



COLLECTIVE AGREEMENT

Between

VILLAGE OF SLOCAN

(Hereinafter referred to as the "Employer")

and

**Canadian Union of Public Employees,
Local 2254**

(Hereinafter referred to as the "Union")

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ARTICLE 1 - PREAMBLE

WHEREAS the Village and the Local Union desire to establish and maintain conditions which will promote a harmonious relationship between the Village and the Employees covered by the terms of this Agreement and desire to provide methods of fair and amicable settlement of disputes which may arise between them;

The parties hereby agree as follows:

1.01 Sole Bargaining Agency

The Village recognizes the Local Union as the Sole Bargaining Agency on behalf of the employees of whom the Union has been certified as bargaining agency.

1.02 Union Security

Employees who are brought within the jurisdiction of the Union's Certificate of Bargaining Authority, including newly hired employees, shall become members of the Union within thirty (30) days of the start of employment. Each employee shall, as a condition of continued employment, be a member in good standing with the union according to the Constitution and Bylaws of the Union

ARTICLE 2 - DEFINITIONS

Employee is any person employed full or part-time by the Employer in one of the positions listed in Schedule A.

Employer is the Village of Slocan.

Probationary Employee is an Employee who has not successfully completed the requirements of the probationary period pursuant to Article 3.06.

Regular Full-time Employee is an Employee occupying a position listed in Schedule A who has successfully completed the probationary period and who works a regular full-time work schedule.

Regular Part-time Employee is an Employee occupying a position listed in Schedule A who has successfully completed the probationary period and who regularly works less than the normal work week of the regular full-time Employee.

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

Immediate Family is a parent, spouse, child, common law parent, brother, sister, stepchild, grandparent (including common law grandparent), mother/father in-law, brother/sister in-law.

ARTICLE 3 - RECOGNITION AND REPRESENTATION

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent for all Employees employed at the Village of Slocan save except the following:

- Administrative Assistants
- Chief Administrative Officer
- Grant Funded positions

3.02 Work of the Bargaining Unit

Persons whose jobs (paid or unpaid) are not in the bargaining unit will not work on any jobs which are included in the bargaining unit except in cases mutually agreed upon by the parties, or in the event of an emergency. Bargaining Unit work will not include the Beach including washrooms and garbage receptables, Campground including washrooms and garbage receptable and the watering and weeding of planter boxes at the Village Office and Village intersections.

3.03 No Contracting Out

The Employer will not contract out bargaining unit work; only Employees hired according to the process specified in Article 17 – Posting of Positions, may perform bargaining unit work.

3.04 Employment Assistance Placements

The Employer will not use persons available through employment assistance programs to perform work of the Bargaining Unit.

3.05 Grant Funded Employees

Grant Funded Employee shall mean a person who is employed by the Employer during the period April 15 to October 15 of any year to perform seasonal work. Grant Funded Employees are not included in the Bargaining Unit and this Agreement does not apply to Grant Employees. The employment of a Grant Funded Employee shall not result in the layoff or reduction of hours of a regular Employee or the termination of a probationary Employee nor shall a regular Employee who is qualified and able to perform the required work be laid off while a Grant Funded Employee is employed by the Employer to perform that work.

3.06 Probationary Employees

Newly hired Full-Time Employees will be considered on a probationary basis for a period of six (6) calendar months. The probationary period for Regular Part-Time Employees shall be 975 hours worked from the date of hire. During the probationary period, Employees will be entitled to all rights and privileges of this Agreement unless otherwise specified. An Employee who has not completed their probationary period may be released based on a fair and proper assessment against reasonable standards of performance and suitability. After completion of the probationary period, seniority will be effective from the original date of employment.

3.07 Protection Against Volunteers

Volunteers will not be used to perform work of the bargaining unit.

3.08 No Other Agreements

No Employee will be required or permitted to make any written or verbal agreement with the Employer or their representatives, which may conflict with the terms of this Agreement. No individual Employee or group of Employees will undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

3.09 Employee Contact Information

The Employer will provide to the Union a list of all the Employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers).

3.10 Union Orientation Sessions

Potential Employees

During the interview process, the Employer will advise potential Employees that a collective agreement is in effect.

New Employees

On commencing employment in a position within the bargaining unit, the Employee's immediate supervisor or another representative of the Employer will introduce the new Employee to their Union Steward or Representative, as designated by the Union. The representative designated by the Union will be given an opportunity to meet privately with each new Employee during the first month of employment to acquaint them with the structure, benefits, and duties of Union membership. A maximum of sixty (60) minutes will be allowed for this

purpose within regular working hours and without loss of pay for either Employee.

3.11 Notification of new hires

The Union will be notified of the full name, job title/classification and employment status (e.g. full-time, part-time, temporary, casual), start date and work location of all Employees hired into the bargaining unit prior to their first day of employment.

3.12 Access to Work Site - Union Meetings

The Employer will permit the use of its premises for the purpose of Union meetings without cost to the Union.

3.13 Work Site Access

The Representative designated by the Union will be given access to work sites to meet with Employees covered by this Agreement during their meal and other scheduled breaks, whether paid or unpaid, with prior approval of the Chief Administrative Officer.

3.14 Right of Fair Representation

The Union will have the right at any time to have the assistance of Representatives of the Canadian Union of Public Employees when dealing with matters arising out of the Collective Agreement.

3.15 Bulletin Boards

The Village shall provide a Bulletin Board at the worksite which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. Such Bulletin Boards shall be placed in a prominent place for all employees to see.

3.16 Copies of the Agreement

The Employer shall arrange to print sufficient copies of the Collective Agreement within thirty (30) calendar days from the date signing. The Union and the Employer shall share the cost of printing equally.

ARTICLE 4 - NO HARASSMENT OR DISCRIMINATION

4.01 No Discrimination

The Village and the Union jointly affirm that every employee in the Village's service shall be entitled to a respectful workplace. The environment must be free of discrimination

and harassment as set out by the BC Human Rights Code and the Workers Compensation Act.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 Management Rights

The Employer reserves the right to operate and manage its business and to make and alter from time-to-time rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this agreement.

The Employer shall have the right to determine the occupational classification in which any employee, including a new employee, is employed, the right to promote, demote, transfer and lay-off employees either temporarily or permanently and the right to discipline or discharge employees for cause.

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

ARTICLE 6 - NO STRIKES OR LOCKOUTS

6.01 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.

6.02 Union Check-Off and Induction

The Village 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 pay period to each employee and remit the same to the Financial Secretary of the Union in the month following in which such deductions are made. The Village will at the time of making such remittances enclose a list of such employees from whose pay such deductions are made.

ARTICLE 7 - LABOUR MANAGEMENT RELATIONS

7.01 Representation

No individual Employee or group of Employees will undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer will supply the

Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

7.02 Union-Management Committee

A Union-Management Committee will be established consisting of representatives of the Union and representatives of the Employer.

7.03 Meetings of Committee

The Committee will meet at least once quarterly or as needed at a mutually agreeable time and place. Its members will receive a notice and agenda of the meeting which will be made available at least forty-eight (48) hours in advance of the meeting. Employees will not suffer any loss of pay for time spent with this Committee.

7.04 Chairperson of the Meeting

An Employer and a Union representative will be designated as joint chairpersons and will alternate in presiding over meetings.

7.05 Minutes of Meeting

Minutes of each meeting of the Committee will be prepared by the employer and adopted by the committee at the next meeting.

7.06 Jurisdiction of Committee

The Committee will not have jurisdiction over wages, or any matter of collective bargaining, and will have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

7.07 Bargaining Committee

A Bargaining Committee will be appointed or elected and consist of not more than three (3) members of the Employer as representatives of the Employer, and not more than three (3) members of the Union as representatives of the Union. The Union will advise the Employer of the Union nominees to the Committee. All time spent in negotiations shall be considered as time worked.

ARTICLE 8 - WAGES AND PREMIUMS

8.01 Pay Days

The Employer will pay salaries/wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay, each

Employee will be provided with an itemized statement of their salary/wages overtime and other supplementary pay and deductions.

8.02 Shift Premium

A shift differential of fifty cents will apply to all hours that are worked by Employees, outside of the hours of 6:00 a.m. to 8:00 p.m. Shift differential will be calculated on the regular straight-time rate of pay applicable to the work the Employee is performing.

8.03 Weekend Premium

A weekend differential of fifty cents will apply to shifts that are worked by Employees, which commence or finish outside of the hours of 5:59 pm on Friday up to and including 6:00 am Monday.

Weekend differential shall be in addition to the regular Shift Premium described in Article 9.02.

ARTICLE 9 - HOURS OF WORK

9.01 Normal Hours of Work

The normal hours of work will be forty(40) per week consisting of five (5) shifts of eight (8) consecutive hours, Monday to Friday, between the hours of 7:00 a.m. to 3:30 p.m.

The regular schedule will provide no more than five (5) work days without two (2) consecutive days off.

9.02 Meal Period and Rest Periods

One (1) unpaid meal period of thirty (30) minutes shall be provided for each Employee working a shift of five (5) hours or more. Employees who work the normal full time hours per day and who are unable to take their meal break will be paid one-half (1/2) hour at overtime rates.

Two (2) paid rest periods of fifteen (15) minutes each will be allowed to each Employee during a full working shift. Shifts less than six (6) hours will be allowed one (1) fifteen (15) minutes rest period.

9.03 Notice of Schedule

The hours of work of each employee shall be posted at least two (2) weeks in advance. The schedule will not be changed without the consent of the employee involved.

ARTICLE 10 - OVERTIME

10.01 Definition (Overtime)

All time worked in excess of eight (8) hours per day or forty (40) hours per week, or time spent working on a statutory holiday as defined in the Collective Agreement, will be considered as overtime.

10.02 Call Back Pay

Call-back opportunities shall be divided equally among the employees who are willing and qualified to perform the work that is available. An Employee who is called back, having completed their regular shift, other than for scheduled overtime work, will be paid time and one half for a minimum of two (2) hours or at their applicable overtime rate for the time worked on the call-back, whichever is the greater.

10.03 Overtime Pay

Overtime opportunities shall be divided equally among the employees who are willing and qualified to perform the work that is available. Overtime work will be paid for at the rate of time and one half (1.5) unless another rate is specifically stated.

10.04 Reporting Pay

An employee reporting for work on their regular shift will be paid their regular rate of pay for the period worked, with a minimum of two (2) hours pay.

10.05 Standby Pay

Where the employer requires an employee to be available on standby during Saturday, Sunday or Statutory holidays, the employee will be entitled to one and one half (1.5) hours of standby pay for each day. These hours may be taken in pay or banked as for Article 10.07.

10.06 Overtime Meals

An Employee who works two (2) hours of overtime immediately before or following their scheduled hours of work will. One half hour with pay an order that they may take a meal break either at or adjacent to their place of work.

10.07 Time Off in Lieu of Overtime

Accumulated time off may be earned to a maximum of 50 hours and any overtime earned thereafter shall be paid to the employee. In October of each year all employee banks will be paid out at the employee's regular rate of pay.

10.08 No Lay-Off to Compensate for Overtime

There shall be no layoff of regular hours to equalize any overtime which the Employee has worked.

ARTICLE 11 - EMPLOYEE BENEFITS

11.01 Disclosure of Information

The Union and the employees shall be provided access to a current copy of the Benefits Booklet outlining all insured benefits.

11.02 Benefit Coverage

The Employer shall pay one hundred percent (100%) of the cost of the following benefit plans for all Employees and their dependents after 3 months continuous service. An annual \$50 deductible will apply.

Life Insurance: 2 times the annual salary to maximum of \$93,000

Long Term Disability: 67% of monthly basic earnings

Dental:	Plan A	100%	\$2000 annual combined A&B
	Plan B	50%	
	Plan C	50%	\$1500 lifetime

Vision: \$200, every twenty-four (24) month

Paramedical:	Acupuncture	}	80% up to \$500 annually Combined \$500 annually
	Podiatrist	}	
	Psychologist	}	
	Speech Therapist	}	
	Physiotherapy	}	80%, Combined \$500 annually
	Massage	}	

Chiropractor	}	80% \$500 annually
Naturopath	}	

11.03 Changes to Benefits

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

11.04 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.

11.05 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.

11.06 Overage Dependents

Extended health and dental benefit coverage is extended to dependent children up to age twenty-five (25), who are enrolled full-time in school.

11.08 Continuation of Benefits

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

1. While on paid leave of absence
2. While absent due to an approved STD illness
3. While on recall to a maximum of three (3) months

The Employer will also maintain the Employee's dependents' health benefits, at the pre-death level, for a period of six (6) months, following the death of a full-time Employee, other than a retiree.

11.09 Improvements from Savings

The Employer shall give notice to the Union of any dividend, premium reduction, experience rebate or other savings from the benefit plans, including as a result of legislative action.

11.10 Municipal Pension Plan

All eligible employees will be enrolled in the Municipal Pension Plan after completing the probationary period.

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 by virtue of being sick, disabled or because of an accident for which compensation is not payable under the Workers Compensation Act.

12.02 Amount of Sick Leave

The employer will provide ten (10) paid sick leave days as well as Short Term Disability (STD) at 67% for the first 17 weeks following the elimination period and Long Term Disability (LTD) at 67% after 119 days.

12.04 Proof of Illness

Employee's may be required to provide a doctor's certificate, certifying that the Employee was unable to carry out their duties due to illness. If there is a cost to the Employee for the medical certificate, it will be paid for by the Employer.

12.05 Notification to Employer

An Employee who is unable to report for duty on their scheduled shift will notify the Employer of this fact in advance of the commencement of their scheduled shift; provided that this requirement will be waived by the Employer where the Employee was unable to give such notice due to circumstances beyond their control.

12.06 Medical Care Leave

Employees may be allowed to use sick leave credits in order to engage in personal preventative medical health and dental care. Permission will not be unreasonably withheld provided adequate notice is given in advance.

ARTICLE 13 - VACATION

13.01 Annual Vacation

All regular employees shall be credited for any granted vacation hours earned based on hours worked, up to their anniversary date as follows:

- Two (2) weeks after one (1) year
- Three (3) weeks after three (3) years
- Four (4) weeks after five (5) years
- Five (5) weeks after nine (9) years

13.02 Carry-Over of Vacation

Employees will be allowed to carry forward paid vacation time into the next calendar year to a maximum of two (2) weeks. Employees may request to carry over more than two (2) weeks for special circumstances.

In the event vacation cannot be taken in the year it was earned, and is not being carried over, it will be paid out in the 2nd pay period of the following year. Annual vacation is intended to be used for the year it was earned.

13.03 Vacation Scheduling

Preference of scheduling for vacation will be based on seniority and, in the case of equal seniority, the first submitted will be given preference.

An employee's vacation, where practicable, be granted at the time requested but in all cases the commencement date shall be at the discretion of the Employer.

13.04 Unbroken Vacation Period

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

13.05 Approved Leave of Absence During Vacation

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

13.06 Vacation Pay on Termination

An Employee terminating their employment at any time in their vacation year before they have had their vacation will be entitled to a proportionate payment of salary or wages in lieu of such vacation.

ARTICLE 14 - LEAVES

14.01 Family Leave

Leave with pay will be granted up to a maximum of three (3) days off with pay per calendar year and without loss of seniority for serious illness in the immediate family or other serious family emergencies.

14.02 Compassionate Leave

Employees will be granted a leave without pay consistent with ESA, 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.

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 seniority.

14.03 Maternity/Adoption and Parental Leave

Maternity/Adoption and Parental Leave are in accordance with the provisions of the *Employment Standards Act*.

Employees may continue group benefits coverage while on Maternity/Adoption and Parental Leave provided premiums are paid, monthly in advance, by the employee.

14.04 Bereavement Leave

Employees shall be granted bereavement leave of three (3) regularly scheduled consecutive work days, without loss of pay and benefits, in case of death within the Province and two (2) additional days for out of province for the death of a parent, spouse, child, common law parent, brother, sister, stepchild, grandparent (including common law grandparent), mother/father in-law, brother/sister in-law.

14.05 Jury Duty and Court Attendance

If an Employee is required as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law the Employee will not lose regular pay or seniority because of such attendance, provided that the Employee:

- a) Notifies the Employer immediately on the Employee's notification that he will be required to attend at court;
- b) Present proof of service requiring the Employee's attendance; and
- c) Deposits with the Employer the full amount of compensation received, excluding mileage, traveling and meal allowance, and an official receipt thereof.

14.06 Unpaid Leave of Absence

The Employer shall grant leave of absence without pay and without loss of seniority to employees requesting such leave for good and sufficient cause, provided it does not negatively impact the Employer's operations.

Such leave will not affect any parental leave 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.

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

14.07 Leave of Absence for Full-Time Union or Public Duties

An Employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated, or who is elected to public office, will be granted leave of absence with pay and without loss of seniority. The Union will reimburse the Employer for the receipt for such pay.

14.08 Union Leave

Upon notification to the Employer, an Employee elected or appointed to represent the Union at Union functions will be allowed a leave of absence with pay and benefits and without loss of seniority, and dependent on operational requirements. The Union will reimburse the Employer for receipt of such pay.

14.09 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. Such leave shall be taken from the sick leave entitlement identified in Article 12.02

- a) 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;
- b) The employee is required to self-isolate due to an order of a medical practitioner;
- c) The employer has directed the Employee not to work to prevent the spread of a communicable disease; or
- d) 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.

14.10 Reservist Leave

An employee who is a reservist as defined in the *National Defence Act* is entitled to unpaid leave for any period time in which they are deployed or required to attend training in connection with reservist duties.

14.11 Disappearance of a Child

An Employee whose child under the age of 19 years disappears and where it is probable that the disappearance is the result of a crime, the Employee is entitled to unpaid leave totalling 52 weeks to be taken within the 53 week period commencing from the date of the child's disappearance.

14.12 Sexual and Domestic Violence Leave

An Employee who experiences sexual or domestic violence, including psychological or attempted violence, as well as domestic violence directed at a child or other person under the Employee's care, is entitled to five (5) days of leave, as well as an additional five (5) days to be taken from the employee's sick leave entitlement as defined in Article 12.02, plus fifteen (15) weeks of unpaid leave.

14.13 Election Leave

An Employee who runs for public office in an 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.

14.14 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.

14.15 Special Leave

Employees are entitled to three (3) days of paid leave annually in the event of a household emergency which may include serious fire, flood or natural disaster affecting the employees' home.

ARTICLE 15 - PAID HOLIDAYS

15.01 Paid Statutory Holidays

The Employer recognizes the following as paid holidays:

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

as well as any other day declared by the provincial or federal government.

Employees whose religious observances are not accommodated in the statutory public holiday list may request to exchange their religious observance for one of the listed holidays.

15.02 Payment for Holidays

An Employee who is required to work on any of the above-named holidays will receive pay at the rate of time and one-half (1½) the Employee's regular hourly rate for every hour worked on such day, in addition to pay for the holiday at the

Employee's regular hourly rate or the Employee may be granted an alternate day off (lieu day), at a mutually agreeable time.

Payment for such lieu day will be based upon the entitlement the Employee otherwise would have been eligible to receive for the holiday at straight time hourly rates. Holiday pay is payable for the entire shift where any part of the shift is worked on the holiday.

15.03 Holidays for Days Off

When any of the above noted holidays fall on an Employee's scheduled day off, the Employee will receive another day off with pay at a time mutually agreed upon between the Employee and the Employer, or by mutual agreement, a day's pay in lieu thereof.

15.04 Paid Holidays During Vacation or Leave

If a paid holiday falls or is observed during an Employee's vacation period the Employee will be granted an additional day's vacation with pay for each holiday, in addition to their regular vacation time. If a paid holiday falls or is observed during an Employee's authorized paid leave period, that day shall count as a paid holiday and not as a day of leave.

ARTICLE 16 - FEES AND ALLOWANCES

16.01 Education and Professional Fees

The Employer agrees to pay all wages and costs of any upgrading or courses that are required to be taken by any Employee. In addition, Employees will receive pay for any lost wages. Such approval will not be unreasonably withheld.

Where an Employee is required to maintain a certification that pertains to their position, the Employer will pay for the fees associated with that certification. This will not be interrupted by a temporary reassignment or secondment.

16.02 Mileage Allowance

- a) When Employees are required by the Employer to use their own vehicles in the performance of their duties, they will be reimbursed for all distance driven for Employer business purposes at the rate established by the CRA for January of the year it was used.
- b) When calculating the distance where a trip begins at home, the distance charged will be lesser from home or office to the designated location.

16.03 Equipment and Tools

The Employer will supply all tools and equipment required by Employees in the performance of their duties. Purchase of tools and equipment will be at the discretion of the employer. Employees will report a lost or stolen tool to the Employer.

16.04 Safety / Clothing Allowance

Where the Employer requires employees to wear special clothing including, safety clothing, the Employer will provide these to the employee.

16.05 Safety Boot Allowance

The Employer will provide a boot allowance of two hundred (\$200.00) every two (2) years to all Employees required to wear CSA approved safety footwear. Receipts must be provided to the employer and allowances will not be carried over.

ARTICLE 17 - POSTING OF POSITIONS

17.01 Classifications

When a new position is created or a current position is materially changed (e.g. duties, qualification, etc.), the employer will provide a copy of the new or changed Job Description to the Union for its information.

The employer will determine wage rates for new and changed positions based on the duties, skills, abilities, experience and education required for the position as they compare to other positions within the Village.

If this rate is acceptable to the Union, it will become the rate for the job. If within thirty (30) day the Union determines the rate is not acceptable, they will advise the Employer and negotiations will then take place between the parties in an effort to establish a rate, which is mutually satisfactory. If the parties are unable to reach an agreement, the matter will be submitted to arbitration. The emend rate will apply retroactively to the time the position was first filled by the Employee.

17.02 Temporary Vacancies

Temporary vacancies anticipated to be less than six (6) weeks duration will not be posted, unless otherwise agreed between the Employer and the Union. The Employer will endeavor to distribute shifts as equally as possible.

A vacancy that occurs for more than six (6) weeks will be posted stating that the position is limited and will indicate the estimated duration of the limited job. In any event, the limited job will not exceed twenty four (24) months. Upon termination of a limited job, the Employee filling the vacancy will be returned to

the classification and job location in which they last worked. In the event that a part-time Employee is a successful applicant, the said Employee will retain their part-time status during the limited full-time period.

The successful applicant for a temporary full-time vacancy will fill the vacancy within a reasonable time frame based on operational needs.

17.03 Appointments

The Village agrees, seniority shall be the determining factor in all cases of promotion, transfer, where competency, efficiency, ability and qualifications of competing employees are equal. The employer shall determine competency, efficiency, ability and qualifications in a fair and equitable manner.

17.04 Trial Period

The successful applicant will be placed on trial for a period of three (3) months Conditional on satisfactory service, such trial promotion will become permanent after the period of three (3) months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the Employee in consultation with the employer finds themselves unable to perform the duties of the new job classification, they will be returned to their former position and salary without loss of seniority. An Employee deemed unsatisfactory in the trial period by the Employer shall have the right to grieve. Any other Employee promoted or transferred because of the rearrangement of positions will also be returned to their former position and salary without loss of seniority.

17.05 Union Notification

The Union will be notified of all appointments, hirings, layoffs, recalls and terminations of employment. The Union will be supplied a copy of each posting.

ARTICLE 18 - SENIORITY

18.01 Recognition of Seniority

Both parties recognize the principle of promotion within the service of the Employer and that job opportunities should increase in proportion to length of service.

18.02 Seniority Defined

Seniority is defined as the length of service with the Employer in the bargaining unit. Notwithstanding the above, a part-time Employee cannot accrue more than one year's seniority in a twelve (12) month calendar period. Seniority will be used

in determining preference or priority for promotions, transfers, schedules, call-ins, demotions, layoffs, and recall, provided that the senior Employee is able to meet the normal requirements of the job. Seniority will operate on a bargaining-unit-wide basis.

18.03 Seniority Lists

The Employer will maintain a seniority list showing the date upon which each Employee's service commenced as well as the total number of hours paid since commencement of service. An up-to-date seniority list will be sent to the Union and posted on all bulletin boards in January of each year.

Regular Full-time Employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire, including all previous service prior to Certification. Seniority will operate on a bargaining unit wide basis.

Regular Part-Time Employees will accumulate seniority on the basis of one (1) year's seniority for each two thousand and eighty (2080) hours paid in the bargaining unit as of the last date of hire, including all previous service prior to Certification. Seniority will operate on a bargaining unit wide basis.

An employee's name will not be placed on the seniority list until they have completed their probationary period as outlined in Article 3.06.

For the purpose of this Article, time away from work that is protected by the Employment Standards Act or the Human Rights Code will be deemed to be hours paid.

Seniority, as set out on the posted seniority list, will be used for all of the purposes set out in the Collective Agreement save and except for promotions and layoffs. For promotions and layoffs, the seniority list will be updated to the end of the pay period prior to the pay period during which the job was posted, or the notice of layoff was given.

All seniority, vacation and other credits obtained under this Agreement will be retained and transferred with the Employee when reclassified.

18.04 Seniority While Outside Bargaining Unit

No Employee will be forced to take any position outside of the bargaining unit. An Employee may accept a temporary non-Union assignment of up to six (6) months in a twelve (12) month period without losing their seniority in the bargaining unit. This time frame may be extended by an additional six (6) months upon mutual agreement between the Parties. It is agreed that any and all vacancies resulting from the initial vacancy will be posted and filled as per Article 17. Upon return to the bargaining unit, the Employee will be returned to their former position.

In addition, any other job position changes to any other bargaining unit member will also revert back to their original positions. Upon return to the bargaining unit, the Employee's seniority date will be adjusted by the number of weeks the Employee is in the excluded position. During this period of leave, the Employee will continue to pay Union dues based on the rate of pay in the new position.

18.05 Loss of Seniority

An Employee will not lose seniority rights if they are absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer.

An Employee will only lose their seniority in the event:

- a) They are discharged for just cause and are not reinstated.
- b) They resign and do not rescind resignation within twenty-four (24) hours.
- c) They are laid off in excess of twelve (12) months.

18.06 Transfer from Full-Time to Part-Time

If an employee transfers from full time to part time or part time to full time, seniority will be calculated based on 2080 hours per year, representing full time hours.

ARTICLE 19 - LAYOFFS AND RECALLS

19.01 Definition (Lay-Off)

A lay-off will be defined as a lack of work, reduction in the workforce, or a reduction of 20% or greater of current full-time equivalency.

19.02 Layoff Notice

In the event of a layoff, Employees with six (6) months or more service will receive at least two (2) weeks prior notice or pay in lieu thereof. Employees with three or more years' seniority will receive one (1) additional weeks' notice or pay in lieu thereof for each subsequent year to a maximum of eight (8) weeks.

Notice of layoff will be in writing, with a copy to the Union. Employees who are laid off and subsequently recalled within one (1) year will be credited with previous seniority.

19.03 Layoff Procedure

Employees will be laid off in reverse order of their seniority. When layoffs occur, the Employee(s) occupying the position(s) affected will have the right to accept

the layoff, or be entitled to exercise their seniority to bump a less senior Employee, providing they have the qualifications, ability and skills to perform the work of the position they chose to bump into. The Employee must be able to perform the job within a reasonable period of orientation. Such period of orientation not to exceed thirty (30) working days.

19.04 Recall Procedure

Employees will be recalled in the order of their seniority providing they are qualified to do the work. No new Employee will be hired until those laid off have been given an opportunity for reemployment. Employees will not lose recall rights if they refuse a temporary position of two weeks or less duration.

ARTICLE 20 - GRIEVANCE PROCEDURES

20.01 Recognition of Union Stewards and Grievance Committee

The Employer agrees that upon request, time spent investigating and settling disputes during working hours involving its employees by the Union Steward shall be considered as time worked. 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. The Union agrees to forward to the Village a written list of names of such Steward and replacements thereto.

20.02 Grievance Committee

The Grievance Committee will be composed of up to three (3) members of the Union.

20.03 Permission to Leave Work

The Employer agrees to grant time off with pay during any working day, where operationally feasible, to Officers of the Union in order to attend grievance meetings with representatives of management of the Employer, provided that a request for such time has been approved by management.

In order that the work of the Employer shall not be unreasonably interrupted, no Steward shall leave the job without obtaining the permission of the Supervisor.

20.04 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.

20.05 Grievance Procedure

In the event of an employee having a grievance, the settlement of said grievance shall be handled under the following procedures:

1. Stage 1
Within five (5) calendar days of learning of the grievance, the employee or employees concerned, with Union representation, shall endeavor to settle the grievance with the immediate Supervisor. Failing to reach a satisfactory settlement of the grievance within three (3) working days the grievance may be referred to stage 2.

2. Stage 2
The employee or employees concerned, with Union representation, shall meet with the CAO and submit the grievance in writing. Failing to reach a satisfactory settlement of the grievance within seven (7) working days, the grievance may be submitted to Stage 3.

3. Stage 3
The grievance shall be submitted to Arbitration and/or mediation by notice writing by either party.

4. Time Limits
Time limits may be varied only by mutual agreement between the Parties, such extension will not be unreasonably denied.

20.06 Arbitration / Mediation

In the event the Employer and the Union are unable to agree upon the selection of a single arbitrator, the parties can utilize other processes of selection available to them.

The decision of the single arbitrator, with respect to an interpretation or alleged violation of this Agreement, shall be final and binding upon the Parties.

Each Party shall pay fifty percent (50%) of the cost of the single arbitrator or mediator.

20.07 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, Stage 1 of this Article may be by-passed.

20.8 Replies in Writing

Replies to grievances stating reasons, will be in writing at stage 2.

20.9 Definition of Working Days

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

ARTICLE 21 - ARBITRATION PROCEDURE

21.01 Powers of Board

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

21.02 Time Limits

The time limits mentioned in this Article and in the preceding Article may be extended by mutual agreement of the parties.

ARTICLE 22 - DISCIPLINE, DISCHARGE AND PERSONNEL RECORDS

22.01 Principle of Innocence

The Employer and the Union agree to adhere to the principle of progressive discipline. Any Employee may be dismissed or suspended, but only for just cause. In cases of suspension or dismissal, proof of just cause will rest with the Employer.

22.02 Union Representation

An Employee who is called to a meeting by Management where discipline is reasonably foreseeable, will be advised of the purpose of the meeting and will have the right to request the presence of a Union representative. Any and all discipline provided to the Employee will be deemed null and void unless a Union representative is present.

22.03 Disciplinary Action

The Employee and the Union will be promptly notified in writing of any disciplinary action.

Records of disciplinary action, letter of reprimand or adverse report(s) on an Employee will remain on the personnel file for a period of twelve (12) months. Letters of Suspension will remain on a personnel file for a period of eighteen (18) months. Additional incidents giving rise to further discipline within the twelve (12) or eighteen (18) month time frame will result a re-start of the retention period

A copy of any disciplinary action, which is placed in the Employee's personnel file, will be given to the Employee and the Union.

22.04 Access to Personnel File

By providing appropriate notice, an Employee will have the right during normal business hours of the administration office to have access to a copy of and review their personnel file. The Employee is entitled to receive a copy of the file if requested with advance notice.

An Employee will have the right to respond, or to correct an error or omission, in writing to any document contained therein. Such a reply will become part of the permanent record.

ARTICLE 23 - HEALTH AND SAFETY

23.01 Responsibilities

The Employer will take every precaution reasonable in the circumstances for the protection of Employees.

The parties agree to abide by the Workers Compensation Act and its regulations. The Union and the Employer, as a matter of principle, recognize that occupational health and safety is a shared concern. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, injury, and illness, and to promote the health and safety of all Employees.

23.02 Health and Safety Committee

A joint management and Employees Health and Safety Committee will be established according to the Workers Compensation Act. Scheduled time spent in such meetings is to be considered to be time worked and will be paid according to the collective agreement. Minutes will be taken of all meetings and copies will be sent to the Employer and to the Union.

23.03 Work Refusal under Health and Safety

No Employee will be disciplined for refusal to work on a job, which, in the opinion of the Employee, is not safe, provided that their refusal to work was made in good faith.

23.04 Union Notification

A Union member of the Health and Safety Committee shall be notified, as promptly as possible, of any reported work-related accident(s), incident(s) or illness(s) that are work-related and require a committee investigation. The purpose of this investigation is to find the causal and contributing factors of the accident, incident, or disease and to develop corrective actions using the hierarchy of controls and written procedures to prevent it from happening again. The member shall be a part of all aspects of the investigation. Where there is a disagreement over the causal and contributing factors of an incident or the recommendations, both views will be recorded in the written report. For further clarity incidents that did or could have led to lost time injuries, fatalities or illness shall be investigated by the committee.

ARTICLE 24 - WORKPLACE SURVEILLANCE

24.01 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.

ARTICLE 25 - TERM OF AGREEMENT

25.01 Agreement Term

The term of this Agreement will be from of January 1, 2022 to December 31, 2024 and will continue from year to year upon the expiration of that term.

25.02 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

SIGNED THIS _____ Day of March, 2023

Signed on Behalf of the Employer

Signed on Behalf of the Union

SCHEDULE "A"

CLASSIFICATIONS AND WAGES

		Jan 1/22	July 1/22	Jan 1/23	Jan 1/24
		10%	5%	3.25%	2.50%
Public Works Supervisor	26.97	29.67	31.15	32.16	32.97
Utility Worker/ Operator	18.73	22.25	23.36	24.12	24.73
Labourer	15.65			18.66	19.13

