

COLLECTIVE AGREEMENT

BETWEEN:

DISTRICT OF COLDSTREAM

District of



Coldstream

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 626

VERNON CIVIC EMPLOYEES' UNION



JANUARY 1, 2024 - DECEMBER 31, 2026

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**AGREEMENT BETWEEN:
THE DISTRICT OF COLDSTREAM
(hereinafter called the "District")
and
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 626 – VERNON CIVIC EMPLOYEES'
(hereinafter called the "Union")**

ARTICLE 1 PREAMBLE

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

1.01 Maintain Existing Harmonious Relations

To maintain the existing harmonious relations and settled conditions of employment between the District and the Union.

1.02 Recognize Mutual Value

To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages.

1.03 Encourage Efficiency

To encourage efficiency in operation.

1.04 Promote Morale

To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

1.05 Rights of Management

Except as otherwise provided in the Agreement, the management, supervision, and control of the District's operation, the direction of the working force and the establishment and enforcement of rules of conduct for employees remain an exclusive Management function. Any other rights of Management not specifically mentioned in this Agreement and not contrary to its terms shall continue in full force and effect.

1.06 Exclusions from the Bargaining Unit

The following employees are excluded from the bargaining unit:

- Chief Administrative Officer
- Director of Corporate Administration
- Director of Financial Administration
- Director of Infrastructure Services
- Director of Development Services
- Deputy Corporate Officer
- Executive Assistant
- Building Official
- Operations Superintendent, Utilities

Operations Superintendent, Public Works & Parks
Protective Services Manager
Community Facilities Manager

NOW THEREFORE, the Parties agree as follows:

ARTICLE 2 RECOGNITION AND NEGOTIATIONS

2.01 Bargaining Agent

The District or anyone authorized to act on its behalf recognizes the Union as the sole collective bargaining agency for its employees classified and covered by this Agreement and hereby consents and agrees to negotiate with the Union or any authorized Committee thereof, in any and all matters affecting the relationship between the parties of the Agreement, looking toward a peaceful and amicable settlement of any differences that may arise between them.

ARTICLE 3 NO DISCRIMINATION

3.01 No Discrimination

The District, its servants and agents agree that there shall be no discrimination, interference, restriction, or coercion with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, layoffs, recall, discipline, or discharge. There shall be no discrimination by reason of race, creed, age, sex, colour, national origin, physical or mental disability, political or religious affiliation, or place of residence, nor by reason of their membership or activity in the Union.

3.02 Harassment-free Work Environment

- a) Employees have the right to work in a harassment-free work environment.
- b) The Bullying and Harassment provisions of applicable legislation are included in and form part of this Agreement.

ARTICLE 4 MAINTENANCE OF MEMBERSHIP AND CHECK-OFF OF UNION DUES

4.01 Union Membership

The District agrees that as a condition of continued employment by the District, all employees who are now members of the Union, and all employees who hereafter become members of the Union or are reinstated as members of the Union, shall maintain membership in the Union in good standing for the duration of this Agreement.

4.02 Union Dues

The District agrees that it will, during the life of this Agreement, deduct from the pay of all employees covered by the bargaining unit, such dues and assessments as are authorized by regular and proper vote of the membership

of the Union, and to transmit the total of the amount so deducted to the Secretary-Treasurer of the Union each month, along with a list of the employees in respect of whom such deductions have been made.

ARTICLE 5 THE DISTRICT SHALL ACQUAINT NEW EMPLOYEES

5.01 New Employees

The District agrees to acquaint new employees with the fact that an Agreement between the parties is in effect, and with the conditions of employment set out in Article 4 dealing with the Union Maintenance of Membership and Dues Check-Off.

5.02 Contract Booklets

Contract booklets will be printed and the cost of such printing will be shared equally between the District and the Union.

ARTICLE 6 LABOUR/MANAGEMENT COMMITTEE

6.01 Membership

A Labour/Management Committee shall be appointed and consist of not more than four (4) members of the District as appointees of the District and not more than four (4) members of the Union as appointees of the Union.

The Union will advise the District of the Union nominees to the Committee and it is mutually agreed that it is desirable that the Committee appointees be the same appointees as appointed under Article 7.01 - Negotiating Committee.

Each party shall have the right to have an additional member in attendance from time to time on specific subjects upon notification to the other party.

6.02 Meetings of Committee

In the event of either party wishing to call a meeting of the said Committee, the meeting shall be at a time and place fixed by mutual agreement. However, such meeting date shall be arranged not later than ten (10) calendar days after the request has been given.

ARTICLE 7 LABOUR MANAGEMENT NEGOTIATIONS

7.01 Negotiating Committee

A Negotiating Committee shall be appointed and consist of not more than four (4) members of the District as appointees of the District and not more than four (4) members of the Union as appointees of the Union. The Union will advise the District of the Union nominees to the Committee and it is mutually agreed that it is desirable that the Committee appointees be the same appointees as appointed in Article 6 - 6.01 Labour Management Committee.

7.02 Additional Representatives

Each party to this Agreement shall have the right to have the assistance of a representative(s) when dealing or negotiating with the other party.

7.03 Meetings of Committee

In the event of either party wishing to call a meeting of the said Committee, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting date shall be arranged not later than ten (10) calendar days after the request has been given.

7.04 Function of Negotiating Committee

All matters of mutual concern pertaining to collective bargaining shall be referred to the said Committee for discussion and settlement.

7.05 Time Off for Meetings

Any representative of the Union of the said Committee who is in the employ of the District, shall have the privilege of attending meetings of the said Committee held within working hours without loss of remuneration.

ARTICLE 8 EMPLOYEES DEFINED

8.01 Regular Full-Time Employees

- a) A Regular Inside employee shall mean and include an employee who is available and works in a full time position on an ongoing basis and whose normal work day shall be as outlined in Article 15.01(a).
- b) A Regular Outside employee shall mean and include an employee who is available and works in a full time position on an ongoing basis and whose normal work day and work week shall be as outlined in Article 15.01(b).

8.02 Regular Part-Time Employees

A Regular Part-Time Employee shall mean and include an employee who is engaged to work, on an ongoing basis, less than the normal work week or less than the normal work day.

Part-Time seniority will accumulate on the basis of hours worked.

A Regular Part-Time Employee working the equivalent of three (3) normal work days in a normal work week will be entitled to all benefits as provided Regular Full-Time Employees on a pro-rata basis.

A Regular Part-Time Employee working less than the equivalent of three (3) days, shall be paid seventeen and one-half (17.5%) percent in lieu of vacation, general holidays and benefits, and such in-lieu sum shall be payable on every second (2nd) Friday.

8.03

Temporary Employees

A Temporary Employee is a person who is employed for a particular season or for a specified period of time to fill a position which is available due to absence of an employee or to meet work load requirements. The period of employment for any Temporary Employee shall not exceed eight (8) consecutive months. Upon mutual agreement between the parties, the eight (8) month maximum may be extended. A Temporary Employee shall not be eligible for seniority except as provided by Article 9.02 and shall receive seventeen and one-half (17.5) percent of their total earnings in lieu of vacation, general holidays, and benefits, and such in lieu sum shall be paid on every second (2nd) Friday.

A Temporary Employee may be employed provided that it does not result in layoff or reduction in the regular earnings of any regular full-time or regular part-time employee within the department [i.e. (A) Inside/(B) Outside], where the Temporary Employee is hired, or in failure to recall those regular employees who are able to perform the work.

A Temporary Employee shall not be eligible for Sick Leave entitlements (except as provided by the Employment Standards Act) or posting privileges.

A Temporary Employee employed for a particular season will be laid off at the end of each seasonal assignment and may be rehired, without posting, to the classification assignment to which they were previously hired.

8.04

Educational Work Experience Employees

An Educational Work Experience employee shall mean an employee who may be employed on a full-time basis for a specified period of time, and is attending an educational institution, and who intends to return to an educational institute on a full-time basis in the subsequent year.

An Educational Work Experience Employee may be employed provided that it does not result in layoff or reduction in the regular earnings of any employee within the department [i.e. (A) Inside/(B) Outside], where the Educational Work Experience employee is hired or in failure to recall those regular employees who are able to perform the work. The minimum rate of pay shall be established in Schedule "A".

Educational Work Experience employees, shall not be eligible for seniority, benefits, sick leave entitlement, (except as provided by the Employment Standards Act), or posting privileges, and shall receive seventeen and one-half (17.5) percent of total earnings in lieu of vacation, general holidays, and benefits, and such in lieu sum shall be paid on every second (2nd) Friday.

ARTICLE 9

SENIORITY

9.01

Seniority Defined

Seniority is length of service with the District within the Bargaining Unit of the Union. Seniority shall operate on a bargaining unit wide basis except for the

purpose of layoffs and recall, when it shall be divided into Inside and Outside Employee groups.

9.02 Seniority for New Employees

All new employees shall be hired on probation. For all employees other than those noted below, the probation period shall be sixty (60) days worked from the date of hiring.

For the following employees, the probationary period shall be one hundred and twenty (120) days worked from the date of hiring:

- Accounting Clerk 1 (Inside)
- Working Road Maintenance/Drainage Foreman (Outside)
- Working Utilities Foreman (Outside)
- Mechanic (Outside)
- Equipment Operator 2 (Outside)
- Utility Operator 2 (Outside)
- Planner (Inside)
- Working Parks Foreman (Outside)

Upon mutual agreement between the District and CUPE, all newly hired employees' probation period may be extended for a further forty (40) days worked. The employment of such employees may be terminated at any time.

During this probationary period, employees shall be entitled to all rights and privileges as set out in the Agreement, except with respect to Sick Leave (Article 21) and Benefits (Article 22). Upon completion of the probationary period, an employee shall be entered on the seniority list as of their original date of employment, and the employee's status shall be regarded as Regular.

An employee defined as Temporary or Educational Work Experience Employees, under Article 8, shall not acquire seniority unless and until they become a Regular Full-Time employee or Regular Part-Time employee, in which event their name will be entered on the Seniority list as of the date of regular full-time employment or Regular Part-Time employment, or should a Temporary or Educational Work Experience Employee become a Regular Full-Time employee or Regular Part-Time employee without a break in service from their current Temporary or Work Experience employment, their seniority date will be back-dated, giving credit for all days worked within the previous six (6) months.

9.03 Seniority List

An up-to-date Seniority List shall be available to the Union and posted on all bulletin boards in January of each year. This list shall be subject to correction upon proper representation by the Union.

9.04 Seniority During Absence

If an employee is absent from work because of sickness, accident, layoff, or leave of absence approved by the District, the following shall apply:

- a) if a leave of absence is approved by the District for an employee who is capable of working, their seniority shall not accrue;
- b) if a leave of absence is approved by the District for an employee who, for reasons of health, is not capable of work, their seniority shall accrue;
- c) if an employee is laid off, their seniority shall accrue;
- d) employees on Long Term Disability will continue to accrue seniority for a maximum two-year period, at which time the employee will remain on the Seniority List, but will not accumulate seniority until such time as the employee is able to return to work.

9.05 Loss of Seniority

An employee shall only lose seniority in the event they:

- a) are discharged for just cause and are not reinstated;
- b) resign;
- c) fail to report from layoff within the seven (7) days after the issue of the registered letter, unless their absence was due to sickness or other just cause and the onus of proof shall be on the employee.
- d) have been on a layoff of twenty-four (24) consecutive months. Continuation of benefits will cease after twelve (12) months on layoff, as outlined in Article 22.07(b).

9.06 Military Service

In the event of this country being at war, the seniority of any employee serving the Canadian Armed Forces shall continue to accrue by reason of such service, provided they seek re-employment within ninety (90) calendar days from the date of discharge.

In the event that such employee is covered by superannuation, the District agrees to make the regular superannuation payments on behalf of such employee during their period of active service.

9.07 Retention of Seniority - Non-Bargaining Unit Positions

No employee shall be transferred outside the bargaining unit without their consent. Such an employee shall have the right to return to their position within the bargaining unit during their probation period (not to exceed six (6) months). Upon confirmation in the non-bargaining unit position, no further bargaining unit seniority shall accrue.

ARTICLE 10 LAYOFFS AND REHIRINGS

10.01 Layoff Order

Both parties recognize that job security should increase in proportion to length of service. In the event of layoff, Temporary, Educational Work Experience Employees and probationary employees, shall be laid off first within their respective classifications, and thereafter employees shall be laid off within their respective classifications, in reverse order of seniority, providing the remaining employees are qualified to perform the work available.

Seniority shall prevail on the basis of Inside and Outside Staff division, for the purposes of layoff, recall, and bumping.

10.02 Notice of Layoff

- a) The District shall notify Regular Employees of layoff as follows:
 - 1) Regular hourly paid employees, in writing fourteen (14) calendar days before layoff is effective;
 - 2) Temporary Employees, verbally twenty-four (24) hours before layoff is effective.
- b) When the District exercises the right to layoff it may, instead of the required notice, pay the employee the regular rate of pay equal to the un-worked period of notice required.
- c) After layoff, it shall be the responsibility of the employee to keep the District and the Union informed of their current contact information through which they may be contacted on short notice. All reasonable efforts shall be made by the District and the Union to contact them in the event that a return to work is imminent. Accordingly, if contact is not possible on short notice, a registered letter notifying them of a return to work nevertheless would be mailed. If short notice contact fails, the employee would be passed over temporarily.

10.03 Recall

- a) Employees shall be recalled from layoff in order of seniority, provided they are able to perform the work available and subject to Article 9.05(c).
- b) When emergent or short-term work of five (5) working days or less occurs, the District may, with mutual agreement of the Union, recall employees out of "order of seniority" and the provision of Article 10.03(a) shall not apply.

10.04

Bumping

An employee whose position is subject to layoff or reduction of hours shall be entitled to bump an employee with less seniority, provided the employee is qualified to perform the duties of the position occupied by the employee with less seniority. If an employee is in the process of preparing for the required qualifications at the time of notice of layoff or bumping, the employee shall be allowed to bump provided the qualifications are achieved before the scheduled date of assuming the position. The laid off employee, whether part-time or full time, may bump either a part-time or full-time employee.

The employee shall exercise the right to bump by informing the District of their choice(s) within five (5) working days of receiving notice of layoff. Where an employee declines to exercise the right to bump, the right shall be forfeited for that layoff or reduction.

Where an employee exercises the right to bump and subsequently is unable to perform adequately the duties of the position, the employee shall have the right to bump only an employee with less seniority whose position the employee is qualified to fill.

ARTICLE 11 PROMOTIONS AND STAFF CHANGES

11.01 Posting of Positions

Prior to any staff changes or promotions being made for positions covered by the terms of this Agreement, the District shall notify the Union in writing, stating the staff change or promotion intended for that position. In addition the District shall notify the Union, in writing, of the creation of, or proposed creation of, any position which will be covered by the terms of the Agreement.

A notice of the position(s), shall be posted by the District within ten (10) working days of a position becoming vacant if said position is to be filled. If a position is not to be filled, the District shall so advise the Union within ten (10) working days of a position becoming vacant. Should such a position be required at a later date, the District shall so advise the Union and post the position within ten (10) working days of advising the Union. The notice shall be posted on all bulletin boards for a minimum of five (5) working days in order that all members of the Union will know about the position(s) and have the opportunity to make written application. Such notice shall contain the following information:

- a) nature of the position(s);
- b) required knowledge, abilities and skills;
- c) required qualifications (education and experience);
- d) wage or salary rate or range;
- e) any other pertinent information.

If any employee, in writing, indicates to their Supervisor and Secretary of the Union, prior to going on vacation or leave of absence, their intent to apply for an anticipated job posting, they will be considered for such posting.

Where a temporary position occupied by a regular employee is terminated, the employee shall revert to the employee's regular position.

11.02 Lack of Work in Posted Classification

When 'lack of work' occurs in a specific posted classification other than Labourer, which may result in a reassignment of duties of employees within that classification, the reassignment of duties shall be the subject of discussion at the Labour/Management Committee level, and the following conditions shall apply:

- a) reassignment of duties shall require a minimum of ten (10) days written notice during which time an employee may exercise their right to bump an employee with less seniority;
- b) reassignment of duties shall be by seniority within the classification affected by the "lack of work";
- c) the employee being reassigned shall have the right to bump employees having less seniority, within the respective Inside, Outside, Staff division, and having regard for the ability to perform the duties of the job involved and the employee shall accept the duties of the position bumped into at the rate of pay provided for that classification;
- d) an employee who has been reassigned shall return to their original classification when work becomes available. All employees affected in the reassignment shall also revert back to their original classification held prior to reassignment;
- e) should said reassignment ultimately result in lay-off, that lay-off shall be strictly in accordance with the provisions of Article 10.01 of this Agreement.

11.03 Method of Making Appointments

Both parties recognize that job opportunities should increase in proportion to length of service. Promotions, demotions and transfers shall be made on the basis of seniority, provided the employee concerned possesses the necessary qualifications, skills, knowledge and ability to efficiently fill the job requirements.

The successful applicant shall be placed on a trial period of sixty (60) working days. If the employee's qualifications are not deemed to be satisfactory, the trial period may be extended by mutual agreement.

In the event the successful applicant proves unsatisfactory in the position, or requests to return to their former position, during the trial period, they shall be returned to their former position without loss of seniority or previous salary, and 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 or previous salary. If the performance has proven satisfactory, the District shall confirm the employee in that position.

Appointments to be posted pursuant to Article 11.01 of this Agreement, shall be made within one (1) calendar month of the expiration of the notice, unless otherwise mutually agreed to by both parties.

11.04 Salary/Wage Rates on Appointments

On promotion to a higher rated position, the successful applicant's hourly rate will be adjusted to the hourly rate applicable to the new position.

11.05 Union Notification

The Union shall be notified, in writing, of all appointments, hirings, layoffs, rehiring and terminations of employment. A printed copy of the notification will be provided to the Unit Chair.

11.06 Retirement

Retirement shall be defined as an employee leaving the service of the District under the following conditions:

- a) following attainment of their minimum retirement age as established under the *Pension (Municipal) Act*; or
- b) upon receipt of a disability allowance in accordance with the provisions of the *Pension (Municipal) Act*.

ARTICLE 12 DISCHARGE, SUSPENSION AND DISCIPLINE

12.01 Discipline

An employee shall have the right to have the Unit Chairperson or Union representative present at any discussion with supervisory personnel concerning disciplinary action in relation to that employee. Where a supervisor intends to interview an employee for disciplinary purposes, they shall notify the employee of the purpose of the interview in advance so that the employee may contact a representative to be present at this interview. In the event of pending suspension or discharge the District will require the Unit Chairperson, or another representative appointed by the Union for this purpose, to be present at any meeting with the charged employee. If this procedure is not adhered to, all such action is deemed to be grieved and won.

12.02 Disciplinary Action

The following procedures shall apply to oral and written warnings:

- a) an immediate supervisor and/or department head may orally warn an employee of unacceptable behaviour or performance. In an oral warning, the employee shall be advised of the probable consequences of continuance of the action which caused the oral warning to be given;
- b) a written warning shall state the specific reason for the warning and shall indicate the probable consequences if the unacceptable behaviour or performance is continued by the employee. The employee shall be requested to sign and date the warning notice at the time it is given to them as acknowledgement as to having read the warning. If the employee refuses to sign the warning, a notation to that effect shall be made by the supervisor on the file copy of the notice.

12.03 Procedure for Discharge or Suspension

Discharge or suspension of an employee shall be for just cause. Just cause shall not include the refusal of an employee to cross the picket line of a legal strike, or refusal to deal with any business establishment involved in a legal strike.

The Union President, Unit Chairperson, and the employee shall be advised promptly, in writing, of the reasons for such dismissal or suspension. Any grievance as a result of the above shall commence at Step #3 of the grievance procedure.

12.04 Access to Personnel Files

The District agrees that all employees will have access to their personnel file and may review same in the presence of the Chief Administrative Officer. To obtain access to their personnel file, the said employee will forward the appropriate request in writing to the Chief Administrative Officer who will deal with the said request within a reasonable time. Any employee may respond in writing to any report on their personnel file and such response will become a part of the file.

12.05 Removal of Prior Discipline

An employee may request in writing that any formal written record of previous discipline issued by the Employer be removed from their personnel file after twenty-four (24) months following the date that the record was placed on file, provided that no other disciplinary offense has occurred during that period.

ARTICLE 13 GRIEVANCE PROCEDURE

13.01 Grievance Committee

The District acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of three (3) members who shall be employees of the District. The names of the members of such Committee shall be communicated to the District in writing.

13.02 Permission for Unit Chairpersons

It is understood that the Union's Unit Chairperson shall be permitted to discuss informally with the supervisor of the departments, matters which may affect the welfare of the department(s) as a whole.

13.03 Definition of Grievance

Any difference arising between the District and the Union relating to the dismissal or discipline of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including a question as to whether a matter is arbitrable, shall be resolved, without stoppage of work, in accord with this Article, in order to provide an orderly and speedy procedure to settle a difference.

13.04 Steps to Settle Grievance

An earnest effort shall be made to settle grievances promptly in the following manner:

Step 1:

The employee and the immediate supervisor will attempt to settle the matter. If the employee so wishes, the employee may be accompanied by a Unit Chairperson or Union Representative. From the time this step is commenced, they shall have 10 (ten) working days to settle the matter at this step.

Step 2:

Within fifteen (15) working days following the completion of Step 1, the grievance shall be provided in writing, indicating the alleged breach of the Agreement and the proposed resolution.

The employee, and a Unit Chairperson or Union Representative, and the Department Head shall attempt to settle the matter. From the time the written grievance is received, they shall have ten (10) working days to settle the matter at this step. The response to the grievance shall be in writing.

Step 3:

Within ten (10) working days following the completion of Step 2, the grievance and response to Step 2, shall be provided in writing to the Chief Administrative Officer. From the time this step is commenced the Union and the Chief Administrative Officer shall have ten (10) working days to settle the matter. The response to the grievance shall be in writing.

Step 4:

If the grievance is not settled at Step 3, within ten (10) working days after the dispute was first discussed with the Chief Administrative Officer, the Union or the District may refer the dispute to Arbitration.

13.05 Launching Grievance

Step 1 of the Grievance Procedure must be launched within thirty (30) calendar days of the time the matter arose.

13.06 Place of Meetings

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

13.07 Policy Grievance

Where a dispute involves a matter of general application or interpretation, the Union or the District may launch the grievance as Step 3.

13.08 Amending of Time Limits

The time limits fixed in this article (13) may be extended by consent, in writing, of the Parties, which agreement shall not be unreasonably denied.

ARTICLE 14 ARBITRATION

14.01 Arbitration

After the grievance procedure has been followed either party may request that a grievance be submitted to arbitration. The request shall be made in writing addressed to the other party of the Agreement.

Within five (5) working days thereafter, the submitting party shall provide the names of three (3) arbitrators to the other party for its consideration and selection by mutual agreement.

If the parties fail to agree upon a single arbitrator to hear the matter in a timely fashion, the appointment shall be made by the Minister of Labour upon the request of either party.

14.02 Arbitration Procedure

The Arbitrator shall determine the procedure to be followed, but shall give full opportunity to all parties to present evidence and make representations to it.

14.03 Decisions of the Arbitrator

The decision of the Arbitrator shall be final and binding on all parties, but in no event shall the Arbitrator have the power to alter, modify or amend this Agreement in any respect. Should the parties disagree as to the meaning of the decision, either party may apply to the Arbitrator to reconvene the hearing to clarify the decision, which the Arbitrator shall do at the earliest opportunity.

14.04 Expenses of the Arbitrator

Each party shall pay one-half (1/2) of the fees and expenses of the Arbitrator.

14.05 Witnesses

At any stage of the grievance or arbitration procedures, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements shall be made to permit the conferring parties or the arbitrator(s) to have access to any part of the District's premises to view any working conditions which may be relevant to the settlement of the grievance.

14.06 Three Person Arbitration Board

Notwithstanding the foregoing, the parties may mutually agree, on a case by case basis, to the appointment of a three (3) person Arbitration Board, who will be governed by the provision of Article 13 the same as a single arbitrator.

ARTICLE 15 HOURS OF WORK

15.01 Normal Work Day - Normal Work Week

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

a) Inside Employees:

The normal work day (day shift) shall consist of a scheduled period of seven (7) hours of work between the hours of 8:00 a.m. and 5:00 p.m. The normal work week shall consist of five (5) such consecutive days.

b) Outside Employees:

The normal work day (day shift) shall consist of a scheduled period of eight (8) hours of work between the hours of 7:00 a.m. and 5:00 p.m. The normal work week shall consist of five (5) such consecutive days.

15.02 Exemptions to Normal Work Day, Normal Work Week and Other Conditions of Employment

In order to carry on the services of the District, it is recognized that certain exemptions to the normal work day and the normal work week, as defined in Article 15.01 are necessary. Such exemptions, the hours and days of work, and any other special conditions of employment applicable to the employees referred to therein, shall be as set out in Schedule "A" of the Agreement, or as mutually agreed to by both parties.

15.03 Shifting General

In the event an employee is required to work other than the normal work day, or normal work week, the Union and the employee shall receive a minimum of five (5) days written notice before the intended commencement of shift. For seasonal activities of an emergent nature the precise timing of which is unknown (including but not limited to snow removal and related activities), the District may give an employee eight (8) hours verbal notice for an early start shift, providing the employee is agreeable to such shift upon notification.

15.04 No Split Shifts

- a) No seven (7) hour work day for inside employees shall be spread over a period longer than eight (8) hours, including not more than one (1) hour off for lunch.
- b) No eight (8) hour work day for employees other than inside employees shall be spread over a period longer than nine (9) hours, including not more than one (1) hour off for lunch.

15.05 Minimum Hours - Part-Time Employees

In the event of an employee starting work in any day and being sent home before they have completed four (4) hours, they shall be paid for four (4) hours.

In the event that an employee reports for work, but is sent home before commencing work, they shall be paid for two (2) hours at regular rates.

15.06 Rest Periods

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

b) All regular full time and regular part time inside employees will be entitled to a non-paid one (1) hour lunch period.

All regular full time and regular part time outside employees will be entitled to a non-paid one-half (1/2) hour lunch period.

c) An employee who is on overtime call out shall be entitled to a paid fifteen (15) minute rest period after each completed two (2) hours of overtime work, provided such work is to extend for a period of time in excess of the said two (2) hours.

d) An employee who is required to remain at work following the end of their normal work day shall be entitled to a paid thirty (30) minute meal break at the completion of two (2) hours of overtime work, provided such work is to extend for a period of time in excess of two (2) hours, and another meal break after every four (4) additional consecutive hours completed. Notwithstanding this, a meal allowance of fifteen dollars (\$15.00) shall be paid if any such meal break is not taken.

e) An employee who is called out and is required to work four (4) hours shall be entitled to a paid thirty (30) minute meal break, provided that such overtime work is to extend for a period in excess of four (4) hours, and another meal break after every four (4) additional consecutive hours completed. Notwithstanding this, a meal allowance of fifteen dollars (\$15.00) shall be paid if any such meal break is not taken.

ARTICLE 16 OVERTIME

16.01 Overtime Defined

All time worked beyond the normal scheduled work day and the normal scheduled work week, or on a holiday, at the request of the Management, shall be deemed as overtime.

16.02 On call Employees

Employees, who are required by the Employer to be on call during their off-duty hours in order to ensure their availability to respond to call-outs, shall be paid the following on call rates: two (2) hours straight time pay per calendar day for being on call on a regularly scheduled work day (i.e. days during which the employee works a regularly scheduled shift) and four (4) hours straight-time pay per calendar day for being on call on regularly scheduled rest days (i.e. days during which the employee does not work a regularly scheduled shift) and on general holidays. On call employees must respond to call-outs that occur during their on-call period(s). In addition to receiving on call pay under this article 16.02, on call employees shall be paid on the basis of article 16.05 when they are actually called out to work.

16.03 Overtime/On call - Normal Work Day

All work in excess of eight (8) hours per day for Outside employees and seven (7) hours per day for Inside employees shall be paid for at time and one-half (1½x) the regular hourly rate for the first (1st) hour of overtime and double (2x) the regular hourly rate thereafter.

16.04 Overtime/On call - Normal Work Week

All time worked in excess of the normal weekly hours shall be paid for at double (2x) the regular rate of pay for those hours in excess of the normal hours in any one (1) week.

16.05 Overtime/On call - Call Out

An employee called out to work outside normal scheduled working hours shall be paid at double (2x) the regular rate of pay; and shall be paid for a minimum of two (2) hours.

The two (2) hour minimum pay as it applies to that employee shall include all additional call outs occurring within the two (2) hour period from the commencement of the first (1st) call out.

16.06 Early Start Overtime

No employee shall be sent home during a normal scheduled work day to compensate for early start overtime. However, if requested by the employee and approved by the District, the employee may be permitted to leave work prior to the end of the normal work day without pay, and such request will not be unreasonably denied.

An employee required to work before the commencement of their normal work day shall be paid overtime rates of double (2x) time for the period up to the commencement of the normal work day. The provisions of Article 17.03 "Shift Premium" shall not apply.

16.07 Overtime Authorization

There shall be no overtime worked without prior District authorization.

16.08 Employee's Election of Payment Method

An employee working overtime or on call for which they are entitled to be paid under the terms of Articles 16.01 to 16.06, shall elect to be paid for such overtime or on call in accordance with the following:

- a) such overtime or on call to be paid out at the appropriate rates; or
- b) the option to receive time off in lieu.

Election of method of payment shall be made by the employee at the time the overtime is reported.

16.09 Scheduling of "In Lieu" Time Off

- a) Requests for "in lieu" time off shall be made at least ten (10) working days prior to the desired period of time off, except for sickness or emergency. The District shall have the right to defer a request for "in lieu" time off.
- b) Requests for "in lieu" time off received prior to March 1st for time off after March 1st, will not be approved until all of the employee's vacation time has been scheduled. There is no assurance that all banked overtime (in lieu) may be taken as time off, however, the District will, subject to workload, attempt to accommodate requests.

16.10 General

- a) All "in lieu" time compensation, either for time off or payments in lieu thereof, shall be based on the actual wage rate of the employee at the time the "in lieu" accruals were earned.
- b) An employee may request payment for outstanding "in lieu" credits at any time, subject to the Payroll Department receiving two (2) weeks advance notice.
- c) Pay out of "in lieu" time outstanding shall be made October 31st, or the first (1st) payroll following, in each year.
- d) An employee will only be allowed to accumulate to a maximum of one hundred twenty (120) hours of in lieu time, with any further time being paid out at the appropriate overtime rate.

ARTICLE 17 PAYMENT OF WAGES AND ALLOWANCES

17.01 Wage Rates - Pay Periods

The District shall pay wages in accordance with Schedule "A" every second (2nd) Friday. All Schedules are attached hereto and form part of this Agreement. Each employee shall be provided with an itemized statement of their wages and deductions.

17.02**Pay During Temporary Position Transfers**

- a) In the event of an employee being temporarily absent for reasons of sickness, injury, Leave of Absence or holidays, the employee taking that person's position shall be paid the posted rate for the position temporarily assigned to, or their current rate of pay, whichever is the greater. This rate will apply to temporary assignments of two (2) days or more.
- b) Pay rates for temporary relief of supervisors (not to exceed thirty (30) consecutive working days) shall be as agreed to by the Labour/Management Committee.

17.03**Shift Premium**

A premium shift is defined as any shift that commences or ends between the hours of 7:00 p.m. in one day and 7:00 a.m. the following day.

An employee shall receive a premium of fifty cents (\$0.50)* per hour for all scheduled hours worked on a premium shift.

An employee scheduled in advance to work on an early morning shift (i.e. seasonal for snow removal), shall receive a premium of two (\$2.00) dollars per hour for all scheduled hours worked where five (5) days notice has been given in accordance with Article 15.03. All employees receiving the above-referenced two (\$2.00) dollars per hour will not be entitled to an additional shift premium of fifty (\$0.50)* cents per hour.

*Increase premium from fifty cents (\$0.50) per hour to sixty cents (\$0.60) per hour effective the date of ratification (December 2, 2019)

17.04**Job Change Pay Rates**

If an employee is transferred to a higher rated position during the course of the day, they shall receive the higher rate for the time worked at the higher rate.

17.05**Dirty Work**

- a) When employed in dirty work, an employee shall be entitled to the premium set out in subsection (b).
- b) "Dirty Work" shall mean:
 - 1) Sewer work where the employee comes in direct contact with raw sewage (seventy-five (\$0.75) cents per hour).
 - 2) Cemetery employees - when these employees are required to exhume and/or re-inter human remains or cremated remains, they shall be paid a premium of fifty (\$50.00) dollars per employee for such work.
 - 3) Unhoused camp cleanup where the employee is actively removing makeshift shelters, shacks, tents and related materials. Seventy-five (\$0.75) cents per hour.

- c) When dirty work is intermittent, payment of the premium shall be at the discretion of the Supervisor or their designate, who will also determine the number of hours for which the premium shall be paid.

17.06 Boot Allowance

All public works employees will be entitled to an annual boot allowance to a maximum amount of one hundred fifty dollars (\$150.00), to be reimbursed on receipt and confirmation the boots are CSA Approved. Any unused amount of the annual boot allowance that the employee qualified for in the year may be carried over for use in the following calendar year.

17.07 Lead Hand

A Lead Hand shall do the same work as other employees but shall in addition, supervise that group of employees.

A Lead Hand shall receive a differential of seventy-five (75¢) cents per every hour worked in addition to the employee's regular rate of pay, or seventy-five (75¢) cents per every hour worked in addition to the highest rated employee under them, whichever is the greater, when placed in this capacity by the District for a short term or special projects. This rate will increase from seventy-five (\$0.75) cents to one (\$1.00) dollar per hour effective January 1st, 2015.

It is also agreed that when a work party consists of five (5) employees or more, except on weekends when it is agreed that a work party may consist of two (2) employees or more, one employee shall be designated as Lead Hand.

A Lead Hand shall only be used on a temporary basis (i.e. no more than five (5) working days per month per employee), except by mutual agreement.

17.08 Driver's Medical

The driver's medical required by the province for those employees who position requires the applicable Class 1, 2 or 3, will be reimbursed by the District.

ARTICLE 18 SUPPLEMENTATION OF COMPENSATION AWARD

18.01 Workers' Compensation

An employee prevented from performing their regular work with the District on account of an occupational accident that occurs in the course of their work with the District and that is recognized by the Workers' Compensation Board as compensable within the meaning of the *Compensation Act* shall elect (in writing) to be paid for such leave in accordance with the following:

Continue to be paid their regular earnings by the District with the difference between the amount payable by the Workers' Compensation Board and their regular earnings being deducted from their Sick Leave entitlement for each day so covered by Workers' Compensation.

However, in the event an employee has not sufficient Sick Leave entitlement, the employee shall receive the Workers' Compensation portion only.

Said supplementation shall continue until the Compensation Board certifies that they are able to return to work; or until granted a permanent pension by the Board for either partial or total disability; or expiration of Sick Leave entitlement, whichever occurs first.

ARTICLE 19 GENERAL HOLIDAYS

19.01 General Holiday Entitlement

All employees shall be entitled to the following general (public) holidays with pay:

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

National Day for Truth & Reconciliation

and any other day proclaimed or declared by the federal, provincial, or municipal government as a holiday.

19.02 When Holiday Falls on Non-Working Day

Where a general holiday falls on an employee's regular day off, one (1) day either preceding or following their regular day off will be taken as the General Holiday.

19.03 Qualification for General Holiday

An employee shall qualify for a General Holiday as follows:

- a) An employee with a regular schedule of hours who has worked at least fifteen (15) of the thirty (30) calendar days prior to a general holiday is entitled to a regular day's pay for the holiday.
- b) An employee who has worked fewer than fifteen (15) of the thirty (30) days prior to a general holiday is entitled to pro-rated general holiday pay. This amount is calculated by dividing the employee's total wages, excluding overtime, earned in the thirty (30) day period by fifteen (15).

An employee shall NOT qualify for a General Holiday where a General Holiday occurs in the employee's first thirty (30) days of employment.

ARTICLE 20 VACATION AND ENTITLEMENT

20.01 Vacation Year

The term "vacation year" as used in this Agreement shall mean the twelve (12) month period running from January 1st to December 31st.

Payment for vacation shall be at the employee's rate of pay at the time they take vacation.

New Employees

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

- a) Accumulated service from date of entering service to December 31st. ten (10) complete months or more - fifteen (15) working days.
- b) Accumulated service at December 31st, less than ten (10) complete months - one and one quarter (1¼) days for each complete month of service.

Anniversary Date

On December 31st of each year, employees are credited with an anniversary date, regardless of when employment commenced in the previous twelve (12) months (i.e. employed December 1st, 2003 = anniversary credit of two (2) years as of December 31st, 2004). Employees will be entitled to Annual vacation based upon the following:

| Anniversary | Annual Entitlement |
|--------------------|---------------------------|
| 1 through 5 | 15 days |
| 6 | 16 |
| 7 | 17 |
| 8 | 18 |
| 9 | 19 |
| 10 | 20 days |
| 11 | 21 |
| 12 | 22 |
| 13 | 23 |
| 14 | 24 |
| 15 through 19 | 25 days |
| 20 | 26 days |
| 21 | 27 days |
| 22 | 28 days |
| 23 | 29 days |
| 24 and over | 30 days |

20.02

Employees on Layoffs

- a) Employees who have earned seniority and have been laid off shall be paid for annual vacations as per Article 20.03 at the time of layoff;

- or -

If the employee so elects, earned annual vacation credits may be held for use as vacation pay during the following years as per Subsection (b).

- b) Employees who have been laid off and have been subsequently re-employed shall accrue vacation seniority from previous employment.

"Vacation entitlement" shall be as per Article 20.01, with "anniversary date" being the determining factor.

20.03 Termination of Employment

Employees who have resigned or whose services have been terminated and have not either earned or taken their vacation entitlement, shall be paid for annual vacations in accordance with Article 20.01 and pro-rated for the earning period.

20.04 Scheduling Vacations

Annual vacations shall be arranged mutually so as to cause a minimum of interruption of service, with each employee being entitled to schedule two-weeks [ten (10) working days] of annual vacation time between July 1st and August 31st. Seniority shall prevail in the choice of the annual vacation, provided that such choice has been posted by March 1st in each year. If vacation entitlements have not been scheduled by an employee, the District shall determine when the vacation time is to be taken. Amendments can be made to this provision, subject to agreement of the District.

All employees shall schedule three (3) weeks annual vacation entitlement, prior to requesting any time off in lieu. Employees who have scheduled and taken vacation time must record such as vacation and not banked time. Employees will not be allowed to switch scheduled vacation time to banked time.

The District may allow additional vacation time to be used between July 1st and August 31st to an employee requesting such consideration in writing, showing good and sufficient cause. Such request must be submitted to the Supervisor or Department Head and approved by the District.

Scheduling of the minimum three (3) weeks' vacation must be provided to the employee's immediate exempt supervisor prior to March 1st. All vacation time will be taken as scheduled unless cancellation is made prior to thirty (30) days of the scheduled time off, or under special circumstances that may arise (i.e. sickness, death, etc.).

Vacation entitlements shall be taken by the end of the year in which they were earned as per Article 20.01.

20.05 Carry Over Vacation

All employees may apply to carry over up to one (1) week of vacation once three (3) weeks of vacation have been scheduled.

The District may allow an accumulation of vacation credits to an employee requesting such consideration in writing. Such request is to be submitted to the Supervisor or Department Head and approved by the District.

20.06 General Holiday During Vacation Period

When a General or declared holiday falls during an employee's annual vacation period, they shall be granted one (1) additional day of vacation for each such holiday.

ARTICLE 21 SICK LEAVE PROVISIONS

21.01 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, disabled or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.

21.02 Amount of Sick Leave

After three (3) months continuous employment as a Regular Employee, Sick Leave shall be granted to employees on the basis of one and one-half (1½) days for every month of service with the District, cumulative to a maximum of one hundred and eighty (180) working days.

Employees who have reached their maximum accumulation will be entitled to a one-time payout equivalent to five (5) days pay.

21.03 Proof of Illness

An employee may be required by the District to produce a certificate from a duly qualified medical practitioner for any illness, certifying that such employee is unable to carry out their duties due to illness.

21.04 Sick Leave During Absence

When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to the service of the District upon expiration of such period of absence, they shall not receive Sick Leave credit for the period of such absence, but shall receive their cumulative credit, if any, existing at the time of such leave or layoff.

21.05 Sick Leave Records

Upon request to the Finance Department, an employee will be advised, of the amount of Sick Leave accrued to their credit.

21.06 Severance Fund

- a) Any employee who has been employed by the District continuously for a period of five (5) years shall, after five (5) years and up to and including twelve (12) years, upon leaving the employ of the District, be paid for one-third (1/3) of accumulated Sick Leave up to a maximum of sixty (60) days; except in the case of dismissal for just cause.
- b) Any employee who has been employed by the District continuously for a period of twelve (12) years or more shall, upon leaving the employ of the

District, be paid for one-third (1/3) of accumulated Sick Leave up to a maximum of one hundred eighty (180) days; except in the case of dismissal for just cause.

21.07

Maternity Leave and Parental Leave

- a) **Maternity Leave**
The provisions for access to this Leave are outlined in Appendix "A" of this Agreement.
- b) **Parental Leave**
The provisions for access to this Leave are outlined in Appendix "A" of this Agreement.
- c) **Maternity/Parental Leave - General**
The period, or periods, of absence authorized under this Article shall be granted without pay and without loss of seniority, or medical benefits pursuant to Articles 22.02, 22.04, and 22.05.
- d) **Maternity/Parental Leave - Replacement**
Any replacement for an employee qualifying under this Article shall be considered a Temporary Employee under the terms of this Agreement, unless a temporary assignment is made under Article 11.
- e) **Coverage of medical benefits will be provided by the District during the leave of absence.**
- f) **Procedures upon Return from Maternity and Parental Leave**
When an employee decides to return to work after the Leave, they shall provide the District with at least two (2) weeks' notice. On return from Leave, the employee shall be placed at least in their former position. If the former position no longer exists, they shall be placed in a position in their department of equal rank and value at the same rate of pay.

21.08

Sick Leave While on Holidays

An employee who is hospitalized or becomes seriously ill (doctor's certification required) while on vacation shall be entitled to cancel the remainder of their holidays and apply any further subsequent absence against their sick leave. Application for such cancellation shall be made to the Chief Administrative Officer, or their designate.

21.09

Medical/Dental Appointments

When it is necessary to schedule routine medical or dental appointments during an employee's normal working hours, the time required to attend such appointments may be taken as paid sick leave to a maximum of sixteen (16) hours in any calendar year and subject to all other provisions of this Article.

21.10

Sick Leave - Extra

Where during any calendar year an employee has been granted a total of eight (8) days of sick leave, the District may require that a doctor's certificate be submitted in support of any application for further sick leave during that calendar year. Where a doctor's certificate is required in such circumstances by

the District and the employee fails or refuses to submit such a certificate, the period of absence shall be taken as vacation leave, "in lieu" time, or leave without pay. Any costs of providing necessary certification shall be paid by the District.

21.11 Family Leave

An employee may be granted leave not to exceed six (6) working days in one (1) calendar year for emergency family situations including medical appointments for those family members.

ARTICLE 22 BENEFITS

22.01 Pension Plan

Employees shall participate in the existing "*Pension (Municipal) Act*" Pension Plan in accordance with the terms of the Plan and in any future Plan that may be entered into by mutual agreement by the parties hereto.

22.02 Medical Insurance

The District shall contribute one hundred percent (100%) of the premiums of the recognized Medical Plan for all Regular employees. In the case of absence for illness, the District's contribution will be paid for a maximum of six (6) months from the commencement of illness and any extension thereafter shall be by mutual agreement of the parties hereto.

22.03 Group Life Insurance and Accidental Death and Dismemberment

Group Life Insurance and Accidental Death and Dismemberment shall be provided for each eligible employee with the District paying fifty percent (50%) of the regular monthly premium. The amount of Group Insurance shall be twice (2x) annual salary plus double indemnity Accidental Death and Dismemberment.

Dependent Life Insurance

The District's Group Life Insurance and Accidental Death and Dismemberment Plan to include a sum of twenty thousand (\$20,000) dollars on the death of a spouse and ten thousand (\$10,000) dollars for the death of a dependent child.

22.04 Dental Plan

The District shall participate in a Dental Plan with the District paying one hundred percent (100%) of the regular monthly premiums.

- 1) Basic Dental Services (Plan A):
Plan pays One Hundred Percent (100%) of approved schedule of fees.
- 2) Prosthetics, Crowns, Bridges (Plan B): Plan pays seventy percent (70%) of approved schedule of fees.
- 3) Orthodontics (Plan C):

Plan pays fifty percent (50%) of approved schedule of fees to a maximum lifetime limit of three thousand dollars (\$3,000).

22.05 Extended Health Benefits Plan

The District shall participate in an Extended Health Benefits Plan at no cost to the employee, which will include the following:

- reimbursement for routine eye examinations once every two (2) years, one hundred ten dollars (\$110)
- vision care reimbursement in a two-year period: up to seven hundred dollars (\$700.00)
- lifetime reimbursement under the Extended Health Insurance benefits to one million dollars (\$1,000,000) per insured person
- the maximum payment allowable per person per year for extended health benefits will be two thousand dollars (\$2,000), which may be used in any of the following categories:
 - chiropractor
 - naturopath
 - physiotherapist
 - massage practitioner
 - podiatrist
 - speech language pathologist
 - clinical psychologist
 - acupuncturist

22.06 Long Term Disability

A mutually agreed Long Term Disability Plan shall be provided for each eligible employee and the Plan shall be paid one hundred percent (100%) by the employee. Medical Insurance, Extended Health Benefits and Dental Plan will be continued at the District's expense while an employee is on LTD to a maximum of two (2) years from commencement of disability. Following two (2) years an employee may continue the coverage at their own expense.

22.07 General Principles

The following principles shall apply to the foregoing benefits:

- a) Participation in the aforementioned Plans shall be mandatory, and commence the 1st day of the month following completion of ninety (90) calendar days of employment.
- b) In the event of lay-off, benefits may be continued at the discretion of the employee for a period of twelve (12) months upon making arrangements to pay the full premium for each specific benefit.

- c) During approved Leaves of Absence, coverage may continue for Group Life and Accidental Death and Dismemberment for up to one (1) year provided the full cost of premiums are paid to the District.
- d) Provided that the levels of employees' benefits coverage (including the terms and conditions governing the payment of those benefits) are equal to or greater than the current coverage, the District may substitute another carrier or carriers as the benefit provider for the Plans.

The Union shall be advised, in writing, when the District initiates the process of obtaining quotes from benefit providers and of any decision to change the benefit provider. The District will arrange for the Union to receive a copy of the new plan text(s) from the new benefit provider.

ARTICLE 23 LEAVE OF ABSENCE

23.01 Bereavement Leave

- a) An employee shall be granted leave not to exceed three (3) working days in the case of the death or serious illness of a parent, spouse, brother, sister, son, daughter, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, common law spouse and children and similar step relationships and current foster children and foster parent relationships; and such leave shall include travel time allowance.

In the event of the death of an employee's mother, father, spouse, son or daughter, this leave will be extended to a maximum of up to ten (10) days leave with pay.

Requests for the above leave shall be submitted to the Department Head with subsequent approval by the Chief Administrative Officer, or their designate.

- b) An employee may be granted leave of up to one-half (1/2) day without loss of pay in order to attend a funeral as a pallbearer or as a mourner, provided that prior approval has been obtained from the Supervisor or Department Head.
- c) Should an employee be on vacation at the time a bereavement occurs, they shall have the option of converting to bereavement leave upon approval of the Chief Administrative Officer, or their designate.

23.02 Jury Duty or Court Witness

A regular employee required to serve as a juror or obey a subpoena as a court witness shall be granted leave with pay. The employee shall give proof of such required service and shall pay to the District any fees received for such service.

23.03 For Union Business

The District agrees that where permission has been granted by the District to representatives of the Union to leave their employment temporarily in order to

carry on negotiations with the District or with respect to a grievance, they shall suffer no loss of pay for time so spent.

23.04 Union Convention

Leave of Absence without pay and without loss of seniority shall be granted upon request by the District to employees elected or appointed to represent the Union at Union Conventions. The Bargaining Unit covered by this Agreement shall be restricted to one delegate per convention and, further, be limited to ten (10) working days per annum.

23.05 Leave for Union Officers

Any employee who is elected for a full-time position with the Union, or anybody with which the Union is affiliated, or who is elected to public office, shall be granted Leave of Absence without pay and without loss of seniority by the District for a period of one (1) Year. Such leave shall be renewed each year during their term of office.

23.06 General Leave

The District may grant Leave of Absence without pay and without loss of seniority to a maximum of one (1) year to any employee requesting such leave in writing, showing good and sufficient cause. Such request is to be submitted to the Supervisor or Department Head and approved by the Chief Administrative Officer.

23.07 Education Leave

In addition to the leave allowed under Article 23.04, at the request of the Union and by mutual agreement between the District and the Union, Leave of Absence without pay and without loss of seniority will be granted to employees to attend bona fide meetings and educational seminars of the Canadian Union of Public Employees, or other trade union bodies with which the Union is affiliated. Such approval will be granted only when the Union is responsible for all associated costs.

23.08 Retirement Planning Seminar

The District shall pay for one-half (½) of the time lost to a maximum of one (1) normal workday for an employee who has not previously attended a seminar to attend a CUPE provided retirement planning seminar.

ARTICLE 24 NEW/CHANGED JOBS

- a) The District shall maintain current job descriptions for all bargaining unit jobs.
- b) When, after April 3, 2012, the District establishes a new bargaining unit job or the Employer makes a permanent and substantial change to an existing job description, it shall forward a proposed wage rate to the Union along with the new/changed description.

- c) In the thirty (30) calendar day period following the Union's receipt of the new/changed job description under section (b) above, and at the Union's request, the Labour/Management Committee shall discuss the job description and the rate of pay that will apply to the new/changed job. After this discussion, the District shall finalize the description, subject to the Union's right to arbitrate the qualifications to apply to the new/changed job description, when the Union does not agree with the qualifications established by the District.
- d) If the Labour/Management Committee cannot, within the above thirty (30) calendar day period, agree upon the rate of pay to apply to the new/changed job or to qualifications that are to apply to the new/changed job description, either party may refer such matters to arbitration under Article 14.
- e) When an employee or group of employees believes that a permanent and substantial change has been made to an existing job, the employee(s) or the Union can initiate a review of that wage rate and job description by notifying the District in writing and sections (b), (c) and (d) shall then apply. In the case of Union/employee initiated reviews, if the parties cannot agree whether a permanent and substantial change has been made to the job in question, either party may refer this question to arbitration under Article 14.
- f) In the case of the Union/employee wage rate reviews, the rate of pay established for the applicable job shall not be retroactive beyond the date that the District received the written request for the review. In the case of the new jobs or jobs that have been permanently and substantially changed by the District (other than those covered by a Union/employee wage rate review), the rate of pay in question shall be retroactive to the date the new job was filled by the District or the changed job comes into effect.
- g) The arbitrator's jurisdiction under this Article (24) is as follows:
- To determine whether a permanent and substantial change has been made to an existing job that is sufficient to warrant a change in the rate of pay for that job.
 - To ensure that rates of pay that are established fall within the parameters of the existing negotiated wage schedule, based upon internal relativity. In cases where the arbitrator concludes that a new/changed job warrants a rate of pay that exceeds the highest rate in the existing wage schedule, the arbitrator has the jurisdiction to award such higher rate.
 - To ensure that the qualifications that apply in the new/changed job description are bona fide and job related.
- h) If the Union does not request a meeting under subsections (c), then the Union is deemed to have abandoned its rights of recourse to arbitration.

- i) Where used in this Article, a "permanent change" to an existing job means a change that is ongoing indefinitely into the future. Temporary changes to an existing job shall be discussed in the Labour/Management Committee to establish a mutually agreed upon end date.
- j) The job classifications for the Inside and Outside Divisions shall be in accordance with Schedule "A" duly executed by the District and the Union.

ARTICLE 25 TECHNOLOGICAL CHANGE

25.01 Adjustment Plan

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

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

- a) affects the terms and conditions, or security of employment of a significant number of employees to whom this Collective Agreement applies; and
- b) alters significantly the basis upon which the Collective Agreement was negotiated, either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an Arbitration Board pursuant to Article 13 of this Collective Agreement, bypassing all other steps in the Grievance Procedure.

25.02 Arbitration Board

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

- a) shall inform the Minister of Labour of its findings; and
 - 1) that the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;
 - 2) that the District will not proceed with the technological change for such period, not exceeding ninety (90) days, as the Arbitration Board considers appropriate;
 - 3) that the District reinstate any employee displaced by reason of the technological change;
 - 4) that the District pay to that employee such compensation in respect to their displacement as the Arbitration Board considers reasonable;
 - 5) that the matter be referred to the Labour Relations Board, under the Labour Code of British Columbia.

25.03 Written Notice

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

- a) affects the terms and conditions or security of employment of a significant number of employees to whom this Collective Agreement applies; and
- b) alters significantly the basis upon which this Collective Agreement applies.

ARTICLE 26 HEALTH AND SAFETY

26.01 Health and Safety Committee

A Health and Safety Committee shall be appointed and consist of not more than four (4) members of the District as appointees of the District and not more than four (4) members of the Union as appointees of the Union.

The Union will advise the District of the Union nominees to the Committee.

Each party shall have the right to have an additional member in attendance from time to time on specific subjects upon notification to the other party.

26.02 No Disciplinary Action

No employee shall be disciplined for refusal to work on a job site which, in the employee's opinion is not safe. The matter shall then be resolved by the procedure provided by the *Worker's Compensation Act*.

ARTICLE 27 GENERAL

27.01 Singular and/or the Masculine

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

27.02 Service Consideration

Employees who have given long and faithful service in the employ of the District, and who have become unable to handle their jobs, shall be given preference to other work as is suitable and available. The matter may be brought to the Labour/Management Committee for consideration on an individual basis.

27.03 Duty to Accommodate

The duty to accommodate provisions of applicable legislation are included in and form part of this Agreement.

27.04 Contracting Out

The District agrees that all work or services performed by the employees shall not be contracted, subcontracted, 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 lay-off or reduction in earnings of any Regular employee, or failure to recall those employees on lay-off who are able to perform the work.

27.05 Bargaining Unit Work

Persons whose jobs (paid or unpaid) are not in the Bargaining Unit shall not perform any jobs which are included in the Bargaining Unit, except in cases mutually agreed upon in writing by the parties, except for purpose of instruction, experimenting, or in emergencies when employees in the Bargaining Unit 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 in the Bargaining Unit.

ARTICLE 28 PRESENT CONDITIONS AND BENEFITS

28.01 Present Conditions and Benefits

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

ARTICLE 29 TERMS OF AGREEMENT

29.01 Dates

This Agreement, unless changed by mutual consent of both parties hereto shall be in force and effect from and after the 1st day of January A.D., 2024, and thereafter up to and including the 31st day of December A.D., 2026, and thereafter from year to year unless either party to this Agreement gives notice in accordance with the relevant provisions of the Statutes of British Columbia.

29.02 Section 50, Sub-Section 2

This Agreement specifically excludes the operation of Section 50, sub-section 2, of the *Labour Relations Code*.

29.03 Rates of Pay

Negotiated Rates of pay shall be as noted in Schedule "A":

| | |
|---------------------------|-------------|
| Effective January 1, 2024 | 4% increase |
| Effective October 1, 2024 | 4% increase |
| Effective January 1, 2025 | 4% increase |
| Effective January 1, 2026 | 3% increase |

NOTE:

During the implementation of the Job Evaluation results, individual pay rates may not reflect those listed in Schedule A due to the negotiated methods to deal with positions.

29.04 Base Rate of Pay

The rates of pay for each classification or pay grade included in this Agreement shall be considered to be the base rate for each classification or pay grade, unless otherwise negotiated by the Labour/Management Committee.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this **24th** day of **June**, 2024.

ON BEHALF OF:
THE DISTRICT OF COLDSTREAM



Keri-Ann Austin, Chief Administrative Officer

ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 626


Sara Manchester (Jun 28, 2024 10:47 PDT)

Sara Manchester, National Representative



Ruth Hoyte, Mayor
Matt Davyduke (Jun 28, 2024 11:36 PDT)

Matt Davyduke, Unit Chair, Local 626

SCHEDULE "A" – WAGE GRID

| BAND # | SCORES | POSITION | Jan 1 2023 | Jan 1 2024 4% | Oct 1 2024 4% | Jan 1 2025 4% | Jan 1 2026 3% |
|---------------|---------------|------------------------------|-------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 1 | UP to 184 | Labourer 1 | \$27.44 | \$28.54 | \$29.68 | \$30.87 | \$31.80 |
| | | Corporate Clerk | \$27.44 | \$28.54 | \$29.68 | \$30.87 | \$31.80 |
| 2 | 185 to 209 | Labourer 2 | \$29.10 | \$30.26 | \$31.47 | \$32.73 | \$33.71 |
| 3 | 210 to 234 | Clerk Receptionist | \$30.77 | \$32.00 | \$33.28 | \$34.61 | \$35.65 |
| | | Clerk - Community Facilities | \$30.77 | \$32.00 | \$33.28 | \$34.61 | \$35.65 |
| 4 | 235 to 259 | Public Works Clerk | \$32.44 | \$33.74 | \$35.09 | \$36.49 | \$37.58 |
| | | RCMP Info Comp Officer | \$32.44 | \$33.74 | \$35.09 | \$36.49 | \$37.58 |
| | | Clerk - Purchasing Assistant | \$32.44 | \$33.74 | \$35.09 | \$36.49 | \$37.58 |
| 5 | 260 to 284 | Equipment Operator 1 | \$34.12 | \$34.12 | \$35.48 | \$36.90 | \$38.38 |
| | | Gen Inform System Clerk | \$34.12 | \$34.12 | \$35.48 | \$36.90 | \$38.38 |
| | | Operator 1 - Parks | \$34.12 | \$34.12 | \$35.48 | \$36.90 | \$38.38 |
| | | Irrigation Technician | \$34.12 | \$34.12 | \$35.48 | \$36.90 | \$38.38 |
| | | Clerk - Building Inspection | \$34.12 | \$34.12 | \$35.48 | \$36.90 | \$38.38 |
| 6 | 285 to 309 | Utility Operator 1 | \$35.79 | \$37.22 | \$38.71 | \$40.26 | \$41.47 |
| 7 | 310 to 334 | Equipment Operator 2 | \$37.47 | \$38.97 | \$40.53 | \$42.15 | \$43.41 |
| | | Accounting Clerk 1 | \$37.47 | \$38.97 | \$40.53 | \$42.15 | \$43.41 |
| 8 | 335 to 359 | Utility Operator 2 | \$39.15 | \$40.72 | \$42.35 | \$44.04 | \$45.36 |
| 9 | 360 to 384 | Mechanic | \$40.82 | \$42.45 | \$44.15 | \$45.92 | \$47.30 |
| | | Parks Foreman | \$40.82 | \$42.45 | \$44.15 | \$45.92 | \$47.30 |
| 10 | 385 to 409 | Roads Foreman | \$42.49 | \$44.19 | \$45.96 | \$47.80 | \$49.23 |
| | | Planning Technician | \$42.49 | \$44.19 | \$45.96 | \$47.80 | \$49.23 |

| BAND # | SCORES | POSITION | Jan 1 2023 | Jan 1 2024 4% | Oct 1 2024 4% | Jan 1 2025 4% | Jan 1 2026 3% |
|---------|------------|--------------------|------------|------------------|------------------|------------------|------------------|
| 11 | 410 to 434 | Utilities Foreman | \$44.15 | \$45.92 | \$47.76 | \$49.67 | \$51.16 |
| | | | | | | | |
| No Band | | Educational Worker | \$18.17 | \$18.90 | \$19.66 | \$20.45 | \$21.06 |

- Any person operating dump trucks requiring a Class 3 air endorsement will be paid at the Equipment Operator 1 rate.

ADDENDUM TO SCHEDULE "A" - CLASSIFICATION AND RATES OF PAY

Water and Sewer Works Personnel

- 1) The normal work schedule for water and sewer works personnel may be ten (10) days on duty and Four (4) days off.
- 2) A water and sewer works person working a General Holiday that falls within the normal work schedule shall be paid double time with one (1) day off in lieu of.
- 3) A water and sewer works person working Saturday or Sunday as part of their normal work schedule shall be paid at a rate of time and one-half (1½) their regular rate of pay.

On call

An employee who is required to be on call at a time or times other than their regular working hours, shall be paid a premium for each day they are on call, as follows:

- a) Two (2) hours pay at their regular rate of pay for each normal work day on which the employee was on call and also worked their regular eight (8) hour shift.
- b) Four (4) hours pay at their regular rate of pay for each day of rest or General Holiday on which the employee was on call.

APPENDIX A

Maternity Leave & Parental Leave Provisions (Employment Standards Act)

Maternity leave

- 50 (1) A pregnant employee who requests leave under this subsection is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that begins
- (a) no earlier than 13 weeks before the expected birth date, and
 - (b) no later than the actual birth date
- and ends no later than 17 weeks after the leave begins.
- (1.1) An employee who requests leave under this subsection after giving birth to a child is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the birth and ends no later than 17 weeks after that date.
- (2) An employee who requests leave under this subsection after the termination of the employee's pregnancy is entitled to up to 6 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the termination of the pregnancy and ends no later than 6 weeks after that date.
- (3) An employee who requests leave under this subsection is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, the employee is unable to return to work when the employee leave ends under subsection (1), (1.1) or (2).
- (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 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 or nurse 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).
- (5) If an employee on leave under subsection (1) or (1.1) proposes to return to work earlier than 6 weeks after giving birth to the child, the employer may require the employee to give the employer a medical practitioner's or nurse practitioner's certificate stating the employee is able to resume work.

Parental leave

- 51 (1) An employee who requests leave under paragraph (a), (b) or (d) of this subsection is entitled to,
- (a) for a parent who takes leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 61 consecutive weeks of unpaid leave, which must begin, unless the employer and employee agree otherwise, immediately after the end of the leave taken under section 50,
 - (b) for a parent, other than an adopting parent, who does not take leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the birth of the child or children, and
 - (c) [Repealed 2011-25-327.]
 - (d) for an adopting parent, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the child or children are placed with the parent.
- (2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, an employee who requests leave under this subsection is entitled to up to an additional 5 consecutive 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 or nurse practitioner's certificate or other evidence of the employee's entitlement to leave.
- (4) An employee's combined entitlement to leave under section 50 and this section is limited to 78 weeks plus any additional leave the employee is entitled to under section 50 (3) or subsection (2) of this section.

Duties of employer

- 54 (1) An employer must give an employee who requests leave under this Part the leave to which the employee is entitled.
- (2) An employer must not, because of an employee's pregnancy or a leave allowed by this Part,
- (a) terminate employment, or
 - (b) change a condition of employment without the employee's written consent.
- (3) As soon as the leave ends, the employer must place the employee
- (a) in the position the employee held before taking leave under this Part, or

- (b) In a comparable position.
- (4) If the employer's operations are suspended or discontinued when the leave ends, the employer must, subject to the seniority provisions in a collective agreement, comply with subsection (3) as soon as operations are resumed.
- (5) Subsection (4) is not to be construed as conferring a preferential right of recall on an employee referred to in subsection (3), to whom a collective agreement does not apply, beyond that to which the employee would otherwise be entitled.

LETTER OF UNDERSTANDING #1

BETWEEN:

THE DISTRICT OF COLDSTREAM

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 626 – VERNON CIVIC EMPLOYEES'

RE: Water System Analysis

The parties hereto agree as follows:

That water system analysis will be required to be performed by the On Call employee at times when utilities' employees are not scheduled for work.

In order to accomplish this service the following will apply:

- 1) Water system checking will be performed by employees as designated by the Foreman and/or the Superintendent.
- 2) Each water system analysis is normally expected to take approximately thirty (30) minutes to perform.
- 3) Notwithstanding Article 16 – Overtime water system analysis will be paid at a rate of two times (2x) the regular hourly rate for the greater of time actually spent or thirty (30) minutes.
- 4) Employees at their option may elect to be paid for water system analysis or receive time off in lieu in accordance with Articles 16.07, 16.08 and 16.09.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this **24th** day of **June** 2024.

ON BEHALF OF:
THE DISTRICT OF COLDSTREAM

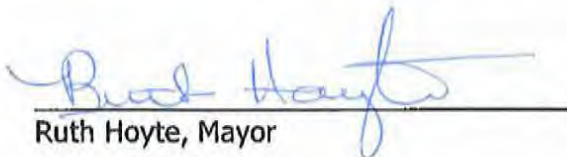


Keri-Ann Austin, Chief Administrative Officer

ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 626


Sara Manchester (Jun 28, 2024 10:47 PDT)

Sara Manchester, National Representative


Ruth Hoyte, Mayor
Matt Davyduke (Jun 29, 2024 17:36 PDT)

Matt Davyduke, Unit Chair, Local 626

LETTER OF UNDERSTANDING #2

BETWEEN:

THE DISTRICT OF COLDSTREAM

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 626 – VERNON CIVIC EMPLOYEES'

RE: Annual Working Shifts – Outside Employees

WHEREAS CUPE has indicated concerns related to both staffing resource availability during the peak summer season and continuous weekend work;

AND WHEREAS management has indicated the willingness to adopt the following scheduling approaches to address both concerns;

The Parties hereto agree as follows:

Notwithstanding the provisions of Article 15.01 and Letter of Understanding re: normal workday/normal workweek amendment:

Non-Summer Shifts

Annually, outside employees will have a work schedule [consisting of eight (8) working hours] between the hours of 7:00 am and 5:00 pm Monday to Friday inclusive except that in order to carry out services of the District the Parties agree effective November 1st through March 31st, that a maximum of four (4) employees having the least seniority (excluding foreman positions) may be required to work weekends. It is further agreed that the current shifting arrangements for the four (4) employees will continue.

Summer Shifts

Annually outside employees will have a work schedule from 7:00 am to 3:30 pm Monday to Friday inclusive, commencing the Tuesday following the Victoria Day General Holiday through the Tuesday following the Labour Day General Holiday. The above dates may be changed based on the District's operational needs, and upon advising the Union of the change. In order to carry out services of the District, Temporary Employees may be required to work weekends as necessary.

Notwithstanding the above, where a specific need is demonstrated by the District and employees having the least seniority (Non-Summer Shifts) or Temporary Employees (Summer Shifts) do not possess the required skills competency and experience for this specific task(s), the District may require other employees to work a shift other than Monday to Friday for a limited period of time (limited period of time shall be mutually agreed upon prior to implementing weekend shift) For the purpose of clarification: It is agreed that there will only be a maximum of four (4) employees scheduled for regular weekend shifts.

Notwithstanding that pay periods in terms of number of days or hours worked may vary during shift changes, the parties consent to a system which provides for equalization of pay periods, such that the individual would not see a reduction in biweekly pay due to the shift change, nor would an individual be entitled to be paid overtime as a result of an extra day or hours worked during a pay period which transcend a shift change.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this **24th** day of **June** 2024.

ON BEHALF OF:
THE DISTRICT OF COLDSTREAM

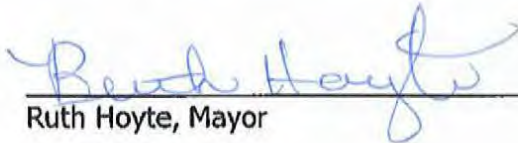


Keri-Ann Austin, Chief Administrative Officer

ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 626


Sara Manchester (Jun 28, 2024 10:47 PDT)

Sara Manchester, National Representative


Ruth Hoyte, Mayor
Matt Davyduke (Jun 29, 2024 17:36 PDT)

Matt Davyduke, Unit Chair, Local 626

LETTER OF UNDERSTANDING #3

BETWEEN:

THE DISTRICT OF COLDSTREAM

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 626 – VERNON CIVIC EMPLOYEES'

RE: On Call Procedures

The Parties hereto agree as follows:

General

Two On Call systems have been established to respond to all Operational or Public Works after hours, weekend or general holiday situations that must be dealt with prior to the next business day.

Employees, required by the District to be on call during their off-duty hours in order to ensure their availability to respond to call-outs, shall be paid the following on call rates: two (2) hours straight time pay per calendar day for being on call on a regularly scheduled work day (i.e. days during which the employee works a regularly scheduled shift) and four (4) hours straight-time pay per calendar day for being on call on regularly scheduled rest days (i.e. days during which the employee does not work a regularly scheduled shift) and on general holidays. On call employees must respond to call-outs that occur during their on call period(s). In addition to receiving on call pay under this Article (16.02), on call employees shall be paid on the basis of Article 16.05 when they are actually called out to work.

Hours credited for On Call shall be paid in the current pay period and not allowed to accumulate for the purposes of taking time off. The only exception will be during Christmas Holidays, when employees may elect to have on call credits accumulated for the purposes of taking time off.

Employees can elect to have payroll maintain the credits for a one-time requested payout. Any remaining balance will be paid out December 31st of that year.

The following procedures will apply:

- 1) The On Call week will be established as Tuesday at the end of the shift through to the following Tuesday at the beginning of the shift.
- 2) All On Call employees will be provided with a District vehicle and cell phone. Utilities staff will additionally be provided with a laptop computer. Personal vehicles shall not be used to respond to the location of a call-out. On those rare occasions when an employee uses their personal vehicle in order to obtain a District vehicle with which to respond to the call-out, the employee will be reimbursed in the amount of ten dollars (\$10.00).
- 3) The On Call employee must be available to respond to all call-outs during their On Call period(s). It is the On Call employee's responsibility to arrange for a replacement should they be unavailable or wish to switch On Call days or weeks.

- 4) The On Call employee will not respond to direct calls from the public. All calls must come through the Answering Service or District staff. The exception to this would be an emergency situation, and/or where the health or safety of an employee, emergency services personnel or member of the public is at risk.
- 5) The On Call employee will determine if additional staff and resources are required. If additional resources are required the appropriate employee(s) shall be called in based on skills, knowledge and abilities for the task at hand.
- 6) All call-outs will be documented on the On Call Response form and submitted at the start of the next business day.
- 7) All after-hours calls between the hours of 22:00 hours (10 p.m.) and 06:00 hours (6 a.m.) where no response is required will be paid as per Article 16.05. All such calls shall be documented on the On Call Response form.
- 8) All calls shall be documented on the On Call Response form.
- 9) A minimum of four (4) employees is required for the On Call rotation. The District will make reasonable efforts to provide the necessary training as required to ensure that the On Call List is sufficiently staffed.
- 10) Employees who were on the On Call List as of December 31st, 2007, who no longer wish to remain on the list, must provide the District, in writing, one (1) year's notification prior to withdrawing from the On Call rotation.
- 11) All current employees appointed to a new position and employees hired after January 1st, 2008 will be required to participate in the on call system when, in the opinion of the District, they possess the necessary qualifications, skills, knowledge and ability to respond to a call-out, and can either on their own initiative, resolve the problem, or possess the knowledge to call-in the appropriate employee(s) for assistance when it is beyond their capabilities.
- 12) The Mechanic's position shall not normally be included in the On Call systems, with the exception of an emergency situation as required by the District.

Utilities On Call:

As a general rule and without limiting the generality of the work that might be required, the following situations will require the Utilities On Call Employee to respond:

- Water service interruptions
- Water quality issues
- Water main breaks/leaks
- Water pump station alarms
- Sewer service interruptions
- Sewer main breaks/leaks
- Sewer lift station alarms

The Utilities On Call Person will also be required to perform the Water System Analysis.

Participants in the Utilities On Call System shall possess at minimum, a current EOCP Level I Water Distribution certificate plus a level of knowledge of the District's water and sewer systems that is acceptable to both the Foreman and the Operations Superintendent.

Roads/Drainage On Call:

As a general rule and without limiting the generality of the work that might be required, the following situations will require the Roads/Drainage On Call Employee to respond:

- Snow/slippery road conditions
- Storm or drainage issues
- Flooding issues
- Motor vehicle accidents
- Signage issues
- Dead animals
- Garbage/refuse
- Intruder alarms –Municipal Hall, Public Works Yard, Fire Halls

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this **24th** day of **June** 2024.

ON BEHALF OF:
THE DISTRICT OF COLDSTREAM

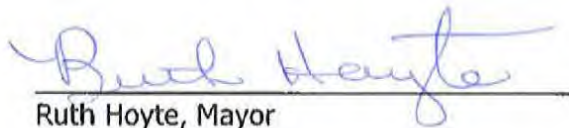


Keri-Ann Austin, Chief Administrative Officer

ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 626


Sara Manchester Local 626, 2024 10 17 PDF

Sara Manchester, National Representative



Ruth Hoyte, Mayor
Matt Davyduke 1 Jun 29 2:24 17 36 PDF

Matt Davyduke, Unit Chair, Local 626

LETTER OF UNDERSTANDING #4

BETWEEN:

THE DISTRICT OF COLDSTREAM

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 626 – VERNON CIVIC EMPLOYEES'

RE: Flex Time – Inside Employees

The parties hereto agree as follows:

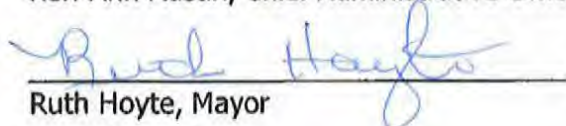
- 1) Each full-time inside employee will work one-half (1/2) hour extra per day. Office hours will be 8:00 am to 4:30 pm daily.
- 2) Each full-time inside employee will be entitled to one day off every three (3) weeks. This day off shall be taken as either Friday or Monday (as below). The only exception to this will be on approval by the employee's immediate supervisor.
- 3) Employees can opt to hold up to three (3) flex time days to be taken while the office is closed over the Christmas season, instead of vacation time. This will only be considered on approval by the employee's immediate supervisor.
- 4) The employer will set the flex time schedule for the current year based on operational requirements. The schedule will be set up showing days off as Fridays. Monday may be used as the flex day on a department by department basis, with the mutual agreement of the District and the employees involved, provided that the District's operational requirements continue to be best met by so doing
- 5) All flex time must be used in the current year. There will be no payouts for flex time.
- 6) Employees enjoying the flex time work schedule, will be ready and willing to work (at their desks), at their scheduled starting time. Employees who do not adhere to this, will lose their flex time privileges.
- 7) Flex time will only be accumulated on actual days worked.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this **24th** day of **June** 2024.

ON BEHALF OF:
THE DISTRICT OF COLDSTREAM



Keri-Ann Austin, Chief Administrative Officer



Ruth Hoyte, Mayor

ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 626



Sara Manchester (Jun 28, 2024 10:47 PDT)

Sara Manchester, National Representative



Matt Davyduke (Jun 29, 2024 17:36 PDT)

Matt Davyduke, Unit Chair, Local 626

LETTER OF UNDERSTANDING #5

BETWEEN:

THE DISTRICT OF COLDSTREAM

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 626 – VERNON CIVIC EMPLOYEES'

**RE: Information Complaints Officer – RCMP and
Administrative Support Clerk - RCMP General Investigation Section**

Article 15.02 – Exemptions to Normal Work Day and Other Conditions of Employment

The Parties hereto agree as follows:

It is recognized that certain exemptions to the normal work day and the normal work week, as defined in Article 15.01 are necessary to carry on the business of the District. Such exemptions, the hours and days of work and any other special conditions of employment applicable to the employee shall be as set out below for the following positions employed as:

- 1) Information Complaints Officer – RCMP
- 2) Administrative Support Clerk – RCMP General Investigation Section

The normal work shift for the Information Complaints Officer and Administrative Support Clerk shall consist of seven (7) hours of work between the hours of 7 a.m.– 8 p.m. and the normal work week shall be Monday to Friday inclusive.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this **24th** day of **June** 2024.

ON BEHALF OF:
THE DISTRICT OF COLDSTREAM

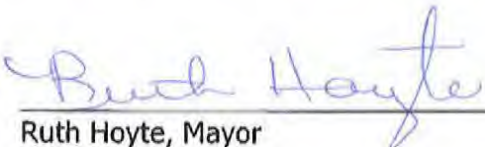


Keri-Ann Austin, Chief Administrative Officer

ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 626


Sara Manchester (Jun 20 2024 10:17 PST)

Sara Manchester, National Representative



Ruth Hoyte, Mayor


Matt Davyduke (Jun 29 2024 17:36 PDT)

Matt Davyduke, Unit Chair, Local 626

LETTER OF UNDERSTANDING #6

BETWEEN:

THE DISTRICT OF COLDSTREAM

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 626 – VERNON CIVIC EMPLOYEES'

RE: Use of Journeyman Ticket

The Parties hereto agree as follows:

In circumstances where an employee holds a Journeyman Ticket which is not a required qualification of the position they currently fill, the following terms will apply:

- 1) The employee shall possess a current and valid BC TQ Journeyman Certificate as a Carpenter.
- 2) The assignment period is not to exceed six (6) months.
- 3) The assignment period relates to a specific project (which may or may not be completed in the same day).
- 4) Notification is given to the Employer of the intent to claim the Journeyman rate prior to commencement of assignment.
- 5) The assignment is authorized by the Operations Superintendent or Director of Infrastructure Services.
- 6) The employee will receive the Mechanic wage rate, per hour worked, with any overtime calculated in accordance with the Collective Agreement.
- 7) When the assignment period has ended, the employee will return to their former position and rate of pay.

The Employer may at its sole discretion assign the employee to work relating to the specific project.

This is without prejudice to the Employer's existing management rights under the collective agreement to assign and/or contract out work.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this **24th** day of **June** 2024.

ON BEHALF OF:
THE DISTRICT OF COLDSTREAM

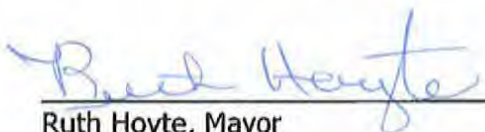


Keri-Ann Austin, Chief Administrative Officer

ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 626


Sara Manchester (Jun 28, 2024 10:47 PDT)

Sara Manchester, National Representative


Ruth Hoyte, Mayor
Matt Davyduke (Jun 29, 2024 17:36 PDT)

Matt Davyduke, Unit Chair, Local 626

LETTER OF UNDERSTANDING #7

BETWEEN:

THE DISTRICT OF COLDSTREAM

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 626 – VERNON CIVIC EMPLOYEES'

RE: FireSmart Coordinator – Temporary Employee

Article 15.02 – Exemptions to Normal Workday and Other Conditions of Employment

WITHOUT PREJUDICE, The parties hereto agree as follows:

It is recognized that certain exemptions to the normal workday and the normal work week, as defined in Article 15.01 are necessary to carry on the business of the District of Coldstream.

It is also recognized that this is a grant-funded, temporary position.

In most instances, this position will work Monday to Friday, 8:30 am to 4:30 pm, 35 hours per week. However, due to the nature of the work, the position will sometimes require flexible and irregular hours, resulting in non-standard hours and/or work weeks. The specific exemptions to the hours and days of work, along with any other special conditions of employment for the FireSmart Coordinator, are detailed below. All other terms and conditions of the collective agreement will continue to apply to this position:

1. Work Schedule:
 - a. Due to the nature of the FireSmart Coordinator's responsibilities, the employee may be required to work non-standard hours, including evenings and weekends, as necessary to meet the demands of the role.
 - b. The Employer will set out the operational requirements for the role and the employee will draft the schedule to meet those operational requirements subject to the approval of the employer.
 - c. Within each two-week pay period, the employee will be required to work base hours of 70 hours.
 - d. Within each two-week pay period, the employee will be scheduled to have 4 days off.
 - e. The FireSmart Coordinator may be required to work up to 10 hours per day without the accrual of overtime.
2. Overtime will be compensated according to the terms outlined in the collective agreement but will only apply after the employee has worked more than 10 hours in a single day, more than 70 hours in the two-week pay period or if the employee is required to work on a scheduled day off and another day in the same two-week pay period is not substituted as a day off with the employee's agreement.

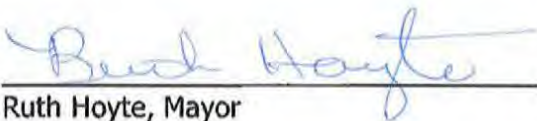
3. This position will not participate in the Flex Time schedule outlined in Letter of Understanding #4.
4. This position is temporary, subject to grant-funding, and will be for a term which is the lesser of eight (8) months or until grant-funding is expended.
5. The Employer will provide the employee with written notice, with a copy to the Union, confirming the end date, at least 7 calendar days prior to the end of the term.
6. Upon mutual agreement, and subject to grant funds available, this position may be extended beyond eight (8) months.
7. As this position is temporary and subject to grant funding for specific project work, this position shall not be included in Schedule "A" - Wage Grid and shall not be eligible for wage increases for the duration of the term of the position.
8. The rate of pay established for this position shall be \$42.30 plus 17.5% in lieu of vacation, general holidays and benefits as per Article 8.03 (Temporary Employees).
9. Due to the nature of this position and to manage the availability of the employee filling this position, operational requirements of the job will be first priority over a response to a paid-on-call or volunteer fire-fighter-related position in any community without the District's approval.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this **24th** day of **June** 2024.

ON BEHALF OF:
THE DISTRICT OF COLDSTREAM



Keri-Ann Austin, Chief Administrative Officer



Ruth Hoyte, Mayor

ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 626



Sara Manchester, National Representative



Matt Davyduke, Unit Chair, Local 626

