COLLECTIVE AGREEMENT

BETWEEN

THE DISTRICT OF LOGAN LAKE

- AND -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 900

JANUARY 1, 2025 – DECEMBER 31, 2027

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AGREEMENT BETWEEN:

THE DISTRICT OF LOGAN LAKE,
(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”)

PREAMBLE

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

a) To maintain the existing harmonious relations and settled conditions of employment between the District of Logan Lake (hereinafter called the "Employer") and the Union.

b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working 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.

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 hereto agree as follows:

ARTICLE 1 EMPLOYER RIGHTS

Except as otherwise provided in this Agreement, the management, supervision and control of the Employer's operation and the direction of the working force remain the exclusive function of management provided that such management and direction does not contravene express provisions of this Agreement.

ARTICLE 2 RECOGNITION AND NEGOTIATIONS

a) 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 classified and covered by this Agreement 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.

b) **Work of the Bargaining Unit**

It is further agreed that, except for incidental or emergent situations or except for employees of a bona fide contractor who are not in the bargaining unit for which the Union is certified, any person whose classification is not covered by the 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 3 NO DISCRIMINATION

a) The Employer, its servants and agents agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, discipline, discharge or otherwise by reason by age, race, creed, colour, national origin, political or religious affiliation, family nor by reason of their membership in a labour union.

b) 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.

c) All personnel have the right to work without sexual harassment. Any complaint alleging sexual harassment will be dealt with in the Grievance Procedure and will commence at Step 3, as outlined in Article 11.

d) **Harassment**

The Employer and the Union recognize the right of employees to work in an environment free from all harassment and agree to cooperate in attempting to resolve in a confidential manner any complaints of harassment which may arise in the work place. Complaints shall be dealt with in the normal grievance procedure.

ARTICLE 4 UNION SECURITY AND DEFINITION OF EMPLOYEES

a) Every employee who is now or hereafter becomes a member of the Union shall maintain their membership in the Union as a condition of their employment, and every new employee whose employment commences hereafter shall apply for and maintain their membership in the Union as a condition of their employment.

b) **Definition of employees:**

i) **Regular Employees**

A regular employee is an employee hired to work on a regular and ongoing basis either part-time or full-time and who has successfully completed their probationary period.

ii) **Full-time Regular Employee**

A full-time regular employee is an employee hired to work full time hours, in accordance with Article 13, on a regular and ongoing basis and who has successfully completed their probationary period. A full-time employee has rights to all terms of the Collective Agreement.

iii) **Part-Time Regular Employee**

A part-time regular employee is an employee scheduled, on a regular basis, year-round for part-time hours (less than twenty-eight (28) hours (inside), less than thirty-two (32) hours (outside) per week in a posted position and has successfully completed their probationary period.

Permanent Part-time employees, working less than 20 hours per week, receive fourteen (14%) percent in lieu of benefits. They will also receive vacation pay. All Part-time employees after one (1) year's service shall receive one (1) floating discretionary day with pay. Part-time employees are entitled to bereavement leave as per Article 18.

iv) **Temporary Employee**

Temporary employees are hired to work for a temporary part-time or full-time consecutive period not exceeding five (5) months, in a specific job classification. Specific dates of the term shall be inserted into the job posting. The five (5) month period may be extended by mutual agreement of the parties. Temporary employees shall have all rights and privileges of this collective agreement except for twelve (12%) percent of wages in lieu of benefits. There shall be no layoffs of District CUPE employees resulting and no attempts will be made by the Employer to implement successive temporary positions that could circumvent the procedures of this agreement**.**

No bargaining unit seniority shall accrue, for a temporary employee unless that employee is appointed to a regular part-time or full-time position. Where a temporary employee is appointed to a regular part-time or full-time position, they shall serve an initial probationary period as per Article 10(b). Upon successful completion of the probationary period, the temporary employee who becomes a regular part-time or full-time employee, shall be credited for purposes of seniority for the number of actual hours or days they have worked for the District.

v) **Casual Employee**

Casual employees are employed on an “on call” basis to cover absences due to health leave, vacation, special leave or any other approved leave. No bargaining unit seniority shall accrue or benefits in lieu be paid, for a casual employee unless that employee is appointed to a regular part-time or full-time position. Where a casual employee is appointed to a regular part-time or full-time position, they shall serve an initial probationary period as per Article 10(b). Upon

successful completion of the probationary period, the casual employee who becomes a regular part-time or full-time employee, shall be credited for purposes of seniority for the number of actual hours or days they have worked for the District.

**Relief work that is known to exceed sixty (60) working days at the beginning of the assignment will be posted as a term position.

vi) **Seasonal Employees**

A seasonal employee is an employee scheduled for full-time hours in a posted position lasting at least five (5) months per year and has passed their probationary period. Seasonal employee probation period will be the length of their first (1st) season. A seasonal employee is subject to an annual off-season with the right of first (1st) recall to that position in the next year. Seasonal employees receive all rights of the Collective Agreement for their working months. Seasonal employees shall not be eligible for continuation of benefits coverage during the annual off-season except if the employee pays the total cost of the related premiums.

vii) **Term employee**

Is an employee scheduled for full-time or part-time hours in a posted position for a period not exceeding two (2) consecutive years (except by mutual agreement between the parties).

viii) **Summer and/or Campground Youth Worker**

A summer and/or campground youth worker is an employee who may be hired to work between May 1st and Labour Day of any year, with a number of youth permitted to work through Thanksgiving as mutually agreed upon. Youth workers must be sixteen (16) years or older and may be expected to work four (4) x ten (10) hour shifts for the Campground and Parks schedules as mutually agreed upon. Youth workers are not entitled to seniority and benefits. All other terms of the Collective Agreement shall apply. Remuneration for youth workers are outlined as per Schedule A.

ix) **Ice Monitor Employees**

The District of Logan Lake may hire part time employees fourteen (14) years or older to perform ticket selling, ice patrol and related functions, at the municipal ice rink facilities. Such employees shall be hired between the period of September 1st and March 31st only, unless extended by mutual agreement. Such employees will be paid BC Minimum Wage, plus vacation pay as per *Employment Standards Act*. The work of such employees is not to exceed twenty (20) hours in any one week. Such employees shall be covered by all other terms of the collective agreement except benefits and seniority. The Employer shall have the right to rehire employees who worked the previous season or to hire new employees.

ARTICLE 5 CHECKOFF OF UNION DUES

a) **Checkoff**

At the time of employment the Employer shall require an employee to sign a checkoff form authorizing the Employer to deduct from their earnings and to pay to the Union an amount equal to the current monthly Union dues and assessments as established by the Union in accordance with its constitution and/or By-laws.

b) **Deductions**

Deductions shall be made from the payroll period on a bi-weekly basis in the case of salaried employees, and from each payroll period in the case of hourly paid employees, and shall be forwarded to the Secretary-Treasurer of the Union not later than the 10th day of the month following, accompanied by a list of the names of all the employees from whose wages the deductions have been made.

ARTICLE 6 THE EMPLOYER SHALL ACQUAINT NEW EMPLOYEES

a) The Employer and the Union agree 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 4 and 5 dealing with Union Security and Dues Checkoff. New employees shall be presented with a copy of the Agreement by the Employer on commencement of employment.

b) The Employer will supply the Union with revised copies of the Collective Agreement as required.

ARTICLE 7 LABOUR MANAGEMENT NEGOTIATIONS

a) **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.

b) **Representatives of the Canadian Union**

The Union 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.

c) **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.

d) **Function of 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.

e) **Time Off for Meetings**

Any representative of the Union on 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, providing such meetings are held on a day when the full committee meets.

f) **Labour Management Committee**

i) There shall be a joint Labour Management Committee which shall be comprised of up to two (2) members from each party.

ii) The purpose of the Committee is to discuss with an attempt to resolve matters of concern during the term of the Collective Agreement. If matters cannot be resolved, then the normal grievance procedure may be followed.

iii) Meeting of the Committee may be held every two (2) months or at such time mutually agreed to and shall be during the normal hours of work. There shall be no loss of pay for employees attending such meetings.

iv) Either party may notify the other party in writing of the need for a meeting.

ARTICLE 8 PROBATION AND SENIORITY

a) i) **Probation**

Notwithstanding anything to the contrary in this Agreement, it is mutually agreed that every regular employee is hired on probation.

ii) **Term of Probation**

The probation period for a full-time regular employee shall be three (3) months from date of hire and the probation for a part-time regular employee shall be calculated at the equivalent hours of probation for a full-time regular employee.

iii) **Termination During Probation**

A regular employee may be terminated at any time during the probation period for just cause, providing the termination does not

conflict with any provision of this Agreement.

iv) **All overtime is to be paid out during probation.**

b) **Seniority List**

Seniority is length of employment within the bargaining unit and shall apply on a bargaining unit wide basis. The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. Any up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

c) **Seniority for Regular Employees**

Seniority for regular employees commences from the original date of hire, following successful completion of probation.

d) **Seniority for Casual and Temporary Employees who Become Regular Employees**

A casual or temporary employee who becomes a regular part-time or full-time employee and upon successful completion of the probationary period, shall be credited for purposes of seniority for the number of actual hours or days they have worked for the District.

e) **Seniority During Absence**

If an employee is absent from work because of leave of absence approved by the Employer, they shall not lose seniority until a period of twelve (12) months has elapsed. Thereafter any extension may only be granted with the consent and agreement of the parties hereto.

An employee shall lose seniority in the event:

i) They are discharged for just cause and are not reinstated.

ii) They resign.

iii) They are absent from work in excess of three (3) working days without notifying the Employer unless such notice was not reasonably possible.

iv) After a layoff, they fail to return to work within seven (7) calendar days, after being notified by registered 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 their current address.

v) After a layoff of one (1) year, an employee shall be struck off the seniority list.

f) **Seniority During Transfer to Supervisory Position**

If an employee is transferred to a supervisory position or any other position not covered by this Agreement, they shall retain their seniority and pay Union dues in the position from which they were transferred for a period of three (3) months. Following the completion of such three (3) month period they shall have no seniority rights in the bargaining unit.

ARTICLE 9 LAYOFFS AND REHIRINGS

a) **Layoffs and Rehirings Procedure**

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 the 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 their service 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.

b) **Notice of Layoff**

The Employer shall notify employees with seniority rights who are to be laid off, two (2) working days before layoff is to be effective. The provision of this clause shall not apply because of temporary suspension of work due to inclement weather.

The Employer shall have the right to hire back a laid-off employee for a minimum of one full shift or more, without the requirement to provide two **(2)** days' notice of next layoff, for purposes of filling a shift or shifts, in the absence of a regular employee due to sickness, banked overtime, vacation time, use of floater holiday, statutory holiday or leave of absence or when all employees have been given the opportunity to work overtime and where all employees have refused or are unable to work overtime; or, otherwise as mutually agreed between the Employer and the Union and such mutual agreement shall not be unreasonably withheld.

c) **Bumping**

In the event of a layoff, the affected employee may exercise their seniority rights by bumping a junior employee. The employee bumping must be qualified to fulfil the position at the time of the bump.

d) **Continuation of Benefits**

In cases of temporary layoffs of employees with seniority, the Employer agrees to maintain the payment of its share of the monthly premium to the approved Medical and Dental Plan for a maximum period of two (2) months in any calendar year, providing that the employees contribute their own share during the period of such layoff.

e) **Same Day Seniority**

For the purpose of layoff, recall, promotion, vacation preference or any other matter where same day seniority may be a factor between two (2) or more equally qualified employees, the matter of who is senior will be determined by drawing lots.

ARTICLE 10 PROMOTIONS AND STAFF CHANGES

a) **Shall Notify Union**

Prior to filling any staff changes or promotions, covered by the terms of this Agreement, the Employer shall post notice 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. Such notice shall contain the following information: nature of position, required knowledge and education, ability and skills, shift, wage and salary rate or range. Copy of the notice shall also be sent to the Secretary of the Union.

For the purpose of continuity of the operation during the posting period, any staff change or promotion may, subject to recognition of the principle of seniority and required qualifications be temporarily filled and only for a maximum period of twenty (20) days from the original date of the posting. Rates of pay during the maximum twenty (20) day period shall be paid in accordance with Article 19 (c) of this Agreement.

b) **Method of Making Appointments**

Both parties recognize that job opportunity should increase in proportion to length of service. Therefore, in making staff changes, appointment shall be made of the applicant senior in service and having the required qualifications. Subject to satisfactory completion of the three (3) month probationary period for regular employees and conditional on satisfactory service, such trial promotion shall become permanent after the period of three (3) months.

In the event the successful applicant proves unsatisfactory in the position during the probation period, they shall be returned to their 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 their former position without loss of seniority and previous salary.

c) **Temporary Position**

In the event that a position is created for a temporary period, such a position after five (5) months shall be subject to the normal posting process.

d) **Job Training Program**

The Employer agrees, wherever practical, to provide an opportunity for employees to receive on the job training to facilitate qualification for promotion, in the event of a vacancy arising in a position senior to their own.

e) **Medical Placement**

As a result of an employee being partially disabled through sickness or accident, the Employer will endeavour to place the injured person into a regular job that is available, provided that such person can perform the work.

It is further understood that if a problem arises in terms of placement of such an individual, the District of Logan Lake and the Union will meet through the Labour Management Committee, to review the circumstances.

f) Temporary Recreation Transfers

i) The Employer shall have the right to temporarily transfer employees from the Public Works Department to the Recreation Centre, and from the Recreation Centre to the Public Works Department, following previously established practices (up to November 2000). A temporary transfer shall be deemed to be three (3) months or less. An extended transfer (more than three (3) months) shall be posted.

ii) As a result of such temporary transfer there shall be no reduction in the minimum hours normally expected of a Public Works employee nor will it circumvent Article 14.

iii) The Employer will make every effort to utilize the provisions of the Collective Agreement to avoid transfers involving less than full sets.

iv) The Union and the Employer may agree to alternative Recreation Centre shift coverage schedules.

v) The Union recognizes that emergent situations will arise and that transfers may be imposed; however, every effort shall be made to communicate the need to transfer prior to the actual transfer, so that alternative courses of action may be discussed and explored between the Union and the Employer.

vi) Where the Union believes that the Employer has abused the intention of this Letter or the Collective Agreement, the Union may request a Labour/Management meeting to attempt a resolution to such perceived abuse. Should such resolution not be reached in a manner acceptable to the Union, the provisions of the Collective Agreement relating to the Grievance Procedures and/or Article 13 shall apply.

ARTICLE 11 GRIEVANCE AND ARBITRATION PROCEDURE

a) The Employer acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of three (3) members who shall be employees of the Employer. The personnel of such committee shall be communicated to the Employer.

b) Should a dispute arise between the Employer and any employee(s) regarding the interpretation, meaning, operation or application of this Agreement, including any question as to whether a matter is arbitrable, 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 employee concerned, in person, with their Union Steward in

attendance, shall first seek to settle the grievance with the immediate Foreman or person holding an equivalent position within forty-five (45) days from the time the grievance became known to the employee, or the Union, in the case of a policy grievance.

Step 2:

Failing satisfactory settlement within five (5) working days after the dispute was submitted under Step 1, the employee(s) concerned together with the Grievance Committee will submit to the Department Head a written statement of the particulars of the complaint and the redress sought. The Department Head shall render their decision within five (5) working days after receipt of such notice.

Step 3:

Failing agreement being reached in Step 2, either party may refer the matter to the Chief Administrative Officer and/or the Chair of the Union, to reconsider the issue following a minimum ten (10) day and maximum twenty (20) day cooling off period. A Hearing shall be arranged within ten (10) days of receiving the referral unless otherwise agreed by both parties.

Step 4:

Failing satisfactory settlement within at least five (5) days after the dispute was first considered by the Chief Administrative Officer and Union Chair at Step 3, either party may refer the dispute to a Board of Arbitration.

c) If a satisfactory settlement is not reached after the grievance was submitted to the final step of the grievance procedure, the Union shall notify the Employer within thirty (30) days of its intention to proceed to Arbitration and name its nominee to the Arbitration Panel. In the event that the Union does not notify the Employer that it will proceed to Arbitration within the prescribed time limit of thirty (30) days, the Grievance shall be deemed to be abandoned and all rights to the Grievance Procedure at an end.

In the event that the Union has difficulty selecting a nominee within the prescribed time limit of thirty (30) days, a maximum fifteen (15) additional days will be permitted.

Upon being notified of the Union's intent to proceed to Arbitration, the Employer shall name its nominee to the Board of Arbitration. The two (2) nominees shall agree upon a mutually satisfactory third (3rd) member to the Board, who shall be the Chairman of the Board of Arbitration. 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.

d) Where a dispute involving a question of general application or interpretation occurs, Steps 1, 2 and 3 of this Article may be bypassed.

e) Replies to grievances shall be in writing at all stages.

f) Grievances settled satisfactorily within the time allowed shall date from the time that the grievance was filed.

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

h) The time limits fixed in the Grievance Procedure may be extended by the consent of the parties to this Agreement. Such consent shall not be unduly withheld.

i) 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.

j) In all cases of the grievances against the Employer, all reasonable means will be employed by the parties to ensure that satisfactory conclusions will be reached within a period of ninety (90) days except those grievances referred to a Board of Arbitration.

k) **Single Arbitrator**

Notwithstanding the foregoing, the parties may mutually agree to the use of a single arbitrator, who will be governed by the provisions of this Article. Failing to agree on a single arbitrator, the provisions of the three (3) person Board will apply.

l) Withdrawn grievances cannot be reconsidered at any time in the future, within the forty-five (45) days as specified in Article 11(b) Step 1.

ARTICLE 12 DISCHARGE AND SUSPENSION

Discharge Procedure

a) A regular employee may be suspended or dismissed only for just cause and only upon the authority of the Department Head. Such employee and the Union shall be advised promptly in writing by the Administrator of the reason for such dismissal or suspension. Just cause shall not include the refusal of an employee to cross the picket line of a legal strike. All essential services of the Employer will be maintained.

b) An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 11: Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.

c) Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in their former position, without loss of seniority rating, and shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by

any other arrangement compensated which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration if the matter is referred to such a Board.

d) Whenever possible an employee who intends to terminate their services with the Employer, shall give notice in writing to the Employer to the extent of seven (7) calendar days.

e) The Employer agrees that all employees will have access to their personnel file and may review same in the presence of the Administrator. To obtain access to their personnel file the said employee will forward the appropriate request in writing to the Administrator who will deal with the said request within a reasonable time. Any employee may respond in writing to any report on their personnel file and such response will become part of the file.

f) **Personnel Files**

All letters of discipline and reprimand shall be removed from an employee's file after twenty-four (24) months from the issue of the discipline or reprimand, provided there have been no further similar occurrences.

ARTICLE 13 HOURS OF WORK

a) **Hours**

Except for the special classifications hereinafter set out, the normal work week for Public Works staff shall consist of five (5) eight (8) hour days, from Monday to Friday inclusive. The normal work week for inside staff shall consist of five (5) seven (7) hour days, from Monday to Friday inclusive.

The normal work day for Public Works staff shall not commence before 6:00 a.m. nor finish later than 5:00 p.m. No eight (8) hour shift shall be spread over a period longer than nine (9) hours, with one (1) hour off for lunch. The normal work day for inside staff shall not commence before 7:00 a.m. nor finish later than 5:00 p.m. No seven (7) hour shift for inside staff shall be spread over a period longer than eight (8) hours, with one (1) hour off for lunch. A work schedule for the Recreation Complex in the District shall be reached by mutual agreement between the parties. Such agreement will not be unreasonably withheld.

The normal work day for the Parks and Recreation in the District shall not commence before 5:30 a.m. nor finish later than 12:00 midnight.

Variations of the normal workday may be made by mutual agreement of the parties to this Agreement.

b) Except as hereinafter provided, the hours of work shall be:

Public Works-	7:00 a.m. to 3:30 p.m. (½ hour lunch period) The normal lunch period shall be

	11:30 a.m. to 12:00 noon.
Parks and Recreation –	4 on, 4 off Between the hours of 5:30 am – 12 midnight
Inside Staff-	8:30 a.m. to 4:00 p.m. (½ hour lunch period)

c) Notice of Shift Change

i) The District may change an employee's regular start time, with the provision that this right shall not be exercised arbitrarily or the privilege abused.

ii) Should an employee's shift be changed without first receiving twenty-four (24) hours' notice of such change, the provisions of Article 19 (c) shall apply to all hours worked on the first shift of the changed hours of work.

d) In the event the Employer or the Union wish to change any of the present shifts currently contained in Article 13, the Union and the Employer agree that such changes will be made by mutual agreement, subject to item below.

i) Should the Employer and the Union fail to agree, the following will prevail:

ii) If the Union and the Employer cannot agree to the above, the matter of shift schedules and shift premium in accordance with Article 19, shall be referred within five (5) working days, to a representative of the Union and a representative of the Employer. Failing agreement at this stage, the matter will be settled in accordance with the following:

iii) It is agreed that various shifts, whether covered by Article 13 or not, can be implemented or changed, consistent with the guidelines outlined.

iv) In the event a dispute arises out of the terms of #3 below, the dispute will be referred to the Preventative Mediator for resolution in accordance with the following terms of reference:

v) It is not the intent to make changes to the general intent of the (Article 13) Hours of Work provisions of the Collective Agreement between the Parties.

vi) Hours of Work and/or Shift Changes must be made for reason of cost and/or efficiency savings to the Employer.

vii) The Employer will be required to establish that shift schedules or Hours of Work changes, introduced under this Article will result in a cost or efficiency savings to the Employer and that operational requirements dictate the need for the proposed shift/hours schedules.

viii) The Mediator will examine the positions of both parties and will make a binding recommendation taking into account the terms of reference

noted above.

ix) The Parties shall name a mutually acceptable mediator at the time of any dispute. Should the Parties fail to agree on mediator, the Parties shall request the Minister of Labour to appoint a mediator.

x) It is further agreed that the shifts to be implemented under this amendment will not affect current standby practices.

xi) The District will plan shifts as far in advance as possible prior to the aforementioned meetings.

xii) The intent would be to remove certain operations described in Article 13 from the Overtime and Hours of Work provisions of the Collective Agreement. Those operations not mentioned in Article 13 may be removed from the Overtime and Hours of Work provisions of the Collective Agreement by mutual agreement. Said mutual agreement will not be unreasonably withheld.

e) **Minimum Hours**

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

f) **Rest Periods**

All employees shall be permitted a fifteen (15) minute rest period in both the first and second half of a shift, such rest periods shall be designated in writing, from time to time, by the Department Head. One-half (½) hour paid lunch break with a meal to be provided at the cost of the Employer after four (4) hours of overtime.

g) **Part-Time Employees**

When a part-time employee accepts a shift as coverage this becomes part of their schedule. To take time off during this covered shift an employee must use Sick/Vac or BT, unpaid leave will not be approved.

ARTICLE 14 OVERTIME

a) **Overtime Rates on Weekdays**

All time worked beyond the normal work day shall be deemed to be overtime. Overtime shall be paid for at the rate of time and one-half (1½x) for the first two (2) hours, only when the time worked is at the immediate end of the shift, and double (2x) time thereafter in any one (1) day or shift.

b) **Overtime Rates on Employee's Days of Rest and Holidays**

All time worked on an employee's scheduled days of rest shall be paid on the basis of double (2x) time. All time worked on Statutory Holidays shall be paid on the basis of double time for every hour worked in addition to their regular holiday pay.

c) **No Layoff to Compensate for Overtime**

Employees shall not be required to lay off in regular hours to equalize any overtime worked.

d) **Call Out**

Every employee who is called out and required to work outside their regular working hours, shall be paid for a minimum of two (2) hours at double (2x) time rates and shall be paid from the time they report to the workplace until the time they complete their work.

e) **Part-Time Regular Employees**

Part-time regular employees will be paid overtime as follows:

i) **Outside Employees** - if they work more than eight (8) hours in one (1) day or forty (40) hours in any one (1) week.

ii) **Inside Employees** - if they work more than seven (7) hours in one (1) day or thirty-five (35) hours in any one (1) week.

f) The following conversion factor will be used for bi-weekly:

$$\frac{\text{Monthly salary} \times 70 \text{ hours} \times 26.089}{12 \text{ months}}$$

g) **Paid Time Off in Lieu of Worked Overtime**

Subject to the Employer's operational requirements, employees may consider paid time off in lieu of worked overtime. Time off will only be taken upon mutual agreement between the employee and their supervisor, provided that any unused banked time will be paid out once yearly at a time to be determined by the Employer. Paid time off shall be provided at the same rate of pay as the applicable overtime rates.

h) **Scheduling of Time Off in Lieu of Overtime**

Scheduling of vacation time shall be given preference over scheduling of time off in lieu of overtime, when vacation requests are submitted prior to April 1st of each year.

i) **Distribution of Overtime**

Whenever possible, overtime shall be distributed in accordance with the following policy:

i) Overtime shall only be offered to those qualified and familiar with the tasks.

ii) Overtime shall first be offered to an individual in the department that the work applies to (i.e., administration, public works, recreation centre).

iii) Overtime shall be offered to the employee who has worked the fewest hours of overtime in the calendar year.

j) Employee cannot bank overtime in emergency situations where the District is able to receive reimbursement from the Province (i.e.

Wildfire/flood/landslide etc.). The employee will be paid out for all overtime worked in these situations.

k) All overtime will be paid out for temporary positions.

l) SCADA Emergency Calls and AM Winter Road Condition Monitoring

The District will pay Union employees one (1) hour at double (2x) pay to answer a call from the SCADA emergency telephone and/or one (1) hour at double (2x) pay to monitor am winter road conditions.

ARTICLE 15 HOLIDAYS

a) All employees shall after completion of thirty (30) days' employment, receive one (1) day's pay for not working on the following holidays:

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

and any other day proclaimed or declared by the Federal, Provincial or Municipal Governments as a holiday.

When a Statutory Holiday falls on a normal non-working day and no other day is declared in substitution thereof, employees shall receive a day off work in lieu of the holiday, at their regular rate of pay; such day off to be taken at the discretion of the Department Head within thirty (30) days following such holiday.

No employee is entitled to Statutory Holiday Pay for any such holiday which occurs while the employee is on layoff.

b) **Part Time Regular Employees**

Part-time regular employees will receive pay for statutory holidays on a pro rata basis to cover scheduled days of work. The pro rating will be based on the average of the daily hours worked four (4) weeks prior to the holiday.

c) Article 15 (Holidays) shall not apply to casual part-time employees unless they have been employed for thirty (30) consecutive days, excluding Saturdays, Sundays and Holidays.

d) i) Employees normally scheduled to work on statutory holidays, whose normal work schedule exceeds the normal hours of work, shall be paid eight (8) hours statutory holiday pay plus pay for hours worked at the applicable overtime rate.

ii) If not worked, straight time pay will be paid for hours the employee would have worked on that day had it not been a statutory holiday.

e) **Time Off in Lieu of Working Statutory Holidays**

Any full time permanent employee who is required to work on a statutory holiday may, upon mutual consent between the Employer and the employee, receive equivalent time off in addition to double (2x) the regular rate of pay for all time worked.

ARTICLE 16 ANNUAL VACATIONS

a) **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
Six percent (6%) of gross wages earned by part time employees.

After seven (7) years twenty (20) working days
Eight percent (8%) of gross wages earned by part time employees.

After fifteen (15) years twenty-five (25) working days
Ten percent (10%) of gross wages earned by part time employees.

After twenty (20) years thirty (30) working days
Twelve percent (12%) of gross wages earned by part time employees.

After twenty-one (21) years one (1) day per year up to thirty-five (35) working days
One extra half percent (0.5%) per year to a maximum of fifteen percent (15%) of gross wages earned by part time employees.

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

For the purposes of this section, a working day is equal to eight (8) hours pay for OUTSIDE EMPLOYEES and DISTRICT RECREATION COMPLEX EMPLOYEES and seven (7) hours pay for INSIDE EMPLOYEES.

Part time employees who work less than twenty (20) hours per week will be permitted to take unpaid time off following the above entitlements on a pro-rata basis.

Part time employees who work twenty (20) hours or more per week shall receive paid vacation following the above entitlements on a pro rata basis.

b) **Holidays During Vacation**

If a Statutory Holiday or a declared holiday falls 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.

c) **Employees on Long Term Disability**

Employees while on Long Term Disability will not accrue vacation entitlement.

d) **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.

e) **Scheduling of Holidays**

In order to facilitate the scheduling of holidays in preference with seniority, employees will be called upon to indicate their preference by April 1st in any one (1) year. Employees who do not indicate preferences for vacation time when called upon to do so shall be scheduled by the Department Head.

f) **Vacation Allowance - Regular and Part-Time Employees**

An employee's average hourly straight time earnings of the current vacation year shall serve as the basis for vacation pay, including shift differential where applicable but excluding overtime.

g) With the approval of the Employer an employee may carry one (1) week of vacation over into the following vacation year by providing written notice, one month before the employees anniversary date**,** to the Employer. Such notice must indicate the specific time, in the following vacation year, when the employee intends to take this vacation time. Should the employee fail to take the carried-over vacation time at the time indicated in the written notice, the Employer shall pay the employee the equivalent value of the carried-over vacation time. The carried-over vacation time shall be paid out, in vacation time off or in payment, at the value it was earned in the previous year.

h) After one (1) year's service there shall be two (2) floating holiday per year for each regular employee and one (1) for part time employees. An employee may take their floating holiday at any time of the year at a time mutually agreeable between the employee and their supervisor.

ARTICLE 17 WEEKLY INDEMNITY

a) **Weekly Indemnity Plan**

Weekly indemnity up to twenty-six (26) weeks' coverage commencing on the fourth (4th) day of accident or illness, will provide the following benefit:

i) One hundred percent (100%) of an employee's regular hourly or monthly rate of pay (less normal deductions for statutory and insured benefits, taxes, dues).

b) **Weekly Indemnity Benefit and Cost Formula**

i) The costs of the Weekly Indemnity Plan shall be offset by the Employer's insurance carrier covering sixty-six and two-thirds percent (66 2/3%) of the employee's gross regular weekly earnings. In addition, the sixty-six and two-thirds (66 2/3) percent Weekly Indemnity benefit will be topped off by the District to provide one hundred percent (100%) of normal take home pay.

ii) The regular pay shall be continued provided the employee follows the requirements of the Employer and/or the Insurance Carrier.

c) **Waiting Period and Benefit Eligibility**

i) The three (3) day waiting period prior to the commencement of Weekly Indemnity shall be paid at the employee's regular rate of pay.

ii) A doctor's certificate may be requested if an employee is absent for three (3) consecutive days.

iii) Parental leave is not benefit eligible.

d) Where disability benefits are payable under the Workers' Compensation Act, the employee shall have their Workers' Compensation Board benefit augmented by the District so as to provide one hundred percent (100%) of the employee's regular earnings. Such earnings will be subject to normal benefit and statutory deductions. This benefit shall be payable to a maximum of twenty-six (26) weeks, provided the employee makes election to the Employer in writing and authorizes the Employer to request the WCB to turn over such earnings to the Employer.

e) **General Principles**

i) Participation in the Weekly Indemnity Plan is mandatory.

ii) The premium cost for the Weekly Indemnity Plan shall be paid fifty percent (50%) by the Employer and fifty percent (50%) by the employee.

iii) Coverage for the foregoing will start on the date of completion of three (3) months continuous service, or when an employee becomes eligible to have their name entered on the seniority list.

iv) All benefits (weekly indemnity, medical, dental, bereavement, bank-time, flex days) begin at the end of probationary period, save only sick Leave.

v) Sick leave to be issued on a pro-rated basis (based on start date within the year) for all employees and eligible for use at start of employment (even during probation).

vi) The administration of the insured benefit plan will reside with the Employer.

vii) Part-time employees who work 20 hours or more per week will be enrolled in the District's weekly indemnity, medical and dental plan. This participation is mandatory for all eligible employees.

Part-time employees under 20 hours per week will receive the 14% in lieu of benefits.

f) **Health Leave/Weekly Indemnity**

The parties agree to address the concern over the escalating cost of health leave/Weekly Indemnity as follows:

i) The Employer will identify individual cases where there appears to be excessive use of health leave.

ii) The Employer will provide statistics to the local unit to substantiate the problem.

iii) No more than two (2) representatives of the Employer and no more than two (2) representatives of the local unit shall meet, in a Labour/Management meeting, to discuss the problem.

iv) The Union will intervene in direct discussion with the employee in an attempt to correct the problem.

g) **Health Leave**

i) There shall be up to twelve (12) sick days per year allowed to each employee. At the end of the calendar year each employee shall be paid out one-third (1/3) of their unused sick days (up to a maximum of four (4) days' pay out).

ii) The first day of the injury (day it happened at work (WCB)) codes to sick time but does not go against employees Sick Balance. Next day of missed work is WCB. CA Part 4 Div 1 134 (4) (5)

iii) Employees must include the following information on health leave requests: date, time, type of service (medical, dental), geographical location and for whom the appointment is for (immediate family).

Immediate family shall be defined as wife, husband, son, daughter, step-children, foster-child, sibling, grandchild, common-law spouse, partner, mother, father, step-parent or grandparent.

ARTICLE 18 LEAVE OF ABSENCE

a) **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.

b) **Union Conventions**

Leave of absence up to a maximum of twenty (20) 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 in writing will be given within three (3) days after such request has been made. One week's notice shall be given to the Employer, and such leaves are subject to the approval of

the Administrator and will not be unreasonably denied.

c) **Bereavement Leave**

i) In the event of the death of an employee's immediate or extended family**,** the Employer shall grant the employee a maximum of four (4) days absence with pay to be taken at a mutual agreed upon time. Additional leave of absence with pay for travel may be granted by the Chief Administrative Office.

Immediate Family shall be defined as wife, husband, son, daughter, step-children, foster-child, sibling, grandchild, common-law spouse, partner, mother, father, step-parent, grandparent.

Extended Family shall be defined as mother-in-law, father-in-law, sister-in-law, brother-in-law, common-law mother, common-law father, niece and nephew, aunt and uncle.

ii) If an absence for bereavement leave is considered by the Employer to be an abuse, then the matter may be brought forward to the Labour Management Committee to discuss the concerns.

d) **Leave for Union Officers**

Any employee who is elected or selected for a full-time position with the Union, or anybody with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without loss of seniority by the Employer for a period of one (1) year. Such leave shall be renewed each year during their term of office. They shall retain their former position, upon return, if a vacancy exists, or any other position if there is a vacancy and their seniority and qualifications permit. In any event, they shall have the right to exercise their seniority among seasonal or non-permanent positions.

e) **Maternity Leave, Parental and Adoption Leave**

Maternity leave is governed by Section 50 of the Employment Standards Act (BC). Section 50 is reproduced in Appendix “A”.

Parental and Adoption leave is governed by Section 51 of the Employment Standards Act (BC). Section 51 is reproduced in Appendix “A”.

i) Reinstatement

.i) An employee who resumes employment on the expiration of the leave of absence granted in accordance with Article 18 (e) shall be reinstated in all respects by the Employer in the position previously occupied by the employee, or in a comparable position, and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.

.ii) Where the Employer has suspended or discontinued operations during the leave of absence granted under Article 18(e) and has not resumed operations on the expiry of the leave of absence, the Employer shall, on resumption of operations and subject to

seniority provisions in this Collective Agreement, comply with Article 18 (e) (viii).

ii) Prohibition

.i) The Employer shall not:

1) terminate an employee, or

2) change a condition of employment of an employee without the employee's written consent because of an absence authorized under Article 18(e) or because of the employee's pregnancy, unless the employee has been absent for a period exceeding that permitted under Article 18(e).

.ii) The burden of proving that:

1) the termination of an employee, or

2) a change in a condition of employment of the employee without the employee's written consent is not because of an absence authorized by Article 18(e) or because of an employee's pregnancy, is on the Employer.

iii) All disputes under Article 18(e) will be subject to the normal Grievance Procedure.

Notwithstanding the above, all terms of this Article shall comply with the *Employment Standards Regulations of BC* and the *Employment Insurance Act*.

f) **General Leave**

The Employer may grant leave of absence without pay and without loss of seniority to a maximum of six (6) months to any employee requesting such leave for good and sufficient cause, such request to be in writing and submitted to the Employer.

g) **Jury Duty or Court Witness**

A regular full-time or regular part-time employee required to serve as a juror or obey a subpoena as a court witness shall be granted leave with pay to fulfill such obligation. The employee shall provide proof of such required service and shall pay to the Employer any fees received for such service.

ARTICLE 19 PAYMENT OF WAGES AND ALLOWANCES

a) **Vacation Pay**

Employees shall receive, upon request, on the last office day preceding commencement of their annual vacation, any cheque which may fall due during the period of their vacation.

b) **Pay During Temporary Transfers**

If an employee substitutes on any job during the absence of another employee, or performs duties of a higher classification, they shall receive the rate for the job, or their regular rate, whichever is the greater.

c) **Shift Differential**

i) The parties agree that the Employer will pay a shift differential of fifty cents ($.50) per hour to all employees, excluding Recreation Complex part-time employees.

ii) Shift differential shall be paid:

.i) when a shift starts prior to 5:30 a.m. or after 12:00 midnight in the Recreation Complex;

.ii) when a public works employees shift starts before 6:00 am or ends after 5:00 pm;

.iii) shift differential shall not apply to Standby or Call-out Pay.

d) **Saturday and Sunday Bonus**

All employees whose normal work week includes work on Saturday and/or Sunday shall receive one (1) hour's extra straight time pay for each Saturday and/or Sunday worked, excluding part-time employees at the Complex.

e) Dirty Work

"Dirty Work" shall mean:

i)	Waterworks and Sewer Department (when working in ditches or manholes where muddy conditions or sewage is present)	$2.00 per hour
ii)	Road patching and crack sealing employees	$2.00 per hour
iii)	Any other work where, in the opinion of the Employer, a premium for dirty work should be paid.	$2.00 per hour

f) **Car Allowance**

The employer shall provide a vehicle allowance for use of the employee's own vehicle as per the current District of Logan Lake Travel Expenses and Council Remuneration Bylaw.

g) Only employees appointed by posting to a RA I or RA II position, or employees filling shifts on an interim basis, shall be paid at that rate. Other employees required to work at the Recreation Centre shall be paid at their normal rate of pay.

h) Subject to Article 17(b)(ii) and 21(b) of the Collective Agreement, commencing on the First day of any Weekly Indemnity or WCB leave, employees shall be paid at their regular posted position rate. Such payments shall be made based on the regular hours of work in the department in which the employee is posted.

i) **Crew Leader Designation**

i) As required a Crew Leader shall be designated by the District of Logan Lake Director of Public Works and Recreation or the Chief Administrative Officer. This designation will be based on seniority as outlined in the Collective Agreement, qualifications and competency.

ii) Water Distribution II as recognized by the Environmental Operators Certification Program (EOCP) and the British Columbia Water and Wastewater Association (BCWWA).

iii) This requirement is in accordance with the Permit to Operate issued by Interior Health in regards to the District of Logan Lake community water distribution system. A person possessing the proper certification will operate or be readily available for consultation.

iv) The Crew Leader rate of pay will be as outlined in Schedule A.

j) **Mechanic Tool Allowance/Insurance**

i) The Mechanic is required to provide their own hand tools as a condition of employment.

ii) The Mechanic will be paid a bi-weekly tool allowance of sixty ($60.00) dollars.

iii) The Mechanic will be responsible for all tools. The District will not be responsible to replace any lost, misplaced or broken tools. Mechanic, at their discretion, may lock their tool chest after hours.

iv) The District will continue to buy specialty tools with the approval of the Director of Public Works and Recreation.

v) The Employer shall provide fire and theft insurance, for tools that are used in the workplace and are stored at the Public Works Shop, in the amount fifty thousand ($50,000) dollars.

ARTICLE 20 STANDBY

a) An employee who is required to be on standby at a time or times other than their regular working hours, shall be paid a premium for each day they are on standby, as follows:

i) Two (2) hours' pay at their regular rate of pay for each normal work day on which the employee was on standby and also worked their regular eight (8) hour shift.

ii) Two (2) hours' pay at their regular rate of pay for each day of rest or Statutory Holiday on which the employee was on standby.

iii) An employee on standby will be available to perform any necessary work which may arise during the period they are on standby. Should the standby employee determine that they alone ~~is~~ are unable to complete the necessary work by themselves, the employee shall call the Public Works Superintendent or Assistant Public Works

Superintendent should additional employees be required, and should the employee not be able to contact these supervisors, the employee may call out any necessary additional employees to assist them in completing the work. Should an employee, who is on standby, fail or refuse, without valid reasons, to respond to perform necessary work, they shall forfeit any standby pay for that period of standby in which the disputed work was to be performed.

iv) Members of the bargaining unit working in the Public Works Department will make themselves available on a mutually agreed rotating basis in order to respond to emergent or standby situations.

v) The mutually agreed rotation will be agreed to by the Union and the Employer.

vi) For the purpose of providing emergent response, employees on standby must reside within a ten (10) minute response time to the workplace.

vii) Every effort shall be made to utilize District employees for callout and emergency purposes; however, the Union recognizes the Employer's right to utilize the services of a bona fide contractor.

ARTICLE 21 TRANSFER AND NEW CLASSIFICATIONS

a) **Highest Paid Classification**

In the event of an employee being temporarily moved to a higher paid classification, the employee shall receive the higher rate provided for in such classification; such higher rate to be paid for the duration of such temporary transfer only.

b) **Lower Paid Classification**

In the event an employee is required to transfer temporarily to a lower classification, such employee shall suffer no reduction in wages until after thirty (30) working days, because of such transfer.

c) **New Classifications**

The Employer may institute new classifications in addition to those listed in Schedule "A". Should any new such classification be instituted, the Employer shall establish the rate for same and shall submit the classification and rate to the Union in writing and in addition, shall post the classification and rate in the manner required by Section 10(a). Within thirty (30) calendar days of such submission and posting, the Union may, if it deems necessary, request to meet with the Employer to review the classification and rate and, if mutual agreement cannot be reached, the difference may be referred to arbitration under the provisions of Article 11. Any change in rate resulting from discussion between the Employer and the Union, or following a reference to arbitration, shall be retroactive to the date the new classification was instituted by the Employer.

d) **Changed Classification**

If the Union claims that the duties of an existing classification have been changed to an extent sufficient to alter the classification and/or rate, the Union may request to meet with the Employer to review the classification and/or rate. If within thirty (30) calendar days of the submission of such request, which shall be in writing, mutual agreement cannot be reached, the difference may be referred to arbitration under the provisions of Article 11. Any change in rate resulting from discussion between the Employer and the Union, or following a reference to arbitration, shall be retroactive to the date the Union submitted its request to the Employer.

e) **Abandonment**

If the Union does not request to meet with the Employer to review the classification and rate within thirty (30) calendar days, as provided for in Section 21 (c), or if the Union does not refer the difference, if any, to arbitration within thirty (30) calendar days, as provided for in Section 21 (d), then the difference, if any, shall be deemed to be abandoned and all rights of recourse to arbitration shall be at an end.

f) **Extension of Time Limits**

The time limits referred to in this Article may be extended by mutual agreement of the Employer and the Union in writing.

ARTICLE 22 SUPPLEMENTATION OF COMPENSATION AWARD

An employee prevented from performing their regular work with the Employer on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the *Workers' Compensation Act*, shall receive from the Employer the difference between the amount payable by the Workers' Compensation Board and their regular base wage.

ARTICLE 23 BENEFITS

a) **Municipal Pension Plan**

All employees shall participate in the existing pension plan in accordance with the terms of the plan and in any future plan that may be entered into by mutual agreement by the parties hereto.

Except as otherwise provided in this Collective Agreement, the Employer, in addition to its own contribution on their behalf, shall deduct from the wages or salary of each part time employee meeting the requirements and electing to join the Plan, the contribution required of him under the provisions of the *Municipal Pensions Act*.

b) **Medical Services and Extended Health Benefits**

i) The Employer agrees to pay the full monthly premium of the MSP or other recognized medical plan.

ii) **Eligibility for Coverage**

Except in the case of an employee who is already covered by MSP or other recognized medical plan at the time they enter the employ of the Employer, employees shall not be eligible to participate in MSP or other recognized medical plan until they have acquired seniority. If, at the time of employment, an employee is eligible to transfer their membership in MSP or other recognized medical plan to the plan sponsored by the Employer, they may participate in such plan from the date of their employment.

iii) **Extended Health Benefits**

Each eligible employee shall be enrolled in the above plan at no cost to the employee, including:

Vision Care:

- one hundred (100%) percent reimbursement
- Eye exams performed by a licensed ophthalmologist or optometrist are covered up to a maximum of one hundred and twenty five ($125) dollars per person over 24 consecutive months.
- Adult - $500 / 24 consecutive months
- Qualified dependent children younger than 18 years of age - $500 / 12 consecutive months

Hearing Aids:

- maximum of one thousand five hundred ($1,500.00) dollars every fourth (4th) year per family member.

Lifetime Limit:

- one million ($1,000,000) dollars.

Orthotics:

- The combined maximum amount covered is four hundred ($400) dollars per calendar year for adults and dependent children age 19 or over; two hundred ($200) dollars per calendar year for adults and dependent children age under 19.

c) **Group Life Insurance and Accidental Death and Dismemberment**

Group Life Insurance and Accidental Death and Dismemberment for each eligible employee to twice annual earnings and double indemnity for Accidental Death and Dismemberment. The premium for the Group Life and Accidental Death and Dismemberment plan shall be shared equally by the Employer and the employee.

d) **Dental Plan**

A Dental Plan will be provided based on the following general principles:

i) Basic Dental Services (Plan "A") - Plan pays one hundred (100%) percent of approved schedule of fees.

ii) Prosthetics, Crowns and Bridges (Plan "B") - Plan pays seventy-five (75%) percent of approved schedule of fees up to a yearly maximum $5000.00.

iii) Orthodontics, (Plan "C") - Plan pays fifty (50%) percent of approved schedule of fees to a lifetime maximum of three thousand five hundred ($3,500.00) dollars per family member.

iv) Premium costs for the Dental Plan shall be paid by the Employer.

e) **Long Term Disability**

i) There shall be a Long Term Disability (LTD) plan for all eligible employees.

ii) The premiums for the LTD plan shall be one hundred (100%) percent paid by the employees.

f) **General Principles**

i) Participation in the aforementioned plans shall be mandatory.

ii) Life, Accidental Death and Dismemberment, Weekly Indemnity Plan, Long Term Disability, Extended Health and BC Medical Plan coverage commences on the date of completion of three (3) months continuous service, or when an employee becomes eligible to have their name entered on the seniority list.

iii) Dental coverage commences on the date of completion of six (6) months continuous service.

iv) Coverage during layoff will be provided as follows:

In the event of layoff, full coverage excluding Weekly Indemnity will be continued for a period of two (2) months from date of layoff. An employee may also have the option of continuing Life, Accidental Death and Dismemberment, Long Term Disability, Extended Health and BC Medical Plan and Dental coverage for an additional four (4) months by paying the full cost of these specific benefits, and making the necessary arrangements with the Payroll Department.

v) Coverage during leave of absence shall be provided as follows:

An employee on an approved leave of absence may continue Life and Accidental Death and Dismemberment coverage for up to one (1) year provided the full cost of premiums are paid to the Employer.

For purposes of Article 23 (e) (iv & v):

The option of having coverage for Group Life, AD&D and LTD shall only be taken as a package or not at all. Medical, Dental, and Extended Health may be taken individually. Coverage is to be paid for by the employee.

g) **Part Time Employees**

Part-time employees who work less than 20 hours per week shall receive fourteen (14%) percent of gross pay to cover every and all employee benefits and health and welfare entitlement. They will also receive in lieu

of vacation the rates outlined in Article 16(a). Should the part-time employee choose to participate in the Municipal Pension Plan, the percentage related to the Municipal Pension Plan costs will be deducted from the fourteen (14%) percent.

Part-time employees who work 20 hours or more per week shall be entitled to benefits and will be enrolled in the District's weekly indemnity, medical and dental plan. This participation is mandatory for all eligible employees. They shall also receive paid vacation on a pro rata basis following the entitlements outlined in Article 16(a).

h) Flex Time Program

i) Employees can participate in the Employee Flex Time Program as outlined in the Corporate Management Policies and copied below.

ii) Participation in the Employee Flex Time Program is voluntary and does not apply to Hours of Work under Article 13 or qualify any employee for Overtime under Article 14 of the Collective Agreement; and

iii) The Employee Flex Time Program is based on employees volunteering to work at regular time and bank that time to be used for the flex day off.

iv) When employees use a full day of sick leave or vacation, the extra flex-time added to each shift shall be taken from that entitlement, or banked overtime, at the employee's discretion.

Corporate Management Policy – Employee Flex Time Program

The District supports its employees by offering a volunteer Employee Flex Time Program as follows:

i) The Employee Flex Time Program (EFTP), will be available to management and CUPE employees (excluding the Tourism Manager, Parks and Recreation Centre employees and/or summer students), on a voluntary basis;

ii) There will be two EFTP schedules, as follows:

a) Office Employees – start January 1st to the last scheduled flex day off in December, excluding six (6) weeks during tax season (from the last full week in May to the end of the first (1st) week in July); and

b) Outside Employees – start the second (2nd) week of April to the last scheduled flex day off in September.

iii) Office employees will be required to sign up in December of each year for the following year and outside employees will be required to sign up in March of each year for the term from April to September as per the sign up sheet, attached as Appendix “1”.

iv) Employees may opt out of the EFTP by providing written notice to their supervisor and any banked flex time shall be taken as time off as approved by the employee’s supervisor.

v) The EFTP will consist of office employees working thirty (30) minutes prior to each regular shift and outside employees working thirty-four (34) minutes after each regular shift, for fourteen (14) regularly scheduled consecutive days with the 15th day taken as the flex day off.

vi) An EFTP schedule will be prepared annually for office and outside employees and flex days off can only be taken as per the schedule or when emergency staff scheduling is approved by the Chief Administrative Officer or during the annual Christmas office closure.

vii) Accrual of flex time hours worked must be tracked and approved weekly by the supervisor on the flex time bank forms, attached as Appendix "2".

viii) Office employees may bank an additional twenty-one (21) earned flex time hours and outside employees may bank an additional eight (8) earned flex time hours, that can only be used for flex time off (i.e. to top up unearned flex time for sick, vacation, statutory holidays, in town conferences or educational training days), or during the annual Christmas office closure.

viiii) If an employee is unable to work the required thirty (30) minutes prior to or after their regular shift (i.e. on sick, vacation, statutory holidays, or attending in town conferences or educational training), the employee can use any accumulated banked flex time; banked overtime; or vacation time for the scheduled flex day off.

x) If a flex day off falls on a statutory holiday or when an employee is at a conference or attending educational training, the flex day off will be taken on the next scheduled working day.

xi) If an employee is sick while on their scheduled flex day off, an employee must use flex time.

xii) Prior to taking the flex day off, employees must have signed approval from their supervisor.

xiii) At the end of each annual EFTP schedule outlined in 2 above, any remaining banked flex time shall be carried forward to the next year.

ARTICLE 24 GENERAL CONDITIONS

a) **Strike at Employer's Premises**

In the event any other employees of the Employer engage in a strike or refusal to work, and place or maintain pickets at the Employer's premises, then any refusal to work or failure to cross such picket line by members of this Union shall not be considered a violation of this Agreement. In consideration of the provisions of this section, the Union agrees to man those essential services which are necessary to protect the health of the citizens, namely: water, sewer, and to permit the garbage landfill operator to work during a strike. In addition to the foregoing, the Union will ensure

the coverage of those emergencies not spelled out.

b) **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.

c) **Instructional Courses**

i) The Employer agrees that training is desirable and that employees should have a fair opportunity to participate in such training. The Employer intends that training is provided as a means whereby employees can improve their qualifications. Training of employees should not be utilized to circumvent the seniority or promotion provisions in the collective agreement.

ii) The Employer agrees to pay the full cost of any course of instruction, and only such prior approval may be granted by Council for any employee to better qualify the employee to perform their job. Such payment shall be made upon successful completion of the course.

d) **Grant Workers**

Grant Workers will be considered "employees" insofar as the Employer is concerned. The rate of pay and benefits will be negotiated between the Employer and the Union. No student or grant worker will be employed while qualified regular employees are on layoff.

e) **Job Related Liability Protection**

i) Any regular employee, coming within the scope of the Canadian Union of Public Employees, Local No. 900, will be granted the services of a District solicitor without charge for the purpose of representing him, who as a result of any matter arising out of or in the course of their normal work duties and/or assignments, is personally involved in a legal or court action.

ii) Where a Court determines that an employee has been grossly negligent in the performance of their duties as the result of any legal action brought against an employee by virtue of their assigned duties and where the Employer has provided legal representation at the Employer's cost, the Employer reserves the right to recover such costs.

f) Wherever the word "shall" is used in this Agreement, it shall be considered mandatory.

g) All employees required to pay annual/bi-annual certification fees in order that they may qualify to perform the duties of their occupation as required by the District, will have such certification fees paid for by the Employer.

h) **Temporary Call Back**

Where an employee is called to work for a period of up to one (1) month they shall be paid fourteen (14%) percent of their wages in lieu of benefits.

i) **Safety Committee**

A Safety Committee shall be set up as required by the provisions of the Workers' Compensation Board. Meetings shall be held once each month during working hours.

j) **Boot Allowance**

All Public Works and Parks and Recreation employees shall receive up to a maximum of two hundred and fifty ($250.00) dollars per year. It is expected that all employees shall wear, at all times, the approved boots.

k) **Employee Wellness Program**

The Employee Wellness Program is to assist employees in attaining greater life balance by becoming more physically and socially active, and by providing support to employees dealing with personal situations.

The District will provide all employees with an annual stipend of up to three hundred ($300.00) dollars on submission of an approved receipt for payment, to be used for any wellness and or health-related activity including but not limited to: physical fitness, and cultural or social activities as approved by the Chief Administrator Officer.

l) **Safety Glass Inserts**

All Public works employees and Recreation Centre employees who wear prescription eyeglasses shall receive safety glass inserts if they so request up to a maximum of two hundred ($200.00) dollars per year.

ARTICLE 25 PRESENT CONDITIONS AND BENEFITS

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 26 SEVERANCE PAY

a) Subject to the conditions set out in Sections 26 (b) and 26 (f) inclusive, the Employer will provide severance pay equivalent to one (1) week's pay for each year of service to employees who are unable to continue in their jobs because of non-compensable injury or illness, mental or physical condition, or who become redundant due to the introduction of new methods, equipment or organization.

b) The Employer will endeavor to place an employee referred to in Section 26 (a) in other work consistent with their mental or physical condition or other qualifications and will endeavor to provide any necessary training or retraining. Except for the situation referred to in Section 26 (c), should the employee refuse to be placed in such other work or to undergo training, they shall not be entitled to severance pay.

c) Notwithstanding the provisions of Section 26 (b), an employee who becomes redundant due to the introduction of new methods, equipment, or organization, shall be entitled to severance pay if the only other work in which they can be placed or for which they can be trained falls within a lower rated classification than the job held by them at the time they became redundant.

d) To become eligible for severance pay an employee must have completed not less than ten (10) years of continuous service in the employ of the Employer.

e) The provisions of this Article do not apply to employees who are laid off due to shortage of work and not because of redundancy as defined in Section 26 (a).

f) The amount of severance pay to which an employee shall be entitled shall not exceed ten (10) weeks.

ARTICLE 27 TECHNOLOGICAL CHANGE

No regular employee shall be dismissed by the Employer because of mechanization or technological changes. An employee who is displaced from their job by virtue of technological change or improvements will suffer no reduction in normal earnings for a period of three (3) months and will be given the opportunity for retraining to fill other vacancies according to seniority.

ARTICLE 28 EMPLOYER OBLIGATIONS TO EMPLOYEES

In recognition of the Employer's right to contract out work and in recognition of the Employer's obligation to their employees, the parties agree as follows:

a) In the event the Employer wishes to examine the feasibility of contracting out work currently being done by bargaining unit employees then the following process will apply:

   i) The Employer will provide the Union with an estimate of the cost of doing the work "in house".

   ii) The Union may then provide the Employer with any suggestions on productivity improvements, cost or efficiency savings. In the event that the Union wishes to respond it will do so within ten (10) working days of receiving said cost estimate.

b) Those employees with ten (10) or more years seniority will not lose their employment as a result of contracting out.

c) The officers of the Local will provide a letter to the Council offering suggestions and incentives for doing work "in house" which is currently being contracted out.

d) As a result of employees being displaced by the contracting out of their jobs, the parties agree there may be a need and/or opportunity for

retraining and it is therefore desirable to develop a process of such retraining.

e) Employees who are displaced by the contracting out of their job and covered by number two (b) above, shall have the option of receiving severance pay at a rate of one (1) week's pay for each year of seniority to a maximum of ten (10) weeks upon severing their employee/employer relationship. The employee shall have up to three (3) months from the date of displacement to exercise their option. Severance pay will be paid at the rate of the job the employee was displaced from.

ARTICLE 29 TERM OF 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 2025 and up to and including, December 31, 2027, and thereafter from year to year unless either party to this Agreement gives notice to commence collective bargaining in accordance with the Labour Relations Code. During the period of collective bargaining, this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 16th day of March, 2026.

ON BEHALF OF:
DISTRICT OF LOGAN LAKE

Wade Archambault, Chief Administrative Officer

Laurel Grimm, Director of Corporate Affairs

Colin Forsyth, Director of Finance

Mel Bohmer, Director of Public Works

Robin Smith, Mayor

ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 900

Brendan Reid, Unit Chair (Logan Lake)

Ken Davis, Local 900 President

Brandon Braam, Bargaining Committee

Jacqui Martell, Bargaining Committee

SCHEDULE "A"

INSIDE CLASSIFICATIONS

	Jan 1, 2024	Jan 1, 2025 6%	Jan 1, 2026 4.0%	Jan 1, 2027 3.0%
Administration Department				
Administrative Office Coordinator	$37.63	$39.89	$41.49	$42.73
Receptionist / Cashier	$35.80	$37.95	$39.47	$40.65
Administrative Assistant	$35.80	$37.95	$39.47	$40.65
Finance Department				
Finance Technician	$40.65	$43.09	$44.81	$46.15
Payroll / Tax Clerk	$37.63	$39.89	$41.49	$42.73
Accounts Payable / Rec Clerk	$32.57	$34.52	$35.90	$36.98

SCHEDULE "A"

OUTSIDE CLASSIFICATIONS

PARKS AND RECREATION, PUBLIC WORKS AND SUMMER STUDENTS

	Jan 1, 2024	Jan 1, 2025 6%	Jan 1, 2026 4.00%	Jan 1, 2027 3.00%
Parks & Recreation Leadhand	$38.53	$40.84	$42.47	$43.74
Parks & Recreation Worker II	$35.89	$38.04	$39.56	$40.75
Parks & Recreation Worker I	$33.51	$35.52	$36.94	$38.05
Public Works				
Crew Leader	$43.81	$46.44	$48.30	$49.75
Mechanic	$41.95	$44.47	$46.25	$47.64
Utility Operator	$38.33	$40.63	$42.26	$43.53
Equipment Operator IV	$36.39	$38.57	$40.11	$41.31
Equipment Operator III	$35.76	$37.91	$39.43	$40.61
Municipal Waste Mgmt Collector	$35.76	$37.91	$39.43	$40.61
Equipment Operator II	$34.78	$36.87	$38.34	$39.49
Equipment Operator I	$33.51	$35.52	$36.94	$38.05

	Jan 1, 2024	Jan 1, 2025 6%	Jan 1, 2026 4.00%	Jan 1, 2027 3.00%
Summer Students				
Student - Lead	$23.00	$24.38	$25.36	$26.12
Student – Third Year	$22.00	$23.32	$24.25	$24.98
Student – Second Year	$21.00	$22.26	$23.15	$23.84
Student – First Year	$20.00	$21.20	$22.05	$22.71

EQUIPMENT CLASSIFICATIONS

Class I Equipment	Class V Drivers' License Pickups • Push Lawn Mowers • Weed Trimmers • Hand Tools • Quad • Light Duty Vehicles (no air brakes) • Riding Mowers	
Class II Equipment	Class V Drivers' License All Class I equipment plus: • Skid Steer (Toolcat) and all attachments	
Class III Equipment	Class V Drivers' License with Airbrakes endorsement, Class I and II equipment plus: • Dump Trucks • Garbage Truck	All
Class IV Equipment	Class V Drivers' License with Airbrakes endorsement, Class I, II, and III equipment plus: • Loader • Backhoe • Dump Truck with Snow Plows • Ford tractor and attachments • Hook Lift Bin Truck	All
Special Class	Class III Drivers' License with Airbrakes endorsement • Combination Flusher/Vacuum Truck	

The wage rate for Special Class equipment operation shall be Class IV Equipment Operator rate plus one ($1.00) dollar per hour.

Appendix "A"

Maternity Leave & Parental Leave Provisions

(Employment Standards Act)

Maternity leave

50 (1) A pregnant employee who requests leave under this subsection is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that begins

(a) no earlier than 13 weeks before the expected birth date, and

(b) no later than the actual birth date
and ends no later than 17 weeks after the leave begins.

(1.1) An employee who requests leave under this subsection after giving birth to a child is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the birth and ends no later than 17 weeks after that date.

(2) An employee who requests leave under this subsection after the termination of the employee's pregnancy is entitled to up to 6 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the termination of the pregnancy and ends no later than 6 weeks after that date.

(3) An employee who requests leave under this subsection is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, the employee is unable to return to work when the employee leave ends under subsection (1), (1.1) or (2).

(4) A request for leave must

(a) be given in writing to the employer,

(b) if the request is made during the pregnancy, be given to the employer at least 4 weeks before the day the employee proposes to begin leave, and

(c) if required by the employer, be accompanied by a medical practitioner's or nurse practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (3).

(5) If an employee on leave under subsection (1) or (1.1) proposes to return to work earlier than 6 weeks after giving birth to the child, the employer may require the employee to give the employer a medical practitioner's or nurse practitioner's certificate stating the employee is able to resume work.

Parental leave

51 (1) An employee who requests leave under paragraph (a), (b) or (d) of this subsection is entitled to,

(a) for a parent who takes leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 61 consecutive weeks of unpaid leave, which must begin, unless the employer and employee agree otherwise, immediately after the end of the leave taken under section 50,

(b) for a parent, other than an adopting parent, who does not take leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the birth of the child or children, and

(c) [Repealed 2011-25-327.]

(d) for an adopting parent, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the child or children are placed with the parent.

(2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, an employee who requests leave under this subsection is entitled to up to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).

(3) A request for leave must

(a) be given in writing to the employer,

(b) if the request is for leave under subsection (1) (a) or (b), be given to the employer at least 4 weeks before the employee proposes to begin leave, and

(c) if required by the employer, be accompanied by a medical practitioner's or nurse practitioner's certificate or other evidence of the employee's entitlement to leave.

(4) An employee's combined entitlement to leave under section 50 and this section is limited to 78 weeks plus any additional leave the employee is entitled to under section 50 (3) or subsection (2) of this section.