

AGREEMENT

BETWEEN:

VILLAGE OF CACHE CREEK
(hereinafter called the "Employer")

AND:

THE INTERNATIONAL UNION OF OPERATING
ENGINEERS Local 115
(hereinafter called the "Union")

May 1st, 2004 to April 30, 2008

IN WITNESS WHEREOF: The parties hereto have executed this Agreement

dated this _____ day of _____, 2005.

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115C

THE VILLAGE OF CACHE CREEK

MAYOR

CLERK/ ADMINISTRATOR

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1. The Union and the Employer recognize the mutual benefits of ongoing consultations and open communications. Without limiting the opportunities for employees and management to utilize other avenues for communications, the parties agree to hold Labour/Management Meetings at least once a month or more often as is necessary.

2. These meetings are intended to be an open forum wherein matters of mutual concern and interest can be freely and candidly discussed, with a view to exploring possible solutions which are acceptable and beneficial to employees and Management.

PREAMBLE

The parties of this agreement recognize that it is to their mutual interest to promote as fully as possible safe working conditions, efficiency of the operations and protection of property. This can best be achieved and maintained by harmonious relations between the Village of Cache Creek and the employees and by the settlement in an amicable manner of all disputes that may arise. The Employer and the Union shall co-operate fully for this purpose.

Singular and masculine terms have been used throughout this Agreement for the sole purpose of simplifying the writing of the text. For purposes of interpretation and meaning, the plural and feminine form should be used where the context requires.

Both parties agree to recognize the function of a Municipal operation.

ARTICLE 1 DEFINITION OF AN EMPLOYEE

SECTION 1.01 The term employee/s as used in and for the purpose of this Agreement shall include all employees of the Village of Cache Creek, except those excluded by the Labour Relations Board of B. C.

For the purpose of this Agreement, definitions of employees are as follows:

1. Regular employee - an employee who has satisfactorily served his probationary period with the employer and has been so advised in writing.
2. Seasonal Employee - a full or part time employee who occupies a position which is required on a regular basis for a period of less than eight (8) months.
3. Student employee - a full time or part time employee who is enrolled full time in a recognized learning institution.

This Agreement shall apply solely to outside Public Works Employees not excluded by the Labour Relations Board of B. C., who are employed by the Village of Cache Creek.

PROBATIONARY EMPLOYEES:

All newly hired employees shall be considered to be on a trial basis for a period of ninety (90) calendar days from the date of hiring. Time limits on this probationary period may be extended by mutual consent of the Employer and Union. The employment of such employees may be terminated at any time during the probationary period without recourse to the grievance procedure for such termination. After satisfactory completion of the trial period, seniority shall be effective from the original date of employment. A probationary employee shall have no seniority during the probationary period.

Probationary employees are entitled to overtime. Such overtime, if for a complete shift, shall be credited towards their probationary period.

- 1.02 a) (i) Seasonal employees are entitled to all provisions of this Agreement except in regards to Article 17 Superannuation, and Article 21 Health and Welfare. Seasonal employees shall receive one dollar (\$1.00) per hour in lieu of benefits.
- b) (i) Student employees shall not be required to pay the Union initiation fee and shall pay regular monthly dues.
- (ii) Seasonal employees shall be required to pay the Union Initiation fee. Regular monthly dues shall be remitted to the Union in accordance with Article 5.02 b) or its equivalent. When laid off, seasonal employees shall maintain their out of work dues directly with the Union. Failure to do so will automatically remove said seasonal employee from the seniority list.
- **Note: If a seasonal employees employment is longer than 8 months, their seniority date shall be backdated to their original date of hire.
- c) Any seasonal employee who wishes to become a regular employee after his specific employment date must reapply for employment. In the event the employee is hired as a regular employee, his seniority shall begin at the date of his rehire. All time worked by seasonal employees shall be considered part of their normal probationary period.
- d) The terms and conditions of this Agreement shall not apply to student employees.
- e) The terms and conditions of this Agreement shall not apply to persons who may be employed under grants or subsidies arranged by the employer with outside agencies with the consent of the Union. The Union agrees that such consent is not to be unreasonably withheld.
- f) A post secondary student hired during his normal

vacation period shall be considered a Casual Employee for that period, and the Village will provide names and employment dates of such students. Such students will not be required to pay the initiation fees for his normal vacation period. However, regular monthly dues shall be remitted to the Union.

- g) The Village agrees that at no time shall people working under grants or subsidies arranged by the Employer cause a loss of wages, layoffs, or a delay of recall to a regular Employee.

ARTICLE 2 UNION RECOGNITION

SECTION 2.01 The Employer recognizes the Union as the sole and exclusive bargaining representative of all employees for the purpose of conducting collective negotiations regarding rates of pay, hours of work and other conditions of employment, in conformity with the Laws of British Columbia respecting Labour Relations.

ARTICLE 3 MANAGEMENT RIGHTS

SECTION 3.01 The Union agrees that:

- a) It is the exclusive function of the Employer to manage its affairs, to manage its operations in all respects, to conduct its business efficiently, to fulfil its commitments and responsibilities, to maintain and enhance public reputation and confidence, and to direct its employees to achieve the employer's objectives.
- b) The Employer's rights include but are not limited to hire and direct the work force, promote, demote, transfer, schedule, lay off employees and to discipline, suspend and discharge employees for just and reasonable cause; the assignment of work and the determination of job content; the determination of qualifications of an employee to perform work; the methods processes and means of operation; the right to decide whether to operate its operation or any parts thereof, the publication and enforcement of rules for the promotion

of safety, efficiency and discipline and for the protection of the employees and the Employer's equipment, products and operation.

The right to insist on a positive public image. The right to hire employees of its choice is vested exclusively in the Employer. All the foregoing is subject to and consistent with the terms of this Agreement.

3.02 Nothing in this Agreement shall restrict the right of the Employer to temporarily transfer employees to a variety of jobs. All lateral permanent transfers must have the consent of the Employer, the Union and the affected employees. Consent shall not be unreasonably withheld by the parties.

3.03 Management personnel may perform bargaining unit work only on a temporary basis and only when bargaining unit employees are unavailable.

No regular employee shall suffer a loss of wages or a lay-off as a result and providing further that such performance does not result in the delay in the recall of a laid-off employee.

3.04 a) The Employer has the right to contract out work as required. In the exercise of this right, however, the Employer will not contract work out that results in a regular employee being terminated, laid off or suffering a loss of wages. Also, the Village further agrees to notify the Union in writing of their intention to contract out work and further agrees to provide the Union with the name of the Contractor.

b) Clause 3.04 a) is to be interpreted as it is literally written and is not subject to interpretation by any past practice or ruling.

3.05 It is expressly understood that all rights not specifically covered by this Agreement shall remain the rights of the Employer.

ARTICLE 4 UNION ACTIVITY

- SECTION 4.01 After receiving permission from the Employer or the Employer's representative, Union representatives shall be permitted entry to the Employer's property to carry out their required duties.
- 4.02 The Union shall have the right to appoint one (1) Steward, and an alternate, both shall be recognized by the Employer without discrimination as the Union representatives for the purpose of this Agreement.
- 4.03 The Union Steward, with agreement from his Supervisor, shall be granted reasonable time from his job for the purpose of dealing with grievances, allowing that Union business be conducted with the least disruption to Works Operation.
- 4.04 The Union shall regularly notify the Employer in writing of the names of the employees who are serving as Steward and alternate.
- 4.05 The Employer will notify the local Business Representatives and Shop Steward immediately if any employee is to be suspended or discharged.
- 4.06 The time lost by Union Stewards and employees from their regular scheduled shifts, in their handling of grievances, will be considered as time worked and payment shall be paid at their regular scheduled rate of pay. Grievances will be dealt with during regular business hours, but preferably during the last hour of the day whenever possible.

ARTICLE 5 UNION SECURITY

- SECTION 5.01 The employer shall honour a written assignment of wages to the Union as prescribed by this Agreement.
- 5.02 a) Upon hiring, the Employer shall require that each new hire sign a Union application card and a check-off card and assign to the Union monthly dues and initiation fees. SEE Article 5.02 c) of this Agreement. The Employer will forward the cards to the Union within ten (10) days of completion of the employee's probationary

period.

- half hours per
at the time the
- b) Union dues will be remitted at the rate of two and one month of employees base hourly rate as in effect deduction is made.
 - c) The Union will supply the applications and check-off cards to the Employer.

5.03 The Employer shall, during the life of the Agreement, deduct as a condition of employment from the first pay cheque due in each calendar month to such employee, the sum established in accordance with Article 5.02 b) and remit the same prior to the tenth (10th) day of the month following the month in which such deduction is made to the office of the Union, together with a list of employees from whom such sums have been deducted including the social insurance numbers and occupation of the employees.

5.04 The said deduction shall commence, in the case of each employee who is in the employment of the Employer with the effective date of this Agreement, and in the case of each employee entering the employment of the Employer subsequent to the effective date of this Agreement, with the calendar month in which his first pay cheque from the Employer is received by him. A new employee commencing work in the first half of the month will pay his dues for that month. A new employee commencing work in the second half of the month will not pay dues for that month.

- 5.05 The Employer agrees that, as a condition of continued employment, any present employee of the Employer who at the date of the signing of this Agreement is a member of the Union, shall maintain membership in the Union in good standing, and any present or future employee, shall, at the termination of his probationary period, join the Union and maintain membership therein in good standing.
- 5.06 For the purposes of this Article, a Union member shall be defined as anyone who pays Union dues and initiation fees and makes formal application to join the Union.
- 5.07 Where the Union requests action by the Employer in respect of any employee who has failed to maintain membership in the Union in good standing, the Union shall furnish to the Employer written proof of such failure to maintain membership.
- 5.08 Notwithstanding any provision contained in 5.01 and 5.02 of this Article, there shall be no financial responsibility on the part of the Employer for fees, dues or assessments of an employee unless there are sufficient unpaid wages owing to that employee in the Employer's hands.
- 5.09 The Employer commits to maintaining a crew size of 5 regular fulltime employees and 1 seasonal employee.

ARTICLE 6 NO CESSATION OF WORK

- SECTION 6.01 The Employer shall not cause or direct any lockout of employees during the life of this Agreement. Neither the Union, nor any representative of the Union, nor any employee shall in any way authorize, encourage or participate in any strike, walkout, suspension, stoppage, interruption, or slow down of work. Any employee authorizing, encouraging or participating in any such action shall be subject to immediate discharge.

ARTICLE 7 GRIEVANCE PROCEDURE

- SECTION 7.01 The parties agree that it is desirable that any complaint or

grievance should be resolved as quickly as possible. Employees are therefore urged to try to settle their grievances with their supervisor within five (5) working days after they originate.

- 7.02 The Employer is willing to meet any of its employees, or their representatives, for the purpose of discussing grievances, with the object of reaching a satisfactory solution.

operation in length. The parties agree to have a regard for the efficiency of the scheduling these meetings both in their frequency and

- 7.03 If an alleged violation of this Agreement affects more than one employee; affects the interests of the Union or the Employer, the employees or the Union or the employer may file the grievance specifying the alleged violation of the Agreement. Such grievance shall be presented at Step 2 of Section 7.04.

- 7.04 Should a dispute arise between the Employer and the Union regarding the application, operation, interpretation or alleged violation of this Agreement, an earnest effort shall be made to settle the dispute in the following manner:

Step 1 - The Union representative and/or employees concerned, in person, shall first seek to settle the dispute with their immediate supervisor. Failing settlement, the dispute shall be submitted in writing by the Shop Steward to the immediate supervisor.

Step 2 - Failing a satisfactory settlement within three (3) working days after the dispute is submitted in writing under Step 1, the employee, accompanied by his Union representative and/or Shop Steward may present the grievance to the Employer.

- 7.05 The Employer must meet with the Union within ten (10) working days of the meeting being requested. The Employer must reply in writing within a further three (3) working days after the meeting.

- 7.06 Should the answer from the Employer not settle the matter, the Union has ten (10) working days to submit the dispute to arbitration as per Article 8 of this Collective Agreement.

- 7.07 Should a grievance not be initiated in writing within the five (5) working days after the completion of the meeting under Step 1 and is not processed to Arbitration according to time limits, the grievance shall be deemed to be abandoned. Time limits may be extended by mutual agreement only.

- 7.08 Discharge grievances and suspensions of five (5) days or more may be initiated at Step 2 of the grievance procedure.

- 7.09 The Employer may initiate grievance action pursuant to this Article.

ARTICLE 8 ARBITRATION

SECTION 8.01 Where either of the Parties elect to proceed to Arbitration they shall so notify the other and a single arbitrator, of mutual agreement, shall be agreed upon.

If a single arbitrator is not agreed upon within seven (7) days the parties shall request the Minister of Labour of the Province of British Columbia to appoint a qualified arbitrator.

8.02 The arbitrator so appointed shall have the authority necessary to provide a final and conclusive settlement of a dispute arising under the Collective Agreement as per the British Columbia Labour Relations Code.

8.03 Each party shall pay its own costs and fees and the expenses of its representatives and witnesses. The fees and expenses of the Arbitrator shall be shared equally between the parties.

8.04 In the event of an Arbitrator being appointed, it is agreed by both the Union and the Employer that the Arbitrator shall be requested to hand down his decision within ten (10) days, or as soon thereafter as may conveniently be arranged.

8.05 The Employer and the Union may mutually agree in writing to waive any of the time limits set out in this Article.

8.06 All time limits contained herein shall be considered working days exclusive of Saturdays, Sundays and Statutory Holidays.

8.07 If the Employer or the Union has a policy grievance it shall begin at STEP (2) of the Grievance Procedure.

SECTION 9 SENIORITY

9.01 a) Seniority is the length of a regular employee's continuous service for the Village of Cache Creek since the date of his last hiring by the Employer, except as expressly provided herein.

b) Seasonal employees shall be placed on a separate seniority

list and shall be afforded the same provisions as set out in Article 9 as it pertains in its entirety.

- 9.02 Any employee has the right to displace an employee with lesser seniority in a lay-off situation, provided that he has the ability, knowledge, training, skill and certification. The rate for the displaced position shall be paid.
- 9.03 Seniority shall apply on lay-offs, recalls and job posting within the bargaining unit subject to the conditions stated in this Article, and provided the employee has the present ability and qualifications to perform the work. Determination of knowledge, efficiency and ability to perform the work and physical capability shall be made by the Employer in a just manner.
- 9.04 An employee's seniority, shall be completely lost for any of the following reasons:
- a) voluntary resignation or termination
 - b) being discharged
 - c) he is absent from work in excess of three (3) working days without notifying the Employer unless such notice was not reasonably possible.
 - d) being laid off by the Employer for a period of more than:
 - i) three (3) months where the employee has less than two (2) years seniority
 - ii) six (6) months where the employee has two (2) years to five (5) years seniority
 - iii) twelve (12) months where the employee has five (5) years or more seniority
 - e) A notice of recall has been made and the employee fails to report within the required time as follows:
 - i) notice shall be sent to the employee by registered

mail to the last address given by the employee. If the notice is not deliverable or not picked up within fifteen (15) calendar days of registering, the employee will be considered as quit.

ii) the employee must notify the Employer within three working days after the notice of recall has been received.

iii) the Employer will, upon receipt of a reasonable explanation, allow an extension of up to fifteen (15) calendar days from when the notice of recall has been delivered.

f) is unable to return to work following absence due to illness or non-occupational accident exceeding twelve (12) months.

g) failure to return from authorized leave of absence without reasonable justification acceptable to the Employer.

9.05 Seniority will be maintained and accumulated during:

(a) absence due to an occupational accident incurred in the performance of work for the employer up to a maximum of two (2) years while actually receiving temporary Workers' Compensation benefits.

9.06 Seniority will be maintained but not accumulated during:

(a) temporary illness or non-occupational accident causing absence up to a maximum of twelve (12) months;

(b) lay-offs as per the provisions in Section 9.04 (d);

(c) an approved leave of absence.

9.07 An employee who accepts a position with the Village of Cache Creek outside the bargaining unit and is returned to the bargaining unit within three (3) calendar months shall maintain his seniority but shall not accumulate seniority while in that position but has the option to apply to the

Union which may allow an extension of up to three (3) additional calendar months upon reasonable explanation as to why the extension is needed.

- 9.08
- a) Prior to determining that an employee(s) should be laid off, the parties agree to examine other alternatives such as reducing hours, work sharing or any other initiatives that will minimize the impact of such action.
 - b) When facing such a lay off situation, in the event the parties are unable to agree on an alternative course of action within fifteen (15) calendar days of notification by the employer of such an impending layoff or reduction in work forces, it is understood and agreed the employer will be in a position to effect layoff, as described under Sections 3.01 and 9.09 of this Agreement.

9.09 When effecting a reduction in work force, the Employer will consider the following two (2) factors in determining which employee should be laid off:

- a) the requirements and the efficiency of operations and the ability, knowledge, training, skill and certification to do the work of each employee concerned.
- b) the seniority of each employee concerned.

When the judgement of the Employer, factor a) is to all intents and purposes equal between two (2) or more employees the employee having the lesser or least seniority will be the first to be laid off.

- c) the Employer shall give seventy-two (72) hours notice of any planned layoff or demotion resulting in layoff of thirty (30) days or less or failing such notice, three (3) days pay at the employee's basic rate of pay.
- d) in case of a planned shutdown of the Employer's operation or section thereof, or a reduction of forces, resulting in a lay-off of employees of more than thirty (30) days, the Employer will give them thirty (30) days notice or failing such notice, days of notice and days of pay at the employee's basic rate of pay to equal thirty (30).

For the purpose of calculating the amount of pay owing, a day will be deemed to mean eight (8) hours regardless of the shift schedule to which an employee may be assigned at the time of his layoff. The Employer shall provide the Union with a list of the employees to be laid off and will review with the Union the basis for which the layoff selections were made.

ARTICLE 10 JOB POSTING

SECTION 10.01 When a job vacancy occurs, it will be posted for four (4) days on the union bulletin board and if an employee qualifies under Article 10.03 he will be assigned to the job.

Revised: August 4/05

10.02 An employee who is awarded a posted job (permanent or temporary) will be granted the higher rate of pay if there is an increase in pay, upon taking over the duties of the new job.

10.03 a) in awarding a job, the Employer shall consider the following two (2) factors in determining which employee shall be awarded the job:

i) the requirements and the efficiency of operations and the ability, knowledge, training, skill and certification to do the work of each employee concerned.

ii) the seniority of each employee concerned.

b) When, in the judgement of the Employer factor i) is to all intents and purposes equal as between two (2) or more employees, then except as hereinafter provided, the employee having the greater seniority will receive the job.

10.04 If a job vacancy can be filled by an absent employee, a temporary appointment to the vacancy may be made.

10.05 If no suitable candidate is available, the job vacancy may be filled temporarily, and the Employer may attempt to fill the job vacancy by hiring a new employee.

10.06 Any candidates who are unsuccessful in obtaining a job vacancy from an internal posting shall have a verbal report given to them in a timely manner with the reasons that they were not successful in obtaining the above mentioned posting.

ARTICLE 11 SAFETY

SECTION 11.01 It is agreed the Employer, Union and employees are bound to the applicable provisions of the Workers' Compensation Board regulations.

11.02 It shall be the duty of all employees to report immediately to their foreman any unsafe working conditions or any situation which he thinks is unsafe.

The employees and the Employer have a responsibility to each other to maintain a tidy and safe work place.

- 11.03 Complaints in regards to general safety conditions shall be reported to the Safety Representative and to the Foreman and/or Superintendent in charge.
- 11.04 a) Safety matters shall continue to be identified and dealt with as set down elsewhere in this Union Agreement. There shall be a continuation of the Safety Meetings held monthly at which all public works and services employees shall attend to voice concern on all operations matters concerning safety in the work place. These meetings shall be on the Employer's property and time. However, if the meetings go beyond the normal time, no overtime conditions will apply.
- b) Minutes of the Joint Safety meetings shall be kept and copies posted on the Works Bulletin Board. Copies of the minutes are forwarded to the safety representatives and to Workers' Compensation Board.
- 11.05 a) It shall be the duty of the employees and the Employer to promote the desire on the part of all employees to work safely, to make suggestions and recommendations with respect to maintaining the premises and equipment in such condition that they shall be safe for all employees, and to promote the observance of all safety rules and regulations.
- b) If a serious accident should occur, the Union representative shall be notified by the Employer and permitted access to the place of the accident to make an independent investigation.
- 11.06 Inspections of the work place shall be made on an ongoing basis, as all employees should be exercising safety and reporting, correcting and practising safety on a daily basis.
- 11.07 Time spent on safety matters shall be considered time worked and shall be paid at the employee's regular rate of pay.
- 11.08 In accordance with Workers' Compensation Board regulations, the Employer will supply the tools and equipment, both operational and protective, necessary for the completion of

assigned duties by the employees.

- 11.09 All Village of Cache Creek employees, as defined in Article 1.01, with the exception of Swimming Pool employees, are required to wear coveralls at all times when working for the Village. Coveralls suitable to the weather will be supplied by the Village. All employees required to wear coveralls shall have enough coveralls as required per week, to a maximum of five (5) sets, supplied and cleaned by the Village at no expense to the employees. Coveralls supplied shall be of the proper size to fit the employee.
- 11.10 All articles described in Sections 11.08 and 11.09 are on a loan out basis. An employee must return these items to the Employer in good condition, subject to normal wear and tear, upon termination with the Employer. The cost of items missing will be deducted from the final pay cheque.
- 11.11 Where an employee is required to provide his own tools, upon satisfactory proof to the Employer, tools broken in service of the Employer, which are the personal property of the employee and are recognized by the Employer as necessary in the performance of the work, shall be repaired if possible or replaced by the Employer with a tool of comparable condition and age. The Employer shall reimburse the employee for the value of his tools which may be stolen, destroyed due to fire and other major disaster occurring upon the Employer's property.
- The employee will be required to produce a verified list of tools to the Employer as a record of these tools. The list will be kept up to date.
- 11.12 The Village will pay up to \$150.00 per year for boots to each full time worker who is required by WCB Regulations to wear boots, on presentation of a receipt. Workers may opt to buy more expensive boots and pay for the difference out of their own pocket. If less expensive boots are purchased, reimbursement will only be paid for the amount of the purchase. The seasonal full time parks person will also be eligible for the boot allowance, but only once every two years.

ARTICLE 12 LEAVES OF ABSENCE

SECTION 12.01 An employee shall be granted, with the Employer's consent, a leave of absence of up to five (5) working days per calendar year without pay (after the employee has successfully completed twelve (12) months of continuous employment) subject to the operational needs of the Employer.

A leave of absence must be in writing and signed by the Employer. Requests for leaves of absence shall be made as far in advance as possible and not less than five (5) working days prior to the date the leave is to commence, except in emergency situations.

The employee shall receive a copy of his request stating whether the request is accepted or denied, within three (3) working days of his request being submitted.

12.02 An employee granted a leave of absence shall be considered as having quit if he does not return to work at the date stated except in an emergency beyond the employee's control. If an employee is unable to return to work on time, due to emergency beyond his control, he shall notify the Employer as soon as possible and no later than the expiry of his leave.

12.03 An employee who has been selected or elected by the Union to attend Union business shall be granted a leave of absence without pay for this purpose if it does not interfere with Employer operations. No more than one (1) employee may take such leave and they must give the Employer twenty (20) working days notice in writing. This notice must be confirmed by the Union. Leave shall not exceed ten (10) working days in total, for each calendar year.

The Employer will give consideration to requested leaves of absence for special circumstances to designated employees for longer periods of time than specified, consistent to the operational needs of the Employer.

12.04 In case of a death in the immediate family of an employee, on application to the Employer, the employee will be granted a leave of absence of three (3) days. An additional leave of

two (2) days may be granted with the Employer's approval. Such leaves will be with pay.

Immediate family means husband, wife, common-law spouse, mother, father, step-mother, step-father, children, sister, brother, mother-in-law and father-in-law, sister-in-law and brother-in-law and grandparents..

ARTICLE 13 HOURS OF WORK AND OVERTIME

SECTION 13.01 All employees shall have a fifteen (15) minute rest break between the second and third hour after starting work, and a further fifteen (15) minute rest break between the sixth and seventh hour of work and a rest break for each two (2) hours overtime shift worked. The rest breaks will be taken at the work station where practical. When an employee works two hours overtime beyond his normal shift, he shall receive a fifteen (15) minute rest break at his normal quitting time.

- 13.02 a) Should an employee be requested to work beyond ten (10) hours in a work day, the Employer shall supply free of charge, a hot meal to all the employees working. Time to eat the meal shall be one-half (1/2) hour, with such time to be unpaid. Should an employee be requested to work beyond twelve (12) hours the one-half (1/2) hour time off to eat the meal shall be considered as time worked and will be paid accordingly.
- b) Circumstances may arise where the meal allowance of twelve dollars (\$12.00) will be paid in lieu of the hot meal.

13.03 A holiday listed in Article 14 occurring during an employee's scheduled work week and for which he received pay shall be considered as time worked for the purpose of calculating overtime.

13.04 For all employees, the following shall apply:

- a) a normal work day shall be from 8:00 a.m to 12:00 noon and from 1:00 p.m to 5:00 p.m

- b) the work week shall consist of up to and including five (5) consecutive days of work, Monday to Friday, and be followed by two (2) consecutive days of rest.
- c) It is understood that should a change in the normal work day or work week be required, the Union and Employer will meet to negotiate such changes.
- d) An employee may elect to take time off in lieu of payment for overtime worked when approved by the Employer.
- e) With the exception of casual employees, an employee temporarily assigned to perform work of a classification carrying a higher rate of pay for four (4) hours or less shall be paid the higher rate for four (4) hours. If he works more than four (4) hours at the higher rate, he shall receive the higher rate for the entire shift.

13.05

- a) All overtime shall be paid at double time.
- b) Two (2) times the employee's regular rate will be paid for:
 - i) all hours worked in excess of eight (8) hours in the day.
 - ii) all hours worked on days of rest.
 - iii) all hours worked on a statutory holiday or day observed as such.
- c) Where an employee reports to work during his regular work schedule and is told that no work is available, he will receive two (2) hours pay at his applicable rate, if he does not start work. If he does start work, he will receive four (4) hours pay at his applicable rate if work continues over two (2) hours.

If he works beyond four (4) hours he will receive a minimum of eight (8) hours pay at his applicable rate.

- d) There shall be no pyramiding of overtime. This means

that overtime will not be paid where other penalties or premiums are paid or on hours where overtime has been paid.

e) Where an employee is called back to work while still on vacation, in addition to his normal vacation pay, he will receive his regular rate of pay for all hours worked.

13.06 The overtime pay for work performed on a statutory holiday or day observed as such is in addition to any statutory holiday pay that an employee may be entitled to as described in Article 15.

13.07 (a) If an employee is called out to work on a call out he shall receive a minimum pay of two (2) hours at the applicable overtime rate. The employee will only be required to stay for the duration of the call out assignment except that an employee called out under this provision shall not be required to carry out any additional unnecessary work. The Employer shall be told the nature of the assignment and anticipated duration.

(b) In the event of an overnight snowfall within the Village boundaries, the Employer will be able to advance the work day by one and one-half (1 1/2) hours, at regular pay, provided the Employer notifies the employees on a rotating basis and with one-half (1/2) hour advance notice prior to the start of the shift. (i.e., revised work day would be from 6:30 A.M. to 3:30 P.M. with normal breaks.) The variation of the starting time can only be done five (5) days, Monday through Friday.

13.08 Weekend Standby

Refer to Letter of Understanding.

ARTICLE 14 STATUTORY HOLIDAYS

SECTION 14.01 All members shall, after completion of thirty (30) days of continuous employment receive one (1) day's pay for not working on the following holidays:

New Year's Day

Labour Day

Good Friday
Easter Monday
Victoria Day
Canada Day
British Columbia Day

Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

and any other day proclaimed or declared by the Federal, Provincial or Municipal Governments as a Statutory Holiday.

When a Statutory Holiday falls on Saturday, the members will have the Friday before off with one days' pay, when a Statutory Holiday falls on Sunday the members shall have the following Monday off with one day's pay.

ARTICLE 15 ANNUAL VACATIONS

SECTION 15.01 Employees are to actually take annual holidays due and shall not be allowed to remain at work during these holidays, unless otherwise agreed to by the Employer and employee.

15.02 Annual Vacations are as follows:

Vacation time:

- (a) A year is deemed to be the period from January 1 to December 31.
- (b) For the first year of employment, two weeks annual vacation, prorated to the number of months worked.
- (c) Thereafter, annual vacations are as follows:
 - i) After three (3) years, fifteen (15) working days,
 - ii) After ten (10) years, twenty (20) working days,
 - iii) After twenty (20) years, twenty-five (25) working days.
- (d) All employees currently working for the Village shall not lose any annual vacation that they are currently entitled to have.

15.03 If a statutory or declared holiday falls or is observed during the member's vacation period, he shall be granted an additional day's vacation for each such holiday in addition to his regular vacation time.

15.04 Wherever possible all members shall be granted the vacation period preferred by the member, at such time as may be mutually agreed by the Village and the member. Preference over vacation dates shall be determined by member's seniority. The foregoing shall not preclude the right of a member to apply in writing, and with as much notice as possible, for deferment of vacation entitlement for a good cause.

15.05 All members must post their preferred annual vacation requests by no later than May 1st of the relative year.

ARTICLE 16 SICK LEAVE

SECTION 16.01 Sick leave means the period of time a member is permitted to be absent from work with full pay by virtue of being sick or disabled. Absences from work by an employee for the purpose of attending medical and dental appointments shall be deducted from accumulated sick leave entitlement.

16.02 Effective May 1, 1998 all regular employees shall be entitled to one and one-half (1 ½) sick days with full pay for each full month worked. Such sick leave shall be cumulative to a maximum of twelve (12) days, per calendar year, retroactive to the first completed calendar month of service.

Any regular employee who does not use any of his leave days during the calendar year shall be entitled to one (1) additional sick day, per calendar year, which may be used as personal leave, with full pay.

16.03 Workers' Compensation - Such benefits shall be assigned by the employee to the Village and the Village shall make up the difference between the compensation payment and the employees regular salary.

16.04 A Doctor's certificate will be provided to the Employer for any sick leave exceeding three (3) continuous days.

ARTICLE 17 SUPERANNUATION

SECTION 17.01 Employer and employee will be required to meet the requirements of the Municipal Superannuation Act of B. C.

ARTICLE 18 TECHNOLOGICAL CHANGE

SECTION 18.01 The Employer will provide the Union with no less than thirty (30) days notice of intention to institute technological change which would involve the termination, lay-off or change of classification of employees. For the purposes of this section "technological change" means the automation of equipment, or the mechanization or automation of duties which results in the displacement of an employee from his regular job.

18.02 When such technological change is made, the employee affected shall be given training and/or upgrading for the new job where possible, or transferred to a different job. Where the above cannot be done, the displacement of employees shall be effected as a reduction of the work force as outlined in Article 9 Seniority.

ARTICLE 19 GENERAL PROMSIONS

SECTION 19.01 The Employer shall provide the Shop Steward and the local Union office with a copy of any written record of the disciplinary action (including reprimands) which is to be recorded in the employee's file.

19.02 An employee shall have the right at any reasonable time, to have access to and review his own personnel file in the presence of his Shop Steward and the Employer, and shall have the right to respond in writing to any document contained therein, with such a response becoming part of the permanent record.

19.03 The employer shall, every second Friday, pay to each employee

all wages earned by the employee to a day not more than five (5) working days prior to the date of payment provided that if a General Holiday falls on the regular pay day, payment will be made the preceding day.

- 19.04 The Employer will provide a notice board for the posting of all official Union notices. It is understood that this board will not be used to display materials which are objectionable to the Employer or individual employees.
- 19.05 By agreement, the parties agree to the exclusion of Section 50 (2) and (3) of the Labour Relations Code of British Columbia.
- 19.06 The Employer shall indemnify and save and hold harmless any employee who is member of the Union in its employ from and against any and all claims, demands, losses, costs, damages, actions, suits, proceedings, and judgments, provided such claims are not attributable to or caused by any negligent or wrongful action or omissions by any employee or anyone for whose acts he may be liable while working within the scope of his employment.

ARTICLE 20 LEAVE OF ABSENCE, JURY OR OTHER COURT DUTY

SECTION 20.01 Any member who is required to serve as a juror or as a witness on behalf of the Crown shall suffer no deduction in pay for the period of absence for such service, provided all jury pay or witness fees received by such member are returned to the Village.

ARTICLE 21 HEALTH AND WELFARE

SECTION 21.01 Medical coverage for employees shall be provided under the Medical Services Plan of British Columbia (MSPBC) and/or another medical plan.

The Village of Cache Creek shall provide the Health and Welfare coverage on the first of the month following date of hire.

- a) During the term of this Agreement, the Employer will pay one hundred percent (100%) of the M.S.P.B.C. premiums.

- b) When the employee has medical coverage available to him through a spouse, the employee may choose only one plan.

21.02 Employee Benefit Plan

Effective November 1st, 1998 the Village shall provide and maintain the following coverage through the UBCM Benefit package for its employees on the following basis:

- the employee shall pay 100% of the Weekly Indemnity premium
- The Employer shall pay a cost equal to the cost of Weekly Indemnity from the balance of the remaining premiums.
- The balance of the premium total will be shared on a 50/50 basis by the Employee and Employer.

21.02 A) Canada Life - Group Policy #48861

- i) Basic Life - 200% of annual salary to the next higher \$1,000, to maximum of \$100,000
 - non-evidence maximum - \$100,000
 - benefit reductions - reduced 50% at age 65, terminates at age 70

- ii) Accidental Death and Dismemberment
 - maximum benefit amount - same as basic life.

- iii) Weekly Indemnity - 67% of weekly salary to a maximum of \$1,000
 - Payable on - 1st day accident
 - 4th day illness
 - Benefit period - 17 weeks

- iv) Long Term Disability - 67% of monthly salary to a maximum of \$3,000
 - Non-evidence maximum - \$2,500
 - Elimination Period - 119 days, not separated by more than 30 days
 - Maximum benefit period - age 65
 - Definition of Disability - 24 months "own occupation",
thereafter, "any occupation"

21.02 B) Pacific Blue Cross - Policy #53567

- i) Dental - Plan A - 90% - Basic Services
 - Plan B - 75% - Major Restorative Services
 - Nil deductible
 - Unlimited annual maximum on Plan A and B services

- ii) Extended Health Care Plan
 - Annual Deductible - \$25.00 per person or family. If in any calendar year the eligible expenses incurred do not exceed the deductible, the eligible expenses incurred during the last three months

of the calendar year may be applied against the deductible for the next calendar year.

Annual Reimbursement - 90% of eligible in-province expenses and eligible emergency out-of-province expenses.

Lifetime Maximum - \$1,000,000.00 per person.

Benefits include: Medi-Assist

Eye Glasses – Up to \$250.00 per family member per year.

** All benefit changes shall begin at the beginning of the month following the date of ratification or as otherwise stated above.

ARTICLE 22 CONVENTIONS AND SEMINARS

SECTION 22.01 All employees may, with the approval of Council attend appropriate seminars, workshops and education upgradings as the Employer sees fit and they shall continue to receive their regular pay.

22.02 Employees attending such seminars or those who are required to travel when undertaking Village business will have legitimate, receipted expenses paid by the Village, including conference registration fees, travel/transportation costs, hotel/motel accommodations and meals, as follows:

a) travel allowance to be paid at the Village rate for kilometres when employees utilize their own, personal vehicles on Village business. It is understood that whenever possible, village vehicles shall be used for out of town travel.

b) meal allowance to be paid at the rate of twenty-five dollars (\$25.00) per day or:
Breakfast.... \$10.00
Lunch \$12.00
Dinner \$19.00

- c) No employee will lose wages or benefits while attending seminars at the request of the Village. Wages and benefits will be paid at straight time rate for no more than eight (8) hours per day.

22.03 All such expense claims are to receive the prior approval of Council wherever possible.

22.04 Training

- 1) If training is required by the Employer, the following terms do not apply.
- 2) If training is requested by a member, the following terms shall apply, subject to the approval of the Employer; such approval shall not be unreasonably withheld:
 - i) If the member leaves employment with the Village of Cache Creek within one year, they must repay 2/3rd's of the expenses, including course fees, meals, accommodation and any travel.
 - ii) If the member leaves employment with the Village of Cache Creek within two years, they must repay 1/3rd of the expenses, including course fees, meals, accommodation and any travel.
 - iii) The Employer expects Employees to make every effort to attend and participate in all sessions and to make every effort to pass any exams.

ARTICLE 23 TERM OF AGREEMENT

23.01 This Agreement shall be implemented from the date of ratification and shall remain in full force and effect up to and including 01 May, 2008, and shall continue in full force and effect from year to year thereafter subject to the right of either party to this Agreement within four (4) months immediately preceding the date of 01 May, 2008, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party to commence collective bargaining with a view to the conclusion of the renewal or revision of the Collective Agreement or

establishment of a new Collective Agreement. Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike, or the Village shall give notice of lockout or the parties shall conclude a renewal or revision of the Agreement or establish a new Collective Agreement.

New Classification: Public Works Foreman – this position would be responsible for overseeing recreation as well as public works.

The Utility Service Foreman position would remain in the classifications but would not be filled at this time. If it were to be filled at some future time, that position would be responsible for public works only.

Public Works Foreman: Yr 1: \$25.29, Yr 2: 2% & Yr 3: 2% Yr 4:
2%

Year 1 wage for Public Works Foreman includes a 3% increase in the current wage for the Utility Service Foreman, plus \$1.00 per hour for added recreation responsibilities

APPENDIX "A"

HOURLY WAGES

| <u>POSITIONS:</u> | <u>May 1/2004</u> | <u>May 1/2005</u> | <u>May 1/2006</u> | <u>May 1/2007</u> |
|----------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Public Wrks Foreman | \$24. 29 | \$24. 78 | \$25. 28 | \$25. 79 |
| Recreation Increment | 1. 00 | 1. 00 | 1. 00 | 1. 00 |
| TOTAL | \$25. 29 | \$25. 78 | \$26. 28 | \$26. 79 |
| Utility Service Foreman | \$24. 29 | \$24. 78 | \$25. 28 | \$25. 79 |
| Utility Mn 1 | \$23. 05 | \$23. 51 | \$23. 98 | \$24. 46 |
| Recreational Department Director | \$23. 89 | \$24. 73 | \$24. 86 | \$24. 36 |
| Sewer Plant Operator | \$23. 89 | \$24. 73 | \$24. 86 | \$25. 36 |
| Utility Mn 1 | \$23. 05 | \$23. 51 | \$23. 98 | \$24. 46 |
| Equipment Operator | \$23. 05 | \$23. 51 | \$23. 98 | \$24. 46 |
| Sewer Plant Operator I | \$21. 49 | \$21. 92 | \$22. 36 | \$22. 81 |
| Utility Mn | \$21. 49 | \$21. 92 | \$22. 36 | \$22. 81 |
| Labourer * | \$17. 48 | \$17. 83 | \$18. 19 | \$18. 55 |

A maximum of one (1) employee, who is the primary staff person responsible for the Village's water system holding a valid "Water Distribution Level II" certificate issued by the British Columbia Water and Waste Association, shall receive one dollar \$1.00 per hour premium

A maximum of one (1) employee, whose primary job is operating the Sewage Treatment Plant, holding a valid "Sewage Treatment Level II" certificate issued by the British Columbia Water and Waste Association, shall receive one dollar (\$1.00) per hour premium

* Vacant positions to be filled at the Employers discretion, in accordance with the operating requirements of the Village.

A maximum of one (1) employee holding a valid Noxious Weed Certificate shall receive twenty-five cents (\$.25) per hour premium

All newly hired personnel shall be paid at the Labourer's wage rate for their probationary period.

APPENDIX "A"

HOURLY WAGES – RECREATIONAL EMPLOYEES

| <u>POSITIONS:</u> | May 1/2004 | May 1/2005 | May 1/2006 | May 1/2007 |
|---|-------------------|-------------------|-------------------|-------------------|
| <u>Level 1 – Head Lifeguard/ Instructor</u> | | | | |
| National Lifesaving Service Award | | | | |
| Royal Lifesaving Society of Canada Instructor’s Certificate | \$ 15. 46 | \$15. 77 | \$16. 09 | \$16. 41 |
| Red Cross Instructor’s Level 1 & 2 | | | | |
| Cardio Pulmonary Resuscitation Certificate | | | | |
| <u>Level 2 – Senior Lifeguard/ Instructor</u> | | | | |
| National Lifesaving Service Award | \$13. 28 | \$13. 55 | \$13. 82 | \$14. 10 |
| Red Cross Instructor’s Level 1 & 2 | | | | |
| Cardio Pulmonary Resuscitation Certificate | | | | |
| <u>Level 3 – Junior Lifeguard/ Instructor</u> | | | | |
| National Lifesaving Service Award | \$11. 10 | \$11. 32 | \$11. 55 | \$11. 78 |
| Red Cross Instructor’s Level 1 | | | | |
| Cardio Pulmonary Resuscitation Certificate | | | | |
| <u>Level 4 – Lifeguard –</u> | | | | |
| National Lifesaving Service Award, or Bronze Cross, and | \$9. 49 | \$9. 68 | \$9. 87 | \$10. 07 |
| Cardio Pulmonary Resuscitation Certificate | | | | |
| *Concession Worker | \$9. 08 | \$9. 26 | \$9. 45 | \$9. 64 |

*** or minimum wage, whichever is greater**

All other terms of employment shall be as per the B.C. Employment Standards Act with the exception of the following:

Article 2: Union Recognition
Section 2.01

Article 7: Grievance Procedure
Sections 7.01 through 7.09

Article 8: Arbitration
Sections 8.01 and 8.02 and 8.03

LETTER OF UNDERSTANDING

BY AND BETWEEN:

VILLAGE OF CACHE CREEK
(Hereinafter Referred to as the "Employer")

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115
(Hereinafter Referred to as the "Union")

SUBJECT: Retirement / Termination Allowance

The undersigned parties hereby agree that the listed employees shall be entitled to a retirement/termination allowance based upon the following:

Jim Minro

- 1) An employee who is laid-off, quits and/or is terminated for any reason other than "just cause" shall receive forty-five (45) days.
- 2) An employee who retires shall receive sixty (60) days.

Note: Terry Wight shall be entitled to twenty-nine (29) days upon termination or retirement.

Definition: A day shall be defined for the purpose of this letter as: eight (8) hours pay at the employee's classified rate of pay at the time of termination or retirement.

Executed this _____ day of _____, 2001.

Village of Cache Creek, Mayor

International Union of Operating
Engineers
Local 115

Village of Cache Creek,
Clerk/ Administrator

LETTER OF UNDERSTANDING

BY AND BETWEEN

VILLAGE OF CACHE CREEK
(Hereinafter referred to as the "Employer")

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 115
(Hereinafter referred to as the "Union")

SUBJECT: Article 13.08 - Weekend Standby

The undersigned parties hereby agree the following shall apply for weekend standby duty:

- 1) Weekend standby duty shall begin at 4:30 p.m. of the last working day before a holiday or weekend and end at 8:15 a.m. of the first working day after a holiday or weekend.
- 2) The employee on weekend standby shall be able to answer all phone calls and alarms during the recognized hours of standby.
- 3) The employee on weekend standby duty shall have the option of taking a Village vehicle home or picking the vehicle up at the yard. Required checks shall be completed utilizing the Employer's vehicle.
- 4) Weekend standby duty includes the following daily checks:
 - Clean the bar screens and sewer treatment plant.
 - Check the dry well at the sewer treatment plant.
 - Check the blowers at the sewer treatment plant.
 - Check the travel lift at the sewer treatment plant
 - Record daily water meter readings at Campbell Hill.
 - Check circulating pump at pool during the off season.
- 5) Should an employee who is on weekend standby observe, during the course of making required checks, the accumulation of snow/ice on Village streets and sidewalks, the employee shall attempt to obtain approval to plow and sand from the following Employer representatives:
 - The Clerk/Administrator

- The Treasurer/Deputy Clerk
- The Public Works Foreman

In the event the employee is unable to contact the above referenced Employer representatives, the employee shall proceed with the necessary work to ensure the reasonable safety of the public.

6) Weekend standby shall rotate between the qualified employees of the Village. It shall be left to the employees to arrive at a suitable schedule. If a dispute arises, the Employer, at its sole discretion, shall determine a schedule.

7) Weekend Standby (includes 1 hour per non-working day for checks)

| | | | | | |
|-------------|----------------------------|---|-------|--------|----|
| Year 1 | Last day of work week | 1 | hour | banked | or |
| | | | 25.00 | | |
| | Weekend & St at holi days | 4 | hours | banked | or |
| | | | 50.00 | | |
| | First day of work week | 1 | hour | banked | or |
| | | | 25.00 | | |
| May 1, 2002 | Last day of work week | 1 | hour | banked | or |
| | | | 25.00 | | |
| | Weekends & St at holi days | 4 | hours | banked | or |
| | | | 75.00 | | |
| | First day of work week | 1 | hour | banked | or |
| | | | 25.00 | | |
| May 1, 2003 | Last day of work week | 1 | hour | banked | or |
| | | | 25.00 | | |
| | Weekends & St at holi days | 5 | hours | banked | or |
| | | | 75.00 | | |
| | First day of work week | 1 | hour | banked | or |
| | | | 25.00 | | |

Signed this the _____ day of _____, 2001.

 Village of Cache Creek, Mayor

 International Union of Operating Engineers

Village of Cache Creek,
Clerk/ Administrator

LETTER OF UNDERSTANDING

BY AND BETWEEN

VILLAGE OF CACHE CREEK
(Hereinafter referred to as the "Employer")

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 115
(Hereinafter referred to as the "Union")

SUBJECT: Article 5.09 Staffing Levels

The undersigned parties hereby agree that the following employees comprise the staffing levels referred to in clause 5.09.

Five (5) Full Time Employees

Terry Wight
Jim Minro
Bruce Cassidy
Claude Dupuis
One position to be filled

One (1) Seasonal Employee

Fred Gerwin

The undersigned parties also agree that the above employees remain subject to all provisions of the Collective Agreement. The Employer further agrees to fill any vacancies in a timely manner.

Signed this the _____ day of _____, 2001.

Village of Cache Creek, Mayor

International Union of Operating
Engineers
Local 115

Village of Cache Creek,

Page 43 - Village of Cache Creek Agreement - May 1st, 2004 to April 30, 2008
Revised: August 4/05
Clerk/ Administrator

LETTER OF UNDERSTANDING

BY AND BETWEEN

VILLAGE OF CACHE CREEK
(Hereinafter referred to as the "Employer")

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 115
(Hereinafter referred to as the "Union")

SUBJECT: Signing Bonus

The Employer, by their signatures below, agrees to pay a one-time lump sum payment of \$2,500.00 total to the members of the International Union of Operating Engineers, Local 115. The Village of Cache Creek will distribute the \$2,500.00 however the Local 115 of the International Union of Operating Engineers dictates. This payment will be made upon ratification of the Collective Agreement covering the period from May 1, 2004 to April 30, 2008.

Signed this the _____ day of _____, 2001.

Village of Cache Creek, Mayor

International Union of Operating
Engineers
Local 115

Village of Cache Creek,
Clerk/Administrator