



COLLECTIVE AGREEMENT

BETWEEN

THE DISTRICT OF VANDERHOOF

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1632

January 1, 2008 - December 31, 2011

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THIS AGREEMENT entered into this _____ day of _____, 2008

Between: THE DISTRICT OF VANDERHOOF

(hereinafter called "the District")

Party of the First Part

And: CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1632

(hereinafter called "the Union")

Party of the Second Part

ARTICLE 1 - OBJECT

- 1.01 The object of this Agreement is to promote and continue the existing harmonious relations, co-operation and understanding between the District and its employees and to provide:
- (a) a basis of mutual understanding on conditions of employment, hours of work, and rates of pay;
 - (b) for facilitating the prompt, fair, and peaceful settlement of disputes or grievances;
 - (c) for assuring the people of Vanderhoof the highest standard of municipal operations and services obtainable through the most economical and efficient administration of the District.

ARTICLE 2 – DEFINITION OF EMPLOYEES

2.01 REGULAR EMPLOYEE

A regular employee is one who is hired for a regular position and who works a regular schedule of thirty-five (35) hours, or forty (40) hours per week, as applicable to the classification in which they are employed pursuant to Article 18 of this agreement. Regular employees have seniority rights recognized from his/her date of hire and are eligible for all of the provisions of this Agreement.

2.02 TEMPORARY EMPLOYEES

A temporary employee is one who is hired for a fixed term position with scheduled start and finish dates, not to exceed six (6) months. Such employees shall be eligible for all rights of this Agreement, except for seniority rights under Article 13 and benefits under Article 26. Such employees shall be subject to the provisions of Article 6.

2.03 CASUAL EMPLOYEES

A casual employee is one who is hired on an on-call, as-needed basis. Such employees shall be eligible for all rights of this Agreement, except for seniority rights under Article 13 and benefits under Article 26. Such employees shall be subject to the provisions of Article 6.

ARTICLE 3 - MANAGEMENT'S RIGHTS

3.01 The Union recognizes the rights of the District to manage its affairs and operations without restricting the rights of the employees under the terms of this Agreement. It further recognizes the right of the District to direct its working forces, including the right to hire, to suspend or discharge for just cause, to promote, demote, discipline, lay off or transfer any employee, and the right to assign work.

ARTICLE 4 - UNION RECOGNITION

4.01 BARGAINING AGENT

The District of Vanderhoof recognizes the Canadian Union of Public Employees, Local No. 1632, as the collective bargaining agent for all of the District employees as certified by the Labour Relations Board of B.C.

4.02 UNION BARGAINING COMMITTEE

A Union Bargaining Committee shall consist of not more than three (3) members of the Union. The Union will advise the District of the Union nominees to the Committee.

4.03 NO OTHER AGREEMENTS

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

4.04 RIGHT OF FAIR REPRESENTATION

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

ARTICLE 5 - NO DISCRIMINATION

5.01 NO DISCRIMINATION

There shall be no discrimination or coercion by the District or by the Union against any employee because of the employee's Union or non-Union affiliations with other Unions or against any employee because of his activity, or lack of activity in Union affairs, or because of race, creed, colour, nationality, gender, or religion.

5.02 HARASSMENT

The Employer and the Union recognize the right of employees to work in an environment free from sexual, and personal harassment. All efforts shall be made to resolve any complaints between the parties first. Failing such resolution, a grievance may be filed commencing at Step (b).

5.03 PLURAL OR FEMININE TERMS MAY APPLY

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

ARTICLE 6 - UNION MEMBERSHIP

6.01 ALL EMPLOYEES MEMBERS

All employees of the District, as a condition of continuing employment, shall become and remain members in good standing of the Union, according to the Constitution and Bylaws of the Union. All new employees of the District shall, as a condition of continued employment become and remain members in good standing in the Union within thirty (30) days of employment with the District.

6.02 UNION DUES

In the event the employee is retained for a period longer than the one (1) month, such employee shall pay a monthly fee to the Union's Secretary-Treasurer through payroll deductions equal to the regular Union monthly dues so long as such employee remains an employee of the District.

6.03 DUES AUTHORIZATION/DEDUCTION

Upon receipt of a signed Authorization Card for Deduction of Initiation Fee and Dues, the District will deduct from wages or salary of the employee named therein, Union fees and dues in the amount specified therein and shall forward such monies to the Secretary-Treasurer of the Union before the fifth (5th) day of the following month accompanied by the list of the employees from whom the deductions were made.

6.04 NEW EMPLOYEE NOTICE

The District undertakes to advise the Union Secretary-Treasurer in writing on or before the fifth (5th) day of each calendar month the names of all new District employees engaged during the preceding calendar month.

6.05 ACQUAINT NEW EMPLOYEES

The District agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment as set out in this Section.

ARTICLE 7 - CORRESPONDENCE

7.01 It is agreed that all correspondence shall go from the District Clerk to the Secretary-Treasurer of the Local Union, and vice versa.

ARTICLE 8 - LABOUR AND MANAGEMENT COMMITTEE

8.01 ESTABLISHMENT OF COMMITTEE

A Labour and Management Committee shall be established consisting of not more than four (4) representatives of the Union and four (4) representatives of the District. The committee shall meet as needed, at the request of either party.

8.02 FUNCTION OF COMMITTEE

The Committee shall concern itself with the following general matters:

- (a) Considering constructive criticisms of all activities so that better relations shall exist between the District and the employees;
- (b) Improving and extending services to the public;
- (c) Promoting safety and sanitary practices;
- (d) Reviewing suggestions, questions of working conditions and service (but not grievances concerned with service);
- (e) Correcting conditions which potentially could cause misunderstanding.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 DEFINITION OF A GRIEVANCE

Grievance means any difference which arises out of the interpretation, application, operation or any alleged violation of this Agreement or the Workers' Compensation Board laws, including any difference arising from the suspension or dismissal, unfair or unjust treatment of any employee and including any question or difference as to whether any matter is arbitrable. Such question or difference shall be finally and conclusively settled without stoppage of work in the manner herein contained.

9.02 GRIEVANCE PROCEDURE

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

- Step (a) The employee or employees shall, with the Union Representative or job steward in attendance, seek settlement of the matter with the immediate supervisor.
- Step (b) If a satisfactory settlement is not reached with the immediate supervisor within three (3) days, then the dispute shall be submitted in writing to the authorized representative of the District who will meet with the employee or employees and the steward or the Union Representative with a view to resolving the dispute.
- Step (c) If a satisfactory settlement is not reached under Step (b) within ten (10)

days after the matter is submitted, the Union may refer the matter to a Board of Arbitration as hereinafter defined.

Step (d) The Union may process a general grievance through the various stages of the grievance procedure with the employee in attendance.

9.03 BOARD OF ARBITRATION

- (a) A Board of Arbitration shall consist of three (3) persons, one of them to be chosen by each party. The third, who shall be Chairman of the Board, shall be selected by the parties' nominees. The representatives of the parties concerned must meet within seven (7) days of their appointment, and shall confer to select a Chairman. If within five (5) days they are unable to agree upon a person willing to act, then either of them may apply to the Director of the Collective Agreement Arbitration Bureau to appoint a Chairman;
- (b) The Arbitration Board shall hear the parties, settle the terms of question to be arbitrated, and make its award within five (5) days of appointment of the Chairman, except when the time is extended by agreement of the parties;
- (c) The Board shall deliver its award in writing to each of the parties and the award of the majority of the Board shall be final and binding to the parties and shall be carried out forthwith;
- (d) Each party shall pay their own cost and expenses of the Arbitration Board, the remuneration and disbursements of their appointees, and one-half (1/2) of the expenses of the Chairman.

9.04 EXPEDITED ARBITRATION

The parties shall determine by mutual agreement, those grievances suitable for expedited arbitration. Those grievances agreed to be suitable for expedited arbitration shall be scheduled within one (1) month if possible. The hearings shall be held at a mutually agreed to location and facility.

All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.

Prior to rendering a decision, the Arbitrator may assist the parties in mediating a resolution to the grievance. Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein. The decision of the Arbitrator shall be complete and sent to the parties within ten (10) working days of the hearing if possible.

The parties shall equally share the costs of the fees and expenses of the Arbitrator. The expedited arbitrators who shall act as sole arbitrators shall be agreed to by the parties. The expedited arbitrator shall have the same powers and authority as an arbitrator established under the applicable labour legislation.

The decision of the Arbitrator shall be final and binding on the parties. The decision of the arbitrator shall be limited in application to that particular dispute and are without prejudice. The decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.

9.05 GRIEVANCE PROCEDURE TIME LIMITS

A grievance shall be initially presented at Step (a) within ten (10) working days of the circumstance(s) giving rise to the grievance or within ten (10) working days of the employee becoming aware of the circumstance(s) giving rise to the grievance.

ARTICLE 10 - PERMISSION TO LEAVE WORK

10.01 The District agrees that stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each steward is employed full time by the District and that he will not leave his work during working hours except to perform his duties under this Agreement. Therefore, no steward shall leave his work without obtaining the permission of his supervisor.

ARTICLE 11 - ABSENCE FROM DUTY OF UNION OFFICIALS

11.01 PERMISSION/PAID ABSENCE

Union representatives may obtain permission from the Department Head or their immediate supervisor to be absent as hereinafter mentioned and on obtaining such permission shall, if such absence be during such representative's shift, suffer no loss of pay for such shift in so absenting themselves from duty under the following circumstances:

- (a) Up to three (3) representatives for the purpose of negotiations in order to carry on collective bargaining pursuant to the provisions of the Industrial Relations Act;
- (b) Up to three (3) representatives to attend salary revision meetings, where such revision is provided for under this Agreement;

- (c) Up to three (3) representatives to confer with the designated representatives of the District regarding matters arising out of this Agreement and the arbitration of Grievances.

11.02 UNION CONVENTION AND MEETINGS

Leave of absence without pay and without loss of seniority shall be granted upon request to the District to employees elected or appointed to represent the Union at Union conventions. Leave of absence without pay and without loss of seniority shall be granted to employees to attend Executive and Committee meetings of the Canadian Union of Public Employees, its affiliated or chartered bodies. Such requests for leave of absence shall be made ten (10) working days prior to the event taking place.

ARTICLE 12 - DISCIPLINE PROCEDURE -- WARNINGS, APPEAL

12.01 WARNING

A warning notice shall be given in writing with a copy to the Union whenever the District or its authorized agent deems it necessary to censure an employee in a manner indicating that dismissal or suspension may follow any further infraction.

12.02 APPEAL

Should any discharged or suspended employee feel that his dismissal or suspension is unjust, he may appeal such action through Grievance Procedure.

12.03 CROSSING OF PICKET LINE DURING STRIKE

The District agrees that no employee shall be required to cross a picket line of a legal strike.

12.04 ACCESS TO PERSONNEL RECORDS

An employee shall have access to review his/her personnel file in the company of a management official. Letters of an adverse or disciplinary nature shall be removed from an individual's personnel file after a twenty-four (24) month period.

12.05 LEGAL FEES

The Employer shall pay all legal and court costs as well as judgement costs, if any, for any action or other proceeding initiated against an employee or statutory officer by virtue

of the performance of his/her employment duties. This will not apply where such proceedings are instituted as indictable offences, or the employee has, in relation to the conduct that is the subject matter of the action, been guilty of dishonesty, gross negligence or malicious or wilful misconduct, or the cause of action is libel or slander.

ARTICLE 13 - SENIORITY

13.01 SENIORITY RECOGNIZED

The District recognizes the principle of seniority.

13.02 SENIORITY DEFINED

Seniority is defined as the length of service in the bargaining unit.

13.03 SENIORITY APPLICABLE

Seniority shall apply in cases of promotions, demotions, transfers, layoffs and recall except when the skills, competence, efficiency and qualifications of one of the employees concerned are considered demonstrably greater.

13.04 SENIORITY LIST

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

13.05 LOSS OF SENIORITY

An employee shall not lose seniority rights if he is absent from work because of sickness, accident, layoff or leave of absence approved by the District, except in accordance with Article 13.06.

13.06 RETENTION OF SENIORITY

Seniority shall be retained and accumulated on the following basis:

- (a) Employees who are laid off after less than one (1) year's service shall retain their seniority for a period of six (6) months;
- (b) Employees who are laid off after one (1) year's service shall retain their seniority for a period of one (1) year;

- (c) During a period of absence due to bona fide sickness, provided such sickness is attested to by a qualified medical practitioner;
- (d) During a period of authorized leave of absence.

13.07 SENIORITY ACCUMULATION/RETENTION

When an employee has been transferred by the District to a position outside of the bargaining unit and at a later date ceases to function in that position, it is hereby agreed that reinstatement may be made within the bargaining unit in accordance with the provisions of Article 13.03 and with full seniority, if the transfer out of the unit is for six (6) months or less, or with full bargaining unit seniority to the date of transfer where the transfer is for more than six (6) months.

ARTICLE 14 - PROBATION

14.01 PROBATION PERIOD

New employees shall be considered to be on probation until the completion of sixty (60) days worked of satisfactory service.

14.02 LENGTH-OF-SERVICE BENEFITS RETROACTIVE

Upon satisfactory completion of the probationary period, seniority and vacation based on the length of service shall date back to the original date of employment. Group life, medical and dental benefits shall be granted at the earliest opportunity in accordance with the prevailing group insurance contracts.

ARTICLE 15 - PROMOTIONS, RECLASSIFICATIONS, VACANCIES AND JOB POSTINGS

15.01 FIRST CONSIDERATION/TRIAL PERIOD

First consideration for promotion will be given to the senior applicant who does not possess the required qualifications but is preparing for qualifications prior to filling of vacancy. Such employee will be given a trial period to qualify within a reasonable length of time and to revert to his former position if the required qualifications are not met within such time.

15.02 CHANGES IN CLASSIFICATION

When the duties or volume of work in any classification are changed or increased, or

where the Union and/or an employee feels he is unfairly or incorrectly classified, or when any position not covered by Appendix "A" is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the District and the Union. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was reclassified.

15.03 VACANCIES

Notices of all new positions and vacancies covered by this Agreement shall be posted on the notice board in the District Office and/or at the **Arena and/or at the Public Works Yard** as appropriate, for five (5) days before an appointment is made.

Such postings shall contain the following information: nature of position, required skills, salary.

15.04 NO OUTSIDE ADVERTISING

No outside advertising for additional employees shall be made until present employees have had a full opportunity to apply.

ARTICLE 16 - PAY ON TRANSFER

16.01 PAY ON TRANSFER, HIGHER RATED JOB

Employees required to work in a higher paid position will be paid at the higher rate for all hours worked at the higher rated job. **Effective January 11, 2008, if the employee works in the higher paid position for longer than four (4) hours in any work day, the employee shall be paid the higher rate for the entire day.**

16.02 PAY ON TRANSFER, LOWER RATED JOB

Employees required to work in a lower paid position will be paid at their regular pay rate for all hours worked.

ARTICLE 17 - LAYOFF

17.01 ROLE OF SENIORITY IN LAYOFF

(a) Both parties recognize that job security should increase in proportion to length of service, therefore, in the event of a layoff, employees shall be laid off in reverse order of

their bargaining-unit-wide seniority. An employee about to be laid off may bump an employee with less seniority providing the employee exercising the right is qualified to perform the work of the less senior employee. Management reserves the right to determine that qualification. The right to bump shall include the right to bump up.

- (b) **Employees wishing to bump another employee under subsection (a), above, shall notify the Employer of this intention within two (2) working days of receiving his/her layoff notice under Article 17.04.**
- (c) It is understood that the Employer is not obligated to train an employee when the employee exercises the right to bump. A familiarization period is not considered training.

17.02 RECALL PROCEDURE

Employees shall be recalled in the order of their seniority providing the employee recalled is qualified to fill the vacant position as determined by management.

17.03 NO NEW EMPLOYEES

No new employees will be hired until those laid off and who have not lost their seniority under Article 13.06 have been given an opportunity of re-employment, provided those laid off have the qualifications to fill the positions which are being recalled.

17.04 ADVANCE NOTICE OF LAYOFF

- (a) **Employees being laid off shall be entitled to the following layoff notice or pay in lieu thereof:**
 - i. **two (2) weeks' notice where the employee has completed a period of employment of at least six (6) consecutive months, and**
 - ii. **after the completion of a period of employment of three (3) consecutive years, one additional weeks' notice, and for each subsequent year of employment, an additional weeks' notice up to a maximum of eight (8) weeks notice.**
- (b) **The period of notice shall not coincide with an employee's annual vacation or if an employee is off work and cannot be contacted as a result of sickness or injury.**
- (c) **Notice or payment in lieu of notice under this section (17.04) does not relieve the Employer from making any other payment to which the employee is entitled to under the Employment Standards Act.**

17.05 LAYOFF/LEAVE BENEFITS

The District agrees to pay one hundred percent (100%) of the monthly premium costs to the Insurer for all employee benefit plans for permanent employees on maternity leave.

ARTICLE 18 - HOURS OF WORK

18.01 WORK WEEK

The work week shall constitute forty (40) hours between 6:00 a.m. and 4:00 p.m., Monday to Friday, inclusive.

18.02 WORKING DAY

The working day shall constitute eight (8) consecutive hours between 6:00 a.m. and 4:00 p.m., Monday to Friday, exclusive of lunch period which shall not exceed one-half (½) hour.

18.03 SHIFT DIFFERENTIAL AND PREMIUM PAY

- (a) Employees required to work in the cemetery digging and filling graves shall receive an additional twenty-five cents (25¢) per hour.
- (b) Employees shall be paid an additional ninety cents (\$.90) per hour for all hours worked between 4:00 p.m. and 6:00 a.m. and all regularly scheduled shifts worked on Saturday and Sunday.

Shift differential premiums shall not be applied to overtime hours worked.

18.04 SHIFT MAXIMUM

No employee will work more than one (1) shift in any one (1) calendar day.

18.05 SHIFT CHANGE NOTICE

The District will have the right to change an employee's shift provided that the employee is given twenty-four (24) hours notice of such change in shifts.

18.06 INSIDE EMPLOYEES

The regular working week shall constitute thirty-five (35) hours as follows:

Monday to Friday - seven (7) consecutive hours between 8:00 a.m. and 5:00 p.m., exclusive of a lunch period which shall not exceed one (1) hour.

18.07 NO GUARANTEES

The provisions of Articles 18.01, 18.02 and 18.06 are not work guarantees.

18.08 WINTER FULL-TIME ARENA ATTENDANT

- (a) Article 18.01 - Work Week, Article 18.02 - Working Day, and Article 20.01 - Outside Employees, will not apply to the Winter Full-Time Arena Attendant.
- (b) The work week for the Winter Full-Time Arena Attendant shall constitute forty (40) hours in one week.
- (c) The work day for the Winter Full-Time Arena Attendant shall be up to ten (10) consecutive hours, **but not less than eight (8) consecutive hours**, inclusive of a lunch period which shall not exceed one-half (1/2) hour.
- (d) Those employees holding a valid refrigeration certificate will be paid fifty cents (\$.50) per hour **when the compressors are operational**, while performing Arena Attendant duties at the Arena. The Winter Full Time Arena Attendant will be paid overtime as per Article 20.03 for all hours worked on any one day in excess of ten (10) hours.
- (e) The Winter Full-Time Arena Attendant shall have at least two consecutive days off in each work week.

ARTICLE 19 - REST PERIODS

- 19.01 A ten (10) minutes rest period shall be allowed on the job at the mid-point in the morning and at the mid-point in the afternoon of each day shift. Rest periods shall be allowed during the afternoon and night shifts, at appropriate intervals.

ARTICLE 20 - OVERTIME

20.01 OUTSIDE EMPLOYEES

Overtime will be paid for all hours worked in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week, or for all hours in excess of their regular shift.

20.02 INSIDE EMPLOYEES

Overtime will be paid for all hours worked in excess of seven (7) hours in any one (1) day or thirty-five (35) hours in any one (1) week, or for all hours in excess of their regular shift.

20.03 OVERTIME RATES

Overtime hours worked on any one (1) day will be paid at one and one-half (1½T) the employee's basic hourly rate for the first three (3) hours and double (2T) the employee's basic hourly rate thereafter.

20.04 OVERTIME ON SUNDAY OR STATUTORY HOLIDAYS

Overtime hours worked on Sunday or a statutory holiday will be paid at double (2T) the employee's basic hourly rate.

20.05 SATURDAY AND SUNDAY EQUIVALENT

Where an employee is on shift which includes Saturday or Sunday as one of his work days, then for the purposes of this section his first scheduled day off shall be deemed to be his Saturday and his second scheduled day off will be deemed to be his Sunday.

20.06 DOUBLE TIME

Except for a meal break, an employee shall be paid overtime at double (2T) his basic hourly rate for all overtime hours worked continuously in excess of three (3) hours between the end of one regular shift and the commencement of his next regularly scheduled shift.

20.07 HOT MEALS

For all employees required to work two (2) hours or more overtime as a continuation of their normal shift, the District shall provide a hot meal, or in lieu of a hot meal pay the sum of Eight Dollars (\$8.00) to all employees who qualify under this clause.

20.08 OVERTIME SCHEDULING

Whenever possible, overtime and call outs shall be assigned in order of seniority. All overtime shall be considered voluntary.

The parties agree that from time to time emergent situations will arise that require an immediate response. In such circumstances the parties, while recognizing seniority, agree that the work may be assigned in a manner that best allows for the completion of the tasks required.

ARTICLE 21 - STAND-BY AND EMERGENCY CALL-OUT

21.01 STAND-BY PAY

An employee who is required to be available on call (stand-by) for any emergency which may arise, shall receive **the following remuneration:**

- (a) **Monday through Thursday – one (1) hour pay at his regular rate of pay for each day on standby.**
- (b) **Friday – two (2) hours pay at his regular rate of pay, Saturday and Sunday – four (4) hours pay at his regular rate of pay.**
- (c) **Statutory Holidays – four (4) hours pay at his regular rate of pay.**

The Employer is willing to accommodate the employees as to how the standby is distributed throughout the workweek, provided the Employer's standby requirements are being met and provided the overall weekly standby hours do not exceed fourteen (14) hours per week or seventeen (17) hours per week that includes a statutory holiday. If an insufficient number of qualified employees volunteer to meet the Employer's standby requirements, the parties shall meet to develop a mandatory standby rotation that meets the Employer's requirements.

21.02 DEFINITION OF CALL-OUT

Except as provided hereunder, a call-out is defined as that occasion when an employee is required to leave and return, except for meals, to his place of residence outside of the hours of his working shift in order to perform work for the District.

21.03 CALL-OUT PAY

- (a) **Call-out time, for employees other than the employee who is on standby, shall be paid at overtime rates of pay with a minimum of two (2) hours pay at his basic hourly rate at the applicable overtime rate if no work is performed; and if work is performed, three (3) hours at the basic hourly rate at the applicable overtime rate.**

- (b) **Employees, who are on standby at the time of being called-out, shall be paid at their basic hourly rate at the applicable overtime rate with the following minimums:**
 - i. **Monday through Saturday: two (2) hours overtime**
 - ii. **Sunday and Statutory Holidays: three (3) hours overtime**
- (c) **If the Standby employee receives a subsequent call-out that is related to the initial call during the guaranteed minimum period for the initial call (2 or 3 hours as above), the standby employee will not receive another guaranteed minimum for the subsequent call. In this regard, the employee shall not be paid for work performed on such subsequent call until the initial guarantee minimum period has expired, after which the employee shall be paid at the applicable overtime rate for additional work performed on the subsequent call out.**
- (d) **If the standby employee receives a subsequent call-out that is related to the initial call but the subsequent call-out is received after the guaranteed minimum period for the initial call has expired, the standby employee will receive another guaranteed minimum for the subsequent call-out.**
- (e) **If the standby employee receives a subsequent call-out that is not related to the initial call, the standby employee will receive another guaranteed minimum for such subsequent call-out, irrespective of when such subsequent call is received.**

21.04 DISCRETION OF WORKS SUPERINTENDENT

The necessity for call-out shall be judged by the Works Superintendent.

ARTICLE 22 - CONTRACTING OUT

- 22.01 The District has the right, subject to the other provisions of this Agreement, to decide how and by whom any work is to be performed. However, in the exercise of this right the District will not contract out work that results directly in the layoff of any employee from the bargaining unit.

The District further agrees that if it has available regular qualified employees, and possesses and has available in the Works Department the equipment and services necessary to accomplish the work at and in the time required, all work the nature of which is normal and routine, normally performed by its employees, will be carried out by employees covered by the Agreement.

ARTICLE 23 - CLOTHING AND SAFETY EQUIPMENT

23.01 PROVISION OF CLOTHING AND EQUIPMENT

The District shall provide any necessary protective clothing and safety equipment when same is required to be used in accordance with the General Accident Prevention Regulations of the Workers' Compensation Board.

23.02 CONDITION AND USE

All articles of safety equipment shall be kept in a serviceable condition and used at all times by the employees.

23.03 HARD HATS

Hard hats will be used at all times in accordance with the General Accident Prevention Regulations of the Workers' Compensation Board.

23.04 CLOTHING LOANED AND RETURNED

All clothing shall be furnished on a loan basis and the employees will be required to return same.

23.05 COVERALLS/BOOTS/WINTER COATS

- (a) The District will provide each of the outside employees with two (2) sets of coveralls which will be replaced upon presentation of same to the District when worn to an unserviceable state due to fair wear and tear.

The employee who is employed as a mechanic and the employee who is employed as a garbage truck operator shall be entitled to the cleaning of two (2) pairs of coveralls per a week at the Employer's expense;

The District will provide each outside employee with one (1) set of winter coveralls to a maximum of one hundred fifty dollars (\$150) every twenty four months.

- (b) The District will provide each of the outside employees with one (1) pair of work boots per year to a maximum of Seventy-five Dollars (\$75). Employees not purchasing boots in one year may carry the allowable funds forward to the following year; **effective January 11, 2008, this allowance shall be increased to one hundred dollars (\$100) per annum.**

- (c) The Employer agrees to provide all Arena employees with a winter coat or winter coverall allowance to a maximum of one hundred fifty dollars (\$150) every twenty four months.

ARTICLE 24 - STATUTORY HOLIDAYS

24.01 DAYS OBSERVED

The District will observe the following days as statutory holidays:

| | |
|----------------|------------------|
| 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 | |

and any holidays recognized provincially or federally.

When a statutory holiday falls on a Saturday or Sunday, the following Monday shall be deemed to be the statutory holiday.

24.02 CASUAL AND PERMANENT EMPLOYEES

Casual and permanent employees must work fifteen (15) of the thirty (30) days prior to the statutory holiday being applicable.

24.03 DOUBLE TIME PLUS HOLIDAY PAY

A regular employee who is required to work and does work on a statutory holiday shall be paid at double (2T) his regular rate in addition to his holiday pay.

24.04 HOLIDAY FALLING DURING VACATION PERIOD

If a statutory holiday to which an employee would otherwise be entitled falls within his annual vacation period, he shall receive one (1) additional day of vacation with pay in lieu of the said statutory holiday.

24.05 UNPAID LEAVE FOR HOLIDAY WORKED

If an employee is required to work on a statutory holiday he shall, notwithstanding any

other clause in this Agreement, be entitled to a day of unpaid leave for each statutory holiday worked. The day of leave shall be established through mutual agreement between employee-Employer.

ARTICLE 25 - VACATION WITH PAY

25.01 VACATION ENTITLEMENT

The vacation year shall be defined from anniversary date to anniversary date.

- (a) Employees who terminate employment with the District during the first year of service shall be entitled to vacation pay of four percent (4%) or equal vacation time;
- (b) Following an employee's first anniversary date and to the employee's seventh anniversary date, three (3) weeks paid vacation shall be granted;
- (c) Following an employee's seventh anniversary date and to the employee's twelfth anniversary date, four (4) weeks paid vacation shall be granted;
- (d) Following an employee's twelfth anniversary date and to the employee's nineteenth anniversary date, five (5) weeks shall be granted;
- (e) Following an employee's nineteenth anniversary date and thereafter, six (6) weeks shall be granted;
- (f) Employees who do not work a full working year shall receive vacation for their years of seniority on a pro-rated basis;
- (g) Employees shall suffer no loss of present vacation entitlement as a result of converting the vacation year from calendar year to the employee's anniversary date;
- (h) The amount of vacation accumulation to date will be shown on each pay stub of an employee.

25.02 VACATION SCHEDULING

Applications for vacation must be in by January 31. All requests for vacation received by January 31 shall be awarded on or before March 1 in order of seniority. All requests for vacation received after January 31 shall be allowed on a first-come, first-served basis. Three (3) consecutive weeks of vacation will be approved for each

employee between July 1 through Labour Day of each year. Not more than two (2) employees from the same department may be away at any one time. The Employer may, subject to operational needs, allow more than two (2) employees vacation leave at any one time.

25.03 VACATION PAY

Employees shall, upon giving at least three (3) days notice, receive on the last office day preceding commencement of their annual vacation, any payment which may fall due during the period of their vacation.

25.04 ILLNESS DURING VACATION

Sick leave may be substituted for vacation where it can be established by the employee that an illness or injury occurred while on vacation. A doctor's certificate shall be provided.

ARTICLE 26 - EMPLOYEE BENEFITS/SICK LEAVE

The District agrees to pay 100% of the premium costs of the following benefits:

26.01 GROUP MEDICAL INSURANCE

The District agrees to pay one hundred percent (100%) of the monthly premium cost of any medical services plan, extended health benefits including vision care coverage of Three Hundred Dollars (\$300) per family member per twenty-four (24) month period, and a group dental plan, unless otherwise advised in writing by the employee.

Benefits shall not be reduced below the level provided at the time of signing this agreement.

26.02 GROUP DENTAL PLAN

The group dental plan will provide payment at one hundred percent (100%) of the cost for Plan A - diagnostic, preventive, surgical and restorative, endodontics and periodontic services, and prosthetic repairs, and payment at eighty percent (80%) of the cost for Plan B - prosthetic appliances.

The group dental plan will provide payment at sixty percent (60%) of the cost to a maximum of three thousand dollars (\$3000) per family member for Plan C - orthodontics.

26.03 LONG TERM DISABILITY INSURANCE

The long term disability plan will provide benefits at sixty-six and two-thirds percent (66-2/3%) of the employee's regular wages or salary to a maximum of Twenty-five Hundred Dollars (\$2500.00) per month. Benefits shall commence after a seventeen (17) week waiting period, and continue for the duration of the disability to a maximum of five (5) years.

26.04 MUNICIPAL SUPERANNUATION

The present Municipal Superannuation shall be continued.

26.05 SICK LEAVE GRATUITY DAYS

Employees working six (6) months without using one (1) or more sick days shall be granted one (1) gratuity day per each six (6) month period. The gratuity day may be taken as time off or may be accumulated to be paid out on retirement at the rate in effect at the time of retirement.

26.06 SICK LEAVE

- (a) One and one-half (1½) days per month, accumulating to a maximum of one hundred and eighty (180) working days;
- (b) A doctor's certificate shall be required for any period of absence exceeding three (3) days.

26.07 SICK LEAVE RECORDS

Immediately after the close of each calendar year, the District shall advise each employee in writing of the amount of sick leave accrued to his credit.

26.08 SUPPLEMENTATION OF COMPENSATION AWARD

An employee prevented from performing his regular work with the District on account of a compensable accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Compensation Act, shall receive from the District the difference between the amount payable by the Workers' Compensation Board and his take home pay, subject to the maximum allowed under an employee's sick leave benefit.

26.09 IMMUNIZATION

- (a) **The Employer shall, at the employee's option, provide immunization for hepatitis "B" where there is a risk of work related infection, until such time as this immunization is provided by a medical plan to which the employee is eligible.**
- (b) **The Employer shall, at the employee's option, provide for an annual flu shot paid for by the Employer.**

26.10 GROUP LIFE PLAN

Effective January 11, 2008, the Employer shall pay one hundred percent (100%) of the cost of premiums for a Group Life Insurance Plan for permanent employees only with a coverage level of fifty thousand dollars (\$50,000), and AD&D coverage of fifty thousand dollars (\$50,000). Family member life insurance shall be in accordance with the plan documents.

ARTICLE 27 - BEREAVEMENT LEAVE

27.01 COMPASSIONATE LEAVE

Five (5) days paid compassionate leave will be granted in the event of a death or serious illness in the immediate family. One full week paid compassionate leave will be granted if travel exceeds eight hundred (800) kilometres.

27.02 IMMEDIATE FAMILY DEFINED

Immediate family are defined as spouse, common-law-spouse, mother, father, mother-in-law, father-in-law, son-in-law, daughter-in-law, children, brothers, sisters, brother-in-law, sister-in-law, grandparents, spouse's grandparents, and grandchildren.

27.03 OTHER RELATIVES

Any other relative for whom an employee is required to administer bereavement responsibilities, the aforementioned shall apply.

27.04 PALLBEARERS AND MOURNERS

One (1) days paid compassionate leave will be granted to employees acting as pallbearers.

One-half (1/2) day leave to a maximum of two (2) leaves per year will be granted without loss of salary or wages to attend a funeral as a mourner. Said leave will be granted subject to

work requirements as determined by Public Works Superintendent or Administrator.
Request for leave shall not be unreasonably denied.

Compassionate leave will not be granted in addition to leave provided in Article 27.01.

ARTICLE 28 - APPROVED ABSENCE

28.01 APPROVED ABSENCE IN THE AGREEMENT MEANS:

- (a) Authorized leave of absence;
- (b) Annual vacations;
- (c) Service with the Armed Forces during a National Emergency;
- (d) Sick leave;
- (e) Absence due to personal illness and injury in accordance with the time limits set out in Article 13.06(a) and (b);
- (f) Leave to serve on jury duty or court witness;
- (g) Bereavement leave;
- (h) Maternity leave;
- (i) Education leave;
- (j) Any layoff not exceeding the period of retention of seniority as provided by Article 13.06(a) and (b) provided the employee notifies the District of his intentions to return to District employment within seventy-two (72) hours after his recall and reports to work within five (5) days of acceptance of his recall. The period of seventy-two (72) hours referred to herein may, in the case of non-residence, be extended by mutual agreement between the parties. Any offer of recall will be made by registered letter or telegram addressed to the last address furnished by the laid-off employee.

ARTICLE 29 - JURY DUTY OR COURT WITNESS

29.01 The District shall grant leave of absence without loss of seniority to an employee who serves as a juror or court witness in any court. The District shall pay such an employee the difference between his normal earnings and the payment he receives for jury duty or court witness excluding payment for travelling expenses, hotel accommodation and meals.

ARTICLE 30 - EDUCATION LEAVE

30.01 Leave of absence with pay and without loss of seniority shall be granted to allow an employee time to write examinations to improve qualifications in the service. Prior notification of the course must be given to management. Leave shall not exceed two (2) days annually.

ARTICLE 31 - MATERNITY LEAVE

31.01 EMPLOYMENT STANDARDS ACT PROVISION

Maternity leave shall be as provided by Part 7 of the Employment Standards Act.

31.02 MATERNITY LEAVE ENDS

Where a certificate of a qualified medical practitioner is delivered to the Employer stating that a named employee has been delivered of a child on a specified date, maternity leave shall not end before the expiration of six (6) weeks following the actual date of birth unless the employee requests a shorter period.

31.03 MATERNITY LEAVE GRANTED

Maternity leave as documented in clauses 31.01 and 31.02 shall be granted on the basis of leave of absence without pay.

31.04 PATERNITY/ADOPTION LEAVE

Employees shall be entitled to two (2) weeks unpaid paternity or adoption Leave with no loss of seniority or benefits on request of the employee, at the discretion of Council through management.

ARTICLE 32 - HEALTH AND SAFETY COMMITTEE

32.01 COMMITTEE APPOINTMENTS AND MEETINGS

The District and the Union shall each appoint three (3) members to a Safety Committee and such Committee shall meet at least once a month or at any time when requested by either party on sufficient notice.

32.02 RIGHT TO REFUSE

Employees shall have the right to refuse unsafe work pursuant to Section 8.24 of the Industrial Health and Safety Regulations.

32.03 SAFETY INFORMATION

When a new substance is introduced to the work environment, safety information on the substance shall be given to the Safety Committee.

32.04 SAFETY AND HEALTH REPORTS, RECORDS AND DATA

The Employer shall provide members of the Health and Safety Committee with accident and WCB reports.

ARTICLE 33 - TECHNOLOGICAL CHANGE

33.01 The parties agree that Sections 53 and 54 of the Labour Relations Code shall apply.

ARTICLE 34 - PRESENT CONDITIONS AND BENEFITS

34.01 PRESENT CONDITIONS TO CONTINUE

All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess as employees of the District shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement but may be modified by mutual agreement between the District and the Union.

34.02 CONTINUATION OF ACQUIRED RIGHTS

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, or if there is an amalgamation, annexation, merger, or other structural change of the District, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the employees shall remain in existence and either party, upon notice to the other, may reopen this present Agreement for negotiations.

ARTICLE 35 – TERMINATION OF EMPLOYMENT AND SEVERANCE PAY

35.01 SEVERANCE PAY ENTITLEMENT

All regular employees discharged, displaced or laid off from their regular job because of elimination of positions, shall be entitled to choose severance pay as follows:

- (1) One (1) weeks pay for more than one (1) years but less than two (2) years consecutive service;
- (2) Two (2) weeks pay for more than two (2) years but less than five (5) years consecutive service;
- (3) Three (3) weeks pay for more than five (5) years but less than eight (8) years consecutive service;
- (4) Four (4) weeks pay for more than eight (8) years consecutive service.

35.02 NO ENTITLEMENT

The above shall not apply to seasonal workers and those discharged for cause.

35.03 TIME LIMIT FOR CHOOSING SEVERANCE PAY

An employee choosing severance pay must do so within thirty (30) calendar days from the effective date of layoff.

35.04 RIGHTS UNDER AGREEMENT TERMINATED

Upon acceptance of severance pay all rights under the Collective Agreement are terminated. Once the employee has opted for severance pay, that employee will be removed from the recall list and be deemed terminated from his employment.

ARTICLE 36 – GENERAL CONDITIONS

36.01 DIRTY PAY

Dirty pay in the amount of one dollar (\$1.00) per hour will be paid in addition to the regular rate when an employee is required to work with sanitary sewage.

36.02 ENVIRONMENTAL OPERATORS' CERTIFICATION PROGRAM (EOCP) RECERTIFICATION

Employees who must maintain EOCP certification as a condition of employment shall be eligible for the following, provided they successfully obtain required recertification, as required:

- (a) The Employer shall reimburse reasonable travel costs provided the employee has no alternative but travel out of the District of Vanderhoof in order to obtain such recertification.**
- (b) The Employer shall make such shift arrangements as necessary to ensure that employees do not lose any of their normal straight time pay when they travel outside the District of Vanderhoof under subsection (a), provided that the Union agrees to waive any provision of the Collective Agreement that would restrict the Employer's ability to do so.**

In addition to subsections (a) and (b) above the Employer shall pay the recertification fee for those employees who are required to maintain EOCP certification as a condition of employment provided the employees maintain (keep current) their certification.

36.03 COUNCIL MEETING INFORMATION PACKAGE

As early as possible before each regular Council meeting, the Employer will provide the Union's President or designate with a copy of the package of material and information, including reports and recommendations, that is made available to the public generally (not in-camera material).

ARTICLE 37 – TERM OF AGREEMENT

37.01 TERM

This Agreement shall take effect on the 1st day of January **2008** and shall remain in effect until the 31st day of December **2011**, and shall continue from year to year thereafter unless either party exercises its rights to commence collective bargaining as provided by the Labour Relations Code of British Columbia.

37.02 AMENDMENTS

The Union and the District may only amend the provisions of this Agreement provided that both parties agree to do so.

IN WITNESS THEREOF the District and the Union by their authorized representatives have affixed their signatures hereto on the _____ day of _____, 2008

FOR THE DISTRICT OF VANDERHOOF: CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1632:

APPENDIX "A" - WAGES

DISTRICT OF VANDERHOOF AND CUPE LOCAL 1632

| | <u>Jan. 1, 2008</u> | <u>Jan. 1, 2009</u> | <u>Jan. 1, 2010</u> | <u>Jan. 1, 2011</u> |
|---|---------------------|---------------------|---------------------|---------------------|
| Labourer | 23.36 | 24.10 | 24.86 | 25.78 |
| Janitor | 23.36 | 24.10 | 24.86 | 25.78 |
| Equipment Operator | 26.65 | 27.39 | 28.06 | 28.98 |
| Tradesman* | 28.20 | 28.94 | 29.70 | 30.62 |
| Garbage Truck Operator | 25.43 | 26.17 | 26.93 | 27.85 |
| Garbage Truck Swamper | 24.16 | 24.90 | 25.66 | 26.58 |
| Arena Attendant/Public Works (Beautification) | 24.78 | 25.52 | 26.28 | 27.20 |
| Administrative Assistant | 24.22 | 24.96 | 25.72 | 26.64 |
| Financial Assistant | 24.22 | 24.96 | 25.72 | 26.64 |
| Clerk/Cashier Receptionist | 21.63 | 22.97 | 24.33 | 25.78 |

* The Tradesman rate shall only apply when the employee performs Tradesman related duties.

* Water House Operator and Waste Water Operator to receive Tradesman rate when working in that classification.

Supervisory Pay - \$2.35 per hour

Dirty Pay - \$1.00 per hour (working with sanitary sewage)

LETTER OF UNDERSTANDING

Between
District of Vanderhoof
And
CUPE Local 1632

PART-TIME EMPLOYEE BENEFITS

It is agreed that:

1. Effective January 1, 2000, when an employee who normally works less than 24 hours per week exceeds that 24 hours per week threshold, that employee will have his/her hourly rate topped up for any hours worked over the 24 hours per week threshold by the equivalent hours cash value for benefits not received but benefits that that employee would have qualified for if he/she were a full-time employee.

IN WITNESS THEREOF the District and the Union by their authorized representatives have affixed their signatures hereto on the . day of _____, 2008.

FOR THE EMPLOYER:

FOR THE UNION:

LETTER OF UNDERSTANDING

Between
District of Vanderhoof
And
CUPE Local 1632

MANDATORY RETIREMENT

This letter addresses the effects of the *Human Rights Code (Mandatory Retirement Elimination) Amendment Act, 2007* that came into effect January 1, 2008.

Those employees who choose to retire at the “normal retirement age” of sixty-five may continue to do so as in the past.

The provisions of the Collective agreement shall continue to apply to those employees who choose to continue to work beyond age sixty-five (65), except Article 26, Employee Benefits/Sick leave.

The provisions of Article 26 shall continue to apply to those employees who choose to continue to work beyond age sixty-five (65) except LTD (section 26.03).

Notwithstanding the above, it is understood that the eligibility under the Municipal Pension Plan (section 26.04) continues to be subject to the rules and requirements of the Municipal Pension Plan, which may be amended as a result of the elimination of mandatory retirement.

Notwithstanding the above, eligibility for Worksafe BC coverage for employees who choose to continue to work beyond age sixty-five (65) continues to be subject to the rules and requirements of the Workers Compensation Act and regulations, which may be amended as a result of the elimination of mandatory retirement. The Employer’s responsibility under article 26.08 shall continue provided that Worksafe BC has accepted and continues to approve payment with respect to an employee’s claim. If eligibility for coverage is rejected or discontinued by Worksafe BC, or the employee reaches age seventy (70), article 26.08 shall cease to apply.”

Notwithstanding the above, coverage under Article 26, Employee Benefits/Sick leave generally will cease when an employee reaches age 70.

IN WITNESS THEREOF the District and the Union by their authorized representatives have affixed their signatures hereto on the . day of _____, 2008.

FOR THE EMPLOYER:

FOR THE UNION:

