

**COLLECTIVE AGREEMENT**

**between**

**THE VILLAGE OF WARFIELD**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 2087**

**March 1, 2005 to February 28, 2007**

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## DEFINITIONS

A **"Casual Employee"** shall mean any employee hired on an intermittent basis. Casual employees shall be entitled to seniority and other benefits when they have completed 720 hours worked. (Excludes summer students.)

**"Day"** shall mean the 24-hour period from midnight to midnight.

**"Month"** shall mean a calendar month.

**"Regular Full-Time Employee"** shall mean an employee who works regularly scheduled full-time shifts.

**"Regular Part-Time Employee"** shall mean an employee who works regularly scheduled shifts but does not work the scheduled hours of a full-time employee.

**"Running Lunch"** shall mean a lunch to be eaten in the course of work, when conditions permit.

**"Service Date"** shall mean first day of employment.

**"Temporary Employee"** means an employees hired for a specific period of time (not to exceed five (5) consecutive months) in any one (1) year, but does not include student hired for job experience during school vacations. A temporary employee working in excess of five (5) consecutive months in any one (1) year shall be reclassified to the status of a regular part-time or full-time employee. A temporary employee shall be entitled to the same benefits as a regular part-time employee.

**"Week"** shall mean the regular working week.

**"Year"** shall mean a period of twelve (12) months beginning at any given date.

## **ARTICLE 1 - RECOGNITION OF THE UNION**

### **1.01 Executive Bargaining Agency**

The Village recognizes the Union as the exclusive bargaining agency for the purpose of conducting collective bargaining on all matters pertaining to rates of pay, hours of work, and all other working conditions, as long as the Union retains its right to conduct collective bargaining on behalf of the employees of the Village under the provisions of the statutes of British Columbia.

The Employer shall provide the Union with all necessary information relating to the following matters for employees within the bargaining unit on a current basis:

- a. a list of employees, showing their names and classifications ranked according to seniority;
- b. job postings, job awards, promotions, demotions, and transfers;
- c. hiring, discharges, suspensions, discipline, resignations, retirements and deaths;
- d. job classification, job descriptions.

### **1.02 Union Security**

All employees shall maintain membership in the Union as a condition of employment. Employees, including newly hired employees, shall become members of the Union within thirty (30) days of employment.

### **1.03 Harassment and Discrimination**

The Village agrees that there shall be no discrimination against any employee by reason of his or her activities as a member of the Union, and the Union agrees that there shall be no intimidation on its part against any employee of the Village.

The Employer and the Union agree that discrimination and/or harassment of any employee because of colour, national origin, religion, age, marital status, sexual orientation, sex, race, creed, political affiliation and membership in union, or disability is absolutely prohibited. Every employee has the right to work in an environment of mutual respect, free from discrimination and harassment

including sexual harassment. Action contravening this policy will constitute grounds for discipline.

### Sexual Harassment

All employees have the right to work in an environment free from sexual harassment. For the purpose of this clause, sexual harassment is defined as follows:

- a) Unwanted sexual advances made by a person who knows or ought reasonably to know that such advances are unwanted, or
- b) Implied or expressed promises of reward for complying with a sexually oriented request, or
- c) Implied or expressed threat of reprisal, in this form either or actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request, or
- d) Sexually oriented literature, remarks and behavior, which may reasonably be perceived or create a negative psychological and emotional environment for work.

### Processing Complaints

Employees may process complaints about harassment through the grievance procedure, subject to the following changes:

- a) Where a person who is the subject of a complaint is the management representative at any step of the grievance procedure the grievance may be presented to another appropriate management representative(s);
- b) Management and Union representatives in the course of investigating a complaint of harassment shall have due regard for privacy and confidentiality of any and all persons involved in the complaint;
- c) An arbitrator in the determination of a complaint to harassment may take reasonable steps to protect the interest of all parties in privacy and confidentiality in this determination of procedural and evidentiary matters, subject to the requirement of fairness to all parties.

1.04 Gender in Collective Agreement

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

1.05 No Strikes or Lockouts

In accordance with the statutes of British Columbia, there shall be no strikes or lockouts during the length of this Agreement.

1.06 Managerial Exclusions

Without restricting the generality of the foregoing sections, it is agreed that the terms of this agreement shall apply to the non-managerial employees employed in the Village's public works department exclusively.

1.07 Union Check-Off and Induction

The Village agrees to the monthly check-off of all Union dues, assessments, initiation fees, and written assignments of amounts equal to Union dues.

1.08 The Village shall, during the life of this Agreement, deduct as a condition of employment a sum equivalent to dues as set by the Union from the pay due each month to each employee, and remit such deductions to the Financial Secretary of the Union in the month following in which such deductions are made.

1.09 Together with such remittances, the Village shall provide the Union with a list of the employees from whom such deductions were made.

1.10 The Village shall type on the Income Tax (T-4) Forms, the amount of union dues paid by each Union member during the reporting period.

1.11 The Village shall familiarize new employees with this Collective Agreement and with the conditions of employment, and it shall provide new employees with an opportunity to meet the Union Steward on, or shortly after employment.

1.12 Union Stewards

The Village agrees that the Union shall have the right to appoint or elect a Union Steward, as required by the Union, and the Union agrees to advise the Village in writing of such appointment.

### 1.13 Bulletin Boards

The Village agrees that the Union shall have the right to maintain a bulletin board in a conspicuous and convenient place, provided that the use of such bulletin board shall be restricted to the posting of notices regarding the business affairs, meetings, social events, postings, and reports of the Union.

### 1.14 Access to Personnel Files

An employee shall be entitled to review records kept in his or her personnel file, both paper and electronic form, during the Village's regular office hours.

### 1.15 Disciplinary Warnings

The record of any disciplinary action shall not be referred to or used against an employee where no further disciplinary warning was issued or action was taken by the Village concerning such employee within one year.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.01 The management of the Village's business, the promotion, demotion and discharge for proper cause, and the direction of the working force, including hiring of new employees, is vested exclusively in the Village, except as may be specifically provided otherwise in this Agreement.
- 2.02 The Village shall have the right to make, and alter from time to time, rules and regulations to be observed by all employees. Such rules and regulations shall not be inconsistent with the provisions of the Agreement.
- 2.03 All rules, regulations adopted by the Village and relating to employment shall be communicated in writing to the Union.
- 2.04 The Village shall have the right to retire an employee at the age of 65 years in accordance with the provisions of provincial statutes.
- 2.05 The Village shall have the right to select and appoint supervisory staff.

## **ARTICLE 3 - TECHNOLOGICAL CHANGE, AUTOMATION AND OTHER CHANGES**

3.01 The purpose of the following provisions is to preserve job security and stabilize employment and to protect as many regular employees as possible from loss of employment.

### 3.02 Notification of Changes

Three (3) months before the proposed introduction of any technological change that could result in a reduction in the number of permanent employees, the Village shall notify the Union of the proposed technological change.

### 3.03 Discussions Between the Parties

Any disputes arising from an adjustment resulting from technological change shall be discussed by the Village and the Union.

### 3.04 Training Programs

(a) The Village may, after consultation with the Union, retrain an employee for another position for such period of time as the Village deems appropriate instead of releasing such employee due to technological change. The Village shall assume the cost of such training. After the period of training, the employee shall have three (3) months to adapt fully to the new position. Should the employee not adapt to the new position he or she may then be released by the Village.

(b) If an employee who is displaced by technological change is retrained for, or assigned to a position at a lower rate of pay, such employee shall be retained at his or her previous rate of pay, but the rate increases due to that employee shall be limited to fifty percent (50%) of the negotiated increase for that position until the rate of pay for the new (lower paid) position is equal to the employee's transitional rate of pay.

### 3.05 Technological Displacement

In the event that a regular employee is displaced, he or she shall be offered an opportunity to bid on jobs held by an employee with less seniority providing the displaced employee possesses the qualifications required of the job held by the junior employee. During the term of this Agreement, any disputes arising in relation to adjustment or technological change shall be discussed between the bargaining representatives of the two (2) parties to this Collective Agreement.

### 3.06 Severance Pay

No regular employee shall be released because of technological change, except upon one (1) week's notice, pay included, for each year of service, to a maximum of four (4) weeks. During the notice period the employee shall be allowed up to five (5) hours per week, with pay, for the purpose of job interviews. Not less than two (2) days prior to the expiration of the aforesaid period of notice, the employee shall inform the Village if he or she elects to receive severance pay as herein provided, or to be laid off in accordance with Article 7.

3.07 If the employee elects to receive severance pay, he or she shall lose seniority in accordance with Article 7 of this Agreement. In the event a laid-off employee is rehired by the Village at a later date, he or she shall not be entitled to further severance pay for the period already compensated.

3.08 a) Subject to sub-clause b), the amount of severance pay entitlement to an employee pursuant to this Article shall be one (1) month's pay at regular rate for each three (3) full years of service completed by the employee.

b) The amount of severance pay shall not be less than one (1) month's pay, and it shall not be more than three (3) month's pay.

### 3.09 No New Employees

The Village shall not hire new employees until the provisions of Article 3.04 have been met.

## **ARTICLE 4 - DISCUSSION OF DIFFERENCES**

### **4.01 Committee on Labour Relations**

The Village shall appoint a "Labour Relations Committee" and it shall appoint members to that Committee to represent the Village. The Village shall inform the Union of its appointees to the Committee.

### **4.02 Union General Grievance Committee**

The Union shall appoint and maintain a committee to be called the "General Grievance Committee" whose members shall be employees of the Village and/or representatives of the Union. The Union shall inform the Village of its appointees to the Committee.

### **4.03 Grievance Investigations and Meetings**

Time spent during working hours by employees and Union Stewards investigating and settling disputes involving Village employees shall be recognized by the Village as time worked. The Union agrees to forward to the Village a list of the names of employees involved in such investigations and meetings.

4.04 The Village agrees to grant time off with pay during any working day to Officers of the Union required to attend meetings with the Village, provided that not less than four (4) hours notice be given by the Union to the Village of the time off requested.

## ARTICLE 5 - GRIEVANCE PROCEDURE

5.01 In the event of an employee having a grievance, the settlement of said grievance shall be handled under the following procedures:

Stage 1 Within thirty (30) working days of learning of the grievance, the employee or employees concerned, with their Union Steward or Union General Grievance Committee in attendance, shall endeavor to settle the dispute with the Supervisor. Failing to reach a satisfactory settlement of the dispute within one (1) day after its submission, the dispute may be referred to Stage 2

Stage 2 The employee or employees concerned, with their Union Steward or Union General Grievance Committee in attendance, shall meet with the Village Chief Administrative Officer and shall submit the grievance, in writing. Beginning at this stage and continuing to the final stage, all communications between the Union and the Village relating to a grievance shall be in writing.

Failing to reach a satisfactory settlement of the dispute within three (3) days after submission to the Village Chief Administrative Officer, the dispute may be submitted to Stage 3.

Stage 3 The Union's General Grievance Committee shall meet with a Committee of the Village Council. Failing to reach a satisfactory settlement of the dispute within five (5) days after such meeting, the dispute may be submitted to Stage 4.

Stage 4 A dispute remaining unresolved after stage 3 shall be submitted to an Arbitrator for a resolution.

5.02 Time Limits

The time limits established in this Article may be varied and/or extended only by mutual agreement between the Union and the Village. Where a dispute involves a question of general application, the Village and the Union may agree to bypass Stage 1 and 2.

## **ARTICLE 6 - ARBITRATION**

6.01 If the Union and the Village fail to resolve a grievance through stages 1 to 3 of the Grievance Procedure, such grievance shall be referred to an Arbitrator.

6.02 In the event that the Village and the Union are unable to agree on the selection of an Arbitrator, the British Columbia Minister of Labour shall be requested to appoint an Arbitrator. The Arbitrator's decision shall be final and binding on the Union and the Village.

6.03 Arbitrator's Expenses

The Union and the Village shall each be responsible for one half of the expenses incurred by the Arbitrator.

6.04 Arbitration Board

Notwithstanding article 6.01, the Union and the Village may agree to appoint a three-member arbitration board with the Union and the Village each appointing one member, and the third member being appointed by the first two appointees. In the event that the first two appointees are unable to agree on the selection of the third member, the British Columbia Minister of Labour shall be requested to appoint the third member. All provisions applicable to an arbitration board in this agreement, including the allocation of arbitration costs, shall apply to an arbitration board as they would apply to a single arbitrator.

## **ARTICLE 7 - SENIORITY**

### **7.01 Calculation of Seniority**

Seniority is defined as the length of service in the bargaining unit.

#### **a) Regular (Full-Time and Part-Time) Employees**

Following the probationary period, seniority credits shall commence from the service date of the employee and shall govern in all areas of this Agreement. For the purposes of promotion, demotion, and lay-off seniority of part-time employees shall be calculated as the number of hours worked since the service date of the employee.

#### **b) Temporary Employees**

Following the probationary period, seniority credits shall commence from the service date of the employee.

### **7.02 Seniority Lists**

a) The Village shall maintain a seniority list for its employees. The list shall show the service date of regular full-time employees and, for regular part-time, temporary, and casual employees the number of hours accrued since the service date in addition to the service date.

b) The Village shall update the seniority list annually, and it shall forward the list to the Union and post it annually in January on the bulletin board (article 1.12).

### **7.03 Probationary Period**

Employees shall be on probation for a period of ninety (90) calendar days from the service date. During this period, employees shall be entitled to all rights and benefits, unless otherwise specified in this Agreement.

7.04 On completion of the probationary period, seniority shall be effective from the service date.

#### 7.05 Promotions, Transfers, Demotions

The Village shall determine employee competency, efficiency, and ability in a fair and equitable manner. Such determination shall be subject to the provisions of Article 5. Where competency, efficiency and ability of competing employees are relatively equal, the more senior employee shall be given preference.

#### 7.06 Job/Position Classification Changes

An employee moving from one classification to another (e.g. regular full-time to regular part-time), where such move does not involve a change in pay rate, shall not be deemed to have been promoted or demoted.

An employee shall not be deemed promoted unless a vacancy has occurred and such vacancy has a higher rate of pay.

7.07 An employee may be transferred to a position within or outside of the bargaining unit. If transferred to a temporary position within the bargaining unit, the employee and the Union shall be notified in writing of the duration of the temporary transfer.

7.08 When an employee is temporarily transferred to a position with a rate of pay that is lower than his or her regular rate, such employee shall continue to receive his or her present rate of pay for the duration of the temporary transfer.

#### 7.09 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his or her consent. If an employee is transferred to a position outside of the bargaining unit, he or she shall retain his or her seniority accumulated up to the date of leaving the unit, but no further seniority shall be accumulated. An employee shall have the right to return to a position within the bargaining unit during a period of sixty (60) days following the transfer.

When an employee returns to the bargaining unit, he or she shall be placed in a job consistent with his or her seniority. Such return shall not result in the lay-off or bumping of an employee holding greater seniority.

7.10 In all cases of a temporary transfer, both within and outside of the bargaining unit, such temporary transfer shall not exceed sixty (60) days, unless the Union and the Village agree to extend the time limit.

7.11 A transfer that extends beyond a period of sixty (60) days, or to such extended time limit as the Union and the Village may agree, shall be deemed to be a permanent transfer.

7.12 Transfers within the Bargaining Unit

No employee shall be transferred to a position within the bargaining unit without his or her consent.

7.13 Special Skills Transfers

Employees may be selected for training and/or given special assignments to gain experience and/or to improve their skills and capabilities.

7.14 The Village shall have the right to select an employee for training, provided that on completion of the training assignment, such employee shall be reinstated in the position and pay classification he or she held prior to the assignment.

No employee shall lose seniority as a result of a training assignment.

7.15 Reduction of Work Force

An employee's job security shall increase in proportion to his or her seniority. In the event of a reduction in the work force, employees shall be laid off in reverse order of their seniority, subject to their qualifications and ability to perform the available work.

7.16 Advance Notice of Lay-Off

Subject to more favourable statutory requirements, an employee being laid off shall be entitled to work and be paid for ten (10) working days following receipt of the notice of layoff, or, at the discretion of the Village, an employee to be laid off shall be paid the equivalent of ten (10) working days with pay in lieu of notice.

In the event of a reduction in crew, all overtime to be worked shall be performed, whenever practicable, by laid off employees.

7.17 Recall Procedure

It shall be the responsibility of a laid off employee to keep the Village informed of his or her current address.

Subject to an employee's ability to perform the work, employees shall be recalled in order of their seniority. The Village shall notify employees being recalled by registered mail, and it shall give such employees ten (10) days notice of the recall.

An employee recalled to casual or temporary employment at a time when he or she is employed elsewhere shall not lose recall rights on the grounds of his or her refusal to return to work.

- 7.18 A laid off employee who fails to report for regular employment within ten (10) days of the date of a recall notice shall be deemed to have abandoned his or her recall right.

An employee who is required to give two (2) weeks notice to another employer shall be deemed to be in compliance within the ten (10) day limit for reporting to work provision.

7.19 No New Employees

A new employee shall not be hired until qualified laid off employees have been given a recall opportunity.

7.20 Loss of Seniority

An employee shall not lose seniority rights if he or she is absent from work because of sickness, accident, lay-off, or leave of absence approved by the Village.

An employee shall lose his or her seniority when:

- a) He or she is discharged for just cause and is not reinstated;
- b) He or she resigns in writing, and does not withdraw the resignation within two (2) days;
- c) He or she is absent from work in excess of five (5) working days without cause, or without notifying the Village, unless such notice was not reasonably possible;
- d) He or she fails to return to work within ten (10) calendar days after being recalled, unless absent for just cause with the Village's approval, and such approval shall not be unreasonably withheld.
- e) He or she is laid off for a period in excess of one (1) year.

### 7.21 Military Service

Service with the Armed Forces of Canada in time of war or compulsory military service shall not constitute a break in the continuous service and shall not effect an employee's right to return to his or her employment within a period of six (6) months from his or her discharge from the Forces.

### 7.22 Union Leaves/Business

Where the Village grants an employee time off or a leave of absence pursuant to Article 9, he or she shall not lose seniority rights, and shall be entitled to return to the previously held job.

### 7.23 Grievances Concerning Lay-Off or Recall

A grievance concerning lay-off or recall shall be initiated at Step 2 of the Grievance Procedure.

## **ARTICLE 8 - JOB DESCRIPTION, POSTING, VACANCIES AND APPOINTMENTS**

### **8.01 Job Description**

The job descriptions for all positions and classifications shall be those established in Schedule "A" attached to and forming part of this Agreement.

### **8.02 Notice of New Position**

If Village establishes a new position, the classification and wage for such position shall be negotiated with the Union and attached to this agreement in the form of a Memorandum of Understanding.

### **8.03 Changes in Classification**

When the duties of work in any classification are changed such that an employee is required to obtain additional skills or training to complete the job, wherein such skills or training become an integral component of the job, the classification and/or pay rate shall be subject to negotiation between the Village and the Union. The reclassification and/or rate of pay shall then be considered retroactive to the date the Union first made the reclassification request.

Prior to the reclassification of an employee by the Village, a discussion will be held with the Union.

### **8.04 Elimination of Change of Classification**

The Village shall not eliminate or change an existing classification without prior agreement with the Union.

### **8.05 Job Postings**

When a vacancy occurs or a new position is created, the Village shall, within one (1) week, notify the Union in writing and post notice of the position on the Bulletin Board (article 1.12) for a minimum of one (1) week. Vacancies for positions outside of the bargaining unit shall also be posted on Bulletin Board.

### **8.06 Information of Job Posting**

Job postings shall contain the following information:

- a) Nature of position,

- b) Qualifications, skills, knowledge and education required,
- c) Wage or salary rate or range,
- d) Closing date for applications to the position.

The Village shall ensure that all postings are open to both male and female applicants, and that qualifications are not established in a discriminatory manner.

8.07 Following the processing of applications, the Village shall conduct interviews for those employees meeting the posted requirements. Within seven (7) days following the completion of the interviews, the Village shall notify the successful employee of his or her appointment.

#### 8.08 Qualifying Period

The employee shall be considered as a qualifying employee in his/her new position for a period of sixty (60) working days. For the purpose of this section, the qualifying period is for the purpose of evaluation only and does not serve as a training period other than the Village providing reasonable orientation and instruction in the new position. Conditional on satisfactory service, the employee shall be declared permanent. In the event the successful applicant proves unsatisfactory in the position during the qualifying period, or if the employee is unable to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of the position shall also be returned to his/her former position, wage or salary rate, without loss of seniority. This qualifying period may be extended by mutual agreement.

8.09 The Village agrees not to place any outside advertisement for a vacancy within the bargaining unit until all member applications have been fully processed.

## **ARTICLE 9 - LEAVE OF ABSENCE**

### **9.01 Unpaid Leave - General**

An employee may be entitled to leave of absence, without pay and without loss of seniority, up to a maximum of three (3) months when he/she requests such leave for good and sufficient cause. Such request shall be in writing and subject to approval by the Village. Applications for extension of such leave, may be granted by the Village upon application from the employee.

### **9.02 Union Leave**

The Village shall grant leave of absence without pay to Union Officers or members for Union business purposes, or to attend labour seminars and/or labour conventions up to a cumulative maximum of sixty (60) days per year. The Union shall submit a request for such leave at least fourteen (14) days prior to the requested date of the commencement of the leave.

9.03 The Village shall grant a leave of absence without pay to any employee for the business purpose of the Union. Such leave shall not exceed a maximum period of two (2) years at any one time. Application for leave beyond two (2) years shall be subject to a mutual agreement between the Village and the Union.

### **9.04 Bereavement Leave**

An employee shall be granted five (5) regularly scheduled consecutive work days leave, without loss of pay or benefits, in the case of death within the Province, of a parent, wife, husband, common-law spouse, same sex spouse, brother, sister, child, mother-in-law, father-in-law, grandparent, grandchild, sister-in-law, brother-in-law and spouse's grandparents. Where the burial occurs outside the province, two (2) days pay shall be added to the leave for travel time.

### **9.05 Pallbearer Leave**

One (1) day with pay shall be granted to employees to attend a funeral as a pallbearer.

9.06 Special Leave

Employees shall be allowed leave of absence with pay for the following reasons:

**Reason**

Serious fire or flood in the Employee's home  
Marriage of employee

**Period**

Up to three (3) days  
One (1) day if the marriage falls on a working day

9.07 Educational Leave

An employee shall be entitled to a leave of absence with pay to write examinations to upgrade his or her employment qualifications for the Village.

9.08 Collective Bargaining Leave

Employees who are serving on the collective bargaining team of the Union shall be granted leave with pay for attending collective bargaining meetings held during regular working hours. This leave shall be limited to the renegotiation of an agreement to supersede this Agreement.

9.09 Medical Care Leave

Employees shall be allowed up to three (3) days per year to engage in personal preventive medical/dental health care, provided that such days be used from the employees' accumulated sick leave bank. The Village may request an employee to provide proof of medical/dental care leave, and it may deny paid leave where an employee fails or refuses to provide the requested proof.

9.10 Paid Jury or Court Witness Duty Leave

The Village shall grant leave of absence, without loss of seniority benefits, to an employee when subpoenaed as a juror or witness in any court. The Village shall pay such an employee the difference between his or her normal earnings and the payment he or she receives for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee shall 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 or her employment, shall be considered as time worked at the appropriate rate of pay.

### 9.11 Family Care Leave – Sick Leave Deduction

When the employee is the only one in the household to care for a sick family member who is domicile in the house, he/she will be allowed to draw a maximum of three (3) days per year from his/her sick leave bank to care for sick family members. This shall not apply if there is no sick leave credits.

## **ARTICLE 10 - HOURS OF WORK, OVERTIME AND CALL- OUTS**

### 10.01 Hours of Work

A regular working week shall consist of forty (40) hours worked from Monday to Friday inclusive.

10.02 A regular working day shall consist of eight (8) hours per day, with one-half (½) hour off for lunch, worked from 7 a.m. to 3:30 p.m during which period employees are entitled to a fifteen (15) minute rest break.

10.03 The regular working week, together with the hours of work, may be varied by mutual agreement between the Village and the Union under special circumstances.

### 10.04 Relieving Foreman

- a) During the absence of the Public Works Foreman the Village may appoint a Lead Hand to assume the day-to-day responsibilities of the Public Works Foreman. The Lead Hand shall be paid "Lead Hand Pay" pursuant to Schedule "B" in addition to his or her regular hourly rate for all hours during which Lead Hand responsibilities are assigned.
- b) For the purpose of this article, the term "day-to-day responsibility" shall include decisions relating to operational tasks. Without limiting the generality thereof, "day-to-day responsibility" shall not include disciplinary action under this agreement, negotiations or administration of third-party contracts, reports to Council, or budget decisions.

### 10.05 Overtime

All work performed by an employee before or after a regular working day, a regular working week, or on a statutory holiday shall be deemed to be overtime work.

10.06 Overtime shall be paid for at the rate of time and one half (1 ½) for the first five (5) hours in any day and double time (2x) thereafter, however, overtime shall not be paid for less than fifteen (15) minutes.

#### 10.07 Multiplier Limitation

The overtime pay rate multiplier shall apply exclusively to an employee's regular hourly rate of pay to determine the rate for overtime worked, and it shall not apply to any other compensation to which an employee may be entitled under this agreement.

#### 10.08 Accumulation of Overtime

- a) Employees shall be allowed to accumulate overtime in an "Overtime Bank" to a maximum balance of one hundred (100) hours.
- b) An employee may request, and the Village may, at its sole discretion, approve in writing the accumulation of banked overtime in excess of one hundred (100) hours.

10.09 An employee who uses accumulated overtime from his or her "Overtime Bank" during a period designated by Council, from time to time, as a "Low Activity" period shall be entitled to receive one (1) hour of paid leave of absence, to be taken in conjunction with seven (7) hours of banked overtime.

#### 10.10 Overtime Meal Allowance

An employee required to work in excess of ten (10) consecutive hours shall be entitled to a meal break of one (1) hour paid at the employee's regular rate of pay, and a meal allowance in the amount fifteen (\$15.00) dollars.

#### 10.11 On Call Duty

The Village may request an employee to be "On Call." Being on "On Call" shall mean to be available to respond for work within thirty (30) minutes of receiving an authorized call on regular working days between the hours of 3:30 p.m. and 7:00 a.m. on the following day, and at any time on a Saturday, Sunday, or Statutory Holiday.

10.12 Not later than December 1 in each year of this agreement, the Village shall establish an "On Call" schedule for the following calendar year.

10.13 The "On Call" schedule shall provide for a rotation of 7-day "On Call" duty periods.

10.14 For every 7-day "On Call" duty period served, an employee shall be entitled to two (2) days leave with full pay to be taken in conjunction with the next

regularly scheduled off-duty weekend. When operational conditions during the absence of one or more employees require that an employee bank his or her "On Call" leave entitlement, such employee may bank his or her "On Call" leave entitlement.

10.15 Employees may exchange or trade "On Call" duty assignments, either for a single day or for a full duty period, subject only to the Village being informed, in writing and signed by all employees involved in the exchange, of any deviation from the posted "On Call" schedule.

10.16 Employees shall endeavour to take their vacations so as not to interfere with the posted "On Call" schedule. Where a conflict between an employee's posted "On Call" assignment and his or her preferred vacation occurs, the Village may revise the "On Call" schedule to accommodate the employee's vacation preference.

10.17 The Village shall post a list of authorized calls, as referred to in article 10.11 for the purpose of responding to "On Call" duties.

10.18 When an employee serving "On Call" duty receives an authorized call, he or she shall be entitled to overtime pay pursuant to the provisions of this agreement.

#### 10.19 Minimum Guarantee on Reporting for Work

An employee required to report for work before 5:00 a.m. or after 4:00 p.m. on any day from Monday to Friday inclusive, excepting statutory holidays, shall be paid at the applicable rate of over time pay for the actual hours worked, or four (4) hours at his or her regular rate of pay, whichever is the greater amount.

#### 10.20 Differentials

An employee working with asphalt, storm and sanitary sewer, garbage or street sweeping shall receive differential pay in the amount of fifty (50) cents per hour in addition to the regular or applicable overtime rate of pay.

#### 10.21 Wages

The regular rates of pay shall be those established in Schedule "B" attached to and forming part of this Agreement.

10.22 Employees shall be paid bi-weekly on Wednesdays.

## **ARTICLE 11 - STATUTORY HOLIDAYS AND ANNUAL VACATIONS**

### **11.01 Statutory Holidays**

The following days shall be recognized as statutory holidays:

New Year's Day	Canada Day	Remembrance Day
Good Friday	British Columbia Day	Christmas Day
Easter Monday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	"Floating Day"

and all those days proclaimed to be holidays from time to time by the Village, the Government of British Columbia, or the Government of Canada.

"Floating Day" is a day that is equal in all aspects to a statutory holiday, to be taken at a time of an employee's choice, provided that the employee has served not less than seven (7) days' notice to the Village. A dispute concerning an employee's day of choice shall be resolved in accordance with the grievance procedures, provided always that an employee shall be entitled to his or her "Floating Day" during the year in which the statutory holiday is earned.

- 11.02 Employees who have not obtained seniority with the Village shall be entitled to a "Floating Day" during each calendar year, after having worked thirty (30) days in that year
- 11.03 An employee shall receive a day off with pay at his or her regular rate on the statutory holidays listed in section 11.01, provided that the employee did work his or her scheduled days of work immediately preceding and following the statutory holiday. For the purpose of this section, an employee shall be deemed to have worked his or her scheduled day, if the employee is entitled to paid leave on such day pursuant to this agreement.
- 11.04 In addition to statutory holiday pay, and notwithstanding any other overtime pay provisions but subject to the minimum call out pay provisions of this agreement, an employee called out to work on a statutory holiday shall be paid at a rate twice (2x) the employee's regular rate of pay for all hours worked on that day.
- 11.05 When a statutory holiday falls on a Saturday or Sunday and is not declared or proclaimed as being observed on some other day, the next regular working day shall be observed as the statutory holiday.
- 11.06 When a statutory holiday falls on an employee's scheduled day off or approved paid leave, the employee shall receive one day's pay in lieu of the statutory holiday, or another day off with pay at a mutually agreed time.

### 11.07 Annual Vacations

In each year and on the date of his or her employment anniversary, an employee shall receive vacation credits, and subsequently be granted vacations earned, as follows:

- a) on completion of 1 to 4 years of employment 3 weeks per year
- b) on completion of 5 to 10 years of employment 4 weeks per year
- c) on completion of 11 to 19 years of employment 5 weeks per year
- d) on completion of 20 years of employment or more 6 weeks per year

11.08 An employee's annual vacation entitlement shall be reduced by one-twelfth (1/12) for each month of unpaid leave taken during the year.

11.09 For the purpose of computing an employee's vacation pay, a week shall be equal to the employee's regular working week (e.g. 40 hours for a regular full-time employee, proportionately less for a regular part-time employee).

11.10 Vacation credits shall be used within one year of being earned, except where, at the discretion of the Village, the Village has approved an employee's request to carry forward his or her vacation credits for one year.

11.11 Subject to operational requirements as determined by the Village, the Village shall endeavour to approve an employee's vacation at the times requested by the employee. Employees may request written confirmation of their assigned vacation time(s), and when so requested, a written confirmation shall be provided to the employee by the Village.

Where two (2) or more employees bid on the same vacation period and operational requirements permit only one (1) employee to take that vacation period, then the most senior employee shall have his/her choice of that period.

## **ARTICLE 12 - GENERAL PROVISIONS AND CONDITIONS OF EMPLOYMENT**

### 12.01 Employment Abandoned

An employee who is absent from work for a period of five (5) consecutive working days without cause, and who fails to notify the Village stating the reason for his or her absence, shall be seen to have abandoned his or her employment.

### 12.02 Employees Notice of Termination

Except as otherwise provided in this Agreement, an employee shall give the Village two (2) weeks notice of termination of employment.

### 12.03 Employer's property

On serving notice of termination, an employee shall return all Village property in his or her possession to the Village.

### 12.04 Badges and Insignia

Employees shall have the right to wear Union pins or badges during working hours.

### 12.05 Disciplinary Procedure

An employee to be interviewed for disciplinary purpose shall receive one day's notice of such interview. The employee shall have the right to have a Union representative present during such interview.

### 12.06 Temporary Employee Benefit Entitlement

A temporary employee shall be entitled to seniority and other benefits as specified, except that, on completion of the temporary position, that employee's seniority shall cease.

### 12.07 Private Vehicle Use

Where an employee is required to use a personal vehicle for work purposes, the Village shall pay compensation for the use of such vehicles at the applicable Village rate.

## ARTICLE 13 - SICK LEAVE

- 13.01 Employees shall earn sick leave credits at the rate of one (1½) days per month to a maximum of one hundred and thirty (130) days.
- 13.02 In the event of illness, an employee shall be entitled to paid sick leave at his or her regular rate of pay up to the total amount of sick leave credits accumulated.
- 13.03 Notwithstanding section 13.02, the Village may require written confirmation from a medical doctor of the illness for which sick leave is claimed when an employee is claiming more than 3 consecutive days of sick leave. An employee who fails to provide written confirmation from a medical doctor when required to do so by the Village shall not be entitled to paid sick leave. On presentation of a receipt, the Village shall compensate an employee for a charge levied by a medical doctor for the required written confirmation of illness.
- 13.04 A laid off employee having been recalled shall be entitled to paid sick leave provided:
- a) that the illness occurs on a day the employee is scheduled to work, and
  - b) that paid sick leave ceases on the day the employee is scheduled to be laid off.
- 13.05 An employee prevented from performing his or her regular work due to an accident recognized by Workers' Compensation shall be paid by the Village at a rate equal to the Workers' Compensation benefit, and the Workers' Compensation payment shall be issued to the Village.
- 13.06 The Village will attempt to provide an employee unable to perform his or her regular duties due to injury or illness with alternate suitable employment.
- 13.07 Sick Leave Payout - Retirement
- All employees shall, upon retirement, pursuant to the provisions of the Public Sector Pensions Plan Act in accordance with Village Policy, become eligible for and receive a cash gratuity payment, at the employee's current base rate of pay, based on the following percentage of their accumulated sick leave, if any, on the following scale: after five (5) years of service, twenty (20%) percent and an additional two (2%) percent per year thereafter to a maximum of one hundred and thirty (130) working days.

## **ARTICLE 14 - PARENTAL LEAVE**

14.01 The Village shall grant parental leave in compliance with applicable federal and provincial legislation.

## **ARTICLE 15 - BENEFITS AND HEALTH CARE PLANS**

### **15.01 Superannuation**

Regular full-time and regular part-time employees shall be eligible to apply for coverage under the *Municipal Superannuation Act* upon completion of six (6) months' continuous service, but shall be included under coverage of the Act in any event, upon completion of the one (1) year's continuous service with the Village.

### **15.02 Group Life Insurance Plan**

- a) The Village shall provide group life insurance coverage for regular full-time and regular part-time employees to an amount equal to twice (2x) an employee's regular annual earnings.
- b) The Village shall provide group accidental death and dismemberment insurance coverage to an amount equal to twice (2x) an employee's regular annual earnings.
- c) An employee shall sign up to the Village's group insurance plans provided under this section on completion of the probationary period.
- d) The Village shall pay the full cost of the premiums for the insurance plans provided under this section.

### **15.03 Long Term Disability**

- a) The Village shall provide long-term disability insurance coverage for regular full-time and regular part-time employees to an amount equal to seventy percent (70%) of an employee's regular annual earnings.
- b) An employee shall sign up to the Village's long-term disability insurance plan provided under this section on completion of the probationary period.
- c) The Village shall pay the full cost of the premiums for the insurance plan provided under this section.

#### 15.04 Medical Plans

- a) The Village shall enroll all regular full-time and regular part-time employees in the Basic B.C. Medical Plan and an Extended Health Benefit Plan.
- b) The Village shall pay the full cost of the premiums for the insurance plans provided under this section for its employees and their dependents.

#### 15.05 Dental Plan

- a) The Village shall provide a dental plan for all regular full-time and regular part-time employees, and such plan shall provide for the following benefits:
  - (i) Plan "A" benefits to a maximum of 100% of service costs;
  - (ii) Plan "B" benefits to a maximum of 75% of service costs,
  - (iii) Plan "C" benefits to a maximum of 75% of service costs or three thousand dollars (\$3,000) whichever is the lesser amount.
- b) The Village shall pay the full cost of the premiums for the insurance plans provided under this section for its employees and their dependents.

#### 15.07 Vision Care

- a) The Village shall provide a vision care insurance plan for regular full-time, regular part-time employees, and their dependants with a benefit amounting to three hundred dollars (\$300.00) over an eighteen (18) months period.
- b) The Village shall pay the full cost of the premium for the insurance plan provided under this section for its employees and their dependents.

## **ARTICLE 16 - SAFETY**

- 16.01 The employees and the Public Works Foreman shall hold a monthly safety meeting, and the Village shall provide the Union with a summary report of the issues raised at the safety meeting.
- 16.02 Attendance at the monthly safety meeting shall be considered to be time worked, and attending employees shall be paid at their regular rate of pay.
- 16.03 (a) The Village shall provide protective clothing and equipment as required by the Workers Compensation Board for employees working in hazardous conditions.
- (b) The Village shall pay to each regular full-time and regular part-time employee an annual work clothing and boot allowance in the amount of four hundred and fifty dollars (\$450) on the anniversary of this agreement. The work clothing and boot allowance shall take effect on March 1, 2002.
- (c) An employee who begins or ends regular full-time or regular part-time employment at any time between the anniversary dates of this agreement shall be entitled to a pro-rated work clothing and boot allowance.
- 16.04 The Village shall compensate employees for the full cost of one pair of standard prescription safety lenses and frames.

## **ARTICLE 17 - WAGE SCHEDULES, ATTACHMENTS AND ADDENDUMS**

17.01 Employees shall be paid, and shall receive benefits, in accordance with this Agreement, including all attached Schedules, Memorandums, and Letters of Understanding.

## **ARTICLE 18 - VARIATIONS**

18.01 Any changes to this Agreement deemed necessary by either party may be made by mutual agreement at any time during its term. All such changes shall be made in the form of a Letter of Understanding. Such Letter of Understanding, once signed by the Village and by the Union, shall be attached to and form part of this Agreement.

## **ARTICLE 19 - PRINTING OF AGREEMENT**

- 19.01 a) The Union shall be responsible for amending and drafting the Collective Agreement.
- b) The cost of printing and supplying of the Collective Agreement to the employees shall be shared equally by the Village and the Union.

**ARTICLE 20 - EFFECTIVE AND TERMINATING DATES**

- 20.01 a) This Agreement shall be effective from March 1, 2005 and shall remain in force until February 28, 2007.
  
- b) Notwithstanding the term fixed in this section, this Agreement shall not terminate on the stated date unless notice in writing of the termination has been given by one party to the other within four (4) months, but not less than two (2) months, immediately preceding the stated termination date. Either Party may, within the period of four (4) months immediately preceding the termination date of this Agreement, serve notice to the other Party to commence collective bargaining.

IN WITNESS WHEREOF the Parties have caused these presents to be signed by their respective officers thereunto lawfully authorized in that behalf, this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Signed on behalf of:

The Village of Warfield

Canadian Union of Public Employees  
Local 2087

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**SCHEDULE "A"**  
**Job Descriptions**

**LABOURER**  
(Pay Grade 1)

Accountability: Reporting to, and receiving direction from, the Public Works Foreman or such person as may be appointed to act on behalf of the Public Works Foreman.

Scope: Actively participating in the operation and maintenance of all municipal infrastructures and assets, operating such equipment as qualifications permit.

Qualifications: Competence in the use of construction tools, thorough knowledge of municipal infrastructure, knowledge of Workers Compensation safety regulations.

Valid B.C. class 5 drivers license with air brake endorsement.

Specific Duties: General maintenance work in all areas of the municipal public works infrastructure, including but not limited to water, sewer, roads, buildings.

Conditions: Membership eligibility in CUPE Local 2087.

## **UTILITY MAN**

(Pay Grade 3 – Probationary Period Pay Grade 2)

**Accountability:** Reporting to, and receiving direction from, the Public Works Foreman or such person as may be appointed to act on behalf of the Public Works Foreman.

**Scope:** Actively participating in the operation and maintenance of all municipal infrastructures and assets, operating such equipment as qualifications permit.

**Qualifications:** Competence in the use of construction tools, thorough knowledge of municipal infrastructure, knowledge of Workers Compensation safety regulations.

Demonstrated proficiency in the operation of all public works equipment under all conditions, as well as demonstrated proficiency in either carpentry, electrical, plumbing, welding, auto or heavy-duty mechanical maintenance.

Valid B.C. class 5 drivers license with air brake endorsement.

**Specific Duties:** General maintenance work in all areas of the municipal public works infrastructure, including but not limited to water, sewer, roads, buildings.

**Extraneous Duties:**

Overtime duty and on call duty as required by the Public Works Foreman or by such person as may be appointed to act on behalf of the Public Works Foreman.

**Condition:** Membership eligibility in CUPE Local 2087.

**SCHEDULE "B"**  
**Pay Rates**

<b>Pay Grades</b>	<b>Previous rates</b>	<b>March 1, 2005 1.5%</b>	<b>March 1, 2006 2%</b>
Pay Grade 1	\$20.20	\$20.50	\$20.91
Pay Grade 2 (Utilityman probation rate)	\$21.21	\$21.53	\$21.96
Pay Grade 3	\$23.57	\$23.92	\$24.40
Lead Hand Pay (see 10.04)	\$2.00	\$2.00	\$2.00

**LETTER OF UNDERSTANDING #1**

**between**

**THE VILLAGE OF WARFIELD**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 2087**

**RE: Signing Bonus**

1. Signing Bonus

The Village and the Union agree that the Village shall pay a signing bonus of one thousand and two hundred dollars (\$1200.00) to each employee subject to the terms of the collective agreement and employed by the Village at the time of the signing of the agreement.

2. Separate Cheque

The Village agrees to execute the payments under #1 of this Letter of Understanding as a payment separate and distinct from the regular pay cheques issued to employees.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Signed on behalf of:

The Village of Warfield

Canadian Union of Public Employees,  
Local 2087

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**LETTER OF UNDERSTANDING #2**

**between**

**THE VILLAGE OF WARFIELD**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 2087**

**RE: Job Security**

The Village agrees that the existing two (2) bargaining unit employee will be granted job security, which means they will not have a reduction of hours of work during the term of this Collective Agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Signed on behalf of:

The Village of Warfield

Canadian Union of Public Employees,  
Local 2087

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