

COLLECTIVE AGREEMENT

BETWEEN:

THE DISTRICT OF BARRIERE



AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 900



JANUARY 1, 2025–DECEMBER 31, 2028

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AGREEMENT BETWEEN:
THE DISTRICT OF BARRIERE
(hereinafter called the "Employer")
and
**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 900**
(hereinafter called the "Union")

PREAMBLE

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

To promote harmonious relations and settled conditions of employment between the Employer and the Union;

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

To encourage efficiency in operation;

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

AND WHEREAS it is now desirable that method of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement;

AND WHEREAS for the purposes of this agreement, the term "employee" shall refer to those employees of the District of Barriere whose Positions are not considered exempt from Union membership as agreed upon from time to time by both parties.

NOW THEREFORE the parties hereto agree as follows:

ARTICLE 1 RECOGNITION AND NEGOTIATIONS

1.01 Recognition and Negotiations

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

1.02 No Other Agreement

No employee shall be required or permitted to make any written or verbal agreement with the Employer or their representative(s) which may conflict with the terms of this Collective Agreement.

ARTICLE 2 NO DISCRIMINATION

2.01 No Discrimination

The Employer agrees that there shall be no discrimination exercised or practised with respect to any employee by reason of race, colour, gender, creed, national origin, marital status, political or religious affiliation, nor by reason of the employee's membership in a labour union and the employees shall at all times and in like manner act in good faith toward the Employer.

ARTICLE 3 EMPLOYER'S RIGHTS

3.01 Management and Operation of the Working Forces

The management and operation of, and the direction and promotion of the working forces is vested in the Employer, provided however that this will not be used for purposes of discrimination against employees, nor be inconsistent with provisions of this Agreement.

3.02 Employer's Right to Select Employees

The Employer shall have the right to select its employees and to discipline or discharge them for proper cause, subject to the terms and conditions of the Agreement.

ARTICLE 4 UNION SECURITY

4.01 Membership in the Union

Every employee who is now or hereafter becomes a member of the Union shall maintain their membership in the Union as a condition of employment, and every new employee whose employment commences hereafter shall, after the commencement of their employment, become a member of the Union as a condition of employment.

ARTICLE 5 CHECKOFF OF UNION DUES

5.01 Union Dues as a Condition of Employment

The Employer agrees to the compulsory checkoff of all union dues as a condition of employment. Said dues are to be paid and deducted bi-weekly and forwarded to the union secretary with a list of those paying dues, and the amount each pays. All employees, as a condition of continued employment, shall be liable to union dues deductions.

ARTICLE 6 THE EMPLOYER SHALL ACQUAINT NEW EMPLOYEES

6.01 Acquaint New Employees

The Employer agrees that on commencement of employment an elected Union designate (i.e. Unit Chair) will provide the new employee(s) a one half (½) hour orientation on the roles of the Collective Agreement.

6.02 Copy of the Agreement

Newly hired employees shall be presented with a copy of the Agreement by the Employer on commencement of employment. The Employer will supply the Union with revised copies of the Collective Agreement as required. In addition, employees shall be presented with a union membership card/union dues check off card. The dues check off card to be signed and given back to the Employer who in turn shall forward it to the union shop steward.

ARTICLE 7 BARGAINING

7.01 Bargaining Committee

Each party to this agreement shall appoint not more than three (3) representatives to the bargaining committee, and shall advise the other of the names of their nominees.

7.02 Additional Representatives

Each party to this Agreement shall have the right to have the assistance of one additional representative when dealing or negotiating with the other party.

7.03 Function of Bargaining Committee

All matters of mutual concern pertaining to rates of pay, hours of work, working conditions, collective bargaining, etc., shall be referred to the bargaining committee for discussion and settlement.

7.04 Time Off for Meetings

Any representative of the Union on this committee, who is in the employ of the Employer shall attend meetings of the committee held within working hours without loss of remuneration.

ARTICLE 8 EMPLOYER/EMPLOYEE

8.01 Employer/Employee Committee

A joint Employer/Employee Committee shall meet at least once every two (2) months or within five (5) days of either party requesting a meeting. The purpose of such meetings will be to discuss and resolve problems and concerns each party may have. There shall be up to three (3) members from

each party on this Committee. Time off for employees to attend the Committee meeting shall be given with pay.

Grievances, as defined in Article 13, shall not be referred to the Employer/Employee Committee.

8.02 Additional Representatives

Each party to this Agreement shall have the right to have the assistance of an additional representative when dealing or negotiating with the other party.

ARTICLE 9 DEFINITION OF TYPES OF EMPLOYEE

9.01 Regular Full Time Employee

Is scheduled year-round for full-time hours (thirty-five (35) or more per week) in a posted position.

9.02 Regular Part Time Employee

Is scheduled, on a regular basis, year-round for part-time hours (less than thirty-five (35) per week) in a posted position.

9.03 Seasonal Employee

Is scheduled for full-time or part-time hours in a posted position (lasting at least three (3) months per year) and is subject to an annual off-season (with right of first recall to that position in the next year).

9.04 Term Employee

Is scheduled for full-time or part-time hours in a posted position for a period not exceeding two (2) consecutive years (except by mutual agreement between the parties).

9.05 Casual Employee

Is scheduled for full-time or part-time hours in an unposted position to fill sporadic vacancies due to absences or increased workload. Assignments may not exceed three (3) consecutive months (except by mutual agreement between the parties)

ARTICLE 10 SENIORITY

10.01 Seniority List

Except as otherwise expressly provided, seniority shall be defined as an employee's length of service with the Employer from the date of hiring. No employee shall be entitled to seniority until they have completed their probationary period as provided for in this Collective Agreement. Upon successful completion of the probationary period, seniority shall then be in effect from the date of hiring.

10.02 Probation

Newly hired employees shall be considered on a probationary basis for a period of 60 worked days from the date of hire. Extensions of the probationary period may occur subject to the agreement of the Union.

During the probation period, employees shall be entitled to all rights and privileges of this Agreement, except for benefits.

10.03 Seniority During Absence

If an employee is absent from work because of sickness, accident, layoffs, or leave of absence approved by the Employer, the employee shall not lose seniority rights.

An employee shall only lose their seniority in the event:

- a) They are discharged for just cause and is not reinstated.
- b) They resign.
- c) They are absent from work in excess of three (3) working days without notifying their Employer unless such notice was not reasonably possible.
- d) After a layoff, they fail to return to work within ten (10) calendar days of being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address.
- e) They are laid off and not re-employed within twelve (12) months.

ARTICLE 11 LAYOFFS AND RECALL

11.01 Layoff and Recall Procedure

- a) Both parties recognize that job security should 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 seniority provided that they are reasonably competent to fill the position.
- b) In the event a layoff appears to be for a period greater than thirty (30) working days, the employees in the bargaining unit having the most seniority shall be retained at work providing such employee(s) are reasonably competent to do the work. Employees shall be recalled in the order of their seniority provided that they are reasonably competent to fill the position.
- c) In the event of the elimination of any job in the bargaining unit, the employee(s) affected shall first exercise their seniority in their classification, then in the bargaining unit, in that order respectively if they are reasonably competent to fill the position.

11.02 Notice of Layoff

The Employer shall notify employees who have completed their probationary period and who are to be laid off, thirty (30) calendar days, before the layoff is to be effective. If it is not possible to give such notice, or any part of it, the Employer shall pay to the employees, one (1) full day's wages for each day of notice not given. The above will not apply when layoff is occasioned by conditions beyond the control of the Employer. If the layoff period is less than thirty (30) calendar days, notice is not required.

11.03 Recalls

In the case of employees who are laid off due to lack of work, such employees shall be entitled to recall for employment in order of seniority, provided they are qualified to do the work available.

ARTICLE 12 PROMOTIONS, STAFF CHANGES AND TRIAL PERIOD

12.01 Employer Shall Notify Union

Prior to filling any staff change or promotion covered by the terms of this Agreement, the Employer shall notify the Union in writing and post notice of the position on the designated CUPE bulletin boards and to the Unit Chair's email for a minimum of five (5) working days in order that all members will know about such position and be able to make written application therefore, such notice shall contain the following information: nature of position, required knowledge and education, shift and wage and salary rate or range.

12.02 Method of Making Appointments

Both parties recognize that job opportunity should increase in proportion to length of service. Therefore, in making staff changes, appointments shall be made of the applicant senior in service and having the required qualifications.

12.03 Trial Period

The successful applicant shall be placed on trial period for a period of thirty (30) worked days. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, they shall be returned to their former position without loss of seniority or salary, and any other employee promoted or transferred because of the rearrangement of position shall also be returned to their former position without loss of previous seniority and previous salary. If the employee chooses to revert back to their former position, within this trial period, they will be required to give the employer ten (10) working days' notice for this to occur.

12.04 Union Notification

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

12.05 Transfer and Seniority Outside Bargaining Unit

No employee shall be transferred to a position with the Employer outside the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, the employee shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such employee shall have the right to return to a position in the bargaining unit during the trial period, which shall be a maximum of thirty (30) days. If an employee returns to the bargaining unit, they shall be placed in a job consistent with their seniority. Such return shall not result in the lay-off or bumping of an employee holding greater seniority.

12.06 Assigned to a Job at a Higher or Lower Classification

Employees who are assigned in writing to perform a job at a higher classification shall be paid at that higher rate. No employee shall receive a reduced rate for performing work of a lower classification.

ARTICLE 13 GRIEVANCE PROCEDURE

13.01 Permission to Leave Work

The local representative shall be permitted time off to handle grievances without loss of pay, provided they have first sought and obtained permission from their immediate supervisor to be absent from their regular duties for that purpose, which permission shall not be unreasonably withheld.

13.02 Settling of Grievances

Step 1

The employee concerned, in person, with their Union Steward in attendance, shall first seek to settle the grievance with the immediate supervisor or designate within thirty (30) days from the time the grievance became known to the Union.

Step 2

If a satisfactory settlement is not reached within seven (7) calendar days of seeking to settle under Step 1, the Union may submit the grievance in writing and present its case to the Chief Administrative Officer and they shall meet with a view to settling the grievance within fourteen (14) days from its submission.

Step 3

If a satisfactory settlement is not reached within seven (7) days after the grievance was submitted under Step 2, the Union may refer the grievance to a Board of Arbitration as set out in Article 14.

13.03 Policy Grievance

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

13.04 Replies in Writing

Replies to grievances shall be in writing at all stages.

13.05 Amending of Time Limits

Time limits mentioned in Articles 13 refer to clear calendar days and may only be extended by mutual agreement of the parties in writing.

The Parties agree that clear calendar days means midnight to midnight.

13.06 Union Representation

Employees who are questioned by the Employer in any manner that may lead to discipline shall be required to have a Union representative present for any such discussions and be advised in advanced the matter to be investigated.

13.07 Employee Personnel File

The record of an employee shall not be used against them at any time after twenty-four (24) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports. Upon request from the employee all letters of reprimand shall be removed after twenty-four (24) months.

An employee shall have the right at any reasonable time to have access to and review their own personnel file and shall have the right to respond in writing to any document contained therein, such a reply becoming part of a permanent record.

ARTICLE 14 ARBITRATION

14.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration the request shall be made in writing addressed to the other party of the Agreement. Within five (5) days thereafter each party shall name an arbitrator, to an arbitration board, and notify the other party of the name and address of its appointee.

If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon the appointment of a Chair within five (5) days, the appointment shall be made by the Minister of Labour upon the request of either party.

14.02 Board Procedure

The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. It shall hear and determine the differences or allegation and render a decision. The decision of a majority shall be the decision of the Board.

14.03 Decisions of the Board

The decision of the Board of Arbitration shall be final and binding on all parties, but in no event shall the Board of Arbitration have the power to alter, modify, or amend this Agreement in any respect. Should the parties disagree as to the meaning of the decision, either party may apply to the chair of the Board of Arbitration to reconvene the Board to clarify the decision.

14.04 Expenses of the Board

Each party shall pay:

- (a) fees and expenses of the arbitrator it appoints;
- (b) one-half (1/2) the fees and expenses of the chair.

14.05 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedures may be extended by consent of the parties to this Agreement.

14.06 Witnesses

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses without pay and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or arbitrator(s) to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

14.07 Single Arbitrator

Notwithstanding the foregoing, the parties may mutually agree to the use of a single arbitrator, who will be governed by the provisions of this Article. Failing to agree on a single arbitrator, the provisions of the three (3) person Board will apply.

ARTICLE 15 TERMINATION, DISCHARGE OR SUSPENSION

15.01 Discharge Procedure

- a) A employee, other than those on probation, may be dismissed only for just cause and only upon the authority of the Employer or the Employer's agent. When an employee is discharged or suspended, the employee shall be given the reason in the presence of the shop steward. Such

employee and the Union shall be advised promptly in writing by the Employer of the reason for such dismissal or suspension.

All letters of discipline and reprimand shall be removed from an employee's file after twenty-four (24) months from the issue of the discipline or reprimand, provided there have been no further similar occurrences.

- b) An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 13, Grievance Procedure. Step 1 of the grievance procedure shall be omitted in such case.
- c) Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in their former position, without loss of seniority rating, and shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangements as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration if the matter is referred to such a board. The onus of proving just cause for discharge or suspension shall be on the Employer.
- d) The Employer shall notify an employee in writing of an expression of dissatisfaction concerning their work within ten (10) working days of the event of the complaint coming to the administrator's attention with a copy to the Union. This notice shall include particulars of the work performance which lead to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of their record for use against them at any time. This Article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the Employer, whether or not it relates to their work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of their record.

ARTICLE 16 HOURS OF WORK

16.01 Normal Work Day and Normal Work Week

The normal work week for full time employees shall consist of five (5) consecutive seven (7) or eight (8) hour days to be established by the position upon hiring.

At the request of either the employee(s) or management, variations to the start and quit times, within Article 16.01, may be mutually agreed to by the employee(s) and the manager or supervisor.

16.02 Rest Periods

All employees shall be permitted a fifteen (15) minute rest period in both the first (1st) and second (2nd) half of the shift. Employees shall be permitted to leave the job location if they so desire; however, doing so is a personal activity and not work related.

16.03 On Call

On call duty shall be rotated or as mutually agreed, by the employees who are qualified based on operational requirements, and the supervisor.

On call shall be paid at the rate of:

- a) One and a half (1½) hour per shift on a normal scheduled work day,
- b) Two and one half (2.5) hours per shift on a normal day of rest, if required by a supervisor.

16.04 Call Out

Every employee who is called out and required to work in an emergency, outside their regular working hours and where the employee does not receive notification during their regular working hours of such requirement, shall be paid for a minimum of three (3) hours at overtime rates and shall be paid from the time they leave their home to report for duty until the time they arrive back home directly after the work is completed.

ARTICLE 17 OVERTIME

17.01 Overtime Rates on Normal Work Days

All time worked outside the normal work day shall be deemed to be overtime. Overtime shall be paid for at the rate of time and one-half (1½) for the first three (3) hours and double (2x) time thereafter.

17.02 Overtime Rates on an Employees' Days of Rest and Holidays

All time worked on a normal day of rest shall be paid at time and one-half (1½) for the first four (4) hours and double (2) time thereafter.

17.03 No Layoff to Compensate for Overtime

Employees shall not be required to layoff in regular hours to equalize any overtime worked. Shift schedules may not be changed for the sole purpose of eliminating overtime, unless agreed to by the affected employee.

17.04 Banked Overtime

Subject to the Employer's operational requirements, employees may consider paid time off in lieu of worked overtime. Time off will only be taken upon mutual agreement between the employee and their supervisor. Any unused banked time will be paid at a time determined by each eligible employee with

a limit of fifteen (15) days allowed to be carried forward into the following year. Paid time off shall be provided at the same rate as the applicable overtime rates. Banked time shall be limited to fifteen (15) days accumulation which must be taken before any new accumulation can occur.

17.05 Approval for Overtime

Employees must obtain prior approval from the Employer for any overtime worked. In the event of an emergency where prior approval cannot be obtained, employees are expected to notify management as soon as practicable.

ARTICLE 18 HOLIDAYS

18.01 List of Holidays

All regular full time employees shall receive the following holidays with pay upon completion of thirty (30) days of employment:

- | | |
|----------------------|------------------------------|
| New Year's Day | Labour Day |
| Family Day | Truth and Reconciliation Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Queen's Birthday | Christmas Day |
| Canada Day | Boxing Day |
| British Columbia Day | |

and any other day proclaimed or declared by the Federal or Provincial Governments or by the Employer as a holiday.

All other employees who work a recognized statutory holiday in Article 18.01 shall receive as per Article 17.02 in accordance with Employment Standards Act.

There shall be no reduction in the monthly pay on account of the above-mentioned holidays.

Part-time employees shall be paid for Statutory Holidays in accordance with the Employment Standards Act.

When any of the above holidays fall on a normal non-working day and no other day is declared in substitution thereof, employees shall have the option of taking a day's pay or to bank the day for use at a mutually agreed later date.

ARTICLE 19 VACATIONS

19.01 Definition of Vacation Year

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

19.02 Vacation Entitlement

New Employees:

Effective the first (1st) of the calendar year, following the year an Employee enters service with the Employer, the Employee shall be entitled to 2 weeks annual vacation.

Ongoing Annual Vacation Entitlement

On January 1 of each calendar year, Employees are credited with an anniversary date, regardless of when employment commenced in the previous twelve (12) months. Effective the first (1st) of the calendar year, an Employee shall be entitled to a front-loaded paid vacation based on their completed years of service at the beginning of the calendar year.

For greater clarity, at the start of each year, on January 1, Employees receive all vacation time for the year based on the chart:

After 1 year	2 weeks
After 2 years	3 weeks
After 5 years	4weeks
After 10 years	5weeks
After 15 years	6 weeks
After 20 years	6 weeks + 1 day
After 21 years	6 weeks + 2 days
After 22 years	6 weeks + 3 days
After 23 years	6 weeks + 4 days
After 24 years	7weeks

Annual Vacation Entitlement Milestones

Prior to January 1 of each year, Payroll will calculate the vacation credits for each Employee that will be earned in that year. This calculation will take into account the individual's anniversary date (for vacation entitlements). If the employee will reach a milestone on their anniversary date the additional vacation credits will be prorated to December 31.

For example:

An employee's anniversary date is July 1, 2019 - completing their first year on July 1, 2020 (2 weeks) - completing their second year on July 1, 2021 (3 weeks) - and will complete their fifth year on July 1, 2025 (4 weeks)

- 3 weeks prorated January 1st-July 1st -1.5 weeks
- 4 weeks prorate July 1st - December 31st - 2.0 weeks

Total as of January 1st for 2025: 3.5 weeks.

Vacation Bank if employment is terminated

In the event of termination of employment for any reason, the balance of the employee's vacation bank calculated in accordance with this Article will be paid out on a pro-rated basis for all earned and outstanding vacation up to and including the last day worked. If an employee had taken vacation time off in excess of what they had earned, prior to their final date of employment, the outstanding amount will be deducted from their final pay or repaid in another manner within thirty (30) days.

Carry Over of Annual Vacation

By prior mutual agreement, an employee may carry over a maximum of two (2) weeks' vacation entitlement to the subsequent year. The carry over must be taken in that subsequent year and the vacation pay will be at the rate it was earned.

19.03 Holidays During Vacation

If a statutory or declared holiday falls or is observed during an employee's vacation period, the employee shall be granted an additional day's vacation for each holiday in addition to the employee's regular vacation time.

19.04 Preference in Vacation

Provided the work schedule permits, vacation scheduling shall be undertaken in the following manner.

- a) Preference in vacation between January 1 and March 31 of each year shall be on a first come first served basis. Vacation requests made during this period shall be addressed within 14 calendar days.
- b) Between January 15 and February 15 of each year, Employees shall indicate their preferred vacation for the period of April 1 to December 31 of that year.

The Employer shall, between February 15 and March 15 either confirm the dates suggested by each employee or discuss alternate dates with the employee. Should the Employer fail to confirm the dates preferred by the employee, or fail to discuss alternate dates, the suggested dates shall be deemed to be confirmed. In any case, all vacation arrangements shall be finalized on or before March 31 unless otherwise mutually agreed. If there is a conflict, Seniority as detailed in Article

10.01 shall apply.

- c) All vacation requests made after March 31 shall be on a first come first served basis. Vacation requests made during this period shall be addressed within 14 calendar days.

All Part Time and Casual employees shall receive their vacation pay entitlement on each pay cheque.

19.05 Sick While on Vacation

When an employee who is on vacation becomes sick or requires hospitalization the employee shall present proof of illness or hospitalization and have that portion their vacation time reinstated.

ARTICLE 20 HEALTH LEAVE PROVISIONS

20.01 Health Leave Defined

Health leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being unable to work due to illness, family responsibility leave (Article 20.04), various health-related absences (including medical, dental, paramedical and counselling appointments) or because of an accident for which compensation is not payable under the Workers' Compensation Act. Such leave shall be deducted from the employee's entitlement. Unused health leave shall rollover to the next year but shall not accumulate beyond ten (10) days maximum.

20.02 Entitlement

Sick leave shall be granted to full time employees based on an ongoing accrual of point three eight five (.385) days per pay period which is the equivalent over time of ten (ten) days per year maximum accrual. If part time employees meet the minimum requirements as outlined by the benefits provider, they shall be entitled to sick leave accumulation on a prorated basis.

20.03 Proof of Illness

An employee may be required to produce a certificate from any illness from a duly qualified medical practitioner certifying that the sick employee is unable to carry out their duties due to illness. If there is a fee for this certificate the Employer shall reimburse the employee for such cost upon presentation of the paid receipt.

20.04 Family Responsibility Leave

Family Responsibility Leave in the case of illness of an immediate member of the family (a parent, wife, husband, child, grandchild, grandparent) of an employee where no one at home, other than the employee, can provide for the needs of the ill person, the employee shall be entitled, after notifying

their supervisor, to use accumulated sick leave or holiday days to tend to this person's needs. Proof of illness may be required.

ARTICLE 21 LEAVE OF ABSENCE

21.01 For Union Business

Subject to the Employer's operational requirements, leave without pay and without loss of seniority will be granted to a maximum of ten (10) days per year with one (1) week written notice for other official union business or such additional days as the parties mutually agree. The Employer shall invoice the union for all wages and benefits and the employee shall receive the regular pay.

21.02 Union Conventions

Leave of absence without pay and without loss of seniority shall be granted, upon two (2) weeks' written request to the Employer, to employees elected or appointed to represent the Union at Union conventions.

21.03 Bereavement Leave

Employees requesting time off for bereavement due to the death of a person who bears a relationship to the employee (spouse, child, parent, sibling, grandparent, grandchild, including "step-", "half-" and "in-law") will be granted a leave of absence with pay for up to three (3) working days. An additional two (2) working days leave with pay will be allowed in the case of the death of a spouse, child or parent or, as travelling time where the burial takes place at a distance of greater than five hundred (500) km. The leave of absence granted may be less than the maximum, where the circumstances and degree of bereavement warrant it.

Additional time-off without pay may be granted at the discretion of the CAO, where the severity of the bereavement is such that more time is required by the employee to recover from the emotional loss.

21.04 Jury Duty

The Employer shall pay an employee who is required to serve as a juror or subpoenaed court witness the difference between the employee's normal earnings and the payment he receives for jury service or court witness. The employee will present proof of service and the amount of pay received. In cases where an employee's private affairs cause a court appearance such leave shall be without pay.

21.05 Long Term Leave for Union Office and Public Office

Any employee who is elected or appointed to a full time position with the Union or anybody with which the Union is affiliated or any employee who is elected or appointed to public office, shall be granted leave of absence

without pay and without loss of seniority by the Employer for a period of one (1) year. Such leave shall be renewed each year during their term of office as mutually agreed to by the Union and Management.

21.06 General Leave

The Employer may grant leave of absence without pay and without loss of seniority to a maximum of six (6) months to any employee requesting such leave for good and sufficient cause, such request to be in writing and submitted to the employer.

21.07 Maternity Leave and Parental Leave

Employees are eligible for unpaid leave of absence from employment subject to the conditions in this Article. Every employee who intends to take a leave of absence under this Article shall give at least for (4) weeks' notice in writing to the Employer unless there is a valid reason why such notice cannot be given and shall inform the Employer in writing of the length of leave intended to be taken. Each employee who wishes to change the effective date of approved leave shall give four (4) weeks' notice of such change unless there is a valid reason why such notice cannot be given.

1) Maternity Leave

Maternity leave is governed by *Section 50* of the *Employment Standards Act (BC)*. *Section 50*.

2) Parental Leave

Parental leave is governed by *Section 51* of the *Employment Standards Act (BC)*. *Section 51*.

3) Leave with Pay

All leave taken under Article 21.07 is leave without pay.

4) Return from Leave

- a) On return from leave, an employee shall be placed in their former position.
- b) Vacation entitlement shall continue to accrue while an employee is on leave pursuant to Article 21.07 (1) or 21.07 (2).

5) Benefit Plan

The services of an employee who is absent from work in accordance with Article 21.07 (1) Maternity Leave shall be considered continuous for the purpose of this Agreement and any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plan in the same manner as if the employee were not absent where:

- a) The Employer pays the total cost of the plan, or
- b) The employee elects to continue to pay her share of the cost of

a plan that is paid for jointly by the Employer and the employee.

6) Seniority Rights on Reinstatement

- a) An employee who returns to work after the expiration of the maternity and/or parental leave shall retain the seniority they had accrued immediately prior to commencing the leave and shall be credited with seniority for the period covered by the approved leave.
- b) The employee shall be deemed to have resigned on the date upon which her leave commenced if an application for re-employment is not made within one (1) month prior to the expiration of the leave or if they do not return to work after having applied for re-employment.

7) Sick Leave Credits

- a) Prior to the commencement of maternity leave, illness arising due to pregnancy may be covered by normal sick leave.
- b) Sick leave may be used by any pregnant employee, authorized by the receipt of a qualified medical practitioner's statement to the Employer, where there is a confirmed case of German Measles or any other disease or condition in the place of employment which could be harmful to pregnancy as determined by the qualified medical practitioner's statement or report. She may use this leave until all danger from such disease or condition no longer exists.

8) Extended Child Care Leave

Upon written notification, no later than four (4) weeks prior to the expiration of the aggregate leave taken pursuant to Articles 21.08 (1) and 21.07 (2), an employee shall be granted a further unpaid leave of absence not to exceed one (1) year. An employee wishing continued coverage under any applicable benefit plans shall pay the total premium costs while on extended child care leave. An employee on extended child care leave shall provide the Employer with at least one (1) month's written notice of return from such leave. Upon return from extended child care leave, an employee shall be placed in her former position.

ARTICLE 22 PAYMENT OF WAGES AND ALLOWANCES

22.01 Pay Days

- a) The employer shall pay wages bi-weekly in accordance with Schedule "A" of this Agreement. All wage payments shall be by direct deposit to a financial institution of the employee's choice.
- b) The Employer shall record vacation time, banked time and sick time on the bi-weekly pay stubs.

22.02 Vehicle Allowance

Employer shall reimburse the employee for the use of their personal vehicle when required. Compensation shall follow the rate determined by the CRA. The use of a personal vehicle must be approved by the Employer.

ARTICLE 23 JOB CLASSIFICATION AND RECLASSIFICATIONS

23.01 Changes in Classification

When a position not covered by Schedule "A" is established, or when an existing category no longer appropriately covers a position during the life of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree as to the classification and/or rate of pay for the job in question, such dispute shall be submitted to arbitration. The new rate shall become retroactive to the time the position was first filled by an employee unless another date is otherwise mutually agreed upon.

23.02 Job Description

The Employer agrees to draw up job descriptions for any new positions that may arise over and above the job descriptions presently specified, during the life of this Agreement. Said job descriptions will be presented in writing to the Union through the Employer Employee Committee and shall become the recognized job description unless written notice is given by the Union within thirty (30) days.

ARTICLE 24 SAFETY

24.01 Co-operation

The Union and the Employer shall co-operate in continuing and perfecting the safety measures now in effect. There is an established Occupational Health and Safety Committee as per the WorkSafe BC regulations that meets on a regular basis and is comprised of Union and Management members, which require a staff representative from each department of the District.

ARTICLE 25 BENEFITS

25.01 Health Benefits

- a) Medical Plan
- b) Group Life Insurance and AD & D
- c) Spouse Life Insurance
- d) Accidental Death and Dismemberment
- e) Extended Health Benefits

Increase Vision Care to three hundred fifty (\$350.00) dollars every two (2) years.

Professional Services – five hundred (\$500.00) dollars per year/service as listed in Benefit Plan.

- f) Dental Plan – two thousand (\$2000.00) dollars per family/year Benefit Plan members have the option of buying into the Benefit Plan during extended leaves.
- g) Long Term Disability
- h) Benefit Plan members have the option of buying into the Benefit Plan during extended leaves.

25.02 Pension Plan

All eligible employees shall have the option to participate in the Municipal Pension Plan in accordance with the terms of the Plan.

ARTICLE 26 GENERAL CONDITIONS

26.01 Bulletin Boards

The Employer shall provide bulletin boards in suitable locations 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.

26.02 Strike at the Employer's Premises

In the event of any other employees engaging in a legal strike and placing or maintaining pickets at the Employer's premises, then any refusal to work or failure to cross such picket line by members of this Unit shall not be considered a violation of this Agreement. However, essential services shall be maintained.

26.03 Instructional Courses

- a) The Employer agrees that training is desirable and that employees should have a fair opportunity to participate in such training. The Employer intends that training is provided as a means whereby employees can improve their qualifications.
- b) Training of employees should not be utilized to circumvent the seniority or promotion provisions in the collective agreement.
- c) Refer to the District Policy on repayments.

26.04 Tools

The Employer is required to provide the tools necessary for the Employee(s) to perform their duties. All employees shall respect and look after with reasonable care, tools, equipment and facilities provided by the Employer to perform work.

26.05 Uniforms/Safety Wear

The Employer shall supply coveralls approved by the Employer, raingear, gloves and a yearly three hundred and fifty (\$350.00) dollars' specialized safety gear, including boots, allowance to employees who require such protective equipment in the performance of their duties, based upon the employee submitting a receipt for such purchase and subject to the employee being employed for at least eight (8) calendar months.

The Employer agrees to supply appropriate protective clothing.

26.06 Hearing Tests

The Employer will comply with WorkSafe BC regulations regarding hearing tests.

ARTICLE 27 CONTRACTING OUT

27.01 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 work out that results directly in the layoff of any employee from the bargaining unit. The Employer further agrees that, an employee even if on layoff, that is available and possesses the expertise and knowledge to complete the task required, and that the employer possesses the equipment for services necessary to accomplish the work, in the time required, all work, the nature of which is normal and routine, will be completed by the employee(s) covered by this Agreement. In the event that employee(s) in this agreement cannot complete these tasks or services the Employer has the right to contract out based on a mutual agreement. For example to contract to a specialized contractor that is trained and certified i.e.: in electrical and instrumentation to complete the annual inspection and maintenance of the water system instruments and electrical components.

ARTICLE 28 WORKING CONDITIONS

28.01 Working Conditions

All existing working conditions, shall continue to be received in so far as they are consistent with this Agreement, but shall only be modified by mutual agreement between the Employer and the Union through the Employer Employee Committee.

28.02 Harassment

The Employer and Union recognize the right of employees to work in an environment free from all forms of harassment and agree to co-operate in attempting to resolve in a confidential matter any complaints of harassment

which may arise in the workplace. Any grievance procedure will commence at Step 2 as outlined in Article 13.02 and the parties further agree that reasonable supervision and direction of employees is not considered harassment.

ARTICLE 29 TERM OF AGREEMENT

29.01 Term

This Agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from and after the first (1st) day of January 2025 and up to and including the thirty-first (31st) day of December 2028 and thereafter unless either party to this Agreement gives notice to commence collective bargaining in accordance with the Labour Code of British Columbia Act. During the period of collective bargaining, this Agreement shall continue in full force and effect.


IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 4 day of April, 2025.

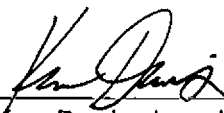
ON BEHALF OF:
DISTRICT OF BARRIERE


ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 900

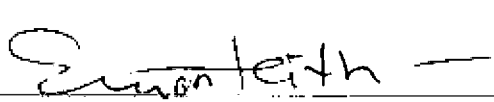

Daniel Drexler, Chief Administrative Officer

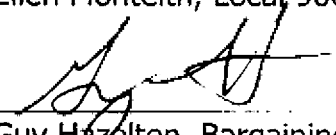

Harry Nott, National Representative


Tasha Buchanan, Corporate Officer


Ken Davis, Local 900 President


Chris Matthews, Public Works Manager


Ellen Monteith, Local 900 Unit Chair


Guy Hazelton, Bargaining Committee

SCHEDULE "A"

WAGE GRID

Classification	Current	Jan 1, 2025 10%**	JAN 1, 2026 4%	JAN 1, 2027 3%	JAN 1, 2028 3%
Inside Works					
Admin Support Services	\$24.81	\$ 27.29	\$28.38	\$29.23	\$30.11
Finance/Admin Clerk	\$24.81	\$ 27.29	\$28.38	\$29.23	\$30.11
Recreation Coordinator	\$24.81	\$ 27.29	\$28.38	\$29.23	\$30.11
Bylaw Officer	\$26.94	\$ 29.63	\$30.82	\$31.74	\$32.70
Outside Works					
Public Works Labourer/Technician	\$24.81	\$ 27.29	\$28.38	\$29.23	\$30.11
Public Works Leadhand	\$26.88	\$ 29.57	\$30.75	\$31.67	\$32.62
Environmental Services Technician	\$24.81	\$ 27.29	\$28.38	\$29.23	\$30.11
Environmental Service Foreman	\$26.94	\$ 29.63	\$30.82	\$31.74	\$32.70
Water & Wastewater Operator 1	\$31.50	\$ 34.65	\$36.04	\$37.12	\$38.23
Water & Wastewater Operator2	\$33.20	\$ 36.52	\$37.98	\$39.12	\$40.29
Senior Utilities Specialist	\$36.02	\$ 39.62	\$41.21	\$42.44	\$43.72

**2025 – 6% inflationary adjustment plus 4% wage adjustment (non-compounded)

STUDENT EMPLOYEE WAGES

"Student Employees" shall be paid the minimum wage for British Columbia (B.C.). However, the parties agree to meet after the signing of this collective agreement to discuss the possibility of enhancements.

LETTER OF UNDERSTANDING #1
BETWEEN
THE DISTRICT OF BARRIERE
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 900

RE: Comprehensive Review of Sick Leave Provisions and Benefit Plans

The purpose of this Letter of Understanding is to establish the intent and terms for a collaborative review of the District's current Sick Leave Provisions (ARTICLE 20) and Benefits (ARTICLE 25), with the intent of identifying areas for improvement, ensuring alignment with best practices, and addressing the evolving needs of both the District's workforce and municipal operations.

Scope of the Review:

The review will include but is not limited to:

1. Sick leave policy and usage patterns.
2. Current benefits offered, including health, dental, and disability and Municipal Pension Plan.
3. Comparisons with similar municipalities and industry standards.
4. Potential financial and operational impacts of any recommended changes.
5. Coverage during leaves of absence.
6. Employee feedback and input.

Timeline:

The parties agree to complete this review by December 31, 2025. Interim meetings and milestones may be scheduled as necessary to ensure progress toward this deadline.

Responsibilities:

1. **The District** will:
 - Provide relevant data, documentation, and resources required for the review.
 - Designate representatives to participate in meetings and discussions.
2. **The Union** will:
 - Work collaboratively with the District to analyze data, offer insights, and provide employee perspectives.
 - Designate representatives to participate in meetings and discussions.

Review Process:

- The District and Union agree that the Employer/Employee Committee will oversee the process. This committee will include representatives from both parties and will meet regularly as needed.
- Each party will have the opportunity to present findings, suggest adjustments, and participate in discussions regarding proposed changes.

Recommendations and Implementation:

1. The joint review committee will prepare a report of findings and recommendations by December 31, 2025.
2. Any recommendations requiring changes to the current policies will be subject to the standard approval process by the District and, if applicable, ratification by Union membership.

Good Faith Agreement:

Both parties agree to conduct this review in good faith and to make a sincere effort to reach mutually beneficial conclusions. This agreement does not guarantee that changes will be implemented but does commit both parties to a fair and thorough review process.

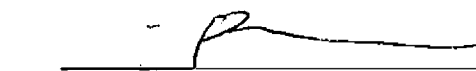
IN WITNESS WHEREOF: the parties hereto, by their authorized representative, have affixed their signatures hereto on this 4 day of April 2025.


ON BEHALF OF:
DISTRICT OF BARRIERE

ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 900

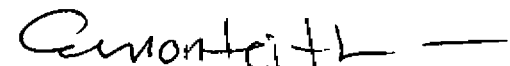

Daniel Drexler, Chief Administrative Officer


Harry Nott, National Representative


Tasha Buchanan, Corporate Officer


Ken Davis, Local 900 President


Chris Matthews, Public Works Manager


Ellen Monteith, Local 900 Unit Chair


Guy Hazelton, Bargaining Committee

LETTER OF UNDERSTANDING #2
BETWEEN
THE DISTRICT OF BARRIERE
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 608

RE: Comprehensive Review of Grievance Process; Discharge and Suspension Process; and Working Conditions and Harassment/Discrimination Provisions

The purpose of this Letter of Understanding is to establish the intent and terms for a collaborative review of the current Grievance Process (Article 13), Discharge and Suspension, including Sunset clause (Article 13.07 and Article 15) and Provisions for Working Conditions around Harassment and Discrimination (Article 2 and Article 28), with the intent of identifying areas for improvement, ensuring alignment with current legislation, best practices, and addressing the evolving needs of both the District's workforce and municipal operations.

Scope of the Review:

The review will include but is not limited to:

1. WorkSafe BC legislation and policy requirements of the District.
2. Process enhancement to Grievances and Discharge/Suspension sections.
3. Comparisons with similar municipalities and industry standards.
4. Potential financial and operational impacts of any recommended changes.

Timeline:

The parties agree to review the items through bi-monthly Employer/Employee Committee meetings to discuss and address the above items and utilize this time to collaboratively solve challenges.

Responsibilities:

1. **The District** will:
 - Provide relevant data, documentation, and resources required for the review.
 - Designate representatives to participate in meetings and discussions.
2. **The Union** will:
 - Work collaboratively with the District to analyze data, offer insights, and provide employee perspectives.
 - Designate representatives to participate in meetings and discussions.

Review Process:

- 1. The District and Union agree that the Employer/Employee Committee will oversee the process. This Committee will include representatives from both parties and will meet regularly as needed.
- 2. Each party will have the opportunity to present findings, suggest adjustments, and participate in discussions regarding proposed changes.

Recommendations and Implementation:

- 1. When an agreement on an item is reached, a subsequent Letters of Understanding will be drafted for formal approval.
- 2. Any recommendations requiring changes to the current District policies will be subject to the standard approval process by the District.

Good Faith Agreement:

Both parties agree to conduct this review in good faith and to make a sincere effort to reach mutually beneficial conclusions. This agreement does not guarantee that changes will be implemented but does commit both parties to a fair and thorough review process.


IN WITNESS WHEREOF: the parties hereto, by their authorized representative, have affixed their signatures hereto on this 4 day of April 2025.


ON BEHALF OF:
DISTRICT OF BARRIERE


ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 900



Daniel Drexler, Chief Administrative Officer


Harry Nott, National Representative


Tasha Buchanan, Corporate Officer


Ken Davis, Local 900 President


Chris Matthews, Public Works Manager


Ellen Monteith, Local 900 Unit Chair


Guy Hazelton, Bargaining Committee