

# **COLLECTIVE AGREEMENT**

**between**



Village of Warfield

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 2087**

***CUPE·SCFP*** / Canadian Union of Public Employees  
Syndicat canadien de la fonction publique

**March 1, 2021 to February 29, 2024**



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## **DEFINITIONS**

### **Casual Employee**

Shall mean any employee hired on an intermittent basis. Casual employees shall be entitled to seniority and other benefits when they have completed 90 days worked. (Excludes students). Seniority shall be calculated as the number of hours worked since the service date of the employee.

### **Day**

Shall mean the 24-hour period from midnight to midnight.

### **Month**

Shall mean a calendar month.

### **Regular Full-Time Employee**

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

### **Regular Part-Time Employee**

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

### **Running Lunch**

Shall not be interpreted as a sit-down lunch, but a lunch to be eaten when conditions permit.

### **Service Date**

Shall mean first day of employment.

### **Temporary Employee**

Means an employee hired for a specific period of time (not to exceed eight (8) consecutive months) in any one (1) year, with an option to extend with mutual consent. Such employees shall accumulate seniority and other benefits of this Agreement, except as otherwise stated herein. On completion of the temporary position, all seniority shall cease.

### **Week**

Shall mean the regular working week.

### **Year**

Shall mean a period of twelve (12) months beginning at any given date.

**Students**

Shall mean employees hired for a specific period of time not to exceed four (4) consecutive months in any one (1) year, with an option to extend with mutual consent. They shall not accumulate seniority or be entitled to any benefits or posting privileges and will be paid the Student Rate. No Student shall be employed for more than two (2) terms.

**Seasonal-On Call Employees**

Shall mean an employee who is hired for work of a seasonal nature. Seasonal work is differentiated from casual or temporary work in the sense that seasonal work is continuous but limited to a specific season. Seasonal work is differentiated from regular part-time work in the sense that, during a designated season, the work is performed on an on-call basis. Following the qualifying period, seniority shall accrue from the service date for the purpose of layoff and recall for snow removal only.

## **ARTICLE 1 - RECOGNITION OF THE UNION**

### **1.01 Executive Bargaining Agency**

The Village recognizes the Union as the exclusive bargaining agency for the purpose of conducting collective bargaining on all matters pertaining to rates of pay, hours of work, and all other working conditions, as long as the Union retains its right to conduct collective bargaining on behalf of the employees of the Village under the provisions of the statutes of British Columbia.

The Employer shall provide the Union with all necessary information relating to the following matters for employees within the bargaining unit on a current basis:

- a) a list of employees, showing their names and classifications ranked according to seniority;
- b) job postings, job awards, promotions, demotions, and transfers;
- c) hiring, discharges, suspensions, discipline, resignations, retirements and deaths;
- d) job classification, job descriptions.

### **1.02 Union Security**

All employees shall maintain membership in the Union as a condition of employment. Employees, including newly hired employees, shall become members of the Union within thirty (30) days of employment.

### **1.03 Harassment and Discrimination**

The Village agrees that there shall be no discrimination against any employee by reason of their activities as a member of the Union, and the Union agrees that there shall be no intimidation on its part against any employee of the Village.

The Employer and the Union agree that discrimination and/or harassment of any employee because of colour, national origin, religion, age, marital status, family status, sexual orientation, gender identity or expression, sex, race, creed, political affiliation and membership in union, or disability is absolutely prohibited. Every employee has the right to work in an environment of mutual respect, free from discrimination and harassment including sexual harassment. Action contravening this policy will constitute grounds for discipline.

### Sexual Harassment

All employees have the right to work in an environment free from sexual harassment. For the purpose of this clause, sexual harassment is defined as follows:

- a) Unwanted sexual advances made by a person who knows or ought reasonably to know that such advances are unwanted, or
- b) Implied or expressed promises of reward for complying with a sexually oriented request, or
- c) Implied or expressed threat of reprisal, in this form either or actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request, or
- d) Sexually oriented literature, remarks and behavior, which may reasonably be perceived or create a negative psychological and emotional environment for work.

### Processing Complaints

Employees may process complaints about harassment through the grievance procedure, subject to the following changes:

- a) Where a person who is the subject of a complaint is the management representative at any step of the grievance procedure the grievance may be presented to another appropriate management representative(s);
- b) Management and Union representatives in the course of investigating a complaint of harassment shall have due regard for privacy and confidentiality of any and all persons involved in the complaint;
- c) An arbitrator in the determination of a complaint to harassment may take reasonable steps to protect the interest of all parties in privacy and confidentiality in this determination of procedural and evidentiary matters, subject to the requirement of fairness to all parties.



1.04 Gender in Collective Agreement

When the singular, masculine or feminine is used in this Agreement, it shall be considered as they, them, their as the context of the party or parties require.

1.05 No Strikes or Lockouts

In accordance with the statutes of British Columbia, there shall be no strikes or lockouts during the length of this Agreement.

1.06 Managerial Exclusions

Without restricting the generality of the foregoing sections, it is agreed that the terms of this agreement shall apply to the non-managerial employees employed in the Village.

1.07 Union Check-Off and Induction

The Village agrees to the monthly check-off of all Union dues, assessments, initiation fees, and written assignments of amounts equal to Union dues.

1.08 The Village shall, during the life of this Agreement, deduct as a condition of employment a sum equivalent to dues as set by the Union from the pay due each month to each employee, and remit such deductions to the Financial Secretary of the Union in the month following in which such deductions are made.

1.09 Together with such remittances, the Village shall provide the Union with a list of the employees from whom such deductions were made.

1.10 The Village shall report on the Income Tax (T-4) Forms, the amount of union dues paid by each Union member during the report period.

1.11 The Village shall familiarize new employees with this Collective Agreement and with the conditions of employment, and it shall provide new employees with an opportunity to meet the Union Steward on, or shortly after employment.

1.12 Union Stewards

The Village agrees that the Union shall have the right to appoint or elect a Union Steward, as required by the Union, and the Union agrees to advise the Village in writing of such appointment.

### 1.13 Bulletin Boards

The Village agrees that the Union shall have the right to maintain a bulletin board in a conspicuous and convenient place, provided that the use of such bulletin board shall be restricted to the posting of notices regarding the business affairs, meetings, social events, postings, and reports of the Union.

### 1.14 Access to Personnel Files

An employee shall be entitled to review records kept in their personnel file, both paper and electronic form, during the Village's regular office hours.

### 1.15 Disciplinary Warnings

The record of any disciplinary action shall not be referred to or used against an employee where no further disciplinary warning was issued or action was taken by the Village concerning such employee within one year.

### 1.16 No Contracting Out

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services usually performed by the members of the bargaining unit will not be contracted, sub-contracted, transferred, leased, assigned or conveyed, in whole or in part, to any other plant, person, company or non-bargaining unit employee, with the exception of work requiring specialized equipment or labour and/or major infrastructure unless mutually agreed upon in writing by the Parties.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.01 The management of the Village's business, the promotion, demotion and discharge for proper cause, and the direction of the working force, including hiring of new employees, is vested exclusively in the Village, except as may be specifically provided otherwise in this Agreement.
- 2.02 The Village shall have the right to make, and alter from time to time, rules and regulations to be observed by all employees. Such rules and regulations shall not be inconsistent with the provisions of the Agreement.
- 2.03 All rules, regulations adopted by the Village and relating to employment shall be communicated in writing to the Union.
- 2.04 Employees 65 years or older who choose to work beyond the age of 65 years old shall accumulate seniority and benefits except for those benefits which third party carriers will not provide.
- 2.05 The Village shall have the right to select and appoint supervisory staff.

### **ARTICLE 3 - TECHNOLOGICAL CHANGE, AUTOMATION AND OTHER CHANGES**

3.01 The purpose of the following provisions is to preserve job security and stabilize employment and to protect as many regular employees as possible from loss of employment.

#### **3.02 Notification of Changes**

Three (3) months before the proposed introduction of any technological change that could result in a reduction in the number of permanent employees, the Village shall notify the Union of the proposed technological change.

#### **3.03 Discussions Between the Parties**

Any disputes arising from an adjustment resulting from technological change shall be discussed by the Village and the Union.

#### **3.04 Training Programs**

- a) The Village may, after consultation with the Union, retrain an employee for another position for such period of time as the Village deems appropriate instead of releasing such employee due to technological change. The Village shall assume the cost of such training. After the period of training, the employee shall have three (3) months to adapt fully to the new position. Should the employee not adapt to the new position they may then be released by the Village.
- b) If an employee who is displaced by technological change is retrained for, or assigned to a position at a lower rate of pay, such employee shall be retained at their previous rate of pay, but the rate increases due to that employee shall be limited to fifty percent (50%) of the negotiated increase for that position until the rate of pay for the new (lower paid) position is equal to the employee's transitional rate of pay.

#### **3.05 Technological Displacement**

In the event that a regular employee is displaced, they shall be offered an opportunity to bid on jobs held by an employee with less seniority providing the displaced employee possesses the qualifications required of the job held by the junior employee. During the term of this Agreement, any disputes arising in relation to adjustment or technological change shall be discussed between the bargaining representatives of the two (2) parties to this Collective Agreement.

### 3.06 Severance Pay

No regular employee shall be released because of technological change, except upon one (1) week's notice, pay included, for each year of service, to a maximum of four (4) weeks. During the notice period the employee shall be allowed up to five (5) hours per week, with pay, for the purpose of job interviews. Not less than two (2) days prior to the expiration of the aforesaid period of notice, the employee shall inform the Village if they elect to receive severance pay as herein provided, or to be laid off in accordance with Article 7.

3.07 If the employee elects to receive severance pay, they shall lose seniority in accordance with Article 7 of this Agreement. In the event a laid-off employee is rehired by the Village at a later date, they shall not be entitled to further severance pay for the period already compensated.

3.08 a) Subject to sub-clause b), the amount of severance pay entitlement to an employee pursuant to this Article shall be one (1) month's pay at regular rate for each three (3) full years of service completed by the employee.

b) The amount of severance pay shall not be less than one (1) month's pay, and it shall not be more than three (3) month's pay.

### 3.09 No New Employees

The Village shall not hire new employees until the provisions of Article 3.04 have been met.

## **ARTICLE 4 - DISCUSSION OF DIFFERENCES**

### **4.01 Committee on Labour Relations**

The Village shall appoint a "Labour Relations Committee" and it shall appoint members to that Committee to represent the Village. The Village shall inform the Union of its appointees to the Committee.

### **4.02 Union General Grievance Committee**

The Union shall appoint and maintain a committee to be called the "General Grievance Committee" whose members shall be employees of the Village and/or representatives of the Union. The Union shall inform the Village of its appointees to the Committee.

### **4.03 Grievance Investigations and Meetings**

Time spent during working hours by employees and Union Stewards investigating and settling disputes involving Village employees shall be recognized by the Village as time worked. The Union agrees to forward to the Village a list of the names of employees involved in such investigations and meetings.

### **4.04 The Village agrees to grant time off with pay during any working day to Officers of the Union required to attend meetings with the Village, provided that not less than four (4) hours notice be given by the Union to the Village of the time off requested.**

## **ARTICLE 5 - GRIEVANCE PROCEDURE**

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

Stage 1 Within thirty (30) working days of learning of the grievance, the employee or employees concerned, with their Union Steward or Union General Grievance Committee in attendance, shall endeavor to settle the dispute with the Supervisor. Failing to reach a satisfactory settlement of the dispute within one (1) day after its submission, the dispute may be referred to Stage 2

Stage 2 The employee or employees concerned, with their Union Steward or Union General Grievance Committee in attendance, shall meet with the Village Chief Administrative Officer and shall submit the grievance, in writing. Beginning at this stage and continuing to the final stage, all communications between the Union and the Village relating to a grievance shall be in writing.

Failing to reach a satisfactory settlement of the dispute within three (3) days after submission to the Village Chief Administrative Officer, the dispute may be submitted to Stage 3.

Stage 3 The Union's General Grievance Committee shall meet with a Committee of the Village Council. Failing to reach a satisfactory settlement of the dispute within five (5) days after such meeting, the dispute may be submitted to Stage 4.

Stage 4 A dispute remaining unresolved after stage 3 shall be submitted to an Arbitrator for a resolution.

### 5.02 Time Limits

The time limits established in this Article may be varied and/or extended only by mutual agreement between the Union and the Village. Where a dispute involves a question of general application, the Village and the Union may agree to bypass Stage 1 and 2.

## **ARTICLE 6 - ARBITRATION**

6.01 If the Union and the Village fail to resolve a grievance through stages 1 to 3 of the Grievance Procedure, such grievance shall be referred to an Arbitrator.

6.02 In the event that the Village and the Union are unable to agree on the selection of an Arbitrator, the British Columbia Minister of Labour shall be requested to appoint an Arbitrator. The Arbitrator's decision shall be final and binding on the Union and the Village.

### 6.03 Arbitrator's Expenses

The Union and the Village shall each be responsible for one half of the expenses incurred by the Arbitrator.



## **ARTICLE 7 - SENIORITY**

### **7.01 Calculation of Seniority**

Seniority is defined as the length of service in the bargaining unit and shall operate on a bargaining-unit-wide basis unless specified elsewhere in this Agreement. Seniority accumulates when an employee reaches "regular" status. The employee's service date will determine seniority.

#### **a) Regular (Full-Time and Part-Time) Employees**

Following the probationary period, seniority credits shall commence from the service date of the employee and shall govern in all areas of this Agreement. For the purposes of promotion, demotion, and lay-off seniority of part-time employees shall be calculated as the number of hours worked since the service date of the employee.

#### **b) Temporary Employees**

Following the probationary period, seniority credits shall commence from the service date of the employee, and shall be calculated as the number of hours worked since the service date of the employee.

### **7.02 Seniority Lists**

- a) The Village shall maintain a seniority list for its employees. The list shall show the service date of regular full-time employees and, for regular part-time, temporary, and casual employees the number of hours accrued since the service date in addition to the service date.
- b) The Village shall update the seniority list annually, and it shall forward the list to the Union and post it annually in January on the bulletin board (article 1.13).

### **7.03 Probationary Period**

Employees shall be on probation for a period of ninety (90) calendar days from the service date. During this period, employees shall be entitled to all rights and benefits, unless otherwise specified in this Agreement.

### **7.04 On completion of the probationary period, seniority shall be effective from the service date.**

#### 7.05 Promotions, Transfers, Demotions

The Village shall determine employee competency, efficiency, and ability in a fair and equitable manner. Such determination shall be subject to the provisions of Article 5. Where competency, efficiency and ability of competing employees are relatively equal, the more senior employee shall be given preference.

#### 7.06 Job/Position Classification Changes

An employee moving from one classification to another (e.g. regular full-time to regular part-time), where such move does not involve a change in pay rate, shall not be deemed to have been promoted or demoted.

An employee shall not be deemed promoted unless a vacancy has occurred and such vacancy has a higher rate of pay.

- 7.07 An employee may be transferred to a position within or outside of the bargaining unit. If transferred to a temporary position within the bargaining unit, the employee and the Union shall be notified in writing of the duration of the temporary transfer.

- 7.08 When an employee is temporarily transferred to a position with a rate of pay that is lower than their regular rate, such employee shall continue to receive their present rate of pay for the duration of the temporary transfer.

#### 7.09 Transfers and Seniority Outside 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 of the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit, but no further seniority shall be accumulated. An employee shall have the right to return to a position within the bargaining unit during a period of sixty (60) days following the transfer.

When 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.

- 7.10 In all cases of a temporary transfer, both within and outside of the bargaining unit, such temporary transfer shall not exceed sixty (60) days, unless the Union and the Village agree to extend the time limit.

7.11 A transfer that extends beyond a period of sixty (60) days, or to such extended time limit as the Union and the Village may agree, shall be deemed to be a permanent transfer.

7.12 Transfers within the Bargaining Unit

No employee shall be transferred to a position within the bargaining unit without their consent.

7.13 Special Skills Transfers

Employees may be selected for training and/or given special assignments to gain experience and/or to improve their skills and capabilities.

7.14 The Village shall have the right to select an employee for training, provided that on completion of the training assignment, such employee shall be reinstated in the position and pay classification they held prior to the assignment.

No employee shall lose seniority as a result of a training assignment.

7.15 Reduction of Work Force

An employee's job security shall increase in proportion to their seniority. In the event of a reduction in the work force, employees shall be laid off in reverse order of their seniority, subject to their qualifications and ability to perform the available work.

7.16 Advance Notice of Lay-Off

Subject to more favorable statutory requirements, an employee being laid off shall be entitled to work and be paid for ten (10) working days following receipt of the notice of layoff, or, at the discretion of the Village, an employee to be laid off shall be paid the equivalent of ten (10) working days with pay in lieu of notice.

In the event of a reduction in crew, all overtime to be worked shall be performed, whenever practicable, by laid off employees.

7.17 Recall Procedure

It shall be the responsibility of a laid off employee to keep the Village informed of their current address.

Subject to an employee's ability to perform the work, employees shall be recalled in order of their seniority. The Village shall notify employees being recalled by registered mail, and it shall give such employees ten (10) days notice of the recall.

An employee recalled to casual or temporary employment at a time when they are employed elsewhere shall not lose recall rights on the grounds of their refusal to return to work.

- 7.18 A laid off employee who fails to report for regular employment within ten (10) days of the date of a recall notice shall be deemed to have abandoned their recall right.

An employee who is required to give two (2) weeks notice to another employer shall be deemed to be in compliance within the ten (10) day limit for reporting to work provision.

7.19 No New Employees

A new employee shall not be hired until qualified laid off employees have been given a recall opportunity.

7.20 Loss of Seniority

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

An employee shall lose their seniority when:

- a) They are discharged for just cause and is not reinstated;
- b) They resign in writing, and does not withdraw the resignation within two (2) days;
- c) They are absent from work in excess of five (5) working days without cause, or without notifying the Village, unless such notice was not reasonably possible;
- d) They fail to return to work within ten (10) calendar days after being recalled, unless absent for just cause with the Village's approval, and such approval shall not be unreasonably withheld.
- e) They are laid off for a period in excess of one (1) year.

#### 7.21 Military Service

Service with the Armed Forces of Canada in time of war or compulsory military service shall not constitute a break in the continuous service and shall not effect an employee's right to return to their employment within a period of six (6) months from their discharge from the Forces.

#### 7.22 Union Leaves/Business

Where the Village grants an employee time off or a leave of absence pursuant to Article 9, they shall not lose seniority rights, and shall be entitled to return to the previously held job.

#### 7.23 Grievances Concerning Lay-Off or Recall

A grievance concerning lay-off or recall shall be initiated at Step 2 of the Grievance Procedure.

## **ARTICLE 8 - JOB DESCRIPTION, POSTING, VACANCIES AND APPOINTMENTS**

### **8.01 Job Description**

The job descriptions for all positions and classifications shall be those established in Schedule "A" attached to and forming part of this Agreement.

### **8.02 Notice of New Position**

If Village establishes a new position, the classification and wage for such position shall be negotiated with the Union and attached to this agreement in the form of a Memorandum of Understanding.

### **8.03 Changes in Classification**

When the duties of work in any classification are changed such that an employee is required to obtain additional skills or training to complete the job, wherein such skills or training become an integral component of the job, the classification and/or pay rate shall be subject to negotiation between the Village and the Union. The reclassification and/or rate of pay shall then be considered retroactive to the date the Union first made the reclassification request.

Prior to the reclassification of an employee by the Village, a discussion will be held with the Union.

### **8.04 Elimination of Change of Classification**

The Village shall not eliminate or change an existing classification without prior agreement with the Union.

### **8.05 Job Postings**

- a) When a vacancy occurs or a new position is created, the Village shall, within one (1) week, notify the Union in writing and post notice of the position on the Bulletin Board (article 1.13) for a minimum of one (1) week. Vacancies for positions outside of the bargaining unit shall also be posted on Bulletin Board.
- b) Where a regular full-time or regular part-time employee will be absent from their position for a period in excess of thirty (30) working days and if they are going to be replaced during this absence, the Village will post a temporary position for a minimum of one (1) week. A regular full-time or part-time employee filling a temporary vacancy shall maintain their status while in that position.

#### 8.06 Information of Job Posting

Job postings shall contain the following information:

- a) Nature of position,
- b) Qualifications, skills, knowledge and education required,
- c) Wage or salary rate or range,
- d) Closing date for applications to the position. The Village shall ensure that all postings are open to both male and female applicants, and that qualifications are not established in a discriminatory manner.

- 8.07 Following the processing of applications, the Village shall conduct interviews for those employees meeting the posted requirements. Within seven (7) days following the completion of the interviews, the Village shall notify the successful employee of their appointment.

#### 8.08 Qualifying Period

The employee shall be considered as a qualifying employee in their new position for a period of sixty (60) working days. For the purpose of this section, the qualifying period is for the purpose of evaluation only and does not serve as a training period other than the Village providing reasonable orientation and instruction in the new position. Conditional on satisfactory service, the employee shall be declared permanent. In the event the successful applicant proves unsatisfactory in the position during the qualifying period, or if the employee is unable to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of the position shall also be returned to their former position, wage or salary rate, without loss of seniority. This qualifying period may be extended by mutual agreement.

- 8.09 The Village agrees not to place any outside advertisement for a vacancy within the bargaining unit until all member applications have been fully processed.

## **ARTICLE 9 - LEAVE OF ABSENCE**

### **9.01 Unpaid Leave - General**

An employee may be entitled to leave of absence, without pay and without loss of seniority, up to a maximum of three (3) months when they request such leave for good and sufficient cause. Such request shall be in writing and subject to approval by the Village. Applications for extension of such leave, may be granted by the Village upon application from the employee.

### **9.02 Union Leave**

The Village shall grant leave of absence without pay to Union Officers for Union business purposes, or to attend labour seminars and/or labour conventions up to a cumulative maximum of seventy-five (75) days per year. The Union shall submit a request for such leave at least seven (7) days prior to the requested date of the commencement of the leave.

9.03 The Village shall grant a leave of absence without pay to any employee for the business purpose of the Union. Such leave shall not exceed a maximum period of two (2) years at any one time. Application for leave beyond two (2) years shall be subject to a mutual agreement between the Village and the Union.

### **9.04 Bereavement Leave**

An employee shall be granted five (5) regularly scheduled consecutive work days leave, without loss of pay or benefits, in the case of death within the Province, of a parent, wife, husband, common-law spouse, same sex spouse, brother, sister, child, mother-in-law, father-in-law, grandparent, grandchild, sister-in-law, brother-in-law and spouse's grandparents. Where the burial occurs outside the province, two (2) days pay shall be added to the leave for travel time.

### **9.05 Pallbearer Leave**

One (1) day with pay shall be granted to employees to attend a funeral as a pallbearer.



#### 9.06 Special Leave

Employees shall be allowed leave of absence with pay for the following reasons:

<u>Reason</u>	<u>Period</u>
Serious fire or flood in the Employee's home	Up to three (3) days
Marriage of employee	One (1) day if the marriage falls on a working day

#### 9.07 Educational Leave

An employee shall be entitled to a leave of absence with pay to write examinations to upgrade their employment qualifications for the Village.

#### 9.08 Collective Bargaining Leave

Employees who are serving on the collective bargaining team of the Union shall be granted leave with pay for attending collective bargaining meetings held during regular working hours. This leave shall be limited to the renegotiation of an agreement to supersede this Agreement.

The number of employees granted leave with pay for attending collective bargaining meetings held during regular working hours shall be limited to one public works employee and one administrative employee.

#### 9.09 Medical Care Leave

Employees shall be allowed up to three (3) days per year to engage in personal preventive medical/dental health care, provided that such days be used from the employees' accumulated sick leave bank. The Village may request an employee to provide proof of medical/dental care leave, and it may deny paid leave where an employee fails or refuses to provide the requested proof.

#### 9.10 Paid Jury or Court Witness Duty Leave

The Village shall grant leave of absence, without loss of seniority benefits, to an employee when subpoenaed as a juror or witness in any court. The Village shall pay such an employee the difference between their normal earnings and the payment they receive for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee shall present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness, in any matter arising out of their employment, shall be considered as time worked at the appropriate rate of pay.

#### 9.11 Family Care Leave – Sick Leave Deduction

When the employee is the only one available to care for a sick spouse, mother, father, mother in-law, father in-law, child or grandchild, they will be allowed to draw a maximum of five (5) days per year from their sick leave bank to care for sick family members. This shall not apply if there is no sick leave credits.

#### 9.12 Domestic Violence Leave

Employees experiencing domestic violence will be able to utilize up to three (3) days of their accrued sick leave for attendance at related medical appointments, legal proceedings and other necessary activities. Employees who have exhausted their sick leave can utilize their vacation or will be provided time off without pay for such leave.

The employees and Village will only disclose relevant information on a “need to know” basis to protect confidentiality while ensuring workplace safety.

## **ARTICLE 10 - HOURS OF WORK, OVERTIME AND CALL- OUTS**

### **10.01 Administration Employees**

The regular working week for the Office Staff is five (5) days per week, seven (7) hours per day worked between 7:30 a.m. and 4:30 p.m. during which period employees are entitled to one (1) fifteen (15) minute rest break with a sixty (60) minute *unpaid* lunch break, for a total of thirty-five (35) hours per week.

### **10.02 a) Public Works Employees**

The regular work week for public works employees is five (5) days per week, eight (8) hours per day, with one-half (1/2) hour unpaid lunch, worked from 7:00 a.m. to 3:30 p.m. during which period employees are entitled to one fifteen (15) minute rest break, for a total of forty (40) hours per week.

### **b) Casual Administration Employees**

The Village may establish such shifts as may be deemed necessary by the Village provided that a regular shift shall not exceed seven (7) hours per day and that, where a shift exceeds four (4) hours, an *unpaid* meal break of not less than sixty (60) minutes will be provided.

10.03 The regular working week, together with the hours of work, may be varied by mutual agreement between the Village and the Union under special circumstances.

### **10.04 Management Relief**

- a) During the absence of the Public Works Foreman or the CAO the Village may appoint a Lead Hand to assume the day-to-day responsibilities of the Public Works Foreman or CAO. The Lead Hand shall be paid "Lead Hand Pay" pursuant to Schedule "B" in addition to their regular hourly rate for all hours during which Lead Hand responsibilities are assigned.
- b) For the purpose of this article, the term "day-to-day responsibility" shall include decisions relating to operational tasks. Without limiting the generality thereof, "day-to-day responsibility" shall not include disciplinary action under this agreement, negotiations or administration of third-party contracts, reports to Council, or budget decisions.

- c) Notwithstanding any other clause in the Collective Agreement, when an employee is acting in a higher paid position for one (1) month or longer they shall be entitled to the higher rate of pay for an amount of time specified or upon the employee returning to their position. When acting in the capacity of CFO/CO, an employee will receive an additional ten dollars (\$10.00) per hour.

#### 10.05 Overtime

All work performed by an employee before or after a regular working day, a regular working week, or on a statutory holiday shall be deemed to be overtime work.

#### 10.06 Overtime Rates

Overtime shall be paid for at the rate of time and one half (1 ½) for the first five (5) hours in any day and double time (2x) thereafter, however, overtime shall not be paid for less than fifteen (15) minutes.

#### 10.07 Multiplier Limitation

The overtime pay rate multiplier shall apply exclusively to an employee's regular hourly rate of pay to determine the rate for overtime worked, and it shall not apply to any other compensation to which an employee may be entitled under this agreement.

#### 10.08 Accumulation of Overtime

- a) Employees shall be allowed to accumulate overtime in an "Overtime Bank" to a maximum balance of one hundred (100) hours.
- b) An employee may request, and the Village may, at its sole discretion, approve in writing the accumulation of banked overtime in excess of one hundred (100) hours.
- c) An employee may request annually a payout of all, or a portion of their accumulated banked time.

- 10.09 An employee may use accumulated overtime from their "Overtime Bank" during a "Low Activity" period if approved by the Village and shall be entitled to receive one (1) hour of paid leave of absence, to be taken in conjunction with seven (7) hours or six (6) hours of banked overtime. Approvals shall not be unreasonably denied.

#### 10.10 Overtime Meal Allowance

An employee required to work in excess of ten (10) consecutive hours shall be entitled to a meal break of one (1) hour paid at the employee's regular rate of pay, and a meal allowance in the amount fifteen (\$15.00) dollars.

#### 10.11 On Call Duty

The Village may request an employee to be "On Call." Being on "On Call" shall mean to be available to respond for work within thirty (30) minutes of receiving an authorized call on regular working days between the hours of 3:30 p.m. and 7:00 a.m. on the following day, and at any time on a Saturday, Sunday, or Statutory Holiday.

10.12 Not later than December 1 in each year of this agreement, the Village shall establish an "On Call" schedule for the following calendar year.

10.13 The "On Call" schedule shall provide for a minimum 3-person rotation of 7-day "On Call" duty periods, with the exception of sickness and vacations. The Village, when preparing or amending the on call schedule, will endeavour to ensure that no one (1) employee will be unduly disadvantaged with repeat statutory holiday coverage in consecutive years.

10.14 For every 7-day "On Call" duty period served, an employee shall be entitled to two (2) days leave with full pay to be taken in conjunction with the next regularly scheduled off-duty weekend, unless when operational conditions require that an employee bank their "On Call" leave entitlement.

10.15 Employees may exchange or trade "On Call" duty assignments, either for a single day or for a full duty period, subject only to the Village being informed, in writing and signed by all employees involved in the exchange, of any deviation from the posted "On Call" schedule.

10.16 Employees shall endeavour to take their vacations so as not to interfere with the posted "On Call" schedule. Where a conflict between an employee's posted "On Call" assignment and their preferred vacation occurs, the Village may revise the "On Call" schedule to accommodate the employee's vacation preference.

10.17 The Village shall post a list of authorized calls, as referred to in article 10.11 for the purpose of responding to "On Call" duties.

10.18 When an employee serving "On Call" duty receives an authorized call, they shall be entitled to overtime pay pursuant to the provisions of this agreement.

10.19 Minimum Guarantee on Reporting for Work

An employee required to report for work before 5:00 a.m. or after 4:00 p.m. on any day from Monday to Friday inclusive, excepting statutory holidays, shall be paid at the applicable rate of overtime pay for the actual hours worked, or four (4) hours at their regular rate of pay, whichever is the greater amount.

10.20 Differentials

An employee working with asphalt, storm and sanitary sewer, garbage or street sweeping shall receive differential pay in the amount of seventy-five (75) cents per hour in addition to the regular or applicable overtime rate of pay.

10.21 Wages

The regular rates of pay shall be those established in Schedule "B" attached to and forming part of this Agreement.

10.22 Employees shall be paid bi-weekly on Wednesdays.

## **ARTICLE 11 - STATUTORY HOLIDAYS AND ANNUAL VACATIONS**

### **11.01 Statutory Holidays**

The following days shall be recognized as statutory holidays:

New Year's Day	Canada Day	Remembrance Day
Good Friday	British Columbia Day	Christmas Day
Easter Monday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	"Floating Day"
Family Day		

and all those days proclaimed to be holidays from time to time by the Village, the Government of British Columbia, or the Government of Canada.

"Floating Day" is a day that is equal in all aspects to a statutory holiday, to be taken at a time of an employee's choice, provided that the employee has served not less than seven (7) days' notice to the Village. A dispute concerning an employee's day of choice shall be resolved in accordance with the grievance procedures, provided always that an employee shall be entitled to their "Floating Day" during the year in which the statutory holiday is earned.

- 11.02 Employees who have not obtained seniority with the Village shall be entitled to a "Floating Day" during each calendar year, after having worked thirty (30) days in that year
- 11.03 An employee shall receive a day off with pay at their regular rate on the statutory holidays listed in section 11.01, provided that the employee did work their scheduled days of work immediately preceding and following the statutory holiday. For the purpose of this section, an employee shall be deemed to have worked their scheduled day, if the employee is entitled to paid leave on such day pursuant to this agreement.
- 11.04 In addition to statutory holiday pay, and notwithstanding any other overtime pay provisions but subject to the minimum call out pay provisions of this agreement, an employee called out to work on a statutory holiday shall be paid at a rate twice (2x) the employee's regular rate of pay for all hours worked on that day.
- 11.05 When a statutory holiday falls on a Saturday or Sunday and is not declared or proclaimed as being observed on some other day, the next regular working day shall be observed as the statutory holiday.
- 11.06 When a statutory holiday falls on an employee's scheduled day off or approved paid leave, the employee shall receive one day's pay in lieu of the statutory holiday, or another day off with pay at a mutually agreed time.

#### 11.07 Annual Vacations

In each year and on the date of their employment anniversary, an employee shall receive vacation credits, and subsequently be granted vacations earned, as follows:

- |  |                  |
|--|------------------|
| a) on completion of 1 to 4 years of employment     | 3 weeks per year |
| b) on completion of 5 to 10 years of employment    | 4 weeks per year |
| c) on completion of 11 to 19 years of employment   | 5 weeks per year |
| d) on completion of 20 years of employment or more | 6 weeks per year |

Upon twenty-five (25) years worked an employee shall receive five (5) additional working days vacation as a one-time credit to the employee's vacation bank to be used within five (5) years. The employee will receive the same credit following the completion of each additional five (5) years of employment with the Village thereafter.

- 11.08 An employee's annual vacation entitlement shall be reduced by one-twelfth (1/12) for each month of unpaid leave taken during the year.
- 11.09 For the purpose of computing an employee's vacation pay, a week shall be equal to the employee's regular working week (e.g. 35 or 40 hours for a regular full-time employee, proportionately less for a regular part-time employee).
- 11.10 Vacation credits shall be used within one year of being earned, except where, at the discretion of the Village, the Village has approved an employee's request to carry forward their vacation credits for one year.
- 11.11 Subject to operational requirements as determined by the Village, the Village shall endeavour to approve an employee's vacation at the times requested by the employee. Employees may request written confirmation of their assigned vacation time(s), and when so requested, a written confirmation shall be provided to the employee by the Village.

Where two (2) or more employees bid on the same vacation period and operational requirements permit only one (1) employee to take that vacation period, then the most senior employee shall have their choice of that period.



## **ARTICLE 12 - GENERAL PROVISIONS AND CONDITIONS OF EMPLOYMENT**

### **12.01 Employment Abandoned**

An employee who is absent from work for a period of five (5) consecutive working days without cause, and who fails to notify the Village stating the reason for their absence, shall be seen to have abandoned their employment.

### **12.02 Employees Notice of Termination**

Except as otherwise provided in this Agreement, an employee shall give the Village two (2) weeks' notice of termination of employment.

### **12.03 Employer's property**

On serving notice of termination, an employee shall return all Village property in their possession to the Village.

### **12.04 Badges and Insignia**

Employees shall have the right to wear Union pins or badges during working hours.

### **12.05 Disciplinary Procedure**

An employee to be interviewed for disciplinary purpose shall receive one day's notice of such interview. The employee shall have the right to have a Union representative present during such interview.

### **12.06 Private Vehicle Use**

Where an employee is required to use a personal vehicle for work purposes, the Village shall pay compensation for the use of such vehicles at the applicable Village rate.

### **12.07 Wellness/Physical Fitness Allowance**

The Village will reimburse regular full-time and regular part-time employees, upon submission of acceptable receipts, expenses for pre-approved activities, Sports equipment, and programs relating to improved physical fitness and emotional health, up to two hundred and fifty (\$250.00) dollars per year. Any un-used allowance will not be carried over to the following year.

### Program Guidelines

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

1. Fitness centre and pool membership or drop in fees;
2. Structured exercise classes;
3. Tobacco cessation programs;
4. Team or individual sport registration;
5. Ski passes;
6. Golf passes;
7. Ebikes, mountain bikes, or street bikes;
8. Fitness and sport equipment (such as skis, running shoes, paddle boards, kayaks, tennis rackets, golf shoes, etc.); and
9. Any other expenses that are not listed which will be reviewed to ensure there is a fitness related aspect to the claim and supports the goals of the wellness program.

## **ARTICLE 13 - SICK LEAVE**

- 13.01 Employees shall earn sick leave credits at the rate of one (1½) days per month to a maximum of one hundred and forty (140) days.
- 13.02 In the event of illness, an employee shall be entitled to paid sick leave at their regular rate of pay up to the total amount of sick leave credits accumulated.
- 13.03 Notwithstanding section 13.02, the Village may require written confirmation from a medical doctor of the illness for which sick leave is claimed when an employee is claiming more than 3 consecutive days of sick leave. An employee who fails to provide written confirmation from a medical doctor when required to do so by the Village shall not be entitled to paid sick leave. On presentation of a receipt, the Village shall compensate an employee for a charge levied by a medical doctor for the required written confirmation of illness.
- 13.04 A laid off employee having been recalled shall be entitled to paid sick leave provided:
- a) that the illness occurs on a day the employee is scheduled to work, and
  - b) that paid sick leave ceases on the day the employee is scheduled to be laid off.
- 13.05 An employee prevented from performing their regular work due to an accident or illness recognized by WorkSafeBC shall be paid by the Village at a rate equal to the WorkSafe BC benefit, and the WorkSafeBC payment shall be issued to the Village.
- 13.06 The Village will attempt to provide an employee unable to perform their regular duties due to injury or illness with alternate suitable employment.
- 13.07 Sick Leave Payout - Retirement

All employees shall, upon retirement, pursuant to the provisions of the Public Sector Pensions Plan Act in accordance with Village Policy, become eligible for and receive a cash gratuity payment, at the employee's current base rate of pay, based on the following percentage of their accumulated sick leave, if any, on the following scale: after five (5) years of service, twenty (20%) percent and an additional two (2%) percent per year thereafter to a maximum of one hundred and forty (140) working days.

## **ARTICLE 14 - PARENTAL AND COMPASSIONATE LEAVE**

### **14.01 Pregnancy and Parental Leave**

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

#### **Beginning**

- i. no earlier than thirteen (13) weeks before the expected birth date, and
- ii. no later than the actual birth date, and

#### **Ending**

- i. no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and
- ii. no later than seventeen (17) weeks after the actual birth date.

- 1.1 An employee who requests leave under section 1 after giving birth to a child is entitled to up to seventeen (17) consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the birth and ends no later than seventeen (17) weeks after that date.
- 2) An employee who requests leave under this section after the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave that begins on the date of the termination of the pregnancy and ends no later than (6) weeks after that date.
- 3) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, they are unable to return to work when their leave ends under subsection 1) or 2).
- 4) A request for leave must:
  - a) be given in writing to the Village,
  - b) if the request is made during the pregnancy, be given to the Village at least four (4) weeks before the day the employee proposes to begin leave, and
  - c) if required by the Village, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the

pregnancy terminated or stating the reasons for requesting additional leave under subsection 3).

- 5) A request for a shorter period than six (6) weeks' leave under section 1) or 1.1 must,
  - a) be given in writing to the Village at least one (1) week before the date the employee proposes to return to work, and
  - b) if required by the Village, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

6) Parental Leave

- a) An employee who requests parental leave under this section is entitled to,
  - i. for a birth parent who takes leave under Article 14.01 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-one (61) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under section 1 or 1.1 unless the Village and employee agree otherwise.
  - ii. for a birth parent who does not take leave under section 1 or 1.1 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-two (62) consecutive weeks of unpaid leave beginning after the child's birth and within seventy-eight (78) weeks after that event, and
  - iii. for an adopting parent, up to sixty-two (62) consecutive weeks of unpaid leave beginning within seventy-eight (78) weeks after the child is placed with the parent.
- b) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under section 6 (a).
- c) A request for leave must
  - i. be given in writing to the Village,
  - ii. if the request is for leave under section (6) (a) or (b), be given to the Village at least 4 weeks before the employee proposes to begin leave, and

- iii. if required by the Village, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- d) An employee's combined entitlement to leave under Article 14.01 is limited to seventy-eight (78) weeks plus any additional leave the employee is entitled to under sections 3.

## **ARTICLE 15 - BENEFITS AND HEALTH CARE PLANS**

### **15.01 Municipal Pension Plan**

- a) Regular full-time employees shall be enrolled in the *Municipal Pension Plan* upon successful completion of their probationary period and in compliance with the rules of the *Municipal Pension Plan* as established under the *Public Sector Pension Plans Act*.
- b) Regular part-time employees shall be enrolled in the *Municipal Pension Plan* upon completion of 2 years of continuous employment with earnings of not less than 35% of the year's maximum pensionable earnings in each of 2 consecutive calendar years, and in compliance with the rules of the *Municipal Pension Plan* as established under the *Public Sector Pension Plans Act*.

### **15.02 Group Life Insurance Plan/Accidental Death & Dismemberment Plan**

- a) The Village shall provide group life insurance coverage for regular full-time and regular part-time employees working a minimum of 20 hours per week to an amount equal to twice (2x) an employee's regular annual earnings. Amounts of insurance in excess of \$100 000 require evidence of an employee's good health before coverage of the excess amount.
- b) The Village shall provide group accidental death and dismemberment insurance coverage for regular full-time and regular part-time employees working a minimum of 20 hours per week to an amount equal to the amount payable under the employee's group life insurance plan.
- c) An employee shall enroll in the Village's group insurance plans provided under this section on completion of the probationary period.
- d) The Village shall pay the full cost of the premiums for the insurance plans provided under this section.

### **15.03 Long Term Disability**

- a) The Village shall provide group long-term disability insurance coverage for regular full-time and regular part-time employees working a minimum of twenty-eight (28) hours per week to an amount equal to seventy percent (70%) of an employee's regular annual earnings to a maximum of \$3500 monthly benefit. Amounts of insurance in excess of \$3000 per month require evidence of an employee's good health before coverage of the excess amount.

- b) An employee shall sign up to the Village's group long-term disability insurance plan provided under this section on completion of the probationary period.
- c) The Village shall pay the full cost of the premiums for the insurance plan provided under this section.

#### 15.04 Medical Plans

- a) The Village shall enroll all regular full-time and regular part-time employees in the Basic B.C. Medical Plan and an Extended Health Benefit Plan.
- b) The Village shall pay the full cost of the premiums for the insurance plans provided under this section for its employees and their dependents.

#### 15.05 Extended Health

Extended Health benefits will be reimbursed one hundred percent (100%).

Physio to an annual maximum of five hundred (\$500.00) dollars.

Massage to an annual maximum of six hundred (\$600.00) dollars.

Chiropractor & Naturopath are combined to a maximum of two hundred (\$200.00) dollars.

#### 15.06 Dental Plan

- a) The Village shall provide a dental plan for all regular full-time and regular part-time employees, and such plan shall provide for the following benefits:
  - i. Plan "A" benefits to a maximum of 100% of service costs;
  - ii. Plan "B" benefits to a maximum of 100% of service costs,
  - iii. Plan "C" benefits to a maximum of 75% of service costs or three thousand dollars (\$3,000) whichever is the lesser amount.
- b) The Village shall pay the full cost of the premiums for the insurance plans provided under this section for its employees and their dependents.

#### 15.07 Vision Care

- a) The Village shall provide a vision care insurance plan for regular full-time, regular part-time employees, and their dependents with a benefit amounting to-six hundred and fifty dollars (\$650.00) over twenty-four (24) month period.



- b) Eye examination every two (2) years will be covered under the extended health provisions.
- c) The Village shall pay the full cost of the premium for the insurance plan provided under this section for its employees and their dependents.

15.08 Employee and Family Assistance Plan (EFAP)

- a) The Village shall provide group employee and family counselling assistance coverage for regular full-time and regular part-time employees working a minimum of fifteen (15) hours per week.
- b) An employee shall enroll in the Village's group EFAP plan provided under this section on completion of the probationary period.
- c) The Village shall pay the full cost of the premiums for the insurance plan provided.

## **ARTICLE 16 - SAFETY**

16.01 A safety committee comprised of the employees, the Public Works Foreman and the CAO (or designate) shall hold a monthly safety meeting, and the Village shall provide the Union with a summary report of the issues raised at the safety meeting.

The Parties shall concern themselves with the following matters:

- a) To work together towards promoting occupational health and safety practices for the benefit of both the employee and the Union and the Village.
- b) All unsafe or dangerous conditions shall be taken up and dealt with at meetings of the Committee.
- c) Reviewing questions and suggestions from employees related to safety and sanitation on the job.
- d) Make recommendations to the Village respecting any matters pertaining to safety and unsafe or dangerous conditions.
- e) To ensure that all Workers Compensation board rules and regulations are understood and applied as required.
- f) Mutually agreed recommendations will be implemented within reasonable time and subject to funds available in the current budget based on priorities.
- g) A Village and a Union representative shall be designated as joint Chair and shall alternate in presiding over meetings.

16.02 Attendance at the monthly safety meeting shall be considered to be time worked, and attending employees shall be paid at their regular rate of pay.

16.03 a) The Village shall supply and maintain, at its cost, work and safety gloves, two pairs of coveralls per year, safety helmets and rubber boots to all employees working in any dirty or dangerous capacity. Coveralls damaged in the course of assigned work are to be replaced in addition to the two pair per year limit.

- b) A public works employee shall, on presentation of an invoice for repairs or proof of purchase, be entitled to an annual safety boot allowance to a maximum of two hundred and twenty-five (\$225) dollars. An un-used boot allowance may be carried forward from year to year, provided that the maximum allowance does not exceed four hundred and fifty (\$450) dollars.

16.04 The Village shall compensate employees for the full cost of one pair of standard prescription safety lenses and frames per employee, one (1) pair every two (2) years or at the discretion of the Village.

## **ARTICLE 17 - SWIMMING POOL EMPLOYEES**

Village of Warfield and CUPE 2087 hereby agree that the following Definition and Terms and Conditions will be applied to all Warfield Swimming Pool Employees:

- 17.01 Wherever there is found to be a conflict between this Article 17 and the Articles elsewhere in the Collective Agreement, this Article 17 shall apply.
- 17.02 Definition — "Swimming Pool Employee" means an employee hired for a specific period of time not to exceed five (5) months. Swimming Pool Employees are entitled to statutory benefits only. They do not accumulate sick time. They accumulate seniority for the sole purpose of returning to work at the swimming pool if they are hired the following year.
- 17.03 Those employees giving lessons will be paid an additional fifteen (15) minutes at the beginning of each shift and an additional fifteen (15) minutes at the end of each shift to allow for preparations.
- 17.04 Swimming Pool Employees may purchase the Village of Warfield standard benefit package at their own expense after successful completion of a ninety (90) day probationary period.
- 17.05 Hours of work:
- a) The Employer has the right to:
    - i. Establish hours of work that result in split shifts, and
    - ii. Require a Lifeguard to work six (6) consecutive days in order to cover shift changes.
    - iii. Shifts can occur on a twenty-four (24) hour basis.
  - b) The minimum number of hours per shift for which a Swimming Pool Employee for guarding shall be paid will be in accordance with the Employment Standards Act.
  - c) Swimming Pool Employees shall not be left guarding on the pool deck for longer than two (2) hours at a time.
  - d) Those employees giving lessons will be paid one (1) additional hour per lesson set to allow for preparations and reporting time.

17.06 The Employer requires Swimming Pool Employees to be able to maintain the physical standards as set out in the National Lifeguard Service Certification.

- a) The Employer has the right to request pool employees to perform the physical standard items in the above award at any time to the minimum legal standard;
- b) If they do not meet this requirement, the employee will be suspended without pay until they are capable of meeting the requirement.
- c) Grievance procedures as per Collective Agreement for this section.
- d) All new employees will be given proper orientation and training before the start of their first shift and ongoing training shall be provided to all pool staff as required by the Village.

17.07 Swimming Pool Employees are required to attend in services as scheduled by the Manager Recreation Facility/Head Lifeguard.

For the purpose of in-service training, employees shall be paid a minimum of two (2) hours at straight time.

17.08 Swimming Pool Employees are required when requested to attend staff meetings. Staff meetings will be paid at straight time.

17.09 Staff Attire: The Employer agrees to provide, at its cost, a uniform consisting of:

- One shirt
  - Fanny pack
  - Hat
  - Whistle
  - Sunscreen (to be purchased by the Pool Manager)
- a) Uniforms to be worn only in the execution of duties performed for the Village.
  - b) Uniforms to be returned at the end of each pool year.

- c) The Employer agrees to provide every Swimming Pool Employee with a fifty (\$50.00) allowance annually for the purchase of footwear and shorts to be worn while working at the Swimming Pool.

17.10 Scheduling and Shift Changes: Once a shift schedule has been set, changes will only be made for reasons of sickness, accident, authorized leave of absence, or due to the scheduling of special events, private parties and pool rentals.

- a) Where reasonable and possible, the Manager Recreation Facility/Head Lifeguard may amend the shift schedule.
- b) Shift schedules will be prepared for commencement of such shifts.
  - i. Instructional shifts (lessons) will be prepared forty-eight (48) hours in advance of commencement of such shifts, and
  - ii. Guarding shifts will be prepared two (2) weeks in advance of commencement of such shifts.
  - iii. All shifts must be scheduled in order of positions and seniority.
- c) For the purpose of extra shifts, they will be distributed on an equitable basis where reasonably possible amongst employees who are qualified and who have indicated they wish to be called.
- d) Where an employee has refused a shift three (3) consecutive times, they will no longer have to be called for the duration of the season.
- e) It is understood that a Senior Guard must be on shift at all times.
- f) Where an employee misses a shift that is scheduled, without proper authorization or just cause, they may be open to investigation that may lead to discipline.
- g) Where an employee misses three (3) shifts, within a season, without proper authorization or just cause, the Village may terminate the employment immediately.

17.11 Overtime hours shall be defined as any hours worked that are more than forty (40) hours per week and/or eight (8) hours per day, with a work week defined as Monday - Sunday.

- a) All overtime hours shall be paid out at the rate specified in this Collective Agreement.
- b) Swimming Pool Employees are not entitled to shift premiums.

17.12 The Village Shall pay wages to its Swimming Pool Employees in accordance with Schedule "C". The pay period for employees shall be biweekly and payday shall be every second Wednesday.

## **ARTICLE 18 - WAGE SCHEDULES, ATTACHMENTS AND ADDENDUMS**

18.01 Employees shall be paid, and shall receive benefits, in accordance with this Agreement, including all attached Schedules, Memorandums, and Letters of Understanding.



## **ARTICLE 19 - VARIATIONS**

19.01 Any changes to this Agreement deemed necessary by either party may be made by mutual agreement at any time during its term. All such changes shall be made in the form of a Letter of Understanding. Such Letter of Understanding, once signed by the Village and by the Union, shall be attached to and form part of this Agreement.

## **ARTICLE 20 - PRINTING OF AGREEMENT**

- 20.01 a) The Union shall be responsible for amending and drafting the Collective Agreement.
- b) The cost of printing and supplying of the Collective Agreement to the employees shall be shared equally by the Village and the Union.

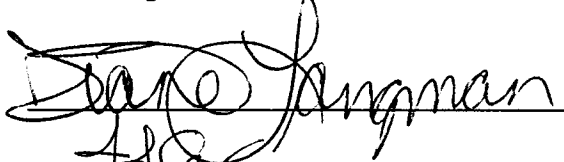
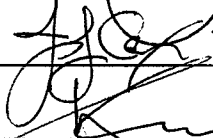
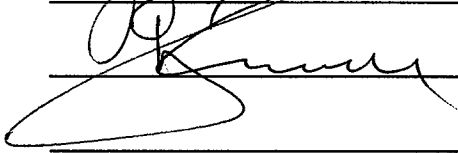
## **ARTICLE 21 - EFFECTIVE AND TERMINATING DATES**

- 21.01 a) This Agreement shall be effective from March 1, 2021 and shall remain in force until February 29, 2024.
- b) Notwithstanding the term fixed in this section, this Agreement shall not terminate on the stated date unless notice in writing of the termination has been given by one party to the other within four (4) months, but not less than two (2) months, immediately preceding the stated termination date. Either Party may, within the period of four (4) months immediately preceding the termination date of this Agreement, serve notice to the other Party to commence collective bargaining.

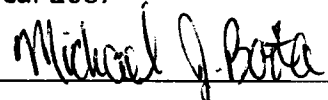
IN WITNESS WHEREOF the Parties have caused these presents to be signed by their respective officers thereunto lawfully authorized in that behalf, this 16<sup>th</sup> day of April, 2021.

Signed on behalf of:

The Village of Warfield

  
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Canadian Union of Public Employees,  
Local 2087

  
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## **SCHEDULE A JOB DESCRIPTIONS**

### **STUDENT**

(Student Rate)

### **ACCOUNTABILITY**

Reporting to and receiving direction from the designated co-ordinator.

### **SCOPE**

Casual position, limited to summer school vacations.

### **QUALIFICATIONS**

Physically fit and some prior work experience.

Valid B.C. class 5 (standard transmission) drivers license.

### **SPECIFIC DUTIES**

Perform manual labour and operate minor equipment such as, but not limited to, lawn mowers, etc.

### **CONDITIONS**

Bona fide High School Graduate, College or University student with declared intention of returning to school. No benefits provided in this agreement, save statutory, shall be provided in conjunction with student employment. Student employees shall not be entitled to seniority rights.

## **GENERAL LABOUR**

(Pay Grade 1)

### **ACCOUNTABILITY**

Reporting to and receiving direction from the Public Works Foreman or such person as may be appointed to act on behalf of the Public Works Foreman.

### **SCOPE**

Casual Position

### **QUALIFICATIONS**

- Ability to perform such tasks as may be assigned from time to time.
- Valid B.C. Class 5 driver's license with an air brake endorsement is required.
- General understanding of the use of municipal tools and equipment.
- Be physically fit and able to perform labour intensive work.
- Ability to exercise courtesy when working with employees, contractors, and the general public.

### **SPECIFIC DUTIES**

Perform such task as may be commensurate with qualifications.

### **CONDITIONS**

Membership eligibility in CUPE Local 2087.

## **RECREATION PROGRAMMER**

(Pay Grade 2)

### **ACCOUNTABILITY**

Reporting to and receiving direction from the CFO/CO/CAO.

### **SCOPE**

- Research and develop quality sport, recreation and leisure programs for implementation.
- Complete needs assessment to determine the programs that are required.
- Create and implement the most appropriate programs.
- Ensure that a wide range of sport, recreation and cultural programs are provided.
- This position shall be established at a minimum of 10 hours of work per week and the hours of work shall be flexible to meet assigned duties and responsibilities, as determined by the CFO/CO/CAO.

### **QUALIFICATIONS**

- Competence in general office procedures and the use of office equipment.
- Competence in all aspects of recreation programming at a level appropriate to community requirements, acquired through practical work experience and recreation courses.
- Valid BC class 5 driver's license.

### **SPECIFIC DUTIES**

- Develops, implements, and evaluates recreation and cultural services that meet the needs and desires of the community.
- Provides recreation services and programs competently and in a professional and courteous manner and ensure that all employees and sub-contractors conduct themselves similarly.
- Establishes and maintains effective working relationships with community groups, associations, schools, the public, and other Village departments.
- Represents Recreation Programming in a variety of settings which could include Village Committees, community meetings, or partnership situations where appropriate.
- Prepares administrative reports which include, but are not limited to, program statistics and budget information.
- Commits to continuous analysis and evaluation of program delivery efficiency, effectiveness, and revenue generation.
- Promotes all programs and services through a variety of means, including radio and print advertising, Web page promotions, Facebook and brochures promotion.
- Performs other duties as required.

### **CONDITIONS**

Membership eligibility in CUPE Local 2087.

## **ADMINISTRATIVE CLERK I**

(Pay Grade 1)

### **ACCOUNTABILITY**

Reporting to and receiving direction from the CFO/CO/CAO

### **SCOPE**

- Performing administrative tasks relating to the Village's corporate services.
- Responsible for responding to all public inquiries.
- This position shall be established at 20 hours of work per week.
- The hours of work shall be flexible to meet assigned duties and responsibilities.

### **QUALIFICATIONS**

- Competence in general office procedures and the use of office equipment, acquired through generally recognized courses, practical work experience, or a combination thereof.
- Competence in all aspects of bookkeeping and accounting tasks acquired through recognized accounting courses supplemented with practical work experience.
- Valid BC driver's license.

### **SPECIFIC DUTIES**

- Performing administrative and clerical duties and other tasks as required by the CFO/CO/CAO.
- Performing bookkeeping and accounting tasks including but not limited to;
- Filing, coding, data entry, bank deposits, account reconciliations.
- Performing payroll, property taxation, Accounts Receivable, Accounts Payable, and Utility Billing related tasks.

### **CONDITIONS**

Membership eligibility in CUPE Local 2087.

## **ADMINISTRATIVE CLERK II**

(Pay Grade 2)

### **ACCOUNTABILITY**

Reporting to and receiving direction from the CFO/CO/CAO

### **SCOPE**

- Perform all accounting duties including, but not limited to, accounts payable, payroll, accounts receivable, property taxes, utilities and cash receipts. Other duties include any clerical tasks, processing accounting transactions, reconciliations, creating and maintaining spreadsheets and data reconciliation of general ledger accounts.
- Act as a liaison with the public, communicating in a courteous and effective manner.
- The position shall be established at 35 hours of work per week.

### **QUALIFICATIONS**

- Competence in general office procedures and the use of office equipment, acquired through generally recognized courses, practical work experience, or a combination thereof.
- Competence in all aspects of bookkeeping and accounting tasks acquired through recognized accounting courses supplemented with practical work experience.
- Valid BC driver's license.
- Must possess a willingness to participate in training sessions to develop or enhance required skills.
- Must be able to function as part of a cohesive work team who know how to communicate and share a common work load to maximize the skills and talents of the individual members. All team members will be cross-trained and will share the ability to perform all of the duties and tasks required to provide service to the Council and residents of the Village.

### **SPECIFIC DUTIES**

- Perform administrative and clerical duties and other duties as required by the CFO/CO/CAO.
- Perform bookkeeping and accounting tasks including but not limited to; filing, coding, data entry, bank deposits, account reconciliations.
- Perform Payroll, Property Taxation, Accounts Receivable, Accounts Payable and Utility Billing related tasks.
- Responding to Public questions and requests, administration of rental facilities, produce village publications.

### **CONDITIONS**

Overtime duty and call-out duty, as required by the CFO/CO/CAO.  
Membership eligibility in CUPE Local 2087.



## **PUBLIC WORKS OPERATOR I**

(Pay Grade 3)

### **ACCOUNTABILITY**

Reporting to and receiving direction from the Public Works Foreman or such person as may be appointed to act on behalf of the Public Works Foreman.

### **SCOPE**

- Actively participating in the operation and maintenance of all municipal infrastructure and assets, operating such equipment as qualifications permit.
- Thorough knowledge of municipal infrastructure,
- Knowledge of Work Safe BC regulations.

### **QUALIFICATIONS**

- Ability to perform such tasks as may be assigned from time to time.
- Competence in the use of municipal tools and equipment. Be physically fit and able to perform labour intensive work.
- Ability to exercise courtesy when working with employees, contractors, and the general public.
- Must possess a willingness to participate in training sessions to develop or enhance required skills.
- This position requires team work and commitment to provide the highest level of service to the community.
- Valid BC Class 3 driver's license.

### **SPECIFIC DUTIES**

- General maintenance and inspection of the following services:
- Storm Drainage
- Sanitary Sewer
- Potable Water Distribution System
- Roads
- Municipal Parks and Lands
- Municipal Facilities and Structures
- Municipal Vehicles
- Public Works Department Tools and Equipment
- Snow Removal
- Swimming Pool

### **CONDITIONS**

Membership eligibility in CUPE Local 2087.

Overtime duty and on call duty as required by the Public Works Foreman.

## **SEASONAL/ON CALL**

(Pay Grade 3)

### **ACCOUNTABILITY**

Reporting to and receiving direction from the Public Works Foreman or such person as may be appointed to act on behalf of the Public Works Foreman.

### **SCOPE**

To establish an on-call list for snow removal within the Village of Warfield.

### **QUALIFICATIONS**

- Must possess and maintain a valid BC Class 3 driver's license.
- Ability to work alone under minimal supervision in safe and efficient manner.
- WHMIS, First Aid and knowledge of Worksafe BC Regulations will be considered an asset.
- Experienced in snowplow operations will be considered an asset.

### **SPECIFIC DUTIES**

Snow removal within the Village of Warfield.

### **EXTRANEIOUS DUTIES**

Require overtime duty and call-out duty as required by the Public Works Foreman or such person as may be appointed to act on behalf of the Public Works Foreman

### **CONDITIONS**

Membership eligibility in CUPE Local 2087.

## **PUBLIC WORKS OPERATOR II**

(Pay Grade 4)

### **ACCOUNTABILITY**

Reporting to and receiving direction from the Public Works Foreman or such person as may be appointed to act on behalf of the Public Works Foreman.

### **SCOPE**

- Actively participating in the operation and maintenance of all municipal infrastructure and assets, operating such equipment as qualifications permit.
- Thorough knowledge of municipal infrastructure,
- Knowledge of Work Safe BC regulations.
- Valid BC Class 3 driver's license.

### **QUALIFICATIONS**

- Ability to perform such tasks as may be assigned from time to time.
- Ability to operate all public works equipment under all conditions.
- Be physically fit and able to perform labour intensive work.
- Ability to exercise courtesy when working with employees, contractors, and the general public.
- Must possess a willingness to participate in training sessions to develop or enhance required skills.
- This position requires team work and commitment to provide the highest level of service to the community.
- Minimum Level I Water Distribution Certification, as defined by the Environmental Operators Certification Program.
- Minimum Level I Wastewater Collection Certification, as defined by the Environmental Operators Certification Program.
- Level I Occupational First Aid Training, preferred.
- BCRPA Pool Operator I, or equivalent. Level II preferred.

### **SPECIFIC DUTIES**

- General maintenance, repair and inspection of the following services:
- Storm Drainage
- Sanitary Sewer
- Potable Water Distribution System
- Roads
- Municipal Parks and Lands
- Municipal Facilities and Structures
- Municipal Vehicles
- Public Works Department Tools and Equipment
- Snow Removal
- Swimming Pool

### **CONDITIONS**

Membership eligibility in CUPE Local 2087.

Overtime duty and on call duty as required by the Public Works Foreman.

## **SENIOR ADMINISTRATIVE CLERK**

(Pay Grade 5)

### **ACCOUNTABILITY**

Reporting to and receiving direction from the CFO/CO/CAO.

### **SCOPE**

- Perform all accounting tasks relating to the Village's corporate services.
- Provide assistance to the CFO with Financial, Budget, and Year End Reports,
- Responsible for responding to all public inquiries.
- Provide assistance to the Corporate Officer with Council, Bylaw and Policy issues.
- This position shall be established at 35 hours of work per week.

### **QUALIFICATIONS**

- Competence in general office procedures and the use of office equipment, acquired through generally recognized courses, practical work experience, or a combination thereof.
- Competence in all aspects of Financial Accounting acquired through recognized accounting programs supplemented with practical municipal work experience.
- Valid BC driver's license.
- Must possess a willingness to participate in training sessions to develop or enhance required skills.
- Certificate from MATI "Foundations" course, administered by the Municipal Administration Training Institute and LGMA. (Local Government Management Association of BC) is preferred.
- Must be able to function as part of a cohesive work team who know how to communicate and share a common work load to maximize the skills and talents of the individual members. All team members will be cross-trained and will share the ability to perform all of the duties and tasks required to provide service to the Council and residents of the Village.

### **SPECIFIC DUTIES**

- Perform administrative and clerical duties and other duties as required by the CFO/CO/CAO.
- Perform bookkeeping and accounting tasks including but not limited to; filing, coding, data entry, bank deposits, accounts reconciliations.
- Perform Payroll, Property Taxation, Accounts Receivable, Accounts Payable and Utility Billing related tasks.
- Respond to Public questions and requests, administration of rental facilities, produce village publications.

### **CONDITIONS**

Overtime duty and call-out duty.

Membership eligibility in CUPE Local 2087.

## **PUBLIC WORKS FOREMAN**

(Paygrade 6)

### **ACCOUNTABILITY**

- Reporting to the Chief Administrative Officer, the Public Works Foreman is a working supervisor responsible for organizing the safe and efficient day-to-day operations of the public works department. This position provides direct supervision to staff members; including planning and scheduling. Other duties include: processing purchase orders, participating in the yearly budgeting process, writing monthly reports for Council, and memos.
- Based on direction provided by the CAO the Foreman is responsible to develop and execute the annual public works department plan for the operation, inspection, maintenance and repair of the following services:
  - Storm Drainage
  - Sanitary Sewer
  - Potable Water Distribution System
  - Municipal Parks and Lands
  - Roads
  - Municipal Facilities and Structures
  - Municipal Vehicles
  - Public Works Department Tools and Equipment
  - Snow Removal
  - Swimming Pool

### **QUALIFICATIONS**

- A minimum of Grade 12 Education.
- Related work experience.
- A valid Class 5 B.C. Driver's licence with air brake endorsement.
- Chlorine Handling Certification, preferred.
- Minimum Level I Wastewater Collection Certification, as defined by the Environmental Operators Certification Program.
- Minimum Level II Water Distribution Certification, as defined by the Environmental Operators Certification Program.
- Minimum of Level 1 Occupational First Aid Training.
- Must possess a willingness to participate in training sessions to develop or enhance required skills.
- Leadership abilities including: ability to influence others and gain their support and commitment, ability to provide constructive feedback, ability to resolve conflict.
- Excellent communication and interpersonal skills, ability to communicate with tact and discretion when settling requests, complaints, or clarifying information with the public, subordinates, and staff.
- Exercise problem solving and analytical skills, demonstrate ability to create effective action plans to identify diagnose, analyse, and resolve issues.
- Ability to adapt to changing situations and maintain composure.
- Perform physical duties as per Work Safe provisions.

#### OTHER DUTIES

- Obtain quotations, recommend selection and supervises contractors for annual and occasional contract requirements.
- Order supplies as required.
- Participate in the daily work tasks, including but not limited to operating equipment and machinery, engaging in manual labour, etc.
- Perform standby duties when necessary and in accordance with the Collective Agreement.
- Perform other duties as required.

#### CONDITIONS

Overtime duty and on call duty as required.

Membership eligibility in CUPE Local 2087.

The successful candidate must be reliable and self-motivated who can work independently and as a team player.

As a Senior Lifeguard, you should be able to follow the safety procedures of the pool to ensure the protection of the customers, staff and facility; be able to perform tasks assigned by the Pool Manager related to the operation and maintenance of the pool; be familiar with all Pool equipment and how it works; and take charge during the absence of the Pool Manager.

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**DUTIES AND RESPONSIBILITIES:**

- Provide customer service and a positive outlook with the public and other staff members.
- Monitor the activities of the swimmers and ensure their safety.
- Perform lifeguarding duties as per the Lifesaving Society of BC & Yukon standards.
- Instruct swimming lessons, prepare class lessons, student evaluations and maintain student's record sheet.
- Perform the daily, weekly, monthly routine maintenance: pool water testing, hosing, picking up garbage, mopping, refilling supplies, bathroom and change room cleaning and checks, opening and closing procedures, etc...
- Ensure the water chemistry and levels are balanced and adjust, if necessary.
- Be able to take charge of staff and daily tasks when the Pool Manager is absent.
- Mentor the Junior Guards, and other staff members.
- Spear-head and follow through with ideas for "fun" activities, programs and special events that creates an enjoyable time at the facility.
- Address problems and concerns to the Manager Recreation Facility/Head Lifeguard;

- Perform other tasks and duties as assigned by the Manager Recreation Facility/Head Lifeguard.

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## **EDUCATION, KNOWLEDGE AND SKILLS:**

**EDUCATION:** Minimum Grade 11 (minimum 16 years)

**EXPERIENCE:** Minimum 1 year experience as a Lifeguard/Instructor at a Municipal Pool

**LICENSES/CERTIFICATES:**

1. Red Cross Water Safety Instructor (*MUST be CURRENT*)
2. National Lifeguard Service
3. CPR – Level C
4. Standard First Aid/Aquatic Emergency Care
5. Lifesaving Instructor Certificate

**OTHER CERTIFICATES:**

1. Pool Operators Certificate (an asset)
2. Any other Aquatic Awards (an asset)





Village of Warfield

**VILLAGE OF WARFIELD  
SUMMER EMPLOYMENT JOB DESCRIPTION  
POSITION: JUNIOR LIFEGUARD / INSTRUCTOR**

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The successful candidate must be reliable and self-motivated who can work independently and as a team player.

As a Junior Lifeguard / Instructor, you should be able to follow the safety procedures of the pool to ensure the protection of the customers, staff and facility; be able to perform tasks assigned by the Manager Recreation Facility/Head Lifeguard related to the operation and maintenance of the pool; and become familiar with all Pool equipment and how it works.

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**DUTIES AND RESPONSIBILITIES:**

- Provide customer service and a positive outlook with the public and other staff members.
- Monitor the activities of the swimmers and ensure their safety.
- Perform lifeguarding duties as per the Lifesaving Society of BC & Yukon standards.
- Instruct swimming lessons, prepare class lessons, student evaluations and maintain student's record sheet.
- Perform the daily, weekly, monthly routine maintenance: pool water testing, hosing, picking up garbage, mopping, refilling supplies, bathroom and change room cleaning and checks, etc...
- Help with leading games and activities during public swim or special events.
- Report problems and concerns to the Manager Recreation Facility/Head Lifeguard.
- Perform other tasks and duties as assigned by the Manager Recreation Facility/Head Lifeguard.

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## **EDUCATION, KNOWLEDGE AND SKILLS:**

**EDUCATION:** Minimum Grade 10 (minimum 16 years)

**EXPERIENCE:** Minimum 1 year experience as a Lifeguard or Instructor at a Municipal Pool

**LICENSES/CERTIFICATES:**

1. Red Cross Water Safety Instructor Certificate (*MUST be CURRENT*)
2. National Lifeguard Service
3. CPR – Level C
4. Standard First Aid/Aquatic Emergency Care

**OTHER CERTIFICATES:**

1. Lifesaving Instructor Certificate
2. Any other Aquatic Awards (an asset)

The successful candidate must be reliable and self-motivated who can work independently and as a team player.

The Cashier / Receptionist performs reception, telephone inquiries and cashier duties under the supervision of the Manager Recreation Facility/Head Lifeguard.

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**DUTIES AND RESPONSIBILITIES:**

- Greet and admit the public as they enter the pool in a polite and courteous manner.
- Remind them to shower before entering the pool.
- Provide information about the Warfield Pool's programs, lessons, rates and special events over the phone and in-person.
- Book, keep track, write receipts and receive payment for swimming lessons, rentals, swim passes.
- Be responsible for the cleanliness of the Sugar Shack and keeping shelves stocked of merchandise that is sold to the public.
- Ability to handle money, make change, and have workable knowledge of office equipment: cash register, debit machine, and prepare appropriate reports.
- Ability to complete daily End of Day deposits and maintain balanced cash boxes between the Concession and Pool income.
- Keep an accurate record of daily swimmers.
- Assist with the clean up duties at closing time, and perform other duties as assigned by the Manager Recreation Facility/Head Lifeguard

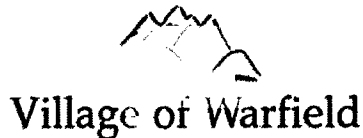
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**EDUCATION, KNOWLEDGE AND SKILLS:**

**EDUCATION:** Minimum Grade 10 (minimum 16 years)

**EXPERIENCE:** Minimum Cashier experience

**LICENSES/CERTIFICATES:** 1. Standard First Aid (*MUST be CURRENT*)  
**OTHER CERTICATES:** 2. Bronze Cross



**VILLAGE OF WARFIELD  
SUMMER EMPLOYMENT JOB DESCRIPTION  
POSITION: SLIDE ATTENDANT**

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The successful candidate must be reliable and self-motivated who can work independently and as a team player.

The Slide Attendant is responsible for the safety of the users of the Water Slide and is under the supervision of the Pool Manager.

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**DUTIES AND RESPONSIBILITIES:**

- Provide quality customer service and remain positive with the public.
  - Provide supervision and be attentive and to ensure the public's safety while using the Waterslide.
  - Monitor the flow of traffic on the Waterslide.
  - Knowledgeable and able to enforce the Rules & Regulations of the Waterslide.
  - Performs assigned maintenance and janitorial duties as required.
  - Relieves for the Cashier/Receptionist during breaks
  - Reports problems and concerns to the Manager Recreation Facility/Head Lifeguard.
  - Perform other tasks and duties as assigned by the Manager Recreation Facility/Head Lifeguard
- 

**EDUCATION, KNOWLEDGE AND SKILLS:**

**EDUCATION:** Minimum Grade 10 (minimum 16 years)

**EXPERIENCE:** Minimum Cashier experience

**LICENSES/CERTIFICATES:**

1. Standard First Aid (*MUST be CURRENT*)
2. Bronze Cross
3. CPR - C



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This Head Lifeguard/Instructor assists the Manager Recreation Facility in providing lifeguarding and instructional services, preventative maintenance services and Warfield Centennial Pool programs, administrative duties and special events. This position will be responsible for on-deck supervision of programs and staff, in the absence of the Manager Recreation Facility, to ensure quality and consistency of program delivery and lifeguarding. Additional responsibilities include training and development of all lifeguarding/waterslide staff, as well as on-deck lifeguarding and program instruction as required.

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**SPECIFIC DUTIES:**

1. Participates in the planning, implementation and evaluation of aquatic programs and special events, based on community needs.
2. Assists in the supervision of part-time staff and volunteers engaged in programs, lifeguarding and maintenance duties. Participates in the development and coaching of staff.
3. Coordinates daily staff assignments in the absence of the Manager Recreation Facility. Ensures appropriate staffing levels, including responding to large bather counts and/or staff illnesses.
4. Assists with administrative duties related to the delivery of Warfield Centennial Pool services as required.
5. Responsible for the supervision of staff in the absence of the Manager Recreation Facility.
6. Coordinates and conducts orientations and in-service training for Lifeguards, Instructors, Waterslide Attendants and volunteers.
7. Enforces the rules and regulations of the Warfield Centennial Pool and ensures that all safety and behavioral standards are maintained.
8. Participates in the planning and development of programs and special events; fosters an enjoyable, exciting atmosphere by leading "fun" activities during sessions.
9. Ensures quality customer service and mechanical/janitorial operation, based on established standards and procedures.
10. Responds to customer inquiries and complaints.

11. Instructs advanced aquatic and first aid courses, assists with volunteer recruitment and training, instructs programs, lifeguards and performs other related duties, all as required.
- 

### **QUALIFICATIONS:**

1. Ability to deal effectively and courteously with the public and fellow staff members.
  2. Effective oral and written communication skills.
  3. Sound knowledge of operating policies and procedures for an aquatic facility.
  4. Required to assist with the training, supervising and evaluating the work performance of aquatic staff.
  5. Required to organize and lead training sessions, advanced lifeguarding and first aid programs and special events.
  6. Ability to prepare and maintain pertinent records and reports.
  7. Previous supervisory experience in an aquatic environment is an asset.
  8. Minimum two-years experience instructing advanced lifeguarding, first aid, and aquatic programs.
  9. Post Secondary education in a related field or a minimum of two-year' experience in aquatic supervision is an asset.
- 

### **REQUIRED CERTIFICATIONS:**

- ✓ Pool Operators Certificate – Level 1
  - ✓ Red Cross Water Safety Instructor (WSI)
  - ✓ National Lifeguard Service (NLS)
  - ✓ Lifesaving Society Instructor (LSI)
  - ✓ AED/CPR – Level C
  - ✓ WHMIS
  - ✓ Aquatic Emergency Care or equivalent First Aid Certificate
  - ✓ Valid B.C. Driver's License
- 

### **PREFERRED CERTIFICATIONS:**

- ✓ National Lifeguard Service Instructor
- ✓ Pool Operator's Certificate – Level II
- ✓ First Aid Instructor
- ✓ Supervisory Training
- ✓ Red Cross Water Safety Instructor Trainer

## **SCHEDULE B PAY RATES**

	Previous Rate	MARCH 1 2021 2%	MARCH 1 2022 2%	MARCH 1 2023 2%
Student	\$ 16.72	\$ 17.05	\$ 17.40	\$ 17.74
<b>PAY GRADE 1</b>	<b>\$ 25.74</b>	<b>\$ 26.25</b>	<b>\$ 26.78</b>	<b>\$ 27.32</b>
General Labourer	\$ 25.74	\$ 26.25	\$ 26.78	\$ 27.32
Administrative Clerk I	\$ 25.74	\$ 26.25	\$ 26.78	\$ 27.32
<b>PAY GRADE 2</b>	<b>\$ 28.85</b>	<b>\$ 29.43</b>	<b>\$ 30.02</b>	<b>\$ 30.62</b>
Recreation Programmer	\$ 28.85	\$ 29.43	\$ 30.02	\$ 30.62
Administrative Clerk II	\$ 28.85	\$ 29.43	\$ 30.02	\$ 30.62
<b>PAY GRADE 3</b>	<b>\$ 30.42</b>	<b>\$ 31.03</b>	<b>\$ 31.65</b>	<b>\$ 32.28</b>
Public Works Operator I	\$ 30.42	\$ 31.03	\$ 31.65	\$ 32.28
Seasonal On-Call	\$ 30.42	\$ 31.03	\$ 31.65	\$ 32.28
<b>PAY GRADE 4</b>	<b>\$ 33.80</b>	<b>\$ 34.48</b>	<b>\$ 35.17</b>	<b>\$ 35.87</b>
Public Works Operator II	\$ 33.80	\$ 34.48	\$ 35.17	\$ 35.87
<b>PAY GRADE 5</b>	<b>\$ 34.69</b>	<b>\$ 35.38</b>	<b>\$ 36.09</b>	<b>\$ 36.81</b>
Senior Administrative Clerk	\$ 34.69	\$ 35.38	\$ 36.09	\$ 36.81
<b>PAY GRADE 6</b>	<b>\$ 39.26</b>	<b>\$ 40.05</b>	<b>\$ 40.85</b>	<b>\$ 41.66</b>
Public Works Foreman	\$ 39.26	\$ 40.05	\$ 40.85	\$ 41.66
Lead Hand	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50

## **SCHEDULE C PAY RATES SWIMMING POOL EMPLOYEES**

	Previous Rate	MARCH 1 2021 2%	MARCH 1 2022 2%	MARCH 1 2023 2%
Head Lifeguard/Instructor	\$ 24.78	\$ 25.28	\$ 25.78	\$ 26.30
Senior Lifeguard/Instructor	\$ 23.03	\$ 23.49	\$ 23.96	\$ 24.44
Junior Lifeguard/Instructor	\$ 20.95	\$ 21.37	\$ 21.80	\$ 22.23
Slide Attendant	\$ 18.36	\$ 18.73	\$ 19.10	\$ 19.48
Cashier/Receptionist	\$ 16.11	\$ 16.43	\$ 16.76	\$ 17.10



**LETTER OF UNDERSTANDING #1**

between

**THE VILLAGE OF WARFIELD**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 2087**

**RE: Job Security**

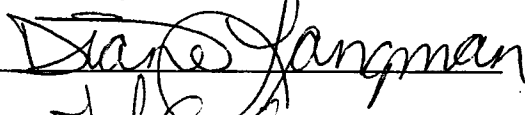
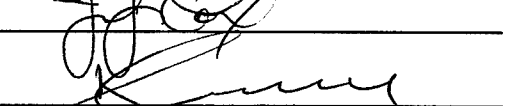

In the case of amalgamation, the Village will endeavour to negotiate a job security clause for its employees.

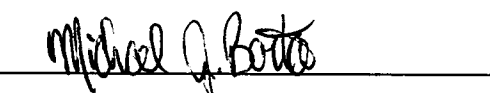
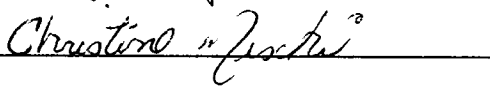
Signed on this 16<sup>th</sup> day of April, 2021.

Signed on behalf of:

The Village of Warfield

CUPE Local 2087

  
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**LETTER OF UNDERSTANDING #2  
BETWEEN**

**VILLAGE OF WARFIELD**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2087**

**RE: Preschool Teachers**

The preschool program runs from September to June coinciding with the school year. This program will only operate if all of the program costs, including but not limited to wages and wage increases, are covered completely by the user fees of the program. The program will not be subsidized by property taxes.

This program will be reviewed during the summer months each year. Council will determine if the program will proceed in September for another season. The Village may at its discretion cancel this program, in which case all Preschool Supervisor/Instructors would be subject to layoff.

The Preschool Supervisor/Instructor will be paid at the determined rates of Supervisor \$21.23/hour plus negotiated wage increase and Instructors \$20.17/hour plus negotiated wage increase, and will only be entitled to benefits as defined in the Employment Standards Act not the Village of Warfield and CUPE Local 2087 Collective Agreement. No preschool instructor shall exceed twenty (20) hours of work per week.

The preschool has enrolled in the ECE (Early Childhood Education) Provincial Wage Enhancement Funding Program. The current wage enhancement is two dollars (\$2.00) per hour worked. This amount will be distributed to the preschool instructors over and above their regular hourly wage. This wage enhancement will only be paid so long as the Village receives the funding under the ECE (Early Childhood Education) Provincial Wage Enhancement Funding Program. If funding is discontinued under the ECE (early Childhood Education) Provincial Wage Enhancement Funding Program, the wage enhancement will cease effective the date the funding ceases.

Whenever there is found to be a conflict between the Articles hereunder and the Articles elsewhere in the Collective Agreement, the Articles hereunder shall apply.

	Previous Rate	MARCH 1 2021 2%	MARCH 1 2022 2%	MARCH 1 2023 2%
Preschool Supervisor	\$ 21.23	\$ 21.65	\$ 22.09	\$ 22.53
Preschool Instructor	\$ 20.17	\$ 20.57	\$ 20.98	\$ 21.40

Signed on this 16<sup>th</sup> day of April, 2021.

Signed on behalf of:

The Village of Warfield

Diane Langman  
[Signature]  
[Signature]

CUPE Local 2087

Michael J. Bata  
Charlene A. Zuckerman  
\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF UNDERSTANDING #3  
BETWEEN**

**VILLAGE OF WARFIELD**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2087**

**RE: Hours of Work – Administration Employees - Modified Work Week**

The parties hereby agree a modified work week as described herein be implemented on a trial basis.

**1. A Modified Work Week**

A modified work week shall comprise of a regular work week plus a maximum accumulated 2.5 hours at straight time within a five day work week, excluding all paid or unpaid leaves under the Collective Agreement, for those working a paid thirty-five (35) hours a week. The accumulated straight time hours shall be carried in a bank for a scheduled day off comprising of a maximum seven (7) hours.

Employees cannot accumulate beyond seven (7) hours in the "modified work week bank" and this time must be scheduled and used before additional time can be accumulated.

**2. Banked Time and Cash Payout**

Schedules must be prepared and submitted by the employees participating in the program for approval by their supervisor for the upcoming month three (3) working days prior to the commencement of the month. These schedules will reflect time worked, time used, and any accumulated time carried forward.

The accumulated banked time of seven (7) hours must be taken as a paid day off on the scheduled day, or if this is not possible, within 60 days of the last modified day worked.

A cash payout shall not be available or any hours banked under the modified work week. Banked times for all other purposes shall remain in accordance with the Collective Agreement without any modification.

### 3. Overtime Accumulation and Compensation

For the purpose of a modified work week only, each ½ hour accumulated in a work day between Monday to Friday, shall not be considered overtime and shall not be compensated as overtime. For all other purposes, the overtime provisions of the Collective Agreement shall apply.

### 4. Time Worked

For the purpose of a modified work week, time worked towards the accumulation of seven (7) hours in the bank shall be based on time worked excluding sick leave, vacation, statutory holidays and any other paid or unpaid leaves as specified in the Collective Agreement.

### 5. Wage Rate Relieving in High Rated Position

For the purpose of modified work week which results in a scheduled day- off, no wage rate adjustment shall be made to an individual if required for partially relieving in a higher-rated position unless the individual was assigned to work in a higher-rated position to the scheduled day off under the modified work week and in such case the provisions of the Collective Agreement shall apply. At all times, relieving in a higher rated position shall be avoided through scheduling; however, partial work for short periods may be necessary to service customers.

### 6. Modified Work Week Bank

This banked time shall remain as a separate bank. It must be taken as paid time off as scheduled and is not subject to cash payout. Employees will only be permitted to bank and utilize a maximum of twelve (12) days in a calendar year.

### 7. Scheduled Paid Day Off – Monday and Friday

The participating members shall take a paid day off as per schedules drawn and subject to the availability of personnel in the affected areas and operating requirements. The scheduled paid day off shall be a Monday or a Friday, or any other day if prior approval by a supervisor has been obtained, prior to the commencement of the scheduled paid day off.

### 8. General – Monetary Gain and Interpretation

The modified work week shall not incur any monetary increase to any participants other than a paid day off as per schedules drawn and as per time banked under the modified work week. The modified work week shall be interpreted within the context of this Letter of Understanding and not within the context of the Collective Agreement as a whole unless specifically stated.

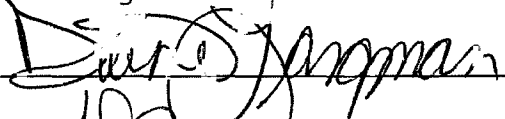
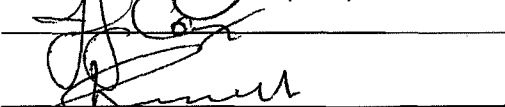

9. Notice of Termination

This Letter of Understanding shall be in effect until February 28, 2022 after which either party will review and extend or terminate the modified work week without prejudice by giving thirty (30) calendar days written notice of termination to the other party

Signed on this 16 day of APRIL, 2021.

Signed on behalf of:

The Village of Warfield

CUPE Local 2087

