

COLLECTIVE AGREEMENT

BETWEEN

VILLAGE OF HARRISON HOT SPRINGS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 458

JANUARY 1, 2008 – DECEMBER 31, 2010

TABLE OF CONTENTS

ARTICLE 1	PREAMBLE	1
ARTICLE 2	DEFINITIONS	2
ARTICLE 3	RECOGNITION AND NEGOTIATIONS	3
ARTICLE 4	MANAGEMENT RIGHTS	4
ARTICLE 5	UNION SECURITY	4
ARTICLE 6	CHECK-OFF OF UNION DUES	4
ARTICLE 7	LABOUR/MANAGEMENT RELATIONS	5
	a) Representation	5
	b) Bargaining Committee	5
	c) Function of Labour/Management Committee, etc.	5
	d) Representative of Canadian Union	5
	e) Meeting of Committee	5
	f) Time Off for Meeting.....	6
	g) Technical Information	6
ARTICLE 8	GRIEVANCE PROCEDURE AND ARBITRATION	6
ARTICLE 9	SENIORITY	8
	a) Seniority Defined	8
	b) Seniority List	8
	c) Probationary Employees	9
	d) Loss of Seniority	9
	e) Reasons for Loss of Seniority	9
	f) Transfers Outside Bargaining Unit.....	9
ARTICLE 10	PROMOTIONS AND STAFF CHANGES	10
	a) Job Postings	10
	b) Information in Postings.....	10
	c) Recognition of Seniority	10
	d) Method of Making Appointments	10
	e) Trial Period	11

ARTICLE 11	LAYOFFS AND RECALLS	11
a)	Layoff and Recall Procedures	11
b)	No New Employees	11
c)	Notice of Layoff	11
ARTICLE 12	HOURS OF WORK	12
	Section 1	12
a)	Hours of Work	12
b)	Straight Time	12
c)	Overtime	12
d)	Day Shifts	13
e)	No Work Available For Shift	13
f)	Callout	13
g)	Break Periods	13
h)	Standby Pay	13
i)	Banking Overtime	13
	Section 2	14
a)	Shift Premium	14
b)	Definition of Shifts	14
c)	Shift Preference	14
d)	Notice of Change of Shift	14
ARTICLE 13	STATUTORY HOLIDAYS	15
a)	Statutory Holidays	15
b)	Weekend Statutory Holidays	15
c)	Holiday Pay	15
d)	Holidays on Day Off	15
ARTICLE 14	ANNUAL VACATIONS	16
a)	Calendar Year	16
b)	Entitlement	16
c)	Continuous Service	16
d)	Additional Vacation in New Year	17
e)	Statutory Holiday During Vacation	17
f)	Continuous Vacation	17
g)	Changes Within Vacation	17
h)	Vacation Scheduling	18
ARTICLE 15	SICK LEAVE PROVISIONS	18
a)	Preamble	18

b)	Sick Leave Defined.....	19
c)	Sick Leave During Leave of Absence	19
d)	Extension of Sick Leave	19
e)	Deductions from Sick Leave	19
f)	Proof of Illness	19
g)	Sick Leave Records.....	20
h)	Sick Leave for Family Illness.....	20
ARTICLE 16	SERVICE SEVERANCE PAY	20
a)	Severance Pay	20
b)	Retirement	20
c)	Day's Pay.....	20
ARTICLE 17	LEAVE OF ABSENCE.....	21
a)	For Union Business	21
b)	Leave for Union Duties.....	21
c)	Bereavement Leave	21
d)	Pallbearer's Leave	21
e)	General Leave	21
f)	Jury Court Witness Duty or Coroner Inquest	22
g)	Parental Leave	22
ARTICLE 18	PAYMENT OF WAGES AND ALLOWANCES	22
a)	Pay Days	22
b)	Equal Pay for Equal Work.....	22
c)	Part Time Employees	22
d)	Pay During Temporary Transfers.....	23
di)	Temporary Assignments	23
e)	Meal Allowance	23
f)	Payment for Course Instruction	23
g)	Rates for Leadmen and Charge Hands.....	23
h)	Professional Fees and Licences	24
i)	Mileage Allowance.....	24
ARTICLE 19	JOB CLASSIFICATION AND RECLASSIFICATION	24
a)	Job Descriptions	24
b)	Changes in Classification	24
ARTICLE 20	WELFARE BENEFITS	25
a)	Pension Plan	25
b)	Group Medical, Insurance Benefits & Dental Plan	25

c)	Supplementation of Compensation Award	25
d)	Legislation	26
e)	Group Life Insurance	26
f)	General Provisions.....	26
ARTICLE 21	SAFETY AND HEALTH	27
a)	Co-operation on Safety	27
b)	Union-Employer Safety Committee	27
c)	Meetings of Committee	27
d)	Safety Measures	27
e)	Protective Clothing	27
f)	No Disciplinary Action	28
g)	Investigation of Accidents	28
h)	Pay for Injured Employees	28
i)	Transportation of Accident Victims	28
ARTICLE 22	TECHNOLOGICAL AND OTHER CHANGES	29
a)	Union Notification of Changes	29
b)	No Dismissals	29
c)	Training Programme	29
d)	Additional Training.....	29
e)	No New Employees.....	30
ARTICLE 23	JOB SECURITY	30
a)	Contracting-Out	30
ARTICLE 24	UNIFORM AND CLOTHING ALLOWANCE	30
a)	Outside Work Crew	30
b)	Personal Protective Clothing and Equipment.....	30
ARTICLE 25	GENERAL CONDITIONS.....	29
a)	Proper Facilities	30
b)	Bulletin Boards	30
c)	Tools	31
d)	Fire and Theft Insurance	31
e)	Use of Employer's Vehicle	31
f)	Letters of Discipline.....	31
g)	Job Sharing.....	31

ARTICLE 26	PRESENT CONDITIONS AND BENEFITS	32
a)	Present Conditions to Continue	32
b)	Continuation of Acquired Rights	32
ARTICLE 27	CROSSING OF PICKET LINES DURING STRIKE	32
a)	Legal Picket Lines	32
ARTICLE 28	GENERAL	33
a)	Plural or Feminine Terms May Apply	33
ARTICLE 29	WORKPLACE VIOLENCE	33
a)	Definition of Violence	33
b)	Reporting Violent Incidents	33
c)	Development of Policies Against Violence	33
ARTICLE 30	TERM OF AGREEMENT	34
WAGE SCHEDULE		36
a)	Treatment Plant Operator	37
b)	Labourer and Equipment Operator Rates	37
c)	Clerk Receptionist Rates	37
LETTERS OF UNDERSTANDING		
#1 -	Hours of Work and Flexible Work Schedule	38
#2 -	Flexible Work Schedules for Full-Time Inside Workers	39
APPENDIX "A"		40

This Agreement made this 1st day of January 2008

BETWEEN: **VILLAGE OF HARRISON HOT SPRINGS**
(Hereinafter called the "Employer")

Party of the first part;

AND **THE CANADIAN UNION OF PUBLIC EMPLOYEES,
(LOCAL NO.458)**
Chartered by the Canadian Union of Public Employees and
affiliated with the Canadian Labour Congress
(Hereinafter called the "Union")

Party of the second part.

ARTICLE 1 PREAMBLE

WHEREAS it is the desire of both parties to this Agreement:

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

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement;

NOW THEREFORE, the parties agree as follows:

ARTICLE 2

DEFINITIONS

- a) **“Employee”** shall mean a person who is an “employee” as defined in the Labour Code of British Columbia.
- b) **“Probationary Employee”** shall mean a person serving an initial trial period of sixty-five (65) days worked from date of hire, to determine suitability for employment as a “regular employee”.
- c) **“Regular Employee”** shall mean an employee, full and part time, who has successfully completed the probationary period and who is employed on a regular basis.
- d) **“Regular” Employees”** shall be entitled to all benefits provided by the Collective Agreement, from date of hire.
- e) **“Probationary” Employees”** shall be entitled to all benefits provided by the Collective Agreement, from date of hire except the following Welfare Benefits:
Article 20 (a) Pension Plan
Article 20 (b) Group Medical and Insurance Benefits
- f) The Employer agrees to notify the Union, in writing, when an employee covered by the Agreement is hired, promoted, demoted, transferred, laid off, recalled, resigns, is suspended, or is terminated.
- g) **“Time Duration Employees”** shall be defined as an employee, other than a Probationary , Regular or Casual Employee, who is employed to augment the regular staff, or who is employed on a special project of limited duration not exceeding six (6) calendar months (which period of time may be extended by mutual consent of both parties in writing). Time Duration Employees, during the aforementioned period shall be entitled to cumulative seniority from date of hire based on days worked (with four (4) hours or more being equal to one (1) day; less than four (4) hours being equal to half (1/2) a day; and twenty-one (21) days being equal to one (1) month). Time Duration Employees shall not be entitled to fringe benefits during the six (6) calendar months period referred to above, but shall receive 10.2% in lieu of benefits on each paycheque (such payment being inclusive of such items as

statutory holidays, annual vacation and all other fringe benefits). "Time Duration Employees" completing six (6) calendar months worked shall be entitled to all fringe benefits other than those where an initial time limit is required retroactive to the date of hire, and will no longer receive the 10.2% payment in lieu of benefits.

- h.) "Casual Employees" shall be defined as an employee who is employed to replace, when required by the Employer, employees who are absent from work. Casual Employees shall not be entitled to fringe benefits. However, Casual Employees shall receive 10.2% in lieu of benefits on each paycheque (such payment being inclusive of such items as statutory holidays, annual vacations and all other fringe benefits).

Subject to the provisions below, Casual Employees shall be entitled to cumulative seniority from date of hire based on days worked (with four (4) hours or more being equal to one (1) day; less than four (4) hours being equal to half (1/2) a day; and twenty-one (21) days being equal to one (1) month.

1. Casual Employees shall only be entitled to rely upon their cumulative seniority for the purpose of the Employer making an appointment to a posted vacant position pursuant to Article 10(e) of this Agreement.

2. Casual Employees shall lose their cumulative seniority in the event that they have not actively worked for the Employer for a period in excess of twelve (12) months.

ARTICLE 3

RECOGNITION AND NEGOTIATIONS

The Employer recognizes the Canadian Union of Public Employees, Local 458, as the sole and exclusive collective bargaining agency for all of its employees, save and except those excluded by the Labour Code of British Columbia, and hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationships between the parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

Persons whose 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 instruction, experimenting, or in emergencies when regular employees are not available and provided that the act of

performing the aforementioned operations, in itself, does not reduce the hours of work or pay of any employee.

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

ARTICLE 4 **MANAGEMENT RIGHTS**

The Union recognizes that it is the function of the Employer to exercise the regular and customary functions of management and to direct the working forces of the Employer, subject to the terms of this Agreement. The question of whether one of these rights is limited by this Agreement may be decided through the Grievance Procedure.

ARTICLE 5 **UNION SECURITY**

All employees of the Employer, 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. All future employees of the Employer shall, as a condition of continued employment, become and remain members in good standing in the Union.

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

- a) The Employer shall deduct from every employee any monthly dues, initiations or assessments levied, in accordance with the Union Constitution and/or By-laws, and owing by him to the Union.

- b) The Employer agrees to the check-off of all Union dues, fees and assessments levied in accordance with the Constitution and /or By-laws of the Union. The Union agrees to advise the Employer of the amounts of such Union dues and/or assessments as may be determined from time to time by the said Union. The Village, upon receipt of such advice from the Union, shall thereupon deduct from the earnings of the employees such dues, fees and assessments and shall forward to the Union the total of such amounts deducted together with a list of those employees from whom such deductions were made, such deductions to be remitted to the Union Treasurer not later than the fifteenth (15th) day of the following month.

ARTICLE 7

LABOUR/MANAGEMENT RELATIONS

a) Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its Officers. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

b) Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than three (3) members of the Employer, as appointees of the Employer, and not more than (3) members of the Union, as appointees of the Union. The Union will advise the Employer of the Union nominees to the Committee.

c) Function of Bargaining Committee etc.

All matters of mutual concern pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions etc. shall be referred to the Bargaining Committee for discussions and settlement.

d) Representation of Canadian Union

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 representatives shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance. On all such occasions, the Employer shall be informed by the representative of his presence and the reason for it.

e) Meeting of the Committee

In the event either party wishes to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than six (6) calendar days after the request has been given.

f) i) Time Off for Meeting

Any representative of the Union on the Bargaining Committee or the Labour Management Cooperation Committee, who is in the employ of the Employer shall have the privilege of attending Committee Meetings held within working hours without loss of remuneration.

- ii) Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on negotiations with the employer with respect to a grievance or time off during working hours to complete Union financial transactions with the bank; it being understood that such absences require the prior approval of the employer and shall not be unreasonably withheld.

g) Technical Information

The Employer shall make available to the Union, on request, information required by the Union, such as job descriptions, positions in the bargaining unit, job classifications, wage rates, a breakdown of point ratings in job evaluation, pension and welfare plans and all other technical information and reports, records, studies, surveys, manuals, directives, or documents required for collective bargaining purposes.

ARTICLE 8

GRIEVANCE PROCEDURE AND ARBITRATION

Should any difference arise between the persons bound by this Agreement concerning its interpretation, application, operation, or any alleged violation thereof, including any question governing the dismissal or suspension of an employee bound by the Agreement, and including any question as to whether any matter is arbitrable, there shall be no stoppage of work on account of such difference and an earnest effort shall be made to settle the difference in the following manner.

8.01

Grievance Procedure

- a) Step One
The employee involved shall first take up the grievance verbally with their immediate Supervisor, recognizing Article 3, within ten (10) working days from the time the Employee ought to have reasonably known of the event-giving rise to the grievance. The Supervisor shall notify the employee of their right to Union Representation at the meeting.

- b) Step Two
If the grievance is not satisfactorily settled at Step One, the Grievance shall be presented in writing within ten (10) working days from the meeting at Step One to the appropriate Department Head who shall arrange a meeting within six (6) working days of receipt of the grievance. The Department Head shall provide a written response to the Union within ten (10) working days from the date of the meeting at Step Two.

- c) Step Three
If the Grievance is not satisfactorily settled at Step Two, the Union may refer the grievance to the Chief Administrative Officer at Step Three within ten (10) working days from receiving the Step Two response. The Chief Administrative Officer may arrange a meeting within six working days. The Chief Administrative Officer shall reply in writing to the Union within ten (10) working days from the date of the meeting at Step Three.

- d) Step Four
If the parties are not satisfied with the response at Step Three the grieving party may give written notice of arbitration to the other within ten (10) working days of receipt of the Step Three response.

8.02

Appointment of an Arbitration Board

- a) The Board of Arbitration shall consist of one (1) representative of the Employer, one (1) representative of the Union and an impartial Chairman chosen by these representatives.

- b) Upon the matter being referred to arbitration pursuant to Article 8.01 (d), the Employer and the Union shall, within five (5) working days after the last representative has been named, the

representatives shall name an impartial Chairman. Should they fail to do so, they shall jointly request the Labour Relations Board to select a Chairman.

- c) By mutual agreement of the parties a single arbitrator may be utilized in the place of the three-person arbitration panel.
- d) The expenses and compensation of the representatives selected by the parties shall be borne by the respective parties. The expenses and compensation of the Chairperson shall be shared equally between the parties.

8.03 Policy Grievance

Where a dispute involving a question of general application or general interpretation of the Agreement occurs, the Employer has a grievance, or a grievance on discharge, layoff or recall occurs, such grievances may be processed commencing at Step Three.

8.04 Time Limits

Where a stipulated time is mentioned in Steps One to Four the time may be extended by mutual consent of the parties.

ARTICLE 9 SENIORITY

a) Seniority Defined

Seniority is defined as the length of service in the bargaining unit and shall be used in determining preference or priority for promotions, transfers, demotions, layoffs and recall. Seniority shall operate on a bargaining-unit-wide basis.

Seniority for Part Time Employees and Full Time Employees with Part Time Service shall be based on days worked, with their date of hire (seniority date) adjusted on the following - four (4) hours or more equals one (1) day; less than four (4) hours equals half a day (½); twenty-one (21) days equals one month.

b) Seniority List

The Employer shall maintain a Seniority List showing the date upon which each employee's service commenced. An up-to-date Seniority List shall be sent to the Union annually.

c) Probationary Employees

Newly hired employees shall be considered on a probationary basis for a period of sixty-five (65) days worked from date of hiring. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement. After completion of the probationary period, seniority shall be effective from the original date of employment. Such probationary employment can be extended by mutual consent.

d) 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 Employer.

e) Reasons for Loss of Seniority

An employee shall only lose his seniority in the event:

- 1) He is discharged for just cause and is not reinstated;
- 2) He resigns;
- 3) He is absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
- 4) He fails to return to work within (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his current address;
- 5) He is laid off for a period longer than one (1) year;
- 6) Loss of seniority shall mean loss of all rights as an employee.

f) Transfers Outside Bargaining Unit

No Employee shall be transferred to a position outside the bargaining unit without his consent. It is understood and agreed that an employee who consents to transfer, for any reason, to a

position which he knows to be outside the bargaining unit shall not then initiate proceedings to have that position included in the bargaining unit.

ARTICLE 10 PROMOTIONS AND STAFF CHANGES

a) Job Postings

When a vacancy occurs or a new position is created, either inside or outside of the bargaining unit, the Employer shall notify the Union in writing and post notice of the position in the Employer's offices, locker rooms, shops and on all bulletin boards for a minimum of one (1) week, in order that all members will know about the position and be able to make written application. It is agreed that vacant positions may be filled on a temporary basis for a period not exceeding thirty (30) days prior to a permanent appointment being made.

b) Information in Postings

Such notice shall contain the following information: Nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range. Those qualifications may not be established in an arbitrary or discriminatory manner.

c) Recognition of Seniority

Both parties recognize:

- 1) The principle of promotion within the service of the Employer;
- 2) That job opportunity should increase in proportion to length of service.

d) Method of Making Appointments

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority, and having the required qualifications. External applicants will only be considered if no internal applicants have the required qualifications. Appointments from within the bargaining unit shall be made within three (3) weeks of posting.

e) Trial Period

The successful applicant shall be placed on trial for a period of sixty-five (65) days worked. Conditional on satisfactory service, such trial promotion shall become permanent after the period of sixty-five (65) days. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself unable to perform the duties of the new job classification, he shall be returned to his former position without loss of seniority and wage or salary. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his former position without loss of seniority and wage or salary.

ARTICLE 11 **LAYOFFS AND RECALLS**

a) Layoff and Recall Procedure

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 the reverse order of their seniority, provided that the remaining employees are qualified to perform the work. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

b) No New Employees

No new employees will be hired until those laid off have been given an opportunity of re-employment.

c) Notice of Layoff

The Employer shall notify employees who are to be laid off ten (10) working days before the layoff if effective. If the employee laid off has not had the opportunity to work ten (10) full days after notice of layoff, he shall be paid in lieu of work for that part of ten (10) days during which work was not available.

ARTICLE 12 HOURS OF WORK

Section 1

a) **Hours of Work**

That all employees, except clerical staff, shall work seven and one-half (7½) hours per day, and thirty-seven and one-half (37½) hours per week, Monday to Friday, inclusive.

The hours for clerical staff shall be seven (7) hours per day, and thirty five (35) hours per week Monday to Friday, inclusive, between the hours of 8:30 a.m. and 4:30 p.m.

All work in excess of seven and one-half (7½) hours per day or thirty-seven and one-half (37½) hours per week for other than clerical staff, and seven (7) hours per day or thirty-five (35) hours per week for clerical staff shall be paid for at the rate of double time. Overtime shall be calculated to the half (½) hour.

All hours worked on a Saturday, Sunday, a Statutory Holiday or General Holiday, or on the normal second day of rest, shall be paid for at double time, in addition to any holiday pay which may be payable.

This section shall not apply to employees whose regular work week is other than from Monday to Friday inclusive; however, employees required to work on their regular days off shall receive overtime rates of pay as provided above.

b) **Straight Time**

Employees other than clerical staff working less than seven and one-half (7½) hours per day and clerical staff working less than seven (7) hours per day, shall be paid at straight time rates for all hours worked up to seven and one-half (7½) hours per day or seven (7) hours per day respectively, then overtime rates as set out above shall prevail.

c) **Overtime**

1) Overtime work shall be divided equally among the employees in the Unit who are willing and capable to perform the work that is available. All time worked beyond the normal workday, the normal workweek, or on a holiday shall be considered overtime.

d) Day Shift

For the purpose of establishing shifts for employees other than clerical staff, the parties hereby agree that;

Day shift shall be any seven and one-half (7½) consecutive hours between 7:00 a.m. and 6:00 p.m., with one-half (½) hour for lunch.

e) No Work Available for Shift

Where an employee reports for a shift and no work is available, such employee shall be paid for a minimum of two (2) hours; and in the event the employee commences work, a minimum of four (4) hours shall be paid.

f) Call Out

An employee who is called from his residence to work outside of his regular working hours shall be paid at overtime rates of pay as provided in this Agreement, or a minimum of two (2) hours' pay at overtime rate of pay whichever is greater. Time worked shall be computed from the time the employee commences to work until he has completed the work for which he was called out or until he is instructed to cease work.

g) Break Periods

All employees shall be permitted a rest period of fifteen (15) consecutive minutes both in the first and the second half of a shift.

h) Standby Pay

Employees who are authorized by their Employer to standby for extra duty shall be paid as follows: Two (2) hours per sixteen (16) hour period Monday through Friday.

Three (3) hours per twenty-four (24) hour period on the first and second days off and Statutory Holidays.

i) Banking Overtime

The Employer and the Union agree that employees may bank, and thereafter use, overtime and/or standby entitlements up to a maximum of seventy-five (75) straight time hours in any calendar year. Such time may be taken as time off with pay upon request to and approval of the

Employer. Alternatively such time may be paid out at the request of the employee.

Time banked may not be carried forward into the following year, except in special circumstances agreed to between the Union and the Employer.

Time not taken or scheduled to be taken before the first pay period in December shall be paid out on the second pay period in December.

Section 2

a) Shift Premium

In recognition of the undesirable features of shift work, employees shall receive ten percent (10%) per hour additional compensation for all hours worked in the evening or night shift. Shift premiums shall apply in calculating overtime, vacation pay, sick leave, holidays and other fringe benefits.

b) Definition of Shifts

Unsocial shifts shall be defined as those shifts in which any hours are worked between 6:00 p.m. and 7:00 a.m.

c) Shift Preference

Seniority shall determine shift preference, subject only to ability to perform the job required.

d) Notice of Change of Shift

Forty-eight (48) hours' notice shall be given before change of shift. Failure to provide a least sixteen (16) hours' rest between shifts which are being changed shall result in payment of overtime at established rates for any hours worked during such normal rest period.

ARTICLE 13 STATUTORY HOLIDAYS

It is the purpose of this Article to guarantee a minimum of eleven (11) Statutory Holidays to all employees.

a) Statutory Holidays

All employees shall have the following Statutory Holidays off with pay at the employee's regular rate of pay:

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

and any other day proclaimed by the Federal, Provincial or Municipal Government.

For the purpose of this section, all new employees hired by the Employer shall have worked for the Employer at least fifteen (15) working days in the thirty (30) calendar day period immediately prior to the Statutory Holiday.

b) Weekend Statutory Holidays

When any of the above noted holidays falls on a Saturday or Sunday and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be holidays for the purpose of this Agreement.

c) Holiday Pay

Employees who are not required to work on the above holidays shall receive holiday pay equal to one normal day's pay. Employees who are required to work shall be paid in accordance with Article 12, Section 1 (a).

d) Holidays on Day Off

When any of the above noted holidays falls on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Employer.

ARTICLE 14 ANNUAL VACATIONS

All employees covered by this Agreement shall receive an annual vacation with pay on the following basis:

a) Calendar Year

For the purpose of this section, calendar year shall be the period January 1st to December 31st inclusive.

b) Entitlement

Employees, during the first (1st) calendar year of service, shall accumulate one and one-quarter (1¼) working days for each completed month of employment or major fraction thereof, to a maximum of fifteen (15) working days. Employees shall receive an Annual Vacation equivalent to the accumulated working days at the employee's regular rate of pay or six percent (6%) of the employee's annual gross earnings, whichever is greater.

Employees who have been continuously employed for less than a twelve (12) month period, but are on the payroll at January 1st, shall be considered to have completed their first (1st) calendar year of service.

c) Continuous Service

3 weeks after 1 year or 6% of the gross annual earnings, which ever is greater.

4 weeks after six years or 8% of the gross annual earnings, whichever is greater.

21 days during 8th year or 8.4% of the gross annual earnings, whichever is greater.

22 days during 9th year or 8.8% of the gross annual earnings, whichever is greater.

23 days during 10th year or 9.2% of the gross annual earnings, whichever is greater.

24 days during 11th year or 9.6% of the gross annual earnings, whichever is greater.

25 days during 12th year or 10.0% of the gross annual earnings, whichever is greater.

26 days during 13th year or 10.4% of the gross annual earning, whichever is greater.

27 days during 14th year or 10.8% of the gross annual earnings, whichever is greater.

28 days during 15th year or 11.2% of the gross annual earnings, whichever is greater.

29 days during 16th year or 11.6% of the gross annual earnings, whichever is greater.

30 days during 17th year and there after or 12.0% of the gross annual earnings, whichever is greater.

d) Additional Vacation in New Year

Where an employee becomes eligible for added vacation on January 1st in any year, the employee shall be entitled to such added vacation at the time of taking his/her annual vacation.

e) Statutory Holiday During Vacation

When a Statutory Holiday falls or is observed during an employee's annual vacation period, he/she shall be granted an additional day's vacation for each Statutory Holiday in addition to his/her regular vacation time.

f) Continuous Vacation

An employee shall be entitled to receive his vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer.

g) Changes Within Vacation

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

at a later date, at the employee's option. The employee shall produce a medical certificate from a qualified Medical Practitioner.

h) Vacation Scheduling

Annual vacations will be taken in the year in which the entitlement occurs unless it is unreasonable to do so. Where it is necessary for an employee's vacation to be carried into the following year, it shall be scheduled and taken within a period of time set by the Employer in consultation with the Union and the employee concerned.

Employees who wish to exercise seniority rights for vacation selection shall, between November 1–30 of each year, submit to the Employer their annual vacation requests for the following calendar year. The Employer shall post approved vacations for the following calendar year by December 15th of each year. Vacation requests for the following calendar year, which are received by the Employer after November 30th, shall be considered on a first received basis and shall not displace approved vacations. The Employer will accommodate vacation requests where it is reasonable to do so.

All vacation requests shall be submitted in writing to the Employer for approval not less than two (2) weeks prior to the requested vacation period except in the event of special circumstances where the request shall be made as far in advance as possible.

ARTICLE 15 SICK LEAVE PROVISIONS

a) Preamble

All employees upon completion of the probationary period shall be granted two (2) days' sick leave with pay every month of service retroactive to the date of hire. An employee shall be entitled to an accrual of all unused sick leave to a maximum of three hundred and sixty (360) days for his future benefits.

An employee shall be entitled to one (1) day's pay at the first (1st) pay period of the new calendar year at the rate of pay in effect December 31st for every three (3) sick leave days remaining to his credit from his annual sick leave entitlement of twenty-four (24) days at the end of each calendar year.

The number of gratuity days shall be deducted from the total sick leave balance for that year. The balance shall be cumulative for purposes of sick leave only to a maximum of three hundred and sixty (360) days.

In the event of death in service, all such accrued sick leave shall be paid to the employee's beneficiary.

b) Sick Leave Defined

Sick Leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, exposed to contagious disease, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

c) Sick Leave During Leave of Absence

When an employee is given leave of absence without pay for any reason, or is laid off due to lack of work, he shall not receive sick leave credit for the period of such absence, but shall retain his cumulative credit.

d) Extension of Sick Leave

Notwithstanding the foregoing sections, the Employer may grant further periods of sick leave in special circumstances. Such periods shall not normally exceed eighteen (18) working days and shall be recovered by the Employer as the employee earns additional credits and, moreover, if not repaid, shall be deducted from wages if or when the employee loses status as an employee for any reason.

e) Deductions from Sick Leave

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave as defined. Sick Leave of less than a full working day shall be deducted on an hourly basis.

f) Proof of Illness

An employee may be required to produce a certificate from a qualified Medical Practitioner for any illness in excess of three (3) working days, certifying that such employee is unable to carry out his duties due to illness, or non-compensable accident. The Employer shall pay the cost of any medical certificate requested by the Employer.

g) Sick Leave Records

A record of all unused Sick Leave will be kept by the Employer. Immediately after the close of each calendar year, each employee shall be advised of the amount of Sick Leave accrued to his credit.

h) Sick Leave for Family Illness

When no one at home other than the employee can provide for the needs of an immediate member of his/her family, an employee shall be entitled, after notifying his Employer, to use a maximum of three (3) accumulated Sick Leave Days per year to care for the member of the family who is ill, provided that the employee deliver to the Employer a written statement confirming that there is no other person other than the employee available for providing care.

ARTICLE 16 **SERVICE SEVERENCE PAY**

a) Severance Pay

It is agreed and understood that "Service Severance Pay" shall be paid to employees of the Employer on the following basis:

Employees retiring from the service of the Employer shall be paid at the rate of four (4) days' pay for each year of service with the Employer up to a maximum of thirty (30) days.

For the purpose of "Service Severance Pay," the following definitions shall apply:

b) Retirement

Shall be defined as an employee leaving the service of the Employer in accordance with the provisions of the Public Sector Pensions Act, and shall apply to all employees as though contributing under the said Act, provided they retire at the retirement ages permitted in the Public Sector Pension Plans Act.

c) Days Pay

Shall be defined as pay for one (1) day at the current rate of pay for the classification in which the employee was regularly employed.

ARTICLE 17 LEAVE OF ABSENCE

a) For Union Business

1) Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance.

b) Leave for Union Duties

It is agreed that official representatives of the Union be granted Leave of Absence without pay, to attend Union Conventions or perform any other function on behalf of the Union and its affiliation, provided that not more than two (2) Union Representatives shall be away at any one time. Such Leave of Absence shall not affect the employee's seniority and/or benefits contained in this Agreement.

It is agreed that any employee who is elected or selected for a full time position with the Union or any body with which the Union is affiliated, may be granted Leave of Absence without pay and without loss of seniority by the Employer for a period up to one (1) year and may be renewed each year on request during his/her term in office.

c) Bereavement Leave

An employee shall be granted up to three (3) working days' leave without loss of salary or wages in the case of death of a parent, wife, husband, brother, sister, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchild and grandparent. Where the burial occurs outside the province, leave to travel may be granted, such leave may not exceed seven (7) working days of absence and shall be without pay.

d) Pallbearers' Leave

One half ($\frac{1}{2}$) days leave shall be granted without loss of salary or wages to attend a funeral as a pallbearer.

e) General Leave

The Employer shall grant Leave of Absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient

cause, such request to be in writing and approved by the Employer. Such approval shall not be withheld unjustly.

f) Jury Court Witness Duty or Coroner's Inquest

The Employer shall grant a leave of absence without loss of seniority to an employee who serves as a Juror or Crown witness in any court. The

Employer shall pay such an employee the difference between his normal earnings and the payment he receives for Jury Service or Court Witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received to the Employer.

g) Parental Leave

One (1) working day with pay shall be provided upon birth or adoption of a child.

ARTICLE 18 PAYMENT OF WAGES AND ALLOWANCES

a) Pay Days

The Employer shall pay wages in accordance with the Wage Schedule attached hereto and forming part of this Agreement. On each payday each employee shall be provided with an itemized statement of his wages and deductions.

b) Equal Pay for Equal Work

The principle of equal pay for equal work shall apply, regardless of sex.

c) Part Time Employees

Regular Part Time employees shall receive the wage rates, conditions of employment, and perquisites specified in this Agreement on a pro-rata basis according to their hours of work.

d) Pay During Temporary Transfers

When an employee temporarily substitutes in, or performs the principal duties of a higher paying position at a flat rate of pay, she shall receive the rate of the job. When an employee temporarily substitutes in, or performs the principal duties of a higher paying position for which a salary range has been established, he shall receive the rate in the salary range which is next higher to his previous rate. When an employee is assigned to a position paying a lower rate, such employee shall incur no reduction in pay.

d i) Temporary Assignments

Employees temporarily assigned to positions outside the scope of this Collective Agreement shall be paid from the first day in the Temporary Assigned Position, ten percent (10%) above the assigned employee's regular classification rate. In each assignment the employee shall be notified in writing in advance of the temporary assignment.

e) Meal Allowance

Employees required to work more than two (2) hours overtime in any day or shift shall be provided with a meal by the Employer, or remuneration of up to a maximum of \$15.00.

f) Payment for Course Instruction

The Employer shall pay the full cost of any Course of Instruction required by the Employer for an employee to better qualify himself to perform his job. Payment shall be made fifty (50%) percent on enrolment and the balance after completion of two (2) years' service with the Employer.

g) Rates for Leadmen and Charge Hands

A Leadman is one who over and above his regular work, supervises two or more employees, but remains under the supervision of a Foreman. While so employed, Leadmen shall receive not less than ten percent (10%) above the highest rates classification under their supervision.

h) Professional Fees and Licenses

The Employer shall pay Professional Fees for any employee who is required by the Employer to be a member of Professional Association, and Licence for any employee who is required to be licensed, other than motor vehicle licence.

i) Mileage Allowance

Mileage rates paid to employees using their own automobiles for the Employer's business shall be reimbursed at the rate established by the Council of the Village of Harrison Hot Springs from time to time for for Council's Mileage Allowance.

As a condition of employment, the Employer does not require anyone to own a car. When transportation is required, the employee may, with the approval of the Employer, elect to use his own car at the approved mileage rate. If an employee does not elect to use his own car, or if he does not own a car, the Employer will, if necessary, provide alternative transportation appropriate to the occasion. Should the mileage allowance of Council be increased, the rate set out in the Collective Agreement would increase by the same amount.

ARTICLE 19 JOB CLASSIFICATION AND RECLASSIFICATION

a) Job Descriptions

The Employer agrees to draw up Job Descriptions for all classifications for which the Union is bargaining agent. These Descriptions shall be presented to the Union and shall become the recognized Job Descriptions. In the event of a dispute being raised by the Union concerning the contents of the Job Descriptions, the Union shall be entitled to file a grievance pursuant to Article 8.03 of this Agreement within thirty (30) days of being provided the disputed Job Description(s).

Classifications and Job Descriptions so established shall not be eliminated without prior agreement with the Union.

b) 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 the Schedule

“A” is established during the term 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 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 first filled by an employee.

ARTICLE 20 WELFARE BENEFITS

a) Pension Plan

Employees will be eligible for enrollment in the Plan in accordance with Municipal Pension Plan rules, as may be revised from time-to-time.

b) Group Medical and Insurance Benefits

The Employer agrees to provide, and each employee shall be required to participate in, the following benefits as a condition of employment, upon completion of an employee’s probationary period.

i) Medical and Surgical Benefits through MSP

ii) In addition to any benefits included in this Article, the Employees Benefit Coverage is as indicated in Pacific Blue Cross Policy and booklet, as may be amended from time-to-time by the carrier.

Extended Health Care (P.B.C.) including Eyeglass coverage up to Three Hundred (\$300.00) on a two (2) year cycle. The employer will arrange with the carrier to have a direct pay drug card provided to all eligible employees.

Hearing Aid coverage shall be provided for employees and dependents in the amount of Four Hundred Dollars (\$400.00) on a five (5) year cycle.

Dental Plan (P.B.C.) to cover A (80%), B (60%) and C (Orthodontic) (50% to a lifetime maximum of \$2,500.00 for each eligible employee and eligible dependent).

The cost of providing these benefits shall be borne eighty per cent (80%) by the Employer and twenty per cent (20%) by the employee.

c) Supplementation of Compensation Award

An employee prevented from performing his regular work with the Employer on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Workers' Compensation Act, shall receive from the Employer the difference between the amount payable by the Workers' Compensation Board and his net pay on the basis of "No Loss – No Gain" to employee. One-quarter (¼) day shall be deducted from the Sick Leave of any employee for each day of W.C.B. Compensation.

d) Legislation

If the premium paid by the Employer for any employee benefit is reduced as a result of any legislative or other action, the amount of the saving shall be used to increase other benefits available to the employees as may be mutually agreed between the parties, or shall be passed on to the employees in the form of increased wage or salary rates or in the form of other benefits. Provided always that cost sharing between the parties is maintained for benefits other than Sick Leave.

e) Group Life Insurance

The Employer agrees to pay eight percent (80%) of the premium for Group Life Insurance. The Plan provided for \$25,000.00 commencing July 1, 1996 and to \$50,000.00 commencing January 1998.

f) General Provisions

With respect to paragraphs (b) and (e) above, all benefit plan coverages, terms, conditions and specific eligibility requirements shall at all times be subject to and governed by the actual terms and conditions of the Plan provided by the carrier, as may be amended from time-to-time by the carrier. The Employer agrees that the level of benefit coverages provided to employees pursuant to paragraphs (b) and (e) above shall not be reduced without the mutual agreement of the Union.

Provided that the Employer fulfills its responsibility to pay its portion of the premiums for the applicable benefit coverages, the Employer cannot be held responsible or liable for the rejection of any claim by the carrier.

ARTICLE 21 SAFETY AND HEALTH

a) Co-operation on Safety

The Union and the Employer shall co-operate in continuing and perfecting regulations which will afford adequate protection to employees engaged in hazardous work.

b) Union-Employer Safety Committee

A Safety and Health Committee shall be established and composed of two (2) representatives appointed by the Employer and up to two (2) representatives appointed by the Union.

c) Meetings of Committee

The Safety and Health Committee shall hold meetings no less than every three (3) months, or as requested by the Employer and all unsafe, hazardous or dangerous conditions shall be taken up and dealt with at such meetings. Minutes of all Safety and Health Committee Meetings shall be kept and copies of such Minutes shall be sent to the Employer and the Union.

d) Safety Measures

Employees working in any unsanitary or dangerous jobs shall be supplied with all the necessary tools, safety equipment and protective clothing when needed.

e) Protective Clothing

Raingear, Rubber Boots and Work Gloves are to be provided for all employees on Proof of Need.

Safety Boot Allowance shall be one hundred dollars (\$100.00) per person once per year maximum, on proof of purchase.

The Employer will provide separate protective clothing, if required, to an employee for work with respect to water services and for work with respect to sewer services.

f) No Disciplinary Action

An employee shall not be disciplined for refusing to carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that employee has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person. The Parties agree that Section 3.12 of the B.C. *Occupational Health and Safety Regulation*, as may be amended from time-to-time, shall be followed in the event that an employee refuses to perform unsafe work pursuant to this Article. (A copy of Section 3.12 of the *Occupational Health and Safety Regulation* is attached as Appendix "A" to this Collective Agreement for informational purposes.)

g) Investigation of Accidents

The Union shall be notified immediately of any work-related accident or injury to an employee. The Employer shall undertake an investigation into the cause of any workplace accident or injury as required under the B.C. *Workers Compensation Act*. In particular, the investigation process shall be in accordance with section 174(1) of the *Workers Compensation Act*, as may be revised from time-to time, which provides that the investigation must be carried out by persons knowledgeable about the type of work involved and, if they are reasonably available, with the participation of the Employer or a representative of the Employer and a worker representative on the Safety and Health Committee.

h) Pay for Injured Employees

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 without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

i) Transportation of Accident Victims

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

ARTICLE 22 TECHNOLOGICAL AND OTHER CHANGES

a) Union Notification of Changes

Sixty (60) days before the introduction of any technological or other changes, or methods of operation which affect the rights of employees, conditions of employment, wage rates or work loads, the Employer shall notify the Union of the proposed change.

Any such change shall be made only after the Union and the Employer have reached an agreement on such change through collective bargaining. If the Employer and the Union fail to agree on the results of the change, the matter shall be referred to the Grievance Procedure of this Agreement.

b) No Dismissals

No regular employee shall be dismissed by the Employer because of Mechanization or Technological Changes. An employee who is displaced from his job by virtue of Technological Change or improvements will suffer no reduction in normal earnings and will be given the opportunity to fill other vacancies according to seniority.

c) Training Programme

In the event that the Employer should introduce new methods or machines which require new or greater skills than possessed by employees under the present methods of operation, such employees shall, at the expense of the Employer, be given a minimum period, not to exceed one (1) year, during which they may perfect or acquire the skills necessitated by the new methods of operation. There shall be no change in wage or salary rates during the training period of any such employee and no reduction in pay upon being reclassified in the new position.

d) Additional Training

Should the introduction of new methods of operation create a need for the perfection or acquisition of skills requiring a training period longer than one (1) year, the additional training time shall be a subject for discussion between the Employer and the Union.

e) No New Employees

No additional employees shall be hired by the Employer until the employees already working shall be notified of the proposed Technological Change and allowed a training period to acquire the necessary knowledge or skill for retaining their employment.

ARTICLE 23 JOB SECURITY

a) Contracting Out

The Employer agrees that employees shall not be laid off nor have their hours of work reduced, nor shall the bargaining unit be eroded as a result of Contracting Out work or services.

ARTICLE 24 UNIFORM AND CLOTHING ALLOWANCE

a) Outside Work Crew

The Employer shall issue two (2) sets of Coveralls per year to all Outside Work Crews to a maximum of seventy-five (\$75.00) per pair.

b) Personal Protective Clothing and Equipment

The Employer will provide to employees any personal protective clothing and equipment which is required by Worksafe BC to be provided by the Employer.

ARTICLE 25 GENERAL CONDITIONS

a) Proper Facilities

Proper facilities as set out in the current Worker's Compensation Act shall be provided for employees to have their meals and keep and change their clothes.

b) Bulletin Boards

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

have the right to post notices of meetings and such other notices as may be of interest to the employees.

c) Tools

Employees required to furnish their own tools in the performance of their duties shall, upon producing a broken tool, have same replaced by the Employer.

d) Fire and Theft Insurance

The Employer shall provide Fire and Theft Insurance covering the tools and equipment owned by the employees and used in the performance of their duties with the Employer.

e) Use of Employer's Vehicle

An employee who is authorized to use an Employer owned vehicle for the Employer's business, shall be paid by the Employer the amount of any dollar loss which the employee sustains as a result of any accident during such use provided that the driving of the employee did not constitute:

- 1) Gross negligence, or
- 2) A breach of any condition of the Employer's Insurance covering such use.

f) Letters of Discipline

The Employer shall not rely upon any letter of discipline that has been placed on the file of an Employee after the expiration of three (3) years from the date that the letter of discipline was issued, provided there have not been any further disciplinary infractions by the Employee during that period and provided that the applicable letter of discipline is not material to any pending disciplinary action against the Employee.

g) Job Sharing

Proposals for job sharing arrangements will be considered on a case-by-case basis.

Job sharing arrangements shall not be entered into unless the terms of the arrangement are acceptable to both the Employer and the Union.

Each job sharing arrangement shall stand on its own merits and shall not constitute a precedent for any future job sharing proposals.

ARTICLE 26 PRESENT CONDITIONS AND BENEFITS

a) Present Conditions to Continue

It is agreed that any general conditions presently in force, which are not specifically mentioned in this Agreement and are not contrary to its intentions, shall continue in full force and effect for the duration of this contract.

b) 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 Employer, 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 written notice to the other, may require the Parties to meet, as soon as possible, to negotiate mutually agreeable provisions to be substituted for the provisions of this Agreement which have been rendered invalid. If mutually agreeable provisions cannot be achieved through negotiations, either Party shall be entitled to refer the matter to arbitration pursuant to Article 8.02 of this agreement.

ARTICLE 27 CROSSING OF PICKET LINES DURING STRIKE

a) Legal Picket Lines

No employee will be required to enter any building or property where a Picket Line is in evidence when such Picket Line is established under either the Statutes of the Province of British Columbia or the Statutes of the Dominion of Canada, excepting for the purpose of maintaining essential services or in cases of emergencies when requested by the Employer and his Union Local.

ARTICLE 28 GENERAL

a) 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 29 WORKPLACE VIOLENCE

a) Definition of Violence

Any incident in which an employee is abused, threatened or assaulted during the course of his/her employment. This includes the application of force, threats with or without weapons, severe verbal abuse and persistent sexual and racial harassment.

b) Reporting Violent Incidents

The parties agree that all cases of violence whether involving major injury, minor injury, threats, verbal abuse or sexual and racial harassment, must be reported to the Employer and to the Joint Union/Management Health and Safety Committee.

c) Development of Policies Against Violence

The parties agree to develop explicit policies for dealing with the problem of violence. The policy will address the prevention of violence, the management of violent situations and the provision of support to employees who have faced violence. The policies detailing the organization and arrangements for dealing with the problems will be part of the Employer's Health and Safety Policy. The violence policy will be brought to the attention of all employees.

ARTICLE 30 TERM OF AGREEMENT

This Agreement shall be for the period from and including January 1, 2008 up to and including December 31, 2010 and from year to year thereafter, subject to the right of either party to the Agreement, at any time within four (4) months immediately preceding the date of the expiry of this Agreement (December 31, 2010) or immediately preceding the last day of December in any year thereafter, by written notice, to require the other party to the Agreement to commence collective bargaining.

Should either party give written notice as aforesaid, all terms and conditions of this Agreement shall remain in full force and effect during bargaining for a renewal agreement. During any period of strike or lockout, the terms and conditions of this Agreement shall be suspended. If a strike or lockout is terminated before a renewal Agreement becomes effective, the terms and conditions of this Agreement shall be in full force and effect until a renewal Agreement becomes effective.

IN WITNESS WHEREOF the parties hereto set their hands and seals on the day and year first above written.

<p>The Seal of the Village of Harrison Hot Springs is hereto affixed in the presence of its Officers:</p>	<p>The Seal of the Canadian Union of Public Employees, Local 458, is hereto affixed in the presence of its proper Officers:</p>
<p>MAYOR</p>	<p>CUPE REPRESENTATIVE</p>
<p>CORPORATE OFFICER</p>	<p>LOCAL 458 COMMITTEE MEMBER</p>
	<p>LOCAL 458 COMMITTEE MEMBER</p>

VILLAGE OF HARRISON HOT SPRINGS

WAGE SCHEDULE

CLASS	January 1 2008	January 1 2009	January 1, 2010
Summer Beach Co-ordinator	\$14.21	\$14.71	\$15.30
Casual Clerk	\$15.54	\$16.08	\$16.72
Clerk Receptionist	\$19.64	\$20.33	\$21.14
Clerk Receptionist II	\$22.05	\$22.82	\$23.73
Accounts Clerk	\$24.26	\$25.11	\$26.11
Payroll and Taxation Clerk	\$25.59	\$26.49	\$27.55
Labourer I	\$22.05	\$22.82	\$23.73
Labourer II	\$22.73	\$23.53	\$24.47
Labourer III	\$23.25	\$24.06	\$25.02
Equipment Operator	\$24.34	\$25.19	\$26.20
Assistant Foreman	\$25.40	\$26.29	\$27.34
Foreman	\$27.81	\$28.78	\$29.93

A. **TREATMENT PLANT OPERATOR**

An employee doing general operations, maintenance and testing at the Treatment Plant shall be paid Equipment Operator Rates unless already being paid at a higher rate.

B. **LABOURER AND EQUIPMENT OPERATOR RATES**

These rates are based on the following understanding:

Labourer 1 - Beginning Labourer

Labourer 2 - Paid to a regular employee after one (1) year service as Labourer I (which includes any continuous service as Labourer I in a Time Duration position).

Labourer 3 - Primarily labour work with some large equipment operation.

Equipment Operator – Primarily equipment operations with some labour work.

C. **CLERK RECEPTIONIST RATES**

These rates are based on the following understanding:

Clerk Receptionist - Beginning Clerk Receptionist

Clerk Receptionist II - Paid to a regular employee after one (1) year service as Clerk Receptionist (which includes any continuous service as a Clerk Receptionist in a Time Duration position).

LETTER OF UNDERSTANDING
BETWEEN
VILLAGE OF HARRISON HOT SPRINGS
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 458

Re: Hours of Work and Flexible Work Schedules

Hours of work for Outside Employees shall continue to be Monday through Thursday 8:00 a.m. to 4:30 p.m. and Friday 8:00 a.m. to 2:00 p.m. which may be varied by mutual agreement between the Employer and the Union.

The Employer will continue their practice of considering alternative flexible work schedules and will implement them, subject to operation needs, based on mutual agreement.

Notwithstanding the foregoing the Employer may schedule employees hired after September 1993 to an alternate work schedule to provide coverage on Friday between 2:00 p.m. and 4:00 pm. with equivalent hours off on some other day.

It is further agreed that employees hired after September 1993, may be scheduled for non emergency weekend work on Saturday and/or Sunday with two consecutive days and one hour premium for each day to be granted as time off with pay.

It is understood that either of the schedules noted in paragraphs two (2) and three (3) must be posted two weeks or more in advance or regular overtime premiums apply.

Dated this 16th day of October, 2008

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

BETWEEN

VILLAGE OF HARRISON HOT SPRINGS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 458

Re: Flexible Work Schedules for Full-Time Inside Workers

The parties agree to constitute a committee, consisting of two (2) Full-Time Inside Workers within the bargaining unit and two (2) Management representatives, to meet and explore the feasibility of implementing flexible work schedules for the Full-Time Inside workers within the bargaining unit. The Parties further agree that the first meeting of the Committee shall be held within four (4) months of ratification of the 2008-2010 Collective Agreement.

If the Committee recommends the implementation of flexible works schedules for the Full-Time Inside Workers, the Employer agrees it will do so for a trial period of four (4) months commencing on the date as determined by the Committee. At the completion of the four (4) month trial period, the Village Council shall determine, at its discretion, whether or not the flexible work schedules for the Full-Time Inside Workers should continue.

Dated this 16th day of October, 2008.

FOR THE EMPLOYER

FOR THE UNION

VILLAGE OF HARRISON HOT SPRINGS
APPENDIX "A"
OCCUPATIONAL HEALTH & SAFETY REGULATION – B.C REG 296/97
REFUSAL OF UNSAFE WORK

Procedure for Refusal

- 3.12 (1) A person must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.
- (2) A worker who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to subsection (1) must immediately report the circumstances of the unsafe condition to his or her supervisor or employer.
- (3) A supervisor or employer receiving a report made under subsection (2) must immediately investigate the matter and
- (a) ensure that any unsafe condition is remedied without delay, or
 - (b) if in his or her opinion the report is not valid, must so inform the person who made the report.
- (4) If the procedure under subsection (3) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the supervisor or employer must investigate the matter in the presence of the worker who made the report and in the presence of
- (a) a worker member of the joint committee
 - (b) a worker who is selected by a trade union representing the worker, or
 - (c) if there is no joint committee or the worker is not represented by a trade union, any other reasonably available worker selected by the worker.
- (5) If the investigation under subsection (4) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the supervisor, or the employer, and the worker must immediately notify an officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.