

**COLLECTIVE AGREEMENT**

**BETWEEN**

**CORPORATION OF THE VILLAGE OF BURNS LAKE**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 2062**

**Jan. 1/2003 - Dec. 31/2005**

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AGREEMENT

BETWEEN: THE CORPORATION OF THE VILLAGE OF BURNS LAKE, a municipality duly incorporated under the Statutes of the Province of British Columbia,  
(hereinafter called "the Employer"),

PARTY OF THE FIRST PART;

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2062, (Burns Lake),  
(hereinafter called "the Union"),

PARTY OF THE SECOND PART:

WHEREAS it is the intent and purpose of the parties hereto that this Agreement will promote and improve industrial and economic relationships between the Employer and the Union, and to set forth herein the basic agreement covering rates of pay, hours of work, and conditions of employment to be observed between the parties hereto, PROVIDED HOWEVER, that except as otherwise provided in this Agreement, the management supervision and control of the Employer's operations and the direction of the working forces shall remain an exclusive management function,

It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up to a Collective Agreement.

ARTICLE 1 - DEFINITIONS

1.01 "Employees" for the purpose of this Agreement shall mean any individual hired by the Employer, the Corporation of the Village of Burns Lake, who fall within the classifications represented by the Union.

"Bargaining Unit" shall mean Village employees who come under the jurisdiction of this Collective Agreement.

"Permanent/Regular Full-time Employee" is an employee who has been assigned to an established position and who has successfully completed the probationary period.

"Temporary Employee" is an employee hired for a limited time period. The employee will be advised of the duration of the appointment, which shall not exceed six (6) calendar months unless otherwise agreed to in writing by both parties to this Agreement. In the event the

duration of such employment exceeds six (6) calendar months, the employee shall be deemed to be Permanent/Regular Full-time and shall have completed the probationary period referred to in Article 11.02. Seniority shall be effective from the original date of employment. Said employee shall be informed of any change in his or her employment status. Any Temporary employee working more than sixteen (16) hours per week and completing the probationary period referred to in Article 11.02 shall be entitled to forty-five cents (\$0.45) per hour in lieu of welfare benefits.

"Casual Employee" is an employee who works sixteen (16) or fewer hours per week or sixty-four (64) or fewer hours per month and who shall not be entitled to health and welfare benefits of this Agreement.

"Seasonal Labourer (Summer)" is an employee hired between the months of May through October. The Seasonal Student Employee shall be paid the Seasonal Labourer (summer) rate specified in Schedule "A" of this Agreement. The Union shall not unreasonably refuse to endorse grant applications that enable the Village to avail of government grants for hiring particular employees into this category.

## ARTICLE 2 - RECOGNITION AND NEGOTIATIONS

2.01 The Employer, or anyone authorized to act on its behalf, recognizes the Canadian Union of Public Employees and its Local 2062, or anyone authorized to act on its behalf, as the sole and exclusive bargaining agent for all its employees as certified by the Labour Relations Board of British Columbia, save and except the Chief Administrative Officer, Director of Financial Services, Director of Corporate Administrative Services, Administrative Assistant, Director of Engineering and Development Services, Accounting Clerk, and Director of Protective Services, and hereby agrees to negotiate with the Union, or any of its authorized committees, in any and all matters affecting the relationship between the parties, with a view to reaching a peaceful and amicable settlement of any differences which may arise between them.

ARTICLE 3 - NO DISCRIMINATION

3.01 The Employer and the Union, their servants and agents, agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the matter of wage rates, training, promotion, transfer, layoff, discipline, discharge, or otherwise, by reason of race, creed, colour, national origin, sex or religious affiliation, nor by reason of his membership in a labour union.

ARTICLE 4 - UNION SECURITY

4.01 Employees who are presently members of the Union shall remain so, as a condition of employment. New employees who are hired by the Employer shall as a condition of employment become members of the Union within thirty (30) calendar days of hiring, and remain as members in good standing.

ARTICLE 5 - CHECK-OFF OF UNION DUES

- 5.01 The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union.
- 5.02 Deductions shall be made each month and shall be forwarded to the Secretary-Treasurer of the Union no later than the 15th day of the following month, with a list of the employees from whose wages deductions have been made.
- 5.03 Deductions shall begin once a new employee has completed thirty (30) calendar days service and shall be retroactive to the date of hiring.

ARTICLE 6 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

- 6.01 The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union security and dues check-off.
- 6.02 On commencing employment, the employee's immediate supervisor shall introduce the new employee to his Union Steward or representative. The Steward or representative

will provide him or her with a copy of the Collective Agreement.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01 (a) The Union shall maintain a Grievance Committee consisting of three (3) members of the Union. Members of this Committee shall suffer no loss in salary or benefits as a result of performing their duties during regular working hours where absence is authorized as per Article 9.
- (b) An earnest effort shall be made to settle grievances fairly and promptly in the following manner:
- Step 1 - All grievances which might arise shall first be reduced to writing and shall be discussed between the Grievance Committee and the appropriate immediate superior, but such superior shall not be less than a foreman classification. The grievance must be submitted for discussion within seven (7) days of occurrence of the grievance.
- Step 2 - If a satisfactory settlement cannot be arranged between the Grievance Committee and the immediate superior, then said grievance shall be discussed between the Grievance Committee and the appropriate Department head within fourteen (14) days of occurrence of the grievance.
- Step 3 - If a satisfactory settlement cannot be arranged between the Grievance Committee and the Department Head, then said grievance shall be discussed between the Grievance Committee and the **Chief Administrative Officer** within twenty-one (21) days of the occurrence of the grievance.
- Step 4 - Failing a satisfactory settlement being reached in Step 3, the Union may refer the dispute to arbitration.

- (c) A grievance shall be defined as any complaint where an employee alleges the Employer has been unjust or improper with respect to the interpretation, application, administration, or violation of the Collective Agreement.

7.02 Union grievances of a general nature may be submitted directly by the Union in writing to the **Chief Administrative Officer**, and the Grievance Committee of the Union, if so requested, shall meet with the **Chief Administrative Officer** to seek adjustment of the matter.

#### ARTICLE 8 - ARBITRATION

8.01 When either party requests that a grievance be submitted to arbitration, such dispute shall be settled in the following manner:

- (a) Either party of this Agreement may by notice in writing to the other party, notify the other party that the party giving notice requires that the dispute be settled by arbitration, and the party giving notice shall nominate an arbitrator by such notice. Within five (5) days of the date of such notice, the party to whom the notice is sent shall also name, in writing, an arbitrator.
- (b) The two (2) persons so named shall between themselves appoint a third person as Chairman. In case that they cannot agree upon a Chairman, the Chairman shall be appointed by the Minister of Labour for the Province of British Columbia.
- (c) Within seven (7) days of the appointment of the Chairman, the Board of Arbitrators shall meet to consider the matter in dispute and shall give their decision within ten (10) days of the final day of hearings. The findings of the majority of this Board shall be binding upon both parties and there shall be no strikes or lockouts during the period of disagreement.
- (d) Any disputes or disagreements as outlined above and requiring the exercise of the above procedure shall be dealt with as expeditiously as possible, and every opportunity shall be given to either party to

present fully the case in dispute before such Board.

8.02 The Union agrees that it will at all times, and under all emergencies, keep the essential services of the Corporation functioning. Essential services shall include sewer, water and health services.

8.03 Expedited Arbitration:

- 1) The parties shall determine by mutual agreement those grievances that are to be referred to expedited arbitration. Grievances to be referred to expedited arbitration shall be scheduled within one (1) month, if possible. The hearings shall be held at a mutually agreed upon location and facility.
- 2) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- 3) Prior to rendering a decision, the parties may mutually request the arbitrator to assist them in mediating a resolution to the grievance. Where the mediator fails to mediate a settlement after being requested by the parties to do so, an arbitral decision shall be rendered as contemplated herein.
- 4) Expedited arbitration decisions shall be completed and sent to the parties within ten (10) working days of the hearing, if possible.
- 5) The parties shall equally share the costs of the fees and expenses of the arbitrator. The expedited arbitrators who act as sole arbitrators under this section shall be agreed to by the parties. The expedited arbitrator shall have the same powers and authority as an arbitrator established under the Labour Relations Code.
- 6) The decision of the arbitrator shall be final and binding on the parties. All decisions of the arbitrator are to be limited in application to the particular dispute and are without prejudice. These decisions shall have no precedent value and

shall not be referred to by either party in any subsequent hearing of any kind.

- 7) The parties agree that there shall be no use of lawyers in these hearings.

#### ARTICLE 9 - ABSENCE FROM DUTY OF UNION OFFICIALS

9.01 Union representatives in the number mentioned may obtain permission from the Department Head or their immediate supervisor to be absent, and on obtaining such permission shall, if such absence shall be during such representative's regular shift in so absenting themselves from duty under the following circumstances:

- (a) Up to four (4) representatives of the Union for the purpose of negotiating in order to carry on collective bargaining pursuant to the provisions of the Industrial Relations Act.
- (b) Up to two (2) representatives to confer with the Employer regarding Union matters arising out of this Agreement.

9.02 Employees who are officials of the Union may, with the approval of the appropriate supervisor, be granted reasonable periods of time off without pay by the Employer for the purpose of attending to other Union business.

#### ARTICLE 10 - DISCHARGE, SUSPENSION AND DISCIPLINE

10.01 There shall be no discharge against any employee because of his membership or lawful activity in the Union PROVIDED THAT such activity does not interfere with his work as an employee of the Corporation.

10.02 In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer. Evidence shall be limited to the grounds stated in the discharge or discipline notice sent to the employee.

- 10.03 Whenever the Employer or his authorized agent deems it necessary to censure an employee in a manner indicating that dismissal may follow any further infraction or may follow if such employee fails to bring his work up to a required standard by a given date, the Employer shall:
- (a) Verbally censure the employee on the first offence.
  - (b) Give written censure indicating particulars, with a copy to the Secretary of the Union in addition to the employee on the second offence.
  - (c) A third offence may result in more severe discipline, including suspension or discharge.
- 10.04 An employee covered by this Agreement shall have the right to refuse to cross a picket line arising out of labour disputes. Failure to cross a picket line by a member of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

#### ARTICLE 11 - SENIORITY

- 11.01 Seniority shall be defined as an employee's length of unbroken service with the Employer.
- 11.02 During an employee's first ninety (90) calendar days of employment, he/she shall be on probation and shall not be deemed to possess seniority, and will not be eligible for insured benefits, holidays or vacations other than those provided by Statute. Upon completion of the probationary period, seniority shall be retroactive to the employee's date of hire.
- 11.03 Seniority shall apply in cases of promotion, demotion, transfer, layoff and recall after layoff, when skills, competence, efficiency and qualifications of the employees are relatively equal.
- 11.04 Employees shall lose seniority and all benefits:
- (a) Upon voluntary termination.
  - (b) If discharged and not reinstated by subsequent arbitration.

- (c) If on layoff for a period equal to length of service or one (1) year, which is the lesser.
- (d) Upon failure to report for work as scheduled without notifying the Employer within three (3) days.
- (e) Failure to report within one (1) week of scheduled start time, after notice of recall from layoff. N.B. (Failing all other attempts at communication, notice must be sent by registered mail at employee's last known address.)

#### ARTICLE 12 - PROMOTIONS AND STAFF CHANGES

- 12.01 Any employee who has been promoted or transferred to another established position shall be on trial as to that position for a period of ninety (90) days. If the employee fails to satisfactorily complete his trial period he shall be returned to his former position.
- 12.02 If a job vacancy occurs, or a new position is created which comes within the scope of this Agreement, notice or such vacancy or new position shall be posted in a manner which gives all employees adequate access to the information contained in such notice, and such vacancy or new position shall not be permanently filled until at least one (1) week has elapsed after the posting of such notice. No outside help shall be hired to fill such position or vacancy until all members of the regular staff have had the opportunity of applying, always subject to the consideration of merit, fitness or ability to perform the work required by the vacancy or new position.

#### ARTICLE 13 - LAYOFF AND RECALL

- 13.01 In the event of layoff, employees shall be laid off in the reverse order of seniority and competency in their category and, if necessary, rehired on the basis of such seniority.
- 13.02 Employees laid off due to a reduction in staff and who fail to return to work within ten (10) days after being notified by registered mail to do so, shall be considered out of the service and shall forfeit all seniority

rights, unless through sickness or any other proper cause agreed upon by the Employer and the Union.

13.03 Notice Required

- (1) The Employer shall not lay off an employee without giving the employee, in writing, at least:
  - (a) Two (2) weeks notice, where the employee has completed a period of employment of at least six (6) consecutive months, and
  - (b) After the completion of a period of employment of three (3) consecutive years, one (1) additional weeks notice, and for each subsequent completed year of employment an additional week's notice, up to a maximum of eight (8) weeks notice.
- (2) The period of notice shall not coincide with an employee's annual vacation.
- (3) Where the Employer lays off an employee, he may, instead of the notice required to be given under subsection (1), pay the employee severance pay equal to the period of notice required.
- (4) Payment under subsection (3) does not relieve the Employer from making any other payment to which the employee is entitled.

ARTICLE 14 - HOURS OF WORK

- 14.01 For outside (hourly) paid employees, except as otherwise provided:
- (a) The regular working week shall constitute forty (40) hours between 7:00 a.m., Monday, and 3:30 p.m., Friday.
  - (b) The regular working day shall constitute eight (8) consecutive hours between 7:00 a.m. and 3:30 p.m.

- (c) Employees working on any shift other than the regular day shift shall receive a differential of fifty cents (\$.50) per hour for every hour worked between the hours of 3:30 p.m. and 11:00 p.m., and a differential of seventy-five cents (\$.75) per hour for every hour worked between the hours of 11:00 p.m. and 7:00 a.m.
  - (d) The Employer has a right to change an employee's schedule of working hours when shift work is required, provided that an employee is given at least twenty-four (24) hours notice of such change in shifts. Failure to notify the employee(s) concerned shall necessitate the payment of the employee(s) at the rate of one and one-half times (1-1/2X) for all hours worked throughout his first day of work on the new shift.
- 14.02 The Union's submission on recreation shall be kept on file for future reference.
- 14.03 Shifts shall commence and end at the yard, or at the job, whichever is designated by the **Director of Engineering and Development Services**.
- 14.04 Employees shall receive a premium of forty cents (\$.40) an hour for all straight time hours worked on Sunday.
- 14.05 Employees shall be entitled to two (2) ten (10) minute rest periods during each shift.
- 14.06 Other shifts may be established by mutual agreement between the Employer and the Union. However, if mutual agreement on shifts cannot be reached within seven (7) working days after the proposed shift was first submitted to the Union, the Employer may, within ten (10) working days, refer the matter to a Board of Arbitration.
- 14.07 For payroll purposes, the work week commences at 12:00 midnight Sunday and finishes at 12:00 midnight the succeeding Sunday midnight.

ARTICLE 15 - OVERTIME, OUTSIDE EMPLOYEES (HOURLY PAID)

- 15.01 (a) Regular rate of pay is defined as that rate of pay for each classification as listed in Schedule "A", Salary and Wage Schedule.
- (b) Overtime is defined as all time worked in excess of eight (8) hours per day or forty (40) hours per five (5) consecutive day week by hourly-paid employees.
- 15.02 Overtime shall be paid at the rate of double (2X) the regular rate of pay for all hours worked in excess of eight (8) hours in any one (1) day, except as outlined in Article 15.09.
- 15.03 Overtime worked on Saturday and Sunday will be paid at the rate of double (2X) the regular rate of pay, with a minimum of one and one-half (1-1/2) hours overtime payment.
- 15.04 Overtime worked on all statutory holidays and those holidays declared by the dominion or provincial government shall be paid at the rate of double time (2X) the regular rate of pay for all hours worked, in addition to the normal holiday pay for the day.
- 15.05 No layoff shall be made in order to offset overtime worked.
- 15.06 When mutually agreed between employee and Employer, an employee may elect to take time off in lieu of overtime pay. Such time off shall not interfere with normal operations and the employee must give ten (10) working days notice of intended time off. Accumulated overtime shall not exceed eighty (80) hours at any one time.
- 15.07 An employee who is not scheduled to work on a statutory holiday shall receive holiday pay equal to one (1) day's pay. An employee who is scheduled to work shall be paid at the rate of double time (2X), plus another day off with pay at a time mutually agreed upon by the employee and Employer.
- 15.08 Any holiday declared by the Employer shall be paid at the rate of double time (2X) for all hours worked, in addition to the normal holiday pay for the day only if the declared holiday falls on a normal work day.

15.09 Contracted-In Capital Works Projects Overtime Provisions

When the Employer contracts in capital works projects, the parties agree to the following overtime provisions for bargaining unit members assigned to those projects: Overtime shall be paid at the rate of time and one-half (1½X) for the first two (2) hours, and at double time (2X) for all time following.

ARTICLE 16 - HOLIDAYS

16.01 The recognized statutory holidays for the purpose of this Agreement are as follows:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. Day	

Each employee is entitled to one (1) additional holiday per year to be used as a floater at the employee's discretion. Should any other provincial or dominion holiday be declared, the floating holiday shall become that declared holiday.

16.02 If by law or decree another day is substituted for the observance of any holiday listed in this Article, the day of observance shall be considered as the holiday insofar as payment for the listed statutory holiday is concerned.

16.03 All employees shall receive one (1) day's pay for not working on these holidays PROVIDED THAT the employee(s) shall have worked the last regularly scheduled shift immediately preceding the holiday and the first regularly scheduled shift following the holiday unless prevented from doing so through non-compensable illness approved by the Employer or compensable illness covered by the Workers' Compensation Board, or unless they are on approved leaves of absence as provided in this Agreement.

16.04 An employee temporarily employed at the rate of pay higher than his regular basic rate shall be paid, when entitled to pay for a statutory holiday, at the higher

rate of pay providing he has been working at the higher rate for the preceding five (5) working days.

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

#### ARTICLE 17 - VACATIONS

- 17.01 For the purpose of this Article, the calendar year shall be from January 1 to December 31, inclusive.

The word "service" in this section is construed to mean service with the Employer. All employees of the Corporation shall be entitled to annual vacations with pay as herein set forth:

- (a) Employees who complete the years of service shown under column one shall have the number of days of annual vacation with pay during that year and subsequent years as provided in column two.
- (b) During their first calendar year of service, employees shall accumulate one (1) working day for each completed month of employment or major fraction thereof, to a maximum of ten (10) working days. Employees shall receive an annual vacation equivalent to the accumulated working days at the employees' regular rate of pay.

After 2nd vacation calendar year	15 days
After 7th vacation calendar year	20 days
After 16th vacation calendar year	25 days
After 25th vacation calendar year	30 days

- 17.02 Vacations for all employees shall be taken at such time when quantity and regularity of production of the work of the Employer shall not be impaired, PROVIDED THAT the Employer shall endeavour to accommodate the employees in their desires regarding the times of their vacations.

Vacation preferences shall be based on a list of employees ranked in descending order of seniority. In the first year, the most senior employee shall have first choice as to dates of vacation and the next senior

employee shall in turn have second choice of vacation dates, and so on, until all employees on the list have been accommodated. The employee at the top of the vacation list in any year shall be moved to the bottom of the list in the next year, and all other employees shall move up one position on the list. If an employee fails to exercise his choice of vacation dates in accordance with this procedure, his position will move on the list in the same manner as if he had exercised his choice. New employees shall be placed at the bottom of the list at the time of hiring.

- 17.03 Vacation pay shall be paid not later than one (1) day prior to the date on which an employee is to take his vacation, if requested.
- 17.04 Gross wages shall be the total wages or salaries, including paid statutory holidays received in the vacation year.
- 17.05 If a statutory holiday to which an employee would otherwise be entitled falls within his annual vacation period, he shall receive one (1) additional day of vacation with pay in lieu of the said statutory holiday.
- 17.06 The vacation period taken in the current year shall be the vacation entitlement as determined at the conclusion of the previous vacation calendar year.
- 17.07 An employee whose vacation entitlement is twenty (20) working days or more may carry any additional vacation time over into the succeeding vacation year, but the entire accumulated entitlement must be taken in the year following accumulation and according to the provisions of Article 17.02 above.

#### ARTICLE 18 - SUPPLEMENTARY VACATION

- 18.01 All employees shall receive a supplementary vacation of one (1) week only, after ten (10) years of continuous service, that one (1) week to be taken between their tenth (10th) and twentieth (20th) anniversary.
- 18.02 All employees shall receive a supplementary vacation of two (2) weeks only, after twenty (20) years of continuous service, that two (2) weeks to be taken after their

twentieth (20th) anniversary and every tenth (10th) year thereafter.

- 18.03 The supplementary vacation may be taken in conjunction with the regular vacation to which the employee is entitled provided such regular vacation shall be taken in accordance with the provisions of Section 17.02.
- 18.04 The supplementary vacation must be taken prior to the employee becoming eligible for his next earned period of supplementary vacation.
- 18.05 One (1) week's supplementary vacation pay shall be equal to five (5) working days' pay at the employee's regular basic rate of pay.

#### ARTICLE 19 - SICK LEAVE PROVISIONS

- 19.01 All permanent employees shall be entitled to sick leave with pay on the basis of one and one-half (1-1/2) days sick leave with pay for each month of service. Unused sick leave shall be cumulative in the amount of one and one-half (1-1/2) days per month to a total of one hundred and ten (110) days. Upon termination of employment or retirement of an employee, there shall be no pay-out of unused sick leave. Employees taking sick leave shall complete a time slip and a record of illness form.
- 19.02 A doctor's certificate must be provided by all employees taking sick leave, if the Employer so requests. Benefits under this section for three (3) or more consecutive days must have the required doctor's certificate.
- 19.03 It is understood and agreed that the benefits of sick leave shall not apply to an accidental bodily injury arising out of, or in the course of any employment for which the employee is entitled to remuneration under the provisions of the Workers' Compensation Act.
- 19.04 Supplementation of Compensation Award
- An employee prevented from performing his regular work with the Employer on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Compensation Act shall receive his regular pay from the Employer, and shall have deductions of that portion of the pay not paid

by the Workers' Compensation Board made from his sick leave entitlement for each day the employee is entitled to Workers' Compensation, provided the employee has the requisite number of sick leave days left to his credit and further provided that this section shall apply only to those employees who have completed the probationary period.

The Employer shall receive the Workers' Compensation cheque and shall pay the employee his regular rate. In the event an employee does not have sufficient sick leave entitlement, the employee shall receive the Workers' Compensation cheque.

#### ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES

- 20.01 The classification of employees covered by this Agreement and the wages or salaries to be paid to such employees shall be as set out in Schedule "A" attached hereto and which is hereby declared to form part of this Agreement.
- 20.02 New employees engaged on an hourly rate shall be entitled to the basic rate of pay for the appropriate classification as set out in the said Schedule "A".
- 20.03 Employees who have given long and faithful service in the employ of the Corporation and who have become unable to handle their regular jobs will be given preference for such other employment as is suitable and may be available.
- 20.04 Employees transferred to lower-rated job classifications shall be dealt with as follow:
- (a) Where the transfer is temporary, the employees' regular rate shall be maintained.
  - (b) Where the transfer is to be permanent, reclassification to the lower rate will become effective ten (10) working days following the date of transfer.
  - (c) Where the transfer occurs as the result of a layoff, the lower rate becomes effective immediately.

20.05 The Employer agrees that when any employee is requested or directed to temporarily perform work in a higher classification then the employee so affected shall be paid on an hourly basis at the higher rate of pay, PROVIDED THAT the said employee works one (1) or more hours at the higher-rated position.

20.06 Training Program

The **Director of Engineering and Development Services** shall institute a Voluntary Improvement Training Program whereby employees may choose to improve their abilities and opportunities for advancement. Costs of the program shall be borne by the Employer. Employees taking the course will not be paid for any off-duty time spent taking the course.

20.07 Meal Allowances

The Employer will pay a meal allowance of up to five dollars (\$5.00) for breakfast, and up to ten dollars (\$10.00) for dinner, when the employee eats in a public restaurant and under the following circumstances:

- (a) When an employee is required to work continuously more than four (4) hours beyond the end of his regular scheduled shift.
- (b) When an employee on day shift is called out before 7:00 p.m. and is required to work beyond 11:00 p.m.
- (c) On days an employee is not scheduled to work, after four (4) hours and after nine (9) hours continuous work, if required to continue working after such hours.

An employee entitled to the meal allowance shall be granted one-half (1/2) hour with pay.

20.08 Standby

An employee who is required to be available on call (standby) for any emergency which may arise, shall receive four (4) hours pay at his basic wage for

Saturdays, Sundays or statutory holidays, and two (2) hours at his basic wage for week days.

20.09 Call Out

A call out is defined as a call to work after an employee has gone home from his normal day's work without knowledge that he will be called back. Call out time shall be paid at two times (2X) his basic hourly rate, with a minimum of two (2) hours pay.

20.10 Reporting

(a) An employee reporting for work and finding no work available due to reasons beyond his or her control shall be entitled to two (2) hours pay at his regular rate of pay.

(b) When an employee reports for work and starts work he shall receive four (4) hours pay at his regular rate of pay.

20.11 Pay Days

(a) Hourly paid employees shall be paid every alternate Friday. Salaried employees shall be paid on the last day of the month, with a mid-month advance.

(b) Employees' cheques shall be available at the office or at the yard, whichever is appropriate, by 3:30 p.m. on the above-mentioned days.

(c) Hourly paid employees shall be paid in full all wages due up to the period ending not more than five (5) days prior to the date of payment.

ARTICLE 21 - JOB CLASSIFICATION AND RECLASSIFICATION

21.01 If a new position is created for which no classification exists, the wages for such new position and the classification thereof shall be established by agreement between the Employer and the Union and when so established shall be deemed to have been set out in the said Schedule "A".

ARTICLE 22 - WELFARE BENEFITS

22.01 Superannuation

- (a) All eligible employees shall be covered by the Municipal Superannuation Plan.
- (b) The Employer shall have the exclusive right to retire any employee at the age of sixty-five (65) years.

22.02 Medical Plan/Vision Care

The Employer agrees to pay for one hundred percent (100%) of the monthly premium costs of the Medical Services Plan of BC and Extended Health Benefits for each employee, including eye care coverage of two hundred and twenty-five dollars (\$225) per family member per twenty-four (24) month period with twenty-five dollars (\$25) deductible. **Effective April 1, 2003, the above eye care coverage shall be increased to three hundred dollars (\$300) per family member every twenty-four (24) month period with twenty-five dollars (\$25) deductible.**

22.03 Dental Plan

The Employer agrees to provide **Pacific Blue Cross** dental benefits consisting of:

- Plan A - basic services, one hundred percent (%100),
- Plan B - prosthetics, 70/30 co-insurance;
- Plan C - orthodontics, 80/20 co-insurance, **to a lifetime maximum of three thousand dollars (\$3000) per dependent child.**

Premiums are to be paid one hundred percent (100%) by the Employer.

22.04 Workers' Compensation

No employee shall be discharged while in receipt of compensation from the Workers' Compensation Board as a result of an injury or sickness arising out of his employment with the Employer, PROVIDED HOWEVER, that where an employee is unable to return to work because of

a compensable illness or injury and has been granted a pension by the Workers' Compensation Board, his employment with the Employer shall be considered terminated and all municipal benefits shall cease as from the effective date of the pension.

22.05 Long Term Disability Insurance

The Employer agrees to maintain a Long Term Disability Insurance plan for employees covered by this Agreement, details of which shall be mutually agreed between the parties. The cost of the plan shall be paid one hundred percent (100%) by the Employer.

22.06 Group Life Insurance

The Employer shall provide a Group Life Insurance plan including Accidental Death and Dismemberment (AD&D), at a benefit level of sixty thousand dollars (\$60,000). The cost of the plan shall be paid one hundred percent (100%) by the Employer.

ARTICLE 23 - SAFETY AND HEALTH

23.01 Co-operation on Safety

The Union and the Employer shall co-operate in improving rules and practices which will provide adequate protection to employees engaged in hazardous work.

23.02 Safety Measures

Employees working in any unsanitary or dangerous jobs shall be supplied with all the necessary tools, safety equipment, and protective clothing.

23.03 Safety Committee

A Safety Committee comprised of the **Director of Engineering and Development Services** and one member of CUPE Local 2062 shall be formed to promote safety.

23.04 Right to Refuse

Employees shall have the right to refuse unsafe work pursuant to Article 8:24 of the Industrial Health and Safety Regulations.

ARTICLE 24 - UNIFORM AND CLOTHING ALLOWANCES

- 24.01 The Employer will provide a suit of wet weather clothing, hipwaders, and rubber gloves for employees engaged in sewer and water operations. The Employer shall be responsible for cleaning and disinfecting all such clothing and hipwaders.
- 24.02 Safety goggles, face masks, fluorescent vests, safety helmets and respirators will be provided by the Employer when required to be used.
- 24.03 All clothing and safety equipment shall be furnished on a loan basis and the employee will be required to return them in good and serviceable condition, fair wear and tear excepted.
- 24.04 The Employer shall supply each regular full-time employee with two (2) pairs of coveralls per year. New coveralls will be issued upon receipt of old coveralls.
- 24.05 The Employer shall supply four (4) pairs of work gloves per year to each regular full-time employee.
- 24.06 The Employer shall provide each regular full-time employee with an annual one hundred dollar (\$100) workboot allowance, which may be cumulative for two years, provided the Employer receives a receipt of purchase of new boots. **Effective January 1, 2004 this allowance shall be increased to one hundred and fifty dollars (\$150) per annum, cumulative for two (2) years.**

ARTICLE 25 - JOB SECURITY

- 25.01 Except in the case of emergency or for the purpose of giving or imparting instruction or training, no employee of the Employer excluded from the bargaining unit shall perform any work normally performed by a person in an hourly paid job.

ARTICLE 26 - APPROVED ABSENCE

26.01 In this Agreement approved absence includes the following:

- (a) Approved annual vacation.
- (b) Service with the Armed Forces during wartime.
- (c) Personal illness or reasons beyond the control of the employee, when reported immediately to the Employer and approved by the Employer, or any other absence approved in writing by the **Chief Administrative Officer**.
- (d) Any layoff not exceeding six (6) months, providing the employee returns to work within three (3) days of being called upon by the Employer.

26.02 If an employee is absent without notification for a period of one (1) day or more his employment may be terminated, unless such notification was not reasonably possible. His absence will be considered a voluntary separation or a "quit without notice". Such termination and reason therefor shall be duly recorded on his service record.

26.03 An employee who has the honour to be elected to a full-time position as an officer of the Union or the Canadian Union of Public Employees shall be granted leave of absence without pay for a period of up to one (1) year.

26.04 Compassionate Leave

Employees shall be granted three (3) days leave of absence without loss of pay in the event of death in the immediate family. The immediate family is defined as follows:

Husband	Wife	Child
Common-law Spouse	Mother	Father
Brother	Sister	Grandmother
Grandfather	Grandchild	Spouse's Grandparents
Mother-in-law	Father-in-law	Brother-in-law
Sister-in-law		

Additional leave of absence without loss of pay may be granted by the Chief Administrative Officer of the Employer where the bereavement takes place outside the province. The length of such additional leave of absence shall be determined by the Chief Administrative Officer.

26.05 Maternity Leave

(a) Maternity leave shall be taken in accordance with the Employment Standards Act.

(b) Seniority Status During Maternity Leave

While on maternity leave an employee shall retain her full employment status and accumulate all benefits under this Collective Agreement.

(c) Employer Payment of Employee Benefits During Maternity Leave

During the period of maternity leave, the Employer shall continue to pay the hospital, medical, group life insurance, and other employee benefits of this Agreement.

26.06 Paid Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority benefits to any employee who serves as a juror or witness in any court. The Employer shall pay such an employee the difference between his normal earnings and the payment he receives for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of his employment shall be considered as time worked at the appropriate rate of pay.

26.07 Education Leave

An employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his employment qualifications with prior approval of Council.

ARTICLE 27 - GENERAL

- 27.01 If legal proceedings are taken against an employee whilst engaged in the scope of his employment with the Employer, in the event that the employee is found not guilty or liable in respect of such charge or proceedings, he shall be reimbursed by the Employer for legal expenses incurred in his defence against such proceedings.
- 27.02 Whenever the singular or masculine is used throughout this Agreement, the same shall be construed as meaning the plural or feminine. Unless otherwise herein specifically provided, Union activities shall not be pursued during working hours.
- 27.03 All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement but may be modified by mutual agreement between the Employer and the Union.
- 27.04 Every employee shall provide a photocopy of his/her valid B.C. Driver's Licence on January 1 and July 1 of each year.

#### ARTICLE 28 - TERMS OF AGREEMENT

- 28.01 This Agreement shall take effect from January 1, **2003** and shall remain in effect until December 31, **2005**. This Agreement shall automatically be renewed thereafter unless either party hereto shall give notice as provided for in Section 61(1) of the Industrial Relations Act of British Columbia, requiring the other party to commence collective bargaining.

IN WITNESS WHEREOF the Corporate Seal of the Corporation of the Village of Burns Lake has been hereunto affixed, and this Agreement has been executed by the duly authorized officers of the Employer and the Union the day and year below written.

The CORPORATE SEAL of the CORPORATION OF THE VILLAGE OF BURNS LAKE was hereunto affixed by and in the presence of:

Signed by the President and Vice-President of the CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2062:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
CHIEF ADMINISTRATIVE OFFICER

\_\_\_\_\_  
VICE-PRESIDENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ , A.D. 2003

## THE CORPORATION OF THE VILLAGE OF BURNS LAKE

## SCHEDULE "A"

SALARY AND WAGE SCHEDULE

	<u>Jan. 1/03</u>	<u>Jan. 1/04</u>	<u>Jan. 1/05</u>
Seasonal Labourer	\$10.34	\$10.45	\$10.65
Labourer 1	18.60	18.87	19.35
Labourer 2	19.33	19.62	20.11
Refuse Swamper	19.84	20.04	20.44
Truck Driver	23.94	24.30	24.91
Refuse Truck Driver	24.22	24.46	24.95
Flusher Truck Driver	24.22	24.46	24.95
Utility Man	25.54	25.80	26.31
Utility Man with Level I Operator's Certificate	25.84	26.09	26.62
Utility Man with Level II Operator's Certificate	26.12	26.38	26.91
Equipment Operator 1	25.68	25.94	26.46
Equipment Operator 2	26.22	26.48	27.01
Working Foreman	26.75*	27.02	27.56
General Foreman	27.32	27.59	28.14

It is agreed that the Working Foreman classification shall be paid not less than fifty cents (\$.50) per hour more\* than the Equipment Operator II classification.

Title I: GENERAL FOREMANPOSITION DESCRIPTION:

Works as the General Foreman as assigned by the **Director of Engineering and Development Services**. Supervises and assigns work to bargaining unit members.

DUTIES AND RESPONSIBILITIES:

The General Foreman is responsible to the **Director of Engineering and Development Services** for the performance of the following duties:

1. To oversee and assign public works functions covered by the Union Agreement as directed by the **Director of Engineering and Development Services**.
2. May be required to perform duties of other positions as listed in the Union Agreement as directed by the **Director of Engineering and Development Services**.
3. To assume the duties of the **Director of Engineering and Development Services** in his/her absence.
4. To perform related duties as assigned.

Title II: WORKING FOREMAN

POSITION DESCRIPTION:

Works as Foreman when so required by the General Foreman or **Director of Engineering and Development Services**. Performs duties of other job descriptions as stated in the Union Agreement as directed by the General Foreman or **Director of Engineering and Development Services**.

DUTIES AND RESPONSIBILITIES:

The Working Foreman is responsible to the **Director of Engineering and Development Services** or the General Foreman for the performance of the following duties:

1. To oversee and assist in carrying out any public works functions covered by the Union Agreement as directed by the **Director of Engineering and Development Services** or General Foreman.
2. To perform duties of other positions as listed in the Union Agreement as deemed necessary by the **Director of Engineering and Development Services** or General Foreman.
3. To assume the duties of the General Foreman in the absence of the General Foreman.
4. To perform related duties as assigned.

Title III: LABOURER 1

POSITION DESCRIPTION:

Performs various unskilled and simple semi-skilled duties under close supervision of superior.

DUTIES AND RESPONSIBILITIES:

The Labourer 1 is responsible to the **Director of Engineering and Development Services** or his delegated supervisor for the performance of the following duties:

1. To perform a variety of unskilled and simple semi-skilled manual tasks related to Public Works projects, assisting in the repair and maintenance of sewer and water systems, roads, sidewalks and parks, etc.
2. To perform heavy manual labour, usually of the pick and shovel type, in assisting in the excavation and backfilling of holes, ditches, etc.
3. To perform seasonal work such as clearing of snow, spreading gravel and cinders, etc.
4. To perform related duties as assigned.

Title IV: LABOURER 2

POSITION DESCRIPTION:

Performs various semi-skilled labouring duties in regard to the maintenance of the municipality's sewer and water system.

DUTIES AND RESPONSIBILITIES:

The Labourer 2 (sewer and water) is responsible to the **Director of Engineering and Development Services** or the delegated supervisor for the performance of the following duties:

1. To perform a variety of unskilled and semi-skilled tasks related to the repair and maintenance of the sewer and water system, roads, sidewalks, parks, cemetery, etc.
2. To perform heavy manual labour, usually of the pick and shovel type, in assisting in the excavation and backfilling of holes, ditches, etc.
3. To install valve bases, lay pipe, install manholes.
4. To perform related duties as assigned.

Title V: REFUSE TRUCK SWAMPER

POSITION DESCRIPTION:

Loads and unloads refuse and garbage under the direct supervision of the Refuse Truck Driver.

DUTIES AND RESPONSIBILITIES:

The Refuse Truck Swamper is responsible to the Refuse Truck Driver for the performance of the following duties:

1. To load and unload refuse and garbage under the direct supervision of the Refuse Truck Driver.
2. To observe correct loading and unloading procedures.
3. To observe all applicable safety regulations.
4. To perform related duties as assigned.

Title VI: TRUCK DRIVER

POSITION DESCRIPTION:

Operates vehicles used in transporting materials, equipment and men.

DUTIES AND RESPONSIBILITIES:

The Truck Driver is responsible to the **Director of Engineering and Development Services** or his delegated supervisor for the performance of the following duties:

1. To perform various trucking duties as detailed by the **Director of Engineering and Development Services** such as the handling of materials and supplies, including the towing of light construction and maintenance equipment.
2. To perform minor repairs and maintenance on vehicles and equipment to which he is assigned.
3. To assist in and ensure correct loading of vehicles.
4. To observe all highway and safety regulations.
5. To perform related duties as assigned.

Title VII: FLUSHER TRUCK DRIVER

POSITION DESCRIPTION:

Operates vehicles used in water flushing of streets and transporting of water for other Public Works functions.

DUTIES AND RESPONSIBILITIES:

The Flusher Truck Driver is responsible to the **Director of Engineering and Development Services** or his delegated supervisor for the performance of the following duties:

1. To perform trucking duties relating to cleaning streets and sidewalks with water flushing.
2. To perform minor repairs and maintenance on the vehicle and equipment to which he is assigned.
3. To transport water for any Public Works or emergency function as deemed necessary by the **Director of Engineering and Development Services**.
4. To ensure correct loading of the vehicle.
5. To observe all highways and safety regulations.
6. To perform related duties as assigned.

Title VIII: REFUSE TRUCK DRIVER

POSITION DESCRIPTION:

Operates refuse truck and supervises Refuse Truck Swampers.

DUTIES AND RESPONSIBILITIES:

The Refuse Truck Driver is responsible to the **Director of Engineering and Development Services** or his delegated supervisor for the performance of the following duties:

1. To operate a refuse truck over an assigned route, stopping as required to load garbage and refuse and to drive loaded truck to the garbage dump.
2. To supervise the work of one or two swampers.
3. To perform the minor repairs and maintenance on the truck to which he is assigned.
4. To assist in and ensure correct loading and unloading of truck, observe all highway and safety regulations and Village Garbage By-Law.
5. To perform related duties as assigned.

Title IX: UTILITY MANPOSITION DESCRIPTION:

Works with and supervises a crew of labourers and assists equipment operators and is expected to exercise some independent judgement in the performance of this work.

DUTIES AND RESPONSIBILITIES:

The Utility Man is responsible to the **Director of Engineering and Development Services** or his delegated supervisor for the performance of the following duties:

1. To perform under supervision a variety of semi-skilled and skilled tasks relating to Public Works projects including the installation, repair, maintenance and operation of the following:
  - (a) Roads, sidewalks, parks and cemetery.
  - (b) All parts of the storm and sanitary sewer systems including mains, manholes, services and miscellaneous fittings, sewage lift stations, sewage treatment and disposal facilities.
  - (c) All parts of the water pumping and distribution system including:
    - (1) Pumps,
    - (2) Chlorination and fluoridation equipment,
    - (3) Water meters,
    - (4) Piping, mains, hydrants, valves, reservoirs and other miscellaneous fittings.
  - (d) To perform general maintenance tasks on municipal buildings as required.
  - (e) He shall also inspect, record and maintain records on a daily basis as required.
2. To perform related duties as assigned.
3. To report any defects or malfunctions of any system found during normal duties.

Title X: EQUIPMENT OPERATOR 1  
(Backhoe/Loader)

POSITION DESCRIPTION:

Operates a backhoe/loader (wheel or track) engaged on various projects related to the Public Works Department.

DUTIES AND RESPONSIBILITIES:

The Equipment Operator 1 is responsible to the **Director of Engineering and Development Services** or his delegated supervisor for the performance of the following duties:

1. To operate and maintain a backhoe/loader (wheel or track) used in the various Public Works Functions including sewer, water, roads, snow clearing, etc.
2. To perform minor repairs and maintenance of the equipment including lubrication, etc.
3. To assemble or remove, as required, the various attachments used in the performance of various functions of the unit.
4. To observe all highway and safety regulations where applicable.
5. To perform related duties as assigned.

Title XI: EQUIPMENT OPERATOR 2  
(Grader & Backhoe/Loader)

POSITION DESCRIPTION:

Operates a grader or backhoe/loader (wheel or track) engaged on various projects related to the Public Works Department.

DUTIES AND RESPONSIBILITIES:

The Equipment Operator 2 is responsible to the **Director of Engineering and Development Services** or his delegated supervisor for the performance of the following duties:

1. To operate and maintain a grader used in road repair, construction and maintenance, drainage work, site preparation, airport maintenance, snow removal and any other related functions.
2. All other duties as listed under the Equipment Operator 1 category.

Title XII: Seasonal Labourer

POSITION DESCRIPTION:

Performs various unskilled and simple duties under close supervision of superior.

DUTIES AND RESPONSIBILITIES:

The Seasonal Labourer is responsible to the **Director of Engineering and Development Services** or his delegated supervisor. The Seasonal Labourer is paid considerably less than a Labourer I position therefore the Seasonal Labourer shall be responsible for the performance of the following duties:

1. To perform a variety of unskilled and simple tasks related to Public Works
2. To perform light manual labourer duties: grass cutting, weed eating brushing, sweeping, litter pickup, washing, cleaning and painting.
3. To perform other related duties as agreed between the Union and the Employer.

LETTER OF UNDERSTANDING

BETWEEN

VILLAGE OF BURNS LAKE

AND

CUPE LOCAL 2062

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Re: Winter Schedule

Whereas the Village intends to operate a winter schedule for the months of October to and including April, the parties agree as follows.

Two (2) employees will be scheduled to work an extended regular shift of ten (10) straight time hours, four (4) days per week, for a total of forty (40) straight time hours per week on a continuous operations schedule.

The balance of employees will continue to work a normal eight (8) hour shift in accordance with the collective agreement.

The extended shifts will be offered, on a voluntary basis, to employees on the applicable crew having the required skill and ability. Should an insufficient number of employees with the required skill and ability volunteer, the extended shift will be staffed, in reverse order of seniority, by employees from the crew having the required skill and ability.

Employees working the extended shift shall be paid overtime after working ten (10) hours on any regularly scheduled work day and after working (40) hours in any week.

Shift differential shall apply as per article 14.01 (c).

Sunday premium shall apply as per article 14.04.

Employees working the extended shift shall receive two (2) rest breaks per shift as per article 14.05.

Employees working the extended shift shall receive ten (10) hours pay for statutory holidays not worked. They shall be paid the applicable overtime rate for all hours worked on a statutory holiday, plus they shall receive an additional day off with pay in lieu of such holiday.

Employees working the extended shift shall have their vacation and supplementary vacation entitlements converted to hours (i.e.

1 day = 8 hours). When they take a day off for vacation or supplemental vacation purposes, they shall have ten (10) hours deducted from their hourly vacation or supplemental vacation entitlement.

Employees working the extended shift shall have their sick leave entitlements converted to hours (i.e. 1 day = 8 hours). When they take a day off on sick leave, they shall have (10) hours deducted from their hourly sick leave entitlement.

Other provisions of the collective agreement, if any, that grant benefits in days shall be converted to hours on the basis of eight (8) hours per day, for employees working the extended shifts under this Letter.

This Letter is intended to vary various provisions of the collective agreement, particularly the applicable provisions of articles 14, 15, 16, 17, 18 and 19. Where any provision of the collective agreement conflicts with this letter, the terms of this letter shall take precedence.

LETTER OF UNDERSTANDING  
BETWEEN  
VILLAGE OF BURNS LAKE  
AND  
CUPE LOCAL 2062  
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Re: Summer Weekend Work

**Should the Employer decide to schedule regular straight-time shifts during the months of April through and including October, it shall schedule employees to perform such work in the following order of preference:**

- 1) Temporary employees with the required qualifications, experience, skill and ability, or
- 2) Casual employees with the required qualifications, experience, skill and ability
- 3) When there is an insufficient number of employees with the required qualifications, skill and ability readily available under subsections (a) and/or (b) to meet the Employer's need, permanent/regular employees having the required qualifications, experience, skill and ability may then be scheduled, as below:

When the Employer intends to schedule a permanent employee to work a regular straight time shift on weekends during the above months because there is no temporary or casual employee readily available with the required qualifications, skill and ability, it shall first seek a volunteer to staff such shift. When no permanent/regular employee with the required qualifications, skill and ability volunteers, the Employer shall assign the work, in reverse order of seniority, to a permanent/regular employee having the required qualifications, skill and ability.