

COLLECTIVE AGREEMENT

BETWEEN

THE VILLAGE OF MONTROSE



AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2087**



March 1, 2008 – February 28, 2011

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PREAMBLE

In a small community, Council members are in public service just as municipal employees are. In this context, Council, management and unionised employees alike are expected to perform their specific duties honestly and willingly, to the best of their skill and ability. Council, management and unionised employees form a public service team. The purpose of this contract is not simply to establish minimum requirements, which an employee must meet in order to be entitled to pay and benefits. The purpose of this contract is to define working conditions and help resolve disputes that may arise in the work place, all for the purpose of providing good quality service to the community.

DEFINITIONS

"Service Date"

Referred to in this Agreement shall mean first day hired.

"Full-Time Employees"

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

"Regular Part-Time Employees"

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

"Casual Employees"

A Casual Employee shall mean any employee hired on an intermittent basis. Casual employees shall be entitled to seniority and other benefits as specified when they have completed ninety (90) days worked within a twelve (12) month period.

"Temporary Employees"

Employees hired for a specific period of time. Such employees shall accumulate seniority and other benefits of this Agreement, except as otherwise stated herein. On completion of the temporary position, all seniority shall cease.

"Week"

Means the regular working week for employees as per Article 11 - Hours of work.

"Month"

Means a calendar month.

"Year"

Means a period of twelve (12) months from one given date to another.

"Running Lunch"

Means a lunch to be eaten when conditions permit.

"Village"

Means the Village of Montrose.

"Union"

Means Canadian Union of Public Employees, Local 2087

ARTICLE 1 - RECOGNITION OF THE UNION

1.01 The Village recognises the Union as the exclusive bargaining agency for the purpose of conducting collective bargaining on all matters pertaining to rates of pay, hour of work, and all other working conditions, as long as the Union retains its right to conduct collective bargaining on behalf of the employees of the Village under the provisions of the Labour Code of British Columbia Act.

1.02 All employees of the Village who are Union members, as a condition of continued employment, shall remain members in good standing of the Union according to the constitution and bylaws of the Union. All new employees shall, as a condition of continued employment, become and remain members in good standing in the Union within thirty (30) days of employment. The Union will hold the Village blameless for any necessary action under this clause.

1.03 No Intimidation or Discrimination - Union Activities

The Village agrees there shall be no intimidation or discrimination against any employee by reason of his/her activities as a member of the Union and the Union agrees that there shall be no intimidation on its part against any employee of the Village.

1.04 Gender in Collective Agreement

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

1.05 No Discrimination/Harassment

- a) Neither the Union nor the Village in carrying out their obligations under this Agreement, shall discriminate in matters of hiring, training, promotions, transfer, layoff, discharge or otherwise because of race, colour, creed, national origin, age, sex or marital status, or for union activity.
- b) The Union and the Village recognise the right of employees to be treated fairly in an environment free of personal and sexual harassment. The Village shall make every reasonable effort to ensure that no person in his employ engages in harassment, or is harassed, in the workplace. The Parties agree that substantiated cases of harassment may be cause for discipline up to and including dismissal.

1.11 New Employee Acquaintance

The Village agrees to acquaint new employees with the fact that a Collective Agreement between the Parties is in effect and with the conditions of employment and allow the new employee an opportunity to meet with the Union Steward(s) on or shortly after employment.

1.12 The Village agrees that the Union shall have the right to appoint or elect one Union Steward for the Village as required by the Union, and the Union agrees to advise the Village, in writing, of such appointment.

1.13 The Village agrees that the Union shall have the right to maintain a bulletin board(s) in a conspicuous and convenient place(s), provided that the use of such shall be restricted to the posting of notices regarding the business affairs, meetings, social events and postings and reports of the Union.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Management and Direction of Workforce

The Management of the Village's business, the promotion, demotion and discharge for proper cause and the direction of the working forces including the hiring is vested exclusively in the Village except as may be otherwise specifically provided in this Agreement.

2.02 Rules and Regulations

The Union agrees that the Village has the right to make and alter from time to time, as the necessity arises, rules and regulations to be observed by all employees, which rules, regulations and/or amendments shall not be inconsistent with the provisions of this Agreement.

2.03 Communications - Rules and Regulations

All rules, regulations and/or amendments shall be communicated in writing to the Union.

2.04 Managerial Selections

The selection of Managerial/Supervisory personnel shall be entirely a matter for the discretion of the Village.

ARTICLE 3 – TECHNOLOGICAL CHANGE AND AUTOMATION

3.01 The purpose of this article is to preserve job security and stabilize employment and to protect as many regular employees as possible from loss of employment.

3.02 Notification of Change

Three (3) months before the proposed introduction of any technological change affecting two (2) or more employees, as defined by the statutes of British Columbia, the Village shall notify the Union of the proposed technological change.

3.03 Technological Displacement

During the term of this Agreement, any disputes arising in relation to adjustment of technological change shall be discussed between the bargaining representatives of the two (2) parties to this Agreement.

3.04 In the event that a regular employee is displaced, he/she shall be offered an opportunity to bid on jobs held by employees with less seniority, providing the displaced employee possesses the qualifications required of the job held by the junior employee.

3.05 Training Programs

The Village encourages the development and training of its employees.

- a) Where an employee decides to enter into a training program which is of potentially benefit to the Village, the Village may, at its discretion, provide training assistance in the form of time off with pay, or tuition, or books and related teaching aids, or any combination thereof.
- b) Where an employee decides to enter into an apprenticeship program in a trade where the Village employs a licensed journeyman, the Village may, at its discretion, provide assistance as defined in this paragraph.
- c) On being accepted as a journeyman apprentice by the appropriate provincial authorities, the employee's job classification shall be "(name of the trade) Apprentice" and the pay grade shall be that of "Utility Operator-In-Training" for the duration of the apprenticeship. The Village shall maintain the income level of a journeyman apprentice during the required attendance at the vocational school. An apprentice shall accrue seniority

and shall be entitled to Superannuation and to all other benefits enjoyed by the Village bargaining unit employees.

3.06 Severance Pay

No regular employee shall be released because of technological change except upon one (1) week's notice, pay included, for each year of service, with a maximum of four (4) weeks, during which time he/she shall be allowed up to five (5) hours per week with pay, for the purpose of job interviews. Not less than two (2) days prior to the expiration of the aforesaid period of notice, the employee shall inform the Village if he/she elects to receive severance pay as herein provided or whether he/she wishes to be laid off in accordance with this Agreement.

3.07 If an employee elects to receive severance pay, he/she shall lose seniority in accordance with this Agreement and, in the event he/she is rehired by the Village at a later date, he/she shall not again be entitled to severance pay as provided for in this Agreement.

3.08 The amount of severance pay entitlement of an employee pursuant to this Article shall be on (1) month pay at regular rates for each three (3) full years of service completed by the employee. The severance pay shall not be less than one (1) month's pay or more than three (3) month's pay.

3.09 No New Employees

No additional employees under this Article shall be hired by the Village until the provisions of Article 3.04 have been met.

3.10 Notwithstanding anything contained elsewhere in this Agreement, any employee laid off two (2) months or more, prior to the proposed introduction of technological change, shall be deemed not to be affected by the technological change and therefore shall not be eligible to any entitlements as described in this Article.

ARTICLE 4 - DISCUSSION OF DIFFERENCES

4.01 The Village shall arrange periodic meetings with its employees to matters concerning labour relations and general matters concerning or affecting the Village operations.

4.02 The Union shall appoint and maintain a committee to be called the "General Grievance Committee" comprised of persons who are employees of the Village and/or a Representative of the Canadian Union of Public Employees. The Union shall inform the Village of the individual membership of the Committee.

4.03 Time Spent

The Village agrees that time spent in investigating and settling disputes during working hours involving its employees by the Union Steward shall be considered as time worked. The Union agrees to advise the Village in writing of the names of the Steward.

4.04 Time Off to Union Officers

The Village agrees to grant time off with pay during any working day to Officers of the Union in order to attend meetings with representatives of Management of the Village, provided that not less than four (4) hours' notice be given to his/her immediate supervisor by the Officer(s) of the Union so requesting the time off. The Union shall supply the Village with a written list of the names of its Officers for this purpose and inform the Village of any changes to this list.

4.05 Meetings and Investigations

The Village and the Union agree that all meetings and investigations under Articles 5.03 & 5.04 will be conducted as expeditiously as possible. The parties agree to keep the number of persons attending such meetings to a minimum permissible by the Villages operations.

ARTICLE 5 - GRIEVANCE PROCEDURE

5.01 Procedure

In the event of an employee having a grievance, the settlement of said grievance shall be handled under the following procedures:

5.02 STAGE 1

Within thirty (30) working days after the alleged grievance has arisen or within thirty (30) working days from the time the employee(s) should reasonably have known of the occurrence giving rise to the grievance, the employee(s) concerned, in person, with or without their Union Steward in attendance, as desired, may present the grievance, which shall be stated in writing, to the Administrator. Failing to reach a satisfactory settlement within five (5) working days, the employee(s) may proceed to Stage 2.

5.03 STAGE 2

The employee or employees concerned, with their Union Steward or Officer in attendance, shall meet with the Village Council or a Committee appointed for the purpose by Council and shall submit the grievance. Failing to reach a satisfactory settlement of the dispute within two (2) weeks after submission to the Village Council, the dispute may be submitted to Stage 3.

5.04 STAGE 3

The dispute shall be submitted to a Board of Arbitration. All replies to grievances shall be in writing at all stages.

5.05 Time Limits

The time limits in the above article may be varied and/or extended only by mutual Agreement between the Parties.

5.06 General Application

Where a dispute involves a question of general application, the Village and the Union may agree to bypass Stage 1 and 2.

5.07 The Village shall have the right to submit any dispute regarding the interpretation of or violation of this Agreement to the Executive Officers of the Union. Failing a satisfactory settlement within five (5) days of the submission, the Village shall have the right, upon giving five (5) days' notice in writing to the Union, to refer the dispute to a Board of Arbitration constituted in accordance with this Article.

ARTICLE 6 - BOARD OF ARBITRATION

6.01 Board of Arbitration

The Board of Arbitration shall consist of three (3) members: one (1) to be selected by the Village; one (1) to be selected by the Union; and a third mutually acceptable person who shall act as Chairman, to be chosen by the two (2) persons thus selected.

6.02 Minister of Labour to Appoint

In the event that the Village and the Union are unable to agree upon the selection of the third member of the Board, the Minister of Labour shall be requested to appoint such member.

6.03 Board of Arbitration Decision

The decision of the Board of Arbitration, with respect to an interpretation or alleged violation of this Agreement, shall be final and binding upon the Parties.

6.04 Each Party shall bear the expenses of the Arbitrator appointed by such Party, and shall pay one-half (1/2) of the expenses of the Chairman.

ARTICLE 7 – SENIORITY

7.01 Seniority Defined

Seniority is defined as the length of service in the bargaining unit and shall operate on a bargaining-unit-wide basis unless specified elsewhere in this Agreement. Seniority accumulates when employee reaches "regular" status. Date of hire will determine seniority.

7.02 The Village shall maintain a seniority list showing each employee's date of employment and commencement date of seniority accrual.

7.03 Entitlements

- a) From the date of hiring, employees shall be on probation for a period of ninety (90) days. During this period, employees shall be entitled to all rights and benefits, unless specified elsewhere in this Agreement.
- b) After forty (40) days worked, the employee and the Union will be informed in writing if there are any concerns regarding successful completion of the probation period.
- c) Upon satisfactory completion of the probation period service, the employee shall be declared permanent. However, in the event the employee proves unsatisfactory in the position during the probationary period, the Village may, at their discretion, and with consultation with the Union, perform either of the following activities:
 1. Extend the probationary period of services as deemed required, to a maximum of ninety (days, or)
 2. Terminate the employee.

7.04 Effective Date of Seniority

On completion of the probationary period, seniority shall be effective from the original date of employment, unless otherwise specified in this Agreement.

7.05 Seniority Determining Factor

The Village shall determine competency, efficiency and ability in a fair and equitable manner. Where skill, performance and ability of competing employees are equal, the more senior employee shall be given preference.

7.06 Seniority/Layoff/Bumping

Both Parties recognise that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their bargaining-unit wide seniority, subject to qualifications and ability to perform the work of the classification. An employee about to be laid off shall be allowed to exercise their seniority to bump an employee with less seniority in any classification provided he/she is capable of performing the job. Employees wishing to exercise their bumping rights must do so within five (5) work days of being notified of their lay-off.

ARTICLE 8 – INCREASE & DECREASE IN WORK FORCE

8.01 Additional Employees

This Collective Agreement applies to a workforce of a minimum of three (3) full-time employees as well as full and part-time employees of the Village. In the event that the Village should hire one (1) or more additional full-time or part-time bargaining unit employees, the Village and the Union will jointly review the agreement and negotiate such additional provisions relating, but not limited to:

- a) promotions and demotions
- b) transfers
- c) layoff and bumping

as may be deemed necessary in the context of the expanded workforce.

8.02 Lay-off Notification

Unless legislation is more favourable to the employees, the Village shall notify employees who are to be laid off, ten (10) working days prior to the effective date of lay-off.

8.03 Ability to Perform Work

- a) Subject to their ability to perform the work, employees shall be recalled in order of their seniority. The Village shall notify the employee(s) by registered mail and give ten (10) days' notice of the recall.
- b) An Employee recalled for casual work or employment for a short duration at a time when he/she is employed elsewhere, shall not lose recall rights under this article for his/her refusal to return to work.

8.04 No Loss of Seniority

An employee shall not lose seniority rights if he/she is absent from work because of sickness, accident, lay-off or leave of absence approved by the Village.

8.05 Loss of Seniority

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

- a) He/she is discharged for just cause and is not reinstated.
- b) He/she resigns in writing and does not withdraw the resignation within two (2) days.
- c) Unless prevented from doing so due to sickness, injury or other just cause, he/she is absent from work in excess of five (5) working days without notifying the Village.

8.06 No Loss of Seniority - Authorised Time Off

Where the Village grants time off or a leave of absence pursuant to Article 10 to an employee, such employee shall not lose seniority rights and shall be entitled to return to the job held prior to the time off or leave of absence.

8.07 Grievances concerning lay-offs and recalls shall be initiated at Stage 2 of the Grievance Procedure.

ARTICLE 9 - JOB DESCRIPTION, POSTING AND VACANCIES

9.01 Job Descriptions - All Positions

Job descriptions are set out in Schedule "B" and shall not be changed, nor shall the jobs themselves be altered, without the agreement of the union.

9.02 Job Descriptions – New Positions

- a) Consistent with the intent of Article 8.01, the job description and rate of pay for any new position shall be negotiated with the Union prior to its implementation.
- b) In the event operational conditions require the Village to hire an additional full-time employee prior to an agreement being reached on a job description and/or rate of pay, such job description and/or rate of pay shall be mutually agreed to within 90 days and shall take effect on the day an additional employee is hired.
- c) In the event a job description and/or rate of pay is not agreed to as required under this article, the disagreement shall be resolved pursuant to Article 5.04 or this agreement.

9.03 Notification and Posting

When a vacancy occurs or a new position is created inside of the bargaining unit, the Village shall immediately notify the Union in writing and post notice of the position on the Village's bulletin boards for a minimum of one (1) week.

9.04 Information of Posting/Vacancy

Such notice shall contain the following information: Nature of position, qualifications, skills, knowledge and education required, shift, wage or salary rate or range and the closing date for applications to the position. The Village will ensure that all postings are open to both male and female applicants and that qualifications are not established in a discriminatory manner.

9.05 No Outside Advertising

No outside advertisement for any vacancy within the bargaining unit shall be placed until the notice period in article 9.07 has elapsed.

9.06 Processing and Filling of Vacancies/Appointments

Following the processing of applications, the Village shall conduct interviews for those employees meeting the posted requirements to determine if one of the applicants meets the Village's requirement for the vacancy or appointment.

9.07 Extended Absence of Permanent Employee

When a permanent employee is absent from work for thirty (30) days, his/her position shall be posted as a temporary position for as long as the employee is absent. When the permanent employee returns his/her replacement shall be laid off. The replacement employee shall be entitled to the benefits of a permanent employee.

9.08 Qualifying Period

The employee shall be considered as a qualifying employee in his/her new position for a period of sixty (60) working days. After thirty (30) days worked, the employee and the Union will be informed in writing if there are any concerns regarding successful completion of the qualifying period. In the event the successful applicant proves unsatisfactory in the position during the qualifying period, he/she shall be returned to his/her former position and wage rate without loss of seniority.

The Village may, at their discretion, and with consultation with the Union extend this qualifying period by mutual agreement to a maximum of sixty (60) working days.

9.09 Job Security

- a) No employee in the bargaining unit shall be laid off or suffer a loss of hours of work or pay as a result of the contracting out of bargaining unit work.
- b) The Village retains the right to contract out work.

ARTICLE 10 - LEAVE OF ABSENCE

10.01 The Village may, at its sole discretion, grant an employee leave of absence, without pay and without loss of seniority.

10.02 Leave of Absence - Collective Bargaining

Two (2) bargaining representatives in the employ of the Village shall have the privilege of attending collective bargaining meetings, if held during regular working hours, without loss of remuneration. One (1) representative will be an inside employee and the other an outside employee. Collective bargaining, where used in this Section, means the negotiation of a new agreement, if any, to supersede this Agreement.

10.03 Leave of Absence - Union Officers

The Village agrees to grant a leave of absence to Union members, without pay, to attend labour seminars or labour conventions up to a maximum of ten (10) calendar days per year, provided that at least two (2) weeks notice in writing is given to the Chief Administrative Officer, and provided that a suitable substitute can be secured by the Village.

10.04 Funeral Leave

The Village shall grant an employee:

- a) One (1) day leave of absence with pay to serve as a pall bearer;
- b) One half (1/2) day leave of absence with pay to attend the funeral of a member of the community;
- c) An employee shall be granted three (3) regularly scheduled consecutive work days' leave, without loss of pay and benefits, in the case of death within the province, of a parent, wife, husband, common-law spouse, brother, sister, child, mother-in-law, father-in-law, grandparent, grandchild, sister-in-law and brother-in-law and spouses' grandparents. Where the burial occurs outside the province, such leave shall be five (5) days.
- d) An employee shall be granted one (1) days' leave, without loss of pay and benefits, in the case of death of an aunt, uncle, niece, or nephew.

10.05 Educational Leave

Where the Village requests an employee to enrol in an educational program or course, such employee shall be entitled to leave of absence, with pay and without loss of seniority and benefits, to write examinations to upgrade his/her employment qualifications for the Village.

10.06 Juror/Witness Leave

The Village shall grant leave of absence without loss of seniority benefits to an employee when subpoenaed as a juror or witness in any court. The Village shall pay such an employee the difference between his/her normal earnings and the payment he/she 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 of pay received. Time spent by an employee 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.

10.07 Special Leave

The Village may grant employees special leave of absence with pay and without loss of seniority and benefits in the event of a flood, fire or other natural disaster affecting an employee's home. The Village shall not unreasonably deny a request for such leave.

10.08 Medical Care Leave - Sick Leave Deduction

Employees shall be allowed up to three (3) days per annum paid leave of absence in order to engage in personal preventative medical health and dental care provided that such days shall be charged against the employee's sick leave. On request, employees may be required to show proof of medical or dental care.

10.09 Family Care Leave - Sick Leave Deduction

In case of the care, health or education of a child in the employee's care or the care or health of any other member of the employee's immediate family, employees shall be allowed to use up to three (3) days per year from their sick leave bank. For the purpose of this clause "immediate family member(s)" is defined in Article 10.04 (c).

ARTICLE 11 - HOURS OF WORK, OVERTIME AND WAGES

11.01 Works Department

The regular hours of work for the works department shall consist of two distinct weekly schedules to be worked in alternating cycles.

Public Works Week "A"

- a) Monday to Friday, 8 hours per day worked between 7 AM and 4:30 PM with a 30-minute lunch break.
- b) At some point between the hours of 2:00 PM Saturday and 10 AM Sunday, an employee on Week "A" shall perform a prescribed inspection of the Village sewage treatment facility and perform such maintenance work at the sewage treatment plant as may be indicated by such inspection.

The inspection and related maintenance work shall be deemed as a call-out pursuant to Article 11.08.

Public Works Week "B"

- c) Employees will bank their call-out time (pursuant to Article 11.01 b) and will work a 4-day week when the banked time equals 8 hours. The 4-day week will be scheduled as Monday to Thursday, eight (8) hours per day worked between 7 AM and 4:30 PM with a 30-minute lunch break, unless mutually agreed with the Village.

11.02 Administration Department

The regular working week for the Office Staff is four (4) days per week, 8 hours per day worked between 7 AM and 4:30 PM with a 60 minute lunch break, for a total of thirty-two (32) hours per week.

11.03 Operator-In-Training and Casual Employees

The Village may establish such shifts as may be deemed necessary by the Village from time to time, provided that a regular shift shall not exceed 8 hours per day and that, where a shift exceeds four hours, a meal break of not less than 30 minutes be provided.

11.04 Eating Allowance for Extended Hours

An employee required to work for more than ten (10) continuous hours in one day shall be entitled to a lunch not to exceed a value of twelve dollars and fifty cents (\$12.50) provided by the Village.

11.05 Overtime

All overtime shall be paid at the rate of one and one-half (1½) times the regular rate of pay after 8 hours per day or 40 hours per week.

11.06 All time worked in excess of the hours of work stipulated in articles 11.01 and 11.02 shall be considered as overtime.

- 11.07 a) Overtime shall be paid in conjunction with and in addition to regular wages.
- b) At the discretion of an employee, overtime may be banked at the rate it was accrued provided that the maximum banked overtime credits shall not exceed 40 hours.

11.08 Call Out Rate of Pay

An employee called out to work at any time other than an employee's regular shift shall be paid for a minimum of four (4) hours at the regular rate of pay or at the applicable rate of overtime, whichever is the greater.

11.09 On Call

The Village may require an employee to remain on call on certain weekends to ensure the maintenance of Village services. Payment for employees on call shall be:

- a) four (4) hours regular pay for Saturdays;
- b) four (4) hours regular pay for Sundays;
- c) four (4) hours regular pay for statutory holidays.

11.10 Pay Schedule

Pay days will be bi-weekly or semi-monthly at the discretion of the Village.

11.11 Dirt Pay

An employee assigned to work on cleaning or maintaining an open sewer or garbage duty shall receive a pay rate differential of fifty cents (\$0.50) per hour in addition to his or her regular rate of pay.

ARTICLE 12 - STATUTORY HOLIDAYS AND ANNUAL VACATIONS

12.01 List of Holidays Paid and Rate of Pay

An employee shall receive pay at the rate that he was paid on his last previous scheduled working day, exclusive of premiums and differentials, providing that he works his full regular shift in the same position previous to and following such statutory holidays. When any such holiday falls on a Saturday or Sunday, the Village and the employees shall designate a mutually acceptable alternate date (Friday or Monday) on which to observe the statutory holiday.

12.02 Statutory Holiday Recognition

The recognised Statutory Holidays shall be as follows:

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

and all days proclaimed by Provincial or Federal Government.

12.03 All work performed on any Statutory Holiday listed in this Article shall be paid for at the applicable rate of overtime pay for the work performed by the employee, in addition to the pay due for the Statutory Holiday.

12.04 Entitlement

Full-time or regular part-time employee having been in the service of the Village for less than one (1) year, and all casual and temporary employees shall receive vacation pay pursuant the Employment Standards of British Columbia.

12.05 Vacation Entitlements

a) All full-time and regular part-time employees shall be credited and granted vacations earned up to their anniversary day as follows:

- | | |
|---------------------------------|-------------------|
| - 1 year of completed service | - three (3) weeks |
| - 5 years of completed service | - four (4) weeks |
| - 11 years of completed service | - five (5) weeks |
| - 18 years of completed service | - six (6) weeks |

- b) Beginning with the 25th anniversary of employment, and on every 5th employment anniversary thereafter, full-time and regular part-time employees shall be entitled to a one week vacation bonus to be taken at any time at the discretion of the employee during the 5-year period following the anniversary.

12.06 Floating Statutory Holidays

- a) All full-time employees shall be entitled to three Floating Statutory Holidays per year. Regular part-time employees shall be entitled to one (1) Floating Statutory Holiday per year.
- b) Employees who have not obtained seniority with the Village shall be entitled to one (1) floating holiday during each calendar year if he/she has worked thirty (30) days, continuous or broken, in that year.

12.07 Statutory Holiday - Scheduled Day Off

When any of the above-noted 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 arranged by mutual agreement.

12.08 Statutory Holiday - Vacation

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

12.09 Vacation and WCB Benefits

An employee who receives W.C.B. benefits will not receive more than fifty-two (52) weeks' pay in a fifty-two (52) week period from the combination of W.C.B. payments and vacation entitlement.

12.10 Vacation Carry Over

- a) Vacations shall be taken during the calendar year following the year in which vacation credits were earned. An extension of one (1) year to this time limitation may be approved by the Village on application by an employee.

- b) Any unused vacation credit remaining at the close of a calendar year shall be taken by an employee within the year immediately following the year such holiday were intended for.

12.11 Vacation - 2 or more employees

Where two (2) or more employees in the same department bid on the same vacation period and operational requirements permit only one (1) employee to take that vacation period, then the most senior employee shall have his/her choice of that period.

ARTICLE 13- GENERAL PROVISIONS AND CONDITIONS OF EMPLOYMENT

13.01 Safety Boots

The Village shall pay, on proof of purchase, one hundred percent (100%) towards the purchase of safety boots to a maximum of two hundred and fifty dollars (\$250) per year per regular full-time outside employee.

13.02 Job Qualifications

Where the Village is obligated to employ a person holding a certificate for the purpose of performing required work, the Village shall pay:

- a) the regular hourly rate for the time an employee is absent from the work site to attend a required course and/or exam, and the full cost of course material, examination fees, and travel expenses on the employee's first attempt to obtain a certificate;
- b) two-thirds (2/3) of the regular hourly rate for the time an employee is absent from the work site to attend a required course and/or exam, and two-thirds (2/3) of the examination fees, and travel expenses on the employee's second attempt to obtain a certificate;
- c) one-third (1/3) of the regular hourly rate for the time an employee is absent from the work site to attend a required course and/or exam, and one-third (1/3) of the cost of examination fees, and travel expenses on the employee's first attempt to obtain a certificate.

13.03 Where an employee fails to qualify for a required certificate after three attempts, such employee shall be deemed to no longer hold the required qualifications for his or her position.

ARTICLE 14 - SICK LEAVE

14.01 Definition of Sick Leave

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled because of an accident for which compensation is not payable under the Workers' Compensation Act.

14.02 Sick Leave Credit

Rate of one and one half (1½) days per month to a maximum of one hundred (150) days.

14.03 Sick Leave Pay

In the event of illness as defined in article 14.01, a full-time or regular part-time employee shall receive a full day's pay at the base rate (exclusive of all differentials) received on the last working day prior to such illness subject to the following conditions:

- a) when an employee has an accumulated balance of thirty (30) days of sick leave, sick leave shall be paid beginning with the first day of sickness;
- b) when an employee has an accumulated balance of less than thirty (30) days of sick leave, sick leave shall be paid at the rate of ½ days per day for the first two (2) days of sickness;
- c) base rate means the rate of the position to which the employee is regularly posted.

14.04 Deduction - Sick Leave Bank

A deduction shall be made from the sick leave bank for all normal working days absent for sick leave.

14.05 Sick Leave Records

By January 31st of each calendar year the Village shall advise each employee, in writing, of the amount of sick leave remaining in the Sick Leave Bank.

14.06 Proof of Illness

An employee may be required to produce a certificate from a medical practitioner or a specialist for any illness in excess of three (3) working days certifying that he/she was unable to carry out his/her duties due to illness.

14.07 Sick Leave - Lay Off and Recall - No Credits

When an employee is laid off on account of lack of work, he/she shall not receive sick leave credits for the period of such absence but shall retain his/her cumulative credit, if any, existing at the time of such lay-off.

14.08 Sick Leave - Recalled Employees

Laid off employees who have been recalled under the provisions of Article 8.21, shall be eligible for sick leave pay provided:

- a) that the illness occurs during their period of employment with the Village and that they are scheduled to work on the days for which sick leave is claimed.
- b) that such sick leave shall cease on the day on which they would otherwise have been laid off.

14.09 Continuation of Benefits - Laid Off Period

The Village agrees to pay the full coverage for all employees benefit plans for employees laid off for periods of less than three (3) months. In the event of a longer lay-off, employees so affected shall have the right to continue this coverage through direct payments for a further nine (9) months.

14.10 Workers' Compensation Pay Supplement

- a) An employee prevented from performing his/her regular work with on account of an occupational accident that is covered by the Workers' Compensation Act shall continue to receive from the Village, pending a settlement of the insurable claim, pay at the rate of 75% of his/her regular rate of pay and benefits, subject to necessary adjustments.
- b) In order to continue receiving his/her regular salary the employee shall assign his/her compensation cheque to the Village.
- c) In return, the Village shall indicate the amount received from the Compensation Board on the Employee's income tax (T-4) form.

14.11 Sick Leave Payout – Retirement

All employees shall, upon retirement, pursuant to the provisions of the Municipal Superannuation Act, become eligible for and receive a cash gratuity payment, at the employees current base rate of pay, based on the following percentage of their accumulated sick leave, if any, on the following scale: after five (5) years of service, twenty percent (20%) and an additional two percent (2%) per year thereafter to a maximum of one hundred and fifty (150) working days.

ARTICLE 15 - MATERNITY/PARENTAL/ADOPTION LEAVE

15.01 Maternity Leave

On completion of the probationary period, a full-time or regular part-time employee shall qualify for Maternity Leave and the Village shall not deny the pregnant employee the right to continue employment during the pregnancy.

15.02 Full Employment Status

A full-time or regular part-time employee shall retain full employment status and accumulate all benefits of this Agreement while on Maternity Leave.

15.03 Pregnancy Leave

- (1) A pregnant employee who requests leave under this Article is entitled to up to seventeen (17) consecutive weeks of unpaid leave.
 - (a) Beginning
 - (i) no earlier than eleven (11) weeks before the expected birth date, and
 - (ii) no later than the actual birth date, and
 - (b) Ending
 - (i) no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and
 - (ii) no later than seventeen (17) weeks after the actual birth date.
- (2) An employee who requests leave under this Article after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
- (3) An employee is entitled up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under Article 15.03 (1) or (2).

- (4) A request for leave must:
 - (a) be given in writing to the Village,
 - (b) if the request is made during the pregnancy, be given to the Village at least four (4) weeks before the day the employee proposes to begin leave, and
 - (c) if required by the Village, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under Article 15.03 (3).
- (5) A request for a shorter period under Article 15.03 (1) (b) (i) must
 - (a) be given in writing to the Village at least one week before the date the employee proposes to return to work, and
 - (b) if required by the Village, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

15.04 Parental Leave

- (1) An employee who requests parental leave under this Article is entitled to,
 - (a) for a birth mother who takes leave under Article 15.03 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Article 15.03 unless the Village and employee agree otherwise.
 - (b) for a birth mother who does not take leave under Article 15.03 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event,
 - (c) for a birth father, up to thirty-seven (37) consecutive weeks beginning after the child's birth and within fifty-two (52) weeks after that event, and
 - (d) for an adopting parent, up to thirty-seven (37) consecutive weeks of unpaid leave beginning within fifty-two (52) weeks after the child is placed with the parent.

- (2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under Article 15.03 (1).
- (3) A request for leave must
 - (a) be given in writing to the Village,
 - (b) if the request is for leave under Article 15.03 (1) (a), (b) or (c), be given to the Village at least four (4) weeks before the employee proposes to begin leave, and
 - (c) if required by the Village, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- (4) An employee's combined entitlement to leave under Article 15 is limited to fifty-two (52) weeks plus any additional leave the employee is entitled to under Articles 15.03 (3) or 15.04 (2).

15.05 Notice of Return

A regular permanent employee shall give the Village at least two (2) weeks notice/advice of her return to work after Maternity Leave of Absence and she shall be returned to her former position, however, if her former position no longer exists, then she shall be placed in an equivalent position.

ARTICLE 16 - BENEFITS AND HEALTH CARE PLANS

16.01 Superannuation

All eligible full-time or regular part-time employees shall apply for Superannuation in conformity with the Municipal Superannuation Act of British Columbia.

16.02 Employment Insurance

The Village agrees that all employees shall remain insurable under the Employment Insurance Act.

16.03 Group Life Insurance/A.D. & D

The Village shall contribute 100% of the actual cost of the premiums for a Group Life Insurance, which shall include:

- a) Life Insurance coverage of two times (2x) the employee's annual earnings.
- b) Accidental death and Dismemberment coverage of two times (2x) the employee's annual earnings.

16.04 Medical Plans

The Village shall pay the actual cost of the monthly premium per employee per month, for both married and single employees, covering membership in a mutually approved medical plan, including the basic B.C. Medical Plan, Extended Health Benefit Plan, provided that any change in the coverage would involve the entire group of Village employees.

If an employee wishes not to participate in the Village's Medical Plan, the employee may be reimbursed for such costs associated with the service provision, having both the consent of the Village and proof of current coverage.

An employee may participate in the Village's Medical Plan at any time, and any benefit the employee may receive as outlined above, will be pro-rated during the current calendar year.

16.05 Medical Plan: Vision Care Benefit

All eligible full-time and regular part-time employees shall be entitled to participate in a vision care benefit as part of the Extended Health Benefit Plan. The benefit

shall provide a coverage of three hundred and fifty dollars (\$350) every eighteen (18) months.

The Village shall contribute 100% of the total cost of the premiums for the Vision Care Benefit including the cost of the exam.

16.06 Dental Plan - Eligibility

All eligible full-time and regular part-time employees shall participate in a Dental Plan covering:

- 80% cost of Plan "A" - unlimited
- 80% cost of Plan "B" - unlimited
- 60% cost of Plan "C" - maximum \$3000

Dental premiums paid 100% by the Village.

16.07 Long Term Disability

A benefit of 67% of monthly earnings to maximum of three thousand five hundred dollars (\$3,500.00) after elimination period of ninety (90) days. This benefit is reduced by any WCB and CPP. Premiums paid by the Village.

16.08 Employee Assistance Program

The parties recognise the current operation of an employee assistance program. Both parties recognise the benefits of the continued operation of this program. The Village agrees not to make any changes in the current policy without prior consultation with the Union.

16.09 Same Sex Spousal Benefits

The Village agrees where the benefit carrier recognises and when an employee applies, coverage for same sex spouse will be provided.

ARTICLE 17 – SAFETY

17.01 Meetings

The Chief Administrative Officer and all employees shall hold a safety meeting every three months at the call of the Chief Administrative Officer and shall discuss, recommend and record all action necessary to improve hazardous conditions at the workplace.

17.02 Minutes

Minutes of all safety meetings shall be kept and copies of such minutes shall be sent to the Union and to the Workers' Compensation Board and a copy shall be posted on the bulletin boards.

17.03 Time Spent on Safety Meetings

Time spent on safety meetings shall be considered as time worked, and the employees shall be paid at their regular hourly rates of pay.

ARTICLE 18 - TRAINING AND DEVELOPMENT

18.01 Job Training Opportunities

The Village shall establish a system of on-the-job training in order to upgrade the knowledge and skills of employees. Employees shall be allowed reasonable opportunities to learn the work of equal or higher positions during regular working hours. Opportunities for training shall be allocated according to seniority. Time spent in training will, for purposes of salary and benefits, be considered to be time worked.

18.02 Training Courses

The Village encourages employees to take training courses that relate to Village operations. Where an employee agrees to take a training course suggested by the Village, the Village will compensate the employee for all tuition fees, textbooks and other related expenses for the course taken. Where an employee volunteers to take a course related to Village operations, the Village shall compensate such employee for all tuition fees, textbooks and other related expenses for the course taken on successful completion of the course by the employee.

ARTICLE 19 - WAGE SCHEDULES, ATTACHMENTS AND ADDENDUM

19.01 Schedules Etc

Employees shall be compensated in accordance with the applicable Wage Schedule, Attachments and Addendum appended to this Agreement.

ARTICLE 20 – VARIATIONS

20.01 Changes - Mutual Agreement

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

20.02 Changes - Letter of Understanding

All changes to be made as a Letter of Understanding/Agreement shall be signed by both the Village Mayor, Chief Administrative Officer, one (1) member of the Union Executive, one (1) inside employee and one (1) outside employee. All Letters of Understanding are ratified by the membership.

ARTICLE 21 - PRINTING OF AGREEMENT

21.01 The Union will be responsible for the amending and drafting of the Collective Agreement and the costs for the printing and supply of the Collective Agreement will be borne equally between the Parties.

ARTICLE 22 - EFFECTIVE AND TERMINATING DATES

22.01 This Agreement shall be effective from March 1, 2008, and shall remain in force until February 28, 2011, and from year to year thereafter, unless terminated by either Party on written notice.

ARTICLE 23 - SIGN DOCUMENT

23.01 IN WITNESS WHEREOF the Parties hereto have caused these presents to be signed by their respective officers thereunto lawfully authorised in that behalf this 11th day of MAY, 2008.

SIGNED ON BEHALF OF:

Village of Montrose

Canadian Union of Public Employees
Local 2087

Gerald Parker
A. J. B...
[Signature]

Amy Burnett
Michael B...
[Signature]
[Signature]
[Signature]

SCHEDULE "A"

RATES OF PAY

Pay Grade		February 29	March 01	March 01	March 01
Class	Description	2008	2008	2009	2010
			4%	3%	3%
1	Summer Student	\$13.81	14.36	14.79	15.24
2	General Labourer	\$20.00	20.80	21.42	22.07
3	Administration Clerk	\$22.00	22.88	23.57	24.27
4a	Operator-In-Training (No Tickets)	n/a	\$21.50	22.15	22.81
4b	Operator-In-Training (One Ticket)	n/a	\$22.75	23.43	24.14
5	Utility Operator	\$24.74	25.73	26.50	27.30
6	Deputy Clerk/Treasurer	\$28.00	29.12	29.99	30.89
7	Public Works Foreman	\$28.77	29.92	30.82	31.74

The senior Utility Operator shall receive an hourly differential of \$2.00 in addition to his regular pay when the Public Works Foreman is absent for a period exceeding one (1) working day.

SCHEDULE "B"

JOB DESCRIPTIONS

SUMMER STUDENT

(PAY GRADE 1)

ACCOUNTABILITY

- Reporting to and receiving direction from the designated supervisor.

SCOPE

- Casual position, limited to summer school vacations.

QUALIFICATIONS

- Physically fit and some prior work experience.
- Valid Class 5 BC drivers license.

SPECIFIC DUTIES

- Perform manual labour and operate minor equipment such as, but not limited to, lawn mowers, etc.

CONDITIONS

- Bona fide High School Graduate, College or University student with declared intention of returning to school following summer vacations. No benefits provided in this agreement, save benefits mandated by law, shall be provided in conjunction with student employment. Student employees shall not be entitled to seniority rights.
- Membership eligibility in CUPE Local 2087.

GENERAL LABOURER

(PAY GRADE 2)

ACCOUNTABILITY

- Reporting to and receiving direction from the designated supervisor.

SCOPE

- Casual position.

QUALIFICATIONS

- Valid Class 5 BC Drivers Licence.
- Knowledge of relevant Work Safe BC regulations.
- Relevant experience in the operation of heavy equipment.
- Ability to perform such tasks as may be described from time to time.

SPECIFIC DUTIES

- Perform such tasks as may be assigned by the designated supervisor commensurate with qualifications.

CONDITIONS

- Membership eligibility in CUPE Local 2087.

ADMINISTRATION CLERK

(PAY GRADE 3)

ACCOUNTABILITY

- Reporting to and receiving direction from the deputy clerk/treasurer.

SCOPE

- Performing bookkeeping tasks relating to cash receiving, depositing, payroll, accounts receivable and accounts payable functions.
- Assume Deputy Clerk/Treasurer responsibilities in the absence of the Deputy Clerk/Treasurer.
- Responsible for responding to all public inquiries.

QUALIFICATIONS

- Competence in general office procedures and the use of office equipment, acquired through generally recognized course work, practical work experience or a combination thereof.
- Competence in performing all bookkeeping and accounting tasks.
- Valid Class 5 BC drivers license.

EXTRANEIOUS DUTIES

- Overtime duty and call-out duty, including attendance at Council meetings, as required by the administrator or by such person appointed to act on behalf of the administrator

CONDITIONS

- Membership eligibility in CUPE Local 2087.

UTILITY OPERATOR-IN-TRAINING

(PAY GRADE 4a and 4b)

ACCOUNTABILITY

- Reporting to and receiving direction from the designated supervisor.

SCOPE

- Actively participating in the operation and maintenance of all municipal infrastructures and assets, operating such equipment as qualifications permit.
- Pay Grade a and b in accordance with individuals current certification (a- no tickets and b individual has possession of either Water Distribution 1 or Wastewater Treatment 1)

QUALIFICATIONS

- Competence in the use of construction tools, knowledge of Workers Compensation safety regulations.
- Valid. Class 5 B.C. drivers license with air brake endorsement.
- Possession of, or the ability to obtain EOCP Operator-In-Training certification in either Water Distribution, Wastewater Collection or Wastewater Treatment.

TRAINING REQUIREMENTS

- Working towards the following certifications:
- EOCP Water Distribution Level 1 Classification,
- EOCP Wastewater Collection Level 1 Classification,

SPECIFIC DUTIES

- General maintenance work in all components of the municipal public works water, sewer, roads, and park infrastructure.

Operating any equipment pursuant to qualifications.

EXTRANEOUS DUTIES

- Overtime duty and call-out duty as required by the supervisor or by such person appointed to act on behalf of the supervisor.

CONDITIONS

- Membership eligibility in CUPE Local 2087.

UTILITY OPERATOR

(PAY GRADE 5)

ACCOUNTABILITY

- Reporting to and receiving direction from the designated supervisor.

SCOPE

- Actively participating in the operation and maintenance of all municipal infrastructures and assets, operating such equipment as qualifications permit.

QUALIFICATIONS

- Competence in the use of construction tools, thorough knowledge of municipal infrastructure, knowledge of Workers Compensation safety regulations.
- Licensed to maintain and operate the Village water supply and sewage disposal systems, including or working up to:
EOCP Water Distribution Level 1 Classification (minimum),
EOCP Waste Water Collection Level 1 Classification,
EOCP Waste Water Treatment Level 1 Classification (minimum).
- Valid Class 5 BC drivers license with air brake endorsement.

SPECIFIC DUTIES

- General maintenance work in all components of the municipal public works water, sewer, roads and park infrastructure.
- Operating any equipment pursuant to qualifications.

EXTRANEIOUS DUTIES

- Overtime duty and call-out duty as required by the administrator or by such person appointed to act on behalf of the administrator.
- Assume the responsibility of the designated supervisor in the absence of the incumbent.

CONDITIONS

- Membership eligibility in CUPE Local 2087.

DEPUTY CLERK/TREASURER

(PAY GRADE 6)

ACCOUNTABILITY

- Reporting to and receiving direction from the Chief Administrative Officer.

SCOPE

- Responsible for the day-to-day operations of the municipal office.
- Performing all accounting tasks relating to the Village's corporate services.
- Assume Clerk/Treasurer responsibilities in the absence of the Clerk/Treasurer.
- Responsible for responding to all public inquiries.

QUALIFICATIONS

- Possession of, or the ability to obtain certification in Local Government Administration from a BC College.
- Competence in general office procedures and the use of office equipment, acquired through generally recognized course work, practical work experience or a combination thereof.
- Competence in performing all bookkeeping and accounting tasks.
- Competence in producing and interpreting financial statements.
- Valid B.C. class 5 drivers license.

SPECIFIC DUTIES

- Performing bookkeeping and accounting tasks including but not limited to coding, data entry, reconciliations and cash flow.
- Performing payroll, personnel, property taxation and utility billing related tasks.
- Maintaining payroll, accounts payable, accounts receivable and other financial records.
- Maintaining property tax, utility and other subsidiary account records.

EXTRANEIOUS DUTIES

- Overtime duty and call-out duty, including attendance at Council meetings, as required by the Chief Administrative Officer or by such person appointed to act on behalf of the Chief Administrative Officer.

CONDITIONS

- Membership eligibility in CUPE Local 2087.

PUBLIC WORKS FOREMAN

(PAY GRADE 7)

ACCOUNTABILITY

- Reporting to and receiving direction from the Chief Administrative Officer.

SCOPE

- Actively participating in municipal planning, operations and maintenance of all municipal infrastructures and assets, operating such equipment as qualifications permit.
- Responsibility and accountability for the Village Public Works Department.

QUALIFICATIONS

- Competence in the use of construction tools, thorough knowledge of municipal infrastructure, thorough knowledge of Workers Compensation safety regulations.
- Demonstrated proficiency in the operation of all public works equipment under all conditions, as well as demonstrated proficiency in either carpentry, electrical, plumbing, welding, auto/heavy duty mechanical or electronic/pneumatic instrument maintenance,
- Licensed to maintain and operate the Village water supply and sewage disposal systems including, or working up to:
EOCP Water Distribution Level 11 Classification,
EOCP Waste Water Collection Level 1 Classification,
EOCP Waste Water Treatment Level 11 Classification.
- Valid Class 5 BC drivers license with air brake endorsement.
- Demonstrated aptitude to assume the responsibility to supervise employees and perform all duties with minimal supervision.

SPECIFIC DUTIES

- Responsible for the overall performance of the Public Works Department.
- Write and submit such reports on the work and/or conditions of the Public Works Department as may be required from time to time.
- Assist in the preparation of Annual O&M and Capital Budgets.
- Responding to public inquires in regards to public works matters.

EXTRANEIOUS DUTIES

- Overtime duty and call-out duty as required by the Chief Administrative Officer or by such person appointed to act on behalf of the Chief Administrative Officer.

CONDITIONS

- Membership eligibility in CUPE Local 2087.

SCHEDULE "C"

Paid Leave Retirement Bonus

The Village will provide a retirement bonus to long-time employees who commenced employment with the Village prior to January 1, 2007 upon their retirement in recognition of their years of service to the Village as follows:

1. Village employees, both full-time and regular part-time, whom retire and have been employed with the Village for more than fifteen (15) continuous years will be recognized as eligible for the bonus.
2. Village employees, upon retirement, will receive a one-time cash gratuity payment, at the employees current base rate of pay, as outlined as follows:
 - a) Paid leave of eight (8) hours per year of service, to a maximum of two hundred and forty (240) hours for full-time employees;
 - b) Paid leave of four (4) hours per year of service, to a maximum of one hundred and forty (140) hours for regular part-time employees.
3. This one-time cash gratuity will be paid by cheque directly to the employee one (1) week following their official retirement date.

LETTER OF UNDERSTANDING #1

between

THE VILLAGE OF MONTROSE

and

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2087**

RE: Grand-parenting Carol Cournoyer three (3) Floating Statutory Holidays per year.

The Parties agree that Carol Cournoyer will continue to receive three (3) floating statutory holidays per year.

Signed this 4th day of MAY, 2008.

Signed on behalf of:

The Village of Montrose

Canadian Union of Public Employees,
Local 2087

Georges Fortin
AS Bay
[Signature]

Agny Dymally
Michelle Bibeault
Karen Poole
Kathy Hutton