

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**DISTRICT OF HOPE**

**AND**

**CANADIAN UNION OF PUBLIC  
EMPLOYEES  
LOCAL 458**

**JANUARY 1, 2020 - DECEMBER 31, 2023**

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**BETWEEN:**

**DISTRICT OF HOPE**  
(Hereinafter called the “Employer”)

PARTY OF THE FIRST PART;

**AND:**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 458**  
(Hereinafter called the “Union”)  
Chartered by the Canadian Union of Public Employees

PARTY OF THE SECOND PART

**ARTICLE 1 - PREAMBLE**

The purpose of this Agreement is to secure for the Employer, the Union and the *Employees* of the Employer, the full benefit of orderly and legal collective bargaining and to ensure, to the utmost extent possible, the safety and physical welfare of the *Employees*, economy of operation, quality and quantity of output and protection of property. It is recognized by the Agreement to be the duty of the Employer and the Union and the *Employees* of the Employer to co-operate fully, individually and collectively for the advancement of said conditions.

The Employer and the Union agree to abide by the terms set out in this Agreement. The Union further agrees that it will, at all times, instruct its members to act in accordance with the terms contained in this Agreement. The Employer agrees, in the exercise of the functions of Management, that the provisions of this Agreement will be carried out.

**Plural or Feminine Terms May Apply**

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

## ARTICLE 2 – EMPLOYEE DEFINITIONS

- (a) When used in this Agreement, a “day actually worked” or a “day worked” is any twenty-four (24) hour calendar day period on which an *Employee* actually performs work for the Employer irrespective of the number of hours that an *Employee* actually works on that day (i.e. a “day actually worked” or a “day worked” is inclusive of all straight-time hours actually worked, overtime hours actually worked and call-out hours actually worked on that day, but is exclusive of time that an *Employee* is on stand-by and is not called out to work).
- (b) **“Employee”** shall mean a person who is an “Employee” as defined in the Labour Code.
- (c) **“Regular Employee”** means an Employee who is employed on a full-time or part-time basis in a regular (on-going) position and who has successfully completed probation pursuant to Article 9, Clause (c). Regular employees shall be paid at the rate set out on Schedule “B”.

After successfully completing probation, regular employees (i.e. regular full-time and Regular Part-Time Employees) shall have “start date” seniority based upon their most recent date of employment as a regular employee, subject to the bridging provisions contained in Article 2(g)(ii).

- (d) **“Probationary Employee”** means any Employee who has not successfully completed probation pursuant to Article 9, Clause (c).
- (e) **“Regular Full-Time Employee”** means a Regular Employee who is normally and regularly scheduled to work the full-time hours that apply to the Employee’s classification per Article 12, Section 1, Clause (a) and (b) of this Agreement.

Regular full-time employees shall be entitled to all of the terms and conditions of this Agreement, other than seniority, after completing sixty-five (65) days actually worked, provided that all insured health benefits under Article 19 shall be effective the first of the month following completion of sixty-five (65) days actually worked.

A Regular Employee who was employed as a Time Duration Employee immediately prior to his/her appointment to a regular position and who receives his/her regular appointment without any break in service, shall be entitled to enrolment in the following benefit plans under Article 19: Medical Services and Extended Health Plans [Article 19(a)], the Group Life Insurance Plan [Article 19(a)] and the Dental Plan [Article 19(b)], provided the Employee worked sufficient time before receiving the regular appointment to meet the normal qualification requirements for such plans as set out in Article 2(c).

- (f) **“Regular Part-Time Employee”** means a Regular Employee who is normally and regularly scheduled to work less than the full-time hours that apply to the

employee's classification per Article 12, Section 1, Clause (a) and (b) of this Agreement.

- (i) Regular Part-Time Employees, who are normally and regularly scheduled to work twenty-one (21) hours or more per week, shall be entitled to all of the terms and conditions of this Agreement, other than seniority, after completing sixty-five (65) days actually worked, provide that:
  - All insured health benefits under Article 19 shall be effective the first of the month following completion of sixty-five (65) days actually worked.
  - Statutory holiday pay shall be prorated in accordance with the formulae for calculating statutory holiday pay set out in the Employment Standards Act.
  - Vacation, sick leave, and all the other provisions of this Agreement, shall be prorated in proportion to the percentage (%) of the applicable full-time hours that the Employee normally and regularly works at straight time.
- (ii) After completing sixty-five (65) days actually worked, Regular Part-Time Employees, who normally and regularly work less than twenty-one (21) hours per week, shall be paid ten percent (10%) of their gross earnings in lieu of all of the other terms and conditions of this Agreement to which they are not eligible (for example, without limiting generality: vacation, sick leave, medical, dental, extended health benefits, etc.).
- (g) ***"Time Duration Employee"*** means an Employee who is hired to augment the regular staff or who is employed for a limited duration not exceeding one hundred and twenty (120) days actually worked without a break in service. The period of employment for any Time Duration Employee may be extended by the mutual agreement of the parties, in writing, which agreement shall not be unreasonably denied.

The above one hundred and twenty (120) day time limit that governs the employment of time duration employees shall not apply where an Employee is hired to augment staff who are absent on maternity, sick leave, leave for Union business, or Workers Compensation.

- (i) After successfully completing probation, Time Duration Employees shall have "start date" seniority based upon their most recent date of employment as a time duration employee.
- (ii) Time Duration Employees lose their seniority when they have a break in service of longer than ninety (90) calendar days. When a Time Duration Employee ends one time duration assignment and within ninety (90)

calendar days is appointed to a regular position or commences another time duration assignment, the Employee's seniority is "bridged" (i.e. they retain their previous start date seniority).

- (iii) Time Duration Employees may request unpaid leave up to ninety (90) calendar days in lieu of vacation time off under Article 14. Approval of such requests may be granted by the Employer subject to operational requirements, which approval shall not be unreasonably denied.
- (iv) Time Duration Employees shall be eligible for unpaid leave in lieu of the time off provisions of Article 16, Clauses (a), (b), (d), (e), (g), (h) and (i).
- (v) Time Duration Employees eligibility shall be as follows:

ARTICLE	DESCRIPTION	ELIGIBILITY	
		YES	NO
1	PREAMBLE	✓	
2	EMPLOYEE DEFINITIONS	✓	
3	RECOGNITION AND NEGOTIATIONS	✓	
4	MANAGEMENT RIGHTS	✓	
5	UNION SECURITY	✓	
6	CHECK-OFF OF UNION DUES	✓	
7	LABOUR/MANAGEMENT RELATIONS	✓	
8	GRIEVANCE PROCEDURE AND ARBITRATION	✓	
9	SENIORITY	✓	
10	PROMOTIONS AND STAFF CHANGES	✓	
11	LAYOFFS, RECALL PROCEDURES AND SEVERANCE PAY		✓
12	HOURS OF WORK	✓	
13	HOLIDAYS	✓	
14	ANNUAL VACATIONS		✓
15	SICK LEAVE	✓	
16	LEAVE OF ABSENCE		✓
17	PAYMENT OF WAGES AND ALLOWANCES	✓	
18	JOB CLASSIFICATION AND RECLASSIFICATION	✓	
19	BENEFIT PLANS		✓
19i	SUPPLEMENTATION OF COMPENSATION AWARDS	✓	
20	SAFETY AND HEALTH	✓	
21a	BULLETIN BOARDS	✓	
21b	SUPPLY OF CLOTHING FOR OUTSIDE EMPLOYEES	✓	
21c	SAFETY BOOTS	✓	

21d	ENVIRONMENTAL OPERATOR CERTIFICATE		✓
21e	CLASS THREE MOTOR VEHICLE LICENSE WITH AIR BRAKE ENDORSEMENT		✓
21f	LETTERS OF DISCIPLINE	✓	
22	CROSSING OF NON-DISTRICT PICKET LINES	✓	
23	JOB TRAINING		✓
24	CONTRACTING OUT		✓
25	TERMS OF AGREEMENT	✓	
Sch B	JOB TITLE WAGE SCALE	✓	

- (vi) After completing sixty-five (65) days actually worked, Time Duration Employees shall be paid ten percent (10%) of their gross earnings in lieu of all of the terms and conditions of this Agreement to which they are not eligible (for example, without limiting generality: vacation, medical, dental, extended health benefits, etc.).
- (vii) Time Duration Employees shall be paid at the rate set out on Schedule “B”.
- (viii) Should a Regular Employee accept a time durated position, their status shall be a Regular Employee in a time durated position. Upon conclusion of the time durated position, they shall have the right to revert to their regular position without loss of seniority.
- (h) **“Casual Employee”** means an Employee who is employed to replace other Employees who are absent from work for up to ninety (90) consecutive calendar days without a break in service. The period of employment for any casual employee may be extended by the mutual agreement of the parties, in writing, which agreement shall not be unreasonably denied. Casual employees may also be employed when the Employer has an immediate need to fill a position until the expiration and subsequent hiring resulting from a posting.
  - (i) The employment of any Casual Employee is at the Employer’s discretion, provided in the case of termination that the standard of just cause to apply is suitability for continued employment.
  - (ii) After completing nine hundred and sixty (960) hours actually worked [eight hundred and forty (840) hours for Employees who work or who average thirty-five (35) hours per week], casual employees shall accumulate seniority (i.e. cumulative casual seniority) based upon their hours actually worked as a Casual Employee. Casual employees may only rely on their cumulative casual seniority when applying for posted vacancies filled under Article 10(b). Casual employees may not “leap frog” any Regular Employee’s seniority. In the event that this would occur, the Casual Employee shall be given a cumulative casual seniority date that falls immediately below the



most junior current Regular Employee's seniority date. Cumulative casual seniority is lost when a Casual Employee has not actually performed any work for the Employer for ninety (90) calendar days.

When a casual employee ends one casual assignment and within ninety (90) calendar days is appointed to a regular position or commences another casual assignment or commences a time duration assignment the Employee's seniority is "bridged" (i.e. they retain their previous start date seniority).

(iii) Casual Employees eligibility shall be as follows:

ARTICLE	DESCRIPTION	ELIGIBILITY	
		YES	NO
1	PREAMBLE	✓	
2	EMPLOYEE DEFINITIONS	✓	
3	RECOGNITION AND NEGOTIATIONS	✓	
4	MANAGEMENT RIGHTS	✓	
5	UNION SECURITY	✓	
6	CHECK-OFF OF UNION DUES	✓	
7	LABOUR/MANAGEMENT RELATIONS	✓	
8	GRIEVANCE PROCEDURE AND ARBITRATION	✓	
9	SENIORITY		✓
10	PROMOTIONS AND STAFF CHANGES	✓	
11	LAYOFFS, RECALL PROCEDURES AND SEVERANCE PAY		✓
12	HOURS OF WORK	✓	
13	HOLIDAYS	✓	
14	ANNUAL VACATIONS		✓
15	SICK LEAVE		✓
16	LEAVE OF ABSENCE		✓
16a	FOR UNION BUSINESS	✓	
16b	LEAVE FOR UNION DUTIES	✓	
16h	MATERNITY, PARENTAL AND ADOPTION LEAVE	✓	
17	PAYMENT OF WAGES AND ALLOWANCES	✓	
17e	PROFESSIONAL FEES AND LICENSES		✓
18	JOB CLASSIFICATION AND RECLASSIFICATION	✓	
19	BENEFIT PLANS		✓
20	SAFETY AND HEALTH	✓	
21a	BULLETIN BOARDS	✓	

21b	SUPPLY OF CLOTHING FOR OUTSIDE EMPLOYEES	✓	
21c	SAFETY BOOTS	✓	
21d	ENVIRONMENTAL OPERATOR CERTIFICATE		✓
21e	CLASS THREE MOTOR VEHICLE LICENSE WITH AIR BRAKE ENDORSEMENT		✓
21f	LETTERS OF DISCIPLINE	✓	
22	CROSSING OF NON-DISTRICT PICKET LINES	✓	
23	JOB TRAINING		✓
24	CONTRACTING OUT		✓
25	TERMS OF AGREEMENT	✓	
Sch B	JOB TITLE WAGE SCALE	✓	

- (iv) After completing sixty-five (65) days actually worked, Casual Employees shall be paid ten percent (10%) of their gross earnings in lieu of all of the terms and conditions of this Agreement to which they are not eligible (for example, without limiting generality: vacation, sick leave, medical, dental, extended health benefits, etc.).
- (v) Casual Employees shall be paid at the rate of ninety percent (90%) of the applicable Schedule “B” rate for the first one hundred and twenty (120) days actually worked. This requirement may be waived on a case-by-case basis, on the request of either party and with the mutual agreement of the parties, which agreement shall not be unreasonably denied by either party.
- (i) **“Student Employee”** means an Employee hired on the basis of the Summer Student Position Description that forms part of this Agreement.
- All Student Employees shall be hired at the student rate. It is agreed that Student Employees shall not be entitled to fringe benefits other than those to which a person becomes entitled by reason of statute. The employment of any Student Employee is at the Employer’s discretion, provided in the case of termination that the standard of just cause to apply is suitability for continued employment. A Student Employee shall accumulate seniority provided that such seniority is lost when a Student Employee has not actually performed any work for the Employer for fourteen (14) calendar days.
- (j) **“Work Experience Student”** shall mean a student in school wishing to gain work experience within the local government field.

This individual shall not be entitled to any wages or benefits but will be allowed to job shadow a Regular Employee and perform as their ability dictates all jobs currently allowed under the Letter of Understanding Work Experience Students/Job Shadowing.

### **ARTICLE 3 - RECOGNITION AND NEGOTIATIONS**

**(a) Recognition**

The Employer recognizes the Canadian Union of Public Employees, Local No. 458, as the sole and exclusive collective bargaining agency for all of its *Employees*, save and except those listed in Schedule “A” of this Agreement, or who are excluded by the Labour Relations Code of British Columbia and hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

**(b) Employee Agreements**

No *Employee* shall be required or permitted to make any written or verbal agreement with the Employer or his representatives, which may conflict with the terms of this Collective Agreement.

### **ARTICLE 4 - MANAGEMENT RIGHTS**

The management, and the operation of, and the direction of the working force is vested exclusively in the Employer.

### **ARTICLE 5 - UNION SECURITY**

All *Employees* of the Employer covered by the Union’s Certification, shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the Constitution and Bylaws of the Union.

The Employer shall ensure that newly hired *Employees* are provided with a Union member contact information form and personally introduced to a Union shop steward shortly after they commence work (subject to operational requirements) and shall allow a brief period of time [maximum thirty (30) minutes] for the *Employee* and the shop steward to chat at the time of such introduction.

### **ARTICLE 6 - CHECK-OFF OF UNION DUES**

- (a)** The Employer shall deduct from every *Employee*, after receiving a signed undertaking, any monthly dues, initiations, or assessments levied, in accordance with the Union Constitution and/or Bylaws, and owing by him to the Union.

- (b) The Employer agrees to deduct from the earnings of the *Employee* such dues, fees and assessments and shall forward to the Union the total in accordance with the Constitution and/or Bylaws of the Union. The Union agrees to advise the Employer of the amounts of such Union dues and/or assessments as may be determined from time to time by the said Union. The Employer, upon receipt of such advice from the Union, shall thereupon deduct from the earnings of the *Employees* such dues, fees and assessments and shall forward to the Union the total of such amounts deducted together with a list of those *Employees* from whom such deductions were made.
- (c) Use of CUPE National's Direct Dues Remittance Procedure is permitted.

## **ARTICLE 7 - LABOUR/MANAGEMENT RELATIONS**

### **(a) Representation**

No individual *Employee* or groups of *Employees* shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its Officers. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

### **(b) Joint Labour Management Committee**

A Joint Labour Management Committee shall be appointed and consist of not more than three (3) members of the Employer, as appointees of the Employer and not more than three (3) *Employees* of the Employer, as appointees of the Union. The Union will advise the Employer of the Union nominees to the Joint Labour Management Committee.

### **(c) Function of Joint Labour Management Committee**

All matters of mutual concern, including any workload concerns, shall be referred to the Joint Labour Management Committee for its consideration.

### **(d) Representative of Canadian Union of Public Employees**

The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public *Employees* when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance. On all such occasions the Employer shall be informed by the Representative of his presence and the reasons for it.

(e) **Meeting of the Joint Labour Management Committee**

In the event either party wishes to call a meeting of the Joint Labour Management Committee, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than six (6) calendar days after the request has been given, unless otherwise mutually agreed.

(f) **Time Off for Meeting**

Any representative of the Union on the Joint Labour Management Committee, who is in the employ of the Employer, shall have the privilege of attending the Joint Committee meetings held within working hours without loss of remuneration.

(g) **Technical Information**

The parties agree to provide to each other, on request, technical information regarding job descriptions, job classifications, wage rates, pension and welfare plans, etc., required for collective bargaining purposes.

## **ARTICLE 8 - GRIEVANCE PROCEDURE AND ARBITRATION**

Should any difference arise between the persons bound by this Agreement concerning its interpretation, application, operation, or any alleged violation thereof, including any question governing the dismissal or suspension of an *Employee* bound by the Agreement, and including any question as to whether any matter is arbitral, there shall be no stoppage of work on account of such difference and an earnest effort shall be made to settle the difference in the following manner.

### **Grievance Procedure**

#### **Step One:**

The *Employee* and the Union shall first take up the grievance verbally with their immediate Supervisor within ten (10) working days from the time the *Employee* ought to have reasonably known of the event giving rise to the grievance.

#### **Step Two:**

If the grievance is not satisfactorily settled at Step One, the grievance shall be presented in writing within ten (10) working days from the meeting at Step One to the appropriate department head who shall arrange a meeting within six (6) calendar days of receipt of the grievance. The department head shall provide a written response to the Union within ten (10) working days from the date of the meeting at Step Two.

### **Step Three:**

If the grievance is not satisfactorily settled at Step Two, the Union may refer the grievance to the Chief Administrative Officer at Step Three within (10) working days from receiving the Step Two response. The Chief Administrative Officer shall arrange a meeting within six (6) calendar days. The Chief Administrative Officer shall reply in writing to the Union within ten (10) working days from the date of the meeting at Step Three.

### **Step Four:**

If the parties are not satisfied with the response at Step Three, the grieving party may give written notice of arbitration to the other within ten (10) working days of receipt of the Step Three response.

### **Policy Grievance**

Where a dispute involving a question of general application or general interpretation of this Agreement occurs, the Employer has a grievance, or a grievance on discharge, layoff or recall occurs, such grievances may be processed commencing at Step 3.

Where a stipulated time is mentioned in Steps One to Four, the time may be extended only by mutual consent of the parties.

### **Arbitration**

- (a) A single Arbitrator, if acceptable to both parties, shall hear the grievance referred to arbitration. Either party shall notify the other, in writing, of the question(s) to be arbitrated and the parties shall select a mutually agreeable arbitrator. Should the parties fail to select an arbitrator either party may request the assistance of the Minister of Labour of the Province of British Columbia in appointing an arbitrator(s). The expenses and compensation of the Arbitrator shall be shared equally between the parties. The decision of the arbitrator shall be final and binding on the parties.
- (b) In the event the Arbitrator finds that an *Employee* has been dismissed or suspended for other than proper cause, the Arbitrator may direct the Employer to reinstate the *Employee* and pay to the *Employee* a sum equal to his or her wages or salary lost by reason of such suspension or discharge or such lesser sum as in the opinion of the Arbitrator is fair and reasonable or make such other order as it considers fair and reasonable, having regard to the terms of the Collective Agreement between the parties.

## ARTICLE 9 - SENIORITY

### (a) **Seniority Defined**

Seniority applies to service in the bargaining unit pursuant to the applicable provisions of this Agreement.

### (b) **Seniority List**

The Employer shall maintain a seniority list showing each *Employee's* seniority. An up-to-date seniority list shall be sent to the Union in an electronic format each January and July.

### (c) **Probation Period**

All newly hired *Regular Employees* and *Time Duration Employees* shall serve an initial probation period for the first nine hundred and sixty (960) hours they actually work [eight hundred and forty (840) hours for *Employees* who work thirty-five (35) hours per week] to determine suitability for continued employment, in the opinion of the Employer.

- (i) The Employer and the Union may, at the request of either party, mutually agree to extend any *Employee's* probation period by up to an additional four hundred and eighty (480) hours [or up to four hundred and twenty (420) hours, as applicable] when circumstances warrant. Neither party shall unreasonably refuse to grant an extension under this clause.
- (ii) *Time Duration Employees*, who have not successfully completed probation at the time they are appointed, to a regular position or another time duration position must complete their probation after being so appointed. In addition they are concurrently covered by the trial period provisions of Article 10(c). *Time Duration Employees*, who have a break in service of longer than ninety (90) calendar days prior to being appointed to a regular position or another time duration position must complete a full probationary period after being so appointed.
- (iii) *Casual Employees* who are appointed to either a time duration position or a regular position shall serve probation after being so appointed. After successfully completing probation, they shall have "start date" seniority based upon their initial date of their appointment as a *Time Duration Employee* or *Regular Employee*, as applicable.

**(d) Probationary Employees**

Seniority shall apply after successful completion of probation subject to the applicable provisions of this Agreement.

**(e) Loss of Seniority**

An *Employee* shall not lose his seniority rights if he is absent from work because of sickness, accident, layoff or leave of absence provided by the Employer.

**(f) An Employee shall only lose his seniority in the event:**

- (i) He is discharged for just cause and not reinstated;
- (ii) He resigns;
- (iii) He is absent from work without sufficient cause or without notifying the Employer when such notice is reasonably possible;
- (iv) He fails to return to work within seven (7) calendar days following a layoff and after being notified to do so, unless through sickness or other just cause. It shall be the responsibility of the *Employee* to keep the Employer informed of his current address;
- (v) He is laid off for a period of six (6) months if he has less than one (1) year non-consecutive accumulated service or he is laid off for a period of one (1) year if he has more than one (1) year non-consecutive accumulated service.

**(g)** Loss of seniority shall mean loss of all rights as an *Employee*.

**(h) Transfer Outside Bargaining Unit**

No *Employee* shall be transferred to a permanent position outside the bargaining unit without his consent. It is understood and agreed that an *Employee* who consents to transfer, for any reason, to a position which he knows to be outside the bargaining unit, shall not then initiate proceedings to have that position included in the bargaining unit.



## **ARTICLE 10 - PROMOTIONS AND STAFF CHANGES**

### **(a) Job Postings**

- (i) It is agreed and understood, where vacancies exist or new positions are created, notice thereof will be posted on the Bulletin Boards and a copy provided to the Unit Chair and an electronic copy to the local union. A posting shall be for a minimum of seven (7) calendar days to a maximum of fourteen (14) calendar days, before the appointment is made. Such postings and notices are to contain the following information: a description of the position, the employment status of the position, required ability, wage rate or salary range and closing date. The initial hours of work shall be contained in the posting for informational purposes only, subject to change.
- (ii) Any vacancy longer than ninety (90) calendar days shall be posted if it is known in advance.
- (iii) The Employer shall fill posted vacancies as soon as operationally possible after the posting period expires.
- (iv) The Employer may advertise vacancies externally, coincidental with posting internally.
- (v) *Employees* who wish to be considered for a particular vacancy in an on-going regular full-time position that might be posted during their vacation time off, shall make their desire known, in writing to the Chief Administrative Officer or delegate prior to leaving on their vacation, stating the particular on-going regular full-time vacancy for which they wish to be considered. It will be the *Employee's* responsibility to notify the Employer if they wish to be considered under this Section (v) each time they go off on vacation (i.e. previous notifications will not apply).

### **(b) Method of Making Appointments**

In making promotions and transfers, the posted required knowledge, ability and skills for the position as outlined in the agreed to job description between the parties shall be the primary consideration, and where two or more applicants are equally capable of fulfilling the duties of the position, seniority, as defined in the Agreement, shall be the determining factor; however, it is understood that, in all instances, present *Employees* shall be given preference when suitably qualified.

**(c) Trial Period**

- (i) When, for any reason, a *Regular Employee* or a *Time Duration Employee* is placed in a different regular or time duration position, as applicable, the *Employee* shall be familiarized in such new position.
- (ii) When, for any reason, a *Regular Employee* or a *Time Duration Employee* is placed in a different regular or time duration position, as applicable, the *Employee* shall also be on trial for up to four hundred and eighty (480) straight-time hours (not overtime) actually worked [four hundred and twenty (420) straight-time hours for *Employees* who work or who average thirty-five (35) hours per week], in order to prove satisfactory in the new position. If during this trial period the Employer finds the *Employee* unsatisfactory, or the *Employee* wishes to return to his/her former position, the *Employee* shall return to his/her previous regular position and wage rate without loss of seniority, and all other *Employees* who are affected shall be returned to their former positions and wages rates, without loss of seniority (it is understood in this eventuality that *Time Duration Employees* and *Casual Employees* who were promoted as a result of the original staff change shall return to their former *Time Duration* or *Casual Employee* status, as applicable).

**(d) Resignation**

An *Employee* shall be required to give not less than 2 weeks notice of his intention to resign, whenever possible.

**(e) Dismissal**

Any *Employee* may, for proper cause, be dismissed without notice, and subject to Statutory Regulations, may be deprived of benefits that he would otherwise receive on retirement or, at the discretion of the Employer, may receive such notice and benefits as the Employer may authorize, provided, however, that any *Employee* so dismissed shall have the right to grieve (Article 8).

**(f) Notification to Union**

- (i) The Union shall be notified of the full name, position and employment status (i.e. full-time, part-time, time duration, casual etc.), start date and work location of all employees hired into the bargaining unit prior to their first day of employment or as soon as practical thereafter.
- (ii) The Employer agrees to notify the Union, in writing, when an *Employee* covered by the Agreement is hired, promoted, demoted, transferred, laid-off, recalled, or is disciplined, suspended or their employment is terminated.

## **ARTICLE 11 - LAYOFFS RECALL PROCEDURES AND SEVERANCE PAY**

### **(a) Definition of Layoff**

A layoff shall be defined as a reduction in the work force, or a reduction in the hours of work.

### **(b) Advance Notice of Layoff**

Unless legislation is more favourable to the *Employees*, the Employer shall notify *Regular Employees*, who are to be laid off, ten (10) working days prior to the effective date of layoff, or awarded pay in lieu thereof. If the *Employee* laid off has not had the opportunity to work ten (10) full days after notice of layoff, he shall be paid in lieu of work for that part of ten (10) days during which work was not available.

It is agreed that the Employer may give layoff notice upon the recall of an *Employee* if it is known at that time when their assignment will be completed. The Employer may extend the notice of layoff providing they maintain a minimum notice period as defined in the previous paragraph, but in no case may the notice of layoff be shortened.

### **(c) No new Employees**

If an *Employee* who has been laid off is qualified for a position, he shall have an opportunity for re-employment before a new *Employee* is hired for the position.

### **(d) Layoff and Recall Procedure**

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, *Employees* within the classification in which the Employer determines the reductions will occur shall be laid off in the reverse order of their seniority. *Employees* shall be recalled in the order of their seniority, providing they are qualified to do the work.

Upon written notification, an *Employee* subject to layoff or an *Employee* who is bumped under this clause, may displace an *Employee* with less seniority in any classification providing he is capable of doing the job of the *Employee* he is displacing.

If an *Employee* bumps into another classification, the *Employee* who bumps into another classification shall be paid the wages for that classification.

*Employees* shall have the right to refuse recall to a part time position without loss of future recall rights. Should an *Employee* chose to return to a part time position they shall be offered any arising fulltime vacancy they would have been recalled to had they remained on the recall list.

A *Regular Employee* who has received written notice of layoff shall, within five (5) calendar days, elect to exercise his seniority rights for bumping purposes, or accept layoff.

If the *Employee* accepts layoff, he shall within thirty (30) calendar days from the effective day of layoff, elect to either retain seniority rights of layoff and recall or accept severance pay.

Upon acceptance of severance pay, all seniority rights and rights of recall under the Agreement are terminated; or upon acceptance of retention of seniority rights of layoff and recall, all rights to severance pay under these provisions are terminated.

Entitlement to, and severance pay for each *Regular Employee* will be as follows:

- (i) Three (3) days pay for each year of service up to and including five (5) years of service;
- (ii) Five (5) days pay for each year of service after six (6) years of service;
- (iii) The maximum number of days pay for severance will be ninety (90) days pay.

Part time service shall be calculated on a pro-rated basis. Salary upon which severance pay is calculated shall be based on the *Employee's* salary at the effective date of his or her termination.

## **ARTICLE 12 - HOURS OF WORK**

### **Section 1 - Hours of Work**

- (a) The regular hours of work for inside *Employees* of the Employer shall be seven (7) hours per day, 8:30 a.m. – 4:30 p.m., with one (1) hour off for lunch, Monday through Friday inclusive. Payment for overtime worked shall be in accordance with Article 12, Section 2 (a) to (h) of this Agreement and shall be paid when an inside *Employee* is required to work in excess of seven (7) hours in the regular work day, or thirty-five (35) hours in the regular work week, or for the work performed on their regular days of rest.

Inside *Employees* are allowed to work irregular hours between 7:30 a.m. and 5:00 p.m. upon mutual agreement of the Employer and the Union.

- (b) The regular hours of work for outside *Employees* shall be eight (8) hours per day, 7:00 a.m. - 3:30 p.m., with one half hour (1/2) hour off for lunch, Monday through Friday inclusive. All *Employees* required to work in excess of eight (8) hours per day or forty (40) hours per week shall receive overtime rates of pay as provided in this Agreement.
- (c) The Employer shall have the right to establish regular shifts other than the regular day shift. Any *Employee* required to work a shift, except emergencies, other than the shift posted on the schedule, shall receive forty-eight (48) hours notice of change of shift.
- (d) Notwithstanding Article 12 Section 1 (c) above where “Road Patrol” duties are required for winter operations, only the one person designated for “Road Patrol” shall receive twelve (12) hours notice of change of shift.
- (e) It shall be the duty of all *Employees* to report to work on each and every workday, at the prescribed hours, as set out in the hours of work schedule posted. Failure of *Employees* to comply with the provisions of the clause will result in disciplinary action by the Employer; provided, however, that where an *Employee* is unable to report personally because of sickness, he will notify his immediate superior or some other official of the Employer, by telephone, prior to the commencement of the working day, if possible.
- (f) Where an *Employee* reports for a shift and no work is available, such *Employee* shall be paid for a minimum of two (2) hours; and, in the event the *Employee* commences work, a minimum of four (4) hours shall be paid.
- (g) *Employees* who work a shift comprising of more than five (5) consecutive straight-time hours actually worked shall be entitled to two (2) fifteen (15) minute coffee breaks – one (1) in the first half of his/her shift, the other in the second half of the shift.
- (h) **Shift Differential**

*Employees* working between the hours of 10:00 pm and 5:00 am shall receive a premium of fifty cents per hour for all hours worked between those times.

## **Section 2 - Overtime Rates**

### **(a) Definition of a Day and a Week**

For the purpose of computing overtime pay, the end of the day shall be midnight and the end of the week shall be 12:00 midnight on Sunday. This definition of a week is not intended to alter in any way the definition of the work week in Section 1 (a) and (b) of this Article (12).

- (b) All overtime shall be on a voluntary basis, except when required by the Employer to address emergency situations that require immediate attention.
- (c) Every effort will be made to distribute overtime and call out time on an equitable basis among *Employees* who are willing and qualified to perform the available work.
- (d) All work in excess of the standard work day (i.e. 7 or 8 hours) or the standard work week (35 or 40 hours), as the case may be, shall be paid for at double time (2X).
- (e) Any *Employee* who is called to work from his residence outside of his regular scheduled working hours shall be considered to have been called out and shall receive overtime rates of pay, as provided in Article 12, Section 2 (d) of this Agreement, or a minimum of two (2) hours of pay at overtime rates of pay, whichever is greater. Time worked shall be computed from the time he reports to work until he is instructed to cease work.
- (f) Where an *Employee* is required to work on a Statutory Holiday, such *Employee* shall be compensated by the payment of double time (2X) the regular hourly rate for the hours worked, exclusive of any regular pay to which the *Employee* may be entitled by the provisions of this Agreement.

### **(g) Standby Pay**

*Regular Employees* who are authorized by their immediate supervisor to standby for extra duty, and who are qualified to do the work required, shall be paid on the following basis:

- (i) Two (2) hours' pay for sixteen (16) non-working hours on a weekday. Standby shall be calculated from 4:30 p.m. of the first (1<sup>st</sup>) day to 7:30 a.m. of the following day.
- (ii) To be paid the equivalent of four (4) hours' pay of their base rate for each twenty-four (24) hour period on weekends and statutory holidays. If an *Employee* on standby during this period is called out, they shall be paid at overtime rates for the actual hours worked. Weekend and statutory holidays'

standby shall be calculated from 7:30 a.m. of the first (1<sup>st</sup>) day to 7:30 a.m. of the second (2<sup>nd</sup>) day.

- (iii) It is agreed that standby time shall be equally distributed among the *Regular Employees* who are qualified and willing to perform the duties.

### **Section 3 - Special Instances When Overtime Rates Shall Apply**

#### **(a) Work Prior to Normal Hours**

If an *Employee* is required by notice, whether orally or in writing, given on the same day, to report to work earlier than the normal hour of commencing his day's work and he continues to work his shift for that day, then the time so worked prior to his regular hours shall be paid at the overtime rate.

#### **(b) Work After Normal Hours**

If time worked extends without interruption beyond the end of the day or week, then the time so worked shall not be considered as part of the new day or week, but shall be continuous with the time worked prior to the end of the day or week.

### **Section 4 – Banked Overtime**

The *Employee* shall be given the option of taking time off in lieu of overtime to a maximum of one hundred and twenty (120) hours [one hundred and five (105) hours in the case of *Employees* who work thirty-five (35) hours per week] per calendar year. Such time off shall be taken at a mutually agreed time, but shall normally be taken at slack periods. *Employees* shall declare in writing his preference of pay or overtime in lieu. Overtime in lieu may be taken in the year it is earned or up to the end of the following year. Any unused time shall then be paid out in cash, at the rate at which it was earned.

Employee requests to use banked overtime will receive a reply from the Employer as soon as reasonably possible and will not be unreasonably denied.

### **Section 5 – Externally Funded Emergencies**

In the case of emergencies:

- (i) which will result in overtime work being performed by an *Employee* , and
- (ii) for which the Employer receives compensation from the Emergency Management BC, or equivalent.

The compensation associated with the overtime work performed will be paid out in the next pay period at the applicable rate [i.e., the *Employee(s)* cannot bank the overtime compensation in order to be taken as time off (banked overtime) at a later date]. Overtime not subject to compensation by the Provincial Emergency Program is unaffected and is covered by the applicable provisions of Article 12 Section (4) above.

## ARTICLE 13 - HOLIDAYS

### Section 1

- (a) All *Employees* of the Employer, save those off on unpaid leave in excess of fourteen (14) consecutive calendar days, shall be granted payment for all Statutory Holidays and for any day, which the Council of the Employer may declare a public holiday.

New *Employees*, in their first thirty (30) calendar days of service with the Employer, will be paid, prorated, for the holiday based on the percentage of full time hours they have worked in the thirty (30) calendar days prior to the holiday.

Except as otherwise set out in this Collective Agreement, pay for a statutory holiday will be prorated by the result of dividing the wages earned by the Employee within the thirty (30) consecutive days preceding the statutory holiday, less any amounts earned for overtime, by the wages that the Employee would have earned had he or she worked full-time hours during the same period.

- (b) In the interpretation of this Article, the following are the statutory holidays, which shall apply:

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

and any other general holiday proclaimed by the Federal, Provincial or Municipal government.

- (c) When any of the above noted statutory or general holidays fall on Saturday or Sunday and are not proclaimed as being observed some other day, the following Monday, when one day is involved, or the following Monday and Tuesday, when two days are involved, shall be deemed as holidays for the purpose of the Agreement, unless some other arrangements are made by mutual agreement.



## Section 2

When Statutory Holidays or public holidays declared by the Council of the Employer occur while an *Employee* is on annual holiday, extra days in lieu of such holidays shall be granted.

## ARTICLE 14 - ANNUAL VACATIONS

### Section 1

Paid annual vacations for all *Regular Full-Time Employees* and *Regular Part-Time Employees* who normally and regularly work twenty-one (21) hours or more per week shall be as follows:

VACATION ENTITLEMENT: In Hours – Paid at Employees Regular Rate of Pay			
YEARS OF CALENDAR SERVICE	40 HOUR WORK WEEK	35 HOUR WORK WEEK	% OF ANNUAL GROSS EARNINGS
1 <sup>st</sup> PART YEAR 1 NOTE: 1	120	105	6
2 – 5 NOTE: 2	120	105	6
6 – 10	160	140	8
11 – 15	200	175	10
16	208	182	10
17	216	189	10
18	224	196	11
19	232	203	11
20+	240	210	12

#### NOTE: 1

Vacation hours will be a prorated entitlement based on the percentage of annual full-time hours worked. Entitlement will be credited at time of hire.

#### NOTE: 2

Employees in their second calendar year of continuous service and all subsequent calendar years of continuous service will be credited for that year's vacation entitlement on January 1<sup>st</sup> of each year.

#### NOTE: 3

Employees will be paid the vacation hours or the percentage of annual gross earnings, whichever is greater (see above table).

- (a) *Regular Part-Time Employees* who are normally and regularly scheduled to work more than twenty-one (21) hours per week shall have the above hourly equivalents prorated in proportion to the percentage (%) of the applicable full-time hours that each such *Employee* normally and regularly works at straight time.
- (b) For purposes of this Article 14, "continuous service" includes the following:
- (i) All service since a *Regular Employee's* last date of hire as a *Regular Employee*.
  - (ii) A *Regular Employee*, who was employed as a *Time Duration Employee* immediately prior to his/her appointment to a regular position and who receives his/her regular appointment without any break in service, shall be credited with his/her continuous service as a *Time Duration Employee* (i.e. the *Employee* shall, for vacation purposes, be credited with his/her immediately occurring continuous service as a *Time Duration Employee*, provided there is no break in such time duration service).
  - (iii) Paid vacation time off, paid statutory holiday time off, paid sick leave, and all time spent on other paid leaves (when the *Employee* continues to be paid by the Employer, including Union leave when the Union reimburses the Employer's cost).
  - (iv) Unpaid leave of longer than thirty (30) consecutive calendar days duration, irrespective of type, is not included as service for purposes of this Article (14). The *Employee* in question retains all continuous service for vacation purposes which the *Employee* earned prior to going on the unpaid leave, provided that he/she immediately returns to work at the end of the approved leave period.
  - (v) Time spent on an approved Workers' Compensation Wage Loss Claim is included as service for purposes of current year's vacation (no proration of current year's vacation entitlement shall apply). Time spent on an approved Workers' Compensation Wage Loss Claim is also included as service for purposes of future vacation entitlements, provided the *Employee* returns to work following such claim.
  - (vi) Time spent on an approved Long Term Disability (LTD) claim is not included as service for purposes of an *Employee's* current year's vacation (i.e. a prorated current year's vacation entitlement shall apply). Time spent on an approved LTD claim of two (2) years or less duration is included as service for purposes of future vacation entitlements, provided the *Employee* returns to work within the required two (2) year period. In addition, the *Employee* in question, returns to work within the required two (2) year period, retains all

continuous service for vacation purposes which the *Employee* earned prior to going on LTD.

- (vii) Time spent on an approved LTD claim of longer than up to two (2) years duration is not included as service for purposes of this Article (14). An *Employee* who returns to work from LTD after the above two (2) year period also retains all continuous service earned for vacation purposes which the *Employee* earned prior to going on LTD.
- (viii) Time spent on layoff for longer than thirty (30) consecutive calendar days is not included as service for purposes of current year vacation or for purposes of future vacation entitlements after the *Employee* is recalled to regular employment. An *Employee* who returns to work from layoff during his seniority retention (recall) period, retains all continuous service for vacation purposes which the *Employee* earned prior to going on layoff.
- (c) When a Statutory Holiday falls or is observed during an *Employee's* annual vacation, he or she shall be granted an additional day's vacation for each Statutory Holiday in addition to his or her regular vacation time.
- (d) Upon the *Employee's* termination or retirement, *Employees* shall be obligated to repay to the Employer from their final pay, any unearned vacation pay previously paid to them by the Employer.
- (e) *Probationary Employees* are entitled to take vacation only in exceptional circumstances and with the prior approval of the Employer.
- (f) *Employees* who are entitled to one hundred and sixty (160) hours or more vacation in any year [one hundred and forty (140) hours or more in the case of *Employees* who work thirty-five (35) hours per week] may carry over a maximum of eighty (80) hours or a maximum of seventy (70) hours of such entitlement, as applicable, provided:
  - (i) All carried-over vacation time may only be taken at a time that is mutually agreeable to the Employer and the *Employee* involved.
  - (ii) Any carried-over vacation time that is not taken by December 31<sup>st</sup> of the calendar year following the calendar year in which it is earned, shall be paid out at the rate at which it was earned.
- (g) The calculation of any *Employee's* vacation pay as a percentage of the *Employee's* annual gross earnings shall be done during the month of January of the following year based on the twenty-six (26) prior consecutive pay periods.
- (h) The vacation entitlement is based on the anniversary date of the *Employee*.

- (i) The Employer will maintain the Employee's current vacation entitlement on each payroll statement.

## **Section 2**

### **Scheduling of Vacation Periods**

- (a) *Employees* shall have preference for vacation times based on seniority, provided the *Employee* applies to his immediate supervisor before March 1<sup>st</sup> in each year and subject to vacations being taken when quantity, regularity and disruption of work will be least impaired as determined by the Employer. The Employer shall notify *Employees* regarding the outcome of such vacation requests, in writing, by March 31<sup>st</sup>.
- (b) Vacations applied for after March 1<sup>st</sup> will be approved, subject to the time being available. The Employer shall notify *Employees* regarding the outcome of such vacation requests, in writing, by March 31<sup>st</sup> or within fourteen (14) calendar days of receiving the request, whichever comes later.

## **ARTICLE 15 - SICK LEAVE**

### **(a) Sick Leave**

*Employees* in their second calendar year of continuous service and all subsequent calendar years of continuous service will be credited for that year's sick leave entitlement on January 1<sup>st</sup> of each year.

When an employee with at least ten (10) years' service retires with fifty percent (50%) of the maximum sick leave bank accrual, said employee will receive a payout of five (5) days pay at their regular rate of pay.

Upon the *Employee's* termination or retirement, *Employees* shall be obligated to repay to the Employer from their final pay, any unearned sick leave pay previously paid to them by the Employer.

- (i) For every month of completed service, *Regular Employees* and *Time Duration Employees*, who normally and regularly work twenty-one (21) hours or more per week, shall be granted sick leave as follows:
- Eligible *Employees* who work full-time hours in the month: twelve (12) hours of sick leave; [ten and one-half (10.5) hours in the case of *Employees* who work thirty-five (35) hours per week].

- Eligible *Employees* who do not work full-time hours in the month shall be granted sick leave based upon the above entitlements prorated in proportion to the percentage (%) of the applicable full-time hours each such *Employee* normally and regularly works at straight time.
- (ii) *Employees* are also eligible to use their annual sick leave entitlement to attend doctor and/or dentist appointments at times they would otherwise be scheduled to work, provided they have done everything reasonably possible to schedule the applicable appointment on their rest days off (or lieu days off) or they have done everything reasonably possible to schedule such appointment at the end of their shift, so as to minimize the effect of the absence on operations. In addition, the amount of time taken away from work must be kept to the minimum time necessary to attend the appointment, plus travel (as is reasonable); and the *Employee* must return to work after being so absent, when required to do so by the Employer. Failure to meet the conditions of this subsection (ii) may result in sick leave being denied.
- (iii) New start *Regular Employees* shall be credited with their first monthly earned sick leave entitlement at the end of the month following the month in which they were hired. Thereafter, they may use sick leave they have to their credit even though they are on probation.
- (iv) Eligible *Regular Employees* shall be entitled to accrue all unused sick leave entitlement for their future use, up to a maximum that the current District benefit provider requires for the long term disability waiting period: currently 180 days.

Should the District change benefit providers and the maximum sick leave accrual drop, *Employees* that have accumulated more than the new provider requires may retain their banked sick leave hours, however once they drop to the new provider's waiting period requirement, they shall retain that as their new maximum.

- (v) Eligible *Employees* shall earn sick leave during paid vacation time off, paid statutory holiday time off, when they are on paid sick leave and all time spent on other paid leaves (when the *Employee* continues to be paid by the Employer, including Union leave when the Union reimburses the Employer's cost). They shall continue to earn sick leave while on WorkSafe BC Wage Loss Claims, but they shall not earn sick leave while on Long Term Disability, while they are on layoff, and during unpaid leaves.
- (b) **Medical Information**
- (i) A medical note may be requested by the Employer as proof of sickness after two (2) consecutive day's absence. Such request will be made, where

possible, when the *Employee* reports sick during his period of illness or on his first day back. The cost of such note will be borne by the *Employee*.

- (ii) A medical certificate or request for information may be required by the Employer when facilitating a return to work program or otherwise accommodating the needs of the *Employee* as a result of injury or sickness. The cost of such a certificate or request for information will be borne by the Employer.
- (c) *Employees* shall notify the Employer during the first two (2) working hours of the day or before the work shift commences that sick leave is being used, if reasonably possible.
- (d) Proven abuse of sick leave shall be deemed cause for suspension or dismissal.
- (e) Upon return to work after sick leave, an *Employee* shall complete a time sheet for the period covered by sick leave showing the number of days involved.
- (f) It is agreed that thirty-five percent (35%) of an *Employees'* accumulated sick leave shall be paid out to an *Employees'* beneficiary in the event of his death while on the Employer's payroll.
- (g) *Employees* who are off on sick leave and have used up all current and accumulated sick leaves, shall continue on the payroll under the heading of "Leave of Absence Without Pay", for a maximum of twenty (20) working days. Further leave of absence without pay may be granted at the sole discretion of the Employer, upon written request. These written requests will be acknowledged in writing. If no written request is received by the Employer within the previously mentioned twenty (20) work days from such an *Employee* explaining his or her condition, the *Employee's* service may be terminated unless the expected duration of the absence has otherwise been made known to the Employer.
- (h) **Family Illness**

When no one at home other than the *Employee* can provide for the needs of an immediate member of his/her family who also resides in the *Employee's* home, an *Employee* shall be entitled, after notifying his supervisor, to use a maximum of five (5) accumulated sick leave days per year to care for the member of the family who is ill. The Employer may request a Doctor's note where family illness sick leave is used.

- (i) **Sick Leave Reimbursement**

An *Employee* who has received paid sick leave or paid extended sick leave for injuries caused by a third party shall be obliged in the event such *Employee*

undertakes an action or makes a claim for recovery of damages against the third party, to seek recovery of the cost of continuation of wages and benefits, and shall be obliged to reimburse the Employer to the extent the *Employee* succeeds in recovering lost wages and benefits less the proportionate cost of legal fees. The Employer shall reimburse the sick leave and/or extended leave bank the amount of money paid out of sick leave on the *Employee's* behalf in proportion to the total amount of money recovered. Without limiting the foregoing, this provision includes actions or claims made to ICBC.

## **ARTICLE 16 - LEAVE OF ABSENCE**

### **(a) For Union Business**

Representatives of the Union shall not suffer any loss of pay when required by the Employer to leave their employment temporarily in order to carry on negotiations with the Employer or with respect to grievance.

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

### **(b) Leave for Union Duties**

It is agreed that official representatives of the Union may be granted leave of absence without pay, to attend Union conventions or perform any other function on behalf of the Union and its affiliation, provided that not more than two (2) Union representatives shall be away at any one time for a period of not more than five (5) working days. Such leave of absence shall not affect the *Employee's* seniority and/or benefits contained in this Agreement.

### **(c) Leave of Absence for Full Time Union or Public Duties**

- (i) The Employer recognizes the right of an *Employee* to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence of up to three (3) months without loss of benefits provided the *Employee* pays both the Employer and *Employee's* share of benefits, so that the *Employee* may be a candidate in federal, provincial or municipal elections.
- (ii) An *Employee* who is elected or selected for a full time position with the Union, or any labour body with which the Union is affiliated, shall be granted

leave of absence without loss of seniority for a period of one year. Such leave shall be renewed each year, on request during his/her term of office.

(d) **Bereavement Leave**

- (i) Regular full time *Employees* and *Regular Part-Time Employees* who are normally and regularly scheduled to work twenty-one (21) hours or more per week shall be granted paid bereavement leave of forty (40) hours – maximum of eight (8) hours per day taken [a maximum of thirty-five (35) hours – seven (7) hours for each day taken in the case of *Employees* who work or who average thirty-five (35) hours per week] in the case of death of a spouse (including common-law spouse), child, sister, brother, mother, father, grandparent, grandchild or legal guardian.
- (ii) *Employees* who are covered by clause (i) above, may utilize some or all of their paid bereavement leave entitlement when a member of their immediate family, as named therein, is critically ill or critically injured. It is understood by so doing that the *Employee* is reducing the amount of paid bereavement leave that will be available in the event of death of that particular relative as a result of such critical illness or injury.
- (iii) *Regular Full-Time Employees* and *Regular Part-Time Employees* who are normally and regularly scheduled to work more than twenty-one (21) hours per week shall be granted paid bereavement leave of twenty-four (24) hours – maximum of eight (8) hours per day taken [twenty-one (21) hours – seven (7) hours for each day taken in the case of *Employees* who work or who average thirty-five (35) hours per week] in the case of death of a mother-in-law, father-in-law, brother-in-law or sister-in-law.
- (iv) For *Regular Part-Time Employees* who are normally and regularly scheduled to work more than twenty-one (21) hours per week, the above bereavement leave entitlements shall be prorated in proportion to the percentage (%) of the applicable full-time hours each such *Employee* normally and regularly works at straight time.

(e) **Mourner's Leave**

One-half ( $\frac{1}{2}$ ) days leave may be granted without loss of salary or wages to attend a funeral as a pall bearer or mourner, provided the *Employee* has the approval for such leave from their Supervisor or Department Head.

(f) **Approved Leave of Absence During Vacation**

Where an *Employee* qualifies for sick leave, for bereavement or any other approved leave during his period of vacation, there shall be no deduction from



vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date.

**(g) Jury or Court Duty Leave**

The Employer shall grant leave of absence without pay, but without loss of seniority and benefits to an *Employee* who serves as juror or witness in any court. Time spent by an *Employee* required to serve as a court witness on behalf of the *Employer* in any matter arising out of his employment, shall be considered as time worked at the appropriate rate of pay.

**(h) General Leave**

The Employer may grant leave of absence without pay and without loss of seniority to any *Employee* requesting such leave for good and sufficient cause, such leave to be requested in writing and approved by the Employer. Such approval shall not be withheld unreasonably.

**(i) Maternity, Parental and Adoption Leave**

**1. Length of Leave**

**(i) Birth Mother**

A pregnant *Employee* shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to thirty-five (35) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave. In the event the birth mother dies or is totally disabled, an *Employee* who is the father of the child shall be entitled to both maternity and parental leave without pay.

**(ii) Birth Father**

An *Employee* who is the birth father, shall be entitled to up to thirty-seven (37) consecutive weeks of parental leave without pay. The *Employee* shall take the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the *Employee*.

**(iii) Paternity Leave**

*Employees* shall be entitled to one (1) working day with pay upon the birth or adoption of a child. The one (1) day shall be deducted from the accumulated sick leave of the *Employee*.

(iv) Adoptive Parent

An *Employee* who is the adoptive father or the adoptive mother shall be entitled to up to seventeen (17) consecutive weeks of adoption leave without pay.

In addition, an *Employee* who is the adoptive father or the adoptive mother shall be entitled to up to thirty-seven (37) consecutive weeks of parental leave. An *Employee* shall take the parental leave within fifty-two (52) weeks of the date the child comes within the care and custody of the *Employee*.

(v) Extensions – Special Circumstances

An *Employee* shall be entitled to extend maternity leave without pay where a physician certifies the *Employee* as unable to return to work for medical reasons related to the birth or because the child suffers medical complications.

An *Employee* shall be entitled to extend the adoption leave by up to an additional five (5) consecutive weeks' leave without pay where the child, before coming into the *Employee's* care and custody, is certified as suffering from a physical, psychological or emotional condition.

(vi) Maximum Allowable Leave

It is understood that the maximum allowable leave or combination of leave entitlements pursuant to this Article shall be fifty-two (52) continuous weeks.

## **2. Notice Requirements and Commencement of Leave**

- (i) An *Employee* who requests adoption or parental leave may be required to provide proof of adoption or birth of the child.
- (ii) 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.
- (iii) The Employer may require a pregnant *Employee* to commence maternity leave where the duties of the *Employee* cannot reasonably be performed because of the pregnancy. In such cases the *Employee's* previously scheduled leave period will not be affected.
- (iv) An *Employee* on maternity leave, adoption or parental leave shall provide four (4) weeks' notice prior to the date the *Employee* intends to return to work.

- (v) 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.
- (vi) 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.

### **3. Return to Work**

On resuming employment, an *Employee* shall be reinstated to their previous position or a comparable position if their previous position has been eliminated, and for the purposes of pay increments and benefits, referenced in Section 5 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, which is unpaid.

### **4. Sick Leave**

- (i) An *Employee* who suffers any illness or disability prior to commencing maternity leave shall be entitled to sick leave benefits.
- (ii) An *Employee*, while on maternity leave, adoption leave or parental leave, shall not be entitled to sick leave benefits during the period of leave.
- (iii) Notwithstanding paragraph 4 (ii), an *Employee* on maternity leave, adoption leave or parental leave who has notified the Employer of their intention to return to work pursuant to Articles 2 (iv) and 2 (v), 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.

### **5. Benefits**

- (i) MSP, dental, EHB and Group Life Insurance benefits shall continue uninterrupted during the period of time the *Employee* is on maternity, adoption and/or parental leave, and the *Employee* shall make arrangements prior to commencing the leave to pay their share of the benefit premiums for that period where the premiums are cost-shared.

- (ii) Pension contributions will cease during the period of the leave unless the *Employee* makes arrangements prior to commencing the leave to pay the contributions pursuant to the provisions of the Municipal Pension Plan.

(j) **Domestic Violence Leave of Absence**

Employees shall be entitled to Domestic Violence Leave of Absence per the BC Employment Standards Act (ESA).

During said leave the employee shall maintain seniority per the Collective Agreement and shall have the option of maintaining their benefits, at the Employee's expense, per the Collective Agreement.

**ARTICLE 17 - PAYMENT OF WAGES AND ALLOWANCES**

(a) **Paydays**

The Employer shall pay salaries and wages bi-weekly. Each pay day *Employees* shall be provided with an itemized statement of their wages and deductions.

(b) **Equal Pay for Equal Work**

The principle of equal pay for equal work shall apply, regardless of sex.

(c) **Pay During Temporary Transfers**

- (i) When an *Employee* temporarily substitutes in, or performs the principle duties of a higher paying position for more than one (1) hour, he shall receive the rate for the job. When an *Employee* is assigned to a position paying a lower rate, such *Employees* shall incur no reduction in pay.
- (ii) When an *Employee* in the bargaining unit accepts an appointment by the Employer temporarily to work in an excluded position, the *Employee* shall be paid his/her regular rate of pay, plus ten percent (10%) of the regular rate of pay of the excluded position, while performing the duties of the excluded position. Bargaining unit *Employees* who temporarily work in an excluded position shall not be personally required to discipline bargaining unit *Employees* but they are required to notify the Employer of disciplinary situations that arise involving bargaining unit *Employees* so that appropriate discipline can be taken. They may also be involved (have input into) the hiring of new bargaining unit *Employees*, although they will not be expected to make final hiring decisions.

(d) **Educational Allowances**

If requested by the Employer, the Employer shall pay full costs of any course of instruction required by the Employer for an *Employee* to better qualify himself to perform his job. *Employees* will be paid as time worked for all hours of any instruction required by the Employer as per the Collective Agreement.

If requested by the *Employee*, the cost of any job related course of instruction that has been approved at the discretion of the Employer shall be reimbursed upon successful completion of the course.

(e) **Professional Fees and Licences**

The Employer shall pay professional or association fees for any *Employee* who is required by the Employer to be a member.

(f) **Mileage Allowance**

The mileage allowance paid under this Agreement shall be in accordance with the rate established by the Canada Revenue Agency.

As conditions of employment, the Employer does not require *Employees* to own a vehicle. When transportation is required, the Employer may provide the *Employee* the use of a vehicle. The *Employee* may, with the approval of the Employer, elect to use his own car at the approved mileage rate. If mutually agreed, for certain positions, the *Employee* may be asked to provide his own transportation.

Where an *Employee* while performing assigned duties is involved in an accident in their personal vehicle and where permission has been obtained beforehand from the Employer for the use of their personal vehicle and, further that the accident is not the fault of the *Employee*, then the employer will reimburse the deductible.

(g) **Payment for Supply of Meals**

An *Employee* required to work more than two (2) hours of overtime shall be provided with a meal allowance of eight dollars (\$8.00)/day.

(h) **Retirement Allowance**

An allowance equal to fifteen (15) days pay upon retirement at fifty-five (55) years or older (subject to amendments of the Municipal Pension Plan Act) after a minimum twenty (20) years service.

## **ARTICLE 18 - JOB CLASSIFICATION AND RECLASSIFICATION**

### **(a) Changes in Classification**

When the duties or volume of work in any classification are changed or increased, or where the Union and/or an *Employee* feels he is unfairly or incorrectly classified, or when any position not covered by Schedule “B” is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the re-classification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled by an *Employee*.

### **(b) Job Descriptions**

The Employer shall provide job descriptions for all current positions and classifications for which the Union is the bargaining agent. The descriptions shall be presented to the Union and shall become the recognized job descriptions, unless the Union presents written objection within thirty (30) days.

## **ARTICLE 19 – BENEFIT PLANS**

### **(a) Medical Services and Extended Health**

- Medical and Surgical benefits through the Medical Services Plan of B.C.;
- Extended Health Benefit – In addition to current coverage Extended Health Benefit coverage shall include:
  - Vision Care coverage level shall be up to six hundred dollars (\$600) every two (2) years;
  - Hearing aids option up to seven hundred dollars \$700 per family member;
  - Eye examinations for each *Employee* and dependents to a maximum of one hundred dollars (\$100) every two years;
  - Prosthetics – no limit except wigs, hair pieces and two (2) brassieres five hundred (\$500) lifetime; and
  - Current out of province coverage of eligible expenses.
- Paramedical Coverage to have no per visit maximum and coverage increases as follows:
  - Chiropractor - \$500
  - Physiotherapist - \$500
  - Massage Therapist - \$500
  - Acupuncturist - \$500
  - Naturopath- \$500

- Podiatrist - \$500
- Speech Therapist - \$500

- **Group Life Insurance**

All *Employees* shall, following completion of their probation period, participate in the Group Life Insurance Plan, as a condition of continued employment. Each participating *Employee* shall have basic life insurance coverage in the greater amount of \$90,000 or two times (2X) such *Employee's* annual salary, rounded upwards to the next higher thousand, and accidental death and dismemberment coverage as defined in the Plan. The Employer shall pay one hundred percent (100%) of the cost of the premium of the basic group life insurance and accidental death and dismemberment coverage. However, all premiums for any optional benefits shall be borne solely by the *Employee*.

(b) **Dental Plan**

The cost of providing these dental benefits shall be borne one hundred percent (100%) by the Employer.

Basic Dental – one hundred percent (100%)

Major Dental – sixty percent (60%)

Orthodontics – fifty percent (50%) with a maximum coverage of \$4000

(c) **Group Benefits**

- (i) The Employer will arrange insurance contracts with one or more carriers for the provision of the benefit plans set out in Articles 19(a) and 19(b). The premium costs for such benefit plans shall be borne one hundred percent (100%) by the Employer.
- (ii) Eligible *Employees* shall be required to participate in such benefit plans as a condition of employment, upon completion of sixty-five (65) days worked, provided that *Employees* shall have the option of opting out of such benefit plans where double coverage exists, upon proof of such equivalent coverage.
- (iii) The insurance contracts entered into by the Employer and the benefit carrier(s) shall apply to all aspects of the benefit levels that are not explicitly stated in this Article (19). Any disputes regarding an *Employee's* eligibility for benefits pursuant to such insurance contract(s) will be a matter that is solely between the insurer and the *Employee*, and the Employer shall have no liability in regard to the outcome of such disputes.

- (iv) *Regular Employees* who are enrolled in the benefit plans under this Article (19) shall continue to be covered when they are off work on annual vacations, sick leave pursuant to Article 15, paid statutory holidays, and during other paid leaves (when the *Employee* continues to be paid by the Employer, including Union Leave when the Union reimburses the Employer's cost).
- (v) *Regular Employees* who are enrolled in the following benefit plans under this Article (19) shall continue on the Medical Services and Extended Health Plans [Article 19(a)], the Group Life Insurance Plan [Article 19(a)] and the Dental Plan [Article 19(b)] when they are on an approved Long Term Disability (LTD) claim of two (2) years or less duration – coverage for other benefits will immediately cease upon commencement of the LTD claim. These benefit plans will cease when the *Employee* is on an approved LTD claim for longer than two (2) years. Provided the carrier's plans permit and subject always to the conditions established by the carrier, *Employees* who are on an approved LTD claim for longer than two (2) years may remain on the Extended Health Benefits Plan (not Group Life Insurance) and the Dental Plan by paying one hundred percent (100%) of the premium costs for such plans, in advance, prior to the first day of each month.
- (vi) *Regular Employees* who are enrolled in the benefit plans under this Article (19) shall remain on such plans (including the continuation of their MSP coverage) when they are off work on an approved WorkSafe BC Wage Loss Claim.
- (vii) *Regular Employees* who are enrolled in the benefit plans under this Article (19) at the time of layoff pursuant to Article 11, shall remain on the benefit plans until the end of the month in which they are laid off. Thereafter, provided the carrier's plans permit and subject always to the conditions established by the carrier, they may remain on the Extended Health Benefits Plan and the Dental Plan by paying one hundred percent (100%) of the premium costs for such plans, in advance, prior to the first day of each month.
- (viii) *Regular Employees* who are enrolled in the benefit plans under this Article (19) and who are on an unpaid leave of thirty (30) consecutive calendar days duration or less, shall continue on the Medical Services and Extended Health Plans [Article 19(a)], the Group Life Insurance Plan [Article 19(a)], and the Dental Plan [Article 19(b)] – coverage for other benefits will cease upon commencement of the leave. Thereafter, provided the carrier's plans permit and subject always to the conditions established by the carrier, they may remain on the Medical Services Plan, the Extended Health Benefits Plan (excluding Group Life Insurance) and the Dental Plan by paying one hundred



percent (100%) of the premium costs for such plans to the employer, in advance, prior to the first day of each month.

- (ix) It is agreed that there shall be no changes made to the overall existing group benefit plans in place, except by mutual agreement between the Employer and the Union for the duration of this Collective Agreement.

(d) **Pension Plan**

In addition to the Canada Pension Plan, all *eligible Employees* shall, on completion of probation, participate in the Municipal Pension Plan pursuant to the Municipal Pension Plan Rules, as amended from time to time. Upon completion of nine hundred and sixty (960) regular hours actually worked [eight hundred and forty (840) hours for *Employees* who work or who average thirty-five (35) hours per week], the pension contributions may be backdated to the five hundred and twenty (520) regular hours actually worked [four hundred and fifty five (455) hours for *Employees* who work or who average thirty-five (35) hours per week] at the *Employee's request*.

(e) **Same Sex Relationships**

An *Employee* who co-habits with a person of the same sex, and who promotes such person as a "spouse" (partner), and who has done so for a period of not less than one (1) year, will be eligible to have that person covered as a spouse for purposes of Medical Services, Extended Health and Dental benefits and leaves related to family matters. This coverage includes dependents of the *Employee's* same sex spouse.

(f) **Employee Paid Long Term Disability**

The Employer shall administer a 100% Employee paid Long Term Disability Plan.

(g) **Employee Assistance Program**

The Employer will provide and fund an Employee Assistance Program.

(h) **Death Benefits**

All benefits earned or accruing from the *Employee's* period of employment with the Employer shall, in the event of the *Employee's* death, be paid either to a stipulated beneficiary or the *Employee's* estate.

(i) **Supplementation of Compensation Awards**

An *Employee* prevented from performing his regular work with the Employer on account of an occupational accident that is recognized by the WorkSafe BC as compensable within the meaning of the Compensation Act, shall receive from the Employer his regular salary, on the basis of no gain or loss in terms of regular earnings, and authorize WorkSafe BC to make payment directly to the Employer. It is understood that WorkSafe BC payments received in error by an *Employee* shall be turned over to the Employer forthwith. The difference between WorkSafe BC payment and payment to an *Employee* shall be deducted from the sick leave of an *Employee*.

**ARTICLE 20 - SAFETY AND HEALTH**

(a) **Co-operation on Safety**

The Union and the Employer shall co-operate in continuing and improving regulations, which will afford adequate protection to *Employees* engaged in hazardous work.

(b) **Union-Employer Safety Committee**

A Safety and Health Committee shall be established and composed of two (2) representatives appointed by the Employer and two (2) representatives appointed by the Union.

(c) **Meetings of Committee**

The Safety and Health Committee shall hold meetings as requested by the Union or by the Employer and all unsafe, hazardous or dangerous conditions shall be taken up and dealt with at such meetings. Minutes of all Safety and Health Committee meetings shall be kept and copies of such minutes shall be sent to the Employer and the Union.

(d) **Safety Measures**

*Employees* working in any unsanitary or dangerous jobs shall be supplied with goggles, toe slip-ons, reflective vests and hip waders.

- (i) The *Employee* is responsible for providing:
- clothing needed for protection against the natural elements;
  - appropriate footwear, including safety footwear.

- (ii) The Employer is responsible for providing, at no cost to the *Employee*, safety head gear, and all other items of personal protective equipment required by WorkSafe BC Regulations.

(e) **Pay for an Injured Employee**

An *Employee* who is injured at work during working hours and is required to leave for treatment for such injury shall receive payment for the remainder of the shift at his regular rate of pay without deduction from sick leave, unless a doctor or nurse states that the *Employee* is fit for further work on that shift.

(f) **Transportation of Accident Victims**

Transportation to the nearest physician or hospital for *Employees* requiring medical care as a result of an accident shall be at the expense of the Employer.

(g) **Human Rights**

(i) **Discrimination**

The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any *Employee* in the matter of hiring, wage rates, training, upgrading, promotions, transfers, layoff, discipline, discharge or otherwise by reason of age, race, creed, colour, physical handicap, national origin, political or religious affiliation, sex, sexual orientation, family status or marital status; nor by reason of their membership in the Union. This article shall not apply to normal retirement in accordance with the Municipal Pension Plan.

The application of the foregoing shall be subject to Section 13(4) of the Human Rights Code of B.C. that requires the test of bona fide and reasonable justification to those matters as expressed in the Human Rights Code.

(ii) **Sexual Harassment**

The Employer and the Union recognize the right of *Employees* to work in an environment free from sexual harassment and agree to cooperate in attempting to resolve, in a confidential manner, all complaints of sexual harassment which may arise in the work place.

Cases of sexual harassment shall be considered as discrimination and, if not resolved on a confidential basis pursuant to paragraph (i) above, shall be eligible to be processed as a grievance. In cases of sexual harassment, an

Arbitration Board shall have the power to transfer or discipline any person found guilty of sexually harassing an *Employee*.

Sexual harassment shall be defined as any sexually oriented practice, which undermines an *Employee's* health, job performance or endangers an *Employee's* employment status or potential.

Sexual harassment examples may include but are not limited to:

- Engaging in a course of vexatious (annoying, irritating) comment or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome.
- Sexual solicitation or advance or inappropriate touching and sexual assault.
- A reprisal, or threat of reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.

(iii) **Personal Harassment**

Every *Employee* has the right to work in an environment that is free of personal harassment and bullying. To this end, the Employer will maintain a Harassment Policy. The Union shall be consulted if and when the Employer's current Harassment Policy is to be amended.

## **ARTICLE 21 - GENERAL CONDITIONS**

(a) **Bulletin Boards**

The Employer shall provide one (1) bulletin board which shall be placed so that all *Employees* will have access to it and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the *Employees*.

(b) **Supply of Clothing for Outside Employees**

The Employer will provide each outside *Employee* with two (2) changes per week of either coveralls or pants and shirts including regular laundering. Gloves will be provided as required.

Subject to approval, the Employer will reimburse outside *Employees* for the purchase of rain gear to a maximum of one hundred and fifty dollars (\$150) per year.

(c) **Safety Boots**

All *Employees* required to wear Safety Boots according to current WorkSafe BC Regulations will receive one hundred and seventy-five dollars (\$175.00) per annum, upon presentation of proof of purchase and proof of certification.

(d) **Environmental Operator Certificate**

An *Employee* shall be reimbursed all related costs when they are required to obtain or hold a valid certificate under the Environmental Operator Certificate Program according to their job description. These costs shall include all operator certificate renewals.

(e) **Class Three Motor Vehicle License with Air Brake Endorsement**

An *Employee* shall be reimbursed all related costs when they are required to possess or renew a Class Three Motor Vehicle License with Air Brake Endorsement as outlined in their job description.

(f) **Letters of Discipline**

The Employer shall not rely upon any letter of discipline that has been placed on the file of an *Employee* after the expiration of three (3) years from the date that the letter of discipline was issued, unless there are related letters for the same or like disciplinary matters.

## **ARTICLE 22 - CROSSING OF NON DISTRICT PICKET LINES**

In the event that any *Employees* of the Employer, other than those covered by this Agreement, engage in a legal strike or where *Employees* in a labour dispute engage in a legal strike and maintain picket lines, the *Employees* covered by this Agreement shall have the right to refuse to cross such picket lines. Failure to cross such picket line by the members of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

## **ARTICLE 23 - JOB TRAINING**

(a) **On the Job Training**

The Employer shall inaugurate and maintain a system of “on the job training” so that every *Employee* shall have the opportunity to receive training and qualify for promotion or transfer in the event of a vacancy arising.

**(b) Training Course**

The Employer shall post any training courses and experimental programs for which *Employees* may be selected. The bulletin shall contain the following information:

- Type of course (subject and material covered);
- Time, duration and location of course;
- Minimum qualifications required for applicants.

Posting shall be in accordance with Article 10 of the Collective Agreement.

**ARTICLE 24 – CONTRACTING OUT**

The Employer has the right to contract out any part of its operation. No full time, *Regular Employees* in the service of the Employer at the time of signing this Collective Agreement will be laid off as a direct and immediate result of contracting out, providing the *Employee* is among the twenty (20) most senior *Employees* in the bargaining unit.

The Employer agrees to advise the Union of any decision to contract out work of the bargaining unit.

**ARTICLE 25 – TERM OF AGREEMENT**

- (a) The Agreement shall be for the period from and including January 1st, 2020 to and including December 31st, 2023, and from year to year therefore, subject to the right of either party to the Agreement at any time within four (4) months immediately preceding the date of the expiry of this Agreement (December 31st, 2023) or immediately preceding the last day of December in any year thereafter, by writing notice to require the other party to the Agreement to commence collective bargaining.

Should either party give written notice aforesaid, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement (or increase or decrease the rate of pay of any *Employee* for whom collective bargaining is being conducted, or alter any other term or condition of employment) until:

- (i) The Union shall give notice to strike (or until the Union goes on strike) or;
- (ii) The Employer shall give notice of lock-out (or the Employer shall lock-out its *Employees*) or;
- (iii) The parties shall conclude a renewal or revision of this Agreement or enter into a new Collective Agreement, whichever is the earliest.

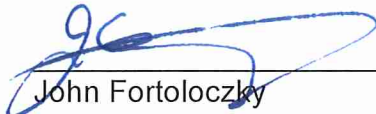
IN WITNESS WHEREOF the parties hereto have hereunto set their hand and seals on the day and the year first above written.

THE CORPORATE SEAL OF THE DISTRICT OF HOPE IS HEREUNTO AFFIXED IN THE PRESENCE OF ITS PROPER OFFICERS:

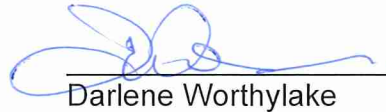
THE SEAL OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 458 IS HEREUNTO AFFIXED IN THE PRESENCE OF ITS PROPER OFFICERS:

Signed on behalf of the Employer

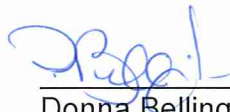
Signed on behalf of the Union



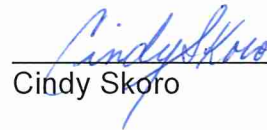
John Fortoloczky



Darlene Worthylake



Donna Bellingham



Cindy Skoro



Dale Courtice



Janet Johnston

Jeff Trevitt

Memorandum of Settlement signed by the Parties on the 4<sup>th</sup> day of May 2020.

Ratified by Council the 8<sup>th</sup> day of June 2020.

Ratified by CUPE Local 458 (Hope Unit) the 1<sup>st</sup> of June 2020.

## **SCHEDULE “A”**

### **Excluded Positions by Title:**

Chief Administrative Officer

Director of Corporate Services

Director of Finance

Director of Community Development

Director of Operations

Deputy Director of Corporate Services

Fire Chief/Local Assistant to the Fire Commissioner (LAFC) and members of the District of Hope Volunteer Fire Department when performing duties in the capacity of Firefighters

Executive Assistant

Operations Manager



**SCHEDULE “B”  
JOB TITLE WAGE SCALE**

JOB TITLE	January 1, 2020 (2%)	January 1, 2021 (2.25%)	January 1, 2022 (2.5%)	January 1, 2023 (2.5%)
Accounting Clerk	30.78	31.47	32.26	33.07
Accounting Clerk - Payroll	30.78	31.47	32.26	33.07
Accounting Supervisor	38.45	39.32	40.30	41.31
Administrative Assistant	31.54	32.25	33.06	33.89
Building Inspector (1)	38.27	39.13	40.11	41.11
Building Inspector (2)	40.17	41.07	42.10	43.15
Building Inspector (3)	47.00	48.06	49.26	50.49
Chief Utilities Operator	37.09	37.92	38.87	39.84
Clerk I	28.19	28.82	29.54	30.28
Clerk II	29.43	30.09	30.84	31.61
Clerk III	30.24	30.92	31.69	32.48
Community Development Clerk	28.19	28.82	29.54	30.28
Corporate Services Clerk	28.19	28.82	29.54	30.28
Corporate Services Clerk/Bylaw Officer	30.60	31.29	32.07	32.87
Court Liaison Officer/Exhibit Custodian	29.90	30.57	31.33	32.11
Detachment Clerk	28.90	29.55	30.29	31.05
Engineering Technologist	40.80	41.72	42.76	43.83
Financial Accountant	34.78	35.56	36.45	37.36
Journeyman Heavy Duty Mechanic	38.06	38.92	39.89	40.89
Labourer	28.19	28.82	29.54	30.28
Land Development Clerk	29.62	30.29	31.05	31.82
Operator	30.06	30.74	31.51	32.30
Parks Foreman	35.13	35.92	36.82	37.74
Planning Assistant	32.00	32.72	33.54	34.38
Planner I	33.66	34.42	35.28	36.16
Planner II	36.42	37.24	38.17	39.12
Planner III	39.97	40.87	41.89	42.94
Public Works Clerk	29.62	30.29	31.05	31.82
Records Clerk	28.19	28.82	29.54	30.28
Records Co-ordinator	32.48	33.21	34.04	34.89
Revenue Services Clerk	31.54	32.25	33.06	33.89
Roads & Drainage Foreman	35.13	35.92	36.82	37.74
Summer Students	16.49	16.86	17.28	17.71
Tradesperson	29.76	30.43	31.19	31.97
Truck Driver	29.50	30.16	30.92	31.69
Utilities Foreman	37.53	38.37	39.33	40.31
Utilities Operator 1	31.78	32.50	33.31	34.14
Utilities Operator 2	33.82	34.58	35.44	36.33
Utilities Technician	30.06	30.74	31.51	32.30

A tool allowance of \$0.40 per hour will be added to the hourly rate of the Journeyman Heavy Duty Mechanic.

EOCP Premiums of 1% for Level I and 2% for Level 2 plus 5% Dirty Pay.

## **LETTER OF UNDERSTANDING # 1**

### **Job Security**

The District of Hope agrees that the number of *Regular Full-Time Employees* on the payroll will not fall below 20. It is recognized that *Employees* on short-term illness and WorkSafe BC Claim are excluded from this number. It is acknowledged and agreed that the District of Hope, in conjunction with the Canadian Union of Public Employees Local 458, will continue to review the services provided by the District of Hope in order to ensure the most effective method of the District, providing those services are maintained.

The parties shall discuss this matter, as appropriate, through regular Labour Management meetings.

## LETTER OF UNDERSTANDING # 2

### Work Experience Students/Job Shadowing

The parties recognize the value of work experience for secondary school students and support their use within the District of Hope.

It is agreed that *Work Experience Students* will only be used to job shadow current *Employees* and will always be in addition to bargaining unit staff. Under no circumstances will these students be used to perform additional bargaining unit work performed by any bargaining unit *Employees*, whether currently on staff or on layoff. It is understood that a layoff in one department does not necessarily preclude the ability to job shadow in another area subject to the following terms:

Job Shadowing is defined as:

- A high school student required to perform job shadowing as part of the School District #78 school curriculum;
- A child of a regular District of Hope *Employee* that is attending an educational institution outside of School District #78 and job shadowing is a requirement of their education program;
- They shall only perform job tasks while in the direct company of a *Regular Employee*; and
- Shadowing cannot be used to perform any duties in addition to the duties performed by *Regular Employees*. The principles of job shadowing are that the student learns by observing or performing job tasks with a *Regular Employee*. It is agreed this shall be applied as “two people doing one job” in the context of this LOU.

The parties agree to the use of *Work Experience Students* according to the following criteria:

- A term no longer than 30 days within any school year.
- May work in offices, facilities, parks, boulevards, downtown areas and other civic properties.

## LETTER OF UNDERSTANDING #3

### Summer Students – Position Description

Casual position limited to secondary and post-secondary institutions summer vacations. Maximum weeks worked in a year to be not more than 20 weeks. Hired in category only once.

Students to work in offices, facilities, parks, boulevards, downtown area and other civic properties.

Summer students will not be hired/working if any *Employee* is on lay-off and on a District recall list.

No overtime will be offered to a summer student unless other *Employees* have had first right of refusal.

Primary Job Description will be limited to:

- Assist regular staff with routine computer postings (i.e. garbage registers, accounts receivable, accounts payable, time cards)
- Answer telephone and if able respond to inquiries
- Perform back up receptionist duties
- Envelope stuffing
- Sorting, filing and copying of documents
- Washroom & service building cleanup (i.e. pump house, P.C.C., etc.)
- Weeding
- Hand mowing and mechanical mowing, limited to small gas powered single and double deck ride on mowers
- Litter pick up and garbage can emptying
- Garden bed watering
- Weed eating
- Operating pickup trucks
- Operating back pack blowers
- Hand painting (i.e. service buildings, curbs, no post, etc.)
- Office work (i.e. filing traffic counts, typing, computer, photocopying, data entry, etc.)
- Handing out of flyers
- Trail building
- Other duties will only be added by mutual agreement between Union and Management.

*Student Employees* will be hired to supplement the regular work force.

Hiring in addition of six (6) *Student Employees* requires the mutual agreement of the Union and Management.

## **LETTER OF UNDERSTANDING # 4**

### **Sick Leave [Article 15(a)]**

It is recognized that one of the criteria to be accepted on the current *Employee* paid Long Term Disability Plan is the waiting period as per the current District benefit provider.

It is further recognized that there may be a circumstance where an Employee, who would normally meet the current District benefit provider requirement as set out in Article 15 (a) due to an ongoing illness, may exhaust a portion or all of their accumulated sick leave.

In consideration of this, the Employer agrees to take into account these situations. The Employer agrees to assess the circumstances on a case-by-case basis with a view of allowing the previously unused sick leave [over and above the current District sick leave allowance] to assist with the current District benefit provider's waiting period for the purpose of Long Term Disability.

## **LETTER OF UNDERSTANDING # 5**

Between

District of Hope (the Employer)

And

Canadian Union of Public Employees Local 458 (the Union)

(the Parties)

### **Re: Change in Article 12 – Hours of Work for District Union Employee's at the Hope RCMP Detachment**

It is recognized that in order to meet the operational requirements of the Hope RCMP Detachment, the *Employees* work hours may vary from that of the Collective Agreement.

Therefore, in an effort to find a resolution to this situation and notwithstanding Article 12 Section 1(a), on a without prejudice or precedent basis, that:

1. The regular hours of work for the two (2) Detachment Clerks must be scheduled between the hours of 7:00 am to 4:00 pm; and
2. The regular hours of work for the Court Liaison Officer and Exhibit Custodian must be scheduled between the hours of 6:00 am to 3:00 pm.

## **LETTER OF UNDERSTANDING #6**

Between

District of Hope (the Employer)

And

Canadian Union of Public Employees Local 458 (the Union)

(the Parties)

### **Re: Change in Article 12 – Hours of Work Time Durated Labourer Workers**

Whereas during the latest round of Collective Bargaining, the Parties agreed that the regular hours of work for outside employees would be 8 hours per day, 7:00 am to 3:30 pm, with ½ hour for lunch.

It is recognized that all parties appreciate that the summer period experiences the most outdoor special events, most of which occur on the weekends and requiring timely preparation, daily outside routine service and cleanup, at a reasonable cost to the District.

Therefore, in an effort to find a resolution to this situation and notwithstanding Article 12 of the Collective Agreement, the Parties agree, that annually, on a without prejudice or precedent basis, that up to two Time Duration Labourers will be required in the Operations Department to work a Wednesday to Sunday shift. These Time Duration Labourer's work schedules are expected to take place annually, between the months of March 1<sup>st</sup> and October 31<sup>st</sup>. In addition, as per Article 2 of the Collective Agreement, the period of employment for these Time Duration Employees will not exceed one hundred and twenty (120) days actually worked unless mutually agreed to by the Parties.

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