \$1.25 increase in hourly rate for the duration of the term;
2. The term is limited to one (1) year with the option to extend to two (2) years should the employer warrant the need;
3. The Lead Hand position will be posted in accordance with the current Collective Agreement;
4. The employer is using this term position to evaluate the need and/or potential benefit for front line supervision;
5. This term position in no way constitutes that the Lead Hand will be a permanent full-time position;
6. The employer reserves the right to re-evaluate, re-assign, or revoke this position at any time providing the union and current position holder with 30 calendar days’ notice.

This Letter of Understanding will supplement the current collective agreement and will in no way hamper future negotiations with regards to a Lead Hand position.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 9th day of October 2024.

ON BEHALF OF:
TOWN OF OSOYOOS

Sue McKortoff
Sue McKortoff (Oct 15, 2024 10:39 PDT)

Sue McKortoff, Mayor

Rod Risling

Rod Risling, Chief Administrative Officer

Marg Coulson
Marg Coulson (Oct 11, 2024 15:23 PDT)

Marg Coulson, Corporate Officer

Renewed June 21, 2024

ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 608

Shelie Best
Shelie Best (Oct 9, 2024 15:26 PDT)

Shelie Best, Local 608 President

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Sarah Dynneson (Oct 9, 2024 20:11 PDT)

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Sara Manchester
Sara Manchester (Oct 9, 2024 14:45 PDT)

Sara Manchester, National Representative