

**2020 – 2022**

COLLECTIVE AGREEMENT

between

**BOWEN ISLAND MUNICIPALITY**

and the

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1004**

2020 – 2022

COLLECTIVE AGREEMENT  
between  
BOWEN ISLAND MUNICIPALITY  
and the  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1004

TABLE OF CONTENTS

PREAMBLE.....	7
ARTICLE 1 – TERM OF AGREEMENT.....	7
1.1 Term.....	7
ARTICLE 2 – UNION RECOGNITION .....	8
2.1 Union Membership.....	8
2.2 Bargaining Unit.....	8
ARTICLE 3 – MANAGEMENT RIGHTS .....	9
ARTICLE 4 – EMPLOYEE DEFINITIONS .....	9
ARTICLE 5 – RATES OF PAY, CLASSIFICATIONS, AND PREMIUMS.....	9
5.1 Rates of Pay.....	9
5.2 Pay Period .....	9
5.3 Classifications.....	9
5.4 Travel.....	10
5.5 Safety Boot Allowance .....	11
5.6 Dirty Pay.....	11
5.7 Acting Pay.....	11
ARTICLE 6 – HOURS OF WORK.....	11
6.1 Standard Hours .....	11
6.2 Breaks and Rest Periods.....	11
6.3 Daily Guarantee .....	12
ARTICLE 7 – OVERTIME, COMPENSATING TIME OFF, STANDBY, AND CALLOUT.....	12
7.1 Overtime .....	12
7.2 Compensating Time Off .....	13
7.3 Standby .....	14

7.4	Callout .....	14
ARTICLE 8 – BENEFITS.....		15
8.1	Extended Group Health and Dental Plans.....	15
8.2	Group Life Insurance.....	16
8.3	Sick Leave .....	16
8.4	Short-Term and Long-Term Disability Coverage .....	16
8.5	Workers’ Compensation .....	17
8.6	Pension.....	17
8.7	Regular Part-Time and Temporary Full-Time Percentage in Lieu .....	17
ARTICLE 9 – VACATION .....		17
9.1	Annual Entitlement .....	17
9.2	Holiday Closure .....	19
ARTICLE 10 – STATUTORY HOLIDAYS .....		19
10.1	Statutory Holiday Entitlement .....	19
ARTICLE 11 – LEAVES OF ABSENCE.....		19
11.1	Union Officials.....	19
11.2	Bereavement Leave .....	20
11.3	Court Appearance and Jury Duty.....	21
11.4	Maternity and Parental Leave.....	21
ARTICLE 12 – GRIEVANCE PROCEDURE AND ARBITRATION .....		24
ARTICLE 13 – POSTING AND FILLING VACANCIES.....		25
13.1	Postings.....	25
13.2	Filling Vacancies .....	26
ARTICLE 14 – PROBATION AND TRIAL PERIODS.....		26
14.1	Probationary Period .....	26
14.2	Trial Period.....	27
ARTICLE 15 – SENIORITY, LAYOFF, AND RECALL.....		27
15.1	Seniority .....	27
15.2	Loss of Seniority .....	28
15.3	Layoff.....	28
ARTICLE 16 – UNION REPRESENTATION.....		30
16.1	Personnel File.....	30

16.2	Disciplinary Action.....	30
16.3	Union Orientation .....	30
	ARTICLE 17 – LABOUR MANAGEMENT COMMITTEE.....	30
	ARTICLE 18 – TECHNOLOGICAL CHANGE .....	31
	ARTICLE 19 – STUDENT GRANT EMPLOYMENT.....	31
	ARTICLE 20 – DISCRIMINATION FREE WORKPLACE.....	31
	SCHEDULE “A” .....	33
	SCHEDULE “B” .....	35

This agreement made and entered into

BETWEEN:

**BOWEN ISLAND MUNICIPALITY**  
(hereinafter called the "Employer")

AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1004**  
(hereinafter called the "Union")

#### **PREAMBLE**

The purpose of this Agreement is to set out the terms and conditions of employment between Bowen Island Municipality (the "Employer") and the employees certified by the Canadian Union of Public Employees, Local 1004 (the "Union").

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

- (a) to develop, maintain, and improve harmonious relations between the Employer and the Union;
- (b) to recognize the value of joint discussion and negotiation;
- (c) to encourage efficiency in operations and quality of output; and
- (d) to promote the morale, well-being and security of employees in the bargaining unit.

The Employer, the Union and the employees hereby agree to cooperate fully, individually and collectively, for the advancement of these conditions.

#### **ARTICLE 1 – TERM OF AGREEMENT**

##### **1.1 Term**

This Agreement shall be for a term of three (3) years from January 1, 2020 to December 31, 2022, both dates inclusive. Should either party hereto at any time within four (4) months immediately preceding the date of expiry of this Agreement by written notice require the other party hereto to commence collective bargaining, or should the parties be deemed to have given notice pursuant to the Labour Relations Code, this Agreement shall continue in full force and effect, and neither party shall make any change or alter the terms of this Agreement until the earliest of the following:

- (a) The Union can lawfully strike in accordance with the provisions of the Labour Relations Code; or

- (b) The Employer can lawfully lock out in accordance with the provisions of the Labour Relations Code; or
- (c) The parties have concluded a renewal or revision of this Agreement or have entered into a new Collective Agreement.

The parties agree to the exclusion of Section 50 (2) and (3) of the Labour Relations Code of British Columbia.

## **ARTICLE 2 – UNION RECOGNITION**

### **2.1 Union Membership**

- (a) All present employees covered by this Agreement shall remain members of the Union as a condition of employment and all future bargaining unit employees of the Employer shall immediately upon employment become and remain members of the Union as a condition of employment, provided that no employee shall be deprived of employment due to loss of Union membership unless the reason for loss of Union membership is the failure to pay Union dues and assessments that all other members are required to pay.
- (b) Provided that each employee has signed a form, provided by the Employer to each new employee, the Employer will, during the life of this Agreement, deduct from the pay of all employees covered by the bargaining unit, such dues and assessments that are levied against all bargaining unit members and as are authorized by regular and proper vote of the membership of the Union, and will transmit the total of the amount so deducted to the Secretary-Treasurer of the Union by the 10<sup>th</sup> day of the month following, along with a list of the employees in respect of whom such deductions have been made.
- (c) The form stipulated in Section 2.1(b) shall be provided to the Employer by the Union and shall be substantially the form as provided for in Section 16(2) of the Labour Relations Code.

### **2.2 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees, Local 1004 as the exclusive bargaining agent for all employees as certified by the British Columbia Labour Relations Board in conformity with the laws of British Columbia.

### **2.3 Work of the Bargaining Unit**

Employees whose jobs are not in the bargaining unit shall not work on any jobs that are included in the bargaining unit, except for the purposes of instruction or in exceptional circumstances.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

The management and control of the Employer's business and the direction and control of the Employer's workforce are vested exclusively in the Employer, subject only to the limitations imposed on the Employer by the provisions of this Agreement, provided such direction is not arbitrary, discriminatory, or exercised in bad faith.

### **ARTICLE 4 – EMPLOYEE DEFINITIONS**

A Regular Full-Time Employee is an employee who is employed on a full-time basis for a minimum of thirty-five (35) or such other number of weekly hours as is recognized in this Agreement as normal for a particular class of positions, for an indefinite period of time.

A Temporary Full-Time Employee is an employee who is employed on a full-time basis for a definite and limited period of time (which may be extended or cut short by circumstances which could not be foreseen at the time of hiring).

A Regular Part-Time Employee is an employee who is scheduled to work less than full-time, for an indefinite period of time.

A Casual Employee is any other employee.

### **ARTICLE 5 – RATES OF PAY, CLASSIFICATIONS, AND PREMIUMS**

#### **5.1 Rates of Pay**

The rates of pay for each classification shall be as set out in the Schedule "A" attached to and forming a part of this Agreement.

#### **5.2 Pay Period**

Payment of wages will be on a biweekly basis.

#### **5.3 Classifications**

##### **(a) Class Specifications**

The Employer shall prepare and maintain class specifications describing the duties, responsibilities and requirements of all positions covered by this Agreement and shall provide the Union with copies of same.

(b) Changes in Classification

Where, during the term of this Agreement, the Union or incumbent employee believe that

- (1) a position has been allocated to an inappropriate class; or
- (2) an existing position has been inappropriately reclassified; or
- (3) a new position has been inappropriately classified

such matter shall be the subject of discussions between the parties, and failing agreement within sixty (60) calendar days, the Union may resolve any dispute relating to classification by referring the matter to step 3 of the Grievance Procedure.

(c) Changes in Valuation

Where, during the term of this Agreement

- (1) the Union believes that a class is incorrectly valued; or
- (2) the Employer revalues an existing class or values a new class covered by this Agreement

such matter shall be the subject of discussions between the parties, and failing agreement within sixty (60) calendar days the Union may resolve the dispute related to valuation by referring the matter to step 3 of the Grievance Procedure. Such grievance shall be on the basis of comparison to rates of pay for other positions contained in Schedule "A" of this Agreement.

(d) Effective Dates

Any change in rate of pay for an employee as a result of a reclassification shall be retroactive to the date the position was filled (in the case of new positions), to the date the description of changed duties was received by the Employer, or to any other date mutually agreed to by the parties.

#### 5.4 Travel

An employee required by the Employer to travel will be reimbursed for travel expenses as per the Employer's travel expense policy.



## **5.5 Safety Boot Allowance**

Regular Full-Time Employees and Regular Part-Time Employees who are required to wear safety boots in accordance with WorkSafeBC regulations shall be reimbursed up to one hundred and twenty dollars (\$120.00) per year for work boots or up to two hundred and forty dollars (\$240.00) every two (2) years, on proof of purchase.

## **5.6 Dirty Pay**

A premium of one dollar (\$1.00) per hour shall be paid to employees for time spent in direct contact with live sewage.

## **5.7 Acting Pay**

An employee who is paid hourly and who is placed temporarily in a higher rated position than the employee's regular position, shall be paid the higher rate of pay whilst so employed in the higher rated position. An employee who is placed temporarily in a lower rated position than the employee's regular position shall be paid at the employee's regular rate of pay.

# **ARTICLE 6 – HOURS OF WORK**

## **6.1 Standard Hours**

- (a) Subject to Article 6.1(b), the standard hours of work for Regular Full-Time and Temporary Full-Time Employees shall consist of five (5) consecutive days from Monday to Friday with two (2) consecutive days of rest on Saturday and Sunday, and shall be seven (7) hours per day between the hours of 7:00 a.m. and 5:00 p.m.
- (b) Where the nature of the work requires daily hours of work other than the standard hours set out in Article 6.1 (a) above, the hours of work shall be as expressed in Schedule "B."
- (c) Except in the case of emergencies, the Employer shall provide a minimum of twenty-four (24) hours' notice of a temporary change (not to exceed two (2) weeks) in an employee's daily working hours or work week. The Employer will provide a minimum of seven (7) calendar days' notice of a permanent change in an employee's daily working hours or work week.

## **6.2 Breaks and Rest Periods**

- (a) An employee working greater than five (5) hours in a workday shall be permitted a fifteen (15) minute paid rest period in both the first half and second half of each shift. Employees working five (5) hours or less shall be provided one fifteen (15) minute paid rest period.

Such rest period shall be taken at times that will cause the least possible interference with the work in which the employees are engaged.

- (b) An employee working greater than five (5) hours in a workday shall be provided an unpaid meal break of thirty (30) minutes or, if agreed to by the employee and the Employer, an unpaid meal break of sixty (60) minutes.
- (c) Where an employee is required to remain at work or be available for work during a meal period, the employee shall be paid at one and one-half times (1.5X) the employee's regular rate for the meal period. At the discretion of the Employer, an employee who has been required to remain at work or be available for work during a meal period may instead leave work early by the amount of break time that was missed, and in that case, the meal period shall be paid at the employee's regular rate of pay.

### **6.3 Daily Guarantee**

- (a) Subject to the provisions of Article 6.3(b), an employee reporting for a scheduled shift on the call of the Employer shall receive the employee's regular hourly rate of pay for the entire period spent at the place of work, with a minimum of two (2) hours' pay at the regular hourly rate.
- (b) In any case in which an employee reports for a regular shift but refuses to commence work, or commences work but refuses to continue work, the employee shall not be entitled to receive the minimum payments set forth in this Article.

## **ARTICLE 7 – OVERTIME, COMPENSATING TIME OFF, STANDBY, AND CALLOUT**

### **7.1 Overtime**

- (a) Regular Full-Time and Temporary Full-Time Employees

Regular Full-Time Employees and Temporary Full-Time Employees who are required to work outside of the standard hours of work or as applicable the hours of work provided for in Schedule "B", in excess of seven (7) hours in a day, or beyond five (5) days in a week shall receive overtime pay in the following manner:

- (1) Time and one-half (1.5X) for the first five (5) hours of overtime in a day;
- (2) Two times (2X) for all hours worked beyond the first five (5) hours of overtime in a day;

- (3) Time and one-half (1.5X) for the first (1st) seven (7) hours worked on the first (1st) day of rest in a week and two times (2X) for all hours worked beyond seven (7) hours on the first (1st) day and for all hours worked on the second (2nd) day of rest in a week.
  - (4) Two times (2X) for all overtime hours worked on a statutory holiday.
- (b) Regular Part-Time and Casual Employees
- (1) For the purposes of this Article, the work week shall be deemed to commence at 12:00 A.M. on Sunday morning and to end at 11:59 P.M. on the immediately following Saturday.
  - (2) Overtime compensation shall be paid for all overtime worked at time and one-half (1.5X) the regular rate of pay for the first five (5) hours of overtime worked in excess of seven (7) hours in a day and two times (2X) the regular rate of pay for all overtime in excess of the first five (5) hours of overtime.
  - (3) An employee who has not worked thirty-five (35) hours on five (5) days during a week, shall be paid at the employee's regular rate of pay on the sixth (6th) and seventh (7th) day until such time as thirty-five (35) hours has been reached. Work in excess of thirty-five (35) hours in a week shall be compensated at time and one-half (1.5X) the regular rate of pay for the first seven (7) hours in excess of thirty-five (35) hours and two times (2X) the employee's regular rate of pay thereafter. Any overtime compensated for under Article 7.1(b)(2) shall not count towards the weekly total.
- (c) A statutory holiday for which an employee receives a day off with pay under Article 10 shall be considered as time worked for the purpose of calculating overtime.
- (d) All overtime, except in emergency circumstances, must be authorized in advance by the Employer. Employees who commence working overtime in response to an emergency will advise their supervisor as soon as possible and seek approval to continue working such overtime.

## **7.2 Compensating Time Off**

- (a) Subject to Article 7.2(c), employees who are required to work overtime may elect at the time of working such overtime to receive compensating time off in lieu. An employee who elects to receive compensating time off shall be credited with compensating time off equivalent to the number of hours that the employee would have been paid for the overtime worked. Subject to an employee's request to be granted compensating time off being approved by the Employer, such employee shall be granted any portion of the compensating time off at the rate or rates in effect at the time the overtime in question

was worked. Compensating time off will be paid out by the second pay period of the following year and cannot be carried over unless the Employer otherwise agrees.

- (b) An employee may, at any time, request full payment of all banked time, and where such request is received in sufficient time, such payment shall be included in the employee's next regular pay cheque.
- (c) Where an employee works overtime to deal with situations where the Employer is able to recover the overtime costs from Emergency Management BC, the employees shall be paid for such overtime and shall not be permitted to receive compensating time off in lieu of being paid for the overtime.

### **7.3 Standby**

- (a) Employees who are required by the Employer to stand by for a call to work between the end of the first and the beginning of the last of consecutive regularly scheduled shifts (excluding statutory holidays) shall be paid one (1) hour's pay at the employee's regular rate of pay for each period of eight (8) hours that the employee stands by as required by the Employer in addition to any callout pay to which the employee may be entitled to under Article 7.4.
- (b) Employees who are required by the Employer to stand by for a call to work at any time other than described in Article 7.3(a) shall be paid one (1) hour's pay at the employee's regular rate of pay for each period of six (6) hours that the employee stands by as required by the Employer in addition to any callout pay to which the employee may be entitled to under Article 7.4.
- (c) Where the period of time that an employee stands by under this Article 7.3 exceeds a multiple of eight (8) or six (6) hours (as the case may be), the employee shall be paid one (1) hour's pay if the amount of standby required is more than one-half ( $\frac{1}{2}$ ) of the eight (8) or six (6) hours (as the case may be) and one-half ( $\frac{1}{2}$ ) hour's pay if the amount of standby required is less than or equal to one half of the eight (8) or six (6) hours (as the case may be).
- (d) Notwithstanding Articles 7.3(a)-(c), any employee who is required by the Employer to stand by for a call to work shall not receive more than two hundred and fifty dollars (\$250.00) as compensation for standing by in any week as defined in Article 7.1(b)(1).

### **7.4 Callout**

Employees shall be paid a minimum of three (3) hours at overtime rates when they are called back to the worksite outside scheduled working hours. Callout is defined as being called back to work at any time following completion of a Regular Full-Time Employee's or Temporary Full-Time

Employee's regular shift except when prescheduled by notice provided prior to the end of the employee's previous regular shift.

## ARTICLE 8 – BENEFITS

### 8.1 Extended Group Health and Dental Plans

- (a) Regular Full-Time Employees and Regular Part-Time Employees who occupy a position with a regular schedule of core hours each week equal to or greater than twenty-one (21) hours per week shall be entitled to coverage under the Extended Group Health and Dental Plans following three (3) months of continuous employment. Regular Full-Time Employees are required to participate in the plans unless they show proof of alternative coverage. Eligible Regular Part-Time Employees may choose to participate in the plans or receive a percentage in lieu as per Article 8.7. The Employer shall pay one hundred percent (100%) of the premiums.
- (b) The Extended Group Health Plan shall contain, among other benefits, coverage for the following, subject to the requirements of the plan:
  - (1) Vision Care: to a maximum of five hundred dollars (\$500.00) every twenty-four (24) months;
  - (2) Eye Exams: one (1) eye exam every twenty-four (24) months;
  - (3) Hearing Aids: to a maximum of seven hundred dollars (\$700.00) every five (5) years;
  - (4) Paramedical Services:
    - (i) psychologist/social worker, dietician, podiatrist, speech therapist, acupuncturist, naturopath, osteopath: a maximum of three hundred dollars (\$300.00) per calendar year for each;
    - (ii) chiropractor, physiotherapist, massage therapist: a combined maximum of seven hundred and fifty dollars (\$750.00) per calendar year;
  - (5) Orthotics: a combined maximum of three hundred dollars (\$300.00) every twelve (12) months for custom-fitted orthopedic shoes and custom-made foot orthotics.
- (c) The Dental Plan shall contain coverage for the following, subject to the requirements of the plan:
  - (1) Basic Dental coverage: one hundred percent (100%) of the approved schedule of fees to a combined calendar year maximum of two thousand and five hundred dollars (\$2,500.00) with Major Dental Coverage.

- (2) Major Dental Coverage: fifty percent (50%) of the approved schedule of fees to a combined calendar year maximum of two thousand and five hundred dollars (\$2,500.00) with Basic Dental Coverage.
- (3) Orthodontic Coverage: fifty percent (50%) of the approved schedule of fees to a lifetime maximum of two thousand and five hundred dollars (\$2,500.00).

## **8.2 Group Life Insurance**

- (a) Regular Full-Time Employees and Regular Part-Time Employees who occupy a position with a regular schedule of core hours each week equal to or greater than twenty-one (21) hours per week shall be entitled to coverage under the Group Life Insurance Plan following the first day of the calendar month following three (3) months of continuous employment. The Employer shall pay one hundred percent (100%) of the premium.
- (b) Coverage shall be subject to the requirements of the plan and shall be two hundred percent (200%) of annual earnings to a maximum of two hundred thousand dollars (\$200,000.00). Coverage is reduced by fifty percent (50%) at age sixty-five (65) and terminates at age seventy-one (71).
- (c) Coverage for Accidental Death and Dismemberment shall be equal to the coverage for Life Insurance.
- (d) Subject to the provisions of the Plan, eligible employees shall be entitled to purchase optional Group Life Insurance coverage. The employee shall pay one hundred percent (100%) of the premiums for the optional coverage.

## **8.3 Sick Leave**

- (a) Regular Full-Time Employees and Temporary Full-Time Employees are eligible for up to three (3) consecutive days of paid sick leave when they are sick.
- (b) Regular Part-Time Employees who occupy a position with a regular schedule of core hours each week equal to or greater than twenty-one (21) hours per week are eligible for three (3) consecutive days of paid sick leave when they are sick.

## **8.4 Short-Term and Long-Term Disability Coverage**

Subject to group carrier approval, employees shall pay premiums for short-term and long-term disability insurance for Regular Full-Time Employees and Regular Part-Time Employees who occupy a position with a regular schedule of core hours each week equal to or greater than twenty-one (21) hours per week.

## 8.5 Workers' Compensation

An employee injured during the course of employment who is entitled to WorkSafeBC benefits shall be paid directly by WorkSafeBC. The Employer will maintain all Extended Group Health and Dental, and Short and Long-Term Disability coverage throughout the period of absence.

## 8.6 Pension

An employee shall be eligible to participate in the Municipal Pension Plan in accordance with the Municipal Pension Plan rules.

## 8.7 Regular Part-Time and Temporary Full-Time Percentage in Lieu

Regular Part-Time Employees who occupy a position with a regular schedule of core hours each week of less than twenty-one (21) hours and Temporary Full-Time Employees will be paid eight percent (8%) in lieu of all benefits. Regular Part-Time Employees who occupy a position with a regular schedule of core hours each week greater than twenty-one (21) hours and who do not participate in the Extended Group Health and Dental Plan as per Article 8.1 will be paid eight percent (8%) in lieu of all benefits.

# ARTICLE 9 – VACATION

## 9.1 Annual Entitlement

- (a) Paid annual vacations for Regular Full-Time Employees and Regular Part-Time Employees shall be provided as follows:

<b>Calendar Year of Service</b>	<b>Vacation Entitlement</b>
Year 1	Four percent (4%) of regular pay or equivalent time off (equates to two (2) weeks if full year worked)
Years 2 to 5 Inclusive	Three (3) weeks (fifteen (15) working days)
Years 6 to 10 Inclusive	Four (4) weeks (twenty (20) working days)
Years 11 to 15 Inclusive	Five (5) weeks (twenty-five (25) working days)
Year 16	Five (5) weeks plus one (1) day (twenty-six (26) working days)
Year 17	Five (5) weeks plus two (2) days (twenty-seven (27) working days)
Year 18	Five (5) weeks plus three (3) days (twenty-eight (28) working days)
Year 19	Five (5) weeks plus four (4) days (twenty-nine (29) working days)
Year 20 +	Six (6) weeks (thirty (30) working days)

- (b) Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive vacation pay for the calendar year in which termination occurs on the basis of one-twelfth ( $\frac{1}{12^{\text{th}}}$ ) of their vacation entitlement for that year for each month greater than one-half ( $\frac{1}{2}$ ) worked to the date of termination.
- (c) "Calendar year" for the purposes of this Agreement shall mean the twelve (12) month period from January 1st to December 31st inclusive.
- (d) Vacation pay for Regular Part-Time Employees will be prorated, calculated on the same proportionate basis as the Regular Part-Time Employee's weekly schedule of core hours bears to the full-time hours for that class of positions.
- (e) Employees shall not accrue vacation for unpaid leaves of any kind, except for the following: employees receiving Employment Insurance Sickness Benefits, employees on maternity or parental leave, and employees on WorkSafeBC leaves of less than twelve (12) consecutive months. In all exceptions, vacation pay shall be prorated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation that is unpaid.
- (f) Unused vacation will be paid out in the first month after the calendar year end. A maximum of five (5) days may be carried forward to the next year, subject to approval by the Employer.
- (g) When employment ends for any reason, adjustment will be made for any overpayment of vacation and any unused vacation time will be paid out.
- (h) All requests for vacations shall be subject to the operational requirements of the Employer. Subject to these operational requirements, where two (2) or more employees request the same or overlapping vacation dates, the requests will be granted in order of the employees' seniority. In order to exercise seniority rights for vacations that commence between January 1<sup>st</sup> and March 31<sup>st</sup>, vacation requests must be submitted by November 30<sup>th</sup> of the previous year. In order to exercise seniority rights for vacations that commence between April 1<sup>st</sup> and December 31<sup>st</sup>, vacation requests must be submitted by February 28<sup>th</sup> of that calendar year.
- (i) Upon hiring, an employee may be started at any level on the vacation schedule up to that which is commensurate with the employee's previous work experience, at the discretion of the Employer. New employees who receive recognition for service under this provision will not receive recognition in any other areas, such as but not limited to, seniority or length of service.
- (j) Employees who are not eligible for paid annual vacation shall be paid four percent (4%) of regular wages in lieu of vacation.



## **9.2 Holiday Closure**

- (a) If the Employer closes part or all of its operations during the week between Christmas and New Year's, employees not required to work shall not be paid. Employees may elect to use banked overtime or vacation time during this period.
- (b) Employees who choose to work during the Christmas closure must receive prior approval from the Employer.

## **ARTICLE 10 – STATUTORY HOLIDAYS**

### **10.1 Statutory Holiday Entitlement**

- (a) Regular Full-Time Employees, Temporary Full-Time Employees and Regular Part-Time Employees who have completed one (1) month of employment shall be entitled to a day off with pay for the following statutory holidays:

New Year's Day	British Columbia Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

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

- (b) In the event a statutory holiday defined in paragraph (a) falls on a non-workday, the Employer shall designate either the preceding or following work day for employees to observe the statutory holiday.

## **ARTICLE 11 – LEAVES OF ABSENCE**

### **11.1 Union Officials**

- (a) All applications for leave of absence, whether with or without pay, shall be granted only to those official Union representatives whose absence in any specific case does not interfere with the operation of the Employer.
- (b) With respect to any leave of absence granted without pay, the Employer shall continue to pay each representative's regular wage or salary and shall render an account to the Union for such amount, including the Employer's contribution for all benefit costs on

behalf of each such representative, including those for Group Life Insurance coverage, Extended Group Health and Dental coverage, Short and Long-Term Disability coverage and the Municipal Pension Plan. The Union shall then reimburse the Employer in the amount of the account rendered within sixty (60) days.

- (c) Upon application to, and upon receiving the permission of the Employer in each specific case, one (1) official representative of the Union may be granted time off without loss of pay for the purpose of settling a grievance as outlined elsewhere in this Agreement.
- (d) Upon application to, and upon receiving the permission of the Employer in each specific case, up to two (2) official representatives of the Union may be granted leave of absence without loss of pay for the purpose of participating in collective bargaining meetings with the Employer.
- (e) Upon application to, and upon receiving the permission of the Employer in each specific case, up to two (2) official representatives of the Union may be granted leave of absence without pay to conduct other union business.
- (f) The Union shall provide the Employer with a list of its elected officers, job stewards, and any other official representatives. The list shall be kept current by the Union at all times.

## **11.2 Bereavement Leave**

- (a) A Regular Full-Time Employee may take up to three (3) working days without loss of pay in the event of the death or imminent death of someone in the employee's immediate family. Immediate family is defined as an employee's spouse, child, child of a same sex partner, parent, guardian, sibling, grandchild, grandparent, step-parent, step-child, parent-in-law, and any person who lives with the employee as a member of their family. Spouse includes common-law spouses and same sex partners.
- (b) An employee who qualified for bereavement leave under Article 11.2(a) may be granted such leave when on annual vacation if approved by the Employer.
- (c) Upon application to, and upon receiving the permission of the Employer, an employee may be granted leave of up to one-half (½) day without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered by Article 11.2(a).
- (d) A Regular Part-Time Employee shall be entitled to the bereavement leave in paragraph (a) on a prorated basis, calculated on the same proportionate basis as the Regular Part-Time Employee's weekly schedule of core hours bears to the full-time hours for that class of positions.

### **11.3 Court Appearance and Jury Duty**

- (a) Any employee called for jury duty or as a court witness shall be allowed time off during the period of such duty and the employee's regular pay shall be continued. Any remuneration for lost wages received for such duty will be remitted to the Employer.
- (b) Leave for court appearances occasioned by the employee's personal affairs shall not be granted under this Article.

### **11.4 Maternity and Parental Leave**

#### (a) Length of Leave

##### (1) Birth Parent

- (i) A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to sixty-one (61) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave unless the Employer and employee agree otherwise.
- (ii) In the event the birth parent dies or is totally disabled, an employee who is the parent of the child shall be entitled to both maternity and parental leave without pay.
- (iii) An employee who requests leave under this Article 11.4(a)(1) after the termination of the employee's pregnancy is entitled to leave without pay during the period ending six (6) weeks after the termination of the employee's pregnancy.

##### (2) Parent Other Than Birth Parent

Other than an employee in (1) above, an employee who is the parent of the child shall be entitled to up to sixty-two (62) consecutive weeks of parental leave without pay. The employee shall take the leave within seventy-eight (78) weeks of the child's birth or date the child comes within the care and custody of the employee.

##### (3) Extensions – Special Circumstances

- (i) An employee shall be entitled to extend the maternity leave by up to an additional six (6) consecutive weeks' leave without pay where a physician certifies the employee as unable to return to work for medical reasons related to the birth or the termination of the pregnancy.

(ii) An employee shall be entitled to extend the parental leave by up to five (5) consecutive weeks' leave without pay where the child has a physical, psychological, or emotional condition requiring an additional period of parental care.

(4) The combined maternity and parental leave shall not exceed seventy-eight (78) consecutive weeks following the commencement of the leave, except as provided for in Article 11.4(a)(3).

(b) Notice Requirements and Commencement of Leave

(1) An employee who requests parental leave for the adoption or care of a child shall be required to provide proof of adoption or birth of the child.

(2) An employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. (In the case of adoption of a child, the employee shall provide as much notice as possible.)

(3) An employee on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date the employee intends to return to work.

(4) An employee who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.

(5) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, the maternity leave will be deemed to have started on the date of birth.

(c) Return to Work

On resuming employment, an employee shall be reinstated to their previous or a comparable position and for the purposes of pay increments, seniority, and benefits, referenced in (e) herein, and vacation entitlement (but not for public holidays or sick leave) maternity and parental leave shall be counted as service. Vacation pay shall be prorated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation that is unpaid.

(d) Sick Leave

(1) An employee on maternity leave or parental leave shall not be entitled to sick leave during the period of leave.

- (2) Subject to paragraph (d)(1), an employee on maternity leave or parental leave who has notified the Department Head of their intention to return to work pursuant to paragraph (b)(3) and who subsequently suffers any illness or disability which prevents them from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which the employee would otherwise have returned to work.
- (e) Benefits
  - (1) Dental, Extended Group Health, and Group Life Insurance (including A.D. & D) benefits shall continue uninterrupted during the period of time the employee is on maternity and/or parental leave provided that the employee makes arrangements prior to commencing the leave to pay their share of the benefit premiums for that period where the premiums are cost-shared. Where an employee makes arrangements to continue benefits coverage all benefits named in this paragraph shall continue.
  - (2) Pension contributions will cease during the period of the leave. Employees may make arrangements to pay the contributions on return from the leave in accordance with the Municipal Pension Plan rules.

#### **11.5 Supplementary Employment Insurance Benefits (SEIB)**

- (1) Birth mothers who are entitled to maternity leave and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments.
- (2) Subject to the approval of the Employment Insurance Commission, non-birth parents who, due to the death or total disability of the birth parent, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.
- (c) The SEIB Plan is intended to supplement the Employment Insurance benefits received by employees while they are temporarily unable to work as a result of giving birth.
- (d) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and ninety percent (90%) of their gross weekly earnings and is paid as follows:
  - (1) for the first six (6) weeks, which includes the Employment Insurance waiting period; and
  - (2) up to an additional eleven (11) weeks will be payable if an employee continues to receive Employment Insurance benefits and is unable to work due to a valid

health reason related to the birth and provides the Employer with satisfactory medical evidence.

- (e) The Plan meets the requirements of Section 38 of the Employment Insurance Regulations, specifically that, when combined with an employee's weekly Employment Insurance benefit, the payment will not exceed the claimant's normal weekly earnings from employment and an employee's accumulated leave credits will not be reduced.
- (f) Income tax rules or regulations may require a payback of Employment Insurance earnings, depending upon the tax rules in effect at the time an employee is receiving benefits. Under the SEIB Plan, the Employer does not guarantee any specific level of earnings but rather is liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any paybacks arising from changes to or the application of the tax regulations.

#### **ARTICLE 12 – GRIEVANCE PROCEDURE AND ARBITRATION**

- (a) During the term of this Agreement, any difference concerning the discipline, dismissal, or suspension of an employee or the interpretation, application, operation, or any alleged violation of this Agreement, including any question as to whether any matter is arbitrable, shall be finally and conclusively settled without stoppage of work by the following procedure.
- (b) Time limits provided in this Article 12 may be extended by agreement in writing between the parties. Requests to extend time limits will not be unreasonably denied.
- (c) Grievance Procedure

##### Step 1 – Informal

The employee involved, with or without a Union representative, shall meet with the appropriate exempt supervisor within ten (10) working days of the circumstances giving rise to the grievance to attempt to resolve the dispute.

##### Step 2 – Formal

If the matter is not resolved in Step 1, the Union may pursue the grievance by referring the matter to the appropriate exempt supervisor within ten (10) days of receipt of the decision. The employee(s) involved and a Union representative shall meet with the appropriate exempt supervisor within ten (10) working days of this referral. This step is deemed completed if a Union representative was present for the Step 1 meeting.

### Step 3 – Formal

- (1) If the matter is not resolved in Step 2, the Union may pursue the grievance by referring the matter to the CAO or designate in writing within ten (10) working days of the receipt of the decision. The CAO or designate shall meet with a representative of the Union within ten (10) working days of receipt of the written grievance and shall provide a written decision within ten (10) working days from the date of meeting with the Union representative.
- (2) Discharge grievances may be initiated at Step 3 of the grievance procedure.

### Step 4 – Arbitration

If the matter is not resolved in Step 3, either party may refer the dispute that the party has initiated to arbitration within thirty (30) days of receipt of the CAO's decision.

#### (d) Arbitration

- (1) A Board of Arbitration shall consist of one (1) person to be mutually appointed by the Employer and the Union. In the event that the parties fail to agree on a single arbitrator within twenty (20) working days from the date of reference to Arbitration, either party may apply under the Labour Relations Code for appointment of an arbitrator.
- (2) The arbitrator shall have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as it may be necessary to the termination of a grievance but shall not have the jurisdiction or authority to alter or amend any of the provisions of this Agreement.
- (3) In the case of a reference as to whether a matter is arbitrable, or a reference involving the interpretation, application, operation, or any alleged violation of the Agreement, the decision of the arbitrator shall be final and binding on the parties to this Agreement.
- (4) The parties shall bear an equal portion of the expenses and the fees of the arbitrator.

## **ARTICLE 13 – POSTING AND FILLING VACANCIES**

### **13.1 Postings**

- (a) All Regular Full-Time, Regular Part-Time, and Temporary Full-Time positions in excess of six (6) months shall be posted both electronically and in a prominent location at all

municipal work sites. Such postings shall also be sent to the Union. After seven (7) days, if there are no qualified applicants, the Employer may keep the posting open for such time the Employer deems necessary.

- (b) Postings shall include a general description of the position, qualifications, required knowledge and education, wage, and hours of work.
- (c) Internal candidates who possess the required skills, knowledge, and abilities for a posted position shall receive an interview during the recruitment process.
- (d) A posted position will normally be filled not later than sixty (60) days after the posting of the notice.
- (e) The Union shall be informed of the successful applicant within seven (7) days of the position being filled.
- (f) Where the Union has concerns about the outcome of a selection process, on request of the Union, the Employer will provide a detailed rationale for the selection. This rationale shall include an explanation of the methods used in the selection process.

### **13.2 Filling Vacancies**

In making appointments, promotions, transfers, and demotions, the skills, knowledge, and ability of the applicants shall be the primary consideration, and where such qualifications are equal, seniority shall be the determining factor.

## **ARTICLE 14 – PROBATION AND TRIAL PERIODS**

### **14.1 Probationary Period**

- (a) All Regular Full-Time Employees shall serve a probationary period of six (6) months.
- (b) All Regular Part-Time Employees shall serve a probationary period of nine hundred (900) hours or one (1) year, whichever comes first.
- (c) The probationary periods may be extended by agreement between the Employer and the Union.
- (d) Where an employee is absent for ten (10) or more working days during the probationary period, the probationary period may be extended by the number of working days absent.
- (e) An employee who satisfactorily completes a Temporary Full-Time contract of six months or longer within six (6) months of becoming a Regular Full-Time or Regular Part-Time



Employee shall not be required to serve the probationary periods provided for in Articles 14.1(a) and 14.1(b).

#### **14.2 Trial Period**

- (b) In the event an employee is transferred or promoted to a position that is in another classification, that person shall be placed on trial for three (3) months. The trial period may be increased or decreased by agreement between the Employer and the Union.
- (c) If, during the trial period, the employee is not considered satisfactory in the position, the employee shall be returned to the employee's previous position.
- (d) If, during the trial period the employee does not want to continue in the position, the employee shall be returned to the employee's previous position, provided that the Employer agreed to this in writing prior to the commencement of the trial period. Such agreement shall not be unreasonably denied.

### **ARTICLE 15 – SENIORITY, LAYOFF, AND RECALL**

#### **15.1 Seniority**

- (a) Regular Full-Time Employees and Regular Part-Time Employees shall accumulate seniority on the basis of straight time hours paid, calculated, after completion of the probationary period, from the first day of the probationary period.
- (b) Regular Full-Time Employees and Regular Part-Time Employees shall have all service within the bargaining unit since October 23, 2019 recognized for seniority. Where employees have the same seniority, length of service with the Employer shall be used as a tiebreaker.
- (c) Temporary Full-Time and Casual Employee hours performed after October 23, 2019 will be used in the calculation of seniority for Regular Full-Time and Regular Part-Time Employees.
- (d) Employees within the bargaining unit who are promoted to positions outside of the bargaining unit shall maintain their seniority for a period of one (1) year.
- (e) Time absent due to statutory leave (such as parental leave), WorkSafe BC Leave, Sick Leave, Union Leave, Layoff, and any paid leave shall be included in the calculation of seniority.

## **15.2 Loss of Seniority**

An employee shall only lose seniority for the following reasons:

- (a) Resignation not withdrawn within two (2) days.
- (b) Discharge for proper cause and not reinstated.
- (c) Loss of recall rights as per Article 15.3(c)(4).

## **15.3 Layoff**

### (a) Layoff Defined

A layoff is defined as a reduction in the regular work force or a reduction in the regular hours of work of an employee.

### (b) Notice

- (1) Layoff notice will be issued in reverse order of seniority within each classification, provided the remaining employees have the skills, knowledge, and ability to perform the required work.
- (2) Regular employees who are to be laid off will be given written notice or pay in lieu of notice as follows:
  - (i) Upon the completion of three (3) months of service up to and including the completion of one (1) year of service – one (1) weeks' notice.
  - (ii) Following the completion of one (1) year of service up to and including the completion of three (3) years of service – two (2) weeks' notice.
  - (iii) For each complete year of service following the completion of the third (3<sup>rd</sup>) year of service – one (1) additional week of notice to a maximum of eight (8) weeks of notice.

### (c) Recall

- (1) No new employees shall be hired following a layoff until those who were laid off and retain recall rights have been given a reasonable opportunity of recall.
- (2) Laid off employees shall be recalled in order of seniority to any position for which they are qualified to perform. Laid off employees shall keep the Employer informed of their current address and telephone number. If the Employer is

unable to contact the employee by telephone, notice of recall shall be delivered to the employee's last address.

- (3) The employee must contact the Employer no later than forty-eight (48) hours following receipt of notice and arrange a return to work unless there are extenuating circumstances. Where there are extenuating circumstances, the employee must contact the Employer as soon as possible. The employee shall have five (5) working days after contacting the Employer to return to work unless there are extenuating circumstances. An example of an extenuating circumstance for the purpose of returning to work is employment elsewhere. The five (5) working day period may be extended by agreement between the Employer and the employee.
- (4) An employee shall lose the right of recall for any of the following reasons:
  - (i) Continuous lay off for a period of more than twelve (12) consecutive months.
  - (ii) Continuous lay off for a period of more than eighteen (18) consecutive months where the employee was laid off as a result of physical or natural disaster requiring a temporary cessation of municipal operations.
  - (iii) Failure to respond to a recall notice within the time limits stipulated in Article 15.2(c)(3) unless such failure is as a result of extenuating circumstances.

(d) **Bumping**

- (1) An employee who has received written notice of lay-off shall, within five (5) calendar days, elect to either exercise seniority rights for bumping purposes or accept the lay-off.
- (2) Where the employee's regular hours are being reduced, the employee has the option of accepting the position with the reduced hours, subject to the bumping rights of other employees.
- (3) If the employee elects to exercise seniority rights for bumping purposes, the employee shall attempt to bump a more junior employee in the following order:
  - (i) the least senior employee in any classification at the employee's current pay grade.
  - (ii) the least senior employee in a lower pay grade.

- (4) In all cases, bumping shall be contingent on the employee having the skills, knowledge, and ability to perform the job.
- (5) The Employer shall advise the employee, in writing, within two (2) working days, of acceptance or rejection of the bump.

## **ARTICLE 16 – UNION REPRESENTATION**

### **16.1 Personnel File**

An employee shall have the right to have access to and review their personnel file, with a steward in attendance, and shall have the right to receive a copy of and dispute, in writing, any document contained therein.

### **16.2 Disciplinary Action**

- (a) The Employer shall inform an employee of the employee's right to Union representation prior to any meeting where discipline is issued or is reasonably foreseeable. If the employee does not choose to have a Union representative present, this shall not constitute a basis for challenging any discipline imposed. This Article shall not apply to workplace discussions that are of an operational or remedial nature, and which will not form part of the disciplinary record.
- (b) The Employer will notify the Union in writing when it issues a suspension or discharge to an employee.

### **16.3 Union Orientation**

The Union President or designate will be provided up to thirty (30) minutes without loss of pay to provide newly hired employees a Union orientation. The orientation will take place during the initial training block when the newly hired employees are receiving their initial training and orientation from the Employer.

## **ARTICLE 17 – LABOUR MANAGEMENT COMMITTEE**

- 17.1** A Joint Labour – Management Committee shall be established for the purpose of discussing issues relating to the workplace that affect the parties to this Agreement.
- 17.2** Labour-Management meetings will be held as required and no less than once every two (2) months.

**17.3** The Joint Labour – Management Committee shall consist of up to two (2) representatives of the Union and up to two (2) representatives of the Employer.

**17.4** Employees in attendance shall not suffer a loss of pay for attending Joint Labour – Management Committee meetings.

#### **ARTICLE 18 – TECHNOLOGICAL CHANGE**

If the Employer introduces or intends to introduce a measure, policy, practice, or change that affects the terms, conditions, or security of employment of a significant number of employees to whom this Agreement applies, the provisions of Section 54 of the Labour Relations Code of British Columbia shall be followed.

#### **ARTICLE 19 – STUDENT GRANT EMPLOYMENT**

Students hired as temporary summer employees under a grant program shall be paid the greater of the grant amount or twenty-one dollars (\$21.00) per hour. These employees shall be paid an additional one dollar (\$1.00) per hour for each year that they return as temporary summer employees to a maximum of twenty-four dollars (\$24.00) per hour.

#### **ARTICLE 20 – DISCRIMINATION FREE WORKPLACE**

The Employer and the Union agree that any form of discrimination (including sexual harassment) under the prohibited grounds of the *B.C. Human Rights Code* shall not be tolerated in the workplace.

IN WITNESS WHEREOF the Employer has caused these present to be signed by its proper Officials on its behalf, and the Union has caused these presents to be executed under the hands of its proper Officials duly authorized on their behalf as of the day and the year below written.

SIGNED ON BEHALF OF THE  
MUNICIPALITY OF BOWEN ISLAND:

SIGNED ON BEHALF OF THE CANADIAN UNION  
OF PUBLIC EMPLOYEES, LOCAL 1004:

“Katalina Stephens”

“Andrew Ledger”

“Patrick Graham”

“Brad McDonald”

“Rachael Pryce-Jones”

“Sarah Carrier”

“Quinn Buchanan”

“Corrina Headley”

Date

Date

18<sup>th</sup> October 2021

18<sup>th</sup> October 2021

**SCHEDULE "A"**

		Effective January 1, 2020			Effective January 1, 2021	Effective January 1, 2022
Class Title	Pay Band	Step	Pay	Step*	Pay	Pay
Roads Crewperson	12	1	25.90			
		2	26.67			
		3	27.47	1	28.02	28.58
		4	28.30	2	28.87	29.44
Utility Operator	13	1	27.30			
		2	28.12			
		3	28.97	1	29.55	30.14
		4	29.84	2	30.44	31.05
Public Works Lead Hand	13	1	27.30			
		2	28.12			
		3	28.97	1	29.55	30.14
		4	29.84	2	30.44	31.05
Public Works Lead Hand Incumbent**	14	1	28.66			
		2	29.52			
		3	30.41	1	31.02	31.64
		4	31.32	2	31.95	32.59
Public Works Foreman—Roads and Parks Operations	16	1	31.68			
		2	32.63			
		3	33.61	1	34.28	34.97
		4	34.62	2	35.31	36.02
Public Works Foreman—Utilities	16	1	31.68			
		2	32.63			
		3	33.61	1	34.28	34.97
		4	34.62	2	35.31	36.02
Treatment Plant Operator	19	1	39.22			
		2	40.40			
		3	41.61	1	42.44	43.29
		4	42.86	2	43.72	44.59

\*Eligibility for advancement from one step (increment) to the next is contingent on successful completion of the probationary period specified in Article 14.1 and is as follows:

- Pay Bands 9 to 15 – six (6) months.
- Pay Band 16 and above – twelve (12) months.

Employees who were on Step 1 or 2 of the pay structure in place prior to January 1, 2021 shall be placed at the new Step 1 as of January 1, 2021.

\*\*The Public Works Lead Hand Incumbent in this position as of the [date of ratification] shall remain at Pay Band 14 for as long as the incumbent remains in the position of Public Works Lead Hand. Any employee hired into this position following [date of ratification] shall be placed at Pay Band 13.



### SCHEDULE "B"

- (a) This schedule shall apply to the following classes of positions:
- Utility Operator
  - Treatment Plant Operator
- (b) The hours of work for these classes of positions shall be seven (7) hours per day between the hours of 7:00 a.m. and 5:00 p.m. and, except when switching schedules, shall be any five (5) consecutive days with two (2) consecutive days of rest each week.
- (c) Where there is more than one (1) employee in a classification included in this Schedule "B," assignment of Saturday and Sunday hours shall be done on a rotational basis, with each employee assigned to Saturday and Sunday hours for no more than one (1) month at a time, unless the employee agrees otherwise.
- (d) For each rotation of Saturday and Sunday assigned months, the selection of months shall be based on seniority. For clarity, if four (4) employees are assigned weekend hours from January to April, the most senior employee shall have the first selection of January, February, March, or April; the second most senior employee shall have the second selection, and so on. This process would then repeat for the assignment of weekend hours for May through August.
- (e) The two days of rest shall not be changed during the one (1) month that an employee is assigned to Saturday and Sunday hours except by mutual agreement.
- (f) A premium of one dollar (\$1.00) per hour shall be paid to employees for all regular hours worked on a Saturday or a Sunday.