



COLLECTIVE AGREEMENT BETWEEN

THE TOWN OF GOLDEN

(hereinafter referred to as the Employer)

PARTY OF THE FIRST PART

AND

**THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2309**

(hereinafter referred to as the Union)

PARTY OF THE SECOND PART

March 1st, 2009 to February 29th, 2012

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PREAMBLE

- (1) It is the purpose of both Parties of this Agreement:
 - a) To maintain and improve harmonious relations 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, service, etc.
 - c) To encourage efficiency in operations.
 - d) To promote the morale, well-being and security of all employees in the bargaining unit of the Union, and
- (2) It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

DEFINITIONS

“Employees” as used in this Agreement shall mean all employees employed in those classifications listed in Appendices of this Agreement.

“Employee Status”

(1) **Permanent Employees**

Permanent Employees are regular full-time and regular part-time employees who have completed the probationary period.

(2) **Non Permanent Employees**

Non Permanent Employees are seasonal and casual employees who have not completed a probationary period.

(3) **Regular Full-Time Employees**

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

(4) **Regular Part-Time Employees**

A Regular Part-Time Employee is one who has completed the probationary period and who works fewer hours per week than a regular full-time as outlined in this Agreement. These employees accumulate seniority proportionate to hours worked and are entitled to the benefits as outlined in this Agreement where applicable.

Regular Part Time Employees working 20 hours or more hours per week shall be entitled to the benefits and provisions outlined in Article 13 and Article 14.

Regular Part-Time Employees that work less than 20 hours per week, shall receive in addition to their hourly rate, fifteen percent (15%) in lieu of the benefits outlined in Article 14.01, 14.02, 14.03 and 14.04.

(5) **Casual Employees**

(a) A Casual Employee is full-time or part-time, but employed on a day-to-day basis. Casual employees are employed on a “call-in” basis to cover absences due to sick leave, vacation leave or any approved leave, or to augment the regular workforce during peak periods. These periods shall not exceed three (3) months (60 working days) in a given year without the agreement of the Union. Such agreement shall not be unreasonably denied.

(b) No bargaining unit seniority shall accrue for a casual employee unless that employee is appointed to a regular full-time position or a regular part-time position. Where a casual employee is appointed to a regular position, he shall serve an initial probationary period as per Article 6.02 of the Collective Agreement. Upon successful completion of the

probationary period, the casual employee who becomes a regular employee shall be credited for purposes of seniority for the number of actual days he/she worked for the Town.

(c) The Employer shall maintain a casual seniority list, separate from the regular employees' seniority, of casual employees which shall be supplied to the Union upon request.

(6) Probationary Employees

A newly hired employee shall be on probation only for the first ninety (90) calendar days of his/her employment. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement. After completion of the probationary period, seniority shall be effective from the original date of employment.

(7) Seasonal Employees

A regular full-time employee, as above, or a regular part-time employee, as above, who are designated at the time of hiring to be employed for a specific period of time not to exceed six (6) months in a twelve (12) month period. They do not accumulate seniority and are not entitled to any benefits of this Agreement, except hourly rates of pay set forth in the Appendices.

"Days" – Whenever the word 'days' is used under Article X with reference to length of time, it shall mean 'working days' unless otherwise specified.

"Week" - Whenever the work 'week' is used, it shall be considered as constituting forty (40) or thirty-five (35) hours, Sunday to Saturday, whichever is applicable.

"Month" - Whenever the word 'month' is used, it shall be considered as constituting twenty (20) working days.

"Calendar Year" - Whenever the words 'calendar year' are used, they shall be considered to constitute the twelve (12) month period from January 1st to December 31st, inclusive.

ARTICLE I – RECOGNITION OF THE UNION

Section 1 – Sole Bargaining Agency

1.01 The Employer recognizes the Canadian Union of Public Employees and its Local 2309 as the sole and exclusive collective bargaining agent for all of its employees as specified by certification on November 22, 1979 by the British Columbia Labour Relations Board and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

1.02 Work of the Bargaining Unit

Persons whose jobs 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.

1.03 Part-Time, Casual and Seasonal Employees

This Collective Agreement is fully applicable to all part-time, casual or seasonal employees, unless otherwise specified.

1.04 No Other Agreements

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

1.05 Representatives of the Canadian Union

The Union shall have the right, at any time, to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representative(s)/advisor(s) shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance.

1.06 Representation

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the Bargaining Unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or groups of employees, an elected or appointed representative of the Union shall be the Spokesperson.

In order that this may be carried out, the Union will supply the Employer with the names of its Officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

Section 2 – Managerial Exclusions

1.07 Without restricting the generality of the foregoing sections, it is agreed that the following position(s) shall be excluded from the terms of this Agreement:

Chief Administrative Officer
Manager of Operations
Manager of Corporate Administration
Confidential Secretary/Council Clerk
Chief Financial Officer
Manager of Development Services/Planner
Fire Chief
Manager of Leisure Services
Economic Development Officer/Manager of Community Economic Development
Manager of Strategic Process and Initiatives

Section 3 – No Discrimination

1.08A The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the manner of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, religion, political affiliation or activity, sex or marital status, place of residence, physical handicap, nor by reason of his membership or activity in the Union or any other reason.

1.08B The Employer and the Union recognize the right of all employees to work in an environment free from sexual and personal harassment. Any complaint alleging sexual or personal harassment shall be treated seriously and in strict confidence and may be addressed through the grievance procedure.

Sexual harassment shall be defined as any sexually oriented practice that undermines an employees health or job practice, or endangers an employee's employment status or potential. Cases of sexual harassment shall be considered as discrimination and eligible to be processed as a grievance.

Personal harassment shall be defined as repeated, intentional, offensive comments or actions deliberately designed to demean and belittle an individual or cause personal humiliation. Cases of personal harassment shall be considered as discrimination and eligible to be processed as a grievance.

1.08C When an allegation of harassment proves to be malicious or frivolous in nature, the complainant may be subject to discipline.

Section 4 – Union Check-Off and Induction

1.09 Check-Off Payments

The Employer shall deduct from every employee any dues, initiation fees or assessments levied by the Union on its members.

1.10 Deductions

Deductions shall be made from the first payroll of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the 20th day of that month, accompanied by a list of the names, addresses and classifications of employees from whose wages the deductions have been made.

Section 5 – Union Shop

1.11 All employees covered by this Agreement shall, as a condition of employment, become and remain members in good standing of the Union, according to the constitution and bylaws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union.

Section 6 – Right to Refuse to Cross a Picket Line

1.12 Subject to essential service designations under the *Labour Relations Code*, the employees covered by this Agreement shall have the right to refuse to cross a legal picket line. Failure to cross a picket line shall not be grounds for disciplinary action.

ARTICLE II – MANAGEMENT RIGHTS

- 2.01 The Union recognizes that it is the right of the Employer to exercise the regular and customary function of management and to direct the working forces, subject to the terms of this Agreement.
- 2.02 The Employer shall exercise its rights in a fair and reasonable manner. The management rights shall not be used to direct the working force in a discriminatory manner. Nor shall these rights be used in a manner which would deprive any present employee of his/her employment, except through just cause.

ARTICLE III – DISCUSSION OF DIFFERENCES

Section 1 – Committee of Labour Relations/Grievances

3.01 The Employer shall appoint and maintain a committee to be called the “Committee on Labour Relations/Grievances” comprising of members of the Town of Golden Management. The Employer shall inform the Union of the individual membership of the Committee.

Section 2 – Union General Grievance Committee

3.02 The Union shall appoint and maintain a committee to be called the “General Grievance Committee” comprising of persons who are employees of the Employer and/or representatives of the Canadian Union of Public Employees. The Union shall inform the Employer of the individual membership of the Committee.

Section 3 – Grievance Investigations and Meetings

3.03 The Employer agrees that time spent in investigating and settling disputes during working hours involving its employees by the Union Steward(s) shall be considered as time worked. The Union agrees to forward to the Employer a written list of the names of such Steward(s) and of replacement thereto.

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

3.05 Permission to Leave Work

The Employer agrees that the Stewards and Officers of the Union shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes in presenting adjustments as provided in this Article. The Union understands and agrees that each Steward/Officer is employed to perform full-time work for the Employer and that he/she will not leave his work during working hours except to perform his working duties under this Agreement. Therefore, no Steward/Officer shall leave his work without obtaining permission from the Supervisor and such permission shall not be unreasonably withheld.

3.06 Personnel Records

An Employee shall have the right during regular office hours and upon reasonable notification to the Chief Administrative Officer or designate to have access to and review his/her personnel record, and may request and obtain copies of any material contained within it.

No material from the Employee’s record may be introduced as evidence in any hearing of which the Employee was not aware at the time filing.

ARTICLE IV – GRIEVANCE PROCEDURE

A grievance shall be defined as any difference arising out of the interpretation, application, or administration of alleged violation of the Collective Agreement. In the event of an employee having a grievance, the settlement of said grievance shall be handled under the following procedures:

Section 1

4.01 Step I

The individual employee or employees concerned, with his/her Union Steward or Union General Grievance Committee member (at the employee's option) shall first discuss and endeavour to settle the dispute with his/her immediate Department Head within thirty (30) days from the time the employee(s) become aware of the event giving rise to the grievance. Should a settlement not be agreed upon at this step, then;

4.02 Step II

The grievance shall be a matter of discussion between the employee(s) concerned and their Union Representative(s) as identified in Step I and Step II and the Administrator and/or his/her designated representative(s). Failing a satisfactory settlement at this step, then;

4.03 Step III

A meeting of the Committee on Labour Relations/Grievances of the Employer and the General Grievance Committee of the Union shall meet within five (5) days of a written request for such a meeting to discuss and endeavour to settle the grievance. Failing to reach a satisfactory settlement of the dispute within five (5) days after such meeting has taken place, then the dispute shall be referred to Arbitration as provided in Article V.

4.04 Time Limits

The time limits fixed in both Grievance and Arbitration procedure may be extended by mutual agreement.

4.05 Where a dispute involving a question of general application or interpretation occurs, or where a group of employees of the Union has a grievance, "Step I" of this Article may be bypassed.

4.06 Replies to grievances shall be in writing at all steps.

4.07 Grievances settled satisfactorily within the time frame allowed shall date from the time that the grievance was filed.

4.08 The Employer shall supply the necessary facilities for the grievance.

Section 2

4.09 Policy Grievance

Any question of a general application or any dispute regarding the interpretation of, or violation of, this Agreement shall be discussed by the Committee on Labour Relations/Grievances and the Union General Grievance Committee in an attempt to settle the matter. Failing a satisfactory settlement within five (5) days of its submission and/or discussion, the Employer shall have the right, upon giving five (5) days' notice in writing to the Union, to refer the dispute to a Board of Arbitration in accordance with Article V.

Section 3

4.10 Union May Institute Grievances

The Union and its Representatives shall have the right to originate a grievance on behalf of an employee, or group of employees, and to seek adjustment with the Employer in a manner provided in the Grievance Procedure. Such a grievance shall commence at Step II.

4.11 Expedited Arbitration

By mutual agreement of the parties, an unresolved grievance proceeding to arbitration may be referred instead to an expedited or "fast-track" arbitration, which shall be chaired by a mutually agreed-to arbitrator, who shall agree to have the hearing governed by the following criteria:

- (a) The Union will use elected officers of the Local Union or a National Representative. The Employer will use either its excluded staff or its consultant.
- (b) The parties will try to arrive at a prepared, agreed-to statement of facts for joint presentation to the arbitrator.
- (c) Formal rules of evidence will be waived except for the rule of "onus".
- (d) The procedure guidelines for expedited arbitration are agreed to be as follows:

- (1) Opening Statement

A summary of the issues will set out the case from each party's perspective. The appointee will seek at this point to define the real issue and to determine what evidence is agreed to and what is not.

- (2) Hearing

Sufficient witnesses shall be called to ensure the facts and allegations are adequately canvassed. Where it is an issue of credibility or conflicting evidence, key individuals may be required by the appointee to testify

- (3) Argument

The parties will not cite exhaustive arbitral jurisprudence but will normally refer to *Brown & Beatty* or *Palmer* for summary purposes.

- (4) Decision

If an attempt at a mediated settlement fails or is not appropriate, and if the ensuing arbitral decision can be rendered after a short deliberation, the arbitrator will do so.

ARTICLE V – BOARD OF ARBITRATION

Section 1 – Composition of Board of Arbitration

- 5.01 The Board of Arbitration shall consist of three (3) members: one (1) to be selected by the Employer; one (1) to be selected by the Union; and a third mutually acceptable person who shall act as Chairman. In the event that the Employer and the Union are unable to agree upon the selection of the third member of the Board, the Minister of Labour shall be requested to appoint such member.
- 5.02 The decision of the Board of Arbitration, with respect to an interpretation or alleged violation of this Agreement, shall be final and binding upon the Parties.
- 5.03 In the event that the Employer and the Union agree upon the selection of a single arbitrator, the decision of a single arbitrator, with respect to interpretation or alleged violation of this Agreement, shall be final and binding upon the Parties.

Section 2 – Expenses of Arbitration Board

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

Section 3

Upon mutual agreement by the Parties, Section 112 of the B.C. Labour Code may be utilized as follows:

1. Where a difference arises between the Parties relating to the dismissal, discipline or suspension of an employee or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the collective agreement, or a substitute agreed to by the Parties shall, at the request of either party:
 - a) Investigate the difference;
 - b) Define the issue in the difference; or
 - c) Make written award to resolve the difference within five (5) days of the date of receipt of the request; and, for those five (5) days from that date, time does not run in respect of the grievance procedure.
2. The Minister of Finance, on the Minister's requisition, shall pay out of the consolidated revenue fund one-third (1/3) of the cost incurred by the Parties for payment of reasonable remuneration, travelling and out of pocket expenses of the person named or his substitute.
3. Decision under Section 112: Whereas a Section 112 hearing rather than arbitration has been implemented, the decision shall be final, binding and enforceable on all parties.

ARTICLE VI – SENIORITY

Section 1 – Calculation of Seniority

6.01 For regular full-time employees, seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. For part-time employees, seniority is defined as the total number of hours worked.

Seniority shall be used in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the work force, and recall, as set out in other provisions of this Agreement. Seniority shall operate on a bargaining unit-wide basis.

6.02 **Probation Period**

A newly hired employee shall be on probation only for the first ninety (90) calendar days of his/her employment. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement. After completion of the probationary period, seniority shall be effective from the original date of employment.

Section 2 – Promotion, Transfers

6.03 **Role of Seniority in Promotions and Transfers**

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.

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 7.02. Appointments from within the bargaining unit shall be made within three (3) weeks of posting. The job shall be filled within one (1) week of appointment.

The time limit may be extended subject to mutual agreement, in writing, between the Parties.

6.04 **On the Job Training**

The Employer shall inaugurate and maintain a system of “on-the-job” training so that every employee shall have the opportunity to receive training and qualify for promotion or transfer in the event of a vacancy arising.

Training positions will be posted as per Article 7.01 so that all employees will have an opportunity to apply.

Section 3 – Lay-Offs and Recalls

6.05 Definitions of Lay-Off

A lay-off shall be defined as a reduction in the workforce or a reduction in the regular hours of work as defined in this Agreement.

6.06 Role of Seniority in Lay-Offs

Both Parties recognize the job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their bargaining unit-wide seniority. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the less senior employee. The right to bump shall include the right to bump up. A reasonable familiarization period will be afforded to such employees, up to ninety (90) calendar days.

6.07 Recall Procedure

Employees shall be recalled in the order of their seniority provided the employee is qualified to perform the work.

6.08 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall.

6.09 Advance Notice of Lay-Off

Unless legislation is more favourable to the employees, the Employer shall notify Regular Full Time and Regular Part-Time employees who are to be laid off ten (10) working days prior to the effective date of lay-off. After three (3) years of service, employees shall be entitled to fifteen (15) working days notice. If the employee has not had the opportunity to work the days as provided in this Article, he/she shall be paid for the days for which work was not made available.

6.10 Service Severance Pay

Regular employees who work twenty-five (25) hours or more per week about to be laid off may elect to accept termination compensation based on the following formula:

Where an employee has completed a period of employment of at least six (6) consecutive months and up to the completion of a period of employment of three (3) consecutive years, two (2) week's severance pay, and one (1) additional week severance pay for each subsequent completed year of employment up to a maximum of ten (10) weeks;

OR

The employee may elect instead to be placed on the recall list for a period of twenty-four (24) months and accept severance at the expiry of recall rights.

Part-time service shall be calculated on a pro-rata basis. Salary upon which severance pay is calculated shall be based on the employee's salary at the effective date of his/her termination.

Section 4 – Discharge, Suspension and Discipline

- 6.11 An employee may be discharged for just cause.
- 6.12 Whenever the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or may follow if such employee fails to bring his/her work up to a required standard by a given date, the Employer shall, within five (5) days thereafter, give a written particular of such censure to the Secretary of the Union, with a copy to the employee involved.
- 6.13 An employee shall be notified in writing of any expression of dissatisfaction concerning his/her work within thirty (30) working days of the event of the complaint. This notice shall include the particulars of the work performance which led to such dissatisfaction.

Section 5 – Seniority List

- 6.14 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 and posted on all bulletin boards in January of each year.

Section 6 – Loss of Seniority

- 6.15 An employee shall not lose seniority rights if he/she is absent from work because of sickness, disability, accident, lay-off or leave of absence approved by the Employer. Seniority shall continue to accrue during the aforementioned periods except during periods of lay-off.

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

- 1) He/she is discharged for cause and is not reinstated
 - 2) He/she resigns in writing and does not withdraw within two (2) days
 - 3) He/she 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/she fails to return to work within ten (10) working days following a lay-off and after receiving notice by registered mail to do so, unless through sickness or other just cause.
 - 5) He/she is laid off for a period exceeding twenty-four (24) months.
- 6.16 Transfer and Seniority Outside the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is promoted or transferred to a position outside the bargaining unit, he/she shall retain his seniority accumulated up to the date of leaving the Unit, but will not accumulate any further seniority. If such an employee later returns to the bargaining unit, he will continue to accumulate seniority from the date he assumes the position which shall be added to his previously accumulated seniority.

ARTICLE VII – JOB POSTINGS, TRANSFERS

7.01 When a new position is created, or when a vacancy of temporary or permanent nature occurs, the Employer shall immediately notify the Union in writing and post notice of the position in the Employer's office, shop and on all bulletin boards for a minimum of one (1) week so that all members will know about the vacancy or new position. When filling temporary vacancies, the Employer will consider applications from regular employees. Where a regular employee is assigned to a temporary position, he/she shall be returned to his/her original position upon completion of the temporary term. If a regular employee applies for and is the successful applicant, their position may be posted as per this Article.

7.02 Information on Postings

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift and hours of work and wage.

7.03 No Outside Advertising

No Union position vacancy shall be filled by external candidates until the applications of present Union members have been fully processed.

7.04 Trial Period

The successful applicant shall be notified within one (1) week following the end of the posting period. He/she shall be placed on trial for a period of three (3) months. Conditional on satisfactory service, the employee shall be declared permanent after the period of three (3) months. Time limit may be extended subject to mutual agreement, in writing, between the parties. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage, salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

7.05 Notification to Employee and Union

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on all bulletin boards. The Union shall be notified of all promotions, demotions, hiring, lay-offs, transfers, recalls, resignations, retirements, deaths or other terminations of employment.

ARTICLE VIII – HOURS OF WORK, OVERTIME, WAGES

Section 1 – Hours of Work

8.01 Regular Daily Hours – Office

The regular work day shall not commence before 8:30 a.m. nor finish later than 4:30 p.m. No shift shall be spread over a period longer than eight (8) hours, with one (1) hour off for lunch.

It is agreed that the normal work week or daily hours of work for certain classes of employees may fall outside the standard definition above, subject to the Union's concurrence in each instance.

8.02 Regular or Average Weekly Hours – Office

The regular work week shall consist of five (5) days from Monday to Friday inclusive, for a total of thirty-five (35) hours per week.

It is agreed that the normal work week or daily hours of work for certain classes of employees may fall outside the standard definition above, subject to the Union's concurrence in each instance.

8.03 Regular Daily Hours – Works & Services

The regular work day shall not commence before 7:00 a.m. nor finish later than 4:00 p.m. No eight (8) hour shift shall be spread over a period longer than nine (9) hours, with one (1) hour off for lunch.

Except as hereafter provided, the hours of work shall be:

7:00 a.m. to 12:00 Noon
1:00 p.m. to 4:00 p.m.

It is agreed that the normal work week or daily hours of work for certain classes of employees may fall outside the standard definition above, subject to the Union's concurrence in each instance.

8.04 Paid Rest Period

An employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half and the second half of a shift at the job site.

8.05 Reporting Pay Guarantee

An employee reporting for work at the call of the Employer on his/her regular shift shall be paid his/her regular rate of pay for the entire period of work, with a minimum of four (4) hours pay.

8.06 Shift Premium

Effective March 1, 2010 the premium for shift work other than regular day shift (7:00 a.m. to 4:00 p.m.) shall be one dollar (\$1.00) per hour.

Section 2 – Overtime

8.07 All hours worked in excess of eight (8) hours per day (seven [7] for employees on Schedule “A”) forty (40) hours per week (thirty-five [35] for employees on Schedule “A”), and holidays shall be considered overtime.

8.08 Minimum Overtime

Overtime worked shall be on a voluntary basis.

8.09 Overtime Payment

Overtime to be paid on the following: Time and one half (1 ½) for the first three (3) hours on any day, Monday to Friday, and to an accumulation of eight (8) hours per week. All other overtime such as any hours over three (3) on a normal work week day and all hours on an employee’s regular days off, shall be at double time (2x).

8.10 Time Off in Lieu of Overtime

(a) For overtime worked, the employee may be paid in cash or may choose time off work at the appropriate overtime rate. The employee must inform the Employer at the time the overtime is worked, that he/she has chosen time off in lieu rather than cash payment and in addition, the time sheet must also indicate the choice.

Time off in lieu of overtime may be taken in one (1) hour increments.

(b) An Employee shall accumulate a maximum of only twenty-five (25) working days in any one (1) year and upon reaching the maximum of twenty-five (25) working days, subsequent overtime will be paid in cash. An Employee must accumulate at least one (1) full day before days off will be given. An Employee may replenish banked overtime days taken as time off, but only to an annual maximum of twenty-five (25) days. No Employee shall take more than twenty-five (25) day, maximum time allowed, in any one (1) year and the allowance held in the bank at any one (1) time. Time off shall be taken at a time mutually agreeable to Employee and Employer. Time off can be taken in conjunction with time off in lieu of stand-by at a time mutually agreeable to the Employee and the Employer, but in no case can the combined time off in lieu be permitted to exceed twenty-five (25) working days. An Employee who banks overtime and then subsequently changes his/her mind and requests payment shall be paid for banked overtime on written request giving thirty (30) days notice for payment and banked time hours will be paid out at the rate of pay at which it was earned.

8.11 Overtime rates shall be paid for work performed by an employee on his/her regular assigned days of rest. The work period shall be defined as an employee’s complete period of days starting with his/her first scheduled work day and concluding with his/her last scheduled rest day.

8.12 Where the Employer changes an employee's work shift with the result that the employee has a short change which is not a normal part of a work schedule, the employee shall be paid overtime rates for the hours worked of the second shift which are within the same work day as the first shift.

8.13 If an employee is called out to work at a time other than the beginning of his/her regular shift, he/she shall receive either overtime rates for the time actually worked outside of his/her scheduled work shift, or four (4) hours pay at his/her base rate, whichever is greater. The four (4) hours minimum does not apply, however, when the call-out overtime continues into the employee's regular work shift, or if the employee is called back to work before leaving the premises.

8.14 No Lay-Offs to Compensate for Overtime

An employee shall not be required to lay-off during regular hours to equalize any overtime worked.

8.15 Sharing of Overtime

Overtime and call back time shall be divided equally amongst employees who are willing and qualified to perform the available work.

8.16 Stand-By Pay

(a) When an employee is advised that he/she is 'on-call', that is immediately available by telephone, cell phone, or pager contact, he/she shall be paid straight time wages in accordance with the following schedule:

Monday to Friday inclusive – two (2) hours per day;
Saturday, Sunday or Holidays list in Article XIV – four (4) hours per day.

All hours actually worked by an 'on-call' employee shall be paid at overtime rates in accordance with Article VIII Overtime of this Agreement.

An employee may leave his/her employment and return home when an employee has completed the work for which he/she was called.

On-call duty shall be equally divided among qualified employees on a rotating basis, to provide telephone, cell phone, or pager coverage Monday to Friday from 4:00 p.m. to 7:00 a.m. On call duty for Saturdays, Sundays and Statutory Holidays shall also be equally divided on rotating basis among qualified employees.

(b) Time off in lieu of Stand-by pay: For stand-by time an employee may be paid cash or may choose time off in lieu. The employee must inform the Employer at the time stand-by is performed that he/she has chosen time off in lieu. Time off in lieu of stand-by pay can be taken in conjunction with time off in lieu of overtime at a time mutually agreeable to the employee and Employer but in no case can the combined time off in lieu be permitted to exceed twenty-five (25) working days.

Man Watch Pay

In addition to stand-by, a man watch shift shall be instituted to provide twenty-four (24) hour coverage Friday nights 4:00 p.m. to 7:00 a.m. and Saturdays, Sundays and Statutory holidays. Man watch work shall be voluntary and compensated in the following manner:

Friday (4:00 p.m. -7:00 a.m.) – two (2) hours pay

Saturday, Sunday and Statutory Holidays – four (4) hours pay

Interested employees will be required to commit to a calendar year of manwatch.

Section 3 – Wages

8.17 Pay Days

Employees shall be paid every second Friday.

8.18 Rate of Pay in Higher/Lower Classification

An employee who is assigned to or substitutes on any job during the absence of another employee, or who performs the duties of a higher classification, shall receive the rate for the job or his/her regular rate, whichever is greater. When an employee is regularly assigned to a position paying a lower rate, his/her rate shall not be reduced.

8.19 Retroactive Pay for Terminated Employees

An employee who has severed his/her employment between the termination date of this Agreement and the effective date of the new Agreement shall receive the full retroactivity of any increase in wages, salaries or other pre-requisites.

8.20 Charge Hand Rate

An employee who is designated by his immediate managerial supervisor as a 'Charge Hand', and therefore charged the responsibility for one (1) or more employees, shall be paid an additional one dollar and twenty five cents (\$1.25) per hour over and above his normal hourly rate during the time in which the 'Charge Hand' designation is effective.

ARTICLE IX – STATUTORY HOLIDAYS

9.1 Statutory Holidays Entitlement

The Employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. Day (first Monday in August)	

and any other day declared or proclaimed as a holiday by the federal, provincial or municipal governments.

9.02 Compensation for Holidays on Saturday or Sunday

When any of the above noted holidays fall on a Saturday or Sunday and is not declared or proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding Monday is declared or proclaimed a holiday), shall be deemed to be a holiday for the purpose of this Agreement.

9.03 Pay for Regularly scheduled Work on a Holiday

An employee who is not scheduled to work on the above holidays shall receive holiday pay equal to one (1) day's pay. An employee who is scheduled to work shall be paid at the rate of double time plus another day off with pay, in lieu of holiday pay, at a time mutually agreeable. In the case of Christmas or New Year's Day, the rate of pay shall be double time and one-half (2 ½) plus another day off with pay.

9.04 Compensation for Holidays Falling on Scheduled Day Off

When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive a day's pay or another day off with pay at a time mutually agreeable.

9.05 All work performed on New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day or Boxing Day shall be compensated for at two and one-half (2 ½) times the base rate. When any such holiday falls on a Sunday, the next day (Monday) shall be considered as a holiday. An exception may occur if Christmas and Boxing Days fall on Saturday and Sunday or Sunday and Monday. If so and if the provincial government or the Employer wishes to proclaim alternate consecutive days for these holidays, the alternate scheduled days shall be considered as the holiday dates.

ARTICLE X – ANNUAL VACATION

10.01 All regular full-time and part-time employees who have completed at least one (1) year of service with the Town shall be entitled to two (2) additional paid days of personal Floating Holidays to be taken off at a time arranged by mutual agreement between the employee and the Employer.

10.02 Annual Vacation Entitlement

An employee shall receive an annual vacation with pay in accordance with his/her years of employment as follows:

1 year of service	15 days
2 years of service	15 days
3 years of service.....	15 days
4 years of service.....	16 days
5 years of service.....	16 days
6 years of service.....	17 days
7 years of service.....	17 days
8 years of service.....	18 days
9 years of service.....	18 days
10 years of service.....	20 days
11 years of service.....	21 days
12 years of service.....	22 days
13 years of service.....	23 days
14 years of service.....	24 days
15 years of service.....	25 days
16 years of service.....	26 days
17 years of service.....	27 days
18 years of service.....	28 days
19 years of service.....	29 days
20 years of service.....	30 days
Over 20 years of service – add one day for each year of service.	

10.03 Compensation of Holidays Falling Within Vacation Schedule

If a paid holiday falls or is observed during an employee’s vacation period, he/she shall be allowed an additional vacation day with pay at a time designated by the employee.

10.04 Sick leave may be substituted for vacation where it can be established by the employee that an illness or injury occurred while on vacation. Sick leave shall begin from the date of the doctor’s certificate.

10.05 Vacation Preference

Where possible, employees will endeavour to submit vacation leave preference by March 31st of each calendar year. Vacation requests submitted by March 31st shall be granted on the basis of seniority and the smooth operation of the Town. Vacation requests received after March 31st should be submitted at least two (2) weeks in advance of the preferred date

and approval will be contingent on the smooth operation of the Town. Choice of vacation period requested shall be determined by seniority if one or more employees request the same period.

10.06 Vacation Carry Over

An employee may carry over into each calendar year no more days of vacation leave than the total number of days earned during the immediately preceding year. If carried over, the vacation leave shall be taken at the employee's discretion prior to the end of the year.

10.07 Vacation Carry Over Prior to December 31st

All vacation leave in excess of the number of days that may be carried forward under Article 10.06 shall be taken prior to December 31st of each year or, with the consent of the Employer on or before February 15th of the following year. In special circumstances an employee may apply to extend vacation carry over to their next anniversary date.

ARTICLE XI – LEAVE OF ABSENCE

11.01 General Leave of Absence

The Employer shall grant leave of absence without pay and without loss of benefits and seniority to any employee requesting such leave for good and sufficient cause. For the purpose of this article, benefits do not include the employer's portion of pension contribution. The Employer shall pay its share of benefit premiums to a maximum of one hundred and twenty (120) consecutive days.

11.02 Union Leave

Upon request to the Employer, an employee elected or appointed to represent the Union at Convention, regional meetings, and training courses shall be allowed leave of absence without pay, but without loss of benefits or seniority.

For clarity, the employee shall remain on payroll during the term of representation with wage loss for such representation then reimbursed to the Employer by the Union.

11.03 Any representative of the union or the Bargaining Committee, who is in the employ of the Employer, shall have the right to attend meetings held within working hours without loss of remuneration, and not to effect operations of the Employer.

11.04 Bereavement Leave

An employee shall be granted three (3) regularly scheduled consecutive work days leave, without loss of pay and benefits, in the case of death within the province, and five (5) days outside a 600 kilometer radius of Golden, of a parent, wife, husband, common-law spouse, brother, sister, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, common-law children, step-children. Where internment occurs beyond a 600 kilometer radius of Golden, such leave shall also include two (2) days' travelling time, without pay.

11.05 Jury or Court Leave

An employee who is subpoenaed by the Crown for jury duty or as a witness for the Crown, shall continue to receive his/her regular pay. The employee shall turn over to the Employer any monies he/she receives from the Crown on the days he/she is normally scheduled to work, providing that this does not exceed his/her regular rate of pay.

11.06 Personal Circumstances Leave

In the case of serious illness in the immediate family, an employee shall be entitled, after notifying his/her supervisor, a maximum of three (3) days paid leave per year to be taken from the employees sick leave. Immediate family shall be defined as spouse, child, mother and father. The employer may request a letter of verification from the attending physician. Serious illness shall also include time to transport an immediate family member to a medical facility for medical referrals inside or outside the East Kootenays.

ARTICLE XII – PREGNANCY/PARENTAL/ADOPTION LEAVE

12.01 Pregnancy Leave

- (a) Upon written request, a pregnant employee will be granted leave of absence without pay and without loss of seniority for a period of not more than seventeen (17) consecutive weeks.
- (b) The period of pregnancy leave without pay shall begin no earlier than eleven (11) weeks before the expected birth date and no later than the actual birth date. Such leave shall end no earlier than six (6) weeks after the actual birth date and no later than seventeen (17) weeks after the actual birth date.
- (c) An employee is entitled up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under Article 12.01 (a) or (b).
- (d) The Employer shall maintain coverage for medical, extended health, dental and life insurance.

12.02 Parental/Adoption Leave

- (a) Upon written request, an employee is entitled to:
 - i. For a birth mother who takes leave under Article 12.01 in relation to the birth of the child or children, with respect to whom the parental leave is being taken, up to thirty-five (35) consecutive weeks of unpaid leave and without loss of seniority beginning immediately after the end of the leave taken under Article 12.01, unless the Employer and employee agree otherwise;
 - ii. For a birth mother who does not take leave under Article 12.01 in relation to the birth of the child or children, with respect to whom the parental leave is being taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after the event; or
 - iii. For a birth father, up to thirty-seven (37) consecutive weeks of unpaid leave and without loss of seniority beginning after the child's birth and within fifty-two (52) weeks after that event.
- (b) An employee's combined entitlement to leave under Articles 12.01 and 12.02 is limited to fifty-two (52) weeks, plus any leave the employee is entitled to under Articles 12.01 (c) and 12.05.

12.03 Adoption Leave

Upon request, an employee shall be granted leave of absence without pay and without loss of seniority for up to thirty-seven (37) weeks following the adoption of a child. Such leave must begin within the fifty-two week (52) period after the child is placed with the parent and the employee shall have to furnish proof of adoption.

12.04 Request for Leave

A request for pregnancy, parental and adoption leave must be given in writing to the employer at least four (4) weeks before the employee proposes to begin the leave and, if required by the employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to the leave.

12.05 Extension of Pregnancy and Parental Leave

Pregnancy, parental and adoption leave shall be extended for up to an additional five consecutive weeks of unpaid leave commencing immediately after the end of such leave if the child has a physical, psychological, or emotional condition requiring an additional period of parental care.

12.06 Benefits

While on pregnancy, parental or adoption leave, employees shall retain full employment status and will accumulate all benefits of the collective agreement. The Employer shall maintain benefit coverage during pregnancy, parental or adoption leave.

12.07 Return From Leave

On return from pregnancy, parental or adoption leave, an employee shall be placed in the employee's former position or in a comparable position.

ARTICLE XIII – SICK LEAVE

- 13.01 Sick leave means the period of time a regular permanent and regular part-time employee is permitted to be absent from work by virtue of being sick, disabled, or because of an accident for which compensation is not payable under the “Workers’ Compensation Act”. A medical certificate may be requested, however, the Employer shall be responsible for any reasonable expense incurred by the employee in obtaining a medical certificate.
- 13.02 Each employee on payroll will, on completion of the required probationary period, receive ten (10) days paid sick leave per year, but this sick leave is not accumulated and will be dissolved at February 28th in each year if unused.
- 13.03 An employee reporting sick shall telephone his/her immediate supervisor prior to the commencement of his/her shift and any employee found to be willfully misrepresenting himself/herself as being sick shall be subject to disciplinary action being taken against him/her.
- 13.04 The employer shall pay one hundred percent (100%) of the premiums for a weekly indemnity plan providing short term income replacement benefits for employees unable to work due to sickness and/or accident, for which benefits are not compensable under the “Workers’ Compensation Act”. The plan will provide employees with seventy percent (70%) of earnings to a maximum of twenty-six (26) weeks. In the event of an accident as described above, payment begins on the first day. In the event of sickness, payment will commence on the fourth day of illness or on the first day of hospitalization.
- 13.05 The employer will pay one hundred percent (100%) of the monthly premium providing a long-term income replacement benefit for employees unable to work due to a total disability. The plan will provide employees with sixty-six and two-thirds percent (66 2/3%) of earnings to a maximum of three thousand dollars (\$3,000) commencing after twenty-six (26) weeks of weekly indemnity benefits and continue to age sixty-five (65) years.
- 13.06 While on the weekly indemnity plan and/or long-term disability plan as outlined in Article 13.04 and 13.05, an employee shall accumulate seniority and shall be entitled to all rights and benefits under this Collective Agreement with the exception that vacation entitlement will cease to accrue after one (1) year on long-term disability.

ARTICLE XIV – BENEFITS AND HEALTH CARE PLANS

14.01 Group Life Insurance

The Employer agrees to pay one hundred percent (100 %) of the life insurance plan. The life insurance policy fee value shall be two (2) times the annual income with a minimum of twenty thousand dollars (\$20,000).

14.02 Dental Plan

For those eligible employees, the Employer will provide a dental plan covering:

100% Basic Plan “A”) with a maximum “A” + “B” combined \$2,000 annually
75% Basic Plan “B”)
75% Basic Plan “C” with maximum benefit \$3,500 coverage for employees.

Cost sharing – 100% Employer.

14.03 Medical Plan and Extended Health Care Plan

The Employer shall pay one hundred percent (100%) of the premiums of the Basic British Columbia Medical Plan and the Extended Health Benefits Plan.

Effective March 1st, 2010 the Employer shall pay one hundred percent (100%) of the cost for professional services provided by an acupuncturist, chiropractor, naturopath, massage practitioner, physiotherapist, podiatrist, psychologist, and speech language pathologist to a maximum of \$500 per year per person for each covered employee and his/her dependants.

The employer will cover the cost of one eye examination every two years for each benefited employee and his/her dependents in the amount of \$75.

Effective March 1st, 2010 to February 28th, 2011 vision care coverage for each family member shall be \$400 over and above the basic eye examination.

Effective March 1st, 2011 to the term of this agreement, vision care coverage for each family member shall be \$500 over and above the basic eye examination.

14.04 Pension Plan

All eligible employees shall participate in the Municipal Pension Plan.

14.05 Direct Payment Pharmacy Plan

As soon as possible, the Employer shall pay one hundred percent (100%) of the premiums for a direct payment pharmacy plan for all employees.

14.06 Joint Agent of Record

The Employer agrees to appoint (the Union's representative) as joint consultant and 'Joint Agent of Record' for all group benefits plan design, consulting and the purchase of all Employee benefits from any source of supply of coverage's defined in this Agreement including administration services, ASO contracts, and/or third party administration.

ARTICLE XV – SAFETY

15.01 Safety Committee

A Joint Safety Committee shall be established in accordance with Section 128 of the *Workers Compensation Act of British Columbia*.

15.02 The Joint Safety Committee shall meet regularly and shall discuss, recommend and report all action necessary to improve hazardous conditions at the workplace.

15.03 Time spent by committee members in the performance of their duties during working hours shall be considered as time spent worked and the employees will be paid at their regular hourly rates of pay.

15.04 (a) An employee may refuse to carry out any work process or operate any tool or equipment when that employee has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person, or where it would be contrary to any applicable health and safety legislation or regulation.

(b) An employee refusing to work under sub-section (a) shall forth-with report the circumstances of the unsafe conditions to his supervisor; if the supervisor does not agree that an unsafe condition exists, the employee may request that the matter be investigated by both a Town and Union member of the Health and Safety Committee; if this investigation does not resolve the matter, it shall be referred to an officer of the Workers' Compensation Board whose decision shall be final and binding.

Disclosure of Information

The Safety Committee shall draft job safety breakdowns for all positions to include all hazards of the dangerous substances used.

15.05 Workers' Compensation Board Wage Loss Top Up

All employees shall be covered by the Workers' Compensation Act. No employee shall have his employment terminated as a result of absence from work with a compensable accident. Pending settlement of the WCB recognized compensable claim, the employee shall continue to receive the full salary and benefits of this Agreement, to a maximum of three (3) months. Monies received by the employee from the Workers' Compensation Board shall be remitted to the Town during this period.

ARTICLE XVI – GENERAL PROVISIONS

16.01 Printing of Agreement

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

Variations

16.02 Change of Agreement

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

16.03 Notice of Changes

Either Party desiring to propose changes to this Agreement shall, between the period of thirty (30) and ninety (90) days prior to the termination date, give notice in writing to the other Party.

16.04 Present Conditions and Benefits

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

16.05 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.

16.06 Allowances

(a) The Employer will pay to each employee required to wear safety boots in the course of their duties an annual safety boot allowance of one hundred seventy-five dollars (\$175) effective March 1, 2005 and of two hundred dollars (\$200) effective March 1, 2006 paid June 1st of each year. Employees shall be required to provide proof of purchase of CSA Safety Foot Apparel.

(b) The Employer will supply rubber boots and gloves for those employees requiring them.

(c) for those that require them, the Employer will pay one hundred percent (100%) of the cost of coveralls and allow for two (2) pair of coveralls for each employee each year.

16.07 Job Descriptions

The Employer and the Union agree to continue to meaningfully, productively, and cooperatively create and amend position job descriptions and classifications as required in order to fairly and correctively reflect the duties, and responsibilities of the unionized work force.

16.08 Contracting Out

Every contract made by the Employer for any municipal work shall be subject to the provisions of the Local Government Act. The employer shall not contract out work where it results in the lay off or reduction of hours for any employee or failure to recall of a laid off employee or reduce the work or services presently and regularly performed by the employees. This may be varied subject to written agreement between the parties.

16.09 Changes in Classification

When the duties of any job are changed or increased, or where the union and/or an employee feels a job is unfairly or incorrectly classified, or when a new job is created or established, the rate of pay and duties shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification, duties, or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the employee or the date of change in job duties.

16.10 Elimination of Present Classification

Existing classifications shall not be eliminated or changed without prior agreement with the Union.

16.11 Accommodations for Disabled Employees

- (a) Any employee covered by this Agreement who becomes incapacitated due to injury or illness which prevents him from performing the duties of his regular position shall be provided with suitable alternate employment to the point of undue hardship for both the Employer and the Union. If modifications to a job are made within a classification there shall be no reduction in pay, however, if the accommodation involves an employee changing classification he shall receive the pay for that classification. The employee's pay may come from a variety of sources.
- (b) The Employer and the Union recognize the benefit of enabling a disabled employee to return to suitable work as early as the employee is willing and able. For the purpose of this Article "disabled employee" is defined as an employee who is unable to perform the full duties of his regular job due to occupational or non- occupational accident or illness.
- (c) For each disabled employee who is able to perform work, the Employer, in consultation with the Union, a medical practitioner and employee, shall cooperatively develop a "Modified Work Plan". The Modified Work Plan will consider the employment needs and abilities of the disabled employee, the work place needs and the interests of the Union.

In the event of a dispute on medical grounds, the matter will be referred to an independent medical authority agreed to by the Employer and the Union.

- (d) The underlying principle behind each Modified Work Plan is to create suitable position by modifying the Employee's regular work position through changes to both the Employee's position and/or to other positions. With due regard to seniority, a reserved vacancy may be considered to facilitate the Employee's return to full employment status within a reasonable time period.
- (e) It is understood that the Union and the Employer reserve the right of access to the grievance procedure, up to and including arbitration, should there be disagreement with application of these Modified Work Plan provisions.

16.12 Technological Change Committee

The parties agree to establish a Technological Change Committee comprised of up to three (3) members of Management and up to three (3) members selected by the Union. The Technological Change Committee's mandate will be to evaluate the technological change and examine the training/education needs in each department. The committee will be responsible for making recommendations on all matters related to training, education and certifications as a result of technological change.

ARTICLE XVII – TERMS OF AGREEMENT

17.01 Duration

This Agreement shall be binding and remain in effect from March 1st, 2009 to February 29th, 2012, and shall continue from year to year thereafter unless either party gives to the other party notice in writing by November 1st in any year that it desires its termination or amendment.

All terms and conditions of this Collective Agreement will remain in full force and effect during the period of collective bargaining for a renewal of this Agreement and thereafter, unless the parties mutually agree otherwise.

Term – three (3) years.

IN WITNESS WHEREOF the Parties hereto have caused these present to be signed by their respective officers thereunto lawfully authorized in that behalf.

This _____ day of _____, 2010.

SIGNED ON BEHALF OF:

TOWN OF GOLDEN

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2309

ORIGINAL SIGNED BY

ORIGINAL SIGNED BY

Christina Benty
Mayor

Wayne Malone
CUPE National Representative

ORIGINAL SIGNED BY

ORIGINAL SIGNED BY

Phil Taylor
Chief Administrative Officer

Maria Jones
CUPE Local 2309 President

ORIGINAL SIGNED BY

ORIGINAL SIGNED BY

Jon Wilsgard
Manager of Corporate Administration

Dave Rousseau
CUPE Local 2309 Vice President

ORIGINAL SIGNED BY

ORIGINAL SIGNED BY

Chris Cochran
Manager of Operations

Brenda Smith
CUPE Local 2309 Secretary/Treasurer

SCHEDULE "A"
Office Staff Wage Schedule

Position Title	Step	Effective Date		
		March 1st, 2009	March 1st, 2010	March 1st, 2011
Building Inspector	III*	\$32.72	\$33.70	\$34.71
Building Inspector	II	\$30.87	\$31.80	\$32.75
Building Inspector	I	\$29.01	\$29.88	\$30.78
Network Programmer/Analyst		\$29.01	\$29.88	\$30.78
Planning Assistant	III**	\$27.49	\$28.31	\$29.16
Planning Assistant	II	\$25.82	\$26.59	\$27.39
Cashier/Collection Clerk	III	\$25.33	\$26.09	\$26.87
Accounting Clerk/Cashier	III	\$25.33	\$26.09	\$26.87
Leisure Programmer 1	III	\$25.33	\$26.09	\$26.87
Planning Assistant	I	\$24.24	\$24.97	\$25.72
Cashier/Collection Clerk	II	\$24.10	\$24.82	\$25.57
Accounting Clerk/Cashier	II	\$24.10	\$24.82	\$25.57
Leisure Programmer 1	II	\$23.75	\$24.46	\$25.20
Cashier/Collection Clerk	I	\$23.04	\$23.73	\$24.44
Accounting Clerk/Cashier	I	\$23.04	\$23.73	\$24.44
Secretary/Officer Support	III	\$23.01	\$23.70	\$24.41
Leisure Programmer 1	I	\$22.52	\$23.20	\$23.89
Secretary/Office Support	II	\$21.68	\$22.33	\$23.00
Secretary/Office Support	I	\$20.38	\$20.99	\$21.62

Step I - 0 to 6 months; Step II - 6 to 12 months; Step III - After one (1) year

* Must have Building Officials Association of BC Level 1 Certification

**Contingent upon provisional membership with the Planning Institute of BC

SCHEDULE "B"
Works and Services Wage Schedule

Pay Grade	Position Title	Effective Date		
		March 1st, 2009	March 1st, 2010	March 1st, 2011
	Development Technician	\$32.72	\$33.70	\$34.71
	Working Foreman	\$31.71	\$32.66	\$33.64
1	Certified Tradesman	\$29.33	\$30.21	\$31.12
2	Uncertified Tradesman	\$27.39	\$28.21	\$29.06
3	Senior Recreation Operator	\$27.02	\$27.83	\$28.67
4	Senior Equipment Operator	\$26.62	\$27.42	\$28.24
	Senior Utility Operator	\$26.62	\$27.42	\$28.24
5	Equipment Operator 3	\$26.27	\$27.06	\$27.87
	Recreation Operator 3	\$26.27	\$27.06	\$27.87
	Utility Operator 3	\$26.27	\$27.06	\$27.87
6	Equipment Operator 2	\$25.92	\$26.70	\$27.50
	Recreation Operator 2	\$25.92	\$26.70	\$27.50
	Utility Operator 2	\$25.92	\$26.70	\$27.50
7	Equipment Operator 1	\$25.52	\$26.29	\$27.07
	Recreation Operator 1	\$25.52	\$26.29	\$27.07
	Systems Operator*	\$25.52	\$26.29	\$27.07
	Utility Operator 1	\$25.52	\$26.29	\$27.07
8	Recreation Attendant 2	\$25.15	\$25.90	\$26.68
9	Recreation Attendant 1	\$24.76	\$25.50	\$26.27
10	Bylaw Enforcement Officer	\$24.37	\$25.10	\$25.85
	Labourer 2	\$24.37	\$25.10	\$25.85
	Janitor	\$24.37	\$25.10	\$25.85
11	Labourer 1 (probation only)	\$23.04	\$23.73	\$24.44
	Aquatic Worker 3	\$20.34	\$20.95	\$21.58
	Aquatic Worker 2	\$19.29	\$19.87	\$20.46
	Aquatic Worker 1	\$18.61	\$19.17	\$19.74
	Casual - non pool	\$18.05	\$18.59	\$19.15
	Casual - pool (as per definitions)	\$16.76	\$17.26	\$17.78

* Entry level only. See Schedule "D"

SCHEDULE "C"

Arena

Recreation Attendants and Recreation Operators

1. On September 1 and April 1 of each calendar year, the Union and the Employer will develop and mutually agree to a shift schedule for Schedule "C" employees.
2. The Schedules will be posted on all bulletin boards.
3. Employees working shifts as per Schedule "C" shall take one-half (1/2) hour for lunch and rest periods in accordance with Article 8.05.
4. Employees shall alternate shifts every three (3) months, or as mutually agreed.
5. The shift schedule may be amended by mutual agreement between the Employer and the Union.

SCHEDULE "D"
System Operator Wage Schedule

EOCP Certification Level	Modified Wage Rate		
	March 1st, 2009	March 1st, 2010	March 1st, 2011
Pay Grade 7 (Entry Level)	\$25.52	\$26.29	\$27.07
WWC1	\$26.02	\$26.79	\$27.57
WWC2	\$27.02	\$27.79	\$28.57
MWWT1	\$26.52	\$27.29	\$28.07
MWWT2	\$27.52	\$28.29	\$29.07
MWWT3	\$28.52	\$29.29	\$30.07
WD1	\$26.52	\$27.29	\$28.07
WD2	\$27.52	\$28.29	\$29.07
WD3	\$28.52	\$29.29	\$30.07
WWC1& WD1	\$27.02	\$27.79	\$28.57
WWC1 &WD2	\$28.02	\$28.79	\$29.57
WWC1 &WD3	\$29.02	\$29.79	\$30.57
WWC1 & MWWT1	\$27.02	\$27.79	\$28.57
WWC 1 & MWWT 2	\$28.02	\$28.79	\$29.57
WWC1 & MWWT3	\$29.02	\$29.79	\$30.57
WWC2& WD1	\$28.02	\$28.79	\$29.57
WWC2 & WD2	\$29.02	\$29.79	\$30.57
WWC2 & WD3	\$30.02	\$30.79	\$31.57
WWC2 & MWWT1	\$28.02	\$28.79	\$29.57
WWC 2 & MWWT 2	\$29.02	\$29.79	\$30.57
WWC2 & MWWT3	\$30.02	\$30.79	\$31.57
WD1 & MWWT1	\$27.52	\$28.29	\$29.07
WD2 &MWWT1	\$28.52	\$29.29	\$30.07
WD3 &MWWT1	\$29.52	\$30.29	\$31.07
WD2 &MWWT2	\$29.52	\$30.29	\$31.07
WD2 & MWWT3	\$30.02	\$30.79	\$31.57
WD3 & MWWT2	\$30.02	\$30.79	\$31.57
WD3 & MWWT3	\$31.02	\$31.79	\$32.57
WWC1 & WD1 &MWWT1	\$28.02	\$28.79	\$29.57
WWC1 & WD2 &MWWT1	\$29.02	\$29.79	\$30.57
WWC1 & WD3 & MWWT1	\$30.02	\$30.79	\$31.57
WWC1 & WD1 &MWWT2	\$29.02	\$29.79	\$30.57
WWC1 & WD1 & MWWT3	\$30.02	\$30.79	\$31.57
WWC1 &WD2 &MWWT2	\$30.02	\$30.79	\$31.57
WWC1 & WD3 & MWWT2	\$31.02	\$31.79	\$32.57
WWC1 & WD2 & MWWT3	\$31.02	\$31.79	\$32.57
WWC1 & WD3 & MWWT 3	\$32.02	\$32.79	\$33.57
WWC2 & WD1 &MWWT1	\$29.02	\$29.79	\$30.57
WWC2 & WD2 &MWWT1	\$30.02	\$30.79	\$31.57
WWC2 & WD3 & MWWT 1	\$31.02	\$31.79	\$32.57
WWC2 &WD3 &MWWT 2	\$32.02	\$32.79	\$33.57
WWC2 & WD1 &MWWT2	\$30.02	\$30.79	\$31.57
WWC2 & WD1 &MWWT3	\$31.02	\$31.79	\$32.57
WWC2 & WD2 & MWWT3	\$32.02	\$32.79	\$33.57
WWC2 & WD3 & MWWT 3	\$33.02	\$33.79	\$34.57

SCHEDULE "D"
System Operator Wage Schedule (continued)

Definitions

WWC means Waste Water Collection

MWWT means Municipal Waste Water Treatment

WD means Water Distribution

BCWWA CCC means BC Waste Water Association Cross Connection Control

General Conditions to Establish Modified Wage

Certification Level 1 in either WD or MWWT shall entitle \$1.00/hour above Pay Grade 7

Certification level 2 in either WD or MWWT shall entitle \$2.00/hour above Pay Grade 7

Certification Level 3 in either WD or MWWT shall entitle \$3.00/hour above Pay Grade 7

Certification Level 1 in WWC shall entitle \$0.50/hour above Pay Grade 7

Certification Level 2 in WWC shall entitle \$1.50/hour above Pay Grade 7

BCWWA CCC Backflow Assembly Tester Certification shall entitle \$1.00/hour above Pay Grade 7