

# COLLECTIVE AGREEMENT

BETWEEN:

THE DISTRICT OF SICAMOUS



AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1908

The logo for the Canadian Union of Public Employees (CUPE) consists of the letters "CUPE" in a bold, magenta, sans-serif font.

APRIL 1, 2022 – DECEMBER 31, 2024

## TABLE OF CONTENTS

<b>PREAMBLE:</b>	.....	<b>1</b>
<b>ARTICLE 1</b>	<b>BARGAINING AGENCY</b> .....	<b>1</b>
1.01	BARGAINING AGENT.....	1
1.02	REPRESENTATION.....	1
1.03	WORK OF THE BARGAINING UNIT .....	2
1.04	APPLICATION .....	2
1.05	PAY FOR EXCLUDED POSITIONS .....	2
1.06	IN-CAMERA SESSIONS OF THE COUNCIL .....	2
<b>ARTICLE 2</b>	<b>RIGHTS OF MANAGEMENT</b> .....	<b>3</b>
2.01	MANAGEMENT RIGHTS.....	3
<b>ARTICLE 3</b>	<b>DEFINITION OF EMPLOYEES</b> .....	<b>3</b>
3.01	"EMPLOYEE" .....	3
3.02	"PROBATIONARY EMPLOYEE" .....	3
3.03	REGULAR EMPLOYEE .....	4
3.04	PERCENTAGE IN LIEU OF BENEFITS .....	4
3.05	TEMPORARY EMPLOYEES .....	4
3.06	PART-TIME EMPLOYEES.....	4
<b>ARTICLE 4</b>	<b>UNION SECURITY</b> .....	<b>5</b>
4.01	ALL EMPLOYEES TO BE MEMBERS .....	5
4.02	CHECK-OFF OF UNION DUES .....	5
<b>ARTICLE 5</b>	<b>THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES</b> .....	<b>5</b>
5.01	NEW EMPLOYEES .....	5
5.02	UNION REPRESENTATIVE(S).....	5
<b>ARTICLE 6</b>	<b>NO DISCRIMINATION OR VIOLENCE IN THE WORKPLACE</b> .....	<b>5</b>
6.01	NO DISCRIMINATION .....	5
6.02	SEXUAL HARASSMENT.....	6
6.03	HARASSMENT .....	6
6.04	VIOLENCE IN THE WORKPLACE.....	6
<b>ARTICLE 7</b>	<b>LABOUR MANAGEMENT RELATIONS</b> .....	<b>7</b>
7.01	LABOUR MANAGEMENT NEGOTIATING COMMITTEE.....	7
7.02	FUNCTION OF LABOUR MANAGEMENT NEGOTIATING COMMITTEE .....	7
7.03	REPRESENTATION.....	7
7.04	MEETING OF COMMITTEE .....	7
<b>ARTICLE 8</b>	<b>SENIORITY</b> .....	<b>7</b>
8.01	SENIORITY DEFINED .....	7
8.02	SENIORITY LIST.....	8
8.03	PROBATION FOR NEWLY HIRED EMPLOYEES .....	8
8.04	SENIORITY DURING ABSENCE.....	8
8.05	SENIORITY DURING TRANSFER TO SUPERVISORY POSITIONS.....	8

<b>ARTICLE 9</b>	<b>LAYOFFS AND RECALLS .....</b>	<b>9</b>
9.01	LAYOFF AND REHIRING PROCEDURE .....	9
9.02	RECALL .....	9
9.03	NOTICE OF LAYOFF .....	9
<b>ARTICLE 10</b>	<b>PROMOTIONS, STAFF CHANGES AND RETIREMENT .....</b>	<b>9</b>
10.01	NOTIFICATION .....	9
10.02	FILLING OF VACANCIES ON A TEMPORARY BASIS .....	9
10.03	METHOD OF MAKING APPOINTMENTS .....	10
<b>ARTICLE 11</b>	<b>GRIEVANCE AND ARBITRATION PROCEDURE .....</b>	<b>10</b>
11.01	DEFINED .....	10
11.02	UNION REPRESENTATIVE .....	10
11.03	STEPS OF THE GRIEVANCE PROCEDURE .....	11
11.04	SINGLE ARBITRATOR .....	12
11.05	BOARD OF ARBITRATION .....	12
11.06	FACILITIES .....	12
11.07	EXTENDING TIME .....	12
11.08	WITNESSES .....	12
<b>ARTICLE 12</b>	<b>DISCIPLINE, SUSPENSION AND DISMISSAL .....</b>	<b>13</b>
12.01	JUST CAUSE .....	13
12.02	CROSSING PICKET LINES .....	13
12.03	GRIEVANCE .....	13
12.04	REINSTATEMENT .....	13
12.05	PERSONNEL FILE .....	13
12.06	UNION REPRESENTATIVE PRESENT .....	14
12.07	THE EMPLOYER SHALL ACQUAINT NEW EMPLOYEES .....	14
<b>ARTICLE 13</b>	<b>HOURS OF WORK .....</b>	<b>14</b>
13.01	NORMAL WORK DAY AND NORMAL WORK WEEK .....	14
13.02	REST PERIODS .....	14
13.03	REPORTING FOR WORK .....	14
<b>ARTICLE 14</b>	<b>OVERTIME .....</b>	<b>15</b>
14.01	RATE .....	15
14.02	EMERGENCY WORK .....	15
14.03	ON DAY OF REST .....	15
14.04	PAID TIME OFF IN LIEU .....	15
14.05	AUTHORIZE OVERTIME .....	15
14.06	OVERTIME DIVIDED EQUALLY .....	15
14.07	ON CALL .....	15
14.08	STANDBY DUTY .....	16
14.09	SEASONAL ADJUSTMENTS .....	16
14.10	ON CALL SCHEDULE .....	16
14.11	TIME OFF .....	16
14.12	STANDBY PERSONNEL .....	16
<b>ARTICLE 15</b>	<b>STATUTORY HOLIDAYS .....</b>	<b>16</b>



15.01	STATUTORY HOLIDAYS LISTED .....	16
15.02	WHEN HOLIDAY FALLS ON NON-WORKING DAY.....	17
15.03	HOLIDAY OCCURRING DURING ANNUAL VACATION .....	17
15.04	PAYMENT FOR STATUTORY HOLIDAYS.....	17
<b>ARTICLE 16</b>	<b>ANNUAL VACATIONS.....</b>	<b>17</b>
16.01	DEFINITION OF VACATION YEAR .....	17
16.02	IN CASES OF TERMINATION .....	17
16.03	SCHEDULED VACATIONS.....	17
16.04	ANNUAL VACATIONS .....	17
16.05	ANNIVERSARY DATE.....	18
16.06	EMPLOYEE WITH ONE (1) YEAR SERVICE.....	18
16.07	EMPLOYEE WITH TWO (2) YEARS' SERVICE.....	18
16.08	EMPLOYEE WITH SEVEN (7) YEARS' SERVICE .....	18
16.09	EMPLOYEE WITH TEN (10) YEARS' SERVICE .....	18
16.10	EMPLOYEE WITH FIFTEEN (15) YEARS' SERVICE .....	18
16.11	EMPLOYEE WITH TWENTY (20) YEARS SERVICE .....	18
16.12	EMPLOYEES ON LONG TERM DISABILITY/WCB .....	19
16.13	EARLY RETIREMENT .....	19
<b>ARTICLE 17</b>	<b>HEALTH and PENSION BENEFITS .....</b>	<b>19</b>
17.01	GROUP LIFE INSURANCE & ACCIDENTAL DEATH & DISMEMBERMENT .....	19
17.02	DENTAL PLAN.....	19
17.03	BC MEDICAL PLAN .....	19
17.04	EXTENDED HEALTH BENEFITS PLAN .....	20
17.05	GENERAL PRINCIPLES .....	20
17.06	PENSION .....	21
<b>ARTICLE 18</b>	<b>LEAVE OF ABSENCE .....</b>	<b>21</b>
18.01	FOR UNION BUSINESS .....	21
18.02	UNION CONVENTIONS .....	21
18.03	BEREAVEMENT LEAVE .....	22
18.04	COMPASSIONATE LEAVE .....	22
18.05	LEAVE OF UNION OFFICERS .....	22
18.06	GENERAL LEAVE.....	22
18.07	JURY DUTY OR COURT WITNESS.....	22
18.08	MATERNITY AND PATERNAL LEAVE.....	23
<b>ARTICLE 19</b>	<b>ILLNESS AND INJURY .....</b>	<b>23</b>
19.01	ILLNESS AND INJURY .....	23
19.02	COOPERATION.....	23
19.03	MEDICAL CERTIFICATION .....	23
19.04	HEALTH APPOINTMENTS.....	23
<b>ARTICLE 20</b>	<b>PRESENT CONDITIONS AND BENEFITS .....</b>	<b>24</b>
20.01	PRESENT CONDITIONS AND BENEFITS.....	24
<b>ARTICLE 21</b>	<b>TECHNOLOGICAL CHANGE.....</b>	<b>24</b>
21.01	PURPOSE OF THE FOLLOWING PROVISIONS .....	24



21.02	NOTIFICATION OF CHANGE .....	24
21.03	ADJUSTMENT PLAN .....	24
21.04	TRAINING PROCESS .....	24
21.05	SEVERANCE PAY.....	25
21.06	ELECTION OF SEVERANCE PAY .....	25
21.07	LAID OFF PRIOR TO INTRODUCTION OF TECHNOLOGICAL CHANGE .....	25
<b>ARTICLE 22</b>	<b>PAYMENT OF WAGES AND ALLOWANCES .....</b>	<b>25</b>
22.01	PAY DAYS .....	25
22.02	HIGHER-PAID CLASSIFICATION .....	25
22.03	EXPENSES .....	26
22.04	MILEAGE ALLOWANCE .....	26
22.05	EDUCATIONAL ALLOWANCES .....	26
22.06	PROFESSIONAL FEES AND LICENSE.....	26
<b>ARTICLE 23</b>	<b>TRANSFER AND NEW CLASSIFICATION RATES .....</b>	<b>27</b>
23.01	NEW CLASSIFICATIONS.....	27
23.02	CHANGED CLASSIFICATION .....	27
23.03	ABANDONMENT.....	27
23.04	EXTENSION OF TIME LIMITS.....	27
23.05	JOB DESCRIPTIONS.....	28
<b>ARTICLE 24</b>	<b>GENERAL CLAUSES.....</b>	<b>28</b>
24.01	BULLETIN BOARDS.....	28
24.02	DRESS CODE.....	28
24.03	ATTACHMENTS TO AGREEMENTS .....	28
24.04	FLEX TIME.....	28
<b>ARTICLE 25</b>	<b>GENERAL.....</b>	<b>28</b>
25.01	JOB RELATED LIABILITY PROTECTION.....	28
<b>ARTICLE 26</b>	<b>TERM OF AGREEMENT .....</b>	<b>29</b>
26.01	TERM OF AGREEMENT.....	29
<b>SCHEDULE A</b>	<b>Hourly Rates – Inside Workers.....</b>	<b>30</b>
<b>SCHEDULE B</b>	<b>Hourly Rates – Outside Workers .....</b>	<b>30</b>

**AGREEMENT BETWEEN:  
DISTRICT OF SICAMOUS  
(hereinafter called the "Employer")  
and  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1908  
(hereinafter called the "Union")**

**PREAMBLE:**

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

- 1) To maintain the existing harmonious relations and settle conditions of employment between the Employer and the Union;
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, etc.;
- 3) To encourage efficiency in operation;
- 4) To promote the morale, well being and security of all the employees in the bargaining unit of the Union;

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

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE 1      BARGAINING AGENCY**

**1.01              Bargaining Agent**

The Employer or anyone authorized to act on its behalf recognizes the Canadian Union of Public Employees, Local 1908, as the sole collective bargaining agency for its employees classified and covered by this Agreement and hereby consents and agrees to negotiate with the Union or any authorized committee thereof, in any and all matters affecting the relationship between the parties to this Agreement, looking forward to a peaceful and amicable settlement of any difference that may arise between them.

**1.02              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.

### **1.03 Work of the Bargaining Unit**

It is further agreed that, except for incidental or emergent situations or except for employees of a bona fide contractor who are not in the bargaining unit for which the Union is certified, any person whose classification is not covered by the Agreement shall not perform work that is normally done by those employees who are deemed to be within the bargaining unit for which the Union is certified under the *Labour Code of British Columbia*.

It is agreed that the Employer has the right to contract out work. However, such contracting out shall not affect the continued employment of those persons covered by this Agreement, nor shall any employee suffer a reduction in hours of work due to contracting out by the Employer.

### **1.04 Application**

- 1) Employees whose jobs are not covered by Schedule "A" and "B" of this Agreement are hereby excluded from the terms and conditions of this Agreement.
- 2) If, upon application to the Labour Relations Board by either the Union or the Employer, the said Board rules that any person, whose job classification is not included in Schedule "A" and "B", is an employee within the meaning of the *BC Labour Code* and is included in the unit for which the Union is certified, the Employer shall forthwith institute a new classification for such person and all the provisions of Article 23 of this Agreement shall apply thereto.

### **1.05 Pay for Excluded Positions**

Employees temporarily assigned to positions outside the scope of this Collective Agreement shall be paid from the first day in the temporarily assigned position on the basis of five percent (5%) above the employee's regular salary. In each assignment the employee shall be notified, in writing, in advance of the temporary assignment.

### **1.06 In-Camera Sessions of the Council**

The Employer and the Union agree that personnel matters discussed in in-camera sessions of the Council will be held in the strictest confidence and will not be released to either the public or Union members without the consent of the District of Sicamous Council.



## **ARTICLE 2      RIGHTS OF MANAGEMENT**

### **2.01            Management Rights**

The Union agrees that the management and control of the Employer's business and the direction and control of the Employer's work forces are vested exclusively in the Employer, subject only to the limitations imposed upon the Employer by the provisions of this Agreement. The Union further recognizes and agrees that the Employer retains all the customary rights, responsibilities, functions and prerogatives of management, except as expressly modified or restricted by a specific provision of this Agreement.

## **ARTICLE 3      DEFINITION OF EMPLOYEES**

### **3.01            "Employee"**

"Employee" shall mean a person who is an employee as defined in the *Labour Relations Code S.B.C. 1992, Chap. 82*, and Amendments thereto and who is covered by this Agreement.

### **3.02            "Probationary Employee"**

- 1) "Probationary Employee" shall mean a new employee who has been hired for a regular full-time or a regular part-time position. A new employee shall be considered a probationary employee for the period of time hereinafter defined under this section. The probationary period may be extended by mutual consent of the Parties in writing. During the probationary period, competence and suitability of the employee for the regular position shall be determined at the sole discretion of the Employer. If the Employer does not find the employee competent and suitable for regular employment, a probationary employee may be terminated at any time during the probationary period.
- 2) The probationary period for probationary employees is three (3) months from date of hire.
- 3) Part-time employees are required to work the equivalent in hours of a probationary full-time employee.
- 4) During the probationary period, regular employees shall not be entitled to full benefit participation in accordance with Article 17 of this Agreement, or to a percentage in lieu of benefits as applicable to part-time employees in accordance with Article 17.05(a) of this Agreement. Commencement of benefit participation shall be in accordance with individual plan requirements or from date of hire as applicable.

### **3.03 Regular Employee**

"Regular Employee" shall mean an employee who has successfully completed the probationary period as per Article 3.02 (2) and who is employed on a regular or continuous basis in accordance with Article 13.01 of this Agreement. Regular employees shall be entitled to all benefits provided under Article 17 of this Agreement. Commencement of benefit participation shall be in accordance with individual plan requirements or from date of hire, as applicable.

Notwithstanding, employees who are employed on a regular or continuous basis and work at least thirty-seven and a half (37.5) hours per week or a minimum of six (6) months per year, will be considered regular employees, and such shall be entitled to enrol in all benefits as provided under Article 17. This Article takes effect for employees employed after date of ratification (February 19<sup>th</sup>, 2014).

### **3.04 Percentage in Lieu of Benefits**

The percentage in lieu of benefits shall be inclusive of all benefits as per Article 17.01, 17.02, 17.03, 17.04, Article 16 and Article 19.01 1) and 2). The payment in lieu of benefits will be twelve percent (12%) of the employee's base rate of pay.

### **3.05 Temporary Employees**

A person who is employed for a specified period of time, to fill a specific position which is available due to the absence of an employee through illness, accident, vacation, approved leave of absence, or other work required by the Employer. Such positions shall be posted in accordance with Article 10.01 and will not exceed one (1) year in length. In circumstances where the Employer believes that a project could exceed one (1) year in length it will hire a regular employee to complete the work. In circumstances where a project unexpectedly exceeds one (1) year all articles of the Collective Agreement will be deemed to apply to the Temporary Employee who has been doing that project's work. All aspects of the Collective Agreement that can be retroactively afforded to that Temporary Employee will be retroactively afforded to them for the portion of their temporary assignment exceeding six (6) months.

Any position occupied by a temporary employee shall be assumed by the person, normally holding the position, upon their return from leave.

Employees holding a temporary assignment may not bid on another one, until the current assignment has ceased, or by mutual agreement between management and employee.

### **3.06 Part-time Employees**

An employee who works less than the fully prescribed hours of work on a recurring and scheduled basis.



**ARTICLE 4 UNION SECURITY**

**4.01 All Employees to be Members**

All employees shall upon the commencement of their employment, pay dues to the Union as a condition of their employment.

**4.02 Check-off of Union Dues**

All employees covered by this Agreement shall pay Union dues and assessments as authorized by the Union. Such payments shall be made by payroll deduction.

**ARTICLE 5 THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES**

**5.01 New Employees**

It is understood that the Unit representative, or their designate, will be permitted during working hours to inform newly hired employees of the Union's role within the bargaining unit.

Except as provided in accordance with Articles 5, 11, 12, 18 and 21 of this Agreement, no Union business shall be transacted during regular working hours.

**5.02 Union Representative(s)**

The Employer acknowledges the right of the Union to appoint a Union Representative who shall be an employee of the Employer. The Union shall inform the Employer of the name(s) of the Union Representative(s).

**ARTICLE 6 NO DISCRIMINATION OR VIOLENCE IN THE WORKPLACE**

**6.01 No Discrimination**

The Employer and its agents agree that there should be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, termination, discipline, dismissal, or otherwise by reason of the race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person.

The foregoing does not apply:

- a) as it relates to age, to a bona fide scheme based on seniority, or
- b) as it relates to marital status, physical or mental disability, sex or age, to the operation of a bona fide retirement, superannuation or pension plan or to a bona fide group or employee insurance plan, or
- c) with respect to a refusal, limitation specification or preference based on a bona fide occupational requirement.



## **6.02 Sexual Harassment**

The Employer and the Union agree that all employees have the right to work without sexual harassment. Any complaint by any employee alleging sexual harassment will be dealt with under the Grievance Procedure.

## **6.03 Harassment**

For the purpose of this contract, harassment shall be defined as per the BC Human Rights Code.

## **6.04 Violence in the Workplace**

The Employer and the Union recognize the right of employees to work in an environment free of violence. The Employer is responsible for conducting risk assessment and, in consultation with the Health and Safety Committee, shall develop policies, procedures and arrangements to minimize and/or eliminate risks, including communicating to employees the methods to report, investigate and document incidents or violence.

### **Definitions**

Violence is defined as:

The attempted or actual exercise of any physical force so as to cause injury to any employee, any threatening statement or behaviour which gives an employee reasonable cause to believe that the employee is at risk or injury. A threat directed against a worker's family may also be considered a threat against a worker for the purpose of this provision.

Injury is defined as:

Any harm or hurt to an employee. An incident may be considered 'violent' even if the injury suffered is slight or does not require medical attention. Any action or behaviour which gives an employee reasonable cause to believe that they are at risk of injury is covered by this provision.

### **Reporting Violent Incidents:**

An employee who encounters, or who is involved in a violent situation, must promptly report the incident to the employer. The Employer shall immediately forward the report to the District Health and Safety Committee, the Union Secretary and the applicable Shop Steward.

### **Notification of Physical Risk:**

The Employer shall notify staff who may be at risk of violence and will reduce the risk through the provision or training, alteration or working arrangements and other appropriate methods as may be required through the circumstances of each case.

Appropriate debriefing and post-traumatic counselling will be made available for employees who have been victims of violence, or who have witnessed a violent act. Where an employee requires time off to attend debriefing or post-traumatic counselling, it shall be without loss of pay.

## **ARTICLE 7      LABOUR MANAGEMENT RELATIONS**

### **7.01              Labour Management Negotiating Committee**

A Labour Management Negotiating 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.

### **7.02              Function of Labour Management Negotiating Committee**

All matters of mutual concern including but not limited to rates of pay, hours of work, collective bargaining, and other working conditions, shall be referred to the Labour Management Negotiating Committee for discussion and settlement.

### **7.03              Representation**

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

The Employer shall have the right at any time to have assistance or representatives when dealing or negotiating with the Union.

### **7.04              Meeting of Committee**

In the event either party wishes to call a meeting of the Labour Management Negotiating Committee, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than six (6) calendar days after the request has been made, unless otherwise mutually agreed. Committee members will not lose any pay while in attendance at meetings held during working hours. Employer and Union to produce minutes, on a rotational basis, of meetings and post at worksites after minutes have been mutually agreed upon.

## **ARTICLE 8      SENIORITY**

### **8.01              Seniority Defined**

- 1) Seniority is defined as the length of service of an employee in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall operate on the basis of Inside and Outside Staff division.
- 2) For regular employees, seniority is defined as being the length of service in the bargaining unit as calculated from the date of hire.
- 3) For temporary, part-time or seasonal employees, seniority is defined as being the length of service in the bargaining unit as calculated by the number of days worked.



## **8.02 Seniority List**

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. Where two (2) or more employees commenced work on the same day, preference shall be in accordance with the hour work commenced or the date of application for the specific position to which the employee was hired. An up-to-date seniority list shall be sent to the Union Representative upon request, or when there is a change in staffing.

## **8.03 Probation for Newly Hired Employees**

After the completion of the probationary period, seniority shall be effective from the original date of employment.

## **8.04 Seniority During Absence**

If an employee is absent from work because of sickness, accident, layoffs, or leave of absence approved by the Employer, he shall not lose seniority rights.

An employee shall only lose seniority in the event they:

- 1) is discharged for just cause and is not reinstated.
- 2) resigns.
- 3) An employee who absents himself/herself from their employment without prior authorization shall after five (5) consecutive days be considered to have abandoned their position and will be deemed to have resigned, except where physical limitations or circumstances beyond their control, prevent the employee from notifying the Employer.
- 4) After a layoff, an employee who fails to return to work within fourteen (14) calendar days, following the initial attempt at notification by the Employer, will be deemed to have resigned. The Employer will make three (3) attempts to notify the employee via email or telephone and will notify the Union of each attempt. Employees will provide, in writing to the Employer, current email address, telephone number and preferred method of contact.
- 5) after a layoff of twelve (12) consecutive months, an employee shall be struck from the seniority list.
- 6) If an employee is absent from work because of sickness, accident or leave of absence approved by the Employer, they shall not lose seniority rights until a period of twelve (12) months has elapsed. Thereafter any extension may only be granted with consent and agreement of the parties hereto.

## **8.05 Seniority During Transfer to Supervisory Positions**

If an employee is transferred to an excluded position, the employee will retain their seniority until completion of probation in the excluded position, following which their seniority will be lost.



## **ARTICLE 9 LAYOFFS AND RECALLS**

### **9.01 Layoff and Rehiring Procedure**

In the event of a layoff, employees shall be laid off in the reverse order of their seniority, provided those remaining are capable of performing the available work. Employees shall be recalled in the order of their seniority, provided they are qualified to do the work.

Seniority shall apply on lay-offs, recalls and job posting within the bargaining unit subject to the conditions stated in this Article, and provided the employee has the present ability and qualifications to perform the work. Determination of knowledge, efficiency and ability to perform the work and physical capability shall be made by the Employer in a just manner.

### **9.02 Recall**

Employees shall not be hired until those laid off have been given an opportunity of recall, providing they meet the required qualifications.

### **9.03 Notice of Layoff**

Any employee who has completed their probationary period shall be given five (5) working days' notice of any layoff, or five (5) days' pay at their present rate in lieu of such notice.

## **ARTICLE 10 PROMOTIONS, STAFF CHANGES AND RETIREMENT**

### **10.01 Notification**

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

The Employer may publicly advertise the vacancy concurrently and shall advise the Union where the advertisement is being placed.

### **10.02 Filling of Vacancies on a Temporary Basis**

Notwithstanding any other provisions of this Agreement, whenever a new or vacant position(s) requires immediate filling, the Employer will select the employee(s) taking seniority, qualifications and the employee preference to such opening(s) into account. The Employer agrees such filling of position(s) shall be deemed to be pending posting and said position(s) shall be posted within thirty (30) days.

### **10.03**

#### **Method of Making Appointments**

- 1) Both parties recognize that job opportunities should increase in proportion to length of service.
- 2) In making new appointments, promotions and transfers, in considering the required knowledge, ability and skills for the position as outlined on the job description where two (2) or more employees are qualified to fulfil the duties of the position, seniority, as defined under Article 8.01 of this Agreement shall be the determining factor.
- 3) In the event an employee is promoted or transferred to another position, they shall be considered to be on trial for a period of not more than three (3) months from the date the position commences and shall be paid the job rate for that position. The trial period may be extended by agreement between the parties.
- 4) Should the employee be unable to satisfy the requirements of the position, or indicate they do not want that position, then they shall be returned to their former position at the salary they previously earned in the former position, plus any increments to which they would have otherwise been entitled had they not been promoted, transferred or selected to fill a job vacancy. In the event an employee is returned to his former position, all other employees who changed job positions shall also move back to their former job positions and salary scales which they occupied previously.
- 5) In the event that Article 10.03(4) is invoked, the position does not have to be re-posted if there are other applicants from the original posting who are qualified for the position.

## **ARTICLE 11 GRIEVANCE AND ARBITRATION PROCEDURE**

### **11.01 Defined**

A grievance shall be defined as a difference between an employee and the Employer, or between the Employer and the Union relating to the dismissal or discipline 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. There shall be no work stoppage on account of such difference, and an earnest effort shall be made to settle the difference in the manner provided in this Article.

### **11.02 Union Representative**

The Union Representative shall be permitted time off to handle grievances without loss of pay provided they have first sought and obtained permission from their immediate supervisor to absent themselves from their regular duties for that purpose, which permission shall not be unreasonably withheld.



## **11.03**

### **Steps of the Grievance Procedure**

Should a dispute arise between the Employer and any employee(s) regarding the interpretation, meaning, operation or application of this Agreement, including any question as to whether any matter is arbitrable, or when an allegation is made that this Agreement has been violated, or should any other dispute arise, an earnest effort shall be made to settle the dispute in the following manner:

#### **Step 1**

The aggrieved employee, in person, with the Union Representative in attendance if the employee so desires, shall proceed to settle the grievance verbally with the employee's immediate supervisor within ten (10) working days after the alleged grievance has become apparent to the griever and or Union.

#### **Step 2**

If the grievance is not satisfactorily settled at Step 1, it shall be submitted in writing and the employee and the Shop Steward or designated Union Representative shall submit it to the Employer no later than five (5) working days following the discussion with the supervisor in Step 1. The Employer shall reply in writing within the next five (5) working days. The Employer may initiate grievance action pursuant to this Article.

#### **Step 3**

If a satisfactory settlement is not reached at Step 2 and the Union wishes to proceed further, the grievance shall be referred to Step 3 within ten (10) working days of the Employer's reply at Step 2. The Grievance Committee (Labour Management) of both Parties will meet to discuss the grievance. If they are unable to settle the grievance within ten (10) working days of the date the grievance was referred to Step 3, then either Party may give written notice of arbitration to the other.

Where a dispute involving a question of general application or interpretation occurs, or where the Employer or Union has a grievance, Step 1 of this Article may be bypassed. Whenever a stipulated time is mentioned in this Article the said time may be extended by mutual consent of the Parties.

In the case of an Employer's grievance the provisions of Step 2 shall be changed to require a meeting between the District of Sicamous Council and the Representative of the Union with a view to seeking a settlement. If a satisfactory settlement is not reached within ten (10) working days the Employer may refer the dispute to arbitration.



**11.04 Single Arbitrator**

The Parties agree to the use of a single arbitrator who will be governed by the provisions of this Article. Failing to agree on a single arbitrator, the provisions of the three (3) person Board will apply.

**11.05 Board of Arbitration**

A Board of Arbitration shall be formed to hear the grievance. 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 (3<sup>rd</sup>) member who shall be Chairperson. Should the representatives fail to select such third (3<sup>rd</sup>) 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 representatives selected by the Parties shall be borne by the respective Parties. The expenses and compensation of the Chairperson shall be shared equally between the Parties.

The Board of Arbitration shall hear and determine the difference or allegation and shall render its decision at its earliest opportunity.

The majority decision of the Board shall be final and binding on all persons bound by this Agreement. The Board of Arbitration appointed in accordance with this Article shall be governed by the provisions of the Agreement, and shall not have the right to add to, delete from, to change, or make any decision contrary to the provisions of this Agreement.

**11.06 Facilities**

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

**11.07 Extending Time**

Wherever a stipulated time is mentioned in this Article the said time may be extended by mutual consent of the Parties.

**11.08 Witnesses**

At any stage of the grievance procedure, the Employer and the Union, or Board of Arbitration, may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit access to any part of the Employer's premises to view any working condition which may be relevant to the settlement of the grievance.

## **ARTICLE 12 DISCIPLINE, SUSPENSION AND DISMISSAL**

### **12.01 Just Cause**

An employee may be disciplined, suspended or dismissed for just cause. Such employees and the Union shall be advised within five (5) working days, in writing, by the Employer of the reason for such discipline, dismissal or suspension.

### **12.02 Crossing Picket Lines**

Just cause shall not include the refusal of an employee to cross the picket line of a legal strike maintained at the premises of the Employer or other employer to which the employee has been dispatched.

### **12.03 Grievance**

A claim by an employee that they have been suspended or dismissed for other than just and proper cause shall be treated as a special grievance and may be submitted directly to the Employer under Step 2 of Article 11.03 (2).

Any employee may, for proper cause, be dismissed without notice and, subject to statutory regulations, may be deprived of benefits that they 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.

### **12.04 Reinstatement**

In the event the Board of Arbitration finds that an employee has been suspended or dismissed 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 or her wages or salary lost by reason of such suspension or dismissal, or such 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.

### **12.05 Personnel File**

- 1) Letters of reprimand shall be removed from an employee's file after two (2) years from the date of said reprimand, provided the employee has received no further discipline during that two (2) year period and requests the removal of the documentation in writing.

Documents removed from the employee's file shall not be admissible in any future proceeding against the employee.

- 2) The Employer agrees all employees will have access to their personnel file under management supervision. Any employee may respond in writing to any report on his personnel file, and such response shall become part of the file.



**12.06 Union Representative Present**

An employee shall have the right to have their Union Representative present at any discussion with supervisory personnel related to discipline or discharge.

**12.07 The Employer Shall Acquaint New Employees**

The Employer agrees to acquaint new employees with the fact that an agreement between the parties is in effect and to introduce all new employees to a Shop Steward or a Union Representative.

**ARTICLE 13 HOURS OF WORK**

**13.01 Normal Work Day and Normal Work Week**

Subject to the provisions herein, the normal work day and the normal work week shall be:

1) **Office Employees (Schedule "A")**

The normal work day (day shift) shall consist of a scheduled period of seven and one-half (7½) hours of work between the hours of 8:00 a.m. and 4:30 p.m. The normal work week shall consist of five (5) such days, Monday to Friday inclusive.

2) **Outside Employees (Schedule "B")**

The normal work day (day shift) shall consist of a scheduled period of eight (8) hours of work between the hours of 6:00 a.m. and 4:30 p.m., with one-half (½) hour for lunch. The normal work week shall consist of five (5) such days, Monday to Friday inclusive.

3) Notwithstanding the provisions of 13.01 (1) and (2), for the purpose of ensuring appropriate staffing levels are met, the Employer and the Union may vary the start-quit times, as well as the normal work week. In cases where a worker's shift is altered the affected employee will be given at least one (1) week's notice of shift change. In the event of an emergency and by mutual agreement of the parties less than one (1) week's notice may be given.

**13.02 Rest Periods**

Employees working a full shift shall be permitted a fifteen (15) minute rest period in the first (1<sup>st</sup>) half of the work day and a second (2<sup>nd</sup>) fifteen (15) minute rest period in the second (2<sup>nd</sup>) half (½) of the work day.

**13.03 Reporting for Work**

An employee reporting for work on their regular shift shall be paid their regular rate of pay for all hours worked with a minimum of two (2) hours pay if they do not commence work and a minimum of four (4) hours pay if they do commence work.

## **ARTICLE 14 OVERTIME**

### **14.01 Rate**

All hours worked in excess of the normal hours of work per day shall be paid at the rate of time and one-half (1½x) for the first two (2) hours and double time (2x) thereafter.

### **14.02 Emergency Work**

An employee being called out on emergency work during hours other than their regular working hours, shall be entitled to a minimum of two (2) hours at double time (2x) rates.

### **14.03 On Day of Rest**

Work performed on an employee's day of rest shall be paid at double time (2x).

### **14.04 Paid Time Off In Lieu**

Subject to the Employer's operational requirements, employees may opt for paid time off in lieu of worked overtime, standby duty and call outs for emergency work. Time off will only be taken upon mutual agreement between the employee and their supervisor, provided that any unused banked time will be paid out in May and November each year. Paid time off shall be provided at the same rate as the applicable overtime rates. Upon mutual agreement following a written request an employee may opt to be paid banked time once per year.

### **14.05 Authorize Overtime**

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

### **14.06 Overtime Divided Equally**

Overtime shall be divided equally wherever possible among the employees who typically perform the tasks and are capable to perform the work that is available.

### **14.07 On Call**

An employee may be required to be on call during hours when employees are normally not on duty. On call shifts will be from 3:30 pm to 7:00 am Monday through Friday. The weekend will be considered from Friday at 3:30 pm until 7:00 am Monday.



**14.08 Standby Duty**

Employees required to do standby duty shall be paid a premium of two (2) hours pay for each week day on call shift Monday thru Friday. A three (3) hour premium will be paid for each day on-call during weekends. All Statutory Holidays will be paid at a premium of four (4) hours pay for each stat holiday.

- e.g. A normal two (2) day weekend = six (6) hours pay
- A three (3) day long weekend = ten (10) hours pay
- A four (4) day long weekend = fourteen (14) hours pay

An employee called out for emergency work while on standby shall receive not less than two (2) hours pay at double (2x) their regular rate of pay. Calls within two (2) hours of each other shall be considered as one (1) call for the purposes of computing minimum pay for an employee called out.

**14.09 Seasonal Adjustments**

Seasonal adjustments to the regular start quit times may require the on call start quit times to be adjusted.

**14.10 On Call Schedule**

The on call schedule will be crafted in a fair and equitable fashion. The Employer is responsible for the maintenance of the schedule including scheduling for holidays and short term book-off's.

**14.11 Time Off**

No employees shall be denied time off unreasonably.

**14.12 Standby Personnel**

The standby personnel are required to rectify the call-out problem where possible.

**ARTICLE 15 STATUTORY HOLIDAYS**

**15.01 Statutory Holidays Listed**

The Employer agrees that all employees shall be entitled to the following holidays with pay:

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

and any other day proclaimed or declared by the Federal or Provincial Governments.

No employee shall receive holiday pay for a statutory holiday unless they have been continuously employed for a period of thirty (30) calendar days immediately preceding the holiday. A layoff not exceeding five (5) calendar days shall not be deemed to be a break in service for purposes of this section.

**15.02 When Holiday Falls on Non-Working Day**

If a statutory holiday falls on a non-working day, the Employer shall declare that the working day immediately preceding or immediately following the holiday shall be observed in lieu of the said holiday.

**15.03 Holiday Occurring During Annual Vacation**

Should a statutory holiday or public holiday occur during an employee's annual vacation period, the employee shall be given an extra day's vacation with pay in lieu of payment of such holiday.

**15.04 Payment for Statutory Holidays**

If an employee is required to work on a Statutory Holiday, they shall, in addition to their holiday pay, be paid at double time (2x) their regular or equivalent hourly rate for all hours worked by them.

**ARTICLE 16 ANNUAL VACATIONS**

**16.01 Definition of Vacation Year**

The term "vacation year", as used in this Agreement, shall mean the twelve (12) month period running from January 1<sup>st</sup> to December 31<sup>st</sup> of the previous calendar year.

**16.02 In Cases of Termination**

In cases of termination of service for any reason other than retirement or superannuation or non attaining maximum retirement age as set out in the *Superannuation Act*, adjustment will be made for any overpayment of vacation.

**16.03 Scheduled Vacations**

Employees shall be granted their vacation dates in order of their seniority consistent with the efficient operation of the Employer. If employees have not selected their vacations prior to March 15<sup>th</sup>, the Employer will deal with requests for vacation on an individual basis. Approved vacation lists shall be posted on or before April 1<sup>st</sup> of each year. Vacation will not be withheld unreasonably.

**16.04 Annual Vacations**

a) **New Employees**

Effective the first of the calendar year, following the year an employee enters service with the Employer, they shall be entitled to annual vacations in accordance with the following schedule:

- 1) Accumulated service from date of entering service to December 31<sup>st</sup> to ten (10) complete months or more - ten (10) working days.
- 2) Accumulated service at December 31<sup>st</sup> of less than ten (10) complete months - one (1) day for each complete month of service.



b) **Permanent Part-time Employees**

Permanent Part-time employees shall be entitled to annual vacations in accordance with the schedule of full-time employees with the exception that the number of days are pro-rated based on total number of days worked during the calendar year.

**16.05 Anniversary Date**

On December 31<sup>st</sup> of each year, employees are credited with an anniversary date, regardless of when employment commenced in the previous twelve (12) months.

**16.06 Employee With One (1) Year Service**

An employee who has completed one (1) but less than two (2) years' service at the end of the vacation year shall be entitled to a paid vacation of ten (10) working days. Payment for such vacation shall be at the employee's classified rate of pay as at the time they take their vacation.

**16.07 Employee With Two (2) Years' Service**

An employee who has completed two (2) but less than seven (7) years' service at the end of the vacation year shall be entitled to a paid vacation of fifteen (15) working days. Payment for such vacation shall be at the employee's classified rate of pay as at the time they take their vacation.

**16.08 Employee With Seven (7) Years' Service**

An employee who has completed seven (7) but less than ten (10) years' service at the end of the vacation year shall be entitled to a paid vacation of twenty (20) working days. Payment for such vacation shall be at the employee's classified rate of pay as at the time they take their vacation.

**16.09 Employee With Ten (10) Years' Service**

An employee who has completed ten (10) but fewer than fifteen (15) years of service at the end of the vacation year shall be entitled to paid vacation of twenty three (23) working days. Payment for such vacation shall be at the employee's classified rate of pay as at the time they take their vacation.

**16.10 Employee With Fifteen (15) Years' Service**

An employee who has completed fifteen (15) but fewer than twenty (20) years of service at the end of the vacation year shall be entitled to paid vacation of twenty-five (25) working days. Payment for such vacation shall be at the employee's classified rate of pay as at the time they take their vacation.

**16.11 Employee With Twenty (20) Years Service**

An employee who has completed twenty (20) years of service at the end of the vacation year shall be entitled to a paid vacation of thirty (30) working days. Payment for such vacation shall be at the employee's classified rate of pay as at the time they take their vacation.

**16.12 Employees on Long Term Disability/WCB**

Employees will not accrue vacation entitlement while on Long Term Disability or while on Workers' Compensation exceeding twenty-six (26) weeks.

**16.13 Early Retirement**

An employee entitled to twenty-five (25) or more days of annual vacation shall be entitled to defer up to five (5) days per year of such vacation into an early Retirement Bank. An employee entitled to thirty (30) or more days of annual vacation shall be entitled to defer up to ten (10) days per year of such vacation into an early Retirement Bank. Such deferred vacation may only be taken immediately prior to retirement. The District may, at its sole discretion, permit an employee to use such banked vacation under other circumstances; or an employee may choose to bank their bank time for the last two (2) years prior to retirement up to a maximum of two hundred (200) hours.

**ARTICLE 17 HEALTH and PENSION BENEFITS**

The following is a description of the benefits. In addition only Regular employees are entitled to Health and Pension benefits.

**17.01 Group Life Insurance & Accidental Death & Dismemberment**

The Employer shall pay the premiums of a group life insurance plan and Accidental Death & Dismemberment plan. The group life insurance plan shall provide coverage equal to two times (2x) the employee's annual salary to a maximum of one hundred and fifty thousand (\$150,000.00).

**17.02 Dental Plan**

A Dental Plan will be provided, based on the following general principles:

- a) Basic Dental Services (Plan "A") - Plan pays one hundred percent (100%) of approved schedule of fees.
- b) Prosthetics, Crowns and Bridges (Plan "B") - Plan pays fifty percent (50%) of approved schedule of fees.
- c) Orthodontics (Plan "C") - Plan pays fifty percent (50%) of approved schedule of fees to a maximum lifetime limit of three thousand (\$3,000.00) dollars.

Premium cost for the Dental Plan shall be paid by the Employer.

**17.03 BC Medical Plan**

The Employer shall pay the premium for the BC Medical Services Plan on behalf of the employees.



## 17.04

### Extended Health Benefits Plan

- 1) All eligible employees as defined under Article 3 will be enrolled in an Extended Health Care Benefits Plan which will be paid by the Employer.
- 2) The Employer will provide each employee with a direct-pay drug card.
- 3) The Employer will provide Vision Care coverage, which shall provide for eighty percent (80%) reimbursement of the cost of the purchase of one (1) pair of eye glasses or contact lenses every two (2) years for employees and their spouse to a maximum of five hundred (\$500.00) dollars. For employees and dependents, coverage shall provide eighty percent (80%) reimbursement of the cost of purchase of one (1) pair of eye glasses every year, to a maximum of five hundred (\$500.00) dollars, provided, however, that this coverage shall only apply in the event of a change in the prescription.
- 4) Premiums for both Extended Health Care Benefits Plan and the Vision Care Plan shall be paid one-hundred percent (100%) by the Employer. In addition, the vision care coverage shall provide eighty percent (80%) reimbursement of a maximum one hundred dollars (\$100.00) every two (2) years for routine eye examinations for employees, spouse, and dependents.

## 17.05

### General Principles

- a) Participation in the aforementioned Plans shall be mandatory. Regular employees working a minimum of thirty-seven and a half (37.5) hours per week per year shall be entitled to all benefits; except that employees may opt out of the BC Medical Plan, Extended Health Care, Dental and Vision Plans, provided they show proof of coverage by their spouse.
- b) Life, Accidental Death and Dismemberment, Weekly Indemnity, Long Term Disability, Extended Health, Dental and Vision Care and BC Medical Plan coverage commences on the date of completion of three (3) months continuous service, and in accordance with individual plan policies.
- c) Dental coverage commences on the date of completion of three (3) months' continuous service.
- d) Coverage during layoff will be provided as follows:

In the event of layoff, full coverage including Weekly Indemnity will be continued for a period of two (2) months from date of layoff. An employee may also have the option of continuing Life, Accidental Death and Dismemberment, Extended Health and BC Medical Plan coverage for an additional four (4) months by paying the full cost of these specific benefits, and making the necessary arrangements with the Payroll Department.

Subject to the terms aforesaid, in the event of recall, any regular employee having worked a minimum of two (2) weeks from date of recall, shall be entitled to resume benefit participation or in lieu payments as covered in Article 3.04. During the two (2) week waiting period the employee(s) will be entitled to in lieu payments.

- e) Coverage during leave of absence shall be provided as follows: An employee on an approved leave of absence may continue with health and welfare benefits as provided under articles 17.01, 17.02, 17.03, 17.04, 17.05 for up to one (1) year provided the full cost of the premiums are paid to the Employer.
- f) While an employee is receiving Long Term Disability benefits, the employee may maintain coverage for Medical, Dental, Extended Health Care, Life Insurance, and Accidental Death & Dismemberment for twelve (12) months by paying the full cost of premiums.

**17.06 Pension**

The *Pension (Municipal) Act* applies to the Employer and its employees. The Employer, in addition to its own contributions on their behalf, shall deduct from the wages or salary of each employee, as a condition of continued employment, the contributions required of them under the provisions of the *Pension (Municipal) Act*.

**ARTICLE 18 LEAVE OF ABSENCE**

**18.01 For Union Business**

The Employer agrees that where permission has been granted by the Employer to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance, they shall suffer no loss of pay for time so spent; provided, however, the employee shall be responsible for notifying the Department Head concerned. Permission shall not be unreasonably withheld and the time so taken shall not be unreasonable.

**18.02 Union Conventions**

At the request of the Union, and by mutual agreement between the Parties, leave of absence with pay will be granted to employees to attend conventions or other bona fide meetings of the Canadian Union of Public Employees or other trade union bodies with which the Union is affiliated. The Parties agree that the employee will be paid by the Employer and the Union will, in turn, reimburse the Employer.



**18.03 Bereavement Leave**

In the event of a death in the immediate family of an employee, the Employer shall grant them three (3) days of absence with pay. Additional leave of absence with or without pay for travel may be granted by the Employer. "Immediate family" shall mean: spouse, common-law spouse, son, daughter, ward, mother, father, step siblings/parents/children, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, and grandchildren.

A maximum of two (2) additional days without loss of pay or benefits will be granted in the event of the death of an employee's spouse, son or daughter.

One-half (1/2) day shall be granted without loss of salary or wages to attend a funeral provided such employee has the approval of his Supervisor.

The Employer agrees to consider requests for leave without pay for travelling time to distant or remote service sites.

**18.04 Compassionate Leave**

Compassionate leave with pay, including leave in the event of the illness of an employee's child, ward, parents, parents-in-law or spouse, where no one other than the employee can provide for the needs of the family member during illness, may be taken up to a maximum of five (5) days per year.

Compassionate leave may be used as leave with pay in other emergent situations at the Employer's discretion.

An employee requiring compassionate leave, is responsible to make phone contact with their supervisor before the start of their scheduled shift.

**18.05 Leave of Union Officers**

Any employee who is elected or selected for a full or part-time position with the Union, or any body with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without pay but without loss of seniority by the Employer for a period of one (1) year. Such leave shall be reviewed each year on the request of the employee during his term of office. Such leave of absence shall not be withheld unreasonably.

**18.06 General Leave**

The Employer may grant leave of absence with or without pay and without loss of seniority up to a maximum of six (6) months to any employee requesting such leave for good and sufficient cause, such request to be in writing and submitted to the Employer.

**18.07 Jury Duty or Court Witness**

A regular full time or regular part time employee required to serve as a juror or obey a subpoena as a court witness shall be granted leave with pay to fulfil such obligation. The employee shall provide proof of such required service and shall pay to the Employer any fees received for such service.

## **18.08 Maternity and Paternal Leave**

Subject to the terms and conditions of the *Employment Standards Act of British Columbia*, SBC 1980, and amendments thereto.

## **ARTICLE 19 ILLNESS AND INJURY**

### **19.01 Illness and Injury**

The Employer agrees that where legitimate illness or injury prevents attendance at work an employee will have his basic pay maintained until to a maximum of six (6) days per year.

An employee requiring Illness and Injury leave, is responsible to make or attempt to make phone contact with their supervisor or designate before the start of their scheduled shift.

Employees will be permitted to carry forward three (3) unused sick days to accrue a maximum of nine (9) paid illness and injury days at any one time.

Should the employee not use any of the six (6) days or compassionate leave, he will be entitled to one (1) vacation day the following year, not to be accrued. Upon mutual agreement between Employer and employee up to five (5) compassionate days may be used for illness, provided they were not used for compassionate leave.

#### **1) Weekly Indemnity Benefits**

Weekly Indemnity Benefits will be payable in accordance with the current insurance policy. Premium cost for Weekly Indemnity Benefits shall be paid by the Employer.

#### **2) Long Term Disability Benefits**

Long Term Disability Benefits will be payable in accordance with the current insurance policy. Premium cost for Long Term Disability Benefits shall be paid for by the Employer. The Employer will ensure that the Long Term Disability monthly benefit maximum meets the amount required to qualify for pensionable service by the Municipal Pension Plan.

### **19.02 Cooperation**

The Union agrees to cooperate in ensuring that there is no abuse of this privilege. Should there be an abuse, the Parties shall meet to discuss solutions.

### **19.03 Medical Certification**

Medical certification may be required by the Employer as proof of illness.

If the Employer requires a return to work document from a Doctor the cost for such documentation will be the sole responsibility of the Employer.

### **19.04 Health Appointments**

Employees may choose to use Illness and Injury time to attend health related appointments with pay.



## **ARTICLE 20 PRESENT CONDITIONS AND BENEFITS**

### **20.01 Present Conditions and Benefits**

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

## **ARTICLE 21 TECHNOLOGICAL CHANGE**

### **21.01 Purpose of the Following Provisions**

The purpose of the following provisions is to preserve job security and stabilize employment and to protect as many permanent employees as possible from loss of employment due to technological change automation.

### **21.02 Notification of Change**

In accordance with the Labour Relations Code, sixty (60) days before the Employer introduces or intends to introduce a measure, policy, practice or change the terms, conditions or security of employment affecting two (2) or more permanent employees, the Employer shall notify the Union of the proposed change.

### **21.03 Adjustment Plan**

In accordance with Section 54 of the Labour Relations Code, after notice has been given under Section 21.02, the Employer and the Union shall meet in good faith and endeavour to develop an adjustment plan.

### **21.04 Training Process**

- 1) The Employer after consultation with the Union, may, instead of releasing a permanent employee to technological change, retrain the employee for another position for such period of time as the Employer thinks fit. The Employer will assume the cost of such retraining. After the period of training, the employee shall have three (3) months to adapt to the new position. Should the employee not adapt to the new position, they may then be released by the Employer. The Employer will determine if the employee has met the required standards of the new position.
- 2) A permanent employee displaced by technological change will not have their rate of pay reduced as a result of being retrained for or accepting a position with a lower rate of pay. However, the employee in the new position will only receive one half (1/2) of any pay increases given the new position until such time as their rate of pay becomes the same as that provided for the new position.

**21.05 Severance Pay**

No permanent employee shall be released because of technological change except upon (1) week`s notice, pay included, for each year of service, with a maximum of four (4) weeks, during which time they will be allowed up to five (5) hours per week with pay, for the purpose of job interviews. Not less than two (2) days prior to the expiration of the aforesaid period of notice, the employee shall inform the Employer if they elect to receive a severance pay as herein provided or whether the permanent employee wishes to have recall rights.

**21.06 Election of Severance Pay**

- 1) If the employee elects to receive severance pay, they shall lose seniority and recall rights in accordance with this Agreement and in the event they are rehired by the Employer at a later date, shall not again be entitled to severance pay as provided for in this Article.
- 2) The severance payable (in addition the Agreement provisions) to the employee, pursuant to this Article, shall be one (1) month`s pay at regular rates for each three (3) full years of service completed by the employee. Provided however, that the severance pay shall not be less than one (1) month`s pay or more than three (3) month`s pay.

**21.07 Laid Off Prior to Introduction of Technological Change**

Notwithstanding anything contained elsewhere in this Agreement, any employee laid off two (2) months or more, prior to the proposed introduction of a technological change, shall be deemed not to be affected by the technological change and therefore will not be eligible to any entitlements as described in this Article.

**ARTICLE 22 PAYMENT OF WAGES AND ALLOWANCES**

**22.01 Pay Days**

Employees shall be paid every second Friday in accordance with Schedule "A" and "B" attached hereto. If the regular pay day falls on a holiday, employees will be paid on the preceding work day.

**22.02 Higher-Paid Classification**

In the event of an employee being temporarily moved to a higher-paid classification for a full shift, the employee shall receive the higher rate provided for in such classification; such higher rate to be paid for the duration of such temporary transfer.

Where a higher-paid classification opportunity becomes available the Employer will assess qualifications, skills, ability, and knowledge and, where all else is equal, seniority will prevail.



### **22.03 Expenses**

Employees required to travel on the Employer's business shall be reimbursed for reasonable, actual expenses as per District Expense Policy.

### **22.04 Mileage Allowance**

Employees required to use their vehicles on the Employer's business shall be paid the mileage rate per District of Sicamous policy.

### **22.05 Educational Allowances**

- a) The Employer, may at its discretion, 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 which require new training, the Employer shall pay the cost of retraining any employee whose work will include the said new duties or processes. Travel expenses will be in accordance with Article 22.03.
- b) The Employer shall pay the cost of an academic or technical course, approved by the Employer, with the said cost to include tuition, books and provision for equipment to complete the course. Denial of an employee's application shall be given in writing by the Employer, indicating the reason for denial. Payment for courses taken by employees, which are a prerequisite in the job description for their positions, will be paid up front by the Employer. However, subject to the unsuccessful passing of the prescribed qualifying course the employee may have to repay the tuition of the course or retest/repeat the course at their own cost.
- c) Where a training opportunity becomes available and more than one (1) employee indicates an interest in acquiring that training the Employer will assess qualifications, skills, ability, knowledge and previously demonstrated initiative to acquire training, relative to the classification being trained for; and where all else is equal, seniority would prevail.

### **22.06 Professional Fees and License**

Where the employee is required to maintain membership in a professional organization or receive certification or a license the Employer shall pay the cost of any associated annual fees.

## **ARTICLE 23    TRANSFER AND NEW CLASSIFICATION RATES**

### **23.01            New Classifications**

The Employer may institute new classifications in addition to those listed in Schedule "A" and "B". Should any new classification be instituted, the Employer shall establish the rate for same and shall submit the classification and rate to the Union in writing and, in addition, shall post the classification and rate in the manner required by Section 10.01. Within thirty (30) calendar days of such submission and posting, the Union may, if it deems necessary, request to meet with the Employer to review the classification and rate and, if mutual agreement cannot be reached, the difference may be referred to arbitration under the provisions of Article 11. Any change in rate resulting from discussion between the Employer and the Union, or following a reference to arbitration, shall be retroactive to the date the new classification was instituted by the Employer.

### **23.02            Changed Classification**

If the Union claims that the duties of an existing classification have been changed to an extent sufficient to alter the classification and/or rate, the Union may request to meet with the Employer to review the classification and/or rate. If, within thirty (30) calendar days of the submission of such request, which shall be in writing, mutual agreement cannot be reached, the difference may be referred to arbitration under the provision of Article 11. Any change in rate resulting from discussion between the Employer and the Union, or following a reference to arbitration, shall be retroactive to the date the Union submitted its request to the Employer.

Additional certification and training will not promote an employee to a change in classification, if that position is not required by management.

### **23.03            Abandonment**

If the Union does not request to meet with the Employer to review the classification and rate within thirty (30) calendar days, as provided for in Section 23.02, or if the Union does not refer the difference, if any, to arbitration within thirty (30) calendar days, as provided for in Section 23.02, then the difference, if any, shall be deemed to be abandoned and all rights of recourse to arbitration shall be at an end.

### **23.04            Extension of Time Limits**

Wherever a stipulated time is mentioned in this Article the said time may be extended by mutual consent of the Parties.



### **23.05 Job Descriptions**

The Employer shall produce and maintain current job descriptions for all positions within the bargaining unit. Job descriptions shall be prepared in consultation with the employees affected and shall be available to the Union for review. The Union will have thirty (30) days to present a written objection to any job description. The Employer shall provide such descriptions within six (6) months of the signing of this Agreement.

The Employer will, on an annual basis, conduct personnel evaluations, per District policy.

## **ARTICLE 24 GENERAL CLAUSES**

### **24.01 Bulletin Boards**

The Employer shall provide a bulletin board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

### **24.02 Dress Code**

Employees will maintain an appropriate dress code suited to their respective positions.

### **24.03 Attachments to Agreements**

All addenda, appendices, schedules or other attachments to this Agreement, which have been signed and dated by the authorized representatives of the Employer and of the Union shall form part of this Agreement.

### **24.04 Flex Time**

Employees unable to work due to a Christmas closure of the office will be allowed to shorten their lunch hour by one half (1/2) hour to accrue hours to cover the lost hours. Flex time will not be accrued during increased workload seasons and will not be used to circumvent overtime.

## **ARTICLE 25 GENERAL**

### **25.01 Job Related Liability Protection**

Any regular employee, coming within the scope of the Canadian Union of Public Employees, Local No. 1908, will be granted the services of a District solicitor without charge for the purpose of representing them, when they are personally involved in a legal or court action while acting within the reasonable execution of their duties as an employee.

**ARTICLE 26 TERM OF AGREEMENT**

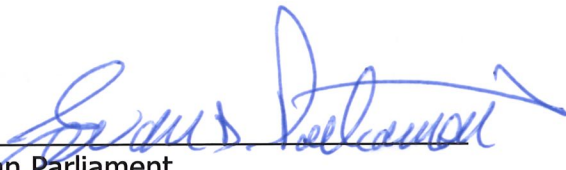
**26.01 Term of Agreement**

This Agreement, unless changed by mutual consent of both Parties hereto, shall be in force and effect from April 1, 2022 up to and including December 31, 2024, and thereafter from year to year unless either Party to this Agreement gives notice to commence collective bargaining in accordance with the *BC Labour Code*.

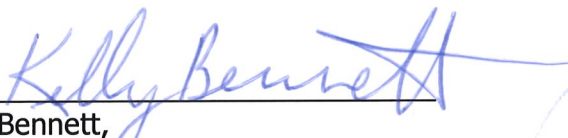
**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this            day of **June**, 2022.

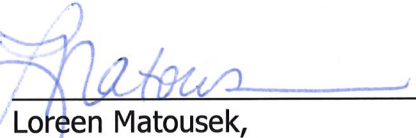
**ON BEHALF OF:**  
THE DISTRICT OF SICAMOUS


**ON BEHALF OF:**  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1908


  
\_\_\_\_\_  
Evan Parliament,  
District of Sicamous, Town Manager


  
\_\_\_\_\_  
Rachel Champagne,  
CUPE National Representative

  
\_\_\_\_\_  
Kelly Bennett,  
District of Sicamous, Chief Financial Officer/Deputy CAO

  
\_\_\_\_\_  
Loreen Matousek,  
CUPE 1908, President

  
\_\_\_\_\_  
Shawna Koll,  
District of Sicamous, Manager of Human Resources

  
\_\_\_\_\_  
John Moore,  
CUPE 1908, Bargaining Committee

  
\_\_\_\_\_  
William Phillips,  
CUPE 1908, Bargaining Committee



## District of Sicamous - Hourly Rates - CUPE 1908

<b>Schedule A - Inside Staff (37.5 Hours)</b>				
	<b>Apr 1/21</b>	<b>Apr 1/22</b>	<b>Jan 1/23</b>	<b>Jan 1/24</b>
<b><u>Inside Staff</u></b>				
Chief Building Inspector	\$ 42.35	\$ 43.41	\$ 44.39	\$ 45.39
Planner	\$ 42.35	\$ 43.41	\$ 44.39	\$ 45.39
Engineering Technician	\$ 42.35	\$ 43.41	\$ 44.39	\$ 45.39
Planning Assistant	\$ 36.32	\$ 37.23	\$ 38.07	\$ 38.93
Accountant	\$ 36.07	\$ 36.97	\$ 37.80	\$ 38.65
Building Inspector I	\$ 35.09	\$ 35.97	\$ 36.78	\$ 37.61
Building Official In Training	\$ 31.58	\$ 32.37	\$ 33.10	\$ 33.85
Accounting Clerk II	\$ 31.49	\$ 32.28	\$ 33.01	\$ 33.75
Development Services Clerk	\$ 30.60	\$ 31.37	\$ 32.08	\$ 32.80
Accounting Clerk	\$ 29.02	\$ 29.75	\$ 30.42	\$ 31.10
Bylaw Officer I	\$ 28.04	\$ 28.74	\$ 29.39	\$ 30.05
Accounts Payable/Receivable Clerk	\$ 26.90	\$ 27.57	\$ 28.19	\$ 28.82
Office Clerk	\$ 26.90	\$ 27.57	\$ 28.19	\$ 28.82
Recreation Programmer	\$ 26.90	\$ 27.57	\$ 28.19	\$ 28.82
Medical Office Assistant	\$ 26.90	\$ 27.57	\$ 28.19	\$ 28.82
Receptionist	\$ 26.51	\$ 27.17	\$ 27.78	\$ 28.41
Recreation Activity Leader	\$ 20.62	\$ 21.14	\$ 21.62	\$ 22.11
<b>Schedule B - Outside Staff (40 Hours)</b>				
<b><u>Outside Staff</u></b>				
Team Lead - Operations	\$ 37.85	\$ 38.80	\$ 39.67	\$ 40.56
Team Lead - Utilities	\$ 37.85	\$ 38.80	\$ 39.67	\$ 40.56
Chief Operator - WWTP	\$ 36.07	\$ 36.97	\$ 37.80	\$ 38.65
Chief Operator - Water Treatment Plant	\$ 36.07	\$ 36.97	\$ 37.80	\$ 38.65
Chief Operator - Water Distribution	\$ 36.07	\$ 36.97	\$ 37.80	\$ 38.65
Utility III (Certified)	\$ 35.35	\$ 36.23	\$ 37.05	\$ 37.88
Utility II (Certified)	\$ 33.24	\$ 34.07	\$ 34.84	\$ 35.62
Head Gardener	\$ 29.77	\$ 30.51	\$ 31.20	\$ 31.90
Utility I (Certified)	\$ 29.25	\$ 29.98	\$ 30.66	\$ 31.35
Operations Operator	\$ 29.25	\$ 29.98	\$ 30.66	\$ 31.35
Gardener I (Certified)	\$ 29.25	\$ 29.98	\$ 30.66	\$ 31.38
Utility Operator in Training	\$ 26.93	\$ 27.60	\$ 28.22	\$ 28.86
Maintenance	\$ 23.62	\$ 24.21	\$ 24.76	\$ 25.32
Labourer III (2400 + hours)	\$ 22.04	\$ 22.59	\$ 23.10	\$ 23.62
Labourer II (1200 + hours)	\$ 21.32	\$ 21.85	\$ 22.34	\$ 22.84
Labourer I	\$ 20.62	\$ 21.14	\$ 21.62	\$ 22.11