

COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE VILLAGE OF CLINTON

AND

*THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 900*

EFFECTIVE: JANUARY 1, 2006 - DECEMBER 31, 2009

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EFFECTIVE: JANUARY 1, 2006 TO DECEMBER 31, 2009

BETWEEN: THE CORPORATION OF THE VILLAGE OF CLINTON,
a body corporate under the provisions of the "Municipal Act"
of the Province of British Columbia,

(hereinafter called the "Employer")

PARTY OF THE FIRST PART

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL NO. 900,
chartered by the Canadian Union of Public Employees
and affiliated with the Canadian Labour Congress,

(hereinafter called the "Union")

PARTY OF THE SECOND PART

ARTICLE 1: PREAMBLE

WHEREAS it is the desire of both parties to this agreement:

1. To maintain the existing harmonious relations and settled conditions of employment between the Employer and the Union.
2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work, and scale of wages, etc.
3. To encourage efficiency in operation.
4. To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

NOW THEREFORE, the parties hereto agree as follows:

The Union agrees that the Employer has the right and responsibility to manage the affairs of the Village including but not limited to the following insofar as they do not contravene the terms of the agreement.

- (a) To plan, direct and control operations, to determine the methods, procedures, equipment and other matters concerning Village operations, to determine the location of facilities and the extent to which these facilities or parts thereof shall operate.
- (b) Subject to the grievance procedure, to hire, promote, demote, classify, transfer, assign, reassign and layoff of employees and discipline, suspend, and discharge employees for just cause, and to retire an employee at age sixty-five (65). A claim that an employee has been disciplined, suspended, or discharged without just cause may be the subject of a grievance procedure hereinafter described.
- (c) The selection of supervisors shall be entirely a matter for the Employer's decision.
- (d) To make and alter from time to time rules and regulations to be observed by all employees.
- (e) It is expressly understood that all such rights and responsibilities not specifically covered by this agreement shall remain the exclusive rights and responsibilities of the Employer.

ARTICLE 2: UNION RECOGNITION

- (a) The Employer recognizes the Union as the exclusive representative, for the purpose of conducting collective bargaining regarding rates of pay, hours of work, and all other working conditions of employees by this agreement;

And the Employer will continue to recognize the Union as long as the Union retains its right to conduct collective bargaining on behalf of such employees under the law.
- (b) It is further agreed that, except for incidental or emergent situations and except employees of a bona fide contractor who are not in a bargaining unit for which the Union is certified, any person whose classification is not covered by the agreement shall not perform work that is normally done by those employees who are deemed to be within the bargaining unit for which the union is certified.

ARTICLE 3: NO DISCRIMINATION

- (a) The Employer, its servants and agents agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion,

transfer, layoff, discipline or discharge by reason of his membership or activity in a labour union.

- (b) The Employer and Union agree that all employees have the right to work without sexual harassment. Any complaint by any employee alleging sexual harassment will be dealt with in the Grievance Procedure and will commence at Step 3 as outlined in Article 11 (b).

ARTICLE 4: UNION SECURITY

All Employees to be Members

All employees of the Employer covered by this Agreement who are deemed to be in the bargaining unit for which the Union is certified, as a condition of continuing employment, shall become and remain members in good standing of the Union. All future employees of the Employer who are deemed to be in the bargaining unit for which the Union is certified shall, as a condition of continual employment, become and remain members in good standing in the Union within thirty (30) days of employment with the Employer.

ARTICLE 5: CHECKOFF OF UNION DUES

- (a) The Employer agrees to the compulsory checkoff of all Union dues and assessments as established by the Union in accordance with its Constitution and/or By-laws, as a condition of employment. Said dues to be paid and deducted monthly and forwarded to the Union Treasurer with a list of those paying dues, and the amount each pays.
- (b) In accordance with Article 4 of this agreement the employee shall sign a Union dues checkoff card in the following form:

"I, the undersigned, hereby authorize and request my employer

to deduct from my salary the appropriate initiation fee, and once each month, an amount equal to the current monthly dues and/or assessments as established from time to time by Local No. 900."

The money thus deducted is to be remitted monthly to the treasurer of the Local, who will keep the management advised of the total amount of my above mentioned deductions to the Union.

(Signature of Employee)

(Witness)

(Date)

ARTICLE 6: THE EMPLOYER AND THE UNION SHALL ACQUAINT THE NEW EMPLOYEES

- (a) The Employer agrees to acquaint new employees with the fact that an agreement between the parties is in effect and with the conditions of employment set out in Articles 4 and 5 dealing with Union Security and Dues Checkoff.
- (b) Wherever the singular or the masculine is used in this agreement, it shall be considered as if the plural or the feminine has been used where the context of the party or parties hereto so require.

ARTICLE 7: LABOUR MANAGEMENT NEGOTIATIONS

(a) Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than three (3) members of the Employer, as appointees of the Employer, and not more than three (3) members of the Union as appointees of the Union. The Union shall advise the Employer of the Union nominees to the Committee.

(b) Representatives for Bargaining

The Union and the Employer shall have the right at any time to have the assistance of a representative when dealing or negotiating.

(c) Meeting of the Bargaining Committee

In the event of either party wishing to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement. Such meeting shall be arranged within ten (10) calendar days after the request has been made.

(d) Function of Bargaining Committee

The Bargaining Committee shall meet to discuss the renewal of the collective agreement or any other matters which may be referred to it under the terms of this agreement.

(e) Time Off for Meetings

Any representative of the Union on this Bargaining Committee, who is in the employ of the Employer, shall have the privilege of attending meetings of the Committee

held within working hours without loss of remuneration. This attendance shall not disrupt the normal operation of the Employer and the employee shall be paid only when attending negotiating sessions between the Employer and the Union.

(f) Labour-Management Committee

There shall be a joint Labour-Management Committee established to discuss and review matters of concern affecting either party. Meetings of this Committee shall be held when required but at least every two (2) months. Such meetings will be during normal working hours and the Union participants shall suffer no loss in pay for attending the meetings.

ARTICLE 8: SENIORITY

(a) Permanent Full-Time Employees

Permanent full-time employees are those who are regularly scheduled to work on a full-time basis of 40 hours per week. Permanent full-time employees are entitled to all benefits of this Agreement except while serving the probationary period.

(b) Casual/Temporary/Seasonal Employees

Casual/Temporary/Seasonal employees are those who are hired on a temporary basis for a specific assignment of up to twelve (12) months and are paid an hourly rate on an intermittent basis.

Casual/Temporary/Seasonal employees shall be entitled to the regular wage levels for their duties as listed in Schedule A of this Agreement. Casual/Temporary/Seasonal employees are not eligible for employee benefits other than Holidays (Article 15) and Vacations (Article 16) of the Agreement.

(c) Seniority List

Seniority is length of service of employment with the Employer and shall apply on a bargaining-unit-wide basis.

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

(d) Seniority for New Employees

Newly hired employees shall be considered on a probation basis for a period of three (3) months from date of hiring. After satisfactory completion of the probation period, seniority shall be effective from the original date of employment.

(e) Seniority During Absence

If an employee is absent from work because of sickness, accident or leave of absence approved by the Employer, he shall not lose seniority rights until a period of twelve (12) months has elapsed. Thereafter any extension may only be granted with the consent and agreement of the parties hereto.

An employee shall lose seniority in the event:

1. He is discharged for just cause and is not reinstated.
2. He resigns.
3. He is absent from work in excess of three (3) working days without notifying the Employer unless such notice was not reasonably possible.
4. After a layoff, he fails to return to work within three (3) calendar days, after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his current address.
5. After a layoff of twelve (12) months an employee shall be struck off the seniority list.
6. An employee who loses seniority rights shall also lose job rights.

(f) Seniority During Transfers to Supervisory Positions

If an employee is transferred to a supervisory position or any other position not covered by this agreement, he shall retain his seniority in the position from which he was transferred.

After sixty (60) days, the affected employee shall decide to remain in the supervisory position or return to the bargaining unit.

If the employee remains in the supervisory position, then all seniority rights are eliminated.

ARTICLE 9: LAYOFFS AND REHIRINGS

(a) Layoffs and Rehiring Procedure

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in reverse order of their seniority, provided that those employees retained are qualified to do the work. Employees shall be recalled in order of their seniority, provided they are qualified to do the work. Provided also that in the case of layoffs the Union agrees that where the next junior employee is retained, to complete a job in progress, the retaining of his services for a period not exceeding five (5) working days shall not be considered a violation of the agreement and provided that employees laid off have not been doing similar work.

(b) Notice of Layoff

The Employer shall notify employees with seniority rights who are to be permanently laid off thirty (30) working days before layoff is to be effective.

The provision of this clause shall not apply because of temporary suspension of work due to inclement weather or emergency conditions beyond the control of the Employer.

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

Temporary layoff for purposes of this clause to mean no more than two (2) months.

The provision of this clause shall not apply because of temporary suspension of work due to inclement weather or emergency conditions beyond the control of the Employer.

This clause [9(c)] does not include the layoff of those employees hired for a specified period of time. Such employees shall be given five (5) days notice of layoff.

Layoffs for these employees may extend beyond two (2) months.

d) Continuation of Benefits

In cases of temporary layoffs the Employer agrees to maintain the payment of its share of the monthly premium to the approved Medical Plan for a maximum period of three (3) months in any contract year providing that the employees contribute their own share during the period of such layoff.

ARTICLE 10: PROMOTIONS AND STAFF CHANGES**(a) Job Posting**

Prior to filling any staff changes or promotions covered by the terms of this agreement, the Employer shall post notice on all bulletin boards for a minimum of three (3) working days in order that all members will know about the position and be able to make written application therefor. Such notice shall contain the following information: Nature of position, qualifications, required knowledge and education, ability and skills, shift, wage and salary rate or range. The Employer agrees where possible to notify employees who may be absent due to sickness, vacation or leave of absence, of all job postings.

(b) Method of Making Appointments

In making staff changes, appointment shall be made of the applicant senior in service, and having the required qualifications, fitness and ability. Conditional on satisfactory service, such trial promotion shall become permanent after the period of sixty (60) calendar days. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, he shall be returned to his former position without loss of seniority or previous salary, and any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position without loss of seniority and previous salary. The successful applicant shall be transferred to his/her new position within five (5) working days following his/her appointment.

(c) Job Training Program

The Employer agrees, wherever practical to provide an opportunity for employees to receive on the job training to facilitate qualification for promotion, in the event of a vacancy arising in a position senior to his own.

ARTICLE 11: GRIEVANCE AND ARBITRATION PROCEDURE

(a) The Employer acknowledges the right of the Union to appoint, or otherwise select, a Grievance Committee of up to two (2) members. The personnel of such committee shall be communicated to the Employer.

(b) Should a dispute arise between the Employer and any employee regarding the interpretation, meaning, operation or application of this agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that

this agreement has been violated, or should any other dispute arise, an earnest effort shall be made to settle the dispute in the following manner:

Step 1: If the Grievance Committee of the Union considers the grievance to be justified, the employee concerned, together with a member of the Grievance Committee, shall first seek to settle the dispute with the Administrator within fourteen (14) days after the alleged grievance has arisen. The Administrator shall reply to the grievance within fourteen (14) days.

Step 2: Failing agreement being reached in Step 1, application shall be made to the Management Committee in writing, stating the grievance concerned and a hearing shall be arranged by the Management Committee within ten (10) days following the application.

Step 3: Failing satisfactory settlement within at least ten (10) days after the dispute was first discussed by the Council, either party may refer the dispute to a Board of Arbitration.

Upon the establishment of a Board of Arbitration the Employer shall appoint one member of this Board, and the Union shall appoint one member to this Board, and these two appointees shall agree upon a Chairman; in the event that these two appointees cannot agree upon a Chairman, the Minister of Labour shall appoint a Chairman. The report of this Board of Arbitration shall be final and binding to the parties but shall not have the power to change the terms of the agreement.

- (c) Replies to grievances shall be in writing at all stages.
- (d) The Employer shall supply the necessary facilities for the grievance meetings.
- (e) The time limits fixed in the grievance procedure may be extended by the consent of the parties to this agreement.
- (f) At any stage of the grievance procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.
- (g) Sole Arbitrator

By mutual agreement, the parties may agree to the use of a Sole Arbitrator, who

shall be governed by the terms of this Article.

ARTICLE 12: DISCHARGE AND SUSPENSION

- (a) A regular employee may be suspended or dismissed only for just cause and only upon the authority of the Employer.

Just cause shall not include the refusal of an employee to cross the picket line of a legal strike. All essential services of the Employer will be maintained.

- (b) An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 11: Grievance and Arbitration Procedure.
- (c) Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his former position, without loss of seniority rating, and shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next preceding such discharge or suspension, or by another arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration if the matter is referred to such a Board.
- (d) The Employer agrees all employees will have access to their personnel file. Any employee may respond in writing to any report on their personnel file, and such response will become part of the file.

ARTICLE 13: HOURS OF WORK

- (a) Hours

The normal workweek for hourly paid employees shall consist of five (5) eight-hour days per week. The shift schedule shall be mutually agreed upon between the Employer and the Public Works employees.

- (b) The hours of work for outside staff shall be eight (8) hours, to be worked between the hours of 6 a.m. and 6 p.m.
- (c) The Employer agrees to post the working schedule for employees and also any working schedule changes which may take place from time to time.
- (d) Minimum Hours

In the event of an employee starting work in any day and being sent home before he has completed eight (8) hours, he shall be paid for eight (8) hours. In the event of stoppage or suspension of work due to inclement weather he shall be paid for four (4) hours. In the event that any employee reports to work but is sent home before commencing to work, he shall be paid for four (4) hours at regular rates. This clause applies only to permanent employees.

(e) Rest Periods

All employees shall be permitted a fifteen (15) minute rest period in both the first and second half of a shift.

(f) Summer Hours

Summer hours may be implemented during the course of this agreement to comply with daylight savings time.

ARTICLE 14: OVERTIME

(a) Overtime Rates on Weekdays

All time worked beyond the scheduled workday shall be deemed to be overtime. Overtime shall be paid for at the rate of time and one-half for the first two (2) hours work and double time thereafter, on normal shift days.

(b) Any employee required to work on his first weekly day of rest shall be paid time and one-half for the first two (2) hours work and double time thereafter.

(c) Any employee required to work on his second weekly day of rest or on a statutory holiday, shall be paid double time for all hours so worked. This double time will be in addition to any statutory holiday pay to which he might be entitled.

(d) Overtime rates shall not be paid more than once for the same hours worked.

(e) No Layoff to Compensate for Overtime

Employees shall not be required to layoff in regular hours to equalize any overtime worked.

(f) Minimum Call Back Time

Every employee who is called out and required to work in an emergency outside his

regular working hours shall be paid a minimum of two (2) hours at overtime rates. The word emergency above being as the instance where an employee does not receive notification during his regular working hours.

Where an emergency repair is affected and completed in less than two (2) hours worker will be paid minimum of two (2) hours at overtime rates and allowed to go off duty. Should emergency repairs require more than two (2) hours all time worked will be paid at overtime rates until completion of emergency repairs.

- (g) Subject to the employer's operational requirements, employees may consider paid time off in lieu of worked overtime. Time off will only be taken upon mutual agreement between the employee and the employer, provided that any unused banked time will be paid out once yearly at a time to be determined by the employer. Paid time off shall be provided at the same rate as applicable overtime rates.

ARTICLE 15: HOLIDAYS

Permanent full time employees shall after completion of thirty (30) days employment receive one day's pay for not working on the following holidays:

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

and any other day proclaimed as a legal statutory holiday in British Columbia by the Federal or Provincial Governments as a holiday but not including any such proclaimed day which is proclaimed as a substituted holiday because the actual holiday fell on a weekend day.

When a statutory holiday falls on a normal non-working day and no other day is declared in substitution thereof, employees shall receive a day off work in lieu of the holiday, at their regular rate of pay; such day off to be taken at the discretion of the Employer. Should an employee not receive the day off in lieu, within thirty (30) days, he shall be paid for that day.

ARTICLE 16: ANNUAL VACATIONS

- (a) Length of Vacation

Employees covered by this Agreement shall be entitled to holidays with pay each year. Such holidays to be provided after the following years' service and in the following amounts:

1 - 4 years	15 working days
5 - 8 years	20 working days
9 - 15 years	25 working days
16 - 24 years	30 working days

Employees with less than one year's service shall be paid on the basis of four percent (4%) of earnings entitlement.

(b) Holidays During Vacation

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

(c) Preference in Vacations

Provided the work schedule permits all employees shall be granted the vacation period preferred by the employee, at such time as may be mutually agreed upon by the Employer and the employee. Preference in choice of vacation dates shall be determined by seniority of service. All holidays must be taken as time off.

(d) Vacation Rates

Any employee who is eligible for a vacation under Article 16 (a) with more than one (1) year seniority shall be paid at his regular rate of pay while on his vacation.

(e) Vacations for Part-Time Employees

An employee who works less than full time shall be paid for his vacation time on each pay period as follows:

From 1 year to 5 years	4% of his annual earnings
From 6 years to 10 years	6% of his annual earnings
From 11 years to 15 years	8% of his annual earnings
From 16 years and up	10% of his annual earnings

ARTICLE 17: SICK LEAVE PROVISIONS

(a) Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work by virtue of being sick or disabled.

(b) Sick Leave

Employees absent due to an illness or accident will be permitted three (3) days absence with full pay, for each illness, non-accumulative.

(c) Sick Leave Usage

If the amount of sick leave used by an employee in a given year is greater than the previous year, or if an unacceptable trend develops in the use of the employee's sick leave, a meeting shall be held between the Administrator, the Union National Representative and the affected employee. Such a meeting will attempt to resolve the outstanding issues and concerns and to develop a plan to improve attendance.

Employer to pay 100% of premiums for weekly indemnity and long-term disability. Benefits commence on the first day of accident or fourth day of sickness. Seventeen (17) weeks, 67% of weekly earnings to Seven Hundred Dollars (\$700.00). Benefits are taxable.

Long Term Disability Coverage

One hundred nineteen (119) day elimination period to age 65. Twenty-four (24) month own occupation, any occupation thereafter 67% of monthly earnings to Three Thousand Dollars (\$3,000.00).

(d) Proof of Illness

An employee shall after three (3) days absence due to illness, if required by the Employer, produce a certificate from a duly qualified medical practitioner certifying that such employee was unable to carry out his duties due to illness. If the doctor charges for a certificate the Employer shall reimburse any such charges on presentation of a paid receipt.

(e) Illness in the Family

In the case of acute illness of an immediate member of the family who requires

specialized medical care and is hospitalized outside of Ashcroft, where no one at home other than the employee can provide for the needs of the ill person, the employee will be entitled at the discretion of the employer to use a maximum of ten

(10) days per year for this purpose. Such days shall not accumulate from year to year. An immediate member of the family shall mean husband, wife, mother, father, brother, sister, step-mother, step-father, children of the employee, mother-in-law, father-in-law, grandparents, step-children, and foster-children. Common Law marriages are considered, for this contract, to have the same status as a formal marriage.

ARTICLE 18: LEAVE OF ABSENCE

(a) For Union Business

The Employer agrees that, where permission has been granted by the Employer to representatives of the Union to leave their employment temporarily with respect to a grievance, they shall suffer no loss of pay for time so spent.

(b) Union Conventions

Leave of absence up to a maximum of twenty (20) days, without pay and without loss of seniority shall be granted upon request in writing to the Employer, to an employee elected or appointed to represent the Union at Union Conventions and a reply in writing will be given within three (3) days after such request has been made. One week's notice shall be given to the Employer.

(c) Bereavement Leave

In the case of death in the family of a permanent employee on the seniority list, leave of absence with pay shall be granted for a period of four (4) consecutive days for purpose of attending or arranging a funeral.

Family is defined as mother, father, step-mother, step-father, husband, wife, sister, brother, children of the employee, mother-in-law and father-in-law, grandparents, step-children and foster-children. Common-Law marriages are considered for this contract, to have the same status as a formal marriage.

The employee must notify the Employer when such leave of absence is required. The allowance granted shall be based on consideration both to the geographic location and the circumstances involved in the bereavement. Upon notification of employer, the employee may have time off to attend the funeral of a brother-in-law or sister-in-law, but such time shall be deducted from vacation entitlement or accrued banked overtime.

An employee, with the consent of the employer, may have up to five (5) additional

days bereavement leave in the case of death in the family. The additional time taken may be deducted from vacation entitlement or banked overtime or may be granted leave without pay.

One-half (1/2) day shall be granted without loss of pay to attend a funeral as a pallbearer, provided employee has the approval of his supervisor.

(d) Leave for Union Officers

Any employee who is elected or selected for a full or part time position with the Union, or any body with which the Union is affiliated, or who is elected to public office shall be granted leave of absence without loss of seniority by the Employer for a period of one year. Such leave shall be renewed each year during his term of office. He shall retain his former position, upon return, if a vacancy exists or any other position if there is a vacancy and his seniority and qualifications permit. In any event he shall have the right to exercise his seniority among seasonal or non-permanent positions.

(e) Maternity Leave

Upon two (2) weeks' written notice, if possible, leave of absence without pay and without loss of seniority shall be granted for pregnancy to the maximum provided in the Employment Standards Act and the Employment Insurance Act.

The employee returning to work after maternity leave shall provide the Employer with at least three (3) weeks' notice.

On return from maternity leave, the employee will be placed in a position consistent with the seniority provisions of this agreement.

(f) General Leave

The Employer may grant leave of absence without pay and without loss of seniority to a maximum of six (6) months to any employee requesting such leave for good and sufficient cause, such request to be in writing and submitted to the Employer.

ARTICLE 19: PAYMENT OF WAGES AND ALLOWANCES

(a) Pay Days

The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" of this Agreement. Each employee shall be provided with an itemized statement of the employee's wages and deductions on each payslip.

(b) Vacation Pay

Employees shall receive, upon request, on the last office day preceding commencement of their annual vacation, any cheque which may fall due during the period of their vacation.

(c) Pay During Temporary Transfers

If an employee substitutes and performs the duties of a higher classification on any job for four (4) hours or more, in any one day during the absence of another employee, he shall receive the rate for the job or his regular rate, whichever is the greater for the day involved.

If during the Public Works Foreman's absence, the Labourer/Operator is required to make an emergency decision, he will be advanced to the Lead Hand classification for the time worked.

(d) Standby Pay

An employee engaged on standby emergency duty shall receive pay at two hours pay at time and one half on the first day off and two hours at double time on the employee's second day off. Additional hours shall be in accordance with terms of this Agreement.

ARTICLE 20: JOB CLASSIFICATION

When any position not covered by Schedule "A" is established during the life of this agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree as to the classification and/or rate of pay of the job in question, such dispute shall be submitted to a Board of Arbitration and the majority report of the Board shall be final. The new rate shall become effective and retroactive to the time the position was first filled by an employee.

ARTICLE 21: BENEFITS

(a) Pension Plan

An employee who has completed his probationary period and meets the terms of the Pension Act, shall participate in the Municipal Pension Plan in accordance with the terms of the Plan.

(b) Medical Services

The Employer shall contribute one hundred percent (100%) of the premium of the recognized medical plan for all full-time employees assigned to a posted position.

(c) Dental Plan

For all regular employees assigned to a posted position the Employer will contribute one hundred percent (100%) of the premiums of the Pacific Blue Cross Dental Care Plan "A". This plan pays eighty percent (80%) basic, major nil.

Plan "B" coverage – 50% coverage and 100% Employer paid premiums.

(d) Group Life

The regular employees assigned to a posted position shall participate in the Group Life and Accidental Death and Dismemberment Insurance Policy as provided in the U.B.C.M. Benefit Plan. The coverage shall be \$10,000 for a spouse and \$5,000 for dependents plus accidental death and dismemberment. The Employer shall pay one hundred percent (100%) of the monthly premiums. The amount of coverage for employees is twice the annual salary.

(e) Extended Health Coverage

The Employer will contribute for all regular employees assigned to a posted position one hundred percent (100%) of the Pacific Blue Cross Extended Health Insurance as provided in the U.B.C.M. Benefit Plan. The EHB coverage will include \$250/2 years for vision care for employees and dependents and \$500/5 years for hearing aides for employees.

ARTICLE 22: GENERAL CONDITIONS

(a) Strike at Employer's Premises

In the event any other employees of the Employer engage in a strike or refusal to work, and place or maintain pickets at the Employer's premises, then any refusal to work or failure to cross such picket line by members of this Union shall not be considered a violation of this agreement. In consideration of the provisions of this section the Union agrees to man those essential services which are necessary to protect the health of the citizens, namely: water, sewer and fire suppression systems to work during a strike.

(b) Bulletin Boards

The Employer shall provide suitable bulletin boards in the shop and Village office upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

(c) Instructional Courses

The Employer agrees to pay the full cost of any course of instruction required by the Employer for any employee to better qualify the employee to perform his job. Such payment shall be made upon a successful completion of the course.

(d) Boot and Clothing Allowance

Permanent full time Public Works employees shall receive an annual allowance of \$125 for the purchase of work boots. The Employer shall provide appropriate coveralls. The Employer shall provide, for the use in the sewer lagoon, appropriate boots and attire.

(e) Safety Committee

A Safety Committee shall be set up as required by the provisions of the Workers' Compensation Board. The Employer and the Union shall each appoint two (2) members to this Committee. Meetings shall be held once each month during working hours.

It shall be the duty of all employees to report immediately to their foreman or the Employer, 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. Complaints in regards to general safety conditions shall be reported to the Safety Committee.

(f) Dirty Pay

Employees assigned to work in the sewer lagoon shall be paid \$.50 per hour for all time spent exposed to raw sewage.

- (g) Whenever possible an employee who intends to terminate his services with the Employer, shall give notice in writing to the Employer to the extent of seven (7) calendar days if employed by the hour, or thirty (30) calendar days, if employed by the month.

ARTICLE 23: TECHNOLOGICAL CHANGE

Any employee with three or more years' service who is displaced from his job by virtue of technological change or improvement will have the cooperation of the Municipality along with the Federal Government in providing opportunity for retraining and replacement. In such cases, the Municipality agrees to give notice of at least three (3) months or if this is not possible, pay in lieu of notice of one (1) month.

ARTICLE 24: GENERAL

- (a) When an Artificial Ice Surface is installed at the Recreation Centre, and when an employee(s) is hired to operate the machinery and ice plant, this employee(s) shall become a member of the Bargaining Unit. A rate of pay will be negotiated at that time and will be included in Schedule A of the Collective Agreement.

- (b) Grant Funded Employees

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 will not be unreasonably withheld. The Employer 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.

- (c) Student Employees

A high school or post secondary student hired during his normal vacation period shall be considered a casual employee for that period, and the Employer will provide names and employment dates of such students to the union. A Student rate of pay shall be established in Schedule A of the Agreement. Returning student employees will receive an additional \$.50/hr. for each additional year that they return to work with the Village of Clinton.

(d) Job Descriptions

Job descriptions shall be reviewed and updated by parties annually.

ARTICLE 25: TERM OF AGREEMENT

This agreement unless changed by mutual consent of both parties hereto, shall be in force and effect from and after the first day of January, 2006 and up to and including December 31, 2009 and thereafter from year to year unless either party of this Agreement gives notice to commence collective bargaining in accordance with the Labour Code of British Columbia Act.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives have affixed their signatures on this ____ day of _____ 2005.

SIGNED ON BEHALF OF:
THE VILLAGE OF CLINTON

SIGNED ON BEHALF OF:
THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL NO. 900

Mayor

President

Clerk

Secretary

Local 900 Unit Chair

National Representative

SCHEDULE "A"

	<u>2006</u> 3%	<u>2007</u> 2.5%	<u>2008</u> 3%	<u>2009</u> 2.5%
<u>Classification</u>				
Student Employees	\$ 10.77	\$ 11.04	\$ 11.37	\$ 11.66
Office/Clerical	\$ 18.93	\$ 19.40	\$ 19.99	\$ 20.49
Casual/Temporary/Seasonal	\$ 18.93	\$ 19.40	\$ 19.99	\$ 20.49
Labourer I	\$ 19.23	\$ 19.71	\$ 20.30	\$ 20.81
Labourer/Operator	\$ 20.50	\$ 21.01	\$ 21.64	\$ 22.18
Lead Hand	\$ 24.33	\$ 24.94	\$ 25.68	\$ 26.33

*A premium of \$1.00 per hour will be paid to a holder of a Water/Waste Water Certificate – Level II

Casual/Temporary Labourer

To perform miscellaneous duties as assigned by their supervisor. Duties shall be any function normally carried out by a labourer in the bargaining unit. This position may be a part-time (minimum 4 hours per day) or full-time outside position. Employee must hold a valid drivers license.

Labourer I

To perform all labour functions assigned by his supervisor. This is a training position and upon satisfactory completion of the probation period, the employee will advance to Labourer/Operator position subject to acquiring all of the licenses, certificates and skills.

Labourer/Operator

To perform all labour functions assigned by his supervisor. Includes the operation, maintenance and upkeep of all equipment and machinery. The employee must hold necessary licences and certificates required to operate equipment and machinery, as well as a working knowledge of the water system and sewage treatment plant.

Lead Hand

In the absence of the Public Works Foreman, performs duties normally assigned to the Public Works Foreman along with his normal Labourer/Operator duties.

Public Works Foreman

Includes planning, assigning and assisting in the work of employees engaged in all municipal work functions as required by the employer. The employee is familiar with the operation and maintenance of all equipment and machinery, buildings, and property. Includes the operation and maintenance of the water system and sewage treatment plant and all testing and recording of information as required. The employee must hold necessary licences and certificates to operate equipment and machinery. Basic mapping, surveying and updating municipal drawings.

The Public Works Foreman shall supervise all employees within the Public Works and Parks Department and shall be responsible for all of their actions and behavior at all times during their required working day.

Signed on behalf of the
Employer

Signed on behalf of the
Union

Date: _____