

COLLECTIVE AGREEMENT

- Between -

TOWN OF QUALICUM BEACH

(Hereinafter called the "Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

(Hereinafter called the "Union")

January 1, 2011 To December 31, 2013

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| | week..... | i |

THIS AGREEMENT made this 26th day of October, 2011.

BETWEEN:

TOWN OF QUALICUM BEACH
(hereinafter called the "Employer")

OF THE FIRST PART

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL NO. 401
(hereinafter called the "Union")

OF THE SECOND PART

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

1. To maintain and improve the harmonious relations and settled 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;
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 AGREE AS FOLLOWS:

1. DEFINITIONS

1.01 TEMPORARY/SEASONAL EMPLOYEES

Temporary/Seasonal Employees are defined as employees with eight (8) months or less continuous service with the Employer.

Temporary/Seasonal Employees working in excess of six (6) months in a season and returning for a second season shall be eligible for benefits pursuant to Article 25.02 (c) at the commencement of the second season.

Effective December 31, 2006, Temporary/Seasonal Employees returning a third season shall be given first consideration for return to work in the fourth season at which time a seniority date shall be established and shall be given preference over external applicants for job postings.

The Employer may request that Temporary/Seasonal Employees who are in their second year be extended up to an additional twelve (12) months in which to prove satisfactory. Such request shall not be unreasonably denied.

Employees whose job title is Student shall be entitled to the same benefits as Temporary/Seasonal Employees with the exception of Article 25 and 26.06. In order to qualify for statutory holiday pay pursuant to Article 19.01, students shall be required to have been employed for at least 30 calendar days.

1.02 PERMANENT EMPLOYEES

Employees having completed the three (3) month probationary period, pursuant to Article 13.03.

2. MANAGEMENT RIGHTS

2.01 Subject to the Grievance procedure, the Union recognizes that it is the function of the Employer to exercise the regular and customary function of management and to direct the working forces of the Employer, subject to the terms of this Agreement.

2.02 NOT DISCRIMINATORY

The Employer shall not exercise its rights to direct the working forces in a discriminatory manner. Nor shall these rights be used

in a manner which would deprive present employees of their employment unless through just cause.

3. RECOGNITION AND NEGOTIATIONS

3.01 BARGAINING UNIT

The Employer recognizes the Union as the sole and exclusive collective bargaining agency for all of its employees as defined by the appropriate Labour Relations Board Certifications and hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the Parties of this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

4. NO DISCRIMINATION

The Employer shall not exercise its right to direct the working forces in a discriminatory manner. Nor shall these rights be used in a manner which would deprive present employees of their employment, unless through just cause.

The Employer shall not discriminate against any member of the Union by reason of Union activities by such members.

5. UNION SECURITY

The Employer agrees that any present employee coming within the scope of this Agreement who is a member of the Union, shall as a condition of continued employment, maintain membership in such Union in good standing. The Employer further agrees that any employee who is hereafter employed during the life of this Agreement, and who comes within the categories of employees covered by this Agreement, shall become members of the Union and maintain membership in such Union in good standing.

6. CHECK-OFF UNION DUES

6.01 The Employer shall deduct from every employee any dues, initiation fees or assessments levied by the Union in accordance with its constitution and bylaws.

6.02 Deductions shall be made from the payroll period at the end of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the month following, accompanied by a complete list of all employees from whose wages the deductions have been made and the employee status, together with the amounts and hours worked in each case. These reports will be provided to the Union in an electronic format as well as a hard copy.

7. CORRESPONDENCE

All correspondence between the Parties arising out of this Agreement or incidental thereto shall pass to and from the Corporate Administrator, the President and 1st Vice President of the Union with a copy to the 2nd Vice-President of the Unit. Correspondence will be provided to the Union in an electronic format as well as a hard copy.

8. LABOUR-MANAGEMENT RELATIONS

8.01 The Employer and Union will appoint and maintain a Bargaining Committee (hereinafter referred to as the "Bargaining Committee"). The Bargaining Committee shall consist of the Labour Relations Committee of the Employer together with four (4) members selected by the Union.

8.02 In the event of either of the Parties of the Bargaining Committee wishing to call a meeting of the Committee, the Clerk of the Employer shall call the same for a suitable time not more than ten (10) days after receipt of a request by the Clerk from the Party requesting such a meeting.

8.03 Any representative in the employ of the Employer and any representative of the Union shall have the privilege of attending such meetings.

9. RESOLUTIONS AND REPORTS OF THE EMPLOYER

Reports or recommendations dealing with matters of policy and/or conditions of employment which affect employees within the Bargaining Unit shall be forwarded to the Union in sufficient time to allow the Union a reasonable opportunity to consider them, and, if deemed necessary, speaking to them before a decision is taken by the Employer.

10. GRIEVANCE PROCEDURE

Any difference arising between the Parties shall be resolved without work stoppage in the following manner:

STEP 1

The Union Officer and the employee shall first discuss the grievance with the immediate supervisor, within five (5) work days of becoming aware of the alleged grievance to seek to settle the grievance. If the matter is not resolved, it may be referred to Step 2 within five (5) work days of its submission to the supervisor.

STEP 2

The grievance shall be reduced to writing and shall be presented, by a Union Officer, to the Department Manager. Within five (5) work days of receipt of the written grievance, the Manager (in consultation with the Director) shall present a written reply. Failing a satisfactory settlement at Step 2, the grievance may be referred to Step 3 within a further five (5) days of the written reply.

STEP 3

The grievance will be submitted to the Administrator or designate who will render a written decision within five (5) work days from receipt of such request. If the grievance is not satisfactorily resolved at this level, or it is not withdrawn, the dispute shall be submitted to arbitration, in accordance with Article 11, within a further ten (10) work days.

11. ARBITRATION

- 11.01** Should the Employer and the Union fail to settle any difference, grievance, or dispute whatsoever, arising between the Employer and the Union, or the employees concerned, such difference, grievance or dispute, but excluding renegotiation of the Agreement, shall at the instance of either Party, be referred to the arbitration, determination and award of an Arbitration Board of three (3) members, or, if mutually agreed, a sole arbitrator. Where a three (3) member board is selected, one (1) member is to be appointed by the Employer, one (1) by the Union and a third (3rd), who shall be Chairperson of the Arbitration Board, by the two (2) thus appointed.

11.02 The arbitrator shall determine the procedures for resolving a dispute subject to the principles of fair and equitable treatment of the Parties and the rules of natural justice. The decision of the arbitrator will be final and binding upon the Parties.

11.03 The arbitrator is restricted to dealing with questions concerning the application, interpretation or alleged violation of the Collective Agreement and shall not have the power to change this agreement by adding, deleting, amending, altering or modifying any of its terms and conditions.

12. DISCHARGE, SUSPENSION AND DISCIPLINE

12.01 WARNING

Whenever an official or deputy official of the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer shall, within seven (7) working days after the alleged offense, give written particulars of such censure to the employee involved with a copy sent concurrently to the President and 1st Vice President of the Union with a copy to the 2nd Vice-President of the Qualicum Beach Unit.

An employee shall have the right to have their Steward present at any discussion with supervisory personnel where formal disciplinary action is to be taken. Notwithstanding this Article, it is understood that where circumstances dictate, the Employer may take appropriate disciplinary action without a Steward being in attendance.

12.02 DISCHARGE PROCEDURE

A permanent employee who has completed their three (3) months probationary period, may be dismissed but only for just cause and only upon the authority of the officials of the Employer.

12.03 SUSPENSION OR DISCHARGE

Any employee being discharged or suspended shall be entitled to a fair and impartial hearing before the Bargaining Committee and if the Committee by a majority, recommends that such

employee be reinstated and the suspension lifted, the Employer shall give such recommendation its immediate and serious consideration and in the event of the Employer following such recommendation, such employees shall be paid the wages that the employee would have received but for the suspension or discharge, provided that the employee affected must apply in writing for such a hearing within twenty-four (24) hours after such a discharge or suspension becomes effective.

12.04 CROSSING A PICKET LINE DURING STRIKE

No employee shall be required to cross a picket line except to provide emergency services for the protection of persons or property.

13. SENIORITY

13.01 SENIORITY DEFINED

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

13.02 SENIORITY LIST

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January and July of each year.

13.03 PROBATIONARY EMPLOYEES

Newly hired permanent employees shall be considered on a probationary basis for a period of three (3) months from the date of hiring. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period for reasonable work related reasons. After completion of the probationary period, seniority shall be effective from the original date of employment. The probationary period may be extended or reduced by mutual agreement.

13.04 An employee shall not lose seniority rights if they are absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer. An employee shall only lose their seniority in the event:

- a) The employee is discharged for just cause and is not reinstated.
- b) The employee resigns.
- c) The employee is absent from work in excess of five (5) working days without notifying the Employer, unless such notice was not reasonably possible.
- d) The employee fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address.
- e) The employee is laid off for a period longer than eighteen (18) months.
- f) Temporary/Seasonal Employees upon completion of their employment season.

14. PROMOTIONS AND STAFF CHANGES

14.01 JOB POSTINGS

Where vacancies occur or new positions of a permanent nature are created in any department included under this Agreement, notice thereof outlining the position and grade shall be posted in all departments of the Employer covered by this Agreement within seven (7) days and remain posted for a further seven (7) days. Such notice to set forth therein the minimum rate of pay to apply.

14.02 The Employer further agrees that before applications are considered for such vacancy or position, applications from permanent employees of the Employer shall first be considered.

14.03 In making promotions, transfers or filling vacancies, the skill, knowledge and ability of the employees concerned shall be the primary consideration. Where such qualifications for the position applied for are relatively equal, seniority shall be the determining factor, however, such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner.

14.04 If no applicant is appointed to a vacancy in accordance with 14.01 above, then consideration for promotion may be given at the discretion of the Employer to applicants who do not possess the required qualifications. Such appointment shall be on an acting basis. Where the acting appointment is made, the employee shall be given a specific time in which to qualify.

Upon completion of the required qualifications and sixty (60) working days of satisfactory performance status in the position.

Failure to complete the qualifications will return the employee on acting status to their former classification and the position shall be re-posted as a vacancy.

14.05 In case of layoffs, seniority shall be the determining factor, if qualified.

14.06 TRIAL PERIOD

Employees promoted or awarded new positions shall be given sixty (60) working days in which to prove satisfactory. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unwilling to continue to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority. If the former position no longer exists, the employee(s) shall be returned to another position within the same previous classification.

14.07 TEMPORARY VACANCIES

Temporary position of four (4) months or greater duration will be posted. The successful applicant will be awarded the position and shall return to their former position upon completion of the temporary term. It is understood that any subsequent temporary vacancy created by an employee relieving in the first temporary vacancy may not be posted for competition. Permanent employees filling a temporary position shall continue to accrue seniority and other benefits.

15. LAYOFFS AND RECALLS

15.01 DEFINITION OF LAYOFF

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

15.02 ROLE OF SENIORITY IN LAYOFFS

Both Parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, permanent employees shall be laid off in the reverse order of their bargaining-unit-wide seniority and may bump any employee with less seniority providing the senior employee is qualified to perform the available work. The right to bump shall include the right to bump down or laterally. The Employer must be notified within five (5) days by the Union or the employee of where the bumping will occur; unless such notice is not reasonably possible. Any employee displaced by this procedure shall be entitled to the same bumping rights.

A permanent employee who has been served notice of layoff is entitled to bump any temporary employee (including at a higher rate), provided that the permanent employee subject to layoff possesses the qualifications required to do the work of the temporary employee.

15.03 ADVANCE NOTICE OF LAYOFF

Unless legislation is more favourable to the employees, the Employer shall notify permanent employees who are to be laid off thirty (30) days prior to the effective date of layoff, or award pay in lieu thereof.

15.04 RECALL PROCEDURE

Employees shall be recalled in the order of their seniority, if qualified to perform the available work.

15.05 NO NEW EMPLOYEES

New employees shall not be hired until those laid off have been given an opportunity of recall as per clause 15.04 above.

15.06 DESIGNATION OF CLASSIFICATION

The Employer and the Union may agree to designate certain job classifications as open to the exercise of bumping rights by senior employees qualified to perform the work although currently occupying a lower rated classification. Such classification agreed upon shall be set out in Schedule "C". (Schedule "C" is yet to be determined.)

16. HOURS OF WORK

16.01 Normal working week shall consist of five (5) normal working days, Monday through Friday except for employees whose normal work week varies either seasonally or otherwise from that laid down in this Clause due to the nature of their employment.

16.02 OUTSIDE EMPLOYEES

A normal working day for outside employees shall commence at 7:00 a.m. and terminate at 3:30 p.m. with one-half (½) hour off for lunch, subject to change in case of emergency at the discretion of the Foreman or a duly appointed assistant or in the case of necessity by mutual agreement of the Parties.

16.03 INSIDE EMPLOYEES

A normal working day for inside employees shall consist of seven (7) working hours between the hours of 8:30 a.m. and 4:30 p.m. with a lunch period of one (1) hour, except for such inside employees whose normal workday varies either seasonally or otherwise from that laid down in this clause due to the nature of their employment.

16.04 CUSTODIANS

A normal full time working day for custodians shall consist of eight (8) consecutive hours exclusive of a one half (½) hour unpaid meal break five (5) days per week with two (2) consecutive days off. Work days or schedules may be implemented only with agreement between the Parties.

16.05 REST PERIODS

The Employer shall arrange that during each normal working day there shall be two (2) ten (10) minute rest periods for all employees.

16.06 VARIATIONS IN HOURS OF WORK

The Employer agrees to consider any proposal regarding variations in work schedules providing the following criteria is met:

1. The proposal is made on behalf of a specific department.
2. Specific work schedules are contained in the proposal.
3. Terms and conditions contained in the Collective Agreement which may be affected shall be addressed in the proposal.
4. Either Party may opt out of any agreement with reasonable notice, the length of which shall be agreed prior to implementation of the proposal.
5. Such proposals shall not be unreasonably denied.
6. In the case of a denial of a proposal, the Employer shall provide a written response giving reasons for the denial.

17. OVERTIME

17.01 DEFINITION

Overtime shall be defined as all work in excess of the applicable normal and/or regularly scheduled work day or the applicable normal and/or regularly scheduled work week as set out in Article 16.

Overtime rates shall be time and one-half for the first three (3) hours and double time thereafter for each assignment.

17.02 All overtime performed by employees on Sundays and General Holidays and on Saturdays after 4:30 pm, shall be paid at the rate of double time (2X). This Section does not apply to employees who are required to work on Saturdays and/or Sundays as part of their regularly scheduled hours of work. Double time (2X) on General Holidays shall be in addition to General Holiday pay.

17.03 RECALL FROM VACATION

In the event an employee is called back from annual vacation for emergency duty, the employee shall be paid at the rate of double time (2X) for the number of days worked and shall also be entitled to receive the unused number of days of annual vacation remaining to their credit when the employee was recalled for duty.

If an employee is called back for emergency duty for only one (1) day or part of any week of their annual vacation, they will be permitted to work the balance of that week and shall be paid double time (2X) for the number of days worked. The employee shall also be entitled to receive the unused number of days of annual vacation remaining to their credit when the employee was called back for emergency duty.

17.04 All compensation for overtime will be in the form of time off rather than salary, except that:

- the Employer shall honour all requests from employees who have worked overtime for snow and ice removal, to be paid out at the rate earned on or before March 31 of the following year;
- the Employer agrees to consider any requests from employees who have worked overtime for all other work, to be paid out at the rate earned, on or before August 31 of the following year. Such requests shall not be unreasonably denied.

Subject to the Employer and the employee arriving at mutually satisfactory arrangements, employees can work extra hours at straight time to accumulate these hours to be banked and taken in the form of time off.

All accumulated overtime will be allowed to be carried over until August 31 of the year following the year the overtime was accumulated.

Any accumulated time left at the end of August shall be paid out in September at the rate earned.

17.05 OVERTIME MEAL ALLOWANCE

- a) An employee required to work more than two (2) hours of unpredicted overtime shall receive a meal allowance as follows:

Breakfast..... \$12.00
Lunch \$12.00
Dinner \$15.00

and any combination of such meals relevant to the circumstances.

- b) It is agreed by the Parties that the Employer, in place of the meal allowance, can provide an agreeable meal to employees who this article would apply to.

17.06 Overtime or time off in lieu does not apply when employees attend training, conferences, etc. on a regularly scheduled day off unless the Employer requires the employees to attend.

17.07 Scheduled overtime (i.e. overtime that is scheduled by the Employer in advance of the time it is worked) shall be allocated on the basis of seniority among the members of the applicable crew(s) who normally perform the work in question.

Unscheduled overtime (i.e. overtime that is contiguous with a scheduled shift) shall normally be worked by the employee(s) who are actually performing the work in question at straight time on the scheduled shift. If two (2) or more employees are actually performing the work in question, seniority shall apply. Call out is defined as unscheduled overtime work which is not contiguous to an employee's scheduled shift.

18. SHIFT WORK

When additional or varying shifts are required seven and one-half (7½) hours work shall constitute a full shift for which eight (8) hours pay at regular rates will be paid, or in the case of inside workers, six and one-half (6½) hours work shall constitute a full shift for which seven (7) hours pay at regular rates will be paid.

19. HOLIDAYS

19.01 All employees shall, in addition to such special holidays as may be declared from time to time by the Employer, or the Federal or the Provincial Governments, be entitled to the following General Holidays with pay:

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

Provided that where an employee, by the nature of their employment is required to work on such holidays, such employee shall be entitled to some other workday off with pay in lieu thereof. The rate of pay for General Holidays will be the same as that paid on the immediate preceding working day provided however, that if an employee did not work on such preceding working day, the rate shall be in accordance with their regular classification.

19.02 DAYS IN LIEU

In case of special and General Holidays occurring while an employee is on their annual vacation, they shall be granted extra days with pay in lieu of such holidays.

19.03 QUALIFYING FOR HOLIDAYS

Employees shall be required to have been employed for at least thirty (30) calendar days in order to qualify for General Holidays.

20. VACATIONS

20.01 VACATION ENTITLEMENT

Except as hereinafter provided, the provisions of the "Employment Standards Act" shall apply for the purposes of annual vacation under this Agreement.

Vacation entitlement shall be based on a calendar year, in accordance with the provisions of clause 20.02 of this Article. Permanent employees shall be eligible for their full entitlement commencing January 1st of each calendar year, to be paid at

the classified rate for that year. Employees will be encouraged to use their entitlement in the current year, to be scheduled during mutually agreed time periods, and only under compelling circumstances will payout or carry-over of unused vacation credits be allowed. If vacation credits are carried over to a subsequent year, they will be paid when taken at the classified rate for the year in which they were earned.

Employees are allowed to carry over annual vacation credits until March 31 of the year following the year in which the vacation entitlement was earned. Written permission must be granted from the Employer in order to carry over any vacation credits beyond March 31.

20.02 SCHEDULE

All permanent employees shall receive annual vacation as follows:

| | |
|---------------------------------|---------|
| On completion of 1 year..... | 15 days |
| On completion of 5 years | 20 days |
| On completion of 12 years | 25 days |
| On completion of 20 years | 30 days |

plus one day per year for each year of service thereafter.

20.03 VACATION PAY

Except as otherwise provided in this clause the amount of pay for the annual vacation given to a permanent employee in respect of each working year under this Section shall be as follows:

| Vacation Entitlement | Percentage of Total Wages and Salary Earned in the Working Year |
|----------------------|-----------------------------------------------------------------------|
| 15 days..... | 6% |
| 20 days..... | 8% |
| 25 days..... | 10% |
| 30 days..... | 12% |

Provided however, that where the prescribed percentage in respect of any such employee produces an amount per day which is less than the regular daily rate of pay for such employee, then such employee shall receive vacation pay at their regular rate.

20.04 SELECTION OF VACATION PERIOD

Senior employees shall be given preference in the selection of vacation periods, subject to operational requirements, provided the Employer is advised of the selection of periods by March 15. After March 15, vacation requests will be granted on a first come first serve basis, subject to operational requirements.

21. SICK LEAVE PROVISIONS

21.01 SICK LEAVE PAY

All permanent employees shall be entitled to an aggregate of eighteen (18) days sick leave with pay in each calendar year to be used only where the illness or injury, which is not compensable under the "*Workers' Compensation Act*", of any such employee, incapacitates such employee to the extent of rendering such employee incapable of carrying out their regular employment with the Employer. Proof of such illness or injury shall be given if demanded by the Employer by the production of the certificate of a physician. All other employees coming within the scope of this Agreement shall receive sick leave with pay at the rate of one and one-half (1½) days sick leave for every twenty-five (25) days on which such employee has worked in the employ of the Employer, provided that in no case shall the aggregate of such sick leave exceed eighteen (18) working days in one calendar year.

21.02 SICK LEAVE ACCRUAL

In addition to the annual sick leave to which any employee is entitled under this Section, they shall be entitled to any accumulated sick leave standing to their credit as provided in the following paragraph, provided that in any case where there is an accumulation of sick leave, any sick leave used in any calendar year shall not be taken from such accumulation until the sick leave to which the employee is entitled in respect of that year has been exhausted.

21.03 In addition to existing sick leave credits, employees shall receive one hundred per centum (100%) accrual of unused sick leave allotment for their future benefit during their term of employment with the Employer, up to a maximum of one hundred and twenty (120) days.

21.04 PAYMENT OF UNUSED SICK LEAVE UPON RETIREMENT

Any employee who is considered by the Bargaining Committee to be guilty of abusing the privilege of this Section shall be immediately suspended by the Management of the Employer from their employment with the Employer.

21.05 All permanent employees after completion of seven (7) years continuous service shall, upon retirement, other than voluntary severance of service or dismissal for cause, be paid a gratuity for the unused balance of sick leave, if any, due them at that time up to a maximum of sixty (60) days. In the event of death of any employee before retirement, a gratuity based on the unused balance of sick leave shall not be paid to the estate but shall be paid to a surviving spouse, or in the event there being no surviving spouse, be paid to a child, brother, sister or parent of such employee who was dependent on the employee for support at the time of death.

21.06 Ordinary sick leave shall be paid for at the same rate as applied on the last day worked prior to such sick leave.

21.07 SICK LEAVE BANK

- a) Each permanent employee shall contribute annually to the Sick Leave Bank, a sufficient number of days to maintain such sick leave bank provided that in no case shall an employee be required to contribute more than five (5) days of annual sick leave in any one year nor shall the contribution collectively result in an accumulation of more than two hundred (200) days.
- b) Application for an allotment from the sick leave bank may be made by a permanent employee who has suffered an illness or who has suffered an injury which is not compensable under the "Workers' Compensation Act" and shall be submitted to the Union Executive and shall be subject to the approval of the said Executive.
- c) No allotment from the sick leave bank shall be approved unless and until the employee concerned has exhausted their earned to date sick leave allotment and their earned to date holidays.
- d) The number of days of sick leave to be allotted from the sick leave bank shall be determined by the Union Executive but in no case shall allotment exceed fifty (50)

working days. Employees requiring more than fifty (50) days shall provide suitable medical certification.

- e) Payment of days allotted from the sick leave bank shall be made in instalments covering the normal pay period of the employee concerned and shall be paid on the regular pay day immediately following each pay period.

21.08 Sickness or disability resulting from an accident suffered or incurred while engaged in the carrying out of their duties shall not constitute a ground for the discharge of any employee, provided it is possible for such employee, in the opinion of a qualified physician, to, upon recovery, carry on duties in the service of the Employer and if the said physician is of the opinion that the employee is physically and mentally fit to perform the duties of such position, such employee shall continue in the position held by them prior to such sickness or accident.

22. LEAVES OF ABSENCE

22.01 FOR UNION BUSINESS

Representatives of the Union shall be permitted leave, at a mutually convenient time, in order to carry on negotiations with the Employer, or with respect to a grievance, and they shall suffer no loss of pay for the time so spent.

22.02 UNION CONVENTIONS

Leave of Absence may be granted without pay upon request to the Employer, to employees elected or appointed to represent the Union at Union Conventions. Such permission will not be unreasonably withheld.

22.03 LEAVE FOR UNION MEMBERS

An employee who is elected or selected for a full time position with the Union or any body with which the Union is affiliated, or who is elected to public office may be granted leave of absence by the Employer for a period of one (1) year. Such leave may be renewed each year during the term of office.

22.04 COMPASSIONATE CARE/BEREAVEMENT LEAVE

All permanent and probationary employees coming within the scope of this Agreement shall be entitled to a maximum of five

(5) working days compassionate leave in case of serious illness or bereavement in their immediate family. Immediate family to include the father, mother, spouse, children, common-law-spouse, current step-parents, brothers, sisters, grandparents, grandchildren and parents-in-law of an employee.

22.05 FAMILY ILLNESS

In the case of illness of a dependent child, spouse or parent of an employee living at the employee's home, and when no one at the employee's home, other than the employee, can provide for the needs of such ill person, or in the case of serious (life threatening) illness of other members of an employee's immediate family as defined in Article 22.04, an employee, after notifying their manager, shall be entitled to use a maximum of five (5) accumulated sick leave days per annum to care for such ill person. The Employer reserves the right to request proof of illness from a physician.

22.06 JURY PAY

An employee serving as a juror or court witness shall sign over their jury or court witness pay to the Employer and the employee shall receive from the Employer in lieu thereof, pay at their regular rate for the time which the jury or court witness pay applies.

22.07 GENERAL LEAVE

Leave of absence without pay may be granted to employees for good and sufficient cause upon written application to the Employer.

22.08 PREGNANCY LEAVE

(1) A pregnant employee who requests leave under this section is entitled to up to seventeen (17) weeks of unpaid leave:

- (a) beginning
 - (i) no earlier than eleven (11) weeks before the expected birth date, and
 - (ii) no later than the actual birth date, and

- (b) ending
 - (i) no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and
 - (ii) no later than seventeen (17) weeks after the actual birth date.

- (2) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.

- (3) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (1) or (2) above.

- (4) A request for leave must
 - (a) be given in writing to the Employer;
 - (b) if the request is made during the pregnancy, be given to the Employer at least four (4) weeks before the day the employee proposes to begin leave, and
 - (c) if required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (3) above.

- (5) A request for a shorter period under subsection (1)(b)(i) above must
 - (a) be given in writing to the Employer at least one (1) week before the date the employee proposes to return to work, and
 - (b) if required by the Employer, be accompanied by a medical practitioner's certificate stating the employee is able to return to work.

EMPLOYMENT DURING PREGNANCY

The Employer shall not deny a pregnant employee the right to continue employment during the period of pregnancy when duties can reasonably be performed. The Employer may require proof of the employee's capability to perform normal work through the production of a medical certificate.

22.09 PARENTAL LEAVE

1. An employee who requests parental leave under this section is entitled to,
 - a) for a birth mother who takes pregnancy leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 35 consecutive weeks of unpaid leave beginning immediately after the end of the pregnancy leave taken unless the Employer and employee agree otherwise,
 - b) for a birth mother who does not take pregnancy leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event,
 - c) for a birth father, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event, and
 - d) for an adopting parent, up to 37 consecutive weeks of unpaid leave beginning within 52 weeks after the child is placed with the parent.
2. If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to 5 additional weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).
3. A request for leave must
 - a) be given in writing to the Employer,
 - b) if the request is for leave under subsection (1) (a) or (b), be given to the Employer at least 4 weeks before the employee proposes to begin leave, and

- c) if required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
4. An employee's combined entitlement to leave under this section and pregnancy leave section is limited to 52 weeks plus any additional leave the employee is entitled to under the *Employment Standards Act*, section 50 (3) or subsection (2) of this section.

22.10 EMPLOYMENT DEEMED TO BE CONTINUOUS

- (1) The services of an employee who is on pregnancy/parental leave under this Article are deemed to be continuous for the purpose of:
 - (a) calculating annual vacation entitlement, and
 - (b) any pension, medical or other plan beneficial to the employee.
- (2) In the following circumstances, the Employer must continue to make payments to the health and welfare benefit plans and pension as though the employees were not on leave;
 - (a) if the Employer pays the total cost of the plan;
 - (b) if both the Employer and the employee pay the cost of the plan and the employee chooses to continue to pay the employee's share of the cost.
- (3) The employee is entitled to all increases in wages and benefits the employee would have been entitled to had the leave not been taken.
- (4) Subsection (1) above does not apply, if the employee has, without the Employer's consent, taken a longer leave than is allowed under Article 22.08 and 22.09 above.

23. PAYMENT OF WAGES AND ALLOWANCES

- 23.01** When an employee is sent to perform duties contracted for the Employer, they shall be paid the Union rate in classification.

23.02 CALL OUT PAY

- i. Defined - Call out is defined as unscheduled overtime work which is not attached to an employee's scheduled shift.
- ii. Employees required to work on "call-out" shall be paid for four (4) hours at regular rates of pay or for the actual time worked at applicable overtime rates, whichever is the greater.

23.03 STAND BY PAY

Employees may be assigned the responsibility of responding to emergency calls for essential services. Communication devices will be provided for this purpose and will be assigned to the designated employee for a period not exceeding seven (7) days unless mutually agreed otherwise. For each working day the pager is carried, the designated employee will be paid an additional two (2) hours at the employee's classified rate of pay and for each non-working day an additional three (3) hours at the employee's classified rate of pay.

23.04 "DIRTY WORK" BONUS

- a) A differential of sixty (60) cents per hour shall be paid to employees engaged in cleaning plugged sanitary sewers and coveralls and rubber gloves will be supplied for this work by the Employer.
- b) A differential of sixty (60) cents per hour shall be paid to employees working with hot asphalt and coveralls and rubber gloves will be supplied for this work by the Employer.
- c) A differential of fifty (50) cents per hour shall be paid to employees doing hazardous work, ploughing snow and/or salting and sanding roads.

23.05 DUTIES OUTSIDE CLASSIFICATION

When an employee is required by an official of the Employer to perform the duties of any position superior to that occupied by them for any reason, they shall receive increased pay for the period so worked at the minimum rate of pay for their superior. Provided, that such minimum is greater than already received and provided further that if an employee works one-half (½) a normal work day at a higher classification the employee will receive the higher rate for the day.

23.06 All employees shall be paid on a bi-weekly basis.

23.07 CLASSIFICATION AND RECLASSIFICATION

When the duties of any job are materially changed, or where the Employer or the Union and/or employee feels a job is incorrectly classified, or when a new job within the bargaining unit is created or established, the rate of pay shall be reviewed, and subject to negotiations between the Employer and the Union. If the Parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the new position was first filled by an employee or, in the case of a revised job, the date upon which the material change occurred.

24. HARASSMENT

All personnel have the right to work without harassment as defined by the *Human Rights Act*. Any complaint alleging harassment will be dealt with in the grievance procedure and will commence at Step Three as outlined in Article 10.

25. EMPLOYEE BENEFIT PLANS

25.01 Municipal Pension Plan

- a) All employees shall be advised three (3) months in advance of the date of their Municipal Pension.
- b) Upon an employees retirement, the Employer shall continue employee Benefit Plans pursuant to Article 25 at the applicable cost share from the date of retirement to the commencement of the Municipal Pension Plan Benefits for a maximum of two (2) months, provided the employee can provide proof that an application has been submitted to the Municipal Pension Plan for retirement benefits thirty (30) days prior to retirement.
- c) The Employer and all eligible employees, as defined by the plan, shall be covered by the terms of the Municipal Pension Plan rules made under the Municipal Pension Plan Joint Trust Agreement pursuant to the authority of the *Public Sector Pension Plans Act*.

25.02 MEDICAL INSURANCE AND DENTAL PLAN

- a) It is mutually agreed that the Employer shall assume one hundred percent (100%) of the cost of a mutually acceptable medical services plan, including extended health benefits, and a dental plan, for eligible employees.
- b) The Employer shall provide and pay 100% of the premium for eye care option to the Extended Health Plan at the benefit level of four hundred dollars (\$400.00) per family member per twenty-four (24) months.

Including

- Adult Hearing Aids
- Orthodontics to \$1500 (\$3000 maximum)

Employees will have the option to continue benefit coverage at their own cost after retirement subject to carrier limitations.

- c) Temporary/Seasonal employees who have worked in excess of six (6) months and anticipated to return the following year shall receive the following benefits subject to carrier limitations:
 - i. Medical Services Plan – At the Employer's discretion, employees shall be given the option of continuing this benefit at their own (employee) expense. Premiums due during months of unemployment will be paid in advance, in monthly instalments by post-dated cheque. If the employee returns to work, the Employer shall resume paying as per Article 25.02.
 - ii. Extended Health and Dental Plan - employees shall be removed from the plans during unemployed months.
 - iii. Waiting periods shall be waived when employees are reinstated on EHB and Dental after seasonal layoffs of less than six (6) months.

25.03 SUPPLEMENTATION OF COMPENSATION AWARD

- a) Employees absent from duty due to injuries received while on duty shall receive full salary during such absence, for a period not exceeding twelve (12) months for any one accident, but monies received from the Workers' Compensation Board shall be remitted to the Employer during that period should any compensable accident be of a longer duration than twelve (12) months then the following subsection shall apply.

- b) Should any compensable accident be of a longer duration than twelve (12) months any employee covered by this Agreement who is unable to attend work because of a disability resulting from an accident at work shall have their total M.S.A., Municipal Pension Plan and Group Insurance payments paid by the Employer until the said employee returns to work or until judged medically unfit to resume their present occupation.

- c) In the event of a sickness of a permanent employee or of a permanent employee being injured during their employment by the Employer or of a permanent employee being temporarily laid off, the Employer will continue to pay on behalf of such employee, its share of the monthly contributions under the Medical Services Contract and the Group Insurance Contract while any such employee is on sick leave, including sick leave allotments from the sick leave bank, and further that the Employer will continue to pay on behalf of such employee its share of the said contributions for a period of three (3) months in any twelve (12) month period, provided that in all cases the employee or Union shall likewise continue the employee contributions under the said Contracts.

25.04 GROUP LIFE INSURANCE

The Employer will arrange to establish and maintain group insurance policies which provide Group Life, Accidental Death and Dismemberment Insurance coverage negotiated by the Parties.

Basic Plan

Each employee will be covered for \$125,000 Group Life and \$125,000 Accidental Death and Dismemberment Insurance.

Optional Plan

Each employee may apply for up to an additional \$100,000 Group Life and \$100,000 Accidental Death and Dismemberment Insurance in \$25,000 increments. This insurance requires medical evidence of insurability from each applicant and coverage will become effective only with the written approval of the insurer. No employee shall have present benefits reduced by a change in carrier.

Cost

For employees covered only by the Basic Plan, the Employer will pay 100 percent of the cost.

For employees covered by both plans, the plan with the least cost shall be paid by the employee.

Note: Costing subject to ensuring employees costs are protected.

25.05 CANADA SAVINGS BONDS

The Employer agrees to implement a Canada Savings Bonds by payroll deduction for permanent employees at the employees' option.

26. SAFETY AND HEALTH

26.01 UNION-EMPLOYER SAFETY COMMITTEE

The "Occupational Health and Safety Regulation" as prescribed by the Workers' Compensation Board of British Columbia shall apply and a Safety Committee shall be established and maintained in accordance with the said regulations and such committee shall meet regularly each month. All employees shall adhere to all safety regulations. Section 3.24 of the Occupational Health and Safety Regulations is to be considered part of the Collective Agreement.

[OH&S Reg Excerpt

Additional orientation and training (added to OH&S Reg July 26/07)

3.24 An employer must provide a young or new worker with additional orientation and training if

- (a) workplace observation reveals that the young or new worker is not able to perform work tasks or work processes safely, or*
- (b) requested by the young or new worker.]*

26.02 SAFETY AND HEALTH REPORTS, RECORDS AND DATA

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

26.03 SAFETY MEASURES

A minimum of two (2) employees shall be called out on emergency night duties when, in the opinion of the Foreman, two (2) employees are required in the interest of safety.

26.04 PAY FOR CLOTHING

Where, in the opinion of the Employer, the Employer has an obligation to pay for the cost of the cleaning or replacement of clothing of an employee damaged as a result of an accident on the job, the Employer may authorize such cleaning or replacement at the expense of the Employer. Determination of responsibility of the Employer shall be solely at the discretion of the Employer and their decision in such matters shall be final.

26.05 The Employer will pay one hundred (100%) percent towards the purchase of steel-toed or safety boots annually, to a maximum of one hundred and fifty (\$150) dollars per annum.

- 26.06**
- a) The Employer will provide rain gear for employees who are required to work out in the weather in the normal course of their duties, up to a maximum of \$100 per year. This Article does not apply to Students.
 - b) The Employer shall provide adequate clothing for all employees who are required to wear such by the Industrial Health and Safety Regulations.

26.07 FLU/HEPATITIS SHOTS

The Employer shall arrange a program for employees to be inoculated against the Flu/Hepatitis. Participation by employees in this program shall be voluntary.

Alternately, the Employer shall reimburse employees for the cost related to a Flu/Hepatitis shot when a receipt is provided.

27. TECHNOLOGICAL CHANGE

27.01 NOTICE OF CHANGE

The Employer will discuss proposed technological changes with the Union and will give as much notice as possible to employees affected to give them an opportunity to train to operate the

new machinery or seek other employment. No permanent employee shall be displaced because of technological changes without having received one (1) weeks' notice, pay included, for each year of service, with a minimum of four (4) weeks, during which time they will be allowed up to five (5) hours a week with pay for the purpose of job interviews.

At no time shall such notice period be less than Employment Standards.

27.02 TRAINING BENEFITS

In the event that the Employer should introduce new methods or machines, which require new or greater skills than are possessed by the employees under the present method of operation, such employee shall, at the expense of the Employer, be given a period of time not to exceed six (6) months during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no reduction in wage or salary rates during the training period of any such employee and no reduction in pay upon being reclassified in the new position.

27.03 NO NEW EMPLOYEES

No additional employees shall be hired by the Employer until the employees already working have been notified of the proposed technological or other change and allowed a training period to acquire the necessary knowledge or skill for the trainees to retain their employment.

28. JOB SECURITY

28.01 CONTRACTING OUT - RESTRICTIONS ON CONTRACTING OUT

The Employer agrees that all work or services performed by the employees shall not be contracted, sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company, or non-unit employee if it would result in layoff of any permanent employee, or failure to recall those employees on layoff who are able to perform the work.

28.02 CONTRACTS OR SUB-CONTRACTS

Every contract made by the Employer for construction, remodelling, repair or demolition of any municipal works or for providing any municipal service or function shall be subject to the following condition:

"Minimum rate of pay for work performed under this Contract or under Sub-contract shall be as classified in the current Agreement between the Town of Qualicum Beach and the Canadian Union of Public Employees, Local 401."

The above condition shall not apply to any contract entered into by the Employer to provide enforcement of parking regulations, collection of parking meter monies or armoured car service.

29. GENERAL CONDITIONS

29.01 INDEMNIFICATION

- a) The Employer shall indemnify its employees against any claim for damages arising out of the performance of their duties. Legal costs incurred in a court proceeding arising out of any claim for damages against an employee arising out of the performance of their duties shall be paid for by the Employer.
- b) The Employer will not seek indemnity against its employees where the actions of those employees result in a claim for damages against the Employer by a third party unless the employee has been grossly negligent or has acted contrary to the terms and conditions of their employment or to an order given to them by a person in authority over them.
- c) The Employer will not pay any fine imposed on an employee as a result of their conviction for a criminal offense.

29.02 GRANT WORKERS

- a) Employment Plus or other government program workers shall be paid as set out in the Grant.
- b) Duties shall be set out in the Grant, but in no case shall Grant workers perform Bargaining Unit work.

30. GENERAL

Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the Party or Parties hereto so require.

31. TERM OF AGREEMENT

31.01 EFFECTIVE DATE

This Agreement shall be binding and remain in effect from JANUARY 1, 2011 TO DECEMBER 31, 2013, and shall continue from year to year thereafter until a new Agreement is reached as provided for in the Statutes of the Province of British Columbia.

31.02 AGREEMENT TO CONTINUE IN FORCE

Where such notice requests revisions only, the following conditions shall apply:

- a) The notice shall state specifically the revisions requested the bargaining negotiations shall be restricted thereto, unless the Parties otherwise mutually agree.
- b) Both Parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining and if negotiations extend beyond the anniversary date of this Agreement, or a strike or lockout occurs, any revisions in terms, mutually agreed upon shall, unless otherwise specified, apply retroactively to that date.

32. COPIES OF AGREEMENT

The Union and the Employer desire every employee to be familiar with the provisions of the Agreement and their rights and obligations under it. For this reason the Employer shall print sufficient copies of the Agreement in booklet form, on letter size paper, in a Union shop within thirty (30) days of signing, the cost of which shall be shared equally with the Employer and the Union.



Oct. 5, 2011

(signature page to follow)

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed as of the day and year above written.

THE CORPORATE SEAL OF THE TOWN OF
QUALICUM BEACH WAS HEREUNTO AFFIXED
BY AND IN THE PRESENCE OF:

MAYOR

CORPORATE ADMINISTRATOR

Date

SIGNED BY THE PRESIDENT AND THE 2ND
VICE-PRESIDENT OF THE CANADIAN UNION
OF PUBLIC EMPLOYEES, LOCAL No. 401

PRESIDENT

2ND VICE-PRESIDENT
(QUALICUM BEACH UNIT)

Date

LETTER OF AGREEMENT

between the

TOWN OF QUALICUM BEACH

and the

CANADIAN UNION OF PUBLIC EMPLOYEES,
Local 401

RE: TRAINING

1-1 Apprenticeship Training

a) Purpose

The Employer recognizes the apprenticeship training program to improve the knowledge and skill of employees in the work force. Subject to operational requirement, apprentices may be utilized in the following areas:

- Carpentry
- Painting
- Electrical
- Mechanical
- Welding

or any other trade recognized by the Apprenticeship Board.

b) Apprenticeship Agreement

Where apprenticeship programs are entered into, the Parties shall draft an agreement that includes:

- i. the person designated by the Employer to be in charge of implementing and monitoring the apprenticeship program;
- ii. confirmation that the designated person in "i" will implement and monitor the program in accordance with the guidelines set out by the apprenticeship board;
- iii. confirmation from the apprenticeship candidate that they will be available for all apprenticeship related training work except for cases of sick leave, holiday or banked overtime leave.

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c) Right to Continue

Once started in the program, the apprentice shall have the right to continue, providing they pass all of the prescribed tests. An apprentice may be subject to layoff, but cannot be bumped. However, in the fifth (5th), sixth (6th), seventh (7th) and eighth (8th) six-month period, an apprentice shall not be subject to layoff.

d) Selection

Selection of apprenticeship candidates will be based on the following considerations:

- i. Aptitude in areas pertinent to the trade. In general, aptitude will be determined by Apprenticeship Assessment Examination provided by the Apprenticeship Board of British Columbia. This exam may be supplemented by additional technical questions deemed appropriate to Town of Qualicum Beach operations.
- ii. Personal suitability including:
 - interpersonal skills
 - communication skills
- iii. Seniority

Prospective candidates will be tested on items "i" and "ii". The final test score shall be established using the following weights:

| | |
|-----------|------------|
| area "i" | 70% weight |
| area "ii" | 30% weight |

The selected candidate will be the most senior applicant who passes and whose overall score is within 10% of the highest score.

In the event that no candidate achieves a passing score, selection shall be made in accordance with Article 13.01 of the current Collective Agreement.

e) School Attendance

The Employer agrees to lay off the apprentice for the appropriate time periods to attend school in conjunction with the apprenticeship training program. Such layoff shall be made without regard to seniority.

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f) Remuneration

Apprentices shall be paid in accordance with the rates outlined below for all hours worked:

| | |
|----------------------------------------|------------------------------|
| 1 st six-month period | 70% of the Journeyman rate |
| 2 nd six-month period | 72.5% of the Journeyman rate |
| 3 rd six-month period | 75% of the Journeyman rate |
| 4 th six-month period | 77.5% of the Journeyman rate |
| 5 th six-month period | 80% of the Journeyman rate |
| 6 th six-month period | 82.5% of the Journeyman rate |
| 7 th six-month period | 85% of the Journeyman rate |
| 8 th six-month period | 90% of the Journeyman rate |

g) On Obtaining Certification

On obtaining certification as a Journeyman, the employee will be classified as such and paid the full rate provided the Employer's operational requirements are such that an additional Journeyman position is required. In the event an additional Journeyman position is not required, the employee may be laid off, with the ability to bump, pursuant to Article 15.02, but not into a Journeyman position in which he apprenticed. Payments shall be at the rate of the classification in which the work is actually done.

h) Collective Agreement

All provisions of the Collective Agreement shall be applicable to apprentices in this program with the exception of restrictions necessitated to conform with Section 1-1 (b) (iii) of this Letter of Agreement.

1-2 On the Job Training

The Employer will extend their equipment training program for the purpose of:

- a) upgrading present fleet operators;
- b) training employees to provide back-up operators for the Town's equipment.

The requirement for employees to be selected for training to provide back-up operators will be based on seniority, previous experience and those who have demonstrated personal initiative.

The Town considers it desirable to maintain a system of on-the-job training so that employees shall have an opportunity to qualify for promotion. Accordingly, employees will be allowed opportunities to learn the work of

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higher positions within the same department, division and shift during regular working hours when staff time is available by working together with

other employees for temporary periods without affecting the work schedule, salary or pay of the employees concerned; and by providing relief during periods of absence of employees in higher classifications. Articles of this contract related to payment while working in a higher rated position on a relief basis, shall apply.

1-3 Training Assessment Committee

The Parties hereby agree to form a joint Training Assessment Committee. The purpose of this Committee is to evaluate current programs, identify and prioritize future needs and to make recommendations for changes to existing activities as well as implementation strategies for future initiatives.

This Committee will consist of two (2) Management and two (2) Union representatives who will meet and report back to the Labour Relations Committee annually.

SIGNED for the Union:

SIGNED for the Employer:

Date

Date

LETTER OF AGREEMENT

between the

TOWN OF QUALICUM BEACH

and the

CANADIAN UNION OF PUBLIC EMPLOYEES,
Local 401

RE: EMPLOYMENT INSURANCE PREMIUM REDUCTION

In order to continue qualifying for the above noted premium reduction, the Parties agree to the following:

Notwithstanding Articles 21.07 (a) and 22.05, the Employer shall ensure that a minimum of one (1) day sick leave per month is available for each employee's personal sick leave usage.

In the event that the combined usage under Articles 21.07 (a) and 22.05 exceed six (6) days in a calendar year for an employee, the Employer shall deduct only five (5) days from sick leave accumulated in that calendar year and make the remaining deduction in the following calendar year.

SIGNED for the Union:

SIGNED for the Employer:

Date

Date

LETTER OF AGREEMENT

between the

TOWN OF QUALICUM BEACH

and the

CANADIAN UNION OF PUBLIC EMPLOYEES,
Local 401

RE: BENEFIT CHANGES

The Parties agree that:

The Employer shall provide the Union or any agent appointed by the Union with copies of the plan documents provided to it by the carriers for the benefit plans covered by Articles 25.02 and 25.04. During the term of the current Collective Agreement, the Employer shall not initiate changes to the benefits and/or benefit levels that are in effect under Articles 25.02 and 25.04 as at December 20, 2007 solely as means of reducing the premium costs it would otherwise be required to pay in order to provide these benefits or benefit levels. It is understood that this commitment does not apply in any way to changes that are initiated by the carriers that are general in nature, i.e. not specific to the Employer only.

SIGNED for the Union:

SIGNED for the Employer:

Date

Date

LETTER OF AGREEMENT

between the

TOWN OF QUALICUM BEACH

and the

CANADIAN UNION OF PUBLIC EMPLOYEES,
Local 401

RE: EXTENDED HEALTH BENEFITS AND EYE EXAMINATIONS

The Parties agree that, upon request, and proof of the seventy-five (\$75) dollars extended health deductible being paid by the employee (or part thereof) the Town will reimburse to each employee the difference between the deductible paid and twenty-five (\$25) dollars.

In addition, the Town will, upon request, and with proof of payment, reimburse to each employee the cost of routine eye examinations which are no longer covered by MSP, for those employees and their dependants in every twenty-four (24) month period.

SIGNED for the Union:

SIGNED for the Employer:

Date

Date

LETTER OF AGREEMENT

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Local 401

RE: QUALICUM BEACH CIVIC CENTRE STAFFING (SET-UP/TEAR-DOWN/DECORATION)

The following conditions apply when staff is hired to work specifically at the Civic Centre for the purpose of setting up, tearing down and decorating for the various events in the building.

1. That the rate of pay will be \$13.75 per hour.
2. The employees will be members of CUPE Local 401 categorized as "casual employees" who will be scheduled on an "as needed basis."
3. The provisions of the Collective Agreement will apply with the following exceptions: Articles 13 Seniority; 15 Layoffs; 21 Sick Leave and 25 Employee Benefit Plans.
4. The minimum callout for these positions will be two (2) hours.
5. These positions shall not replace the normal functions of the custodial staff for this facility.
6. In the event that there is a work shortage in the bargaining unit, these employees will be laid off first; and
7. Either party may opt out of this agreement with sixty (60) calendar days notice if either party is not satisfied with this arrangement.

SIGNED for the Union:

SIGNED for the Employer:

Date

Date

LETTER OF AGREEMENT

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TOWN OF QUALICUM BEACH

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Local 401

RE: RED-CIRCLED EMPLOYEES – PAY RATES

The Parties agree to the following red-circled employee wage rates. This Letter of Agreement is to be considered appended to the current Collective Agreement, section titled "Red-Circled Employees – Pay Rates". It is understood that the named employees are only red-circled at those wage rates while they are in the position indicated.

| Employee | 1 Jan 2011 Rate | 1 Jan 2012 Rate | 1 Jan 2013 Rate |
|------------------------------|--------------------------------|--------------------------------|--------------------------------|
| Custodian/Henry Ebert | 26.45 | 27.18 | 28.00 |
| Office Assistant/Vicki Lerch | 26.61 | 27.34 | 28.16 |

SIGNED for the Union:

SIGNED for the Employer:

Date

Date

LETTER OF AGREEMENT

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TOWN OF QUALICUM BEACH

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Local 401

RE: JOB COMPARISON

It is understood between the Parties that:

- All permanent employees who are red-circled shall receive all negotiated percentage increases;
- Labourer, Utility 1, Utility II and Utility III positions have natural progression with qualifiers as attached;
- Office Assistant Trainee, Office Assistant I, Office Assistant II and Office Assistant III positions have natural progression with qualifiers as attached.

DIRTY WORK AND SHIFT PREMIUM

The Parties agree that in lieu of separate classifications in Schedule A and the payment of dirty work premiums and shift premiums, employees shall progress in the following manner:

JANITORIAL/CUSTODIAL EMPLOYEES SHALL PROGRESS AS FOLLOWS:

LABOURER FIRST 9 MONTHS AFTER COMPLETING PROBATION
CUSTODIAN I AFTER 12 MONTHS

QUALIFIERS

| | |
|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Office Assistant Trainee | General Unskilled |
| Office Assistant I | In house 12 months experience |
| Office Assistant II | In house 24 months experience |
| Office Assistant III | In house 36 months experience |
| | Such qualifications as mutually agreed by the Parties (Qualifier to be reviewed by Parties) |
| Custodian I | In house 12 months experience |
| Custodian II | In house 36 months experience |
| | Building Service Worker Certificate Program from VIU or a similar accredited college or university |
| Secretary | Posted position |
| | Local Government Certificate from Capilano University, Camosun College or a similar accredited college or university |
| Accounting Clerk I | Posted position |
| Accounting Clerk II | Posted position |
| Engineering Tech I | Posted position |
| | Engineering Technician Diploma from BCIT or a similar accredited college or university |
| Engineering Tech II | Posted position ASCT Designation |
| Labourer | First 9 months after completing probation |
| Utility I | In house 12 months experience |
| Utility II | In house 24 months experience |
| | Air ticket and backhoe, loader or grader. Class 5 BC Driver's Licence with Air Endorsement. Skills test for parks and public works employees. Pesticide applicators license for parks employees. |
| Utility III | In house 36 months experience |
| | Horticulture or Turf certificate for parks employees. Such qualifications as mutually agreed by the Parties. (Qualifier to be reviewed by Parties) |
| Utility IV | Posted position Certified Arborist for parks employees Water Tech I or Sewer Tech I for public works employees |

| | |
|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Utility V | Posted position Attainment of both of the following requirements: <ul style="list-style-type: none">• Certified Arborist and Certified Tree Risk Assessor Or Attainment of the following requirements: <ul style="list-style-type: none">• Water Tech II, Certified Chlorine Handler and Cross Connection Control & Back Flow Prevention Tester as well as a skills test for computer applications Or Sewer Tech II (Qualifiers to be reviewed by Parties) |
| Trades I | Posted position Attainment of one of the following qualifications: <ul style="list-style-type: none">• General Mechanic ticket• Welding Ticket |
| Trades II | Posted position Attainment of both of the following requirements: <ul style="list-style-type: none">• General Mechanic ticket & Safety Fleet inspection certification; |
| Trades III | Posted position Trade Qualification Certificate (4 year apprenticeship program) 5 years of experience |
| Bylaw Enforcement Officer I | Posted position - Level I certification |
| Bylaw Enforcement Officer II | Posted position - Level II certification |
| Building Inspector I | Posted position - Level I certification |
| Building Inspector II | Posted position - Level II certification |
| Building Inspector III | Posted position - Level III certification |
| Working Foreman | Posted position |

SIGNED for the Union:

SIGNED for the Employer:

Date

Date

LETTER OF AGREEMENT

between the

TOWN OF QUALICUM BEACH

and the

CANADIAN UNION OF PUBLIC EMPLOYEES,
Local 401

RE: EMPLOYEE STATUS

The Employer agrees to the following, subject to operational needs and budget approval:

To Convert: One (1) Temporary Seasonal position to Full time, in the year 2012

One (1) Temporary Seasonal position to Full time in the year 2013

SIGNED for the Union:

Date

SIGNED for the Employer:

Date

LETTER OF AGREEMENT

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Local 401

RE: NIGHT SHIFT

Whereas the Employer has implemented a night shift, it has become necessary to draw up the conditions of employment as well as set the hours.

Therefore, the following shall apply:

1. There shall be two positions assigned to this classification. It is agreed that the Employer will convert the current seasonal employee (Dan Francoeur) in the position to full time on commencement of the 2011 night shift, as the conversion committed to by the Employer, for the Year 2012 in the Employee Status Letter of Agreement. The existing full time employee (Jason Gray), filling this position, will be re-assigned to straight day shift on commencement of the 2011 night shift.
2. It is understood that these are Labourer positions and the rate of pay shall be subject to the natural progression normal for that classification. Employees occupying the position shall begin at their current step of the progression when they post in. Employees applying from other classifications shall be given credit for their previous experience and qualifiers they possessed.
3. The current seasonal employee (Dan Francoeur), shall be given first opportunity, to fill vacant, permanent, straight day shift postings that arise within his classification. Subsequent vacancies created by this move shall be posted according to Article 14.

In the event that any employee working night shift is unable to perform their night time duties, that employee will be laid off until after April 1, subject to the Parties' obligations under the Human Rights Code.

4. The hours of work for these positions shall be in accordance with Article 16 with the following exceptions:

- a) Between the months of November and March, subject to operational needs and budget approval, the employees shall be assigned to 10 hour shifts, 8 p.m. to 6 a.m.
- b) The shift rotation shall be 4 consecutive days on followed by 4 consecutive days off.
- c) In lieu of overtime for the 2 hours per day beyond the normal 8 hour shifts, the Employer agrees to pay 80 hours per period in order to maintain the full time status of these positions.
- d) Overtime rates will apply as follows:
 - i) Time and one half after 10 hours for 2 hours and double time after 12 hours for daily overtime.
 - ii) After 80 hours in any two week period time and one half shall apply for the first 3 hours and double time shall apply thereafter.
 - iii) Work performed on statutory holidays shall be paid at the rate of double time.
 - iv) The Employer shall bank the number of statutory holidays that fall within the night patrol season to be used by employees as time off at a mutually agreeable time.

SIGNED for the Union:

SIGNED for the Employer:

Date

Date

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Local 401

RE: OVERTIME

1. Overtime shall be defined as all work in excess of the applicable normal and/or regularly scheduled work day or the applicable normal and/or regularly scheduled work week as set out in Article 16.

Overtime rates shall be time and one-half for the first three (3) hours and double time thereafter for each assignment.

2. Overtime or Call-out which does not abut the succeeding shift:
- a) When overtime is worked there shall be an elapsed time of eight (8) hours between the end of overtime and the time the employee reports for duty on the next regular shift, with no shortfall out of their regular shift.
 - b) In a call-out situation where at least three (3) hours which do not abut the succeeding shift are worked in the ten (10) hours preceding the start of the regular shift, there shall be an elapsed time of eight hours between the end of call-out and the time the employee reports for duty on their next regular shift, with no shortfall out of the regular shift.
 - c) If the elapsed eight (8) hour period following results in only two (2) hours or less of their regular shift available for work, employees shall not be required to report for work on that shift, with no shortfall.

SIGNED for the Union:

SIGNED for the Employer:

Date

Date

LETTER OF AGREEMENT

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TOWN OF QUALICUM BEACH

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Local 401

RE: TEMPORARY/SEASONAL LABOURER TRAINEE PROGRESSION

The Parties agree that:

Temporary/Seasonal Employees working as a Labourer Trainee in excess of six (6) months in a season and returning for a third season, shall progress to the Labourer rate at the commencement of the third season.

SIGNED for the Union:

SIGNED for the Employer:

Date

Date

PAY SCHEDULE Note: Schedule "A": 40 hrs per week/Schedule "B": 35 hrs per week

| Pay Grade | Job Title | Schedule | 01-Jan – 11 | 01-Jan – 12 | 01-Jan – 13 |
|-----------|------------------------------------------|----------|-------------|-------------|-------------|
| | | | 2.5% | 2.75% | 3% |
| | Student | A/B | \$15.41 | \$15.83 | \$16.31 |
| | Grant Worker/Labourer Trainee | A | \$20.07 | \$20.62 | \$21.24 |
| | Office Assistant Trainee | B | \$20.07 | \$20.62 | \$21.24 |
| 1 | Labourer | A | \$23.43 | \$24.07 | \$24.79 |
| | Office Assistant I | B | | | |
| 2 | | | \$23.57 | \$24.22 | \$24.95 |
| 3 | Custodian I | A | \$23.91 | \$24.57 | \$25.31 |
| 4 | | | \$24.25 | \$24.92 | \$25.67 |
| 5 | Office Assistant II | B | \$24.59 | \$25.27 | \$26.03 |
| 6 | Utility I | A | \$24.94 | \$25.63 | \$26.40 |
| | Custodian II | A | | | |
| 7 | | | \$25.25 | \$25.94 | \$26.72 |
| 8 | | | \$25.61 | \$26.31 | \$27.10 |
| 9 | Office Assistant III | B | \$25.93 | \$26.64 | \$27.44 |
| 10 | Utility II | A | \$26.27 | \$26.99 | \$27.80 |
| | Local Assistant Fire Commissioner (LAFC) | A | | | |
| 11 | Secretary | B | \$26.62 | \$27.35 | \$28.17 |
| 12 | | | \$26.96 | \$27.70 | \$28.53 |
| 13 | Accounting Clerk I | B | \$27.29 | \$28.04 | \$28.88 |
| 14 | Utility III | A | \$27.61 | \$28.37 | \$29.22 |
| 15 | Trades I | A | \$27.96 | \$28.73 | \$29.59 |
| | Utility IV | A | | | |
| | Bylaw Officer I | B | | | |
| | Accounting Clerk II | B | | | |
| | Engineering Tech. I | B | | | |
| 16 | | | \$28.32 | \$29.10 | \$29.97 |
| 17 | | | \$28.63 | \$29.42 | \$30.30 |
| 18 | Trades II | A | \$28.99 | \$29.79 | \$30.68 |
| | Utility V | A | | | |
| | Bylaw Officer II | B | | | |
| | Building Inspector I | B | | | |
| 19 | | | \$29.28 | \$30.09 | \$30.99 |
| 20 | | | \$29.64 | \$30.46 | \$31.37 |
| 21 | Trades III | A | \$29.99 | \$30.82 | \$31.75 |
| | Engineering Tech. II | B | | | |
| 22 | | | \$30.33 | \$31.16 | \$32.10 |
| 23 | Foreman / Working Foreman | A | \$30.66 | \$31.50 | \$32.45 |
| | Building Inspector II | B | | | |
| 24 | | | \$31.00 | \$31.85 | \$32.81 |
| 25 | | | \$31.35 | \$32.21 | \$33.18 |
| 26 | | | \$31.68 | \$32.55 | \$33.53 |
| 27 | | | \$32.02 | \$32.90 | \$33.89 |
| 28 | Building Inspector III | B | \$33.51 | \$34.43 | \$35.46 |