

***MEMORANDUM***

***OF***

**AGREEMENT**

BETWEEN

**THE CORPORATION OF  
THE VILLAGE OF HAZELTON**

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1570-03**

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THIS AGREEMENT MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001

Between: THE CORPORATION OF THE VILLAGE OF HAZELTON,  
hereinafter called "the Employer",

Party of the First Part;

And: CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1570-03,  
hereinafter called "the Union",

Party of the Second Part.

#### ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 It is the purpose of both parties to this Agreement:

- (a) To improve relations between the Employer and the Union and provide settled and just conditions of employment;
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.;
- (c) To encourage efficiency in operations; and
- (d) To promote the morale, well-being and security of all employees in the bargaining unit of the Union.

#### ARTICLE 2 - MANAGEMENT RIGHTS

2.01 MANAGEMENT RIGHTS

The Union recognizes that it is the right of the Employer to exercise the regular and customary function of the Employer and to direct the working forces, subject to the terms of this Agreement. The question of whether any of these rights is limited by this Agreement shall be decided through the grievance and arbitration procedure. All rights not specifically altered by this agreement remain the rights of management.

## 2.02 NOT DISCRIMINATORY

The Employer shall exercise its rights in a fair and reasonable manner. The Employer's rights shall not be used to direct the working force in a discriminatory manner. Nor shall these rights be used in a manner which would deprive any employee of his/her employment, except through just cause.

## ARTICLE 3 - RECOGNITION AND NEGOTIATION

### 3.01 BARGAINING UNIT

The Employer recognizes the Canadian Union of Public Employees and its Local 1570 as the sole and exclusive collective bargaining agent for all of its employees as certified by the British Columbia Labour Relations Board and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

### 3.02 WORK OF THE BARGAINING UNIT

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases mutually agreed upon, or in emergency situations, or in situations where a bargaining unit employee is not available.

### 3.03 NO OTHER AGREEMENTS

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative which may conflict with the terms of this Collective agreement.

### 3.04 RIGHT OF FAIR PRESENTATION

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representative(s)/advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement, provided permission has been granted.

### 3.05 UNION OFFICERS AND COMMITTEE MEMBERS

Union officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this Agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration. Permission to leave work during working hours for such purposes shall first be obtained from the Employer. Such permission shall not be unreasonably withheld. All time spent in performing such Union duties, including work performed on various committees, shall be considered as time worked.

## ARTICLE 4 – NO DISCRIMINATION OR HARASSMENT

### 4.01 NO DISCRIMINATION

There shall be no discrimination or coercion by the Village or by the Union against any employee because of the employee's Union or non-Union affiliations with other Unions, or against any employee because of his activity in Union affairs, or because of age, race, creed, colour, nationality, sex, religion, sexual orientation, marital status, place of residence, political affiliation or activity.

### 4.02 HARASSMENT

- (a) All employees have the right to work in an environment free from sexual and personal harassment. The parties agree to co-operate in attempting to resolve in a confidential manner all allegations of harassment in the workplace.
- (b) The Employer undertakes to discipline any person in its employment proven to have engaged in harassment of another employee.
- (c) Any complaint of harassment which is not satisfactorily resolved shall be adjudicated under Article 11.05.
- (d) For purposes of this Article, sexual harassment is defined as any comment or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome and shall include, but is not limited to:
  - (i) sexual solicitation or advances; inappropriate touching or sexual comments; or any threat of reprisal which might reasonably be perceived as placing a condition on employment by a person in authority after the above conduct has been rejected.

- (e) For purposes of this Article, personal harassment is defined as: verbal threats and/or verbal abuse, derogatory comments that ought reasonably to be known to be offensive, physical threats and/or physical abuse, and/or intimidation.
- (f) Nothing in the above definitions or any application thereof is intended to reduce, restrict or fetter the Employer's right and ability to direct, manage and/or discipline employees.
- (g) When an allegation of harassment proves to be malicious or frivolous in nature, the complainant may be subject to appropriate discipline.

#### ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT

##### 5.01 ALL EMPLOYEES TO BE MEMBERS

All employees of the Employer shall, as a condition of employment, become and remain members in good standing of the Union, according to the constitution and bylaws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment.

#### ARTICLE 6 - CHECK-OFF OF UNION DUES

##### 6.01 CHECK-OFF PAYMENTS

The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

##### 6.02 DEDUCTIONS

Deductions shall be forwarded in one cheque to the Secretary-Treasurer of the Union not later than the tenth (10th) day of the following month for which the dues were levied. The cheque shall be accompanied by the list of names, addresses, and classifications of employees from whose wages and deductions have been made. This list shall indicate promotions, demotions, hirings, layoffs, transfers, recalls, resignations, retirements, deaths and other terminations of employment.

##### 6.03 DUES RECEIPTS

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of Union dues paid by each Union member in the previous year.

## ARTICLE 7 - EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL EMPLOYEES

### 7.01 POTENTIAL EMPLOYEES

The Employer agrees to acquaint potential employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.

### 7.02 INTRODUCTION OF NEW EMPLOYEE

On commencing employment, the Employer shall introduce the new employee to his/her Union Steward or Representative.

## ARTICLE 8 - CORRESPONDENCE

### 8.01 CORRESPONDENCE

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Village Administrator and CUPE Local 1570 and if requested the CUPE National Representative.

A copy of any correspondence between the Employer and any employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this Agreement shall be forwarded to the Secretary of the Union or his/her designate.

## ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE

### 9.01 ESTABLISHMENT OF COMMITTEE

A Labour Management Committee shall be established consisting of equal numbers of representatives of the Union and representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.

### 9.02 FUNCTION OF COMMITTEE

The Committee shall concern itself with the following general matters:

- (a) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees;
- (b) Improving and extending services to the public;

- (c) Promoting safety and sanitary practices;
- (d) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service); and,
- (e) Correcting conditions causing grievances and misunderstandings.

#### 9.03 MEETINGS OF COMMITTEE

The Committee shall meet as required, upon call of either party, at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

#### 9.04 CHAIRPERSON OF THE MEETING

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings. The chairperson not presiding shall be the recording secretary and shall be responsible for preparing and distributing the agenda for the next meeting at which he/she shall preside.

#### 9.05 MINUTES OF MEETING

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting.

#### 9.06 JURISDICTION OF COMMITTEE

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

## ARTICLE 10 - LABOUR MANAGEMENT BARGAINING RELATIONS

### 10.01 REPRESENTATIVES

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson.

In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its personnel with whom the Union may be required to transact business.

### 10.02 UNION BARGAINING COMMITTEE

A Union Bargaining Committee shall be elected or appointed and consist of not more than one (1) member of the Union (not including the CUPE Representative). The Union will advise the Employer of the Union members of the Committee.

### 10.03 MEETING OF COMMITTEE

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than ten (10) calendar days after the request has been given.

### 10.04 TIME OFF FOR MEETING

Any representative of the Union or the Bargaining Committee, who is in the employ of the Employer, shall have the right to attend meetings held within working hours without loss of remuneration.

### 10.05 EDUCATION ON THE JOB

The Employer recognizes that education is a continuing process. Accordingly, the Employer shall allow the Union to sponsor education functions such as seminars, workshops, lectures, etc. to be held on the Employer's premises during the employees' lunch period or following the regular working day provided permission is granted beforehand.

## ARTICLE 11 - GRIEVANCE PROCEDURE

#### 11.01 RECOGNITION OF UNION STEWARDS AND GRIEVANCE COMMITTEE

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward may assist any employee which the Steward represents, in preparing and presenting his/her grievance in accordance with the grievance procedure.

#### 11.02 NAMES OF STEWARDS AND UNION REPRESENTATIVES

The Union shall notify the Employer in writing of the name of each Steward and the Union Representatives before the Employer shall be required to recognize him/her.

#### 11.03 PERMISSION TO LEAVE WORK

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this article. The Union recognizes that each Steward is employed full time by the employer and that he/she will not leave his/her work during working hours except to perform his/her duties under this Agreement. Therefore, no Steward shall leave his/her work without obtaining the permission of his/her supervisor, which permission shall be given within an hour.

#### 11.04 DEFINITION OF GRIEVANCE

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

#### 11.05 SETTLING OF GRIEVANCES

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1: The employee or employees shall, with the Union representative or Shop Steward in attendance, seek settlement of the matter with the Administrator, within ten (10) working days of the alleged grievance.

Step 2: Failing satisfactory settlement within two (2) working days after the dispute was submitted under Step 1, the Union will submit a written statement of the particulars of the grievance and the redress sought.

The Administrator shall render his/her decision within seven (7) working days after receipt of such notice.

Step 3: If a satisfactory settlement is not reached under Step 2 the Union may within ten (10) days, meet with Village Council and the employee(s), with a view of resolving the dispute.

Step 4: Failing a satisfactory settlement being reached in Step 3 within ten (10) days after the matter is submitted, the Union may within a further thirty (30) days refer the dispute to arbitration under Article 12.

#### 11.06 POLICY GRIEVANCE

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Steps 1 and 2 of this Article may be by-passed.

#### 11.07 DEVIATION FROM GRIEVANCE PROCEDURE

After a grievance has been initiated by the Union, the Employer shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee(s).

#### 11.08 REPLIES IN WRITING

Replies to grievances stating reasons shall be in writing at all stages, with the exception of step 1.

#### 11.09 FACILITIES FOR GRIEVANCES

In order to facilitate an orderly and confidential investigation of grievances, the Employer shall make available the temporary use of a private office or similar facility. The Employer shall also supply the necessary facilities for the grievance meetings.

#### 11.10 MUTUALLY AGREED CHANGES

Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

## ARTICLE 12 - ARBITRATION

### 12.01 COMPOSITION OF BOARD OF ARBITRATION

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing and addressed to the other party of the Agreement, indicating the name of its nominee on an arbitration board. Within seven (7) working days thereafter, the other party shall answer in writing indicating the name and address of its appointee to the arbitration board. The two (2) appointees shall select an impartial chairperson.

### 12.02 FAILURE TO APPOINT

If the party receiving the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a chairperson within seven (7) days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

### 12.03 BOARD PROCEDURE

- (a) In resolving disputes, an arbitration board shall have regard to the real substance of the matters in dispute and the respective merits of the positions of the parties, and shall apply principles consistent with the Labour Relations Act and not be bound by a strict legal interpretation of the issue in dispute.
- (b) The arbitration board shall have the power to receive and accept evidence and information on oath, affidavit or otherwise as in its discretion it considers proper, whether or not the evidence is admissible in a court of law.
- (c) A grievance or arbitration shall not be deemed invalid by reason of a defect in form, a technical irregularity, or an error of procedure if it results in a denial of natural justice. An arbitration may relieve against those defects, irregularities or errors of procedure on just and reasonable terms.

### 12.04 DECISION OF THE BOARD

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed. The Board of arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this Agreement. However, the Board shall have the power

to amend a grievance, modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.

#### 12.05 DISAGREEMENT ON DECISION

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision.

#### 12.06 EXPENSES OF THE BOARD

Each party shall pay:

- (a) The fees and expenses of the arbitrator it appoints;
- (b) One-half (1/2) of the fees and expenses of the Chairperson.

#### 12.07 AMENDING OF TIME LIMITS

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties.

#### 12.08 WITNESSES

At any stage of the Grievance or Arbitration procedure, the parties shall have the assistance of the employee or employees involved and any necessary witnesses.

All reasonable arrangement shall be made to permit the conferring parties or arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

#### 12.09 EXPEDITED ARBITRATION

The parties shall determine by mutual agreement those grievances suitable for expedited arbitration.

- (a) Those grievances agreed to be suitable for expedited arbitration shall be scheduled within one (1) month if possible.
- (b) The hearings shall be held at a mutually agreed to location and facility.
- (c) All presentations are to be short and concise, and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.

- (d) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.
- (e) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- (f) The decision of the arbitrator shall be completed and sent to the parties within ten (10) working days of the hearing if possible.
- (g) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- (h) The expedited arbitrators who shall act as sole arbitrators shall be John Kinzie, Marguerite Jackson and Vince Ready.
- (i) The expedited arbitrator shall have the same powers and authority as an arbitrator established under the applicable labour legislation in the Province of British Columbia.
- (j) The decision of the arbitrator shall be final and binding on the parties.
- (k) All decisions of the arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no presidential value and shall not be referred to by either party in any subsequent proceeding.
- (l) The parties agree that there shall be no use of lawyers in these hearings.

## ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE

### 13.01 DISCHARGE AND DISCIPLINE PROCEDURE

An employee may be dismissed or disciplined, but only for just cause. Prior to the imposition of discipline or discharge, an employee shall be given the reason in the presence of his/her Steward or Union Representative. Such employee and the Union shall be notified promptly in writing by the Employer with full disclosure of the reason for such discipline or discharge.

### 13.02 MAY OMIT GRIEVANCE STEPS

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 11, Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.

### 13.03 BURDEN OF PROOF

In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer. Evidence shall be limited to the grounds stated in the discharge and discipline notice to the employee.

### 13.04 CROSSING OF PICKET LINES DURING STRIKE

An employee covered by this Agreement shall have the right to refuse to cross a legal picket line or refuse to do the work of striking or locked out employees, or refuse to handle goods from an employer where a strike or lockout is in effect.

### 13.05 RIGHT TO HAVE STEWARD PRESENT

An employee shall have the right to have his/her Steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where the Employer intends to interview an employee for disciplinary purposes, the Employer shall so notify the employee in advance of the purpose of the interview in order that the employee may contact his/her Steward to be present at the interview.

A Steward or local union officer shall have the right to consult with a CUPE Staff Representative or designate and to have him/her present at any discussion with supervisory personnel which might be the basis of disciplinary action.

### 13.06 PERSONNEL RECORDS

An employee shall have the right at any time to have access to and review his/her personnel record. Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record.

### 13.07 USE OF DEMOTION AS DISCIPLINE

Demotion shall not be used as a disciplinary measure.

## ARTICLE 14 - SENIORITY

### 14.01 SENIORITY DEFINED

Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. All employees shall, upon completion of the probationary period, have seniority from the original date of hire.

### 14.02 SENIORITY LIST

The Employer shall maintain a seniority list showing the current classification and the date upon which each employee's service commenced and his/her accumulated seniority. Where two (2) or more employees commence work on the same day, preference shall be in accordance with the date of application. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

### 14.03 PROBATION FOR NEWLY HIRED EMPLOYEES

A newly hired employee shall be considered to be on probation only for the first sixty-five (65) days worked. During the probationary period, the employee shall be entitled to all rights and privileges of this Agreement, except with respect to Article 22.06, 22.07 and 22.08. After completion of the probationary period, seniority shall be effective from the original date of employment. A probationary employee may be terminated at any time during the probationary period should the Employer find him/her unsuitable for the position. The probation period may be extended by mutual agreement.

The determination of suitability will be decided on the basis of factors including but not limited to the quality of work, conduct and capability to work harmoniously with others.

### 14.04 LOSS OF SENIORITY

An employee shall not lose seniority if he/she is absent from work because of sickness, disability, accident, layoff or leave approved by the Employer.

An employee shall lose his/her seniority only in the event:

- (a) He/she is discharged for just cause and is not reinstated;
- (b) He/she resigns;

- (c) He/she fails to return to work within ten (10) working days following a layoff and after receiving notice by registered mail to do so, unless through sickness or other just cause. The refusal of an employee to accept recall to such employment will not result in termination of seniority and will not prejudice his/her right to recall in the future. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current employer reasonable notice of termination to accept the recall.
- (d) He/she is absent for two days without notification and without just cause.

#### 14.05 TRANSFER AND SENIORITY OUTSIDE BARGAINING UNIT

No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside of the bargaining unit, he/she shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such employee shall have the right to return to a position in the bargaining unit during his/her trial period, which shall be a maximum of sixty (60) days. If an employee returns to the bargaining unit, he/she shall be placed in a job consistent with his/her seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

### ARTICLE 15 - PROMOTIONS AND STAFF

#### 15.01 JOB POSTINGS

When a new position is created or when a vacancy occurs, which shall include the resignation of an incumbent, the Employer shall immediately notify the Union in writing and post notice on all bulletin boards for a minimum of one (1) week. However, vacancies arising from normal retirement shall be posted sixty (60) days prior to the employee's normal retirement date, with notification to the Union.

#### 15.02 INFORMATION IN POSTINGS

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range. Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner.

### 15.03 ROLE OF SENIORITY IN PROMOTIONS, STAFF CHANGES

When making staff changes, transfers, or promotions, appointment shall be made of the applicant with greatest seniority and having the required qualifications and ability. The Village shall have the right to hire from outside the bargaining unit if there is no qualified applicant from within the bargaining unit.

### 15.04 TRIAL PERIOD

The successful applicant shall be given a trial period of two (2) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

## ARTICLE 16 - LAYOFFS AND RECALLS

### 16.01 DEFINITION OF LAYOFF

A layoff shall be defined as a reduction in the work force.

### 16.02 ROLE OF SENIORITY IN LAYOFFS

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit-wide seniority. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the employee with less seniority.

### 16.03 RECALL PROCEDURE

Employees shall be recalled in the order of their seniority, provided they are qualified to do the work. Upon layoff, employees shall retain their seniority for a period of one year.

### 16.04 NO NEW EMPLOYEES

New employees shall not be hired until those laid off have been given an opportunity of recall.

#### 16.05 ADVANCE NOTICE OF LAYOFF

Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off fourteen (14) calendar days prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this Article, he/she shall be paid for the days for which work was not made available.

#### 16.06 GRIEVANCE ON LAYOFFS AND RECALLS

Grievances concerning layoffs and recalls shall be initiated at Step 3 of the Grievance Procedure.

### ARTICLE 17 - HOURS OF WORK

#### 17.01 REGULAR DAILY HOURS – PUBLIC WORKS

The regular daily hours of work shall be seven (7) to eight (8) consecutive hours per day between 6:00 a.m. and 6:00 p.m., Monday to Friday. With mutual agreement a regular employee may work ten (10) consecutive hours per day between 6:00 a.m. and 6:00 p.m. for four (4) consecutive days between Monday and Friday. Casual workers may work other shifts. Part-time workers may work up to the regular daily hours but less than the regular weekly hours of thirty-five (35) or forty (40).

#### 17.02 REGULAR WEEKLY HOURS - CLERICAL

The regular weekly hours shall consist of up to five (5) consecutive days, Monday to Friday, from 8:30 a.m. to 4:30 p.m., for a total of up to thirty-five (35) hours per week.

#### 17.03 PAID REST PERIOD

An employee shall be permitted a rest period of ten (10) consecutive minutes in both the first half and the second half of each scheduled work period in an area made available by the Employer.

#### 17.04 REPORTING PAY GUARANTEE

An employee reporting for work on his/her regular schedule of work shall be paid his/her regular rate of pay for the entire period of work, with a minimum of four (4) hours pay. If no work is available, an employee shall be paid a minimum of two (2) hours pay.

## ARTICLE 18 - OVERTIME

### 18.01 OVERTIME DEFINED

All time worked before or after an employee's regular daily hours shall be considered overtime. All time worked over the regular rate shall be paid for at time and one-half the regular rate for the first **two (2)** hours and double the rate thereafter.

### 18.02 TIME OFF IN LIEU OF OVERTIME

Instead of cash payment for overtime, an employee may choose to receive time off at the overtime rate at a time mutually agreed between the Employer and the employee. An employee may bank up to one hundred twenty (120) hours every year. Banked overtime must be taken or paid out by December 31<sup>st</sup> each year.

### 18.03 OVERTIME FOR PART-TIME EMPLOYEES

A part-time employee working less than the regular working hours per day or week, shall be paid straight time pay during his/her regularly scheduled part-time hours and up to full-time hours. Overtime rates shall apply after the equivalent of regular full-time hours in the working day or week and for all work performed on paid holidays and regular days off.

### 18.04 OVERTIME PAY FOR CALL-OUTS

An employee who is called outside of regular working hours, shall be paid a minimum of two (2) hours at overtime rates. When the work is completed the employee shall be allowed to leave, however in the event of sewer or water system alarms, should the employee receive a further call-out within one-half hour of returning home, it may be considered the same call-out. Call-out payment approvals will be based on the details recorded and submitted to the Village Office the next working day. The employee shall be paid from the time called until the time of returning directly home.

### 18.05 SHARING OF OVERTIME AND CALL-OUTS

Overtime and call-outs shall be divided equally among **regular** employees who are willing and qualified to perform the work. Overtime may be refused, excepting in the case of call-outs or other emergencies. Advance notice of overtime work shall be arranged wherever possible.

ARTICLE 19 - PAID HOLIDAYS

19.01 PAID HOLIDAYS

The Employer recognizes the following as statutory holidays:

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

and any other day declared or proclaimed as a holiday by the federal, provincial or municipal government.

19.02 PAY FOR REGULARLY SCHEDULED WORK ON A PAID HOLIDAY

An employee who is not scheduled to work on the above paid holidays shall receive holiday pay equal to one (1) day's pay. An employee who is scheduled to work shall be paid at the rate of double time plus another day off with pay, in lieu of holiday pay, at a time mutually agreed between the employee and Employer. In the case of Christmas or New Year's Day, the rate of pay shall be double time and one-half, plus another day off with pay.

19.03 COMPENSATION FOR PAID HOLIDAYS FALLING ON SCHEDULED DAY OFF

When any of the above noted paid holidays fall on an employee's scheduled day off, the employee shall receive a day's pay or another day off with pay at a time mutually agreed to by the employee and the Employer.

ARTICLE 20 - VACATIONS

20.01 LENGTH OF VACATION

An employee shall receive an annual vacation with pay in accordance with the employee's years of employment as follows:

One year or more	10 working days
Five years or more	15 working days

Ten years or more	25 working days
Eighteen years or more	30 working days

## 20.02 BANKING VACATION CREDITS

An employee shall be entitled to bank up to a maximum of ten (10) working days annual vacation after five (5) years or more service. The banked vacation shall be taken within any of the following five (5) vacation years at the rate of pay prevailing when the vacation is taken, subject to operational requirements.

## 20.03 COMPENSATION FOR HOLIDAYS FALLING WITHIN VACATION SCHEDULE

If a paid holiday falls or is observed during an employee's vacation period, he/she shall be allowed an additional vacation day with pay.

## 20.04 VACATION PAY

**Vacation pay shall be granted to all regular employees at the employee's regular rate of pay, at the time the vacation is taken or at a percentage of his gross pay for the previous whole or part calendar year.**

<b>Vacation up to and including 10 days</b>	<b>4%</b>
<b>Vacation up to and including 15 days</b>	<b>6%</b>
<b>Vacation up to and including 25 days</b>	<b>10%</b>
<b>Vacation up to and including 30 days</b>	<b>12%</b>

## 20.05 VACATION PAY ON TERMINATION

An employee terminating employment at any time **during the year, will receive compensation for any accumulated but unused vacation time.**

## 20.06 UNBROKEN VACATION PERIOD

An employee shall receive an unbroken period of vacation unless mutually agreed upon between the employee and the Employer.

## 20.07 APPROVED LEAVE OF ABSENCE DURING VACATION

Where an employee qualifies for sick leave, bereavement, or any other approved leave during his/her period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option.

## 20.08 VACATION DISRUPTION

No employee shall be required to work during a scheduled vacation period. However, should an employee agree to work, overtime will apply to all hours worked and any days of vacation displaced shall be either added to the vacation period or be reinstated for use at a later date.

## ARTICLE 21 - SICK LEAVE PROVISIONS

### 21.01 SICK LEAVE DEFINED

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor, or dentist, or because of an accident for which compensation is not payable under the Worker's Compensation Act.

### 21.02 AMOUNT OF PAID SICK LEAVE

Sick leave shall be earned at the rate of one and one-half (1½) days for every month a **regular** employee is employed.

### 21.03 ACCUMULATION OF SICK LEAVE

The unused portion of an employee's sick leave shall accrue to a maximum of 130 days for his/her future benefits.

### 21.04 ILLNESS IN THE FAMILY

Where no one other than the employee can provide for the needs during illness of an immediate member of his/her family (as defined in Article 22.06), an employee shall be entitled, after notifying his/her supervisor, to use accumulated sick leave days to a maximum of three (3) days to care for the member of the family who is ill.

### 21.05 SICK LEAVE PAY-OUT

Upon termination of employment with the Employer, an employee shall receive payment for his/her unused sick days to a maximum of thirty-five (35) days. Payment shall be based on the employee's rate of pay in effect on the date of termination.

This provision does not apply to employees terminated for just cause and not reinstated.

## 21.06 ACCRUED SICK TIME

The employer agrees to supply to each employee on a semi-annual basis, in March and September of each year, a statement indicating the amount of sick time each employee has in their sick bank.

## ARTICLE 22 - LEAVE OF ABSENCE

### 22.01 NEGOTIATION PAY PROVISIONS

One representative of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer.

### 22.02 GRIEVANCE AND ARBITRATION PAY PROVISIONS

Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in grievance and arbitration procedures.

### 22.03 LEAVE OF ABSENCE FOR UNION FUNCTIONS

Upon request to the Employer, an employee elected or appointed to represent the Union at conventions shall be allowed leave of absence without pay and benefits. Leave of absence without pay but without loss of benefits shall be allowed to employees to attend conferences, schools, workshops, meetings, Executive and Committee meetings of CUPE, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated, subject to operational requirements.

### 22.04 LEAVE OF ABSENCE FOR FULL-TIME UNION OR PUBLIC DUTIES.

- (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without loss of benefits so that the employee may be a candidate in federal, provincial, or municipal elections.
- (b) An employee who is elected to public office shall be allowed leave of absence without loss of seniority during his/her term of office.
- (c) An employee who is elected or 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 loss of seniority for a period of one (1) year. Such leave shall be renewed each year, on request during his/her term of office.

## 22.05 PAY DURING LEAVE OF ABSENCE FOR UNION WORK OR CONVENTION

An employee shall receive the pay and benefits provided for in this Agreement when on unpaid leave of absence for union work or conventions. However, the Union shall reimburse the Employer for all pay during the period of absence.

## 22.06 PAID BEREAVEMENT LEAVE

- (a) A **regular** employee shall be granted a maximum of five (5) regularly scheduled consecutive work days, without loss of pay or benefits, in the case of the death of the employee's spouse, parent, **brother, sister**, child, step-child.
- (b) A **regular** employee shall be granted a minimum of three (3) regularly scheduled consecutive work days leave, without loss of pay or benefits, in the case of the death of a, **parent, brother, sister, child, step-child**, mother-in-law, father-in-law, sister-in-law, brother-in-law, great grandparent, spouse's grandparent, grandparent, grandchild, former guardian, ward, fiancé(e), or any other relative or close friend who has been residing in the same household, or any other relative for whom an employee is required to administer bereavement responsibilities. A relative shall include a person related by marriage, adoption, or common law. Where an employee must travel more than 650 km to attend the funeral an additional two (2) days shall be granted with pay.
- (c) A minimum of one-half (1/2) day leave shall be granted without loss of salary, wages or benefits to **act** as a pallbearer.
- (d) In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, the Employer, on request, may grant additional bereavement leave.

## 22.07 MATERNITY & PARENTAL LEAVE

Maternity and Parental leave shall be in accordance with The Employment Standards Act.

## 22.08 SENIORITY STATUS DURING MATERNITY LEAVE

While on maternity leave an employee shall retain her full employment status and rights and shall accumulate all benefits under this Collective Agreement.

#### 22.09 EMPLOYER PAYMENT OF EMPLOYEE BENEFITS DURING MATERNITY LEAVE.

During the period of maternity leave, the Employer shall continue to pay the medical, dental, pension and other benefits of this Agreement.

#### 22.10 PAID JURY OR COURT WITNESS DUTY LEAVE

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as juror or witness in any court or who is required by subpoena to attend a court of law or coroner's inquest. The Employer shall pay such an employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount received. Time spent by an employee required to appear before any government body, or who is subpoenaed to attend a coroner's inquest or is required to serve as a court witness in any matter arising out of his/her employment shall be considered as time worked at the appropriate rate of pay.

#### 22.11 GENERAL LEAVE

The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be made in writing. Such leave shall not be unreasonably withheld.

### ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES

#### 23.01 PAY DAYS

The Employer shall pay salaries and wages bi-weekly for the two (2) weeks ending the previous Friday in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day, each employee shall be provided with an itemised statement of his/her wages, overtime, and other supplementary pay and deductions.

The Employer may not make deductions from wages or salaries unless authorized by statute, court order, arbitration order or by this Agreement.

#### 23.02 EQUAL PAY FOR WORK OF EQUAL VALUE

Employees shall receive equal pay for work of equal value, regardless of sex.

#### 23.03 SUBSTITUTION PAY

When an employee performs the duties of a higher paying position for in excess of four

(4) hours, he shall receive the higher rate of pay for his entire shift.

#### 23.04 VACATION PAY

An employee shall, on the last pay day preceding commencement of his annual vacation, receive any pay cheques which may fall during the period of vacation.

### ARTICLE 24 - JOB CLASSIFICATION AND RECLASSIFICATION

#### 24.01 JOB DESCRIPTION

The Employer agrees to draw up job descriptions for all positions for which the Union is bargaining agent. These descriptions shall be presented and discussed with the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days. If such objection cannot be resolved the issue may be subject to grievance and arbitration.

#### 24.02 NO ELIMINATION OF PRESENT CLASSIFICATION

Existing classifications shall not be eliminated or changed without prior agreement with the Union.

#### 24.03 CHANGES IN CLASSIFICATION

The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change. When the duties of any job are changed or increased, or where the Union and/or an employee feels a job is unfairly or incorrectly classified, or when a new job is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the employee or the date of change in job duties.

## ARTICLE 25 - EMPLOYEE BENEFIT PLANS

### 25.01 ELIGIBILITY FOR BENEFITS

All employees who work thirty (30) hours or more per week are eligible to participate in the benefits of Article 25.02. The Employer shall pay the registration fee and premiums for all employees who request such coverage.

### 25.02 BENEFIT PLANS

- (a) Medical Services Plan - after three (3) months service.
- (b) **MSA** Extended Health Plan - after three (3) months service, including vision care of **\$400** every two (2) years.
- (c) **MSA** Dental Plan - Plan A-100%, Plan B-60%, Plan C-50%, after three (3) months of service.
- (d) Group Life Insurance & AD&D - 200% of annual earnings
- (e) Long Term Disability - 67% of monthly earnings to a maximum monthly benefit of \$2500.00

### 25.03 SUPERANNUATION

All eligible employees shall be covered by the Municipal Superannuation Plan.

### 25.04 CONTINUATION OF BENEFITS DURING WORK STOPPAGES

In the event of a work stoppage, the Employer agrees to maintain all insurance, including pension contributions and credits, on behalf of all employees. The Union agrees to reimburse the Employer for the premiums during this period.

### 25.05 WORKERS' COMPENSATION PROTECTION

All employees shall be covered by the Workers' Compensation Act. No employee shall have his/her employment terminated as a result of absence from work with a compensable accident.

## 25.06 CONTINUATION OF RIGHTS AND BENEFITS

An employee receiving payment for a compensable injury under Workers' Compensation shall accumulate seniority and shall be entitled to all benefits under this Collective Agreement. While on Workers' Compensation, the Employer shall continue to pay his/her share of all premiums for employee benefit plans, including the pension plan, based on one-hundred percent (100%) of earnings.

## ARTICLE 26 - HEALTH AND SAFETY

### 26.01 CO-OPERATION ON SAFETY

The Union and the Employer shall cooperate in promoting and improving rules and practices which promote an occupational environment which will enhance the physiological and psychological conditions of employees and which will provide protection from factors adverse to employee health and safety.

There shall be no discrimination, no penalty, no intimidation and no coercion when employees comply with this Health and Safety Article.

### 26.02 COMPLIANCE WITH HEALTH AND SAFETY LEGISLATION

The Employer shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice to be improved upon by agreement of the Union-Employer Health and Safety Committee or negotiations with the Union.

### 26.03 UNION-EMPLOYER HEALTH AND SAFETY COMMITTEE

A Health and Safety Committee shall be established which is composed of an equal number of Union and Employer representatives, but with a minimum of one (1) Union and one (1) Employer members. The Health and Safety Committee shall hold meetings at least monthly, or more frequently if requested by the Union or by the Employer for jointly considering, monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union and the Workers' Compensation Board.

#### 26.04 TIME OFF FOR HEALTH AND SAFETY TRAINING

Union members of the Health and Safety Committee shall be entitled to time off from work with no loss of seniority or earnings to attend educational courses and seminars sponsored by government agencies or the Union for instruction and upgrading on health and safety matters.

#### 26.05 HEALTH AND SAFETY COMMITTEE PAY PROVISIONS

Time spent by members of the Committee in the course of their duties shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.

#### 26.06 SAFETY AND HEALTH REPORTS, RECORDS AND DATA

The Employer shall provide the members of the Health and Safety Committee with the details of every accident, incident, or occurrence of an occupational disease that occurred at the worksite in the previous month. In addition, the Employer shall provide members of the Committee with any other health and safety records in the possession of the Employer, including records, reports and data provided to and by the Workers' Compensation Board and other government departments and agencies.

#### 26.07 ACCESS TO THE WORKPLACE

Members of the Health and Safety Committee shall conduct an inspection of the worksite at least once per month. No restriction shall be placed on this inspection.

In the event of an accident, an incident or an occupational health problem, a union member of the Health and Safety Committee shall be allowed to complete an investigation of the occurrence.

Union staff or Union health and safety advisors or consultants shall be provided access to the workplace if required to attend Health and Safety Committee meetings, or for inspecting, investigating, surveying, or monitoring the workplace.

#### 26.08 RIGHT TO REFUSE OR STOP UNSAFE WORK

No employee shall be discharged, penalised or disciplined for refusing to work on a job or in any workplace or to operate any equipment where he/she or a member of the Health and Safety Committee believes that it would be unsafe or unhealthy to himself/herself, an unborn child, a workmate, or the public, or where it would be contrary to the applicable federal, provincial or municipal health and safety legislation or regulations. There shall be no loss of pay or seniority during the period of refusal. No employee shall be ordered or permitted to work on a job which another worker has

refused until the matter is investigated by the Health and Safety Committee and satisfactorily settled.

#### 26.09 PROPER TRAINING

No employee shall be required to work on any job or operate any piece of equipment until he/she has received proper training and instructions.

#### 26.10 INJURY PAY PROVISIONS

An employee who is injured or made sick during working hours, and is required to leave for treatment or is sent home as a result of such injury or sickness shall receive payment for the remainder of the shift at his/her regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift. An employee who has received payment under this section shall receive pay for time necessarily spent for further medical treatment of the injury during regularly scheduled working hours, subsequent to the day of the accident.

#### 26.11 TRANSPORTATION OF ACCIDENT VICTIMS

Transportation to the nearest physician or hospital for employees requiring medical care as a result of a work accident shall be at the expense of the Employer.

#### 26.12 HEALTH AND SAFETY GRIEVANCE

Where a dispute involving a question of general application or interpretation of this Article occurs, it shall be subject to the grievance procedure and Steps 1, 2 and 3 of the grievance may be by-passed.

### ARTICLE 27 - TECHNOLOGICAL AND OTHER CHANGES

#### 27.01 TECHNOLOGICAL AND OTHER CHANGES

- (1) If the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom the Collective Agreement applies,
  - (a) the Employer shall give notice to the Union at least 60 days before the date on which the measure, policy, practice or change is to be effected, and
  - (b) after notice has been given, the Employer and the Union shall meet, in good faith, and endeavour to develop an adjustment plan, which may

include provisions respecting any of the following:

- (i) consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the Collective Agreement;
  - (ii) human resource planning and employee counselling and retraining;
  - (iii) notice of termination;
  - (iv) severance pay;
  - (v) entitlement to pension and other benefits including early retirement benefits;
  - (vi) a bipartite process for overseeing the implementation of the adjustment plan.
- (2) If, after meeting in accordance with subsection (1), the parties have agreed to an adjustment plan, it is enforceable as if it were part of the Collective Agreement between the Employer and the Union.

## ARTICLE 28 - JOB SECURITY

### 28.01 JOB SECURITY

- (a) The Village has the right to decide how and by whom any work will be performed, however, in order to provide job security for the members of the bargaining unit, the Village agrees that work and services normally performed by the employees shall continue to be performed by the employees.
- (b) Village equipment and employees shall be utilized to the fullest extent possible. Private equipment shall not be hired when employees and equipment are available to perform the work required by the Village.
- (c) No employees shall be laid off as a result of contracting out. The Union shall be advised of contracting out proposals.

## ARTICLE 29 - UNIFORM AND CLOTHING ALLOWANCE

#### 29.01 SUPPLY OF OR ALLOWANCE FOR WORK CLOTHING OR UNIFORMS

The Employer shall supply, launder and repair, as required, at no cost to the employee, the following items: coveralls, rain gear, safety boots, and other necessary safety wear.

### ARTICLE 30 - GENERAL CONDITIONS

#### 30.01 BULLETIN BOARDS

The Employer shall provide Bulletin Boards which shall be placed so that all employees will have access to them and 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.

#### 30.02 DEFINITION OF SPOUSE

Spouse: A person with whom the employee has a marital, common-law, heterosexual, or lesbian/gay relationship.

This definition shall determine all other familial relationships referred to in this Agreement, including, but not restricted to, "child," which shall include the employee's partner's child, and the definition of "in-law," which shall include equivalent relationships flowing from common-law or lesbian/gay partner relationships.

### ARTICLE 31 - PRESENT CONDITIONS AND BENEFITS

#### 31.01 PRESENT CONDITIONS TO CONTINUE

All rights, benefits, privileges, customs, practices and working conditions which employees now enjoy, receive or possess shall continue, insofar as they are consistent with this Agreement, unless modified by mutual agreement between the Employer and the Union.

## ARTICLE 32 - COPIES OF AGREEMENT

### 32.01 COPIES OF AGREEMENT

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason the parties shall print sufficient copies of the Agreement.

## ARTICLE 33 - GENERAL

### 33.01 PLURAL OR FEMININE TERMS MAY APPLY

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

## ARTICLE 34 - TERM OF AGREEMENT

### 34.01 DURATION

This Agreement shall be binding and remain in effect from **January 1, 2001** to **December 31, 2003** and shall continue from year to year thereafter unless either party gives to the other party notice in writing that it desires its termination or amendment.

### 34.02 CHANGES IN AGREEMENT

Any changes deemed necessary to this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

### 34.03 NOTICE OF CHANGES

Either party desiring to propose changes to this Agreement shall, within the ninety (90) days prior to the termination date, give notice in writing to the other party of the changes proposed. If such notice has not been given, it shall be deemed to have been given and the parties shall meet at the request of either party. Within ten (10) working days of receipt of such request by one party, the other party, is required to enter into negotiations for a new Agreement.

34.04 AGREEMENT TO CONTINUE IN FORCE

Where such notice requests revisions only, the following conditions shall apply:

- (a) The notice shall state specifically the revision requested and bargaining negotiations shall be restricted thereto, unless the parties otherwise mutually agree;
- (b) Where notice to amend the Agreement is given, the provisions of this Agreement shall continue in force until a new Agreement is signed, or the right to strike accrues, whichever occurs first. If negotiations extend beyond the termination of the Agreement, any revision in terms mutually agreed upon shall apply retroactively to that date, unless otherwise specified.

34.05 RETROACTIVE PAY FOR TERMINATED EMPLOYEES.

An employee who has served his/her employment between the termination date of this Agreement and the effective date of the new Agreement shall receive the full retroactivity of any increase in wages, salaries or other perquisites.

34.06 RETROACTIVITY

All changes in the new Agreement shall be adjusted retroactivity unless specified herein.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2001

ON BEHALF OF  
CUPE LOCAL 1570

ON BEHALF OF  
THE VILLAGE OF HAZELTON

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_

SCHEDULE A

WAGE AND SALARY SCALE

	<u>Jan. 1/2001</u>	<u>Jan. 1/2002</u>	<u>Jan. 1/2003</u>
Secretary/Bookkeeper	19.30	19.60	19.95
Utility Worker / Maintenance	19.95	20.25	20.60
Maintenance Worker III	18.71	19.01	19.36
Maintenance Worker II	15.40	15.70	16.05
Maintenance Worker I	12.52	12.82	13.17