

COLLECTIVE AGREEMENT

between

THE VILLAGE OF NAKUSP

and

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2450**

AUGUST 1, 2023 – DECEMBER 31, 2026

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DEFINITIONS

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

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

Temporary employee is one who is hired for a specific period of time or specific purpose, not to exceed five (5) consecutive months. This period of employment may be extended beyond five (5) months by mutual agreement between the Union and the Employer.

Temporary employees shall serve one (1) probation period as a temporary employee during their first sixty (60) consecutive working days. The Parties may mutually agree that Article 16.04 does not apply when a temporary employee is appointed to a regular position, which agreement shall not be unreasonably denied. The probationary rate does not apply when a temporary employee is appointed to a regular position during the probationary period under Article 16.04, if the employee has previously completed sixty (60) consecutive working days in the applicable classification.

Casual employee is one who is hired on a day-to-day intermittent basis, primarily to relieve or augment staff. A casual employee shall not be employed continuously for a period in excess of two (2) months in any one position. Names of casuals will be added to a casual employee list, with the longest-term employees being given preference in their worksite and will be contacted on an as-needed basis, provided the person's qualifications meet the requirements of the position to be filled.

Student is defined as one who is currently attending or returning to a Secondary School, College or University. A student can be hired at the Employer's discretion to assist with special projects or to augment staff when there is increased workload. The student rate will not apply for operation of heavy-duty equipment (i.e. backhoe, dump truck) as long as there are qualified regular or casual employees available. In the event a student is used for this, they will be paid the casual rate. A student will work under the general direction of the Foreman, Manager or designate. A student will not be included on the stand-by list.

Inside Worker is one who works in a clerical position, including all Village staff, and Administrative Assistants and excluding all Hot Springs staff.

Outside Worker is one who primarily works outside of an office such as Public Works and Parks/Arena Operators.

Hot Springs Worker includes all employees whose regular work is carried out at the Hot Springs.

ARTICLE 1 - UNION RECOGNITION

1.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees, Local 2450 as the sole collective bargaining agency on behalf of the employees for whom the Union has been certified as bargaining agent.

1.02 Union Membership

All employees who are members of the Union on the date this Agreement is signed shall maintain Union membership as a condition of continued employment. All new employees who commence employment after the date on which this agreement is signed shall become members of the Union within thirty (30) days worked, and shall remain members of the Union, as a condition of continued employment. The Union shall hold the Employer blameless for any necessary action under this clause.

1.03 Union to Notify

The Union shall notify the Employer of the current officers, stewards and committee members of the Union.

1.04 No Other Agreement

No employee shall make a written or verbal agreement with the Employer which conflicts with the terms of this agreement.

1.05 Bulletin Boards

The Union has the right to maintain a bulletin board(s) in a conspicuous and convenient place(s), provided that the use of such shall be restricted to the posting of notices regarding the business affairs, meetings, social events and reports of the Union, and further provided that each such notice shall be signed by the Union officer or member authorizing or posting the same.

Whenever the Employer is required to post a notice, the notice shall be deemed to have been posted if it was posted on the bulletin boards located in the Village Office, Hot Springs, Public Works and Sports Complex.

1.06 Picket Lines

An employee will not be disciplined, but may have the period involved as time without pay, for refusing to cross a legal picket line where a legal strike or a legal lockout under the Labour Relations Code is in effect.

1.07 Work Within the Bargaining Unit

No employee who is excluded from the Bargaining Unit shall perform work normally performed by an employee in the bargaining unit, except in the case of an emergency and they are qualified to perform the work.

1.08 Contracting Out

The Employer has the right (subject to the other provisions of this Agreement) to decide how and by whom any work is to be performed. However, in the exercise of this right, the Employer will not contract out work that members have the capacity (time, skills, tools) to perform or that results in the lay-off of any regular employee, or a reduction in the regular hours of work of any regular full-time employee.

1.09 New Employee Acquaintance

New employees will be provided with a Collective Agreement and a letter to be provided by the Union with the names and contact information for the Union Executive and Shop Stewards.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 General

The Union recognizes the exclusive right of the Employer to operate and manage the business and affairs of the Village in all respects. In carrying out its authority, the Employer may make rules and regulations, which shall not be inconsistent with the provisions of this Agreement. Such rules and regulations or amendments thereto, shall be communicated in writing to the Union, posted, and distributed to affected employees.

2.02 Directing Work Force

The Employer shall have the right to manage and direct the work force; to hire employees; and subject to this Agreement, the right to discipline, demote and discharge employees for proper cause. The selection of exempt supervisory staff shall be entirely a matter for the Employer's decision.

ARTICLE 3 - CHECK OFF OF UNION DUES

3.01 Check Off of Fees and Dues

The Employer agrees to check off all Union dues and initiation fees in accordance with the provisions of the Labour Relations Code of British Columbia and the law relating to assignments.

3.02 Deduction and Remittance

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

3.03 Information with Remittance

The Employer will, at the time of making such remittances, enclose a list of such employees' names and the amount deducted from each.

3.04 Tax Information

When Income Tax Information (T-4) slips are provided to an employee, the Employer will include the amount of Union fees and dues deducted in the previous year.

ARTICLE 4 - SENIORITY

4.01 Seniority Defined

Except as otherwise provided in this Agreement, seniority is defined as the length of service in the bargaining unit and shall operate on a bargaining-unit wide basis. Seniority accumulates when a regular employee successfully completes probation and shall then be backdated to the date of commencement of probation.

Current service as a regular employee which pre-dates certification shall be included.

Temporary employees and casual employees who have worked more than eight hundred and eighty (880) straight time hours in the eighteen (18) months immediately preceding the date of a posting (seven hundred and seventy (770) straight time hours in the case of clerical employees), shall have such days (all the straight time hours worked as temporary and/or casual employees in the eighteen (18) month period) accrued and considered as if seniority for the sole purpose of being considered for employment when applying for the posted position.

Temporary employees and Casual employees who have worked more than eight hundred and eighty (880) straight time hours in the eighteen (18) months, immediately preceding the date of a call for casual or relief work, (seven hundred and seventy (770) straight time hours in the case of clerical employees) in eighteen (18) months immediately preceding the date of a call for casual or relief work, shall be given first consideration, in order of seniority, for all call in and relief positions which are not required to be posted per the terms of the Agreement.

4.02 Seniority Lists

At least twice a year (January 1 and July 2) the Employer shall post, and shall provide the Union, with two (2) current seniority lists covering all employees in the bargaining unit. Regular and Temporary employees lists shall include the name of the employee, the date of the employee's last entry into the bargaining unit and the accumulative total of accrued seniority in years and/or months for each regular employee and in total hours worked for temporary employees.

4.03 Seniority While on Leaves Without Pay

Except as specifically provided otherwise in this Agreement, a regular employee shall continue to accrue seniority:

when on leave of absence without pay only for the period of the first four months of such leave, if absent from work on Maternity Leave, on leave on a claim recognized by WCB for a maximum of two years, on leave while collecting weekly

indemnity benefits, or a leave while collecting Long-Term Disability Benefits for a maximum of two (2) years.

4.04 Loss of Seniority

An employee shall lose seniority and shall no longer be an employee in the event the employee:

- a. is discharged for just cause;
- b. voluntarily terminates;
- c. is absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
- d. fails to comply with the terms of the recall provisions;
- e. is on lay-off and recall rights expire;
- f. retires.

4.05 Re-Employed Employee

In the event of a former employee being rehired by the Employer after having voluntarily resigned, the employee shall be considered as having no previous seniority. However, if an employee who has resigned because of illness is re-employed as a regular employee within six (6) months after the effective date of the resignation, the seniority accumulated up to the date of the resignation shall be restored when the employee successfully completes probation.

ARTICLE 5 - HOURS OF WORK

5.01 Full Time Work Week, Work Day and Shifts

a) Outside Workers

Workweek:

The regular full-time workweek is (40) forty hours per week.

Public Works outside workers: The regular work week for shall be from Monday to Friday, inclusive.

Arena / Parks outside workers: The regular work week shall be Sunday to Saturday, inclusive.

Hours of Work:

The regular full-time workday is eight (8) work hours. The workday may include a half hour (0.5) unpaid meal break but the work day will consist of eight and one half (8.5) hours if the lunch break is taken.

When the majority of hours worked falls between:

- 8 am and 4 pm - constitutes day shift
- 4 pm and 11 pm - constitutes afternoon shift
- 11 pm and 7 am - constitutes night shift

Shift times may be as early as:

- Day Shift - 6 am or 4 am for snow removal, sanding, street sweeping or other related work
- Afternoon shift - 2 pm
- Night shift - 11 pm

The regular full-time workweek for the current Administrative Assistant – Operations is the same as an outside worker. The regular full-time workweek for any new Administrative Assistant-Operations, as of the commencement of this Agreement, is the same as an inside worker.

b) Inside Workers

Workweek:

The regular full-time workweek shall be thirty-five (35) hours.

The regular workweek for inside employees shall be Monday through Friday.

Hours of Work:

The regular full-time workday shall consist of eight (8) hours including a one (1) hour unpaid meal break.

Regular hours of work shall be between 7 am and 5 pm as determined by operational requirements.

c) Hot Spring Workers

Workweek:

The regular full-time workweek is between thirty-five (35) and forty (40) hours.

The regular workweek for Hot Springs employees is Sunday through Saturday inclusive.

Hours of Work:

The regular full-time work day for Hot Springs employees is either eight (8) or ten (10) consecutive hours, is a minimum of seven (7) and a maximum of ten and one half (10.5) hours and may include a running lunch and breaks.

For Hot Springs employees, the regular hours of work shall be between 6:00 am – 12:00 am determined by operational needs.

For all Outside and Hot Springs Workers:

If there are two (2) or more shifts per day and/or if there is a six (6) or seven (7) day work pattern at any site or department, all the regular and temporary employees at that site or department shall work on a rotation basis for the shift and/or days of work, notwithstanding any other Article in the Collective Agreement.

Shifts shall be scheduled to provide a rest period of not less than eight (8) hours.

Variation in the provisions of this section shall be by mutual agreement between the parties.

5.02 Two Consecutive Days Off

The normal work pattern for full-time employees not working on a rotation of days of work shall provide five (5) consecutive work days followed by two (2) consecutive days off, or four (4) consecutive work days followed by three (3) consecutive days off, which for overtime calculation purposes shall be considered to be in the same work week.

The normal work pattern for part-time regular or part-time temporary employees not working on a rotation of days of work shall provide for at least two (2) consecutive days off.

Regular or temporary employees working on a rotation of days of work, shall work a sequence of days at work and days off work which:

- forms a pattern which repeats over a period of not more than eight (8) consecutive weeks;
- for full-time employees provides an average of forty (40) hours per week of work for outside employees and thirty-five (35) hours per week for inside employees;
- provides an average of two (2) consecutive days off per week.

5.03 Rest Periods and Meal Periods

Employees shall be allowed a fifteen (15) minute paid rest period at the worksite in each of the first half and second half of a full-time shift. An employee working less than a full-time shift shall have one (1) paid rest period during each continuous three and one half (3 1/2) or four (4) hours of regular working time.

As an alternative, an employee may be allowed a twenty (20) minute paid rest period at the worksite in the first half of a shift.

The timing of all rest periods shall be at the discretion of the supervisor, and in keeping with the urgency of the jobs being performed. The supervisor shall be fair and reasonable in the use of the discretion.

An employee working a shift of five (5) hours or more shall be entitled to a meal period, without pay, scheduled at an appropriate time. The length of the meal period shall be thirty (30) minutes for outside and Hot Springs employees and thirty (30) or sixty (60) minutes for inside employees.

An employee required to be available for work on site during a meal break shall be paid for the time and shall have the time considered as part of the employee's regular shift.

5.04 Changes in Starting Time or Work Days

If forty-eight (48) hours notice of a change in a regular or temporary employee's starting time is not given, or if eight (8) hours notice in the case of starting time change for such an employee to engage in early morning snow removal, sanding, street sweeping, line painting or barricade installation is not given, the hours on the new shift prior to the starting time of the former shift shall be paid at the rate of time and one half the employee's basic rate. The notice is to be calculated to the new starting time.

A regular or temporary employee will be given a minimum of seven (7) days notice of a change in the employee's scheduled workdays. If less than seven (7) days notice is provided, the employee shall be paid at overtime rates for those shifts. In case of special circumstances or where an employee has made plans based on that established schedule, the employee shall have the ability to opt out of the schedule change.

ARTICLE 6 - WAGES

6.01 Dirt Pay

A bonus of one dollar (\$1.00) per hour for each hour worked shall be paid to:

- 1) Employees while assigned to work on asphaltting operations including line painting and dust control and/or where liquid asphalt, asphalt or road oil is being used or handled in any manner;
- 2) Employees assigned to work cleaning sanitary or domestic sewers including lift station and WWTP;
- 3) All dead animal removal, with the exception of birds and rodents.
- 4) Garbage collection;
- 5) Vehicle maintenance that includes oil or grease;
- 6) Housekeeping

6.02 Schedule of Rates, Paydays

The Employer shall pay wages in accordance with Schedule A which is attached hereto and forms part of this Agreement.

Employees will be paid every other Friday, and if a holiday falls on a payday, the employees shall be paid on the preceding day. The pay period will terminate on Saturday at midnight previous to the payday.

6.03 Acting Capacity

- a) When an employee is temporarily assigned by the CAO or designate to perform a substantial number of the duties and/or responsibilities of a position in a higher paying classification the employee shall be compensated at the rate of one dollar and thirty-five cents (\$1.35) per hour in addition to his/her regular wage rate. Opportunities must be offered to qualified employees on a rotational basis.
- b) When an employee is temporarily assigned by the CAO or designate to perform a substantial number of the duties and responsibilities of a position in a higher paying classification (including those more significant duties and responsibilities upon which the value of the job is essentially based) for five (5) working days or

longer, the employee shall be paid for the entire period so worked at the higher rate. Opportunities must be offered to qualified employees on a rotational basis.

- c) If the employee is temporarily assigned to a position in a lower classification, the employee will continue to be paid his/her regular rate.
- d) When an employee is designated and is acting as Leadhand (with responsibility for supervision of one (1) or more other employees), the employee shall be paid one dollar and thirty-five cents (\$1.35) per hour above the Leadhand's basic rate.

6.04 Rate of Pay on Change of Classification

An employee who moves to a position in a higher pay classification shall be placed on the first step of the higher scale that results in a salary increase. If the employee is a regular employee who has successfully completed probation, the move is to the maximum of the higher scale.

An employee who moves to a position in another classification at the same pay scale shall not change pay rate.

A regular employee who has successfully completed probation and who moves to a position in a lower pay classification shall be placed on the maximum of the new scale; any other employee shall be placed at the minimum.

6.05 Minimum Daily Guarantee

- a) Employees shall be paid for a minimum of four (4) hours at their regular wage rate during any day on which they actually commence work, unless work is suspended for a reason completely beyond the Employer's control.
- b) If work suspended for a reason completely beyond the Employer's control, including suitable weather conditions, subsection (a) shall not apply and affected employees shall be paid for a minimum of two (2) hours at their regular wage rate.
- c) Employees, who actually report for work on any workday and who do not commence work, shall be paid for two (2) hours at their regular wage rate.
- d) The guarantees set out in subsections (a) through (c) above do not apply when an employee is unfit to work, fails to comply with the Worker's Compensation Act, applicable regulation(s), or reports to duty without being scheduled to work.

6.06 Standby

- a) When required by the Employer to be "on standby", employees shall be paid standby pay as follows:
- i. For each entire rest day twenty-four (24) hours on standby - four (4) hours regular pay for the entire twenty-four (24) hour period, and
 - ii. For each regularly scheduled workday during an employee's scheduled workweek that he/she is required to standby - two (2) hours pay for the entire period between the end of the work shift to the commencement of the employee's next scheduled work shift.
 - iii. Standby on a statutory holiday shall be paid on the same basis as standby on a rest day (i.e. four (4) hours pay for the entire twenty-four (24) hours statutory holiday period).
 - iv. The employee shall be paid at the employee's regular rate or the last rate paid to the employee on the shift immediately prior to the standby if higher, for each period.
 - v. Arena/Parks Staff may be required to be on standby when the ice plant is required by statute to be inspected.
- b) Employees who are required to standby shall remain immediately available by telephone contact, radio or paging device (whichever system is being used). They shall verbally respond to telephone calls, and will be empowered, under the Village "Level of Response" Policy, with discretion to:
- i. assign the resulting action to an appropriate employee(s); or
 - ii. respond personally if appropriate;
- and will also be responsible to:
- iii. check for snowfall and slippery road conditions, scheduling employee(s) as needed and per policy;
 - iv. check gauges at all Village Public Works facilities if required, taking any necessary action to ensure the security and safety of the facility.
- c) In addition to standby pay, an employee who is required to physically respond to a job requirement while on standby duty (other than as described above) shall be paid for all such hours actually worked and such time shall be treated as if

overtime, with a minimum of two (2) hours of time being paid. All hours actually worked by an employee 'on standby' shall be paid at overtime rates, and the provisions of this Agreement dealing with call-out pay shall not be applicable.

The rate of pay shall be based on the higher of the employee's regular rate or the rate for the classification in which the employee is called out to work.

Work time earned as call-out time shall be, at the employee's discretion, banked and taken off at a later date or paid out as cash at the appropriate rate.

6.07 Call-Out Pay

A regular or temporary employee who is not on standby and who is brought out to work without previous notice, at any time other than the employee's regular shift shall be paid for a minimum of four (4) hours at straight time, or actual hours worked at the applicable overtime rate, whichever is greater. An employee is entitled to be paid only one (1) call-out per four (4) hour period.

The rate of pay shall be based on the higher of the employee's regular rate or the rate for the classification in which the employee is called out to work.

Work time earned as call-out time shall be, at the employee's discretion, banked and taken off at a later date or paid out as cash at the appropriate rate.

6.08 WCB Payments

When an employee has applied for compensation from Workers' Compensation, the employee will not receive earnings from the Employer while the employee is receiving compensation from Workers' Compensation.

6.09 Shift Differential

A shift differential in the amount of one dollar (\$1.00) per hour will be paid to all employees, for work performed between the hours of 18:00 and 07:00. Shift differential will not apply to overtime, callout or standby.

ARTICLE 7 - OVERTIME

7.01 Overtime Defined

- a) Overtime, whether worked on the Employer's premises or not, means all time worked at the request of the Employer in excess of seven (7), eight (8) or ten (10) hours per day, whichever is scheduled length of shift, or thirty-five (35) or forty (40) hours per week, whichever is the regular number of hours.
- b) Employees, who attend and record Council meetings outside of their normally scheduled hours, shall be guaranteed a minimum of two (2) hours pay at overtime rates. This guarantee applies when Council meetings are cancelled without prior notice. If the Council meeting starts and ends prior to the expiration of this two (2) hour period or is cancelled without prior notice, the employee may, at his or her discretion, forego the balance of the guarantee period rather than perform other duties that may be assigned.

7.02 Overtime Rates

As compensation for overtime worked, employees shall be paid at the rate of time and one half the employee's regular rate of pay for the first two (2) hours of overtime worked on a day and double time thereafter.

Hours of overtime on consecutive days of rest shall accumulate and be paid at the rate of time and one half for the first five (5) hours and double time thereafter for all employees.

7.03 Payment of Overtime and Call-Out Time

Overtime shall be paid or shall be taken in compensating time off. The employee shall indicate on the time sheet whether the employee wishes to be paid or wishes compensating time off. For purposes of this clause, overtime shall also include call-out time.

An employee may accumulate compensating time to be used in a bank to a maximum of one hundred (100) hours. Banked compensating time may be taken by the employee at such time or times as are mutually agreed by the employee and the Employer. Any banked time in excess of one hundred (100) hours shall be paid out in the next pay period.

Upon written request, an employee shall be permitted to carry over, at the employee's earned rate, up to a maximum of sixty (60) hours of banked time and shall use this time in the following year. Any accumulated banked time with the exception of any

approved carry-over of sixty (60) hours shall be paid, at the employee's earned rate, by December 31st, or be taken by December 31st of the year involved.

7.04 Meal Allowance and Meal Break on Overtime

An employee required to work more than two (2) hours of overtime immediately following completion of the employee's shift, shall be paid a meal allowance as per the Village per diem, and shall be given a paid meal break of one-half (1/2) hour (payable at the applicable overtime rate.) An additional meal allowance and meal break shall be provided after each additional five (5) hours of continuous overtime.

7.05 Sharing Overtime and Call-Out Time

Overtime and call-out time shall be divided equally wherever practical, among regular and temporary employees who normally perform the work, unless an employee indicated they do not want overtime.

ARTICLE 8 - STATUTORY HOLIDAYS

8.01 Eligibility

A regular employee shall receive pay for all statutory holidays listed in Article 8.02, provided the employee worked the scheduled day prior to such statutory holiday and the scheduled day following such holiday, at the rate of pay received on the scheduled work day prior to such holiday.

An employee will be considered to have worked on the scheduled workday prior to or following a statutory holiday if the employee was on sick leave, vacation leave or other paid leave of absence approved by the Employer.

8.02 Days Listed

The recognized Statutory Holidays are:

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

or the days proclaimed under the law of British Columbia in their stead, and all special holidays that may be declared by the municipal, provincial or federal governments.

8.03 Statutory Holiday Pay - Regular Employee

When a Statutory Holiday falls on a regular employee's scheduled workday, the Employer shall give the employee the day off without loss of pay.

When a Statutory Holiday falls on a regular employee's day of rest, the Employer shall give the employee a day off in lieu without loss of pay. This shall be either on the previous workday or next scheduled workday of that employee or on another mutually acceptable day.

A regular employee who works on a Statutory Holiday:

- a) shall be given another day off in lieu without loss of pay on the previous workday or first scheduled workday of that employee following the Statutory Holiday, or on another mutually acceptable day (or, at the option of the employee, will be paid the equivalent cash value of that day off but will not receive a day off in lieu);

and

- b) shall be paid for hours worked on the Statutory Holiday at the rate of one and one-half (1 1/2) times the employee's basic rate. Any overtime hours shall be at double time.

8.04 Statutory Holiday Pay - Regular Part-time Employee

In the case of a regular part-time employee, payment for a Statutory Holiday shall be calculated on the basis of one-tenth (1/10) of the number of regular hours worked during the preceding pay period.

8.05 Statutory Holiday Pay - Temporary Employees

Casual and temporary employees shall be paid general holiday pay of four point eight percent (4.8%) of regular pay on each pay cheque in lieu of being paid for any named Statutory Holiday as it occurs.

For a temporary employee:

When a Statutory Holiday is celebrated on a temporary employee's scheduled workday, the Employer shall give the employee that day off without pay. If the employee actually works on the day on which a Statutory Holiday is celebrated, the temporary employee shall be paid for hours actually worked at the rate of one and one-half (1 1/2) times the employee's basic rate.

8.06 On Day of Vacation

When a statutory holiday falls during an employee's paid vacation, and the employee would have been entitled to pay for the statutory holiday, the employee shall claim that day as "Stat Holiday", thereby saving a paid vacation day for future use.

8.07 Day in Lieu

When any of the above noted holidays fall on a Saturday or Sunday, and is not declared or proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding Monday is declared or proclaimed a holiday) or some other day(s) as mutually agreed by the Employer and the Union, shall be deemed to be the holiday for the purpose of this Agreement.

ARTICLE 9 - VACATION LEAVE

9.01 Definition of Vacation Year

"Vacation Day" means seven (7) hours per day for inside and eight (8) hours per day for all others.

"Vacation year" is based on the employee's anniversary of commencement on probation.

9.02 Vacation Leave Entitlement - Regular Employees

A regular full-time employee shall earn annual vacation leave each year, which shall be taken with pay as provided later in this Article, in the year in which the vacation is being earned.

All employees with one (1) year of service and up to and including four (4) years of service shall be entitled to a vacation with pay of fifteen (15) working days per year.

All employees shall receive one (1) additional day of vacation per year of service in an excess of four (4) years, to a maximum of thirty (30) working days.

No employee at the date of signing of current Collective Agreement shall receive a reduction in vacation days from their allotted amount under the previous Collective Agreement.

A regular part-time employee is entitled to earn and take annual vacation leave on a pro-rata basis in accord with the above.

The annual vacation leave earned in any full year, pursuant to the schedule above, shall be reduced by one-twelfth (1/12) for each month in which the employee is not paid for at least ten (10) days by the Employer. Days paid by the Employer where the Employer is reimbursed by the Union, shall be considered as days on which the employee has been paid.

9.03 Banking of Vacation Leave

Upon written request to the Employer by November 1st, an employee entitled to take annual vacation leave in a year, may be permitted to bank up to a maximum of five (5) days of annual vacation leave and shall use this banked annual vacation leave in the following year.

9.04 Vacation Leave Schedules

- a) Vacation leave when practical will be granted for the period requested by the employee, but in all cases the commencement date shall be at the convenience of the Employer. Requests shall not be unreasonably denied. Vacation requests will be accepted at any time during the year; however, requests made prior to February 28th will be given preference over those received at a later date. Where a conflict arises over requests for vacation leave submitted by two (2) or more employees on or before the February 28th deadline, and the conflict cannot otherwise be resolved, seniority shall govern. Employees will be notified within one (1) month of making their requests as to whether or not the vacation time had been granted. At the employee's discretion, the vacation periods set out in this Article may be split.

New employees shall not be entitled to take vacation time during the employee's probationary period.

- b) Except in cases of emergency, requests for banked time off or vacation time off must be submitted to the applicable manager at least two (2) weeks in advance of the date(s) requested. Requests with less than notice will be considered on a case-by-case basis and will not be unreasonably denied.

9.05 Holiday Period Vacation Leave

Effective 2024, a regular full-time employee shall be granted paid leave for the three (3) regular work days that occur between Boxing Day and New Years Day as described in Articles 8.02 and 8.03. Only those employees required by the Employer to work a regular shift during any or all of the three (3) regular work days shall be afforded an equal number of days off in lieu, without loss of pay. The days off in lieu are to be carried over into the next calendar year and banked at straight time and are to be taken as paid time off or paid out at the request of the employee.

9.06 Annual Vacation Pay - Regular Employees

An employee shall continue to be paid on normal pay days while on vacation, or on the day before commencing vacation if the employee so requests at least three (3) office days prior.

Pay for vacation leave shall be calculated on the hourly rate for the employee's normal classification (exclusive of all differentials and premiums) that the employee would receive during the period of absence if not on vacation leave.

On separation from employment with the Village, the employee will be paid for any vacation time to which the employee is entitled and which has not been taken. Should any employee, on separation from the Employer, have taken vacation prior to it being

earned, the amount of vacation pay that was overpaid, will be deducted from the employee's final cheque.

9.07 Vacation Pay - Casuals and Temporaries

A casual and a temporary employee shall be paid vacation pay of four percent (4%) on each pay cheque.

9.08 Illness During Vacation Leave

An employee on vacation leave who is ill, may have such days restored to vacation leave credit and take them at another mutually agreed time, provided sick leave credits are available and used. Proof will be required in the form of a certificate from a medical practitioner stating the employee would have been unable to work as a result of the illness or non-compensable accident.

9.09 Recognition of Certain Absences

The following shall be considered as time worked in calculating an employee's years of service for the purpose of determining "Vacation Year in Which Earned" under this Article:

- a) time lost due to an accident for which compensation is being paid by the Workers' Compensation Board;
- b) the period while receiving weekly indemnity benefits;
- c) while on Leave of Absence in accord with the Article "Leave of Absence" in this Agreement;
- d) while on layoff with recall rights.

9.10 Leave without pay condition will only be considered if all applicable leave has been used up.

ARTICLE 10 - EMPLOYEE BENEFITS

10.01 Changes to Benefit Plans

It is the Employer's right to select the benefit carrier. However, all benefits levels and eligibility requirements will be maintained as stipulated in the Collective Agreement. Changes to benefit levels will require prior agreement from the Union.

Should the Benefit Plan Carrier change the plan, the Employer will notify the Union of any changes and Parties may amend by mutual agreement.

10.02 Superannuation

All eligible full-time employees will participate in the pension plan established pursuant to the Pension (Municipal) Act, and all eligible part-time employees shall be recommended to participate and can choose to participate, commencing at the beginning of the month following successful completion of probation.

10.03 Medical Plan

Medical Service Plan of B.C.

Coverage is provided for regular employees who work seventeen and one-half (17 1/2) hours per week or more.

Employer pays one hundred percent (100%) of premiums.

Coverage begins at the beginning of the month following the month in which the employee successfully completes probation.

Participation is voluntary.

10.04 Extended Health Benefits Plan

Plan covers one hundred percent (100%) of eligible expenses after a deductible of twenty-five dollars (\$25.00) per year.

Lifetime reimbursement of one million dollars (\$1,000,000.00) per insured person.

Vision care provides reimbursement of up to five hundred dollars (\$500.00) in a two (2) year period and eye examinations at one hundred dollars (\$100.00) per person every two (2) calendar years.

Coverage is provided for regular employees who work seventeen and one-half (17 1/2) hours per week or more.

Employer pays one hundred percent (100%) of premiums.

Coverage begins at the beginning of the month following the month in which the employee successfully completes probation.

Participation is a condition of employment (if not covered elsewhere).

Acupuncture: two hundred fifty dollars (\$250) a year.

10.05 Dental Insurance Plan

Plan covers: 90% of basic services
60% of major treatment (i.e. crowns, bridges, dentures)
80% of orthodontic services up to maximum reimbursement of five thousand dollars (\$5,000.00) per dependent

Coverage is provided for regular employees who work seventeen and one-half (17 1/2) hours per week or more.

Employer pays one hundred percent (100%) of premiums.

Coverage begins at the beginning of the month following the month in which the employee successfully completes probation.

Participation is a condition of employment (if not covered elsewhere).

10.06 Group Life Insurance and AD&D Plans

Plan provides life insurance coverage of two (2) times annual salary, rounded to next multiple of one thousand dollars (\$1,000.00) to a maximum of two hundred and fifty thousand dollars (\$250,000.00) with amounts over one hundred thousand dollars (\$100,000.00) requiring evidence of employee's good health.

Plan provides AD&D coverage in amount equal to life insurance.

Plan provides that the coverage (Group Life and AD&D) not in excess of one hundred thousand dollars (\$100,000.00) will reduce by fifty percent (50%) at age sixty-five (65).

Coverage is provided for regular employees who work seventeen and one-half (17 1/2) hours per week or more.

Employer pays one hundred percent (100%) of premiums.

Coverage begins at the beginning of the month following the month in which the employee successfully completes probation.

Participation is a condition of employment.

10.07 Weekly Indemnity Plan

1. Plan has benefit formula of sixty-six and two-thirds percent (66 2/3%) of weekly earnings, to a maximum of one thousand dollars (\$1000.00) per week.
2. Plan has waiting period of five (5) days in case of sickness and no waiting period in case of hospitalization or accident.
3. Plan has benefit period of twenty-six (26) weeks.
4. Coverage is provided for regular employees who work seventeen and one-half (17 1/2) hours per week or more.

Employer pays one hundred percent (100%) of premiums.

Coverage begins at the beginning of the month following the month in which the employee successfully completes probation.

Participation is a condition of employment.

10.08 Employee - Paid Long Term Disability Plan

Long Term Disability is employee paid and mandatory for all regular employees who work seventeen and one-half (17 1/2) hours or more per week.

The non-taxable benefit provides for fifty percent (50%) of an employee's gross monthly basic earnings to a maximum of six thousand dollars (\$6,000.00), with exclusions for certain pre-existing conditions.

Monthly basic benefits greater than three thousand dollars (\$3,000.00) require a medical questionnaire to be completed by the employee.

The maximum benefit period and termination age is the earliest of an employee's retirement or an employee's sixty fifth (65th) birthday.

Long Term Disability becomes effective once Short-Term Disability stops (which is one hundred and eighty two (182) days after an event).

Note: This is a summary only. Full terms and conditions of the long term disability benefit are available for review.

10.09 Employee and Family Assistance Program

Coverage is provided for regular employees who work seventeen and one-half (17 ½) hours per week or more.

Employer pays eighty-five percent (85%) of premiums and employee pays fifteen percent (15%) of premiums.

Coverage begins at the beginning of the month following the month in which the employee successfully completes probation.

Participation is a condition of employment.

10.10 Premiums While on Leave

Except as provided elsewhere in this Agreement, coverages for fringe benefits cease if the absence without pay is for more than one (1) complete calendar month. Where appropriate, such coverage can be maintained upon payment in advance of the full premiums by the employee.

An employee shall be continued on the applicable benefits and on the applicable sharing basis, provided the employee's share of the premiums is paid in advance by the employee, while on Maternity Leave; on Parental Leave; or for a maximum of one (1) year while on leave of absence because of illness or injury (including sick leave and leave while collecting Workers' Compensation benefits).

Instead of paying in advance, by mutual agreement in writing of the employee and Employer made in advance:

- a) the Employer shall pay the full premiums, which shall be considered to be an advance to the employee.
 - i. The employee shall repay the advance to the Employer, upon return to work, over a period no longer than the absence.
 - ii. If active employment ends, the entire balance outstanding shall be paid to the Employer by the employee immediately.

10.11 Premiums While on Layoff

Subject to carrier approval, an employee on layoff shall have the right to continue to participate in the Superannuation, Medical Plan, Extended Health Benefits Plan, Dental Plan, Group Life and AD&D Plans, EFAP Plan, as provided in this Agreement. For the calendar month in which the layoff takes effect, benefit premium costs shall be paid or shared as provided in this Agreement.

10.12 Wellness Benefit Plan

The Employer recognizes there are a wide variety of activities that lead to improved physical fitness and emotional health. The Employer will reimburse employees for pre-approved expenses related to activities and/or programs that lead to improved physical fitness and/or emotional health.

Such activities must be action oriented and/or educational and designed to modify lifestyles or behaviours to increase or improve muscular strength, skeletal strength, cardiovascular strength, flexibility or stability.

The annual allowance for wellness expense reimbursement is:

Regular and Temporary Employees - \$400 and an annual pass for the hot springs.

Employee status at January 1st will determine annual eligibility.

Each qualifying employee may receive wellness expense reimbursements to the maximum annual allowance in each calendar year starting each January 1st•

Eligible expenses/programs include, but are not limited to:

1. Fitness club memberships;
2. Registration fees for fitness-related programs or lessons, such as aerobic classes, yoga, dance lessons, figure skating and outdoor survivor training;
3. Sports team memberships and registration fees;
4. Annual memberships, for sports and recreation;
5. Court fees, green fees, ski passes, lift tickets and race registrations;
6. Personal trainers, fitness consultants, lifestyle consultants and exercise physiologists;
7. Durable equipment such as treadmills, exercise bikes and universal gym;
8. Skates, roller blades, bicycles, specialized athletic footwear, tennis racquets, golf clubs, paddle board and aquatic equipment, safety helmets and specialized sports equipment;
9. Top up of benefits;

10. Smoking cessation;

11. Nutrition and weight management.

Employees may seek pre approval from the Employer on services not included on this list.

ARTICLE 11 - SICK LEAVE

11.01 Amount Without Loss of Pay

Sick Leave shall be defined as the period of time an employee is absent from work with full pay by virtue of being sick, disabled, exposed to a contagious disease, under examination or treatment of physician/chiropractor/dentist, or because of a non-compensable injury.

Such an employee who is receipt of pay throughout a calendar year is entitled to receive such leave without loss of pay for up to fifteen (15) days in that calendar year. An employee who is in receipt of pay for less than a full calendar year is entitled to receive such leave without loss of pay to a maximum number of days based on one (1) day of leave for each calendar month. The days of leave without loss of pay for a calendar year shall be advanced to an employee; and, if any such days advanced are not earned, they are recoverable by the Employer.

Employees will be allowed to carry over unused sick leave to the next year to a maximum of twenty-four (24) days at any one time. No employee will be allowed to take more than twenty-four (24) sick days with pay in one (1) calendar year.

Sick leave without loss of pay will only be granted for days for which the employee is not eligible for weekly indemnity benefits.

Sick leave may also be used for absences needed for the care of members of the employee's immediate family (spouse, son, daughter, parent, grandchild, son-in-law or daughter-in-law) or family member residing in household who may be at home recovering from illness/injury and requiring attention.

Employees shall endeavour to schedule medical, dental or other para-medical appointments outside the hours of work. Where this is not possible, time spent attending such appointments shall be deducted from the employee's accumulated sick leave.

11.02 Calculation

Pay for sick leave shall be calculated on the hourly rate for the employee's normal classification (exclusive of all differentials and premiums) that the employee would have received if not on sick leave.

11.03 Notification

An employee who will be absent because of illness or accident shall make every reasonable effort to notify the immediate supervisor prior to the start of the shift.

11.04 Medical Certificates

If requested by the Employer, an employee who is absent for more than five (5) consecutive days of sick leave shall provide a doctor's certificate confirming the employee's inability to work because of illness or disability, or the employee's fitness to work.

Where during any calendar year an employee has been granted a total of seven (7) days of sick leave covering periods of one (1) day or less, the Employer may require that a doctor's certificate be submitted in support of any application for further sick leave during that calendar year. When a doctor's certificate is required in such circumstances by the Employer, and the employee fails or refuses to submit such a certificate, the period of absence shall be taken as vacation leave, banked overtime or leave without pay.

Where it is apparent that there is a pattern of absence on sick leave, the Employer may request that the employee undergo an independent medical examination at the expense of the Employer, or that further medical evidence be furnished to substantiate any period of absence claimed to be due to illness.

The Employer shall reimburse the employee for any costs associated with the production of a doctor's certificate or further medical evidence, upon receiving a receipt.

11.05 Appointments

When it is necessary to schedule medical or dental appointments during an employee's normal working hours, the time required to attend such appointments may be taken as sick leave subject to all other provisions of this Article.

11.06 Misrepresentation

If an employee is found to have willfully misrepresented a claim of illness, the employee shall immediately refund to the Employer all applicable sick leave pay. The refund of sick leave pay shall not prejudice the right of the Employer to take such disciplinary or other action as may be appropriate in the circumstances.

ARTICLE 12 - SAFETY

12.01 General

The Union and the Employer shall cooperate in continuing and perfecting the occupational health and safety measures now in effect, and both Parties agree to enforce all laws and regulations relating to accident prevention measures, which are applicable to the operation of the Employer.

12.02 Safety Committee

A Safety Committee shall be established, composed of four (4) members representing the Union and two (2) members representing the Employer.

12.03 Committee Meetings and Minutes

The Safety Committee shall meet monthly at the call of the Chair of the Committee and shall discuss, recommend and record all action necessary to improve hazardous conditions at the work place.

Minutes of all Safety Committee meetings shall be kept and copies shall be sent to the Employer and to the Union and shall be posted on the bulletin boards.

Time spent by members of the Committee in the course of their duties as members of the Committee shall not result in the loss of pay.

12.04 Safety Equipment/Protective Clothing

All employees shall be supplied with all necessary safety tools and equipment as required. The Employer will supply safety equipment and protective clothing including but not limited to: safety gloves, safety goggles and hard hats as required. The Employer will provide coveralls to those employees working outside including garage and treatment plant operators, and shall be responsible for the cost of cleaning, repair and replacement of the coveralls provided. Such coveralls shall remain the property of the Employer.

Each regular outside employee in the Arena/Parks and Public Works department will be provided up to, three hundred (\$300.00) per year for the purchase of safety boots. Payment will be provided within thirty (30) calendar days after the receipt as proof of purchase has been submitted to the Village. Safety boots will be supplied to Hot Springs regular employees as required.

12.05 Unsafe Work

Employees have the right to refuse unsafe work with no disciplinary action against them in accordance with the Workers' Compensation Board Regulations.

ARTICLE 13 - DISCIPLINE AND DISCHARGE

13.01 Notice in Writing

The Employer shall notify the Union in writing of all dismissals, suspensions and written warnings immediately when the action is taken.

13.02 Grievance Involving Discharge, Discipline

A grievance involving a matter related to discharge or discipline may be initiated at Step 2 of the Grievance Procedure.

13.03 Right to Have Steward Present

An employee shall have the right to have their steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance, of the purpose and reasons for the interview, in order that the employee may contact their steward, providing that this does not result in an undue delay of the appropriate action being taken. The reasons for the interview shall be given to the employee in writing and at least one (1) day prior to the start of the interview. For the purposes of this article, in writing, shall mean hard copy letter with a copy to the employee and by email to the President and Vice-President.

The parties agree that in certain situations it may be in the best interest of both the public and employees, that employees be reassigned or removed from all job sites during an investigation of conduct. In cases where an employee cannot be reassigned, then the employee will be considered to be on leave of absence without loss of pay until the Employer has determined there is a prima facie case for imposing discipline.

13.04 Personnel Records

An employee has the right to have access to and review that employee's personnel file, upon giving reasonable notice to the Employer. The employee shall be permitted to make copies of documents contained in it. The employee shall have the right to respond in writing to any document contained therein, such a reply shall be attached to the document involved and shall become part of the permanent record.

13.05 Records of Discipline

Records of discipline on file for over twenty-four (24) months will be withdrawn providing there has been no continuation of an offence. Only those records of more than two (2) years shall be deleted.

ARTICLE 14 - GRIEVANCE PROCEDURE

14.01 Definition

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

14.02 Step 1

Within fifteen (15) working days of the occurrence of the incident-giving rise to the grievance, or within fifteen (15) working days of the time that the grievor should have reasonably known of such incident, the Union shall submit a grievance in writing which indicates the alleged breach of the Agreement and the proposed resolution. The employee concerned, with a Union officer, shall meet with the appropriate department head and shall endeavour to settle the matter. Failing to reach a satisfactory settlement of the dispute within five (5) working days after submission, the dispute may be referred to Step 2 within ten (10) working days after the receipt of the Employer's written response.

14.03 Step 2

The employee concerned, with a steward or Union officer in attendance, shall meet with the CAO and shall endeavour to settle the matter. Failing to reach a satisfactory settlement of the dispute within five (5) working days after submission at Step 2, the dispute may be submitted to arbitration within two (2) calendar weeks of the Employer's written response.

14.04 Time Limits

The time limits may be extended by mutual agreement of the Parties, in writing, at all stages.

14.05 Policy Grievance

Where a dispute involves a matter of general application or interpretation, the Union or the Employer may initiate a policy grievance and may agree to bypass Steps 1 and 2.

ARTICLE 15 - GRIEVANCE ARBITRATION

15.01 Submission to Single Arbitrator

When a submission to Arbitration has been made, the Parties will refer the matter to a single arbitrator. If the Parties cannot agree on the selection of an arbitrator after considering six (6) options, either Party may request the Director of the Collective Agreement Arbitration Bureau to make the appointment.

15.02 Act Governs

The provisions of the Labour Relations Code with respect to grievance arbitration shall apply.

15.03 Decision

The decision of the Arbitrator with respect to an interpretation or alleged violation of this Agreement shall be final and binding upon the Parties, but in no event shall the Arbitrator have the power to alter, modify, or amend the Agreement in any respect.

15.04 Expenses of Arbitration

Each Party shall bear the fees and expenses of the arbitrator appointed by such Party and shall pay one half (1/2) of the fees and expenses of the chair of the Arbitration Board.

15.05 Time Limits

The time limits may be extended by mutual agreement of the Parties and in writing.

ARTICLE 16 - STAFFING AND STAFF CHANGES

16.01 Job Postings

When a vacancy occurs or a new position is created in the bargaining unit, involving either a regular position or a temporary position expected to be for more than two (2) months in duration, the Employer shall post notice of the position on appropriate bulletin boards for at least seven (7) days, so that the employees will know about the vacancy.

All jobs shall be posted internally for the seven (7) day period before being posted externally. Concurrent postings may be done by mutual agreement between the Union and the Employer.

Any employees who are on lay-off, and who have recall rights, shall be deemed to have applied for any posting.

16.02 Information on Postings

A posting shall contain the following information: Nature of the position; qualifications; required skills, knowledge and education; current shift; current hours of work; and current hourly rate of pay.

16.03 Selection

The Village agrees that seniority shall determine in all cases of hirings, promotions, demotions or transfers provided that competency, efficiency, ability and qualifications of the applicants concerned are comparatively equal.

16.04 Probation

Every person hired as regular employee is hired on probation.

The probation period shall be sixty (60) days worked.

An employee on probation may be terminated at any time during the probation period, without notice, for just cause or when it is determined by the Employer that the employee has failed to meet an acceptable standard of performance or conduct. Any termination shall be subject to the grievance procedure.

16.05 Trial

If a regular employee is appointed to fill a position in another classification, the employee shall be placed on trial in the new position for a period of sixty (60) days worked.

During the trial period, in the event the employee chooses to return to the employee's former position, or is judged to be unable to perform the duties of the new classification or to be unsuitable, the employee shall be returned to the employee's former position. Any employee returned to the original position by the Employer may grieve the Employer's decision pursuant to Article 14.

In both instances, the Union and the Employer may mutually agree to extend the Trial period for up to thirty (30) working days, no further extensions will be granted.

However, if the trial period results from bumping, the employee shall be laid-off. Any other employee promoted or transferred as a result of the appointment shall also be returned to former position, and any employee who may have been hired shall be terminated with two (2) weeks notice or pay in lieu.

16.06 Appointment Outside Unit

No employee shall be appointed to a position outside the bargaining unit without the employee's consent. An employee appointed to a position outside the bargaining unit shall have the right to return or be returned to a position in the bargaining unit within sixty (60) days worked of such appointment. In such a case, the employee's seniority as at the date of the outside appointment shall be restored; and the period of time spent outside the bargaining unit shall not reduce the employee's vacation or sick leave entitlements. Any other employee promoted or transferred as a result of the appointment shall also be returned to former position, and any employees who may have been hired shall be terminated with two (2) weeks notice or pay in lieu.

16.07 Union Notification of Staff Changes

The Union shall be promptly notified in writing of all appointments, hirings, transfers, layoffs, recalls and terminations of employees.

16.08 Service Severance Pay

The Parties agree to be bound by the provisions of Section 63 of the Employment Standards Act, with respect to service severance pay upon termination of employment. Termination shall be as defined in the Act, but shall not include voluntary resignation or retirement.

ARTICLE 17 - LAYOFF AND RECALL

17.01 Definition of Layoff

A layoff is a temporary or indefinite and involuntary:

- a) separation of an employee from employment, or
- b) reduction of hours of work of an employee of fifteen percent (15%) or more.

17.02 Role of Seniority on Layoff

In the event of a layoff, employees shall be laid off in reverse order of seniority.

17.03 Advance Notice of Layoff

Except as otherwise provided in this Agreement, regular employees shall be given fourteen (14) days written notice of layoff or pay in lieu of notice. Such notice shall include the effective date of layoff.

17.04 Bumping

A regular employee who has received notice of layoff may bump any employee with less seniority. Any employee being bumped shall be given ten (10) days notice of layoff or pay in lieu. In order to bump, the employee must have the ability to perform the duties of the position to which bumping without further training and must possess any required certification and/or licenses.

A regular employee who intends to exercise bumping rights under this Agreement shall notify the Employer to that effect, in writing, not later than five days after receiving notice of layoff.

An employee who bumps shall serve the trial period as provided elsewhere in this Collective Agreement.

17.05 Recall Rights

A regular employee who is laid off shall have recall-to-employment rights for twelve (12) months from the effective date of the layoff. An employee who is recalled shall have period of layoff considered as if at work for seniority purposes.

An offer by the Employer of an appointment for casual work or temporary work does not affect the recall rights of the employee on layoff, whether the offer is accepted or not.

A regular employee who has been laid off and accepts an assignment for casual or temporary work shall receive the "regular in a classification" rate of pay for that assignment.

An employee whose recall rights have expired shall lose seniority and shall be considered separated from employment. If subsequently re-employed by the Employer, the person shall be deemed to be a new employee.

17.06 Recall Procedure

Employees who are on layoff, and who have recall rights, shall be recalled in the order of seniority, provided the persons involved have the skills, knowledge and abilities to do the jobs. Employees with recall rights shall be given the first opportunity for casual or temporary assignments while on lay-off.

Notice of recall shall be given personally or by telephone by the Employer, and shall be confirmed by a letter delivered by hand or sent by certified mail to the employee's last known mailing address, not less than ten (10) days prior to the proposed date of recall whenever possible. It is the responsibility of the employee with recall rights to keep the Employer informed in writing of the employee's current address and telephone number.

17.07 Failure to Respond to Recall

Where a laid off employee fails to return to employment within ten (10) days of being notified to do so, and the failure is not due to sickness or other just cause, the employee shall forfeit all recall rights and shall be deemed to be separated. For the purpose of this Article only, "just cause" shall include the requirement to provide another Employer with two (2) weeks notice of termination.

17.08 Grievances

A grievance related to the matter of layoff, recall or bumping shall be initiated at Step 2 of the grievance procedure.

ARTICLE 18 - LEAVES OF ABSENCE

18.01 Union Business Involving Grievances, Meetings with Employers, Collective Bargaining

a) Union Business Leave - Involving Grievances

A steward or Union officer who investigates and/or attempts to settle grievances, including attendance at grievance meetings with the Employer, when it is necessary to be away from the job may do so without loss of regular pay. In such cases, the permission from the immediate excluded supervisor for time off must first be obtained.

b) Union Business Leave - Meetings with Employer

The Employer agrees to grant time off without loss of pay to employees representing the Union to attend joint committee meetings with representatives of the Employer, or to attend other meetings with the Employer at the request of the Employer, provided the employee seeking the leave has given four (4) hours notice (where practicable) to the immediate supervisor.

c) Union Business Leave - Collective Bargaining

A maximum of two (2) employees shall be granted leave of absence without loss of pay to attend collective bargaining, if held during regular working hours. Two (2) weeks notice must be given. Shorter notice periods will be considered on a case-by-case basis and will not be unreasonably denied. Additional Union Representatives may be booked off and be paid for by the Union.

18.02 Union Business Leave - Officers, Members

The Employer agrees to grant leave of absence without pay to Union officers or members, for the purposes of Union business including conventions and seminars, to a total maximum of thirty (30) days per calendar year, provided:

- a) a maximum of two (2) persons may be absent at the same time;**
- b) two (2) weeks written notice has been given;**
- c) a suitable substitute can be obtained, if the Employer wishes to do so.**

18.03 Union Business Leave

An employee granted Union Business Leave pursuant to this Article shall continue to receive benefits and payment of wages from the Employer as if the employee was not

on leave. The Union shall reimburse the Employer for the pay plus thirty percent (30%) for benefit and other costs, for the leave period. The Employer shall invoice the Union and the Union shall make payment in full within thirty (30) days of receipt of the invoice. At no time will the Employer be responsible to pay wages for Union leave on an employee's normal day off or for more hours than an employee normally works in a day or week.

18.04 Full-Time Union Position

An employee who is selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without pay for a period up to two (2) years. Such leave may be renewed on request during the period of leave. The employee or the Union shall pay the total premium costs of the employee's benefit plans for the period of the leave of absence. The employee shall accrue seniority during such leave.

18.05 Bereavement Leave (Regular Employees)

A regular employee shall be granted leave of absence, at the time of death or funeral, or immediately upon learning of the death, in the case of death of a parent, parent-in-law, spouse, common-law spouse, child, brother, sister, grandparent, grandchild, brother and sister in-law, step parent and step-children. Five (5) days leave without loss of pay shall be granted.

Additional leave of absence with or without pay may be granted as appropriate, at the discretion of the Chief Administrative Officer. Requests shall not be unreasonably denied.

18.06 Maternity Leave, Parental Leave (Regular and Temporary Employees)

The Employer shall grant an employee maternity leave, without pay but with applicable benefits, in accordance with the Employment Standards Act. When an employee decides to return to work from maternity leave, she shall provide the Employer with at least two (2) weeks notice.

The Employer shall grant an employee parental leave of absence, without pay, in accordance with the Employment Standards Act.

Upon returning to work from maternity leave and/or parental leave, the employee shall be assigned to the former position or an equivalent position, should the former position no longer exist.

18.07 Birth and Adoption (Regular and Temporary Employees)

A regular or temporary employee shall be granted three (3) days leave of absence, without loss of pay, to attend to parental responsibilities at the time of the birth of a child of the employee, or the time of arrival in the case of adoption.

18.08 Jury Duty, Court Witness (Regular and Temporary Employees)

The Employer shall grant leave of absence to an employee, if the employee is not personally involved in the case, who is required by subpoena to serve as juror or witness in any court. The Employer shall pay such an employee the difference between normal earnings (excluding differentials and premiums) and the payment received for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee shall provide the Employer with proof of service and the amount received. Time spent by an employee, in his capacity as an employee, required to appear before any government body, or who is subpoenaed or is required to serve as a court witness in any matter arising out of his employment shall be considered as time worked at the appropriate rate of pay.

18.09 General Leave

The Employer may grant leave of absence without pay to any employee requesting such leave for good and sufficient reason, acceptable to the Employer. Requests for such leave shall be made in writing. An employee granted leave under this Clause, shall have the option of continuing benefits coverage by prepaying the entire cost of premiums on a monthly basis.

18.10 Family Illness (Regular Employee)

Provided the necessary sick leave credits are available, a regular employee will be granted leave without loss of pay charged to sick leave credits, to attend to urgent matters arising when a member of the employee's family is seriously ill.

The Employer may request confirmation from a medical practitioner.

18.11 Volunteer Fire Fighters/Search & Rescue Team (Regular and Temporary Employees)

A regular employee who acts as a volunteer fire fighter with the Village of Nakusp or as a member of Search & Rescue team, shall be given leave of absence without loss of pay, provided the employee is not required on the job at the time, and there is an emergency situation requiring the employee's services during regular working hours. Such an employee shall not receive remuneration from any other source for the period while being paid by the Employer, and no other payments will be made by the Employer to an individual for those hours when the employee qualifies under this provision.

ARTICLE 19 - CLASSIFICATION AND RECLASSIFICATION

19.01 Classification and Specifications

The Employer and the Union agree Descriptions shall be established for each classification in the bargaining unit. The Employer shall prepare the Descriptions. A copy of each, and any changes made thereto from time to time, shall be provided to the Union. The Descriptions will not be finalized until the Employer and the Union have discussed the contents if the Union, within thirty (30) days of receipt of the Descriptions, wishes to do so.

In the event the Employer established any new classifications in the bargaining unit, or if a substantial change is made to any existing Descriptions, the Descriptions and the rate for the classification will be established by the Employer. The Union will be provided with a copy of the Description and with the rate applicable. The position can be filled following normal procedures. If the Union objects to the new rate in writing, within thirty (30) days, the Parties will meet to negotiate the rate. If the Parties cannot agree on the rate, the rate will be determined by a one (1) person Arbitration Board established as provided in the Grievance Procedure Article in this Agreement. The issue of whether the change is substantial is grievable within the thirty (30) day period.

19.02 Reclassification

If an employee believes that as a result of changes in duties, the employee no longer falls within the employee's classification, the employee, through the Union, may apply for reclassification to another or to a new classification. The application will be considered by the Employer and a written response given within thirty (30) days, and if the employee is not satisfied with the result, the Union may process the matter at Step 2 of the grievance procedure. Should no settlement be reached, the arbitration step may be utilized with one (1) person Arbitration Board. The arbitrator, in such a case, is limited to determining which of the existing classifications is appropriate, or requiring the Employer to establish a new one which is appropriate. The reclassification and a rate of pay shall be retroactive to the date the employee first applied for the successful reclassification.

19.03 Elimination of Classification

An existing classification, for which the Union is bargaining agent, shall not be eliminated without prior agreement with the Union.

ARTICLE 20 - LABOUR-MANAGEMENT CONSULTATIVE COMMITTEE AND ADJUSTMENT PLANS

20.01 Composition of Committee

A Labour/Management Consultative Committee shall be established consisting of up to three (3) representatives of the Union and up to three (3) representatives of the Employer.

20.02 Functions of Committee

The Committee shall concern itself with discussing issues relating to the workplace that affect the Parties or any employee bound by this Agreement, with problems and potential problems involving the Parties, but not with grievances, and shall have the power only to make recommendations to the Union and the Employer.

20.03 Committee Meetings

Meetings shall be held at least every second month six (6) times per year at mutually agreeable times. If possible, times for the six (6) yearly meetings shall be scheduled before the end of January each year so that the times for these meetings is established well in advance. Additional meetings may be called by mutual agreement of the Parties.

20.04 Adjustment Plans

The Parties agree to be bound by the provisions of Section 54 of the Labour Relations Code.

If the proposed change affects the terms, conditions or security of employment of more than one (1) employee, notice of ninety (90) days will be given to the Union.

Notwithstanding any other provision of this Agreement, any employee laid off two (2) months or more prior to the proposed introduction of a change described in Section 54 of the Code shall be deemed not to be affected by the change, and therefore shall not be eligible for any benefit as a result of this Article.

ARTICLE 21 - GENERAL

21.01 No Discrimination; No Sexual Harassment; Human Rights and Harassment

Human Rights

The parties agree that there shall be no discrimination against any employee because of a person's age, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, union membership, or because of a criminal or summary conviction that is unrelated to the employment or intended employment of that person.

Harassment

Harassment or bullying includes any inappropriate conduct or comment by a person towards an employee that the person knew or reasonably ought to have known would cause that employee to be humiliated or intimidated.

Recognizing our mutual responsibility and in keeping with the Workers' Compensation Act, the Employer shall ensure that the workplace is free of harassment and/or bullying and that employees take reasonable care to protect the health and safety of themselves and other persons.

A grievance involving a matter in this Section shall be initiated at Step 3 of the Grievance Procedure.

21.02 No Strikes or Lockouts

During the term of this Agreement, and in accordance with the Labour Relations Code, there shall be no strikes by the Union and there shall be no lockouts by the Employer.

21.03 Workplace Surveillance

The Parties agree that surveillance equipment in the workplace shall be used for the purposes of ensuring the security of Employer assets and public safety. Surveillance equipment shall not be used for the purpose of regular monitoring of employees in the workplace but can be used for matters surrounding criminal conduct.

21.04 Education and Upgrading

If an employee attends education or upgrading courses related to employment at the request of the Employer, the Employer shall cover fees and costs incurred on a pre-approved basis, and the employee shall suffer no loss of pay. Employees requested to

take designated courses and/or examinations shall receive travel expenses (transportation, food and lodging) in accordance with current Employer policy.

If the employee attends a course or takes an examination not requested by the Employer under the previous paragraph, with the advance approval of the Employer, the Employer may reimburse the employee for some or all fees and expenses and may grant leave of absence without pay or without loss of pay, as per Village Policy.

21.05 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement of the Parties, at any time during the term of this Agreement. Such changes shall be made in a Letter of Agreement signed by the Union and the Employer.

21.06 Preparation, Printing and Distribution of Agreement

The Union shall prepare and have this Agreement printed, as quickly as practical. A copy shall be given to each employee and to each new employee when hired. The Parties shall mutually agree on the cost of printing prior to printing, which costs shall be shared equally by the Union and the Employer.

21.07 Correspondence

All correspondence from the Employer to the Union shall be sent electronically to the Local President and Secretary Treasurer of CUPE Local 2450.

All correspondence from the Union to the Employer shall be sent electronically to the Chief Administrative Officer or designate.

21.08 Complementary Terms

Where the context so requires, wherever the masculine is used in this Agreement, it shall be read as if the feminine was expressed and vice versa; wherever the singular is used, it shall be read as if the plural was expressed and vice versa.

21.09 Indemnification

- a) The Employer shall indemnify and save harmless each employee from and against damages and costs awarded against the employee in a civil proceeding arising out of any act or omission of the employee in the course of performing his/her duties, including any duty imposed by statute. This indemnity includes any amount, which must be paid to settle any civil proceeding, and includes any expenses necessarily and reasonably incurred by the employee for the purposes of the proceeding or its settlement.

- b) The indemnity given under subsection (a) above does not apply if:
- i. the employee has been found in the civil proceeding to have acted fraudulently, acted dishonestly, acted maliciously, to have wilfully misconducted himself/herself, or have been grossly negligent, or
 - ii. if the cause of action is libel or slander.
- c) The Employer may in its sole discretion assume conduct of any proceeding to which this indemnity applies by giving notice to the employee. If the Employer assumes conduct of a proceeding, it may appoint counsel of its choice and may conduct the proceeding as the Employer considers desirable. The employee must cooperate with the Employer and do everything reasonably required by the Employer in the conduct of the proceeding.

ARTICLE 22 - TERMS OF AGREEMENT

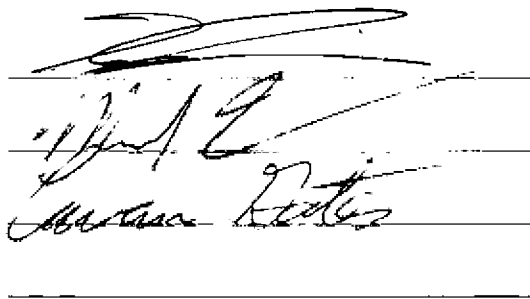
22.01 Duration and Renewal

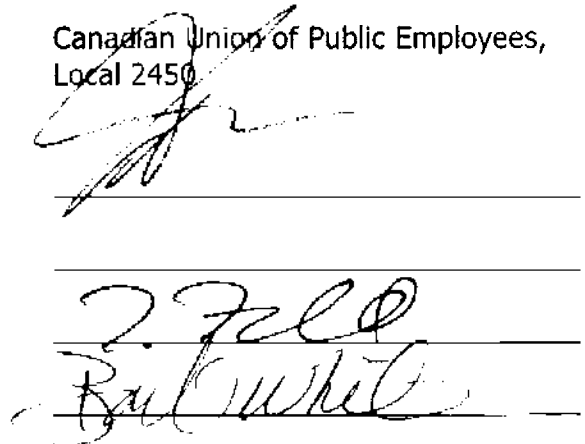
This Agreement shall be binding and remain in effect from August 1, 2023 to and including December 31, 2026. It shall not terminate but continue in effect from year to year thereafter unless either Party, at any time within four months immediately preceding the expiry of this Agreement, by written notice requires the other Party to commence collective bargaining. If such notice is given, all terms and conditions remain in effect until a new Agreement is ratified.

SIGNED BY THE RESPECTIVE OFFICERS AND EMPLOYEES THIS 8 DAY OF May, 2024.

The Village of Nakusp

Canadian Union of Public Employees,
Local 2450





SCHEDULE A – WAGES

CLASSIFICATION	August 1, 2022 - July 31, 2023		August 1, 2023 July 31, 2024		August 1, 2024 July 31, 2025		August 1, 2025 December 31, 2026	
	PREVIOUS		5%		4%		4%	
	Casual Probation Temporary	Regular	Casual Probation Temporary	Regular	Casual Probation Temporary	Regular	Casual Probation Temporary	Regular
Operations Foreman	\$35.50	\$39.09	\$37.28	\$45.00	\$38.77	\$46.80	\$40.32	\$48.67
Arena/Parks Operator	\$27.94	\$30.16	\$29.34	\$31.67	\$30.51	\$32.94	\$31.73	\$34.26
Arena/Parks Operator-In-Training	\$21.59	\$23.31	\$21.59	\$23.31	\$25.69	\$27.74	\$26.72	\$28.85
Public Works Utility Operator 2			\$34.57	\$37.35	\$35.95	\$38.84	\$37.39	\$40.39
Public Works Utility Operator	\$29.40	\$31.76	\$30.87	\$33.35	\$32.10	\$34.68	\$33.38	\$36.07
Public Works Equipment Operator	\$25.63	\$27.71	\$27.22	\$29.42	\$28.31	\$30.60	\$29.44	\$31.82
Public Works Operator-In- Training	\$25.92	\$28.02	\$27.22	\$29.42	\$28.31	\$30.60	\$29.44	\$31.82
Public Works Administrative Assistant	\$29.40	\$31.76	\$30.87	\$33.35	\$32.10	\$34.68	\$33.38	\$36.07
Labourer	\$19.35	\$20.91	\$20.32	\$21.96	\$21.13	\$22.84	\$21.98	\$23.75
Hot Springs Supervisor	\$32.34	\$34.95	\$33.96	\$36.70	\$35.32	\$38.17	\$36.73	\$39.70
Hot Springs Lead Operator	\$26.53	\$28.65	\$27.86	\$30.08	\$28.97	\$31.28	\$30.13	\$32.53
Hot Springs Operator	\$22.72	\$24.53	\$23.86	\$25.76	\$24.81	\$26.79	\$25.80	\$27.86
Hot Springs Cashier	\$19.34	\$20.91	\$21.27	\$23.00	\$22.12	\$23.92	\$23.00	\$24.88
Chalet Housekeeping Lead	\$21.43	\$23.15	\$21.43	\$23.15	\$22.12	\$23.92	\$23.00	\$24.88
Chalet Housekeeper	\$16.08	\$17.36	\$21.27	\$23.00	\$22.12	\$23.92	\$23.00	\$24.88
Administrative Assistant	\$29.40	\$31.76	\$30.87	\$33.35	\$32.10	\$34.68	\$33.38	\$36.07
Administrative Clerk	\$29.40	\$31.76	\$30.87	\$33.35	\$32.10	\$34.68	\$33.38	\$36.07
Assistant Treasurer	\$29.40	\$31.76	\$30.87	\$33.35	\$32.10	\$34.68	\$33.38	\$36.07
Accounting Clerk	\$26.34	\$28.44	\$26.34	\$28.44	\$26.34	\$28.44	\$26.34	\$28.44
Office Assistant	\$23.28	\$25.11	\$23.28	\$25.11	\$23.28	\$25.11	\$23.28	\$25.11
Office Assistant 2	\$26.34	\$28.44	\$27.66	\$29.86	\$28.77	\$31.05	\$29.92	\$32.29
Recreation Clerk	\$23.28	\$25.11	\$24.44	\$26.37	\$25.42	\$27.42	\$26.44	\$28.52
Co-op Student			\$21.27	\$23.00	\$22.12	\$23.92	\$23.00	\$24.88
Student	MIN WAGE	MIN WAGE	MIN WAGE	MIN WAGE	MIN WAGE	MIN WAGE	MIN WAGE	MIN WAGE

NOTE: Only current unionized employees of the Village, as of the date of ratification (March 7, 2024), shall be eligible for retroactive pay arising from settlement of the agreement.

SCHEDULE A - NOTES

***Certification premiums may apply, in addition to the pay rates listed above. See Schedule "A" NOTES.**

The Village of Nakusp recognizes the following certifications and achievements:

Certification premiums will be added to pay rates for Operators and Operators - in - training who have obtained the minimum job requirements by the following amounts:
(for existing Operators, those who have met the minimum requirements of their position descriptions as they existed prior to this collective agreement.) If certifications are not kept in good standing, the premium will be removed from the Operator or Operator-in-Training wage.

Arena/Parks

Arena Parks Operators and Arena Parks Operators - in - training only:

- RFABC Ice Maker's Certificate
25% of \$ amount between OIT and Operator (Operator - in - training only)
- RFABC Building Service Worker
Level 1 25% of \$ amount between OIT and Operator (Operator - in - training only)
- RFABC Ice Facility Operator Certificate
25% of \$ amount between OIT and Operator (Operator - in - training only)
- Parks and Sport Field Operator Level 1
25% of \$ amount between OIT and Operator (Operator - in - training only)

-
- | | |
|---|-------------------|
| • Building Service Worker – Level 2 | .20/hr (Operator) |
| • TSBC Refrigeration Certificate | .30/hr |
| • Recreation Facilities Management Diploma | .40/hr |
| • Parks and Sport Fields Operator Level 2 | .20/hr |
| • Herbicide/Pesticide Applicator Certificate | .10/hr |
| • Certified Irrigation Technician Certificate | .10/hr |

Public Works

- EOCP Backflow Preventer Certification .25/hr
- Herbicide Pesticide Applicator Certification .10/hr

Public Works Utility Operators - in - training - only:

- Multi-Utility Water Distribution - Level 1
25% of \$ amount between Utility OIT and Utility Operator
- EOCP Multi-Utility Water Treatment - Level 1
25% of \$ amount between Utility OIT and Utility Operator

- EOCB Multi-Utility Wastewater Treatment - Level 1
25% of \$ amount between Utility OIT and Utility Operator
- EOCB Multi-Utility Wastewater Collection 1
25% of \$ amount between Utility OIT and Utility Operator

Public Works Utility Operators only (not Level 2):

- EOCB Multi-Utility Water Distribution - Level 2
25% of \$ amount between Utility Operator and Utility Operator 2
- EOCB Multi-Utility Water Treatment - Level 2
25% of \$ amount between Utility Operator and Utility Operator 2
- EOCB Multi-Utility Wastewater Treatment - Level 2
25% of \$ amount between Utility Operator and Utility Operator 2
- EOCB Multi-Utility Wastewater Collection 2
25% of \$ amount between Utility Operator and Utility Operator 2
- EOCB Level 1 (other than multi-utility but cannot be stacked on top of multi-utility Level 2 qualifications) .55/hr (each per level 1 achieved)

Hot Springs

- | | |
|-------------------------------------|--|
| • RFAB Pool Operator - Level 1 | becomes Operator |
| <hr/> | |
| • RFABC Pool Operator - Level 2 | .10/hr (Operator) |
| • Building Service Worker – Level 1 | .20/hr (Operator/Operator-in-training) |
| • Building Service Worker – Level 2 | .30/hr (Operator/Operator-in-training) |

All Staff

Any staff members who holds a Journeyman ticket in the following trades (Plumbing, Electrician, Construction, Mechanic) and is performing work within that trade shall be paid an hourly rate of forty (\$40.00) dollars for all hours performing the associated work, regardless of their regular position within the Village, if their regular wage is higher, the higher wage will be paid.

Note: Annual verification of current certification is required to maintain premiums. Premiums shown do not apply to casual or temporary positions.

SCHEDULE B - JOB CLASSIFICATIONS

Arena/Parks Foreman
Arena/Parks Operator
Arena/Parks Operator-In-Training
Arena/Parks Labourer
Public Works Foreman
Public Works Utility Operator
Public Works Equipment Operator
Public Works Operator-In-Training
Public Works Administrative Assistant
Public Works Labourer
Hot Springs Supervisor
Hot Springs Lead Operator
Hot Springs Operator
Hot Springs Operator-In-Training
Hot Springs Cashier
Chalet Housekeeping Lead
Chalet Housekeeper
Casual Housekeeper
Manager of Housekeeping
Administrative Assistant
Administrative Clerk
Assistant Treasurer
Accounting Clerk
Office Assistant
Office Assistant 2
Recreation Clerk

NOTES ON SCHEDULE B

EI PREMIUM REDUCTION – EMPLOYEES PORTION OF SAVINGS

If the Village of Nakusp is granted and EI premium reduction the employees portion of the savings will be returned as follows:

Prior to January 31 of every year, each regular full-time and regular part-time employee will receive a cash remittance equivalent to 5/12 of the saving realized by the Village of Nakusp on the employer's portion of the employees EI premiums for the previous calendar year.

If employment is terminated for any reason, an employee shall receive a cash remittance on their final pay cheque equivalent to 5/12 of the Village of Nakusp's saving realized on the employee's premiums from the beginning of the current calendar year to the last day of employment.

LETTER OF UNDERSTANDING #1

between

THE VILLAGE OF NAKUSP

and

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2450**

RE: STANDBY DUTIES

Whereas, employees on standby are required to check gauges at all Village Public Works facilities, and the Village wishes to increase the quality of life for its employees working on standby:

- (a) The commits to upgrade its monitoring infrastructure to enable the remote checking of the gauges at all Public Works facilities;
- (b) And if the Village fails to do so by December 31, 2024, effective January 1, 2025, employees on standby will be paid for the time they take physically responding to check the gauges at all Public Works facilities.
- (c) After the implementation of technology, in the event of technology failure that requires employees to physically attend, employees will be paid for the time as time worked.

SIGNED THIS 8 DAY OF May, 2024.

The Village of Nakusp

Canadian Union of Public Employees,
Local 2450

