

**AGREEMENT**

**BETWEEN**

**THE CORPORATION OF THE  
VILLAGE OF CUMBERLAND**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 556**

**JANUARY 1, 2007  
TO  
DECEMBER 31, 2010**

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THIS AGREEMENT made and entered into this 12th day of April, 2007.

BETWEEN:

THE CORPORATION OF  
THE VILLAGE OF CUMBERLAND

(hereinafter called the "Corporation")

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 556

(hereinafter called the "Union")

It is the purpose of both parties to this Agreement to maintain and improve harmonious relations and settled conditions of employment between the Corporation and the Union.

To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.

To encourage efficiency in operations.

To promote the morale, well-being and security of all employees in the bargaining unit of the Union.

## **ARTICLE 1 - DEFINITIONS**

### 1.01 Permanent Employees

A Permanent Employee is an employee who has completed the probationary period and has been designated a permanent position under the provisions of Clause 15.02.

All Permanent Employees shall:

- (i) receive all benefits unless excluded by Law, or payment in lieu of benefits. Permanent Employees working thirty (30) hours or more shall receive full benefits. Permanent Employees working less than thirty (30) hours shall receive the amount of fifteen percent (15%) in lieu of benefits.
- (ii) there shall be no lower part-time rates.

### 1.02 Casual Employees

A Casual Employee is an employee who:

- (i) is employed to relieve an existing employee;
- (ii) is employed on a special project of a limited duration.

Casual Employees employed for longer than three (3) months shall be given status as an Employee. Casual Employees who have acquired Employee status shall receive fifteen percent (15%) in lieu of benefits.

### 1.03 Summer Students

The Corporation shall continue to hire students in the summer, and such staff shall perform routine general maintenance on the Corporation's grounds, parks and facilities, which shall include operation of light equipment, with appropriate training and safety clothing, and with the approval of the Public Works Foreman.



## **ARTICLE 2 - MANAGEMENT RIGHTS**

### 2.01 Management Rights

The management and the operation of and the direction and promotion of the working forces is vested with the Corporation's management staff, subject to the terms of this Collective Agreement.

## **ARTICLE 3 - RECOGNITION AND NEGOTIATIONS**

### 3.01 Bargaining Unit

The Corporation recognizes the Canadian Union of Public Employees and its Local 556 as the sole and exclusive collective bargaining agency for all of its employees save and except those as excluded by the Labour Relations Code, and hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

### 3.02 Work of the Bargaining Unit

Persons whose positions are not in the bargaining unit shall not perform any jobs which are included in the bargaining unit, except in cases mutually agreed upon in writing by the parties or in emergencies when regular employees are not available. The Recreation Director may perform work if Union members are not qualified or are not available.

### 3.03 No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Corporation or its representatives which may conflict with the terms of this Collective Agreement.

## **ARTICLE 4 - NO DISCRIMINATION**

### 4.01 No Discrimination

There shall be no discrimination or coercion by the Corporation or by the Union against any employee because of the employee's Union or non-Union affiliations or with other Unions or against any employee because of

their activity or lack of activity in Union affairs, or because of race, creed, colour, nationality, gender or religion. Unless otherwise herein specifically provided, Union activities shall not be pursued during working hours. The parties agree to adhere to the Human Rights Act of British Columbia.

#### 4.02 Harassment

- (a) The parties recognize the right of all employees to work in an environment free from harassment. Any complaint alleging harassment shall be dealt with in the Grievance Procedure and will commence at Step 2 as outlined in Article 12, unless Clause 4.03 is utilized.
- (b) Sexual harassment shall be defined as sexually oriented practice that undermines an employee's health or job performance, or endangers an employee's employment status or potential. All personnel have the right to work without sexual harassment. Any complaint alleging sexual harassment will be dealt with in the Grievance Procedure and will commence at Step 2 as outlined in Article 12, unless Clause 4.03 is utilized.

#### 4.03 Alternative Resolution

A grievance alleging harassment may be put on hold by the Union if there is agreement to attempt to resolve the matter through another method. If the Alternative Resolution procedure is not successful in resolving the issue to the satisfaction of the employee and the Union, the Grievance Procedure may be initiated. Time lines shall be held in abeyance during the time the parties are using the Alternative Resolution procedure.

### **ARTICLE 5 - UNION SECURITY**

#### 5.01 All Employees to be Members

- (a) All present employees covered by the terms of this Agreement shall, as a condition of continued employment, forthwith become and remain members of the Union with the exception of those as excluded by the Labour Relations Code.
- (b) All new employees covered by the terms of this Agreement shall, within thirty (30) calendar days of their employment, as a condition of continued employment become and remain members of the Union.

- (c) In the event that an employee fails to comply with the provisions of Article 5, the Corporation shall forthwith terminate their employment.

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

### 6.01 Check-Off

The Corporation agrees to deduct the Union dues as established from time to time by the Union from the pay cheques of each Union member. This deduction to be paid to the Treasurer of the Union by the Corporation as Union dues no later than the tenth (10<sup>th</sup>) day of the month following the deduction accompanied by a list of names, and number of hours worked by each employee from whose wages the deduction has been made.

## **ARTICLE 7 - THE CORPORATION & UNION SHALL ACQUAINT NEW EMPLOYEES**

### 7.01 New Employees

The Corporation agrees to acquaint new employees with the fact that an Agreement between the parties is in effect and with the conditions of employment set out in the Articles dealing with the Union security and deduction of Union dues.

### 7.02 Copies of Agreement

New employees shall be presented with a copy of the Agreement by the Corporation on commencement of employment.

## **ARTICLE 8 - CORRESPONDENCE**

### 8.01 Correspondence

Any notice required to be given to the Corporation under the terms of this Agreement shall be given by registered letter addressed to it at its place of business in the Corporation of the Village of Cumberland. Any notice to be given to the Union under the terms of this Agreement shall be given by registered mail addressed to the Vice-President of the Union, (Cumberland Unit), in the said Corporation of the Village of Cumberland.

## **ARTICLE 9 - LABOUR-MANAGEMENT COMMITTEE**

### 9.01 Establishment of Committee

The Union and the Corporation shall provide the names of their three (3) Labour-Management Committee members to each other in January of each year. The agenda shall be prepared one (1) week in advance of the meeting.

### 9.02 Function of the Committee

The Committee shall concern itself with the following general matters:

- (a) Considering suggestions to improve working relations between the Corporation and its employees.
- (b) Improving services and promoting safety practices within the Municipality.
- (c) Review current operating practices and recommend methods that will improve the efficiency of the operation to the benefit of both the employees and the Corporation.

### 9.03 Meetings of Committee

The Committee shall meet at least once every two (2) months or as required.

### 9.04 Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining. The Committee shall not supersede the activities of any other Committee of the Union or the Corporation. After consensus has been reached the Committee will recommend solutions to the Union and to the Corporation prior to implementation.

### 9.05 Minutes of Meeting

All meetings will work from an established agenda. The meetings will be Chaired by representatives of the Union and the Corporation on a rotating basis. The Chairperson will be responsible for the generation and distribution of the minutes.

## **ARTICLE 10 - LABOUR MANAGEMENT BARGAINING RELATIONS**

### 10.01 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed and consist of not more than three (3) members of the Union. The Union will advise the Corporation of the Union members on the Committee.

### 10.02 Function of Bargaining Committee

All matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions, shall be referred by the Union Bargaining Committee to the Corporation for discussion and settlement.

### 10.03 Representative of Canadian Union

The Union shall have the right 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 Corporation.

### 10.04 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 five (5) working days after the request has been received in written form.

### 10.05 Time Off for Meeting

Any representative of the Union or the Bargaining Committee, who is in the employ of the Corporation, shall have the right to attend meetings without loss of remuneration.

## **ARTICLE 11 - RESOLUTIONS AND REPORTS OF THE CORPORATION**

11.01 Reports or recommendations dealing with matters of policy and/or conditions of employment which affect employees within the bargaining unit shall be forwarded to the Union in sufficient time to allow the Union a reasonable opportunity to consider them, and, if deemed necessary, speaking to them before a decision is taken by the Corporation.

## **ARTICLE 12 - GRIEVANCE PROCEDURE**

### **12.01 Settling of Grievances**

In the event that any difference arises from the interpretation, application, operation or any alleged violation of this Agreement, including any question as to whether any matter is arbitrable, such questions or differences shall be finally and conclusively settled without stoppage of work in the following manner:

- (a) The employee and the employee's management supervisor or delegate shall endeavour to settle the difference within five (5) working days of such difference or grievance arising. The employee may request a Shop Steward attend the meeting, in which case, the Union will notify the Corporation.
- (b) In the event an agreement is not reached, the employee shall have the right to refer the matter to a representative of the Union who shall meet with management or management's representatives and endeavour to settle the dispute.
- (c) Should the foregoing process fail to settle the difference conclusively within ten (10) working days of its submission to management by the Shop Steward or within such longer time as the parties agree to, then it shall be submitted to an Arbitration Board of three (3) persons, as follows, or a single Arbitrator pursuant to Clause 13.05.

## **ARTICLE 13 - ARBITRATION**

### **13.01 Composition of Board of Arbitration**

- (a) The party desiring Arbitration shall appoint a member for the Board and shall notify the other party in writing of its appointment and particulars of the matter in dispute.
- (b) The party receiving the notice shall, within five (5) working days thereafter, appoint a member for the Board and notify the other party of its appointment.
- (c) The two (2) Arbitrators so appointed shall confer to select a third person to be Chairperson and failing for three (3) working days from the appointment of the second of them to agree upon a

person willing to act, either of them may apply to the Minister of Labour to appoint such a third person.

13.02 Board Procedure

The Arbitration Board shall sit, hear the parties, settle the terms of the questions to be arbitrated, and make its Award.

13.03 Decision of the Board

The Board shall deliver its Award in writing to each of the parties and the Award of a majority of the Board shall be the Award of the Board and shall be final and binding upon all parties and they shall forthwith implement the Board's decision.

13.04 Expenses of the Board

Each party shall pay its own expenses and costs of Arbitration the remuneration and disbursements of its appointee to the Board and one-half (1/2) the compensation and expenses of the Chairperson and of stenographic and other expenses of the Arbitration Board.

13.05 Single Arbitrator

Notwithstanding the above, the parties may, by mutual agreement, refer the dispute to a single Arbitrator, with each party paying one-half (1/2) of the cost of such single Arbitrator. The single Arbitrator shall have the same powers as an Arbitration Board.

13.06 Section 104 of the B.C. Labour Relations Code

(a) 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, Mr. Vince Ready, or a substitute agreed to by the parties, shall at the request of either party:

- (i) investigate the difference;
- (ii) define the issue in the difference; and
- (iii) make written Award to resolve the difference,

within thirty (30) calendar days of the receipt of the request and, for those thirty (30) calendar days from that date, time does not run in respect of the Grievance Procedure.

- (b) The Union may invoke Section 104 of the B.C. Labour Relations Code to facilitate the settlement of grievances.
- (c) Decision under Section 104

Where a Section 104 hearing rather than Arbitration has been implemented, the decision shall be final, binding and enforceable on all parties.

## **ARTICLE 14 - DISCHARGE, SUSPENSION AND DISCIPLINE**

### 14.01 Crossing of Picket Lines

The Corporation shall not request, require, or direct employees within this bargaining unit to perform work resulting from legal strikes that would normally have been carried out by those on strike nor shall the employees be required to cross any picket line legally established under the Statutes of British Columbia.

### 14.02 Political Action

No employee shall be disciplined for participation in any action(s) called for by the C.L.C., C.U.P.E., or the B.C. Division of C.U.P.E., and supported by the local Union. This does not indicate the Corporation's support for such action(s).

- 14.03 The Union agrees that contemplated action(s) shall be discussed with the Corporation prior to the action(s) taking place, and that the Union agrees to perform those essential services that are deemed necessary to protect the health of the citizens of the municipality.

### 14.04 Right to Have Steward Present

Any employee shall have the right to have their Steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. 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 in order that the employee may contact their Steward to be present at the interview.



A Steward or local Union officer shall have the right to consult with a C.U.P.E. Staff Representative and to have them present at any discussion with supervisory personnel which might become the basis of disciplinary action.

## **ARTICLE 15 - SENIORITY**

### 15.01 Seniority

The Corporation recognizes the principle of seniority. Seniority shall be based on length of service with the Corporation. Demotions, promotions and transfers affecting employees shall be based on seniority, providing always the employee has the required ability and qualifications necessary for the position. The selection of supervisory officials shall be entirely a matter for the Corporation's decision, but in making the selection of supervisory officials, qualifications and ability being relatively equal, seniority shall be given first consideration. It is understood that an employee's seniority shall accumulate based on the number of days worked.

### 15.02 Probationary Period

During the first continuous three (3) months of employment an employee shall have probationary status. All fringe benefits, however, to apply after three (3) months continuous employment.

### 15.03 Federal-Provincial Aided Projects

For all individuals specifically hired as employees by the Corporation on Federal-Provincial financial aided municipal projects, seniority will not take effect until such projects have been completed and the individuals hired are subsequently retained by the Corporation to do other municipal work. Seniority for record purposes in such cases will date back to the date that seniority would have been effective if no such Federal-Provincial aid programs were in effect.

### 15.04 Seniority List

The Corporation shall maintain a seniority list showing the date upon which each Permanent employee's service commenced and the employee's classification and employment status. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards once annually in January.

#### 15.05 Loss of Seniority

An employee shall lose seniority when:

- (a) They are dismissed for just cause and not reinstated.
- (b) They resign.
- (c) They are absent from work in excess of seven (7) working days without notifying the Corporation, unless such notice was not reasonably possible.
- (d) They fail to return to work after being laid off within ten (10) working days after being contacted at their last known address by registered mail unless such return was not reasonably possible.
- (e) They elect to receive compensation on layoff and their services are terminated.
- (f) The employee is laid off for a period longer than twelve (12) months.

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

#### 16.01 Job Postings

- (a) When a new position is created, or when a vacancy occurs, the Corporation shall notify the Union in writing and post notice of the position in all shops, on all bulletin boards for a minimum of seven (7) and maximum of fourteen (14) calendar days in order that all employees will know about the position and be able to make written application therefore. Such notice shall contain the following information:

A job description, the nature of the position, required knowledge and education, skills, hours of work and wage or salary range or rate.

Such requirements and qualifications shall be those necessary to perform the job function in accordance with the job description.

The Corporation shall post all vacancies within seven (7) days.

The Corporation shall fill the vacancies seven (7) days after the closing date of the posting, or as soon as reasonably possible.

A "vacancy" occurs when a current employee vacates a position and the Corporation decides to fill that position.

- (b) No outside advertisement for additional employees shall be made until present employees have had a full opportunity to apply.

#### 16.02 Role of Seniority in Filling Vacancies

- (a) In filling vacancies appointment shall be made to the applicant with the greatest seniority providing always the applicant has the required ability and qualifications necessary for the position.
- (b) Permanent Employees shall be given first consideration over Casual Employees for internal postings.
- (c) Casual Employees shall be given first consideration over outside applicants for any new positions.

#### 16.03 Position Requiring Higher Qualifications

In the event an employee's position or classification is changed in a manner that requires higher qualifications, the Corporation shall provide training for the employee.

##### (a) Education and Training Assistance

To encourage employee development, the Corporation will financially assist individuals who take pre-approved educational courses that are relevant to the Corporation's operations.

- (i) Fifty percent (50%) of course costs will be reimbursed by the Corporation upon registration.
- (ii) The remaining fifty percent (50%) will be reimbursed upon successful completion. Course cost includes tuition and required text books.
- (iii) In the event an employee is required to attend a Corporation course during normal working hours there will be no loss in normal pay. The Corporation shall pay all costs.

For courses required during evenings and weekends the employee will be paid at straight time. If an employee is required to travel to a Corporation sponsored course they will be reimbursed for pre-approved travel expenses. Board and lodging expenses will be reimbursed upon submission of receipts.

- (b) An employee may be granted a leave of absence with pay to a maximum of three (3) working days per year, without loss of seniority and benefits, to upgrade their current employment qualifications and to write relevant examinations.

## **ARTICLE 17 - LAYOFFS AND RECALLS**

### 17.01 Definition of Layoff

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

### 17.02 Layoffs and Recalls

Although the Corporation does not desire to reduce the work force or a reduction in the regular hours of work as defined in this Agreement, it is recognized that circumstances may require such action. In making such reductions the Corporation and the Union will consult to ensure that such actions are orderly and taken so that seniority is applied.

- 17.03 The Corporation agrees that in the event of a layoff employees shall be laid off in the reverse order of their seniority. An employee about to be laid off may displace a less senior employee. When it is necessary to recall employees, laid off employees shall be re-employed in order of seniority. The right to bump shall include the right to bump up. The abilities and qualifications of any employee will also be a determining factor. Employees who are laid off shall be placed on a recall list for twelve (12) months.

- 17.04 No new employees will be hired until regular employees who have been laid off remain on the seniority list, and are qualified and have the ability to fill the vacancy have been given an opportunity for re-employment.

17.05 Advance Notice of Layoff

Unless legislation is more favourable to the employees, the Corporation shall notify employees who are to be laid off thirty (30) working days prior to the effective date of layoff, or award pay in lieu thereof.

17.06 Grievance on Layoffs and Recalls

Grievance concerning layoffs and recalls shall be initiated at Step (b) of the Grievance Procedure.

**ARTICLE 18 - HOURS OF WORK**

18.01 Regular Working Day

(a) Outside Staff

The regular working day shall consist of seven and one-half (7-1/2) hours between the hours of 7:30 a.m. and 3:30 p.m. excluding a meal break of one-half (1/2) hour, and two (2) ten (10) minute coffee breaks inclusive of the hours of work.

Provided reasonable notice is given by the Corporation, outside employees may be required to work shifts other than the "regular working day" as defined in this Article for purposes of snow plowing/removal, salting, sanding and related intermittent winter work, always provided that at least sixteen (16) hours rest is given at a shift change and the total hours worked on any such shifts do not exceed those on a regular working day and fall within a regular work week as defined in this Article.

(b) Office Staff

The regular working day shall consist of seven (7) hours between the hours of 8:30 a.m. and 4:30 p.m. including a lunch period of one (1) hour exclusive of the hours and two (2) ten (10) minute coffee breaks inclusive of the hours of work.

(c) Recreation Staff

Recreation staff shall work a five (5) day, thirty-five (35) hour week. Such hours to include a one-half (1/2) hour lunch period and two (2) ten (10) minute coffee breaks per shift.

#### 18.02 Regular Work Week

The regular working week shall consist of five (5) working days, Monday to Friday inclusive, except the recreation staff which requires seven (7) day work week.

#### 18.03 Split Shifts

- (a) There shall be no split shifts for outside or office staff.
- (b) Due to the undesirability of working split shifts, the Corporation shall endeavour to eliminate split shifts for recreation staff. In the event a split shift is necessary and cannot be scheduled otherwise, employees shall be paid a split shift premium of fifty cents (\$0.50) per hour for all hours from the commencement of the shift prior to the split to the completion of the shift (including the hours of the split). In any event, all splits shall be completed within twelve (12) consecutive hours.

#### 18.04 Extra Hours

Prior to the utilizing Casual Employees, the Corporation shall attempt to contact qualified permanent part-time employees to offer them first refusal of the work.

### **ARTICLE 19 - OVERTIME**

19.01 Overtime rates shall be paid as follows:

- (a) Outside Staff
  - (i) Time and one-half (1-1/2x) the employee's regular hourly rate of pay for each of the first three and one-half (3-1/2) hours worked in excess of seven and one-half (7-1/2) hours in any one (1) day and double (2x) the employee's regular hourly rate of pay for each hour worked in excess of eleven (11) hours in any one (1) day, except however hours worked in addition to the initial seven and one-half (7-1/2) hours in any one (1) day between 9:00 p.m. and 7:30 a.m. which shall be paid at double (2x) time.
  - (ii) Time and one-half (1-1/2x) the employee's regular hourly rate of pay for each hour worked on a Saturday and double

- (2x) the employee's regular hourly rate of pay for each hour worked in excess of eleven (11) hours.
  - (iii) Double (2x) the employee's regular hourly rate of pay for each hour worked on Sunday or Statutory Holiday.
  - (iv) Overtime in accordance with Article 18 shall apply for all hours required to be worked during the sixteen (16) hour shift changeover period. Meal and coffee breaks shall be provided on such shifts in accordance with Clause 18.01. A shift premium of five percent (5%) above the regular hourly rate shall be paid for all such hours worked.
  - (v) Where an employee is called out at or before 3:30 a.m., all hours worked from call-out until end of shift shall be paid at double (2x) the employee's regular hourly rate.
  - (vi) Call-out time shall be paid at the above rates with a minimum of four (4) hour's pay except for burials on Saturdays, Sunday, or Statutory Holidays when the minimum shall be eight (8) hour's pay.
- (b) Office Staff
- (i) Time and one-half (1-1/2x) the employee's regular hourly rate of pay for each of the first three and one-half (3-1/2) hours worked in excess of seven (7) hours in any one (1) day and double (2x) the employee's regular hourly rate of pay for each hour worked in excess of eleven (11) in any one (1) day.
  - (ii) Time and one-half (1-1/2x) the employee's regular hourly rate of pay for each hour worked on a Saturday and double (2x) the employee's regular hourly rate of pay for each hour worked in excess of eleven (11) hours.
  - (iii) Double (2x) the employee's regular hourly rate of pay for each hour worked on Sunday or Statutory Holiday.
  - (iv) Call-out time shall be paid at the above rates with a minimum of four (4) hour's pay.

(c) Recreation Staff

- (i) Time and one-half (1-1/2x) the employee's regular hourly rate of pay for each of the first three and one-half (3-1/2) hours worked in excess of thirty-five (35) per week and double (2x) the employee's regular hourly rate of pay for each hour worked in excess of thirty-eight and one-half (38-1/2) per week.
- (ii) Double (2x) the employee's regular hourly rate of pay for each hour worked on the seventh (7<sup>th</sup>) day of the employee's week or Statutory Holiday.
- (iii) Call-out time shall be paid at the above rates with a minimum of four (4) hour's pay.

19.02 All overtime rates shall be paid on a bi-weekly basis, except as follows:

- (a) Employees may accumulate a maximum of the equivalent of seventy-five (75) hours of straight-time, EXCEPT Office and Recreation employees who may accumulate a maximum of the equivalent of seventy (70) hours of straight-time, and take such accumulated time as time off with pay;

(The payroll department will pay out any time over and above the seventy-five (75) hours or in the case of Office and Recreation seventy (70) hours.)

- (b) Time taken under Section (a) above shall only be taken at a time that does not interfere with scheduled work or cause an acute staff shortage as determined by their respective managers.

19.03 Standby

Employees in the Public Works Department shall be required to be available for call-out during non-working hours all year. When such employees have been designated for standby the following will apply:

- (a) pagers will be provided to the employee on standby;
- (b) standby will be rotated between all permanent Public Works employees;
- (c) employees designated for standby will be available for weekends (from 3:30 p.m. Friday to 7:30 a.m. [6:30 a.m. in winter] of the



next working day) and compensated one hundred sixty-six dollars forty cents (\$166.40) and two hundred thirty-six dollars twenty-five cents (\$236.25) in winter;

- (d) employees designated for standby on weeknights will be available from 3:30 p.m. to 7:30 a.m. Monday to Thursday [6:30 a.m. in winter] and compensated forty-one dollars sixty cents (\$41.60) per night and fifty-six dollars twenty-five cents (\$56.25) in winter;
- (e) employees designated for standby on Statutory Holidays will be paid at the rate of sixty-two dollars fifty cents (\$62.50) and ninety dollars (\$90.00) in winter;
- (f) employees who are called out to work while on standby shall be paid overtime rates pursuant to Sub-Section 19.01 (a) (vi).

## **ARTICLE 20 - STATUTORY HOLIDAYS**

20.01 Employees shall be entitled to the following Statutory Holidays with pay.

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

20.02 In addition to the foregoing, employees shall be entitled to any further Statutory Holidays as proclaimed by the Federal, Provincial or Municipal Governments. Employees shall also be entitled to one (1) "floating" Statutory Holiday per year until such time as an additional Statutory Holiday is proclaimed by the Federal, Provincial or Municipal Government.

20.03 The foregoing provisions shall not apply when said employee is laid off, on leave of absence or on Workers' Compensation.

20.04 Where any Statutory Holiday occurs on a Saturday, the preceding Friday shall be declared a Holiday in lieu of. When any Statutory Holiday occurs on a Sunday, the following Monday shall be declared a Holiday in lieu of.

20.05 Where any Statutory Holiday occurs on a day other than Monday or Friday then employees collectively through the Union, may have the option to work the Statutory Holiday and take the Holiday on either a Monday or

Friday. The choice of the employees shall be communicated to the Corporation by the Union at least two (2) weeks prior to the Statutory Holiday, if the choice is to be exercised.

20.06 With the exception of the situation referred to in Clause 20.05 above, employees working Statutory Holidays shall have the option of being paid or taking mutually agreeable time off in lieu.

20.07 With the exception of the situation referred to in Clause 20.05 above and notwithstanding Clause 20.06, individual employees shall have the right to take the actual Statutory Holiday off with pay, except scheduled recreation employees, unless a fully qualified replacement is available. However, in no event shall any employee be required to work Christmas Day, Boxing Day, New Year's Day or Good Friday.

## **ARTICLE 21 - VACATIONS**

### 21.01 Length of Vacation

(a) An employee shall receive an annual vacation with pay in accordance with their years of employment as follows:

Completion of one (1) year to five (5) years - fifteen (15) working days;

Completion of five (5) years - twenty (20) working days;

Completion of ten (10) years – twenty-five (25) working days;

Completion of fifteen (15) years – thirty (30) working days;

Completion of twenty-one (21) years - thirty-one (31) working days;

Completion of twenty-two (22) years - thirty-two (32) working days;

Completion of twenty-three (23) years - thirty-three (33) working days;

Completion of twenty-four (24) years - thirty-four (34) working days;

Completion of twenty-five (25) years - thirty-five (35) working days;

Completion of thirty (30) years - forty (40) working days.

- (b) Permanent Employees working less than full-time hours, vacation entitlement shall be pro-rated based on the employees' posted days of work per week.

#### 21.02 Minimum Vacations

Upon request, and during the first two (2) years of employment only, an employee with less than three (3) weeks vacation credit shall be granted sufficient leave of absence without pay to allow a minimum of three (3) weeks vacation per year.

#### 21.03 Banking Vacation Credits

Upon written request an employee entitled to three (3) weeks vacation or more may be permitted to bank up to a maximum of ten (10) working days annual vacation. The extended vacation to be taken during the next vacation year at the rate of pay prevailing at the time the vacation is taken. Such a request shall not be unreasonably refused.

21.04 Where a Statutory Holiday occurs while an employee is taking annual vacation, that employee shall be granted one (1) extra day off with pay in lieu of each such Holiday.

21.05 Any time lost while the employee is receiving Workers' Compensation benefits as a result of an accident while in the employ of the Corporation shall be included as though they were days worked for the purpose of calculating annual vacation entitlements.

#### 21.06 Vacation Pay on Termination

An employee terminating employment at any time in the vacation year, prior to using their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination.

#### 21.07 Vacation Pay on Retirement

On retirement an employee shall be entitled to the same vacation or vacation pay which would have been earned if the employee had continued in employment to the end of the calendar year.

21.08 Carry Over of Vacation

All unused vacation credits shall be carried over and attached to the following year's entitlement.

21.09 Schedule of Vacations

Vacation schedules shall be posted by May 1<sup>st</sup> of each year and shall not be changed without the consent of the affected employees. Any conflicts with respect to vacation periods shall be resolved on the basis of seniority, however with respect to summer vacations (June 30<sup>th</sup> to Labour Day) seniority shall prevail only with respect to vacations of three (3) weeks or less. At all other times employees shall be entitled to take their vacation in an unbroken period unless mutually agreed upon between the employee and the Corporation.

21.10 Illness during Vacation

If, during a period of annual vacation, an employee becomes sick, the employee shall be entitled to convert annual vacation to sick leave on presentation of a medical certificate.

Annual vacation that is converted to sick leave under the provisions of this Clause shall if time permits, be rescheduled by mutual consent within the same calendar year or paid out to the employee calculated at current wage rates.

**ARTICLE 22 - SICK LEAVE**

22.01 Employees shall be entitled to paid sick leave as follows:

- (a) Employees, after three (3) months continuous service, shall be entitled to sick leave on the basis of one and one-half (1-1/2) working days per month, effective from the first (1<sup>st</sup>) day of continuous service.
- (b) When in any year, an employee has not used a sick leave or only a portion thereof, they shall be entitled to an accrual of such sick leave for their future benefit up to a maximum of one hundred and twenty (120) days.

- (c) In the event a Permanent Employee reverts to Casual status, any sick days accumulated as a Permanent Employee shall be maintained in the employee's account and shall be available for sick leave usage as a Casual Employee.
- (d) In the event an employee exhausts their sick leave accrual in their sick bank, they shall be eligible, if they so choose, to use their vacation time and accumulated overtime. Notwithstanding the above no employee shall be required to use their vacation or accumulated overtime for this purpose.

22.02 An employee may be required to produce a medical certificate for any day that they are absent from their duties due to illness.

## **ARTICLE 23 - LEAVE OF ABSENCE**

### 23.01 Compassionate Leave

On satisfactory evidence an employee shall be granted compassionate leave with pay as follows:

- (a) up to five (5) working days in the case of death of a spouse, child or parent. Two (2) additional days shall be provided if travel is required outside Vancouver Island.
- (b) up to three (3) working days in the case of death of a brother, brother-in-law, sister, sister-in-law, parent-in-law, grandparent, grandchild, or relative residing with the employee at the time of death. Two (2) additional days shall be provided if travel is required outside Vancouver Island.
- (c) up to one (1) working day, depending on the distance involved, to attend a funeral as mourner.
- (d) in special cases more time may be granted at the discretion of the Corporation, and shall not be unreasonable denied.

### 23.02 Jury Duty

Any employee serving as a juror shall sign over their jury pay to the Corporation and they shall receive from the Corporation in lieu thereof, pay at their regular rate for the time for which their jury pay applies.

### 23.03 Witness Duty

An employee subpoenaed to act as a witness at a trial shall receive their usual wage subject to the employee signing over any witness fees received to the Corporation, with the exception of travelling expenses.

### 23.04 Time off for Union Business

The Officers of the Union or their appointees may, with the approval of the Corporate Administrative Officer, take time off without loss of pay when it is necessary to confer with the Corporation's officials regarding Union business. The Union agrees that requests under this Clause will be kept to a minimum.

### 23.05 Maternity and Parental Leave

- (a) To the employee, the following provisions shall apply, unless legislation is more favourable.

Upon written request, leave of absence without pay and without loss of seniority shall be granted for pregnancy to a maximum of six (6) months. The employee returning to work after maternity leave shall provide the Corporation with at least four (4) week's notice and on return from maternity leave, the employee shall be reinstated in all respects by the Corporation in the position previously occupied by the employee, or in a comparable position with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.

- (b) Employment During Pregnancy

The Corporation shall not deny a pregnant employee the right to continue employment during the period of pregnancy when their duties can reasonably be performed. The Corporation may require proof of the employee's capability to perform their normal work through the production of a medical certificate.

- (c) Length of Maternity Leave

Maternity leave shall cover a period up to six (6) months before or after the birth or adoption of a child. Where a doctor's certificate is provided stating that a longer period of maternity leave is required for health reasons, an extension up to maximum of one (1) additional year shall be allowed. General leave may be granted

where additional leave is required because of the health of the newborn child.

(d) Seniority Status During Maternity Leave

While on maternity leave an employee shall retain and accumulate their full employment status in connection with the seniority provision.

The services of an employee who is absent from work in accordance with this Clause shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Corporation shall continue to make payment to the plan in the same manner as if the employee were not absent where:

- (i) the Corporation pays the total cost of the plan, or
- (ii) the employee elects to continue to pay their share of the cost of a plan that is paid for jointly by the Corporation and the employee.

- (e) Where an employee has been granted leave of absence under this Clause, benefits will only be paid for the initial six (6) months maternity leave, and the extended leave shall be granted without benefits.

23.06 General Leave

The Corporation may grant leave of absence with or without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause. Such request to be in writing and approved by the Corporation.

23.07 Personal Emergency Leave

In a case of a confining or incapacitating illness of a member of the employee's immediate family where no one other than the employee can provide for the needs of the ill person, the Corporation may grant up to three (3) days leave. The required leave shall be deducted from the employee's accumulated sick leave credits.

## **ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES**

### 24.01 Payment of Wages

Employees shall be paid every second Friday for the pay period ending the previous Friday.

### 24.02 Wage Schedule

It is mutually agreed that the wage rates as outlined in Schedule "A" attached hereto and forming part of this Agreement constitutes the wage rates which shall be paid to employees of the Corporation. Additional pay may be given to employees for such things as first aid tickets.

### 24.03 Chargehand

When the Public Works Foreman considers it necessary for one (1) of the regular Corporation employees to be left solely in charge of a group of two (2) or more employees then the Corporation employee in charge will be paid two dollars fifty cents (\$2.50) per hour over and above their regular rate classification.

### 24.04 Pay on Temporary Transfer to a Higher Classification

When an employee is required to perform the duties of any position superior to that occupied by them for any reason, they shall receive increased pay for the period so worked at the minimum rate of pay for their superior, PROVIDED that such minimum is greater than already received and PROVIDED further that if an employee works for four (4) hours or more in a day at a higher classification they will receive the higher rate for the day.

24.05 Any employee required to work a shift other than day shift shall be paid a shift differential of one dollar fifty cents (\$1.50) per hour over and above their normal wage rate. For Public Works this means any hours on weekdays between 3:30 p.m. and 7:30 a.m. and for Office Staff on weekdays between 4:30 p.m. and midnight. This does not apply to Recreation Employees.



## **ARTICLE 25 - SEVERANCE PAY**

### 25.01 Severance Pay

All employees with ten (10) years of continuous employment and retiring under the terms of the "Pension (Municipal) Act" or upon leaving the service of the Corporation through ill health shall receive one (1) day's pay at the then current rate for each day of accumulated sick leave to a maximum of seventy-two (72) working days.

Employees leaving the service of the Corporation through ill health and qualifying for severance pay shall produce for the Corporation's satisfaction a medical certificate from a duly qualified practitioner indicating that they are unable through health reasons to continue in their position with the Corporation.

In the event of the death of any employee before retirement, a gratuity based on the unused balance of sick leave to a maximum of seventy-two (72) working days shall not be paid to an estate, but shall be paid to a surviving spouse, or in the event of there being no surviving spouse, be paid at the discretion of the Corporation to a child, brother, sister or parent of such employee who was dependent on the employee for support at the time of death. In the event of no surviving dependents it will automatically be paid to the estate.

25.02 It is further mutually agreed by both parties namely the Union and the Corporation that they be exempt from the provisions of the Public Sector Restraint Act, and in order to satisfy the legislative requirements hereby agree that a regular employee is entitled to choose severance pay following six (6) months of layoff. An employee must make their decision with regard to severance pay prior to the end of the twelfth (12<sup>th</sup>) month of layoff. Upon acceptance of severance pay all rights under the Collective Agreement are terminated.

In addition the parties agree that the following severance pay schedule shall apply in order to meet the legislative requirements.

- (a) Two (2) weeks pay for more than one (1) year's service but less than two (2) years consecutive service;
- (b) Four (4) weeks pay for more than two (2) years service but less than three (3) years consecutive service;

- (c) Six (6) weeks pay for more than three (3) years service but less than four (4) years consecutive service;
- (d) Eight (8) weeks pay for more than four (4) years service but less than five (5) years consecutive service;
- (e) Twelve (12) weeks pay for more than five (5) years service but less than six (6) years consecutive service;
- (f) Sixteen (16) weeks pay for more than six (6) years service but less than seven (7) years consecutive service;
- (g) Eighteen (18) weeks pay for more than seven (7) years service but less than eight (8) years consecutive service;
- (h) Twenty (20) weeks pay for more than eight (8) years service but less than nine (9) years consecutive service;
- (i) Twenty-two (22) weeks pay for more than nine (9) years service but less than ten (10) years consecutive service;
- (j) Twenty-four (24) weeks pay for more than ten (10) years service but less than twelve (12) years consecutive service;
- (k) Twenty-eight (28) weeks pay for more than twelve (12) years service but less than fifteen (15) years consecutive service;
- (l) Thirty (30) weeks pay for more than fifteen (15) years consecutive service;
- (m) Two (2) additional weeks pay for every year of consecutive service thereafter in excess of fifteen (15) years consecutive service.

## **ARTICLE 26 - JOB CLASSIFICATION AND RECLASSIFICATION**

### **26.01 Job Descriptions**

The Corporation 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.

## 26.02 Changes in Classification

The Corporation 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 Corporation 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. The new rate shall become retroactive to the time the new position was first filled by an employee or the date of change in job duties.

## **ARTICLE 27 - EMPLOYMENT BENEFITS**

27.01 The Corporation agrees to pay one hundred percent (100%) of the premiums of the following benefit programs on behalf of the employees. There will be no changes to the levels of coverage in the Group Benefit Programs without agreement of the Union.

- (a) Extended Health Care Plan, including Vision Care to a maximum benefit of two hundred fifty dollars (\$250.00) per family member in a two (2) year period and including hearing aid coverage once every two (2) years;
- (b) Medical Services Plan of B.C.;
- (c) Comprehensive Dental Care Benefits Plan as negotiated and defined by the Corporation on a yearly basis and to the extent that employees are not otherwise covered. The limit on orthodontic care is increased to a maximum of three thousand dollars (\$3,000.00).

27.02 The Corporation and the employee shall each pay fifty percent (50%) of the premiums of the Long Term Disability Insurance.

27.03 The employee agrees to pay one hundred percent (100%) of the premiums for Life Insurance and Accidental Death and Dismemberment Insurance coverage in excess of fifty thousand dollars (\$50,000.00). The Corporation agrees to pay the premium for the foregoing coverage up to fifty thousand dollars (\$50,000.00).

#### 27.04 Superannuation

- (a) All employees shall be covered by the terms of the "Pension (Municipal) Act" if qualified.
- (b) All Corporation employees shall be advised twelve (12) months in advance of the date of their Superannuation.
- (c) The Corporation shall maintain group Health, Dental and Life benefits for retirees at their option provided they pay the cost of the premium and subject to carrier approval.

27.05 Employees on sick leave or Workers' Compensation leave for a period longer than two (2) years shall no longer be eligible to accumulate vacation credits or bank sick leave. Such employees shall be deemed to be on layoff and shall be eligible to bump when medically fit to return to work to a position for which the employee is qualified. The Corporation may post their existing position.

#### 27.06 Supplementation of Compensation Award

- (a) Employees absent from duty due to injuries received while on duty shall receive full wages/salaries during such absence for a period not exceeding twelve (12) months for any one (1) accident, PROVIDED HOWEVER THAT:
  - (i) monies received from the Workers' Compensation Board shall be remitted to the Corporation during that period; and
  - (ii) one-quarter (1/4) of a day for each work day absent shall be deducted from accumulated sick leave. Should any compensable accident be of a longer duration than twelve (12) months, the following Section shall apply.
- (b) Should any compensable accident be of a longer duration than twelve (12) months any employee covered by this Agreement who is unable to work because of a disability resulting from an accident at work shall have their employment benefits identified in Sections 27.01 (a) (b) and (c) and Clause 27.03 paid by the Corporation until said employee returns to work or until judged medically unfit to resume their present occupation.
- (c) In the event of sickness of a permanent employee or of a permanent employee being injured during their employment with the Corporation or of a permanent employee being temporarily laid

off, the Corporation will continue to pay on behalf of such employee its share of the monthly premium identified in Sections 27.01 (a) (b) and (c) and Clause 27.03 while any such employee is on sick leave, including sick leave allotments from the sick leave bank, and further that the Corporation will continue to pay on behalf of such employee its share of the said contributions for a period of three (3) months immediately following the date of layoff or the date of the expiration of sick leave benefits up to a maximum of three (3) months in any twelve (12) month period, PROVIDED THAT in all cases the employee or the Union shall likewise continue the employee contributions under the said contracts.

#### 27.07 Benefits

The Corporation agrees to terminate the existing carriers, only when enrollment with the C.U.P.E. B.C. Division Benefits Plan provides equivalent or superior coverage through this Plan, and the Corporation agrees to remit premiums in accordance with the provisions of the Plan. Any savings as a result of changing Plans, and/or carrier shall be allocated to improving employment benefits.

#### 27.08 Demutualization

The Corporation agrees that should the existing benefit carrier demutualize, the resulting savings or rebates will be cost-shared with the employees receiving seventy-five percent (75%) of such savings. Those savings may be allocated towards improving employee benefits.

27.09 The Corporation and the Union shall create a benefit trust with the Corporation and the Union each having one (1) Representative. The Corporation agrees to appoint the Union's representative as joint consultant and "Joint Agent of Record" for all group benefits plan design, consulting and the purchase of all Employee Benefits from any source of supply of coverages defined in this Agreement including Administration Services ASO contracts and/or Third Party Administration.

## **ARTICLE 28 - SAFETY AND HEALTH**

- 28.01 The Union shall appoint its members to the Corporation's Safety Committee.
- 28.02 No employee shall be disciplined for refusal to work on a job, or handle equipment, which is unsafe.
- 28.03 The Safety and Health Committee shall investigate and report as soon as possible on the nature and causes of the accident or injury, in compliance with the Workers' Compensation Board regulations.
- 28.04 In the event an employee, in the course of their duties, is assaulted by a member of the public, the Health & Safety Committee will investigate and report to the Corporation. The Corporation will then take all necessary measures to address the victim's complaints and/or injuries to their satisfaction.

## **ARTICLE 29 - CONTRACTING OUT**

- 29.01 When any employee is required by the Corporation to perform duties for any outside agency or contractor they shall be paid by the Corporation the rate in effect which would normally be paid by the agency or contractor so long as the rate is not less than the rate provided for in this Agreement and providing there is no labour dispute involvement.
- 29.02 Restrictions on Contracting Out

In order to provide job security for the members of the bargaining unit, the Corporation agrees that all work or services performed by the employees shall not be contracted out to any other company or non-unit employee.

Janitorial services at the Cultural Centre shall be provided by members of the bargaining unit excluding the Senior's Centre and the Museum.

## **ARTICLE 30 - GENERAL CONDITIONS**

- 30.01 Bulletin Boards

The Corporation 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 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 Corporation and the Union.

### 30.03 Copies of Agreement

The Union and the Corporation desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason the Corporation shall print, at their own cost, sufficient copies of the Agreement in booklet form in a Union Shop within thirty (30) days of signing.

### 30.04 On Call Pay

The Corporation agrees to maintain its present rates and policy with respect to "On Call" except as will conflict with the provisions of this Agreement.

### 30.05 Clothing

#### (a) Clothing

The Corporation shall provide all uniforms required to be worn on duty. In addition the Corporation shall provide rainwear, rubber boots, gloves and laundry service coveralls for all outside employees including Casual Employees. The Corporation shall also supply the mechanics with three (3) pairs of coveralls yearly. Employees doing Sanitary Sewer maintenance shall be provided rubber hip waders.

#### (b) Recreation

The Corporation shall pay for the cost of gym wear and running shoes for employees who require same. Prior to purchasing a new pair, the employee will seek authorization from the Corporation.

(c) Footwear

The Corporation shall provide seventy-five percent (75%) of the cost of one (1) pair of safety footwear per annum to regular Public Works Department employees, which must comply with Workers' Compensation Board Regulations, with the Corporation's share being a maximum of one hundred dollars (\$100.00) per annum, payable upon submission of a receipt by an employee.

30.06 All employees will receive their remuneration for services through direct deposit at the financial institution of their choice.

## **ARTICLE 31 - TERM OF AGREEMENT**

### 31.01 Duration

This Agreement shall be binding and remain in full force and effect from the 1<sup>st</sup> day of January, 2007 until the 31<sup>st</sup> day of December, 2010 and shall continue while bona fide collective bargaining is under way, and from year-to-year thereafter as provided for in the Statutes of the Province of British Columbia.

### 31.02 Changes in Agreement

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

### 31.03 Notice of Changes

Either party desiring to propose changes to this Agreement shall, between the period of thirty (30) and ninety (90) days prior to the termination date, give notice in writing to the other party of the changes proposed. Within five (5) working days of receipt of such notice by one (1) party, the other party, is required to enter into negotiations for a new Agreement.

31.04 If negotiations extend beyond the anniversary date of the Agreement, both parties shall adhere fully to the provisions of this Agreement during the period of bona fide collective bargaining.



IN WITNESS WHEREOF the Corporate Seal of the Corporation has been hereunto affixed, attested by the hands of its proper Officers in that behalf and has been executed by the duly authorized Officers of the Union, the day and year first above written.

SIGNED ON BEHALF OF THE CORPORATION OF THE VILLAGE OF CUMBERLAND:

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Mayor - Fred Bates

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Corporate Administrative Officer - Anja Nurvo

SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #556:

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Mark Springford

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Teresa Allen

---

Margaret Robertson

---

CUPE National Representative - Trish Mack

/gn  
cope 491  
March 20, 2007

**SCHEDULE 'A'**  
**HOURLY RATES**

<b><u>PAY GRADE &amp; CLASSIFICATION</u></b>	<b><u>JAN. 1 2007</u></b>	<b><u>JAN. 1 2008</u></b>	<b><u>JAN. 1 2009</u></b>	<b><u>JAN. 1 2010</u></b>
Administration Clerk	25.38	26.14	26.92	27.79
Accounting Clerk	23.74	24.45	25.18	26.00
Clerk/Stenographer	21.63	22.28	22.95	23.70
Clerk/Receptionist	19.36	19.94	20.54	21.21
Janitor	18.72	19.28	19.86	20.51
Recreation Coordinator	20.78	21.40	22.04	22.76
Recreation Worker	18.72	19.28	19.86	20.51
Foreman/Coordinator	31.13	32.06	33.02	34.09
Truck Driver/Labourer	24.60	25.34	26.10	26.95
Equipment Operator	25.38	26.14	26.92	27.80
Public Works Chargehand	27.95	28.79	29.65	30.61
Operator/Mechanic	26.64	27.44	28.26	29.18
Utility Worker	24.98	25.73	26.50	27.36
Planner	31.28	32.22	33.19	34.27
Planner (1)	28.01	28.85	29.72	30.69
Animal Control Officer	23.69	24.40	25.13	25.95
C.R.I. Custodian	17.42	17.94	18.48	19.08
Student	14.06	14.48	14.91	15.40

**MEMORANDUM OF AGREEMENT**

BETWEEN:

The Corporation of the Village of Cumberland  
(hereinafter called the "Corporation")

AND:

Canadian Union of Public Employees, Local No. 556  
(hereinafter called the "Union")

**CLAUSE 30.04 - ON CALL PAY**

The parties agree that Clause 30.04 On Call Pay of the Collective Agreement shall be suspended and remain inoperative during the first year of this Agreement and shall remain suspended and inoperative in all future Agreements unless and until the parties agree to reactivate the Clause by mutual agreement in writing.

This Memorandum of Agreement shall be attached to and form part of this Collective Agreement effective on the date of signing of the Agreement.

Dated this \_\_\_\_\_ of \_\_\_\_\_, 2007 in the Village of Cumberland.

For the Corporation:

For the Union:

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

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

## LETTER OF AGREEMENT

BETWEEN:

The Corporation of the Village of Cumberland

AND:

Canadian Union of Public Employees, Local No. 556

The parties agree to the following work schedule from January 1, 2007 to December 31, 2007, to be reviewed at the end of this one (1) year period. Following mutual resolution of any concerns raised by either party, this Letter of Agreement shall be incorporated into the Collective Agreement.

Regular, daily and weekly hours:

- (a) The regular daily hours shall not commence before 7:00 a.m. nor finish later than 10:00 p.m. Monday to Saturday. Employees will only be scheduled for Saturdays, with two (2) week's notice, for the purposes of attending meetings. Scheduled breaks shall be mutually agreed between the employees and management.
- (b) The normal work period shall consist of seventy (70) hours over nine (9) days in a two (2) week pay period. A two (2) week pay period will consist of nine (9) days worked and one (1) earned day off (EDO).
- (c) The earned day off shall be scheduled to meet the operational needs of the department and may fall on any day between Monday to Friday, inclusive.
- (d) Every effort should be made to schedule medical and other appointments of a personal nature on an EDO.
- (e) A minimum of one (1) week's notice will be given if there are to be changes to an employee's daily start or end times.
- (f) Overtime will be calculated on a bi-weekly basis and will be incurred if an employee's work time exceeds seventy (70) hours.
- (g) The employee will have no banked time.

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(h) The following positions are covered by this Letter of Agreement:

- Planner
- Planner (1)

(i) The provisions of Clauses 18.01 (b), 19.01 (b) (i) & (ii), and 24.05 of the Collective Agreement do not apply to the positions covered by this Letter of Agreement, during the term of this Letter of Agreement.

Dated this \_\_\_\_\_ of \_\_\_\_\_, 2007 in the Village of Cumberland.

For the Corporation:

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

For the Union:

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