

COLLECTIVE AGREEMENT

between

THE DISTRICT OF LANTZVILLE



and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 401**



JANUARY 1, 2023 – DECEMBER 31, 2025

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DISTRICT OF LANTZVILLE

(hereinafter called the "Employer")
OF THE FIRST PART

and the:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

(hereinafter called the "Union")
OF THE SECOND PART

WHEREAS it is the desire of both Parties to this Agreement:

1. To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union;
2. To recognize the mutual value of joint discussions in all matters pertaining to working conditions;
3. To encourage efficiency in operation;
4. To promote the morale, well-being, and security of all employees in the bargaining unit of the Union;

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

1.01 Regular Full-Time Employees

Regular Full-Time Employees are those who are normally and regularly scheduled to work on a regular full-time basis.

Benefit Entitlement

Regular Full-Time Employees are entitled to all benefits of this Agreement, except those specifically excluded during probation.

1.02 Regular Part-Time Employees

Regular Part-Time Employees are those who normally and regularly scheduled to work of less than regular full-time hours.

Benefit Entitlement

- a) Regular Part-Time Employees, who are normally and regularly scheduled to work one-half ($\frac{1}{2}$) or more of the regularly scheduled straight-time hours of a full-time employee, are entitled to all benefits of this Agreement, subject to statutory and carrier limitations, provided that sick leave and other paid leaves, vacations, and statutory holidays shall be pro-rated for these employees on the basis of the percentage of regular full-time hours worked.
- b) Regular Part-Time Employees, who are normally and regularly scheduled to work less than one-half ($\frac{1}{2}$) of the regularly scheduled straight-time of a full-time employee, shall not be entitled to health and welfare benefits (Article 24). They shall be entitled to vacation, statutory holidays, and other benefits pursuant to applicable statute, and they shall be entitled to pro-rated sick leave calculated on the basis of the percentage of regular full-time hours worked.
- c) Part-Time Employees shall not have the right to bump a Regular Full-Time Employee.

1.03 Probationary Employees

Newly hired Regular and Temporary Employees, shall serve a probationary period of three (3) months from the date of hiring or four hundred and fifty-five (455) straight-time hours actually worked, whichever occurs latest.

The length of the probationary period may be extended by mutual agreement between the Employer and the Union.

Benefit Entitlement

Probationary Employees shall be entitled to all rights and privileges of this Agreement as determined by their employment status except with respect to seniority, discharge, sick leave (Article 20) and health and welfare benefits (Article 24). Benefits shall not be retroactive. Seniority shall apply for regular employees after the successful completion of probation and shall be retroactive to the employee's last date of hire. The start rate for new employees requires an increment step that will be 95% of the Scheduled Job Rate during their probation.

1.04 Temporary Employees

Temporary Employees are those who are hired on a temporary basis for a specific assignment of up to twelve (12) consecutive month's duration per assignment. Such period of employment shall not be extended unless by mutual agreement between the Parties, which agreement shall not be unreasonably denied. Where either Party does not agree to extend this period, said employee shall be terminated. No employees in this category shall be hired while there are qualified Regular Employees on layoff that are available to perform the work.

Temporary Employees who have met the three (3) months of continuous employment in the prior two (2) year period, shall have the three (3) month waiting period waived for assignments which exceed three (3) consecutive months duration.

Benefit Entitlement

Temporary Employees shall be entitled to the regular wage levels and the benefits available under the Agreement on the same basis as Regular Employees except with respect to health and welfare benefits (Article 24) for which they are not eligible. However, Temporary Employees with longer than three (3) months of continuous employment are entitled to the Medical Services Plan, Extended Health Benefits and Group Life Insurance. Benefits shall not be retroactive. Temporary Employees shall not accrue seniority.

1.05 Casual Employees

Casual Employees are those who are employed at an hourly rate on an intermittent basis, to perform specific short-term or occasional functions, not to exceed thirty (30) consecutive calendar days. Casual employees, who are employed for more than thirty (30) consecutive calendar days, shall be converted to Temporary Employee status, provided that they must complete three (3) months of continuous employment after being so converted in order to be eligible for the health and welfare benefits listed in Article 1.04.

Casual employees who decline all work which is offered to them in any eighteen (18) month period shall be removed from the call list and will be deemed to have terminated their employment.

Benefit Entitlement

Casual Employees are entitled to the regular wage levels for their duties available under the Agreement. Casual Employees shall not accrue seniority and are not eligible for the benefits and perquisites of the Agreement (i.e., Articles 12, 13, 14, 18.02, 18.03, 19.02, 19.03, 19.04, 20, 21 and 24 or any other benefits that extend payment beyond the initial period of employment).

1.06 Call-In

If work becomes available, the Employer will contact employees who possess the skill, knowledge, and ability to perform in the following order:

- a) Part-time employees will be called in order of seniority and prior to Temporary or Casual employees.
- b) Temporary employees will be called in the order of their hiring date after 455 straight-time hours actually worked.

1.07 Calendar Month

One calendar month shall be defined as the period from a particular date in one month to the preceding date in the next month. For example, February 15 to March 14 inclusive.

2. MANAGEMENT RIGHTS

2.01 The Union recognizes that it is the function of the Employer to exercise the regular and customary function of management and to direct the working forces of the Employer, subject to the terms of this Agreement.

2.02 Not Discriminatory

The Employer shall not exercise its rights to direct the working forces in a discriminatory, arbitrary, or bad faith manner.

3. RECOGNITION AND NEGOTIATIONS

The Employer recognizes the Union as the sole and exclusive collective bargaining agency for all of its employees as defined by the applicable Labour Relations Board Certification and hereby consents and agrees to discuss with the Union, or any of its authorized committees, all matters affecting the relationship between the Parties of this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

4. NO DISCRIMINATION

The Union, the Employer, their officers, agents and members hereby agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any person in the matter of hiring, wage rates, training, upgrading, promotion, transfer, demotion, layoff, recall, discipline, classification or discharge by reason of age, race, creed, national origin, political affiliation, sex or marital status, nor by reason of membership in any Labour or Management organization.

5. UNION SECURITY

The Employer agrees that any present employee coming within the scope of this Agreement who is a member of the Union, shall as a condition of continued employment, maintain membership in such Union in good standing. The Employer further agrees that any employee who is hereafter employed during the life of this Agreement, and who comes within the categories of employees covered by this Agreement, shall become members of the Union and maintain membership in such Union in good standing.

5.01 Contracting Out

The Employer agrees that all work or services performed by the regular full time and part time employee shall not be contracted, sub-contracted, transferred, leased, assigned or conveyed, in whole or in part, to any other plant, person, company or non-unit employee if it would result in lay off of any permanent employee, or failure to recall those employees on lay off who are able to perform the work.

6. CHECK-OFF UNION DUES

6.01 The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union in accordance with its Constitution and Bylaws.

6.02 Deductions shall be made from employees in each pay period and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the month following, accompanied by a complete list of all employees from whose wages the deductions have been made and the employee status together with the amounts and the hours worked in each case.

7. CORRESPONDENCE

All correspondence between the Parties arising out of this Agreement or incidental thereto shall pass to and from the Administrator and the President of the Union with a copy sent to the 2nd Vice-President of the Lantzville Unit.

8. LABOUR-MANAGEMENT RELATIONS

- 8.01** The Employer and the Union will appoint and maintain a Joint Consultation Committee (hereinafter referred to as the "Labour-Management Committee"). The Labour-Management Committee shall consist of two (2) representatives appointed by the Employer, one (1) of whom is the Chief Administrative Officer, and two (2) representatives appointed by the Union, one (1) of whom is the 2nd Vice-President of the Lantzville Unit.
- 8.02** In the event of either of the Parties of the Labour-Management Committee wishing to call a meeting of the Committee, the Chief Administrative Officer of the Employer shall call the same for a suitable time not more than five (5) working days after receipt of a request by the Chief Administrative Officer from the Party requesting such a meeting.
- 8.03** Time spent by the Union's members of the Labour-Management Committee shall be paid by the Employer provided that the employee would have otherwise been at work during the time in question.
- 8.04** Any time an official or deputy official of the Employer deems it necessary to hold a meeting with any member(s) covered under this Agreement to discuss any Union business, the 2nd Vice-President or Shop Steward may be present.

9. RESOLUTIONS AND REPORTS TO COUNCIL

The Employer shall provide the Union with reasonable opportunity to be heard by Council when matters of policy which affect employees within the bargaining unit are being considered before a final decision is taken.

10. GRIEVANCE PROCEDURE

Any difference arising between the Parties concerning the application, interpretation, or alleged violation of the Agreement, including whether the Employer has just cause to dismiss, suspend, or otherwise discipline an employee, shall be resolved without work stoppage in the following manner:

First Step

The aggrieved employee(s) will submit the alleged grievance to their representative. If the Union representative considers the act complained of a grievance, they shall within five (5) working days of the alleged grievance taking place, present the grievance to the Employer's Chief Administrative Officer or designate.

The Union representative accompanied by the grievor, shall attempt to resolve the issue and failing to arrive at a mutually acceptable decision within five (5) working days of receiving the grievance will go to the Second Step.

Second Step

The Chief Administrative Officer or designate, will meet with the grievor, the job Steward, and/or one Union representative to attempt to arrive at a mutually acceptable decision. Failing to arrive at a mutually acceptable decision, the grievance will then go to the Third Step within five (5) working days of commencing the Second Step or such time as is mutually agreed to.

Third Step

The grievance will be reviewed by the Chief Administrative Officer or designate with the Union President or designate. The Chief Administrative Officer will render a written decision within ten (10) days following the presentation of the two groups as outlined in the Second Step.

Fourth Step

If the Administrator and Union President fail to reach a settlement by direct negotiations within the ten (10) days referred to in the Third Step or such longer time as is mutually agreed to, the matter shall be referred to a single, one person Arbitrator. The Parties shall agree on an arbitrator no later than thirty (30) days following completion of Step 3. Should the Parties fail to do so, either Party may request the Minister of Labour of British Columbia to appoint an arbitrator.

- a) The arbitrator so appointed shall render their decision within fifteen (15) days from the date of their appointment or such longer period as the Parties shall agree to, but would not exceed thirty (30) days.
- b) The decision of the arbitrator shall be final and binding on the Parties.
- c) Each Party shall bear one-half ($\frac{1}{2}$) of the remuneration and expense of the arbitrator.

11. DISCHARGE, SUSPENSION, AND DISCIPLINE

11.01 Warnings

Whenever the Employer deems it necessary to censure any employee in a manner indicating that dismissal may follow any repetition of the act complained of, or omission referred to, or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer shall, within seven (7) working days after such offense has been identified to or by the Employer, give written particulars of such censure to the employee involved with a copy sent concurrently to the President of the Union with a copy to the 2nd Vice-President of the Lantzville Unit.

An employee shall have the right to have their Steward present at any discussion with supervisory personnel where formal disciplinary action is to be taken. Notwithstanding this article, it is understood that where circumstances dictate, the Employer may take appropriate disciplinary action without a Steward being in attendance.

11.02 Discharge Procedure

Any regular or temporary employee who has completed their three (3) months probationary period, may be dismissed only for just cause.

11.03 Suspension or Discharge

Employees shall be entitled to the Grievance Procedure for a fair and impartial hearing.

11.04 Crossing of Picket Lines During Strike

No employee shall be required to cross a legal picket line except to provide emergency service or to carry out inspection.

12. SENIORITY

12.01 Seniority Defined

Seniority is defined as each regular employee's service in the bargaining unit since their date of last hire subject to Article 12.03. Seniority shall be used in determining preference or priority for promotions, transfers, demotions, layoffs, overtime (as described in Article 16.04), and recall. Seniority shall operate on a bargaining-unit-wide basis.

12.02 Seniority List

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

12.03 Backdating of Seniority

Non-Regular Employees shall neither exercise nor accumulate seniority. However, those employees who are subsequently appointed to regular employment shall, after completion of the probationary period, have their seniority defined as the total accumulative hours of service at the full-time equivalent rate as a Non-Regular Employee for the preceding six (6) month period, credited for purposes of seniority. Benefits shall not be retroactive.

Calculation of Seniority Date shall be as follows:

Step 1. Calculation of Hours:

Total Hours Worked During
Previous Six Months

Number of Full-Time
Equivalent Hours per Day

Step 2. Determination of Seniority Date:

Subtract the number of working days calculated in Step #1 from the new start date excluding statutory holidays and weekends.

For the purpose of establishing "Total Hours Worked," if a Temporary or Casual Employee takes vacation during the six (6) month period prior to regular start date, this vacation time shall be considered as "hours worked" relative to the hours of work for a specific job classification as per Article 15 - Hours of Work.

13. PROMOTIONS AND STAFF CHANGES

13.01 Job Postings

Where vacancies occur or new positions of a regular nature are created in any department included under this Agreement, notice thereof outlining the position and grade shall be posted for five (5) days in all departments of the Employer covered by this Agreement at least seven (7) calendar days prior to the appointment being made thereto, such notice to set forth therein the minimum rate of pay to apply.

13.02 (a) The Employer shall post vacancies internally for a period of two (2) weeks prior to advertising externally, to allow current employees to apply and to have their applications considered before the receipt of external applications. The Employer may elect to advertise externally, concurrently for the two (2) week period above.

(b) Regular Employees shall receive preference over external applicants in filling posted vacancies under Article 13.03, provided they have the required skill, knowledge, and ability for the job in question.

13.03 In making promotions, transfers, or filling vacancies, the skill, knowledge, and ability of the applicants shall be the primary consideration. Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner. Where such qualifications for the position applied for are relatively equal, seniority shall be the determining factor.

13.04 Trial Period

Employees promoted or awarded new positions shall be given sixty (60) working days in which to prove satisfactory. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is 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 rearrangement of positions shall also be returned to their former position, wage, or salary rate, without loss of seniority. If the former position no longer exists, the employee(s) shall be returned to another position within the same previous classification.

13.05 Temporary Vacancies

When filling temporary vacancies exceeding three (3) months duration, the Employer will consider applications from Regular Employees where operational requirements permit. Where a Regular Employee is assigned to a temporary position, they shall be returned to their former position upon completion of the temporary term. Notice of such vacancies shall be by bulletin board. Resulting vacancies shall be filled at the Employer's discretion.

14. LAYOFFS AND RECALLS

14.01 Definition of Layoff

A layoff shall be defined as a reduction in the regular workforce, or a reduction in the hours of work of a Regular Employee.

14.02 Role of Seniority in Layoff

- (a) Both Parties recognize that job security shall increase in proportion of length of service. Therefore, in the event of a layoff, regular employees shall be laid off in the reverse order of their bargaining-unit-wide seniority and may bump any employee with less seniority, provided the employee seeking to bump has sufficient skill, knowledge, and ability to perform the work in question following a reasonable period of training/retraining not to exceed five (5) working days, unless the Parties have mutually agreed otherwise.
- (b) The right to bump shall include the right to bump down or laterally.
- (c) The Employer must be notified within five (5) days by the Union or the employee of where the bumping will occur; unless such notice is not reasonably possible. Any employee displaced by this procedure shall be entitled to the same bumping rights.
- (d) A regular employee who has been served notice of layoff is entitled to bump any temporary employee (including at a higher rate), provided that the regular employee subject to layoff possesses the required knowledge and skills to do the work of the temporary employee.

14.03 Advance Notice of Layoff

Unless legislation is more favorable to the employees, the Employer shall notify regular employees who are to be laid off thirty (30) calendar days prior to the effective date of layoff, or award pay in lieu thereof.

14.04 Recall Procedure

- (a) Regular Employees shall be recalled in the order of their seniority, provided the employee to be recalled has sufficient skill, knowledge, and ability to perform the work in question after a reasonable period of training/retraining not to exceed five (5) working days, unless the Parties have mutually agreed otherwise.

- (b) Employees who fail to return to work within five (5) working days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause shall lose their right of recall under this Article (14). It shall be the responsibility of laid off employees to keep the Employer informed of their current addresses.

14.05 No New Employees

Regular Employees retain the right of recall for eighteen (18) months from the date of their layoff. New regular employees shall not be hired until those laid off have been given an opportunity of recall as per Article 14.04 during their recall periods.

14.06 Designation of Classification

The Employer and the Union may agree to designate certain job classifications as open to the exercise of bumping rights by senior employees qualified to perform the work although currently occupying a lower rated classification.

- 14.07** Regular Employees who are laid off shall have their Medical Services Plan, Extended Health Benefit Plan and Dental Plan benefits maintained for a period of three (3) months following their layoff, provided the laid off employee pays their portion of the premium coverage for such coverage as applicable.

15. HOURS OF WORK

- 15.01** The normal working week for employees shall consist of five (5) working days, Monday through Friday.

- 15.02** The normal workday for outside employees shall, consist of seven (7) consecutive hours between the hours of 7:00 a.m. and 5:00 p.m. exclusive of a one-half (½) hour unpaid meal period, scheduled by the Employer to meet operational requirements.

- 15.03** The normal workday for inside employees shall consist of seven (7) consecutive hours between the hours of 8:00 a.m. to 5:00 p.m. exclusive of a one (1) hour unpaid meal period, scheduled by the Employer to meet operational requirements.

- 15.04** Flexible working schedules deviating from those specified in this agreement may be established to meet the operational circumstances of different functions or groups with the mutual agreement of the Parties.

- 15.05** The Employer shall arrange that during each working day there shall be two (2) fifteen (15) minute rest periods for all employees.

15.06 Modified Work Week

Inside employees hired prior to December 31, 2007, may work a seven and one-half (7½) hour day but will be paid for seven (7) hours and will bank the additional half (½) hour worked at straight-time, which will enable staff to have the equivalent of one (1) paid day off in every three (3) week period. This banked time is to be taken at a mutually agreeable time prior to year-end.

Banked time off will be taken at the rates they were earned. Banked time that is not taken as time off by year-end shall be paid out.

16. OVERTIME

16.01 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 15.

Overtime in excess of the normal working hours on any regularly scheduled workday shall be paid at the rate of time and one-half (1.5X) for the first three (3) hours and double-time (2X) thereafter.

16.02 All work performed by employees, except for those employees cited in Article 15.04, on Saturdays after 4:30 p.m. and on Sundays shall be paid for at the rate of double-time (2X). In the case of employees covered by Article 15.04, who have already worked a full-time workweek, double-time (2X) shall be paid after 4:30 p.m. on scheduled rest days. Statutory Holidays shall be paid for at the rate of double-time (2X) in addition to the Statutory Holiday pay.

16.03 In the event any employee is called back from annual holidays for emergency duty, the employee shall be paid at the rate of double-time (2X) for the number of days the employee is required to work and shall also be entitled to receive the unused number of days annual holidays remaining to their credit when they were recalled for duty.

If any employee is called back for emergency duty for only one (1) day or part of any week of their annual holidays, the employee will be permitted to work the balance of that week and shall be paid at double-time (2X) for the number of days worked. The employee shall also be entitled to receive the unused number of days annual holidays remaining to their credit when they were called back for emergency duty.

16.04 Overtime by Seniority

- a) Scheduled Overtime (i.e., overtime that is scheduled by the Employer in advance of the time it is worked) shall be allocated on the basis of seniority among the members of the applicable crew(s) who normally perform the work.
- b) Unscheduled overtime (i.e., overtime that is contiguous with a scheduled shift) shall normally be worked by the employee(s) who are actually performing the work in question at straight-time on the scheduled shift. If two (2) or more employees are actually performing the work in question, seniority shall apply.

16.05 Provincial Emergency Program

In the case of an emergency as defined by the Provincial Emergency Program:

- a) Which will result in overtime work being performed by any employee of the Employers, and;
- b) For which the Employer receives compensation from the Provincial Emergency Program, the compensation associated with the overtime performed by the employee will be paid out to the employee in the next pay period. The employees cannot elect to bank the overtime compensation in order to be taken off in lieu at a later date.

16.06 Banking of Overtime

- a) The Employer shall honor all requests from employees working overtime that compensation for such overtime be in the form of time off rather than salary, at appropriate overtime rates, subject to the maintenance of efficient services and operations, and the Employer and the employee arriving at mutually satisfactory arrangements, for such time off.
- b) Accumulated overtime will be allowed to carry over into the month of August of the following year and paid out at the rate earned.
- c) Any accumulated overtime not taken by the end of August of the following year will be paid out at the rate earned.

16.07 Meal Allowance

An employee shall be entitled to receive a meal allowance in the amount of:

Breakfast -----	\$23.00
Lunch-----	\$23.00
Dinner -----	\$23.00

when required to work three (3) continuous hours of overtime without receiving a minimum notice of at least one shift. Meal breaks will be unpaid.

17. SHIFT PREMIUM

Employees working at straight-time rates between the hours of 5:00 p.m. to 7:00 a.m. shall be paid a shift differential of \$1.00 per hour. This shift differential shall not apply when an employee is being paid at overtime rates.

18. HOLIDAYS

18.01 Regular employees shall, in addition to such statutory holidays as may be declared from time to time by the Federal or Provincial Government, be entitled to the following Statutory Holidays with pay:

- | | |
|----------------------|---------------------------------------|
| New Year's Day | Labour Day |
| Family Day | National Truth and Reconciliation Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| British Columbia Day | |

Provided that where any employee, is required to work on such holidays, such employee shall be entitled to another day off with pay in lieu thereof. The rate of pay for Statutory Holidays will be the same as that paid on the immediately preceding working day provided that the employee also works at the higher rate on the immediately following working day. If an employee did not work at the higher rate on such immediately preceding or immediately following working day, the rate shall be in accordance with their regular classification.

Temporary and Casual Employees shall receive statutory holiday pay in accordance with the applicable provisions of the *Employment Standards Act*.

18.02 In case of Statutory Holidays occurring while any employee is on annual holidays, the employee shall be granted extra days off with pay in lieu of such holidays.

18.03 When any of the above noted holidays fall on a Saturday or Sunday and is not declared or proclaimed as being observed on some other day, the following Monday (or Tuesday where the preceding Monday is declared or proclaimed a holiday) shall be deemed to be the holiday for the purpose of this Agreement. Alternate arrangements to the above may be made by mutual agreement between the Parties.

19. VACATIONS

19.01 Except as hereinafter provided, the provisions of the *Employment Standards Act* shall apply for the purposes of annual vacations under this Agreement.

19.02 The vacation schedule shall be as follows for Regular Employees:

- | | | | |
|------------------------------------------|--------------|-----|----------------------|
| From year one (1) to four (4)..... | 3 weeks..... | 6% | whichever is greater |
| From year five (5) to nine (9) | 4 weeks..... | 8% | whichever is greater |
| From year ten (10) to nineteen (19)..... | 5 weeks..... | 10% | whichever is greater |
| From year twenty (20) and thereafter.... | 6 weeks..... | 12% | whichever is greater |

Provided however, that where the prescribed percentage in respect of any such employee produces an amount per day, which is less than the regular daily rate of pay for such employee, then such employee shall receive holiday pay at their regular rate.

Employees must identify by March 15th the dates on which they wish to take their vacation. Should the employee wish to take vacation in more than one block they must identify which block is their first choice. If more than one employee identifies a given block as their first choice for vacation leave, seniority shall be the basis by which it is determined who shall be granted the block requested. The Employer reserves the right to approve any and all vacation requests and shall notify employees by the end of the first week of April regarding its approval of their requests. Such approval shall not be unreasonably denied. After March 15th, vacation requests will be granted on a first come, first serve basis, subject to operational requirements.

19.03 Once approved by the Employer, vacation leave changes can be made by mutual agreement. Vacation leave shall not be withheld unnecessarily. Employees shall have the option of banking up to five (5) days vacation leave per year. Employees may not maintain more than fifteen (15) days of banked vacation leave, at any given time.

19.04 Under/Overpayment on Termination

On termination of an employee, any underpayment or overpayment of vacation shall be reconciled and added or deducted from the employee's final pay. Such matter may include wages, or such other payments made in advance. Further, any underpayment of vacation shall be reconciled and added to the employee's final pay.

20. SICK LEAVE PROVISIONS

20.01 Following completion of probation, regular full-time employees, and temporary full-time employees shall be entitled to a day and one-half (1.50) for each month actually worked, maximum eighteen (18) days of earned sick leave per year, to be used only where the illness or injury, which is not compensable under the *Workers' Compensation Act* incapacitates such employee to the extent of rendering such employee incapable of carrying out their regular employment with the Employer. Proof of such illness or injury shall be given if required by the Employer by the production of the certificate of a physician, the cost of which shall be paid by the Employer.

Sick leave entitlement for Regular Part-Time and Temporary Part-Time Employees will be pro-rated based on the number of hours worked.

20.02 In addition to the annual sick leave to which any employee is entitled under this Article, they shall be entitled to any accumulated sick leave standing to their credit as provided in the following paragraph, provided that in any case where there is an accumulation of sick leave, any sick leave used in any calendar year shall not be taken from such accumulation until the sick leave to which the employee is entitled in respect of that year has been exhausted.

- 20.03** In addition to existing sick leave credits, employees shall receive one hundred percent (100%) accrual of unused sick leave allotment for their future benefit during their term of employment with the Employer up to a maximum of one hundred twenty (120) days.
- 20.04** The rate paid on sick leave shall be the employee's classified rate of pay.
- 20.05** All permanent employees after completion of seven (7) years continuous service shall, upon retirement, other than voluntary severance of service or dismissal for cause, be paid a gratuity of one hundred percent (100%) of unused balance of sick leave, if any, due them at the time, up to a maximum of thirty (30) days. In the event of the death of any employee before retirement, a gratuity based on the unused balance of sick leave shall be paid to the surviving spouse, or in the event there is no surviving spouse, to the estate of the deceased employee.

21. LEAVE OF ABSENCE

21.01 For Union Business

Time off with pay shall be granted to one (1) employee to act as an official representative of the Union, upon application to and permission of the Chief Administrative Officer when it becomes necessary to meet with the Employer to process grievances or to transact other business under the Collective Agreement (at arbitration only during the actual hearing process). One (1) employee shall be permitted leave without loss of pay in order to carry on negotiations with the Employer on behalf of the Union, provided that this employee shall only be paid for those straight-time hours they would have otherwise been scheduled to work and provided further that the maximum amount of paid leave that the Employer shall grant for negotiating any one (1) Collective Agreement shall total twenty-eight (28) hours.

21.02 Union Conventions

Leave of absence may be granted without pay upon request to the Employer, to employees elected or appointed to represent the Union at Union Conventions. Such requests will not be unreasonably withheld.

21.03 Leave for Union Members

Any employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, or who is elected to public office may be granted leave of absence by the Employer for a period of one (1) year. Such leave may be renewed each year during their term of office.

21.04 Bereavement Leave

Regular and Temporary Employees shall be entitled to a maximum of five (5) working days compassionate leave in case of terminal illness or bereavement in the employee's immediate family. Immediate family to include the father, mother, spouse, children, common-law spouse (as defined in the *Family Relations Act*), step-parents, step-children, grandchildren, brothers, sisters, grandparents and in-laws of any employee.

21.05 Family Illness

In case of illness of a child, step-child, brother, sister, spouse (married or common law), parent, parent-in-law, when no one other than the employee can provide for the needs of such ill person, an employee, after notifying their Manager, shall be entitled to use a maximum of five (5) accumulated sick leave days per annum to care for such ill person. The Employer reserves the right to request proof of illness from a physician.

21.06 Jury Pay

Regular and Temporary Employees serving as juror or court witness shall sign over their jury or court witness pay to the Employer, and they shall receive from the Employer in lieu thereof, pay at their regular rate for the time which their jury or court witness pay applies.

21.07 General Leave

Leave of absence without pay may be granted to employees for good and sufficient cause, at the sole discretion of the Employer, upon written application to the Chief Administrative Officer or designate.

21.08 Maternity and Parental Leave

Part 6, sections 50, 51 and 56 of the *Employment Standards Act* (ESA) in effect as of January 1, 2023, and its Policy Interpretation shall form a part of this Collective Agreement.

22. JOB CLASSIFICATION AND RECLASSIFICATION

22.01 The Employer will establish job classifications in its operation and the employees appointed to each of such classifications will be paid for all time worked with the Employer while so classified, at the prevailing rate of pay for each such classification.

22.02 In the event of reduction of employment in any classification, the employee so affected shall have the opportunity to bump in accordance with Article 14.

22.03 When the duties of any job are changed on an ongoing basis or when a new job is created or established, the rate of pay shall be reviewed, and 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. The new rate shall become retroactive to the time the new position was first filled by an employee or the date of change in job duties.

22.04 The Employer will prepare and submit to the Union a job description for all present Union classifications and for any new Union classification developed during the term of this Agreement.

22.05 The Employer will prepare and submit to the Union up to twice per year upon request by the Union, an electronic list showing member's names, job titles, seniority dates and rates of pay of Union members.

23. PAYMENT OF WAGES AND ALLOWANCES

23.01 Call Out Pay

Employees, who have completed the full-time daily or weekly hours as applicable and who required to work on "callout," shall be paid four (4) hours at regular rates of pay or the actual time worked at applicable overtime rates, whichever is greater. If called more than once during the four (4) hours, only one callout will be paid. After four (4) hours have expired from the first callout, the four (4) hour minimum will again apply.

23.02 On Call Pay

Employees may be assigned the responsibility of responding to emergency calls. Communication devices will be provided for this purpose and will be assigned to the designated employee for a period not exceeding seven (7) days unless mutually agreed otherwise.

The designated employee will be paid, in addition to other pay under the contract:

- For each working day, an additional two (2) hours;
- For each non-working day (excluding Statutory Holidays), an additional three (3) hours;
- For each Statutory Holiday, an additional four (4) hours.

When no employee is available to carry a communication device or to facilitate coverage for absences, the Manager will provide on call response.

23.03 When an employee is required by an official of the Employer to perform the core duties of any higher classification to that occupied by said employee, they shall receive increased pay for the period so worked at the minimum rate of pay for the higher classification. This clause shall not apply when the employee in question is being trained in the higher rated position. Provided, that such minimum is greater than already received and provided further that if an employee performs the core duties and assumes the core responsibilities of a higher classification for more than one-half (½) a normal work day, they will receive the higher rate for the day.

23.04 All employees shall be paid on a bi-weekly basis.

23.05 Dirty Work Bonus

Upon ratification;

- a) A differential of two dollars (\$2.00) per hour shall be paid to employees engaged in cleaning plugged sanitary sewers; coveralls and rubber gloves will be supplied for this work by the Employer.
- b) A differential of two dollars (\$2.00) per hour shall be paid to employees working with asphalt; coveralls and rubber gloves will be supplied for this work by the Employer.

23.06 Employees who are required as a condition of their employment to have a certification, membership, ticket, licence (excluding Class 5), or other designation, will have the associated annual fees paid for by the Employer in addition to any ongoing professional development training required to maintain good standing with such certification, membership, ticket, licence (excluding Class 5), or other designation as deemed reasonable by the Employer.

23.07 Mileage Allowance

Any employee requested by the Employer and who agrees to drive a private vehicle in the performance of their duties shall be reimbursed at the rate not less than that prescribed by District policy for Council members and management personnel.

24. EMPLOYEE BENEFITS

24.01 Pension

The Employer and all employees shall be covered by the terms of the Municipal Pension Plan rules made under the Municipal Pension Plan Joint Trust Agreement pursuant to the authority of the *Public Sector Pension Plans Act*.

24.02 Medical Services Plan

Regular Employees and Temporary Employees who have completed more than three (3) months of employment shall be eligible for Medical Services Plan coverage.

24.03 Extended Health Benefits

Regular Employees and Temporary Employees who have completed more than three (3) months of employment shall be eligible for Extended Health Benefits Plan coverage on the same basis as was in effect as at January 1, 2013:

- Yearly deductible: \$25 per family member
- Lifetime maximum benefit amount: \$1,000,000 per family member
- In Province eligible expenses: 100% reimbursement

- Out of Province eligible expenses:
 - Emergency: 100% reimbursement
 - Non-emergency: 80% reimbursement.
- Vision Care Plan – regular employees will be provided with a vision care plan, including laser surgery, to a maximum benefit of seven hundred (\$700.00) per family member in a two (2) year calendar period. Dependant children 12 and under shall be provided the maximum benefit in every twelve (12) month period.
- In addition, the Employer shall cover the cost of one (1) eye exam per family member in a two (2) year calendar period.
- Employees will be issued a pay direct pharmacy card effective January 1, 2006.
- Inoculation for Hepatitis A and B
- Physiotherapy – Seven hundred dollars (\$700.00) per year per family member
- Massage Therapy – Seven hundred dollars (\$700.00) per year per family member
- Chiropractor – Seven hundred dollars (\$700.00) per year per family member
- Naturopath – Five hundred dollars (\$500.00) per year per family member
- Psychiatrist, Psychologist, Registered Clinical Counsellor, online Cognitive Behavioural Therapy – One thousand dollars (\$1000.00) per person per year.
- Podiatrist – Increase from \$100 per person per calendar year, to \$650 per calendar year.

24.04 Dental Plan

Regular Employees and Temporary Employees who have completed more than three (3) months of employment shall be eligible for Dental Plan benefits on the same basis as was in effect as at March 3, 2016.

- Plan “A”: 100% reimbursement of approved fee schedule
- Plan “B”: 50% reimbursement of approved fee schedule
- Plan “C”: 50% reimbursement of approved fee schedule for staff and dependent children under the age of 16, \$5,000 lifetime maximum.

24.05 Group Life Insurance and Accidental Death and Dismemberment

Regular Full-Time Employees and Part-Time Employees who have completed more than three (3) months of employment shall be eligible for Group Life Insurance and Accidental Death and Dismemberment benefits.

Group Life Insurance

The Employer shall arrange to establish and maintain group insurance policies which provide Group Life, Accidental Death and Dismemberment Insurance coverage negotiated by the Parties.

Basic Plan

Each employee will be covered for one hundred twenty-five thousand (\$125,000) dollars Group Life and one hundred twenty-five thousand (\$125,000) dollars Accidental Death and Dismemberment Insurance.

Optional Plan

Each employee may apply for an additional one hundred thousand (\$100,000) dollars Group Life and one hundred thousand (\$100,000) dollars Accidental Death and Dismemberment Insurance.

This insurance requires medical evidence of insurability from each applicant and coverage will become effective only with the written approval of the insurer. No employee shall have present benefits reduced by a change in carrier.

Cost

The Employer shall pay for one hundred (100%) percent of the cost of the Basic Group Life Insurance Coverage. For employees covered by both plans, the total cost will be shared equally between the Employer and the employee by payroll deduction.

24.06 Long Term Disability

Regular employees shall be eligible for Long Term Disability Plan coverage on the same basis as was in effect as at May 30, 2008.

- 24 month own occupation definition of disability
- 119 day waiting period
- Benefit level: 67% of the employee's monthly salary to a maximum of \$4,000 per month

In order to ensure that this plan is a non-taxable benefit for employees and provided that Revenue Canada's interpretation of the tax rules permits this approach, the Employer shall increase the gross pay received by eligible full-time employees by the amount of their fifty (50%) percent share of the LTD premium, after which the Employer shall deduct one hundred (100%) percent of the cost of LTD premiums from an employee's pay. If Revenue Canada's interpretation of the tax rules does not permit this approach, the standard formula shall apply.

24.07 Benefit Plan Premiums

- (a) The Employer will pay one hundred percent (100%) of the premium costs for the above benefit plans, except Long Term Disability.
- (b) The Employer will pay fifty percent (50%) of the premium costs for the Long Term Disability Plan, provided that the employees covered by the plans pay the remaining fifty percent (50%) by payroll deduction.

24.08 Supplementation of Compensation

- (a) Regular and Temporary Employees who are absent on an approved WorkSafeBC wage loss claim shall receive full salary during such absence, for a period not exceeding twelve (12) months for any one claim, but monies received from the WorkSafeBC shall be remitted to the Employer during that period. Should any wage loss claim be of longer duration than twelve (12) months, then the following subsection shall apply:
- (b) Eligible employees who are on an approved WorkSafeBC wage loss claim for longer than twelve (12) months shall have their total M.S.P., Superannuation and Group Insurance payments paid by the Employer until the said employee's wage loss portion of the approved WorkSafeBC claim comes to an end.
- (c) Eligible employees may utilize their sick leave while waiting for a WorkSafeBC claim to be approved. When their WorkSafeBC claim is approved, their sick leave will be reimbursed, to the extent permitted by the retroactive monies received from the WorkSafeBC on the claim once approved. If the employee does not have sufficient sick leave to cover the full waiting period, the Employer shall continue the employee's salary provided that the Employer's advance is first covered by the retroactive monies received on the claim once approved and provided further that arrangements can be made in advance satisfactory to the Employer for repayment of monies so advanced should the employee's WorkSafeBC claim be rejected.
- (d) Employees shall cease to accrue vacation after twelve (12) months of being on a WorkSafeBC leave.

24.09 Regular employees who retire on an unreduced pension under Article 24.01, shall have their Medical Services Plan, Extended Health Benefits Plan and Dental Plan coverage continued until the commencement of benefits under the pension plan or for two (2) months whichever occurs first, provided the employee can provide proof that an application has been submitted to the Municipal Pension Plan for retirement benefits thirty (30) days prior to their retirement.

24.10 Employee Family Assistance Program

The Employer shall establish an Employee Family Assistance Program (EFAP) agreeable by both Parties. The costs shall be borne fifty percent (50%) by the Employer and fifty percent (50%) by the Union covered by this Collective Agreement.

25. SAFETY AND HEALTH

25.01 Union-Employer Safety Committee

The "Occupational Health and Safety Regulation" as prescribed by the Workers' Compensation Board of British Columbia shall apply and a Safety Committee shall be established and maintained in accordance with the said regulations and such Committee shall meet regularly each month. All employees shall adhere to all safety regulations. Section 3.24 of the Occupational Health and Safety Regulation is to be considered part of the Collective Agreement.

25.02 Pay for Clothing

Where, in the opinion of the Employer, the Employer has an obligation to pay for the cost of cleaning or replacement of clothing of an employee damaged as a result of an accident on the job, the Employer may authorize such cleaning or replacement at the expense of the Employer. Determination of responsibility of the Employer shall be solely at the discretion of the Employer and their decision in such matters shall be final.

25.03 Clothing Provided

- a) The Employer shall provide coveralls and gloves for outside employees.
- b) The Employer shall provide rain gear for employees required to work out in the weather in the normal course of their duties.

25.04 Safety and Health Reports, Records, and Data

The Employer shall provide members of the Health and Safety Committee with the details of every accident, incident, or occurrence of an occupational disease that occurred at the work site in the previous month.

25.05 Safety Footwear

Upon ratification, the Employer will pay one hundred percent (100%) towards the purchase of safety footwear to a maximum of two hundred dollars (\$200) per annum to Regular Employees required to wear such by the industrial health and safety regulations.

25.06 Vaccinations

The Employer shall arrange a program for employees to be inoculated against the Flu. Participation by employees in this program shall be voluntary.

Alternately, the Employer shall reimburse employees for the cost related to a Flu shot when a receipt is provided.

The Employer shall provide for inoculation against Hepatitis as part of the Extended Health Program.

26. TECHNOLOGICAL CHANGE

26.01 For purposes of this Agreement, “technological change” means the introduction of equipment or material of a different nature or kind from that previously utilized or a change in the manner in which the Employer carries on its work that is directly related to the introduction of that equipment or material that materially affects the working conditions or job security of a significant number of Regular Employees.

26.02 Notice of Change

The Employer will discuss proposed technological changes within the Union and will give as much notice as possible to Regular Employees affected to give them an opportunity to train to operate the new machinery or seek other employment. No Regular Employees shall be displaced because of technological changes without having received one (1) weeks’ notice, pay included, for each year of service with a maximum of four (4) weeks, during which time they will be allowed up to five (5) hours a week with pay for the purpose of job interviews.

26.03 Training Benefits

In the event that the Employer should introduce technological change which requires new or greater skills than are currently possessed by the Regular Employees, such employee shall, at the expense of the Employer, be given a period of time not to exceed six (6) months during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no reduction in wage or salary rates during the training period of any such regular employee and no reduction in pay upon being reclassified in the new position.

26.04 No New Employees

No additional Regular Employees shall be hired by the Employer until the Regular Employees already working have been notified of the proposed technological change and allowed a training period to acquire the necessary knowledge or skill for the trainees to retain their employment.

27. GENERAL CONDITIONS

27.01 Harassment

All personnel have the right to work without harassment. Any complaint alleging harassment will be dealt with in the grievance procedure and will commence at Step Three as outlined in Article 10. Malicious, frivolous, and vexatious complaints will result in disciplinary action upon the complainant. Customary functions of management do not constitute harassment.

27.02 Wherever the singular or masculine is used in the Agreement, it shall be considered as if the plural or feminine has been used where the context of the Party or Parties hereto so require.

28. TERM OF AGREEMENT

28.01 Effective Date

This Agreement shall be binding and remain in effect from January 1, 2023, to and including December 31, 2025, and shall continue from year to year thereafter until a new Agreement is reached as provided for in the Statute of the Province of British Columbia.

28.02 Agreement to Continue in Force

This Agreement shall remain in force and effect during the period of bona fide collective bargaining and shall be suspended during any strike or lockout. If collective bargaining extends beyond the anniversary date of this Agreement, any revisions in terms, mutually agreed upon shall, unless otherwise specified, apply retroactively to that date.

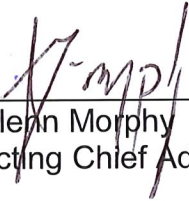
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Dated at Lantzville, BC, this 22nd day of March, 2024.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

For the Employer:

THE CORPORATE SEAL OF THE DISTRICT OF LANTZVILLE WAS HEREUNTO AFFIXED BY AND IN THE PRESENCE OF:



Glenn Morphy
Acting Chief Administrative Officer

For the Union:

SIGNED BY THE PRESIDENT AND THE VICE-PRESIDENT OF THE LANTZVILLE UNIT OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 401



Blaine Gurrie
President



Laurence Amy
Vice-President

SCHEDULE "A"

Wage Rates

Hourly Wage Rates

CLASSIFICATIONS	EFFECTIVE DATES			
	01-Jan-2022	01-Jan-2023	01-Jan-2024	01-Jan-2025
	2.25%	4%	4%	3.50%
Planner	\$41.00	\$42.64	\$44.35	\$45.90
Working Foreman	\$38.17	\$39.70	\$41.28	\$42.73
Maintenance Technician III	\$37.50	\$39.00	\$40.56	\$41.98
Parks Technician III	\$36.00	\$37.44	\$38.94	\$40.30
Maintenance Technician I	\$31.59	\$32.85	\$34.17	\$35.36
Accounting Clerk	\$31.25	\$32.50	\$33.80	\$34.98
Administrative Assistant	\$31.25	\$32.50	\$33.80	\$34.98
Administrative Assistant – Building & Bylaw	\$31.25	\$32.50	\$33.80	\$34.98
Labourer	\$27.65	\$28.76	\$29.91	\$30.96
Office Assistant	\$27.65	\$28.76	\$29.91	\$30.96
CLASSIFICATIONS WITHOUT INCUMBENTS				
Economic Development Officer	\$39.36	\$40.93	\$42.57	\$44.06
Maintenance Technician II	\$34.52	\$35.90	\$37.34	\$38.64
Accounts Receivable Clerk/Administrative Assistant	\$31.25	\$32.50	\$33.80	\$34.98
Accounts Payable Clerk/Office Assistant	\$31.25	\$32.50	\$33.80	\$34.98
Utility/Equipment Operator	\$31.01	\$32.25	\$33.54	\$34.71
Student	\$22.12	\$23.00	\$23.92	\$24.76

LETTER OF UNDERSTANDING #1

between the

DISTRICT OF LANTZVILLE

and the


**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 401**

RE: HOLIDAY CLOSURE


Subject to termination at any time at Council discretion, the District may close operations to the public for the Holiday period of December 24 to January 1, inclusive each year. During this closure, employees not required to work may take unpaid leave, or utilize vacation or other banked time to supplement pay.


Signed this 22nd day of March, 2024.

For the Employer:



For the Union:





LETTER OF UNDERSTANDING #2

between the

DISTRICT OF LANTZVILLE

and the


**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 401**

RE: LABOURER EMPLOYEE


The Union and Employer agree that notwithstanding the normal work week as described in Article 15.01, the normal work week for one (1) Labourer Position shall be Tuesday through Saturday.

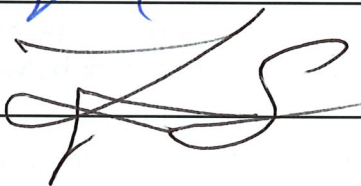
Signed this 22nd day of March, 2024.

For the Employer:



For the Union:





LETTER OF UNDERSTANDING #3

between the

DISTRICT OF LANTZVILLE

and the

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 401**

RE: STUDENT EMPLOYMENT–WORK NOT NORMALLY PERFORMED BY CUPE LOCAL 401

This Letter of Understanding will remain in effect for the duration of this Agreement.

Both Parties recognize the value of hiring students. The work experience for the students and the benefit to the District is recognized and supported by both Parties.


1. Definition: For the purpose of this Collective Agreement “students” shall have the same meaning as “student” under the *School Act of British Columbia*, or be a student enrolled in a full-time curriculum of an accredited University or College.
2. Students shall be required to provide proof of full-time enrollment at a recognized College or University.
3. Students shall only be used between the months of April and September inclusive.
4. Two (2) students may be employed under this letter. Additional students may be hired by mutual agreement between the Parties.
5. Students under this letter shall be paid at eighty percent (80%) of the Labourer rate and benefit entitlement as outlined under Article 1.05.
6. Students will not be hired if a current employee is in a no work situation and is able to do the work.
7. Students shall be required to join the Union.
8. Students will be supervised by a CUPE 401 member or excluded staff.
9. The Employer will provide the CUPE Local 401 2nd VP updates on the number of students as well as their respective duties.
10. Students shall not accumulate seniority.


Signed this 22nd day of March, 2024.

For the Employer:



For the Union:





MEMORANDUM OF AGREEMENT #4

between the

DISTRICT OF LANTZVILLE

and the

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 401**


RE: FLEXIBLE WORKING SCHEDULES

The Parties agree that within sixty (60) days of ratification of this Collective Agreement, the Parties will form a Committee to meet and discuss flexible working schedules. The intent and purpose of this Committee shall be to investigate flexible working opportunities. Meeting dates and times shall be mutually agreed.

No changes to work schedules shall be made without mutual agreement.

Signed this 22nd day of March, 2024.

For the Employer:



For the Union:

