

COLLECTIVE AGREEMENT

BETWEEN

THE VILLAGE OF KEREMEOS

And

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

***Term of Agreement:
January 1, 2003 to December 31, 2006***

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THIS AGREEMENT made this 16th day of December, 2002.

BETWEEN: THE CORPORATION OF THE VILLAGE OF KEREMEOS

PARTY OF THE FIRST PART

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 608, KEREMEOS
Chartered by the Canadian Union of Public Employees and
Affiliated with the Canadian Labour Congress

(hereinafter called the "Union")

PARTY OF THE SECOND PART

ARTICLE 1: PREAMBLE

1.01 *This Agreement is entered into for the purpose of promoting and continuing the good relationship between the Corporation of the Village of Keremeos (hereinafter called the "Employer") and its employees represented by the Union; to secure prompt and equitable disposition of grievances, and to establish conditions of employment, rates of pay and hours of work.*

ARTICLE 2: RIGHTS OF MANAGEMENT

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

ARTICLE 3: UNION RECOGNITION AND BARGAINING UNIT

3.01 ***Bargaining Unit***

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

all matters affecting the relationship between the Employer and the Union.

3.02 Work of the Bargaining Unit

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

3.03 Application

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

ARTICLE 4: NO DISCRIMINATION

4.01 *There shall be no discrimination, interference, restriction or coercion with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of race, creed, age, sex, colour, national origin, political or religious affiliation, family, or place of residence, nor by reason of his membership or activity in the Union.*

4.02 *Wherever 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 *All personnel have the right to work without sexual harassment. Any complaint alleging sexual harassment will be dealt with in the Grievance Procedure and will commence at Step 2, as outlined in Article 11.03.*

ARTICLE 5: UNION SECURITY

5.01 Maintenance of Membership

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

Union as a condition of his/her employment.

ARTICLE 6: CHECKOFF OF UNION DUES

6.01 Checkoff

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 his/her earnings and to pay to the Union an amount equal to the current monthly union dues as established by the Union in accordance with its Constitution and/or Bylaws.

6.02 *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 such employee an amount equal to the current monthly union dues.*

6.03 *Upon receipt of written authorization from an employee, the Employer shall deduct from his earnings an initiation fee in the amount established by the Union in accordance with its Constitution and/or Bylaws and shall forward such deduction to the Union in the manner provided for in Article 6.04.*

6.04 Deductions

Deductions shall be made from the payroll period at the end of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the month following, accompanied by a list of the names and addresses of all employees from whose wages the 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 Checkoff.

7.02 *The Employer will supply the Union with revised copies of the Collective Agreement as required.*

ARTICLE 8: CORRESPONDENCE

8.01 *Correspondence between the Employer and the Union, arising out of this Agreement or incidental thereto, shall pass to and from the Municipal Administrator or person holding*

an equivalent position and the Secretary of the Union.

ARTICLE 9: LABOUR MANAGEMENT RELATIONS

9.01 Representation

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

9.02 Labour-Management Relations Committee

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

9.03 Function of Labour-Management Relations Committee

All matters of mutual concern pertaining to performance of work, operational problems, 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 Committee

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

9.05 Time Off for Meetings

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

9.06 Collective Bargaining

Where permission has been granted to employees who are representatives of the Union to leave their employment to carry on collective bargaining with the Association with respect to the renewal of this Agreement, they shall suffer no loss of pay whilst acting in such

capacity.

9.07 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 with the Employer or negotiating with the Employer.

ARTICLE 10: RULES AND REGULATIONS

10.01 Copies to be Posted

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 posted on all bulletin boards.

ARTICLE 11: GRIEVANCE PROCEDURE

11.01 Permission to Leave Work

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

11.02 Definition of Grievance

"Grievance" means any difference between the persons bound by this Agreement concerning its interpretation, application, operation, or any alleged violation 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 12 and 13 of this Agreement, shall mean the Union and 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 his Union Steward in attendance, shall first seek to settle the grievance with the immediate Supervisor or person holding an equivalent position within forty-five (45) days from the time the grievance became known to the employee or the Union, in the case of a policy grievance.*

Step 2 - *If a satisfactory settlement is not reached within three (3) working days after a grievance was first discussed under Step 1, the grievance shall be submitted, in writing, to the Chief Administrative Officer.*

Within five (5) working days of receipt of the grievance, the aggrieved employee, in person with the Union's Grievance Committee and any necessary witnesses, will meet with the Employer's Grievance Committee and any necessary witnesses, in an effort to resolve the grievance.

The Employer's Grievance Committee may be comprised of the Chief Administrative Officer and any other affected supervisory staff.

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

Should the dispute remain unresolved following this meeting, the Parties shall be restricted to using only that evidence and those facts relied upon at the grievance meetings in any arbitration proceedings.

Should either of the Parties become aware of any relevant or pertinent evidence or facts related to the dispute following the grievance meeting, which were unknown to that Party at the time of the grievance meeting, the Party shall be obligated to immediately inform the other Party of the new information.

Failure to provide such information to the other Party prior to any arbitration proceeding into the dispute shall disqualify that Party from relying on such new information at any arbitration proceeding into that dispute.

11.04 *The Employer shall advise the Union of its decision within 5 days following the Step 2 grievance meeting. The Union shall notify the Employer within 15 days after receiving the Employer's Step 2 response if it intends to proceed to Arbitration and shall name its nominee to the Arbitration panel. In the event that the Union does not notify the Employer that it will proceed to Arbitration within the prescribed 15 day time limit, the Grievance shall be deemed to be abandoned and all rights to the Grievance Procedure at an end.*

11.05 **Policy Grievance**

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

bypassed.

11.06 **Replies in Writing**

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

11.07 **Employee May Discuss His Own Personal Problem**

Nothing in this Article shall be interpreted as preventing an employee from discussing his/her own personal problem with his/her immediate foreman 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 to be chosen by either party, the third, who shall be Chairman, to be selected by the two so appointed. The members chosen by the parties concerned must meet within seven (7) days of their selection, and they shall be allowed a further seven (7) days to agree upon a Chairman. If they fail to agree on a Chairman, either party may apply to the Minister of Labour to appoint a Chairman.*
- (b) *Upon his selection or appointment, the Chairman 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 Chairman'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 Chairman and of the stenographic and other expenses of the Board.*

12.02 **Amending of Time Limits**

Except for Step 2 of the Grievance Procedure, time limits mentioned in Articles 11 and 12 refer to clear calendar days and may only be extended by written mutual agreement of the parties.

12.03 **Witnesses**

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee concerned as witness and 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) man 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 his work up to a required standard by a given date, the Employer shall within five (5) days thereafter give written particulars of such censure to the employee involved, with copy thereof to the Secretary of the Union.

13.02 **Procedure Upon Discharge or Suspension**

Discharge or suspension of an employee shall be for proper cause.

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

13.04 *When an employee is discharged or suspended, he shall be given the reasons, in writing, within 24 hours of such suspension or discharge.*

13.05 *A claim by an employee that he has been discharged or suspended for other than proper cause shall be treated as a special grievance and shall be submitted directly under Step 2 of Article 11.03.*

13.06 *Should it be found upon investigation that an employee has been suspended or discharged for other than proper cause, such employee shall be immediately reinstated in his former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to his 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 *The Employer agrees that all employees will have access to their personnel file and may review same in the presence of the Chief Administrative Officer. To obtain access to his/her personnel file the said employee will forward the appropriate request in writing to the Chief Administrative Officer who will deal with the said request within a reasonable time. Any employee may respond in writing to any report on their personnel file and such response will become a part of the file.*

ARTICLE 14: SENIORITY

14.01 Seniority Defined

Seniority shall be measured by length of service in the employ of the Employer, and except as provided in Article 14.05, shall operate on a bargaining unit-wide basis.

14.02 Probationary Employees

Employees shall be considered to be probationary employees until they have been employed for a total of three (3) months during the twelve (12) month period commencing with the date their term of employment commenced and during such probationary period they shall not be entitled to seniority and may be discharged for any reason. At the end of such probationary period such employees shall be entered on the appropriate seniority list as of his original date of employment.

14.03 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.

14.04 Loss of Seniority

(a) *Except as provided in Subsection (b), an employee shall not lose his seniority if he is absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer.*

(b) *An employee shall lose his/her seniority in the event:*

(i) *He/She is discharged for proper cause;*

(ii) *He/She resigns;*

(iii) *He/She 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) *He/She fails to return to work following a layoff, within the period prescribed in Article 16.05, unless unable to do so because of sickness, or other cause acceptable to the Employer;*

(v) *He/She is laid off for a period longer than one (1) year.*

(c) *When an employee loses his/her seniority, his/her 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 his/her right to seniority and other benefits based upon his length of service with the Employer shall be calculated from his date of re-employment.*

14.05 Inside and Outside Staff Division for Layoff and Recall

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

14.06 Retention of Seniority, Non-Bargaining Unit Positions

Employees promoted or transferred to supervisory or other positions not subject to this Agreement shall thereafter retain their seniority standing and, if subsequently demoted or transferred to a job in the bargaining unit, the time spent in the supervisory or other position shall be added to such standing.

14.07 Grant Workers

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

ARTICLE 15: PROMOTIONS AND TRANSFERS

15.01 Seniority to Apply

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

15.02 Job Posting

If a job vacancy occurs, or a new position is created which comes within the scope of this Agreement, notice of such vacancy or new position shall be posted in a manner which

gives all employees in all departments covered by this Agreement adequate access to the information contained in such notice. Such notice shall contain the following information: nature of position, required knowledge and education, ability and skills, shift, wage and salary rate or range. Copy of the notice shall also be sent to the Secretary of the Union.

15.03 *Such vacancy or new position shall not be permanently filled until five (5) consecutive working days have elapsed after the posting of such notice. Transfers of successful applicants will be made as soon as possible.*

15.04 **Filling of Vacancies on a Temporary Basis**

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

15.05 **Employee to be on Probation**

When a job vacancy or new position is filled on a permanent basis, the employee concerned shall be on probation for three (3) months. At the conclusion of such three (3) month trial period (or sooner if it should become apparent that the employee cannot successfully complete the trial period), the Employer shall review the service of the employee whilst 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, the Employer may extend the probationary period for not more than one (1) additional month, or shall return the employee to his/her former job, or shall place him/her on other work consistent with his qualifications, skill, knowledge and ability to efficiently fulfil the job requirements, in which case the employee shall be paid not less than the rate of pay he/she was in receipt of when last employed on his/her former job.

15.06 **Long Service/Disabled Employees**

Employees who have given long and faithful service in the employ of the Employer and who have become unable to handle their regular jobs or employees who are partially disabled through sickness or accident, will be given preference for such work as is suitable and available.

15.07 **Job Posting During Vacation or Leave of Absence**

If any employee indicates to his/her supervisor in writing, prior to going on vacation or leave of absence, his/her intent to apply for an anticipated job posting, he/she would be considered for such opening.

ARTICLE 16: LAYOFFS AND RECALLS

16.01 **Layoffs**

The Employer shall notify employees with seniority rights who are to be laid off, five (5) working days before layoff is to be effective. The provision 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.

16.02 *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.*

16.03 *It shall be the responsibility of a laid off employee to keep the Employer informed of his/her current address and telephone number at which he may be contacted.*

16.04 **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, provided they are qualified to do the work available.

16.05 *Such employees shall return to work within five (5) working days (or such longer period as may be mutually agreed upon) after recall notice has been received.*

16.06 *When emergent or short term work of less than five (5) working days occurs, the Employer may recall employees out of order of seniority and the provisions of Article 16.05 shall not apply.*

16.07 **Demotions When Work Force is to be Reduced**

Should it become necessary to reduce the work force, 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, he shall be entitled to take a layoff instead of a demotion.

ARTICLE 17: HOURS OF WORK

17.01 **Normal Work Day and Normal Work Week**

Subject to the provisions of Article 17.01, 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 6:30 a.m. and 4:30 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 4:30 p.m., with one-half (½) hour for lunch. During the summer months of June, July and August, the normal work day (day shift) shall consist of a schedule of eight (8) hours of work between the hours of 6:00 a.m. and 3:30 p.m. with one-half (½) hour for lunch. The normal work week shall consist of five (5) such days, Monday to Friday, inclusive.

- (c) *Notwithstanding the provisions of 17.01 (a) and (b), the Employer and the Union, may vary the start-quit times.*

17.02 Exceptions to Normal Work Day and Normal Work Week

In order to carry on the services of the Employer, it is recognized that certain exceptions to the normal work day and the normal work week, as defined in Article 17.01, are necessary. The Employer shall have the right to arrange working shifts other than those stipulated in Article 17.01 for the purposes of snow removal during the winter months of November, December, January and February.

17.03 No Split Shifts

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

17.04 Rest Periods

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

ARTICLE 18: OVERTIME

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

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

(b) *On an employee's days of rest, double time.*

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

18.03 **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 his/her Supervisor, provided that any unused banked time will be paid out once yearly at a time to be determined by the Employer. Paid time off shall be provided at the same rate as the applicable overtime rates.

18.04 **Salary Conversion Factors**

For the purpose of calculating the equivalent hourly rate of salaried employees for overtime and other purposes, the monthly salary shall be divided by 152 hours for employees on a scheduled 35 hour work week, by 158 for employees on a scheduled 36¼ hour work week, by 163 hours for employees on a scheduled 37½ hour work week and by 174 hours for employees on a scheduled 40 hour work week.

The following conversion factor is implemented for bi-weekly:

$$\frac{\text{Monthly Salary}}{152} \times 70 \text{ hours} \times \frac{26.089}{12 \text{ months}}$$

ARTICLE 19: REPORTING FOR WORK

19.01 *An employee reporting for work on his regular shift shall be paid his regular rate of pay for all hours worked, with a minimum of two (2) hours' pay if he does not commence work and a minimum of four (4) hours' pay if he does commence work.*

ARTICLE 20: CALL-OUTS

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

20.02 *An employee who, before the end of his normal day's work, is instructed to return to work*

within two (2) hours following the end of his 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 rate.

20.03 *An employee who, before the end of his normal day's work, is instructed to next report for work not more than two (2) hours before the regular starting time of his 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 rate.*

ARTICLE 21: SHIFT PREMIUM

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

21.02 *An employee shall receive a premium of fifty cents (50¢) per hour for all scheduled hours worked on a premium shift.*

ARTICLE 22: STATUTORY HOLIDAYS

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

<i>New Year's Day</i>	<i>Labour Day</i>
<i>Good Friday</i>	<i>Thanksgiving Day</i>
<i>Easter Monday</i>	<i>Remembrance Day</i>
<i>Victoria Day</i>	<i>Christmas Day</i>
<i>Canada Day</i>	<i>Boxing Day</i>
<i>British Columbia Day</i>	

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

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

22.03 When Holiday Falls on Non-Working Day

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

22.04 *Subject to the provisions of Article 22.07, should a statutory 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 his next annual vacation, or the termination of his employment, whichever first occurs.

22.05 **Payment for Statutory Holidays**

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

22.06 *If an employee is required to work on a statutory holiday he/she shall, in addition to his holiday pay, be paid at double his regular or equivalent hourly rate for all hours worked by him.*

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

22.08 **Holiday Occurring During Annual Vacation**

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

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

ARTICLE 23: ANNUAL VACATIONS

23.01 **Definition of Vacation Year**

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

23.02 **New Employees**

Effective the first of the calendar year, following the year an employee enters service with the Employer, he/she shall be entitled to annual vacations in accordance with the following schedule:

- (a) *Accumulated service from date of entering service to December 31 of ten (10) complete months or more - fifteen (15) working days.*

- (b) *Accumulated service at December 31 of less than ten (10) complete months - 1½ days for each complete month of service.*

23.03 **Anniversary Date**

On December 31st of each year, employees are credited with an anniversary date, regardless of when employment commenced in the previous twelve (12) months.

23.04 **Employee With One (1) Year Service**

An employee who has completed one (1) but less than nine (9) years service at the end of the vacation year shall be entitled to a paid vacation of three (3) calendar weeks. Payment for such vacation shall be at the employee's classified rate of pay as at the time he/she takes his vacation.

23.05 **Employee With Nine (9) Years Service**

An employee who has completed nine (9) but less than seventeen (17) years service at the end of the vacation year shall be entitled to a paid vacation of four (4) calendar weeks. Payment for such vacation shall be at the employee's classified rate of pay as at the time he/she takes his/her vacation.

23.06 **Employee With Seventeen (17) Years Service**

An employee who has completed seventeen (17) but less than twenty-one (21) years service at the end of the vacation year shall be entitled to a paid vacation of five (5) calendar weeks. Payment for such vacation shall be at the employee's classified rate of pay as at the time he/she takes his/her vacation.

23.07 **Employee With Twenty-One (21) Years Service**

An employee who has completed twenty-one (21) or more years of service at the end of the vacation year shall be entitled to a paid vacation of six (6) calendar weeks. Payment for such vacation shall be at the employee's rate of pay as at the time he/she takes his/her vacation.

23.08 **Employees on Layoff**

The provisions of Articles 23.02, 23.04, 23.05, 23.06 and 23.07 shall not apply to an employee who is laid off. Vacation entitlement for such employee shall be as follows:

- (a) *For each of the first nine (9) years of service, as calculated under the provisions of Article 23.03, six percent (6%) of his/her total earnings during the current calendar year, to be paid to him/her at the time of layoff; or if the employee so*

elects, to be paid to him/her as vacation pay during the following calendar year when he/she may take a vacation not exceeding three (3) calendar weeks.

- (b) For the tenth (10th) and up to and including the seventeenth (17th) year of service, as calculated under the provisions of Article 23.03, eight percent (8%) of his/her total earnings during the current calendar year, to be paid to him/her at the time of layoff; or if the employee so elects, to be paid to him/her as vacation pay during the following calendar year when he/she may take a vacation not exceeding four (4) calendar weeks.*
- (c) For the eighteenth (18th) and up to and including the twenty-first (21st) year of service, as calculated under the provisions of Article 23.03, ten percent (10%) of his/her total earnings during the current calendar year, to be paid to him/her at the time of layoff; or if the employee so elects, to be paid to him/her as vacation pay during the following calendar year when he/she may take a vacation not exceeding five (5) calendar weeks.*
- (d) For the twenty-second (22nd) and subsequent years of service, as calculated under the provisions of Article 23.03, twelve percent (12%) of his/her total earnings during the current calendar year, to be paid to him/her at the time of layoff; or if the employee so elects, to be paid to him/her as vacation pay during the following calendar year when he/she may take a vacation not exceeding six (6) calendar weeks.*

23.09 *An employee who is paid his/her vacation entitlement at time of layoff shall not be entitled to a paid vacation during the following calendar year.*

23.10 **Employees on Long Term Disability / W.C.B.**

Employees will not accrue vacation entitlement while on Long Term Disability or while on Workers' Compensation exceeding 26 weeks.

23.11 **Part-Time or Relief Employees**

The provisions of Articles 23.02, 23.04, 23.05, 23.06 and 23.07 shall not apply to part-time or relief employees referred to in Schedule "B" of this Agreement. Vacation entitlement for such employees shall be in the amounts specified in Article 23.08 (a), (b), (c), or (d), as applicable, to be paid at the end of the calendar year or at time of termination, whichever first occurs.

23.12 *An employee to whom Article 23.11 applies, who becomes a regular full-time employee shall not be entitled to a paid vacation during the calendar year following that for which he/she was paid vacation entitlement under the provisions of Article 23.11.*

23.13 **Scheduling of Vacations**

Vacations shall be granted at such time as is mutually agreed upon by the employee and

the Employer. Preference in choice of vacation period shall be accorded the employee with the greatest seniority.

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

23.15 **Termination of Employment**

In the event of termination of employment the provisions of the Employment Standards Act shall apply; except that, in the case of an employee who has not been discharged for proper cause and who has given the Employer fourteen (14) calendar days notice of termination, the basis of calculation shall be six percent (6%) of his/her total earnings if he/she has over one (1) year service, eight percent (8%) of his total earnings if he/she has over nine (9) years service, ten percent (10%) of his/her total earnings if he/she has over eighteen (18) years service, and twelve percent (12%) of his/her total earnings if he/she has over twenty-one (21) years service, as calculated under the provisions of Article 23.03.

ARTICLE 24: WEEKLY INDEMNITY

24.01 **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).*

24.02 **Weekly Indemnity Benefit 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.*

24.03 **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 occurrence 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 certificate on request, for those employees utilizing more than three (3) separate occurrences for illness or accident shall mean forfeiture of wages for the three (3) day waiting period.

- (b) *Maternity Leave*

24.04 **Workers' Compensation**

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

In the event that the Workers' Compensation Board rejects a claim, or during a period of Workers' Compensation Board delay prior to accepting a claim, the Employer will pay full regular earnings to the employee for as long a period as the employee has vacation, overtime, or other banked credits. Where the Worker's Compensation Board subsequently accepts the employee's claim, the employee's pay shall be recalculated, retroactively, for the period of the claim.

24.05 **General Principles**

Participation in the Weekly Indemnity Plan is mandatory.

- 24.06** *The premium cost for the Weekly Indemnity Plan shall be paid fifty percent (50%) by the Employer and fifty percent (50%) by the employee.*

- 24.07** *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 his/her name entered on the seniority list.*

- 24.08** *The administration of the insured benefit plan will reside in the Village of Keremeos.*

24.09 **Return to Work**

In any case where an employee has been absent due to illness or injury for a period of time in excess of one (1) month, the employee shall provide his/her Supervisor with notice

of intent to return to work as follows:

- (a) 1 to 6 months - 2 days notice;*
- (b) 6 to 18 months leave - 1 week notice;*
- (c) 18 months or more leave - 1 month notice.*

ARTICLE 25: LEAVE OF ABSENCE

25.01 Leave of Absence Without Pay

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

25.02 Leave for Union and Other Purposes

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

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

25.04 Bereavement Leave

In the event of a death in the immediate family of an employee, or an employee's spouse, the Employer shall grant a maximum of three (3) regularly scheduled consecutive work days leave without loss of pay or benefits. Additional leave of absence with pay for travel may be granted by the Chief Administrative Officer. "Immediate family" shall mean: child, step-child, parents, brother, sister, grandparents, grandchild, step parent, foster child, foster parent, aunt, uncle, niece, nephew and fiancée, brother-in-law, and sister-in-law; and the employee's son-in-law and daughter-in-law.

A maximum of two (2) additional days leave without loss of pay or benefits will be granted in the event of the death of an employee's spouse.

One half (½) day shall be granted without loss of salary or wages to attend a funeral as a pallbearer, provided such employee has the approval of his/her Supervisor.

25.05 **Maternity/Parental Leave**

1. *An employee, on her written request for maternity leave, is entitled to a leave of absence from work, without pay, for a period of eighteen (18) consecutive weeks or a shorter period the employee requests, commencing eleven (11) weeks immediately before the estimated date of birth or later time the employee requests.*

2. *A request under subsection (1) must:*
 - (A) *be made at least four (4) weeks before the day specified in the request as the day on which the employee proposes to commence maternity leave, and*

 - (B) *be accompanied by a certificate of a medical practitioner stating that the employee is pregnant and estimating the probable date of birth of the child.*

3. *Regardless of the date of commencement of the leave of absence taken under subsection (1), the leave shall not end before the expiration of six (6) weeks following the actual date of birth of the child unless the employee requests a shorter period.*

4. *A request for a shorter period under subsection (3) must be given in writing to the Employer at least one (1) week before the date that the employee indicates she intends to return to work and the employee must furnish the Employer with a certificate of a medical practitioner stating that the employee is able to resume work.*

5. *Where an employee gives birth or the pregnancy is terminated before a request for leave is made under subsection (1), the Employer shall, on the employee's request and on receipt of a certificate of a medical practitioner stating that the employee has given birth or the pregnancy was terminated on a specified date, grant the employee leave of absence from work, without pay, for a period of six (6) consecutive weeks, or a shorter period the employee requests, commencing on the specified date.*

6. *Where an employee who has been granted leave of absence under this section is, for reasons related to the birth or the termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the Employer shall grant to the employee further leaves of absence from work, without pay, for a period specified in one or more certificates but not exceeding a total of six (6) consecutive weeks.*

7. (A) *An employee, on his or her written request for parental leave, is entitled to a leave of absence from work, without pay, for the period specified in subsection (C).*
 - (B) *A request under subsection 7(A) must:*
 - (a) *be made at least four (4) weeks before the day specified in the request as the day on which the employee proposes to commence parental leave, and*

- (b) *be accompanied by:*
 - (i) *a certificate of a medical practitioner or other evidence stating the date of birth of the child or the probable date of birth of the child, or*
 - (ii) *a letter from the agency that placed the child providing evidence of the adoption of the child.*

- (C) *The employee is entitled to parental leave for a period of twelve (12) consecutive weeks or a shorter period the employee requests, commencing,*
 - (a) *in the case of a natural mother, immediately following the end of the maternity leave taken under sections 1 through 6, unless the Employer and employee agree otherwise;*
 - (b) *in the case of a natural father, following the birth of the child and within the fifty-two (52) week period after the birth date of the newborn child, and*
 - (c) *in the case of an adopting mother or father, following the adoption of the child and within the fifty-two (52) week period after the date the adopted child comes into the actual care and custody of the mother or father.*
- (D) *If:*
 - (a) *the newborn child or adopted child will be or is at least six (6) months of age at the time the child comes into the actual care and custody of the mother or father, and*
 - (b) *it is certified by a medical practitioner or the agency that placed the child that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition,*

the employee is entitled to a further parental leave of absence from work, without pay, for a period not exceeding a total of five (5) consecutive weeks as specified in the certificate, commencing immediately following the end of the parental leave taken under subsection 7(C).

8. **Combined Maternity and Parental Leave**

Notwithstanding sections 1 through 11, an employee's combined entitlement to a leave of absence from work under this Article shall not exceed a total of thirty-two (32) weeks.

9. **Employer May Require Employee to Take Leave**

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

10. **Employment Deemed Continuous**

The services of an employee who is absent from work in accordance with Article 25.05 shall be considered continuous for the purpose 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:

- (A) *the Employer pays the total cost of the plan, or*
- (B) *the employee elects to continue to pay her share of the cost of a plan that is paid for jointly by the Employer and the employee.*

11. **Reinstatement**

- (A) *An employee who resumes employment on the expiration of the leave of absence granted in accordance with Article 25.05 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.*
- (B) *Where the Employer has suspended or discontinued operations during the leave of absence granted under Article 25.05 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 25.05 - 11(A).*

12. **Prohibition**

- (A) *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 25.05 or because of the employee's pregnancy, unless the employee has been absent for a period exceeding that permitted under Article 25.05.

- (B) *The burden of proving that:*
 - *the termination of an employee, or*
 - *a change in a condition of employment of the employee without the employee's written consent*

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

13. *All disputes under Article 25.05 will be subject to the normal Grievance Procedure.*

25.06 **Compassionate Leave**

Compassionate leave, including leave in the event of the illness of an employee's child, where no one at home other than the employee can provide for the needs of the child during illness, is to be taken under the provisions of Article 24, and shall be charged as an occurrence in accordance with Article 24.03.

Such leave, in a less serious illness situation, is intended to provide sufficient time for the employee to arrange for a care taker for the ill child at the earliest point in time. The employee shall return to work upon concluding such arrangement.

25.07 **Jury Duty or Court Witness**

The Employer shall pay to an employee who is required to serve as a juror or court witness the difference between his normal earnings and the payment he received for jury duty or as a court witness, conditional upon the employee presenting to the Employer proof of service and of the amount of payment received by him.

ARTICLE 26: WAGES, SALARIES AND APPLICABLE PROVISIONS

26.01 **Wage and Salary Rates**

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

26.02 **Salary Ranges**

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

26.03 **Promotions, and Temporary Assignments**

(a) *Subject to the provisions of Subsection (b), in the event an employee is promoted or temporarily assigned to a higher rated classification, he/she shall receive the higher rate of pay.*

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

26.04 More Favourable Rate

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

26.05 Dirty Work

- (a) *When employed on dirty work, an employee shall be entitled to the premium set out in Subsection (b).*
- (b) *"Dirty Work" shall mean:*
 - (i) *Asphalt Distributor Driver* *25¢ per hour*
 - (ii) *Asphalt Distributor Operator* *35¢ per hour*
 - (iii) *Street Sweeper Operator* *35¢ per hour*
 - (iv) *Sanitary Landfill Employees* *35¢ per hour*
 - (v) *Waterworks and Sewer Department*
(when working in ditches or manholes where muddy conditions or sewage is present). *35¢ per hour*
 - (vi) *Road Patching and Crack Sealing Employees* *35¢ per hour*
 - (vii) *Any other work where in the opinion of the Employer, a premium for dirty work should be paid.* *35¢ per hour*
 - (viii) *Cemetery Employees (when these employees are required to re-inter an exhumed body they shall be paid a premium of \$50 per employee for such work to a maximum of two employees)*
- (c) *When dirty work is intermittent, payment of the premium shall be at the discretion of the Foreman on the job, who will also determine the number of hours for which the premium shall be paid.*

26.06 **No Pyramiding**

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

26.07 **Pesticide Applicator Premium**

A pesticide applicator premium of one dollar (\$1.00) per hour will be paid when an employee is required to perform that function.

ARTICLE 27: STANDBY (ON CALL)

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

- (a) One (1) hours' pay at his regular rate of pay for each normal work day on which the employee was on call and also worked his regular eight (8) hour shift.*
- (b) One (1) hours' pay at his regular rate of pay for each day of rest or statutory holiday on which the employee was on call.*

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

ARTICLE 28: NEW OR CHANGED CLASSIFICATIONS

28.01 *The Employer may institute new classifications in addition to those listed in Schedule "A". Should any such new classification be instituted, the Employer shall establish the rate for same and shall submit the classification and rate to the Union in writing and, in addition, shall post the classification and rate in the manner required by Article 15.02. Within thirty (30) days of such submission and posting, the Union may, if it deems necessary, request to meet with the Employer to review the classification and rate and if mutual agreement cannot be reached, the difference may be referred to arbitration under the provisions of Article 12. Any change in rate resulting from discussion between the parties, or following a reference to arbitration, shall be retroactive to the date the new classification was instituted by the Employer.*

28.02 **Changed Classification**

If the Union claims that the duties of an existing classification have been changed to an extent sufficient to alter the classification and/or rate, the Union may request to meet with the Employer to review the classification and/or rate. If within thirty (30) calendar days of the submission of such request, which shall be in writing, mutual agreement cannot be reached, the difference may be referred to arbitration under the provisions of Article 12. Any change in rate resulting from discussion between the parties, or following a reference to arbitration, shall be retroactive to the date the Union submitted its request to the Employer.

28.03 Abandonment

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

28.04 Extension of Time Limits

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

ARTICLE 29: SUPERANNUATION

29.01 *The Pension (Municipal) Act applies to the Employer and its employees. The Employer, in addition to its own contributions on his behalf, shall deduct from the wages or salary of each employee, as a condition of his continued employment, the contributions required of him under the provisions of the Pension (Municipal) Act.*

29.02 Retirement Age

On the last day of the month after reaching maximum retirement age under the provisions of the Pension (Municipal) Act, every employee shall automatically cease to be employed, but the Employer may employ or re-employ an individual over retirement age on a temporary basis.

ARTICLE 30: HEALTH AND WELFARE COVERAGE

The following benefits will be provided to municipal employees:

30.01 Group Life Insurance and Accidental Death and Dismemberment

Group Life Insurance and Accidental Death and Dismemberment for each eligible

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

30.02 **Medical Services Plan**

Each eligible employee shall be enrolled in the above plan at no cost to the employee.

30.03 **Extended Health Benefit**

Each eligible employee shall be enrolled in the above plan at no cost to the employee.

Increase lifetime limits to \$100,000.00

Include payment for routine eye examination once every 2 years to a maximum of \$75.00 per examination.

Vision Care reimbursement at \$300.00 every 2 years for adults and \$300.00 every year for children.

Increase maximum payment allowable per person per year for chiropractors, neuropaths, podiatrists, acupuncturists, message and speech therapists to \$500.00 per year each.

Increase maximum payment allowable per year for physiotherapist and clinical psychologist to \$1000.00 each.

30.04 **Dental Plan**

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

(a) Basic Dental Services (Plan "A") - Plan pays 100% of approved schedule of fees.

(b) Prosthetics, Crowns and Bridges (Plan "B") - Plan pays 50% of approved schedule of fees.

(c) Orthodontics (Plan "C") - Plan pays 50% of approved schedule of fees to a maximum lifetime limit of \$3,500.

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

30.05 **Long Term Disability Plan**

Each eligible employee shall be enrolled in a Long Term Disability Plan at no cost to the Employer. The plan coverage will be 60% of monthly earnings, to a maximum of \$6000.00

30.06 **General Principles**

(a) Participation in the aforementioned Plans shall be mandatory.

(b) Life, Accidental Death and Dismemberment, Weekly Indemnity Plan, Extended Health and B. C. Medical Plan coverage commences on the date of completion of three (3) months continuous service, or when an employee becomes eligible to have his name entered on the seniority list.

(c) *Dental coverage commences on the date of completion of six (6) months continuous service.*

(d) *Coverage during layoff will be provided as follows:*

In the event of layoff, full coverage excluding Weekly Indemnity will be continued for a period of two (2) months from date of layoff. An employee may also have the option of continuing Life, Accidental Death and Dismemberment, Extended Health and B. C. 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.

ARTICLE 31: BULLETIN BOARDS

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

ARTICLE 32: TECHNOLOGICAL CHANGE

32.01 *During the term of this agreement, any disputes arising in relation to adjustment to technological change, shall be discussed between the bargaining representatives of the two parties to this collective agreement.*

32.02 *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.

32.03 *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 or more of the following orders:*
- (i) *that the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;*
 - (ii) *that the Employer will not proceed with the technological change for such period, not exceeding ninety (90) days, as the 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 his displacement as the Arbitration Board considers reasonable;*

32.04 *The Employer will give to the Union in writing at least ninety days notice of any intended technological change that:*

- (a) *affects the terms and conditions or security of employment of a significant number of employees to whom this Collective Agreement applies, and*
- (b) *alters significantly the basis upon which the Collective Agreement was negotiated.*

ARTICLE 33: GENERAL

33.01 Job Related Liability Protection

Any regular employee, coming within the scope of the Canadian Union of Public Employees, Local No. 608, will be granted the services of a Village solicitor without charge for the purpose of representing him, who as a result of any matter arising out of or in the course of his normal work duties and/or assignments, is personally involved in a legal or court action.

33.02 Part Time Payment in Lieu of Fringe Benefits

Letters of Understanding regarding part time employees shall be paid 14% in lieu of all vacation and fringe benefits.

33.03 *The Employer agrees to provide protective clothing as required and subject to the approval of the Chief Administrative Officer, as follows: work gloves, coveralls, rubber boots, rain gear, chest waders and protective masks.*

33.04 Third Party Liability

The issue of recovery of money by an employee from a third party as compensation for an accidental bodily injury or illness shall be referred to Labour/Management committees.

ARTICLE 34: TERM OF AGREEMENT

34.01 *This Agreement shall take effect from January 1, 2003 and shall remain in effect until December 31, 2006, and thereafter from year to year unless written notice of intent to terminate or amend the Agreement is given by either party to the other party in accordance with the provisions of the Labour Relations Code. Within ten (10) days after receipt of any notice given pursuant to this Article by either party, the parties to this Agreement shall commence negotiations. During the period of negotiations this Agreement shall continue in full force and effect.*

IN WITNESS WHEREOF *the parties hereto, by their authorized representatives, have affixed their signatures hereto on this day of January , 2003.*

ON BEHALF OF:

*Canadian Union of Public Employees,
Local No. 608, Keremeos*

President

Secretary

National Representative

ON BEHALF OF:

*The Corporation of the Village
of Keremeos*

Mayor Walter F. Despot

*Chief Administrative Officer
Robert (Bob) Lafleur*

SCHEDULE "A"

VILLAGE OF KEREMEOS

2003-2004-2005-2006

Step 1 - 1st Year; Step 2 - 2nd Year; Step 3 - 3rd Year; Step 4 – 4th Year

<u>INSIDE (BI-WEEKLY)</u> <u>CLASSIFICATIONS</u>	<u>Steps</u>	<u>Jan. 1</u> <u>2003</u>	<u>Jan. 1</u> <u>2004</u>	<u>Jan. 1</u> <u>2005</u>	<u>Jan. 1</u> <u>2006</u>
<i>Office Assistant</i>	<i>1</i>	<i>1270.71</i>	<i>1296.12</i>	<i>1322.04</i>	<i>1348.48</i>
	<i>2</i>	<i>1340.18</i>	<i>1366.98</i>	<i>1394.31</i>	<i>1422.20</i>
	<i>3</i>	<i>1423.18</i>	<i>1451.64</i>	<i>1480.67</i>	<i>1510.28</i>
<i>Secretary/Accounting Clerk</i>	<i>1</i>	<i>1319.92</i>	<i>1346.32</i>	<i>1373.25</i>	<i>1400.72</i>
	<i>2</i>	<i>1401.94</i>	<i>1429.98</i>	<i>1458.58</i>	<i>1487.75</i>
	<i>3</i>	<i>1486.17</i>	<i>1515.89</i>	<i>1546.21</i>	<i>1577.13</i>
<i>Treasurer**</i>		<i>1655.48</i>	<i>1688.59</i>	<i>1722.36</i>	<i>1756.81</i>

<u>OUTSIDE (HOURLY)</u> <u>CLASSIFICATIONS</u>	<u>Jan. 1</u> <u>2003</u>	<u>Jan. 1</u> <u>2004</u>	<u>Jan. 1</u> <u>2005</u>	<u>Jan. 1</u> <u>2006</u>
<i>Labourer I</i>	<i>19.41</i>	<i>19.80</i>	<i>20.20</i>	<i>20.60</i>
<i>Labourer II</i>	<i>19.98</i>	<i>20.38</i>	<i>20.79</i>	<i>21.21</i>
<i>Utilityman I</i>	<i>20.22</i>	<i>20.62</i>	<i>21.03</i>	<i>21.45</i>
<i>Utilityman II</i>	<i>21.10</i>	<i>21.52</i>	<i>21.95</i>	<i>22.39</i>
<i>Sub-Foreman**/Sewage Treatment Chief Facility Operator</i>	<i>23.40</i>	<i>24.11</i>	<i>24.84</i>	<i>25.59</i>

LEAD HAND PREMIUM

A Lead Hand premium of thirty-five cents (35¢) per hour will be added to the Utilityman rate and paid when the Utilityman is required to act in the capacity of the Foreman in his absence.

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SCHEDULE "A"

VILLAGE OF KEREMEOS
OTHER PREMIUMS

The following premiums will apply to the Utility 1 position for employees with the following qualifications:

<i>Class 1 Wastewater Treatment Facility Operator Certification</i>	<i>\$0.20/hour</i>
<i>Pass correspondence courses in Water Distribution Systems</i>	<i>\$0.10/hour</i>
<i>Class 1 Water Distribution Operator Certification</i>	<i>\$0.20/hour</i>

The following premiums will apply to the Utility 2 position for employees with the following qualification:

<i>Class 11 Wastewater Treatment Facility Operator</i>	<i>\$0.20/hour</i>
<i>Sewage Collections 1 Certification</i>	<i>\$0.20/hour</i>
<i>Water Distribution 11 certification</i>	<i>\$0.20/hour</i>

The parties agree on the following points to resolve the longstanding dispute of \$1.20 Trades rate and the \$84.00 bi-weekly Trades adjustment:

- (i) The question of the \$84.00 bi-weekly will be referred to Arbitration if the Union deems it necessary.*
- (ii) The rate of \$1.20 will be listed in Schedule "A" as originally drafted for the 1981-82 Collective Agreement (ie: added to the appropriate rates).*
- (iii) The Parties further agree that such Trades rates will be paid on Overtime, Statutory Holidays, Vacation, Sick Time and applied to all wage related benefits.*
- (iv) The appropriate Letter that identifies the eligible Trades and persons who qualify shall also be attached to Schedule "A".*
- (v) In the event a person or persons identified for the \$1.20 Trades premium terminates their employment or changes jobs or is no longer able to perform the duties, the Employer will pay the \$1.20 premium to any employee who replaces such employees, provided that to qualify to receive the \$1.20, the employee must be a Certified Tradesman as described in the various Memoranda of Agreement (signed in Penticton May 22, 1981), or have recently worked in the trade carrying out the duties of a Tradesman for at least five (5) years.*
- (vi) Any employee who replaces a Tradesman on a temporary basis, must be qualified to perform all the duties of the position they are replacing in order to be eligible to receive the additional \$1.20 premium rate. In the event that the employee is not qualified to perform all the duties, he will not receive the \$1.20 premium rate.*

SCHEDULE "B"

VILLAGE OF KEREMEOS

I. 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 the Employer cannot agree to the above, the matter of shift schedules and shift premium in accordance with Article 21, shall be referred within five (5) working days, to a representative of the Union and the Director of Labour Relations Services. 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 17) 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 will be Mr. Vince Ready or other mutually agreed mediator.*

(vi) *It is further agreed that the shifts to be implemented under this amendment will not affect current standby practices.*

3. *The Village will plan shifts as far in advance as possible prior to the aforementioned meetings.*

4. *The intent would be to remove certain operations described 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

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:

Nil.

LETTER OF UNDERSTANDING #1.00

BETWEEN: *Tthe CANADIAN UNION OF PUBLIC EMPLOYEES on behalf of the following Locals: 608, Keremeos, and The Corporation of the Village of Keremeos .*

EMPLOYER OBLIGATIONS TO EMPLOYEES

In recognition of the Employers right to contract out work and in recognition of the Employers obligation to his employees, the parties agree as follows:

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

RENEWED AS AMENDED, AND SIGNED THIS 16th DAY OF December, 2002

The Corporation of the Village of Keremeos

The Canadian Union Of Public Employees Local # 608 Keremeos

Robert (Bob) Lafleur

W.G. Dingman

Walter F. Despot

Robert W. Stanley

LETTER OF UNDERSTANDING #2.00

BETWEEN: THE CORPORATION OF THE VILLAGE OF KEREMEOS

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL # 608 KEREMEOS

RE: HOURS OF WORK

The parties agree that where ongoing exceptions to the normal work day and/or work week have been agreed to, the parties will incorporate them into Schedule "B" of the Collective Agreement.

THIS AGREEMENT MADE THE 16th DAY OF DECEMBER, 2002

**ON BEHALF OF THE CORPORATION OF
THE VILLAGE OF KEREMEOS**

**ON BEHALF OF CUPE LOCAL 608
KEREMEOS**

Robert (Bob) Lafleur

W.G. Dingman

Walter F. Despot

Robert W. Stanley

LETTER OF UNDERSTANDING #3.00

BETWEEN: THE CORPORATION OF THE VILLAGE OF KEREMEOS

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL # 608 KEREMEOS

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.

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.

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

THIS AGREEMENT MADE THE 16th DAY OF DECEMBER, 2002

**ON BEHALF OF THE CORPORATION
OF THE VILLAGE OF KEREMEOS**

**ON BEHALF OF CUPE LOCAL
608, KEREMEOS**

Robert (Bob) Lafleur

Bill Dingman

Walter F. Despot

Robert W. Stanley

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LETTER OF UNDERSTANDING # 4.00

BETWEEN: THE CORPORATION OF THE VILLAGE OF KEREMEOS

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL # 608 KEREMEOS

Re: Sewage Treatment Facility, Weekend and Statutory Holidays Maintenance Checks and Park Washrooms

Employees required to perform routine maintenance checks at the Sewage Treatment Facility on weekends and Statutory Holidays will be paid a 2 hour callout at double time for the weekend. Should additional maintenance checks be required on a Statutory Holiday(s) employees will be paid 2 hours pay a double time rate for each holiday.

Should it be found during routine maintenance checks that more than 2 hours work is required, the Chief Administrative Officer or designate must authorize the overtime.

Park Washrooms: During the period of April 15 to October 15 employees required to perform routine maintenance checks at the Sewage Treatment Facility on weekends and Statutory Holidays will also be required to perform routine cleaning of the Village Public Washrooms.

Dated this 7th day of October 1999.

On behalf of the Union:

On behalf of the Village of Keremeos

W.G. Dingman

E. Oliver-Bauer

R.W. Stanley

J.C Stranart

LETTER OF UNDERSTANDING # 5.00

BETWEEN: THE CORPORATION OF THE VILLAGE OF KEREMEOS

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL #608 KEREMEOS

RE: EMERGENCY RESPONSE

Village Employees designated as Volunteer Fire Fighters or other Emergency Response Positions will be entitled to attend to an emergency “within the Village of Keremeos” when required. The employee shall use their banked time or otherwise, ensuring that there is no “double dipping” of pay. All attendance will be report to the Chief Administrative Officer in writing, and shall be noted on the employees time sheet.

Attendance to emergencies “outside” the Village of Keremeos boundaries will be a the discretion of the Chief Administrative Officer or designate, and employ the same conditions as above, and where approved it will be reported to council.

THIS AGREEMENT MADE THE 16TH DAY DECEMBER, 2002

**ON BEHALF OF THE CORPORATION
OF THE VILLAGE OF KEREMEOS**

**ON BEHALF OF CUPE
LOCAL #608 KEREMEOS**

Robert (Bob) Lafleur

W.G. Dingman

Walter F. Despot

Robert W. Stanley