

COLLECTIVE AGREEMENT

BETWEEN

VILLAGE OF HARRISON HOT SPRINGS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 458

JANUARY 1, 2022 - DECEMBER 31, 2024

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This Agreement made this 1st day of January 2022

BETWEEN: VILLAGE OF HARRISON HOT SPRINGS
(Hereinafter called the "Employer")

Party of the first part;

AND THE CANADIAN UNION OF PUBLIC EMPLOYEES, (LOCAL NO.458)
Chartered by the Canadian Union of Public Employees and
affiliated with the Canadian Labour Congress (Hereinafter called the "Union")

Party of the second part.

ARTICLE 1 PREAMBLE

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

- a) To maintain and improve the harmonious and settled conditions of employment between the Employer and the Union
- b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment services etc.
- c) To encourage efficiency in operation
- d) To promote morale, well-being and security of all 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:

ARTICLE 2 DEFINITIONS

- a) **"Employee"** shall mean a person who is an "employee" as defined in the Labour Code of British Columbia.
- b) **"Probationary Employee"** shall mean a person serving an initial trial period of ninety (90) days worked from date of hire, to determine suitability for employment as a "regular employee".
- c) **"Regular Employee"** shall mean an employee, full and part time, who has successfully completed the probationary period and who is employed on a regular basis and is entitled to all benefits provided by the Collective Agreement, from date of hire.
- d) **"Time Durated Employees"** shall be defined as an employee other than a Probationary, Regular or Casual Employee, who is employed to augment the regular staff, or who is employed on a special project of limited duration not exceeding six (6) calendar months. Except in the case of maternity/parental leave where the time duration shall not exceed eighteen (18) months. Initial periods of appointment may be extended by mutual consent of the Employer and the Union, recorded in writing.
- e) **"Casual Employee"** shall be defined as an Employee of the bargaining unit not employed as a regular Full Time or Part Time employee. Casual Employees augment or provide relief for regular Employees who are absent due to illness, vacation, or other authorized leave of absence. Casual Employees have no regular set schedule of hours or shifts. Hours and shifts for these Employees will be set by the Employer, subject to operational requirements.
- f) Casual Employees will achieve Regular Part-Time Employee status if they work eighty-six (86%) of Part-Time hours monthly for twelve (12) consecutive months.
 - i. This shall not apply to Employees covering for other Employees on a Leave of Absence

ARTICLE 3 RECOGNITION AND NEGOTIATIONS

The Employer recognizes the Canadian Union of Public Employees, Local 458, as the sole and exclusive collective bargaining agency for all of its employees, save and except those excluded by the Labour Code of British Columbia, and hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationships between the parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purposes of instruction, experimenting, or in emergencies when regular employees are not available and provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or pay of any employee.

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

ARTICLE 4 MANAGEMENT RIGHTS

The Union recognizes that it is the function of the Employer to exercise the regular and customary functions of management and to direct the working forces of the Employer, subject to the terms of this Agreement. The question of whether one of these rights is limited by this Agreement may be decided through the Grievance Procedure.

ARTICLE 5 UNION SECURITY

All employees of the Employer, as a condition of continuing employment shall become and remain members in good standing of the Union, according to the Constitution and By-laws of the Union. All future employees of the Employer shall, as a condition of continued employment, become and remain members in good standing in the Union.

ARTICLE 6 CHECK-OFF OF UNION DUES

- a) The Employer shall deduct from every employee any monthly dues, initiations or assessments levied, in accordance with the Union Constitution and/or By-laws and owing by them to the Union.
- b) The Employer agrees to the check-off of all Union dues, fees and assessments levied in accordance with the Constitution and /or By-laws of the Union. The Union agrees to advise the Employer of the amounts of such Union dues and/or assessments as may be determined from time to time by the said Union. The Village, upon receipt of such advice from the Union, shall thereupon deduct from the earnings of the employees such dues, fees and assessments and shall forward to the Union the total of such amounts deducted together with a list of those employees from whom such deductions were made, such deductions to be remitted to the Union Treasurer not later than the fifteenth (15th) day of the following month.
- c) Upon receipt of thirty (30) days written notice from the Union, the Employer will thereafter remit such deductions to the CUPE National office with a copy to the Local Union Treasurer not later than the 15th of the following month.

ARTICLE 7 LABOUR/MANAGEMENT RELATIONS

a) 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.

b) Representation of Canadian Union

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance. On all such occasions, the Employer shall be informed by the representative of his presence and the reason for it.

c) Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than three (3) members of the Employer, as appointees of the Employer, and not more than three (3) members of the Union, as appointees of the Union. The Union will advise the Employer of the Union nominees to the Committee.

d) Labour/Management Committee

All matters of mutual concern pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions etc. shall be referred to the Labour/Management Committee for discussions and settlement.

e) Meeting of the Labour/Management 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.

f) Time Off for Meetings

- i. Any representative of the Union on the Bargaining Committee or the Labour Management Committee, who is in the employ of the Employer shall have the privilege of attending Committee Meetings held within working hours without loss of remuneration.
- ii. Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on negotiations with the employer with respect to a grievance or time off during working hours to complete Union financial transactions with the bank; it being understood that such absences require the prior approval of the employer and shall not be unreasonably withheld.
- iii. Meetings involving Union membership shall be held outside of regular working hours.

g) Technical Information

The Employer shall make available to the Union, on request, information required by the Union, such as job descriptions, positions in the bargaining unit, job classifications, wage rates, a breakdown of point ratings in job evaluation, pension and welfare plans and all other technical information and reports, records, studies, surveys, manuals, directives, or documents required for collective bargaining purposes.

ARTICLE 8 GRIEVANCE PROCEDURE AND ARBITRATION

Should any difference arise between the persons bound by this Agreement concerning its interpretation, application, operation, or any alleged violation thereof, including any question governing the dismissal or suspension of an employee bound by the Agreement, and including any question as to whether any matter is arbitrable, there shall be no stoppage of work on account of such difference and an earnest effort shall be made to settle the difference in the following manner.

8.01 Grievance Procedure

a) Step One

The employee involved shall first take up the grievance verbally with their immediate Supervisor, recognizing Article 3, within ten (10) working days from the time the Employee ought to have reasonably known of the event-giving rise to the grievance. The Supervisor shall notify the employee of their right to Union Representation at the meeting.

b) Step Two

If the grievance is not satisfactorily settled at Step One, the Grievance shall be presented in writing within ten (10) working days from the meeting at Step One to the appropriate Department Head who shall arrange a meeting within six (6) working days of receipt of the grievance. The Department Head shall provide a written response to the Union within ten (10) working days from the date of the meeting at Step Two.

c) Step Three

If the Grievance is not satisfactorily settled at Step Two, the Union may refer the grievance to the Chief Administrative Officer at Step Three within ten (10) working days from receiving the Step Two response. The Chief Administrative Officer may arrange a meeting within six working days. The Chief Administrative Officer shall reply in writing to the Union within ten (10) working days from the date of the meeting at Step Three.

d) Step Four

If the parties are not satisfied with the response at Step Three the grieving party may give written notice of arbitration to the other within fourteen (14) calendar days of receipt of the Step Three response.

8.02 Policy Grievance

Where a dispute involving a question of general application or general interpretation of the Agreement occurs, the Employer has a grievance, or a grievance on suspension of five (5) days or more, discharge, layoff or recall occurs, such grievances may be processed commencing at Step Three.

8.03 Arbitration

- a) The parties will appoint a single arbitrator to adjudicate any grievance moved to step 4 of the arbitration proceeding. Agreement to an arbitrator shall be made no later than fourteen (14) days after the grieving party gives written notice of its intention to proceed to arbitration.
- b) Upon mutual agreement, the parties may choose to appoint a three (3) person arbitration board composed of one (1) representative of the Union, one (1) representative of the Employer and a Chairman chose by the parties.
- c) The expenses and compensation of representatives for three (3) person arbitration panel shall be borne by their respective appointing parties. The expenses and compensations of the Chairperson shall be shared equally by the parties.

8.04 Time Limits

Where a stipulated time is mentioned in Steps One to Four the time may be extended by mutual consent of the parties.

ARTICLE 9 SENIORITY

a) 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.

Seniority for Part Time Employees and Full Time Employees with Part Time Service shall be based on days worked, with their date of hire (seniority date) adjusted on the following, four (4) hours or more equals one (1) day; less than four (4) hours equals half (½) a day; twenty-one (21) days equals one month.

b) 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 Local Union and copied to the Unit Chair in January and July each year. This can be sent to the Union electronically. The Union will provide the employer with the correct contact information.

c) Probationary Employees

Newly hired employees shall be considered on a probationary basis for a period of ninety (90) days worked from date of hiring. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement. After completion of the probationary period, seniority shall be effective from the original date of employment. Such probationary employment can be extended by mutual consent.

d) Casual Employees

Subject to the provisions below, Casual Employees shall be entitled to cumulative seniority from date of hire based on days worked with four (4) hours or more being equal to one (1) day; less than four (4) hours being equal to half (½) a day; and twenty-one (21) days being equal to one (1) month.

1. Casual Employees shall only be entitled to rely upon their cumulative seniority for the purpose of the Employer making an appointment to a posted vacant position pursuant to Article 10(d) of this Agreement.
2. Casual Employees shall lose their cumulative seniority in the event that they have not actively worked for the Employer for a period in excess of twelve (12) months.

e) Time Durated Employees

Time Durated Employees, during the period of time referenced in Article 2(d) shall be entitled to cumulative seniority from date of hire based on days worked with four (4) hours or more being equal to one (1) day; and less than four (4) hours being equal to half (½) a day; and twenty-one (21) days being equal to one (1) month.

f) Loss of Seniority

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.

g) Reasons for Loss of Seniority

An employee shall only lose their seniority in the event:

- 1) They are discharged for just cause and are not reinstated;
- 2) They resign;
- 3) They are absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
- 4) They fail 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;
- 5) They are laid off for a period longer than one (1) year;
- 6) Loss of seniority shall mean loss of all rights as an employee.

h) Transfers Outside Bargaining Unit

No Employee shall be transferred to a position outside the bargaining unit without their consent. It is understood and agreed that an employee who consents to transfer, for any reason, to a position which they know to be outside the bargaining unit shall not then initiate proceedings to have that position included in the bargaining unit.

- i. Casual employees shall serve a probationary period that is equal in length of time to the hourly equivalent of the probationary period that would be served by a fulltime employee in their classification.

ARTICLE 10 PROMOTIONS AND STAFF CHANGES

a) Job Postings

When a vacancy occurs or a new position is created within the bargaining unit, the Employer shall notify the Local Union and copy the Unit Chair in writing and will ensure the posting is placed in the Employer's offices, locker rooms, shops and on all bulletin boards for a period of one (1) week, in order that all members will know about the position and be able to make written application. It is agreed that vacant positions may be filled on a temporary basis for a period not exceeding thirty (30) days prior to a permanent appointment being made. This document can be sent to the Union electronically. The Union will provide the Employer with the contact information.

b) Information in Postings

Such notice shall contain the following information:

1. Current date;
2. Nature and status of position;
3. Required knowledge, skills and abilities;
4. Wage rate or range.

Those qualifications may not be established in an arbitrary or discriminatory manner.

c) Recognition of Seniority Both parties recognize:

- 1) The principle of promotion within the service of the Employer;
- 2) That job opportunity should increase in proportion to length of service.

d) Method of Making Appointments

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and has the required qualifications as per the current agreed job description. External applicants will only be considered if no internal applicants have the required qualifications. Appointments from within the bargaining unit shall be made within three (3) weeks of posting.

e) Trial Period

The successful applicant shall be placed on trial for a period of sixty-five (65) days worked. Conditional on satisfactory service, such trial promotion shall become permanent after the period of sixty-five (65) days. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds themselves unable to perform the duties of the new job classification, they shall be returned to their former position without loss of seniority and wage or salary. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position without loss of seniority and wage or salary.

f) Notification

The Employer agrees to notify the Local Union and copy the Unit Chair, in writing, when an employee covered by the Agreement is hired, promoted, demoted, transferred, laid off, recalled, resigns, is suspended, or is terminated. This document can be sent to the Union electronically. The Union will provide the Employer with the contact information.

ARTICLE 11 LAYOFFS AND RECALLS

Layoff and Recall 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 that the remaining employees are qualified to perform the work. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

No New Employees

No new employees will be hired until those laid off have been given an opportunity of re-employment.

Notice of Layoff

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

ARTICLE 12

Section 1 HOURS OF WORK

a) Outside Workers

The regular hours of work for outside workers shall be up to any five (5) consecutive days in a seven (7) day work period as scheduled, not to exceed thirty-seven and one half (37 ½) hours per week. The

regular hours of work shall be scheduled anytime between 6:00 am to 6:00 pm and shall not exceed seven and one half (7 ½) hours in any one (1) day, excluding a one half (½) hour unpaid meal break.

All work in excess of seven and one half (7 ½) hours per day or thirty-seven and one half (37 ½) hours per week will be paid for at the rate of double time. Overtime shall be calculated to the one half (½) hour. All hours worked on a Statutory Holiday or General Holiday, or on the normal second day of rest, shall be paid for at the rate of double time in addition to any holiday pay which may be payable.

Schedules will be posted a minimum of two (2) weeks prior to the first day worked.

b) Clerical/Inside Staff

The regular hours of work for clerical/inside staff shall be Monday to Friday, not to exceed thirty-five (35) hours per week. The regular hours of work shall be scheduled between the hours of 8:00 am and 4:30 pm and shall not exceed seven (7) hours in any one (1) day, excluding a one (1) hour unpaid meal break. All work in excess of seven (7) hours per day or thirty-five (35) hours per week will be paid for at the rate of double time. Overtime shall be calculated to the one half (½) hour. All hours worked on a Statutory Holiday or General Holiday, or on the normal second day of rest, shall be paid for at the rate of double time in addition to any holiday pay which may be payable.

c) Allocation of Overtime

1. Overtime shall be assigned as equally as practicable among the Employees of the department or building who are capable to perform the work that is available.
2. A list of overtime worked by Employees within a department or building shall be maintained and posted in each Department. This list shall be updated quarterly.
3. If no employee(s) willingly accepts the overtime work, the Employer has the right to assign overtime in reverse seniority, first to the most junior employee(s) capable of performing the required work.

d) No Work Available for Shift

Where an employee reports for a shift and no work is available, such employee shall be paid for a minimum of two (2) hours; and in the event the employee commences work, a minimum of four (4) hours shall be paid.

e) Call Out

An employee who is called from his residence to work outside of his regular working hours shall be paid at overtime rates of pay as provided in this Agreement, or a minimum of two (2) hours' pay at overtime rate of pay whichever is greater. Time worked shall be computed from the time the employee

commences to work until they have completed the work for which they were called out or until they are instructed to cease work.

f) Break Periods

All employees shall be permitted a rest period of fifteen (15) consecutive minutes both in the first and the second half of a shift.

g) Standby Pay

Employees who are authorized by their Employer to standby for extra duty shall be paid as follows:

Two (2) hours per sixteen (16) hour period Monday through Friday.

Three (3) hours per twenty-four (24) hour period on the first and second days off and Statutory Holidays.

h) Banking Overtime

The Employer and the Union agree that employees may bank, and thereafter use, overtime and/or standby entitlements up to a maximum of seventy-five (75) straight time hours in any calendar year. Such time may be taken as time off with pay upon request to and approval of the Employer. Alternatively, such time may be paid out at the request of the employee.

Time banked may not be carried forward into the following year, except in special circumstances agreed to between the Union and the Employer.

Time not taken or scheduled to be taken before the first pay period in December shall be paid out on the second pay period in December.

Section 2

a) Shift Premium

In recognition of the undesirable features of shift work, employees shall receive ten percent (10%) per hour additional compensation for all hours worked between 6:00 pm and 6:00 am. Shift premiums shall not apply in overtime situations or to call outs.

b) Shift Preference

Seniority shall determine shift preference, subject only to ability to perform the job required. Four (4) times per year employees will post into their regularly scheduled shifts for the following quarters:

- December (January-March)
- March (April-June)

- June (July-September)
- September (October-December)

Any employee who posts into a regularly schedule shift which includes Saturday or Sunday will not be eligible for the shift premium as per Article 12, Section 2 (c) (i).

c) Notice of Change of Shift

Under normal circumstances one (1) weeks’ notice shall be given to the employee affected before the employer implements a change to the employee’s shift. In the event of a sudden or unexpected change in circumstances, the Employer may change an employee’s shift after providing a minimum of seventy-two 72 hours’ notice of the change. Failure to provide a least fourteen (14) hours' rest between shifts which are being changed shall result in payment of overtime at established rates for any hours worked during such normal rest period.

- i. If there are changes made pursuant to Article 12 (2) (c) that result in an employee working a Saturday or Sunday not previously scheduled, the employee shall be paid a ten percent (10%) shift premium for all hours worked. This shift premium shall not apply in overtime situations or to call outs.

ARTICLE 13 STATUTORY AND GENERAL HOLIDAYS

It is the purpose of this Article to guarantee a minimum of thirteen (13) Statutory Holidays to all employees.

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

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

and any other day proclaimed by the Federal, Provincial or Municipal Government.

For the purpose of this section, all new employees hired by the Employer shall have worked for the Employer at least fifteen (15) working days in the thirty (30) calendar day period immediately prior to the Statutory Holiday.

a) Weekend Statutory Holidays

When any of the above noted holidays falls on a Saturday or Sunday and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be holidays for the purpose of this Agreement.

b) Holiday Pay

Employees who are not required to work on the above holidays shall receive holiday pay equal to one normal day's pay. Employees who are required to work shall be paid in accordance with Article 12, Section 1 (a) and/or Section 1 (b).

c) Holidays on Day Off

When any of the above noted holidays falls on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Employer.

ARTICLE 14 ANNUAL VACATIONS

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

a) Calendar Year

For the purpose of this section, calendar year shall be the period January 1st to December 31st inclusive.

b) Entitlement

Employees, during the first (1st) calendar year of service, shall accumulate one and one-quarter (1¼) working days for each completed month of employment or major fraction thereof, to a maximum of fifteen (15) working days. Employees shall receive an Annual Vacation equivalent to the accumulated working days at the employee's regular rate of pay or six percent (6%) of the employee's annual gross earnings, whichever is greater.

Employees who have been continuously employed for less than a twelve (12) month period, but are on the payroll at January 1st, shall be considered to have completed their first (1st) calendar year of service.

c) Continuous Service

- 3 weeks after 1 year or 6% of the gross annual earnings, whichever is greater.
- 4 weeks after five years or 8% of the gross annual earnings, whichever is greater.
- 21 days during 8th year or 8.4% of the gross annual earnings, whichever is greater.
- 22 days during 9th year or 8.8% of the gross annual earnings, whichever is greater.
- 23 days during 10th year or 9.2% of the gross annual earnings, whichever is greater.
- 24 days during 11th year or 9.6% of the gross annual earnings, whichever is greater.
- 25 days during 12th year or 10.0% of the gross annual earnings, whichever is greater.
- 26 days during 13th year or 10.4% of the gross annual earnings, whichever is greater.
- 27 days during 14th year or 10.8% of the gross annual earnings, whichever is greater.
- 29 days during 15th year or 11.2% of the gross annual earnings, whichever is greater.
- 30 days during 16th year or 11.6% of the gross annual earnings, whichever is greater.
- 35 days during 17th year and thereafter or 13.5% of the gross annual earnings, whichever is greater.

d) Additional Vacation in New Year

Where an employee becomes eligible for added vacation on January 1st in any year, the employee shall be entitled to such added vacation at the time of taking their annual vacation.

e) Statutory Holiday During Vacation

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

f) Continuous Vacation

An employee shall be entitled to receive their vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer.

g) Changes Within Vacation

Where an employee qualifies for sick leave, bereavement, or any other approved leave during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option. The employee shall produce a medical certificate from a qualified Medical Practitioner.

h) Vacation Scheduling

Annual vacations will be taken in the year in which the entitlement occurs unless it is unreasonable to do so. Where it is necessary for an employee's vacation to be carried into the following year, it shall be scheduled and taken within a period of time set by the Employer in consultation with the Union and the employee concerned.

Employees who wish to exercise seniority rights for vacation selection or are requesting three (3) or more consecutive weeks shall, between November 1st – 30th of each year, submit to the Employer their annual vacation requests for the following calendar year. The Employer shall post approved vacations for the following calendar year by December 15th of each year. Vacation requests for the following calendar year, which are received by the Employer after November 30th, shall be considered on a first received basis and shall not displace approved vacations. The Employer will accommodate vacation requests where it is reasonable to do so.

All vacation requests shall be submitted in writing to the Employer for approval not less than two (2) weeks prior to the requested vacation period except in the event of special circumstances where the request shall be made as far in advance as possible.

ARTICLE 15 SICK LEAVE PROVISIONS

a) Preamble

All employees upon completion of the probationary period shall be granted two (2) days' sick leave with pay every month of service retroactive to the date of hire. An employee shall be entitled to an accrual of all unused sick leave to a maximum of three hundred and sixty (360) days for their future benefits.

An employee shall be entitled to one (1) day's pay at the first (1st) pay period of the new calendar year at the rate of pay in effect December 31st for every three (3) sick leave days remaining to their credit from their annual sick leave entitlement of twenty-four (24) days at the end of each calendar year.

The number of gratuity days shall be deducted from the total sick leave balance for that year. The balance shall be cumulative for purposes of sick leave only to a maximum of three hundred and sixty (360) days.

In the event of death in service, all such accrued sick leave shall be paid to the employee's beneficiary.

Where an Employee receives compensation for time lost from work from any 3rd party, such as the Insurance Corporation of British Columbia (ICBC), WorkSafe BC, a court order, etc., any amounts paid by the Employer on behalf of the Employee for such situations, such as sick leave, for example, must be refunded to the Employer. Any costs incurred by the Employer and recovered from the 3rd party may also be repayable, such as the cost of benefits for example. The Employer shall thereupon reinstate the sick leave credits represented by the repayment of wages and recover its cost for benefits or other items previously paid for by the Employer. Credits will be reinstated at the rate at which they were paid.

b) Sick Leave Defined

Sick Leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, exposed to contagious disease, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

c) Sick Leave During Leave of Absence

When an employee is given leave of absence without pay for any reason, or is laid off due to lack of work, they shall not receive sick leave credit for the period of such absence but shall retain their cumulative credit.

d) Extension of Sick Leave

Notwithstanding the foregoing sections, the Employer may grant further periods of sick leave in special circumstances. Such periods shall not normally exceed eighteen (18) working days and shall be recovered by the Employer as the employee earns additional credits and, moreover, if not repaid, shall be deducted from wages if or when the employee loses status as an employee for any reason.

e) Deductions from Sick Leave

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave as defined. Sick Leave of less than a full working day shall be deducted on an hourly basis.

f) Proof of Illness

An employee may be required to produce a certificate from a qualified Medical Doctor for any illness in excess of three (3) working days, certifying that such employee is unable to carry out their duties due to illness, or non-compensable accident. The Employer shall pay the cost of any medical certificate requested by the Employer.

g) Sick Leave Records

A record of all unused Sick Leave will be kept by the Employer. Immediately after the close of each calendar year, each employee shall be advised of the amount of Sick Leave accrued to their credit.

h) Sick Leave for Family Illness

When no one other than the employee can provide for the needs of an immediate member of their family, an employee shall be entitled, after notifying his Employer, to use a maximum of five (5) days accumulated Sick Leave Days per year to care for the member of the family who is ill, provided that the employee deliver to the Employer a written statement confirming that there is no other person other than the employee available for providing care.

On a case by case basis, family illness leave with or without pay may be granted under certain circumstances at the discretion of the Employer.

i) Responsibility to Report

An employee shall be required to report in, to their manager, at least one (1) hour prior to the commencement of their shift unless the expected total period of absences has already been made known to the Employer. When such period has elapsed, or is expected to be exceeded, however, the Employee shall report before their first working day following the stated period to their manager. Failure to follow the reporting procedure may result in discipline unless proof of extenuating circumstances can be produced which made reporting impractical.

j) Abuse of Sick Leave

Proven abuse of sick leave shall be deemed cause for discipline.

ARTICLE 16 SERVICE SEVERENCE PAY

a) Severance Pay

It is agreed and understood that "Service Severance Pay" shall be paid to employees of the Employer on the following basis:

Employees retiring from the service of the Employer shall be paid at the rate of four (4) days' pay for each year of service with the Employer up to a maximum of forty (40) days.

For the purpose of "Service Severance Pay," the following definitions shall apply:

b) Retirement

Shall be defined as an employee leaving the service of the Employer in accordance with the provisions of the Public Sector Pensions Act and shall apply to all employees as though contributing under the said Act, provided they retire at the retirement ages permitted in the Public Sector Pension Plans Act.

c) Days Pay

Shall be defined as pay for one (1) day at the current rate of pay for the classification in which the employee was regularly employed.

ARTICLE 17 LEAVE OF ABSENCE

a) For Union Business

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance.

b) Leave for Union Duties

It is agreed that official representatives of the Union be granted Leave of Absence without pay, to attend Union Conventions or perform any other function on behalf of the Union and its affiliation, provided that not more than two (2) Union Representatives shall be away at any one time. Such Leave of Absence shall not affect the employee's seniority and/or benefits contained in this Agreement.

It is agreed that any employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, may be granted Leave of Absence without pay and without loss of seniority by the Employer for a period up to one (1) year and may be renewed each year on request during their term in office.

c) Bereavement Leave

An employee shall be granted up to five (5) working days' leave without loss of salary or wages in the case of death of a parent, spouse, brother, sister, or child; or up to three (3) working days leave without loss of salary or wages in the case of death of a mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchild, or grandparent. On a case by case basis, leave with or without pay may be granted in the case of death for family members not listed above dependent on circumstances. Where the burial occurs outside the province, leave to travel may be granted, such leave may not exceed seven (7) working days of absence and shall be without pay.

d) Pallbearers' Leave

One (1) day's leave shall be granted without loss of salary or wages to attend a funeral as a pallbearer.

e) General Leave

The Employer shall grant Leave of Absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer. Such approval shall not be withheld unjustly.

f) Jury Court Witness Duty or Coroner's Inquest

The Employer shall grant a leave of absence without loss of seniority to an employee who serves as a Juror or Crown witness in any court. The Employer shall pay such an employee the difference between his normal earnings and the payment he receives for Jury Service or Court Witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received to the Employer.

g) Parental Leave

Three (3) working days with pay shall be provided upon birth or adoption of a child.

h) Other Leaves in the Employment Standards Act

Employees are entitled to request other leaves where they are provided for in the *Employment Standards Act*, including, without limitation, maternity, parental, family responsibility, compassionate care leave, critical illness or injury leave, and leave respecting domestic or sexual violence and any other applicable leave under Part 6 of the *Employment Standards Act*.

Unless a greater entitlement is provided for the same leave in this Agreement, the Employer will grant such leaves in accordance with the requirements of the *Employment Standards Act*.

i) Continuation of Benefit Coverage for Employees

- i. Employees on unpaid leaves exceeding thirty (30) calendar days, will not be entitled to benefit coverage, other than as mandated by law (i.e., Employment Standards Act, as amended).
- ii. Despite the above and should the carrier of the Employer's Benefit Plan permit, the Employer will provide employees on unpaid leave(s) exceeding thirty (30) calendar days with the option of continuing benefit coverage by paying the Employer the cost of the premiums required to maintain such coverage.

ARTICLE 18 PAYMENT OF WAGES AND ALLOWANCES

a) Pay Days

The Employer shall pay wages in accordance with the Wage Schedule attached hereto and forming part of this Agreement. On each payday each employee shall be provided with an itemized statement of his wages and deductions.

b) Equal Pay for Equal Work

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

c) Part Time Employees

Regular Part Time employees shall receive the wage rates, conditions of employment, and perquisites specified in this Agreement on a pro-rata basis according to their hours of work.

d) Pay During Temporary Transfers

When an employee temporarily substitutes in or performs the principal duties of a higher paying position at a flat rate of pay, they shall receive the rate of the job. When an employee temporarily substitutes in or performs the principal duties of a higher paying position for which a salary range has been established, they shall receive the rate in the salary range which is next higher to their previous rate. When an employee is assigned to a position paying a lower rate, such employee shall incur no reduction in pay.

e) Temporary Assignments

Employees temporarily assigned to positions outside the scope of this Collective Agreement shall be paid from the first day in the Temporary Assigned Position, ten percent (10%) above the assigned employee's regular classification rate. In each assignment the employee shall be notified in writing in advance of the temporary assignment.

f) Meal Allowance

Employees required to work more than two (2) hours overtime beyond a regularly scheduled shift, or more than five (5) hours of overtime not connected to a regularly scheduled shift shall be provided with a meal by the Employer, or remuneration of twenty-five dollars (\$25.00).

g) Course Instruction

1. The Employer may pay the full cost of any Course of Instruction required by the Employer for an employee to be qualified to perform a job.
2. Fifty percent (50%) shall be paid on enrolment and the balance shall be paid upon successful completion of the course.
3. Should the Employee not successfully complete the course, they agree to reimburse the Employer.
4. Should the employee leave the service of the Employer prior to two (2) years then the Employer shall have the right to a refund, on a pro-rated basis from the employee.

Example:

Course Cost	Employee Leaves	Refund
\$200.00	18 months	$\frac{1}{4} \times \$200 = \50.00

h) Rates for Charge Hands

A Charge Hand is one who over and above their regular work, supervises two or more employees, but remains under the supervision of a Foreman. While so employed, Charge Hands shall receive not less than ten percent (10%) above the highest rates classification under their supervision.

i) Professional Fees and Licenses

The Employer shall pay Professional Fees for any employee who is required by the Employer to be a member of Professional Association, and Licence for any employee who is required to be licensed, other than motor vehicle licence.

j) Mileage Allowance

Mileage rates paid to employees using their own automobiles for the Employer's business shall be reimbursed at the rate established by the Council of the Village of Harrison Hot Springs from time to time for the Council's Mileage Allowance.

As a condition of employment, the Employer does not require anyone to own a car. When transportation is required, the employee may, with the approval of the Employer elect to use their own car at the approved mileage rate. If an employee does not elect to use their own car, or if they do not own a car, the Employer will, if necessary, provide alternative transportation appropriate to the occasion. Should

the mileage allowance of Council be increased, the rate set out in the Collective Agreement would increase by the same amount.

k) First Aid Premium

An employee who is designated and scheduled by the Employer to carry out the duties of a first aid attendant, and holds a valid occupational first aid certificate, recognized under the Worker's Compensation Act and/or regulations, shall receive a premium payment of sixty cents (\$0.60) per hour worked.

The premium applies to the work hours during which the employee is designated by the employer to be on duty as the first aid attendant and is not included in the calculation of any overtime or any other premium payment for which the employee is eligible.

l) Dirty Pay

Employees performing any assigned work where they come in contact with sewage biohazardous and organic waste shall receive an additional one dollar (\$1.00) per hour over their regular classified rate of pay, with a minimum two (2) hours' pay. This provision shall also apply to employees while removing animal carcasses.

Dirty Pay shall not apply to the Utilities Technician and the Utilities Supervisor, and subject to other job descriptions.

ARTICLE 19 JOB CLASSIFICATION AND RECLASSIFICATION

a) Job Descriptions

The Employer agrees to draw up Job Descriptions for all classifications for which the Union is bargaining agent. These Descriptions shall be presented to the Union and shall become the recognized Job Descriptions. In the event of a dispute being raised by the Union concerning the contents of the Job Descriptions, the Union shall be entitled to file a grievance pursuant to Article 8.03 of this Agreement within thirty (30) days of being provided the disputed Job Description(s).

Classifications and Job Descriptions so established shall not be eliminated without prior agreement with the Union.

b) Changes in Classification

When the duties or volume of work in any classification are changed or increased, or where the Union and/or an employee feels they are unfairly or incorrectly classified, or when any position not covered by the Schedule "A" is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

ARTICLE 20 WELFARE BENEFITS

a) Pension Plan

- i. Employees will be eligible for enrollment in the Municipal Pension Plan in accordance with that Plan’s rules, as may be revised from time-to-time.
- ii. The Parties acknowledge that they are bound by the provisions of the Municipal Pension Plan and are not entitled to amend or deviate from the terms and rules of the Plan. Subject to compliance with the terms and/or rules of the Municipal Pension Plan, the parties agree to the following:
 - Overtime paid out in the same period in which it is earned is considered pensionable salary;
 - Deferred or banked overtime is only pensionable if taken as paid time off.

b) Group Medical and Insurance Benefits and Dental Plan for Employees

The Employer agrees that, as a condition of employment and upon completion of an employee's probation period, each eligible employee shall be required to participate in the following benefits;

- i. Medical and Surgical Benefits through the Medical Services Plan of BC.
- ii. Extended Health and Dental benefits as outlined in the carrier’s policy, or booklet where applicable, as may be amended from time-to-time by the carrier.

Extended Health

Annual Deductible \$100

Reimbursement Levels:

In-Province 80% up to \$1,250 in benefits paid, 100% thereafter

Out-of-Province 100% Lifetime Maximum \$1,000,000

Paramedical Practitioners:

Massage \$750

Chiropractor \$750

Physiotherapist \$750

Psychologist \$500

Acupuncture \$500

Vision Care \$600 per 2 calendar years

Eye Exams \$75 per 2 calendar years

Dental:

Annual Deductible None

Reimbursement Levels

Basic 100%

Major 60%

Orthodontia 50%

Maximums

Basic No Maximum

Major No Maximum
Orthodontia \$2,500 Lifetime
Health Care Spending Account = Not Offered
Annual Allocation = Not Applicable
ASO Expense Charge = Not Applicable

Extended Health Care includes:

- Eyeglass and Laser Eye Surgery coverage up to six hundred dollars
- \$600.00) on a two (2) year cycle.
- Hearing Aid coverage shall be provided for employees and dependents in the amount of five hundred dollars (\$500.00) on a five (5) year cycle
- Dental Plan coverage for each eligible employee and eligible dependent
 - Plan A- 100%
 - Plan B - 60%
 - Plan C Orthodontic - 50% to a lifetime maximum of two thousand, five hundred dollars (\$2,500.00).
 - Dental Plan will also provide coverage option of white fillings for all teeth.
- The Employer will arrange with the carrier to have a direct pay drug card provided to all eligible employees.

The cost of the premiums for these benefits shall be borne one hundred percent (100%) by the Employer

The Employer reserves the right to change insurance carriers during the term of the Agreement provided that equal or better coverage is obtained.

c) Welfare Benefits for Probationary, Casual and Time Durated

- i. **"Probationary Employees"** shall be entitled to all benefits provided by the Collective Agreement, from date of hire except the following Welfare Benefits
 - a. Article 20 (a) Pension Plan, unless eligible under Municipal Pension Plan rules
 - b. Article 20 (b) Group Medical and Insurance Benefits and Dental Plan
 - c. Article 20 (f) Group Life Insurance.
- ii. **"Casual Employees"** shall not be entitled to fringe benefits. However, Casual Employees shall receive fourteen percent (14%) in lieu of benefits on each paycheque (such payment being inclusive of such items as statutory holidays, annual vacations, and other fringe benefits).
- iii. **"Time Durated Employees"** shall not be entitled to fringe benefits during the first six (6) calendar month period but shall receive fourteen percent (14%) in lieu of benefits on each paycheque (such payment being inclusive of such items as statutory holidays, annual vacation, and all other fringe benefits). Time Durated Employees completing six (6) calendar months worked shall be entitled to all fringe benefits other than those

where an initial time limit is required retroactive to the date of hire and will no longer receive the fourteen percent (14%) payment in lieu of benefits.

d) Supplementation of Compensation Award

An employee prevented from performing their regular work with the Employer on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Workers' Compensation Act, shall receive from the Employer the difference between the amount payable by the Workers' Compensation Board and their net pay on the basis of "No Loss - No Gain" to the employee. One-quarter ($\frac{1}{4}$) day shall be deducted from the Sick Leave of any employee for each day of W.C.B. Compensation.

e) Legislation

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

f) Group Life Insurance

The Employer agrees to pay one hundred percent (100%) of the premium for Group Life Insurance. The plan provides for seventy-five thousand dollars (\$75,000.00) coverage.

g) General Provisions

With respect to paragraphs (b) and (f) above, all benefit plan coverage, terms, conditions, and specific eligibility requirements shall at all times be subject to and governed by the actual terms and conditions of the Plan provided by the carrier, as may be amended from time-to-time by the carrier. The Employer agrees that the level of benefit coverage provided to employees pursuant to paragraphs (b) and (f) above shall not be reduced without the mutual agreement of the Union.

Any change to the Plan by the carrier must be presented to the Employees and the Union.

Provided that the Employer fulfills its responsibility to pay its portion of the premiums for the applicable benefit coverage, the Employer cannot be held responsible or liable for the rejection of any claim by the carrier.

ARTICLE 21 SAFETY AND HEALTH

a) Co-operation on Safety

The Union and the Employer shall co-operate in continuing and perfecting regulations which will afford adequate protection to employees engaged in hazardous work.

b) Health and Safety Committee

A Health and Safety Committee shall be established and comprised of two (2) Employer representatives and two (2) Union representatives. The Union shall advise the Employer at the start of each calendar year the names of the two (2) representatives.

c) Meetings of Committee

The Health and Safety Committee shall hold regular meetings to review all safety related matters. Minutes of all Health and Safety Committee Meetings shall be recorded, and copies of such Minutes shall be sent to the Employer and the Union.

d) Safety Measures

Employees working in any unsanitary or dangerous jobs shall be supplied with all the necessary tools, safety equipment and protective clothing when needed.

e) Protective Clothing

- 1) Raingear, Rubber Boots and Work Gloves are to be provided for all employees on Proof of Need.
- 2) Safety Boot Allowance shall be two hundred and fifty dollars (\$250.00) per person once per year maximum, on proof of purchase subject to proof of need as determined by the Employer.
- 3) The Employer will provide separate protective clothing, if required, to an employee for work with respect to water services and for work with respect to sewer services.
- 4) The Employer shall issue two (2) sets of Coveralls or general work clothing per year to all Outside Work Crews to a maximum of one hundred and fifty dollars (\$150.00) per set.
- 5) The Employer will provide to employees any personal protective clothing and equipment which is required by WorkSafe BC to be provided by the Employer.

f) No Disciplinary Action

An employee shall not be disciplined for refusing to carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance, or equipment if that employee has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person. The Parties agree that Section 3.12 of the B.C. Occupational Health and Safety Regulation, as may be amended from time-to-time, shall be followed in the event that an employee refuses to perform unsafe work pursuant to this Article. (A copy of Section 3.12 of the Occupational Health and Safety Regulation is attached as Appendix "A" to this Collective Agreement for informational purposes.)

g) Investigation of Accidents

The Union shall be notified immediately of any work-related accident or injury to an employee. The Employer shall undertake an investigation into the cause of any workplace accident or injury as required under the B.C. Workers Compensation Act. In particular, the investigation process shall be in accordance with section 174(1) of the Workers Compensation Act, as may be revised from time-to time, which provides that the investigation must be carried out by persons knowledgeable about the type of work involved and, if they are reasonably available, with the participation of the Employer or a representative of the Employer and a worker representative on the Safety and Health Committee.

h) Pay for Injured Employees

An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at their regular rate of pay without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

i) Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Employer.

ARTICLE 22 TECHNOLOGICAL AND OTHER CHANGES

a) Union Notification of Changes

Sixty (60) days before the introduction of any technological or other changes, or methods of operation which affect the rights of employees, conditions of employment, wage rates or work loads, the Employer shall notify the Union of the proposed change.

Any such change shall be made only after the Union and the Employer have reached an agreement on such change through collective bargaining. If the Employer and the Union fail to agree on the results of the change, the matter shall be referred to the Grievance Procedure of this Agreement.

b) No Dismissals

No regular employee shall be dismissed by the Employer because of Mechanization or Technological Changes. An employee who is displaced from their job by virtue of Technological Change or improvements will suffer no reduction in normal earnings and will be given the opportunity to fill other vacancies according to seniority.

c) Training Programme

In the event that the Employer should introduce new methods or machines which require new or greater skills than possessed by employees under the present methods of operation, such employees shall, at the expense of the Employer, be given a minimum period, not to exceed one (1) year, during which they may perfect or acquire the skills necessitated by the new methods of operation. There shall be no change 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.

d) Additional Training

Should the introduction of new methods of operation create a need for the perfection or acquisition of skills requiring a training period longer than one (1) year, the additional training time shall be a subject for discussion between the Employer and the Union.

e) No New Employees

No additional employees shall be hired by the Employer until the employees already working shall be notified of the proposed Technological Change and allowed a training period to acquire the necessary knowledge or skill for retaining their employment.

ARTICLE 23 JOB SECURITY

a) Contracting Out

The Employer agrees that employees shall not be laid off nor have their hours of work reduced, nor shall the bargaining unit be eroded as a result of Contracting Out work or services.

ARTICLE 24 GENERAL CONDITIONS

a) Proper Facilities

Proper facilities as set out in the current Worker's Compensation Act shall be provided for employees to have their meals and keep and change their clothes.

b) Bulletin Boards

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

c) Letters of Discipline

The Employer shall not rely upon any letter of discipline that has been placed on the file of an Employee after the expiration of two (2) years from the date that the letter of discipline was issued, provided there

have not been any further disciplinary infractions by the Employee during that period and provided that the applicable letter of discipline is not material to any pending disciplinary action against the Employee.

d) Job Sharing

Proposals for job sharing arrangements will be considered on a case-by-case basis.

Job sharing arrangements shall not be entered into unless the terms of the arrangement are acceptable to both the Employer and the Union.

Each job sharing arrangement shall stand on its own merits and shall not constitute a precedent for any future job sharing proposals.

e) Harassment

The Union and the Employer recognize the right of employees to work in an environment free from all forms of harassment including sexual harassment and personal harassment. The Employer shall take such actions as are necessary respecting anyone engaging in harassment.

Sexual harassment includes sexually oriented verbal or physical behavior which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment. Such behavior could include, but is not limited to:

touching, patting or other physical contact; leering; staring or the making of sexual gestures; demands for sexual favours; verbal abuse or threats; unwanted sexual invitations; physical assault of a sexual nature; distribution or display of sexual or offensive pictures or material; unwanted questions or comments of a sexual nature; practical jokes of a sexual nature.

To constitute sexual harassment, behavior may be repeated or persistent or may be a single serious incident.

Sexual harassment will often, but need not be accompanied by an expressed or implied threat of reprisal or promise of reward.

Sexual harassment refers to behavior initiated by both males and females and directed towards members of either sex.

Personal harassment includes verbal or physical behavior that is discriminatory in nature, and may be based upon another person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, sexual orientation or gender identity. It is discriminatory behavior, directed at an individual, which causes substantial distress in that person and serves no legitimate work-related purpose. Such behavior could include, but is not limited to:

physical threats or intimidation; words; gestures, actions, or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person; distribution or display of offensive pictures or materials.

To constitute personal harassment, behavior may be repeated or persistent or may be a single serious incident.

Personal harassment does not include actions occasioned through the exercising in good faith of the Employer's supervisory rights and responsibilities.

ARTICLE 25 PRESENT CONDITIONS AND BENEFITS

a) Present Conditions to Continue

It is agreed that any general conditions presently in force, which are not specifically mentioned in this Agreement and are not contrary to its intentions, shall continue in full force and effect for the duration of this contract.

b) Continuation of Acquired Rights

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation, or regulation shall invalidate any portion of this Agreement, or if there is an amalgamation, annexation, merger or other structural change of the Employer, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the employees shall remain in existence and either Party, upon written notice to the other, may require the Parties to meet, as soon as possible, to negotiate mutually agreeable provisions to be substituted for the provisions of this Agreement which have been rendered invalid. If mutually agreeable provisions cannot be achieved through negotiations, either Party shall be entitled to refer the matter to arbitration pursuant to Article 8.02 of this agreement.

ARTICLE 26 CROSSING OF PICKET LINES DURING STRIKE

a) Legal Picket Lines

No employee will be required to enter any building or property where a Picket Line is in evidence when such Picket Line is established under either the Statutes of the Province of British Columbia or the Statutes of the Dominion of Canada, excepting for the purpose of maintaining essential services or in cases of emergencies when requested by the Employer and his Union Local.

ARTICLE 27 GENERAL

a) Plural or Feminine Terms May Apply

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.

ARTICLE 28 WORKPLACE VIOLENCE

a) Definition of Violence

Any incident in which an employee is abused, threatened or assaulted during the course of their employment. This includes the application of force, threats with or without weapons, severe verbal abuse and persistent sexual and racial harassment.

b) Reporting Violent Incidents

The parties agree that all cases of violence whether involving major injury, minor injury, threats, verbal abuse or sexual and racial harassment, must be reported to the Employer and to the Joint Union/Management Health and Safety Committee.

c) Development of Policies Against Violence

The parties agree to develop explicit policies for dealing with the problem of violence. The policy will address the prevention of violence, the management of violent situations and the provision of support to employees who have faced violence. The policies detailing the organization and arrangements for dealing with the problems will be part of the Employer's Health and Safety Policy. The violence policy will be brought to the attention of all employees.

ARTICLE 29 TERM OF AGREEMENT

This Agreement shall be for the period from and including January 1st, 2022, up to and including December 31st, 2024 and from year to year thereafter, subject to the right of either party to the Agreement, at any time within four (4) months immediately preceding the date of the expiry of this Agreement (December 31st, 2024) or immediately preceding the last day of December in any year thereafter, by written notice, to require the other party to the Agreement to commence collective bargaining.

Should either party give written notice as aforesaid, all terms and conditions of this Agreement shall remain in full force and effect during bargaining for a renewal agreement.

During any period of strike or lockout, the terms and conditions of this Agreement shall be suspended.

If a strike or lockout is terminated before a renewal Agreement becomes effective, the terms and conditions of this Agreement shall be in full force and effect until a renewal Agreement becomes effective.

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

The Seal of the Village of Harrison Hot Springs is hereto affixed in the presence of its Officers:	The Seal of the Canadian Union of Public Employees, Local 458, is hereto affixed in the presence of its proper Officers:
MAYOR 	ACTING PRESIDENT 
CORPORATE OFFICER 	LOCAL 458 COMMITTEE MEMBER 
	LOCAL 458 COMMITTEE MEMBER 
	LOCAL 458 COMMITTEE MEMBER 

VILLAGE OF HARRISON HOT SPRINGS

WAGE SCHEDULE

Pay Grade	Position	2022	2023	2024
		3.75%	4.0%	4.25%
1	<ul style="list-style-type: none"> • Washroom Attendant • Rink Attendant 	\$19.60	\$20.38	\$21.25
2	Casual Clerk Receptionist	\$25.71	\$26.74	\$27.88
3	<ul style="list-style-type: none"> • Clerk Receptionist I • Labourer I 	\$30.25	\$31.46	\$32.80
4	<ul style="list-style-type: none"> • Clerk Receptionist II • Labourer II 	\$31.18	\$32.42	\$33.80
5	Labourer III	\$32.28	\$33.57	\$35.00
6	<ul style="list-style-type: none"> • Equipment Operator • Treatment Plant Operator • Parks, Trails Horticulture Technician	\$33.38	\$34.71	\$36.19
7	Accounting Clerk	\$34.48	\$35.86	\$37.38
8	Utility Technician General work associated with Water and Wastewater Treatment, Water Distribution and Collection System. With Level 1 Water or Wastewater Operator's Certificate - (Base Rate) With Level 2 Water or Wastewater Operator's Certificate - + \$1.00/hour With Level 3 Water or Wastewater Operator's Certificate - + \$2.00/hour With Level 4 Water or Wastewater Operator's Certificate - + \$3.00/hour	\$34.62	\$36.01	\$37.54
9	Public Works Supervisor	\$43.45	\$45.19	\$47.11
10	Utilities Supervisor	\$45.91	\$47.75	\$49.78

A. TREATMENT PLANT OPERATOR

An employee doing general operations, maintenance and testing at the Treatment Plant shall be paid Equipment Operator Rates unless already being paid at a higher rate.

B. LABOURER AND EQUIPMENT OPERATOR RATES

These rates are based on the following understanding:

Labourer 1 - Beginning Labourer

Labourer 2 - Paid to a regular employee after one (1) year accumulated service as Labourer I (which includes any continuous service as Labourer I in a Time Duration position).

Labourer 3 - Paid to a regular employee after five (5) years accumulated service as a Labourer II (which includes any continuous service as Labourer II in a Time Durated position). Primarily labour work with some large equipment operation.

Equipment Operator - Primarily equipment operations with some labour work.

C. CLERK RECEPTIONIST RATES

These rates are based on the following understanding:

Clerk Receptionist - Beginning Clerk Receptionist

Clerk Receptionist II - Paid to a regular employee after one (1) year accumulated service as Clerk Receptionist (which includes any continuous service as a Clerk Receptionist in a Time Duration position).

PROBATIONARY RATE FOR THE CASUAL CLERK RECEPTIONIST

Eighty-five percent (85%) of the Standard negotiated rate for the classification(s) in which employees work during their probationary period.

VILLAGE OF HARRISON HOT SPRINGS APPENDIX "A"
OCCUPATIONAL HEALTH & SAFETY REGULATION - B.C REG 296/97
REFUSAL OF UNSAFE WORK

Procedure for Refusal

3.12

(1) A person must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.

(2) A worker who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to subsection (1) must immediately report the circumstances of the unsafe condition to his or her supervisor or employer.

(3) A supervisor or employer receiving a report made under subsection (2) must immediately investigate the matter and

- (a) ensure that any unsafe condition is remedied without delay, or
- (b) if in his or her opinion the report is not valid, must so inform the person who made the report.

(4) If the procedure under subsection (3) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the supervisor or employer must investigate the matter in the presence of the worker who made the report and in the presence of

- (a) a worker member of the joint committee
- (b) a worker who is selected by a trade union representing the worker, or
- (c) if there is no joint committee or the worker is not represented by a trade union, any other reasonably available workers selected by the worker.

(5) If the investigation under subsection (4) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the supervisor, or the employer, and the worker must immediately notify an officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.