

2012 – 2015

COLLECTIVE AGREEMENT

between the

VILLAGE OF LIONS BAY

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 389

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COLLECTIVE AGREEMENT

BETWEEN THE:

VILLAGE OF LIONS BAY
(hereinafter called the "Employer")

OF THE FIRST PART

AND THE:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 389
(hereinafter called the "Union")

OF THE SECOND PART

PREAMBLE

The purpose of this Agreement is to set out the terms and conditions of the employment between the Corporation of the Village of Lions Bay (the "Employer") and the employees certified by the Canadian Union of Public Employees ("CUPE"), Local 389.

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

- (a) to develop, maintain, and improve harmonious relations between the Employer and the Union;
- (b) to recognize the value of joint discussion and negotiation;
- (c) to encourage efficiency in operations and quality of output;
- (d) to promote the morale, well-being, safety and physical welfare of employees in the bargaining unit;

The Employer, the Union and the employees hereby agree to cooperate fully, individually and collectively, for the advancement of these conditions.

1. **TERM OF AGREEMENT**

This Agreement shall be for a term of four (4) years from 2012 January 01 to and including 2015 December 31, both dates inclusive. Should either party hereto at any time within four (4) months immediately preceding the date of expiry of this Agreement by written notice require the other party hereto to commence collective bargaining, or should the parties be deemed to have given notice pursuant to the Labour Relations Code, this Agreement shall continue in full force and effect, and neither party shall make any change or alter the terms of this Agreement until:

- (a) The Union can lawfully strike in accordance with the provisions of the Labour Relations Code; or
- (b) The Employer can lawfully lock out in accordance with the provisions of the Labour Relations Code; or
- (c) The parties have concluded a renewal or revision of this Agreement or have entered into a new Collective Agreement;

whichever is the earliest.

The operation of Sub-Sections (2) and (3) of Section 50 of the Labour Relations Code shall be specifically excluded from, and shall not be applicable to this Agreement.

2. UNION RECOGNITION

- (a) It is agreed that employees who are at present members of the Union, shall remain so as a condition of employment. It is further agreed that employees who are hereafter employed by the Village shall become members of the Union by the pay period immediately following the completion of thirty (30) calendar days of employment and shall remain as members of the Union as a condition of employment, provided that no employees shall be deprived of employment by reason of loss of membership in the Union for reasons other than failure to pay the regular Union dues that all other members of the Union are required to pay to the Union.
- (b) The Employer agrees to deduct from the pay of each employee covered by this Agreement an amount equal to the regular monthly Union dues as determined by the Union; provided that each employee has signed a form supplied by the Union authorizing the said deduction. The Employer shall remit the dues deducted to the Union once each month with a statement of the names of employees and the amount of each deduction. Such deductions and statement shall be forwarded to the Union not later than the tenth (10th) day of the month following the month for which such deductions were made.

3. MANAGEMENT RIGHTS

The management and operation of the Village of Lions Bay is vested exclusively with the Employer, except as varied by this Collective Agreement.

4. EMPLOYEE DEFINITIONS

A Regular Full-Time Employee is an employee who is employed on a full-time basis of forty (40) hours a week, for an indefinite period of time.

A Temporary Full-Time Employee is an employee who is employed for a definite and limited period of time (which may be extended or cut short by circumstances which could not be foreseen at the time of hiring).

Effective 2013 November 05, a Regular Part-Time Inside Employee is an employee who is employed on a schedule of core hours which is less than forty (40) hours per week, for an indefinite period of time.

A Grant Employee is an employee in a position funded by a Provincial or Federal Grant, for a specific task or for a definite and limited period of time (which may be extended or cut short by circumstances which could not be foreseen at the time of hiring). For those grant employment situations which require agreement of the Union, the rate of pay for such grant employee will be established by mutual agreement. For all other grant employment situations, the minimum rate shall not be less than \$10.00 per hour.

A Casual Employee is any other employee.

5. PROBATIONARY PERIOD

- (a) All new Regular Employees and all Temporary Full-Time Employees employed for more than six (6) months shall serve a probation period of six (6) months of continuous employment, which period may be extended by mutual agreement between the Employer and the Union.
- (b) Effective 2013 November 05, all new Regular Part-Time Inside Employees shall serve a probation period of an equivalent number of hours of that of a Full-Time Employee as set out in (a) above, though in no case shall a probationary period be longer than twelve (12) months.
- (c) The probationary period shall be for the purpose of determining a person's suitability for continuing employment in the position in which the person is placed in probationary capacity. At any time during the probationary period, the probationary employee may be terminated if, in the opinion of the Employer, the employee is unsuitable for continuing employment.
- (d) Upon the successful completion of the probationary period, holiday benefits and other perquisites referable to length of service shall be based on the date of employment.

6. CLASSIFICATION, RATES OF PAY AND PREMIUMS

- (a) The rates of pay for each class shall be as set out in the Schedule "A" attached to and forming a part of this Agreement.

(b) Classifications

- (i) The Employer agrees to prepare class specifications describing the duties, responsibilities and requirements of all positions covered by this Agreement and will provide the Union with copies of same.
 - (ii) When the duties assigned to any position are significantly changed, where the Union and/or an employee feels that the employee is incorrectly classified, or a new position not covered by Schedule "A" is established by the Employer during the term of this Agreement, the Employer or appointee will review the duties and advise the Union of the outcome, i.e. change in classification, new classification or confirmation of the current classification. If the parties are unable to agree on the classification/ reclassification, such dispute will be submitted to grievance under Section 13. If a new classification is prepared, the rate of pay shall be subject to negotiations between the Employer and the Union.
 - (iii) Any change in rate of pay for an employee as a result of a reclassification shall be retroactive to the date the position was filled (in the case of new positions), to the date the description of changed duties was received by the Employer, or to any other date mutually agreed to by the parties.
- (c) Whenever an employee is temporarily required to accept the responsibilities and carry out the duties of a higher rated position covered under this Collective Agreement, the employee shall be paid the higher rate of pay for all time worked in the higher rated position. If an employee is temporarily assigned to a position paying a lower rate of pay, the employee shall be paid at their regular rate of pay. All temporary appointments must be authorized by the Village Administrator.
- (d) A premium of seventy-five cents (75¢) per hour shall be paid to employees for actual time spent in direct contact with live sewage.

7. HOURS OF WORK

- (a) Effective 2013 November 05:

For Regular Full-Time Outside Employees, the normal hours of work shall be eight (8) consecutive hours (exclusive of a one-half (½) hour unpaid meal period) occurring between the hours of 4:30 a.m. and 8:30 p.m., Monday through Friday. For Regular Full-Time Inside Employees, the normal hours of work shall be eight (8) consecutive hours (exclusive of a one-half (½) hour unpaid meal period) occurring between the hours of 8:30 a.m. and 6:00 p.m., Monday through Friday except that where there are evening meetings, the start time for the hours of work for an Inside Employee may be modified and the end of the shift extend up to 9:30 p.m. without the Employer being required to pay overtime.

- (b) For all other employees, the normal hours of work shall be up to eight (8) hours per day based on a work week of up to forty (40) hours per week, exclusive of a one-half (½) hour unpaid meal period.
- (c) Except as provided in paragraph (d), employees shall be entitled to an unpaid one-half (½) hour meal period on work days that exceed five (5) hours per day, to be taken at a time approved by the Employer.
- (d) Where an employee is required to remain at work or be available for work during a meal period, the employee shall be paid straight time for the meal period.
- (e) Except in the case of emergencies, the Employer shall provide a minimum of twenty-four (24) hours' notice of a temporary change (not to exceed two weeks) in an employee's daily working hours or work week. (For purposes of this clause, and without limiting its generality, the term 'emergency' is defined as "*a sudden, urgent, usually unforeseen occurrence or occasion requiring immediate action*".) The Employer will provide a minimum of seven (7) calendar days' notice of a permanent change in an employee's daily working hours or work week.

(f) Rest Periods

All full-time employees shall be permitted a fifteen (15) minute paid rest period in both the first half and second half of each shift. Such rest period shall be taken at times that will cause the least possible interference with the work in which the employees are engaged.

(g) Daily Guarantee

- (i) Subject to the provisions of paragraph (iii) below, an employee reporting for a scheduled shift on the call of the Employer, shall receive their regular hourly rate of pay for the entire period spent at the place of work, with a minimum of two hours' pay at the regular hourly rate.
 - (ii) Subject to the provisions of paragraph (iii) below, an employee, other than a school student on a school day, who commences work on a scheduled shift, shall receive the regular hourly rate of pay for the entire period spent at the place of work, with a minimum of four hours' pay at the regular hourly rate.
 - (iii) In any case where an employee reports for a regular shift but refuses to commence work, or commences work but refuses to continue working, the employee shall not be entitled to receive the minimum payments set forth in (i) and (ii).
- (h) Except where a provision in the Agreement or a currently accepted practice specifically contemplates otherwise (e.g. Overtime and Callout provisions), all employees shall have not less than eight (8) consecutive hours free from work between each shift worked and not less than 32 consecutive hours free from work each week; a week runs from Sunday through Saturday. Where an employee is required to work within the eight (8) or thirty-

two (32) hour free period, the time worked during the work-free period shall be subject to the appropriate overtime provisions.

8. OVERTIME

Full-Time Employees

- (a) Full-Time Employees shall be permitted to work at straight-time rates for up to eight (8) hours per day on any five (5) days during a work week (which for the purposes of this Article shall be deemed to commence at 00:01 h on Sunday morning and to end at 23:59 h on the immediately following Saturday).
- (b) Full-Time Employees who are required by the Employer to work in excess of eight (8) hours in a day or beyond five (5) days in a week shall receive pay or compensating time off for such overtime in the following manner:
 - (i) time and one-half (1.5X) for the first two (2) hours worked in excess of eight (8) hours in a day;
 - (ii) two times (2X) for all hours worked beyond ten (10) hours in a day;
 - (iii) in any case where a Full-Time Employee has already performed work on five (5) days during the week, time and one-half for the first eight (8) hours worked on the sixth day of work in that week and two times for all hours worked beyond eight (8) hours on the sixth day, and two times for all hours worked on the seventh day of work in that week.
 - (iv) The Employer may exercise its discretion to offer Regular Employees the opportunity to volunteer to perform overtime work on their days off or outside their daily scheduled hours, and where the employee(s) accept(s) that offer the work shall be performed at straight time rates.

(c) All Other Employees

- (i) Overtime compensation shall be paid for all overtime worked at time and one-half (1.5X) the regular rate of pay for the first two (2) hours of overtime worked in excess of eight (8) hours in a day and double (2X) the regular rate of pay for all overtime in excess of the first two (2) hours of overtime.
- (ii) When an employee has not worked forty (40) hours on five (5) days during the week, the employee may be provided the opportunity to work on the sixth (6th) and/or seventh (7th) day of work in that week at straight-time pay until such time as forty (40) hours has been reached and thereafter overtime provisions of (c)(i) would apply.

(d) Compensating Time Off

Employees who are required to work overtime may elect at the time of working such overtime either to be paid for it or instead to receive compensating time off in lieu. An employee who elects to receive compensating time off shall be credited with compensating time off equivalent to the number of hours which the employee would have been paid for the overtime worked. Subject to an employee's request to be granted compensating time off being approved by the employee's Department Head (or delegate), such employee shall be granted any portion of the compensating time off at the rate or rates in effect at the time the overtime in question was worked. All compensating time off credited during a particular calendar year but which has not been granted to an employee by March 31 of the immediately following year shall be paid cash at that time at the pay rate or rates in effect at the time the overtime in question was worked.

An employee may, at any time, request full payment of all banked time, and where such request is received in sufficient time, such payment shall be included in the employee's next regular pay cheque.

No employee may accumulate more than eighty (80) hours' compensating time off in any calendar year.

(e) Standby

(i) Full-Time Employees who are on standby for a call to work between the end of a regular day shift on the first day of work in a week as defined in Article 7 (excluding statutory holidays) and the beginning of a regular day shift on the last day of work in the week, shall be paid one (1) hour's pay at the employee's classified rate of pay for each period of eight (8) hours that the employee stands by in addition to any callout pay under Article 8(f).

(ii) Full-Time Employees who stand by for a call to work at any other time (that is, during statutory holidays and weekends) shall be paid one (1) hour's pay at the employee's classified rate of pay for each period of six (6) hours that the employee stands by in addition to any callout pay under Article 8(f).

(iii) In any case where a period of standby amounts to more than an exact multiple of eight (8) or six (6) hours as the case may be, then if the residual balance amounts to half or less than half of a full period, the standby pay shall be one-half ($\frac{1}{2}$) an hour's pay, while if the residual balance amounts to more than half of a period, the standby pay shall be one (1) hour's pay.

(f) Callout

The Employer agrees to pay all employees a minimum of three (3) hours at overtime rates when they are called back to work outside regular working hours.

9. BENEFITS(a) Medical Services Plan of B.C.

Each Regular Full-Time Employee shall be entitled to coverage under the Medical Services Plan of B.C. effective the first day of the calendar month following six (6) months of employment. The Plan includes coverage for the spouse and dependant children of the employee. The Employer shall pay one hundred percent (100%) of the plan cost.

(b) Extended Health Care Plan

Each Regular Full-Time Employee shall be entitled to coverage under the Extended Health Care Plan following the first day of the calendar month following six (6) months of continuous employment.

The Extended Health Care Plan includes coverage for the spouse and dependent children of the employee, all subject to the provisions of the Plan. The Plan shall reimburse employees at the rate of eighty percent (80%) of insured eligible expenses after an annual deductible of one hundred dollars (\$100) per year.

The Employer shall pay seventy-five percent (75%) and the employee shall pay twenty-five percent (25%) of the premium.

(c) Dental Plan

Each Regular Full-Time Employee shall be entitled to coverage under the Dental Plan following the first day of the calendar month following six (6) months of continuous employment.

The Dental Plan includes coverage for the spouse and dependent children of the employee and provides reimbursement for eligible expenses as follows, all subject to the provisions of the Plan:

- (i) Basic Dental Services (Plan 'A') - The Plan will pay for eighty percent (80%) of the approved schedule of fees.
- (ii) Prosthetics, Crowns and Bridges (Plan 'B') - The Plan will pay for fifty percent (50%) of the approved schedule of fees.
- (iii) The Employer shall pay seventy-five percent (75%) and the employee shall pay twenty-five percent (25%) of the premium.

(d) Group Life Insurance

Each Regular Full-Time Employee shall be entitled to coverage under the Group Life Insurance Plan following the first day of the calendar month following six (6) months of

continuous employment. The Group Life Insurance Plan provides the following benefits, subject to the provisions of the Plan:

- (i) Life Insurance of \$50,000, and
- (ii) Accidental Death and Dismemberment insurance of \$50,000.
- (iii) The Employer shall pay seventy-five percent (75%) and the employee shall pay twenty-five percent (25%) of the premium.
- (iv) Employees shall have the option to purchase additional life insurance coverage under the terms of the group plan, provided however, that the employees pay the full cost of the additional insurance coverage.

(e) Pay in Lieu of Benefits

Effective 2013 November 05:

All Regular Part-Time Inside Employees, Temporary Employees, and Casual Employees shall be paid an amount equal to twelve percent (12%) of their regular earnings which premium payment shall be considered to be in lieu of all employee benefits including all paid time off. No other benefits or paid time off shall be provided to Regular Part-Time Inside Employees, Temporary Employees, or Casual Employees.

(f) Same Sex Benefit Coverage

An employee who co-habits with a person of the same sex and who promotes such person as a "spouse" (partner) and who has done so for a period of not less than twelve (12) months shall be eligible to have the person covered as a spouse for purposes of Medical, Extended Health and Dental benefits.

(g) Accumulated Sick Leave

- (i) (1) Effective the first day of the calendar month following six (6) months of continuous employment, a Full-Time Employee shall earn sick leave credits on the basis of one (1) day per calendar month. The maximum number of sick leave credits which may be earned in a calendar year is 12 days, and the maximum accumulation shall be eighty (80) days. Where Sick Leave credits are earned for less than a full calendar month, the monthly credit shall be prorated.
- (2) A deduction shall be made from an employee's accumulated sick leave credits for all time absent on authorized paid sick leave.
- (3) Employees shall not earn sick leave credits while absent on any unpaid leave of absence.

- (ii) After three (3) consecutive days of absence on sick leave (or such shorter period as may be stipulated by the Employer), a doctor's certificate may be required. When an employee is absent on sick leave beyond one (1) week, the employee may be required to submit, at least once a month, a doctor's certificate confirming the reason for absence, the expected date of return to work and any relevant information concerning the employee's ability to perform certain aspects of his/her job.

(h) Sick Leave Reimbursement

An employee who has received sick leave benefits for injuries caused by a third party shall be obliged, in the event such employee undertakes an action for recovery of damages against the third party, to seek recovery of the total cost of wages and benefits paid to the employee while on sick leave. The employee shall be obliged to reimburse the Employer to the extent the employee succeeded in recovering such wages and benefits. This provision includes claims made to ICBC.

(i) Wellness Days

All Regular Full-Time Employees after 180 days (6 months) of continuous employment with the Village will be entitled to two (2) wellness days with pay. After one (1) year of regular full-time continuous employment with the Village an employee will be entitled to three (3) wellness days with pay. On the employee's yearly anniversary date of employment all unused wellness days will be erased.

(j) Workers' Compensation

- (i) Where an employee suffers from a disease or illness or incurs personal injury (which disease, illness or injury is hereinafter called the "disability") and is entitled to compensation therefore under the Workers' Compensation Act, the employee shall not be entitled to use sick leave for time lost by reason of any such disability. An employee who has a Workers' Compensation claim may, however, make a request to receive payment from the employee's sick leave bank until such time as the claim is adjudicated, PROVIDED that the employee agrees to repay the sick leave 'advance' through payroll deduction following adjudication of the claim, in which case the employee's sick leave bank will be replenished accordingly. This provision for such a sick leave 'advance' is subject to timely reporting of the claim by the employee.
- (ii) All monies received by an employee under the said Act shall be retained by the employee and the employee shall not be entitled to payment of wages from the Employer during such period of disability.
- (iii) Where an employee becomes entitled to Workers' Compensation and payment is not made for the first day or part day, such day or part day shall be paid by the Employer.

- (iv) Where an employee is absent on a WCB absence for a period in excess of thirty (30) calendar days, MSP, Dental, EHC, and Group Life Insurance benefits shall continue uninterrupted during the period of time the employee is on such leave provided that the employee makes arrangements as soon as possible following thirty (30) calendar days following the commencement of the WCB absence to pay their share of the benefit premiums for that period where the premiums are cost-shared. Where an employee makes arrangements to continue benefits coverage all benefits named in this paragraph shall continue.

Pension contributions will cease during the period of the leave unless the employee makes arrangements prior to commencing the leave to pay their share of contributions pursuant to the provisions of the Public Sector Pension Plans Act.

- (k) Pension

Upon completion of the probation period, eligible employees shall be covered by the provisions of the *Public Sector Pension Plans Act*, Municipal Pension Plan.

- (l) Participation

Regular Full-Time Employees are not required to participate in the MSP (Article 9(a)). Employees are not required to participate in the Extended Health Care or Dental Plans (Article 9(b) and (c)) if the employee is already covered by a similar plan, provided the employee advises the Employer in writing of such coverage and of their alternate desire to waive coverage. Employees must enroll in the Group Life Insurance Plan (Article 9(d)). Subsequent enrolment of an employee or dependant(s) in a Benefit Plan is subject to the provisions of the specific plan.

- (m) Limitation of Liability

The Employer's liability under Article 9 is limited to the payment of the applicable premiums.

10. ANNUAL VACATION

- (a) Annual Entitlement

- (i) Paid annual vacations for Regular Full-Time Employees shall be allowed as follows:
 - (1) Employees leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with the *Employment Standards Act*.

- (2) In the first part calendar year of service, vacation will be granted on the basis of one-twelfth ($1/12$) of ten (10) working days for each month or portion of a month greater than one-half worked by December 31.
- (3) During the second up to and including the tenth calendar year of service – fifteen (15) working days.
- (4) During the eleventh up to and including the twentieth calendar year of service - twenty (20) working days.
- (5) During the twenty-first and all subsequent calendar years of service – twenty-five (25) working days.
- (6) Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive vacation pay for the calendar year in which termination occurs on the basis of one-twelfth ($1/12$) of their vacation entitlement for that year for each month greater than one-half worked to the date of termination.

PROVIDED THAT

- (7) "Calendar year" for the purposes of this Article shall mean the twelve-month period from January 01 to December 31 inclusive.
 - (8) In all cases of termination of service for any reason, adjustment will be made for any overpayment of vacation.
- (ii) All requests for vacations and leaves of absence for vacation purposes shall be subject to the operational requirements of the Employer.
 - (iii) Where an employee is entitled to fifteen (15) or more days of annual vacation, the employee may be required to take up to 10 of those days consecutively.
 - (iv) An employee who is entitled to twenty (20) or more working days of annual vacation shall take at least fifteen (15) working days of such annual vacation during the year in which such vacation is earned and may defer the taking of any part of such annual vacation in excess of fifteen (15) working days, PROVIDED HOWEVER, that the maximum deferred vacation which an employee may accumulate at any one time pursuant to this Clause shall be twenty (20) working days.
 - (v) An employee entitled to five (5) weeks of annual vacation shall be entitled to defer up to five (5) days per year vacation into an early retirement bank. Such deferred vacation may only be taken immediately prior to retirement. The Employer may, at its sole discretion, permit an employee to use such banked vacation under other circumstances. All other vacation time earned must be taken within twelve (12) months of earning it or it will be either scheduled by the Employer or, at the Employer's option, paid out.

(b) Vacation Pay

All employees, other than those entitled to a percentage of earnings in lieu of vacation, will be paid during their annual vacations at their respective regular or classified rates of pay.

(c) Vacation Pay Adjustment

As soon as possible following December 31st in each year, a vacation pay adjustment will be made in a lump sum to all employees other than those entitled to an annual percentage of earnings in lieu of vacation, where such employee's annual basic earnings exclusive of overtime and any other premium payments not normally taken into account in the computation of annual vacation pay exceeds their regular base rate earnings during the year in question. Such cash payments shall reflect the proportionate difference between the actual annual basic earnings and regular base rate of pay applied to the employee's annual vacation pay for the year in question, but shall not be paid in any case where the total amount payable is less than ten dollars (\$10.00).

11. STATUTORY HOLIDAYSFull-Time Employees

- (a) All Full-Time Employees who have completed one (1) month of employment shall be entitled to a holiday with pay for the following statutory holidays, namely: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.
- (b) In the event a Statutory Holiday defined in paragraph (1) falls on a non-work day for a Full-Time Employee, the Employer shall designate another work day for the employee to observe the Statutory Holiday.

When a Statutory Holiday is moved to another day:

- (1) work performed by an employee on the day from which the holiday was moved shall not attract Statutory Holiday premium pay, and
- (2) work performed by an employee on the day to which the holiday was moved shall be considered as work performed on a Statutory Holiday.
- (c) All Full-Time Employees not required to work on a Statutory Holiday shall receive holiday pay equal to one (1) normal day's pay.

All Full-Time Employees required to work on a Statutory Holiday shall be paid their normal day's pay for the said holiday and in addition thereto shall receive pay equivalent to two (2) times the number of hours worked on the holiday.

- (d) The premium rate which is paid for hours worked on Statutory Holidays is not to be treated as an overtime premium but overtime rates based on straight-time rates will become applicable if work on a Statutory Holiday extends beyond the normal daily hours.

12. LEAVE OF ABSENCE

(a) Union Officials

- (i) All applications for leave of absence whether with or without pay shall be granted only to those official Union representatives whose absence in any specific case does not interfere with the operation of the Employer.
- (ii) With respect to any leave of absence granted without pay, the Employer shall continue to pay each representative's regular wage or salary and shall render an account to the Union for such amount plus an additional flat rate of twenty-two percent (22%) of the wage or salary to offset the costs of benefits paid by the Employer while representatives are on leave of absence. The Union shall reimburse the Employer within thirty (30) calendar days of receipt of the account.
- (iii) Upon application to, and upon receiving the permission of the Employer in each specific case, one (1) official representative of the Union may be granted time off without loss of pay for the purpose of settling a grievance as outlined elsewhere in this Agreement.
- (iv) Upon application to, and upon receiving the permission of the Employer in each specific case, one (1) official representative of the Union may be granted leave of absence for the purpose of collective bargaining with the Employer or for other Union business. For the representative, leave for collective bargaining meetings with the Employer shall be without loss of pay; leave for any other Union business not specifically provided for in this Article 12(a) shall be without pay.
- (v) The Union shall provide the Village with a list of its elected officers, job stewards and any other official representatives. The list shall be kept current by the Union at all times.

(b) Compassionate Leave

- (i) Any employee who has completed six (6) calendar months of employment, may be granted compassionate leave without loss of pay for a period not to exceed three (3) working days (twenty-four (24) hours) in the following events:
 - (1) in the case of the death of the employee's spouse, child, ward, brother, sister, parent, parent-in-law, brother/sister-in-law, son/daughter-in-law, grandchild, grandparent, guardian or common-law spouse; or

- (2) in the case of the death of any other relative if living in the employee's household.
- (ii) Requests for leave under paragraph (i) herein shall be submitted to the Village Administrator who will determine and approve the number of days required in each case.
- (iii) An employee who qualifies for compassionate leave without loss of pay under paragraph (i) herein, and who is required to travel to a point outside the Lower Mainland of British Columbia (defined as the area included within the Greater Vancouver Regional District, Fraser Valley Regional District, Squamish-Lillooet Regional District, Powell River Regional District and Sunshine Coast Regional District) may be granted additional leave without loss of pay for a further period of two (2) working days.
- (iv) An employee who qualifies for compassionate leave without loss of pay under paragraph (i) herein may be granted such leave when on annual vacation if approved by the Village Administrator. An employee who is absent on sick leave with or without pay or who is absent on Workers' Compensation, shall not be entitled to such compassionate leave without loss of pay.
- (iv) Upon application to, and upon receiving the permission of the Village Administrator, an employee may be granted leave of up to one-half (½) day without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered by paragraph (i) herein.

(c) Jury Duty and Witness Leave

Any employee called for jury duty or as a court witness shall be allowed time off during the period of such duty and the employee's regular pay shall be continued. Any remuneration for lost wages received for such duty will be remitted to the Employer.

(d) Maternity and Parental Leave

(i) Length of Leave

Birth Mother

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to thirty-five (35) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave.

In the event the birth mother dies or is totally disabled, an employee who is the father of the child shall be entitled to both maternity and parental leave without pay.

Birth Father and Adoptive Parent

An employee who is the birth father, the adoptive father or the adoptive mother shall be entitled to up to thirty-seven (37) consecutive weeks of parental leave without pay. The employee shall take the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee.

Extensions - Special Circumstances

An employee shall be entitled to extend the maternity leave by up to an additional six (6) consecutive weeks' leave without pay where a physician certifies the employee as unable to return to work for medical reasons related to the birth.

An employee shall be entitled to extend the parental leave by up to an additional five (5) consecutive weeks' leave without pay where the child is at least six (6) months of age before coming into the employee's care and custody and the child is certified as suffering from a physical, psychological or emotional condition.

Provided however, that in no case shall the combined maternity and parental leave exceed fifty-two (52) consecutive weeks following the commencement of the leave.

(ii) Notice Requirements and Commencement of Leave

- (1) An employee who requests parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.
- (2) An employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. (In the case of adoption of a child, the employee shall provide as much notice as possible.)
- (3) The Employer may require a pregnant employee to commence maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy. In such cases, the employee's previously scheduled leave period will not be affected.
- (4) An employee on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date the employee intends to return to work.
- (5) An employee who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.

- (6) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, her maternity leave will be deemed to have started on the date she gave birth.

(iii) Return to Work

On resuming employment an employee shall be reinstated in the employee's previous or a comparable position and for the purposes of pay increments and benefits, referenced in (e) herein, and vacation entitlement (but not for public holidays or sick leave) maternity and parental leave shall be counted as service. Vacation pay shall be prorated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation which is unpaid.

(iv) Sick Leave

- (1) An employee on maternity leave or parental leave shall not be entitled to sick leave during the period of leave.
- (2) Subject to paragraph (iv)(1), an employee on maternity leave or parental leave who has notified the Employer of the intention to return to work pursuant to paragraph (ii)(5) and who subsequently suffers any illness or disability which prevents the employee from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which such employee would otherwise have returned to work.

(v) Benefits

- (1) MSP, Dental, EHB, and Life Insurance benefits shall continue uninterrupted during the period of time the employee is on maternity and/or parental leave provided that the employee makes arrangements prior to commencing the leave to pay the employee's share of the benefit premiums for that period where the premiums are cost-shared. Where an employee makes arrangements to continue benefits coverage all benefits named in this paragraph shall continue.
- (2) Pension contributions will cease during the period of the leave unless the employee makes arrangements prior to commencing the leave to pay the contributions pursuant to the provisions of the *Public Sector Pension Plans Act*, Municipal Pension Plan.

(vi) Supplementary Employment Insurance Benefits

- (1) Birth mothers who are entitled to maternity leave and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments.

- (2) Subject to approval of the Employment Insurance Commission, birth fathers who, due to the death or total disability of the birth mother, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.
- (3) The SEIB Plan is intended to supplement the Employment Insurance benefits received by employees while they are temporarily unable to work as a result of giving birth.
- (4) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and ninety-five percent (95%) of their gross weekly earnings and is paid as follows:
 - (a) for the first six (6) weeks, which includes the two week Employment Insurance waiting period; and
 - (b) up to an additional eleven (11) weeks will be payable if an employee continues to receive Employment Insurance benefits and is unable to work due to a valid health reason related to the birth and provides the Employer with satisfactory medical evidence.
- (5) The Plan meets the requirements of Section 38 of the Employment Insurance Regulations, specifically that, when combined with an employee's weekly Employment Insurance benefit, the payment will not exceed the claimant's normal weekly earnings from employment and an employee's accumulated leave credits will not be reduced.
- (6) Income tax rules or regulations may require a payback of Employment Insurance earnings, depending upon the tax rules in effect at the time an employee is receiving benefits. Under the SEIB Plan, the Employer does not guarantee any specific level of earnings but rather are liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any paybacks arising from changes to or the application of the tax regulations.

13. GRIEVANCE PROCEDURE AND ARBITRATION

- (a) During the term of this Agreement, any difference concerning the discipline, dismissal, or suspension of an employee or the interpretation, application, operation or any alleged violation of this Agreement, including any question as to whether any matter is arbitrable, shall be finally and conclusively settled without stoppage of work by the following procedure.

(b) Grievance Procedure

Step 1

The employee involved and an authorized Union representative shall, within fourteen (14) calendar days of the circumstances giving rise to the grievance, reduce the grievance to writing with full particulars, and shall seek to settle the dispute with the immediate non-bargaining unit supervisor. The supervisor shall provide a written response within fourteen (14) calendar days of receipt of the grievance. If the immediate supervisor is the Village Administrator, Step 2 may be by-passed.

Step 2

If the matter is not resolved in Step 1, the Union may pursue the grievance by referring the matter to the Village Administrator in writing within fourteen (14) calendar days of receipt of the immediate supervisor's response. The Village Administrator may meet with a representative of the Union and shall have fourteen (14) calendar days from the date of referral in which to render a written decision.

Step 3

If the matter is not resolved in Step 1 or 2, either party may refer the dispute to arbitration within fourteen (14) calendar days, of receipt of the Village Administrator's decision.

Notwithstanding the above, if the party that referred a grievance to arbitration does not pursue the grievance (by naming their representative, if applicable, and counsel) within ninety (90) calendar days of the date the grievance was referred to arbitration, the grievance shall be deemed to have been abandoned.

(c) Board of Arbitration

Either party shall notify the other, in writing, of the question(s) to be arbitrated and the name and address of its chosen representative on the Arbitration Board. After receiving such notice, the other party shall, within fourteen (14) calendar days, appoint its representative on the Arbitration Board and give notice, in writing, of such appointment to the other party.

The representatives of the parties concerned shall meet within fourteen (14) calendar days of the appointment of the last representative and endeavour to select the third member who shall be Chairperson. If, within fourteen (14) calendar days of their first meeting, the two representatives fail to select a third member as Chairperson, either party to this Agreement may request the Minister of Labour to appoint a Chairperson.

Each party shall bear the expenses of its appointed representative and shall pay one-half (½) of the expenses and compensation of the Chairperson.

Within fourteen (14) calendar days following the establishment of the board of Arbitration, it shall report its decision on the grievance. The majority decision of the Board shall be final and binding on all persons bound by this Agreement.

- (d) The time limits stipulated in both the grievance and arbitration procedures may be extended by mutual consent of the parties.
- (e) The Employer shall have the same rights as the Union to file and process a grievance.

14. DISCIPLINE

Where the Employer intends to meet with an employee for the purpose of administering discipline, the employee may elect to have a Union representative present. Where the employee elects not to have a Union representative present, or a Union representative is not available, the absence of a Union representative shall not affect the Employer's right to impose discipline and shall not be used as a reason to request an Arbitrator to amend or overturn the discipline.

15. POSTING AND FILLING VACANCIES

(a) Postings

- (i) Any new or vacant regular full-time position that the Employer intends to fill, or any temporary position whose duration is expected to exceed six (6) months, shall be posted for ten (10) calendar days; a copy of the posting shall be mailed to the Secretary of the Union.
- (ii) In addition to other information, postings shall contain a general description of the position, qualifications, required knowledge and education, wage, and hours of work.
- (iii) A posted position will normally be filled not later than thirty (30) days after posting of the notice. Nothing in this section, however, shall preclude cancellation of the posting. The Secretary of the Union shall be informed, in writing, of the name of the successful applicant within seven (7) days of the position being filled.

(b) Filling Vacancies

In making appointments, promotions, transfers and demotions, the skill, knowledge and ability of the applicants shall be the primary consideration, and where such qualifications are equal, length of service shall be the determining factor.

16. SENIORITY, LAYOFF, AND RECALL(a) Seniority

- (i) Regular employees shall acquire seniority upon completion of the Probation Period.
- (ii) Upon qualifying for seniority, a regular employee shall be credited with seniority retroactive to the date the employee commenced full-time employment.

(b) Layoff(i) Layoff Defined

A layoff is defined as a reduction in the regular work force or a reduction in the regular hours of work of an employee.

(ii) Notice

Regular employees who are to be laid off will be given written notice or pay in lieu of notice as follows:

Upon the completion of three (3) months of service up to and including the completion of one (1) year of service – one (1) week's notice.

Following the completion of one (1) year of service to and including the completion of three (3) years of service – two (2) weeks' notice.

For each complete year of service following the completion of the third year of service – one (1) additional week of notice to a maximum of eight (8) weeks of notice.

Layoff notice shall not apply to temporary layoff caused by inclement weather, strikes, lockouts, or other emergency circumstances beyond the control of the Employer.

(iii) Bumping Procedures

Where a position is being eliminated, an employee, upon receiving written layoff notice shall have the option of accepting the layoff or exercising bumping rights. Where an employee's regular hours are being reduced, the employee has the option of accepting the position with the reduced hours.

An employee who has been laid off may bump a less senior employee providing that the employee has the ability and qualifications to perform the job.

A laid off or displaced employee wishing to exercise bumping rights shall, within five (5) working days of receiving written notification of layoff, submit in writing

to the Village Administrator, or designate notice of intent to exercise the bumping procedures and shall indicate the position being bumped into. The Employer shall provide any information regarding seniority of employees and required qualifications for positions which the laid off employee may require. The Employer shall advise the employee, in writing, within two (2) working days, of acceptance or rejection of the bump.

(c) Recall

Effective 2013 November 05:

No new employees shall be hired following a layoff until those who were laid off have been given a reasonable opportunity of recall as follows:

Laid off employees shall be recalled in order of seniority to any position for which they are qualified to perform. Laid off employees shall keep the Employer informed of their current address and telephone number. If the Employer is unable to contact the employee by telephone, notice of recall shall be delivered to the employee's last address. The employee must contact the Employer no later than two (2) working days following receipt of notice and arrange a return to work. The employee shall have five (5) working days after contacting the Employer to return to work. A Regular Employee shall lose seniority and the right of recall if continuously laid off for a period of more than twelve (12) consecutive months.

Failure to respond to the notification within the stipulated time limits will result in the loss of recall rights.

17. GENERAL PROVISIONS

(a) Labour – Management Committee

- (i) A Joint Labour – Management Committee shall be established for the purpose of discussing issues relating to the workplace that affect the parties to this Agreement. The Committee shall not have the jurisdiction to discuss grievances.
- (ii) The Joint Labour – Management Committee shall consist of up to two (2) representatives of the Union and two (2) representatives of the Employer.
- (iii) Employees in attendance shall not suffer a loss of pay for attending Joint Labour – Management Committee meetings.

(b) Right to Access File

An employee shall have the right to have access to and review his or her personnel file, with a Steward in attendance, and shall have the right to receive a copy of and dispute, in writing, any document contained therein.

(c) Sexual Harassment

The Village and the Union agree that sexual harassment will not be tolerated in the workplace.

THE VILLAGE OF LIONS BAY:

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 389:

“Karl H. Buhr”

“Cindy McQueen”

MAYOR

“M. Koonts”

“Kathy McMahon” /STUP

VILLAGE ADMINISTRATOR

SECRETARY

2015/03/11

07/20/2015

Date Signed

Date Signed

