

**COLLECTIVE AGREEMENT**

**BETWEEN**

**CULTUS LAKE PARK BOARD**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL NO. 458**

**JANUARY 1, 2014 – DECEMBER 31, 2016**

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**SCHEDULE "D"** Pay Level System – Building Custodian

**SCHEDULE "E"** Pay Level System – Building Inspector/Bylaw Enforcement Officer

THIS AGREEMENT SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015

BETWEEN:

**CULTUS LAKE PARK BOARD**  
(hereinafter called the "Employer")

Of the First Part;

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 458**  
(hereinafter called the "Union")

Of the Second Part

WITNESSETH THAT:

**ARTICLE 1 - PREAMBLE**

**1.01 - Preamble**

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

- a) To maintain and improve the harmonious relations and settle 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, and;
- d) To promote the morale, well-being and security of all employees in the Bargaining Unit of the Union;

AND WHEREAS it is now desirable that the methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement (hereinafter called the "Agreement" or "Collective Agreement").

NOW THEREFORE the parties hereto agree as follows:

## **ARTICLE 2 - MANAGEMENT RIGHTS**

### **2.01 - Management Rights**

The management of the operation and staff, except as expressly limited by this Agreement, is reserved to and vested exclusively in the Employer.

## **ARTICLE 3 - RECOGNITION AND NEGOTIATIONS**

### **3.01 - Recognition**

The Employer recognizes the Canadian Union of Public Employees, Local 458 (Cultus Lake Park Board), as the sole and exclusive collective bargaining agency for all regular employees, save and except those who are excluded by the Labour Relations 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 relationship between the parties to this Agreement, looking toward a peaceful and amicable settlement of any differences that may arise between them.

### **3.02 - No Other Agreements**

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

### **3.03 – Union Orientation**

It is understood that a Union representative will be permitted fifteen (15) minutes during working hours, at a time agreed between the Union and the Employer, to inform newly hired employees of the Union's role within the Bargaining Unit.

## **ARTICLE 4 – DEFINITION OF EMPLOYEES**

### **4.01 - Employee**

"Employee" shall mean a person who is an employee as defined in the Labour Relations Code of British Columbia.

### **4.02 - Probationary Employee**

"Probationary Employee" shall mean an inside/outside employee serving an initial period of six (6) calendar months from date of hire, to determine suitability for employment as a 'regular employee' (such period of time may be extended by mutual consent of both parties in writing). It is agreed and understood that during a new employee's probationary period his/her transfer, layoff or dismissal shall be entirely at the discretion of the Employer. During the probationary period, employees shall not be entitled to the benefits provided by this Agreement except those benefits to which the employee is entitled by statute.

### **4.03 – Regular Employee**

Regular employee shall mean a full time or part time employee who has successfully completed the probationary period and who is employed on a regular basis and who shall be entitled to all benefits provided by the Collective Agreement, upon completion of the probationary period.



#### **4.04 – Special Assignment Employees**

“Special Assignment Employees” shall be defined as those employees who are hired for a special project or for a specified purpose, for a specific period of time – not normally to exceed three (3) months. Such period of time may be extended by mutual consent of both parties in writing. Special Assignment Employees shall be entitled to cumulative seniority from date of hire, but shall not be entitled to fringe benefits other than those to which a person is entitled by reason of statute. Special Assignment Employees will receive a percentage in lieu of benefits upon hire, at the rate of 10% of their base rate, for the period of up to one year of employment. Upon completion of one year of continuous employment, the Special Assignment Employee will receive the regular benefits as defined in this Agreement, instead of the 10% in lieu payment.

A “Special Assignment Employee” shall be hired when a claim for illness or injury has been approved through WCB or Weekly Indemnity after six (6) weeks of absence.

#### **4.05 – Notification of Employee Status**

The Employer agrees to notify the Union and provide a copy to the CLPB Unit Chair, in writing, when an employee covered by this Agreement is hired, promoted, transferred, laid off, recalled, suspended, removed from the seniority list or when his/her employment is terminated.

### **ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT**

#### **5.01- Employees**

All regular employees covered by the Union's Certificate of Bargaining Authority shall pay to the Union a monthly fee equal to the monthly dues of the Union, such payments to be made by payroll deduction. It is understood and agreed that membership in the Union shall be a condition of employment.

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

#### **6.01- Deductions**

The Employer shall deduct from every employee any monthly dues, initiations, or general assessments levied, in accordance with the Union Constitution and/or Bylaws and owing by him/her to the Union.

#### **6.02 - Check Off and Remittance**

The Employer agrees to the check-off of all Union dues, fees and general assessments levied in accordance with the Constitution and/or Bylaws of the Union. The Union agrees to advise the Employer of the amounts of such Union dues and/or general assessments as may be determined from time to time by the said Union. The Employer, upon receipt of such advice from the Union, shall thereupon deduct from the earnings of the employees such dues, fees and general assessments and shall forward to the Union the total of such amount deducted together with amendments to the 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. A Certificate of Payroll Deduction authorization shall be provided to the Employer by the employee.

Upon receipt of thirty (30) days written notice from the Union, the Employer will thereafter remit such deductions to the CUPE National office with a copy to the Local Union Treasurer not later than the 15<sup>th</sup> of the following month.

## **ARTICLE 7 - UNION COMMITTEES**

### **7.01 - 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.

### **7.02 – Representative of Canadian Union of Public Employees**

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 occasions, the Employer shall be informed by the representative of his presence and the reason for it.

### **7.03 - Local Bargaining Committee**

A local 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 three (3) members of the Union as appointees of the Union. The Union will advise the Employer of the Union Nominees to the Committee.

Members of the local Bargaining committee will be granted a maximum of two (2) days, or other such time as mutually agreed by the parties, time away from the workplace to prepare for collective bargaining. Wages during such time will be billed to and paid by the Union.

### **7.04 - Labour Management Committee**

All matters of mutual concern pertaining to the Collective Agreement and other working conditions, including any workload concerns, etc., shall be referred to the Labour Management Committee for discussion and settlement.

### **7.05 - Meeting of Labour Management Committee**

In the event either party wishes to call a meeting of the Labour Management Committee, the meeting shall be held at a time and place fixed by mutual agreement. However, such meetings must be held not later than fourteen (14) calendar days after the request has been given, unless otherwise mutually agreed.

### **7.06 – Time Off for Meeting**

Any representative of the bargaining or labour management 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.

### **7.07 – Technical Information**

Upon request, the Employer shall make available to the Union information required by the Union with respect to wage rates, pension, and benefit packages and other relevant documents which the Employer has readily available; provided always that such information requested is not confidential and is the property of the Employer and that the Employer has a legal right to disseminate said information.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

### **8.01- Grievance**

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 any employee bound by this 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.

### **8.02 – Grievance Policy**

Policy Grievances submitted by the Employer or the Union shall be resolved as follows:

Step 1: The Employer or the Union shall first take up the grievance verbally with the Department Head or the Union, as the case may be, within seven (7) calendar days from the time the Employer or the Union ought to have reasonably known of the event giving rise to the grievance.

Step 2: If the grievance is not satisfactorily settled in Step 1, it shall be reduced to writing, and submitted to the Chief Administrative Officer or the local Union, no later than seven (7) calendar days following the discussion with the Department Head at Step 1. The Chief Administrative Officer or the local Union, as the case may be, shall reply in writing within the next seven (7) calendar days of the meeting.

If a satisfactory settlement is not reached at Step 2 then either party may give written notice of arbitration to the other.

### **8.03 – Grievance Steps**

Except for Employer and Union Policy Grievances, all grievances shall be resolved as follows:

Step 1:

The employee involved shall first take up the grievance verbally with their immediate Management Supervisor, with or without the Shop Steward, within seven (7) calendar days from the time the employee ought to have reasonably known of the event giving rise to the grievance.

Step 2:

If a satisfactory settlement is not reached at Step 1 and the Union wishes to proceed further, the grievance shall be reduced to writing, and submitted to the Chief Administrative Officer within seven (7) calendar days of the verbal discussion in Step 1. The Chief Administrative Officer will meet with the parties to discuss the grievance within seven (7) calendar days of receipt of the written grievance. If the parties are unable to settle the grievance within fourteen (14) calendar days of the date the grievance was referred to Step 2, then the Union may give written notice of advancement to arbitration to the Employer.

### **8.04 – Appointment of Special Officer**

Failing settlement within seven (7) calendar days of Step 2 of Section 8.02 or Step 3 of 8.03, either party may invoke that Section of the Labour Relations Code that provides for the Appointment of a Special Officer to investigate the dispute or difference. In doing so, both parties agree to be bound by the provisions of that Section.

### **8.05 – Permission to Leave Work**

The Employer agrees that stewards shall not be hindered, coerced, restrained, or interfered with in any way in the performance of investigating disputes and presenting adjustments provided in this article. The Union recognizes that each steward is employed full time by the Employer and that he/she will not leave his/her work during working hours except to perform aforementioned duties under this Agreement. Therefore, no steward shall leave his/her work without obtaining the permission of his/her supervisor, which permission shall not be unnecessarily withheld.

## **ARTICLE 9 - ARBITRATION**

### **9.01- Board of Arbitration**

Arising out of Article 8, a Board of Arbitration shall be formed to hear the grievance, or alternatively, in place of a three-person panel, a single arbitrator shall be hired by mutual consent. Either party shall notify the other, in writing, of the question(s) to be arbitrated and the name and address of its chosen representative on the Arbitration Board. After receiving such notice and statement, the other party shall, within five (5) calendar days, appoint its representative on the Arbitration Board and give notice in writing of such appointment to the other party. Such representatives shall endeavour to select a third (3rd) member who shall be the Chairperson. Should the representatives fail to select such a third (3rd) member within five (5) days from the appointment of the last representative, either party may request the Minister of Labour of the Province of British Columbia to appoint a Chairperson. The expenses and compensation of the Chairperson shall be shared equally between the parties.

### **9.02 - Decision by Board of Arbitration**

Within fourteen (14) days following the establishment of the Board of Arbitration, it shall report its decision on the grievance. The majority decision of the Board shall be final and binding on all persons bound by this Agreement.

### **9.03 - Reinstatement by Board of Arbitration Order**

In the event the Board of Arbitration finds that an employee has been dismissed or suspended for other than proper cause, the Board of Arbitration may direct the Employer to reinstate the employee and pay to the employee a sum equal to his/her wages or salary lost by reason of such suspension or discharge, or such lesser sum as in the opinion of the Board of Arbitration is fair and reasonable, or make such other order as it considers fair and reasonable, having regard to the terms of the Collective Agreement between the parties.

### **9.04 – Time Extension**

Whenever stipulated time is mentioned in this article, the said time may be extended by mutual consent of the parties.

## **ARTICLE 10 - DISCIPLINE**

### **10.01 - Adverse Report**

The Employer agrees not to introduce as evidence in a hearing related to disciplinary action, any document from the file of an employee, the existence of which the employee was not aware prior to the hearing and thereby was denied the opportunity of placing his/her written response in the file. The Employer shall not rely upon any letter of discipline that has been placed on the file of an employee after the expiration of five (5) 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.

### **10.02 – Burden of Proof**

In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer. Evidence shall be limited to the grounds stated in the discharge or discipline notice to the employee.

### **10.03 – Dismissal**

Any employee may, for proper cause, be dismissed without notice and subject to statutory regulations, may be deprived of benefits that he/she would otherwise receive on retirement, or, at the discretion of the Employer, such notice and benefits as the Employer may authorize; provided however, that any employee so dismissed shall have the right to grieve.

### **10.04 – Legal Picket Line**

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 Canada, except for the purpose of maintaining essential services, or in cases of emergencies, when requested by the Employer and his Union Local.

### **10.04 - Loss of Wages re: Picket Line**

It is understood and agreed that hours or part of an hour lost by an employee by not crossing a picket line that prevents him/her from carrying out his/her duties, shall be deducted from his/her wages at the hourly basic rate that is used to calculate overtime for that employee.

## **ARTICLE 11 - SENIORITY**

### **11.01 - Seniority Defined**

Seniority is defined as the length of service with the Employer and shall be used in determining transfers, demotions, layoffs, permanent reduction of the work force, and recall.

### **11.02 - Seniority List**

The Employer shall maintain an up to date seniority list. The list will show each employee's original date of employment. An up-to-date seniority list shall be sent to the Union upon request.

### **11.03 – Probationary Employees**

Newly hired employees shall be considered on a probationary basis for a period of six (6) months from date of hiring. Upon completion of the probationary period, new employees shall be entitled to all rights and privileges of this agreement. The employment of such employees may be terminated at any time during the probationary period. Such employees shall have the right to the grievance procedure as outlined in Article 8 of this Collective Agreement. After successfully completing the probationary period, seniority shall be effective from original date of employment. Benefits shall become effective in accordance with the regulations outlined by Health & Welfare, Insurance and pension plan carriers.

### **11.04 – Loss of Seniority**

An employee shall not lose seniority rights if he/she is absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer. An employee shall only lose his seniority in the event of the following:

- a) He/She is discharged for just cause and is not reinstated;
- b) He/She resigns;
- c) He/She is absent from work in excess of five (5) consecutive working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
- d) He/She fails to return to work following a layoff within seven (7) calendar days 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/her current address.

Employees who are laid off shall retain their seniority rights for one (1) year. Loss of seniority shall mean loss of all rights as an employee.

### **11.05 – Service Severance Pay**

A regular employee who has received written notice of layoff shall, within five (5) calendar days, elect to:

- a) exercise his/her seniority rights for bumping purposes; or
- b) accept layoff.

If the employee accepts layoff, he/she shall within thirty (30) calendar days from the effective date of layoff elect to:

- a) either retain seniority rights of layoff and recall; or
- b) accept severance pay.

Upon acceptance of severance pay, all seniority rights and rights to recall under the Agreement are terminated; or upon acceptance of retention of seniority rights of layoff and recall, all rights to severance pay under this provision are terminated.

Entitlement to, and severance pay for each regular employee will be as follows:

- a) Three (3) days pay for each calendar year of service up to and including five (5) calendar years of service
- b) Five (5) days pay for each additional calendar year of service
- c) The maximum number of days pay for severance will be ninety (90) days pay.

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 or her termination.

### **11.06 – Transfers Outside Bargaining Unit**

No employee shall be transferred to a position outside the bargaining unit without his/her consent. It is understood and agreed that an employee who consents to transfer, for any reason, to a position which he/she knows to be outside the bargaining unit shall not then initiate proceedings to have that position included in the bargaining unit.

## **ARTICLE 12 - PROMOTIONS, STAFF CHANGES, RETIREMENT**

### **12.01 - Job Postings**

It is agreed and understood that where vacancies exist or new positions are created, notice thereof will be posted on the bulletin boards and a copy mailed to the Union and copied to the CLPB Unit Chair, a period of seven (7) calendar days before the appointment is made; such postings and notice to contain the following information:

- a) Nature and status of position;
- b) Required knowledge, skills and abilities, and;
- c) Wage rate.

The Employer agrees to advise the Union and copied to the CLPB Unit Chair in writing of the name(s) of the successful applicant(s).

### **12.02 - Method of Making Appointments**

In making promotions and transfers, the required knowledge, ability and skills for the position shall be the primary consideration, and where two or more applicants are equally capable of fulfilling the duties of the position, seniority, as defined in this Agreement, shall be the determining factor. However, it is understood that in all instances present employees shall be given preference when suitably qualified.

### **12.03 - Trial Period**

In the event an employee is promoted or transferred to a higher rated position, he/she shall be considered to be on a trial for a period of not more than thirty (30) working days and shall during such trial period receive the higher salary rate. If, during the trial period the employee does not wish to continue in the higher-rated position or is not considered satisfactory in the higher-rated position, he/she shall be returned to his/her previous position, without loss of seniority. The time limit of the trial period may be extended by mutual agreement of the Employer and trial period employee.

### **12.04 - Retirement**

All employees shall retire according to the provisions of the Municipal Pension Plan, or as otherwise mutually agreed between the parties.

- a) Where the Employer has offered, and the employee has accepted a voluntary retirement at the age of fifty-five (55) or over, and retires on the Municipal Pension, the employee shall receive at least one (1) month's salary for every five (5) years of continuous service to a maximum of ninety (90) days.
- b) An employee may request earlier retirement than at age 55 subject to 12.04(a) above and the Employer has the right to agree to or deny the request.

## **ARTICLE 13 - LAYOFFS AND RECALLS**

### **13.01 – Definition of Layoff**

A layoff shall be defined as a reduction in the work force, or a reduction in the hours of work.

### **13.02 – Layoff and Recall Procedure**

- a) Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority within their classification. Employees shall be recalled in order of seniority. Notwithstanding, employees who are laid off may exercise bumping rights in another classification if they meet the qualifiers of that classification. Employees choosing to exercise these rights must do so in writing to the Employer within twenty-eight (28) calendar days of receiving their lay-off notice.
- b) Notwithstanding 13.02 a), if the Employer has requested that the employee(s) take the required training and/or certification program that is a statutory requirement and has made available the time and funding required but, the employee has refused or has failed the training and/or certification requirements, the Employer shall exercise their right to offer the most senior employee who has the required training and/or certification the work.

### **13.03 – Layoffs and Recalls**

If an employee who has been laid off is qualified for a position, he/she shall have an opportunity for re-employment before a new employee is hired for the position.

### **13.04 – Notice of Layoff**

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

### **13.05 – Emergency Layoff**

It is understood and agreed that in the event of an emergency, as mutually agreed upon by Employer and bargaining committee, the required notice of layoff shall be waived.

## **ARTICLE 14 - HOURS OF WORK, SHIFTS AND OVERTIME WORK**

### **14.01 – Regular Hours of Work**

The regular hours of work for employees shall be as set out in this Agreement, unless changed by mutual agreement or unless otherwise provided for in this Agreement.

The normal regular hours of work for full time outside employees shall be 7.5 hours per day (exclusive of a lunch break not to exceed one half-hour) for five (5) days per week. The normal yearly hours of work for outside employees shall be 1,950 hours per year ( $52 \times 5 \times 7.5 = 1,950$ ).

The normal regular hours of work for full time inside employees shall be seven (7) hours per day (exclusive of a lunch break not to exceed one hour) for five (5) days per week. The normal yearly hours of work for inside employees shall be 1,820 hours per year ( $52 \times 5 \times 7 = 1,820$ ).



Employees will work a continuous five (5) day week, normally Monday to Friday inclusive. A Summer Schedule may include Saturday and Sunday as regular workdays.

Employees holding the position of custodian will work any five (5) days with two (2) consecutive days off per week. Normal regular hours of work will be seven and one-half (7.5) consecutive hours per day (exclusive of a half-hour (½) lunch break) between the hours of 06:00 and 16:00 for winter hours and 06:00 and 18:00 for summer hours.

#### **14.02 – Reporting – No Work**

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.

#### **14.03 – Overtime Authorized**

All overtime shall be at the authorization of the Department Head or a supervisor who has been delegated the responsibility to authorize overtime. All time worked beyond the normal full time work day, the normal full time work week, or on a holiday, shall be considered overtime.

#### **14.04 – Overtime Rates/Payment/Time Off in Lieu**

All hours worked in excess of those normally worked by a full time employee in a day shall be paid for at the rate of double time (2x). Overtime shall be calculated to the next quarter hour. It is agreed that overtime may be paid for, or taken as time off in lieu. If taken as time off in lieu, when that time off will be taken shall be decided upon the mutual agreement of the Employer and the employee. If paid for, payment will be made as follows:

- 1) on a regular paycheque if earned in the current pay period; or
- 2) on a regular paycheque if less than 9 overtime hours; or
- 3) on a separate paycheque if greater than 9 overtime (18 straight time) hours, and the overtime had been previously “banked”.

**NOTE:** “Banked” means that the overtime hours have been recorded on the monthly statements.

Overtime may be accumulated to be taken as time off in lieu of the overtime payment, at a time which is mutually agreed between the parties. Overtime not used or paid for by the end of each calendar year shall be paid for during the first pay period in the new year at the rate prevailing as of December 30<sup>th</sup> of the year in which the overtime was worked.

#### **14.05 – Overtime Allocation**

Overtime work shall be assigned as equally as practicable among the employees of the unit who are capable to perform the work that is available.

#### **14.06 – List of Overtime Bank**

A list of overtime worked by employees within a unit or building shall be maintained and posted in each Department. This list shall be updated on a regular basis.

#### **14.07 – Non-Scheduled Work Days**

All hours worked on a non-scheduled work day shall be paid for at double time (2x), in addition to any holiday pay which may be payable.

#### **14.08 – Call Out**

An employee who is called from his/her residence to work outside of his/her regular working hours shall be paid at overtime rates of pay as provided in this Agreement, or a minimum of three (3) hours' pay at overtime rates of pay, whichever is greater.

Time worked shall be computed from the time the employee commences work until he/she has completed the work for which he/she has been called out or until he/she is instructed cease work.

#### **14.09 – Pager Pay**

Employees who are authorized by the Department Head or his/her designate to carry the pager (standby for extra duty) and who are qualified to perform the work shall be paid as follows:

1. To be paid two (2) hours for sixteen (16) non-working hours on a weekday, but no standby if the employee is called out during the sixteen (16) hour period.
2. To be paid the equivalent of four (4) hours pay of their base rate for a twenty-four (24) hour period on the weekends and statutory holidays. If an employee on standby during this period is called out, he/she shall be paid at overtime rates for the actual hours worked. Weekend and statutory holidays shall be calculated from 0800 hours of the first day to 0800 hours of the second day.
3. Pager hours will be reported to the payroll department on a biweekly basis. Pager pay will be included on the paycheque for the pay period in which the pager hours have been reported.

Pager pay may not be banked for payment and pager pay may not be taken as time off in lieu.

Consumption of alcohol or illegal drugs, or being under the influence of these substances while on Park duty – including Pager Standby – is prohibited and will result in disciplinary action.

#### **14.10 – Rest Periods**

Rest periods of fifteen (15) consecutive minutes in both the first and the second half of a normal work day or shift at the work site shall be permitted to all employees.

### **ARTICLE 15 - HOLIDAYS**

#### **15.01 – Guarantee of Holidays**

It is the purpose of this Article to guarantee a minimum of twelve (12) statutory or general holidays to all employees.

#### **15.02 – Paid Holidays**

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

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

and any other general holiday proclaimed by the Federal or Provincial Government.

### **15.03 - New Employees**

In order to qualify for Statutory Holiday pay, new employees hired by the Employer shall have been employed for at least thirty (30) calendar days immediately prior to the statutory holiday.

### **15.04 - When Holiday Falls on Day of Rest**

When any of the above noted statutory holidays fall on Saturday or Sunday and are not proclaimed as being observed some other day, the following Monday, when one (1) day is involved, or the following Monday and Tuesday, when two (2) days are involved, shall be deemed as holidays for the purpose of this Agreement, unless some other arrangements are made by mutual agreement.

### **15.05 - Holidays on Day Off**

When any of the above-noted holidays fall on an employee's scheduled day off, for those employees who work other than the normal work week, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Employer.

### **15.06 - Holiday Pay**

Employees who are not required to work on the aforementioned holidays shall receive holiday pay equal to one (1) normal day's pay. Employees who are required to work shall be paid in accordance with the overtime provisions of this Agreement.

## **ARTICLE 16 - ANNUAL VACATIONS**

### **16.01 - Entitlement**

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

### **16.02 - Definition**

For the purpose of this Article, "Calendar Year" shall be the period from January 1st to December 31st, inclusive.

### **16.03 - First Year of Service**

Employees during the first (1st) Calendar Year of service shall accumulate one (1) working day for each completed month of employment, or major fraction thereof, to a maximum of ten (10) working days. Employees shall receive an annual vacation equivalent to the accumulated working days at the employee's regular rate of pay, or four percent (4%) of the employee's regular rate of pay, or four percent (4%) of the employee's annual gross earnings, whichever is greater.

### **16.04 - Less Than One Year of Service**

Regular employees who have been continuously employed for less than a twelve (12) month period, but are on the payroll as at January 1st, shall be considered to have completed their first Calendar Year of service for vacation purposes, but unearned vacations taken will be deducted from the employee's pay if he/she leaves employment prior to earning them.

### **16.05 - Second Year of Service**

Regular Employees shall earn two (2) calendar weeks of annual vacation during their second (2<sup>nd</sup>) year of service.

### **16.06 - Third Year of Service**

During their third (3rd) year of continuous service, and every year thereafter up to and including their eighth (8<sup>th</sup>) year of service, regular employees shall earn three (3) calendar weeks annual vacation.

### **16.07 - Ninth Year of Service**

During their ninth (9th) year of continuous service, and every year thereafter up to and including their fifteenth (15th) year of service, Regular employees shall earn four (4) calendar weeks of annual vacation.

### **16.08 - Sixteenth Year of Service**

During their sixteenth (16th) year of continuous service, and every year thereafter, up to and including their twenty-fourth (24<sup>th</sup>) year of service, Regular employees shall earn five (5) calendar weeks' of annual vacation.

### **16.09 – Twenty-fifth Year of Service**

During their twenty-fifth year of continuous service and every year thereafter regular employees shall earn six (6) calendar weeks of annual vacation.

### **16.10 - Statutory Holidays During Vacation Periods**

When a statutory holiday falls or is observed during an employee's annual vacation period, they shall be granted an additional day's vacation for each statutory holiday, in addition to their regular vacation time.

### **16.11 - Consecutive Vacation Periods**

Vacations shall be taken in one (1) unbroken period, or any combination of five (5) consecutive working days. Adjustments will be made on the employee's regular pay cheque for any overpayment of vacation pay.

### **16.12 - Scheduling of Vacation Periods**

Vacations for employees shall be taken at such times when quantity, regularity and disruption of the work of the Employer will be least impaired, and as mutually agreed upon by the employee and the Department Head, but MUST be taken within the current calendar year. Carryover of vacation time to the following year is possible only with Board approval, or where impacted by an active WCB Claim.

### **16.13 – Vacation Pay in Advance**

Where an employee has mutually agreed with the Department Head to take his/her annual vacation entitlement in one unbroken vacation or any combination of five (5) consecutive working days, payment for the period to be taken shall be made at least one day before the beginning of the employee's vacation. It shall be the employee's responsibility to notify the payroll department, on the prescribed form, at least ten (10) working days prior to his/her last day worked.

### **16.14 - Approved Leave During Vacation Periods**

Where an employee qualifies for bereavement, or any other approved leave during his/her period of vacation, there shall be no deduction from vacation credits for such absence, provided notice is given to the Employer as soon as the need arises. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date at the mutual agreement of the employee and his/her Department Head.

## **ARTICLE 17 - SICK LEAVE PROVISIONS**

### **17.01 - Entitlement**

Regular employees, will be granted sick leave subject to the following provisions.

### **17.02 - Sick Leave**

For the first seven (7) days of each approved sick leave will be paid at regular pay by the Employer.

Any incidence of approved short-term sick leave beyond seven (7) working days will be covered by the short term disability coverage available through the group insurance plan.

The long term disability provisions of the group insurance plan will cover any sick leave beyond the period covered by the short term disability program.

### **17.03 - Responsibility to Report**

An employee shall be required to report in, by telephone, to his/her Department Head a minimum of one-half (½) hour prior to the commencement of the shift, unless the expected total period of absence has already been made known to the Employer. When such period has elapsed or is expected to be exceeded; however, the employee shall report before the first (1st) working day following the stated period, to his/her Department Head. Failure to follow the reporting procedure may jeopardize the employee's right to sick pay, unless proof of extenuating circumstances can be produced which made reporting impossible.

### **17.04 – Medical Certificate**

A Doctor's note may be required by the Employer as proof of illness or injury. Such requests will be made, where possible, prior to the employee returning to work. The Employer may also require a medical certificate stating the employee's fitness to return to work.

Medical certificates agreed between the Employer and the Union will be required for short and long term disability claims and recurring medical absences. When an employee is able to resume work following a short or long term disability leave, written notice must be given at least five (5) working days prior to return to work.

The cost for the Doctor's note or medical certificate will be borne by the Employer.

### **17.05 - Abuse of Sick Leave**

Proven abuse of sick leave shall be deemed cause for suspension or dismissal.

### **17.06 - 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/her supervisor, to use accumulated personal leave days to care for the member of the family who is ill.

## **ARTICLE 18- LEAVE OF ABSENCE**

### **18.01 – Leave for Union Business**

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.

### **18.02 - Leave for Union Duties**

It is agreed that official representatives of the Union may be granted leave of absence, without pay, to attend Union conventions or perform other functions on behalf of the Union and its affiliation, on the following understanding:

- a) A request for such leave shall be submitted to the employee's Department Head at least two (2) weeks in advance.
- b) Such leave of absence shall not be unreasonably withheld.
- c) Such leave of absence shall not affect the employee's earned seniority and/or benefits contained in this Agreement.
- d) Not more than one (1) Union Representative shall be away at any one time, and the period of absence shall not exceed five (5) working days.

### **18.03 - Leave for Full Time Union Duties**

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 of up to two (2) years, which leave shall be reviewed biannually on the request of the employee during his or her term of office with the Union. Such leave of absence shall not be unreasonably withheld.

### **18.04 - Bereavement Leave**

An employee shall be granted up to five (5) working days' leave without loss of salary or wages in the case of the death of a partner, parent or partner's parent, sibling, child or partner's child, grandparent or grandchild. An employee shall be granted up to three (3) working days without loss of salary or wages in the case of death of in-laws or in-laws' partner, or any relative permanently residing in the employee's household or with whom the employee resides. Where the burial occurs within a Province of Canada, leave to travel may be granted, such leave not to exceed three (3) workdays of absence and to be without pay. When burial occurs outside of Continental North America, seven (7) days of absence without pay may be granted.

### **18.05 - Mourner's Leave**

One-half (1/2) day leave may be granted with pay to attend a funeral as a pallbearer, provided the employee has the approval for leave from his/her Department Head.

### **18.06 - General Leave**

The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such leave to be requested in writing and approved by the Department Head. Such approval shall not be withheld unreasonably.

### **18.07 - Jury or Court Witness Duty**

The Employer shall grant 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 employee the difference between his/her normal earnings and the payment he/she receives for jury service or court witness, excluding payment for traveling, meals or other expenses. The employee shall present proof of service and the amount of pay received to the Employer.

### **18.08 - Maternity Leave**

To the Employer, the following provisions shall apply:

- a) Upon written request, leave of absence without pay and without loss of seniority shall be granted for pregnancy, in accordance with the provisions specified by Employment Standards legislation. The employee returning to work after maternity leave shall provide the Employer with at least four (4) weeks' notice, and on return from maternity leave, the employee shall be reinstated in all respects by the Employer in the position previously occupied by the employee, or in a comparable position.
- b) The Employer shall not deny a pregnant employee the right to continue employment during the period of pregnancy.
- c) While on maternity leave an employee shall retain and accumulate her full employment status in connection with the seniority provision.

### **18.09 – Paternity Leave**

Upon written request, employees shall receive one (1) day paternity leave with full pay and benefits commencing upon the confinement of their spouse. Further parental leave shall be granted in accordance with the provisions of Employment Standards legislation.

### **18.10 – Personal Leave Days Entitlement**

Regular full time employees will be granted personal leave days in accordance with the following provisions:

#### **18.11 – Accumulation of Personal Leave Days**

One half (1/2) day per month up to a maximum of six (6) personal leave days may be accumulated on a calendar year basis. Personal leave days may be taken, in whole or in part, at the mutual agreement of the employee and supervisor, and must be scheduled to allow for provision of coverage.

Personal leave days may only be used in the calendar year in which they are granted. They are not carried over to the next calendar year. Personal leave days have no monetary value. This is not intended to be another form of remuneration. It is strictly provided to allow the employee time to attend to personal business that may arise from time to time.

#### **18.12 – Monthly Statement**

Each employee shall receive a monthly statement of accumulated personal leave days.

#### **18.13 – Benefits While on Leave**

While an employee is on an approved leave of absence, benefits will be provided in accordance with the terms of Employment Standards legislation.

## **ARTICLE 19 - PAYMENT OF WAGES AND ALLOWANCE**

### **19.01- Pay Days**

The Employer shall pay salaries and wages every second (2nd) week, by Direct Deposit, on a Friday, and the Employer shall supply the employee with a Statement for each pay.

### **19.02 - Equal Pay for Equal Work**

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

### **19.03 - Pay During Temporary Transfers**

When an employee temporarily relieves in, or performs the principal duties of, a higher paying position at a flat rate of pay, he/she shall receive the rate for the job. When an employee temporarily relieves in, or performs the principal duties of, a higher paying position for which a salary range has been established, he/she shall receive the rate which is higher than his/her previous rate. The employee shall be deemed to be covered by this collective agreement during the period of transfer. When an employee is assigned to a position paying a lower rate, his/her rate shall not be reduced.

### **19.04 – Overtime Meal Allowance**

Unless the Employer has been given at least twenty-four (24) hours' notice of the need to work overtime, or unless the Employer has made time available for the employee to obtain a meal during the overtime period, or unless the Employer delivers an adequate meal to the employee during the overtime period, an employee required to work more than two (2) hours of overtime in any day shall be paid a meal allowance of not more than twenty dollars (\$20.00). The need for payment of the meal allowance shall be indicated on the employee's timesheet.

### **19.05 - Educational Allowance**

The Employer shall not be required to pay for the education of an employee who is studying for the purpose of earning a promotion, but if the Employer introduces new duties or processes that require new training, the Employer shall pay the cost of retraining any employee whose work will include the said new duties or processes.

### **19.06 – Travel Allowance**

Employees required to use their automobiles for the Employer's business shall be paid as follows:

- a) For the employees expected to provide their own automobiles for use on the job:
  - 1) \$75.00 per month plus
  - 2) compensation at the Canada Revenue Agency maximum non-taxable mileage rate for the applicable year;
- b) For employees whose job does not require them to have an automobile, but who use their own automobile on a casual basis while on duty, they will be reimbursed as in 19.06 a) 2) above.

### **19.07 Premium Payments**

- a) Dirty Pay  
A premium of five percent (5%) shall be paid to any employee working in contact with raw sewage.
- b) Faller Pay  
A premium of five percent (5%) shall be paid to an employee engaged in tree falling. Tree falling shall be defined as where the tree has to be undercut.
- c) Bucket Pay  
A premium of five percent (5%) shall be paid to an employee assigned by the foreman or supervisor to use a chainsaw, while doing "high time" in the bucket truck, to fall or limb trees.



## **ARTICLE 20 - JOB CLASSIFICATION AND RECLASSIFICATION**

### **20.01- Class Descriptions**

The Employer agrees to prepare Class Descriptions for all positions for which the Union is the bargaining agent. These descriptions shall be presented and discussed with the Union and shall become the recognized Class Descriptions.

### **20.02 – Notice of New Positions or Abolition of Established Positions**

The Union shall be promptly notified of any new classifications to be established, and shall be given thirty (30) calendar days' notice of any established classifications which are to be abolished.

### **20.03 – Establishment of Salaries or Rates**

The Employer has the right to establish salaries or rate for any new position or class of positions. Such salaries and rates shall be subject to negotiations between the parties.

### **20.04 – Reclassification or Rate of Pay Changes**

Requests for reclassification or rate of pay changes for a position, or positions, may be initiated by any employee or the Union, on behalf of the employee or employees. A classification change involving a change in title or class due to a change in level of duties, responsibilities and/or requirements of a position or positions, shall be termed a "reclassification" and a change involving only a rate of pay revision without any change in level of duties, responsibilities and/or requirements, shall be termed a "rate of pay adjustment". It is accepted that across-the-board increases change the percentage differentials between classes of jobs and positions previously established. Such changes shall not be grounds for requests for reclassifications or grievance.

### **20.05 – Processing Requests**

Reclassification, rate of pay and/or rate adjustment requests will be processed and reported on within thirty (30) calendar days by the Employer to the Union and the employee(s) concerned.

### **20.06 – Right to Appeal**

The Union shall have the right, within thirty (30) days, to appeal to the local Labour Management Committee on items covered by the above sections, and such appeal shall be in written form and contain valid facts and submissions including contesting salaries, rates, Employer's classification and/or valuations. The local Labour Management Committee (Section 7.02) will attempt to resolve all appeals on classification and valuations within thirty (30) calendar days of notification.

### **20.07 – Arbitration**

If the local Labour Management Committee is unable to reach an agreement on reclassifications, rate of pay adjustments or rates of pay for new positions or classes, these issues shall then be subject to the grievance procedure. In such cases; however, the nominee of the Union and the nominee of the Employer to the Arbitration Board shall be experienced and qualified in Municipal Job Evaluation.

## **ARTICLE 21 - EMPLOYEE BENEFITS**

### **21.01 – Medical Plan**

The Employer agrees to pay one hundred percent (100%) of all premiums for the Medical Services Plan of British Columbia. It is understood that the payment of these premiums is a taxable benefit to the employee and as such, the amount will be added to taxable income.

### **21.02 – Extended Health Care and Dental Plan**

The Employer agrees to pay one hundred percent (100%) of all premiums for Extended Health Care and Dental Coverage provided under the Group Benefit Package. It is understood that these premiums do not constitute a taxable benefit to the employee. The Employer agrees that if the Employer changes benefits carriers the existing levels of coverage will not be reduced.

- (1) Extended Health Benefits Coverage to include a 100% Plan Real-time Pharmacy Claims Assessment System.
- (2) Dental Coverage: Plan A – 100%; Plan B – 50%; Plan C – 50% with \$2,500.00 lifetime maximum (Children only).
- (3) Purchase of one (1) pair of eye glasses once every two (2) years for each regular employee and their dependents to a maximum cost of five hundred dollars (\$500) per pair.
- (4) Eye examinations for each regular employee and their dependents once every two years up to a maximum of \$100 per examination.

### **21.03 – Weekly Indemnity and Long Term Disability**

The employee agrees to pay one hundred percent (100%) of all premiums for Weekly Indemnity and Long-Term Disability coverage provided under the Group Benefit Package. It is understood that this arrangement is made to ensure that the benefits received from any claims will not be taxable in the hands of the employee.

### **21.04 – Supplementation of Compensation Award**

An employee prevented from performing his/her regular work with the Employer on account of an occupational accident that is recognized by the Workers' Compensation Act and receiving lost time compensation shall be paid utilizing the principle of no loss, no gain. Specifically, the employee will be paid (on regular pay dates) in accordance with the provisions of the Workers' Compensation Board guidelines. All non-statutory deductions will continue as usual. Any top-up payment will be subject to the usual deductions as required by statute. At the same time, the Workers' Compensation Board will be requested to remit compensation payments on behalf of the employee, directly to the Employer.

### **21.05 – Legislation**

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

### **21.06 - Death Benefits**

All benefits earned or accruing from the employee's period of employment with the Employer shall, in the event of his/her death, be paid to his/her specified beneficiary.

### **21.07 – Group Life Insurance and Accidental Death and Dismemberment Insurance**

The Employer agrees to pay one hundred percent (100%) of all premiums for Group Life Insurance Coverage provided through the Group Benefit Package. It is understood that the payment of these premiums is a taxable benefit to the employee and as such, the amount will be added to taxable income.

The Employer agrees to pay one hundred percent (100%) of all premiums for Accidental Death and Dismemberment Insurance coverage provided through the Group Benefit Package. It is understood that these premiums do not constitute a taxable benefit to the employee.

The Group Benefit Package provided by the Employer will include the following coverage levels:

Group Life Insurance – two times annual salary to a maximum of \$200,000.00 and Accidental Death & Dismemberment Insurance – two times annual salary to a maximum of \$200,000.00

### **21.08 – Clothing Allowance and Protective Clothing**

Outside employees shall receive a clothing allowance of fifteen dollars (\$15.00) per month to maintain and replace uniforms. When overspent, the excess amount is to be deducted from salary or wages. Clothing allowance is not accumulative beyond the calendar year. Coveralls and hard hats will be provided by the Employer upon commencement of permanent employment, and are to be returned on cessation of employment. Loss through negligence or willful damage to Employer provided clothing shall be replaced at the employee's expense.

### **21.09 – Pension**

All regular employees shall be covered by the provisions of the Municipal Pension Plan. Enrolment shall be subject to the requirements of the Municipal Pension Plan Rules.

## **ARTICLE 22 - SAFETY AND HEALTH**

### **22.01 – Employer/Union Safety Committee**

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

### **22.02 - Meetings of Committee**

The Safety Committee shall hold meetings at least four (4) times a year, or more often if requested by the Union or by the Employer. All unsafe, hazardous or dangerous conditions shall be taken up and dealt with at such meetings. Minutes of all Safety Committee meetings shall be kept, and copies of such minutes shall be provided to the Employer and the Union.

### **22.03 – The Right to Refuse Unsafe Work**

A member of the Safety Committee shall have the right to stop any work considered unsafe or hazardous.

No employee shall be discharged, penalized or disciplined for refusing to work on a job or in any workplace or to operate any equipment where he/she or a member of the Safety Committee believes that it would be unsafe or unhealthy to himself/herself, an unborn child, a workmate, or the public, or where it would be contrary to the applicable federal, provincial or municipal health and safety legislation or regulations. There shall be no loss of pay or seniority during the period of refusal. No employee shall be ordered or permitted to work on a job which another worker has refused until the matter is investigated by the Safety Committee and satisfactorily settled.

#### **22.04 – Safety and Health Reports, Records and Data**

Upon request of the Chairperson of the Safety Committee, the Employer shall provide the members of the Safety Committee with the details of every accident, incident or occurrence of an occupational disease that occurred at the work site in the previous month.

#### **22.05 – Disclosure of Information**

Upon request, the Employer shall provide to the Union, information it is capable of obtaining from its suppliers, on the biological agents, compounds, substances and by-products used in the work environment.

#### **22.06 – Pay for Injured Employees**

An employee who is injured at work 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/her regular rate of pay, unless a doctor or nurse states that the employee is fit for further work on that shift.

#### **22.07 – Transportation of Accident Victims**

The initial transportation, at the time of an accident, to the nearest physician or hospital for employees requiring medical care as a result of a job related accident shall be at the expense of the Employer.

### **ARTICLE 23 - TECHNOLOGICAL CHANGE**

#### **23.01 – Agreement in Principle**

The Employer agrees to take all reasonable steps so that an employee shall not lose employment because of a change in procedure or type of service offered, or because of technological change. Every reasonable effort will be made by the Employer to utilize normal turnover of employees, to the extent that it arises during the period in which changes occur, to absorb employees displaced because of such change or changes. However, when necessary to reduce staff, it will be done as outlined in Article 13 of this Agreement. The Employer will notify the union at least three (3) months in advance of a projected technological change. An employee who is laid off due to technological change will receive three (3) month's notice of layoff or three (3) month's severance pay in lieu thereof.

### **ARTICLE 24 – JOB SECURITY**

#### **24.01 – Contracting Out**

The Employer agrees that regular full time employees shall not be laid off as a result of contracting out of work or services.

### **ARTICLE 25 - GENERAL CONDITIONS**

#### **25.01 - Accommodation**

Proper facilities shall be provided for employees to have their meals and keep and change their clothes.

## **25.02 - 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 other such notices as may be of interest to the employees.

## **25.03 – Plural or Feminine Terms May Apply**

Wherever 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 requires.

## **25.04 – Attachments to Agreement**

This Agreement with the inclusion of:

Schedule A – Pay Level System – Utility Workers

Schedule B – Pay Level System – Landscape Gardener

Schedule C – Pay Level System – Secretary/Receptionist

Schedule D – Pay Level System – Building Custodian

Schedule E – Pay Level System – Building Inspector/Bylaw Enforcement Officer

shall form the total Agreement, and no addendum, appendices, schedules or other attachments shall be valid or in effect unless agreed to by the Employer and the Union, and signed and dated by the authorized representative of the Employer and the Union, subsequent to the date of this agreement.

## **25.05 –Harassment**

All personnel have the right to work without harassment. Any complaint alleging harassment will be referred to the Union Officer of the employee's choice to be taken up with a representative of the Employer to investigate.

If the complaint is not resolved, it will be dealt with at Step 2 of the grievance procedure.

## **25.06 – Training Opportunities**

Training opportunities will be provided in a fair and equitable manner among employees covered by this agreement.

# **ARTICLE 26 - TERM OF AGREEMENT**

## **26.01- Duration**

This Agreement shall be for the period January 1st, 2014 to December 31st, 2016, 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 last day of December of any year thereafter, by written notice, to require the other party to the Agreement to commence collective bargaining.

**26.02 - Continuation**

Should either party give written notice aforesaid, this Agreement shall thereafter continue in full force and effect until:

- a) The Union shall give notice to strike (or until the Union goes on strike); OR
- b) The Employer shall give notice of lock-out (or the Employer shall lock-out its employees); OR
- c) The parties shall conclude a renewal or revision of this Agreement or enter into a new Collective Agreement,

whichever is the earliest.

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

Signed on behalf of the )  
Employer, CULTUS LAKE PARK BOARD, )  
in the presence of its proper officers: )  
 )  
 )  
 )  
 )  
\_\_\_\_\_)  
 )  
 )  
\_\_\_\_\_)  
 )  
 )

The corporate seal of the Union, )  
CANADIAN UNION OF PUBLIC )  
EMPLOYEES, Local 458, was here- )  
unto affixed in the presence of )  
its proper officers: )  
 )  
 )  
\_\_\_\_\_)  
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\_\_\_\_\_)  
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\_\_\_\_\_)  
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**SCHEDULE "A"**

**PAY LEVEL SYSTEM – UTILITY WORKERS**

<b><u>POSITION</u></b>		<b><u>JAN 1/14</u></b>	<b><u>JAN 1/15</u></b>	<b><u>JAN 1/16</u></b>
Special Assignment		23.50	23.97	24.39
Park Utility I	Commencement of employment to 6 <sup>th</sup> month probationary	23.50	23.97	24.39
Park Utility II	7 <sup>th</sup> month to 18 <sup>th</sup> month completed provided that all requirements are met as per job description	24.91	25.41	25.85
Park Utility III	19 <sup>th</sup> month to 27 <sup>th</sup> month completed provided that all requirements are met as per job description	26.93	27.47	27.95
Park Utility IV	28 <sup>th</sup> month PLUS provided that all requirements are met as per job description	27.74	28.29	28.79
Public Works Supervisor		29.91	30.51	31.04
Leadhand	Park Utility IV plus \$0.90 per hour			
First Aid	The senior employee on duty holding a valid Occupational First Aid Level III Certification will be paid an additional one dollar (\$1.00) per hour over their regular wage rate for First Aid responsibilities and other First Aid related tasks			

**SCHEDULE "B"**

**PAY LEVEL SYSTEM – LANDSCAPE GARDENER**

<b><u>POSITION</u></b>		<b><u>JAN 1/14</u></b>	<b><u>JAN 1/15</u></b>	<b><u>JAN 1/16</u></b>
Landscape Gardener I	Commencement of employment to 6 <sup>th</sup> month probationary	23.50	23.97	24.39
Landscape Gardener II	7 <sup>th</sup> month to 18 <sup>th</sup> month completed provided that all requirements are met as per job description	24.91	25.41	25.85
Landscape Gardener III	19 <sup>th</sup> month to 27 <sup>th</sup> month completed provided that all requirements are met as per job description	26.93	27.47	27.95
Landscape Gardener IV	28 <sup>th</sup> month PLUS provided that all requirements are met as per job description	27.74	28.29	28.79



**SCHEDULE "C"**

**PAY LEVEL SYSTEM – SECRETARY/RECEPTIONIST**

<b><u>POSITION</u></b>		<b><u>JAN 1/14</u></b>	<b><u>JAN 1/15</u></b>	<b><u>JAN 1/16</u></b>
Level I	Commencement of employment to 6 <sup>th</sup> month probationary	19.94	20.34	20.70
Level II	7 <sup>th</sup> month to 18 <sup>th</sup> month completed provided that all requirements are met as per job description	20.94	21.36	21.73
Level III	19 <sup>th</sup> month to 27 <sup>th</sup> month completed provided that all requirements are met as per job description	22.73	23.18	23.59
Level IV	28 <sup>th</sup> month PLUS provided that all requirements are met as per job description	25.59	26.10	26.56

**SCHEDULE "D"**

**PAY LEVEL SYSTEM – BUILDING CUSTODIAN**

<b><u>POSITION</u></b>		<b><u>JAN 1/14</u></b>	<b><u>JAN 1/15</u></b>	<b><u>JAN 1/16</u></b>
Level 1	Commencement of employment to 6 <sup>th</sup> month probationary	17.14	17.48	17.79
Level II	7 <sup>th</sup> month to 18 <sup>th</sup> month completed provided that all requirements are met as per job description	17.92	18.28	18.60
Level III	19 <sup>th</sup> month to 27 <sup>th</sup> month completed provided that all requirements are met as per job description	18.32	18.69	19.02
Level IV	28 <sup>th</sup> month PLUS provided that all requirements are met as per job description	20.72	21.13	21.50

**SCHEDULE "E"**

**PAY LEVEL SYSTEM – BUILDING INSPECTOR/BYLAW ENFORCEMENT OFFICER**

<b><u>POSITION</u></b>	<b><u>JAN 1/14</u></b>	<b><u>JAN 1/15</u></b>	<b><u>JAN 1/16</u></b>
Building Inspector/Bylaw Enforcement Officer	41.50	42.33	43.07