

**COLLECTIVE AGREEMENT**

**BETWEEN**

**BEAVER CREEK IMPROVEMENT DISTRICT**  
(The "Employer")

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES**  
**LOCAL 118**  
(The "Union")

**January 1, 2009 to December 31, 2011**

## TABLE OF CONTENTS

<b>PREAMBLE</b> .....	2
<b>ARTICLE 1 – DEFINITIONS</b> .....	2
<b>ARTICLE 2 – MANAGEMENT RIGHTS</b> .....	3
<b>ARTICLE 3 – RECOGNITION AND NEGOTIATIONS</b> .....	3
<b>ARTICLE 4 – NO DISCRIMINATION</b> .....	4
<b>ARTICLE 5 – UNION SECURITY</b> .....	4
<b>ARTICLE 6 – CHECK-OFF OF UNION DUES</b> .....	4
<b>ARTICLE 7 – CORRESPONDENCE</b> .....	4
<b>ARTICLE 8 – LABOUR-MANAGEMENT RELATIONS</b> .....	5
<b>ARTICLE 9 – GRIEVANCE PROCEDURE</b> .....	6
<b>ARTICLE 10 – ARBITRATION</b> .....	7
<b>ARTICLE 11 – DISCHARGE, SUSPENSION AND DISCIPLINE</b> .....	8
<b>ARTICLE 12 – SENIORITY</b> .....	8
<b>ARTICLE 13 – PROMOTIONS AND STAFF CHANGES</b> .....	9
<b>ARTICLE 14 – NOTICE OF PERMANENT LAY-OFF</b> .....	10
<b>ARTICLE 15 – HOURS OF WORK</b> .....	11
<b>ARTICLE 16 – OVERTIME</b> .....	12
<b>ARTICLE 17 – HOLIDAYS</b> .....	12
<b>ARTICLE 18 – VACATIONS</b> .....	13
<b>ARTICLE 19 – SICK LEAVE</b> .....	15
<b>ARTICLE 20 – LEAVE OF ABSENCE</b> .....	15
<b>ARTICLE 21 – PAYMENT OF WAGES AND ALLOWANCES</b> .....	19
<b>ARTICLE 22 – RETIREMENT BENEFIT</b> .....	20
<b>ARTICLE 23 – JOB RECLASSIFICATION</b> .....	21
<b>ARTICLE 24 – WELFARE BENEFITS</b> .....	21
<b>ARTICLE 25 – HEALTH AND SAFETY</b> .....	23
<b>ARTICLE 26 – TECHNOLOGICAL CHANGE</b> .....	24
<b>ARTICLE 27 – JOB SECURITY</b> .....	24
<b>ARTICLE 28 – TERMS OF AGREEMENT</b> .....	26
<b>SCHEDULE "A" Wages</b> .....	27
<b>SCHEDULE "B"</b> .....	28

## **PREAMBLE**

It is the purpose of both Parties to this Agreement:

- a) to maintain and further industrial peace and harmonious relations;
- b) to improve the practices and procedures of collective bargaining;
- c) to promote conditions favourable to the orderly and constructive settlement of disputes;
- d) to encourage efficiency in operations;
- e) to promote the morale and well-being and security of all employees in the bargaining unit;
- f) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions.

## **ARTICLE 1 – DEFINITIONS**

### **1.01 Regular Employee**

An employee who has successfully completed the probationary period and who works hours as set out in Article 15.

### **1.02 Temporary Employee**

An employee hired to fill a temporary vacancy because of the absence of a regular employee or a temporary position created to meet a specific work requirement not to exceed six (6) months.

When a temporary employee works relief for a regular employee they shall receive the rate of pay of the regular employee they are replacing, for all time worked providing they are qualified to fulfill the duties of the position. If qualifications are not met by the replacement employee, the rates of pay enumerated under "Maintenance Tech" and "Office Helper" shall be those rates paid. Temporary employees will be given consideration on postings for regular job vacancies. In addition, current Temporary Employees shall have first right of refusal for all available work they are qualified to perform. Seniority for Temporary Employees shall be accrued by actual hours worked.

### **1.03 Probationary Employee**

An employee who is serving a probationary period to determine their suitability as a regular employee.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

- (a) Subject to the grievance procedure, the Union recognizes the rights of the Employer to operate and manage the business of the District in all respects, in accordance with its commitments and responsibilities and to make and alter from time to time as necessity arises, rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement. Such rules and regulations and amendments thereto shall be communicated in writing to the Union.
  
- (b) The Employer shall always have the right to hire, to discipline, demote and discharge employees for proper cause and to retire employees at the age of sixty-five (65).

## **ARTICLE 3 – RECOGNITION AND NEGOTIATIONS**

- (a) The Employer, or anyone authorised to act on its behalf, approves and recognises the Canadian Union of Public Employees, Local No. 118, as the sole bargaining agency for all of its employees except those excluded by the *Labour Relations Act* and hereby consents and agrees to negotiate with the Union or any authorised committee thereof, in any and all matters affecting the relationship between the Parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.
  
- (b) Persons whose regular jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for the purposes of instructions, experimenting or in emergencies when regular employees are not available.
  
- (c) No employee shall be required or permitted to make any written or verbal agreement which may conflict with the terms of this Agreement.
  
- (d) In respect of employees covered by this Agreement, the Employer shall not recognise during the currency of this Agreement, any other bargaining agent in respect of any matters herein dealt with.

#### **ARTICLE 4 – NO DISCRIMINATION**

- (a) The Employer, its servants and agents agree that there shall be no discrimination, interference, restriction or coercions exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoffs, discipline or otherwise by reason of age, race, creed, colour, sex or sexual orientation, national origin, political or religious affiliation, marital status nor by reason of his activities within a labour union. *The Human Rights Code* will apply.
- (b) All personnel have the right to work without harassment. Any complaint alleging harassment shall be dealt with through the grievance procedure.

#### **ARTICLE 5 – UNION SECURITY**

- a) All employees, as a condition of continuing employment, shall become and remain members in good standing of the Union, according to the Constitution and By-laws of the Union. The Union shall be the sole judge of good standing of its members. All future employees shall, as a condition of continued employment, become members in good standing in the Union not later than after one (1) month of continuous employment with the Employer.

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

- (a) The employee shall give written authorisation on a form satisfactory to the *Department of Labour*. The Employer agrees to deduct from the employees, monthly dues or assessments levied in accordance with the Union bylaws and owing by him, to the Union.
- (b) Deductions shall be made from the last payroll period in each month and shall be forwarded to the Treasurer of the Union not later than the fifteenth (15<sup>th</sup>) day of the following month in respect of which deductions have been made, accompanied by a list of all employees from whom deductions have been made.

#### **ARTICLE 7 – CORRESPONDENCE**

All correspondence between the parties, arising out of this Agreement or incidents thereto, shall pass to and from the Beaver Creek Improvement District and the Secretary of the Union and a copy shall be sent to the Unit Chair.

## **ARTICLE 8 – LABOUR-MANAGEMENT RELATIONS**

### **8.01 Establishment of Committee**

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

### **8.02 Function of Committee**

The Committee shall concern itself with the following general matters:

- 1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- 2) Improving and extending services to the public.
- 3) Promoting safety and sanitary practices.
- 4) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- 5) Correcting conditions causing grievances and misunderstandings.

### **8.03 Meetings of Committee**

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

### **8.04 Chairperson of The Meeting**

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

### **8.05 Minutes of The Meeting**

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE representative and the Employer shall each receive two (2) signed copies of the minutes within three days following the meeting.

## **8.06 Jurisdiction of Committee**

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

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

- a) The Union agrees to elect annually, one (1) job steward and to inform the Employer of the name of the person so elected. The job steward shall be recognised by the Employer.

## **ARTICLE 9 – GRIEVANCE PROCEDURE**

If a difference arises between the Parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitral, during the term of the Collective Agreement, there shall be no stoppage of work and the dispute shall be finally and conclusively settled as follows:

- (a) The employee shall first try to settle the dispute with the Personnel Liaison Committee, and if he or she so desires, may use the services of a job steward.
- (b) If no settlement is effected under Clause (a) above, the matter shall, within fourteen (14) days of the happenings giving rise to the grievance, be reduced to writing and submitted to the Board of Trustees for their consideration. The Board shall respond in writing within five (5) calendar days of hearing the grievance in disciplinary matters. For other issues the Board shall respond in writing within thirty (30) calendar days.
- (c) Where no settlement is effected within fourteen (14) days under Clause (b) it shall be submitted to Arbitration in accordance with Article 11 hereof.

## ARTICLE 10 – ARBITRATION

- 10.01 The party desiring arbitration shall appoint a member for the Board and shall notify the other party in writing of its appointment and particulars of the matter in dispute.
- 10.02 The party receiving the notice shall, within five (5) days thereafter, appoint a member for the Board and notify the other party of its appointment.
- 10.03
- a) The two (2) arbitrators so appointed shall confer to select a third person to be Chairman and failing for three (3) days from the appointment of the second of them to agree upon a person willing to act, either of them may apply to the Minister of Labour to appoint the third member.
  - b) The Arbitration Board shall sit, hear the parties, settle the term of question to be arbitrated, and make its award within ten (10) days from the date of appointment of the Chairman, provided the time may be 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 the award of the Board and shall be final and binding upon the parties and they shall implement it forthwith.
- 10.04 Where, under this Section, the Arbitration Board finds that an employee has been dismissed or suspended for other than proper cause, it may:
- a) Direct the Employer to reinstate the employee and pay to the employee a sum equal to his wages lost by reason of his dismissal or suspension or such lesser sum as in the opinion of the Board is fair and reasonable, or
  - b) Make such order as it considers fair and reasonable having regard to the terms of the Collective Agreement.
- 10.05 Each party shall pay its own expenses and cost of arbitration, the remuneration and disbursements of its appointee to the Board and one-half ( $\frac{1}{2}$ ) the compensation and expenses of the Chairman and of stenographic and other expenses of the Arbitration Board.
- 10.06 The parties may, by mutual consent, appoint a single Arbitrator and if so appointed, such single Arbitrator shall constitute the Arbitration Board.
- 10.07 Section 104 of the *Labour Relations Code* shall apply.



## **ARTICLE 11 – DISCHARGE, SUSPENSION AND DISCIPLINE**

- 11.01 The Employer shall not request, require or direct employees within this bargaining unit to perform work resulting from legal strikes, nor shall the employees be required to cross any picket lines legally established under the *Statutes of British Columbia*.
- 11.02 Except in cases warranting immediate discharge or suspension, when a charge is made against an employee, the Union shall be notified and the employee shall be entitled to representation by a Job Steward or other member of the Union.
- 11.03 When any disciplinary action is taken, the Employer shall, within five (5) days, notify in writing both the Union and the employee concerned of the cause for, and nature of, the discipline.
- 11.04 Clause 11.02 of this Article shall be subject to Article 10 of this Agreement.

## **ARTICLE 12 – SENIORITY**

- 12.01 For the purpose of this Agreement the seniority of regular employees shall be established on the basis of an employee's service calculated from the date of hire. Temporary employee's seniority shall be calculated based on hours worked. Seniority shall not be affected by;
- a) Absence due to a bona fide sickness, provided such sickness is attested to by a duly qualified practitioner.
  - b) Authorized leave of absence.
  - c) Absence while serving in the Armed Forces and for a period of ninety (90) days immediately following honourable discharge. An employee shall lose his seniority on voluntarily leaving the service of the Employer, or if discharged for cause and not reinstated.
  - d) Absence due to a compensable accident.
- 12.02 Seniority takes preference when dealing with layoffs, promotions, staff changes and any other relevant Articles.

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced and for Temporary employees, the number of hours worked. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

12.03 Notwithstanding anything contained in this Agreement, it is mutually agreed that all employees hired shall be subject to a probation period. This probation period to continue for sixty (60) days worked during which time they are considered to be probationary employees only, and during this same period no seniority rights shall be recognized. Upon the completion of the probation period they shall be regarded as regular employees and shall be entitled to seniority dating from the day on which their probation started. The Employer reserves the right, in extenuating circumstances, to extend the probationary period up to a further sixty (60) days worked.

12.04 Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of layoffs, employees shall be laid off in the reverse order of their seniority. Former employees shall be re-employed in the order of seniority. It is agreed between the parties hereto that seniority shall be retained and accumulated on the following basis:

Regular employees who are laid off shall retain their seniority for eighteen (18) months or their length of service, whichever is the lesser.

12.05 In the event of layoffs, the Employer agrees it will offer employment to the employees affected by the layoffs prior to engaging any new employees for similar work. Where a former employee is re-employed within the retained period of his seniority, he shall be credited with previous service in connection with vacations and other benefits based on the length of service.

## **ARTICLE 13 – PROMOTIONS AND STAFF CHANGES**

13.01 Prior to filling any staff change or a promotion covered by the terms of this Agreement, the Employer shall notify the Union in writing and post notice of the position in all shops on all bulletin boards for a minimum of five (5) working days, in order that all members will know about the position and be able to make written application therefore. Such notice shall contain the following information: Nature of position, required knowledge and education, ability and skills, shift and wage or salary range or rate.

- 13.02 In making staff changes, appointment shall be made of the applicant senior in the department and having the required qualifications. In the event there are no applicants from within the department, senior applicants from any other departments shall be considered for the appointment provided they have the required qualifications. The successful applicant shall be given a trial period to assess his performance. Conditional on satisfactory service, such promotion becomes permanent after a period of sixty (60) days worked. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, he shall be returned to his former position without loss of seniority or salary and any other employee promoted or transferred because the re-arrangement of positions shall also be returned to his former position without loss of seniority or salary.
- 13.03 The Union shall be notified within five (5) working days of any and all appointments, hiring, layoffs, rehiring and terminations of employment.
- 13.04 In case of promotions requiring higher qualifications or certifications, the Employer shall give consideration to employees who do not possess the required qualifications but are preparing for qualifications prior to filling the vacancy. Such employees shall be given an opportunity to qualify within a period of sixty (60) calendar days or such longer period as may be mutually determined and to revert to their former position if the required qualifications are not met within such time.
- 13.05 The Employer may demote any employee due to reduction in staff and where this is done, the knowledge, ability, skills and seniority shall be taken into consideration, where these are equal the employee with the shorter length of service shall be demoted. Demoted employees shall receive the rate of pay set for the position from which they are demoted for a period of twenty-one (21) days from the date of the demotion.

#### **ARTICLE 14 – NOTICE OF PERMANENT LAY-OFF**

- 14.01 A layoff shall be defined as a reduction in the work force, an employee's position being eliminated or a reduction in the person's regular weekly hours as defined in this Agreement.
- 14.02 The Employer shall notify the employees who are to be laid off thirty (30) working days prior to the effective date of the layoff. The notice shall give the reason for the layoff and its expected duration. If the employee has not had the opportunity to work the days as provided in the notice, the employee shall be paid for the days for which work was not made available.

- 14.03 The incumbent employee, whose hours have been reduced, has the option to:
- a) accept the reduction and remain in the position; or
  - b) to exercise their seniority rights as per .04 below:
- 14.04 An employee who is laid off may displace any employee with less seniority provided that they either:
- a) possess the qualification to perform the duties of the position of the less senior employee; or
  - b) can be trained, within a time period not to exceed three (3) months, to perform the duties of the position.
- 14.05 Any employee who is laid off and chooses to not exercise their seniority rights to displace a less senior employee, or accept their reduced hours, shall be placed on the recall list. They shall receive first option, in line of seniority, for all employment for which they are qualified. Seniority shall accrue for all time worked.
- 14.06 Employees on the recall list shall be recalled in the order of bargaining unit wide seniority and new employees shall not be hired until those who are laid off have been given an opportunity of recall.
- 14.07 Recall notices will be sent by registered mail to the employee being recalled with copies to the President and Secretary of the Local.
- 14.08 Grievances on Layoffs and Recalls
- Grievances concerning layoffs and recalls shall be initiated as Step 2 of Article 9b)
- 14.09 All temporary assignments shall be offered, in line of seniority, to laid off employees.

## **ARTICLE 15 – HOURS OF WORK**

- 15.01 The normal work week for maintenance workers shall consist of five (5) days, Monday to Friday inclusive. The work day shall consist of eight (8) consecutive hours with one-half ( $\frac{1}{2}$ ) hour off for lunch. The work week may be altered by reason of special circumstances and work available so long as a minimum of twenty-four (24) hours notice is given. (outside workers).

15.02 The normal work week for office workers shall consist of five (5) days Monday to Friday inclusive. The work day shall consist of seven and a half (7 ½) consecutive hours which includes a half (½) hour paid lunch.

## **ARTICLE 16 – OVERTIME**

### **16.01 Time and One Half**

A rate of time and one half ( $1\frac{1}{2} \times$ ) of an employee's basic hourly rate shall be paid when such employee works before or after a shift which exceeds the regular daily or weekly hours as defined in Article 15 and for the first eight (8) hours worked on the employee's first day of rest.

### **16.02 Double Time**

A rate of double (2X) the employee's hourly rate shall be paid for all overtime hours worked in excess of three hours per day during the regular work week. Double time shall be paid for all work performed on Sunday and for all hours worked over forty-eight (48) in a week.

### **16.03**

- a) In the event an employee is called out to work outside of regular work hours, such hours shall be deemed overtime with a minimum guarantee of two (2) hours overtime pay.
- b) In the event a temporary employee is called out to work on an unscheduled basis he shall receive a minimum of two (2) hours pay.

## **ARTICLE 17 – HOLIDAYS**

### **17.01 Statutory Holidays**

All regular employees shall receive one (1) day's holiday with pay for the following Statutory Holidays:

New Year's Day	Victoria Day
Labour Day	Christmas Day
Good Friday	Canada Day
Thanksgiving Day	Boxing Day
Easter Monday	British Columbia day
Remembrance Day	

and any day proclaimed by the Dominion or Provincial Governments as a holiday.

17.02 Statutory Holidays shall be paid at the employee's rate of pay.

17.03 An employee shall not be paid for a holiday in the event of absence from work on the day preceding or the work day following the said holiday unless he is on:

- a) annual vacation;
- b) leave of absence granted under Article 20.01, 20.03, 20.04, 20.05, 20.06 and 20.07 and where specifically authorised under Article 20.02;
- c) sick leave.

17.04 Temporary employees shall be paid for all statutory holidays that occur during their work schedule when they are replacing a regular employee.

## **ARTICLE 18 – VACATIONS**

### **18.01 Year of Service**

For the purpose of this Article a year of service shall consist of not less than one hundred and ninety (190) days including:

- a) Days actually worked,
- b) Time off on paid sick leave or compensation,
- c) Time off on annual and Statutory Holidays,
- d) Leave of absence granted under Article 21, Clauses (a), (b), (d), (e), (f), (g), (h) and where specifically authorised under Article 21, Clause (c).
- e) Vacation year shall be January 1 to December 31.
- f) Vacations should be taken in the calendar year in which they are due. Any unused time, may be carried forward upon request of the employee and approved upon review of operational requirements and if not used the money owed for any unused vacation time shall be paid out at the end of the current calendar year. Every available effort shall be given to provide as much advance notice to the Employer for the request but it is understood that there may be situations which may occur which do not permit advance notice.

### **18.02 Schedule of Vacation**

Vacations shall be scheduled by mutual agreement. The Employer shall give reasonable consideration to the employee's request.

### **18.03 Notice**

Employees shall give the Board two (2) weeks notice for intended vacation.

### **18.04 Vacation Time**

- ◆ Less than one (1) year's service: employees shall be granted one (1) day of vacation per month of service;
- ◆ Upon completion of one (1) year's service: employees shall be granted three (3) weeks vacation with full pay;
- ◆ Upon completion of five (5) years' service: employees shall be granted four (4) weeks vacation with full pay;
- ◆ Upon completion of ten (10) years' service: employees shall be granted five (5) weeks vacation with full pay;
- ◆ Upon completion of fifteen (15) years' service: employees shall be entitled to six (6) weeks of vacation with full pay;
- ◆ Upon completion of twenty five (25) years' service: employees shall be entitled to seven (7) weeks vacation with full pay;
- ◆ Upon completion of thirty years (30) years' service: employees shall be entitled to eight (8) weeks vacation with full pay.
- ◆ The parties agree that when an employee reaches an increase in vacation (anniversary year) they will be credited with the weeks vacation effective January 1<sup>st</sup>. It is understood that should an employee terminate employment they will have to pay back the week's vacation on prorated week if they have not reached their anniversary date.

### **18.05 Compensation for Holidays Falling Within Vacation Schedule**

If a Statutory Holiday or declared holiday falls on and is observed during an employee's vacation period, he shall be granted an additional day's vacation for each such holiday in addition to his regular vacation time.

### **18.06 Vacation Time for Temporary Employees**

Temporary employees shall be paid five (5%) percent of their gross salary on each cheque.

## **ARTICLE 19 – SICK LEAVE**

### **19.01 Entitlement**

- a) Regular employees shall be entitled to sick leave with pay at the employee's regular rate of pay.

Employees shall accumulate sick leave at the rate of one and one-half (1<sup>1</sup>/<sub>2</sub>) per month of service. The accumulation shall be limited to one hundred and twenty (120) days.

- b) Employees shall be allowed to use accumulated sick leave to tend to immediate family member(s) who is sick or injured. Immediate family member is as defined in Article 20.04 (a).
- c) Upon retirement, any accumulated sick time shall be paid out to the employee at their regular rate of pay.

## **ARTICLE 20 – LEAVE OF ABSENCE**

### **20.01 Union Leave**

- a) The Employer agrees that where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance, they shall suffer no loss of pay for the time so spent.
- b) Leave of absence without pay and without loss of seniority shall be granted upon request to the Employer, to employees elected or appointed to represent the Union at Union Conventions, such request to be in writing and presented forty-eight (48) hours prior to such leave. The aggregate of such leave of absence shall not exceed a total of twenty-four (24) days in any one (1) year.

### **20.02 General Leave**

The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave in writing for good and sufficient cause. Such request to be approved by the Union if leave of absence requested is for a period greater than thirty (30) days. During such period of leave of absence the employee shall not be eligible for Statutory Holiday pay, nor shall be given a credit for time in determining vacations or sick leave entitlement unless specifically authorised.



### **20.03 Jury or Court Witness Leave**

The Employer shall pay an employee who is required to serve as a juror or crown court witness his regular wage for those days lost. In return the employee shall remit to the Employer such payments as he or she may receive for such services. Employees shall return to work if dismissed by the court before twelve o'clock (12:00) noon.

It is agreed that the employee will forfeit any payment exclusive of meal allowance to receive the above.

### **20.04 Bereavement Leave**

Regular employees shall be granted leave as follows:

- a) Up to three (3) days if necessary in the case of a death of a spouse, parent, brother, brother-in-law, sister, sister-in-law, child, parent-in-law, step mother, step father, grand-child or grandparent of the employee. Where the normal work days are involved the employee shall be paid his regular wages for such a day or days.
- b) Additional leave of absence without pay will be granted where necessary for the purpose of attending the funeral.

### **20.05 Maternity Leave**

- a) An employee, on her written request for maternity leave is entitled to a leave of absence from work, without pay, for a period of eighteen (18) consecutive weeks or a shorter period the employee requests, commencing eleven (11) weeks immediately before the estimated date of birth or a later time the employee requests. A request under 20.05 (a) must;
  1. be made at least four (4) weeks before the day specified in the request as the day on which the employee proposes to commence maternity leave, and
  2. be accompanied by a certificate of a medical practitioner stating that the employee is pregnant and estimating the probable date of birth of the child.
- b) Regardless of the date of commencement of the leave of absence taken under subsection a), the leave shall not end before the expiration of six (6) weeks following the actual date of birth of the child unless the employee requests a shorter period.

- c) A request for a shorter period under subsection (2) must be given in writing to the Employer at least one (1) week before the date that the employee indicates she intends to return to work and the employee must furnish the Employer with a certificate of a medical practitioner stating that the employee is able to resume work.
- d) Where an employee gives birth or the pregnancy is terminated before a request for leave is made under subsection (1), the Employer shall, on the employee's request and on receipt of a certificate of a medical practitioner stating that the employee has given birth or the pregnancy was terminated on a specified date, grant the employee leave of absence from work, without pay, for a period of six (6) consecutive weeks, or a shorter period the employee requests, commencing on the specified date.
- e) Where an employee who has been granted leave of absence under this section is, for reasons related to the birth or the termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after expiration of the leave, the Employer shall grant to the employee further leaves of absence from work, without pay, for a period specified in one or more certificates but not exceeding a total of six (6) consecutive weeks.
- f) Parties agree that this article will be the same as E.S.A. if E.S.A. is a greater benefit.

## **20.06 Parental Leave**

- a) An employee, on his or her written request for parental leave, is entitled to a leave of absence from work, without pay, for the period specified in subsection c).
- b) A request under subsection (a) must:
  - 1. be made at least four (4) weeks before the day specified in the request as the day on which the employee proposes to commence parental leave, and
  - 2. be accompanied by:
    - i. a certificate of a medical practitioner or other evidence stating the date of birth of the child or the probable date of birth of the child if a certificate has not been provided, or
    - ii. a letter from an agency that placed the child providing evidence of the adoption of the child.

- c) The employee is entitled to parental leave for a period of twelve (12) consecutive weeks or a shorter period the employee requests, commencing;
  - 1. in the case of a natural mother, immediately following the end of the maternity leave unless the Employer and the employee agree otherwise,
    - i. in the case of a natural father, following the birth of the child and within the fifty-two (52) week period after the birth date of the new born child, and
    - ii. in the case of an adopting mother or father, following the adoption of the child and within the fifty-two (52) week period after the date the adopted child comes into the actual care and custody of the mother or father.
- d) If:
  - 1. the new born child or adopted child will be or is at least six (6) months of age at the time the child comes into the actual care and custody of the mother or father, and
  - 2. it is certified by a medical practitioner or the agency that placed the child that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the employee is entitled to a further parental leave of absence from work, without pay, for a period not exceeding a total of five (5) consecutive weeks as specified in the certificate, commencing immediately following the end of the parental leave taken under subsection c).
- e) An employee's combined entitlement to a leave of absence from work under this Part shall not exceed a total of thirty-two (32) weeks.

## **20.07 Education Leave**

- a) Where an employee is required to hold and maintain any qualification tickets to comply with the standards required he shall be paid for lost time at his regular rate of pay while attending such examination.
- b) The Employer shall compensate employees for the fees expended in maintaining their certificates and licences where such certificates / licenses are required by the Employer.

- c) The Employer will grant leave of absence with pay to employee(s) required to hold certificates in order for the employee(s) to obtain or maintain this qualification(s).
- d) Employees shall be able to attend BCWWA courses each year to a maximum of five (5) days, with the allowance of a rental vehicle.

## **ARTICLE 21 – PAYMENT OF WAGES AND ALLOWANCES**

### **21.01 Pay Days**

The Employer shall pay salaries and wages on alternate Fridays in accordance with Schedule "A" and Schedule "B" attached hereto and forming part of this Agreement.

### **21.02 Required Stand-by Pay**

Any employee who is required to stand by on weekends shall be paid four (4) hours at the rate of pay for his permanent classification per day on those days on which he is requested to stand by, unless he is required to work in which case he shall be paid three (3) hours at the rate of pay for his permanent classification for stand by plus overtime pay in accordance with Article 16.

### **21.03 Requested Stand-by Pay**

On those weekends and statutory holidays that an employee is requested to carry a pager, the employee shall receive one and one half (1<sup>1/2</sup>) hours at the employee's regular rate of pay for each day the employee is requested to carry it. If the employee is requested to carry the pager from the end of the work day to the beginning of the next work day during the regular work week of Monday to Friday, the employee shall be paid an additional one (1) hour's pay per day. Request means the employee has the right to refuse or to not respond personally to the callout.

An employee may turn down or refuse callout duties should they be unable to perform the duties required. Further, in the situation where the employee called is unable to perform the duties, the next available senior employee shall be contacted to attend the callout. Should no employees be able to perform the callout duties then it is understood that the Employer (Trustee) shall be contacted who will assume the responsibilities of dealing with the callout.

#### **21.04 Temporary Employee Stand-By**

A temporary employee, who is not working and who may be requested to carry the pager from the end of the work day to the beginning of the next work day Monday through Friday, shall be paid as per Article 21.03.

#### **21.05 Travel Expenses**

- a) Where an employee is required to use his personal vehicle for the employer's business, the following expenses shall be reimbursed to the employee:
- b) fifty (50¢) cents per kilometre for travel on paved roads;
- c) fifty (50¢) cents per kilometre for travel on gravel roads;
- d) the difference between "to and from work" automobile insurance and "business use" automobile insurance.

#### **21.06 Per Diem Rates**

Employees required to be away from home in the performance of their duties, including attendance at meetings, seminars or lectures, shall be reimbursed up to a maximum of sixty (\$60) dollars per day for meals.

### **ARTICLE 22 – RETIREMENT BENEFIT**

#### **22.01 Retirement or Disability**

After ten (10) years' service with the Employer, an employee upon retirement;

- a) at not less than fifty-five (55) years of age, or
- b) due to a total or permanent disability as verified by three (3) qualified medical practitioners,
- c) the Employer shall continue to cover dental and Extended Health Care Plan when employees retire for two (2) years. The employee must be in the service of employer for twenty-five (25) years.

shall receive pay for one (1) day at his/her regular rate at the time of termination for each full year of service determined in accordance with Article 18.04 and calculated from the date of his/her employment.

## **ARTICLE 23 – JOB RECLASSIFICATION**

### **23.01 Increase in Duties and/or Responsibilities**

When duties and/or responsibilities in any classification are increased or when any position not covered by Schedules "A" and "B" is established during the lifetime of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree as to the classification and/or rate of the job in question, such dispute shall be submitted to negotiations and if necessary, arbitration. The new rate so established shall become retroactive to the time the position was first filled by the employee.

### **23.02 In Other Classification**

An employee in more than one classification outlined in Schedule "A" or "B" shall be paid at the rate applicable to the work performed. An employee temporarily leaving his own classification to work in a classification carrying lower rates shall be paid at the rate of pay for his permanent classification provided such rate does not continue in excess of twenty-one (21) working days.

## **ARTICLE 24 – WELFARE BENEFITS**

### **24.01 Premiums**

The Employer agrees to pay one hundred percent (100%) of the premiums of the following programs on behalf of the employee:

### **24.02 Extended Health Care Plan**

Reimbursement for all medical expenses incurred by an employee or an employee's dependant that are not covered by public medicare programs up to a lifetime maximum of twenty-five thousand dollars (\$25,000) per individual claimant.

### **24.03 Medical Services Plan**

Provision of primary health services such as Doctor's fees, hospitalization and outpatient services free of charge.

#### **24.04 Comprehensive Dental Care Benefits Plan**

- One hundred percent (100%) reimbursement of expenses arising out of primary dental care;
- Seventy-five percent (75%) reimbursement of costs related to prosthetics, appliances, crowns and bridgework;
- Seventy-five percent (75%) reimbursement of orthodontic costs up to a lifetime maximum of four thousand dollars (\$4000) per individual claimant.

#### **24.05 Eye Glass Coverage**

Reimbursement up to a maximum of three hundred dollars (\$300.00) biannually.

#### **24.06 Employee and Family Assistance Plan:**

Personal and/or family counselling on domestic, financial and substance abuse problems free of charge.

#### **24.07 Long Term Disability Plan:**

The Employer shall administer a Union approved Long Term Disability Plan, of which the Employer shall pay one hundred percent (100%) of the premiums. This benefit to commence after ninety (90) days of total disability and provide an employee with two thirds (2/3) of his monthly income up to a maximum of three thousand dollars (\$3,000) until recovery or age sixty-five (65), whichever comes first.

#### **24.08 Life Insurance Premiums:**

The Employer agrees, effective January 1, 2002, to pay one hundred percent (100%) of the premiums for the Life Insurance of one hundred thousand dollars (\$100,000) for each employee.

#### **24.09 Superannuation:**

All employees shall be covered by the terms of the "Municipal Superannuation Act" if qualified.

#### **24.10 Employees on Leave:**

The Employer shall continue benefits for employees on leaves of absence of up to sixty (60) days.

#### **24.11 Disputed Claims:**

In the event of a disputed claim arising between an employee or eligible dependant and an underwriter of any of the foregoing benefits, the respective insurance policy shall govern and the Employer shall not be held liable and such disputes shall not be subject to the grievance procedure, but shall be subject to appeal to the carrier.

### **ARTICLE 25 – HEALTH AND SAFETY**

The Union and the Employer shall co-operate in continuing and perfecting the safety measures in effect.

#### **25.01 Payment Upon Injury**

An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at his regular rate of pay, provided that a duly qualified practitioner or nurse states that the employee is unfit for further work on that shift.

#### **25.02 Workers' Compensation Benefits**

Where an employee is absent from work as a result of a compensable injury sustained in discharging duties on behalf of the Employer, the employee shall:

- (a) turn over to the Employer all wage loss compensation received from the Workers' Compensation Board;
- (b) receive full pay and benefits for the period of compensation;
- (c) accrue sick leave and vacation credits.

This provision shall apply for a period not exceeding two (2) years. Thereafter the employee will receive benefits direct from the Workers' Compensation Board.



## **ARTICLE 26 – TECHNOLOGICAL CHANGE**

### **26.01 Notice of Change**

The Employer shall discuss proposed technological change with the Union and will give as much notice as possible to employees affected to give them an opportunity to train to operate the new machinery or to seek other employment. No permanent employee shall be displaced because of technological change without having received one (1) week's notice, pay included, for each year of service, with a minimum of four (4) weeks, during which time he will be allowed up to five (5) hours a week with pay for the purpose of the job interviews.

## **ARTICLE 27 – JOB SECURITY**

### **27.01 Contracting Out**

a) The Union recognises that the Employer engages sufficient staff and purchases sufficient equipment to maintain a year round operation and that at times certain projects will require staff and equipment beyond this requirement. IT IS THEREFORE AGREED that in the event this necessity should occur, this will not be a violation of the mutual covenants of the Agreement, provided:

(i) No employee shall suffer a loss.

b) The Employer shall endeavour to ensure that the employees of contractors or subcontractors performing work for the Employer shall receive wages and conditions of employment at least equal to the terms of this Agreement.

### **27.02 Amalgamation, Regionalization and Merger Protection**

In the event that the Employer is unable to secure the following conditions A – F, the affected employee(s) shall be fully compensated for the loss.

Beaver Creek Improvement District recognises that it has a responsibility to its employees before the introduction of any technological changes or methods of operation or merger agreements with any other body which may adversely affect the continued employment of permanent employees; conditions of employment, wages rates or work loads. In this respect the Employer shall notify the Union of the job description and wage of each position affected which shall be reviewed by the Labour Management Committee prior to any changes being made.

The Employer further recognises that permanent employees so affected will be given all available opportunities commensurate with seniority and abilities to acquire the necessary knowledge and skills required for retention of their employment.

Notwithstanding the foregoing, it is agreed between the parties that any permanent employee who is displaced as a result of technological changes or methods of operation or mergers will be given an opportunity to fill vacancies related to his/her skills and qualifications according to seniority.

- a) Employees shall be credited with all seniority rights with the new employer.
- b) All service credits relating to vacation with pay, sick leave credits, and other benefits shall be recognised by the new employer.
- c) All work and services presently performed by members of the Canadian Union of Public Employees shall be continued to be performed by CUPE with the new employer.
- d) Conditions of employment and wage rates for the new employer shall be equal to the best provisions in effect with the merging employers.
- e) No employee shall suffer a loss of employment as a result of merger.
- f) Preference in location of employment in the merged municipality shall be on the basis of seniority.

### **27.03 Work of the Bargaining Unit**

Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases mutually agreed upon by the Parties.

**ARTICLE 28 – TERMS OF AGREEMENT**

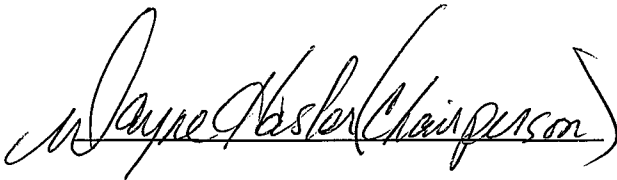
The terms and conditions of this Agreement shall be binding and remain in full force and effect from January 1, 2009 to December 31, 2011 and shall continue from year to year hereafter until a new Agreement is reached as provided for in the Statutes of the Province of British Columbia. However, any changes deemed necessary in the Agreement may be made by mutual agreement at any time during the existence of the Agreement.

Either party wishing to negotiate changes, additions or amendments to this Collective Agreement, at renewal time, shall give the other party at least sixty (60) days notice of such intent.

DATED this 12 day of Feb, 2009

For the Employer:  
Beaver Creek Improvement District

For the Union:  
Canadian Union of Public Employees,  
Local 118

 (Chairperson)



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### SCHEDULE "A" Wages BEAVER CREEK IMPROVEMENT DISTRICT

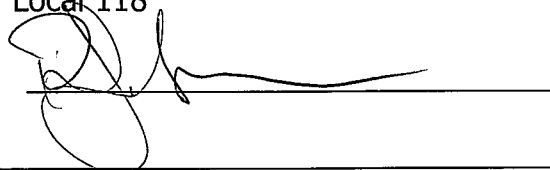
Classification	Jan 1, 2009 2.75%	Jan 1, 2010 2.75%	Jan 1, 2011 2.75%
Corporate Financial Administration Officer (full-time)	25.74	26.45	27.17
Office Helper	18.75	19.27	19.80
Maintenance Tech Supervisor (possesses Water Distribution Tickets 1 and 2)	30.16	30.99	31.84
Maintenance Tech (trainee)	28.18	28.96	29.76
Maintenance Tech Assistant	24.38	25.05	25.74
Maintenance Tech, Tickets 1 & 2	29.13	29.93	30.75
Labourer	\$22.56	23.18	23.82
Flagging	22.56	23.18	23.82

DATED this 12 day of Feb, 2009

For the Employer:  
Beaver Creek Improvement District

  
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For the Union:  
Canadian Union of Public Employees,  
Local 118

  
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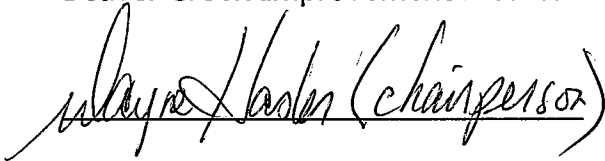
## SCHEDULE "B"

Re: Attendance at Board Meetings

Employees requested to attend Board Meetings outside normal working hours shall be paid the appropriate overtime rates for all such hours. Monthly mileage to be mutually agreed upon between the employee and the Employer.

DATED this 12 day of Feb, 2009

For the Employer:  
Beaver Creek Improvement District

 (chairperson)

For the Union:  
Canadian Union of Public Employees,  
Local 118

