

MEMORANDUM OF AGREEMENT

between

THE VILLAGE OF WARFIELD

and

CUPE LOCAL 2087

This Memorandum of Agreement between the parties constitutes final settlement of all outstanding collective bargaining issues with respect to the new Collective Agreement.

All of the terms and conditions of the previous Collective Agreement will remain in effect except as set out in this document.

This Memorandum of Agreement is subject to ratification by the principals of the parties hereto and both parties agree to recommend, to their respective principals, acceptance of all terms and conditions herein.

IN WITNESS WHEREOF the Parties hereto have fixed their signature hereto this _____ day of _____, 2005.

Signed on behalf of:
The Village of Warfield

Signed on behalf of:
Canadian Union of Public Employees,
Local 2087

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INDEX:

Change all Roman Numerals on Index and throughout Collective Agreement to numbers.

DEFINITIONS:

~~"Casual Employee" means an employee hired on an intermittent basis for a period not exceeding thirty (30) days in any one (1) year. A casual employee working in excess of thirty (30) days in any one (1) year shall be reclassified to the status of a temporary employee.~~

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.)

"*Temporary Employee*" means an employee 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.**

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.**

1.03 ~~No Discrimination~~ **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, martial 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.**

NEW

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.

ARTICLE 3 – TECHNOLOGICAL CHANGE, AUTOMATION AND OTHER CHANGES

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 ~~regular full-time~~ **permanent** employees, the Village shall notify the Union of the proposed technological change.

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 a period of training, the employee shall have ~~sixty (60) days~~ **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.

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.**

ARTICLE 5 – GRIEVANCE PROCEDURE

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 7 - SENIORITY

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.

ARTICLE 8 - JOB DESCRIPTION, POSTING, VACANCIES AND APPOINTMENTS

8.03 Changes in Classification

~~When the duties or the volume of work in a classification change substantially, the Union and the Village shall review the implications of such change and negotiate an interim resolution to the problem. Such interim resolution shall be attached to this agreement in the form of a Memorandum of Understanding.~~

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.

8.08 ~~The permanent transfer of an employee to a new position shall be subject to the satisfactory completion of a sixty (60) day qualifying period.~~

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.

ARTICLE 9 - LEAVE OF ABSENCE

9.01 Unpaid Leave – General

~~An employee may request a leave of absence without pay for a period not to exceed three (3) months in any calendar year. A request for unpaid leave must be made to the Village in writing, stating the reason and duration of the desired leave, at least fourteen (14) days prior to the desired date of the commencement of the leave. The Village may, at its sole discretion, grant such leave.~~

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.

NEW

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, CALL-OUT

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.**

10.06 a) ~~Overtime work shall be paid at the rate of one plus one half times (1½) the employee's regular rate of pay for the first eight (8) hours of overtime worked in a day or in a week.~~

b) ~~Overtime worked in excess of eight (8) hours in a day or in a calendar week (Monday to Sunday inclusive) shall be paid at the rate of twice the employee's regular rate of pay.~~

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.

10.10 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 ~~twelve dollars (\$12.00)~~ **fifteen (\$15.00) dollars.**

ARTICLE 11 - STATUTORY HOLIDAYS AND ANNUAL VACATIONS

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

NEW

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

NEW

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 15 - BENEFITS AND HEALTH CARE PLANS

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 ~~50%~~ **75%** of service costs,
 - (iii) Plan "C" benefits to a maximum of ~~60%~~ **75%** of service costs or three thousand dollars (\$3,000) whichever is the lesser amount.
(remove "child only")

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 ~~two hundred and fifty dollars (\$250.00)~~ **three hundred (\$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 19 – PRINTING OF AGREEMENT

- 19.01 a) The ~~Village~~ **Union** shall be responsible for amending and drafting the Collective Agreement.

ARTICLE 20 – EFFECTIVE AND TERMINATING DATES

- 20.01 a) This Agreement shall be effective from March 1, ~~2001~~ **2005** and shall remain in force until February 29, ~~2004~~ **2007**.

SCHEDULE "B" – PAY RATES

March 1, 2005 - 1.5%

March 1, 2006 - 2%

LETTER OF UNDERSTANDING

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**

LETTER OF UNDERSTANDING

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**

