

**COLLECTIVE AGREEMENT**

between

**THE VILLAGE OF NAKUSP**

-and-

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 2450**

**AUGUST 1<sup>st</sup>, 2004 – JULY 31<sup>st</sup>, 2007**

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## **DEFINITIONS**

**Regular full-time employee** is one who works regularly scheduled full-time shifts. These employees accumulate seniority and are entitled to all benefits outlined in this Agreement.

**Regular part-time employee** is one who works regularly schedule shifts but does not work the scheduled hours of a full-time employee. These employees accumulate seniority and are entitled to all benefits outlined in this Agreement, except as otherwise stated herein.

**Temporary employee** is one who is hired for a specific period of time or specific purpose, not to exceed five consecutive months. The period of employment may be extended beyond five months by mutual agreement between the Union and the Employer.

Temporary employees shall serve one (1) probation period as a temporary employee during their first sixty (60) consecutive working days. The parties may mutually agree that article 16.04 does not apply when a temporary employee is appointed to a regular position, which agreement shall not be unreasonably denied. The probationary rate does not apply when a temporary employee is appointed to a regular position during the probationary period under article 16.04, if the employee has previously completed sixty (60) consecutive working days in the applicable classification.

**Casual employee** is one who is hired on a day-to-day intermittent basis, primarily to relieve or augment staff. A casual employee shall not be employed continuously for a period in excess of ~~six weeks~~ two (2) months in any one position. Names of casuals will be added to a rotational, casual employee list, and will be contacted on an as-needed basis, provided the person's qualifications meet the requirements of the position to be filled.

**Student** is defined as one who is currently attending or returning to a Secondary School, College or University. A student can be hired at the Employer's discretion to assist with special projects or to augment staff when there is increased workload. The student rate will not apply for operation of heavy duty equipment (ie backhoe, dump truck) as long as there are qualified regular or casual employees available. In the event a student is used for this, they will be paid the casual rate. A student will work under the general direction of the Foreman, Manager or designate. A student will not be included on the stand-by list.

**Month** means the calendar month (first day to last day).

**Calendar Year** means the period from January 1 to December 31.

**Year** means a period from a date in one year to the day prior to the same date in the subsequent year.

## **ARTICLE 1 - UNION RECOGNITION**

### **1.01 Bargaining Unit**

The Employer recognizes the Canadian Union of Employees, Local 2450 as the sole collective bargaining agency on behalf of the employees for whom the Union has been certified as bargaining agent.

### **1.02 Excluded from Unit**

The following positions shall be excluded from the bargaining unit:

Chief Administrative Officer (Clerk)  
Director of Finance (Treasurer)  
~~Deputy Clerk/Confidential Secretary~~  
Superintendent of Operations  
Fire Chief/Bylaw Enforcement Officer

### **1.03 Union Membership**

All employees who are members of the Union on the date this Agreement is signed shall maintain Union membership as a condition of continued employment. All new employees who commence employment after the date on which this agreement is signed shall become members of the Union within 30 days worked, and shall remain members of the Union, as a condition of continued employment. The Union shall hold the Employer blameless for any necessary action under this clause.

### **1.04 Union to Notify**

The Union shall notify the Employer of the current officers, stewards and committee members of the Union.

### **1.05 No Other Agreements**

No employee shall make a written or verbal agreement with the Employer which conflicts with the terms of this Agreement.

1.06 Bulletin Boards

The Union has the right to maintain a bulletin board(s) in a conspicuous and convenient place(s), provided that the use of such shall be restricted to the posting of notices regarding the business affairs, meetings, social events and reports of the Union, and further provided that each such notice shall be signed by the officer or member authorizing or posting the same.

1.07 Picket Lines

An employee will not be disciplined, but may have the period involved as time without pay, for refusing to cross a legal picket line where a legal strike or a legal lockout under the Labour Relations Code is in effect.

1.08 Work within the Bargaining Unit

No employee who is excluded from the Bargaining Unit shall perform work normally performed by an employee in the bargaining unit, except in conformance with past practice, or in the case of an emergency.

1.09 Contracting Out

The Employer has the right (subject to the other provisions of this Agreement) to decide how and by whom any work is to be performed. However, in the exercise of this right, the Employer will not contract out work that results in the lay-off of any regular employee, or a reduction in the regular hours of work of any regular full-time employee.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

### ***2.01 General***

The Union recognizes the exclusive right of the Employer to operate and manage the business and affairs of the ~~V~~village in all respects. In carrying out its authority, the Employer may make rules and regulations which shall not be inconsistent with the provisions of this Agreement. Such rules and regulations or amendments thereto, shall be communicated in writing to the Union, posted, and distributed to affected employees.

### ***2.02 Directing Work Force***

The Employer shall have the right to manage and direct the work force; to hire employees; and subject to this Agreement, the right to discipline, demote and discharge employees for proper cause; and to retire an employee at age 65. The selection of supervisory staff shall be entirely a matter for the Employer's decision.

## **ARTICLE 3 - CHECK OFF OF UNION DUES**

### ***3.01 Check Off of Fees and Dues***

The Employer agrees to check off all Union dues and initiation fees in accordance with the provisions of the Labour Relations Code of British Columbia and the law relating to assignments.

### ***3.02 Deduction and Remittance***

The Employer shall, during the life of this Agreement, deduct as a condition of employment, a sum equivalent to dues as set by the Union from the pay due each pay period to each employee, and remit the same to the financial secretary of the Union in the month following that in which such deductions are made.

### ***3.03 Information with Remittance***

The Employer will, at the time of making such remittances, enclose a list of such employees' names and the amount deducted from each.

### ***3.04 Tax Information***

When Income Tax Information (T-4) slips are provided to an employee, the Employer will include the amount of Union fees and dues deducted in the previous year.

## **ARTICLE 4 - SENIORITY**

### **4.01 Seniority Defined**

Except as otherwise provided in this Agreement, seniority is defined as the length of service in the bargaining unit and shall operate on a bargaining-unit wide basis. Seniority accumulates when a regular employee successfully completes probation and shall then be back-dated to the date of commencement of probation.

Current service as a regular employee which pre-dates certification shall be included.

Temporary employees and casual employees who **have worked more** than eight hundred and eighty (880) straight time hours in the 18 months immediately preceding the date of a posting (seven hundred and seventy (770) straight time hours in the case of clerical employees), shall have such days (all the straight time hours worked as temporary and/or casual employees in the 18 month period) accrued and considered as if seniority for the sole purpose of being considered for employment when applying for the posted position.

### **4.02 Seniority List**

At least once a year (January 1) the Employer shall post, and shall provide the Union, with a current seniority list covering all employees in the bargaining unit. Such list shall include the name of the employee, the date of the employee's last entry into the bargaining unit and the accumulative total of accrued seniority in years and/or months for each employee.

When two or more employees have the same seniority and a choice must be made among them, the choice will be made by tossing a coin.

### **4.03 Seniority While on Leaves Without Pay**

Except as specifically provided otherwise in this Agreement, a regular employee shall continue to accrue seniority:

when on leave of absence without pay only for the period of the first four months of such leave, if absent from work on Maternity Leave, on leave on a claim recognized by WCB for a maximum of two years, on

leave while collecting weekly indemnity benefits, or on leave while collecting long-term disability benefits for a maximum of two years.

#### **4.04 Loss of Seniority**

An employee shall lose seniority and shall no longer be an employee in the event the employee:

- a. is discharged for just cause;
- b. voluntarily terminates;
- c. is absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
- d. fails to comply with the terms of the recall provisions;
- e. is on lay-off and recall rights expire;
- f. retires.

#### **4.05 Re-Employed Employee**

In the event of a former employee being rehired by the Employer after having voluntarily resigned, the employee shall be considered as having no previous seniority. However, if an employee who has resigned because of illness is re-employed as a regular employee within six months after the effective date of the resignation, the seniority accumulated up to the date of the resignation shall be restored when the employee successfully completes probation.

## **ARTICLE 5 - HOURS OF WORK**

### **5.01 Full-time Work Week, Work Day and Shifts**

The regular full-time work week shall be forty~~h~~ (40) hours for outside employees and thirty-five (35) hours for inside employees.

The regular full-time work day, exclusive of unpaid meal periods, shall constitute:

- eight (8) hours, normally within a span of eight and one half hours for outside employees;
- seven (7) hours, normally within a span of eight hours for inside employees.

When the majority of hours worked falls between:

8 am and 4 pm	-it shall constitute day shift
4 pm and 11 pm	<del>-----</del> it shall constitute afternoon shift
11 pm and 7 am	-it shall constitute night shift

Shift times may be as early as:

Day shift	-	6 am or 4 am for snow removal, sanding, street sweeping or other related work
Afternoon shift	-	2 pm
Night shift	-	11 pm

The regular work week for inside employees and public works employees shall be Monday through Friday.

The regular work week for Arena/Parks employees shall be Monday through Friday from the end of the ice season to the commencement of the following ice season.

If there are two or more shifts per day and/or if there is a six or seven day work pattern at any site or department, all the regular and temporary employees at that site or department shall work on a rotation basis for the shift and/or days of work.

Variation in the provisions of this section shall be by mutual agreement between the Parties.

- 5.02 (a) The provisions of Article 5.01 notwithstanding, Public Works employees hired or promoted to regular employee status after (July 7, 2005) may be required to work an alternate weekly shift schedule that includes Saturdays and/or Sundays as part of their regularly scheduled working days. The normal schedule for such employees shall be Wednesday to Sunday, provided that the Employer may change this alternate schedule to any other five (5) consecutive day period by giving seven (7) days advance notice under article 5.05.
- (b) As an alternative to any particular employee being required to work the alternate weekly shift schedule under this section (5.02), the alternate schedule may be filled by another Public Works employee who volunteers to do so, provided that the employee so volunteering has the required competency, efficiency ability and qualifications; or at the request of the Union, the alternate shift schedule may be filled on a rotating basis by members of the Public Works crew, having the required competency, efficiency, ability and qualifications in accordance with the applicable provisions of articles 5.01 and 5.04.

### **5.03 Two Consecutive Days Off**

The normal work pattern for full-time employees not working on a rotation of days of work shall provide five (5) consecutive work days followed by two (2) consecutive days off, which for overtime calculation purposes shall be considered to be in the same work week.

The normal work pattern for part-time regular or part-time temporary employees not working on a rotation of days of work, shall provide for at least two consecutive days off.

Regular or temporary employees working on a rotation of days of work, shall work a sequence of days at work and days off work which:

- forms a pattern which repeats over a period of not more than 8 consecutive weeks;
- for full-time employees provides an average of 40 hours per week of work for outside employees and 35 hours per week for inside employees;
- provides an average of two consecutive days off per week.

#### **5.04 Rest Periods and Meal Periods**

Employees shall be allowed a fifteen (15) minute paid rest period at the worksite in each of the first half and second half of a full-time shift. An employee working less than a full-time shift shall have one paid rest period during each continuous three and one half or four hours of regular working time.

As an alternative, an employee may be allowed a twenty (20) minute paid rest period at the worksite in the first half of a shift.

The timing of all rest periods shall be at the discretion of the supervisor, and in keeping with the urgency of the jobs being performed. The supervisor shall be fair and reasonable in the use of the discretion.

An employee working a shift of five hours or more shall be entitled to a meal period, without pay, scheduled at an appropriate time. The length of the meal period shall be 30 minutes for outside employees and 30 or 60 minutes for inside employees.

An employee required to be available for work on site during a meal break shall be paid for the time and shall have the time considered as part of the employee's regular shift.

Hot Springs employees shall be exempt from the provisions of Article 5.04 of this Agreement.

#### **5.05 Scheduling and Sharing Shift Work**

Notification of a change from one shift to another (e.g. day shift to afternoon shift) or of a change in days comprising the alternate weekly shift schedule under article 5.02, shall be given to regular and to temporary employees involved at least seven (7) days in advance, except in the case of emergency. Except as provided for in article 5.02, shift work shall be divided equitably among the qualified regular and temporary employees in the affected classification.

#### **5.06 Changes in Starting Time or Work Days**

If forty-eight (48) hours notice of a change in a regular or temporary employee's starting time is not given, or if eight (8) hours notice in the case of a starting time change for such an employee to engage in early morning snow removal, sanding, street sweeping, line painting or barricade installation is not given, the hours on the new shift prior to the starting time of the former shift shall be paid at the rate of time and one half the employee's basic rate. The notice is to be calculated to the new starting time.

A regular or temporary employee will be given a minimum of seven (7) days notice of a change in the employee's scheduled work days.

## **ARTICLE 6 - WAGES**

### **6.01 Schedule of Rates, Pay Days**

The Employer shall pay wages in accordance with Schedule A which is attached hereto and forms part of this Agreement.

Employees will be paid every other Friday, and if a holiday falls on a pay day, the employees shall be paid on the preceding day. The pay period will terminate on Saturday at midnight previous to the pay day.

### **6.02 Acting Temporary Capacity**

- (a) When an employee is temporarily assigned, by the Clerk Treasurer or designate to perform a substantial number of the duties and responsibilities of a position in a higher paying classification for longer than one (1) working day, the employee shall be compensated at the rate of one dollar and thirty-five cents (\$1.35) per hour in addition to his/her regular wage rate (two dollars (\$2.00) per hour when temporarily assigned to perform a substantial number of the duties and responsibilities of the Superintendent of Operations).
- (b) When an employee is temporarily assigned by the Clerk Treasurer or designate to perform a substantial number of the duties and responsibilities of a position in a higher paying classification (including those more significant duties and responsibilities upon which the value of the job is essentially based) for ten (10) working days or longer, the employee shall be paid for the entire period so worked at the higher rate (three dollars and fifty cents (\$3.50) per hour when temporarily assigned to replace the Superintendent of Operations under this subsection (b)).
- (c) If the employee is temporarily assigned to a position in a lower classification, the employee will continue to be paid his/her regular rate.

### **6.03 Rate of Pay on Change of Classification**

An employee who moves to a position in a higher pay classification shall be placed on the first step of the higher scale that results in a salary increase. If the employee is a regular employee who has successfully completed probation, the move is to the maximum of the higher scale.

An employee who moves to a position in another classification at the same pay scale shall not change pay rate.

A regular employee who has successfully completed probation and who moves to a position in a lower pay classification shall be placed on the maximum of the new scale; any other employee shall be placed at the minimum.

#### **6.04 Minimum Daily Guarantee**

~~A regular employee who reports for work on a regular scheduled shift will be paid for a minimum of two hours at the employee's regular basic rate of pay, unless the employee's condition is such that the employee cannot perform the employee's duties, or the employee has failed to comply with the Regulations under the Workers Compensation Act~~

~~A regular employee who reports for work on a regular scheduled shift and who commences work will be paid the employee's regular basic rate of pay, with a minimum of four hours pay, unless the employee's work is suspended because of inclement weather or other reasons completely beyond the control of the Employer.~~

- (a) Employees shall be paid for a minimum of four (4) hours at their regular wage rate during any day on which they actually commence work, unless work is suspended for a reason completely beyond the Employer's control.
- (b) If work is suspended for a reason completely beyond the Employer's control, including suitable weather conditions, subsection (a) shall not apply and affected employees shall be paid for a minimum of two (2) hours at their regular wage rate.
- (c) Employees, who actually report for work on any work day and who do not commence work, shall be paid for two (2) hours at their regular wage rate.
- (d) The guarantees set-out in subsections (a) through (c) above do not apply when an employee is unfit to work or fails to comply with the *Workers' Compensation Act* or applicable regulation(s).

#### **6.05 Standby**

- (a) When required by the Employer to be "on standby", employees shall be paid standby pay as follows:

- (i) For each entire rest day (24 hours) on standby - four (4) hours regular pay for the entire twenty-four (24) hour period, and
- (ii) For each **regularly scheduled workday** during an employee's scheduled workweek that he/she is required to standby - two (2) hours pay for the entire period between the end of the work shift to the commencement of the employee's next scheduled work shift.
- (iii) Standby on a statutory holiday shall be paid on the same basis as standby on a rest day (i.e. four (4) hours pay for the entire twenty-four (24) hours statutory holiday period).
- (iv) The employee shall be paid at the employee's regular rate or the last rate paid to the employee on the shift immediately prior to the standby if higher, for each period.
- (v) Arena/Parks Staff may be required to be on standby when the ice plant is required by statute to be inspected.

(b) Employees who are required to standby, shall remain immediately available by telephone contact, radio or paging device (whichever system is being used). They shall verbally respond to telephone calls, and will be empowered, under the Village "Level of Response" Policy, with discretion to:

(i)a. assign the resulting action to an appropriate employee(s); or

(ii)b. respond personally if appropriate;

and will also be responsible to:

(iii)e. check for snowfall and slippery road conditions, scheduling employees(s) as needed;

(iv)d. check gauges such as at the water supply, sewage treatment facilities if required, taking any necessary action to ensure the security and safety of the facility;

~~e. for Arena/Parks staff: open/close/maintain public washrooms on a daily basis; check public litter containers in parks and open places, empty as needed; general checks of public open spaces for vandalism or other damage; general checks of auditorium/arena, if used on previous evening/day; check gauges/operations for seedling project.~~

(v). for Arena/Parks Staff – open/close/maintain public washrooms on a daily basis, check public litter containers in parks and

open places, empty as needed, general checks of public open spaces for vandalism or other damage, general checks of auditorium/arena if used on previous evening/day, check gauges/operations for seedling project and inspect the wharf.

(Arena gauge checks are not to be performed regularly by Public Works employees; nor incorporated into the regular Public Works employees' standby duties.)

- (c) In addition to standby pay, an employee who is required to physically respond to a job requirement while on standby duty (other than as described above) shall be paid for all such hours actually worked and such time shall be treated as if overtime, with a minimum of two (2) hours of time being paid. All hours actually worked by an employee 'on standby' shall be paid at overtime rates, and the provisions of this Agreement dealing with call-out pay shall not be applicable.

The rate of pay shall be based on the higher of the employee's regular rate or the rate for the classification in which the employee is called out to work.

Work time earned as call-out time shall be, at the employee's discretion, banked and taken off at a later date or paid out as cash at the appropriate rate.

Standby duty shall be divided equitably among the regular and temporary employees qualified to perform the work.

## **6.06 Call-Out Pay**

A regular or temporary employee who is not on standby and who is brought out to work without previous notice, at any time other than the employee's regular shift shall be paid for a minimum of four hours at straight time, or actual hours worked at the applicable overtime rate, whichever is greater. An employee is entitled to be paid only one call-out per four (4) hour period.

The rate of pay shall be based on the higher of the employee's regular rate or the rate for the classification in which the employee is called out to work.

Work time earned as call-out time shall be, at the employee's discretion, banked and taken off at a later date or paid out as cash at the appropriate rate.

## **6.07 WCB Payments**

~~An employee on Workers' Compensation shall receive from the Employer a pay cheque equal to the amount of the compensation to be paid by the Workers' Compensation Board, provided the payment from the Board is made payable and paid over to the Employer. This benefit is to be in effect for a maximum of three months.~~

~~When an Employee has applied for compensation from Workers' Compensation, the Employee will not receive earnings from the Employer while the Employee is receiving compensation from Workers' Compensation.~~

## **6.08 Shift Differential**

~~A shift differential in the amount of 50 cents per hour will be paid to all employees, excluding students, for work performed between the hours of 15:59 and 07:01. Shift differential will not apply to overtime, callout or standby.~~

## **ARTICLE 7 - OVERTIME**

### **7.01 Overtime Defined**

- (a) Overtime, whether worked on the Employer's premises or not, shall mean all time worked at the request of the Employer in excess of eight (8) hours per day or forty (40) hours per week for outside employees; and seven (7) hours per day or thirty-five (35) hours per week for inside employees.
- (b) Employees, who attend and record Council meetings outside of their normally scheduled hours, shall be guaranteed a minimum of two (2) hours pay at overtime rates. This guarantee applies when Council meetings are cancelled without prior notice. If the Council meeting starts and ends prior to the expiration of this two (2) hour period or is cancelled without prior notice, the employee may, at his or her discretion, forego the balance of the guarantee period rather than perform other duties that may be assigned.

### **7.02 Overtime Rates**

As compensation for overtime worked, employees shall be paid at the rate of time and one half the employee's regular rate of pay for the first three hours of overtime worked on a day and double time thereafter.

Hours of overtime on consecutive days of rest shall accumulate and be paid at the rate of time and one half for the first eight hours and double time thereafter for outside employees; and at the rate of time and one half for the first seven hours and double time thereafter for inside employees.

### **7.03 Payment of Overtime and Call-Out Time**

Overtime shall be paid or shall be taken in compensating time off. The employee shall indicate on the time sheet whether the employee wishes to be paid or wishes compensating time off. For purposes of this clause, overtime shall also include call-out time.

An employee may accumulate compensating time to be used in a bank to a maximum of 40 hours at any one time. Banked compensating time may be taken by the employee at such time or times as are mutually agreed by the employee and the Employer.

~~Banked overtime is to be paid at the employee's earned rate or taken by December 31<sup>st</sup> of the year involved.~~

Upon written request, an Employee may be permitted to carry over, at the Employee's earned rate, up to a maximum of forty (40) hours of banked time and shall use this time in the following year; or accumulated banked time may be paid, at the Employee's earned rate, by December 31<sup>st</sup>, or be taken by December 31<sup>st</sup> of the year involved. The maximum of 40 hours banked at any one time will still apply.

#### **7.04 Meal Allowance and Meal Break on Overtime**

An employee required to work more than two hours of overtime immediately following completion of the employee's shift, shall be paid a meal allowance of \$9, and shall be given a paid meal break of one-half hour (payable at the applicable overtime rate). An additional meal allowance and meal break shall be provided after each additional five hours of continuous overtime.

#### **7.05 Sharing Overtime and Call-Out Time**

Overtime and call-out time shall be divided equally wherever practical, among regular and temporary employees who normally perform the work.

#### **7.06 Meetings for Hot Springs Manager**

The Hot Springs Manager, when requested, shall attend meetings of Commissions or Boards involving their work, including those which are held outside their regular hours of work. In lieu of payment for overtime, for attending such meetings to an average of once per month and for a maximum of two hours per occasion, this Manager will be given an additional five days annual vacation leave per annum,

## **ARTICLE 8 - STATUTORY HOLIDAYS**

### **8.01 Eligibility**

A regular employee shall receive pay for all statutory holidays listed in Article 8.02, provided the employee worked the scheduled day prior to such statutory holiday and the scheduled day following such holiday, at the rate of pay received on the scheduled work day prior to such holiday.

An employee will be considered to have worked on the scheduled work day prior to or following a statutory holiday if the employee was on sick leave, vacation leave or other paid leave of absence approved by the Employer.

### **8.02 Days Listed**

The recognized Statutory Holidays shall be as follows:

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

or the days proclaimed under the law of British Columbia in their stead, and all special holidays that may be declared by the municipal, provincial or federal governments.

### **8.03 Statutory Holiday Pay - Regular Employee**

When a Statutory Holiday falls on a regular employee's scheduled work day, the Employer shall give the employee the **day off without** loss of pay.

When a Statutory Holiday falls on a regular employee's day of rest, the Employer shall give the employee a day off in lieu without loss of pay. This shall be either on the next scheduled work day of that employee or on another mutually acceptable day.

A regular employee who works on a Statutory Holiday:

- a. shall be given another day off in lieu without loss of pay on the first scheduled work day of that employee following the Statutory Holiday, or on another mutually acceptable day (or at the option of the employee will be paid the equivalent cash value of that day off but will not receive a day off in lieu)

and

- b. shall be paid for hours worked on the Statutory Holiday at the rate of one and one half times the employee's basic rate.

#### **8.04 Statutory Holiday Pay - Regular Part-time Employee**

In the case of a regular part-time employee, payment for a statutory holiday shall be calculated on the basis of one-tenth of the number of regular hours worked during the preceding pay period.

#### **8.05 Statutory Holiday Pay - Temporary Employees**

Casual and temporary employees shall be paid general holiday pay of four point **four percent** (4.4%) of regular pay on each pay cheque in lieu of being paid for any named Statutory Holidays as it occurs.

For a temporary employee:

when a statutory holiday is celebrated on a temporary employee's scheduled work day, the Employer shall give the employee that day off without pay. If the employee actual works on the day on which a statutory holiday is celebrated, the temporary employee shall be paid for hours actually worked at the rate of one and one half times (1.5X) the employee's basic rate.

#### **8.06 On Day of Vacation**

When a statutory holiday falls during an employee's vacation with pay and the employee would have been entitled to pay for such holiday not worked had the employee not been on vacation, the employee shall receive an additional day of vacation with pay in lieu thereof.

### **8.07 Days in Lieu**

When any of the above noted holidays fall on a Saturday or Sunday, and is not declared or proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding Monday is declared or proclaimed a holiday) or some other day(s) as mutually agreed by the Employer and the Union, shall be deemed to be the holiday for the purpose of this Agreement.

**ARTICLE 9 - VACATION LEAVE**

**9.01 Definition of Vacation Year**

'Vacation year' is based on the employee's anniversary of commencement on probation.

**9.02 Vacation Leave Entitlement - Regular Employees**

A regular full time employee shall earn annual vacation leave each year, which shall be taken with pay as provided later in this Article, in the year in which the vacation is being earned.

<u>Vacation Year in which earned</u>	<u>Entitlement with pay in vacation year</u>
For 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> & 4 <sup>th</sup> year	15 days
For 5 <sup>th</sup>	16 days
For 6 <sup>th</sup>	17 days
For 7 <sup>th</sup>	18 days
For 8 <sup>th</sup>	19 days
For 9 <sup>th</sup>	20 days
For 10 <sup>th</sup>	21 days
For 11 <sup>th</sup>	22 days
For 12 <sup>th</sup>	23 days
For 13 <sup>th</sup>	24 days
For 14 <sup>th</sup>	25 days
For 15 <sup>th</sup>	26 days
For 16 <sup>th</sup>	27 days
For 17 <sup>th</sup>	28 days
For 18 <sup>th</sup>	29 days
For 19 <sup>th</sup> and each year thereafter	30 days

For any regular employee hired after July 31<sup>st</sup>, 1998:

<u>Vacation Year in which earned</u>	<u>Entitlement with pay in vacation year</u>
--------------------------------------	--

For years 1 - 8	15 days
For years 9 - 13	20 days
For years 14 - 18	25 days
For years 19 - on	30 days

A regular part-time employee is entitled to earn and take annual vacation leave on a pro-rata basis in accord with the above.

The annual vacation leave earned in any full year, pursuant to the schedule above, shall be reduced by 1/12 for each month in which the employee is not paid for at least 10 days by the Employer. Days paid by the Employer where the Employer is reimbursed by the Union, shall be considered as days on which the employee has been paid.

### **9.03 Banking of Vacation Leave**

Upon written request to the Employer by November 1<sup>st</sup>, an employee entitled to take annual vacation leave in a year, may be permitted to bank up to a maximum of five days of annual vacation leave and shall use this banked annual vacation leave in the following year.

### **9.04 Vacation Leave Schedules**

- a) Vacation leave for outside employees will be taken in minimum blocks of five (5) days unless entitlement remaining is less than five days. Vacation leave when practical will be granted for the period requested by the employee, but in all cases the commencement date shall be at the convenience of the Employer. Vacation requests will be accepted at any time during the year, however, requests made prior to February 28<sup>th</sup> will be given preference over those received at a later date. Where a conflict arises over requests for vacation leave submitted by two or more employees on or before the February 28<sup>th</sup> deadline, and the conflict cannot otherwise be resolved, seniority shall govern. Employees will be notified within one month of making their requests as to whether or not the vacation time has been granted. At the employee's discretion the vacation periods set out in this Article may be split.

Vacation times for inside employees will be granted in shorter time frames, if so requested.

Under unusual circumstances, annual vacation leave may be granted for up to five days, provided as much notice as possible has been given to the

Employer by the employee. The employer will respond to such requests within 24 hours.

An employee shall not be entitled to take vacation time during the employee's probationary period.

- (b) Except in cases of emergency, requests for banked time off or vacation time off must be submitted to the applicable manager at least one (1) week in advance of the date(s) requested.

### ***9.05 Annual Vacation Pay - Regular Employees***

An employee shall continue to be paid on normal pay days while on vacation, or on the day before commencing vacation if the employee so requests at least three office days prior.

Pay for vacation leave shall be calculated on the hourly rate for the employee's normal classification (exclusive of all differentials and premiums) that the employee would receive during the period of absence if not on vacation leave.

On separation from employment with the Village, the employee will be paid for any vacation time to which the employee is entitled and which has not been taken. Should any employee, on separation from the Employer, have taken vacation prior to it being earned, the amount of vacation pay that was overpaid, will be deducted from the employee's final cheque.

### ***9.06 Vacation Pay - Casuals and Temporaries***

A casual and a temporary employee shall be paid vacation pay of 4% on each pay cheque.

### ***9.07 Illness During Vacation Leave***

An employee on vacation leave who is ill, may have such days restored to vacation leave credit and take them at another mutually agreed time, provided sick leave credits are available and used. Proof will be required, in the form of a certificate from a medical practitioner stating the employee would have been unable to work as a result of the illness or non compensable accident.

## **9.08 Recognition of Certain Absences**

The following shall be considered as time worked in calculating an employee's years of service for the purpose of determining 'Vacation Year in Which Earned' under this Article:

- a. time lost due to an accident for which compensation is being paid by the Workers Compensation Board
- b. the period while receiving weekly indemnity benefits
- c. while on Leave of Absence in accord with the Article 'Leaves of Absence' in this Agreement
- d. while on layoff with recall rights.

## **ARTICLE 10 - EMPLOYEE BENEFITS**

### **10.01      General**

All benefits plans coverages, terms, conditions and specific eligibility requirements shall be governed by the actual terms and conditions of the benefits plans as amended from time to time. Any descriptions in this Agreement are provided for the purpose of general information.

### **10.02      Superannuation**

All eligible full-time employees will participate in the pension plan established pursuant to the Pension (Municipal) Act, and all eligible part-time employees shall be recommended to participate and can choose to participate, commencing at the beginning of the month following successful completion of probation.

### **10.03      Medical Plan**

Medical Services Plan of B.C.

Coverage is provided for regular employees who work 17 ½ hours per week or more

Employer pays 100% of premiums

Coverage begins at the beginning of the month following the month in which the employee successfully completes probation

Participation is voluntary

### **10.04      Extended Health Benefits Plan**

Plan covers 80% of eligible expenses after a deductible of \$25 per year

Lifetime reimbursement of \$500,000 per insured person

Vision care provides reimbursement of up to \$250 in a two-year period and eye examinations at one hundred dollars (\$100.00) per person every two (2) calendar years.

Coverage is provided for regular employees who work 17 ½ hours per week or more

Employer pays 100% of premiums

Coverage begins at the beginning of the month following the month in which the employee successfully completes probation

Participation is a condition of employment (if not covered elsewhere)

### **10.05      *Dental Insurance Plan***

Plan covers 80% of basic services

50% of major treatment (ie crowns, bridges, dentures)

60% of orthodontic services up to a maximum reimbursement of \$3,000 per dependent

Coverage is provided for regular employees who work 17 ½ hours per week or more

Employer pays 100% of premiums

Coverage begins at the beginning of the month following the month in which the employee successfully completes probation

Participation is a condition of employment if not covered elsewhere)

### **10.06      *Group Life Insurance and AD&D Plans***

Plan provides life insurance coverage of two times annual salary, rounded to next multiple of \$1,000 to a maximum of \$250,000 with amounts over \$100,000 requiring evidence of employee's good health

Plan provides AD&D coverage in amount equal to life insurance

Plan provides that the coverage (Group Life and AD&D) not in excess of \$100,000 will reduce by 50% at age 65

Coverage is provided for regular employees who work 17 ½ hours per week or more

Employer pays 100% of premiums

Coverage begins at the beginning of the month following the month in which the employee successfully completes probation

Participation is a condition of employment

### **10.07      *Weekly Indemnity Plan***

Plan has benefit formula of 66 2/3% of weekly earnings, to a maximum of \$1000 per week

Plan has waiting period of 3 days in case of sickness and no waiting period in case of hospitalization or accident

Plan has benefit period of 26 weeks

Coverage is provided for regular employees who work 17 ½ hours per week or more

Employer pays 100% of premiums

Coverage begins at the beginning of the month following the month in which the employee successfully completes probation

Participation is a condition of employment

### **10.08      *Employee and Family Assistance Program***

Coverage is provided for regular employees who work 17 ½ hours per week or more

Employer pays 85% of premiums and employee pays 15% of premiums

Coverage begins at the beginning of the month following the month in which the employee successfully completes probation

Participation is a condition of employment

### **~~10.09~~ *UIG Rebate***

~~Any amount payable to an employee as a result of a rebate of UIC premiums shall be applied to help meet the costs of the Employer's share of premiums for benefits in this Article.~~

### **10.1009 Premiums While on Leave**

Except as provided elsewhere in this Agreement, coverages for fringe benefits cease if the absence without pay is for more than one complete calendar month. Where appropriate, such coverage can be maintained upon payment in advance of the full premiums by the employee.

An employee shall be continued on the applicable benefits and on the applicable sharing basis, provided the employee's share of the premiums is paid in advance by the employee, while on Maternity Leave; on Parental Leave; or for a maximum of one year while on leave of absence because of illness or injury (including sick leave and leave while collecting Workers' Compensation benefits).

Instead of paying in advance, by mutual agreement in writing of the employee and Employer made in advance:

- (a). the Employer shall pay the full premiums, which shall be considered to be an advance to the employee
- (b).
  - (i). the employee shall repay the advance to the Employer, upon return to work, over a period no longer than the absence.
  - (ii). if active employment ends, the entire balance outstanding shall be paid to the Employer by the employee immediately

### **10.101 Premiums While on Layoff**

Subject to carrier approval, an employee on layoff shall have the right to continue to participate in the Superannuation, Medical Plan, Extended Health Benefits Plan, Dental Plan, Group Life and AD&D Plans, EFAP Plan, as provided in this Agreement. For the calendar month in which the layoff takes effect, benefit premium costs shall be paid or shared as provided in this Agreement.



## **ARTICLE 11 - SICK LEAVE**

### **11.01      *Amount Without Loss of Pay***

A regular employee who is unable to work because of illness or non-compensable accident, may be granted Leave of Absence.

Such an employee who is in receipt of pay throughout a calendar year is entitled to receive such leave without loss of pay for up to nine days in that calendar year. An employee who is in receipt of pay for less than a full calendar year is entitled to receive such leave without loss of pay to a maximum number of days based on three-quarters of a day of leave for each calendar month. The days of leave without loss of pay for a calendar year shall be advanced to an employee and if any such days advanced are not earned they are recoverable by the employer.

Employees will be allowed to carry over unused sick leave to the next year to a maximum of 18 days at any one time. No employee will be allowed to take more than 18 sick days with pay in one calendar year.

Sick Leave without loss of pay will only be granted for days for which the employee is not eligible for weekly indemnity benefits.

### **11.02      *Calculation***

Pay for sick leave shall be calculated on the hourly rate for the employee's normal classification (exclusive of all differentials and premiums) that the employee would have received if not on sick leave.

### **11.03      *Notification***

An employee who will be absent because of illness or accident shall make every reasonable effort to notify the immediate supervisor prior to the start of the shift.

### **11.04      *Medical Certificates***

If requested by the Employer, an employee who is absent for more than three consecutive days of sick leave shall provide a doctor's certificate confirming the

employee's inability to work because of illness or disability, or the employee's fitness to work.

Where during any calendar year an employee has been granted a total of nine days of sick leave covering periods of one day or less, the Employer may require that a doctor's certificate be submitted in support of any application for further sick leave during that calendar year. When a doctor's certificate is required in such circumstances by the Employer, and the employee fails or refuses to submit such a certificate, the period of absence shall be taken as vacation leave, banked overtime or leave without pay.

Where it is apparent that there is a pattern of absence on sick leave, the Employer may request that the employee undergo an independent medical examination at the expense of the Employer, or that further medical evidence be furnished to substantiate any period of absence claimed to be due to illness.

### **11.05      *Appointments***

When it is necessary to schedule medical or dental appointments during an employee's normal working hours, the time required to attend such appointments may be taken as sick leave subject to all other provisions of this Article.

### **11.06      *Misrepresentation***

If an employee is found to have willfully misrepresented a claim of illness, the employee shall immediately refund to the Employer all applicable sick leave pay. The refund of sick leave pay shall not prejudice the right of the Employer to take such disciplinary or other action as maybe appropriate in the circumstances.

## **ARTICLE 12 - SAFETY**

### **12.01 General**

The Union and the Employer shall cooperate in continuing and perfecting the occupational health and safety measures now in effect, and both Parties agree to enforce all laws and regulations relating to accident prevention measures which are applicable to the operation of the Employer.

### **12.02 Safety Committee**

A Safety Committee shall be established, composed of two members representing the Union and two members representing the Employer.

### **12.03 Committee Meetings and Minutes**

The Safety Committee shall meet monthly at the call of the Chair of the Committee and shall discuss, recommend and record all action necessary to improve hazardous conditions at the work place.

Minutes of all Safety Committee meetings shall be kept and copies shall be sent to the Employer and to the Union and shall be posted on the bulletin boards.

Time spent by members of the committee in the course of their duties as members of the Committee shall not result in the loss of pay.

### **12.04 Safety Equipment / Protective Clothing**

All employees shall be supplied with all necessary safety tools and equipment as required. The Employer will supply safety gloves, safety goggles and hard hats as required. The Employer will provide coveralls to those employees working outside including garage and treatment plant operators, and shall be responsible for the cost of cleaning, repair and replacement of the coveralls provided. Such coveralls shall remain the property of the Employer.

Each ~~regular~~permanent employee in the Arena/Parks and Public Works department will be reimbursed, ~~by the Village to a maximum of One Hundred and Twenty Five (\$125.00) dollars, for the cost of a pair of safety boots each year upon submission of proof of purchase. on the first pay period of December,~~ \$125 safety boot allowance. Safety boots will be supplied to Hot Springs

regular employees as required. Boots will remain at the Hot Springs and will be the property of the Village.

## **12.05      *Unsafe Work***

Employees have the right to refuse unsafe work with no disciplinary action against them in accordance with the Workers Compensation Board Regulations.

## **ARTICLE 13 - DISCIPLINE AND DISCHARGE**

### **13.01      *Notice in Writing***

The Employer shall notify the Union in writing of all dismissals, suspensions and written warnings immediately the action is taken.

### **13.02      *Grievance Involving Discharge, Discipline***

A grievance involving a matter related to discharge or discipline may be initiated at Step 2 of the Grievance Procedure.

### **13.03      *Steward in Attendance***

An employee shall have the right to have a shop steward or Union representative present at any discussion with a supervisor concerning disciplinary action in relation to that employee. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance, of the purpose of the interview, so that the employee may contact a shop steward or Union representative to be present at the interview.

### **13.04      *Personnel Records***

An employee has the right to have access to and review that employee's personnel file, upon giving reasonable notice to the Employer. The employee shall be permitted to make copies of documents contained in it. The employee shall have the right to respond in writing to any document contained therein, such a reply shall be attached to the document involved and shall become part of the permanent record.

## **ARTICLE 14 - GRIEVANCE PROCEDURE**

### **14.01      *Definition***

Any difference arising between the Employer and the Union relating to the dismissal or discipline of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including a question as to whether a matter is arbitrable, shall be resolved, without stoppage of work, in accord with this Article, in order to provide an orderly and speedy procedure to settle a difference.

### **14.02      Step 1:**

Within ten days of the occurrence of the incident giving rise to the grievance, or within ten days of the time that the grievor should have reasonably known of such incident, the employee concerned shall endeavour to settle the matter with the immediate excluded supervisor. If the employee so wishes, the employee may be accompanied by a steward or union grievance committee member. Failing to reach a satisfactory settlement of the dispute within four days after submission, the dispute may be referred to Step 2 within ten days of the submission at Step 1.

### **14.03      *Step 2:***

The employee concerned, with a steward or union officer in attendance, shall meet with the immediate excluded supervisor and shall submit the grievance in writing. The written grievance shall indicate the alleged breach of the Agreement and the proposed resolution. Failing to reach a satisfactory settlement of the dispute within three days after submission at Step 2, the dispute may be submitted to Step 3 within 14 days of the submission at Step 2.

### **14.04      Step 3:**

The employee concerned, with a steward or union officer in attendance, shall meet with the Chief Administrative Officer. Failing to reach a satisfactory settlement of the dispute within seven days after submission at Step 3, the dispute may be referred to Arbitration within 30 days of the submission at Step 3. The reply to the grievance shall be in writing.

#### **14.05      *Time Limits***

The time limits may be extended by mutual agreement of the Parties, in writing, at all stages.

#### **14.06      *Policy Grievance***

Where a dispute involves a matter of general application or interpretation, the Union or the Employer may initiate a policy grievance and may agree to bypass Steps 1 and 2.

#### **14.07      *Investigator - Section 103 Included***

If a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the collective agreement, Kenneth Albertini or Vince Ready, or a substitute agreed to by the parties, shall at the request of either party:

- a.    investigate the difference
- b.    define the issue in the difference, and
- c.    make written recommendations to resolve the difference,

within 30 days of the date of receipt of the request, and for those 30 days from that date, time does not run in respect of the grievance procedure.

Each party to this Agreement shall bear one third of the cost incurred for payment of reasonable remuneration, travelling and out of pocket expenses of the person named or the substitute, with the Minister of Finance paying one third.

## **ARTICLE 15 - GRIEVANCE ARBITRATION**

### **15.01      *Submission, Creation of Board***

The Board of Arbitration shall consist of three members: one to be selected by the Employer, one to be selected by the Union and a third mutually acceptable person who shall act as Chairman, to be chose by the two persons thus selected.

In the event that the Employer and the Union are unable to agree upon the selection of the third member of the board, the Director of the Collective Agreement Arbitration Bureau shall be requested to appoint such member.

### **15.02 *Submission to Single Arbitrator***

When a submission to Arbitration has been made, the parties may agree within ten days of the submission to submit the matter to an Arbitration Board composed of a single arbitrator. In such a case the parties will choose the arbitrator. If they cannot agree, either party may request the Director of the Collective Agreement Arbitration Bureau to make the appointment.

### **15.03      *Act Governs***

The provisions of the Labour Relations Code with respect to grievance arbitration shall apply.

### **15.04      *Decision***

The decision of the Board of Arbitration with respect to an interpretation or alleged violation of this Agreement shall be final and binding upon the Parties, but in no event shall the board have the power to alter, modify, or amend the Agreement in any respect

### **15.05      *Expenses of Arbitration***

Each party shall bear the fees and expenses of the arbitrator appointed by such party and shall pay one half of the fees and expenses of the chair of the Arbitration Board.

## **15.06      *Time Limits***

The time limits may be extended by mutual agreement of the Parties and in writing.

## **ARTICLE 16 - STAFFING AND STAFF CHANGES**

### **16.01      *Job Postings***

When a vacancy occurs or a new position is created in the bargaining unit, involving either a regular position or a temporary position expected to be for more than ~~six weeks~~ two months in duration, the Employer shall post notice of the position on appropriate bulletin boards for at least seven days, so that the employees will know about the vacancy.

### **16.02      *Information on Postings***

A posting shall contain the following information: Nature of the position; qualifications; required skills, knowledge and education; current shift; current hours of work and current hourly rate of pay.

### **16.03      *Selection***

The Village agrees that seniority shall determine in all cases of hirings, promotions, demotions or transfers provided that competency, efficiency, ability and qualifications of the applicants concerned are comparatively equal.

### **16.04      *Probation***

Every person hired as a regular employee is hired on probation.

The probation period shall be 60 days worked.

An employee on probation may be terminated at any time during the probation period, without notice, for just cause or when it is determined by the Employer that the employee has failed to meet an acceptable standard of performance or conduct. Any termination shall be subject to the grievance procedure.

### **16.05      *Trial***

If a regular employee is appointed to fill a position in another classification, the employee shall be placed on trial in the new position for a period of 60 days worked.

During the trial period, in the event the employee chooses to return to the employee's former position, or is judged to be unable to perform the duties of the new classification or to be unsuitable, the employee shall be returned to the employee's former position. However, if the trial period results from bumping, the employee shall be laid-off. Any other employee promoted or transferred as a result of the appointment shall also be returned to former position, and any employee who may have been hired shall be terminated with two weeks notice or pay in lieu.

### **16.06 Appointment Outside Unit**

No employee shall be appointed to a position outside the bargaining unit without the employee's consent. An employee appointed to a position outside the bargaining unit shall have the right to return or be returned to a position in the bargaining unit within 60 days worked of such appointment. In such a case the employee's seniority as at the date of the outside appointment shall be restored; and the period of time spent outside the bargaining unit shall not reduce the employee's vacation or sick leave entitlements. Any other employee promoted or transferred as a result of the appointment shall also be returned to former position, and any employees who may have been hired shall be terminated with two weeks notice or pay in lieu.

### **16.07 Union Notification of Staff Changes**

The Union shall be promptly notified in writing of all appointments, hirings, transfers, layoffs, recalls and terminations of employees.

### **16.08 Service Severance Pay**

The Parties agree to be bound by the provisions of Section 63 of the Employment Standards Act, with respect to service severance pay upon termination of employment. Termination shall be as defined in the Act; but shall not include voluntary resignation or retirement.

## **ARTICLE 17 - LAYOFF AND RECALL**

### **17.01      *Definition of Layoff***

A layoff is a temporary or indefinite and involuntary:

- a.    separation of an employee from employment, or
- b.    reduction of hours of work of an employee of 15% or more

### **17.02      *Role of Seniority on Layoff***

In the event of a layoff, employees shall be laid off in reverse order of seniority.

### **17.03      *Advance Notice of Layoff***

Except as otherwise provided in this Agreement, regular employees shall be given fourteen days written notice of layoff or pay in lieu of notice. Such notice shall include the effective date of layoff.

### **17.04 Bumping**

A regular employee who has received notice of layoff may bump any employee with less seniority. Any employee being bumped shall be given 10 days notice of layoff or pay in lieu. In order to bump, the employee must have the ability to perform the duties of the position to which bumping without further training and must possess any required certifications and/or licenses.

A regular employee who intends to exercise bumping rights under this Agreement shall notify the Employer to that effect, in writing, not later than five days after receiving notice of layoff.

An employee who bumps shall serve the trial period as provided elsewhere in this Collective Agreement.

### **17.05      *Recall Rights***

A regular employee who is laid off shall have recall-to-employment rights for twelve months from the effective date of the layoff. An employee who is recalled shall have period of layoff considered as if at work for seniority purposes.

An offer by the Employer of an appointment for casual work or temporary work does not affect the recall rights of the employee on layoff, whether the offer is accepted or not.

An employee whose recall rights have expired shall lose seniority and shall be considered separated from employment. If subsequently re-employed by the Employer, the person shall be deemed to be a new employee.

### **17.06      *Recall Procedure***

Employees who are on layoff, and who have recall rights, shall be recalled in the order of seniority, provided the persons involved have the skills, knowledge and abilities to do the jobs.

Notice of recall shall be given personally or by telephone by the Employer, and shall be confirmed by a letter delivered by hand or sent by certified mail to the employee's last known mailing address, not less than ten days prior to the proposed date of recall whenever possible. It is the responsibility of the employee with recall rights to keep the Employer informed in writing of the employee's current address and telephone number.

### **17.07      *Failure to Respond to Recall***

Where a laid off employee fails to return to employment within 10 days of being notified to do so, and the failure is not due to sickness or other just cause, the employee shall forfeit all recall rights and shall be deemed to be separated. For the purpose of this Article only, 'just cause' shall include the requirement to provide another employer with two weeks notice of termination.

### **17.08      *Grievances***

A grievance related to the matter of layoff, recall or bumping shall be initiated at Step 3 of the grievance procedure.

## **ARTICLE 18 - LEAVES OF ABSENCE**

### **18.01a) *Union Business Leave - Involving Grievances***

A steward of union officer who investigates and/or attempts to settle grievances, including attendance at grievance meetings with the Employer, when it is necessary to be away from the job may do so without loss of regular pay. In such cases, the permission from the immediate excluded supervisor for time off must first be obtained.

#### b) Union Business Leave - Meetings with Employer

The Employer agrees to grant time off without loss of pay to employees representing the Union to attend joint committee meetings with representatives of the Employer, or to attend other meetings with the Employer at the request of the Employer, provided the employee seeking the leave has given four hours notice (where practicable) to the immediate supervisor.

#### c) Union Business Leave - Collective Bargaining

A maximum of two employees shall be granted leave of absence without loss of pay to attend collective bargaining meetings between the Union and the Employer, if held during regular working hours.

### **18.02 *Union Business Leave - Officers, Members***

The Employer agrees to grant leave of absence without pay to Union officers or members, for the purposes of Union business including conventions and seminars, to a total maximum of 30 days per calendar year, provided:

- a. a maximum of two persons may be absent at the same time
- b. two weeks written notice has been given
- c. a suitable substitute can be obtained, if the Employer wishes to do so

### **18.03 *Union Business Leave - Administering Leaves Without Pay***

An employee granted Union Business Leave without pay pursuant to this Article shall continue to receive payment from the Employer as if the employee was not on leave. The Union shall reimburse the Employer for the pay plus 30% for benefit and other costs, for the leave period. The Employer shall invoice the Union and the Union shall make payment in full within 14 days of receipt of the invoice.

#### **18.04      *Full-time Union Position***

An employee who is selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without pay for a period up to two years. Such leave may be renewed on request during the period of leave. The employee or the Union shall pay the total premium costs of the employee's benefits plans for the period of the leave of absence. The employee shall not accrue seniority during such leave.

#### **18.05      *Bereavement Leave (Regular Employees)***

A regular employee shall be granted leave of absence, at the time of death or funeral, or immediately upon learning of the death, in the case of death of a parent, parent-in-law, spouse, common-law spouse, child, child-in-law, brother, sister, grandparent, grandchild.

Where the bereavement occurs beyond 250 kilometers from Nakusp, and the employee travels to and from the funeral, up to five (5) days leave without loss of pay shall be granted.

Otherwise, up to three (3) days leave without loss of pay shall be granted.

Additional leave of absence with or without pay may be granted as appropriate, at the discretion of the Clerk Treasurer.

#### **18.06      *Maternity Leave, Parental Leave (Regular and Temporary Employees)***

The Employer shall grant an employee maternity leave, without pay but with applicable benefits, in accordance with the Employment Standards Act. When an employee decides to return to work from maternity leave, she shall provide the Employer with at least two weeks notice.

The Employer shall grant an employee parental leave of absence, without pay, in accordance with the Employment Standards Act.

Upon returning to work from maternity leave and/or parental leave, the employee shall be assigned to the former position or an equivalent position, should the former position no longer exist.

### **18.07      *Birth and Adoption (Regular Employees)***

A regular employee shall be granted ~~three~~ one days of leave of absence, without loss of pay, to attend to parental responsibilities at the time of the birth of a child of the employee, or the time of arrival in the case of adoption.

### **18.08      *Jury Duty, Court Witness (Regular and Temporary Employees)***

The employer shall grant leave of absence to an employee, if the employee is not personally involved in the case, who is required by subpoena to serve as juror or witness in any court. The Employer shall pay such an employee the difference between normal earnings (excluding differentials and premiums) and the payment received for jury service or court witness, excluding payment for travelling, meals or other expenses. The Employee shall provide the Employer with proof of service and the amount received. Time spent by an employee, in his capacity as an employee, required to appear before any government body, or who is subpoenaed or is required to serve as a court witness in any matter arising out of his employment shall be considered as time worked at the appropriate rate of pay.

### **18.09      *General Leave***

The Employer may grant leave of absence without pay to any employee requesting such leave for good and sufficient reason, acceptable to the Employer. Requests for such leave shall be made in writing. An employee granted leave under this Clause, shall have the option of continuing benefits coverage by prepaying the entire cost of premiums on a monthly basis.

### **18.10      *Family Illness (Regular Employee)***

Provided the necessary sick leave credits are available, a regular employee will be granted leave without loss of pay charged to sick leave credits, to attend to urgent matters arising when a member of the employee's family is seriously ill and no other family member is available.

The Employer may request confirmation from a medical practitioner.

**18.11 Volunteer Fire Fighters/Search & Rescue Team (Regular Employees)**

A regular employee who acts as a volunteer fire fighter with the Village of Nakusp or as a member of Search & Rescue team, shall be given leave of absence without loss of pay, provided the employee is not required on the job at the time, and there is an emergency situation requiring the employee's services during regular working hours. Such an employee shall not receive remuneration from any other source for the period while being paid by the Employer, and no other payments will be made by the Employer to a volunteers' fund or to the individual for those hours when the employee qualifies under this provision.

## **ARTICLE 19 - CLASSIFICATION AND RECLASSIFICATION**

### **19.01      *Classifications and Specifications***

The Employer and the Union agree Descriptions shall be established for each classification in the bargaining unit. The Employer shall prepare the Descriptions. A copy of each, and any changes made thereto from time to time, shall be provided to the Union. The Descriptions will not be finalized until the Employer and the Union have discussed the contents if the Union, within 30 days of receipt of the Descriptions wishes to do so.

In the event the Employer establishes any new classifications in the bargaining unit, or if a substantial change is made to any existing Descriptions, the Descriptions and the rate for the classification will be established by the Employer. The Union will be provided with a copy of the Description and with the rate applicable. The position can be filled following normal procedures. If the Union objects to the new rate in writing, within 30 days, the Parties will meet to negotiate the rate. If the Parties cannot agree on the rate, the rate will be determined by a one person arbitration board established as provided in the Grievance Procedure Article in this Agreement. The issue of whether the change is substantial is grievable within the 30 day period.

### **19.02      *Reclassification***

If an employee believes that as a result of changes in duties, the employee no longer falls within the employee's classification, the employee, through the Union, may apply for reclassification to another or to a new classification. The application will be considered by the Employer and a written response given within 30 days, and if the employee is not satisfied with the result, the Union may process the matter at Step 3 of the grievance procedure. Should no settlement be reached, the arbitration step may be utilized with a one person arbitration board. The arbitrator, in such a case, is limited to determining which of the existing classifications is appropriate, or requiring the Employer to establish a new one which is appropriate. The reclassification and a rate of pay shall be retroactive to the date the employee first applied for the successful reclassification.

### **19.03      *Elimination of Classification***

An existing classification, for which the Union is bargaining agent, shall not be eliminated without prior agreement with the Union.

## **ARTICLE 20 - LABOUR-MANAGEMENT CONSULTATIVE COMMITTEE AND ADJUSTMENT PLANS**

### **20.01      *Composition of Committee***

A Labour/Management Consultative Committee shall be established consisting of two representatives of the Union and two representatives of the Employer.

### **20.02      *Functions of Committee***

The Committee shall concern itself with discussing issues relating to the workplace that affect the Parties or any employee bound by this Agreement, with problems and potential problems involving the Parties, but not with grievances, and shall have the power only to make recommendations to the Union and the Employer.

### **20.03      *Committee Meetings***

Meetings shall be held at least every business quarter (4X per year) at mutually agreeable times. If possible, times for the four (4) yearly meetings shall be scheduled before the end of January each year so that the times for these meetings is established well in advance. Additional meetings may be called by mutual agreement of the parties.

### **20.04      *Adjustment Plans***

The Parties agree to be bound by the provisions of Section 54 of the Labour Relations Code.

If the proposed change affects the terms, conditions or security of employment of more than one employee, notice on ninety days will be given to the Union.

Notwithstanding any other provision of this Agreement, any employee laid off two months or more prior to the proposed introduction of a change described in Section 54 of the Code shall be deemed not to be affected by the change, and therefore shall not be eligible for any benefit as a result of this Article.

## **ARTICLE 21 - GENERAL**

### **21.01      *No Discrimination; No Sexual Harassment***

The Parties agree there shall be no discrimination with respect to any employee, as provided in the Human Rights Act of B.C., or by reason of membership or activity in a trade union.

The Employer and the Union do not condone sexual harassment. Any complaint or allegation of sexual harassment at the workplace not satisfactorily resolved shall be dealt with by the parties through the grievance procedure.

Sexual harassment is defined as any repeated and unwarranted sexual comments, looks, suggestions or physical contact that create an uncomfortable working environment for an employee or threatens the employee's job or chance for promotion.

Sexual harassment shall be treated as a serious offense of sex discrimination and can result in a whole range of disciplinary sanctions, up to and including discharge.

A grievance involving a matter in this Section shall be initiated at Step 3 of the Grievance Procedure.

### **21.02 *No Strikes or Lockouts***

During the term of this Agreement, and in accordance with the Labour Relations Code, there shall be no strikes by the Union and there shall be no lockouts by the Employer.

### **21.03      *Education and Upgrading***

If an employee attends education or upgrading courses related to employment at the request of the Employer, the Employer shall cover fees and costs incurred on a pre-approved basis, and the employee shall suffer no loss of pay. Employees requested to take designated courses and/or examinations shall receive travel expenses (transportation, food and lodging) in accordance with current Employer policy.

If the employee attends a course or takes an examination not requested by the Employer under the previous paragraph, with the advance approval of the Employer, the Employer may reimburse the employee for some or all fees and expenses any may grant leave of absence without pay or without loss of pay.

#### **21.04      *Changes in Agreement***

Any changes deemed necessary in this Agreement may be made by mutual agreement of the Parties, at any time during the term of this Agreement. Such changes shall be made in a Letter of Agreement signed by the Union and the Employer.

#### **21.05      *Preparation, Printing and Distribution of Agreement***

The Union shall prepare and have this Agreement printed, as quickly as practical. A copy shall be given to each employee and to each new employee when hired. The parties shall mutually agree on the cost of printing prior to printing, which costs shall be shared equally by the Union and the Employer.

#### **21.06      *Correspondence***

All correspondence from the Employer to the Union shall be addressed to the President of Local 2450 and shall be hand delivered to an Officer of the Local, or mailed to the Local at its postal address.

All correspondence from the Union to the Employer shall be addressed to the Chief Administrative Officer; and shall be hand delivered to the Chief Administrative Officer or Deputy Clerk, or mailed to the Employer at its postal address.

#### **21.07      *Complementary Terms***

Where the context so requires, wherever the masculine is used in this Agreement it shall be read as if the feminine was expressed and vice versa; wherever the singular is used it shall be read as if the plural was expressed and vice versa.

#### **21.08      *Copies of Council Agendas, Minutes***

A copy of the Agenda (outline) for public meetings of the Village Council will be sent to the Union when sent to members of Council. A copy of the minutes of public meetings of the Village Council shall be sent to the Union following adoption.

## **21.09      *Indemnification***

- (a) The Employer shall indemnify and save harmless each employee from and against any damages and costs awarded against the employee in a civil proceeding arising out of any act or omission of the employee in the course of performing his/her duties, including any duty imposed by statute. This indemnity includes any amount which must be paid to settle any civil proceeding and includes any expenses necessarily and reasonably incurred by the employee for the purposes of the proceeding or its settlement.
- (b) The indemnity given under subsection (a) above does not apply (i) if the employee has been found in the civil proceeding to have acted fraudulently, acted dishonestly, acted maliciously, to have willfully misconducted himself/herself, or to have been grossly negligent, or (ii) if the cause of action is libel or slander.
- (c) The Employer may in its sole discretion assume conduct of any proceeding to which this indemnity applies by giving notice to the employee. If the Employer assumes conduct of a proceeding, it may appoint counsel of its choice and may conduct the proceeding as the Employer considers desirable. The employee must cooperate with the Employer and do everything reasonably required by the Employer in the conduct of the proceeding.

**ARTICLE 22 - TERMS OF AGREEMENT**

**22.01      *Duration and Renewal***

This Agreement shall be binding and remain in effect from August 1<sup>st</sup>, ~~2004~~1998 to and including July 31, 2007~~4~~. It shall not terminate but continue in effect from year to year thereafter unless either Party, at any time within four months immediately preceding the expiry of this Agreement, by written notice requires the other Party to commence collective bargaining. If such notice is given, all terms and conditions remain in effect until a new Agreement is ratified.

**22.02      *Section 50(2) and 50(3) Excluded***

The Parties agree that the operation of Section 50(2) and 50(3) of the Labour Relations Code is hereby specifically excluded.

SIGNED BY THE RESPECTIVE OFFICERS AND EMPLOYEES THIS \_\_\_\_\_ ~~2<sup>nd</sup>~~ DAY OF \_\_\_\_\_, 2005-~~SEPTEMBER, 1999~~.

FOR:

The Village of Nakusp

Canadian Union of Public Employees,  
Local 2450

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## SCHEDULE A

CLASSIFICATION	Aug 1/04 (\$0.40)		Jan 1/05 (\$0.50)		Aug 1/05 (\$0.40)		Aug 1/06 (\$0.40)	
	Casual/ Probationary/ Temporary	Regular in Classification	Casual/ Probationary/ Temporary	Regular in Classification	Casual/ Probationary/ Temporary	Regular in Classification	Casual/ Probationary/ Temporary	Regular in Classification
Arena/Parks Foreman	\$18.72	\$23.29	\$19.22	\$23.79	\$19.62	\$24.19	\$20.02	\$24.59
Arena/Parks Operator	\$17.72	\$21.20			\$18.12	\$21.60	\$18.52	\$22.00
Arena/Parks Facilities Attendant	\$13.79	\$17.10			\$14.19	\$17.50	\$14.59	\$17.90
Public Works Foreman		\$24.45		\$24.95		\$25.35		\$25.75
Public Works Utility/Equipment Operator	\$17.84	\$22.36			\$18.24	\$22.76	\$18.64	\$23.16
Hot Springs Manager	\$21.69	\$25.49			\$22.09	\$25.89	\$22.49	\$26.29
Hot Springs Assistant Manager	\$16.37	\$19.17			\$16.77	\$19.57	\$17.17	\$19.97
Hot Springs Attendant	\$13.79	\$17.10			\$14.19	\$17.50	\$14.59	\$17.90
Administrative Assistant (inside employee)		\$22.36				\$22.76		\$23.16
Office Assistant (inside employee)	\$14.20	\$17.53			\$14.60	\$17.93	\$15.00	\$18.33
Student**	\$9.56				\$9.76		\$9.96	

\*\*Note: Student rate will only receive one half of the general wage increases set out above.

### LEADHAND

When an employee is designated and is acting as Leadhand (with responsibility for supervision of one or more other employee), the employee shall be paid \$0.35 per hour above the Leadhand's basic rate or above the basic rate of the highest paid employee being supervised by the Leadhand, whichever is the greater.

SCHEDULE "A" — Page 1 of 3

Effective August 1<sup>st</sup>, 1998

<u>Classification</u>	<u>Casual/Probationary/ Temporary</u>	<u>Regular in Classification</u>
<del>Facilities Attendant (Arena/Parks)</del>	<del>\$13.00</del>	<del>\$15.50</del>
<del>Hot Springs Attendant</del>	<del>\$13.00</del>	<del>\$15.50</del>
<del>Arena/Parks Operator</del>	<del>\$16.66</del>	<del>\$19.16</del>
<del>Utility/Equipment Operator</del>	<del>\$16.66</del>	<del>\$19.16</del>
<del>Arena/Parks Foreman</del>	<del>\$17.66</del>	<del>\$20.16</del>
<del>Hot Springs Manager</del>	<del>\$20.66</del>	<del>\$22.66</del>
<del>Hot Springs Assistant Manager</del>	<del>\$15.50</del>	<del>\$17.50</del>
<del>*</del>		
<del>Office Assistant</del>	<del>\$13.25</del>	<del>\$15.75</del>
<del>Student</del>	<del>\$9.00</del>	

~~Leadhand: When an employee is designated and is acting as Leadhand (with responsibility for supervision of one or more other employees), the employee shall be paid \$0.35 per hour above the Leadhand's basic rate or above the basic rate of the highest paid employee being supervised by the Leadhand, whichever is the greater.~~

~~\* Effective on the date of ratification of Agreement~~



SCHEDULE "A" page 2 of 3

Effective August 1<sup>st</sup>, 1999

<u>Classification</u>	<u>Casual/Probationary/ Temporary</u>	<u>Regular in Classification</u>
<del>Facilities Attendant (Arena/Parks)</del>	<del>\$13.13</del>	<del>\$15.66</del>
<del>Hot Springs Attendant</del>	<del>\$13.13</del>	<del>\$15.66</del>
<del>Arena/Parks Operator</del>	<del>\$16.98</del>	<del>\$19.50</del>
<del>Utility/Equipment Operator</del>	<del>\$17.10</del>	<del>\$19.60</del>
<del>Arena/Parks Foreman</del>	<del>\$17.98</del>	<del>\$20.50</del>
<del>Hot Springs Manager</del>	<del>\$20.87</del>	<del>\$22.89</del>
<del>Hot Springs Assistant Manager</del>	<del>\$15.66</del>	<del>\$17.60</del>
<del>Office Assistant</del>	<del>\$13.53</del>	<del>\$16.06</del>
<del>Student</del>	<del>\$9.09</del>	

~~Leadhand: When an employee is designated and is acting as Leadhand (with responsibility for supervision of one or more other employees), the employee shall be paid \$0.35 per hour above the Leadhand's basic rate or above the basic rate of the highest paid employee being supervised by the Leadhand, whichever is the greater.~~



~~SCHEDULE "A" page 3 of 3~~

~~Effective August 1<sup>st</sup>, 2000~~

<u>Classification</u>	<u>Casual/Probationary/ Temporary</u>	<u>Regular in Classification</u>
<del>Facilities Attendant (Arena/Parks)</del>	<del>\$13.39</del>	<del>\$15.97</del>
<del>Hot Springs Attendant</del>	<del>\$13.39</del>	<del>\$15.97</del>
<del>Arena/Parks Operator</del>	<del>\$17.32</del>	<del>\$19.89</del>
<del>Utility/Equipment Operator</del>	<del>\$17.44</del>	<del>\$19.99</del>
<del>Arena/Parks Foreman</del>	<del>\$18.32</del>	<del>\$20.89</del>
<del>Hot Springs Manager</del>	<del>\$21.29</del>	<del>\$23.35</del>
<del>Hot Springs Assistant Manager</del>	<del>\$15.97</del>	<del>\$17.95</del>
<del>Office Assistant</del>	<del>\$13.80</del>	<del>\$16.38</del>
<del>Student</del>	<del>\$9.27</del>	

~~Leadhand: When an employee is designated and is acting as Leadhand (with responsibility for supervision of one or more other employees), the employee shall be paid \$0.35 per hour above the Leadhand's basic rate or above the basic rate of the highest paid employee being supervised by the Leadhand, whichever is the greater.~~

~~SCHEDULE "B"~~

~~LETTER OF UNDERSTANDING~~

~~The Village of Nakusp and C.U.P.E. Local 2450 hereby agree as follows:~~

- ~~1. The part-time Office Assistant position originally filled by Shelley Buxton became a job-shared position after the position was upgraded to full-time.~~
- ~~2. The aforementioned position has been shared on a rotating "five-day on/five-day off" basis or as otherwise agreed between management and the employees involved.~~
- ~~3. In the event that circumstances dictate or arise that it is no longer convenient or feasible to continue this arrangement, either by management or the employees involved, this arrangement can be terminated upon ten (10) days written notice and the position shall revert back to a non-job-shared position, subject to the job-posting requirements noted in the Collective Agreement in place at the time of the termination.~~
- ~~4. All applicable benefits provided for in the Collective Agreement shall apply.~~
- ~~5. This arrangement shall automatically terminate upon the expiration of the current Collective Agreement dated 1 August 98 – 31 July 2001 between the Village of Nakusp and C.U.P.E. Local 2450, unless otherwise agreed upon by both parties.~~

~~For C.U.P.E. Local 2450~~

~~For the Village of Nakusp~~

~~"Originals signed"~~

~~"Originals signed"~~

~~Mike Pedersen, Public Works~~

~~Mayor Rosemarie Johnson~~

~~Jason Chernoff, Arena Parks~~

~~Martin Buckley, C.A.O.~~

~~Alice McKee, C.U.P.E.~~

~~15 July 99~~

~~Village File # 2670.20~~

~~LETTER OF UNDERSTANDING~~

~~BETWEEN~~

~~VILLAGE OF NAKUSP~~

~~(hereinafter referred to as "the Village")~~

~~AND~~

~~THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2450~~

~~(hereinafter referred to as "C.U.P.E.")~~

~~The Village will be promoting the present Deputy Clerk, Esther Ewings, to the Chief Administrative Officer position, upon the departure of the present C.A.O., before the end of the calendar year 1999. A one year trial period will be in place, for Ms. Ewings; during which time either the Village or Ms. Ewings may choose to revert to the previous arrangement/position, whereby Ms. Ewings returns to the Deputy Clerk role.~~

~~It is therefore agreed between the two parties that, during the period commencing December 1<sup>st</sup>, 1999 and ending no later than November 30<sup>th</sup>, 2000, the Village shall have a second Office Assistant position available as a temporary position, in lieu of the Village's regular Deputy Clerk position. It is recognized that, if there is a decision to return Ms. Ewings to the Deputy Clerk role, the second Office Assistant position will be eliminated; and the Deputy Clerk will re-assume the traditional responsibilities undertaken in the past. It is further recognized that, should the trial period be completed satisfactorily and both the Village and Ms. Ewings be prepared to continue the arrangement, the second Office Assistant position will become a permanent full time position, with the temporary employee being given right of first refusal on accepting the posting.~~

~~The second Office Assistant position will be responsible for the work as per the attached Classification Specification. The regular pay rate for the Office Assistant shall apply, following the probation period. It is also recognized that this position will be required to be a member of C.U.P.E.; but, should Ms. Ewings return to the Deputy Clerk function, it is agreed that the Deputy Clerk function will not be a C.U.P.E. position.~~

~~DATED THIS 15<sup>th</sup> Day of July, 1999.~~

~~FOR THE VILLAGE:~~

~~FOR C.U.P.E.:~~

~~"Originals signed"~~

~~"Originals signed"~~

~~Rosemarie Johnson, Mayor~~

~~Frances M. Brown, C.U.P.E.~~

Martin Buckley, C.A.O.

Alice McKee, C.U.P.E.

**LETTER OF UNDERSTANDING #1**

**between**

**THE VILLAGE OF NAKUSP**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 2450**

***RE: Benefit Review Committee***

The parties shall form a committee comprising up to two (2) members appointed by each side to review the provisions of articles 10 and 11. This committee is required to make decisions on the basis of consensus. It shall have a mandate to make recommendations to the Employer and the Union regarding changes that may be made to articles 10 and 11 in order to amend the benefits under those articles (including but not limited to the possibility of introducing a LTD plan, amending the requirements governing the provision of doctor's notes and/or improving the sick leave provisions). Any benefit change recommended by the Committee must be at not additional cost to the Employer and must be paid for out of objective and provable savings generated by other changes made to the terms and conditions of this Agreement or to other aspects of the benefit plans recommended by the Committee. Any and all Committee recommendations are subject to ratification by both parties.

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

Signed on behalf of:

The Village of Nakusp

Canadian Union of Public Employees,  
Local 2450

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