

COLLECTIVE AGREEMENT

Between

VILLAGE OF TELKWA



and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1570-02**



January 1, 2025 – December 31, 2027

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AGREEMENT BETWEEN:
VILLAGE OF TELKWA
(hereinafter called the "Employer")
and
THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1570-02
(hereinafter called the "Union")

ARTICLE 1 **OBJECT**

1.01 **Object**

The object of this Agreement is to promote and continue the existing harmonious relations, co-operation and understanding between the Employer and its employees and for facilitating the prompt, fair and peaceful settlement of grievances.

ARTICLE 2 **LABOUR MANAGEMENT AND BARGAINING COMMITTEES**

2.01 **Labour Management Committee**

A Labour Management Relations Committee shall be established consisting of two (2) representatives of the Union, and two (2) representatives of the Employer.

2.02 **Meetings of the Committee**

The Committee shall enjoy the full support of both Parties and shall meet as required when mutually agreed. Employees will not suffer loss of pay for attendance at such meetings.

2.03 **Function of Committee**

The committee shall provide a forum for the Union and the Employer to consult with each other on matters pertaining to the relationship between the Employer and the employees, and matters pertaining to the provision of service to the Village residents. The committee shall not deal with grievances filed under the Agreement nor with collective bargaining. This does not preclude the Parties from using this committee to resolve matters of mutual concern.

2.04 **Chairperson of Committee**

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

2.05 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting and thereafter they shall be posted on the bulletin boards at the Works Yard and Village Office.

2.06 Bargaining Committee

The Union Bargaining Committee shall be elected or appointed and consist of not more than two (2) members of the bargaining unit, who shall be paid their normal wages during bargaining. The committee chosen by the Union and the Employer may include representatives of the Employer and the Union who are not employees of the Village.

2.07 Referral of Matters

All matters pertaining to collective bargaining shall be referred by either Committee to the other for discussion and settlement.

2.08 Meeting of Committee

In the event that either Party wishes to call a collective bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. In no event will a collective bargaining meeting be called earlier than four (4) months before the term of the Agreement expires, however every attempt will be made by the parties to schedule the first meeting to exchange proposals prior to the expiration of the current collective agreement.

ARTICLE 3 UNION RECOGNITION

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 1570, as the sole and exclusive collective bargaining agent for all its employees in the bargaining unit as certified by the Labour Relations Board of British Columbia and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters as they apply to the Agreement.

3.02 Right of Fair Representation

The Union shall have the right to have assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representatives may attend at the Employer's premises during normal office hours and upon reasonable notice to the Chief Administrative Officer or their designate, in order to deal with any matters arising out of the Agreement. The representative shall not consult with or engage the assistance of any employees during normal office hours without express permission from the Chief Administrative Officer or their designate.

3.03 Union Officers and Committee Members

Union officers and committee members shall be entitled to stop performing their duties for the Employer during working hours without loss of pay, in order to carry out their functions under the Agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration. Permission to cease work during working hours for such purposes shall first be obtained from the immediate Supervisor. Such permission shall not be unreasonably withheld.

3.04 No Other Agreements

No employee shall be required or permitted to make a written or oral agreement with the Employer or their representative which may conflict with the terms of this Collective Agreement.

3.05 Work of the Bargaining Unit

Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases mutually agreed upon in writing by the Parties. Such agreement will not be unreasonably withheld.

ARTICLE 4 NO DISCRIMINATION OR HARASSMENT

4.01 No Discrimination

The Union and the Employer agree to abide by the Human Rights Code, and specifically agree that there shall be no discrimination practised by either Party with respect to any person in the matter of their employment by reason of age, race, creed, national origin, political affiliation, colour, gender, sexual orientation, religion, family status or by membership in any labour or management organisation, unless such discrimination is based on a bona fide occupational requirement, and unless legislation is more favourable to the employee.

4.02 Harassment

- (a) All employees have the right to work in an environment free from sexual and personal harassment. The Parties agree to cooperate in attempting to resolve in a confidential manner all allegations of harassment in the workplace.
- (b) The Employer undertakes to discipline any person in its employment proven to have engaged in harassment of another employee or member of the public.
- (c) Any complaint of harassment which is not satisfactorily resolved shall be adjudicated under Article 20.04.
- (d) For purposes of this Article, sexual harassment is defined as any comment or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome and shall include, but is not limited to:
 - (i) sexual solicitation or advances; inappropriate touching or sexual comments; or

- (ii) any threat of reprisal which might reasonably be perceived as placing a condition on employment by a person in authority after the above conduct has been rejected.
- (e) For purposes of this Article, personal harassment is defined as: verbal threats and/or verbal abuse, derogatory comments that ought reasonably to be known to be offensive, physical threats and/or physical abuse, and/or intimidation.
- (f) Nothing in the above definitions or any application thereof is intended to reduce, restrict or fetter the Employer's right and ability to direct, manage and/or discipline employees.
- (g) When an allegation of harassment proves to be malicious or frivolous in nature, the complainant may be subject to appropriate discipline.

ARTICLE 5 UNION SHOP

5.01 All Employees to be Members

Within one week of the signing of this Agreement, all employees of the Employer shall, as a condition of employment, become and remain members in good standing of the Union, according to the Constitution and Bylaws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union **upon** employment.

5.02 Deductions

The Employer shall deduct membership fees, monthly dues and assessments from the employee. By the 15th day of each month the Employer shall submit to the Union Treasurer the fees, dues and assessments collected and a statement showing the employees for whom the deductions were made.

5.03 Opportunity to Meet with Union Members

On commencing employment, the employee's immediate Supervisor shall introduce the new employee to their Union Steward or Representative. An officer of the Union shall be given an opportunity to **meet with** each new employee within regular working hours, without loss of pay, for a maximum of fifteen (15) minutes during the first month of employment for the purpose of acquainting the new employee with the Union. The **meeting** shall take place at a time that has been agreed by the immediate Supervisor.

5.04 Notice of Stewards and Union Officials

The Union shall advise the Employer in writing of the names of its Shop Stewards and Union officials within thirty (30) days of any changes in appointments.

5.05 Dues Receipts

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

5.06 Correspondence between the Parties

All correspondence between the Parties, arising out of the Collective Agreement or incidental to it, shall pass from the Chief Administrative Officer or their designate **to the Unit Chair of CUPE Local 1570-02 or their designate.**

ARTICLE 6 MANAGEMENT'S RIGHTS

6.01 Management Rights

The Union recognizes the rights of the Employer to manage its affairs and operations without restricting the rights of the employees under the terms of this Agreement. It further recognizes the right of the Employer to direct its working force, including, but not limited to, the right to hire, suspend, or discharge for just cause; to promote, to demote, discipline, lay off or transfer any employee; and to assign work.

6.02 Notification to the Union

The Employer agrees to notify the Union, in writing, when an employee covered by this Agreement is hired, promoted, demoted, transferred, laid off, recalled, resigns, is disciplined, suspended, or is terminated.

ARTICLE 7 SENIORITY

7.01 Seniority Defined

Seniority shall operate on a bargaining-unit-wide basis. Seniority for benefited part-time and regular full-time employees is defined as the length of service in the bargaining unit and shall be calculated from date of hire. Part-time (non-benefited) and casual employees shall accumulate seniority on the basis of actual hours worked. Upon receiving a benefited position, those hours will be converted to equivalent working days, based on the regular full-time hours for that classification.

7.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced and their accumulated seniority. An up-to-date seniority list shall be **emailed in** to the **Unit Chair or their designate** in January of each year, **or at the request of the Union.**

7.03 Seniority Accumulation

Seniority for non-probationary employees shall be accumulated while working and shall be accumulated in instances of absence due to:

- (a) bereavement leave;
- (b) annual vacation;
- (c) jury duty or as a witness under subpoena;
- (d) statutory holidays;
- (e) maternity leave;

- (f) Union leave for which seniority shall accumulate during the first twenty (20) working days per year;
- (g) general leave for which seniority shall accumulate during the first twenty (20) working days per year;
- (h) illness or accident not covered by the WorkSafe BC Regulations;
- (i) a work-related incident covered by WorkSafe BC Regulations.

Other instances of absence from work shall not accumulate seniority but only retain accumulated seniority.

7.04 Loss of Seniority

Seniority shall be lost in the event the employee:

- (a) resigns;
- (b) is discharged for just cause and is not reinstated;
- (c) is absent without authorization for a period of three (3) days and cannot justify such absence to the satisfaction of their Supervisor;
- (d) fails to return to work within ten (10) calendar days after having been notified of recall, unless through illness or other sufficient reason. The employee shall be responsible to inform their Employer about their current address and phone number;
- (e) is laid off for a period in excess of nine (9) months where the person laid off has less than one (1) year of service;
- (f) is laid off for a period in excess of twelve (12) months where the person laid off has one (1) or more years of service;
- (g) Resigns and does not withdraw their resignation within twenty-four (24) hours.

7.05 Layoff by Seniority

In the event of layoff, probationary employees shall be laid off first, and thereafter, employees shall be laid off in reverse order of seniority, provided that there are available employees with seniority who are qualified and willing to do the work of the employees laid off.

7.06 Layoff Notice

- (a) This Article shall apply to those employees who have completed their probationary period and who are normally scheduled to work a regular work week.
- (b) In the event that an employee is laid off, the Employer agrees to provide those employees with the following notice:
 - (i) Greater than six (6) months but less than two (2) years' service - two (2) weeks' notice;

- (ii) Greater than two (2) years' service - an additional week's notice for each year of service up to a maximum of eight (8) weeks' notice;
 - (iii) By mutual agreement between the employee, the Union and the Employer, the employee may continue to work on a day-to-day basis after the day of layoff stated in said notice, and no further notice shall be required in such cases.
- (c) In the event that an employee on the recall list has been notified to return to employment which is less than two (2) months in duration, then subsequent notice of layoff is not required.

7.07 Bumping Procedure

- (a) For the purpose of this Article, departments are defined as:
- Inside;
 - Outside.
- (b) In the event of a layoff, such layoff shall be by classification within a department. The employee with the least seniority shall be the first laid off.
- (c) An employee who has been laid off from a classification may displace a less senior employee in any classification within the same department providing that the employee has the ability and qualifications to perform the job.
- (d) In the event the laid off or displaced employee does not have the ability or qualifications to fill a position within their department, then the employee may exercise bumping rights on a bargaining-unit-wide basis and displace a less senior employee in any other department, provided the employee has the ability and qualifications to perform the job.
- (e) An employee being displaced must be the least senior employee in that classification within that department.
- (f) An employee being laid off or displaced shall, within three (3) working shifts of their receiving written notification of their layoff, submit in writing to the Employer notice of:
- their intention to exercise their bumping rights;
 - the position into which they wish to bump; and
 - their qualifications for the new position.

Upon receipt of the employee's notice, the Employer will, within three (3) working days, advise the employee as to the acceptability of the employee's application.

7.08 Recall by Seniority

Laid off employees shall be entitled to recall in order of seniority, provided they are qualified to do the work available and their recall rights have not expired. Notification of recall may either be in the form of a person-to-person phone call or in writing by registered mail to their last known address. Where there is no written or verbal reply within ten (10) calendar days of mailing the recall notice then that employee's seniority entitlement and right of recall will be cancelled. In instances where an

employee receives recall notice and where they are unable to return to work for reasons satisfactory to the Supervisor then they will not have their seniority rights cancelled provided they respond to the next recall notice.

7.09 Seniority Retention

Seniority accumulated prior to layoff shall be retained when the employee accepts a recall as per Article 7.08.

7.10 Severance Pay

An employee who is to be laid off may choose, within thirty (30) days after receiving notice of layoff to be paid severance pay. In that event, the employee relinquishes all rights under this Agreement. Severance pay for such employees will be payable as follows:

- (a) greater than 6 months but less than 3 years' service - 2 weeks' pay
- (b) more than 3 years - 3 weeks' pay
- (c) more than 4 years - 4 weeks' pay
- (d) more than 5 years - 5 weeks' pay
- (e) more than 6 years - 6 weeks' pay
- (f) more than 7 years - 7 weeks' pay
- (g) more than 8 years - 8 weeks' pay

ARTICLE 8 PROBATION

8.01 Probation for New Employees

All new employees shall be considered to be on probation until the satisfactory completion of ninety working (90) days. Any number of hours worked in a calendar day constitutes a day of work. The probationary period may be extended by mutual agreement between the Parties.

8.02 Determining Suitability for Regular Employment

The probationary period shall be for the purpose of determining a person's suitability for regular employment in that position in which the person is placed in probationary capacity. At any time during that period, the employment of a probationary employee may be terminated if it can be satisfactorily shown that the employee is unsuitable for regular employment.

8.03 Factors for Determining Suitability

A probationary employee's suitability for regular employment will be decided on the basis of factors including but not limited to:

- (a) the quality of work;
- (b) conduct;
- (c) capability to work harmoniously with others; and

Upon completion of the probationary period, seniority, vacation and sick leave shall date back to the original date of employment.

ARTICLE 9 HOURS OF WORK

9.01 Regular Hours of Work

The regular work week shall be forty (40) hours for outside staff, Monday to Friday; clerical staff, thirty-five (35) hours Monday to Friday. When arriving for their work shift, all employees are expected to be fit for work both physically and mentally.

(a) For Outside Staff:

The regular work day shall be any eight (8) consecutive hours between 6:00 a.m. and 6:00 p.m., exclusive of one-half (1/2) hour for lunch for outside staff. Working hours for outside staff shall be scheduled by mutual agreement between the Union, the employees involved, and the Employer.

(b) For Inside Staff:

The regular work day shall be seven (7) consecutive hours between 7:00 a.m. and 6:00 p.m., exclusive of one (1) hour for lunch for inside staff. Working hours for inside staff shall be scheduled by mutual agreement between the Union, the employees involved, and the Employer.

9.02 Reporting Pay Guarantee

An employee reporting to work in fit condition shall be paid a minimum of two (2) hours pay at their basic rate or upon commencing work shall be paid four (4) hours pay at their basic rate, except in instances where interruption in work is beyond the control of the Employer, in which case two (2) hours pay will be paid.

9.03 Employer to Provide a Hot Meal

When an employee is required by the Employer to work more than five (5) continuous hours without being provided a meal break, the Employer shall provide the employee with a hot meal, to a maximum of **thirty-five dollars (\$35.00)**.

9.04 Hours of Work Adjustments

The Employer may adjust hours of work when agreement is reached with the Union. The Employer will provide a minimum of forty-eight (48) hours' notice of shift change to the affected employee(s). Where the Employer fails to provide forty-eight (48) hours' notice the employee shall be paid two (2) times their rate for the hours worked during the period in which they did not receive notice.

9.05 Hours Free from Work

Employees who work four (4) or more hours ending after midnight shall have the option of eight (8) hours rest before coming to work. They will be paid at regular rates for the subsequent shift as if they had started at the usual time. If they are required to come in at the regular time, due to an emergency situation, they will be paid at overtime rates for the entire shift.

ARTICLE 10 OVERTIME

10.01 Authorization of Overtime

All overtime work must be authorized in advance by the Employer.

10.02 Overtime after Regular Hours of Work

Outside employees will be paid overtime for all hours worked in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week.

Inside employees will be paid overtime for all hours worked in excess of seven (7) hours in any one (1) day or thirty-five (35) hours in any one (1) week.

10.03 Compensation for Overtime Worked

Overtime hours worked beyond the regular shift will be paid at one and one-half (1½) times the employee's basic hourly rate for the first two (2) hours and at double time thereafter.

10.04 Overtime Worked on a Day of Rest or a Paid Holiday

Overtime hours worked on an employee's day of rest or a paid holiday will be paid at double (2 times) the employee's basic hourly rate.

10.05 Banking of Overtime

An employee may elect to defer payment for overtime and, instead of payment, may choose to take the equivalent time off at a later date as mutually agreed between the employee and the Employer.

Employees shall be permitted to carry over one (1) week of accumulated overtime to be taken the following year but taken at the rate of pay earned. Any unused overtime carried over shall be paid out at the request of the employee, at the rate of pay earned.

10.06 Standby

- (a) When an employee is scheduled and required to carry the designated cell phone outside of their regular work shift, they will be on Standby to dispatch the calls. If the employee is required to respond themselves, they will be entitled to a call-out, as per Article 11.
- (b) Standby employees will receive a Standby Premium of fifteen percent (15%) of their regular rate of pay while on standby, excluding regular straight-time work hours. The Standby Premium only applies when an employee is required to carry the designated Standby cell phone and to respond to emergencies that occur outside of their regularly scheduled straight-time shift.

- (c) If an employee is required to respond to an emergency alarm or emergency call while on standby but does not have to physically attend the worksite, the employee will be compensated for time worked (with a minimum of one (1) hour) paid at overtime rates (1.5x) between the hours of 3:30pm and midnight. Between the hours of midnight and 7am, the employee shall be compensated for time worked (with a minimum of one (1) hour) paid at double-time rates. Should subsequent calls occur within a three (3) hour period of the initial call, and the employee does not have to physically attend the worksite, these calls will be considered to form part of the initial call with no additional compensation.
- (d) All full-time Public Works employees, who have passed their probationary period will be required to participate in the Standby Rotation Schedule, upon approval of the Supervisor.
- (e) A Standby week is defined as the week starting from Tuesday at 3:30 pm to the following Tuesday at 7:00 am. Standby employees will rotate turns evenly throughout the year, as per the Standby schedule.
- (f) An employee designated to be on Standby is expected to be fit for work at all times and must be able to report to work as soon as possible, but no longer than forty-five (45) minutes.
- (g) Standby time will be recorded on daily time sheets at the end of the completed Standby period on a daily basis, i.e., Tuesday 3:30 pm to Wednesday 7:00 am standby period will be recorded on Wednesday time sheet.
- (h) When an employee is on Standby and receives an emergency call-out, for which they must leave their residence to address, this time is deducted from Standby time on an equal time basis, i.e., a two (2) hour call-out relates to a reduction of two (2) hours Standby rate.

ARTICLE 11 EMERGENCY CALL-OUT

11.01 Definition of Emergency Call-Out

An emergency call-out is when an employee is notified on their home phone or cell phone that their services are required for an emergency.

11.02 Overtime and Emergency Call-Outs to be Divided Equally

Overtime and call-outs shall be divided equally between employees who are willing and qualified to perform the available work.

11.03 Minimum Hours for Emergency Call-Out

Emergency call-out time shall be paid at overtime rates of pay, with a minimum of two (2) hours at two (2) times the basic hourly rates.

11.04 Call-Out List

The Employer shall periodically establish a list of employees who:

- (a) are capable of performing the work required;
- (b) are willing to work the call-out or overtime;
- (c) the Call-Out list shall be in order of seniority and qualification; and
- (d) the employee on standby is responsible to call employees from the list in a descending order.

Once the employee on standby has proceeded to call employees through the list they will start again from the top of the list.

The overtime call-out opportunities will be rotated amongst qualified employees so that employees get an equal amount of opportunities.

11.05 Administering Emergency Call-Outs

The Employer recognizes an equitable solution for the administering of Emergency Call-Outs for all outside staff.

11.06 Log Book for Emergency Call-Outs

The Employer shall maintain a log book in each department of all call-out (overtime) hours worked, and such log book shall be open for inspection for employees in their departments. It shall be the responsibility of each employee to periodically inspect the log book.

11.07 Recording Emergency Call-Outs and Overtime

Any employee unable to be contacted or refusing the scheduled overtime or call-out work shall have the offered time recorded as if worked.

11.08 Necessity for Emergency Call-Out and Emergency Work

The necessity for emergency call-out and emergency work shall be judged by the Employer.

11.09 Hot Meal to be Provided

A hot meal, to a limit of **thirty-five dollars (\$35.00)**, will be provided by the Employer for employees required to work in excess of four (4) hours on an emergency call-out.

ARTICLE 12 PREMIUM PAY

12.01 Dirty Pay Premium

Dirty pay will be paid, for working on live sanitary sewers only, at the rate of **two dollars (\$2.00)** per hour.

ARTICLE 13 ANNUAL VACATION

13.01 Vacation Entitlement

Vacation entitlement shall be granted at the following rates after it has been earned:

- (a) From the commencement of employment to December 31 in that year, vacation shall be granted on the basis of one and one-quarter (1¼) days per month.
- (b) In the second (2nd) calendar year of employment to the end of the fifth (5th) calendar year of employment, fifteen (15) working days shall be granted per year.
- (c) In the sixth (6th) calendar year up to and including the tenth (10th) calendar year of continuous service, twenty (20) working days shall be granted per year.
- (d) In the eleventh (11th) calendar year up to and including the fifteenth (15th) calendar year of continuous service, twenty-five (25) working days shall be granted per year.
- (e) In the sixteenth (16th) calendar year up to and including the twentieth (20th) calendar year of continuous service, thirty (30) working days shall be granted per year.
- (f) In the twenty-first (21st) calendar year and thereafter, thirty-five (35) working days shall be granted per year.

13.02 Vacation Pay

Vacation pay shall be paid to all employees at the employee's regular rate of pay, at the time the vacation is taken, or at a percentage of their gross pay for the previous whole or part calendar year, whichever is greater.

Vacation entitlement up to and including fifteen (15) days	6%
Vacation entitlement of twenty (20) days	8%
Vacation entitlement of twenty-five (25) days	10%
Vacation entitlement of thirty (30) days	12%
Vacation entitlement of thirty-five (35) days	14%

13.03 Scheduling Vacation

On or before April 30 of each year annual vacation shall be requested by all employees for the year. The vacation schedule shall be approved by the Employer. Employees shall ensure that their request for vacation is made six (6) weeks in advance of their requested vacation start date.

In cases where conflict of requested vacations cannot be resolved between the employees and the Employer, seniority will be the deciding factor.

13.04 Minimum Annual Vacation

- (a) Upon written request an employee shall be permitted to defer up to a maximum of one (1) week of annual vacation to be taken during the succeeding year, provided the employee first takes no less than the vacation stipulated by the *Employment Standards Act*. The Employer may agree to a further deferral of vacation time.
- (b) Employees shall have the option of having one (1) week of vacation paid out, providing the pay-out occurs before the end of the calendar year in which the vacation was to be taken.

13.05 Paid Holidays

If a paid holiday to which an employee would otherwise be entitled falls within their annual vacation period, they shall receive one (1) additional day with pay in lieu of said holiday.

13.06 Accrual Period

Annual vacation pay entitlement will start to accrue to all employees from the date of hire. The accrual shall be based on total wages.

13.07 Vacation Disruption

Where an employee's annual vacation is disrupted by bereavement, or accident or illness requiring hospitalisation, that portion of their remaining vacation period shall be observed at a later date as mutually agreed.

13.08 Minimum Vacation Time

The minimum vacation time that an employee may take at one time shall be one (1) hour, with prior approval of the Supervisor.

ARTICLE 14 STATUTORY HOLIDAYS

14.01 Statutory Holidays

The Village will observe the following days as paid holidays:

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

and any other day proclaimed by the Federal or Provincial Government or the Village.

If any of the above-noted holidays falls on a Saturday or Sunday, the holiday shall be taken on the first working day following the holiday, or on the working day immediately preceding the weekend as determined by the Employer.

14.02 Compensation for Work on a Statutory Holiday

An employee who is required to work and does work on a statutory holiday will receive, in addition to their regular earnings, pay at overtime rates for all hours worked, except when a regular shift requires an employee to work on a statutory holiday, then an additional day off in lieu with pay shall be given immediately following the regular shift.

14.03 Holiday Pay Entitlement

An employee is not eligible for the statutory holiday where an employee has not earned wages for at least fifteen (15) days during the thirty (30) calendar days immediately preceding the statutory holiday.

Note: An employee must have been employed for 30 calendar days prior to the statutory holiday.

ARTICLE 15 HEALTH AND WELFARE

15.01 Employee Benefits

The Employer shall pay one hundred percent (100%) of the cost of the following plans:

- (a) Medical Services Plan of BC
- (b) Extended Health Plan:
 - (i) With vision care coverage including glasses and laser surgery to a maximum of **five** hundred dollars (**\$500.00**) per family member every twenty-four (24) months. Coverage for eye examination of up to one hundred **fifty** dollars (**\$150.00**) per examination every twenty-four (24) months.
 - (ii) A hearing aid benefit of one thousand dollars (\$1,000.00) every five years.
 - (iii) Orthotics to a maximum **five** hundred dollars (**\$500.00**) per year.
 - (iv) Lifetime maximum for extended health coverage is one million dollars (\$1,000,000.00).
 - (v) Coverage for chiropractor, massage therapy, physiotherapy, acupuncture, shall be to a maximum of **two** thousand dollars (**\$2,000.00**) per year total.
 - (vi) **Coverage for naturopath shall be to a maximum of five hundred dollars (\$500.00) per year total.**
 - (vii) **Coverage for psychologist/social worker shall be to a maximum of one thousand dollars (\$1,000.00) per year total.**

- (c) Dental Plan as follows:
- (i) Plan "A" (routine services) – 100% coverage with no financial limit.
 - (ii) Plan "B" (crowns, bridges, dentures, etc.) – 50% coverage with no financial limit.
 - (iii) Plan "C" Orthodontics: Fifty percent (50%) of the approved schedule fee to a maximum of seven thousand dollars (\$7,000.00) [three thousand five hundred dollars (\$3,500.00) life time maximum paid by the insurance carrier per family member]. This premium shall be one hundred percent (100%) Employer paid.
- (d) The Employer shall pay one hundred percent (100%) of the premium cost of a Group Life Insurance plan for all employees to cover a sum of two times (2X) the annual earnings up to one hundred thousand dollars (\$100,000.00) without further medical approvals to a maximum of two hundred fifty thousand dollars (\$250,000.00) with further medical approvals in accordance with the policies of insurance.
- (e) The Employer shall pay one hundred percent (100%) of the premium cost of an Accidental Death and Dismemberment Plan for all employees to cover a sum of up to one hundred thousand dollars (\$100,000.00) without further medical approvals to a maximum of two hundred fifty thousand dollars (\$250,000.00) with further medical approvals in accordance with policies of insurance.
- (f) Subject to carrier approval, an employee who has completed their probationary period may maintain benefit coverage by prepaying the full cost of such benefits during a layoff period.

Benefits will not be reduced below the level afforded by the carrier providing coverage at the date of the signing of this Agreement.

15.02 Workers' Compensation Coverage

All employees shall be covered by the *Workers' Compensation Act*. An employee prevented from performing their regular work with the Village on account of an occupational accident that is covered by the *Workers' Compensation Act* shall receive from the Employer the difference between the amount payable by WorkSafe BC and their last rate of pay less statutory deductions. Pending settlement of the insurable claim, the employee shall continue to receive full pay and benefits of this Agreement up to the limit of their accrued sick leave, and upon acceptance of the claim by WorkSafe BC, the sick leave benefit shall be restored to the employee and the Employer shall continue to pay the difference between the amount payable by WorkSafe BC and the employee's last rate of pay. In order to continue receiving their regular salary, the employee shall assign their compensation cheque to the Employer. In return, the Employer shall indicate the amount received from WorkSafe BC on the employee's Income Tax (T-4) form.

15.03 Pension Coverage

- (a) All employees shall participate in the Canada Pension Plan under its terms and conditions.
- (b) All eligible employees shall participate in a pension plan in accordance with the terms of the Municipal Pension Plan.

15.04 Long Term Disability

- (a) The Village will carry a Long-Term Disability Plan and the Employer shall be responsible for one hundred percent (100%) of the premiums. The Long-Term Disability Plan will pay sixty-six and two thirds percent ($66\frac{2}{3}\%$) of the employee's regular earnings to a maximum to three thousand dollars (\$3,000.00) per month.
- (b) The Parties agree that for a two (2) year period from the time an employee commences LTD benefit contributions will continue to be made on behalf of that employee.

ARTICLE 16 CONTRACTING OUT

16.01 Contracting Out of Bargaining Unit Work

No employee shall be laid-off as a result of contracting out of bargaining unit work that is performed by the Employer's employees.

ARTICLE 17 JOB CLASSIFICATION

17.01 Job Descriptions

In order to provide certainty for continuously employed employees with respect to their job content and qualifications, the Employer agrees to draw up job descriptions for all positions for which the Union is bargaining agent. The Union shall have the right to review the job descriptions and provide any objections in writing to the Employer within thirty (30) days of receiving the job description. If the Parties are unable to reach agreement on the job description the matter shall be referred to arbitration.

17.02 Changes in Classification

The Employer shall prepare a new job description whenever a new job is created or whenever the duties of a job change in a substantial manner. When the duties of any job are substantially altered, or where the employee believes their job is incorrectly classified, or when a new job is created, the rate of pay shall be subject to negotiations between the Employer and the Union. If the Parties are unable to agree on the reclassification, rate of pay or the job description for the job, such dispute shall be subject to arbitration for determination. Any new rate of pay established for the position shall be retroactive to the date the employee assumed the position, or the date the job duties of the position changed.

17.03 Job Postings and Selection

When a vacancy occurs or a new position is established, it will be posted on the bulletin boards in the lunch room of the Village Office and Works Yard buildings for one (1) week prior to hiring (excluding casual and temporary jobs of less than two (2) months in duration). Present employees shall receive preference based on seniority and qualifications. The successful applicant shall be paid the applicable rate for the position.

Where a vacancy exists in the "Building Inspector/Technologist" or "Foreman" position(s) the above selection process shall be considered to be a competition clause between employees, for all other bargaining unit positions the above selection process shall be considered a thresh-hold clause.

17.04 Trial Period

The successful applicant shall be placed on a trial period of **forty-five (45) working** days. Conditional on satisfactory service, the employee shall be declared permanent in the position after the trial period. In the event the successful applicant proves unsatisfactory in the position during the trial period or if an employee finds himself unable to perform the duties of the job classification, they shall be returned to their former position and former rate of pay without loss of seniority and wage or salary. Any other employees promoted or transferred because of the re-arrangement of positions shall also return to their former positions and former rates of pay without loss of seniority and wage or salary.

17.05 Transfer of Seniority Outside the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside the bargaining unit, they shall have the right to return to their former position and rate of pay within three (3) months of their being transferred, or such longer period as the Employer and the Union mutually agree and shall retain and accumulate their seniority. An employee transferred outside the bargaining unit who does not return to the bargaining unit within three (3) months, or such longer period as the Employer and the Union mutually agree, shall retain their seniority up to the date of transfer and shall not accumulate further seniority.

17.06 Temporary Assignment

- (a) All temporary vacancies of more than forty-five (45) days in length will be posted as per Article 17.03.
- (b) Employees bidding into temporary vacancy, will have the right to return to their normal bid position at the end of the temporary vacancy.
- (c) Employees filling temporary vacancies which are predicted to be six (6) months or longer in duration, shall be entitled to all benefits and vacation leaves which they are entitled to.

(d) Higher Paid Position

When an employee is temporarily assigned to a higher classified position, the employee shall be paid the rate for the higher classified position. An employee being trained will not be paid the higher rate of pay.

(e) Lower Paid Position

An employee assigned temporarily to a lower paying position (not bumping) shall not have their rate reduced.

ARTICLE 18 JURY DUTY AND SUBPOENAED WITNESS

18.01 Leave of Absence for Jury Duty and Subpoenaed Witness

The Employer shall grant leave of absence without **loss of seniority or benefit accrual** to an employee who serves as a juror or as a subpoenaed court witness other than on their own behalf. **The Employer will pay such an employee the difference between their normal earnings and the payment they received for jury duty or court witness, excluding payment for travelling expenses, hotel accommodation, and meals. Proof of service and payment receipt may be required.**

ARTICLE 19 PAYMENT OF WAGES AND SALARIES

Payday shall be each second Friday, subject to conditions which are within the control of the Employer. The payroll shall be calculated bi-weekly, including all time worked up to and including the Friday immediately preceding each second Friday. Payment to employees leaving the services of the Employer shall be made on the second office working day following termination.

Payment to employees shall be made through direct deposits.

ARTICLE 20 GRIEVANCE AND ARBITRATION

20.01 Definition of Grievance

A grievance under this Agreement shall be defined as any difference or dispute between the Village and any employee or the Union, or a case where the Village has allegedly acted unjustly.

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

20.02 Settling of Grievances

In order to resolve complaints as quickly as possible, employees should first discuss their concerns with their Supervisors prior to initiating a written grievance. However, it is agreed that at the employee's option, they can forego the complaint stage and initiate a written grievance at Step 1 of the procedure outlined below.

Step 1 - The employee or employees shall, with the Union representatives or the Shop Steward in attendance, seek settlement of the matter with the immediate Supervisor, within ten (10) working days of the alleged grievance.

Step 2 - If a satisfactory settlement is not reached with the immediate Supervisor within three (3) days, then the dispute shall be submitted in writing to the Administrator or designate, who will meet with the employee or employees and the Shop Steward with a view to resolving the dispute.

Step 3 - If a satisfactory settlement is not reached under Step 2 within ten (10) days after the matter is submitted, the Union may, within a further ten (10) calendar days, meet with the Village Council and the employee(s), with a view to resolving the dispute.

Step 4 - If a satisfactory settlement is not reached under Step 3 within ten (10) days after the matter is submitted, the Union may, within a further thirty (30) calendar days, refer the matter to arbitration under Article 20.04, as hereinafter defined.

20.03 Arbitration Board

When either Party requests that a grievance be submitted to arbitration, the request shall be made in writing to the other Party.

- (a) The Arbitrator shall be selected with mutual agreement of the Parties.
- (b) The decision of the Arbitrator shall be final, binding and enforceable upon all Parties, except where it may be reviewed at law. The Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this Agreement.
- (c) Each Party shall pay its own expenses and costs of the arbitration and one-half (1/2) the compensation and expenses of the Chairperson.

20.04 Expedited Arbitration

By mutual agreement of the Parties, an unresolved grievance proceeding to arbitration may be referred instead to an expedited or "fast-track" arbitration, which shall be chaired by a mutually agreed-to Arbitrator, who shall agree to have the hearing governed by the following criteria:

- (a) No legal counsel will be used by either Party. The Union will use elected officers of the Local or a National Representative. The Employer will use either its excluded staff or its consultant.

- (b) The Parties will try to arrive at a prepared, agreed-to statement of facts for joint presentation to the Arbitrator.
- (c) Formal rules of evidence will be waived except for the rule of "onus".
- (d) The procedure guidelines for expedited arbitration are agreed to be as follows:
 - (1) Opening Statement

The précis of the issues will set out the case from each Party's perspective. The appointee will seek at this point to define the real issue and to determine what evidence is agreed to and what is not.
 - (2) Hearing

Sufficient witnesses shall be called to ensure the facts and allegations are adequately canvassed. Where it is an issue of credibility or conflicting evidence, key individuals may be required by the appointee to testify.
 - (3) Argument

The Parties will not cite exhaustive arbitral jurisprudence but will normally refer to LAC's, *Brown & Beatty* or *Palmer* for summary purposes.
 - (4) Decision

If an attempt at a mediated settlement fails or is not appropriate, and if the ensuing arbitral decision can be rendered after a short deliberation, the Arbitrator will do so.

20.05 Replies to Grievances

The Employer will reply to all written grievances, stating reasons.

20.06 Employee Attendance Option

The Union may process a general grievance through the various stages of the grievance procedure with or without the employee in attendance.

20.07 No Grievance shall be Deemed Invalid

No grievance shall be deemed invalid by reason of any defect in form, or any technical irregularity, or any error in procedure that results in denial of natural justice, and the arbitration board convened under Articles 20.03 or 20.04 shall have power to relieve against such defects, irregularities, or errors of procedure on such terms as may be just and reasonable.

ARTICLE 21 DISCIPLINE AND DISCHARGE

21.01 Discharge and Discipline Procedure

An employee may be dismissed or disciplined, but only for just cause, and only upon the authority of the Employer. Prior to the imposition of discipline or discharge, an employee shall be notified in advance so that the employee may have a Shop Steward or a representative of the Union present. The employee shall be given the reason for the discipline or discharge in the presence of the Steward or Union representative, unless the circumstances require immediate action. Such employee and the Union shall be notified in writing, by the Employer with the reasons for such discipline or discharge. For the purpose of the Agreement, a verbal warning does not constitute discipline.

21.02 Discipline Removed

All discipline shall be removed from the employee's file two (2) years from the date that it was issued, providing that the employee has not done the same or similar offence during this time.

21.03 Personnel Records

An employee shall have the right during regular office hours and upon reasonable notification to the Clerk-Treasurer or designate to have access to and review their personnel record and may request and obtain copies of any material contained in it.

No material from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing.

21.04 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to commence a grievance at Step 3 of the grievance procedure.

21.05 Designation of Supervisors

Every employee shall be notified of the name of their immediate designated Supervisor.

21.06 Right to Refuse to Cross a Picket Line

Subject to essential service designations under the Labour Relations Code, the employees covered by this Agreement shall have the right to refuse to cross a legal picket line. Failure to cross a picket line shall not be grounds for disciplinary action.

ARTICLE 22 APPROVED ABSENCE

22.01 List of Approved Absences

Approved absence in this Agreement means:

- (a) General leave of absence;
- (b) Annual vacation;
- (c) Service with the Armed Forces during a national emergency;
- (d) Sick leave;
- (e) Leave to serve on jury duty or subpoenaed witness;
- (f) Bereavement leave;
- (g) Maternity leave, Parental leave, Adoption leave;
- (h) Education leave;
- (i) Union leave;
- (j) Public duty;
- (k) Compassionate leave.

22.02 General Leave of Absence

An employee may request a general leave of absence without pay and, provided such leave is for good and sufficient reason and having in mind the Village's requirement to provide efficient service, such leave may be granted by the Employer.

22.03 Sick Leave

Sick Leave of one and one-half (1½) days per month accumulative to a maximum of one hundred and sixty (160) working days will be provided.

- (a) Sick leave means the period of time a regular employee is permitted to be absent from work with full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the *Worker's Compensation Act*.
- (b) An employee must notify their Supervisor by phone, text, or email of an absence due to illness prior to the commencement of the employee's regular shift. The Union and the Employer agree that sick leave provisions are provided for those employees who are legitimately sick, and therefore agree to work co-operatively in an effort to discourage the abuse of these provisions.

After any employee is absent on sick leave for three (3) continuous days, the Employer may request a certificate from a qualified medical practitioner confirming the illness, accident or disability. The Employer shall pay for any costs in obtaining the certificate. If the employee does not cooperate in obtaining the certificate, then the employee may not be entitled to use sick leave credits for the period of time away from work.

- (c) An employee shall be allowed paid leave of absence in order to engage in personal medical and dental care. Such leave shall be deducted from the employee's accrued unused sick leave.
- (d) Twenty percent (20%) of accumulated sick days shall be paid to an employee upon retirement from the Village at the age the employee is entitled to receive Municipal pension, or with a minimum of fifteen (15) years' service, or for health reasons. After fifteen (15) years' service, the pay-out under this paragraph shall be increased by two percent (2%) per year to a maximum of thirty percent (30%).
- (e) In the case of illness or hospitalization of a spouse or dependent child or parent of a regular full-time employee, when no one else at the employee's home other than the employee can care for the child, spouse or parent, the employee shall be entitled to utilize sick leave for this purpose, to a maximum of five (5) days per illness.

22.04 Bereavement Leave

- (a) A regular full-time employee shall be granted a minimum of five (5) regularly scheduled consecutive working days, without loss of pay or benefits in the event of the death of an immediate family member. Immediate family members are spouse, mother, mother-in-law, father, father-in-law, sons and daughters (including adopted or foster children), sons-in-law, daughters-in-law, brothers and sisters, brothers-in-law, sisters-in-law, grandparents, grandchildren and common-law relationships and other such person as may be authorized by the Employer on a case by case basis.
- (b) If an employee must travel more than 650 km to make arrangements to attend the funeral of an immediate family member, the employee is entitled to an additional two (2) days of paid leave.
- (c) In recognition of circumstances which call for bereavement leave are based on individual circumstances, the Employer, in their sole discretion, may grant additional leave on a paid or unpaid basis.
- (d) One-half (½) day leave shall be granted without loss of wages or benefits to attend as a pall bearer or mourner for those other than the immediate family member identified in (a), at the reasonable discretion of the Employer.

22.05 Maternity Leave, Parental Leave, Adoption Leave

An employee, upon written request, shall be entitled to maternity leave, parental Leave and adoption leave in accordance with the Employment Standards Act for the Province of British Columbia that is in force at the signing of this Collective Agreement. This Article will be considered amended if superior legislation is proclaimed.

22.06 Education Leave

- (a) Where the Employer has approved an employee's enrolment in a course with specific application to the employee's current position with the Village and subject to operational requirements, then such employee shall be granted leave with pay to attend such courses and/or exams.
- (b) Where the Employer has approved an employee's enrolment in a course having general application to their employment with the Village, and subject to operational requirements, then such employee shall be granted with pay to attend such courses. This includes paying, at regular rates, for time spent participating in the courses on weekends and while travelling.
- (c) Any training or education courses that are approved and paid for by the Employer will cover the following costs: course fees, registration fees, examination fees, and per diem meal allowance and travel expenses in accordance with the Village's Travel policy. Employees will take the least expensive of either air, personal vehicle or fleet vehicle travel. Where an employee takes their own vehicle, kilometres will be paid **in accordance with the Village of Telkwa Reimbursement Policy**. Where airfare is less expensive than vehicle travel, the equivalent amount of the airfare will be paid. Where an employee takes the Village owned vehicle, they may use it for personal use with no increased liability but will pay their own gas. Overtime for travel must be pre-approved in writing by the Employer or it will not be paid. It can be taken in pay or time off in lieu. Travel expenses shall include reasonable accommodation costs. Whenever possible the Employer shall provide time during regular working hours for travel to and from training and education courses.
- (d) In the event an employee is unsuccessful in passing the course examination any rewrite cost will be the responsibility of the employee. All other associated costs will continue to be the responsibility of the Employer. Should an employee be unsuccessful on more than two (2) attempts the Employer shall no longer be responsible for associated costs.

22.07 Absence from Duty of Union Official

(a) Leave for Union Business

Up to five (5) work days leave of absence without pay and without loss of seniority shall be granted to a maximum of one (1) employee elected or appointed to represent the Union at Union Conventions, Executive and Committee Meetings of the Canadian Union of Public Employees and its affiliated bodies. The employee shall request the leave with not less than ten (10) calendar days' notice. This leave shall not be unreasonably refused.

(b) Leave for Union Education

Up to five (5) work days' leave of absence without pay and without loss of seniority, shall be granted to a maximum of one (1) employee for education courses pertaining to Union business. The employee(s) shall request the leave with not less than ten (10) calendar days' notice. This leave shall not be unreasonably refused.

(c) Leave for Full-Time Union Duties

An employee who is elected or selected for a full-time position within CUPE, the CLC, or the BC Federation of Labour, shall be granted leave of absence without pay for a period of up to two (2) years. Such leave may be extended by the Employer during their term(s) of office.

22.08 Leave for Public Duties

The Employer recognizes the right of employees to participate in public affairs. Subject to approval by the Employer, an employee shall be granted leave of absence without pay to allow that employee to stand as a candidate in Federal, Provincial, School Board, or Regional District Elections.

- (a) An employee who is elected to Federal or Provincial office shall, upon request, resign their position with the Village.
- (b) An employee who is elected to School Board or Regional District office shall be allowed leaves of absence without pay during the term of office.
- (c) Such leaves shall not be unreasonably withheld.

22.09 Domestic and Sexual Violence Leave

An employee shall be granted a leave of absence when dealing with Domestic and/or Sexual Violence according to the provisions of the Employment standards Act of British Columbia (Section 52.5 Leave Respecting Domestic or Sexual Violence).

ARTICLE 23 CLOTHING, WORK BOOTS, TOOLS, AND SAFETY EQUIPMENT

23.01 Clothing and Work Boots

- (a) The Employer will reimburse employees up to three hundred dollars (\$300.00) per year for WorkSafe BC approved safety boots with proof of payment.
- (b) The Employer shall provide suitable wet weather clothes for any outside employee whose duties make such clothing necessary.
- (c) **The Employer shall reimburse an employee for safety equipment and clothing, other than what is currently provided by the Employer, with receipts to a maximum of two hundred dollars (\$200.00) per year.**

23.02 Tools

The Employer shall supply the tools required to be used in the performance of work.

23.03 Employer to Supply Safety Equipment

The Employer shall provide any necessary safety equipment when same is required to be used in accordance with the WorkSafe BC Regulations.

23.04 Use of Safety Equipment

All articles of safety equipment shall be kept in a serviceable condition and used at all times by the employees during the performance of the applicable work.

23.05 Employer to Clean and Repair Clothing

Where the Employer provides uniforms or special clothing, it shall clean and repair such clothing without charge to the employee. All clothing provided shall be on a loan basis and the employees will be required to return same in good and serviceable condition, fair wear and tear excepted.

ARTICLE 24 HEALTH AND SAFETY

24.01 Health and Safety Committee

In order to promote the health and safety of employees, the Union and the Employer shall establish a Health and Safety Committee and shall each appoint a Health and Safety representative plus an alternate representative. The Union shall notify the Employer in writing of the names of their representative and alternate. The representative (in their absence the alternate) shall have the right to participate in the monitoring of the workplace and to accompany government inspectors on inspection tours. The joint committee shall meet on a monthly basis.

24.02 Time Off for Health and Safety Training

Union members of the Health and Safety Committee upon one (1) week's prior notice, shall be entitled to one (1) day off per year with pay and with no loss of seniority to attend local educational courses related to health and safety matters. Where appropriate, management representatives will also be encouraged to attend. The Parties agree that the yearly entitlement for training will continue until a reasonable level of Health and Safety competency has been achieved.

24.03 Health and Safety Committee Pay Provisions

Time spent by members of the Committee in the course of their duties shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.

24.04 Right to Refuse Unsafe Work

No employee shall be discharged, penalized or disciplined for refusing to work on a job or in any workplace or to operate any equipment where they honestly believe it would be unsafe to do so.

ARTICLE 25 IMMUNIZATION

25.01 Immunization

Employees who regularly work on sewer cleaning, refuse collection and disposal, and animal control are strongly urged to be inoculated. The Employer agrees to reimburse those reasonable immunization costs upon presentation of receipts and a signed waiver indemnifying the Employer from any liability arising from the inoculation. Those employees who opt not to be inoculated must also sign a waiver indemnifying the Employer from any liability.

ARTICLE 26 REST PERIODS

26.01 Rest Periods

A fifteen (15) minute rest period shall be allowed on the job site at the mid-point in the morning and at the mid-point in the afternoon of each day shift. Rest periods shall be allowed during the afternoon and night shifts, at appropriate intervals.

ARTICLE 27 TECHNOLOGICAL CHANGE

27.01 Definition of Technological Change

Technological change means:

- (a) the introduction by the Village of a change in its work, undertaking or business, or a change in its equipment or material from the equipment or material previously used by the Village in its work, undertaking or business; or
- (b) a change in the manner the Village carries on its work, undertaking or business related to the introduction of that equipment or material.

27.02 Written Notice

Three (3) months before the introduction of any technological change, the Employer shall notify the Union of the proposed change, in writing.

27.03 Parties Shall Attempt to Reach Agreement

The Parties shall attempt, in good faith, to reach agreement on such change before it is implemented. Should they fail to agree, the matter may be referred by either Party for adjudication under Article 20.04. Nothing in this Article is intended to restrict the Employer from implementing such change prior to reaching agreement with the Union or prior to an adjudication under Article 20.04, when its operational requirements necessitate that the change be made prior to such resolution.

27.04 Displacement

An employee who is displaced from their job to a lower paying job by virtue of a technological change will suffer no reduction in their regular earnings for a period of six (6) months.

27.05 Seniority Application

An employee who is displaced from their job by virtue of technological change will be given an opportunity to fill other vacancies according to seniority and qualifications.

27.06 Training to be Provided

In the event that the Village should introduce technological changes which require new or greater skills than are possessed by the employee under the present operation, such employees shall, at the expense of the Village, be given a reasonable period of time, not to exceed one (1) year, during which they may perfect or acquire the skills necessitated by technological change. There shall be no reduction in wage or salary rates during the training period of any such employee and no reduction in pay upon being reclassified in the new position. If a person fails to qualify for the new position, the provisions of Article 7 shall apply.

ARTICLE 28 PAY SCALE

28.01 Pay Scale

Wages shall be paid as per *Schedule "A"* attached hereto and forming part of this Agreement.

ARTICLE 29 GENERAL

29.01 Changes in the Agreement

Any changes deemed necessary may be made by mutual agreement at any time during the existence of this Agreement. Any such change shall be made by ***Letter of Understanding*** and shall be attached to and form part of this Collective Agreement.

29.02 Bulletin Boards

The Employer shall provide space at the Village Office and Works Yard for the Union to place a bulletin board so it may post any notices relating to Union business.

ARTICLE 30 EMPLOYEE DEFINITIONS

30.01 Employee

An *employee* is defined as per the definition of employee contained and applied by the Labour Relations Code of British Columbia.

30.02 Regular Full-Time Employee

A *Regular Full-Time* Employee is one who is hired for a regular full-time position and who works a regular schedule of thirty-five (35) hours or forty (40) hours per week as applicable to the classification in which they are employed pursuant to Article 9.

Regular full-time employees have seniority rights and are eligible for all of the provisions of this Agreement

30.03 Regular Part-Time Employee

A *Regular Part-Time* Employee is one who is hired for a regular part-time position and who works a regular schedule of less than thirty-five (35) hours or forty (40) hours per week, as applicable to the classification in which they are employed.

Regular part-time employees whose regular schedule averages twenty (20) hours or more per week, shall receive health and welfare benefits and vacation entitlement pro-rated on the basis of the percentage to full-time hours for the classification in which they are employed.

Seniority shall be calculated from the date of hire.

30.04 Temporary Employee

A *Temporary* Employee is one who is hired on a term certain basis for a specific project, who works up to full-time hours, on a regular or irregular basis, for the classification in which they are employed. The Employer agrees to notify the Union of such project and the term of same, in writing. The duration of any temporary assignment shall not exceed six (6) calendar months without the Union's approval, which approval shall not be unreasonably denied.

Temporary employees shall not accumulate seniority and shall receive thirteen percent (13%) of their earnings in lieu of the benefits contained in this Agreement.

30.05 Casual Employee

A *Casual* Employee is one who is employed on a day to day as needed basis, to perform specific short term or occasional functions (such as but not limited to sick leave replacement, vacation replacement, or work overload, etc.) not to exceed two (2) calendar months without the approval of the Union, which approval shall not be unreasonably denied.

Casual employees shall not accumulate seniority and shall receive thirteen percent (13%) of their earnings in lieu of the benefits contained in this Agreement.

30.06 Grant Employee

A *Grant* Employee includes a student of a recognized Canadian learning institution hired for a specific term, and those employees who are eligible for a recognized government works program and hired only if money is available through grant programs administered by the Federal or Provincial Governments. Grant employees shall be paid at the rate specified in Schedule "A" of this Agreement and will not be hired without agreement from the Union.

Notwithstanding the above, should Grant monies become unavailable to the Village as a result of program cuts by the grant providers, the Village shall notify the Union of such circumstances and may fill the Grant Employee vacancies with Students as defined in this article.

ARTICLE 31 TERM OF AGREEMENT

31.01 Term of Agreement

This Agreement shall take effect from January 1, **2025** and expire December 31, **2027** and shall automatically be renewed annually thereafter unless either Party hereto shall give notice as provided for in the Labour Code of British Columbia, requiring the other Party to commence collective bargaining.

During the period of negotiations, this Agreement shall remain in full force and effect.

Wage Increases:

January 1, 2025	4%
January 1, 2026	4%
January 1, 2027	3.5%

Signed this 9th day of January 2026.

FOR THE VILLAGE OF TELKWA:

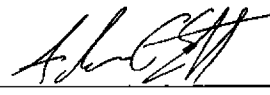


Mayor

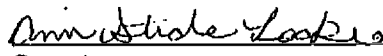


Clerk Administrator

FOR CUPE LOCAL 1570-02:



President



Secretary UNIT CHAIR

SCHEDULE "A"

POSITION	Jan 1, 2023	Jan 1, 2024	Jan 1, 2025	Jan 1, 2026	Jan 1, 2027
	3.5% or COLA	3.5% or COLA	4.0%	4.0%	3.5%
Office Assistant I	\$20.87	\$21.60	\$22.46	\$23.36	\$24.18
Office Assistant II	\$24.49	\$25.35	\$26.36	\$27.41	\$28.37
Administrative Assistant	\$28.04	\$29.02	\$30.18	\$31.39	\$32.49
Financial Assistant	\$28.04	\$29.02	\$30.18	\$31.39	\$32.49
Working Foreman	\$39.16	\$40.53	\$42.15	\$43.84	\$45.37
Utility Person I	\$28.64	\$29.64	\$30.83	\$32.06	\$33.18
Utility Person II	\$30.64	\$31.71	\$32.98	\$34.30	\$35.50
Utility Person III	\$33.88	\$35.06	\$36.46	\$37.92	\$39.25
Utility Equipment Operator	\$33.88	\$35.06	\$36.46	\$37.92	\$39.25
Engineering Technologist	\$35.11	\$36.34	\$37.79	\$39.30	\$40.68
Labourer	\$26.22	\$27.14	\$28.23	\$29.36	\$30.39
Student**	\$18.89	\$19.55	\$20.33	\$21.14	\$21.88
**Wage Premium					

- * New employees shall receive the Office Assistant I rate for a maximum of one thousand (1000) hours work from date of hire. At the conclusion of this term they shall receive the Office Assistant II rate.
- ** The Village will pay wage premiums for students with supervisory responsibilities provided the premium is funded by a grant.

LETTER OF UNDERSTANDING #1

Between

Village of Telkwa
(hereinafter referred to as "The Employer")

and

CUPE Local 1570-02
(hereinafter referred to as "The Union")

Re: Commitment to Cultural Safety and Respectful Workplaces

The Employer and the Union acknowledge the importance of fostering a culturally safe, inclusive, and respectful workplace for all employees.

The parties affirm their shared Intention to:

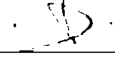
- 1. Promote a work environment free from discrimination, including Indigenous-specific racism.**
- 2. Respect the principles of reconciliation and the diverse cultural identities present within the community and workplace.**
- 3. Support opportunities for education, awareness, and dialogue that enhance cultural understanding and safety.**

This Letter of Understanding reflects a mutual commitment to these principles.

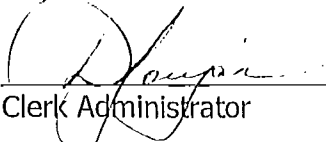
It does not modify or expand the rights or obligations of either party under the Collective Agreement but shall be appended to the Agreement as an expression of shared values and intent.

Signed this 8th day of January 2026.

FOR THE VILLAGE OF TELKWA:



Mayor

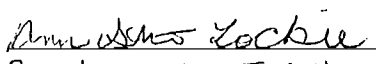


Clerk Administrator

FOR CUPE LOCAL 1570-02:



President



Secretary UNIT CHAIR