

COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE VILLAGE OF MASSET

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 105-03

JANUARY 1, 2022 TO DECEMBER 31, 2024

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AGREEMENT BETWEEN:
THE CORPORATION OF THE VILLAGE OF MASSET
(hereinafter called the "Village")
and
THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 105-03
(hereinafter called the "Union")

PREAMBLE

It is the desire of both parties to this Agreement:

1. To maintain and improve harmonious relations and settle conditions of employment between the Village and the Union.
2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment and benefits.
3. To encourage efficiency in operations.
4. To promote the morale, well being and security of all employees in the bargaining unit of the Union.
5. The parties agree that the Village may employ students under a Village sponsored Federal or Provincial financial assistance project.
6. The parties agree that the Village may employ temporary employees on a seasonal or project basis not to exceed three (3) months. Temporary employees may be hired to replace regular employees on a leave of absence.
7. The Collective Agreement does not apply to the Chief Administrative Officer or the Chief Financial Officer.

It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

ARTICLE 1 MANAGEMENT RIGHTS

1.01 Direct the Working Forces

Without restricting the rights of the employees under the terms of this Agreement, the Union recognizes the right of the Village to manage its affairs and operations and to direct its working forces, including the right to discipline or suspend or discharge for proper cause, and the right to hire, promote, assign work, demote, lay off, transfer, determine job content and evaluate jobs, and the foregoing shall not be deemed to exclude other functions of management not specifically covered in this Agreement. The Village shall not exercise, in a discriminatory manner, its right to direct the working force.

1.02 Management's Delegate

The parties agree that the foregoing enumeration of management's rights shall be vested in the Chief Administrative Officer or their delegate. Such a delegate shall not be a member of the Union.

ARTICLE 2 RECOGNITION AND NEGOTIATIONS

2.01 Bargaining Agent

The Village recognizes the Canadian Union of Public Employees and its Local 105 as the sole and exclusive collective bargaining agent for its employees, and hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any difference that may arise between them.

2.02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except as described below where a bargaining unit employee is not available, or in mutually agreed cases. On every alarm the working foreman or employee in charge must be notified.

The parties recognize that bargaining unit work may be performed by non-bargaining unit employees in the Administrative offices during the regular hours of operation.

Notwithstanding the above, the use of non-bargaining unit personnel shall not result in the reduction of hours of work of bargaining unit employees or in the regular substitution of bargaining unit employees with non-bargaining unit personnel.

It is understood that the reference to hours of operation in paragraph two refers to the hours that the Administration office is open to the public.

2.03 No Other Agreements

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

2.04 Technical Information

The Village shall make available to the Union, on request, information required by the Union, on job descriptions, positions in the bargaining unit, job classifications, employee hours of work, financial and actuarial information pertaining to pension and welfare plans required for collective bargaining.

2.05 Provision Apply to all Employees

The provisions of the Collective Agreement are applicable to all employees unless otherwise stated within this Agreement.

ARTICLE 3 NO DISCRIMINATION

3.01 No Discrimination or Coercion

There shall be no discrimination or coercion by the Village or by the Union against any employee because of the employee's union or non-union affiliations with other unions, or against any employee because of his activity in union affairs, or because of age, race, creed, color, nationality, sex, religion, sexual orientation, marital status, place of residence, political affiliation or activity. Unless otherwise herein specifically provided, union activities shall not be pursued during working hours.

ARTICLE 4 UNION SECURITY

4.01 All Employees to be Members

All employees, as defined in the Bargaining Unit Certification, shall, as a condition of continuing employment, become and remain members in good standing of the Union within thirty (30) days of employment with the Village.

4.02 Union Notification

The Village undertakes to advise the Union Secretary-Treasurer in writing on or before the fifteenth (15th) day of each calendar month the names of all new Village employees engaged during the preceding calendar month.

ARTICLE 5 CHECK OFF OF UNION DUES

5.01 Check-Off

The Village shall deduct from every employee, upon receipt of a duly signed authorization, any dues, initiation fees or assessments owing by him to the Union. As a condition of employment, an employee shall sign an authorization card. The initiation fee shall be deducted from the first pay cheque of a new employee.

5.02 Deductions

Deductions shall be made from each employee's earnings and shall be forwarded to the Secretary-Treasurer of the Union no later than the fifteenth (15th) day of the month following, accompanied by a list of the names of the employees from whose wages the deductions have been made.

5.03 Union Dues Receipts

At the time that Income Tax (T-4) slips are made available, the Village shall include the amount of union dues paid by each Union member in the previous year.

ARTICLE 6 THE VILLAGE AND UNION SHALL ACQUAINT NEW EMPLOYEES

6.01 Acquaint New Employees with the Collective Agreement

The Village agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off.

6.02 Copies of Agreement

On commencing employment, the employee shall be introduced to his Shop Steward. The Steward shall provide him with a copy of the Collective Agreement and shall be responsible for acquainting the employees with the benefits and duties of Union membership and his responsibilities and obligations to the Village and the Union.

ARTICLE 7 CORRESPONDENCE

7.01 Correspondence between the Parties

All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Chief Administrative Officer, or their delegate, and the Union Steward, with a copy to the Secretary-Treasurer of Local 105.

ARTICLE 8 LABOUR/MANAGEMENT COMMITTEE

8.01 Establishment of Committee

A Labour/Management Committee shall be established consisting of not more than two (2) representatives of the Village and not more than two (2) representatives of the Union.

8.02 Jurisdiction of Committee

Issues pertaining to the performance of work, operational problems, conditions of employment, harmonious relations (excluding Collective Agreement negotiations and grievances), and health and safety issues as per Article 27, may be referred to the Labour/Management Committee by either party for discussions and recommendations. The parties shall meet within seven (7) working days, provided the CAO or their designate is within the Village of Masset, or as soon thereafter as is practicable.

8.03 Meeting of Committee

Both parties agree that Labour/Management meetings will be scheduled to minimize disruption of the workplace. Either party may request that a meeting be convened, in which case the Chief Administrative Officer shall notify the parties of the time and place.

ARTICLE 9 LABOUR MANAGEMENT RELATIONS

9.01 Right to Assistance from CUPE Representatives

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Village. Such representatives shall have reasonable access, upon notification to the Chief Administrative Officer, to the Village's employees at any time in order to investigate and assist in the settlement of a grievance.

9.02 Required to Act Only on Directions of Their Immediate Foreman, Etc.

The Village agrees that bargaining unit employees shall not be required nor permitted to take direction from municipal councilors, committee members/representatives, or members of the public. Direction shall be provided by management and supervisory personnel only.

ARTICLE 10 GRIEVANCE PROCEDURE

10.01 Settling of Grievance

In the event that any difference arises out of the interpretation, application, operation or any alleged violation of this Agreement, including any difference arising from the suspension or dismissal of any employee, and including any question or difference as to whether any matter is arbitrable, such question or difference shall be finally and conclusively settled without a stoppage of work in the following manner:

Step 1

The aggrieved employee, with or without his steward, shall seek to settle the difference with the employee's immediate supervisor within ten (10) working days of the incident which gave rise to the grievance or within ten (10) working days from the time the employee or the Union became aware of the grievance.

Step 2

Failing satisfactory settlement at Step 1, the Union shall submit the grievance, in writing, within ten (10) working days, to the Chief Administrative Officer who shall hold a meeting with the Union to discuss the grievance and will render his decision within ten (10) working days after receipt of the grievance.

Step 3

Failing satisfactory settlement at Step 2, the Union may submit the grievance in with the Union to discuss the grievance and will render their decision within seven (7) days following the next regularly scheduled council meeting.

Step 4

Failing satisfactory settlement at previous Steps, the Union may submit the grievance to a Board of Arbitration. The Union shall notify the Village of its decision within five (5) working days.

The Board of Arbitration shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which it deems just and equitable.

10.02 Permission to Leave Work

In order to provide an orderly and speedy procedure for the settling of grievances, the Village acknowledges the rights and duties of the Union Steward. The Steward may assist any employee which the Steward represents, in preparing and presenting their grievance in accordance with the grievance procedure.

In this effort, the Village agrees that the Steward, or in his absence a recognized representative of the Union, shall not be hindered, coerced, restrained or interfered with in any way in the performance of his duties while investigating potential disputes and presenting grievances. The Union understands and agrees that the Steward is employed to perform full-time work for the Village and that he shall not leave his work during working hours except to perform the duties of a Steward. Therefore, the Steward shall not leave his work without obtaining the permission of the CAO, or designate, which permission shall not be unreasonably withheld.

10.03 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees, the Union or the Village has a grievance, Step 1 of Article 10.01 may be bypassed.

10.04 Union Representatives

The Union shall notify the Village, in writing, of the name of the Steward, as well as Executive Officers, and joint committee representatives. The Union shall notify the Village within ten (10) working days of the appointments or election.

10.05 Referral to Expedited Arbitration

At the conclusion of Step Three (3) of the grievance procedure, should Council reject the grievance, the parties may agree to refer the grievance to Expedited Arbitration in accordance with Article 11.07 within fifteen (15) working days. Should such a referral be made Step Four (4) of the grievance procedure shall not be applied.

ARTICLE 11 ARBITRATION

11.01 Composition of Board of Arbitration

A Board of Arbitration shall consist of a single arbitrator selected by agreement of the parties.

11.02 Failure to Appoint

Should the members appointed by the parties fail to agree on a Chairperson within the said five (5) days, the Chairperson shall be appointed by the Minister of Labour of the Province of British Columbia.

11.03 Decisions of the Board

- (a) In the event the Board of Arbitration finds that an employee has been dismissed or suspended for other than proper cause, the Board may direct the Village to reinstate the employee and pay to the employee a sum equal to his or her wages or salary lost by reason of such suspension or discharge, or such lesser sum as, in the opinion of the Board of Arbitration, is fair and reasonable, or make such other order as it considers fair and equitable, having regard to the terms of the Collective Agreement.
- (b) The decision of the Board shall be final and binding upon both parties.
- (c) The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.

11.04 Arbitration Expenses

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

11.05 Amending a Time Limit

Wherever a time limit is mentioned in the grievance or arbitration procedures, it may be extended by mutual consent of the parties.

11.06 Expedited Arbitration

Where agreement is reached to refer a grievance to expedited arbitration under this Collective Agreement, the following procedures shall apply:

1. The parties shall attempt to agree on an arbitrator from the following list: David McPhillips, Christopher Sullivan, or Judi Korbin. Failing agreement within ten (10) days, the arbitrators listed shall be appointed on a rotational basis.
2. Where there are multiple grievances referred to expedited arbitration at the same time, all such outstanding grievances shall be dealt with by the same arbitrator at one time.
3. Neither party shall use legal counsel to present their case.
4. Subject to Paragraph 10, the arbitration shall take place in Masset at a mutually agreeable time and location set by the arbitrator. The parties shall each bear one-half (1/2) of the cost and expenses of the arbitrator.

5. The arbitrator shall schedule a pre-hearing conference call in advance to determine the issues in dispute and to attempt to resolve any preliminary issues and to make any pre-hearing orders that may be required.
6. The arbitrator shall take the necessary steps to ensure that the parties have satisfied their respective obligations to produce reliance documents and to provide meaningful particulars of the matters in issue.
7. The parties will whenever possible, draft a statement of agreed facts and agree on the admissibility of documents prior to the arbitration date.
8. The parties agree to use a thorough opening statement to present their respective cases. Witnesses who are called to testify may give their evidence in narrative form, and may be cross-examined by the opposite party. The arbitrator may also examine the witness to the extent he or she deems appropriate.
9. Written submissions may be presented by either party only when there is mutual agreement to do so. The parties agree to make limited use of authorities and each party shall give a copy to the other party no less than two (2) clear weeks in advance of the hearing. Notwithstanding these limitations, the arbitrator shall have jurisdiction to consider and apply relevant authority.
10. With the consent of the parties, the arbitrator may attempt to mediate the dispute. All mediated results shall be "without prejudice".
11. The arbitrator may conduct the hearing by teleconference, video conferencing or such other means as the arbitrator considers appropriate with consideration of costs, provided the process followed satisfies the requirement of a fair hearing.
12. The expedited arbitrator shall have the same powers and authority as an arbitrator established under the applicable labour legislation in the Province of British Columbia. The decision of the arbitrator shall be final and binding on the parties.

ARTICLE 12 DISCHARGE, SUSPENSION AND DISCIPLINE

12.01 Warnings

Whenever the Village deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to or may follow if such employee fails to bring his work up to a required standard by a given date, the Village shall within five (5) days thereafter give written particulars of such censure to the employee involved, with a copy to the Recording Secretary of the Union.

12.02 Discharge or Suspension

An employee who has completed his probationary period may be disciplined, dismissed or suspended but only for just cause. When an employee is

disciplined, discharged or suspended, he shall have the reason given in the presence of the Steward, if the employee so elects. Such employee and the Union shall be advised promptly in writing by the Village of the reason for such discharge or suspension.

12.03 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under the Grievance Procedure. Step 1 of the Grievance Procedure shall be omitted in such cases.

12.04 Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall immediately be reinstated in his former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

12.05 Adverse Reports

The record of an employee shall not be used against him at any time in the following instances:

- (a) When twenty-four (24) months have elapsed since the suspension, provided there has been no recurrence of a similar and/or any other infraction.
- (b) When eighteen (18) months have elapsed since the issuance of a letter or verbal reprimand, provided there has been no recurrence of a similar and/or other infraction.

12.06 Crossing of Picket Lines During Strike

In the event that any employees of the Village, other than those covered by this Agreement, engage in a legal strike, or where employees in a labour dispute engage in a legal strike and maintain picket lines, the employees covered by this Agreement shall have the right to refuse to cross such picket lines. Failure to cross such a picket line or handle goods from an employer where a strike or lockout is in effect when the Canadian Labour Congress, its affiliates or subordinate bodies have declared such goods hot, shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

12.07 Emergency Service During Strike

Both parties agree to attempt to obtain an agreement with the striking union for permission to provide emergency services where and when required.

12.08 Political Action

By way of a two (2) days written notice from the Union to the Village, no employee shall be disciplined for participation in any political action called by

the Canadian Labour Congress, BC Federation of Labour or the Canadian Union of Public Employees (National or Provincial) other than the loss of wages for absence from work.

12.09 Access to Personnel File

The parties agree that any correspondence or any other written material of any nature that is contained within the Village's personnel file of an employee shall be copied to the employee and confirmed by signature of the employee that the employee has received a copy.

ARTICLE 13 SENIORITY

13.01 Federal/Provincial Aided Projects

For all individuals specifically hired as employees by the Village on Federal or Provincial financial aided Municipal projects, seniority shall not take effect until such projects have been completed and the individuals hired are subsequently retained by the Village to do other Municipal work. Seniority shall date from the date of being hired to do other Municipal work.

13.02 Seniority Defined

Seniority is defined as the length of service in the bargaining unit. All employees shall, upon completion of the probationary period, have seniority from the original date of hire.

13.03 Seniority List

The Village shall maintain a seniority list showing the date upon which each employee's service commenced with the Village. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards every six (6) months.

13.04 Probationary Employees

All newly hired regular employees shall serve a probationary period not exceeding three (3) consecutive months from the date of hire, during which period such an employee may be terminated for just cause. Returning employees with seniority shall not serve another probationary period.

13.05 Loss of Seniority

An employee shall only lose his seniority in the event:

- (a) He is discharged for just cause and is not reinstated;
- (b) He resigns;
- (c) He fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Village informed of his current address in writing;
- (d) He is laid off for a period longer than twelve (12) months.

ARTICLE 14 EMPLOYEE DEFINITIONS

14.01 Definition of Regular Employees

A regular employee is defined as an employee who was the successful applicant on a posted regular position and has successfully completed a probation period.

14.02 Student Employees

A student employee shall mean a student hired on a full-time basis between May 1st and the second (2nd) Friday of September. A student is defined as a person who intends to continue his education on a full-time basis within the next twelve (12) months. The Village shall advise the student, at the time of appointment, of the anticipated date of termination. Notwithstanding the Notice of Layoff, notice of layoff is not required. A student employee shall not retain seniority rights accumulated as a student. No student will work in a department where a regular employee is on layoff.

14.03 Casual Employee

A person employed on a day-to-day basis who does not have posted or regular hours of work.

ARTICLE 15 PROMOTIONS AND STAFF CHANGES

15.01 Job Postings

When a vacancy occurs or a new position is created in the bargaining unit, the Village shall notify the Union in writing and post notice of the position on bulletin boards at the Municipal Office and Public Works lunchroom for a minimum of five (5) working days in order that all members shall know of the position and be able to make written application.

15.02 Information in Postings

Such notice shall contain the following information:

- (a) nature of position;
- (b) qualifications;
- (c) required knowledge and education;
- (d) skills;
- (e) hours of work;
- (f) wage or salary rates or range.

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

15.03 Method of Making Appointments

When making staff changes, transfers or promotions, appointments shall be made of the applicant with the greatest seniority and having the required qualifications, fitness and ability. The Village shall be the judge of the competency of an employee subject always to the right of an employee to initiate a grievance. The Village shall have the right to hire from outside the bargaining unit if there is no qualified applicant from within the bargaining unit. Appointments from within the bargaining unit shall be made within three (3) weeks of posting.

15.04 Trial Period

The successful and unsuccessful applicants shall be notified within one (1) week following appointment. The successful applicant shall be placed on trial for a period of three (3) months. Conditional on satisfactory service, the employee shall be declared permanent after the period of three (3) months. The trial period may be extended for one (1) additional month, at the discretion of the Chief Administrative Officer in consultation with the immediate supervisor. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to perform the duties of the new job classification, he shall be returned to his former position, wage or salary rate and without loss of seniority. Any other employee(s) promoted or transferred because of the rearrangement of positions shall also be returned to his former position, wage or salary rate, without loss of seniority.

15.05 Union Notification

The Union shall be notified of all appointments, hirings, layoffs, transfers, recalls and terminations of employment.

15.06 On the Job Training

The Village considers it desirable to develop and maintain a system of "on the job" training so that employees shall have an opportunity to qualify for promotion, transfer or temporary filling of vacancies. Accordingly, employees will be allowed opportunities to learn the work of higher or equal positions within their department (Public Works, Administration, or Economic Development), during regular working hours, by working together with other employees for temporary periods without affecting the salary or pay of the employees concerned, with such training taking place when staff time is available. The trainee shall remain under supervision. At the discretion of the Chief Administrative Officer and in consultation with the immediate supervisor, such opportunities for training shall be allocated to those employees who have indicated a desire to be trained, with seniority being given due consideration.

15.07 Training Courses

At the discretion of the Chief Administrative Officer, training, at no expense to the employee, shall be offered in the following manner of priority:

- (a) Training related to an employee's current classification within a department shall be given by seniority.
- (b) An employee not currently in the classification, but within the department, shall be offered training by seniority. Offers of training shall be recorded as accepted or rejected.

Courses taken during an employee's regular working hours shall be without loss of pay.

Training taken by Part-time and casual employees shall be subject to the same policy as regular employees. Part-time and casual employees directed by the Village to take training shall be paid for the hours, up to full-time, for a course taken under (a) above.

15.08 Disabled Employee's Preference

An employee who has been incapacitated at his work by injury or compensatory occupational disease or who, through advancing years or temporary disablement, is unable to perform his regular duties shall, if possible, be employed in other work which he can perform, except that such employee may not displace an employee with more seniority. Such an employee may be appointed to a vacant position without regard to the seniority provisions of Article 15.03. Such an employee shall not have his salary reduced for a period of twelve (12) months; for the next twelve (12) months he shall receive the rate halfway between his former rate and the position to which he was assigned and then he shall receive the rate for the new position. This Article shall not apply to an employee who qualifies for the maximum pension under the Pension (Municipal) Act.

15.09 Transfer and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside of the bargaining unit, he shall retain his seniority accumulated up to the date of leaving the unit. Such employee shall have the right to return to his former position in the bargaining unit within six (6) months of leaving the unit and such period shall be at no loss in seniority or benefits.

15.10 Temporary Vacancies

Temporary vacancies expected to be six (6) weeks or more duration shall be posted.

ARTICLE 16 LAYOFFS AND RECALLS

16.01 Layoff Defined

A layoff shall be defined as a reduction in the workforce or a reduction in the regularly scheduled hours of work of an employee but shall not include unscheduled temporary reductions of up to two (2) consecutive days.

16.02 Layoff by Seniority

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 the reverse order of their bargaining-unit-wide seniority. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the employee with less seniority.

16.03 Recall Procedure

Employees shall be recalled in the order of their seniority, provided that they are qualified for the job.

16.04 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall.

16.05 Rate of Pay

- (a) An employee, with two (2) or more years seniority, bumping into a position with a lower rate of pay, shall retain his rate of pay for twenty (20) days, after which he shall receive the rate of pay for the new position. In all other situations, the employee shall receive the rate of pay of the new position.
- (b) Employees being recalled after layoff shall receive the rate of pay for the position to which they are recalled.

16.06 Notification of Change of Address

It shall be the employee's responsibility to keep the Village informed of his current address in writing and telephone number during the period of layoff.

16.07 Recall After Layoff

Failure of the employee to report for work within seven (7) calendar days of notice by registered mail at his address reported to and received by the Village shall result in loss of recall rights.

16.08 Grievance on Layoffs

Grievances concerning layoff shall be initiated at Step 2 of the Grievance Procedure.

16.09 Notice of Layoff

Other than temporary employees, employees who are to be laid off shall be given notice in writing as specified below:

- (a) Where an employee has less than one (1) year's service, one (1) week's notice;
- (b) Where an employee has one (1) year and up to three (3) years' service, two (2) weeks' notice, and for each subsequent year of service, one (1) week's notice, up to a maximum of eight (8) weeks' notice.

If an employee has not had the opportunity to work the days as provided in this Article, he shall be paid for the days for which work was not made available.

16.10

Severance Pay Options

Except temporary employees:

- (a) An employee who is laid off is entitled to choose severance pay at any time within thirty (30) days from the effective date of layoff;
- (b) Upon acceptance of severance pay, all rights under this Agreement are terminated except continuation of benefits provided in Article 26.05, which shall be limited to three (3) months;
- (c) An employee on layoff and not recalled before loss of recall rights, shall automatically be paid severance pay within one (1) week of loss of recall rights;
- (d) Severance pay is as follows:

Five (5) working days for each completed year of continuous employment, but the total amount of severance pay which may be paid shall not exceed one hundred (100) working days with pay.

ARTICLE 17 HOURS OF WORK

17.01 Hours

- (a) The regular work week for employees working forty (40) hours per week shall be eight (8) consecutive hours between seven (7:00) a.m. and six (6:00) p.m. Monday to Friday inclusive, with a minimum of one-half (½) hour off for lunch.
- (b) The regular work week for the Financial Assistant working thirty (30) hours per week shall be six (6) consecutive hours between eight-thirty (8:30) a.m. and three-thirty (3:30) p.m. Monday to Friday inclusive, with a minimum of one-half (½) hour off for lunch.
- (c) The regular work week for the Administrative Assistant working thirty (30) hours per week shall be six (6) consecutive hours between nine (9:00) a.m. and four (4:00) p.m. Monday to Friday inclusive, with a minimum of one-half (½) hour off for lunch.
- (d) Upon mutual agreement between the parties the above noted start/quit times or days off may be revised on a temporary basis to meet short-term workload situations.

- (e) The Employer may increase the number of scheduled weekly hours up to forty hours (40) for the positions referred to in articles 17.01(b) and (c) provided they give a minimum of two (2) weeks' notice of change.

17.02 Rest Periods

All employees shall be entitled to two (2) fifteen (15) minute rest periods at the daily job site during each eight (8) hour shift at times convenient to the contingency of the work.

17.03 Commencement of Shifts

Shifts shall commence and end at the Public Works Yard for those employees whose base of operations is such yard and the Municipal Office for those whose base of operations is such office, unless directed to report elsewhere by the Village. Employees shall be fully prepared to commence their work at the applicable starting time.

17.04 Minimum Hours of Work Variation – Village of Masset Water Treatment Plant

- (a) An employee reporting for work in his regular shift shall be paid his regular rate of pay for the entire period of work, with a minimum of four (4) hours' pay.
- (b) "Minimum Hours" for the Village of Masset Water Treatment Plant shall be two (2) hours on Saturdays and/or Sundays, as required. Qualified employees shall be scheduled for this work on alternating weekends, whenever possible. The two (2) hours shall be at overtime rates. Should additional work be required beyond the two (2) hours, the overtime must be pre-approved, and the four (4) hour minimum call out as per Article 17.04 (a) of the Collective Agreement will apply, effective at the beginning of the first (1st) hours worked that day. The two (2) hours of overtime may be banked or paid out as per Article 18 – Overtime.

ARTICLE 18 OVERTIME

18.01 Overtime Defined

All time worked at management's direction before or after an employee's regular daily hours shall be considered overtime providing the employee has worked his regular daily hours for that day as outlined in Article 17.01.

18.02 No Layoff to Compensate for Overtime

Employees shall not be required to layoff during regular hours, as defined in Article 17, to equalize any overtime worked.

18.03 Sharing of Overtime

Management shall divide overtime equally among the employees who are willing and qualified to perform the work that is available.

18.04 Compensation for Work Before or After Scheduled Daily Hours

- (a) The Village and employees shall endeavour to keep overtime to a minimum. Overtime work before or after the regular daily hours worked shall be paid for at the rate of time and one-half for the first three (3) hours and double time thereafter.
- (b) Employees who are required to work on one (1) of their two (2) scheduled days off shall receive one and a half times (1.5x) for all hours up to their normal daily full shift hours and two times (2x) thereafter.

Employees who are required to work on both of their two (2) scheduled days off shall receive:
 - (i) On the first day, one and one half times (1.5x) for all hours up to their normal daily full shift hours and two times (2x) thereafter, and,
 - (ii) On the second day, two times (2x) for all hours. Statutory holidays shall be paid at two times (2x), in addition to statutory holiday pay.
- (c) All time worked beyond a regular shift of eight (8) hours in a twenty-four (24) hour period (commencing at 12:00 a.m.) shall be considered overtime and shall be paid at the applicable overtime rate.

18.05 Call-Back Time

An employee who is called to work outside of his regular working hours shall be considered to have been called out and shall receive overtime rates of pay as provided in Article 18.04 for all hours worked, with a minimum of four (4) hours at overtime rates of pay. An employee who is asked to work overtime contiguous with his regular shift shall be entitled to overtime rates as provided in Article 18.04 but shall not be entitled to the four (4) hour minimum.

18.06 Work During Vacation

An employee who is recalled to work while on vacation shall be paid at the overtime rate and shall receive an equal length of time off as the recall required with pay at his regular rate of pay.

18.07 Time Off in Lieu of Payment

Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a mutually agreeable time. Banked time shall be limited to eighty (80) hours. Time off shall be limited to a maximum of forty (40) hours at one time with management's approval.

ARTICLE 19 HOLIDAYS

19.01 List of Holidays

After completing one (1) month's service with the Village all employees covered by this Agreement shall be paid for a regular day's work on each of the following Statutory Holidays, provided that such Statutory Holiday falls upon a normal working day:

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

And all civic declared holidays and those proclaimed by the Federal Government and the Province of British Columbia.

The employee must have worked the last working day before and the first working day after the Statutory Holiday. For purposes of this Article, "worked" shall be defined as being on the job, on vacation, on approved sick leave, on WCB or on other approved paid leave of absence or being on unpaid leave of absence of up to five (5) days before or after the Holiday.

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

19.02 Holidays During Vacation

If a Statutory Holiday falls or is observed during an employee's vacation period on what otherwise would be a normal working day for such employee, he shall be granted an additional day vacation for each such Statutory Holiday, in addition to his regular vacation time.

ARTICLE 20 VACATIONS

20.01 Length of Vacation

An employee shall be entitled to an annual vacation in the calendar year of service as follows:

<u>Years of Service</u>	<u>Working Days</u>	<u>Vacation Pay</u>
1 st	10	4%
2 nd to 5 th	15	6%
6 th to 12 th	20	8%
13 th to 19 th	25	10%
20 th to 25 th	30	12%
26 th and thereafter	35	14%

The first year of service is the calendar year in which the employee commenced employment. Entitlement shall be prorated in the first year if employed less than twelve (12) months.

20.02 Vacation Pay

A Regular employee shall be paid vacation pay equal to his regular daily earnings at the time of the vacation.

Temporary employees and employees hired under Federal or Provincial financial assisted projects shall receive vacation pay equal to four percent (4%) of gross earnings which shall be paid on each pay cheque.

20.03 Vacation Schedules

(a) Unbroken Vacation Period

An employee shall, wherever possible, be entitled to receive his vacation in an unbroken period, unless otherwise mutually agreed upon between the employee concerned and the Village.

(b) The Village may deny an employee vacation time during his first six (6) months of employment. An employee who commences employment after June 30th may be denied vacation entitlement in the same calendar year but shall receive prorated vacation pay at December 31st.

(c) An employee leaving the service of the Village shall have his vacation entitlement prorated.

20.04 Reinstatement of Unused Vacation Leave

Where, in respect of any period of vacation leave, an employee:

(a) is granted bereavement leave; or

(b) is granted sick leave with pay because of illness in the immediate family; or

(c) is granted sick leave on provision of a certificate signed by a doctor, the period of vacation leave so displaced shall either be added to the vacation leave, if requested by the employee and approved by the Village, or the vacation leave credits reinstated for use at a later date.

20.05 Carry-Over Provision

Vacation leave earned by employees during the calendar year shall be taken during the calendar year in which it is earned. Carry-overs or payouts of leave shall be permitted upon approval by Council.

20.06 Recall from Vacation Leave

(a) The Village will make every reasonable effort not to recall an employee to duty after they have proceeded on vacation leave;

(b) Where, during any period of vacation leave, an employee is recalled to duty, they shall be reimbursed for reasonable expenses, as normally defined by the Village, that are incurred;

(i) in proceeding to their place of duty; and

(ii) in returning to the place from which recalled if vacation is immediately resumed upon completing the assignment for which recalled, and

- (iii) for any prepaid vacation expenses incurred by the employee (i.e., tour package payments) after submitting such accounts as are normally required by the Village.

20.07 Cancellation of Vacation Leave

When the Village cancels or alters a period of vacation leave which it has previously approved in writing, the Village shall reimburse the employee for the non-returnable portion of vacation contracts and reservations made by the employee in respect of the period, subject to the presentation of such documentation as the Village may require. The employee must make every reasonable attempt to mitigate any losses incurred and will provide proof of such action to the Village.

ARTICLE 21 SICK LEAVE PROVISIONS

21.01 Sick Leave Defined

Sick Leave means the period of time an employee, except a Project employee, is permitted to be absent from work with full pay by virtue of being sick or disabled, exposed to contagious disease or because of an accident for which compensation is not payable under the Workers' Compensation Act. An employee must notify the Chief Administrative Officer of an absence due to illness before the commencement of the employee's regular shift. The Union and the Village agree that sick leave provisions are provided for those employees who are legitimately sick and therefore agree to work co-operatively in an effort to discourage the abuse of these provisions.

21.02 Amount of Sick Leave

After completing three (3) months of service with the Village from the date of hire, an employee shall accumulate sick leave in the following manner:

- (a) one and one-quarter (1¼) days per month,
- (b) all unused sick leave in each year shall be allowed to accumulate to a maximum of one hundred and sixty (160) days for future use.

21.03 Proof of Illness

Sick Leave absences in excess of two (2) days may be required to be substantiated by a doctor's certificate. When the Village requires a doctor's certificate attesting to the employee's sickness or disability, such request shall be made during the time the employee is absent from work, whenever possible. Where an employee's attendance discloses a pattern of one (1) day or two (2) day absences, the Employer may require the employee to produce a medical certificate. When a doctor's certificate is required, the Village shall pay the cost of the certificate, if there is a charge.

21.04 Hurt on the Job

An employee, except a temporary employee, who is hurt on the job shall be paid his regular wages up to a period of two (2) months and benefits up to a period of six (6) months from the date of accident for the time he is actually covered by the Workers' Compensation Board and the Village shall receive his compensation cheque for the said period. Where the first (1st) day is not paid by the Workers' Compensation Board, the first (1st) day shall be paid by the Village. An employee temporarily relieving at a higher rated job shall be paid benefits at the higher rate, provided he worked at the higher rated job for two (2) weeks immediately prior to being hurt.

21.05 Sick Leave During Leave of Absence

When an employee is given authorized leave of absence without pay for any reason or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, PROVIDED this time does not exceed twelve (12) months, he shall not receive sick leave credit for the period of such absence, but shall retain his cumulative credit, if any, existing at the time of such leave or layoff.

21.06 Medical Care Leave

An employee shall be granted the necessary time off for the purpose of an appointment relating to physical health with a licensed professional practitioner, and when practical shall return to work immediately following the visit. The employee is required to complete an appropriate leave request form as supplied by the Village. The employee shall give at least one (1) day's notice to the Village when such a visit is contemplated. In the event that one (1) day's notice is not possible, the employee shall immediately notify the employee's immediate supervisor of such a visit. This time off shall be deducted from accumulated sick leave.

21.07 Medical Referral

A regular employee shall be allowed to use accumulated sick days for the purpose of attending medical facilities or medical practitioners outside of Masset for himself, spouse, or child when:

- (a) such facilities or practitioners are not available in Masset, or
- (b) a medical practitioner makes such a referral.

This includes dental and therapeutic referrals.

21.08 Medical Transportation

The employer will provide up to one thousand one hundred dollars (\$1,100.00) per year to each employee in the bargaining unit for medical transportation when a medical practitioner refers the employee or their immediate family to medical, dental, psychiatric, or therapeutic services outside of Masset, which includes travel outside of British Columbia, when no other source or body will cover the costs. Eligibility will depend upon acceptance of the claim by either

Pacific Blue Cross, and/or MSP. Should the employee wish to take a less direct route or otherwise take longer than necessary, the employee must apply for approval to the employer, and the extra time will not be considered as sick time.

The employee must supply the employer with all required documentation including completed Travel Assistance Program Forms and copies of all relevant receipts.

21.09 Sick Leave Without Pay

Sick leave without pay shall be granted to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted to a maximum of six (6) months or otherwise mutually agreed to.

21.10 Sick Leave Records

A record of all sick leave accumulated and used shall be kept by the Village and shall be shown on each pay stub.

21.11 Sick Leave - Illness at Home

(a) Where no one other than the employee can provide for the needs during the illness of the employee's spouse or child, the employee is entitled, after notifying their supervisor to use a maximum of three (3) accumulated sick leave days per illness for this purpose.

(b) Where a member of the employee's immediate family ("immediate family" is defined as father, mother (or alternately stepfather, stepmother, or foster parent), brother, sister, spouse, common-law spouse, child, stepchild, or ward of the employee, father-in-law, mother-in-law, and/or a relative permanently residing in the employee's household or with whom the employee permanently resides) becomes seriously ill and the employee obtains a doctor's certificate confirming such illness, the employee is entitled, after notifying their supervisor, to a maximum of three (3) accumulated sick leave days, plus an additional maximum of two (2) accumulated sick leave days for travel, per illness, for the purpose of attending to this illness.

(c) Hospitalization

In the event of hospitalization of an immediate member of the family of an employee (as defined in Article 22.03), outside of the Masset area, the employee shall be entitled, after notifying his department head, to use accumulated sick days while out of town due to the hospitalization of the family member, to a maximum of five (5) days annually.

21.12 Sick Leave Pay-out

Upon termination of regular employment in all cases except for just cause, sick leave credits shall be paid:

- (a) up to eight (8) years continuous employment, twenty-five percent (25%) of their total accumulated sick leave credits up to a maximum of one hundred and twenty (120) days; or
- (b) eight (8) years or over of continuous employment, fifty percent (50%) of their total accumulated sick leave credits up to a maximum of one hundred and twenty (120) days.

21.13

Isolation Requirement per Public Health Orders

1. Where feasible, employees subject to an order to self-isolate or who are otherwise affected by quarantine may temporarily tele-commute, thereby performing duties at home during the period of isolation. Duties may be modified, upon agreement between the employee, the employer and the Union in order to accommodate the work from home period. Agreement shall not be unreasonably withheld.
2. All employees who are subject to orders to self-isolate or who are otherwise affected by quarantine and who cannot reasonably tele-commute will receive their regular or typical wages for the duration of the order. Regular or typical wage will be determined on the following basis:
 - a. Wage protection for Regular employees will be calculated based on their full time hours.
 - b. Wage protection for Student and Casual employees will be calculated based on their typical weekly shift pattern for the duration of the order.
3. Where employees are negatively affected by a facility or program closure or curtailment, regular or typical weekly wages will be maintained (as calculated in paragraph 2 a. and b. above) for the duration of the closure or curtailment.
4. Employees shall suffer no reduction or negative impacts to their sick leave or any other leave banks when this Article applies.

ARTICLE 22 LEAVE OF ABSENCE

22.01 For Union Business

The Village and the Union agree that up to two (2) representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on negotiations with the Village.

The Village and the Union agree that one (1) representative of the Union shall not suffer any loss of pay when required to leave their employment temporarily for the purpose of investigating and representing employees in respect of a grievance. Where more than one (1) employee is required to investigate a grievance, additional employees may be released from duty without pay subject to operational requirements.

22.02 Union Conventions and Meetings

- (a) Leave of absence without pay and without loss of seniority shall be granted upon request to the Village to one (1) employee elected or appointed to represent the Union at Union Conventions. Leave of absence without pay shall be granted to employees to attend Executive and Committee meetings of the Canadian Union of Public Employees, its affiliated or chartered bodies.
- (b) Leave of absence without pay and without loss of seniority may be granted upon request to the Village for one (1) employee to attend Union seminars. Reasonable written notice shall be provided to the Village.
- (c) Employees on leave of absence as contained in this section shall have their time cards marked "paid for - not worked" (PFNW). Employee benefits shall continue as normal, and the Village shall bill the Union the cost of wages plus ten percent (10%) for benefits.

22.03 Bereavement Leave

An employee shall be granted five (5) regularly scheduled consecutive work days leave without loss of salary or wages in the case of death of a spouse, child, parent, brother, sister, mother-in-law, father-in-law, grandchild or grandparent or a relative permanently residing in the employee's household or with whom the employee permanently resides. Up to one (1) day will be granted for death of a first (1st) cousin, aunt, uncle, niece or nephew. Reasonable additional unpaid leave for travel time shall be allowed when necessary and when prior approval has been obtained from the Chief Administrative Officer.

22.04 Education Leave

Leave of absence with pay and without loss of seniority may be granted to allow employees of the Village time to write examinations or attend courses to improve qualifications in the service of the Village, provided:

- (a) The course taken is beneficial to and approved by the Village,
- (b) The employee undertakes to remain with the Village for twenty-four (24) months from the date of examination when total course costs exceed one thousand dollars (\$1,000.00)
- (c) The employee agrees that course costs in excess of one thousand dollars (\$1,000.00) that are paid by the Village in connection to the training be prorated over a twenty-four (24) month period and should the employee terminate employment with the Village, any costs outstanding with the prorated course costs shall be paid back by the employee to the Village.
- (d) Where the Village requires the employee to attend an educational training course which occurs after the employee has completed their normal work shift, the Village shall provide equivalent time off with pay, which shall be scheduled at a mutually agreed time.

22.05 Training Expenses and Wages

An employee who is granted education leave pursuant to article 22.04 and authorized to attend apprenticeship and training courses including examinations, conferences and seminars, shall be reimbursed for the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees, course required books, transportation and accommodation expenses incurred while outside Masset. Per diem for out-of-town courses, conferences and seminars shall be seventy dollars (\$70.00) per day. An employee shall receive his normal earnings while attending apprenticeship and training courses and will be reimbursed fifty-two (\$0.52) per kilometre travelled when using their own vehicle. An employee receiving training outside of regular hours shall be without pay when the training is off island. Fees shall be paid by the Village when due.

22.06 General Leave

The Village may grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be made in writing. Such leave shall not be unreasonably withheld.

22.07 Mourner's Leave

One half (1/2) day leave without loss of wages or benefits shall be granted to attend a funeral as a pallbearer or mourner.

22.08 Maternity Leave

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

(a) beginning:

(i) no earlier than thirteen (13) weeks before the expected birth date, and

(ii) no later than the actual birth date, and

(b) ending:

(i) no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and

(ii) no later than seventeen (17) weeks after the actual birth date.

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

- 2) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or termination of the pregnancy, she is unable to return to work when her leave ends under subsection (1) or (2).
- 3) A request for leave must:
 - a. Be given in writing to the employer,
 - b. If the request is made during the pregnancy, be given to the employer at least four (4) weeks before the day the employee proposes to begin leave, and
 - c. If required by the employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting the additional leave under subsection (3).

A request for a shorter period under subsection 1) (b) (i) must:

- (a) Be given in, writing to the employer at least one (1) week before the date the employee proposes to return to work, and
- (b) If required by the employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

22.09

Parental Leave

- 1) An employee who requests parental leave under this section is entitled to:
 - (a) For a parent who takes leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-one (61) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken unless the Employer and employee agree otherwise.
 - (b) For a parent who does not take leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-two (62) consecutive weeks of unpaid leave beginning after the child's birth and within seventy-eight (78) weeks after that event;
 - (c) For a birth father, up to sixty-two (62) consecutive weeks or unpaid leave beginning after the child's birth and within seventy-eight (78) weeks after that event, and

- (d) For an adopting parent, up to sixty-two (62) consecutive weeks beginning within seventy-eight (78) weeks after the child is placed with the parent
- 2) If the child has a physical, psychological, or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5) additional weeks or unpaid leave, beginning Immediately after the end of the leave taken under subsection (I),
- 3) A request for leave must:
 - (a) Be given in writing to the Employer,
 - (b) If the request is for leave under subsection (1)(a) or (b), be given to the Employer at least four (4) weeks before the employee proposes to begin leave, and
 - (c) If required by the Employee, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave,
- 4) An employee's combined entitlement to leave under, and this section is limited to seventy-eight (78) weeks plus any additional leave the employee is entitled to under this section.

22.10 Domestic and Sexual Violence Leave

An employee shall be granted a leave of absence with pay and without loss of benefits and seniority up to five (5) days per year if the employee or dependent experiences domestic or sexual violence.

If requested by an employee, the employer will grant an additional five (5) days of unpaid leave without loss of benefits and seniority.

If requested by the employer, the employee must, as soon as practicable provide the employer reasonably sufficient proof in the circumstances that the employee is entitled to the leave.

An employee is not entitled to leave under this section if the employee commits the domestic violence against the dependent.

22.11 Jury or Court Witness Duty

- (a) The Village shall grant paid court leave without loss of seniority, other than employees on leave without pay, who serve as jurors or witnesses in a court action provided such court action is not occasioned by the employee's private affairs.

- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend a court shall be without pay but without loss of seniority,
- (c) An employee in receipt of their regular pay while serving a court shall remit to the Village all monies paid to him/her by the Court within five (5) workdays of receipt of such monies, except travelling and meal allowances not reimbursed by the Village.
- (d) Time spent at a court by an employee in their official capacity shall be at their regular rate of pay.
- (e) Court actions arising from employment, requiring attendance at court, shall be with pay.
- (f) For all of the above leaves, the employee shall advise the Village as soon as they are aware that such leave is required.

22.12 Union/Public Office

Any employee who is elected or selected for a full time position with the Union, or any body with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without pay or benefits but without loss of seniority, and without accrual of seniority, by the Village, for a period of up to one (1) year. Such leave shall be renewed each year, on request, during his term of office.

22.13 Leave Credits Upon Death

When the employment of an employee, who has been granted more vacation or sick leave with pay than the employee has earned, is terminated by death, the employee is considered to have earned the amount of leave with pay granted to him/her.

22.14 Marriage Leave

After completion of one (1) year continuous employment with the Village, and providing an employee gives the Village at least five (5) days' notice, the employee shall be granted five (5) days leave with pay for the purpose of getting married. This leave shall be restricted to one (1) marriage per employee.

22.15 Family Responsibility Leave

- (a) Where leave from work is required, an employee shall be entitled to special leave at their regular rate of pay for the following:
 - (i) attend wedding of employee's child - one (1) day;
 - (ii) serious household or domestic emergency - two (2) days;
 - (iii) moving household furniture and effects - one (1) day;
 - (iv) attend their formal hearing to become a Canadian citizen - one (1) day;
 - (v) court appearance for hearing of employee's child - one (1) day.

- (b) Two (2) weeks' notice is required for leave under 22.16 (a) (1, 3 and 4).
- (c) For the purposes of (a) leave with pay will be only for the workday on which the situation occurs.
- (d) For the purpose of determining eligibility for special leave under 22.16 (a) (3), an employee will qualify if they are maintaining a self-contained household and if they are changing their place of residence which necessitates the moving of household furniture and effects during their normal working hours, and if they have not already qualified for special leave under 22.16 (a) (3) on two (2) occasions within the preceding twelve (12) months.
- (e) Employees shall be entitled to five (5) days of unpaid family responsibility leave annually in accordance with the Employment Standards Act.

ARTICLE 23 PAYMENT OF WAGES AND ALLOWANCES

23.01 Payment of Wages

Wages and classifications shall apply as set out in Schedule "A" attached hereto and forming part of this Agreement. The rate of pay for any classification not included in Schedule "A" shall be negotiated, if necessary, by the parties, on the understanding that failure to reach agreement on any rate shall necessitate the submission of same to a Board of Arbitration as provided for in Article 11 of this Agreement.

23.02 Equal Pay for Equal Work

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

23.03 Pay Days

All employees covered by this Agreement shall be paid every alternate Thursday. Pay cheques or direct deposit information shall be available to the employee before 4:30 p.m. on paydays. Applications for payroll deductions may be requested at any time.

23.04 Classifications

- (a) All employees shall be paid at the rate set forth for the classification to which they are hired, irrespective of whether they are employed full time in their classification or not.
- (b) Employees assigned by the Village to perform work in a higher paid classification shall be paid the higher rate until the assignment in that higher paid classification ends.
- (c) An employee temporarily receiving a higher rate of pay shall be paid the higher rate for any Statutory Holidays occurring within that work period, provided the employee has worked at the higher paying job for three (3) weeks.

- (d) If an employee goes on paid leave while substituting, the employee will not receive substitution pay.

23.05 Pay on Temporary Assignment

An employee temporarily assigned to a position with a lower rate of pay shall maintain his regular rate of pay.

23.06 Boot Allowance

All maintenance workers shall receive an annual allowance of three hundred dollars (\$300.00) per year towards the purchase of CSA approved "green stamped" boots as per WCB regulations. The employee shall pay the boot seller directly and submit the receipt to the Village for reimbursement of up to the allowable allowance.

23.07 Vacation Leave Upon Lay-off

- (a) When the employment of an employee has been granted more vacation leave with pay than the employee has earned is laid-off, the employee is considered to have earned the amount of leave with pay granted if at the time of their lay-off the employee has completed two (2) or more years of continuous employment.
- (b) In the event of lay-off for an employee with less than two (2) years continuous employment, an amount equal to the amount paid to the employee during the period of vacation leave will be recovered by the Village from any monies owed the employee.

23.08 Overtime Meal Break

After an eight (8) hour shift, an employee required to work overtime shall receive a one (1) hour paid meal break at regular wages, prior to commencing the overtime shift, which shall be paid at overtime rates. An employee who works four (4) or more hours overtime in conjunction with a shift, is entitled to one (1) hour paid break for a meal, after the fourth (4th) hour and one (1) ten (10) minute paid rest break during each four (4) hour period.

23.09 Wash-up Time

Where the Village determines there is a clear-cut need, wash-up time to a maximum of ten (10) minutes will be permitted immediately before the end of a work period.

23.10 Advance Pay

The Village agrees to issue advance payments of estimated net pay for leaves of absence of one (1) or more complete weeks, provided a written request for such advance payment is received from the employee at least five (5) working days prior to the last pay day before the employee's leave of absence commences.

23.11 Pay Advance for Vacation Leave

Providing the employee has been authorized to proceed on vacation leave for the period concerned, pay in advance of going on vacation may be made prior to departure. Any overpayments in respect of such pay advances shall be an immediate first charge against any subsequent pay entitlements and shall be recovered in full prior to any further payment of wages.

23.12 Travel for Municipal Business

Provided an employee is directed by the Village to travel outside of the Village of Masset on municipal business, the employee will be compensated for travel time as follows:

- (a) For travel by private means of transportation, the normal time as determined by the Village, to proceed from the employee's place of residence, or work place, as applicable, directly to their destination and upon return, directly back to residence or work place.
- (b) For travel by other than private means of transportation, the time between the scheduled time of departure and the time of arrival at a destination including the normal travel time to and from the point of departure, as determine by the Village.
- (c) In the event that an alternate time of departure and or means of travel is requested by the employee, the Village may authorize such alternate arrangements in which case compensation for travel time shall not exceed that which would have been payable under this article.
- (d) If an employee is required to travel:
 - (i) On a normal working day as outlined in Article 17, on which they travel but do not work, the employee shall receive regular pay for the day.
 - (ii) On a day of rest, the employee shall be paid at the rate outlined in Article 18 for hours travelled, up to a maximum of eight (8) hours.
 - (iii) On a designated holiday, the employee shall be paid at the rate described in Article 18.04 (b) for hours travelled, up to a maximum of eight (8) hours at the applicable rate.
 - (iv) Where the travel is required as a result of the Village sending the employee on an educational course, all travel arrangements must be mutually agreed in advance of the course.

23.13 Severance Upon Death

When an employee dies, the beneficiary shall be paid severance pay calculated as per Article 16.10 (d).

23.14 On-Call Pay

It is understood that employees shall not normally be required to be on call during their off-duty hours.

In the event that the Village specifically designates in writing an employee to be on call during their off duty hours, the employee shall be entitled to an on call payment of one (1) hour of their hourly rate of pay for each eight (8) hours or portion thereof that they are on call.

On call means that an employee must be immediately available by direct telephone/radio contact during off duty hours and must immediately respond to the call.

ARTICLE 24 RETIREMENT

24.01 Retirement/Resignation Pay

After the tenth (10th) year of service, upon retirement or resignation of employment, an employee shall be paid severance pay as per Article 16.10 (d).

ARTICLE 25 JOB CLASSIFICATION AND RECLASSIFICATION

25.01 Job Descriptions

The Union shall be notified when a change is made to a job description, or a new job description is developed.

25.02 Changes in Classification

When a new position not covered in Schedule A of this Agreement is established or where the Village initiates a significant and ongoing change to the duties and responsibilities of an existing position during the term of this Agreement, the rate of pay and classification shall be determined by mutual agreement. If agreement cannot be reached on the classification of the new position and/or rate of pay of the job in question, such disagreement may be referred to expedited arbitration in accordance with Article 11.07. The rate and/or classification shall become retroactive to the date the classification grievance was filed.

Classifications listed in Schedule "A" will not be eliminated unilaterally by the Village.

ARTICLE 26 EMPLOYEE BENEFIT PLANS

26.01 Eligibility for Benefits

All employees who work thirty (30) or more hours per week are eligible to participate in the benefits of Article 26.02, and 26.03. The Village shall pay the registration fees and premiums for all eligible employees unless otherwise stipulated.

26.02 Benefit Plans

(a) Medical Services Plan - after one (1) month's service; (Premiums paid one hundred percent (100%).

- (b) Pacific Blue Cross Extended Health Plan - after three (3) months of service.
Extended Health Benefits to include Extended Health Benefits net.
Extended Health Benefits' lifetime limit to be one million dollars (\$1,000,000.00).
Vision care benefit of five hundred dollars (\$500.00) per employee and each dependent, every two (2) years. Eye exams will be covered up to one hundred dollars (\$100.00) per family member, every two (2) years.
- (c) Pacific Blue Cross Dental Plan - Plan A 100% - Plan B 50% - after three (3) months of service.

26.03 Group Life Insurance

The Village shall provide the Group Life Insurance coverage of one and one half (1½) of the employee's annual gross salary up to one hundred thousand dollars (\$100,000.00), with Accidental Death and Dismemberment, after three (3) months of service.

26.04 Pension

- (a) All employees shall participate in the Canada Pension Plan under its terms and conditions.
- (b) All employees working thirty (30) hours or more per week, shall participate in a pension plan under the terms of the Municipal Pension Plan on completion of three (3) months of service.

26.05 Continuation of Benefits

- (a) The Village agrees to pay its share of the monthly premiums up to three (3) months to the medical plan, dental plan, extended health plan and group life insurance for employees with two (2) or more years of service being laid off. Employees with less than two (2) years seniority may continue benefits for up to three (3) months by pre-paying the costs of the Village. In the event of a longer layoff, employees so affected shall be given the right to continue their coverage through direct payment, provided the plans permit such coverage.
- (b) No dependent shall be deleted from benefit coverage without prior written notification to the employee and the dependent.
- (c) In the event of sickness of an employee, the Village shall continue to pay its share of the monthly premiums for three (3) months after the expiry of accumulated sick days, to a medical plan, dental plan, and extended health plan for the employee's benefits.
- (d) In the event of the death of an employee, the Village shall continue to pay its share of the monthly premiums up to three (3) months after the expiry of accumulated sick days, to a medical plan, dental plan, and extended health plan for the employee's benefits.

- (e) In the event of the death of an employee, the Village shall continue the employee's regular pay for four (4) weeks following the date of death. A cheque for the appropriate amount shall be made out in the name of and given to the beneficiary named in the employee's file.

ARTICLE 27 SAFETY AND HEALTH

27.01 Safety Committee

The Health and Safety Committee shall consist of the same members as those who sit on the Labour/Management Committee as per Article 8.01. This committee shall meet monthly.

27.02 Safety Equipment and Clothing

Employees working in any unsanitary or dangerous jobs shall be supplied with all the necessary tools, safety equipment and protective clothing as determined by the Safety Committee and the Chief Administrative Officer.

27.03 Right to Refuse Unsafe Work

The Village and the Union recognize an employee's right to refuse unsafe work in accordance with the *Worker's Compensation Act* Regulations. Such an employee shall not be subject to disciplinary action and temporary alternative work at no loss in pay shall be provided until the matter is resolved.

27.04 Pay for Injured Employees

An employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at his regular rate of pay, unless a doctor or nurse states that the employee is fit for further work on that shift.

27.05 Transportation of Accident Victim

Transportation to the nearest physician or hospital for employees requiring medical care as a result of a work-related accident shall be at the expense of the Village.

27.06 Lunch Room

A suitable lunchroom and washrooms shall be maintained by the Village for the convenience of the employees.

27.06 Sexual Harassment, Personal Harassment and Bullying

The Parties recognize the right of CUPE members to work in an environment free from sexual harassment and agree to cooperate in attempting to resolve, in a confidential manner, any complaints of sexual harassment which may arise in the workplace.

The Parties also recognize the right of CUPE members to work in an environment free from personal harassment or bullying.

The Employer is committed to taking appropriate disciplinary action if an allegation of sexual harassment, personal harassment and/or bullying is substantiated.

When an allegation of sexual harassment, personal harassment and/or bullying is proven to be malicious or frivolous in nature, the complainant may be subject to appropriate discipline.

ARTICLE 28 TECHNOLOGICAL CHANGE

28.01 During the Term of this Agreement

During the term of this Agreement any disputes arising in relation to adjustment to technological change shall be discussed between the Union and the Village. The Village shall give to the Union in writing at least ninety (90) days' notice of any intended technological change that:

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

Either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to expedited arbitration in accordance with Article 11.

The parties agree that the foregoing provisions shall be applied in conjunction with Section 54 of the *Labour Relations Code*.

28.02 Arbitration Board

The arbitration board shall decide whether or not the Village has introduced, or intends to introduce a technological change, and upon deciding that the Village has or intends to introduce a technological change, the arbitration board:

- (a) Shall inform the Minister of Labour of its finding, and
- (b) May then or later make any one or more of the following orders:
 - (i) That the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;
 - (ii) That the Village shall not proceed with the technological change for such period, not exceeding ninety (90) days, as the arbitration board considers appropriate;
 - (iii) That the Village reinstate any employee displaced by reason of technological change;
 - (iv) That the Village pay to that employee such compensation in respect of his displacement as the arbitration board considers reasonable;
 - (v) That the matter be referred to the BC Labour Relations Board (under Section 77 of the BC Labour Industrial Relations Code of British Columbia).

28.03 Training Benefits

Where, as a result of technological change, new or greater skills are required than those already possessed by affected employees, such employees shall, at the expense of the Village, be given a reasonable period of time, during which they may perfect or acquire the skills necessitated by the technological change. There shall be no reduction in pay upon being reclassified in the new position.

ARTICLE 29 JOB SECURITY

29.01 Job Security

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

ARTICLE 30 GENERAL CONDITIONS

30.01 Bulletin Boards

The Village shall provide bulletin boards, which shall be placed so that all employees shall have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

30.02 Indemnity

Where coverage supplied through its comprehensive liability policy does not apply, the Village shall indemnify employees in respect of any action initiated against the employee by virtue of performance of his assigned duties, except in cases of gross negligence, intentional misconduct or dereliction of duty.

30.03 Harassment

The Village and the Union agree that an employee has the right to work without harassment and bullying. A claim of harassment or bullying by an employee shall be considered as a grievance and may be filed at Step 2 of the Grievance Procedure. Any claim of harassment or bullying by an employee, which involves any allegation against the Chief Administrative Officer, shall proceed immediately to Step 3 of the grievance procedure.

30.04 Printing of Agreement

The Village and the Union agree to share the cost of printing the Collective Agreement at its cost.

ARTICLE 31 GENERAL

31.01 Plural or Feminine Terms May Apply

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

ARTICLE 32 TERM OF AGREEMENT

32.01 Binding and in Full Force

This Agreement shall be binding and remain in full force and effect from the first (1st) day of January 1, 2022 to the thirty-first (31st) day of December 31, 2024, except as specified in Schedule "A" and shall continue from year to year thereafter, unless either party exercises its right to commence collective bargaining as provided in the Labour Relations Code of British Columbia.

32.02 During Collective Bargaining

If negotiations extend beyond the anniversary date of the Agreement, both parties shall adhere fully to the provisions of this Agreement during the period of bona fide collective bargaining.

32.03 Retroactive Revisions

All revisions to the Collective Agreement mutually agreed upon shall, unless otherwise specified, apply retroactively to the aforesaid anniversary date.


IN WITNESS WHEREOF the Corporate Seal of the Village has been hereunto affixed, attested by the hands of its proper Officers in that behalf and has been executed by the duly authorized Officers of the Union the day and year first above written.

Signed this 27 day of January, 2022

SIGNED ON BEHALF OF
The Corporation of The Village of Masset

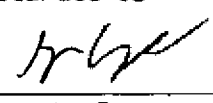


Chief Administrative Officer

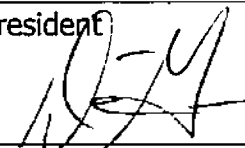


Mayor

SIGNED ON BEHALF OF THE
Canadian Union of Public Employees
Local 105-03



President



Secretary

SCHEDULE A
Wage Grid

2.50%, 2.50% and 2.25% wage increases over three (3) years

	January 1, 2021	January 1, 2022 2.50%	January 1, 2023 2.50%	January 1, 2024 2.25%
Public Works Superintendent	\$38.98	\$39.95	\$40.95	\$41.87
Public Works Foreman	\$31.37	\$32.15	\$32.96	\$33.70
Maintenance Worker III	\$31.37	\$32.15	\$32.96	\$33.70
Maintenance Worker II	\$29.26	\$29.99	\$30.74	\$31.43
Maintenance Worker I	\$25.37	\$26.00	\$26.65	\$27.25
Administrative Assistant	\$25.37	\$26.00	\$26.65	\$27.25
Financial Services Assistant	\$28.80	\$29.52	\$30.26	\$30.94
Casual Labourer	\$19.50	\$19.99	\$20.49	\$20.95
Student Rate	\$15.50	\$15.89	\$16.29	\$16.66

All wage increases will be retroactive to January 1, 2022.

There shall be no layoffs of current bargaining unit employees for the term of this agreement.

LETTER OF UNDERSTANDING #1

Between

THE CORPORATION OF THE VILLAGE OF MASSET

and

CUPE LOCAL 105-03

Re: Current Conditions

1. Weekly Indemnity Plan

The employer agrees that the current weekly indemnity plan will continue to apply to bargaining unit employees.

2. Payroll Deductions

The employer agrees to continue the current practice regarding employee voluntary payroll deductions.

Signed this 27 day of January, 2022

SIGNED ON BEHALF OF
The Corporation of The Village of Masset

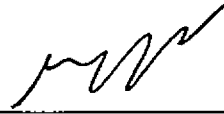


Chief Administrative Officer



Mayor

SIGNED ON BEHALF OF The Canadian
Union of Public Employees Local 105-03



President



Secretary

LETTER OF UNDERSTANDING #2

Between

THE CORPORATION OF THE VILLAGE OF MASSET

and

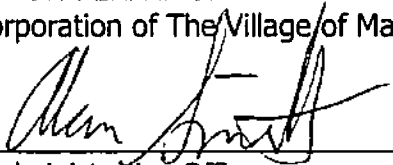
CUPE LOCAL 105-03

Re: Travel Assistance Plan

In the event that the Village restores the Travel Assistance Plan, or substitute benefit, to any employees of the Village, the employer agrees that the Plan or substitute benefit will also be available to bargaining unit employees.

Signed this 27 day of January, 2022

SIGNED ON BEHALF OF
The Corporation of The Village of Masset

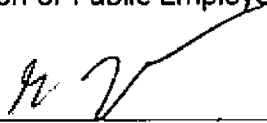


Chief Administrative Officer

Mayor



SIGNED ON BEHALF OF The Canadian
Union of Public Employees Local 105-03



President

Secretary



LETTER OF UNDERSTANDING #3

Between

THE CORPORATION OF THE VILLAGE OF MASSET

and

CUPE LOCAL 105-03

RE: Certification of Airport Employees into Bargaining Unit

It is the Union's position that worker(s) at the Airport in Masset do not meet the criteria as set out by the BC Labour Relations Board to be exempt from the Bargaining Unit of CUPE Local 105-03.

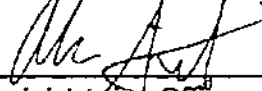
It is the Employer's intention that there be some restructuring of personnel at the Airport to increase operational efficiencies, and that this restructuring will be undertaken as soon as possible.

Therefore, the Parties agree that:

1. The Employer will inform and consult with the Union of the restructuring plan and how it will affect current employees, and;
2. The Employer will inform and consult the Union of what positions will or may **be created** as a result of the restructuring. and;
3. The Employer will provide the Union with Job descriptions and classifications of employees that are currently employed by the Village of Masset at the Airport, and;
4. The Employer will update the Union with all Job descriptions and classifications of employees who will be hired by the Village 10 work at the Airport, and;
5. The Employer will endeavor to have this completed no later than December 31, 2022. The Union will consider an extension to this deadline for good and sufficient cause, to be determined by the Union. and:
6. The Union will not apply to the BC Labour Relations Board to have Airport employees certified into the Bargaining Unit until the restructuring has been completed or the deadline for completion has passed.

Signed this 27 day of JANUARY, 2022

SIGNED ON BEHALF OF
The Corporation of The Village of Masset

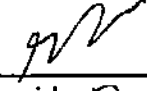


Chief Administrative Officer




Mayor

SIGNED ON BEHALF OF THE Canadian Union
of Public Employees Local 105-03



President



Secretary