

COLLECTIVE AGREEMENT

BETWEEN

THE DISTRICT OF 100 MILE HOUSE

AND

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 959

FOR THE PERIOD

JANUARY 1, 2023 TO DECEMBER 31, 2025

INDEX

<u>CLAUSE</u>		<u>PAGE</u>
	Preamble	5
1	Definitions	5
	- Section A - Definitions	5
	- Probationary Period	6
	- Regular Employee	6
	- Part-Time Employee	6
	- Casual Employee	6
	- Student Employee	6
	- Community Services	6
	- Administration	6
2	Management of District	6
	- Section A - Management's Rights	6
3	Security	7
	- Section A - Union Membership	7
	- Section B - Check off Union Dues	8
4	Seniority	8
	- Section A - Seniority	8
5	Appointments, Promotions, Transfers, Discipline, Dismissals	8
	Union Notification	8
	- Section A - Vacancies and Postings	9
	- Section B - Promotions	9
6	Layoffs/Discipline/Dismissals	10
	- Section A - Layoffs	10
	- Section B - Loss of Seniority	10
	- Section C - Discipline/Dismissal	11
7	Hours of Work	11
	- Section A - Work Week	11
	- Section B - Rest Periods	11
8	Shift Premiums	12
	- Section A - Definition of Shifts	12
	- Section B - Shift Differentials	12
9	Overtime/Lack of Work/Call-outs	12
	- Section A - Overtime	12
	- Section B - Lack of Work	13

	- Section C - Call-outs	13
	- Section D - Banked Time	13
10	Rates of Pay	14
	- Section A - Pay Day	14
	- Section B - Substitution Pay	14
	- Section C - Relief Foreman Pay	14
	- Section D - EOCP Allowance	14
11	Vacations	14
	- Section A - Annual Vacations	14
12	Statutory Holidays	16
	- Section A - Statutory Holidays	16
13	Health and Welfare	16
	- Section A - Fringe Benefits	16
14	Leave of Absence	17
	- Section A - Personal Needs Leave	17
	-Section B - Bereavement Leave	18
	- Section C - Jury Duty	18
	- Section D - Union Leave	18
	- Section E - Family Responsibility Leave	18
15	Grievance Procedure	18
	- Section A - Grievances	18
16	Arbitration	20
	- Section A - Arbitration	20
17	Written Evaluations	20
	- Section A - Evaluations	20
18	Strikes/Lockouts	20
	- Section A - Strikes/Lockouts	20
19	Committees	21
	- Section A - Labor Management Negotiations	21
	- Section B - Liaison Committee	21
20	General	22
	- Section A - Unauthorized Soliciting	22
	- Section B - Personnel Files	22
	- Section C -Car Allowance/Protective Clothing/Tools/ Boots	22

21	Health and Safety	22
21	Duration of Agreement	23
	- Section A – Term	23
	Schedule “A” Community Services Pay Rates	24
	Schedule “B” Administration Pay Rates	25
	Letter of Understanding - Finance Clerk	26
	Letter of Intent	27

THIS AGREEMENT made this 2nd day of February 2023.

BETWEEN: **The District of 100 Mile House**
385 Birch Avenue, Box 340
100 Mile House, BC V0K 2E0

(hereinafter referred to as the "District")

AND: **The International Union of Operating Engineers**
Local 959
Box 4766
Williams Lake, BC V2G 2V8

(hereinafter referred to as the "Union")

Preamble

WHEREAS the Union has represented to the District that it is authorized on behalf of all Community Services and Administration employees of the District as bargaining agent in the matter of rates of pay and working conditions covering the employment of persons engaged by the District for the carrying out of various services provided by the said District;

AND WHEREAS the District recognizes the said Union as the only bargaining agency of the said employees except the following: Administrator, Director of Financial Administration, Director of Engineering and Community Services, Deputy Director of Financial Administration, Deputy Director of Corporate Administration, Fire Chief, Operations Supervisor-Transportation, Director of Economic Development and Deputy Fire Chief.

AND WHEREAS it is the desire of both parties of this Agreement to maintain the existing harmonious relationships between the District and the Union, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to collective bargaining, and to promote the morale, well-being and security of those employees included in the bargaining unit;

NOW THEREFORE this Agreement witness and the parties hereto agree with each other as follows:

Clause 1 Definitions

Section A – Definitions

That for the purpose of this Agreement and unless the context otherwise requires:

- (1) **"Probationary Period"** – all newly hired employees shall be considered to be on probation for a period of ninety (90) calendar days from the date of hiring. The employment of such employees may be terminated at any time during the probationary period without recourse to the grievance procedure for such termination. After satisfactory completion of the probationary period, seniority (as applicable) shall be effective from the date of hire. An

employee shall have no seniority during his probationary period. During probation, employees shall not be entitled to the benefits of Clause 13 of this Agreement.

- (2) "Regular Employee" – shall be defined as a person who has satisfactorily completed the probationary period of employment and who is employed on a full-time basis, twelve (12) months of the year. Regular employees shall be entitled to all fringe benefits of this Agreement.
- (3) "Part-time Employee" – shall be defined as a person who has satisfactorily completed the probationary period of employment and who may work less than a full weekly shift or who may work less than year-round, but is retained for more than just relief and seasonal work. Any part-time employee who successfully becomes a regular employee will not be required to complete a further probationary period.
- (4) "Casual Employee" – shall be defined as an employee employed on a day-to-day basis to a maximum of one hundred and twenty (120) calendar days. Casual employees are not entitled to Health and Welfare benefits of this Agreement. Any casual employee who wishes to become a part-time or regular employee must reapply for employment. In the event the employee is hired as a part-time or regular employee, his/her seniority shall begin at the date of his/her rehire. All time worked by casual employees who succeed in becoming part-time or regular employees shall be deemed to contribute to the required probationary period.
- (5) "Student Employee" – shall mean a full time day student in a recognized school or university, and hired under a student employment program. A student employee shall be one who at the date of hiring expects at that time to return to school or university and one who has been hired for a term of employment not to exceed a maximum of four (4) months and if after the period of four (4) months the student continues in the employ of the Municipality, the student employee shall be considered as a probationary employee of which thirty (30) consecutive days of the student's employment as a student employee shall be considered as part of his/her probationary period. Student employees shall only be entitled to the provisions of this Agreement relating to wage rates, hours of work, rest periods and those benefits to which they are entitled by virtue of Federal or Provincial Government Statutes.

(Pay rate as outlined in Community Services Pay Rates (Schedule A) and Administration Pay Rates (Schedule B).

- (6) Community Services – shall mean those employees as per Schedule A.
- (7) Administration – shall mean those employees as per Schedule B.

Clause 2 – Management of District

Section A – Management's Rights

- (1) The Union agrees that:
 - (a) It is the exclusive function of the District to manage its affairs, to manage its operations in all respects, to conduct its business efficiently, to fulfill its commitments and responsibilities, to maintain and enhance public reputation and confidence, and to direct its employees to achieve the District's objectives.

- (b) The District's rights include but are not limited to the right to hire and direct the work force, promote, demote, transfer, schedule, lay off employees and discipline, suspend and discharge employees for just and reasonable cause; the assignment of work and the determinations of job content; the determination of qualifications of an employee to perform work; the methods, processes and means of operations; the right to decide whether to operate it's operation or any parts thereof, the publication and enforcement of rules for the promotion of safety, efficiency and discipline and for the protection of the employees and the District's equipment, products and operation.
- (c) The District and Union agree to project a positive public image.
- (d) Nothing in this Agreement shall restrict the right of the District to temporarily transfer employees to a variety of jobs. All lateral permanent transfers must have the consent of the District, the Union and the affected employees.
- e) Work within the bargaining unit shall be performed by those persons coming within the bargaining unit who are members of the Union. Management personnel will not perform work of the bargaining unit except for emergencies, demonstrations and training, or to assist a member of the bargaining unit on a temporary basis, or during periods in which a bargaining unit vacancy exists and management is engaged in the recruiting process and no qualified bargaining unit member is available to be recalled from the recall list. All contracting out work will be in consultation with the Union.
- (f) The District has the right to contract out work as required. In the exercise of this right, however, the District will not contract work out that results in a regular employee being terminated, laid off or suffering a loss of wages. If there are any fully qualified regular employees on the recall list, normal bargaining unit work will be offered to them before that work is contracted out, subject to availability of equipment, and that the work constitutes a full shift.
- (g) The District will not contract work out due to the retirement of a regular employee in an existing position.
- (h) It is expressly understood that all rights not specifically covered by this Agreement shall remain the rights of the District.

Clause 3 – Security

Section A – Union Membership

- (1) Every employee who is now or hereinafter becomes a member of the Union, shall maintain his/her membership in the Union as a condition of his/her employment, and every new employee shall within fifteen (15) days of his/her employment become a member of the Union as a condition of continued employment with the provision that the Union will not deny any employee the right to join in accordance with the local bylaws and constitution of the International Union of Operating Engineers.
- (2) The Union will provide the District with Union membership cards.
- (3) Deductions will be made from the payroll each pay period and will be forwarded to the Financial Secretary of the Union by the District not later than the tenth (10th) day of the month following that for which the deductions have been made. A list of the names of all employees from whose wages the deductions have been made will be forwarded to the

Financial Secretary of the Union by the District, no later than the tenth (10th) day of the month following.

Section B - Check off Union Dues

- (1) The District agrees to the compulsory check-off of all Union dues and assessments as established by the Union in accordance with its Constitution and/or Bylaws as a condition of employment.

At the time of employment, the District 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 currently monthly Union Dues and assessments as established by the Union in accordance with its Constitution and/or By-Laws.

In accordance with Clause 3 - Union Security of this Agreement, the employee shall sign a Union Dues check off card in the following form:

"I" the undersigned, hereby authorize and request my employer

District of 100 Mile House, BC

To deduct from my salary the appropriate initiation fee, and bi-weekly, an amount equal to the current monthly dues and/or assessments as established from time to time by IUOE Local 959.

The money that is deducted is to be remitted by-weekly to the Financial Secretary of the IUOE Local 959, who will keep the management advised of the total amount of the above-mentioned deductions to the Union.

Dated this _____ day of _____, 20____

Signature of the Employee

Signature of the Witness

Clause 4 – Seniority

Section A – Seniority

- (1) The District shall maintain a seniority list showing the date upon which each regular and part-time employee's service commenced. Up-to-date lists shall be sent to the Financial Secretary of the Union, by the District and be posted in all departments in January of each year. (A Community Services List and an Administration List.)

Clause 5 – Appointments, Promotions, Transfers, Discipline, Dismissals

Union Notification

- (1) The Union shall be notified of all appointments, hiring, rehiring, lay-offs, retirement, terminations, resignations, letters of suspension, leave of absences and all letters of reprimand that affect all employees by email within five (5) business days.
- (2) The Union shall be notified of disciplinary action against an employee within five (5) days.

- (3) The Union shall be notified of technological changes which may reduce the workforce and a process is to be agreed upon to resolve conflicts resulting from technology.

Section A – Vacancies and Postings

- (1) The District will post all vacancies to all District workplaces stating a closing date for internal applications, along with an email copy to the Union of all job postings. After seven (7) calendar days if an internal applicant is not found, the District will publicly advertise said vacant position.
- (2) Notwithstanding anything to the contrary contained in this Agreement, it is mutually agreed that all employees are hired on probation. The probationary period of employment shall continue for a period of not more than ninety (90) calendar days, and during this time no seniority rights shall be recognized. Upon completion of the probationary period, regular and part-time employees shall then be entitled to seniority dating from the day on which the employee entered the service of the District for the most recent probationary period.
- (3) Posting will contain nature and location of position, qualifications and skills required, salary rates and hours of work, and the requirements for weekend work (if applicable).
- (4) The District shall notify in writing an employee selected for a position within thirty (30) days, unless extenuating circumstances arise after the job competition closing date.
- (5) No conditions or qualifications will be added to job requirements on postings without prior discussion with the Union.
- (6) Unsuccessful candidates who have more seniority than the individual appointed to a position will be advised of the reason(s) for not obtaining the position within seven (7) days of the appointment, a copy of which will be sent to the Union.
- (7) The Union will receive thirty (30) days' notice of a planned vacancy or change of status of any position due to organizational review. The District will advise the Union within a further 30 days of the decision reached.
- (8) If it is found necessary to engage the services of an employee in a class not provided for in this Agreement for the wages or classification, the matter shall be determined by the District and Liaison Committee of the Union. This clause shall not apply to casual employees who shall be paid not less than the basic rate of each classification.

Section B – Promotions

- (1) In making promotions, including promotions, transfers and demotions, as well as lay-offs, the required knowledge, ability, skills and efficiency of the employees concerned shall be the primary consideration and where two or more applicants are considered to have relatively equal qualifications for filling the position, seniority based on length of continuous service with the District shall be the determining factor.
- (2) The District shall give regular and part-time employees preference on all posted positions. In awarding positions, the job related qualifications of the employee shall be given first consideration and, if there is any choice to be made between two or more employees who have relatively equal qualifications, the employee having the greater seniority shall receive the preference.

- (3) Notwithstanding the provisions concerning lay-offs, any regular or part-time employee who is promoted will be on evaluation for a period of sixty (60) calendar days at 98% of appropriate rate. If during the evaluation period the regular or part-time employee does not prove satisfactory in the new position, or there is mutual agreement that the promotion or transfer should be reversed, the regular or part-time employee shall revert to his/her former position without loss of seniority or his/her regular salary at his/her previous position; however, upon mutual consent of the parties the evaluation period may be extended
- (4) In cases of promotions requiring higher qualifications or certification, the District shall give consideration to employees who do not possess the required formal qualifications but who are preparing for qualification or are willing to qualify prior to filling a vacancy. The District shall give such employees adequate training and ninety (90) days to qualify, with written evaluations bi-weekly, and an employee shall revert to his/her former position if he/she cannot meet the required qualifications. This time may be extended only at the option of the District.
- (5) The District agrees to contribute 100% of the cost of tuition and textbooks for courses of instruction required and approved by the District for any employee, which may improve his qualifications. Payment will be made prior to commencement of instruction on the understanding that should the employee fail to successfully complete the course(s); the monies will be recovered by the District through payroll deductions at a minimum of \$100 per pay. Should employment terminate for any reason prior to recovery of the full amount of the advance, the unrecovered balance shall be deducted from the employee's final pay.

Clause 6 – Layoffs/Discipline/Dismissals

Section A – Layoffs

- (1) In the event of lay-offs, such lay-off shall be initiated within the appropriate seniority list concerned, and the employee with the least seniority shall be the first laid off, provided, however, that those employees retained are qualified to do the work.
- (2) In the matter of rehiring following a lay-off, the person shall be rehired on the basis of the last laid off shall be the first rehired provided however, that those employees rehired are qualified to do the work, within the appropriate seniority list.
- (3) For the purpose of layoffs, bumping shall only occur within a seniority list and only if the employee bumping is qualified where required to do the work.

Section B – Loss of Seniority

- (1) An employee shall lose seniority in the event:
 - (a) He/she is discharged for just cause and is not reinstated.
 - (b) He/she resigns.
 - (c) He/she is absent from work in excess of three (3) working days without notifying the District unless such notice was not reasonably possible.
 - (d) After a lay-off, he/she fails to return to work within fourteen (14) calendar days, after being notified by registered mail to do so, unless through sickness or other reasonable cause. It shall be the responsibility of the employee to keep the District informed of any changes relating to his/her telephone and mailing address throughout the period of lay off.

- (2) After a lay-off of twelve (12) months an employee shall be struck off the seniority list.
- (3) If an employee is absent from work because of sickness, accident or leave of absence approved by the District, he shall not lose seniority rights until it is determined the employee will not be returning to work. The employee is to update his/her status with the District and these updates are to be done at least every 4 weeks, so that the District is regularly informed as to the employee's status. The District can request a medical confirmation of status.
- (4) An employee who loses seniority rights shall also lose job rights.

Section C – Discipline and Dismissal

- (1) The District shall not discipline an employee save and except for just and reasonable cause. Should the District discipline an employee for significant cause, the employee shall be so informed by letter. The letter shall state the reason(s) for the discipline. A copy of the letter shall be forwarded to the Union within five (5) working days.
- (2) Where a supervisor intends to meet with an employee for disciplinary purposes associated with significant cause, the supervisor will notify the employee in advance, of the purpose of the meeting, in order that the employee have the option of having his Union representative present.
- (3) An employee may be suspended or dismissed at the discretion of District management. Such employee and the Union shall be advised in writing of the reason for suspension or dismissal within five (5) working days.

Clause 7 Hours of Work

Section A – Work Week

- (1) Community Services
 - a) All regular employees will work a forty (40) hour week in five (5) consecutive days or a mutually agreeable equivalent. Days off shall be consecutive.
 - b) A part-time employee who works a forty (40) hour week in five consecutive days shall receive consecutive days off.
- (2) Administration
 - a) All regular employees will work a forty (40) hour week in five (5) consecutive days. Days off shall be consecutive.
 - b) A part-time employee who works a forty (40) hour week in five (5) consecutive days shall receive consecutive days off.

Section B – Rest Periods

- (1) All employees shall be allowed a fifteen (15) minute rest period approximately mid-way in each half shift to be taken at their assigned job site.

- (2) Lunch periods shall not exceed onehalf hour (1/2) for Community Services (Schedule A) and one half (1/2) hour for Administration (Schedule B).

Clause 8 – Shift Premiums

Section A – Definition of Shifts

- (1) Twenty-four (24) hours' notice for a change of shift shall be provided unless the employee is paid overtime for the time worked or the shift is extended before it ends.

Section B – Shift Differentials

- (1) No shift differential will be paid on shifts that start and finish between 6:00 AM and 7:00 PM.
- (2) For other shifts (those shifts that start before 6:00 AM or end after 7:00 PM), differentials shall be paid as follows:
 - a) one-dollar (\$1.00) per hour for all hours worked between 4:00 PM and midnight.
 - b) one-dollar (\$1.00) per hour for all hours worked between midnight and 8:00 AM.
 - c) A weekend day shift differential of one dollar and twenty-five cents (\$1.25) per hour shall apply to a "day shift" that occurs on Saturday or Sunday (overtime hours worked on a weekend by an employee who is not normally scheduled for those days do not qualify for this differential)
- (3) No overtime will be paid on any shift premium an employee receives.

Clause 9 – Overtime/Lack of Work/Call-outs

Section A – Overtime

- (1) Employees will be paid overtime provided the overtime is authorized by the Department Head.
- (2) All work, except Call-outs as per Section C, in excess of the employee's normal number of scheduled hours shall be considered overtime and shall be paid at the rate of time and one-half (1 ½) the regular rate of pay for the first three (3) hours and double (2) times the regular rate thereafter. Normal shift hours would typically be 8 hours for a Community Services employee (or 10 if on 4x10) and 8 hours for an Administration employee.
- (3) All work, except Call-outs as per Section C, performed on regular days off shall be paid at overtime rates of time and one-half (1 ½), for the first three (3) hours and double (2) times thereafter.
- (4) All work, except Call-outs as per Section C, performed on Statutory Holidays shall be paid for at time and one-half (1 ½) the regular rate of pay, plus the Statutory Holiday pay provided for in Clause 12 (a) (1).
- (5) The District shall provide employees with a hot meal up to a value of fifteen dollars (\$15.00) per person without having to tender a receipt when such employee is required to work overtime subject to the following conditions:

(a) If an employee works more than two (2) hours overtime in addition to his normal shift (8 hours or more), he will be entitled to a hot meal.

b) The one-half (1/2) hour meal break shall be unpaid time.

- (6) Overtime will be offered on an equitable basis to employees who are qualified to do the work, within the Utilities Department (water/sewer) and Community Services Department (roads/maintenance).

Overtime will be offered as per the posted callout list on a rotational basis.

Section B – Lack of Work

- (1) An employee who reports to work during his/her regular work schedule and finds no work available due to reasons beyond his/her control shall be entitled to two (2) hours of pay at straight time rates plus applicable shift differential. This shall apply unless the District gives reasonable notice canceling the regularly scheduled shift.
- (2) When an employee reports for work and starts work he/she shall receive a minimum of four (4) hour's pay at straight time rates plus applicable shift differential

Section C- Call-Outs

- (1) An employee who is called out to work after the completion of a regular scheduled shift, and who reports to work as requested, shall be compensated at time and one-half (1.5) the regular rate of pay for the first three (3) hours, and double (2) times thereafter, subject to a minimum pay of four (4) hours of straight time equivalent.
- (2) An employee who is called out again after reporting to work as requested and performing the required work is considered to be on the same call-out if a subsequent call-out is within four (4) hours of receiving the initial call.
- (3) An employee who is called out again after reporting to work as requested and performing the required work is considered to be on a new call-out if a subsequent call is made after four (4) hours of receiving the initial call.
- (4) Any Employee required to work a callout which continues until the start of the employees regularly scheduled shift with no eight (8) hour rest period, will be paid at double time (2) their applicable hourly rate until a eight (8) hour rest period is provided.

Section D – Banked Time

- (1) For overtime worked an employee may choose to be paid or may choose time off subject to the following conditions:
- (a) Payment of banked time shall be paid at the applicable rate when the overtime occurred.
- (b) Banked time must be taken off at a time mutually agreed upon between the employee and his/her immediate Supervisor.

- (c) An employee shall not be allowed to accumulate more than sixty (60) hours in banked time.

Clause 10 – Rates of Pay

Section A – Pay Day

- (1) Employee pay cheques shall be distributed every second Friday. Pay cheques will be calculated on a bi-weekly pay period, as per Pay Schedules “A and B” attached to and forming part of this Agreement.
- (2) Employee pay cheques shall be direct deposited into the employee’s bank at the request of the employee.

Section B – Substitution Pay

- (1) If an employee is directed by his/her supervisor to substitute in a position of higher classification they shall receive the rate of pay for that position provided they do the work of that classification for more than one (1) hour. In the event that an employee is directed by his/her supervisor to substitute in a position of a lower classification they shall receive their regular rate of pay. This clause shall not apply while training for a higher classification.

Section C – Relief Foreman Pay

- (1) “A Relief Foreman” shall be appointed.
- (2) “A Relief Foreman” shall receive two dollars and fifty (\$2.50) Cents per hour in addition to the regular rate of pay per Schedule “A”, only when performing the job position.

Section D – EOCP Water and Sewer Chief Operator Allowance

- (1) Any employee designated as the EOCP Water and Sewer Chief Operator shall receive a monthly allowance of fifty (\$50.00) dollars. In the event that the Water and Sewer Chief Operator is absence, substitution pay as outline in Clause 10, section (1) will be applicable.

Clause 11 – Vacations

Section A – Annual Vacations

Definitions:

- (1) Part-time, casual or student employees shall be paid 4% vacation pay, but will not be entitled to receive vacations days off.
- (2) Vacation Days-the number of days in the year a Regular employee is entitled to be away from work on vacation. For Community Services employees a day is considered to be 8 hours. For Administration employees a day is considered to be 8 hours. For employees who work other schedules, convert the “Vacation Days” into vacation hours. For example, 10 vacation days converts to 80 vacation hours

- (3) Employees with less than 2 weeks vacation Day entitlement must exercise their full entitlement to time off each year. Employees with 2 or more weeks of annual Vacation Day entitlement must take a minimum of 2 weeks off.
- (4) Vacation Pay - The amounts of pay a Regular employee is entitled to receive each year for vacation purposes. Vacation pay shall be paid out upon the first pay period following December 31 of each year, unless vacation is taken before that date, or at the time vacation is taken, at the employee's discretion.
 - a) Community Services employees - One (1) day vacation pay is the pay the regular employee would receive for 8 hours of work in his/her normal position (including those on 4 x 10 or other schedules
 - b) Administration employees - One (1) day vacation pay is the pay the regular employee would receive for 8 hours of work in his/her normal position
- (5) Calendar Year- January 1 to December 31. Entitlement to vacation days and vacation pay is based on Calendar Years.
- (6) Hiring Year- the year an employee begins employment. There is no Vacation Day entitlement in the Hiring year. If employment is terminated the employee is entitled to prorated Vacation Pay.
- (7) Vacation Entitlements
 - 1st calendar year after Hiring Year- 1 vacation day for each month worked in their Hiring year to a maximum of 10. Vacation pay to be prorated by the number of months worked in their Hiring year divided by 12.
 - 2nd Calendar Year- 10 Vacation Days, 10 Days Pay
 - 3rd Calendar Year- 15 Vacation Days, 15 Days Pay
 - 4th Calendar Year- 15 Vacation Days, 15 Days Pay
 - 5th Calendar Year- 20 Vacation Days, 20 Days Pay

For each calendar year thereafter, regular employees will be entitled to an additional Vacation Day and an additional Days Pay, up to a maximum of 30 days.

- (a) Regular employees will not accrue vacation pay entitlement while on weekly income benefit in excess of forty (40) working days per year or per incident or while on long term disability benefit or layoff. However, vacation day entitlement will continue to accrue during this period.
- (b) Vacation schedules shall be posted no later than March 1st of each year at which time regular employees shall designate their preference. Preference in choice of individual regular employee's vacation dates shall be determined as follows: beginning with the most senior employee, preference will be stated for one block of consecutive days off with no minimum. This process will continue by seniority until the most senior employee takes their second pick and so on until all vacations are booked. Vacation schedules are subject to the approval of the District. No changes shall be made in this schedule after April 1st except by mutual consent of regular employees, or by request of the District. All vacations chosen shall be taken or paid out in the current calendar year.

Clause 12 – Statutory Holidays

Section A – Statutory Holidays

- (1) Each regular employee shall be entitled to the following holidays at his/her base rate of pay.

New Year's Day, Family Day Good Friday, Easter Monday, Victoria Day, Canada Day, BC Day, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any other days proclaimed by the Federal, Provincial, or Municipal Governments.

An employee is entitled to a Statutory Holiday provided that the employee has been on the District payroll for at least thirty (30) calendar days preceding the Statutory Holiday, and has worked their last regularly scheduled work day before the Statutory Holiday, as well as their first regularly scheduled work day after the holiday, unless their absence is due to a compensable injury or illness, which occurred within six (6) months of the holiday, or the employee is on vacation or authorized leave of absence in accordance with Section 14. In the case of illness or injury, the District shall have the right to request a certificate from a qualified medical practitioner. An employee meeting the forgoing requirements must be given a day off with pay, or paid at a rate of one and one-half (1.5) times the regular rate of pay for all hours if worked, in addition to his/her regular pay. Statutory holiday Pay shall be deemed to be 8 hours for Community Services and 8 hours for Administration.

An employee who has been on payroll for at least thirty (30) calendar days, and who does not have a regular schedule of hours, and who has worked at least fifteen (15) of the last thirty (30) days before a Statutory Holiday is entitled to pro rata holiday pay.

At no time may a Statutory Holiday be exchanged for whatever reason.

- (2) If a Statutory Holiday (as per Clause 12 (A) (1) falls on an employee's scheduled day off the next day shall be considered their "Statutory Holiday".
- (3) The District shall annually post a Statutory Holidays rotating call list no later than March 1st of each year at which time employees shall designate their preference for water and sewer checks. Preference in choice of individual employee's selected dates shall be determined by qualifications and then seniority of service. No change shall be made in this schedule after April 1st, except by mutual consent of employees.

Clause 13 – Health and Welfare

Section A – Fringe Benefits

- (1) Regular employees are entitled to the following benefits, the premiums for which are to be paid entirely by the District:

- (a) Life insurance: The principal amount will be equal to two (2) times annual earnings to a maximum of \$200,000.00
 - (b) Accidental death and dismemberment: The principal amount will be to two (2) times annual earnings (maximum \$200,000.00).
 - (c) Weekly income benefits: Equal to seventy-five (75%) percent of weekly salary to a maximum amount as the current EI maximum for a period of twenty-six (26) weeks commencing upon the first day of absence due to disabling injury and commencing upon the fourth day of absence due to illness.
 - (d) Long term disability income: Equal to seventy-five (75%) percent of regular salary up to a maximum of \$3,000.00 per month payable in the event of total disability and commencing after 180 days of absence.
 - (e) Basic dental services as provided by Plan "A" with 100% coverage. Plan "B" – Restorative Care and Plan "C" – Orthodontia both to be provided on 50% - 50% coinsurance basis.
 - (f) Extended health care benefits and BC Medical Plan.
 - (g) Eyeglasses, up to \$400.00 per family member, every two years.
- (2) Part-time employees shall not be entitled to the fringe benefits of this agreement, but will receive one (\$1.00) Dollar per hour in addition to their normal rate of pay in lieu of benefits of Clause 13 of this agreement.

Clause 14 – Leave of Absence

All leaves of absence are unpaid except for those identified otherwise in this contract. Granting of unpaid leaves of absence is at the discretion of the Administrator upon the recommendation of the Department Head unless otherwise stated in this contract.

Section A –Personal Needs Leave (Effective January 1, 2004)

- (1) Paid personal needs leave shall be granted to all regular employees on the basis of one (1) personal needs day for every complete month of service, accumulative to a maximum of seventy two (72)hours per year for Community Services and seventy-two (72) hours per year for Administration workers, non-cumulative from year to year
- (2) If an employee goes on to Weekly Indemnity, an additional personal needs day will be granted within that year. This event can occur twice within a year, thereby providing the employee with up to 8 personal needs days in the event of extended sickness.
- (3) An employee will notify the Supervisor promptly in case of any personal needs leave and will also notify the Supervisor when he/she is able to return to work. Pay for personal needs leave will occur with the normal pay.
- (4) Personal needs leave bonus – 50% of the unused personal needs leave defined in Section A (1) above will be paid to each employee for their unused personal needs leave by the end of each calendar year.

Section B– Bereavement Leave

- (1) In the event of death in an employee's immediate family, the employee may be absent for a period not exceeding three (3) working days, increasing to five (5) days for outside of the Province or Vancouver Island.
An additional two (2) days may be taken if required and this time will be deducted from the employee's personal needs leave. Upon request, consideration will be given to using vacation days in conjunction with bereavement leave. Immediate family is defined as: wife, husband, common-law spouse, child, brother, sister, parent, grandparents, mother-in-law, father-in-law, son-in-law and daughter-in-law. Bereavement leave with pay, to a maximum of 3 days per occurrence, will be available to regular full-time employees only. Bereavement Leave shall not be available to employees on paid Leave of Absence, or to employees on unpaid leave in excess of 5 days.
- (2) Compensable hours under the terms of this section will be counted as hours worked for the purpose of qualifying for recognized paid Statutory Holidays but will not be counted as hours worked for the purposes of computing overtime.

Section C - Jury Duty

- (1) Any regular full-time employee who is required to perform Jury Duty or serve as a subpoenaed court witness on a day which they would normally have worked will be compensated by the District for their regular straight time hourly rate of pay for their regularly scheduled hours of work. It is understood that such compensation shall not be for hours in excess of the maximum hours of the employee's normal work schedule per day or forty (40) hours per week. The employee will be required to furnish proof of Jury Service and Jury Duty pay received and shall turn over to the District the money received for such duties. Leave for jury duty will be granted to any employee, however, only regular full-time employees will be reimbursed for lost wages.
- (2) Hours paid for Jury Duty will be counted as hours worked for the purpose of qualifying for recognized paid Statutory Holidays, but will not be counted as hours worked for the purposes of computing overtime.

Section D – Union Leave

- (1) Any member of the Union who is required to attend a Union Convention or perform any other function on behalf of the Union and its affiliation necessitating a leave of absence, shall upon application to the Administrator be granted unpaid leave of absence, provided such notice is received by the Administrator not less than five (5) days prior to commencement of the leave. Such leaves shall not be unreasonably withheld. Such periods of leave shall not exceed a total of ten (10) days in any one calendar year.

Section E Family Responsibility Leave

- (1) **Family Responsibility Leave:** An employee is entitled up to five (5) days of unpaid leave per employment year to meet responsibilities related to the care, health or education of any member of the employee's immediate family.

Immediate family means the spouse (including common-law), child, parent, guardian, sibling, grandchild or grandparent of an employee, and any person who lives with the employee as a member of the employee's family.

Clause 15 – Grievance Procedure

Section A – Grievances

- (1) In any differences arising between the parties bound by this Agreement concerning its interpretation, application, operation or alleged violation thereof, there shall be no stoppage of work because of such differences and an earnest effort shall be made to settle the matter promptly in the following manner:
 - (a) The aggrieved party and Shop Steward shall first discuss any grievance with the employee's immediate District Supervisor, within fourteen (14) working days of the incident.
 - (b) Should a settlement not be arrived at, then a written grievance shall be served by the party aggrieved to the Department Head and Shop Steward with five (5) working days from the date of Step (a) of the incident or incidents which gave rise to the grievance. The parties will meet with a view to resolving the issue. The Department Head will give written reply within five (5) working days.
 - (c) Should a settlement not be arrived at, the Union will within five (5) working days, submit the issue in writing to the Administrator. A District Grievance Committee and a Union Grievance Committee will meet with the employee, and any other persons involved, with a view to resolving the issue.
 - (d) If a satisfactory settlement is not reached in five (5) working days after the issue was submitted for settlement, the Union may, within fifteen (15) working days refer the issue to a Board of Arbitration as contained in Clause 16.
 - (e) An employee, or a group of employees who is required to work under unsafe conditions shall have the right to file a grievance. The employee or employees concerned shall have the right to refuse to work under the alleged conditions. This article shall not in any way absolve the District of its responsibility to ensure safe working conditions including W.C.B. Standards.
 - (f) Wherever a stipulated time is mentioned herein, the said time may be extended by mutual consent of the parties.
 - (g) Failure by the Union or the employee to comply with the time limits set down will deem the grievance abandoned, and all rights of recourse to the Grievance procedure shall be at an end.
 - (h) Failure by the District to comply with the time limits set down will deem the Union free to take the issue to arbitration.
 - (i) Union employees may have a Union representative present during an interview.
 - (j) The parties agree that the operation of Section 87 of the Labour Relations Code of British Columbia, is excluded from this Agreement.

Clause 16 – Arbitration

Step A – Arbitration

- (1) A Board of Arbitration shall be formed to hear the grievance. Either party shall notify the other in writing of the question or questions to be arbitrated, and the name and the address of its chosen representative on the Board of Arbitration. After receiving such notification and statement, the other party shall within five (5) days appoint its representative on the Arbitration Board and give notice in writing of such appointment to the other party. Such representatives shall try to select a third member who shall sit as Chairman. Should the representatives fail to select a third member of the Arbitration Board within five (5) days from the appointment of the last representative, either party may request the Minister of Labour of the Province of British Columbia to appoint a Chairman. The expenses and compensation of the representatives selected by the parties shall be borne by the respective parties. The expenses and compensation of the Chairman shall be shared equally between the parties.
- (2) The Board of Arbitration shall report its decision on the grievances as soon as possible after the appointment of the Chairman. The majority decision of the Board of Arbitration shall be final and binding on all persons bound by this Agreement.

No person may be appointed as Arbitrator who has been directly involved in attempts to negotiate or settle the grievance or dispute.

- (3) At arbitration, in respect of the discipline or dismissal of an employee, no material from an employee's file may be presented unless the material was brought forward to the employee's attention at least five (5) working days prior to the arbitration hearing. This clause is subject to the *Freedom of Information and Protection of Privacy Act* and any other pertinent legislation.

Clause 17 – Written Evaluations

Section A – Evaluations

- (1) New employees shall be given written evaluations of their work performance by the thirtieth, sixtieth, ninetieth and one hundred-eightieth day following their date of hire.

Clause 18 – Strikes/Lockouts

Section A – Strikes/Lockout

- (1) There shall be no strikes, withdrawal or interruption of services nor lockouts so long as this Agreement continues to operate.
- (2) All employees covered by this Agreement shall have the right to refuse to cross a legal picket line arising out of a dispute as defined in the Labour Code of British Columbia. Any employee failing to report for duty shall be considered to be absent without pay. Failure to cross a Union picket line encountered in carrying out the District's business shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

Clause 19 – Committees

Section A – Labour Management Negotiations

(1) **Negotiating Committee**

A Negotiating Committee shall be appointed and consist of not more than two (2) members who are in the employ of the District and not more than two (2) members of the Union as appointees of the Union. The Union shall advise the District of the Union nominees to the Committee.

(2) **Meeting of the Negotiating Committee**

If either party wishes to call a meeting of the Committee: the meeting shall be held at a time and place fixed by mutual agreement.

(3) **Function of the Negotiation Committee**

The Negotiation Committee shall meet to discuss the renewal of the collective agreement or any other matters, which may be referred to under the terms of this agreement.

(4) **Time off for Meetings**

Any representatives of the Union on this Negotiating Committee, who are in the employ of the District, shall have the privilege of attending meetings of the Committee held within working hours without loss of re-numeration. This attendance shall not disrupt the normal operation of the District and the employee shall be paid only when attending negotiating sessions between the District and the Union.

Section B – Liaison Committee

(1) The Union and the District recognize the mutual benefits of ongoing consultations and open communications. Without limiting the opportunities for employees and the District to utilize other avenues for communications the parties agree to hold Labor/Management meetings at least quarterly or more often as is necessary.

(2) A Liaison Committee consisting of three (3) authorized representatives of the Union, one of which must be a Union Executive and three (3) authorized representatives of the District shall be formed. The number of representatives may be increased by mutual consent.

(3) These meetings are intended to be an open forum wherein matters of mutual concern and interest can be freely and candidly discussed, with a view to exploring possible solutions, which are acceptable and beneficial to the Union and Management.

(4) Any changes to this agreement deemed necessary by either party, may be made by mutual agreement at any time during its term. All changes shall be in the form of a Letter of Understanding.

(5) All proposed new or revised Job Descriptions will be brought forward to Liaison committee. The District will provide the Union with a copy of all mutually agreed job descriptions.

Clause 20 – General

Section A – Unauthorized Soliciting

- (1) There shall be no unauthorized soliciting by any member or members of the Union to any member or members of the District Council in respect to any matter covered by this Agreement. Violation of this clause may lead to summary dismissal. Meeting with the District representative may be requested by the Union and these meetings will not be unreasonably withheld.
- (2) There shall be no unauthorized soliciting by any member or members of the District Council to any Union member in respect to any matter covered by this Agreement.

Section B -Personnel Files

- (1) The District file of an employee will be the only file relied upon by the District. The District agrees that only material verified by due process, including formal evaluation reports relevant to the employment of the employee, shall be maintained in the District file.
- (2) Employees may attach a rebuttal to any information in their file. Where material critical of the employee is placed in the file. The employee may request to have the material removed five (5) years after the filing, provided that no further material of that nature has been subsequently filed. Such requests will not be unreasonably denied.

Section C – Car Allowance/Protective Clothing/Tools/Boots

- (1) When an employee is required to supply his/her own transportation other than to and from work, a vehicle allowance shall be calculated as per the current District Policy. All vehicle allowances shall be subject to prior approval. If vehicles are to be used for longer durations the employee may be requested to acquire additional insurance at his/her cost.
- (2) The District shall maintain two (2) suits of rubber clothing in the Works Department Shop for the use of the Works Department personnel engaged in abnormally wet working conditions. The District also agrees to supply three (3) pairs of coveralls per year free of charge to each employee.
- (3) The District shall provide work gloves up to four (4) pairs per year for each employee.
- (4) The District shall pay an annual tool allowance of five hundred (\$500.00) for the position of Mechanic, and three hundred (\$300.00) for the position of General Maintenance. The employee shall supply new tools or replace at his/her expense any stolen, broken or worn out tools used on the job by such employee.
- (5) If it is deemed necessary for an employee to wear safety boots on the job, the District will reimburse the employee up to a maximum of two hundred and fifty (\$250.00) per calendar year, effective January 1, 2024. Calendar year is January to December.

Clause 21- Health and Safety

- a) Unsafe Working Conditions: Workers have the right to refuse unsafe work as set out in Work Safe BC. No employee shall be disciplined for refusal to work on an assignment which has unsafe working conditions or with unsafe equipment that does not meet the

standards established pursuant to Work Safe BC. An inspection shall be carried out by a representative of the District and the Union to determine the validity of the complaint. In the event that the matter cannot be resolved, work shall cease on that assignment or equipment until Work Safe BC can investigate.

Work Alone Procedures and confined space training will be implemented by the Employer as required by Worksafe BC .

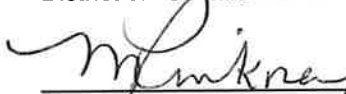
Clause 22 – Duration of Agreement

Section A – Term

- (1) This Agreement shall remain in effect from January 1, 2023 through the period ending December 31, 2025
- (2) Either party may, within a period of four (4) months prior to December 31, 2025, give notice of intent to commence negotiations.
- (3) In the event that the parties are unable by the expiry date of this Agreement to conclude a Collective Agreement for the subsequent period, the parties agree that the terms and conditions of employment provided for in this Agreement will continue to apply during bargaining without prejudice to the rights of either party to action permitted by Chapter 5 of the Labor Relations Code and without prejudice to the provisions of this Agreement.
- (4) The parties of this Agreement, agree that Sections 50 (2) and 50 (3), "Agreement for less than one year" of the **Labor Relations Code of British Columbia** is hereby excluded.
- (5) In the event that there is a conflict between the contents of this Agreement and regulations or policies made by the District, this Agreement shall take precedence over the said regulation or policy.

Signed, Sealed and Delivered
on Behalf of the:

District of 100 Mile House






Roy Scott
Administrator



Tammy Boulanger
Director Finance


International Union of Operating
Engineers, Local 959



Susan Sim
President for IUOE Local 959



Colin Kennedy - IUOE Local 959



Barry Todd - IUOE Local 959



Joey Rislund - IUOE Local 959

Community Services Pay Rates
(Schedule A)

Classification	01-Jan	01-Jan	01-Jan	
as of	2023	2024	2025	
Jan. 1, 2023	Rate	Rate	Rate	
Labourer I	25.79	26.05	27.09	
Utility I	28.53	28.82	29.97	
Utility II	30.82	31.13	32.38	
Gardener	30.82	31.13	32.38	
General Maintenance	31.73	32.05	33.33	
Utility III	32.69	33.02	34.34	
Water/Sewer I Base Rate	28.53	28.82	29.97	
Water/Sewer II	39.74	41.15	42.80	
Building Inspector Base Rate	31.73	32.05	33.33	
Mechanic	37.50	38.89	41.49	
Student *	17.65	17.65	17.65	

*Community Services Pay rates – Schedule A – Student – The base rate for Student Employees will reflect the current minimum wage level in British Columbia effective December 31, 2022, plus two (\$2.00) dollars per hour. In the event that the minimum wage increases this will become the new base rate plus two (\$2.00) dollars per hour.

LABOUR MARKET ADJUSTMENT

Effective January 1, 2023, all tradespersons hired into a Certified Journeyman mechanic and EOC certified employees hired into Water/Sewer II positions, will be eligible for increases as itemized below, on top of their current salary grid.

Labour Market Adjustment of \$1.00 per hour will be paid to employees in the position of Water/Sewer II positions for 2023 and 2024.

Labour Market Adjustment of \$1.00 per hour will be paid employee(s) in the position of Mechanic in 2023, 2024 and 2025.

Wage increases retroactive until January 1, 2023, shall be paid as follow:

Year one – There will be a general wage increase to all classifications (except the student wages) of five (5) per cent retroactive to January 1, 2023.

Year two - There will be a general wage increase to all classifications (except the student wages) of one (1%) per cent plus a one-time lump sum payment of one thousand and five hundred dollars (1,500.00). This amount will be payable on the first pay period of the 2024 calendar year.

Year three – There will be a general wage increase to all classifications (except the student wages) of four (4 %) per cent.

Administration Pay Rates
(Schedule B)

Administration Pool	01-Jan 2023	01-Jan 2024	01-Jan 2025
Schedule B	Rate	Rate	Rate
Student *	17.65	17.65	17.65
Office Assistant	22.97	23.20	24.13
Community Service/Fire Dept. Asst.	24.12	24.36	25.33
Finance Clerk Step 1 (See Letter of Understanding Attached)	27.62	27.90	29.02
Finance Clerk Step 2	28.77	29.06	30.22
Finance Clerk Step 3	29.93	30.23	31.44

ADMINISTRATION EMPLOYEE CLASSIFICATION AS OF JAN. 1, 2023

Office Assistant
Community Service/Fire Dept Assistant
Finance Clerk Step 1
Finance Clerk Step 2
Finance Clerk Step 3

Administrative Pay rates – Schedule A – Student – The base rate for Student Employees will reflect the current minimum wage level in British Columbia effective Dec. 31, 2022 plus two (2) dollars per hour. In the event that the minimum wage increases, this will become the new base rate plus two (\$2.00) dollars per hour.

Wage increases retroactive until January 1, 2023 shall be paid as follow:

Year one – There will be a general wage increase to all classifications (except the student wages) of five (5) per cent retroactive to January 1, 2023.

Year two - There will be a general wage increase to all classifications (except the student wages) of one (1%) per cent plus a one-time lump sum payment of one thousand and five hundred dollars (1,500.00). This amount will be payable on the first pay period of the 2024 calendar year.

Year three – There will be a general wage increase to all classifications (except the student wages) of four (4 %) per cent.

Letter of Understanding

Between: The District of 100 Mile House
And: The International Union of Operating Engineers Local 959
Re: Finance Clerk Reclassification and Progressive Wage Scale

The District of 100 Mile House (the "District") and the International Union of Operating Engineers, Local 959 (the "Union") agree as follows:
Effective January 1, 2020, the classifications of Accounting Clerk I and II will be replaced by the classification of Finance Clerk.

The District will produce a proposed job description for this new classification and will forward it to the Union for review. If the parties do not agree on the content of the job description it will be submitted to the Liaison Committee which will have the authority to determine the content of the job description.

Financial Clerks will progress through 3 pay rates as they complete required training.

Finance Clerk Rates effective January 1, 2022

Step 1 \$26.30
Step 2 \$27.40
Step 3 \$28.50

The position of Office Assistant is an entry level position and Office Assistants will receive Step 1 Duties training from the Director of Finance. Once an Office Assistant completes Step 1 Duties training, they will be promoted to a Financial Clerk and will be paid the Financial Clerk Step 1 pay rate.

Step 1 Duties

- Administration/Cashier
- Business Licence
- Fleet Reporting
- Accounts Receivable
- Fire Date Management
- Building/Sign Permits
- Utilities
- Cemetery

Financial Clerks being paid at the Step 1 rate will receive Step 2 training from the Director of Finance. Once a Financial Clerk completes Step 2 training, they will be paid the Financial Clerk Step 2 pay rate.

Step 2 Duties

- Accounts Payable
- Property Taxes

Financial Clerks being paid at the Step 2 rate must work for one calendar year in payroll before moving to Step 3 of the wage scale.

The District will pay the total cost of all courses/training required for members to complete the Finance Clerk duties in Step 1 through 3, as per the District's Staff and Training Development Policy.

LETTER OF INTENT

Dated this 11 day of June 2010.

In mutual recognition of the District's need for a diversely-skilled workforce in the Community Services and Administration Departments, the District of 100 Mile House and the International Union of Operating Engineers, Local 959, agree as follows:

- a) The parties will, through the Liaison Committee, discuss the District's skill requirements with the intent of replacing the current job descriptions with a system that more accurately reflects the operational requirements of the workplace.
- b) That the parties will, through the Liaison Committee, work towards a step system of pay rates that will replace the existing probation rate percentage system.
- c) That any changes made to job descriptions or classifications shall be without prejudice to anyone currently in the employ of the District.

Signed: on June 11, 2010 by J. Best, G. MacLeod, R. Scott, T. Hay, P. Strain and J. Molnar