

COLLECTIVE AGREEMENT

BETWEEN

CITY OF GREENWOOD

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2254**

March 1, 2023 - February 28, 2026

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PREAMBLE

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

- a) To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
- b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- c) To encourage efficiency in operation.
- d) To promote the morale, well-being and security of all the Employees in the bargaining unit of the Union.
- e) Both parties agree to act in a fair and reasonable manner.

And whereas it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the Employees be drawn up in an Agreement;

Now, therefore, the parties agree as follows:

DEFINITIONS

"Service Date" referred to in this Agreement shall mean first date hired.

Regular Full-Time Employees

A regular full-time employee is one who works regularly scheduled full-time shifts. These employees accumulate seniority and are entitled to all benefits outlined in this Agreement.

Regular Part-Time Employees

A regular part-time employee is one who works regularly scheduled shifts but does not work the scheduled hours of a full-time employee. These employees accumulate seniority and are entitled to all benefits outlined in this Agreement, except as otherwise stated herein.

Casual Employees

A casual employee shall mean any employee hired on an intermittent basis. Casual Employees shall be entitled to seniority and other benefits as specified when they have completed ninety (90) days worked within a twelve (12) month period.

Temporary Employees

Employees hired for a specific period of time (not to exceed five (5) consecutive months) in any one (1) year. These employees shall accumulate seniority and other benefits of this Agreement, except as otherwise stated herein. On completion of the temporary position, all seniority shall cease.

"Week" shall mean the regular working week constituting forty (40) hours, eight (8) hours per day for outside workers and thirty-five (35) hours per week for clerical staff.

"Month" shall mean a period of thirty (30) or thirty-one (31) days except the month of February which shall be twenty-eight (28) days or twenty-nine (29) days each leap year.

"Year" shall mean a period of twelve (12) months from one given date to another.

"Running Lunch" shall not be interpreted as a sit-down lunch, but a lunch to be eaten when conditions permit. A running lunch will be considered time worked.

"Union" is the Canadian Union of Public Employees, Local 2254.

"Employer" is the City of Greenwood.

"Summer Student" A person who is employed for a defined period of time and is attending school, college or university and intends to return to their studies in the subsequent academic year.

ARTICLE 1 - RECOGNITION AND REPRESENTATION

1.01 Exclusive Bargaining Agency

The Employer recognizes the Union as the exclusive bargaining agency for the purpose of conducting collective bargaining on all matters pertaining to rates of pay, hours of work, and all other working conditions as long as the Union retains its right to conduct collective bargaining on behalf of the employees of the Employer under the provisions of the Labour Relations Code.

All employees who are presently members of the Union shall, as a condition of employment, remain members of the Union and all new employees covered by this agreement shall become members of the Union within thirty (30) days of commencing employment.

1.02 No Contracting Out

The Employer shall not contract out work where it would result in the layoff or reduction of regular hours for any regular employee, or failure to recall an employee with recall rights except in emergencies.

1.03 Union Security

All employees of the Employer who are Union members, as a condition of continued employment, shall remain members in good standing of the Union according to the constitution and bylaws of the Union. All new employees shall, as a condition of continued employment, become and remain members in good standing in the Union within thirty (30) days of employment. The Union will hold the Employer blameless for any necessary action under this Clause.

1.04 No Discrimination

The Employer agrees that there shall be no intimidation or discrimination against any employee by reason of their activities as a member of the Union and the Union agrees that there shall be no intimidation on its part against any employee of the Employer.

1.05 No Strikes or Lockouts

In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement, there will be no strike, and the Employer agrees that there will be no lockout, in accordance with Provincial Government Laws and Regulations.

1.06 Exempt Employees

The following positions are excluded from the bargaining unit:

- Chief Administrative Officer
- Corporate Officer
- Peace/Bylaw Officer

1.07 Deductions

The Employer agrees to the monthly check-off of all Union Dues, Assessments, Initiation Fees and written assignments of amounts equal to Union Dues.

1.08 Remittance

The Employer shall, during the life of this Agreement, deduct as a condition of employment, a sum equivalent to dues as set by the Union from the pay due each calendar month to each employee and remit the same to the Financial Secretary of the Union in the month following in which such deductions are made.

1.09 List of Employees

The Employer will at the time of making such remittances, enclose a list of such employees from whose pay cheque such deductions are made.

1.10 New Employees

The Employer agrees to acquaint new employees with the fact that a Collective Agreement between the Parties is in effect and with the conditions of employment and providing the new employee an opportunity to meet with the Union Steward(s) on or shortly after employment.

1.11 Shop Stewards

The Employer agrees that the Union shall have the right to appoint or elect a Union Steward from each Department of the Employer and the Union agrees to advise the Employer, in writing, of these appointments.

1.12 Bulletin Boards

The Employer agrees that the Union shall have the right to maintain a bulletin board(s) in a conspicuous and convenient place(s), provided that the use of such shall be restricted to the posting of notices regarding the business affairs, meetings, social events and postings and reports of the Union.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Management and Direction of Workforce

The management of the Employer's business, the promotion, demotion and discharge for proper cause and the direction of the working forces including the hiring is vested exclusively in the Employer except as may be otherwise specifically provided in this Agreement.

2.02 Rules and Regulations

The Union agrees that the Employer has the right to make and alter from time to time, as the necessity arises, rules and regulations to be observed by all employees, which rules, regulations and/or amendments shall not be inconsistent with the provisions of this Agreement.

2.03 Communications – Rules and Regulations

All rules, regulations and/or amendments shall be communicated in writing to the Union.

2.04 Managerial Selections

The selection of Managerial/Supervisory staff shall be entirely a matter for the discretion of the Employer.

ARTICLE 3 - OPERATIONAL CHANGE

3.01 Purpose

The purpose of the following provisions are to preserve job security and stabilize employment and to protect as many regular employees as possible from loss of employment.

3.02 Operational Change

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

- a) Affects the terms and conditions or security of employment of a number of Employees to whom this Agreement applies; or
- b) Alters significantly the basis upon which this Agreement was negotiated.

Such notice shall provide a description of the intended changes.

Where the Employer introduces or intends to introduce, an operational change, that:

- a) Affects the terms and conditions, or security of employment of a significant number of Employees to whom this Agreement applies; or
- b) Alters significantly the basis upon which this Agreement was negotiated;

The Employer and the Union shall in good faith attempt to negotiate an adjustment plan. If the parties are unsuccessful in concluding an adjustment plan, either party may refer the matter directly to an Arbitration Board constituted under this Agreement, bypassing all other steps in the grievance procedure.

The Arbitration Board will decide whether or not the Employer has introduced, or intends to introduce an operational change as defined in this section, and upon deciding that the Employer has or intends to introduce an operational change, the Arbitration Board may then or later make any one or more of the following orders:

- a) That the change be made in accordance with the terms of this Agreement unless the change alters significantly the basis upon which this Agreement was negotiated.
- b) That the Employer will not proceed with the operational change for such period, not exceeding ninety (90) days, as the Arbitration Board considers appropriate.

- c) That the Employer reinstates any Employee displaced by reason of the operational change.
- d) That the Employer pays to that Employee such compensation in respect of the displacement as the Arbitration Board considers reasonable.

3.03 Workplace Surveillance

The parties agree that surveillance equipment in the workplace will be primarily used for the purposes of ensuring the security of Employer assets and Employee safety. Surveillance equipment will not be used for the purpose of regular monitoring of Employees in the workplace.

3.04 Training Programs

Following consultation between the Parties, the Employer, may, instead of releasing an employee due to technological/Operational change, retrain the employee for another position for such period of time determined by the Employer.

The City will assume the cost of such retraining. After the period of training the employee shall have two (2) calendar months to adapt fully to the new position.

3.05 Trial Period after Selection

The Employer shall not curtail the trial period without just cause, before it has run its full course. Conditional on satisfactory service, the employee shall be declared regular after the period of two (2) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, they may then be released by the City.

3.06 Severance Pay

No regular employee shall be released because of technological change except upon one (1) week's notice, pay included, for each year of service, with a maximum of four (4) weeks, during which time they will be allowed up to five (5) hours per week with pay, for the purpose of job interviews. Not less than two (2) days prior to the expiration of the aforesaid period of notice, the employee shall inform the Employer if they elects to receive severance pay as herein provided or whether they wishes to be laid off in accordance with Article 7.

If the employee elects to receive severance pay, they shall lose seniority in accordance with Article 7 of this Agreement and in the event they is rehired by the Employer at a later date, shall not again be entitled to severance pay as provided for in this Article.

The amount of severance pay entitlement to an employee pursuant to this Article shall be as follows:

One (1) month's pay at regular rates for each three (3) full years of service completed by the employee, PROVIDED HOWEVER, that the severance pay shall not be less than one (1) month's pay or more than three (3) months' pay.

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

3.07 No New Employees

No additional employees under this Article shall be hired by the Employer until the provisions of Article 3.04 have been met.

ARTICLE 4 – GRIEVANCE PROCEDURES

4.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Committee and/or the Steward may assist any Employee in preparing, processing, and presenting their grievance in accordance with the grievance procedure. A grievance meeting shall not be held without the attendance of a Committee member or Steward.

4.02 Names of Stewards

The Union will notify the Employer in writing of the name of each Steward and the department(s) they represent before the Employer will be required to recognize them.

4.03 Grievance Committee

The Grievance Committee will be composed of two (2) members of the Union plus the Union Steward directly involved with the grievance.

4.04 Permission to Leave Work

The Employer agrees that Stewards and/or Grievance Committee will not be hindered, coerced, restrained, or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this article.

Union officers and Committee members will be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration.

Permission to leave work during working hours for such purposes will first be obtained from the immediate supervisor. Such permission will not be unreasonably withheld.

All time spent in performing such Union duties, including work performed on various committees, will be considered as time worked.

4.05 Permission to Leave Work – Grievor

The Grievor will be entitled to leave their work during working hours to attend grievance meetings with the Employer. The Grievor's time spent in grievance meetings will be considered as time worked.

4.06 Definition of Grievance

A grievance will be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the collective agreement or a case where the Employer has acted unjustly, improperly, or unreasonably.

4.07 Settling of Grievance

An earnest effort will be made to settle grievances fairly and promptly in the following manner:

Step 1

If the Steward and/or the Grievance Committee consider the grievance to be justified, they will first seek to settle the dispute with the Employee's Supervisor.

Step 2

Failing satisfactory settlement within five (5) working days after the dispute was submitted under Step 1, the Chief Steward will submit to the Department Head a written statement of the particulars of the grievance and the redress sought.

The Department Head will render their decision within five (5) working days after receipt of such notice.

Step 3

Failing settlement being reached in Step 2, the Grievance Committee will submit the written grievance to the Chief Administrative Officer, who will render their decision within five (5) working days after receipt of such notice.

Step 4

Failing a satisfactory settlement being reached in Step 3, the Union may refer the dispute to arbitration.

4.08 Mediation

By mutual consent, the parties may agree to use the services of a mediator. The parties agree to share the costs of the mediation.

4.09 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of Employees or the Union has a grievance, Steps 1 and 2 of this Article may be by-passed.

4.10 Union May Institute Grievance

The Union and its Representatives will have the right to originate a grievance on behalf of an Employee, or group of Employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance will commence at Step 2.

4.11 Deviation from Grievance Procedure

After a grievance has been initiated by the Union, the Employer's representative will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved Employees, without the consent of the Union. Violation of this section will result in the grievance being allowed.

4.12 Grievance on Safety

An Employee, or a group of Employees, who is requested to work under unsafe or unhealthy conditions (including cases of sexual harassment or other forms of discrimination) will have the right to file a grievance in the third step of the grievance procedure for preferred handling.

4.13 Replies in Writing

Replies to grievances stating reasons will be in writing starting at Step 2.

4.14 Meeting Rooms for Grievances

In order to facilitate an orderly and confidential investigation of grievances, the Employer will make available the temporary use of a private office or similar facility. The Employer will also supply the necessary facilities for the grievance meetings.

4.15 Failure to Act Within Time Limits

If the Grievor or the Union fails to process a grievance to the next step in the grievance procedure within the time limits specified, they will not be deemed to have prejudiced their position in arbitration.

4.16 Referral to Arbitration

If arbitration of any grievance is to be invoked, the request will be made by either party within thirty (30) working days after the dates of the reply at Step 4.

4.17 Definition of Working Days

"Working day" as used in the Grievance and Arbitration procedure will mean a day other than Saturday, Sunday, or a recognized holiday.

4.18 Investigations

The Employer agrees that time spent in investigating and settling disputes during working hours involving its employees by the Union Steward(s) shall be considered as time worked. The Union agrees to forward to the Employer a written list of the names of such Steward(s) and of replacement thereto.

4.19 Meetings

The Employer agrees to grant time off with pay during any working day to Officers of the Union in order to attend meetings with representatives of management of the Employer, provided that not less than four (4) hours notice be given to their immediate supervisor by the Officer(s) of the Union so requesting the time off. The Union shall supply the Employer with a written list of names of its Officers for this purpose and inform the Employer of any changes to this list.

4.20 Time Limits

The time limits in the above Article may be varied and/or extended only by mutual agreement between the Parties.

4.21 Employer Grievance

The Employer shall have the right to submit any dispute regarding the interpretation of or violation of this Agreement to the Executive Officers of the Union. Failing a satisfactory settlement within five (5) days notice in writing to the Union, to refer the dispute to a Board of Arbitration constituted in accordance with Article 6.

ARTICLE 5 - ARBITRATION PROCEDURE

5.01 Referral to Arbitration

It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure may be settled by arbitration. A Notice of Intent to arbitrate will be forwarded to the other party within the time limits set out in Article 4.16 and such notice will contain the name of the Union's nominee to the Arbitration Board. Within five (5) working days from the receipt of the Notice of Intent to Arbitrate, the other party must in turn name their nominees. A third person to act as Chairperson will be appointed by the respective nominees. Should either party fail to name their nominee within five (5) working days or should the nominees fail to appoint a Chairperson within ten (10) working days from the date of their appointment, either party or their nominee will request the Office of Arbitration, British Columbia Ministry of Labour, to make the appropriate appointment.

5.02 Payment for Board of Arbitration

Each of the parties hereto will bear the expense of the nominee appointed by it, and the parties hereto will jointly bear equally the expense of the third party, and any cost of the place of hearing of such arbitration, if and when the necessity arises.

5.03 Powers of Board

It is agreed and understood that the Arbitration Board will have no authority to alter, modify or annul any part of this Agreement. However, the Arbitration Board will have the authority to substitute such other penalty for the discharge or discipline, as the Arbitration Board deems just and reasonable in all circumstances.

5.04 Decision of Board

The Arbitration Board will hear and determine the matter and will issue a decision which will be in writing and contain the reasons for the decision. The decision of the majority will be the decision of the Arbitration Board, but if there is no majority decision, the decision of the Chairperson will govern.

5.05 Time Limits

The time limits mentioned in this Article and in the preceding Article may be extended by mutual agreement of the parties. A failure to comply with any of these time limits may be relieved by the Board of Arbitration.

5.06 Single Arbitrator

The Employer and the Union agree that by mutual written agreement of the parties, a Sole Arbitrator may be substituted for a Board of Arbitration. The appointment and jurisdiction of the Arbitrator will conform to the provisions of this Article. Each party will pay one-half (1/2) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

ARTICLE 6 - SENIORITY

6.01 Calculation of Seniority

Seniority is defined as the length of service in the bargaining unit and shall operate on a bargaining-unit-wide basis unless specified elsewhere in this Agreement.

(a) Regular Permanent Employees

Following the probationary period, seniority credits shall commence from the service date of the employee and shall govern in all areas of this Agreement except that for part-time employees, in the case of promotions, demotions and layoffs, seniority shall be calculated on the number of hours worked from the service date of the employee.

(b) Temporary Employees

Following the probationary period, seniority credits shall commence from the service date of the employee, except in the case of promotions, demotions and layoffs, when seniority shall be calculated as the number of hours worked since the service date of the employee.

(c) Casual Employees

On completion of ninety (90) days worked, casual employees shall have their seniority credits accrued since their service date, banked for the purpose of being considered for the categories stated above.

6.02 Seniority Lists

The Employer shall maintain separate seniority lists for each category of employee based on the foregoing. The list shall show for permanent regular employees, the date upon which each employee's service commenced and for part-time employees, the number of hours accrued since the commencement of the service date.

- (a) Temporary employees, the service date and the number of hours from the commencement of the service date.
- (b) Casual employees shall be added to the list based on the number of hours accrued since the service date.
- (c) The list shall be updated annually and forwarded to the Union and will be posted on all bulletin boards during the month of January of each year.

6.03 Probationary Period

From the date of hiring, employees shall be on probation for a period of ninety (90) days. During this period, employees shall be entitled to all rights and benefits, unless specified elsewhere in this Agreement.

6.04 Completion of Probationary Period

On completion of the probationary period, seniority shall be effective from the original date of employment, unless otherwise specified in this Agreement.

6.05 Promotions, Transfers, Demotions

The Employer agrees that seniority shall be the determining factor in all cases of promotion, demotions or transfers. Where competency, efficiency and ability of competing employees are relatively equal, the more senior employee shall be given preference. Subject to the employee's or the Union's rights under the provisions of Articles 5 and 6 of this Agreement, the Employer shall determine competency, efficiency and ability in a fair and equitable manner.

6.06 Job/Position Classification Changes

An employee moving from one classification to another that involves no change in their pay rate shall not be considered as promoted or demoted.

It is agreed that an employee shall not be considered as "promoted" unless a vacancy occurs and the vacancy has a higher classification/pay rate.

6.07 Transfers

An employee may be transferred to a position both within and outside of the bargaining unit. If transferred to a temporary position within the bargaining unit, the employee will be notified in writing, copied to the Union, of the duration of the temporary transfer. If the transfer has the same rate of pay as their former position, the employee shall remain at this pay level.

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. An employee shall have the right to return or be returned to a position in the bargaining unit during the sixty (60) days period.

If an employee returns to the bargaining unit, they shall be placed in a job

consistent with this seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

In all cases of a temporary transfer, both within and outside of the bargaining units, such temporary transfer will not exceed sixty (60) days unless the Parties to this Agreement mutually agree to extend the time limit(s).

Transfers extending beyond the sixty (60) days shall be considered as a permanent transfer.

Notwithstanding any of the foregoing, no employee shall be transferred to a position both within or outside of the bargaining unit without their consent.

6.08 Special Skills Transfer

The Employer shall have the right, from time to time to select employees who are to be given special experience or training in preparing them or trying them out as to their capabilities for other assignments with the Employer, and to promote, demote, engage, retain or dispense with their services in such assignments, provided, however, that upon completion or termination of such assignments, the employee concerned shall be reinstated in the job classification they would have held had they not been so chosen for the special assignment, and further provided that no such employee shall be assigned to take over the job occupied at the time by an employee outranking such person for promotion purposes if such assignment would result in demotion of such employee. The relative seniority of employees, as set out in the Employer's seniority listing, shall not be changed as the result of action under this Section.

6.09 Reduction of Work Force

Both Parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in reverse order of their bargaining-unit-wide seniority, subject to qualifications and ability to perform the work of the classification.

6.10 Advance Notice of Layoff

Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off, ten (10) working days prior to the effective date of layoff. If the employee has not had the opportunity to work the days provided in this Article, they shall be paid for the days for which work was not made available.

6.11 Laid off Employees – Overtime

In the event of a reduction in crew, all overtime to be worked shall be performed, whenever practicable, by laid off employees. All such employees shall receive a minimum of four (4) hours pay at the base rate and overtime after four (4) hours for the job for such call-outs. An employee recalled under the provisions of this Section, shall be considered as being laid off at the conclusion of each working day unless otherwise advised.

6.12 Recall Procedure

Subject to their ability to perform the work of the/a classification, employees shall be recalled in order of their seniority. The Employer shall notify the employee(s) by registered mail and shall give ten (10) days notice of the recall.

An employee recalled for casual work or employment of short duration at a time when they is employed elsewhere shall not lose recall rights as per Article 7 for their refusal to return to work.

6.13 Failure to Report – Laid off Employees

Laid off employee(s) failing to report for work of an ongoing nature within ten (10) days of the date of receipt of notification by registered mail, shall be considered to have abandoned their right to re-employment. Employee(s) requiring to give two (2) weeks notice to another employer shall be deemed to be in compliance with the ten (10) days provision.

6.14 No New Employees

No new employee(s) shall be hired, until those laid off employees have been given an opportunity to recall, subject to their ability to perform the work of the/a classification.

6.15 Loss of Seniority

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

An employee shall only lose their seniority in the event:

- (1) They is dismissed for just cause and is not reinstated.
- (2) They resigns in writing and does not withdraw within two (2) days.
- (3) They is absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer, unless such notice was

not reasonably possible.

- (4) They fails to return to work within ten (10) calendar days following a recall after a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address. An employee recalled for casual work or employment of short duration at a time when they is employed elsewhere shall not lose their recall rights for refusal to return to work.

- (5) They is laid off for a period longer than two (2) years.

6.16 Union Leave/Business

It is understood that where the Employer grants time off to an employee, or a leave of absence pursuant to Article 9, they shall not lose seniority rights and shall be entitled to return to their job they would have held, had not the time off/leave of absence been taken.

6.17 Grievances of Layoffs and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step III of the Grievance Procedure.

ARTICLE 7 - JOB DESCRIPTION, POSTING, VACANCIES & APPOINTMENTS

7.01 Job Description

The Employer shall maintain current job descriptions for all bargaining unit jobs classified under Schedules "A" and "B". In the event the Employer creates a new bargaining unit position, or an existing bargaining unit position is changed, the Employer shall forward a new or changed job description (as applicable) to the Union for its review and comment. The Union shall be given thirty (30) calendar days in which to review the new/changed job description and provide its comments to the Employer, after which the Employer will finalize the description.

If the Union presents written objection to a job description presented to it by the Employer within thirty (30) days, the job description shall be referred to a Joint Classification Committee comprised of two (2) representatives from the Employer and two (2) representatives from the Union to resolve the difference. If the Classification Committee is unable to resolve the difference, then it shall be submitted to Arbitration pursuant to Article 6.

7.02 Notice of New Position

In the event the Employer shall establish any new position, for which the Union is bargaining agent, the classification and wage for this new position shall be established by the Employer and written notice shall be given to the Union, and shall be posted on all Union Bulletin Boards at the Employer's place of business for a minimum of seven (7) calendar days, so that all members will be aware of the new position. Unless written notice of objection is given to the Employer by the Union within thirty (30) calendar days after such notice, to negotiate and resolve the classification and wage rate, such classification shall be considered as agreed to. In the event the Parties are unable to resolve the dispute, then it will be referred to Arbitration pursuant to Article 6.

7.03 Changes in Classification

When the duties or volume of work in any classification, is changed or increased or where the Job Classification Committee representatives of the Union or an employee feels they is unfairly or incorrectly classified, during the term of this Agreement, the classification and/or pay rate shall be subject to negotiation between the Employer and the Union.

If the Parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The reclassification and/or rate of pay shall then be considered retroactive to the date the employee first filled that position.

7.04 Elimination of Change of Classification

Existing classifications shall not be eliminated or changed without prior notification to the Union. If the Union objects to the elimination of the classification in writing within thirty (30) days of being notified, the matter shall be referred to the Classification Committee. If the Classification Committee is unable to resolve the difference, then the matter shall be referred to arbitration pursuant to Article 6.

7.05 Job Postings

When a new position is created, or when a vacancy of a temporary or permanent nature occurs, which shall include the resignation of an incumbent, the Employer shall immediately notify the Union in writing and email all employees via the Employer's email system, regarding the position within the Bargaining Unit for seven (7) calendar days then to the general public.

7.06 Information of Posting/Vacancy

Positions will include nature of position, qualifications, skills, knowledge and education required, shift, wage or salary rate or range and the closing date for applications to the position.

7.07 Processing and Filling of Vacancies/Appointments

Following the processing of applications, the Employer shall conduct interviews for those employees meeting the posted requirements, and within seven (7) days following the completion of the interviewing, shall notify the successful employee of their appointment.

7.08 Qualifying Period

The employee shall be considered as a qualifying employee in their new position for a period of sixty (60) days.

Conditional on satisfactory service, the employee shall be declared Permanent. In the event the successful applicant proves unsatisfactory in the position during the qualifying period, or if the employee is unable to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of the position shall also be returned to their former position, wage or salary rate, without loss of seniority.

ARTICLE 8 - LEAVE OF ABSENCE

8.01 Unpaid Leave of Absence

Any Employee may apply for and receive a leave of absence without pay for personal reasons other than illness. The Employee must give at least one (1) month's notice. The Employer will make every effort to comply with an Employee's request for such leave. The response of the Employer will be given in writing; if refusal, the reasons for the refusal must be stated. This leave will only be granted when all existing vacation is exhausted.

Such leave will not affect any parenting entitlements, sick leave credits, vacation or seniority that has accumulated before the leave.

However, vacation entitlements, sick leave credits and seniority will not accumulate during sick leave. Medical, dental and other insurance coverage under this Agreement will continue if the Employee pays the full premium for such coverage.

If payment is not received from the Employee within thirty (30) days of being notified of the amount, the coverage will be terminated.

For the first three (3) months of the approved leave, the employee shall remain on all benefit plans at the same cost sharing as when working. After three (3) months, the employee may remain on any benefit plan(s) by paying to the Employer an amount equivalent to the full premium cost(s).

8.02 Labour/Union Leave

The Employer agrees to grant a leave of absence to Union Offices or members, without pay, for the business purposes of the Union or to attend Labour seminars or labour conventions up to a maximum of sixty (60) days per year, provided that reasonable time, in writing, is given to the Employer.

8.03 Bereavement Leave

- (a) An employee shall be granted four (4) regularly scheduled consecutive work days leave, without loss of pay and benefits, in the case of death within the Province and five (5) days outside the Province, of a parent, spouse (same sex or common law spouse, or fiancé), sibling, child, parent-in-law, grandparent, grandchild, sibling-in-law, child-in-law, grandparent-in-law and grandchild-in-law. Where burial occurs outside the Province, such leave shall also include two (2) days travelling time, without pay.

- (b) Should the death occur while the eligible employee is on annual vacation and upon request of the employee, compassionate leave without loss of pay (but not additional travel time) will be substituted for the vacation days and the vacation days will be rescheduled.

8.04 Pallbearer Leave

One (1) day leave with pay shall be granted an employee to attend a funeral as a pallbearer.

8.05 Education/Reclassification Leave

- (a) The Employer agrees to pay the cost of examination, travel, accommodations and wages for the purpose of complying with the regulations of the EOCP operators. Expense reimbursement will be done according to Employer Bylaw Number 799 or as amended.
- (b) Employees shall be entitled to time off from work with no loss of seniority or pay to attend educational courses or seminars sponsored by the Employer the Union or government agencies. These courses are for the instruction and upgrading of health and safety matters, or other courses as required by the Employer.

i.e.: confined spaces courses, excavation course or shoring courses
- (c) All re-certification costs will be reimbursed by the Employer upon receipt of re-certification invoices and certifications.

8.06 First Aid Attendants

First Aid Attendants will receive up to two (2) days annually to be used to retain or upgrade their first aid licence. Time spent attending a course will be considered time worked.

8.07 Medical Care Leave

Employees shall be allowed up to three (3) days per annum paid leave of absence in order to engage in personal preventative medical health and dental care, provided that such days shall be charged against the employee's sick leave. On request, employees may be required to show proof of medical or dental care.

8.08 Jury/Witness Leave

The Employer shall grant leave of absence without loss of seniority benefits to an employee when subpoenaed as a juror or witness in any court. The Employer shall pay such an employee the difference between their normal earnings and the payment they receives for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness, in any matter arising out of their employment, shall be considered as time worked at the appropriate rate of pay.

8.09 Marriage and Special Leave

Employees shall be allowed leave of absence with pay and without loss of seniority and benefits for the following reasons:

<u>Reason</u>	<u>Leave of Absence</u>
Serious fire or flood in employee's home	Up to three (3) days.
Employee's marriage	One (1) working day at the discretion of the employee if it falls on a working day.

8.10 Essential Community Service

An employee involved in an essential/emergency community service (volunteer fire department, Provincial Emergency Program, auxiliary police, ambulance services) shall be allowed time off without pay when a situation requiring their services arises during regular working hours, subject to the following conditions:

- (a) Employees involved with essential/emergency community services may attend essential/emergency community services as long as a Public Works employee and a City Hall employee remains on duty during regular working hours.
- (b) An employee will not be paid overtime as a result of a community essential/emergency service.
- (c) An employee will be entitled to make up time spent responding with an essential service either before or after a regular day of work, to a maximum of their regularly scheduled hours.

8.11 Sexual and Domestic Violence Leave

- (a) The Employer recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work.
- (b) Workers experiencing domestic violence will be able to access their sick leave, for attendance at medical appointments, legal proceedings and any other necessary activities. This leave will be in conjunction or single days or as a fraction of a day, upon approval. Employees that have exhausted their sick leave may access their vacation or time off without pay.
- (c) The employee and Employer will only disclose relevant information to protect confidentiality and privacy of an individual(s), while ensuring workplace safety.

8.12 Communicable Disease Isolation Leave

An Employee is entitled to up to five (5) days of paid leave, and further unpaid leave as necessary, if they are unable to work due to a communicable disease, where one of the following conditions are met:

The employee is required to self-isolate in order to comply with an order of the Provincial Health Officer, an order under the *Quarantine Act*, the guidelines of the BC Centre for Disease control, or the guidelines of the Public Health Agency of Canada;

The employee is required to self-isolate due to an order of a medical practitioner;

The employer has directed the Employee not to work to prevent the spread of a communicable disease; or

The employee is unable to work in order to provide care to a child, parent, or close family member who is ill, or unable to attend school, daycare, or related facility due to closure.

Employees will be able to access their sick leave. Employees that have exhausted their sick leave may access their vacation or request time off without pay.

8.13 Family Leave

Leave with pay will be granted up to a maximum of five (5) days off with pay per calendar year and without loss of seniority for serious illness in the immediate family or other serious family emergencies such as:

- (a) tend to the care, health or education of a child in their care;
- (b) tend to the care or health of any other member of their immediate family.
- (c) Employees will be able to access their sick leave. Employees that have exhausted their sick leave may access their vacation or request time off without pay.
- (d) Employees may request to access additional sick leave days for the purpose of family leave.

Immediate family means an employee's spouse, son, daughter, guardian, mother, father, sister, brother, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, common-law spouse, same sex partner, step parent or step child.

8.14 Adoption, Pregnancy and Parental Leave

Adoption, pregnancy, and parental leave will be granted to a maximum of up to eighteen (18) months of unpaid leave. Adoption, pregnancy, and parental leave requests will be in writing and will state the last day to be worked and the expected date of return to work.

Employees on adoption, pregnancy and parental leave will continue to accrue seniority and service for service-related benefit entitlements.

When an Employee is off work on adoption, pregnancy and parental leave, the Employer will continue to make its share of the premium payments for the benefit plans in which the Employee is enrolled prior to the commencement of the leave.

Employees returning from adoption, pregnancy and parental leave will return to their former position.

8.15 Compassionate Leave

Employees will be granted a leave without pay of up to twenty-seven (27) weeks to care for a seriously ill or seriously injured family member. This leave is in addition to all other existing leave provisions in the Collective Agreement. During the leave, the Employee will continue to accumulate all benefits and seniority under the Collective Agreement. If the Employee chooses to make contributions for the period of the leave to the pension or benefit plan, the Employer will pay the Employer's contributions for the same period. On return from leave, Employees will be placed in their former position.

The Employee may request an extension to the leave in writing should circumstances warrant. Approval of an extension will not be unreasonably denied. During an extended leave, the Employee will continue to accrue all benefits and seniority.

8.16 Election Leave

An Employee who runs for public office in a election under the *Canada Elections Act*, or the *BC Election Act* is entitled to unpaid leave for the duration of the campaign period as set out in legislation.

8.17 Voting Leave

All employees are entitled to four consecutive hours free of employment on the day of a federal, provincial, or municipal election or by-election, during the hours in which the polls are open. No employee shall suffer a loss of pay in order to comply with this provision. Where an employee's normal schedule would not leave four consecutive hours free of employment on an election day, the Employee is entitled to paid leave as necessary to allow four consecutive hours free of employment.

8.18 Job Related Professional Development

- a) When approved in writing in advance by the Employer, an employee enrolled in a professional development program or academic course which is directly related to his employment, will be reimbursed in full for the cost of tuition and required text books upon submitting proof of successful completion of the professional development program or course. Should an employee request, funds will be advanced prior to the course commencement of an approved course provided the employee understands that proof of successful completion of the course must be produced or the funds advanced will be deducted from any monies owing the employee.

Definition – Training/Professional Development

- b) Training is defined as educational or specific skill enhancement opportunity initiated by the Employer and identified as directly job-related. Professional Development is defined as educational or skill enhancement opportunity initiated by the employee and may or may not be directly job-related. Professional Development includes active participation in professional associations.

ARTICLE 9 - HOURS OF WORK, OVERTIME AND WAGES

9.01 Regular Work Week

The regular working week shall constitute forty (40) hours, eight (8) hours per day, for outside workers and thirty-five (35) hours seven (7) hours per day for clerical staff.

9.02 Hours of Work Variation – Mutual Agreement

The regular working week, together with the hours of work may be varied by mutual agreement between the Employer and the Union under special circumstances.

- (a) When an employee is required to work overtime, prior to commencing and continuous with their regular shift, they shall be paid for these additional hours at a rate of double their regular straight time rate of pay.
- (b) Notwithstanding any other provision of this Agreement, provided at least ten (10) hours notice to the new start time has been given, an employee in a classification in Schedule "A" may have the starting time of the employee's shift advanced by up to two (2) hours in order to carry out street sweeping duties, or to carry out snow clearing and/or sanding duties when required.

If ten (10) hours notice is not given, the provisions of Article 10.02 (a) shall be in effect.

9.03 Shift Work

- (a) Steady Day Shift - Outside Workers - Steady day shift for outside workers. The hours of work shall be from Monday to Friday, eight (8) hours, from 8:00 a.m. to 4:30 p.m. with a half (1/2) hour off for lunch.
- (b) Clerical - Monday to Friday, seven (7) hours, from 9:00 a.m. to 5:00 p.m., or from 8:30 a.m. to 4:30 p.m. with one (1) hour off for lunch.

9.04 Eating Allowance for Extended Hours

Any employee required to work in excess of ten (10) consecutive hours shall be entitled to a lunch not to exceed the sum of fifteen dollars (\$15.00), paid by the Employer plus paid time to eat, not to exceed one (1) hour or given the option to take the fifteen (\$15.00) dollars in pay where no break is taken.

9.05 Overtime Payment

- (a) Overtime shall be paid at double (2) times the regular rate of pay.
- (b) Overtime shall be paid at double (2) times for all hours worked on Statutory Holidays plus their eight (8) hours of normal pay for holiday.
- (c) Overtime shall be on a voluntary basis except in the case of emergencies.
- (d) The Employer is permitted to schedule weekend overtime when required for the maintenance of the water and wastewater systems. The employee working the scheduled overtime will be provided the use of a Employer vehicle. The employee will be paid a minimum of one (1) hour overtime or the hours worked, whichever is greater, at double time (2X) their regular rate of pay. This scheduled overtime will be allocated by seniority to the available qualified employee.
- (e) Overtime and call-out time shall be paid for in wages or taken in compensating time off. The employee shall indicate to his supervisor, at the time the overtime is worked, whether he wishes to be paid for the overtime or wishes compensating time off. For the purposes of "overtime" this Article shall also include standby and call-out.
- (f) Banked time may be taken at such time or times as are mutually agreed to by the employee and the Employer.
- (g) An employee may, at his/her option, credit the dollar value of such compensable time to a "Time-Off Bank" at the employee's current hourly rate. (i.e. the employee's hourly rate in effect when the time is earned and banked).
- (h) The time-off requested by the employee and approved by the immediate management supervisor will be deducted at current dollar value from the banked credits. Alternately, the employee may request a cash pay-out of banked credits, at any one of the regular pay periods provided that 14 days prior notice is given by the employee.

9.06 Call out – Minimum Pay

An employee called out to work at any time other than their regular shift shall be paid for a minimum of four (4) hours at double (2) time.

An employee reporting to the Works Supervisor ready for work at the start of their shift shall be paid for two (2) hours at their regular rate of pay if sent home by the

Works Supervisor prior to commencing work. If an employee commences work they shall be paid for a minimum of four (4) hours.

9.07 Wages

The Employer shall pay wages to its employees in accordance with Schedule "A" attached hereto and forming part of this Agreement.

9.08 Shift Premiums

Employees assigned to work any shift other than the hours of work as contained in Article 10.03 shall be paid a differential of \$0.50 (fifty cents) per hour for the full shift.

9.09 Relieving in Higher Rated Positions

Employees relieving in higher rated positions for greater than two (2) hours of their work shift shall be paid the rate of the higher rated position for the entire day.

9.10 Equal Pay for Equal Worth

Employees within comparable classifications shall receive equal pay for equal worth, regardless of sex.

ARTICLE 10 - STATUTORY HOLIDAYS AND ANNUAL VACATIONS

10.01 List of Holidays and Rate of Pay

An employee shall receive a day off with pay for all Statutory Holidays listed in Section 1 of this Article, provided that they worked the scheduled day previous to such Statutory Holiday and the scheduled day following such Statutory Holiday, at the rate of pay received on the scheduled day prior to such Statutory Holiday.

10.02 Statutory Holiday – Event of Illness

In the event of illness or accident occurring prior to or on the scheduled day following said Statutory Holiday and providing such occurs during the course of time employed, the employee shall present to their foreman a doctor's certificate substantiating the illness or accident.

10.03 Statutory Holiday – Recognition

The recognized Statutory Holidays shall be as follows:

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

and all days proclaimed by Local Government, Provincial or Federal Government. In addition to the named holidays, each employee, who has obtained seniority with the Employer shall be entitled to a floating Statutory Holiday during each year they is in the Employer's employ, which shall be taken at a time of the employee's choice provided the employee provided management with prior notice of not less than seven (7) days.

10.04 Statutory Holiday - Seniority

Employees who have not obtained seniority with the Employer shall be entitled to said floating Statutory Holiday during each calendar year if and when they has worked thirty (30) days, continuous or broken, in that year. In any dispute concerning the day of the employee's choice the matter shall be resolved in accordance with the provisions of Article V of this Agreement, provided always that an employee shall receive such day off not later than December 31st of the calendar year.

10.05 Statutory Holiday – Work Performed

All work performed on any such Statutory Holiday as listed in Clause 11.03 of this Article, shall be paid for at double time of the base rate for the work performed by the employee, in addition to the pay received by him/her for the Statutory Holiday, as set out in Clause 11.01 of this Article.

10.06 Statutory Holiday – Rotation

It is agreed that these employees shall not be required to work on more than three (3) Statutory Holidays in any one (1) year, and it is further agreed that when these employees are required to work on a Statutory Holiday, they shall be called out on a rotation basis.

10.07 Statutory Holiday – Saturday/Sunday

When any of the above noted holidays fall on a Saturday or Sunday and is not declared or proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding Monday is declared or proclaimed a holiday) shall be deemed to be the holiday. Calculations for the Statutory Holiday shall remain the actual calendar date.

10.08 Statutory Holiday – Scheduled Day Off

When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive a day's pay or another day off with pay at a time arranged by mutual agreement.

10.09 Statutory Holiday – Vacation

When any such holiday falls during an employee's vacation with pay, and they would have become entitled to pay for such a holiday not worked, had the employee not been on vacation, they shall receive an additional day of vacation with pay in lieu thereof.

10.10 Vacation Entitlement – First Year

Vacation entitlement in the first year of employment shall be pro-rated based on date of hire. Thereafter, vacation entitlement shall be calculated January 1st based on the anniversary date of employment.

10.11 Vacation Entitlement

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

Employees shall be entitled to annual vacations in accordance with the following schedule:

3 weeks vacation	1-4 years (year one pro-rated based on date of hire)
4 weeks vacation	5-9 years
5 weeks vacation	10-14 years
6 weeks vacation	15-19 years
8 weeks vacation	20+ years

**For the purpose of calculating years of service for vacation entitlement, the period from start of employment to December 31st in the same year shall be deemed to be one (1) complete year of service.

10.12 Vacation – Absent from Work

For each period consisting of thirty (30) consecutive days an employee is absent from work in the year preceding their completed year of service date in any year, there shall be deducted from the vacation to which they would otherwise be entitled in the succeeding year, one-twelfth (1/12) of the vacation pay, provided that for this purpose, time spent on vacation on which the employee is paid under this Article, time spent on parental and/or adoption leave, or time lost because of sickness or accident, shall be considered as time worked.

10.13 Vacation – Scheduling

An employee who has not taken or scheduled all their annual vacation entitlement by September 30th shall meet with the Employer to make arrangements to take the vacation by the end of the calendar year or carry over remaining days.

Annual Vacation may be carried over to a maximum of two week per year for a maximum carry over accrual of three weeks, to be used by the end of the fourth year. All vacation carry over will be accrued by mutual agreement.

10.14 Vacation – Two or More Employees

Where two (2) or more employees bid on the same vacation period and operational requirements permit only one (1) employee to take that vacation period, then the most senior employee shall have their choice of that period.

10.15 Vacation – Computation

For the purpose of computing such vacation pay, the work week shall be considered as constituting forty (40) or thirty-five (35) hours, whichever applies. The word "pay", where used in this Article, shall mean remuneration for three (3) four(4), five (5) or six (6) weeks, as the case may require, based on the salary or hourly rate (inclusive of differentials) received by the employee for the major portion of the calendar month immediately prior to the vacation.

10.16 Vacation - Sick or Disabled

Should an eligible employee, while on annual vacation, become sick or disabled and require hospitalization, the employee shall be allowed to substitute sick leave for vacation time, provided a doctor's certificate is submitted. Annual vacation days should then be rescheduled.

ARTICLE 11 - GENERAL PROVISIONS AND CONDITIONS OF EMPLOYMENT

11.01 Employment Abandonment

If an employee is absent from work for a period of five (5) working days without sufficient cause and fails to notify the Employer and/or communicate with the Employer, the employee will have been considered to have abandoned their employment.

11.02 Employer Property

Employees must return to the Employer all the Employer's property in their possession at the time of termination of employment.

11.03 Badges and Insignia

Employees shall be permitted to wear Union pins or badges.

11.04 Disciplinary Procedure

Where and when a Supervisor intends to interview an employee for disciplinary purposes, the Supervisor shall advise the employee of the purpose of the interview in advance, so that the employee may contact their Union Steward to be present for the interview.

11.05 Dirty or Dangerous Work – Safety Equipment/Clothing

All employees working in any dirty or dangerous capacity shall be supplied with all necessary safety equipment and protective clothing including coveralls when needed.

11.06 Coffee Breaks

The employees shall have a fifteen (15) minute coffee break approximately one-half (1/2) way through the first part of their first shift and another fifteen (15) minute break approximately one-half (1/2) way through the second part of their shift.

Employees will not be entitled to split up the fifteen (15) minute breaks except for in special circumstances where prior approval has been given.

11.07 Safety Hard Hats

The Employer supplies, free of charge on their first day of employment, a regulation safety hard hat to all those employees required to wear the same in the course of their duties.

11.08 Safety Boots

The Employer pays one hundred (100%) percent of the cost, to a maximum of two hundred and fifty dollars (\$250.00) per year, for the purchase of safety boots upon presentation of receipts. In addition, the Employer will provide rubber boots at no cost to each employee as required, in accordance with Article 12.05.

11.09 Clothing Allowance

Inside worker clothing allowance will be up to one hundred and seventy-five (\$175.00) dollars per calendar year, upon receipt.

11.10 No Discrimination

The Employer and the Union agree that all Employees will be protected against discrimination respecting their human rights and employment in all matters including age, race, colour, religion, creed, sex, sexual orientation, pregnancy, physical disability, mental disability, illness, or disease, ethnic, or national or aboriginal origin, family status, marital status, source of income, political belief, affiliation or activity, membership in a professional association, business, or trade association, Employers' organization or Employees' organization, physical appearance, residence, or the association with others similarly protected or any other prohibition of the Human Rights Code.

11.11 Personal Harassment

Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. A single incident, if serious enough, can be sufficient to support an instance of harassment.

Harassment can be either psychological or physical or it can be a combination of both. It is any behaviour, whether deliberate or negligent, which denies individuals their dignity and respect, is offensive, threatening, embarrassing, or humiliating to the individual and adversely affects the working environment.

11.12 Sexual Harassment

- a) Sexual Harassment by an Individual: Sexual harassment may occur irrespective of gender and is:
 - i. Unwanted attention of a sexually oriented nature, made by a person who knows or ought reasonably to know that such attention is unwanted; and/or
 - ii. An implied or expressed promise of reward for complying with or submitting to a sexually oriented request or advance; and/or
 - iii. An implied or expressed threat of reprisal for not complying with or submitting to a sexually oriented request or advance.
- b) Hostile Environment: Sexual harassment may also be engaging in a course of sexual comment or conduct that is known or ought reasonably to be known to be unwelcome. This form of sexual harassment may affect individuals or groups. It may be based on gender or sexual orientation. It may take the form of excluding an individual or a group from rights and/or privileges to which they are otherwise entitled.
- c) The Employer agrees to develop, jointly with the Union, a policy against sexual harassment and make all management personnel and Employees aware that violations of the policy will be subject to disciplinary action. The Employer also agrees to include the subject of sexual harassment in staff or management training sessions.
- d) Cases of sexual harassment will be considered as discrimination and will be eligible to be processed as grievances.
- e) Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.
- f) No information relating to the grievor's personal background, lifestyle or mode of dress will be admissible during the grievance or arbitration process.
- g) The Employer recognizes the principle that it is their responsibility to maintain a discrimination-free workplace. Therefore, where sexual harassment has been proven, an Arbitration Board will have the additional power to levy a penalty on the Employer.

ARTICLE 12 - SICK LEAVE

12.01 Sick Leave Defined

Sick leave means the period of time an Employee is permitted to be absent from work with full pay because of illness or an accident, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

For the purpose of this Article, the word "month" means a calendar month, and the word "sick leave" includes injury and/or any other physical incapacity.

12.02 Sick Leave Credits

Eighteen (18) days sick leave per year shall be earned by a regular permanent employee at the rate of one and one-half (1½) days for every month the employee is employed, to a maximum of one hundred and eighty (180) days.

Upon retirement, an employee having accrued sick leave to their sick leave credits shall receive an amount in lieu thereof equal to one half (.5) of their unused accumulated sick leave credits, up to but not exceeding forty five (45) days. At the employee's request, the payment of this allowance shall be:

1. A lump sum payment or,
2. Registered Retirement Savings Plan, payable to the registered carrier to be held in trust for the employee.

The Employer is fully funding this provision and the Employer will not pay any more money than has been set aside.

12.03 Sick Leave Pay

In the event of illness, an employee shall receive a full day's pay at their base rate (exclusive of all differentials) received by him/her on their last working day prior to such illness for each day lost by him/her from work.

12.04 Sick Leave Deduction

A deduction shall be made from the sick leave bank for all normal working days absent for sick leave.

12.05 Sick Leave Records

Immediately after the close of each calendar year, the Employer shall advise each employee, in writing, of the amount of sick leave accrued to their credits.

12.06 Proof of Illness

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days. The certificate will certify that the employee was unable to carry out their duties due to illness.

12.07 Sick Leave Refund

If an employee is found to have wilfully misrepresented him/her self as being ill, they shall refund all such sick leave pay to the Employer.

12.08 Sick Leave During Leave of Absence

When an employee is given leave of absence for any reason, they shall receive sick leave credit for the period of such absence, on their return to work, such credit not to exceed one and one-half (1½) days.

12.09 Sick Leave During Layoff

When an employee is laid off on account of lack of work, they shall not receive sick leave credits for the period of such absence but shall retain their cumulative credit, if any, existing at the time of such layoff.

12.10 Continuation of Benefits

The Employer agreed to pay the full coverage for all employee benefit plans for employees laid off for periods of less than three (3) months. In the event of a longer layoff, employees so affected shall have the right to continue this coverage through direct payments, for a further nine (9) months.

12.11 Workers' Compensation Pay Supplement

An employee prevented from performing their regular work with the Employer on account of an occupational accident that is covered by the *Workers' Compensation Act* shall receive from the Employer a supplement equal to the difference between the amount payable by the Workers' Compensation Board and their last rate of pay.

ARTICLE 13 - MATERNITY LEAVE

On completion of the probationary period an employee shall qualify for maternity leave and the Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy.

Employees shall be granted eighteen (18) weeks maternity leave of absence without pay. The duration of the maternity leave of absence before confinement and subsequent to confinement shall be at the option of the employee.

Should an employee require a longer period of Maternity Leave because of health reasons and/or complications, an extension up to a maximum of six (6) months will be granted on production of a Medical Certificate.

Employees shall retain full employment status and accumulate all benefits of this Agreement while on Maternity Leave.

After fifteen (15) weeks of absence covered by Unemployment Insurance provisions, an employee may choose to receive payment of normal weekly salary from her accumulated sick leave credits if applicable.

An employee shall give the Employer at least four (4) weeks notice/advice of her return to work after Maternity Leave of Absence and she shall be returned to her former position. However, if her former position no longer exists, then she shall be placed in an equivalent position in her department.

ARTICLE 14 - BENEFITS AND HEALTH CARE PLANS

14.01 Disclosure of Information

The Union shall be provided with a current copy of the master policy of all insured benefits. The Employer shall provide a brochure describing all benefit plans to all Employees.

14.02 Changes to Benefits

The parties agree that the benefit plans may only be altered or amended by the mutual agreement of both parties.

14.03 Responsibility

The Employer is responsible for the administration and application of the benefit plans and any difference arising with respect thereto will be disposed of in accordance with the grievance and arbitration procedures of this agreement.

14.04 Change of Carriers

It is understood that the Employer may at any time substitute another carrier for any plan, provided the benefits remain the same. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the Employees. Upon request by the Union, the Employer will provide to the Union full specification of the Benefit Programs contracted for and in effect for Employees covered herein.

14.05 Continuation of Benefits

The Employer shall continue to pay its cost for insured benefit plans, as follows:

While on paid leave of absence
While on pregnancy and parental leave or adoption
While absent due to illness
While on recall
And as stipulated in the individual leave clauses.

The Employer will also maintain the Employee's dependents' health benefits, at the pre-death level, for a period of twenty-four (24) months, following the death of a full-time Employee, other than a retiree.

14.06 Pension

All eligible employees shall apply for coverage of pension in compliance with the Municipal Pension Plan of British Columbia.

14.07 Unemployment Insurance

The Employer agrees that all employees shall remain insurable under the Unemployment Insurance Act.

14.08 Group Life Insurance / A.D. & D.

Upon completion of three (3) months' employment, all Regular Permanent employees shall join the Group Life Insurance Plan and Accidental Death and Dismemberment Plan provided by the Employer and the Employer shall pay the actual cost of the premiums of such group plans providing one hundred thousand dollars (\$100,000) without evidence of insurability and disability waiver prior to age 65, terminating at age 65.

14.09 Medical Plans

The Employer shall pay the actual cost of the monthly premium per employee per month, for both married and single employees, covering membership in a mutually approved medical plan, including the basic B. C. Medical Plan, and Extended Health Benefit Plan, provided that any change in the coverage would involve the entire group of Employer employees.

Extended Health Insurance Benefit Plan increase lifetime maximum to a maximum of one million dollars (\$1,000,000) per insured person.

Benefits include but are not limited to what is contained in the Collective Agreement. The benefit plan provider will provide the Employer with comprehensive benefit package as agreed to in Article 15.01.

Extended Health

Paramedical Practitioners: \$500.00/yr/each for Acupuncture, Podiatrist, Psychologist, Speech Therapist, Chiropractor, Naturopath, Massage Therapist, Physiotherapist, Physical Rehabilitation Therapist
Deductible: \$25 Single/Family
Large Amount Pooling: \$10,000
ECH maximum: \$1,000,000 lifetime
Coverage: 75% for drugs and all healthcare expenses (100%) for Private Hospital, OOC, and Vision Care
Drug Card: Generic Equivalent
Private hospital room
Licensed Ambulance Services
Accidental Dental
Hearing Aids: \$500/5 years
Orthopedic Shoes: \$150/yr
Orthotics: \$400/3 yr
Blood glucose monitor: \$300/36 mths
Insulin pump: \$1,000/60 mths
Insulin infusion sets and insulin pump accessories: \$500/yr
Breast prosthesis: \$5,000/lifetime
Artificial limb: \$5,000/limb/lifetime
Wigs: \$500/lifetime

14.10 Dental Plan

All eligible employees shall participate in a Dental Plan covering:

90% cost of Plan "A"

75% cost of Plan "B"

80% cost of Plan "C" (with max. lifetime payment of benefits of \$3,000 per dependent child)

The premiums for this Plan will be 100% paid by the Employer.

No Deductible
Basic: 90% coverage; unlimited max
Major: 75% coverage; unlimited max
Ortho: 80% coverage; \$3,000/lifetime (children under age 18 age)
White fillings on all teeth
Scaling: 6 units/yr
Recall: 6 mths
Survivor Benefit: 2 yrs
Termination age: 75 or earlier retirement

14.11 Vision Care

All eligible employees shall participate in a Vision Care Benefit Plan of six (\$600.00) dollars payable over each twenty-four (24) month period, with premiums 100% paid by the Employer.

100% coverage
Deductible: \$25 single/family (combined with EHC)
Eye exams: R&C/24 mths
Glasses, contacts, laser eye surgery: \$600/24 mths
Survivor Benefit: 2 yrs
Termination age: 70 or earlier retirement

14.12 Safety Glasses

- (a) Non-prescription safety glasses – The Employer will pay one hundred (100%) percent of the cost of non-prescription safety glasses.
- (b) Prescription safety glasses – The Employer will pay one hundred (100%) of the cost, to a maximum of three hundred (\$300.00) dollars, of prescription safety glasses.

14.13 Long Term Disability Plan

- (a) The Employer shall implement a mutually agreeable Long Term Disability (LTD) plan, for regular employees upon completion of three (3) continuous months employment, which shall provide coverage for 66.7% of an employee's annual salary to a monthly maximum of six thousand five hundred dollars (\$6,500.00) based on a "two year own occupation" definition of disability with a twenty six (26) week waiting period.
- (b) While on LTD, the employee shall accumulate seniority and shall be entitled to all the rights and benefits under this Collective Agreement.
- (c) An employee who is no longer deemed disabled under the provisions of the LTD plan shall be placed in their former or equivalent position.
- (d) All premiums for the LTD plan are to be paid by the employee.

Survivor Benefit: 3 months
Benefit Coverage to age 65 or earliest retirement

14.14 Employee and Family Assistance Plan

The Employer shall provide a mutually agreeable Employee and Family Assistance Program for all employees. The Employer shall pay all costs associated with the setting up of the program and the necessary training costs. The Employer will pay one hundred percent (100%) of the yearly premiums.

14.15 Rehabilitation Committee

- (a) The Employer and the Union agree to a Rehabilitation Committee comprising of four (4) persons, two (2) appointed by the Union and two (2) appointed by the Employer. The Committee will be established on an *ad hoc* and case by case basis.
- (b) Committee members appointed by the Union will be granted time off without loss of basic pay for the purpose of attending meetings of the Committee and performing Committee approved business.
- (c) The Committee is limited to reviewing alternate employment opportunities for employees deemed totally disabled or partially disabled by the Employer and therefore unable to perform their normal duties.
- (d) The Committee may make non-binding recommendations to the Employer and Union as to possible alternate employment opportunities for employees.

ARTICLE 15 - SAFETY

15.01 Safety Committee

A Joint Safety Committee shall be established comprising of one (1) supervisory employee from each department of the Employer appointed by the Employer and one (1) employee from each department of the Employer appointed, selected or elected by the Union.

15.02 Safety Committee Meetings

The Joint Safety Committee shall meet monthly or at the call of the Chairman of the Committee and shall discuss, recommend and record all action necessary to improve hazardous conditions at the workplace.

15.03 Minutes of Safety Committee Meetings

Minutes of all Joint Safety Committee meetings shall be kept and copies of such minutes shall be sent to the Employer and to the Union and to the Workers' Compensation Board and a copy be posted on the bulletin boards.

15.04 Time Spent on Safety Committee Duties

Time spent by Committee members in the performance of their duties during working hours, shall be considered as time worked and the employees will be paid at their regular hourly rates of pay.

ARTICLE 16 - WAGE SCHEDULES, ATTACHMENTS AND ADDENDUMS

16.01 Employees shall be compensated in accordance with the applicable Wage Schedule, Attachments and Addendums appended to this Agreement.

ARTICLE 17 - VARIATIONS

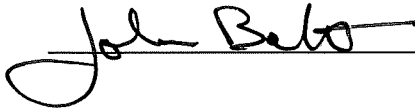
17.01 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during its existence. All changes to be made as a Letter of Understanding/Agreement, signed by both the Employer and the Union.

ARTICLE 19 - EFFECTIVE AND TERMINATING DATES

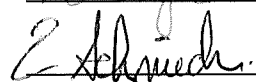
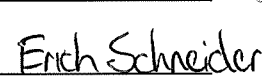
19.01 This Agreement shall be effective from March 1, 2023 and shall remain in force until February 28, 2026 and from year to year thereafter, unless terminated by either Party on written notice served in the four (4) months prior to the end of the Collective Agreement.

IN WITNESS WHEREOF the Parties hereto have caused these presents to be signed by their respective officers thereunto lawfully authorized in that behalf, this _____ day of _____, 2024.

SIGNED ON BEHALF OF:
THE CITY OF GREENWOOD



SIGNED ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2254

SCHEDULE "A" - HOURLY RATES

CLASSIFICATION	CURRENT	01-Mar-23 5.00%	01-Mar-24 4.00%	01-Mar-25 3.00%
LEVEL 1 PUBLIC WORKS PROBATIONARY and CASUAL GENERAL LABOURER	\$ 30.90	\$ 32.45	\$ 33.74	\$ 34.76
LEVEL 2 PUBLIC WORKS	\$ 34.49	\$ 36.21	\$ 37.66	\$ 38.79
LEVEL 3 PUBLIC WORKS EOCP Certificate	\$ 35.10	\$ 36.86	\$ 38.33	\$ 39.48
LEVEL 4 PUBLIC WORKS WORKING FOREMAN	\$ 40.38	\$ 42.40	\$ 44.09	\$ 45.42
LEVEL 1 OFFICE CLERICAL PROBATIONARY OR TEMP	\$ 22.89	\$ 24.03	\$ 25.00	\$ 25.75
LEVEL 2 SECRETARY CLERK	\$ 23.82	\$ 25.01	\$ 26.01	\$ 26.79
LEVEL 3 RECEPTIONIST CLERK	\$ 26.58	\$ 27.91	\$ 29.03	\$ 29.90
LEVEL 4 DEPUTYFINANCE CLERK	\$ 33.04	\$ 34.69	\$ 36.08	\$ 37.16
Student	minimum wage			

Note: * Conversion of wage differentials to base wages for these classification previously paid under this Collective Agreement.

SCHEDULE "B" - GOVERNMENT SUBSIDIZED PROJECTS

Students employed by the Employer on a government subsidized project will be employed as temporary employees. Students shall not be employed as such, to do work which would otherwise have been done by regular employees, or if this would result in the layoff or reduction of regular hours of any regular or probationary employee or the failure to recall any employee on layoff who has recall-to-work rights.

Note: Students will only be hired and utilized for government and subsidized projects.

LETTER OF UNDERSTANDING #1

RE: Joint Job Evaluation Committee

Whereas Parties recognize that the employees job descriptions have not been formally evaluated or reviewed since and over fifteen years and further recognize that the job evaluations can assist the parties in determining the value/worth of a position.

Therefore, the parties agree to establish a Joint Job Evaluation committee. The joint Job Evaluation Committee will be established within three (3) months of the ratification.

The Joint Job Evaluation Committee will be made up of three (3) representatives from the Employer and three (3) representatives from the Union. Each party will have one (1) alternate. The Committee will jointly participate in Job Evaluation training.

The Committee will establish a mutually agreed Terms of Reference within (2) months of the committee being established.

All employees job descriptions will be updated and completed per Article 7 within sixty (60) days of ratification.

The Terms of reference will include the following:

- Committee Terms of Reference
- Roles and responsibilities of the committee
- Dispute resolution process
- A Clause Red Circling wages of an employee's whose position is assessed at a lower value.
- A retroactive clause to the date the committee established.

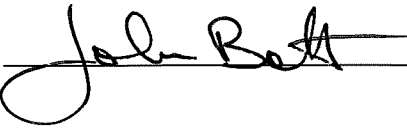
The Job Evaluation Process will be completed within one year (1) of ratification.

Timelines within this Letter of Agreement can be altered by mutual agreement of both parties.

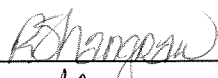
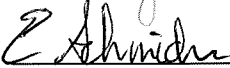
Should any disputes arise out of this LOU, disputes will be raised via the grievance process outlined in Article 4.

IN WITNESS WHEREOF the Parties hereto have caused these presents to be signed by their respective officers thereunto lawfully authorized in that behalf, this _____ day of _____, 2024.

SIGNED ON BEHALF OF:
THE CITY OF GREENWOOD



SIGNED ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2254

 Rhonda Shangraw
 Erich Schneider

LETTER OF UNDERSTANDING #2

RE: Corporate Officer (CO) Duties and Compensation - Brooke McCourt

Whereas the Corporate Officer position for the City has been temporarily vacant since April 4, 2023;

And whereas, a bargaining unit employee is temporarily doing the duties of the Corporate Officer;

And whereas the parties recognize the need to establish appropriate compensation for the bargaining unit employee (Brooke McCourt), while temporarily performing the duties and responsibilities typically fulfilled by the Corporate Officer (CO), the parties hereby agree:

1. Compensation for Additional Duties:

The parties acknowledge that Brooke McCourt is currently performing duties that align with the role of the CO due to the absence of the incumbent. As such, the Employer will compensate Brooke McCourt an additional \$11.23 per hour, applied on top of her current rate of \$26.58 per hour in addition to her regular pay scale, totalling \$37.81, plus all other additional monies and compensation per the Collective Agreement.

2. Duration of Compensation:

This compensation will be applicable until such time that the position of CO is filled, and the regular duties associated with the CO role are satisfactorily performed by the appointed individual. The compensation will be retroactive to the date the employee started performing the CAO's duties April 4, 2023.

3. Continuation of Regular Pay Scale:

The additional compensation is supplementary to Brooke McCourt regular pay scale and does not alter her existing terms of employment within the bargaining unit.

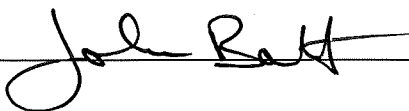
4. Termination of Additional Compensation:

The additional compensation outlined herein shall cease upon the successful appointment or return of the CO and the resumption of standard CO duties.

IN WITNESS WHEREOF the Parties hereto have caused these presents to be signed by their respective officers thereunto lawfully authorized in that behalf, this _____ day of _____, 2024.

SIGNED ON BEHALF OF:

THE CITY OF GREENWOOD



SIGNED ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2254

 Rhonda Shangraw
 Erich Schneider

LETTER OF UNDERSTANDING #3

RE: Chief Financial Officer (CFO) and Chief administrative Officer (CAO) Duties and Compensation- Rhonda Shangraw

Whereas the Chief Financial Officer position for the City is temporarily vacant since April 4, 2023;

And whereas, a bargaining unit employee is temporarily doing the duties of the Chief Financial Officer;

Whereas the Chief Administrative Officer position for the City is temporarily vacant since April 4, 2023;

And whereas, a bargaining unit employee is temporarily doing the duties of the Chief Administrative Officer;

And whereas the parties recognize the need to establish appropriate compensation for the bargaining unit employee (Rhonda Shangraw), while temporarily performing the duties and responsibilities typically fulfilled by the Chief Financial Officer (CFO) and Chief Administrative Officer (CAO), the parties hereby agree:

1. Compensation for Additional Duties:

The parties acknowledge that Rhonda Shangraw is currently performing duties that align with the role of the CFO and the CAO due to the absence of the incumbent. As such, the Employer will compensate Rhonda Shangraw an additional \$16.82 per hour, applied on top of her current rate of \$33.04 per hour in addition to her regular pay scale, totalling \$49.86, plus all other additional monies and compensation pre the Collective Agreement.

2. Duration of Compensation:

This compensation will be applicable until such time that the position of CFO and the CAO is filled, and the regular duties associated with the CFO and CAO roles are satisfactorily performed by the appointed individual. The compensation will be retroactive to the date the employee started performing the CFO and CAO duties, April 4, 2023.

3. Continuation of Regular Pay Scale:

The additional compensation is supplementary to Rhonda Shangraw's regular pay scale and does not alter her existing terms of employment within the bargaining unit.

4. Termination of Additional Compensation:

The additional compensation outlined herein shall cease upon the successful appointment or return of a CFO and CAO and the resumption of standard CFO and CAO duties.

IN WITNESS WHEREOF the Parties hereto have caused these presents to be signed by their respective officers thereunto lawfully authorized in that behalf, this _____ day of _____, 2024.

SIGNED ON BEHALF OF:

THE CITY OF GREENWOOD



SIGNED ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2254



Rhonda Shangraw
Erich Schneider
Erich Schneider

