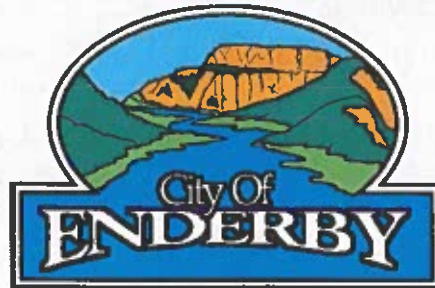


**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE CITY OF ENDERBY**



**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 1908**

***CUPE***

**January 1, 2024 – December 31, 2026**

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**AGREEMENT BETWEEN:**

**THE CITY OF ENDERBY,**  
(hereinafter called the "Employer")

AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1908,**  
Chartered by the Canadian Union of Public Employees and affiliated with the Canadian Labour  
Congress  
(hereinafter called the "Union")

**PREAMBLE**

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

- 1) To maintain the existing harmonious relations and settled conditions of employment between the City of Enderby and the Union;
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, including but not limited to, hours of work and scale of wages.
- 3) To encourage efficiency of operation;
- 4) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union;

**ARTICLE 1 BARGAINING AGENCY**

**1.01 Recognition**

The Employer or anyone authorized to act on its behalf recognizes the Canadian Union of Public Employees, Local No. 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 differences that may arise between them.

**1.02 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. It is agreed that this Article is not an impediment to the manner in which the Employer currently operates.

### **1.03 Application**

- 1) Employees whose jobs are not covered by Schedule "A" 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", is an employee within the meaning of the Labour Relations 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.

## **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 force 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 UNION SECURITY**

### **3.01 All Employees to be Members**

All employees covered by this Agreement, as a condition of continuing employment, shall become and remain members in good standing of the Union. All future employees shall, as a condition of continual employment, become and remain members in good standing of the Union.

### **3.02 Checkoff of Union Dues**

All employees shall as a condition of employment, become and remain members in good standing of the Union in accordance with its constitution and bylaws.

### **3.03 Deductions**

Dues deductions shall be made from the payroll on a bi-weekly basis for all employees, and shall be forwarded to the Secretary-Treasurer of the Union not later than the 10<sup>th</sup> day of the month following, accompanied by a list of the names of all employees from whose wages the deductions have been made.

### **3.04 Union Dues on T4**

At the same time that Income Tax (T4) slips are made available, the Employer shall include the amount of Union dues paid by the Union member.

**ARTICLE 4 THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES**

**4.01 New Employees**

The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect and with the conditions of employment set out in the article dealing with Union Security and Dues Checkoff.

The Employer will include the Unit Chair during the orientation and allow for a brief presentation.

**4.02 Copies of Agreement**

On commencing employment a new employee shall be provided with a copy of the Collective Agreement and shall be introduced to their Union Steward.

**4.03 Revised Copies of the Collective Agreement**

The Employer shall supply the Union with sufficient revised copies of the Collective Agreement.

**ARTICLE 5 NO DISCRIMINATION/HARASSMENT**

**5.01 Agreement to Zero Discrimination and Harassment**

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge, or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, physical or mental disability, nor by reason of their membership or activity in the Union.

**5.02 Grievance Procedure**

The Employer and the Union recognize the right of employees to work in an environment free from all harassment and agree to co-operate in attempting to resolve in a confidential manner any complaints of harassment which may arise in the workplace. Any grievance alleging harassment or discrimination will commence at Step 2 as outlined in Article 10.03. The parties further agree that reasonable supervision and direction of employees is not considered harassment.



## **ARTICLE 6      LABOUR MANAGEMENT RELATIONS**

### **6.01            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.

### **6.02            Labour Management/Negotiating Committee**

A Labour Management/Negotiating Committee shall be appointed and consist of not more than two (2) members of the Employer, as appointees of the Employer, and not more than two (2) members of the Union, as appointees of the Union. The Union will advise the Employer of the Union nominees to the Committee.

### **6.03            Function of Labour Management/Negotiating Committee**

All matters of mutual concern pertaining 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.

### **6.04            Representation**

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees and/or Local 1908 when dealing or negotiating with the Employer.

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

### **6.05            Meeting of Committee**

In the event either party wishes to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than six (6) calendar days after the request has been given. Committee members will not lose any pay while in attendance at meetings held during working hours.

## **ARTICLE 7      SENIORITY**

### **7.01            Seniority Defined**

Seniority is defined as the length of service in the bargaining unit. Seniority shall operate on the basis of Inside and Outside Staff division. Seniority for part-time employees who work less than twenty (20) hours per week will be accumulated on a pro rata basis. The parties agree that students and grant workers do not accrue seniority.

## **7.02 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 failing that, the date of application for employment. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

## **7.03 Probation for Newly Hired Employees**

New employees shall be considered probationary employees until they have been continuously employed for three (3) months, and during such probationary period they shall not be entitled to seniority and may be released from continued employment for unsuitability. At the end of such probationary period, an employee shall be entered on the seniority list as of their original date of employment. The Employer may extend the probationary period by an additional three (3) months, for a total of up to six (6) months, provided it notifies the Union in advance and gives reasons for the extension of the probationary period.

Should an employee, during their probationary period, be absent for longer than ten (10) working days, which may be non-consecutive, the probationary period shall be extended by the length of the absence.

Casual employees who are appointed, temporarily or permanently, to a term or permanent position shall be required to serve a new period of probation in accordance with Article 7.03 and their seniority date shall be the date of their appointment to the non-casual position. In the event that the successful applicant does not meet the test of suitability or otherwise proves unsatisfactory in the position during the probationary period, they shall be returned to their former position without loss of seniority or salary.

## **7.04 Seniority During Absence**

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

An employee shall only lose their seniority in the event that one of the following occur:

- 1) They are discharged for just cause and not reinstated;
- 2) They resign;
- 3) They are absent from work in excess of five (5) working days without notifying the Employer unless such notice was not reasonably possible;
- 4) They fail to return to work following recall 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 and Union informed of current contact information;
- 5) After a layoff of twelve (12) consecutive months;

6) After a six (6) month transfer under Article 7.05.

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

If an employee transfers to a supervisory position or any other position not covered by this Agreement, they shall retain seniority for a period of six (6) months. Union dues will be collected and remitted to the Union during this period at the salary earned while in the supervisory position.

## **ARTICLE 8 LAYOFFS AND RECALLS**

### **8.01 Layoff and Rehiring Procedure**

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority, provided 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.

### **8.02 Recall**

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

### **8.03 Notice of Layoff**

A permanent employee who has completed their probationary period shall be given ten (10) working days' notice of any layoff, or ten (10) days' pay at their present rate in lieu of such notice.

## **ARTICLE 9 PROMOTIONS AND STAFF CHANGES**

### **9.01 Written Notification**

Prior to making any staff change or promotion covered by the terms of this Agreement, the Employer shall notify the Union in writing and post notice 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: nature of position, required knowledge and education, ability and skills, shift, and wage and salary rate or range.

### **9.02 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 an employee(s) taking seniority, qualifications and 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.

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

- 1) Both parties recognize that job opportunity should increase in proportion to length of service. Therefore, in making staff changes, appointment shall be made of the senior applicant having the necessary requirements. The successful applicant shall be placed on trial for a period of two (2) months. Conditional on satisfactory service, such trial promotion shall become permanent after the period of two (2) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, they shall be returned to their former position without loss of seniority or salary, and any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority or salary.
- 2) Such appointments shall be made not later than five (5) days after the closing date of the posting.
- 3) The time limits indicated in 9.03 (1) and (2) can be extended by mutual agreement of the parties.

## **ARTICLE 10 GRIEVANCE AND ARBITRATION PROCEDURE**

### **10.01 Union Stewards**

The Employer acknowledges the right of the Union to appoint three (3) Union Stewards, one (1) from Inside and one (1) from Outside and one (1) from the Arena. The Union shall inform the Employer of the name of the Union Stewards.

### **10.02 Permission for Shop Stewards**

The Union Steward(s) 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.

### **10.03 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 where 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 their Union Steward in attendance if the employee so desires, shall first seek to settle the grievance with the employee's immediate supervisor within thirty (30) working days after the alleged grievance reasonably ought to have come to the attention of the Union and/or the grievor. The immediate supervisor shall respond in writing within three (3) working days of the Step 1 meeting.

#### **Step 2:**

Failing settlement reached in Step 1, application shall be made to the Administrator, stating the grievance concerned and a hearing shall be held at the request of the Union, such hearing to be held with ten (10) working days of such request. The Administrator shall respond within five (5) working days of the Step 2 meeting.

**Step 3:**

Failing settlement being reached in Step 2, the matter shall be referred to Arbitration.

**10.04 Grievances on Safety**

An employee or group of employees who believe they are being required to work under conditions which are unsafe shall have the right to refuse to work under the alleged unsafe conditions.

**10.05 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.

**10.06 Board of Arbitration**

By mutual agreement and as a substitute to the single arbitrator provisions, the Employer shall appoint one (1) member to this Board and the Union shall appoint one (1) member to this Board, and these two (2) appointees shall agree upon a Chair. In the event that these two (2) appointees cannot agree upon a Chairperson, the Minister of Labour shall appoint a Chair.

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

The parties shall jointly bear the costs of the Chairperson of the Board of Arbitration. Each of the parties shall bear the expenses of their appointee and the witnesses called by it. No costs of arbitration shall be awarded to, or against, either party. Arbitration procedures shall be expedited by the parties.

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. The decision of the Board of Arbitration shall be final and binding on both parties except as otherwise provided in this Agreement.

**10.07 Policy Grievance**

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 by-passed.

**10.08 In Writing**

All replies to grievances shall be in writing.

**10.09 Facilities for Grievance Meetings**

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

**10.10 Time Limits**

The time limits fixed in the grievance procedure may be extended by mutual consent of the Employer and the Union.

**10.11 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 conditions which may be relevant to the settlement of the grievance.

**ARTICLE 11 DISCIPLINE, AND DISMISSAL**

**11.01 Just Cause**

An employee may be disciplined or dismissed for just cause. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such discipline or dismissal.

**11.02 Picket Line**

Just cause shall not include the refusal of an employee to cross the picket line of a legal strike.

**11.03 Special Grievance**

A claim by an employee that they have been disciplined or discharged 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 10.03.

**11.04 Unjust Suspension or Discharge**

Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in their former position without loss of seniority rating and shall be compensated for all time lost or by any other arrangement as to compensation which is just and equitable in the opinion of the Employer and the Union or in the opinion of the Board of Arbitration if the matter is referred to such a Board of Arbitration.

**11.05 Personnel File**

- 1) All warning and reprimand letters shall be considered as a form of discipline and shall be subject to the provisions of the Grievance Procedure.
- 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 in their personnel file, and such response shall become part of the file.

## **ARTICLE 12 HOURS OF WORK**

### **12.01 Normal Work Day and Normal Work Week**

The normal work day and the normal work week shall be:

#### **1) Office Employees**

The normal work day shall consist of a scheduled period of seven (7) hours of work between the hours of 8:30 a.m. and 4:30 p.m. with one (1) hour for lunch. The normal work week shall consist of five (5) such days, Monday to Friday inclusive.

See Letter of Understanding, Office Employees' Flex Days.

#### **2) Public Works Employees**

a) The normal work day shall consist of a scheduled period of eight (8) hours of work between the hours of 7:00 a.m. and 4:00 p.m., with one (1) hour for lunch. The normal work week shall consist of five (5) such days, Monday to Friday inclusive. The Employer may vary the start and stop times by giving employees one (1) week's notice of such change.

b) A shift schedule consisting of not more than two (2) employees shall be implemented.

The normal work day shall consist of a scheduled period of eight (8) hours of work between the hours of 7:00 a.m. and 4:00 p.m., with one (1) hour for lunch. The normal work week shall consist of five (5) such days, Wednesday through Sunday inclusive. The Employer may vary the start and stop times by giving employees one (1) week's notice of such change.

All provisions of the collective agreement shall apply.

#### **3) Parks and Recreation Employees**

The normal work day shall consist of a scheduled period of eight (8) hours of work between the hours of 7:00 a.m. and 12:00 a.m. Any regular shift worked outside of the hours of 8:00 a.m. to 4:00 p.m. shall be subject to shift premium as per Article 12.01 (4).

The work week shall consist of five (5) consecutive days on and two (2) consecutive days off.

##### **Shift Scheduling**

It is mutually agreed that split-shift type operations are to be avoided where possible; however, the nature of Parks and Recreation workers may be such as to necessitate recourse to this type of scheduling:

(i) No eight (8) hour period of scheduled work shall be spread over a period of greater than twelve (12) hours;

- (ii) Where an employee is required to work a shift that has not been scheduled, it shall be by agreement with the employee and shall not be considered a condition of employment;
- 4) A shift premium for Parks and Recreation employees of one dollar (\$1.00) per hour shall be paid for all hours worked between 4:00 p.m. and 5:00 a.m.

**12.02 Rest Periods**

Employees working a full shift shall be permitted a fifteen (15) minute rest period in the first half of the work day and a second fifteen (15) minute rest period in the second half of the work day.

**ARTICLE 13 OVERTIME**

**13.01 Overtime – Normal Work Day**

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.

**13.02 Overtime – Regular Day Off**

Work performed on an employee's regular day off shall be paid at double (2X) time.

**13.03 Paid Time Off in Lieu**

Subject to the Employer's operational requirements, employees may consider paid time off in lieu of worked overtime. Time off will only be taken upon mutual agreement between the employee and their Supervisor. Paid time off shall be provided at the same rate as the applicable overtime rates.

**ARTICLE 14 REPORTING FOR WORK**

**14.01 Reporting for Work**

An employee reporting for work on their regular shift shall be paid the 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. This article shall not apply if the employee is sent home for just cause.



**ARTICLE 15 CALL-OUTS**

**15.01 Before or After Regular Starting Time**

Subject to the provisions of Article 15.02 an employee who is called back to work after they have completed their normal day's work and has left the Employer's premises, or who is called in to work before their regular starting time, or who was previously instructed to work before their regular starting time, shall be paid double time (2X) up to their regular starting time. Such employee(s) shall be guaranteed a minimum of two (2) hours work at double (2X) time. This guarantee shall not apply when a call-out extends into an employee's normal working hours. This guarantee shall only apply once during the two (2) hour period after the call-out.

**15.02 Before End of Normal Day**

An employee who, before the end of their normal day's work, is instructed to return to work within two (2) hours following the end of their normal day's work, shall not be considered to be on a call-out; however, the hours worked following the end of the employee's normal day's work under the provisions of this section shall be paid at time and one half (1½ X) rate for the first two (2) hours and double time (2X) thereafter.

**ARTICLE 16 STATUTORY HOLIDAYS**

**16.01 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      | Day for Truth and Reconciliation |
| Thanksgiving Day | Remembrance Day                  |
| Easter Monday    | Christmas Day                    |
| Victoria Day     | Boxing Day                       |
| Canada Day       |                                  |

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 preceding the holiday, or is on approved sick leave in accordance with Article 20 of the Collective Agreement. A layoff not exceeding five (5) calendar days shall not be deemed to be a break in service for purpose of this section.

**16.02 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 the holiday or the working day immediately following the holiday shall be observed in lieu of the said holiday.

**16.03 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.

**16.04 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 (2X) their regular or equivalent hourly rate for all hours worked by them.

**ARTICLE 17 ANNUAL VACATIONS**

**17.01 Definition of Vacation Year**

The term "vacation year", as used in this Agreement, shall mean the twelve (12) month period commencing with the employee's anniversary date of hire. Payment for such vacation shall be at the employee's classified rate of pay as at the time the vacation is taken.

**17.02 Vacation Entitlement**

Completed Years of Service	Vacation Days
One (1) through five (5)	Fifteen (15)
Six (6) through twelve (12)	Twenty (20)
Thirteen (13) through nineteen (19)	Twenty-five (25)
Twenty (20) +	Thirty (30)

**17.03** An employee with more than six (6) months of active service may have up to fifty percent (50%) of their vacation scheduled in the first year of their employment without being required to pass their anniversary date.

**17.04 Preference in Vacations**

Provided the work schedule permits, all employees shall be granted the vacation period preferred by the employee, at such time as may be mutually agreed upon by the Employer and the employee. In the event of a conflict in vacation time, seniority shall be the determining factor.

**17.05** The parties recognize that service towards vacation entitlement is earned through an active work status and is not linked to general employment status. "Active work status" is defined as earning wages in exchange for performing the work of the employer. "General employment status" is defined as being an employee

regardless of whether the person is actively working. Employees will only accrue vacation entitlements during absences from work where applicable employment legislation requires it.

## **ARTICLE 18 HEALTH & BENEFITS**

### **18.01 Group Life Insurance**

The Plan shall provide coverage of one and one half times (1½x) the annual salary with the same amount of coverage for A.D.D. The Employer will pay ninety (90%) percent of the premium.

### **18.02 Dental Plan**

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

- 1) Basic Dental Services (Plan "A") - Plan pays one hundred percent (100%) of approved schedule of fees.
- 2) Prosthetics, Crowns and Bridges (Plan "B") - Plan pays fifty percent (50%) of approved schedule of fees.
- 3) Orthodontics (Plan "C") - Plan pays fifty percent (50%) of approved schedule of fees to a maximum lifetime limit of two thousand (\$2,000.00) dollars.
- 4) The Employer will pay ninety percent (90%) of the premium costs for the Dental Plan.

### **18.03 BC Medical Plan**

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

### **18.04 Extended Health Benefits Plan**

- 1) All eligible employees will be enrolled in an Extended Health Care Benefits Plan with ninety percent (90%) of the premiums being paid by the Employer.
- 2) All eligible employees will be enrolled in a Vision Care Plan which provides for ninety (90%) percent reimbursement of the cost of purchase eye wear every two (2) years, for employees and spouse, to a maximum of six hundred (\$600.00) dollars. For dependent children, coverage shall provide ninety percent (90%) reimbursement of the cost of purchase of eye wear every year, provided, however, that this coverage shall only apply in the event of a change in the prescription. The Employer will pay ninety percent (90%) of the premium costs.

Employer to top up eye exam every twenty-four (24) months to one hundred and fifty (\$150.00) dollars maximum a visit from the amount provided by the carrier.

## **18.05 Long Term Disability**

Seventy-five (75%) percent reimbursement to age sixty-five (65) after a one hundred and twenty (120) working day elimination period. The Employer will pay eighty percent (80%) of the premium. A stipend equal to the Employer's share of the premium shall be paid to employees over the age of sixty-five (65) that would otherwise qualify for Long Term Disability coverage but for their age.

## **18.06 General Principles**

- 1) Participation in the aforementioned Plans shall be mandatory. 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.
- 2) Life, Accidental Death and Dismemberment, Long Term Disability, Extended Health and BC Medical Plan coverage commences on the date of completion of three (3) months continuous service, or when an employee becomes eligible to have their name entered on the seniority list.
- 3) Dental coverage commences on the date of completion of six (6) months continuous service.
- 4) Coverage during layoff will be provided as follows:  

In the event of layoff, full coverage 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.
- 5) 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 for under articles 18.01, 18.02, 18.03, 18.04, 18.05 for up to one (1) year provided the full cost of the premiums are paid to the Employer.
- 6) Benefits are subject to the terms of the carrier's policy and the obligation and liability of the Employer is limited to the payment of its portion of premiums only.

## **18.07 Pension (Municipal) Act**

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.

**18.08 Entitled to Health Benefits**

The foregoing is a description of the benefits. In addition only seniority-rated employees are entitled to Health benefits.

**18.09 In Lieu Payment**

Casual and/or Term employees will be paid twenty percent (20%) of gross earnings in lieu of vacation, sick leave, and health benefits.

**ARTICLE 19 LEAVE OF ABSENCE**

The Employment Standards Act of British Columbia provides rights to unpaid leaves. The provisions of this collective agreement remain in full force and effect except where Employment Standards Act of BC provisions must prevail.

**19.01 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.

**19.02 Union Conventions**

Subject to operational requirements, leave of absence for one (1) employee, up to a maximum of twenty (20) working days, with pay, subject to reimbursement by the Union and without loss of seniority, may be granted upon request in writing to the Employer, to employees elected or appointed to represent the Union at Union Conventions and a reply in writing shall be given within three (3) working days after such request has been made. "Working days" shall mean Monday through Friday. The parties agree that the employee will be paid by the Employer and the Union will in turn reimburse the Employer.

**19.03 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, son, daughter, mother, father, 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~~, child, father, father-in-law, mother, mother-in-law.

A maximum of two (2) additional days of leave without loss of pay or benefits will be granted in the event any ceremony or services occurring out-of-Province.

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

**19.04 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 renewed each year during their term of office.

**19.05 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 submitted in writing.

**19.06 Jury Duty/Court Witness or Selection**

The Employer shall pay an employee who is required to serve as a juror, court witness or called to juror selection the difference between their normal earnings and the payment they received for jury duty or as a court witness, conditional upon the employee presenting to the Employer proof of service and of the amount of payment received by them.

**ARTICLE 20 SICK DAYS/MEDICAL EMERGENCIES**

**20.01** After the completion of the probationary period, employees shall be entitled to receive a sick leave, dental and medical appointments credit of one and a half (1½) days per month of service to a maximum of one hundred and twenty (120) days.

Employees will be entitled to use up to a maximum of five (5) days of sick leave credits per year to attend to a medical emergency of an immediate family member as defined in Article 19.03.

The parties recognize that sick leave credits are earned through an active work status and are not linked to general employment status. "Active work status" is defined as earning wages in exchange for performing the work of the employer. "General employment status" is defined as being an employee regardless of whether the person is actively working. Employees will only accrue sick leave credits during absences from work where applicable employment legislation requires it.

**ARTICLE 21 TECHNOLOGICAL CHANGE**

**21.01 Disputes**

During the term of this agreement, any disputes arising in relation to adjustment to technological change, shall be discussed between the bargaining representatives of the two parties to this collective agreement.

## **21.02**

### **Arbitration**

Where the Employer introduces or intends to introduce, a technological change, that:

- 1) affects the terms and conditions, or security of employment of a significant number of employees to whom this Collective Agreement applies; and
- 2) alters significantly the basis upon which the Collective Agreement was negotiated,

either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an Arbitration Board pursuant to Article 10 of this Collective Agreement, bypassing all other steps in the grievance procedure.

## **21.03**

### **Arbitration Board**

The Arbitration Board shall decide whether or not the Employer has introduced, or intends to introduce a technological change, and upon deciding that the Employer has or intends to introduce a technological change the Arbitration Board:

- 1) shall inform the Minister of Labour of its findings, and
- 2) may then or later make any one or more of the following orders:
  - (i) that the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;
  - (ii) that the Employer will not proceed with the technological change for such period, not exceeding ninety (90) days, as the Arbitration Board considers appropriate;
  - (iii) that the Employer reinstates any employee displaced by reason of the technological change;
  - (iv) that the Employer pay to that employee such compensation in respect of their displacement as the Arbitration Board considers reasonable;

## **21.04**

### **Written Notice**

The Employer will give to the Union in writing at least ninety (90) days' notice of any intended technological change that:

- 1) affects the terms and conditions or security of employment of a significant number of employees to whom this Collective Agreement applies, and
- 2) alters significantly the basis upon which the Collective Agreement was negotiated.

## **ARTICLE 22 PAYMENT OF WAGES AND ALLOWANCES**

### **22.01**

#### **Pay Days**

Employees shall be paid by direct deposit into the financial institution of their choice at 00:01 every second (2<sup>nd</sup>) Friday in accordance with Schedule "A"

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.

## **22.03 Expenses**

Employees required to travel on the Employer's business will be reimbursed for travel, meals, accommodation and other miscellaneous expenses in accordance with the current City policy. The City policy will provide equal compensation for all, including exempt, employees.

# **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". 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 9.01. 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 10. 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 provisions of Article 10. 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.

## **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 Article 23.01 or if the Union does not refer the difference, if any, to arbitration within thirty (30) calendar days, as provided for in Article 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**

The time limits referred to in this Article may be extended by mutual agreement of the Employer and the Union in writing.

**ARTICLE 24 GENERAL CLAUSES**

**24.01 Bulletin Boards**

The Employer shall provide bulletin boards to which all employees will have access. 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 Boot Allowance**

Outside employees will be provided on their first (1<sup>st</sup>) anniversary of their date of hire and each subsequent anniversary a boot allowance of two hundred dollars (\$200.00). Boots purchased must be CSA approved Safety Footwear, and employees will be required to present the original receipt(s). Employees who so choose may defer the two hundred (\$200.00) dollars until the following year in order to purchase CSA approved Safety Footwear not to exceed four hundred (\$400.00) dollars and will be required to present the original receipt(s).

**24.03 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 their objections to any job description.

**24.04 Casual and Term Employees**

**a) Casual Employees**

Shall mean those employees who provide relief for employees for the purpose of vacation, and/or illness or other approved leaves or to assist staff during peak periods. Casual employees will accumulate seniority based on hours worked after they have worked in excess of four hundred and fifty-five (455) hours. Casual employees will be entitled to the in lieu payment in accordance with Article 18.09. Casual employees shall not be used to offset overtime costs, for overtime that would be incurred immediately before or after a regular shift which would normally be worked by a regular employee.

**b) Term Employees**

Shall mean those employees who fill a vacated or newly created position for a defined period of time not more than twelve (12) months. Extension of the term shall occur only with the approval of the Union, and such approval shall not be unreasonably withheld.

Term employees shall not be eligible for seniority. Term employees will be entitled to the in lieu payment in accordance with Article 18.09.

**24.05 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 City solicitor without charge for the purpose of representing them, when they are personally named in a legal or court action while acting within the reasonable execution of their duties as an employee. This provision shall not apply to acts or omissions alleged to have been committed by the employee that constitute a breach of terms of employment.

**ARTICLE 25 TRAINING/UPGRADING/CERTIFICATIONS AND/OR RECERTIFICATIONS**

Employees who, on their regularly scheduled days off, attend training etc. endorsed by the Employer, will receive a day off in lieu for each scheduled day off used for such training. The use of the day off in lieu will be arranged mutually between the employee and the Employer.

**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 January 1, 2024 and up to and including December 31, 2026 and thereafter from year to year unless either party to this Agreement gives notice to commence collective bargaining in accordance with the Labour Relations Code.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

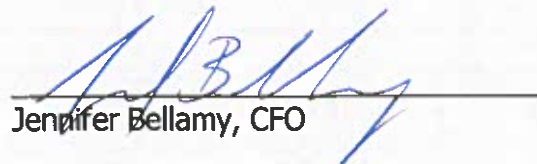
**ON BEHALF OF:**  
THE CITY OF ENDERBY



Huck Galbraith, Mayor



Tate Bengtson, CAO



Jennifer Bellamy, CFO

**ON BEHALF OF:**  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL NO. 1908



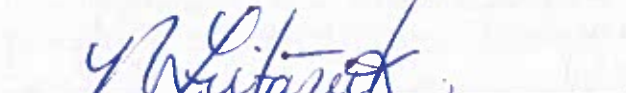
Rachel Champagne, CUPE National Representative



Erin Trueman, CUPE 1908 President



Ray Brown, CUPE Local 1908 Unit Chair



Nikki Zitaruk, Bargaining Committee Member

## SCHEDULE "A"

### WAGE RATES

DESCRIPTION	2023	JAN 1, 2024 5%	JAN 1, 2025 3.75%	JAN 1, 2026 3.0%
Leadhand I (Public Works)	\$35.75	\$37.54	\$38.95	\$40.11
Leadhand I (Parks & Recreation)	\$35.75	\$37.54	\$38.95	\$40.11
Leadhand II (Public Works)	\$36.50	\$38.33	\$39.76	\$40.96
Leadhand II (Parks & Recreation)	\$36.50	\$38.33	\$39.76	\$40.96
Foreperson (Public Works)	\$37.45	\$39.32	\$40.80	\$42.02
Foreperson (Parks & Recreation)	\$37.45	\$39.32	\$40.80	\$42.02
Systems Operator Level III Certified	\$35.08	\$36.84	\$38.22	\$39.37
Systems Operator Level II Certified	\$34.25	\$35.96	\$37.31	\$38.43
Systems Operator Level I Certified	\$33.84	\$35.53	\$36.86	\$37.97
Utility III/Recreation Facility Maintenance Worker	\$33.42	\$35.09	\$36.40	\$37.50
Utility II	\$32.11	\$33.71	\$34.98	\$36.03
Utility I	\$30.51	\$32.03	\$33.23	\$34.23
Labourer II	\$27.42	\$28.79	\$29.87	\$30.77
Labourer I	\$25.98	\$27.28	\$28.30	\$29.15
Accounting Clerk III	\$33.42	\$35.09	\$36.40	\$37.50
Accounting Clerk II	\$30.99	\$32.53	\$33.75	\$34.77
Accounting Clerk I	\$29.43	\$30.90	\$32.06	\$33.02
Clerk Secretary III	\$32.11	\$33.71	\$34.98	\$36.03
Clerk Secretary II	\$28.32	\$29.74	\$30.85	\$31.78
Clerk Secretary I	\$27.42	\$28.79	\$29.87	\$30.77
Clerk-Typist Casual	\$24.74	\$25.98	\$26.96	\$27.76

#### For Each Level of Certification

Water Distribution	\$0.25
Water Treatment	\$0.25
Sewer Collection	\$0.25
Sewer Treatment	\$0.25
Arena Certification	\$0.25

- \* Employees designated to perform managerial duties in the absence of management personnel will be paid five percent (5%) above their job rate for such hours. It is agreed that the premium will only be paid for absences of one (1) week or longer.
- \* Employees temporarily designated with the overall responsibility of a department in the absence of the regular Lead Hand will be paid two and one half percent (2.5%) above their job rate for such hours. It is agreed that the premium will only be paid for absences of one (1) week or longer and where the employee is not eligible for the Higher-Paid Classification as per article 22.02.
- \* It is recognized that the Systems Operator may be assigned public works duties.  
There will be one Systems Operator in the bargaining unit. Utility employees will continue to be trained and when certified for the plants they will receive the certified rate only when they operate the plants unsupervised.
- \* Chief Engineer:
  1. Only paid when the arena refrigeration plant is operating or when specifically assigned Chief Engineer duties in the off season.
  2. Only paid to the person designated as the Chief Engineer (CE).
  3. The CE must possess the requisite skills and experience to be designated by the owner of the facility as the person in charge, who is responsible for the operation and maintenance of the refrigeration plant in accordance with the Safety Standards Act and its Regulations, including ensuring that the refrigeration plant is in a safe working condition, that all of the regulated work in the plant is performed by appropriately qualified persons in the appropriate manner, and that the terms and conditions of the operating permit and the technical and administrative specifications required by the provincial safety manager in order to maintain the plant's risk-assessed status are observed.
  4. Only paid to the temporarily designated CE when the regular CE is on leave for a full shift or longer period of time but does not apply on the weekend or any other time when the regular CE is responsible.

## **LETTER OF UNDERSTANDING #1**

BETWEEN: THE CITY OF ENDERBY

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 1908

### **RE: EMPLOYER OBLIGATIONS TO EMPLOYEES**

In recognition of the Employer's right to contract out work and in recognition of the Employer's obligation to their employees, the parties agree as follows:

- 1) In the event the Employer wishes to examine the feasibility of contracting out work currently being done by bargaining unit employees then the following process will apply:
  - a) The Employer will provide the Union with an estimate of the cost of doing the work 'in house'.
  - b) The Union may then provide the Employer with any suggestions on productivity improvements, cost or efficiency savings. In the event that the Union wishes to respond, it will do so within ten (10) working days of receiving the said cost estimate.
- 2) Those employees named on the agreed to list attached to and forming part of this Letter of Understanding will not lose their employment as a result of contracting out.
- 3) The Officers of the Union will provide a letter to the Employer offering suggestions and incentives for doing work 'in house' which is currently being contracted out.
- 4) As a result of employees being displaced by the contracting out of their jobs, the parties agree there may be a need and/or opportunity for retraining and it is therefore desirable to develop a process for such retraining. This process will be developed through a Labour/Management Committee.
- 5) Employees who are displaced by the contracting out of their job and covered by number (2) above, shall have the option of receiving severance pay at a rate of one (1) week's pay for each year of seniority to a maximum of ten (10) weeks upon severing their employee/Employer relationship. The employee shall have up to three (3) months from the date of displacement to exercise their option. Severance pay will be paid at the rate of the job the employee was displaced from.

**AGREED LIST AS PER POINT 2:**

BROWN, Raymond  
HOLMES, Andraya  
ZITARUK, Nikki  
BRANTON, Travis


TOKAIRIN, Sheldon  
VAN IPEREN, Peter  
KIPP, Damon


DEDOOD, Jared  
VETTER, Clifford  
FRENCH, Ryley


**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**ON BEHALF OF:**  
THE CITY OF ENDERBY

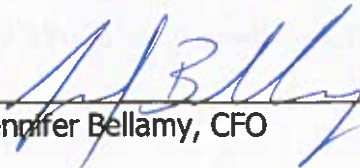
**ON BEHALF OF:**  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL NO. 1908


  
\_\_\_\_\_  
Huck Galbraith, Mayor

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

  
\_\_\_\_\_  
Tate Bengtson, CAO

  
\_\_\_\_\_  
Erin Trueman, CUPE 1908 President

  
\_\_\_\_\_  
Jennifer Bellamy, CFO

  
\_\_\_\_\_  
Ray Brown, CUPE Local 1908 Unit Chair

  
\_\_\_\_\_  
Nikki Zitaruk, Bargaining Committee Member

Date: June 23, 1994  
Renewed: February 21, 1996  
Renewed: February 4, 1999  
Renewed: April 7, 2003

Renewed: July 2007  
Renewed: August 9, 2011  
Renewed: February 4, 2015  
Renewed/Revised: November 29, 2019  
Renewed/Revised: January 23, 2024

**LETTER OF UNDERSTANDING #2**

BETWEEN: THE CITY OF ENDERBY  
AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1908

**RE: STANDBY (ON CALL)**

An employee may be required each week to be on call during hours when employees are normally not on duty. The on call shift will be from 4:00 p.m. to 7:00 a.m. Thursday to the following Thursday inclusive.

In lieu of cash payment for such on call shift, employees will receive fourteen (14) hours paid time off. Employees will receive an additional four (4) hours paid time off for on call coverage for each and all Statutory Holidays. Time off will be taken upon mutual agreement between the employee and their supervisor. Employees will receive zero point twenty-five (0.25) of an hour paid for on call coverage for each hour provided outside of the normal on call shift.


The Employer agrees to allocate such standby shift in a fair and equitable manner with all employees participating, except those on leave. Employees performing standby duty will be provided with a cellular phone and/or pager.

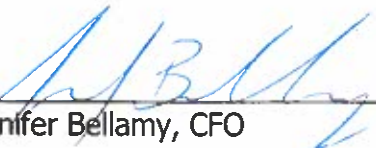
All provisions of Article 15 of the collective agreement will apply to employees performing standby duty.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**ON BEHALF OF:**  
THE CITY OF ENDERBY

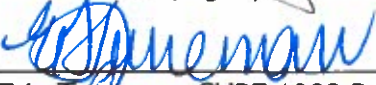
  
\_\_\_\_\_  
Huck Galbraith, Mayor

  
\_\_\_\_\_  
Tate Bengtson, CAO

  
\_\_\_\_\_  
Jennifer Bellamy, CFO

**ON BEHALF OF:**  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL NO. 1908

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

  
\_\_\_\_\_  
Erin Trueman, CUPE 1908 President

  
\_\_\_\_\_  
Ray Brown, CUPE Local 1908 Unit Chair

  
\_\_\_\_\_  
Nikki Zitaruk, Bargaining Committee Member

Signed: October 30, 1996  
Renewed: February 4, 1999  
Renewed: April 7, 2003  
Renewed: August 9, 2011  
Renewed: February 4, 2015

Renewed/Updated: November 28, 2019  
Renewed/Updated: January 23, 2024



**LETTER OF UNDERSTANDING #3**

**BETWEEN: THE CITY OF ENDERBY  
AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1908**

**RE: OFFICE EMPLOYEES FLEX DAYS**

The parties agree that effective immediately, Office employees may put in a request to alter their lunch breaks by up to one (1) half (1/2) hour to accrue up to three (3) flex days at a time. Flex time will be taken during the Christmas closure or upon mutual agreement of the employee and Employer. Flex time, vacation time or banked time may be used during the Christmas closure or for any other leave request. Notwithstanding the accumulation of flex time, employees are required to use their annual vacation entitlements.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**ON BEHALF OF:  
THE CITY OF ENDERBY**



Huck Galbraith, Mayor

  
\_\_\_\_\_  
Tate Bengtson, CAO  
\_\_\_\_\_  
Jennifer Bellamy, CFO

**ON BEHALF OF:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL NO. 1908**



Rachel Champagne, CUPE National Representative

  
\_\_\_\_\_  
Erin Trueman, CUPE 1908 President  
\_\_\_\_\_  
Ray Brown, CUPE Local 1908 Unit Chair  
\_\_\_\_\_  
Nikki Zitaruk, Bargaining Committee Member

Signed: 2015  
Renewed/Updated: November 28, 2019  
Renewed/Updated: January 23, 2024