



COLLECTIVE AGREEMENT

BETWEEN

THE TOWN OF PORT MCNEILL

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 401**



JULY 1, 2018 TO JUNE 30, 2023

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LETTER OF UNDERSTANDING NO. 132

THIS AGREEMENT made this: 23rd day of August, 2018

BETWEEN:

THE TOWN OF PORT MCNEILL

(hereinafter called the "Employer")

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 401

(hereinafter called the "Union")

It is the purpose of both parties to this Agreement:

- (a) To improve relations between the Employer and the Union and provide settled and just conditions of employment.
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.
- (c) To encourage efficient and effective operations.
- (d) To promote the morale, well-being and security of all employees in the bargaining unit of the Union, and

It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

ARTICLE 1 - DEFINITIONS**1.01 Regular Full-Time Employee**

A regular full-time employee is an employee who has completed the probationary period and who works the full-time hours of eight (8) hours per day five (5) days per week or forty (40) hours per week and twelve (12) months of the year. Regular full-time employees shall accumulate seniority based on date of hire.

1.02 Student Employees

The Parties could not reach agreement. The Union put the Employer on notice that it will be asking for the assistance of the Labour Relations Board of BC to resolve this matter.

1.03 Probationary Period

Newly hired employees shall be considered on a probationary basis for a period of ninety (90) working days from date of hire.

1.04 Seniority

For the purposes of this Agreement, seniority shall be used for scheduling, promotions, staff changes, lay-off, permanent reduction of the work force, and recall, as set out in other provisions of this Agreement.

1.05 Length of Service

For the purposes of this Agreement the employee's service date shall be their date of hire and shall be used for all service related benefits.

1.06 Time Worked

For the purposes of this clause, time worked for regular full-time employees includes sick leave, pregnancy, bereavement leave, jury duty, vacation with pay, and any approved leaves of absence with pay.

ARTICLE 2 - MANAGEMENT RIGHTS**2.01 Management Rights**

The Union recognizes that it is the right of the Employer to exercise the regular and customary function of the Employer and to direct the working forces, subject to the terms of this Agreement. The question of whether any of these rights are

limited by this Agreement shall be decided through the Grievance and Arbitration procedure.

2.02 No Discrimination

The Employer shall exercise its rights in a fair and reasonable manner. The Employer's rights shall not be used to direct the working force in a discriminatory manner. Nor shall these rights be used in a manner which would deprive any employee of their employment, except through just cause (as per Article 4).

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 401 as the sole and exclusive collective bargaining agent for all its employees employed in the pool and arena and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

The Parties could not reach agreement on the issue of Student Employees. The Union put the Employer on notice that it will be asking for the assistance of the Labour Relations Board of BC to resolve this matter.

3.02 Work of the Bargaining Unit

Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except the Foreman working with the members and in cases mutually agreed upon in writing by the parties.

3.03 No Other Agreements

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

3.04 Right of Fair Representation

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. For the purposes of meetings, such

representative(s)/advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

3.05 Union Officers and Committee Members

Union Officers and Committee Members shall be entitled to leave their work during working hours to carry out their functions under this Agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer and participation in negotiations and arbitration. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing such Union duties, including work performed on various committees, shall be considered as time worked.

3.06 New Employees

- (a) The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the clauses dealing with Union Security and Dues Check-off.
- (b) Copies of Agreement

On commencing employment, the employee's immediate supervisor shall introduce the new employee, either personally or by way of e-mail, to their Shop Steward or Representative. The Shop Steward will be allowed up to fifteen (15) minutes to meet with the new employee(s) for the purpose of Union orientation. A copy of the Agreement shall be presented to the new employee not later than the implementation of the Dues Check-off.

ARTICLE 4 - HUMAN RIGHTS

4.01 No Discrimination

- (a) The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotions, transfers, layoff, discipline, discharge or otherwise by reason of age, race, creed, colour, physical handicap, national origin, political or religious affiliation, sex, sexual orientation, family status or marital status; nor by reason of their membership in the Union. This Article shall not apply to normal retirement in accordance with the Municipal Pension Plan.

- (b) The application of the foregoing shall be subject to Section 13(4) of the Human Rights Code of B.C. that requires the test of bona fide and reasonable justification to those matters as expressed in the Human Rights Code.
- (c) The parties agree that complaints filed under Article 4, found to be a deliberate untruth or containing untrue statements, may be subject to discipline.

4.01 Sexual Harassment

- (a) The Employer and the Union recognize the right of employees to work in an environment free from sexual harassment and agree to cooperate in attempting to resolve, in a confidential manner, all complaints of sexual harassment which may arise in the work place.
- (b) Cases of sexual harassment shall be considered as discrimination and, if not resolved on a confidential basis pursuant to Article 7.02 (i) above, shall be eligible to be processed as a grievance.
- (c) Sexual harassment shall be defined as any sexually oriented practice which undermines an employee's health, job performance or endangers an employee's employment status or potential.
- (d) Sexual harassment examples may include but are not limited to:
 - (i) Engaging in a course of vexatious (annoying, irritating) comments or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome.
 - (ii) Sexual solicitation or advance or inappropriate touching and sexual assault.
 - (iii) A reprisal, or threat of reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.

4.02 Personal Harassment

- (a) The Employer and the Union recognize the right of employees to work in an environment free from personal harassment and agree to cooperate in attempting to resolve complaints of personal harassment which may arise in the workplace.

For the purposes of this Article:

- (i) Personal harassment is generally a pattern of behaviour consisting of offensive comments, bullying or actions that serve to demean, belittle or intimidate an employee(s) or cause personal humiliation.
 - (ii) Personal harassment may include conduct related to unlawful discrimination under the Human Rights Code.
- (b) Personal harassment does not include reasonable management activities to direct and manage the work force, including counseling, performance management and corrective discipline.
- (i) Cases of personal harassment shall, if not resolved, be eligible to be processed as a grievance.

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT

5.01 All Employees to be Members

Within one (1) week of the signing of this Agreement, all employees of the Employer shall, as a condition of employment, become and remain members in good standing of the Union, according to the constitution and by-laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) calendar days of employment.

The Parties could not reach agreement on the issue of Student Employees. The Union put the Employer on notice that it will be asking for the assistance of the Labour Relations Board of BC to resolve this matter.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 Check-Off Payments

The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

6.02 Deductions

Deductions shall be forwarded in one (1) cheque to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month for which the dues were levied. The cheque shall be accompanied by a list of the names,

addresses, and classifications of employees for whose wages the deductions have been made together with the hours worked and the amounts deducted in each case. A copy of this list shall be forwarded by the Employer to the Secretary-Treasurer of the Canadian Union of Public Employees, Local 401.

6.03 Dues Receipt

At the same time that Income Tax (T-4) slips are made available, the Employer shall include, on the T4 the amount of Union dues paid by each Union member in the previous year.

ARTICLE 7 - CORRESPONDENCE

7.01 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Chief Administrative Officer of the Employer and the Unit Chairperson of the Union with an electronic copy to the Administrative Assistant of Union Local 401.

ARTICLE 8 - LABOUR MANAGEMENT COMMITTEE

8.01 Establishment of Committee

A 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. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees. The committee shall meet when called, at the request of either party, with agenda items from both the employer and union provided prior to the meetings

8.02 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint Chairpersons as promptly as possible after the close of the meeting.

The Union, the CUPE Representative and the Employer shall each receive two (2) signed copies of the minutes within three (3) days following the meeting:

8.03 Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

It is agreed that discussion and recommendations are the Committee's only function.

ARTICLE 9 - LABOUR MANAGEMENT BARGAINING RELATIONS

9.01 Representatives

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. No employees or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson.

In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

9.02 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed and consist of not more than one (1) member of the bargaining unit, a member of the executive of Local 401 plus a CUPE National Representative. The Union will advise the Employer of the Union members of the Committee.

9.03 Function of Bargaining Committee

All matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions, shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement.

9.04 Time Off For Meeting

Any representative of the Union or the Bargaining Committee, who is in the employ of the Employer, shall have the right to attend meetings held within working hours without loss of remuneration.

ARTICLE 10 - RESOLUTIONS AND REPORTS OF THE EMPLOYER

10.01 Employer Shall Notify Union

Any recommendations about to be made to the regular open meeting of Council dealing with matters of policy and/or conditions of employment and which affect employees within this bargaining unit, shall be communicated by the Employer to the Union in time to afford the Union a reasonable opportunity to consider them.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 Recognition of Union Shop Stewards and Grievance Committee

To provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Shop Stewards. The Shop Steward may assist any employee which the Shop Steward represents, in preparing and presenting their grievance in accordance with the Grievance Procedure.

11.02 Names of Shop Stewards

The Union shall notify the Employer in writing of the name of the Shop Steward, before the Employer shall be required to recognize the Shop Steward.

11.03 Grievance Committee

The Grievance Committee shall be composed of the President, the Vice-President and the 2nd Vice-President of the Union.

11.04 Permission to Leave Work

The Employer agrees that Shop Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes as provided in this Article. The Union recognizes that each Shop Steward is employed by the Employer and that they should not leave their work during working hours except to perform their duties under this Agreement.

Therefore, no Shop Steward shall leave their work without obtaining the permission of their Supervisor, which permission shall not be unreasonably denied with twenty-four (24) hours' notice.

11.05 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement or a case where the Employer or Union has acted allegedly unjustly, improperly, or unreasonably.

11.06 Settling of Grievances

Should any difference arise between the persons bound by this Agreement concerning its interpretation, application, operation or alleged violation thereof, there shall be no stoppage of work on account of such a difference. The employee(s) shall, along with their Shop Steward, within five (5) working days of gaining knowledge of such misinterpretation, misapplication, mis-operation or alleged violation attempt to settle the matter in the following manner:

Step 1

The grievance shall be stated in writing and submitted to the Department Head. The Department Head shall meet with the employee and Union Steward within five (5) days of receipt of the grievance. The parties will have a further three (3) working days to make an investigation and bring about a settlement.

Step 2

Should the parties be unable to settle the matter under Step 1, the grievance shall be submitted to the Chief Administrative Officer within five (5) working days. A hearing shall be conducted with the aggrieved employee, the Grievance Committee of the Union and the Employer. The Employer shall respond in writing within five (5) working days.

Step 3

The parties to this Agreement agree that if a grievance has been heard through all previous steps of the Grievance Procedure, that the matter be referred to Arbitration and either party may utilize the Mediation Services under Section 87 and/or 105 of the Labour Relations Code to attempt to resolve the matter.

11.07 Policy Grievance

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

11.08 Grievance Timelines

Timelines referred to in Article 11 may be extended by either party.

ARTICLE 12 - ARBITRATION

12.01 Composition of Board of Arbitration

The parties may agree on the appointment of a single Arbitrator who shall then comprise the Arbitration Board.

If either party requests a Board of Arbitration, each party's nominee shall contact the selected Arbitrator to initiate the process.

12.02 Failure to Appoint

Should the representatives fail to select such a third member within five (5) days from the appointment of the last representative, either party may request the Minister of Labour of the Province of British Columbia to appoint a Chairperson.

12.03 Board Procedure

Within fourteen (14) 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, but the Board shall not have the power to alter the wording of the Agreement in any way.

12.04 Decisions of the Board

When a settlement is reached at any stage of this procedure, such decision shall be final and binding on both parties.

12.05 Expenses of the Board

The expenses and compensation of the Chairperson shall be shared equally between the parties. The expenses and compensation of the representative selected shall be borne by the respective parties.

ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE

13.01 Discharge and Discipline Procedure

An employee may be disciplined or discharged but only for just cause. Prior to the imposition of discipline or discharge, an employee shall be given the reason in the presence of their Shop Steward or Union Representative. Such employee and the Union shall be notified promptly in writing by the Employer with full disclosure of the reason for such discipline or discharge. Failure to conform with the requirements of this Clause shall render the discipline or discharge null and void.

The Employer agrees that Shop Stewards shall not be interfered with in any way in the performance of their duties, nor suffer any loss of wages, while investigating disputes as provided in this Article. The Union recognizes that each Shop Steward is employed full-time by the Employer and they will not leave their work during working hours except to perform grievance duties under this Agreement. Therefore, no Shop Steward shall leave their work without obtaining the permission of their immediate manager.

13.02 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 12, Grievance Procedure. Step 1 of the Grievance Procedure shall be omitted in such cases.

13.03 Designation of Supervisor

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

13.04 Crossing of Picket Lines During Strike

An employee covered by this Agreement shall have the right to refuse to cross a picket line or refuse to do the work of striking or locked-out employees, or refuse to handle goods from an Employer where a strike or lockout is in effect. Failure to cross such a picket line or to perform the work of striking or locked out employees or to handle goods from an Employer where a strike or lockout is in effect by a member of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action, other than loss of wages for the period involved.

The above will be contingent upon normal levels of essential services.

13.05 Political Action

No employee shall be disciplined for participation in any political action(s) outside of working hours.

13.06 Right to Have Shop Steward Present

An employee shall have the right to have their Shop Steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a Supervisor intends to interview an employee for disciplinary purposes, the Supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact their Shop Steward to be present at the interview.

A Shop Steward or Local Union Officer shall have the right to consult with a CUPE Staff Representative and to have them present at any discussion with Supervisory personnel which might be the basis of disciplinary action.

The above will not prevent the Supervisor from discussing matters with the employee if no immediate disciplinary action is intended.

13.07 Personnel Records

Any employee shall have the right at any time to have access to and review their personnel record with twenty-four (24) hours' advanced notice.

Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record.

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

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

ARTICLE 14 - SENIORITY

14.01 Seniority Defined

Seniority is defined as the date of hire with the Employer prior to the certification or recognition of the Union. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, lay-off, permanent reduction of the

workforce, and recall, as set out in other provisions of this Agreement, provided the employee meets the qualifications of the position.

14.02 Seniority List

The Employer shall maintain a seniority list showing the current position, the date upon which each employee's service commenced based on their date of hire. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

14.03 Probation for Newly-Hired Employees

A newly-hired employee shall be on probation only for the first ninety (90) days of their employment. During the probation period, the employee shall be entitled to all rights of this Agreement. After completion of the probationary period, seniority shall be effective from the original date of employment. Employee Benefits will commence on the first day of the month following completion of the probation period.

In assessing the discharge of a probationary employee, an Arbitrator shall consider whether the standards expected were reasonable, whether the employee was notified of them, and given a fair opportunity to demonstrate their ability, whether the employee was notified of deficiencies in their performance, and given an opportunity to correct them, and whether the Employer's assessment of the employee was fair and reasonable.

14.04 Loss of Seniority

- (a) An employee shall not lose seniority/length of service and shall continue to accrue seniority/length of service if they are absent from work because of sickness, disability, accident, pregnancy/parental leave to the Employer (as per Clause 24.08), approved leave of absence to take a course related to the employee's job, or Union leave.
- (b) Employees shall only lose their seniority/length of service in the event:
 - (i) They are discharged for just cause and are not reinstated.
 - (ii) They are on lay-off for a period in excess of eighteen (18) months.
 - (iii) They resign in writing.
 - (iv) They retire.
 - (v) They are recalled and fail to return within fourteen (14) days.

- (vi) They take a leave of absence without prior approval.

14.05 Transfer and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such employee shall have the right to return to their position in the bargaining unit during their trial period, which shall be a maximum of sixty (60) working days. If an employee returns to the bargaining unit, they shall be placed in a job consistent with their seniority. Such return shall not result in the lay-off or bumping of an employee holding greater seniority.

ARTICLE 15 - PROMOTIONS AND STAFF CHANGES

15.01 Job Postings

When a new position is created, or when a vacancy of a temporary or permanent nature occurs, which shall include the resignation of an incumbent, the Employer shall immediately post notice of the position in the Employer's offices, locker rooms, shops, and on all bulletin boards for a minimum of one (1) week, so that all employees will know about the vacancy.

15.02 Information in Postings

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, hours of work per week, wage or salary rate or range. Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner.

15.03 No Outside Advertising

No outside advertisement for a bargaining unit vacancy shall be placed until the applications of present Union members have been fully processed.

15.04 Role of Seniority in Promotions, Transfers and Staff Changes

Both parties recognize:

- (a) the principle of promotion within the service of the Employer;

(b) that job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications.

15.05 Trial Period

The successful applicant shall be notified within one (1) week following the end of the posting period. They shall be given a trial period of twenty-eight (28) days, during which time they will receive the necessary training for the position. The Employer shall not curtail the trial period without just cause, before it has run its full course. Conditional upon satisfactory service, the employee shall be declared permanent after the trial period of twenty-eight (28) days. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

ARTICLE 16 - LAY-OFFS AND RECALLS

16.01 Definition of Lay-off

A lay-off shall be defined as a reduction in the workforce or a reduction in the regular hours of work as defined in this Agreement.

16.02 Role of Seniority in Lay-offs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the employee with less seniority. The right to bump shall include the right to bump up.

16.03 Recall Procedure

Employees shall be recalled in the order of their seniority.

16.04 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall.

16.05 Advance Notice of Lay-off

Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off, twenty (20) calendar days prior to the effective date of lay-off. If the employee has not had the opportunity to work the days as provided in this Article, they shall be paid for the days for which work was not made available.

ARTICLE 17 - HOURS OF WORK

17.01 Hours of Work

(a) Regular Work Week

- (i) The normal work week for a full-time employee shall be five (5) consecutive days, normally Monday to Friday from 7:45 am to 4:30 pm.
- (ii) The normal work day for a full-time employee shall be eight (8) hours plus an unpaid meal period of forty-five (45) minutes within a span of eight hours and forty-five minutes (8.75).
- (iii) The normal work week for a full-time employee shall be forty (40) hours exclusive of meal periods.

(b) Paid Meal Break

An employee who is required to remain at the work site during their lunch break period shall be paid for that lunch break at straight-time rates.

17.02 Minimum Hours

- (a) The minimum hours of work shall be two (2) consecutive hours.
- (b) Employees, who report for work on any work day and do not commence work, shall be paid for two (2) hours at their regular wage.

17.03 Paid Rest Period

Employees shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half (1/2) and the second half (1/2) of each scheduled work period in an area made available by the Employer. Employees shall be entitled to an additional fifteen (15) consecutive minutes for every two (2) hour period worked beyond an eight (8) hour shift.

ARTICLE 18 - OVERTIME**18.01 Overtime Defined**

- (a) Overtime shall be defined as all work in excess of the applicable normal and/or regularly scheduled work day or the applicable normal and/or regularly scheduled work week as set out in Article 17.
- (b) Overtime shall be time and one-half (1.5x) for the first four (4) hours and double time (2x) thereafter for each assignment.

18.02 Supply of Meals and Meal Allowance

Should an employee be requested to work beyond ten (10) hours in a work day, time off for meals will be provided. The meals of a regular shift are the employee's responsibility. If overtime reflects an emergency, the Employer will pay twenty dollars (\$20.00) to all affected employees.

18.03 Emergency Overtime

- (a) The employee may refuse to work overtime except in an emergency situation.
- (b) An emergency situation is defined as a sudden and unexpected turn of events calling upon the municipality to take immediate action to prevent worsening of the situation, particularly where there is an immediate threat to life, health or property.

18.04 No Lay-Off to Compensate for Overtime

An employee shall not be required to lay-off during regular hours to equalize any overtime worked.

18.05 Sharing of Overtime

Wherever possible, overtime shall be divided equally amongst employees who are willing and qualified to perform the available work.

18.06 Call-out

(a) Emergency Call-out

Employees called for emergency work prior to or after their regular shift or on a Saturday or Sunday shall be paid a minimum of two (2) hours at overtime rates.

- (b) The first four (4) hours shall be paid at one point five times (1.5x). All hours worked beyond four (4) hours shall be paid at double (2x) the employees' hourly rate of pay.

18.07 Time Off in Lieu of Overtime

Instead of cash payment for overtime, an employee may choose to receive time off at the overtime rate at a time mutually agreed to. The maximum amount allowed to be carried in the bank is one (1) week of an employee's regularly scheduled hours.

Employees may use banked time and may replenish to the above-noted amount.

ARTICLE 19 - GENERAL HOLIDAYS

19.01 General Holidays

An employee working full-time shall receive their normal day's pay at their regular rate for each of the following General Holidays and any other holidays declared by the Federal or Provincial governments or the Employer.

Should a General Holiday fall on a Saturday, the preceding Friday will be observed as a holiday and for Sunday, the following Monday will be observed as the holiday.

19.02 Day Off in Lieu

- (a) A regular full-time employee who is entitled to a General Holiday with pay which occurs on a normal working day for the employee shall be paid for the day.

If the full-time employee works on the General Holiday, the employee shall be given another day off in lieu with pay as well as being paid for all hours worked on the General Holiday at the rate of one and one-half times (1.5x) the employee's rate

- (b) If a part-time employee works on the General Holiday, the employee shall be paid for all hours worked on the General Holiday at the rate of one and one-half times (1.5x) the employee's rate

ARTICLE 20 - VACATIONS

20.01 Annual Vacation Regular Employees

- (a) Annual vacation for regular employees shall be:

Years of Service	No. of vacation days Effective July 1, 2018	No. of vacation days Effective January 1, 2020
During 1 st year	10	10
2	15	15
3	15	15
4	15	15
5	15	15
6	20	20
7	20	20
8	20	20
9	21	21
10	22	22
11	22	22
12	22	22
13	25	25
14	25	25
15	25	25
16	25	25
17	25	25
18	25	25
19	25	25
20	25	25
21	25	26
22	25	27
23	25	28
24	25	29
25-plus	25	30

20.02 Annual Vacation Entitlement

Vacation entitlement shall be taken before December 31st of each year.

The carry-over of vacation shall be limited to one (1) week of the earned annual vacation and shall be paid out at the rate earned.

Employees may request to carry more vacation time into the next year for special circumstances and approval shall not be unreasonably denied.

20.03 Calendar Year

For the purposes of this Agreement, the calendar year shall be January 1st to December 31st in each year inclusive.

20.04 Scheduling of Vacations

Scheduling of vacations shall be granted on a seniority basis up through March 31st of each year. Vacation may only be taken in blocks of two (2) weeks during the months of July and August. Vacation days requested commencing with a statutory holiday shall be shared equally.

Vacation requests shall be completed on the form provided with a copy being returned to the employee stating acceptance or denial. Employees must schedule their vacation thirty (30) days prior to the date their vacation will commence. Insofar as possible, vacations shall be granted at times most desired by employees, but the final right of allotment of vacation period is reserved by the Employer in order to ensure official and orderly operations. Emergency situations will be seriously considered. Approval or denial of a vacation request will be provided to the employee within five (5) working days of the submission of that request. Vacation requests shall not be unreasonably denied. An employee will be informed by their Supervisor in writing why their vacation is denied.

20.05 Vacation Time Taken Prior to Being Earned

Vacation time taken prior to being earned will be reconciled upon termination of employment through payroll deduction.

ARTICLE 21 - SICK LEAVE

21.01 Sick Leave Accumulation

Regular full-time employees shall be entitled to eighteen (18) days' sick leave with pay in each calendar year.

21.02 Proof of Illness

An employee may take sick leave up to three (3) consecutive days without providing a doctor's certificate. If an employee uses sick leave they must advise their immediate Supervisor before the shift starts. The Employer may request a certificate from the doctor in instances of repeated use of sick leave. Specific areas of concern may be reviewed by the Labour/Management Committee. The Employer agrees to pay for the cost of this certificate upon producing such when requested.

ARTICLE 22 LEAVE OF ABSENCE

22.01 Grievance, Arbitration and Mediation Pay Provisions

Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in Grievance and Arbitration and/or Mediation procedures.

22.02 Leave of Absence to Attend Union Business

An employee who has been selected or elected by the Union to attend Union business shall be granted a leave of absence without pay for this purpose if it does not interfere with Employer operations. No more than one (1) employee may take such leave and they must give the Employer a minimum of five (5) working days' notice in writing. This notice must be confirmed by the Union. Leave shall not exceed fifteen (15) working days in total, for each calendar year. The union shall reimburse the employer for all pay during the period of absence.

22.03 Leave of Absence for Full-Time Union or Public Duties

- (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without loss of benefits so that the employee may be a candidate in federal, provincial, or municipal elections.

- (b) An employee who is elected to public office shall be allowed leave of absence without loss of seniority during their term of office.
- (c) An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without loss of seniority for a period of up to one (1) year. The time allowed for leave may be extended by mutual agreement.

22.04 Pay During Leave of Absence for Union Work or Convention

An employee shall receive the pay and benefits provided for in this Agreement when on unpaid leave of absence for Union work or conventions. However, the Union shall reimburse the Employer for all pay and pro-rated benefits costs during the period of absence.

22.05 Bereavement Leave

In case of a death in the immediate family of an employee, upon application to the Employer, the employee will be granted a leave of absence of three (3) days. If they attend the funeral of the deceased which is out-of-town (Lower Mainland, East or International) an additional four (4) days' leave of absence shall be granted (total of seven [7] days).

Immediate family of the employee shall mean: mother, father, mother-in-law, father-in-law, spouse (including common-law spouse), brother, sister, son, daughter, grandparents, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, or any relative living at the same residence as the employee.

22.06 General Leave

An employee shall be entitled to leave of absence without pay and without loss of seniority, as enumerated in Clause 15.04. Such leave request must be for good and sufficient cause and shall be in writing and approved by the Employer. Such approval shall not be withheld without just cause.

ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES

23.01 Pay Days

The Employer shall pay wages bi-weekly every second Friday. On each pay day each employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions.

23.02 Rate of Pay on Promotion or Reclassification

An employee assigned, promoted or reclassified in accordance with this Collective Agreement to a higher paying position carrying a single rate of pay shall receive the rate of pay and benefits for that position for the time they perform that job.

23.03 Pay on Temporary Transfer, Higher Rated Job

When an employee temporarily relieves in or performs the principal duties of a higher paying position at a flat rate of pay, they shall receive the rate for the job.

23.04 Severance Pay

Employees shall be entitled to receive severance pay in accordance with the following provisions for completed years of employment.

- (a) An employee who is terminated for cause shall not be paid severance pay.
- (b) On layoff, rejection on probation and nonculpable discharge, a permanent employee with one (1) or more years of continuous service shall receive severance pay in the amount of one (1) week of pay for each preceding complete year of employment to a maximum of ten (10) weeks, less any period in respect of which severance pay was previously paid.

ARTICLE 24 - JOB CLASSIFICATION AND RECLASSIFICATION

24.01 No Elimination of Present Classification

Existing classifications within the unit shall not be eliminated or changed without prior agreement with the Union.

24.02 Changes in Position

When the duties of any job are changed or increased or when the Union and/or an employee feels a job is unfairly or incorrectly classified or when a new job is created or established the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question such dispute shall be submitted to Grievance and Arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the employee or the date of change in job duties.

24.03 Job Descriptions

The Employer agrees to draw up job descriptions for all positions for which the Union is bargaining agent and to prepare a new job description whenever a new job is created or whenever the duties of a job change significantly.

ARTICLE 25 - EMPLOYEE BENEFITS

25.01 Employee Benefits

Full-time regular employees will receive all benefits as follows:

(a) Municipal Pension Plan

Employer and employee will be required to meet the requirements of the B.C. Municipal Pension Plan.

(b) Medical

The Employer maintains one hundred percent (100%) liability for premiums.

(c) Dental

The Employer maintains one hundred percent (100%) liability for premiums.

The Plan pays one hundred percent (100%) of eligible expenses for Basic Services such as extraction and fillings (Plan A). All teeth composite fillings permitted.

The Plan pays one hundred percent (100%) of eligible expenses for major services such as crowns, bridges and dentures (Plan B).

The Plan pays fifty percent (50%) of eligible expenses for Orthodontic Services for dependent children up to a lifetime maximum reimbursement of one thousand dollars (\$1,000.00) per dependent (Plan C).

(d) Extended Health

The Employer maintains one hundred percent (100%) liability for premiums. The Plan pays eighty percent (80%) of eligible expenses after

a twenty-five dollar (\$25.00) deductible per year. Lifetime maximum is one hundred thousand dollars (\$100,000.00).

Vision care reimbursement up to four hundred dollars (\$400.00) per person in a two (2) year period.

(e) Weekly Indemnity

The Employer maintains one hundred percent (100%) liability for premiums. An employee is entitled to a taxable benefit of eight-five percent (85%) of weekly earnings to a maximum of eight hundred dollars (\$800.00) per week for up to fifty-two (52) weeks following the waiting period below:

- fourteen (14) days on the expiry of accumulated sick leave/injury
- fourteen (14) days on the expiry of accumulated sick leave/sickness

(f) Group Life Insurance

The Employer maintains the life insurance with U.B.C.M. Group Benefits Plan at one hundred percent (100%) liability for premiums. The beneficiary receives a sum three times (3x) the annual earnings of the employee rounded to the next multiple of one thousand dollars (\$1,000.00) if not already a multiple of one thousand dollars (\$1,000.00) to a maximum of two hundred and fifty thousand dollars (\$250,000.00). Amounts of insurance over the non-evidence maximum of one hundred and twenty-five thousand dollars (\$125,000.00) require evidence of an employee's good health before it becomes effective. The benefit payable reduces by fifty percent (50%) at age sixty-five (65). The Excess Life terminates at age sixty-five (65).

(g) Accidental Death and Dismemberment

The Employer maintains the accidental death and dismemberment insurance with U.B.C.M. Group Benefits Plan at one hundred percent (100%) liability for premiums. The beneficiary receives a sum at three times (3x) the annual earnings of the employee rounded to the next multiple of one thousand dollars (\$1,000.00) if not already a multiple of one thousand dollars (\$1,000.00) to a maximum of two hundred and fifty thousand dollars (\$250,000.00). The benefit payable reduces by fifty percent (50%) at age sixty-five (65). The Excess Accidental Death and Dismemberment terminates at age sixty-five (65).

If there is a change to these provisions by U.B.C.M., such changes shall be reflected in the Collective Agreement. The Union and the Employer shall discuss any proposed changes as soon as the Employer is made aware of them by U.B.C.M.

25.02 Municipal Pension Plan

Employees who are eligible, shall be covered by the provisions of the Pension (Municipal) Act.

The Municipal Pension Plan shall be in accordance with the Pension Act.

ARTICLE 26 - OCCUPATIONAL HEALTH AND SAFETY

26.01 Occupational Health & Safety

- (a) The parties agree to co-operate in the promotion of safe work habits and safe working conditions and to adhere to the provisions of the Workers' Compensation Act and the Industrial Health and Safety Regulations.
- (b) The bargaining unit shall have one (1) employee selected by the Union as a member of the Employer Occupational Health and Safety Committee. The Committee meets monthly unless there is an unusual, emergent situation.
- (c) The Union shall appoint one (1) member to the Occupational Health and Safety Committee.
- (d) A member of the Health and Safety Committee in conjunction with the Workers' Compensation Board shall have the right to stop any work considered unsafe or hazardous.

26.02 Injury Pay Provision

An employee injured at work and unable to continue shall be paid their regular rate of pay for the entire shift.

ARTICLE 27 - TECHNOLOGICAL CHANGE

27.01 Union Notification of Changes

A minimum of three (3) months before the introduction of any technological or other changes or methods of operation which affect the rights of employees,

condition of employment, wage rates or workloads, the Employer shall notify the Union of the proposed change.

ARTICLE 28 - JOB SECURITY

28.01 Job Security

To provide job security to the bargaining unit, the Employer agrees that no work or services performed by the employees shall be subcontracted, that will create a layoff, or occur while an employee is on layoff.

ARTICLE 29 - UNIFORM AND CLOTHING ALLOWANCE

29.01 Uniform and Clothing Allowance After Probation

- (a) The Employer shall, after completion of the probation period for new employees, supply the employee with one (1) pair of CSA-approved rubber boots and will contribute two hundred dollars (\$200.00) towards the purchase of new CSA-approved work boots.
- (b) Upon show of need, the Employer will pay up to two hundred dollars (\$200.00) for replacement CSA-approved boots. It is agreed that the boots supplied will be used for work purposes only.

ARTICLE 30 - GENERAL CONDITIONS

30.01 Bulletin Boards

The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

30.02 Licenses and Certificates

The Employer shall pay the cost of maintaining licenses and certificates needed by employees for job purposes.

An employee shall not suffer a loss of pay when attending an examination to renew a license or certificate.

30.03 Employment-Related Courses

Employees wishing reimbursement for costs incurred to take an employment-related course must have approval from the Employer prior to commencing the course. To receive reimbursement the employee must agree to remain in the employ of the Employer for one (1) year after successfully completing the course.

Should the employee leave the employ of the Employer sooner, the employee will reimburse the Employer on a pro-rated basis through payroll deduction.

30.04 Training Courses and Seminars

Employees required to attend training courses and seminars shall be reimbursed for out-of-pocket expenses, receive a per diem for meals (as per Employer policy) and shall continue to receive their regular pay for time spent in the course/seminar.

ARTICLE 31 - PRESENT CONDITIONS AND BENEFITS

31.01 Present Conditions to Continue

All rights, benefits, privileges, practices and working conditions which employees now enjoy, receive or possess shall continue, insofar as they are consistent with this Agreement, unless modified by mutual agreement between the Employer and the Union.

ARTICLE 32 - GENERAL

32.01 Plural or Feminine Terms May Apply

The parties agree to use gender neutral language in their application of the agreement.

ARTICLE 33 - TERM OF AGREEMENT

33.01 Duration

The terms and conditions of this Agreement shall be binding and remain in full force and effect from July 1, 2018 to June 30, 2023 and shall continue from year to year thereafter until a new Agreement is reached as provided for in the Statutes of the Province of British Columbia.

IN WITNESS WHEREOF the Corporate Seal of the Town of Port McNeill has been hereunto affixed, attested by the hands of its proper Officers in that behalf and has been executed by the duly authorized Officers of the Union, the day and year first written below.

Signed this 26 day of September, 2018.

FOR THE TOWN OF PORT McNEILL:

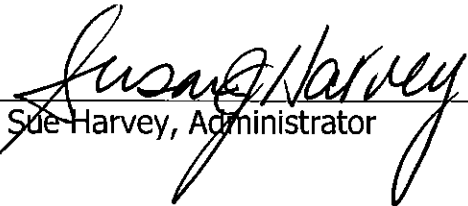
FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES - LOCAL 401:



Shirley Ackland, Mayor



Blaine Gurrrie, President



Sue Harvey, Administrator



Scott Sinclair, Bargaining Committee
Member



Ian McLean, CUPE National
Representative

SCHEDULE "A"

Position	Current Pay	July 1, 2018 0.5%	July 1, 2018 \$ Bump	July 1, 2018	July 1, 2019 2%	July 1, 2019 \$ Bump	July 1, 2019	July 1, 2020 2%	July 1, 2021 2.25%	July 1, 2022 2.5%
PW 1	20.62	20.72	3.28	24.00	24.48	1.52	26.00	26.52	27.12	27.79
PW 2							28.00	28.56	29.20	29.93
PW 3	26.50	26.63	2.37	29.00	29.58	0.42	30.00	30.60	31.29	32.07
Lead-Hand	31.28	31.44		31.44	32.07		32.07	32.71	33.45	34.28
EMP 1	32.33	32.49		32.49	33.14		33.14	33.80	34.56	35.43

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IN WITNESS WHEREOF the Corporate Seal of the Town of Port McNeill has been hereunto affixed, attested by the hands of its proper Officers in that behalf and has been executed by the duly authorized Officers of the Union, the day and year first written below.

Signed this 26th day of September, 2018.

FOR THE TOWN OF PORT McNEILL:

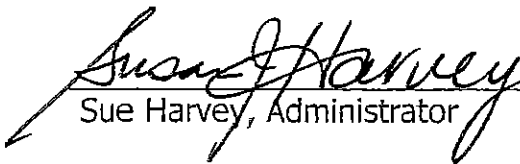
FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES - LOCAL 401:



Shirley Ackland, Mayor



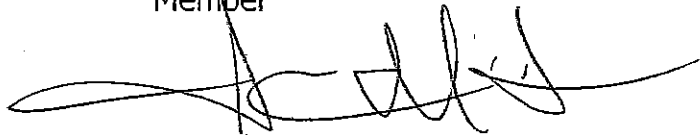
Blaine Gurnie, President



Sue Harvey, Administrator



Scott Sinclair, Bargaining Committee
Member



Ian McLean, CUPE National
Representative

SCHEDULE "A"

Position	Current Pay	July 1, 2018 0.5%	July 1, 2018 \$ Bump	July 1, 2018	July 1, 2019 2%	July 1, 2019 \$ Bump	July 1, 2019	July 1, 2020 2%	July 1, 2021 2.25%	July 1, 2022 2.5%
PW 1	20.62	20.72	3.28	24.00	24.48	1.52	26.00	26.52	27.12	27.79
PW 2							28.00	28.56	29.20	29.93
PW 3	26.50	26.63	2.37	29.00	29.58	0.42	30.00	30.60	31.29	32.07
Lead-Hand	32.33	32.49		32.49	33.14		33.14	33.80	34.56	35.43
EMP 1	31.28	31.44		31.44	32.07		32.07	32.71	33.45	34.28

LETTER OF UNDERSTANDING No. 1

BETWEEN:

THE TOWN OF PORT MCNEILL

(hereinafter called the "Employer")

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 401

(hereinafter called the "Union")

RE: LEE HAWLEY – EMP 1

The parties agree that upon retirement of the member named above, the position and pay-scale will be revisited by the parties.

Signed this 26 day of September, 2018.

FOR THE TOWN OF PORT McNEILL:

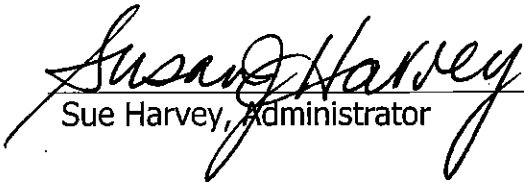
FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 401:



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