



COLLECTIVE AGREEMENT

BETWEEN

VILLAGE OF LYTTON

Village of
Lyttton

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL NO 900



JANUARY 1, 2024 – DECEMBER 31, 2026

TABLE OF CONTENTS

ARTICLE 1	PURPOSE OF AGREEMENT	1
1.01	PURPOSE	1
ARTICLE 2	DEFINITIONS	1
2.01	EMPLOYER	1
2.02	EMPLOYEE	1
2.03	FULL-TIME EMPLOYEE	1
2.04	PART-TIME EMPLOYEE	2
2.05	REGULAR EMPLOYEE	2
2.06	PROBATIONARY REGULAR EMPLOYEE	2
2.07	PERMANENT REGULAR EMPLOYEE	2
2.08	RELIEF (CASUAL) EMPLOYEE	2
2.09	TEMPORARY EMPLOYEE	2
2.10	SEASONAL EMPLOYEE	2
2.11	WORKING DAY	2
2.12	DAY	2
2.13	SENIORITY	2
2.14	LAYOFF	3
2.15	WORK WEEK	3
2.16	OVERTIME	3
2.17	VACATION YEAR	3
2.18	SICK LEAVE	3
2.19	SEXUAL HARASSMENT	3
2.20	IMMEDIATE FAMILY	3
ARTICLE 3	MANAGEMENT RIGHTS	3
3.01	GENERAL	3
ARTICLE 4	RECOGNITION AND NEGOTIATIONS	4
4.01	BARGAINING AGENT	4
4.02	EXEMPT EMPLOYEES	4
4.03	EMERGENCY SITUATIONS	4
ARTICLE 5	NO DISCRIMINATION/SEXUAL HARASSMENT	4
5.01	GENERAL	4
5.02	SEXUAL HARASSMENT	4
5.03	NO ABUSE	4
5.04	GRIEVANCES	4
ARTICLE 6	UNION SECURITY	5
6.01	UNION MEMBERSHIP	5

ARTICLE 7	UNION DUES	5
7.01	DUES	5
7.02	DEDUCTIONS	5
7.03	TAX INFORMATION	5
ARTICLE 8	THE EMPLOYER SHALL ACQUAINT NEW EMPLOYEES	5
8.01	NEW EMPLOYEES	5
8.02	COPY OF AGREEMENT	5
ARTICLE 9	LABOUR MANAGEMENT NEGOTIATIONS	5
9.01	BARGAINING COMMITTEE	5
9.02	REPRESENTATIVES OF THE CANADIAN UNION	5
9.03	REPRESENTATIVES OF THE EMPLOYER	6
9.04	MEETING OF THE BARGAINING COMMITTEE	6
9.05	FUNCTION OF THE BARGAINING COMMITTEE	6
9.06	TIME OFF FOR MEETINGS	6
9.07	LABOUR-MANAGEMENT COMMITTEE	6
ARTICLE 10	SENIORITY	6
10.01	SENIORITY LIST	6
10.02	SENIORITY FOR NEW EMPLOYEES	6
10.03	SENIORITY DURING ABSENCE	7
10.04	LOSS OF SENIORITY	7
10.05	SENIORITY DURING TRANSFER TO SUPERVISORY POSITIONS	8
ARTICLE 11	LAYOFFS AND REHIRINGS	8
11.01	LAYOFFS AND REHIRING PROCEDURES	8
11.02	NOTICE OF LAYOFF	8
11.03	CONTINUATION OF BENEFITS	8
ARTICLE 12	PROMOTIONS AND STAFF CHANGES	9
12.01	SHALL NOTIFY UNION	9
12.02	METHOD OF MAKING APPOINTMENTS	9
12.03	UNION NOTIFICATION	9
ARTICLE 13	GRIEVANCE AND ARBITRATION PROCEDURE	9
13.01	GRIEVANCE STEPS	9
13.02	POLICY GRIEVANCE	10
13.03	WRITTEN NOTIFICATION	10
13.04	GRIEVANCES' DATE	10
13.05	FACILITIES FOR GRIEVANCE MEETINGS	10
13.06	TIME LIMITS	10
13.07	WITNESSES	10
13.08	WRONGFUL DISCHARGE OR SUSPENSION GRIEVANCE	11

ARTICLE 14	DISCHARGE, DISCIPLINE AND SUSPENSION	11
14.01	JUST CAUSE	11
14.02	GRIEVANCE INVOLVING DISCHARGE, DISCIPLINE	11
14.03	PICKET LINES	11
14.04	UNION ACTIVITY	11
14.05	STEWARD IN ATTENDANCE	11
14.06	PERSONNEL RECORDS	11
ARTICLE 15	HOURS OF WORK.....	12
15.01	HOURS	12
15.02	MINIMUM HOURS.....	12
15.03	REST PERIODS	12
ARTICLE 16	OVERTIME.....	12
16.01	OVERTIME RATES ON WEEKDAYS	12
16.02	BANKED OVERTIME	13
ARTICLE 17	GENERAL HOLIDAYS.....	13
17.01	DAYS LISTED	13
17.02	GENERAL HOLIDAYS	13
17.03	ON THE DAY OF REST	13
ARTICLE 18	ANNUAL VACATIONS.....	13
18.01	LENGTH OF VACATION.....	13
18.02	HOLIDAYS DURING VACATION.....	14
18.03	PREFERENCE IN VACATIONS	14
18.04	VACATION USAGE	14
ARTICLE 19	SICK LEAVE PROVISIONS	14
19.01	WEEKLY INDEMNITY	14
19.02	PROOF OF ILLNESS	14
19.03	LONG TERM DISABILITY.....	14
19.04	WEEKLY INDEMNITY DURING LEAVE OF ABSENCE	15
19.05	SICK LEAVE RECORDS	15
ARTICLE 20	LEAVE OF ABSENCE	15
20.01	FOR UNION BUSINESS.....	15
20.02	UNION CONVENTIONS	15
20.03	BEREAVEMENT LEAVE	15
20.04	MATERNITY LEAVE	16
20.05	PARENTAL LEAVE	16
20.06	GENERAL LEAVE	16
20.07	FUNERAL LEAVE.....	16
20.08	FAMILY RESPONSIBILITY LEAVE	16

ARTICLE 21	PAYMENT OF WAGES AND ALLOWANCES.....	16
21.01	SCHEDULES OF RATES, PAY DAYS.....	16
21.02	MINIMUM GUARANTEE.....	17
21.03	ACTING TEMPORARY CAPACITY.....	17
21.04	RATE OF PAY ON PROMOTION, TRANSFER, DEMOTION	17
21.05	USE OF PERSONAL VEHICLE	17
ARTICLE 22	JOB RECLASSIFICATION.....	17
22.01	CLASSIFICATIONS AND RECLASSIFICATION	17
ARTICLE 23	BENEFITS	18
23.01	PENSION PLAN	18
23.02	MEDICAL SERVICES	18
23.03	GROUP LIFE INSURANCE	18
23.04	DENTAL PLAN	18
23.05	EYEGLASSES 18	
23.06	FOOTWEAR UPKEEP ALLOWANCE	18
23.07	COVERALL ALLOWANCE	18
ARTICLE 24	GENERAL CONDITIONS.....	18
24.01	BULLETIN BOARDS	18
24.02	INSTRUCTIONAL COURSES	19
24.03	SAFETY COMMITTEE	19
24.04	HEALTH AND SAFETY OBLIGATIONS AND RIGHTS	19
ARTICLE 25	CONTRACTING OUT	19
25.01	CONTRACTING OUT	19
ARTICLE 26	PRESENT CONDITIONS AND BENEFITS.....	19
26.01	ALL RIGHTS, BENEFITS AND WORKING CONDITIONS	19
ARTICLE 27	TECHNOLOGICAL CHANGE	20
27.01	TECHNOLOGICAL CHANGE	20
ARTICLE 28	GENERAL	20
28.01	SINGULAR OR MASCULINE	20
ARTICLE 29	TERM OF AGREEMENT.....	20
29.01	DURATION AND RENEWAL	20
29.02	CHANGES TO AGREEMENT	20
SCHEDULE "A"	22
PAY GRID	22
JOB DUTIES:	23
LETTER OF UNDERSTANDING #1.....		24
RE: GRANT FUNDED EMPLOYEES.....		24

AGREEMENT BETWEEN:

THE VILLAGE OF LYTTON,

a body corporate under the provisions of the "Statutes" of the Province of British Columbia
(hereinafter called the "Employer")

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 900,

Chartered by the Canadian Union of Public Employees and affiliated with the Canadian Labour
Congress
(hereinafter called the "Union")

ARTICLE 1 PURPOSE OF AGREEMENT

1.01 Purpose

It is the purpose of both Parties to this Agreement:

- a) To maintain the existing harmonious relations and settled conditions of employment between the Employer and the Union.
- b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to work conditions, hours of work and scale of wages, etc.
- c) To encourage efficiency in operation.
- d) To promote the morale, well-being, and security of all the employees in the bargaining unit of the Union.

ARTICLE 2 DEFINITIONS

2.01 Employer

The Village of LYTTON, a body corporate under the provisions of the "Statutes" of the Province of British Columbia.

2.02 Employee

A person who is employed full-time or part-time by the Employer and a member of the bargaining unit.

2.03 Full-time Employee

A full-time employee is an employee who normally works no less than thirty-seven point five (37.5) hours per week.

2.04 Part-time Employee
A part-time employee is an employee who normally works fewer hours in a day and/or fewer days in a week than a full-time employee in the same classification, except in instances where the employee is replacing a full-time employee who is absent from work, or when there are unusual demands of the Employer causing a short-term need for an increase in labour.

2.05 Regular Employee
An employee who is hired to work on a regular and ongoing basis either full-time or part-time and who has successfully completed their probationary period, as per Article 10.02.

2.06 Probationary Regular Employee
A regular employee serving the probationary period, as per Article 10.02.

2.07 Permanent Regular Employee
A regular employee who has successfully completed the probationary period.

2.08 Relief (Casual) Employee
A person employed on a day-to-day on call basis to cover absences due to sick leave, vacation, special leave or any other approved leave not to exceed ten (10) days. No bargaining unit seniority or benefits shall accrue for a casual employee except for those in lieu outlined in Article 10.3(b), unless that employee is appointed to a regular part-time or full-time position. Casual employees shall not result in the displacement of regular employees' positions or hours of work.

2.09 Temporary Employee
A person employed for a specific project or time period not to as per Article 10.3(a).

2.10 Seasonal Employee
Is a person employed for a specific project or time period, who works on a temporary and/or seasonal basis on a regular schedule, and who has successfully completed a probationary period as per Article 10.02 of this Agreement.

2.11 Working Day
Is any day during which the Employee performed scheduled work in the course of employment for the Employer.

2.12 Day
Unless specified otherwise, day means a calendar day.

2.13 Seniority
The length of service of employment with the Employer and shall apply on a bargaining unit-wide basis.

2.14 Layoff
A layoff is a temporary or indefinite and involuntary
a) Separation of an employee from employment; or
b) Reduction of hours of work.

2.15 Work Week
The work week shall commence at 12:01 a.m. Sunday.

2.16 Overtime
Overtime shall be paid for all time worked in excess of the normal full-time day or normal full-time week for an employee in that classification. Normally, overtime must be authorized by the Employer in advance.

2.17 Vacation Year
"Vacation year" is the calendar year from January 1st to December 31st.

2.18 Sick Leave
Sick Leave shall be defined as leave of absence without loss of pay granted by the Employer to a permanent regular employee who normally works twenty (20) hours per week or more and who is unable to work because of illness or non-compensable accident.

2.19 Sexual Harassment
Sexual harassment is defined as any repeated or unwarranted sexual comments, looks, suggestions or physical contact that creates an uncomfortable working environment for an employee or threatens the employee's job or chance for promotion.

2.20 Immediate Family
Consists of mother, father, stepmother, stepfather, husband, wife, common-law spouse, sister, brother, children and stepchildren, grandmother, grandfather, and grandchildren.

ARTICLE 3 MANAGEMENT RIGHTS

3.01 General
The management of the Employer's affairs and operations and the direction of the working forces, including the hiring, promoting, transferring, demoting and disciplining, etc., of employees is vested exclusively in the Employer, except as may be otherwise specifically provided in this Agreement.

ARTICLE 4 RECOGNITION AND NEGOTIATIONS

4.01 Bargaining Agent

The Employer or anyone authorized to act on their behalf recognizes the Canadian Union of Public Employees Local No. 900 as the sole collective bargaining agency for its employees covered by the certification, and hereby consents and agrees to negotiate with the Union or any authorized committee thereof, in any and all matters affecting the relationship between the parties to this agreement, looking forward to a peaceful and amicable settlement of any differences that may arise between them.

4.02 Exempt Employees

The following Village employees shall not be part of the certified bargaining unit:

- Chief Administrative Officer
- Corporate Officer
- Financial Officer
- Public Works Manager

4.03 Emergency Situations

It is agreed that except for emergency situations, any person whose classification is not covered by this Agreement shall not perform work that is normally done by those employees who are deemed to be within the bargaining unit for which the Union is certified.

ARTICLE 5 NO DISCRIMINATION/SEXUAL HARASSMENT

5.01 General

There shall be no discrimination by the Employer or by the Union with respect to any employee, as provided in the Human Rights Act of BC, or by reason of membership or activity in a trade union.

5.02 Sexual Harassment

The Employer and the Union do not condone sexual harassment. Any complaint or allegation of sexual harassment at the workplace not satisfactorily resolved shall be dealt with by the Parties through the Grievance Procedure.

5.03 No Abuse

The Employer and the Union do not condone any form of verbal or physical abuse. Verbal and/or physical abuse shall be dealt with through disciplinary action up to and including the termination of employment.

5.04 Grievances

A grievance relating to a matter of alleged discrimination or sexual harassment may be initiated at Step 2 of the Grievance Procedure.

ARTICLE 6 UNION SECURITY

6.01 Union Membership

All employees covered by this Agreement shall become and remain members in good standing of the Union as a condition of continued employment.

ARTICLE 7 UNION DUES

7.01 Dues

At the time of employment the Employer shall require an employee to sign a form authorizing the Employer to deduct from his earnings and to pay to the Union an amount equal to the current monthly union dues or assessments as established by the Union in accordance with its Constitution and/or Bylaws.

7.02 Deductions

Deductions shall be made from each payroll period, and shall be forwarded to the Secretary-Treasurer of the Union not later than ten (10) days following the end of the payroll period, accompanied by a list of the names of all the employees showing wages, hours worked, and the deductions that have been made.

7.03 Tax Information

When Income Tax Information (T-4) slips are provided to an employee, the Employer will include the amount of Union fees and dues deducted in the previous year.

ARTICLE 8 THE EMPLOYER SHALL ACQUAINT NEW EMPLOYEES

8.01 New Employees

The Employer agrees to acquaint new employees with the fact that an agreement between the parties is in effect and with the conditions of employment set out in Articles 6 and 7 dealing with Union Security and Dues.

8.02 Copy of Agreement

New employees shall be presented with a copy of the Agreement by the Employer on commencement of employment.

ARTICLE 9 LABOUR MANAGEMENT NEGOTIATIONS

9.01 Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than three (3) members of the Employer, as appointees of the Employer, and not more than three (3) members of the Union as appointees of the Union. The Union shall advise the Employer of the Union nominees to the Committee.

9.02 Representatives of the Canadian Union

The Union appointees shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

9.03 Representatives of the Employer
The appointees of the Employer shall have the right at any time to have the assistance of an outside representative when dealing or negotiating with the Union.

9.04 Meeting of the Bargaining Committee
In the event of either party wishing to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement. Such meeting shall be arranged within ten (10) calendar days after the request has been made.

9.05 Function of the Bargaining Committee
The Bargaining Committee shall meet to discuss the renewal of the collective agreement or any other matters which may be referred to it under the terms of this Agreement.

9.06 Time Off for Meetings
Any representative of the Union of this Bargaining Committee, who is in the employ of the Employer, shall have the privilege of attending meetings of the Committee held within working hours without loss of remuneration.

9.07 Labour-Management Committee
A Labour-Management Committee shall be established to consider items of mutual concern between the two parties. There shall be one (1) person appointed from each party to serve on the Committee. The meetings of the Committee shall meet upon request of either party. The meeting shall be held within thirty (30) days of the request if there are items which either party wishes to discuss. The meetings shall be during working hours, and the Union participant shall suffer no loss in pay for attending the meetings.

ARTICLE 10 SENIORITY

10.01 Seniority List
The Employer shall maintain a list showing the date upon which each employee's service commenced. An up-to-date list of employees with seniority shall be sent to the Union and be available to employees in January of each year.

10.02 Seniority for New Employees
Newly hired employees shall be considered on a probationary basis until completion of sixty-five (65) working days from date of hiring. Employment of such employees may be terminated at any time during this period without recourse to the grievance procedure. After satisfactory completion of the probationary period seniority shall be effective from the original date of employment.

10.03**Seniority during Absence**

If a regular employee is absent from work without pay because of sickness, accident, or leave of absence approved by the Employer, he shall not lose seniority rights until a period of eight (8) months has elapsed. Thereafter any extension may only be granted with the consent and agreement of the parties hereto.

- a) Temporary and/or seasonal employee shall mean an employee who works on a temporary and/or seasonal basis on a regular schedule and has successfully completed a probationary period as per the Collective Agreement (Article 10.02). Commencing their first (1st) day of employment, all temporary and or seasonal employees shall, for up to three (3) months, receive fifteen (15%) percent of total earnings, including overtime in lieu of annual vacation, statutory holidays, sick leave, bereavement leave, group life, medical, dental and extended health. Such payment will be made each pay period. After three (3) months employment, temporary and/or seasonal employees who are regularly scheduled shall be entitled to full benefits as per the Collective Agreement.
- b) Casual employee shall mean an employee who has been hired for emergency purposes or temporary purposes not exceeding ten (10) days. A casual is neither a full-time or part-time employee. Commencing their first day of employment, all casual employees shall receive fifteen (15%) percent of total earnings, including overtime in lieu of annual vacations, statutory holidays, sick leave, bereavement leave, group life, medical, dental and extended health. Such payment will be made each pay period.

10.04**Loss of Seniority**

An employee may lose seniority in the event:

- a) They are discharged for just cause and is not reinstated.
- b) They resign.
- c) They retire.
- d) They are absent from work in excess of five (5) working days without notifying the Employer.
- e) After a layoff, they fail to return to work within twelve (12) calendar days, after being notified by certified mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his current address.
- f) After a layoff of eight (8) months an employee shall be struck off the seniority list.

10.05**Seniority during Transfer to Supervisory Positions**

If an employee is transferred to or accepts an exempt supervisory position or any other position not covered by this Agreement, he shall retain his seniority in the position from which he was transferred for six (6) months; while in such supervisory or other position he may elect to continue to remain a member of the Union in order to accumulate seniority in the position from which he was transferred by payment of dues. Otherwise he shall not accumulate seniority and regardless at the end of six (6) months should he elect to remain in the non-bargaining unit position shall cease to be a member of the Union and relinquish all rights.

ARTICLE 11 LAYOFFS AND REHIRINGS**11.01****Layoffs and Rehiring Procedures**

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in reverse order of their seniority, provided that those employees retained are qualified to do the work. Employees shall be recalled in order of their seniority, provided they are qualified to do the work. Provided also that in the case of layoffs the Union agrees that where the next junior employee is retained, to complete a job in progress, the retaining of his services for a period not exceeding five (5) working days shall not be considered a violation of the Agreement and provided that employees laid off have not been doing similar work. Employees to be recalled to work shall be notified by telephone at least five (5) days prior to the effective date. If the employee cannot be reached by telephone, a letter shall be sent and shall be received three (3) days in advance of the effective date. This notice shall not apply for emergency weather condition recall.

11.02**Notice of Layoff**

The Employer shall notify regular employees with seniority rights who are to be laid off, fifteen (15) working days before layoff is to be effective, or pay fifteen (15) days wages in lieu of notice. The Employer shall notify special classification employees with seniority rights who are to be laid off, in accordance with the *Employment Standards Act* in effect at the time. The provisions of this clause shall not apply because of temporary suspension of work due to inclement weather.

11.03**Continuation of Benefits**

In cases of layoffs not anticipated to exceed two (2) months, the Employer agrees to maintain the payment of its share of the monthly premiums of the Benefits in Articles 23.02; 23.03; 23.04 for that period of two (2) months for any employee with seniority rights.

ARTICLE 12 PROMOTIONS AND STAFF CHANGES

12.01 Shall Notify Union

Prior to filling any staff changes or promotions covered by the terms of this Agreement, the Employer shall post notices on all bulletin boards for a minimum of five (5) working days in order that all members will know about the position and be able to make written application therefor. Such notice will contain the following information: Nature of position, required knowledge and education, ability and skills, shift, wage and salary rate or range. A copy of the notice shall also be sent to the secretary of the Union.

12.02 Method of Making Appointments

Both parties recognize that job opportunity should increase in proportion to length of service. Therefore, in making staff changes, appointments shall be made of the applicant senior in service, and having the required qualifications. The successful applicant shall serve a trial period of sixty-five (65) working days. Condition on satisfactory service, such appointment shall become permanent at the conclusion of the trial period. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, he shall be returned to his former position without loss of seniority or previous salary, and any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position without loss of seniority and previous salary.

12.03 Union Notification

The Employer shall give notice to the Union secretary once monthly of all appointments, promotions, hiring, and terminations of employment.

ARTICLE 13 GRIEVANCE AND ARBITRATION PROCEDURE

13.01 Grievance Steps

Should a dispute arise between the Employer and any employee, regarding the interpretation, meaning, operation or application of this Agreement, including any question as to whether a matter is arbitral, or where an allegation is made that this Agreement has been violated, or should any other dispute arise, an earnest effort shall be made to settle the dispute in the following manner:

STEP 1:

The aggrieved employee shall submit the grievance to the Union. If the Union considers the grievance justified, the grievance shall be submitted to the Chief Administrative Officer within fourteen (14) days or such other time as mutually agreed after the alleged grievance has arisen. A meeting shall take place and the Union shall present the grievance to the CAO. The CAO shall render a decision within five (5) working days following the meeting.

STEP 2:

Failing agreement being reached in Step 1, application for a hearing shall be made to the Employer in writing within ten (10) working days, stating the alleged grievance and a hearing shall be arranged by the Employer (Council) within ten (10) days or such other time as is mutually agreed following receipt of such application.

STEP 3:

Failing satisfactory settlement within at least seven (7) days after the hearing in Step 2, either party may refer the dispute to a Board of Arbitration.

STEP 4:

Upon the requirement of a Board of Arbitration, the Employer shall appoint one (1) member to this Board, and the Union shall appoint one (1) member to this Board, and these two (2) appointees shall agree upon a Chairman; in the event that these two (2) appointees cannot agree upon a Chairman, the Minister of Labour shall appoint a Chairman. The report of this Board of Arbitration shall be final and binding to the parties to this Agreement but shall not have the power to change the terms of the Agreement. By mutual agreement, the parties may agree to the use of a Sole Arbitrator rather than a panel.

13.02**Policy Grievance**

Where a dispute involving a question of general application or interpretation occurs, Steps 1 of this Article may be bypassed.

13.03**Written Notification**

All matters dealing with grievances shall be in writing at all stages, specifying the Step involved.

13.04**Grievances' Date**

Grievances settled satisfactorily within the time allowed shall date from the time that the Employer received notification of the grievance.

13.05**Facilities for Grievance Meetings**

The Employer shall supply the necessary facilities for the grievance meetings.

13.06**Time Limits**

The time limits fixed in the grievance procedure may be extended by the mutual consent of the parties to this Agreement.

13.07**Witnesses**

At any stage of the grievance procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

13.08 Wrongful Discharge or Suspension Grievance
Where an employee is considered to be wrongfully discharged or suspended as in Article 14, Step 1 of this Article shall be omitted.

ARTICLE 14 DISCHARGE, DISCIPLINE AND SUSPENSION

14.01 Just Cause
The Employer shall not dismiss or discipline an employee bound by this Agreement except for just and reasonable cause or as provided in the Article dealing with probation. Notice of dismissal or suspension shall be in writing and shall set forth the reasons for the action.

14.02 Grievance Involving Discharge, Discipline
A grievance involving a matter related to discharge or discipline may be initiated at Step 2 of the Grievance Procedure.

14.03 Picket Lines
An employee covered by this Agreement shall have the right to refuse to cross a legal picket line where a legal strike or a legal lockout under the Labour Relations Code is in effect. Failure to cross such a picket line shall not be grounds for disciplinary action, but the employee shall not be paid for the period involved.

14.04 Union Activity
No Employee shall be discharged or discriminated against for any lawful Union activity or for serving on a Union committee or for reporting the violation of any provision of this Agreement.

14.05 Steward in Attendance
An employee shall have the right to have a Steward present at any discussion with a Supervisor which the employee believes might be the basis for disciplinary action. Where a Supervisor intends to interview an employee for disciplinary purposes, the Supervisor will so notify the employee in advance of the purpose of the interview, in order that the employee may contact a Steward to be present at the interview. However, this shall not result in an undue or unreasonable delay of the meeting, discussion, or of the action to be taken.

14.06 Personnel Records
An employee has a right of access to, and review of, that employee's personnel file, upon giving reasonable notice to the Employer. The employee shall be permitted to make copies of documents contained in it. The Employer will not introduce as evidence in any Arbitration hearing, any disciplinary document from the employee's personnel file, the existence of which the employee was not aware.

ARTICLE 15 HOURS OF WORK

15.01 Hours

The standard work week shall consist of five (5) – eight (8) hours' days (outside staff), and five (5) – seven point five (7.5) hours' days (inside staff). Seasonal variations of the standard workday may be made by mutual agreement of the parties to this Agreement. **At the discretion of the employee and with supervisory approval, inside workers may stagger their start-time by 30 minutes to allow for work to be completed outside of public office hours.**

15.02 Minimum Hours

In the event of an employee starting work in any day and being sent home before he has completed four (4) hours, he shall be paid for four (4) hours. In the event an employee reports to work but is sent home before commencing to work, he shall be paid for two (2) hours at regular rates.

15.03 Rest Periods

All employees shall be permitted a fifteen (15) minute rest period in both the first (1st) and second (2nd) half of a shift.

ARTICLE 16 OVERTIME

16.01 Overtime Rates on Weekdays

- a) All time worked beyond the scheduled workday shall be deemed to be overtime. Overtime shall be paid for at the rate of time and one-half (1½) for the first two (2) hours work and double (2x) time thereafter, on standard workdays. The employee can either bank the overtime or be paid out.
- b) Any employee required to work on his first (1st) weekly day of rest shall be paid time and one-half (1½) for the first two (2) hours work and double (2x) time thereafter.
- c) Any employee required to work on his second (2nd) weekly day of rest or on a general holiday, shall be paid double (2x) time for all hours so worked. This double (2x) time will be in addition to any general holiday pay to which he might be entitled.
- d) All overtime and call back time shall be authorized by the Village Administrator or designate.
- e) Employees shall not be subjected to a layoff during regular hours to equalize any overtime worked.
- f) Every employee who is called out and required to work in an emergency outside his regular working hours shall be paid for a minimum of two (2) hours at overtime rates and shall be paid a maximum of thirty (30) minutes from the time he leaves his home to report for duty and in

addition thirty (30) minutes for travel time home. The word emergency above being as the instance when an employee does not receive notification during his regular working hours.

16.02 Banked Overtime

An employee may elect to bank overtime by written authority to the Employer, which will not be unreasonably denied. The overtime bank shall not exceed thirty (30) hours in any six (6) month period. Overtime shall be paid out twice (2) a year (June 20th and December 31st).

ARTICLE 17 GENERAL HOLIDAYS

17.01 Days Listed

All permanent regular employees shall be entitled to the following:

17.02 General Holidays

New Year's Day	BC Day
Heritage Day (3 rd Monday in February)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

Heritage Day will be considered the same day as Family Day.

And any other day declared or proclaimed as a General Holiday by the Federal, Provincial or Municipal government.

17.03 On the Day of Rest

When a General Holiday falls on an employee's day of rest, the Employer shall give the entitled employee a day off in lieu with pay to be taken at another mutually agreeable time.

ARTICLE 18 ANNUAL VACATIONS

18.01 Length of Vacation

Employees covered by this Agreement shall be entitled to holidays with pay each year. Such holidays to be provided after the following years' service and in the following amounts:

After one (1) year	fifteen (15) working days
After five (5) years	twenty (20) working days
After sixteen (16) years	twenty-five (25) working days.

Employees with less than one (1) year's service shall be paid on the basis of the current Ministry of Labour *Employment Standards Act*.

18.02 Holidays during Vacation
If a statutory holiday or a declared holiday falls on or is observed during an employee's vacation period, they shall be granted an additional day's vacation for each holiday in addition to their regular vacation time.

18.03 Preference in Vacations
Provided the work schedule permits all employees shall be granted the vacation period preferred by the employee, at such time as may be mutually agreed upon by the Employer and the employee. Preference in choice of vacation dates shall be determined by seniority of service.

18.04 Vacation Usage
Employees are to take their holidays during the fiscal year (01 January – 31 December). Employees may carry over up to one (1) week of their annual vacation to the following fiscal year. The employee may request an additional one (1) week of carry, over to the Employer which will not be unreasonably denied.

ARTICLE 19 SICK LEAVE PROVISIONS

19.01 Weekly Indemnity
The Village of Lytton will pay one hundred (100%) percent of the premiums for the Weekly Indemnity Insurance Plan for all regular full-time and regular part-time employees. The Weekly Indemnity is payable on the fourth (4th) day of illness, or on the first (1st) day of being hospitalized from sustaining injury due to an accident not covered by Workers' Compensation Board of British Columbia, by the insurance company. Employees shall accumulate one (1) day per month sick leave day, twelve (12) days per year in order to cover the first four (4) days of illness and other short-term sickness. The total allowable accumulation of these sick leave days is one hundred twenty (120) days. Weekly Indemnity is payable by the insurance company for sixty-six point sixty-seven (66.67%) percent of weekly salary to a maximum of one thousand (\$1,000.00) dollars payable for seventeen (17) weeks, termination age is seventy (70).

19.02 Proof of Illness
An employee may be required after one (1) day and shall be required after three (3) days, by the Employer, to produce a certificate from a duly qualified medical practitioner for any illness certifying that such employee is unable to carry out his duties due to illness.

19.03 Long Term Disability
The Village of Lytton will pay one hundred (100%) percent of the premiums for the Long Term Disability Insurance Plan for all regular full-time and regular part-time employees. This coverage immediately follows the seventeen (17) week Weekly Indemnity coverage. Long Term Disability is payable by the insurance company for sixty-six point seven (66.7%) percent of salary to a

maximum of four thousand (\$4,000.00) dollars subject to completion and approval of an Evidence of Health Form required by the insurance company. Failing approval the maximum coverage will be two thousand five hundred (\$2,500.00) dollars. An employee shall not accrue holidays while on long term disability.

19.04

Weekly Indemnity during Leave of Absence

When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to the service of the Employer upon expiration of such leave of absence or layoff, he shall not receive Weekly Indemnity benefits for the period of such absence, but shall retain his cumulative credit, if any, existing at the time of such leave or layoff.

19.05

Sick Leave Records

A record of all unused sick leave shall be kept by the Employer; any employee is to be advised, on application, of the amount of sick leave accrued to his credit.

ARTICLE 20

LEAVE OF ABSENCE

20.01

For Union Business

The Employer agrees that, where permission has been granted by the Employer to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance, they shall suffer no loss of pay for time so spent.

20.02

Union Conventions

Leave of absence up to a maximum of twenty (20) working days, per delegate, without pay and without loss of seniority shall be granted upon request in writing to the Employer, to employees elected or appointed to represent the Union at union conventions and a reply will be given within three (3) days after such request has been made. One (1) week's notice shall be given to the Employer.

20.03

Bereavement Leave

In the case of death in the immediate family of an employee, a leave of absence with pay of five (5) working days shall be granted for purposes of attending or arranging a funeral.

Family is defined as: mother, father, stepmother, stepfather, husband, wife, common-law spouse, sister, brother, children and stepchildren.

In case of death of the employee's mother-in-law, father-in-law, sister-in-law or brother-in-law paid leave of three (3) days.

The employee may request one (1) additional paid day for travel purposes, such request will not be unreasonably denied.

20.04 Maternity Leave
Upon two (2) weeks written notice, if possible, leave of absence without pay and without loss of seniority shall be granted for pregnancy under the terms of the *Employment Standards Act* and the *Employment Insurance Act*. The employee returning to work after maternity leave shall provide the Employer with at least three (3) weeks' notice. On return from maternity leave, the employee will be placed in a position consistent with the seniority provisions of this Agreement.

20.05 Parental Leave
Upon four (4) weeks' written notice, if possible, being provided to the Employer, an employee shall be granted a leave of absence without pay and without loss of seniority due to the birth of a child or children with respect to whom the parental leave is to be taken, said leave to be in accordance with the provisions of the *Employment Standards Act* of BC and the *Employment Insurance Act* of BC. The employee returning to work shall provide the Employer with three (3) weeks' notice of their pending return. Upon return from parental leave, the employee will be placed in a position consistent with the seniority provisions of this Agreement.

20.06 General Leave
The Employer may grant leave of absence without pay and without loss of seniority to a maximum of eight (8) months to any employee requesting such leave for good and sufficient cause, such request to be in writing and submitted to the Employer.

20.07 Funeral Leave
One (1) day shall be granted without loss of salary or wages to attend a funeral, provided such employee has the approval of the Chief Administrative Officer.

20.08 Family Responsibility Leave
An employee is entitled to up to three (3) days effective January 1st of each employment year for the care of and responsibilities associated with caring for a member of the employee's immediate family, as defined in Article 20.03. These days are to be deducted from the cumulative sick leave bank in Article 19.01.

ARTICLE 21 PAYMENT OF WAGES AND ALLOWANCES

21.01 Schedules of Rates, Pay Days
The Employer shall pay wages in accordance with Schedule "A" and "B" attached hereto and forming part of this Agreement. Employees will be paid bi-weekly. On each pay day each employee will be provided with an itemized statement of wages, overtime worked, deductions, etc.

21.02 Minimum Guarantee
A regular employee who reports for work on a regular scheduled shift will be paid for a minimum of two (2) hours at the employee's regular basic rate of pay, unless the employee's condition is such that the employee cannot perform the employee's duties, or the employee has failed to comply with the Regulations under the *Workers' Compensation Act*.

21.03 Acting Temporary Capacity
When an employee is required to temporarily perform the principal duties of a position in a higher paying classification, the employee shall be paid for the time worked in the position as if promoted to it.

21.04 Rate of Pay on Promotion, Transfer, Demotion
An employee who is promoted (i.e. moves to a position in a higher pay classification) shall be placed on the first (1st) step of the higher scale that results in a salary increase. An employee who is transferred (i.e. moves to a position in another classification at the same pay scale) shall not change pay rate. An employee who is demoted (i.e. moves to a position in a lower pay classification) shall be placed on the step of the new scale that results in the smallest salary decrease.

21.05 Use of Personal Vehicle
An employee shall not be required to use a personal vehicle for the Employer's business. If an employee uses the employee's personal vehicle for the Employer's business at the request of the Employer, the employee shall be reimbursed in accord with the rate established by the Canada Revenue Agency.

ARTICLE 22 JOB RECLASSIFICATION

22.01 Classifications and Reclassification
The classifications shall be as listed in Schedule "A". The Employer shall prepare Classification Specifications for each classification in Schedule "A". A copy of each of the Specifications, and any changes made thereto from time to time, shall be provided to the Union. If a new classification is established by the Employer or if a substantial change is made to any existing Specifications, the rate and Classification Specifications will be established by the Employer and the Union will be advised. If the Union objects to the new rate, in writing, within thirty (30) days, the parties will meet to negotiate the rate. If the parties cannot agree on the rate, the rate will be determined by a one-person Arbitration Board established as provided in the Grievance Procedure Article in this Agreement. The issue of whether the change is substantial is grievable within the thirty (30) day period.

ARTICLE 23 BENEFITS

23.01 Pension Plan

An employee, who has completed his probationary period and meets the terms of the *Public Sector Pension Plan Act*, shall participate in the Municipal Pension Plan in accordance with the terms of the Plan.

23.02 Medical Services

The Employer shall contribute one hundred percent (100%) of the premium of the recognized medical plan and extended health plan for all present employees.

23.03 Group Life Insurance

Employees shall participate in a mutually agreeable Group Life Insurance Policy with the Employer paying one hundred percent (100%) of the month premium. The principal amount of such insurance shall be twice the employee's annual salary plus accidental death and dismemberment (double indemnity).

23.04 Dental Plan

The Employer shall contribute one hundred percent (100%) of the monthly premium of the Pacific Blue Cross Dental Care Plan "A", paying eighty (80%) percent of Basic Services and of Plan "B" which pays fifty (50%) percent of Prosthetic Appliances and crown and Bridge Procedures.

23.05 Eyeglasses

Employees shall receive eyeglass coverage, which provides the current benefit plan with coverage of four hundred (\$400.00) dollars every two (2) years.

23.06 Footwear Upkeep Allowance

Outside employees shall receive **three** hundred (**\$300.00**) dollars per year for footwear upkeep allowance to be paid upon the employee providing the Employer with the receipt for the footwear purchase.

23.07 Coverall Allowance

The Employer will provide one pair of coveralls per year. The employee is responsible for keeping the coveralls clean and in good condition and is expected to wear them on duty where required.

ARTICLE 24 GENERAL CONDITIONS

24.01 Bulletin Boards

The Employer shall provide suitable bulletin boards in all shops 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.

24.02 Instructional Courses
The Employer agrees to pay the full cost of any course of instruction required by the Employer/Government for any employee to better qualify the employee to perform his job. The employee shall provide the Employer with proof of successful completion of the course. Where the employee does not successfully complete the course of instruction, or leaves the employ of the Employer within six (6) months, the cost of such course may be deducted from the employee's pay in a manner mutually agreeable to both the employee and the Employer.

24.03 Safety Committee
A safety committee shall be set up as required by the provisions of the Workers' Compensation Board. The Chief Administrative Officer shall arrange a meeting once a month during working hours to meet with all other employees regarding safety.

24.04 Health and Safety Obligations and Rights
The Employer and the Union recognize their mutual obligations and responsibilities under applicable Health and Safety related legislation which is now in force or may in the future come into force, including the *Workers Compensation Act* and *Occupational Health and Safety Regulation*. The Employer recognizes the fundamental right of workers to refuse unsafe or dangerous work without reprisal.

ARTICLE 25 CONTRACTING OUT

25.01 Contracting Out
The Employer has the right, subject to the other provisions of this Agreement, to decide how and by whom any work is to be performed. However, in the exercise of this right the Employer will not contract work out that results directly in the layoff of any employee from the bargaining unit. The Employer further agrees that, if it has available regular qualified employees and possesses and has available in the works the equipment and services necessary to accomplish the work, at and in the time required, all work, the nature of which is normal and routine, normally performed by its employees, will be carried out by employees covered by this Agreement.

ARTICLE 26 PRESENT CONDITIONS AND BENEFITS

26.01 All Rights, Benefits and Working Conditions
All rights, benefits, and working conditions which employees now enjoy, receive, or possess as employees of the Employer shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement but may be modified by mutual agreement between the Employer and the Union.

ARTICLE 27 TECHNOLOGICAL CHANGE

27.01 Technological Change

Any employee with three (3) or more years' service who is displaced from his job by virtue of technological change or improvement will have the co-operation of the Employer along with the Federal Government in providing opportunity for retraining and replacement. In such cases, the Employer agrees to give notice of at least three (3) months or if this is not possible, pay in lieu of notice of one (1) month.

ARTICLE 28 GENERAL

28.01 Singular or Masculine

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

ARTICLE 29 TERM OF AGREEMENT

29.01 Duration and Renewal

This Agreement shall be binding and remain in effect from January 1, 2019 until December 31, 2023. It shall not terminate but continue in effect from year to year thereafter unless either Party, at any time within four (4) months immediately preceding the expiry of this Agreement, by written notice requires the other Party to commence collective bargaining. If such notice is given, all terms and conditions remain in effect until a new Agreement is ratified or until strike or lockout notice is given.

29.02 Changes to Agreement

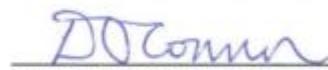
Any changes deemed necessary to this Collective Agreement may be made by mutual agreement by the authorized representatives to this agreement at any time during the existence of this Agreement.

This Agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from and after the 1st day of January 2019 and up to and including the 31st of December 2023, and thereafter from year to year unless either party to this Agreement gives notice to commence bargaining in accordance with the current legislation.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this day of , 2025.

ON BEHALF OF:

VILLAGE OF LYTTON



Denise O'Connor, Mayor



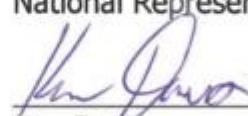
Diane Mombourquette,
Interim Chief Administrative Officer

ON BEHALF OF:

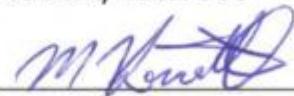
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 900



Harry Nott,
National Representative



Ken Davis,
President, Local 900



Morgan Heaster,
Unit Chair, Local 900 Lytton



Kathy Walters,
Bargaining Committee Member

SCHEDULE "A"
Pay Grid

CLASSIFICATION	Jan 1, 2023	June 1, 2023 Min Wage	Jan 1, 2024 8%+0.50/hr	June 1, 2024 Min Wage	Jan 1, 2025 4%	June 1, 2025 Min Wage	Jan 1, 2026 4%	June 1, 2026 Min Wage
Lead Hand	\$34.12		\$37.35		\$38.84		\$40.40	
Maintenance Worker	\$29.80		\$32.68		\$33.99		\$35.35	
General Labourer II	\$25.53		\$28.07		\$29.20		\$30.36	
General Labourer I	\$22.63		\$24.94		\$25.94		\$26.98	
Clerical	\$27.01		\$29.67		\$30.86		\$32.09	
Level 1 Lifeguard (no experience)		\$15.20		\$17.40		\$17.85		
Level 2 Lifeguard (At least one (1) year experience)		\$15.20		\$17.40		\$17.85		
Level 3 Lifeguard & Swim Instructor	\$16.94		\$18.80		\$19.55		\$20.33	
Level 4 Lifeguard & Swim Instructor (At least two (2) years experience and two (2) steps)	\$18.76		\$20.76		\$21.59		\$22.45	
Level 5 Lifeguard & Swim Instructor (At least two (2) years experience and three (3) steps)	\$19.95		\$22.05		\$22.93		\$23.84	
Senior Museum Guide (with at least 3 years' experience)**	\$15.96		\$17.74		\$18.45		\$19.18	
Junior Museum Guide		\$15.20		\$17.40		\$17.85		
Student Clerical Assistant		\$15.20		\$17.40		\$17.85		
Public Works Seasonal Worker		\$15.20		\$17.40		\$17.85		

*Schedule "A" Pay Grid – Minimum wages are shown in Red and all others are in black.

** Senior Museum Guide maintains the grant funded rate until 2021.

NOTE: For the Lifeguard Levels the Steps you may have: Pool Operator 1 or 2; Aqua Size Instructor; Lifesaving Instructor or First Aid Instructor

JOB DUTIES:

General Labourer I:

Manual labour, under supervision, use and maintain various tools, maintain buildings, parks, streets, sidewalks. Garbage pick-up and any other labour related activities.

General Labour II:

All duties of General Labourer I, operate equipment as assigned not necessarily under supervision.

Maintenance Worker:

All duties of General Labourer II, plus the ability to assist or take charge under the Lead Hand in major repairs or the installation of water and sewer services, pool maintenance, sanding and snow removal, minor repairs and maintenance of vehicles and equipment. Able to assume leadership or work independently in the absence of the Lead Hand.

Lead Hand:

Under the general supervision of the Chief Administrative Officer, all duties of lower classifications. Ability to prepare budgets and work schedules relating to public works activities, procurement of supplies, compile list of major repairs and improvements for the Chief Administrative for Village Council consideration. Take charge of Water & Sewer Systems including hydrants, pumps and valves. Arrange for repairs to Municipal buildings, vehicles and equipment, including emergency repairs in accordance with Employer Policy. Schedule staff, provide supervision, designate work and identify residents' concerns/complaints and taking action and/or bring to the attention of the Chief Administrative Officer. Liaison as necessary with other local Government agencies.

LETTER OF UNDERSTANDING #1

BETWEEN

THE VILLAGE OF LYTTON

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 900

RE: Grant Funded Employees

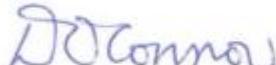
Grant Funded Employees

- 1) Employees hired under a grant shall become members of the Union and pay dues as per Article 6 & 7 of the Collective Agreement.
- 2) Regular employees shall not lose hours, wages, seniority or be displaced due to the hiring of grant funded employees.
- 3) Grant funded employees shall have duties for which they are qualified and receive the wage rates as outlined in Schedule "A".
- 4)
 - a) Grant funded employees shall be under the direction of the Public Works Lead-Hand position and shall not replace a regular Union position. All terms of the Collective Agreement shall apply except for seniority, benefits and pay (see above for pay scale). Grant funded employees shall receive vacation pay at four (4%) percent and all other rights per the *Employment Standards Act (ESA)*.
 - b) Public Works student and Student Clerical Assistant duties are that of a basic nature and are not intended to be performed as core duties of a public works or clerical position.
- 5) The Grant may run for the five (5) month period from 01 April to 08 September or for such time as is agreed upon between the Union and Employer.
- 6) This LOU shall terminate when the grant funded employees' employment and grant provision ends. The parties are free to renew with amendments by mutual agreement in the future.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this day of , 2025.

ON BEHALF OF:

VILLAGE OF LYTTON



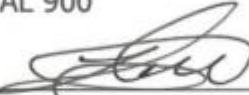
Denise O'Connor, Mayor



Diane Mombourquette,
Interim Chief Administrative Officer

ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 900



Harry Nott,
National Representative



Ken Davis,
President, Local 900



Morgan Heaster,
Unit Chair, Local 900 Lytton



Kathy Walters,
Bargaining Committee Member