

COLLECTIVE AGREEMENT

between

**THE CORPORATION OF THE VILLAGE OF
FRUITVALE**



and

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



March 1, 2022 to February 28, 2025

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PREAMBLE

This Agreement is fully applicable to all part-time, temporary, or casual employees, unless otherwise specified.

DEFINITIONS

It is not the intent of the Village to employ casual or temporary employees instead of a regular employee.

"Employee" - an employee is a person who is employed full or part-time by the Village.

"Regular Employee" - A regular employee is a person who is employed on a regular basis in a position expected to be continuous and who has successfully completed probation.

"Regular Part-Time Employees" - shall mean employees who work regularly scheduled part-time shifts. These employees accumulate seniority and, if eligible, are entitled to benefits. Regular part-time employees not eligible for benefits shall be entitled to fifteen (15) percent of their gross pay in lieu of benefits. Such benefits include: vacation pay, statutory holiday pay, sick leave, bereavement leave, group life, disability, medical, extended health and dental coverage.

"Probationary Regular Employee" - An employee serving the probationary period.

"Temporary Employee" - A temporary employee is a person who is employed for a specified or indefinite period not to exceed six (6) consecutive months in any one (1) year, subject to extension for a similar period by mutual agreement.

"Casual Employee" - A casual employee is a person who is employed on a day-to-day intermittent basis.

"Working Day" - shall mean the twenty-four (24) hour period, midnight to midnight Monday to Friday excluding Statutory holidays.

"Summer Student Employees" – shall mean high school students or college or university students who are registered or have declared their intention of returning to a bona fide college or university and who seek employment. Unless otherwise specified in this Agreement, student employees are entitled to statutory benefits as defined in the Employment Standards Act. They do not accumulate seniority.

The Employer will not pay an hourly rate less than the minimum standard under the Employment Standards Act.

ARTICLE 1 - RECOGNITION OF THE UNION

Section 1 - Exclusive Bargaining Agency

- 1.01 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 of the employees of the Village, (herein called the "employees") except those having the authority to hire or discharge employees, and those employed in a confidential capacity, as long as the Union retains its right to conduct collective bargaining on behalf of such employees of the Village under the provisions of the Labour Relations Code of British Columbia.

Section 2 - No Discrimination

- 1.02 The Village agrees there shall be no intimidation or discrimination against any employee by reason of his/her legitimate activities as a member, shop steward or officer of the Union, and the Union agrees that there shall be no intimidation or discrimination on its part towards any employee of the Village.

The parties agree that all employees should be free from sexual harassment in the workplace. In the event an employee feels that she/he is subject to such harassment, they are encouraged to bring the problem to the attention of the Chief Administrative Officer. An investigation of the allegation will be conducted with dispatch and discretion. Cases of sexual harassment will be considered as discrimination and shall be eligible to be processed as grievances.

Section 3 - No Strikes or Lockouts

- 1.03 During the term of this Agreement and in accordance with the Labour Relations Code, there shall be no strikes by the Union, and the Village agrees that there shall be no lockout of members of the Union.

Section 4 - Union Steward

- 1.04 The Village agrees that the Union shall have the right to appoint a Union Steward, or alternate, on behalf of the employees covered by the terms of this Agreement.

Section 5 - Bulletin Boards

- 1.05 The Village agrees that the Union shall have the right to maintain a bulletin board in the Village Works Department Garage and Village Office in a conspicuous place, provided that the use of such shall be restricted to the posting of notices regarding the business affairs, meetings, social events and reports of the Union, and further provided that each such notice shall be signed by the officer or member authorizing or posting the same.

Section 6 - Union Check-off and Induction

- 1.06 The Village shall, during the term of this Agreement, deduct as a condition of employment, a sum equivalent to dues as set by the Union from the pay due each calendar month to each employee. The deduction shall be remitted to the Financial Secretary of the Union in the month following which such deductions are made.
- 1.07 The Village will, at the time of making such remittances, enclose a list of such employees from whose pay cheque such deductions are made.
- 1.08 The Village shall cause to be shown on the Income Tax T-4 form issued to each employee, the amount of Union dues paid by him for the applicable period.
- 1.09 All employees from whom the equivalent to dues as set by the Union is deducted, shall be entitled to a vote on all questions relating to collective bargaining for which the Union calls a vote.
- 1.10 All correspondence between the two Parties hereto, arising out of this Agreement or incidental thereto, shall pass to and from the Chief Administrative Officer of the Village and the Secretary or Chairman of the Union.
- 1.11 Gender in Collective Agreement

Wherever singular or masculine terms are used in this Agreement, it shall be considered as if the plural or feminine terms had been used where the context of the Agreement so requires.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The Union recognizes the right of the Village to operate and manage the business of the Village in all respects in accordance with its commitments and responsibilities, and to make and alter, from time to time as the necessity arises, rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement, or amendments thereto, and shall be communicated in writing to the Union.
- 2.02 The Village shall always have the undisputed right to hire employees, and subject to this Agreement, the right to discipline, demote, and discharge employees for proper cause.
- 2.03 The selection of supervisory staff shall be entirely a matter for the Village's decision.
- 2.04 The Village reserves the right to subcontract work; however, it shall not so contract if this action would result in the lay-off of permanent employees.

ARTICLE 3 - JOINT CONSULTATION AND ADJUSTMENT PLANS

3.01 Union Notification of Changes

If the Village introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of two (2) or more regular employees, the Village shall give notice to the Union at least 90 days before the date on which the measure, policy, practice or change is to be effected; and the Parties agree to be bound by the provisions of Section 54 of the Labour Relations Code.

3.02 Severance Pay

- (a) No regular employee shall be dismissed because of change as defined in Article 3.01 except upon one (1) weeks' notice, pay included, for each year of service, with a maximum of four (4) weeks, during which time the employee will 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 of the election to receive severance pay as herein provided or to be laid off in accordance with Article 6 of this Agreement.
- (b) If the employee elects to receive severance pay, the employee shall lose seniority in accordance with Article 6 of this Agreement and even if rehired by the Village at a later date, shall not again be entitled to severance pay as provided in this Article.
- (c) The severance pay payable to an employee pursuant to this Article shall be one (1) month's pay at regular rates for each three (3) full years of service completed by the employee, PROVIDED HOWEVER, that the severance pay shall not be less than one (1) month's pay or more than three (3) month's pay.

3.03 Training Program

- (a) The Village, after consultation with the Union, instead of laying off an employee because of change as defined in Article 3.01, may elect to retrain the employee for another position at the expense of the Village for such period as the Village thinks fit. After successfully completing the training period, the employee shall serve a trial period for up to two (2) months in order to be assessed for suitability in the new position. If the employee does not so adapt within the above noted trial period, the

employee may be dismissed by the Village without further notice nor severance pay under this Article.

- (b) If an employee who is displaced by change as defined in Article 3.01 is retrained for or takes a position with the Village that is at a lower rate of pay, the employee shall be entitled to only one-half (1/2) of the pay increases given to the new position until the employee's rate of pay becomes the same as that provided for the new position.

3.04 Layoff

Notwithstanding anything contained elsewhere in this Agreement, any employee who has been laid off for two (2) months or more prior to the introduction of a change as defined in Article 3.01, shall be deemed not to be affected by such change and will not be entitled to any of the benefits provided for in this Article.

3.05 No New Employees

No additional employees under this Article shall be hired by the Village until the provisions of Article 3.03, Clause (a) have been adhered to.

ARTICLE 4 - GRIEVANCE PROCEDURE

- 4.01 Any employee or employees having any grievance with respect to this Agreement, rates of pay, hours of work, and all other working conditions, shall have the right to endeavour to reach an amicable settlement of the grievance in the following manner.

STAGE 1

The employee(s), with or without the Union Steward in attendance, shall endeavour to resolve the difference with their immediate non-bargaining unit supervisor.

STAGE 2

Failing to reach a satisfactory settlement of the difference within twenty-four (24) hours after the difference has been discussed under Stage 1, the employee(s) with the Union Steward or Officer in attendance, may submit the difference, in writing, to the Village Chief Administrative Officer.

STAGE 3

Should the Union fail to secure a satisfactory resolution to the dispute at Stage 2 within three (3) working days of the submission of the dispute at Step 2, either party may refer the matter in writing to the General Grievance Committee of the Union and the Personnel Committee of Council in an effort to reach a settlement of the dispute. A meeting of the committees must be held within a further seven (7) working days unless otherwise previously agreed.

STAGE 4

If a satisfactory settlement of the dispute is not reached within five (5) working days of its submission at Stage 3, the Union may, on giving five (5) working days' notice in writing to the Village of its intention to do so, refer the grievance or dispute to a Board of Arbitration, constituted in accordance with the provisions of Article 5.01.

- 4.02 The Village shall have the right to submit any dispute regarding the interpretation or violation of this Agreement to the Executive Officers of the Union. Failing a satisfactory settlement within five (5) working days of submission, the Village shall have the right, upon giving five (5) working days'

notice in writing to the Union, to refer the dispute to Arbitration in accordance with Article 5 of this Agreement.

4.03 If a dispute is not submitted under Stage 1 within thirty (30) working days after the occurrence of the act or decision giving rise to the dispute; or is not advanced to the next stages within seven (7) working days after a decision was made or should have been made, then the dispute procedure shall be at an end.

4.04 The procedure for settling disputes set out in this Article shall be strictly adhered to, but where a dispute involves a question of general application, Village and the Union may agree to bypass Stages 1 and 2.

4.05 Access to Personnel Files

(a) An employee shall have the right at any time to have access to and review their personnel record.

(b) There shall be only one personnel file for each employee.

(c) A Union representative may accompany an employee.

(d) An employee shall have the right to make copies of any material contained in their personnel record.

4.06 Letters of discipline that have been listed for over a twenty-four (24) month period will be removed from the personnel file provided there are no further disciplinary incidents.

ARTICLE 5 - ARBITRATION PROCESS

- 5.01 If the Union and the Village fail to resolve a grievance through Stages 1 to 3 of the Grievance Procedure, such grievances shall be referred to an Arbitrator, such Arbitrator to be by mutual agreement of the Union and Village.
- 5.02 In the event that the Union and the Village are unable to agree on the selection of an Arbitrator, the Director of the Arbitration Bureau shall be requested to appoint an Arbitrator.
- 5.03 The Arbitrator's decision shall be final and binding on the Union and the Village.
- 5.04 The Union and the Village shall each be responsible for one-half of the expenses incurred by the Arbitrator.

ARTICLE 6 - SENIORITY

6.01 Seniority Defined

Seniority shall be defined as the length of continuous service (including layoffs for less than twelve (12) months) in the bargaining unit and shall be applied on a bargaining unit wide basis. Seniority shall be applied in the determination of promotions, transfers, demotions, lay off, and recall as specifically set out in the appropriate provisions of this Agreement.

6.02 Seniority List/Records

The Village will keep a record showing the date upon which each employee's service commenced and any employee may request information from the Chief Administrative Officer relative to his own seniority. On request, the Union will be supplied with the necessary information relative to the seniority and base rate of any employee or group of employees.

6.03 Loss Of and/or Continuation of Seniority

- (a) An employee shall not lose seniority rights if the employee is absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer.
- (b) An employee shall only lose his seniority and employment in the event that the employee:
 - i. is discharged for just cause and is not re-instated;
 - ii. resigns in writing and does not withdraw the resignation within two (2) working days;
 - iii. is absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
 - iv. fails to return to work within ten (10) calendar days following recall after a layoff and after being notified to do so, unless through sickness or just cause;
 - v. is laid off for a period longer than twelve (12) months, or
 - vi. retires.

ARTICLE 7 - STAFF AND STAFFING

- 7.01 (a) The Village and the Union agree, in the case of the creation of any new job, or in the case of any job which may hereafter change sufficiently to warrant re-classification, to apply the relevant base rate to such job, which base rate shall be determined by negotiations by the parties.
- (b) The present incumbent of any reclassified job shall not receive any reduction in wage as the result of such reclassification.
- (c) In the event of the failure of the parties to arrive at a mutually satisfactory new rate, the dispute shall then be referred to an Arbitrator in accordance with Article 5.
- 7.02 The Village agrees to have description specifications for all classifications for which the Union is bargaining agent.

Job Descriptions/Classifications

These descriptions shall be presented to the Union and shall become the recognized Job Descriptions unless the Union presents written objection within thirty (30) days.

If the Union presents written objection to a Job Description presented by the Employer within thirty (30) days, the contentious job description shall be referred to a Joint Classification Committee comprised of two (2) representatives from the Employer and two (2) representatives from the Union to resolve the difference. If the Classification Committee is unable to resolve the difference, then it shall be submitted to the grievance procedure.

- 7.03 If an employee believes that as a result of changes in duties, they no longer fall substantially within the employee's classification, the employee may apply for reclassification to another or a new classification. The application will be considered by the employer and if the employee is not satisfied with the result, the Union may process the matter of the appropriate classification at Step 3 of the grievance procedure. Should no settlement be reached, the arbitration step may be utilized. The Arbitrator, in such a case, is limited to determining which of the existing classifications is appropriate, or requiring the employer to establish a new one which is appropriate.

7.04 Probationary Period

An employee hired to fill a position which is expected to be continuous, shall serve a probationary period of sixty (60) days worked, to determine the employee's competency and suitability for the position and for service with the employer. A probationary regular employee shall be entitled to all rights and benefits of this Collective Agreement except as specified otherwise but shall not accumulate seniority. Upon successful completion of probation, the employee shall become a regular employee, and shall then be credited with seniority dating from the day on which he commenced as a probationary regular employee. This seniority date will be further backdated by the number of days worked by the employee as a temporary and/or casual employee in the 365 days immediately prior to the date of commencement on probation.

7.05 Promotion, Demotion

Subject to Article 7.04, the Village agrees that seniority shall govern in all cases of promotions and demotions, but that seniority shall govern only when competence, ability and efficiency of the employees concerned are equal. The Village shall determine ability and efficiency in a fair and equitable manner.

7.06 Notification and Posting

When a vacancy occurs or a new position is created inside of the bargaining unit, the Village shall immediately notify the Union in writing and post notice of the position on the Village's bulletin boards for a minimum of one (1) week.

7.07 Information of Posting/Vacancy

Such notice shall contain the following information: nature of position, qualifications, skills, knowledge, and education required, shift, wage or salary rate or range and the closing date for applications to the position.

7.08 No Outside Advertising

No outside advertisement for any vacancy within the bargaining unit shall be placed until all internal applications have been considered.

7.09 Trial Period

An employee appointed to a position in a different classification, shall serve a trial period of forty (40) days worked, to determine the employee's competency and suitability for the position. Conditional on satisfactory service, as judged by the Employer, the employee shall be considered permanent in the new classification upon completion of the trial period. If at any time during the trial period the Employer judges the employee to be unsatisfactory, the employee shall be returned to the employee's previous classification. Any other employee promoted or transferred because of the appointment shall also be returned to that employee's previous classification and wage rate.

7.10 Discharge

Discharge of an employee shall be for good and sufficient cause, and in accordance with rules and regulations shall not be inconsistent with the provisions of this Agreement.

ARTICLE 8 - LAYOFF AND RECALL

8.01 Reduction in the Work Force

In the event of a general reduction in the workforce, the employees affected shall be laid off in the inverse order of their seniority, competency considered; and when it is necessary to increase the regular workforce, such regular employees shall be employed as closely as possible in the inverse order in which they were laid off. The Village agrees that, as far as is practicable, no new employee shall be hired for the workforce until those regular employees laid off have been taken back.

8.02 Notice of Layoff

Wherever possible, the Village shall notify regular employees, and temporary employees who have been employed continuously for two months or more, who are to be laid off ten (10) working days prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided under this Clause, he/she shall be paid for the days for which work was not made available.

8.03 Recall Procedure

It shall be the responsibility of the laid off regular employee to notify the Village of any changes of his postal address. Laid off regular employees who have complied with the foregoing procedure shall be notified by the Village, either personally or by telephone, or by registered mail at their last known address, of the date on which they are to report to work, and should an employee fail to report within ten (10) days of being notified, he shall lose the right of re-employment; but in no case shall the Village be obligated to re-employ any former employee who has been laid off for a period longer than one (1) year.

8.04 An offer to a laid-off employee, who has recall-to-employment rights, of casual or temporary employment (up to fifteen (15) days) shall not affect the recall-to-employment rights or the recall period whether the employee accepts the offer or not. Any employee who accepts such an offer need not be given layoff notice with respect to the period involved.

8.05 Certification and Layoff

Should an employee be unable to maintain certification that is a requirement of holding his current posting, the employee will be deemed to be laid off and will be allowed to exercise seniority to bump an employee with less seniority in any classification provided he is capable of performing the job. Employees wishing to exercise bumping rights must do so within five (5) working days of notification of lay-off.

ARTICLE 9 - HOURS OF WORK, OVERTIME

Section 1 - Hours of Work

9.01 The work week shall commence at 12:01 a.m. Monday.

The regular work week shall constitute forty (40) hours for outside staff and thirty-five (35) hours for Clerical staff as follows:

Day Shift

Outside Employees - Monday to Friday, eight (8) hours, from 7:00 A.M. to 3:30 P.M., with one-half hour for lunch unpaid, within 8 1/2 hours.

Clerical Employees - Monday to Friday, seven (7) hours, from 8:30 A.M. to 4:30 P.M., with one (1) hour for lunch unpaid.

Weekend Scheduling of Water Treatment Plant (WTP)

The On-call person will be scheduled for two (2) hours on Saturday and two (2) hours on Sunday and will take the following Friday off in lieu. Another day may be substituted by mutual agreement.

In any event, if the Employee works longer than two (2) hours on Saturday or Sunday, overtime rates will apply.

A call-out premium will not apply if a call comes during the time scheduled work is being performed at the water treatment plant.

9.02 (a) In the event of necessity and as the Village shall deem necessary, afternoon shifts, and night shifts may be instituted as follows:

Afternoon Shifts

Eight (8) hours from 3:00 P.M. to 11:00 P.M., with one-half (1/2) hour for lunch for outside employees;

Night Shift

Eight (8) hours from 11:00 P.M. to 7:00 A.M., with one-half (1/2) hour for lunch for outside employees.

- (b) An employee will be given notice of 48 hours or more of a change in shift. If such notice is not given, the hours worked on the new shift will be paid at time and one-half until the 48-hour notice period is reached.
- 9.03 (a) The regular working week, together with the hours of work may be varied by mutual agreement between the Village and the Union as the necessity arises.
- (b) During the months of December, January, and February, notwithstanding any provision of this agreement, provided at least eight (8) hours' notice to the new start time has been given, an employee in an outside classification may have the starting time of the employee's shift advanced by up to two (2) hours in order to carry out snow clearing and/or sanding duties when required. If such notice is not given, any time worked prior to the normal start time will be paid at time and one-half.
- 9.04 The Village agrees to alternate as far as is practicable such shift work equitably among all employees, and that such employees so designated shall be chosen regarding their days off, so that any shortchanges shall be eliminated wherever practicable.

9.05 Rest Periods

(a) Outside Employees

It is agreed and understood that all employees shall be entitled to a thirty (30) minute rest period/coffee break in the first half of any regular shift. It is further agreed and understood that such rest periods/coffee breaks shall be taken at times that will cause the least possible interference with the work in which the employees are engaged. Employees must remain on the job, or at the area designated by management, during the said rest period/coffee break.

(b) Clerical Employees

It is agreed and understood that all clerical employees shall be entitled to two (2) fifteen (15) minute rest period/coffee breaks, one in the first half of any regular shift and one in the second half of any regular shift.

Section 2 - Overtime

- 9.06 Overtime shall be paid at one and one-half (1 1/2) times the regular rate for any time worked at the request of the Village, in excess of eight (8) hours per day for outside employees and seven (7) hours in the case of clerical employees, or forty (40) hours per working week or its equivalent, and thirty-five (35) hours per work week in the case of clerical employees.
- 9.07 Any employee required to work more than two (2) hours after the end of his normal shift shall be entitled to a meal allowance not to exceed fifteen (\$15.00) dollars without receipts and up to twenty (\$20.00) dollars with receipts and, if necessary, make time available in order that such meal be consumed.
- 9.08 When overtime hours worked by an employee exceed eight (8) hours per week, the excess overtime hours shall be paid for at double his regular rate.
- 9.09 Call-Outs
- (a) An employee who is brought out to work at any time other than his regular shift without at least eight (8) hours prior notice shall be paid for a minimum of four (4) hours at straight time, or time and one-half (1/2) for the actual hours worked, whichever is the greater.
 - (b) Call out pay shall cover all calls within the minimum four (4) hour period provided for under Article 9.09 (a). In no case shall the employee collect more than one (1) call out premium within one such four (4) hour period. If the initial call out period overlaps the start of a regular shift, then the regular shift terms and conditions shall apply.
 - (c) When an employee responds to a call-out, he shall be entitled to an eight (8) hour rest period, except when called to start early and not more than three (3) hours prior to the commencement of a regularly scheduled shift. If his regular shift is scheduled to commence before the expiration of an eight (8) hour rest period, he will be permitted to remain at rest for said period and will be paid his standard hourly rate for the hours of his regular shift which fall within said rest period. The rest period shall be deemed to start at the time the employee returns home from the call-out. Where an employee is directed by the Employer to work on that part of his regular shift which falls within the said rest period, he shall be paid at overtime rates.

9.10 Reporting

An employee reporting to the immediate supervisor ready for work at the start of his shift shall be paid for three (3) hours at his regular rate of pay if sent home by the immediate supervisor because no work is available.

9.11 Overtime Bank

Overtime shall be paid for in wages or taken in compensating time off. The employee shall indicate to his supervisor, at the time the overtime is worked, whether he wishes to be paid for the overtime or wishes compensating time off. For the purposes of this Article, "overtime" shall include time worked while on call-out or while on standby, but not for being on standby.

Compensating time off may be accumulated in the employee's overtime bank to a maximum of 90 hours in a calendar year. Employees will be allowed to accumulate overtime in an overtime bank, up to a maximum of ninety (90) hours. The Village will allow employees to use the overtime banked based on a revolving bank, whereby once the maximum hours permitted are banked, the entire bank does not have to be used before additional overtime can be banked.

Accumulated overtime may be taken at such time or times as are mutually agreed to by the employee and the employer as operational requirements allow. The employee may request a payout of their banked overtime at any time. The Employer will pay this request by a separate direct deposit within three (3) business days of the employee's request for payout, if operationally feasible.

Where accumulated overtime has not been taken by the employee as compensating time off in the calendar year in which the overtime was earned, the employer shall pay out all unused credits on a separate direct deposit within the first two (2) weeks of January.

9.12 Standby

When an employee is advised that he is "On-Call" (stand-by), that is, immediately available by cell phone to report for duty when required, he shall be paid in accordance with the following:

Payment for Weekend Stand-by shall be four (4) hours per day at the employee's regular rate for each day of Stand-by.

The periods of Weekend Stand-by shall be from 7:00 AM Saturday to 7:00 AM Sunday, from 7:00 AM Sunday to 7:00 AM Monday, and from 7:00 AM of a Statutory Holiday to 7:00 AM of the following day.

Payment for Weekday Stand-by shall be two (2) hours per day at the employee's regular rate for each day of Stand-by.

The periods of weekday stand-by shall be from:

- 3:30 PM Monday to 7:00 AM Tuesday,
- 3:30 PM Tuesday to 7:00 AM Wednesday,
- 3:30 PM Wednesday to 7:00 AM Thursday,
- 3:30 PM Thursday to 7:00 AM Friday,
- 3:30 PM Friday to 7:00 AM Saturday.

Where a weekday is a Statutory Holiday, it shall be considered a Weekend Stand-by. All hours actually worked by a Weekend or Weekday Stand-by employee shall be paid at overtime and call-out rates in accordance with this Collective Agreement. An employee who is called out shall not be paid more than once for the same period of time, including any minimum guarantee period.

On-Call duty (Standby) shall be divided as equally as reasonably possible amongst the employees who are qualified to perform the work.

9.13 Volunteer Firefighting

Any employee performing Volunteer Firefighting duties shall give first priority to his employment related duties in the event of operational requirement of the Village.

9.14 The Employer will maintain a call-out list for the Village Office for the purpose of back filling vacancies. Additional work will be offered to the senior qualified employee with the first right of refusal.

ARTICLE 10 - WAGES

10.01 Employees shall be compensated in accordance with the applicable Wage Schedule "A", Attachments and Addendum appended to this Agreement.

10.02 Volunteer Firefighter

An employee who is a Volunteer Firefighter and cannot report to work at his normal time because of a fire or similar emergency, or who is called away from work because of a fire or similar emergency, shall not suffer a loss of pay or benefits resulting from his volunteer duties.

10.03 Shift Premium

All employees on afternoon or night shift shall receive fifty (\$0.50) cents per hour premium for all regular hours worked on such shifts.

10.04 Pay Days

The pay period shall be bi-weekly.

10.05 Pay on Promotion

On promotion (moving to a position in a classification with a higher maximum pay rate) a regular employee shall be paid the current wage of the new classification.

10.06 Temporary Acting Capacity

An employee, who is temporarily assigned to accept the responsibilities and perform the duties of a position in a higher classification, shall be paid for the period of the balance of the shift as if promoted to the higher classification. If the temporary assignment is to a position in a lower classification, the employee will continue to be paid at the employee's regular rate.

ARTICLE 11 - STATUTORY HOLIDAYS AND ANNUAL VACATIONS

Section 1 - Statutory Holidays

11.01 An employee shall receive pay at the rate that he was paid on his last previous scheduled working day, exclusive of premiums and differentials, providing that he works his full regular shift in the same position previous to and following such statutory holiday. When any such holiday falls on a Sunday, the next day (Monday) shall be considered as the holiday, and when any such holiday falls on a Saturday, the previous day (Friday) shall be considered as the holiday, unless a change of days is mutually agreed to by the employer and employees.

11.02 The recognized Statutory Holidays shall be as follows:

New Years Day	BC Day (1 st Monday in August)
The day after New Years Day	Labour Day
Family Day	Truth & Reconciliation Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

or the days proclaimed under the law of British Columbia in their stead and all holidays that may be declared by the Village, Provincial or Federal Governments, provided that:

- 1) Any working day may be substituted for Boxing Day in the event of inclement weather or other emergency.
- 2) Such substituted day shall be given to occur on the day prior to, or the day following, the employee's regular day off, or such other day as may be mutually agreed upon.
- 3) An employee called out to work on his substituted day shall receive pay in accordance with section 11.03 of this Article.

11.03 All work performed on any such Statutory Holiday as listed in Section 11.02 of this Article shall be paid for at one and one-half (1 1/2) times the regular rate for the work performed by the employee, in addition to the pay received by him for the Statutory Holiday, as set out in Section 11.01 of this Article.

11.04 When any such holiday falls during an employee's vacation with pay, taken under Section 2 of this Article, and he would have become entitled to pay for such holiday not worked had he not been on vacation, he shall be paid for such holiday. It is further agreed that absence due to death in the immediate family, or of a fellow employee of the Village, will not disqualify an employee for payment for a Statutory Holiday not worked under this Section.

Section 2 - Annual Vacations

11.05 Entitlement

An employee who has been in the service of the Village for less than one (1) year shall receive vacation pay amounting to four (4%) of the total wages earned by him during his period of employment in the working year.

11.06 All regular full-time employees shall be credited and granted vacation earned up to their anniversary dates as follows:

<u>Years of Completed Service</u>	<u>Vacation Days</u>
1 - 4 years	3 weeks
5 - 9 years	4 weeks
10 - 17 years	5 weeks
18 years - 25 years	6 weeks
26 + years	7 weeks

11.07 For each aggregate of thirty (30) days an employee is absent from work in the twelve (12) months preceding the employee's anniversary date in any one year, there shall be deducted from the vacation pay to which he would otherwise be entitled in the succeeding year, one-twelfth (1/12) of such vacation pay, provided that for this purpose, time spent on vacation for which the employee is paid under this Section, or time lost because of an accident for which compensation is paid by the Workers' Compensation Board, or time loss of injury or sickness paid under Article 13.01, shall be considered as time worked.

11.08 Vacation Pay

For the purpose of computing vacation pay, the word "week" shall be considered as constituting the hours an employee normally works in a week. The word "pay" where used in this Article, shall mean remuneration for three (3), four (4), five (5), six (6) or seven (7) weeks, as the case may require. The rate of pay to be applied shall be the base rate of the greatest number of shifts worked by an

employee in the calendar month preceding the month in which the vacation commences.

- 11.09 An employee's vacation will, where practical, be granted at the time requested, but in all cases the commencement date must be at the convenience of the Village.
- 11.10 At the employee's discretion, the vacation periods set out in this Article may be split, provided no portion of the vacation thus taken is less than one week except by mutual agreement otherwise.
- 11.11 Vacation Times

By March 1 each year, the employer will seek vacation leave preferences for the balance of the calendar year from the employees. A vacation leave schedule will be prepared and posted by April 1 of each year.

If choices for available vacation times have to be made among the employees, the choices will be made in seniority order. Seniority can be used to choose a vacation block of up to three weeks. The most senior employee may exercise seniority in choosing a second block, on the same conditions, but only after all other employees have exercised seniority to choose their first vacation blocks, and so on.

If vacation leave is requested for the period of January 1 to April 1, employees with higher seniority than the requestor will be offered the leave period first. If no conflicts arise, vacation leaves may be approved by the Chief Administrative Officer prior to the April 1 vacation leave schedule posting.

Where requests are not made by the employee prior to April 1, vacation requests will be considered in conjunction with the approved schedule.

All unused annual vacation shall be paid out on the first pay period in the subsequent year unless the parties agree to an extension of the timelines on a case-by-case basis.

ARTICLE 12 - LEAVE OF ABSENCE

Section 1 - Union Leave

- 12.01 The Village agrees that time spent by the Union Steward in investigating and settling disputes shall be considered as time worked, provided that the Union Steward signs a time statement, or form, which sets out the purpose for such time off, and further provided that if it is necessary for an employee to be away from his job for such purpose, the permission of the immediate supervisor for time off is first obtained. Such time shall be recorded and shall not exceed a total of eight (8) working hours in any one (1) month. The Union agrees to forward to the Village the name of the Steward and/or his replacement.
- 12.02 Bargaining representatives in the employ of the Village shall have the privilege of attending collective bargaining meetings between the Union and the Village, if held during regular working hours, without loss of remuneration. It is mutually agreed that the number of employees permitted to be off at any one time for this purpose shall not cause any services provided by the Village to be affected.
- 12.03 The Village agrees to grant time off without pay during any working day to officers of the Union for Union purposes, provided that twenty-four (24) hours previous notice is given to the immediate supervisor. Such time shall not exceed a total of twenty-four (24) working hours in any one (1) month. A written list of the names of such officers in the employment of the Village shall be forwarded to the Chief Administrative Officer of the Village for this purpose.
- 12.04 The Village agrees to grant leaves of absence to the Union Officers without pay, for the business purposes of the Union, up to a maximum of thirty (30) calendar days per year, provided that at least two (2) weeks' notice in writing is given to the Chief Administrative Officer, who shall transmit it to the Council, and provided that a suitable substitute can be secured by the Village.

Section 2

12.05 Bereavement Leave

In the case of the death of a parent, wife, husband, common-law spouse, same sex partner, brother, sister, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, grandparent-in-law, grandchild, adopted child, guardian, step-parent, step-grandparent, step-child, and step-grandchild an employee shall be granted four (4) days of bereavement leave without loss of pay.

In the case of the death of an aunt, uncle and first-generation cousin an employee shall be granted three (3) days of bereavement leave without loss of pay.

In the case of all other deaths an employee shall be granted a half (1/2) day to a maximum of two (2) days in a calendar year without loss of pay.

12.06 Pallbearers Leave

One-half (1/2) day leave shall be granted without loss of pay to allow an employee to attend a funeral as a pallbearer, however, such leave shall not be granted in conjunction or in addition to bereavement leave.

12.07 Jury or Court Witness Duty Leave

The Village shall grant leave of absence without loss of seniority benefits to an employee who is subpoenaed as a witness or serves as a juror, in any court. The Village shall pay such employee the difference between his normal earnings and the payment he received for jury service or court witness, excluding payment for traveling, meals or other expenses. The employees will 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 his employment shall be considered as time worked at the appropriate rate of pay.

12.08 Family Leave

Employees shall be allowed leave of absence with pay, and without loss of seniority and benefits, for the following reasons:

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

12.09 Certification Leave

Where certification is a condition of an employee's job description and requires specific training and the successful completion of an exam, the Employer will pay the following:

- (a) All reasonable costs associated with the employee taking the exam for the first time, including fees, material costs and travel expenses. For any time away from work the employee will be paid his regular hourly rate, as if the employee worked his regular shift. No overtime or other compensation will be paid.
- (b) If an employee is unsuccessful on his first attempt and the employee writes the exam a second time, all reasonable costs associated with the employee taking the exam for the second time, including fees, material costs and travel expenses. For any time away from work the employee will be paid his regular hourly rate, as if the employee worked his regular shift. No overtime or other compensation will be paid.
- (c) If an employee is unsuccessful on his second attempt and the employee writes the exam a third time, all costs associated with taking the exam will be at the employee's cost and there will be no reimbursement. If the employee is unsuccessful on his third attempt, Article 8.05 shall prevail.

12.10 Educational Leave

Leave of absence without loss of pay shall be granted to employees wherever the Employer requests, in writing, that the employee take designated courses, and/or examinations. The Employer shall pay the cost of the examination fee/course. Employees requested to take designated courses and/or examinations shall receive all reasonable costs associated with the employee taking the course/exam including fees, material costs, travel expenses and wages for time spent travelling to the course. For any time away from work the employee shall be paid his regular hourly rate, which shall be paid as if the employee worked his regular shift. No overtime or other compensation shall be paid. Travel time shall be paid at straight time.

If the employee attends a course or takes an examination, not requested by the Employer under Article 12.09 or 12.10, with the advance approval of the Employer, the Employer may reimburse the employee for some or all fees and expenses and may grant leave of absence without pay or without loss of pay.

ARTICLE 13 - SICK LEAVE

13.01 Sick Leave

A regular employee who is unable to work because of illness, non-compensable accident or injury may be granted leave of absence.

Employees in receipt of pay for the preceding twelve (12) month period commencing January 1 will receive such leave without loss of pay for up to twelve (12) days in the twelve (12) month period from each January 1 to the end of the subsequent December. An employee who is in receipt of pay for less than the twelve (12) month period will receive such leave without loss of pay to a maximum number of days based on one (1) day of leave for each calendar month. The days of leave without loss of pay for the twelve (12) month period shall be advanced to an employee and if any such days advanced are not earned, they are recoverable by the Employer.

13.02 Medical Reports

The employer may request a certificate from a qualified medical practitioner confirming inability to work because of illness or accident, or fitness to work.

13.03 Family Care Leave

Provided the necessary sick leave credits are available, a regular employee will be granted sick leave to attend to or care for any member of the employee's immediate family for reasons of illness, when no other family member is available. For the purpose of this clause "immediate family member(s)" is defined in Article 12.05.

The Employer may request confirmation from a medical practitioner.

13.04 Domestic Violence Leave

- (a) The Employer recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work.
- (b) Workers experiencing domestic violence will be able to access up to three (3) days of paid leave (utilizing their sick leave), for attendance at medical appointments, legal proceedings and any other necessary activities. This leave will be in conjunction with existing leave entitlements and may be taken

as consecutive or single days or as a fraction of a day, upon approval. Employees that have exhausted their sick leave can utilize their vacation or will be provided time off without pay.

- (c) The employee and Employer will only disclose relevant information on a "need to know" basis to protect confidentiality while ensuring workplace safety.

ARTICLE 14 - BENEFITS AND HEALTH CARE PLANS

14.01 Municipal Pension Plan

Employees, after successfully completing probation, shall be covered by the Municipal Pension Plan.

14.02 Medical Services Plan of British Columbia

The Employer shall make the following contributions towards the medical coverage plan in effect in Fruitvale:

100% of the registration fee, and 100% of the actual monthly premium for each employee, single, dual or family rate, registered under the Medical Services Plan of British Columbia. Employees shall become eligible for this coverage the month following three (3) months continuous service.

14.03 Group Life Insurance

The Village shall contribute 100% of the actual cost of premiums for a Group Life Insurance which shall include:

- i. Life Insurance coverage of \$100,000;
- ii. Accidental death and Dismemberment coverage of \$100,000.

14.04 Health Care Plan

The Employer shall contribute 100% of the monthly premium for the following benefits:

- i. Extended Health Benefits;
- ii. Long Term Disability Benefits;
- iii. Weekly Indemnity Benefits.

The coverage maximum amount for Chiropractor Therapy benefits per insured person is five hundred dollars (\$500.00) per year.

The coverage maximum amount for Physio/Massage Therapy benefits per insured person is seven hundred and fifty dollars (\$750.00) per year.

Long-term Disability – Eligibility hours: Twenty (20) hours per week.

Weekly Indemnity – Eligibility hours: Fifteen (15) hours per week.

14.05 Dental Plan

All eligible employees shall contribute to the Dental Plan benefit, consisting of:

100% reimbursement of Plan "A"

100% reimbursement of Plan "B"

80% reimbursement of Plan "C" with the lifetime limit of \$5000.00.

The cost of the monthly premiums shall be shared as follows:

80% paid by the Village

20% paid by the Employees

Effective May 1, 2013

Include in the dental plan coverage full reimbursement of white fillings on all teeth.

14.06 Vision Care

All eligible employees shall participate in a Vision Care Plan of seven hundred and fifty dollars (\$750.00) benefit every twenty-four (24) months.

The Village shall contribute 100% of the actual cost of the premiums of the Vision Care Benefit.

The Village shall cover cost of eye exams every twenty-four (24) months.

14.07 The benefits covered by Articles 14.02 to 14.06 shall be provided to regular employees who normally work one-half (1/2) time or more, with coverage commencing with the beginning of the month following successful completion of probation. Detailed specifications of the foregoing benefits, waiting periods, etc., are as set forth in the booklet covered under the Union of British Columbia Municipalities Benefit Plan, a copy of which has been provided to the Union.

14.08 Employee and Family Assistance Program

The Employer shall pay 100% of the premiums for an Employee and Family Assistance Program. Membership in the program is compulsory for each regular employee.

14.09 EI Premium Rebates

Any share of EI premium rebates payable to the employees shall be used to reimburse the employer for part of the costs of premiums for benefits in this collective agreement.

ARTICLE 15 - SAFETY

15.01 A Safety Committee shall be established, composed of two (2) members, one (1) representing management and one (1) representing the employees.

15.02 (a) Safety Tour

The Safety Committee shall tour all operations of the Employer for a safety inspection annually. Following such tour, the Committee shall meet to discuss all points noted on the tour, insofar as accident prevention and safety-first measures are concerned. Members of the Committee shall be authorized to stop a job in progress if a safety hazard exists.

(b) Meetings

The Employer will convene a monthly meeting and shall discuss, recommend and record all action necessary to improve hazardous conditions at the workplace.

(c) Minutes

Minutes of all safety meetings shall be kept, and copies of such minutes shall be sent to the Union and to the Worksafe BC and a copy shall be posted on the bulletin boards.

15.03 The Union and the Village shall co-operate in continuing and perfecting the safety measures now in effect, and both Parties agree to enforce all laws and regulations relating to accident prevention measures which are applicable to the operation of the Village.

15.04 Safety Equipment/Protective Clothing

The Village will supply for the use of its outside employee's high visibility safety clothing to be always worn, and agrees to maintain and repair them, as necessary. Such clothing shall remain the property of the Village.

15.05 The Employer will pay one hundred (100%) per cent towards the purchase of safety boots and footwear accessories to a maximum of three hundred and fifty (\$350.00) per year, with proof of purchase, per regular full-time outside employee.

15.06 Employees have the right to refuse unsafe work with no disciplinary action against them in accordance with WorkSafe BC Regulations.

ARTICLE 16 - JOINT LABOUR-MANAGEMENT COMMITTEE

16.01 Composition

A Joint Labour-Management Committee shall be established consisting of up to two (2) representatives of the Union and up to two (2) representatives of the Employer.

16.02 Purposes

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

16.03 Meetings

The Joint Committee shall meet at the written call of either Party, for the stated purpose, within ten (10) days of the call.

ARTICLE 17 - VARIATIONS

17.01 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during its existence.

All changes to be made as a Letter of Understanding/Agreement, signed by both the Village and the Union.

ARTICLE 18 - PRINTING OF AGREEMENT

18.01 The Union will be responsible for the amending and drafting of the Collective Agreement and the costs associated with the printing and supply of the Collective Agreement will be borne equally between the Parties.

ARTICLE 19 - MATERNITY LEAVE, PARENTAL LEAVE, ADOPTION LEAVE

19.01 The provisions of Part 7 of the Employment Standards Act concerning Maternity, Parental and Adoption Leave (as they may be) shall apply.

19.02 Notwithstanding 19.01:

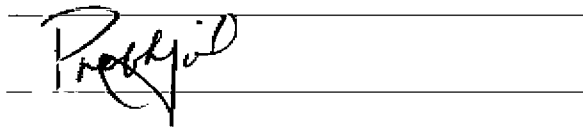
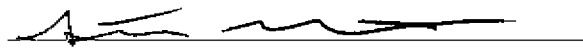
- (a) Where a doctor's certificate is provided stating that a longer period of maternity leave is required for health reasons, an extension up to a maximum of six (6) additional months shall be allowed. General leave may be granted where additional leave is required because of the health of the newborn child.
- (b) The length of service of an employee who is absent from work in accordance with this Article for up to six months shall be considered continuous for the purpose of any pension, medical, or other plan beneficial to the employee, and the Employer shall continue to make payment to the plan in the same manner as if the employee were not absent where:
 - 1. the employer pays the total costs of the plans, or,
 - 2. the employee elects to continue to pay her share of the cost of a plan that is paid for jointly by the employer and the employee.

ARTICLE 20 - TERM OF AGREEMENT

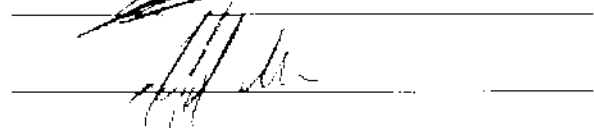
20.01 This Agreement shall be effective from March 1, 2022, and shall remain in force until the last day of February 2025 but shall not terminate at the expiration of that period unless notice in writing of the termination has been given by one Party to the other within four (4) months but not less than two (2) months immediately preceding the date of expiry. If no such notice is given, this Agreement shall remain in effect from year to year until terminated by either Party upon notice in writing given within four (4) months but not less than two (2) months immediately preceding the date of expiry.

IN WITNESS WHEREOF the Parties hereto have caused these presents to be signed by their respective officers thereunto lawfully authorized in that behalf, this 10 day of August, 2023.

For the Corporation of the
Village of Fruitvale



For the Canadian Union of Public
Employees, Local 2087



SCHEDULE "A"

Effective March 1, 2022 – 5%

CLASSIFICATION	Temporary/Probation, Trial, And Casual Rate	Regular
Labourer	\$31.27	\$33.29
Municipal Maintenance Worker 1		\$35.86
Municipal Maintenance Worker 2		\$36.91
Lead Hand		\$37.96
Public Works Foreman		\$42.44
Utilities Operator/Foreman		\$42.44
Clerk Steno	\$31.27	\$33.29
Office Assistant		\$35.86
Finance Specialist		\$37.96

Effective March 1, 2023 – 4%

CLASSIFICATION	Temporary/Probation, Trial, And Casual Rate	Regular
Labourer	\$32.52	\$34.62
Municipal Maintenance Worker 1		\$37.29
Municipal Maintenance Worker 2		\$38.39
Lead Hand		\$39.48
Public Works Foreman		\$44.14
Utilities Operator/Foreman		\$44.14
Clerk Steno	\$32.52	\$34.62
Office Assistant		\$37.29
Finance Specialist		\$39.48

Effective March 1, 2024 – 3%

CLASSIFICATION	Temporary/Probation, Trial, And Casual Rate	Regular
Labourer	\$33.50	\$35.66
Municipal Maintenance Worker 1		\$38.41
Municipal Maintenance Worker 2		\$39.54
Lead Hand		\$40.66
Public Works Foreman		\$45.46
Utilities Operator/Foreman		\$45.46
Clerk Steno	\$33.50	\$35.66
Office Assistant		\$38.41
Finance Specialist		\$40.66

LETTER OF UNDERSTANDING #1

Re: Karen Halifax

The Parties agree that Karen Halifax's employment with the Village of Fruitvale is deemed full-time for benefit purposes, based on a four (4) day work week.

Signed this 10th day of August, 2023.

Signed on behalf of:

Village of Fruitvale

Canadian Union of Public Employees,
Local 2087

