

COLLECTIVE AGREEMENT

BETWEEN

THE DISTRICT OF MACKENZIE

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
RECREATION SERVICES**

LOCAL 3706

January 1, 2024 to December 31, 2026

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THIS AGREEMENT entered into this ____ day of _____, **2024**.

Between: THE DISTRICT OF MACKENZIE

(hereinafter referred to as "the Employer")

Party of the First Part

And:

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3706 (MACKENZIE RECREATION SERVICES)

(hereinafter referred to as "the Union")

Party of the Second Part

ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 PURPOSE OF AGREEMENT

It is the purpose of both parties to this Agreement:

- (1) To continue to improve relations between the District of Mackenzie and the Union and provide settled and just conditions of employment.
- (2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment and service.
- (3) To encourage efficiency in operations and service to customers.
- (4) To promote the morale, well-being and security of all employees in the bargaining unit of the Union.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 MANAGEMENT RIGHTS

The Union recognizes the right of the District to operate and manage the government of the Municipality in accordance with its commitments and responsibilities, including the right to direct its work forces, hire, transfer, discipline and discharge employees for just cause.

Any rules and regulations the District implements shall not be contrary to any provisions of this agreement.

2.02 NOT DISCRIMINATORY

The District agrees that it will not exercise any of its management rights in a discriminatory manner.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

3.01 BARGAINING UNIT

The District, or anyone authorized to act on its behalf, recognizes the Canadian Union of Public Employees and its Local 3706 as the sole collective bargaining agent for all its employees as certified by the Labour Relations Board of British Columbia, and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 WORK OF THE BARGAINING UNIT

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purpose of training, where no bargaining unit employee has the qualifications to provide training (unless mutually agreed by the parties), or in bona fide emergencies when regular employees are not available and provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or pay of any employee.

3.03 EXCLUDED FROM THE UNIT

The following positions are to be excluded from the bargaining unit:

Director of Recreation Services
Recreation Administration Manager
Maintenance Superintendent
Facility and Events Coordinator
Sports Tourism Program Clerk

Summer employees and interns fully or partially funded by grants.

All those excluded by the BC Labour Relations Code.

3.04 NO OTHER AGREEMENT

No employee shall be required or permitted to make a written or verbal agreement with the District or **their** representative which may conflict with the terms of the Collective Agreement.

3.05 RIGHT OF FAIR REPRESENTATION

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the District. Such representatives or advisors shall have access to all District facilities in order to deal with any matters arising out of this Collective Agreement.

3.06 UNION OFFICERS AND COMMITTEE MEMBERS

Union officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this Agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the District, participation in negotiations and arbitration. Permission to leave work to conduct union business including work on various committees during working hours shall first be obtained from the appropriate manager. Such permission shall not be unreasonably withheld. All time spent in performing such Union duties, including work performed on various committees, shall be considered as time worked. Union officers will endeavour to not unduly effect the District's operations.

ARTICLE 4 - HUMAN RIGHTS

4.01 GENERAL

The District and the Union do not condone personal harassment, discrimination, sexual harassment or bullying.

4.02 DISCRIMINATION IN EMPLOYMENT

There shall be no harassment or discrimination against any employee regarding hiring, wages, training, promotion, transfer, layoff, recall, discipline, discharge, nor by reason of **their** membership or activity in the Union or any other reason, nor by reason of race, colour, ancestry, place of origin, political affiliation or activity, religion, physical or mental disability, sex or age of that person, sexual orientation, marital or parental status, family relationship, physical or mental disability unless there is a bona fide occupational requirement upon which a refusal, limitation, specification or preference must be made.

4.03 EDUCATION AND POLICY REGARDING HARASSMENT

The District agrees to develop, jointly with the Union, a policy against personal harassment, discrimination and sexual harassment and to make all management personnel and employees aware that violations of the policy may be subject to disciplinary action. The District also agrees to include the subjects of discrimination and sexual harassment in appropriate training sessions.

4.04 HARASSMENT AND DISCRIMINATION POLICY

Section 1 - Purpose

- (a) To prevent behaviour which constitutes harassment or discrimination.
- (b) To safeguard against a repeat of any harassing or discriminatory behaviour.
- (c) To demonstrate the harm and unacceptable nature of the behaviour to the person responsible.
- (d) To resolve any complaint so as to preserve the rights of both the complainant and the person against whom the complaint was made.

Section 2 - Definitions

- (a) Harassment means a behaviour which creates an intimidating, hostile, or offensive environment which adversely affects the well-being or safety of other employees. This includes derogatory remarks, tone of voice and conduct that a person knew, or would reasonably know would cause that worker to have feelings of humiliation or intimidation.
- (b) Discrimination means to act based on prejudice toward any person based on any of the factors outlined in section 1 of the Human Rights Act.
- (c) Sexual harassment means the conduct or comment of a sexual nature, including sexual advances, requests for sexual favours, suggestive comments or gestures or physical contact. It includes such behaviours as groping, propositions of a sexual nature, display of pictures which denote any person in a sexual context or demeaning context, jokes or cartoons of a sexual or demeaning nature, touching, patting, pinching or hugging.

Sexual harassment in the workplace is cause for investigation and action where any of the following are present:

- (i) the conduct engaged in, or the comment is made by a person who knows or ought reasonably to know that the conduct is unwanted or unwelcome;
- (ii) the comment or conduct is accompanied by a reward, or the express or implied promise of a reward, for compliance;
- (iii) the comment or conduct is accompanied by a reprisal, or the express or implied promise of a reprisal, for the refusal to comply; or
- (iv) the comment or conduct is accompanied by the actual denial of opportunity or the express or implied threat of the denial of opportunity, for failure to comply; or
- (v) the conduct or comment is intended to, or has the effect of, creating an intimidating, hostile or offensive environment.

Section 3 - Complaint Procedures

At any step of this procedure the complainants can file a grievance and/or a formal complaint with the BC Council of Human Rights. Where a grievance is commenced or a complaint filed with the BC Council of Human Rights this procedure no longer applies.

Step 1 - Where possible, all persons who have been subjected to either harassing or discriminatory behaviour are encouraged to voice their objection to the person responsible for the offending behaviour.

Complainants are encouraged to document instances describing words used and behaviour observed. The information should include the time, date and any witnesses to the incident.

Step 2 - Complaints may be made to the immediate supervisor or any other member of management who may attempt to resolve the complaint. Every complaint will be recorded in writing by the person receiving notice of the complaint.

To facilitate a swift and fair remedy to a complaint and to ensure that the investigation and ultimate remedy are timely and appropriate, complaints made to supervisors must be made no more than 10 working days after the occurrence.

Step 3 - If the offending behaviour continues, the complainant must contact the **Human Resources Department**.

The supervisor receiving the complaint shall record the incident in writing, specifying the details of the complaint, including;

- (a) name, title and classification of the complainant and the person against whom the complaint is made;
- (b) description of the behaviour, conduct, events, context and circumstances of the complaint;
- (c) times and dates of the incident;
- (d) names of any witnesses;
- (e) previous attempts to resolve the complaint;
- (f) the remedy which the complainant seeks.

Step 4 - Where the complaint is not satisfactorily resolved at step 3, then the complaint may be advanced to arbitration under article 12.

At any stage of this procedure, any person to whom a complaint is made may ascertain the witnesses, the facts and the relevant circumstances.

Section 4 - Investigator

The goal of the investigator is to determine the facts of the situation and to recommend a remedy.

Investigators of complaints may be either employees of the District or councillors of the District or persons who are not affiliated with the District, depending on the circumstances.

Investigators may conduct any necessary interviews with the complainant and the alleged offender and with anyone who may have witnessed the behaviour which is the subject of the complaint.

Section 5 - Investigation Procedure

Every effort will be made to maintain all information gathered during an investigation on a confidential basis. Only those members of the District staff who are involved in the processing and investigation of the complaint are to have access to the information.

Upon receipt of a complaint, the person receiving the complaint may require an investigation. If so, the **Human Resources Department** may investigate or authorize an investigator to study and report on the complaint. The report should be submitted within 10 working days to the **Human Resources Department**.

The investigation may consist of personal interviews with the complainant, the person against who the complaint is filed and others who may have knowledge of the circumstances surrounding the complaint. The investigator may use whatever methods and documents **they deem** appropriate for the purposes of the investigation.

In all cases, the investigator will gather information as to the behaviour complained of, the relationships between the parties, and the context in which the allegations occurred. These factors will be considered in the determination of whether the complaint is valid, and if found valid, the level of discipline to be imposed.

The complainant and the alleged offender may be required to swear statutory declarations or affidavits as to the facts.

The investigator may also make a determination as to the nature of the complaint whether the complaint is without foundation, or based on vexatious, vindictive or otherwise improper motives.

Section 6 - False Allegations

The District recognizes that not every incident complained of will constitute either discrimination, harassment or sexual harassment. Whether a particular action or incident is a personal, social relationship without a discriminatory employment effect requires determination based on all the facts and surrounding circumstances.

False allegations can have a serious detrimental effect on the innocent parties.

Where investigation reveals that a complaint has been made which is frivolous, vexatious, vindictive or otherwise intended to do harm to another, the employee responsible for the complaint may be subject to discipline which could include dismissal.

Section 7 - Discipline

Discipline for union employees will be in accordance with the Collective Agreement. It may include warning, suspension or discharge to prevent recurrence. Any discipline meted out with regard to a complaint under this article may be subject to the grievance procedure.

Section 8 – Training

The District will provide mandatory annual awareness training to all employees for workplace bullying and harassment.

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT

5.01 UNION MEMBERSHIP

All employees of the bargaining unit shall, as a condition of employment, become and remain members in good standing of the Union. As a condition of employment, all new bargaining unit employees shall become and remain members in good standing of the Union within thirty days of employment.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 CHECK-OFF PAYMENTS

The District shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members. As a condition of employment, each employee must **be a member of the Union.**

6.02 DEDUCTIONS

Deductions shall be forwarded in one **payment** to the Union, not later than the 10th day of the month following that for which the dues were deducted. The **payment** shall be accompanied by a list of the names from whose salary the deductions were made, the amounts of the deductions which have been made, and a breakdown of the deductions from regular straight time wages.

6.03 DUES RECEIPTS

When Income Tax (T-4) slips are made available, the District shall **include** the amount of Union dues paid by each Union member in the previous year.

ARTICLE 7 - DISTRICT AND UNION SHALL ACQUAINT NEW EMPLOYEES

7.01 NEW EMPLOYEES

The District agrees to tell new employees in the bargaining unit that a Union Agreement

is in effect, and to direct the employee to the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off.

A Union Representative shall be provided with one half (1/2) hour with each new employee at no loss of pay to provide a Union orientation. Time will be mutually scheduled and will include all Union forms and paperwork, acknowledgement of Union Stewards and Union Executive Members. At this time the Union Representative will also provide new employees with a copy of the Collective Agreement.

ARTICLE 8 - CORRESPONDENCE

8.01 CORRESPONDENCE

It is agreed that all correspondence shall pass between the **Human Resources Department** of the District and the President of the Local Union. A copy of any correspondence between the District and any employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this agreement, shall be forwarded to the Union President.

ARTICLE 9 - LABOUR/MANAGEMENT COMMITTEE

9.01 ESTABLISHMENT OF COMMITTEE

A Labour/Management Committee shall be established, consisting of **four (4)** representatives of the Union and up to **four (4)** representatives of the District. The Union and the District recognize the importance of this Committee and jointly commit to the exchange of information and ideas relating to labour/management issues. All issues must be discussed with the appropriate management prior to being brought forward to the Labour/Management Committee.

9.02 FUNCTION OF COMMITTEE

The Committee shall concern itself with the following general matters:

- (1) Considering constructive criticisms of all activities so that continued good relations exist between the District and the employees;
- (2) Improving services to the public and job security for employees;
- (3) Promoting safe and sanitary practices;
- (4) Reviewing suggestions from employees, training issues, questions of working

conditions and service (but not grievances under Article 12 of this agreement);

(5) Correcting conditions causing grievances and misunderstandings.

9.03 MEETINGS OF COMMITTEE

The Committee shall meet at least once each month at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least (48) forty-eight hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent in meetings with this Committee.

By mutual agreement the parties may cancel or reschedule meetings.

9.04 CHAIRPERSON OF THE MEETING

A District and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

9.05 MINUTES OF THE MEETING

Minutes of each meeting of the Committee shall be prepared by the District's Recording Secretary and upon agreement with respect to the accuracy of the Minutes signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the District shall each receive two signed copies of the minutes within seven days following the meeting.

9.06 JURISDICTION OF COMMITTEE

The Committee shall not have jurisdiction over wages or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the District and does not have the power to bind either the Union or its members or the District to any decision or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the District with respect to its discussions and conclusions.

ARTICLE 10 - BARGAINING

10.01 REPRESENTATIVES

The District shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall

undertake to represent the Union at meetings with the District without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson.

The Union Bargaining Committee shall be elected or appointed and consist of not more than **five (5)** members of the Union. The Union will advise the District of the union members of the Committee. **The members must be selected as per article 10.04(b).**

10.02 FUNCTION OF BARGAINING COMMITTEE

All matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions, shall be referred by the Union Bargaining Committee to the District for discussion and settlement.

10.03 MEETING OF COMMITTEE

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than (2) two calendar weeks after the request has been given.

10.04 TIME OFF FOR MEETING

- (a) Any representative of the Union shall have the right to attend Bargaining Committee meetings.
- (b) Any member of the Bargaining Committee who is in the employ of the District shall have the right to attend Joint Bargaining Committee meetings held within working hours without loss of remuneration. The Employer will pay for up to five (5) Bargaining Committee members' time to a maximum of **twelve (12)** days of bargaining, to attend Joint Bargaining Committee meetings. The five (5) Committee members includes the Union President, and two (2) members elected by the Recreations Services bargaining unit and two (2) members elected by the Public Works bargaining unit.
- (c) In order to recognize the shift nature of the District's operations, on a day that Bargaining takes place a Bargaining Committee member shall not be required to work a shift that starts or finishes on a calendar day in which negotiations take place.
- (d) In the period of (6) six months prior to the termination of this Collective Agreement each member (**5 members, not alternates**) of the Union Bargaining Committee shall be entitled to (3) three days off to prepare for negotiations.

In this case, the employee will receive **their** normal pay, and the District will bill the Union for the time lost.

10.05 TECHNICAL INFORMATION

Within (10) ten days of a request by the Union, the District shall make available to the Union any information required by the Union such as budgets and financial statements, job descriptions, postings in the bargaining unit, job classifications, wage rates, a breakdown of ratings in job evaluation and financial information pertaining to pension plans.

ARTICLE 11 - RESOLUTIONS AND REPORTS OF THE DISTRICT

11.01 NOTIFICATION AND INFORMATION

Copies of all motions, resolutions, bylaws or rules and regulations adopted by Council and regular meeting minutes which affect the members of the Union will be made available to the Union upon request.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 RECOGNITION OF UNION STEWARDS AND GRIEVANCE COMMITTEE

In order to provide an orderly and speedy procedure for the settling of grievances, the District acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward may assist any employee which the Steward represents, in preparing and presenting **their** grievance in accordance with the grievance procedure.

The District agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each Steward is employed by the District and that **they** will not leave **their** work during working hours except to perform **their** duties under this Agreement. Therefore, no Steward shall leave **their** work without obtaining the permission of **their** supervisor, and such permission will not be unreasonably withheld.

12.02 TIME OFF DUE TO GRIEVANCE

Representatives of the Union in the employ of the District, and the grievor and witnesses shall not suffer any loss of pay or benefits for the time involved in grievance procedures and arbitration procedures during scheduled working hours.

12.03 NAME OF STEWARDS

The Union shall notify the District in writing of the name of each Steward and the department(s) **they represent**, and the name of the Chief Steward, before the District shall be required to recognize **them**.

12.04 GRIEVANCE COMMITTEE

The Grievance Committee shall be composed of the President, Vice President and Chief Steward of the Union, plus the Steward directly involved with the grievance.

12.05 DEFINITION OF A GRIEVANCE

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

12.06 GRIEVANCE PROCEDURE

An earnest effort shall be made to settle grievances fairly and promptly in the following manner. The Steward shall be present at all stages, and the grievor shall have the right to be present at each step of the grievance procedure.

- Step 1 - The employee and steward are encouraged to make an earnest effort to resolve the grievance within (10) ten days of becoming aware of the problem, directly with the management person to whom **they report**. The management person will reply as to the disposition of the grievance in writing within (5) five management working days.
- Step 2 - Failing satisfactory resolve at the first step, the Union will submit the grievance in writing to the Department Head within (10) ten working days. The Department Head will hold a grievance meeting between the parties within (5) five management working days of receiving the grievance, and will reply in writing within (5) five management working days of having heard the grievance.
- Step 3 - Failing satisfactory settlement at Step 2, the grievance may be referred to the **Human Resources Department** within (10) ten working days of the Department Head's response. The grievance will be heard by the **Human Resources Department** within (5) five management working days of receiving the grievance. Within (5) five management working days of hearing the grievance, the **Human Resources Department** shall notify the Union of **their** decision in writing.

Step 4 - Failing satisfactory settlement at Step 3, the grievance may be referred to Arbitration within (10) ten working days of receipt of notification of the **Human Resources Department's** decision. The referral notice will be in writing to the **Human Resources Department**.

12.07 GENERAL APPLICATION OR GROUP GRIEVANCE

Where a dispute involving a question of general application occurs, or where a group of employees or the Union has a grievance, Step 1 of the grievance procedure may be bypassed.

12.08 UNION MAY INSTITUTE GRIEVANCES

The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or group of employees, and to seek appropriate adjustment with the District in the manner provided in the grievance procedure. Such grievance shall commence at Step 2.

12.09 DEVIATION FROM GRIEVANCE PROCEDURE

After a grievance has been initiated by the Union, the District's representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employees, without the consent of the Union.

12.10 GRIEVANCE ON SAFETY

An employee, or a group of employees, who is requested to work under unsafe or unhealthy conditions shall have the right to file a grievance in the second step of the grievance procedure for preferred handling. The Occupational health and Safety (OHS) Regulation and Part 3 of the Workers Compensation Act contain legal requirements for workplace health and safety that must be met by all workplace parties under the jurisdiction of Worksafe BC. Some sections of the Workers Compensation Act and OHS Regulation have associated policies and guidelines. As an employee of the District, all workers must immediately report the unsafe condition to their supervisor. The District will investigate the matter and fix it if possible. If the District decides the workers concern is not valid, a report back to the worker and the Union will occur.

12.11 TIME LIMITS

All time limits may be extended by mutual agreement **between** the District and Union in writing.

12.12 WITNESSES

At any stage of the grievance procedure or arbitration, the parties shall have the assistance of the employee(s) involved, and any necessary witnesses, as well as representatives of the Canadian Union of Public Employees, and all reasonable arrangements will be made to permit the conferring parties to have access to any part of **all District facilities** to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 13 - ARBITRATION

13.01 SINGLE ARBITRATOR

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing to the other party. The parties will endeavour to agree on the appointment of the Single Arbitrator to comprise the Arbitration Board.

13.02 FAILURE TO APPOINT

If the parties fail to agree upon the appointment of a Single Arbitrator, the appointment shall be made by the Collective Agreement Arbitration Bureau upon request of either party.

13.03 ARBITRATION PROCEDURE

- (a) In resolving disputes, a Single Arbitrator shall have regard to the real substance of the matters in dispute and the respective merits of the positions of the parties, and shall apply principles consistent with the Labour Relations Act and not be bound by a strict legal interpretation of the issue in dispute;
- (b) The Single Arbitrator shall have the power to receive and accept evidence and information on oath, affidavit, or otherwise as in its discretion it considers proper, whether or not the evidence is admissible in a court of law;
- (c) A grievance or arbitration shall not be deemed invalid by reason of a defect in form, or a technical irregularity. A Single Arbitrator may relieve against those defects or irregularities on just and reasonable terms.

13.04 DECISION OF THE SINGLE ARBITRATOR

The decision of the Single Arbitrator shall be final, binding and enforceable on all

parties. The Single Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of the Agreement. However, the Single Arbitrator shall have the power to amend a grievance, modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.

13.05 DISAGREEMENT ON DECISION

Should the parties disagree as to the meaning of the board's decision, either party may apply to the Single Arbitrator to reconvene to clarify the decision.

13.06 EXPENSES OF THE SINGLE ARBITRATOR

Each party shall pay one half the fees and expenses of Single Arbitrator.

13.07 EXPEDITED ARBITRATION

To facilitate the timely resolution of grievances, the parties, by mutual agreement, may agree to an expedited mediation or arbitration hearing with a Single Arbitrator, as follows:

- (a) Prior to the hearing, the Parties will work to prepare an Agreed statement of Facts, a summary of issues in dispute, and each Party will provide a list of witnesses and concise will say statements.
- (b) Mediation or arbitration will proceed with each Party providing a concise opening statement.
- (c) Hearings shall not exceed one (1) day without mutual consent. Under no circumstances will the hearing exceed two (2) days.

ARTICLE 14 - DISCHARGE, SUSPENSION AND DISCIPLINE

14.01 DISCHARGE AND DISCIPLINE PROCEDURE

An employee may be dismissed or disciplined for just cause and only upon the authority of the District as defined in this Agreement. A Director or Manager may suspend or discipline an employee but shall immediately report such action to the appropriate Director. Authority to discharge is vested with the appropriate Director who shall immediately report any such action to the **Human Resources Department**. Prior to the imposition of discipline or discharge, an employee shall be given the reason in the presence of **their** Steward or Union Representative. Such employee and the Union shall be notified promptly in writing by the District, with full disclosure of the reason for such

discipline or discharge.

An employee considered by the union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 12, Grievance Procedure. Such grievance will proceed directly to Step 3 of the Grievance Procedure.

14.02 BURDEN OF PROOF

In cases of discharge and discipline, the burden of proof of just cause shall rest with the District. Evidence shall be limited to the grounds stated in the discharge and discipline notice to the employee.

14.03 REINSTATEMENT

Should it be found upon investigation that an employee has been suspended or discharged without just cause, such employee shall be immediately reinstated in **their** former position without loss of seniority and shall be compensated for all time lost in an amount equal to **their** normal straight time earnings during the pay period preceding such discharge or suspension or by any other arrangement which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration if the matter is referred to such a Board.

14.04 RIGHT TO HAVE ADDITIONAL MEMBER OF MANAGEMENT PRESENT

The District shall have the right to have an additional member of management present at any meeting with an employee and shop steward which may be the basis of disciplinary action.

14.05 DESIGNATION OF SUPERVISOR

Every employee shall be notified of the name of **their** immediate management supervisor. This is a part of the District orientation process, along with policies, procedures and where to go for further information.

14.06 CROSSING OF PICKET LINES DURING STRIKE

An employee covered by this Agreement shall have the right to refuse to cross a picket line or refuse to do the work of striking or locked out employees, or refuse to handle goods from an employer where a strike or lockout is in effect. An employee will immediately report **their** refusal to cross the picket line to **their** supervisor. Failure by a member of this Union to cross such a picket line or to perform the work of striking or locked out employees or to handle goods from an employer where a strike or lockout is in effect, shall not be considered a violation of this Agreement, nor shall it be grounds

for disciplinary action, other than loss of wages for the period involved.

14.07 RIGHT TO HAVE A STEWARD PRESENT

An employee shall have the right to have **their** Steward or a Union Officer present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact **their** Steward or a Union Officer to be present at the interview. If the employee does not contact a Union representative, one will be invited by the District.

A Steward or Local Union officer shall have the right to consult with a CUPE staff representative and to have **them** present at any discussion with supervisory personnel which might be the basis of disciplinary action.

14.08 PERSONNEL RECORDS

Every employee has the right to have access to **their** personnel record during normal District Municipal office hours and to make copies of any documents contained therein. Employees and the Union on behalf of an employee, shall have the right to respond in writing to any document contained therein. Such replies shall become part of the permanent record. Any dispute as to the contents of the employee's personnel record may be subject to the grievance procedure, and the eventual resolution thereof shall become part of the employee's record.

No evidence from the employee's record, of which the employee was not aware at the time of filing of a grievance may be introduced as evidence in any hearing.

The record of an employee shall not be used against **them** at any time after **the (24) twenty-four months** following disciplinary action, provided there have been no further infractions of a similar nature during that **(24) twenty-four month period**. After the **(24) twenty-four month period** has expired, upon request, the District shall remove and destroy all letters of reprimand and correspondence regarding those reprimands and all adverse reports from an employee's personnel record. **In cases where an employee is on an extended leave of (3) three months or longer, the time they were away from the workplace will not be considered in this clause, the (24) twenty-four month period will resume when they return.**

The personnel records of an employee or former employee, shall not be shared in any manner with any other employer or agency, without the prior written consent of the employee concerned, unless the release of information is required by any statute, regulation or Court or Board Order.

14.09 USE OF DEMOTION AS DISCIPLINE

Demotion shall not be used as a disciplinary measure.

ARTICLE 15 - SENIORITY

15.01 SENIORITY DEFINED

Seniority is defined as the length of service with the District in the bargaining unit from date of hire, and shall include service with the District prior to the certification of the Union. All Full-time and Permanent Part-time employees accrue full seniority from date of hire. Seniority shall be used in determining preference or priority for work schedule preference, promotion, transfer, demotion, layoff and recall, as set out in other provisions of this Agreement.

Seniority shall operate on a job category basis.

Part-time and seasonal employees will accrue seniority based on hours actually worked. Seniority hours for part-time employees will be updated and distributed **quarterly or as needed for operational decisions or at the request of the union.**

15.02 SENIORITY LIST

The District shall maintain a seniority list showing the current classification and the date upon which each employee's service commenced.

Where two or more employees commence work on the same day, preference shall be in accordance with the date of application. Up to date seniority lists shall be sent to the Union and posted on all bulletin boards in January and in July of each year.

The Recreation Services Department and Finance Department shall maintain five (5) seniority lists in the following categories:

- Administration
- Aquatics
- Building Operator/Custodian
- Maintenance
- Recreation Programs

15.03 PROBATION FOR NEWLY-HIRED EMPLOYEES

- (a) All new employees shall be hired on probation. The probationary period is to

continue for three (3) working months from the date of hiring or, in the case of permanent part-time and part-time employees, two hundred and fifty (250) working hours or (5) five calendar months, whichever comes first. **Should a permanent part-time or part-time employee work more than 250 hours in their first 3 months, the probation period will be no less than 3 months.** During the probationary period employees shall be entitled to all rights and privileges of the agreement;

- (b) The probationary period shall be for the purpose of determining a person's suitability for permanent employment in that position which **they are** placed in a probationary capacity. After successful completion of the probationary period, seniority shall be effective from the original date of hire;
- (c) In assessing the discharge of a probationary employee, an arbitrator shall take into account whether the standards expected were reasonable, whether the employee was notified of them and given a fair opportunity to demonstrate **their** ability, whether the employee was notified of the deficiencies in **their** performance and given an opportunity to correct them, and whether the District's assessment of the employee was fair and reasonable.

15.04 RETENTION AND LOSS OF SENIORITY

An employee shall not lose seniority if **they are** absent from work because of sickness, disability, accident, layoff, or leave approved by the District.

An employee shall lose **their** seniority only in the event:

- (a) **they are** discharged for just cause and is not reinstated;
- (b) **they resign** in writing and does not withdraw the resignation within (2) two days;
- (c) is laid off for a period in excess of (36) thirty-six months;
- (d) following a lay off **they** fail to notify the District of **their** intentions to return to District employment within (5) five days after receiving notice by registered mail and fails to return to work within (15) fifteen days after receiving notice by registered mail to do so, unless through sickness or other just cause **for which proof/documentation has been provided. If the employee refuses recall due to sickness or leave outlined within this document, the refusal of an employee to accept recall to such employment will not result in termination of seniority and will not prejudice their right to recall in the (36) thirty-six month period following layoff;**

- (e) accepts severance pay.

15.05 TRANSFER AND SENIORITY OUTSIDE THE BARGAINING UNIT

No employee shall be transferred to a position outside the bargaining unit without **their** consent. If an employee is transferred to a position outside of the bargaining unit, **they** shall retain **their** seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such employee shall have the right to return to a position in the bargaining unit during **their** trial period, which shall be a maximum of (60) sixty calendar days. If an employee returns to the bargaining unit, **they** shall be placed in a job consistent with **their** seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

15.06 NON FULL-TIME EMPLOYEES

- a) **Permanent Part-Time**
Defined as an employee who works a minimum of (28) twenty-eight hours per week.
- b) **Part-Time**
Defined as an employee who is regularly scheduled less than a Permanent Part-Time employee.
- c) **Temporary**
Defined as an employee who is hired for a specific project or term of work not to exceed six (6) months. The term may be extended by mutual agreement of the parties. Clause 16.06 and Article 17 shall not apply to these employees.
- d) **Seasonal**
Defined as an employee who by nature of seasonal operations works a pre-specified season.

A seasonal employee's seniority date upon completion of the probationary period shall be date of hire. While actively employed in a seasonal work term, seasonal employees will be placed on the regular seniority list and upon ending each seasonal work term the employee will be transferred to a seasonal inactive list, for all purposes except to exercise their seniority in accordance with Article 16.

Recall of Seasonal Employees

The District will maintain and provide to the union a list of all inactive seasonal

employees eligible for recall. Four (4) weeks prior to posting for seasonal positions, the District will send by registered mail recall notices to all employees who worked the previous season in those positions. The employee will respond in writing within (10) ten days of receiving the letter of their intention to return to the seasonal position. If an employee declines recall or does not respond within the (10) ten day period, the District will consider the individual's employment terminated and they will be removed from the recall lists.

15.07 SENIORITY BETWEEN DEPARTMENTS

The parties agree that in the event a District employee covered under CUPE Local 3706 agreement posts into a department covered under a separate agreement, the following layoff provisions shall apply;

There shall be no loss of seniority in the event of a layoff in accordance with article 15.04. Therefore the employee about to be laid off may exercise their option to bump into the department covered under the collective agreement where **they have** accumulated the greater seniority.

The laid off employee exercising **their** option to bump shall be entitled to combine seniority from both departments to bump an employee with less seniority in the department where the laid off employee holds the greater personal seniority, providing the employee is qualified to perform the work of the position **they are** bumping into.

For the purpose of this Article 15.07 there are two departments;

1. Recreation Services
2. Public Works/Bylaw/Animal Control

ARTICLE 16 - PROMOTIONS AND STAFF CHANGES

16.01 JOB POSTINGS

(a) When any new position is created, or when any vacancy, as determined by the Employer, occurs inside the bargaining unit, the District shall within (2) two weeks notify the Union in writing and post notice of the position on all bulletin boards provided for union use for a minimum of one week, so that all members will know about the vacancy or new position. **Employees will be sent notification of all postings through the scheduling software.**

(b) In the event a full-time employee takes an authorized leave other than an

approved vacation, of a duration reasonably expected to be one (1) calendar month or longer, the District will post the position in accordance with this Article. **In circumstances where there is a vacancy for which the qualifications cannot be obtained before the incumbent returns, the District reserves the right not to post the vacancy.** Where a temporary vacancy is so posted, the Employer is not obligated to post the subsequent vacancy. Where the Employer determines an operational need to fill the subsequent vacancy, the Employer will offer the senior qualified employee that vacancy. Where it is unclear that such a vacancy exists, the parties will confer, on a case by case basis, to determine whether this Article 16.01 (b) applies in situations involving unknowns such as Reassessment dates and Return to Work plans.

- (c) The District agrees that all vacancies within the bargaining unit will be posted for employees of the bargaining unit, whom will be considered first for any open positions. Advertising may be done congruently (internal and external) for all posted positions.
- (d) If the District is unable to fill the position from within the bargaining unit the District may then recruit and hire from outside the bargaining unit for other prospective applicants.
- (e) Posting notices shall be posted simultaneously on Recreation Services and Public Works and Animal Control Notice Boards. When posted externally, existing employees shall receive priority for the position.

16.02 INFORMATION IN POSTINGS

The posting shall contain the following information:

- (a) Nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range. The qualifications and requirements listed in the posting shall be those necessary to perform the job function and may not be arbitrary or discriminatory. All job postings shall be written in gender neutral language.
- (b) All postings will include the current Job Description as an attachment.

16.03 TRANSFERS AND PROMOTIONS

Both parties recognize:

- (a) The principle of promotion within the service of the District;

- (b) That job opportunity should increase in proportion to length of service and professional development.

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 16.02. Appointments from within the bargaining unit shall be made within (1) one week of the closing date of the posting. The job shall be filled within (1) one week of appointment. For extenuating circumstances, the Union will give reasonable consideration to the relaxation of these time requirements.

16.04 TRIAL PERIOD

An employee who has been transferred or promoted within the Bargaining Unit shall receive the training necessary to provide a fair and reasonable assessment of their ability to perform the job. The trial period shall be forty-five (45) working days. The District shall not curtail the trial period without just cause, before it has run its full course. Conditional on satisfactory service, the employee shall be declared permanent after the trial period.

An employee shall only be allowed to commence a trial period for the same position after **sixteen (16)** months' time. In the event the employee proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, **they** shall be returned to **their** former position, and wage rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to **their** former position, wage or salary rate, without loss of seniority.

16.05 NOTIFICATION TO EMPLOYEE AND UNION

Within (7) seven calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on all bulletin boards. The District shall provide a written explanation and notification of any shortcomings in qualifications to all Bargaining Unit applicants who have been denied promotion, or transfer if requested. The Union shall be notified of all promotions, demotions, hiring, layoff, transfers, recalls, resignations, retirements, deaths or other terminations of employment.

16.06 PROMOTIONS REQUIRING HIGHER QUALIFICATIONS

If no employee is appointed to a vacancy in accordance with Article 16.03, then serious consideration for promotion will be given to the applicant with the greatest seniority who does not possess the required qualifications, but is preparing for qualification prior to filling the vacancy. If granted the job, the employee will be given an opportunity to

qualify within the trial period as set out in Article 16.04, provided the qualification is not required by legislation or regulation in performance of the duties. If the qualifications are not met within this time, the employee shall revert to **their** former position.

The District shall also consider employees who are not qualified but who, through training, could reasonably be expected to meet the qualifications for the job and perform the job within a six-month period, provided the qualification is not immediately required by legislation or regulation in performance of the duties. If the qualifications are not met within this time, the employee shall revert to **their** former position.

16.07 TRAINING AND EDUCATION

- (a) The District agrees with the principle of providing the opportunities for employees to receive training within their **job category** to facilitate qualification for promotion if a vacancy arises in a position senior to that employee's.

The District shall maintain a system of "on-the-job training" so that each employee may request the opportunity to receive training to enable qualification for promotion or transfer in the event of a vacancy arising within their line of work. When these requests are granted, employees shall be allowed opportunities to learn the work of higher or equal positions during regular working hours by working together with the incumbent or other persons who may or may not be a member of the Bargaining Unit. Such opportunities for training shall be allocated according to the seniority provisions of this Agreement and will not result in any loss of pay for those being trained. Requests for training will not be unreasonably denied.

- (b) All costs associated with **an employee's current job** certifications that have been previously supported by the District, or recertification courses and/or testing required as a condition of employment will be borne by the District. The District will maintain the wages for those employees who are required to take certification or recertification courses and/or testing, related to their **current job posting**, during regularly scheduled working hours. The District will endeavour to provide training and recertifications locally. Should an employee elect to not participate locally, only the fees incurred for registration will be paid.

The District agrees that all certifications currently held by employees will be continued under the provisions of this Article. The District believes that investing in further education and training is a shared responsibility. When a training course, workshop or conference is desirable for both the employee and employer; and where attendance is not required or mandatory, and the workshop conference or training course occurs on a scheduled day or rest, lieu days will not be provided.

In instances where mandatory certification courses and/or testing occurs during the employee scheduled day off, or if they have not been scheduled, **in lieu equal hours** with pay shall be provided to use at a mutually agreed time. **Should an employee be attending extended training of (1) one week or more, accepting the training implies they have mutually agreed to change their shift for the duration of the training. Employees attending training outside of the local area will receive in lieu hours at regular time for time required to travel outside of their regular scheduled shift.**

16.08 ACCOMMODATION OF DISABLED EMPLOYEES

- (a) The District shall **first** make reasonable effort to accommodate an injured or disabled employee in **their** own position as long as the duties can be performed or successfully modified.
- (b) In the event efforts undertaken in relation to Article 16.08 (a) are unsuccessful, the District will use its best efforts to find suitable alternate employment for persons who have, by injury or other infirmity, become unable to continue performing their normal job duties. **The District will adhere to the most current Workers Compensation Act legislation in respect to return to work obligations and duty to maintain employment.**
- (c) The employee will be provided such other work at the prevailing rate of pay for that work, only if the employee is qualified and able to perform the duties, can be trained to perform the duties, or can be reasonably expected to become qualified within a (6) six month period.
- (d) The ability of the District to provide such work will depend upon the availability of that work. Such employee shall not displace an employee with more seniority.

16.09 MINIMUM STAFFING LEVELS

- (a) During the winter schedule, the District shall maintain a minimum **staffing level when the Recreation Centre is open to the public as follows:**
 - Day Shift – Maintain a minimum of two (2) staff as follows:**
 - i. At least one (1) Building Operator, and
 - ii. Custodians as required. **In emergent situations, a Building Ground Maintenance or Customer Service Representative may be the second employee.**
 - Closing Shift – Maintain a minimum of two (2) staff as follows:**
 - i. At least one (1) Building Operator, and
 - ii. **Custodians as required.**

- (b) During the summer schedule, the District shall maintain a minimum of two (2) staff on closing shifts **when the Recreation Centre is open to the public** as follows:
 - i. At least one (1) Building Operator, and
 - ii. Custodians or Customer Service Representatives.
- (c) At least two (2) lifeguards **when the pool is open to the public**.

16.10 SECONDARY PART-TIME POSITIONS

Permanent Part-time and part-time employees who have completed probation may apply for secondary postings in one other Permanent Part-time or part-time classification as follows:

- (a) Secondary Permanent Part-time and part-time positions will be posted and awarded in accordance with Article 16 of the Collective Agreement.
- (b) The Permanent Part-time or part-time position the employee holds prior to applying for a secondary position is the employee's primary position. Schedules and work assignments in the employee's primary position have priority over their secondary position.
- (c) The District may post secondary positions to increase the number of part-time employees available for unscheduled and call-out hours.
- (d) **All hours worked in a secondary posting accrue seniority in the employee's primary position.**
- (e) The District will not assign unscheduled and call-out hours of work to secondary position employees until it has attempted to offer the hours to Permanent Part-time and Part-time employees in the required classification.
- (f) Statutory Holiday shifts will not be offered to employees holding secondary positions.
- (g) Unscheduled and call-out hours will be offered to employees who hold secondary seniority in order of seniority to their maximum hours before daily or weekly overtime would result under Article 19 in combination with hours worked in their primary position. These hours will be assigned to employees in secondary positions on the same basis as hours for regular part-time and Permanent Part-time in accordance with Article 18.01.
- (h) Training for employees **in a secondary position will** still be at the same minimum levels as required for the position.
- (i) Secondary postings will not be used to fill vacancies over 30 days.

ARTICLE 17 - LAY OFFS AND RECALL

17.01 DEFINITION OF LAYOFF

A layoff shall be defined as a reduction in the work force or a reduction in the hours of work of a full-time or Permanent Part-time employee.

This article does not apply where the reduction in part time hours is the result of normal scheduling of work.

17.02 ROLE OF SENIORITY

Both parties recognize that job security shall increase in proportion to length of service. In the job categories (see Schedule A) affected by a layoff, such layoffs shall be in the reverse order of the employees' bargaining unit-wide seniority.

An employee about to be laid off may bump any employee with less seniority in their bargaining unit, providing the employee exercising the right is qualified to perform the work of the employee with less seniority. Any employee who wishes to bump another employee must advise the District in writing no later than (5) five days after receiving notice of the layoff. Any full-time or Permanent Part-time employee who is bumped shall receive notice in accordance with the general lay off provisions of this Article.

The right to bump shall include the right to bump up.

Employees who bump down will be paid at the applicable rate of pay for that **job** classification.

17.03 RECALL PROCEDURE

Employees shall be recalled in the order of their seniority provided that they are qualified to do the work available.

17.04 NO NEW EMPLOYEES

New employees shall not be hired until those laid off have been given an opportunity of recall, provided that the employee(s) laid off possess the required qualifications in accordance with Section 16.02 (Information in Postings). Those who have held such positions in the past shall be deemed qualified provided that they have successfully completed the trial period in those positions.

17.05 ADVANCE NOTICE OF LAYOFF

- (a) Unless legislation is more favourable to the employees, the District shall not lay off an employee without giving the employee, in writing, at least two weeks notice where the employee has completed the probation period under Article 15.03 and, after completion of a period of employment of (3) three consecutive years, one additional weeks notice, and for each subsequent completed year of employment, an additional weeks notice, up to a maximum of (10) ten weeks notice;
- (b) When the District lays off an employee, the employee may, instead of notice required to be given under Article 17.05(a), accept severance pay equal to the period of notice required. Payment under this clause does not relieve the District from making any other payment to which the employee is entitled under the Employment Standards Act or the Collective Agreement;
- (c) An employee accepting payment under this Article loses all bumping and recall rights.

17.06 GRIEVANCE OF LAYOFFS AND RECALLS

Grievances concerning layoffs and recalls shall be initiated at Step 2 of the grievance procedure.

17.07 CONTINUATION OF BENEFITS

The District agrees to pay the monthly premiums up to (3) three months to the Extended Health Plan, and Dental Plan, for employees with one or more years of service at time of layoff. In the event of a longer layoff, employees so affected will be given the right to continue their coverage through direct payments, provided that the plans permit such coverage. Employees who accept severance pay are not entitled to continuation of benefits under this Article.

17.08 RETENTION OF BENEFITS

- (a) An employee being laid off and re-employed shall retain all previous benefits earned in connection with vacations and other benefits based on length of service;
- (b) An employee being laid off shall have the option of pay-out or retention of earned vacation.

ARTICLE 18 - HOURS OF WORK

18.01 REGULAR DAILY HOURS

(a) Full-time Employees

- i. Full-time Building Operators will be scheduled ten (10) consecutive hours per day, 40 hours per week with three (3) consecutive days off in a Sunday- Saturday work week. The dayshift will fall between 5:30 a.m. and 5:30 p.m. and the afternoon shift will fall between the hours of 12 noon and 12 midnight. For special events only, and with the agreement of the employee, the afternoon shift may be adjusted to end as late as 2:00 a.m. The employee and the Employer may mutually agree to change schedules to address short term concerns as they arise.
- ii. Full-time Building and Grounds Maintenance will be scheduled ten (10) consecutive hours per day, 40 hours per week with three (3) consecutive days off in a Sunday- Saturday workweek. Shift hours will occur between 5:30 a.m. and 8:00 p.m. The employee and the Employer may mutually agree to change schedules to address short term concerns as they arise.
- iii. Full-time Lifeguard/Instructors will be scheduled ten (10) consecutive hours per day, 40 hours per week with three (3) consecutive days off in a Sunday - Saturday work week. Shift hours will occur between 5:30 a.m. and 10:00 pm. The dayshift will fall between the hours of 5:30 a.m. and 5:30 p.m. and the afternoon shift will fall between the hours of 12:00 noon and 10:00 p.m. The employee and the Employer may mutually agree to change schedules to address short term concerns as they arise.
- iv. The full time Customer Service Representative will be scheduled eight (8) hours per day, 40 hours per week with two consecutive days off in a Sunday to Saturday work week. The dayshift will fall between 5:30 a.m. and 5:30 p.m. and the afternoon shift will fall between the hours of 1:00 p.m. to 11:59 p.m. The employee and the Employer may mutually agree to change schedules to address short term concerns as they arise.

Mutually agreed schedules can be at ten (10) consecutive hours over four (4) days, with three (3) consecutive days off in a Sunday – Saturday work week.

- v. Variation in the shift hours may be mutually agreed upon with reasonable notice.

Full-time employees will be allowed to choose from the shift schedules being offered at the start of each scheduled rotation (typically quarterly) by seniority. Full time Building Operators scheduled rotations start in September and March.

If a full-time employee who is on leave has a return to work date confirmed at the time of the shift selection, they will be eligible to participate in the shift selection that rotation.

Where unforeseen circumstances arise the parties may mutually agree to extend the shift rotation times.

(b) Permanent Part-time Employees

The normal work pattern for Permanent Part-time employees at Recreation Services shall provide for a minimum forty-eight (48) consecutive hours free from work in a Sunday to Saturday work week. All Permanent Part-time employee's shifts shall be scheduled a minimum of twenty-eight (28) hours per week and a minimum of four (4) consecutive hours per shift. Shifts shall be assigned on the basis of seniority and qualifications up to the twenty-eight (28) hour minimum per permanent part-time. Additional shifts will be offered by seniority to qualified employees in the required classification up to 40 hours per week if the employee is eligible at straight time.

When a permanent part-time employee works alongside a full-time employee who is scheduled to work a 10-hour shift, the permanent part-time employee may also work a 10-hour shift *at management's discretion*. In this instance, the 10-hour shift shall not incur overtime rates.

Permanent Part-time employees will be allowed to choose from the shift schedules being offered at the start of each season by seniority.

(c) Part-time Employees

The normal work pattern for part-time employees at Recreation Services shall provide for a minimum 32 hours free from work in a Sunday to Saturday work week. Part-time employee's scheduled shifts shall be a minimum of four (4) consecutive hours (or in the case of aquatic and program employees, who are high school students, two (2) consecutive hours) and shall be offered, as required, on the basis of seniority, qualifications and availability. Part-time lifeguard/instructors assigned to instruction duties may be scheduled a minimum of (2) two consecutive hours. Part-time employees will be scheduled two shifts every **calendar month** at a four (4) hour minimum.

When a part-time employee works alongside a full-time employee who is scheduled to work a 10-hour shift, the part-time employee may also work a 10-hour shift *at management's discretion*. In this instance, the 10-hour shift shall not incur overtime rates.

One set of split shifts per day will be permitted for part-time employees. There shall be a minimum of one (1) hour between splits. Split shifts that span more than fourteen (14) hours, or any subsequent shift in that day will be paid at double time. A shift premium of one dollar (\$1.00) per hour will be payable for all hours worked in a split shift situation.

- (d) Lunch breaks for employees will be (1/2) one-half hour and shall be paid; These breaks will be scheduled and staggered to maintain service and program levels within the Recreations Services operations;
- (e) Preparation time for aquatic employees shall be considered hours of work. For the purposes of this Article, one (1) hour per class per set shall be considered preparation time and shall be scheduled by management. These preparation hours will be done on site, and scheduled to ensure good reports and accurate records are kept.
- (f) Customer Service Representatives required to be at work at the opening of the facility to the public, shall be scheduled to begin their shift fifteen (15) minutes prior to the facility opening to provide opening preparation time.
- (g) If the Employer makes changes to a Part-time employee's schedule after it is posted, the Employer shall contact the employee affected immediately following the change to the schedule in the scheduling program. Once a permanent part time or part time employee selects and/or accepts a work schedule or hours of work, appropriate leave provisions must be used to obtain the shift off.

The Employer will designate a computer for employees to access **the scheduling software**.

It is the responsibility of the employee to check their schedules when published and posted. Any concerns, discrepancies or errors must be reported to management within **forty-eight (48)** hours of publishing/posting a schedule. All assigned shifts will be considered accepted as posted after **forty-eight (48)** hours of publishing or posting a schedule.

- (h) All shift scheduling shall be the responsibility of management.

18.02 LACK OF WORK - MINIMUM PAY

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

Employees must report to their supervisor before going home, (or leaving the worksite)

and gain permission to leave before the minimum payments above will be authorized.

18.03 BREAK PERIOD

All employees shall be permitted a (15) fifteen minute rest period every (2) two hours of a shift, inclusive of the lunch break. Bargaining unit members will not have to cover management rest periods. Break periods should be staggered to ensure coverage within the Recreation Services Facilities and program operations.

Employees who are working outside of the municipal boundary and cannot take their meal and coffee breaks in a proper accommodation, shall work through their break, or breaks, and be compensated at the end of their shift for the untaken meal and coffee breaks in accordance with Article 19 – Overtime.

18.04 CLOTHES CHANGING TIME

Aquatic employees shall be allowed (10) ten minutes wash/rinse time before break periods and lunch breaks. Aquatics employees who are required to be in the water at the end of their shift shall be allowed ten (10) minutes wash/rinse time at the end of their shift. This period of time will not apply when the Aquatic staff utilize the wash/rinse time of ten (10) minutes to sit in the hot tub, teach pool, or sauna after their water session.

ARTICLE 19 - OVERTIME

19.01 OVERTIME DEFINED

For full-time employees, all time worked before or after the regular daily hours, the regular weekly hours or on a paid holiday as provided in Article 21.01, shall be considered overtime. Permanent Part-time and Part time employees receive overtime pay after (8) eight hours of daily work **or ten (10) hours of daily work when working in a classification that has a regular ten (10) hour work day or, (40) forty hours of weekly work Sunday to Saturday and on a paid holiday as provided in Article 21.01.**

19.02 OVERTIME RATES

- (a) All overtime shall be paid at the rate of time and one-half unless otherwise specified in this Collective Agreement. Employees have the option of banking overtime at the applicable rate. **Part time employees cannot bank overtime hours.**
- (b) For employees who are regularly scheduled for an eight (8) hour shift, the first two (2) hours of overtime beyond eight (8) hours will be paid at time-and-a-half (1.5x). **After**

two (2) hours **of overtime** double time (2x) will be paid.

- (c) For employees who are regularly scheduled for a ten (10) hour shift, the first hour of overtime will be paid at time-and-a-half (1.5x) and after the first hour of overtime employees will be paid double time (2x).
- (d) All time worked on employees' days of rest shall be paid at double the standard rate of pay for every hour worked.
- (e) Overtime may be banked up to a maximum of one hundred (100) straight time hours.
- (f) Overtime payouts and banked time taken will be paid at the **current rate of pay. Banks are tracked in dollars, increases/changes to rates will cause the hours in the bank to fluctuate based on the employee's current rate of pay.**
- (g) An employee on an Accommodation or a Return-to-work program will not be offered an overtime shift that includes duties outside their return to work parameters.
- (h) The cutoff to access banked overtime is the last day in the pay period that includes November 1st. Pay out of the banked overtime will occur **the pay period following the pay period that contains** November 1st.
- (i) An employee may seek authorization to use banked time between November 1st and December 31st to **avoid or** minimize banked overtime pay out. Such authorization will not be unreasonably denied, **taking into consideration operational needs**. In the event such approved banked time off is cancelled by the employee, it will be paid out.
- (j) Upon request, banked overtime shall be paid out within fourteen (14) days of an employee's request.
- (k) **An employee who has used sick leave for all or part of a shift shall not be offered overtime on the day they have used sick leave or prior to their regularly scheduled shift the next day.**
- (l) **Failure to report for an overtime shift for any reason will result in the employee being removed for the overtime list for the next (7) seven days.**

19.03 MEAL ALLOWANCE

An employee required to work more than (2) two hours **unscheduled** overtime on a continuation of a shift, or an employee who has been called in early (with less than two (2) hours' notice), and asked to stay after their regular working hours, with a total of more than ten (10) hours in that work day or twelve (12) in the case of a regularly

scheduled ten (10) hour day, shall be provided with a meal allowance of **twenty-five** dollars (\$25.00) by the District.

This allowance will not apply on a regular work schedule and will therefore not be a taxable expense for the employee.

19.04 SHARING OF OVERTIME

- (a) The District shall maintain a list of employees willing and qualified to perform the work in each job classification;
- (b) All overtime shall be distributed on a rotational/seniority basis among employees who are willing and qualified to perform the available work; all overtime shall be distributed on a rotational/seniority basis among employees who are willing and qualified to perform the available work in each job classification.
- (c) The employee to be assigned to work overtime under this Article shall be determined according to the following stipulations:
 - (i) If the overtime constitutes a continuance at the end of the work day, of less than seventy-five (75) minutes then the employee who has been working on the job where overtime is required shall continue to work the overtime hours, or
 - (ii) If the overtime is to occur at any time which is not a continuance at the end of the work day in 19.04 (c) (i), then the employees will be assigned from the overtime list, with the Employer first offering the overtime to employees who are **qualified and** available to perform the work within the job classification.
 - (iii) When a task is one that is required to maintain the operation of the facility and is one that cannot promptly be completed by another employee, a shift may be extended beyond seventy-five (75) minutes in order to complete the task.
- (d) A list of how overtime has been assigned shall be posted on **in the scheduling software** for all bargaining unit members to view. This list shall be updated as overtime assignments are made.
- (e) **After all qualified persons within a department have been offered available work, if there is still work available it shall be offered in order of seniority on a rotational basis to qualified employees on the general seniority list. Employees**

who work overtime under this section shall receive the rate of pay for the job performed.

- (f) When an employee, who has been scheduled to work, requests to have a designated Statutory Holiday off, that shift shall be filled off of the sharing of overtime list, not the designated Statutory Holiday list.
- (g) **The Statutory check overtime list will rotate between qualified Full-time and Permanent Part-Time employees only.**

19.05 MINIMUM CALL OUT HOURS

A call out is defined as the period of time an employee is asked to work which is of an unforeseen nature and is not an extension of or abuts a scheduled shift or is outside **their** hours of work as outlined in Article 18.01.

Full time employees called out shall be paid for a minimum of (2) two hours at double time (2x)

When called out for overtime work, Permanent part-time and part-time employees called out shall be paid for a minimum of two (2) hours at double time (2x).

When the work on the call out is completed the employee shall be allowed to leave. The purpose of the call out will be stated at the time of the call out, and an employee may turn down the call out.

For the purpose of this Article, the definition of unforeseen nature is a period of time within twenty-four (24) hours of the Employer being notified of the need to provide shift coverage. **This is not applicable to part-time and permanent part-time employees who do not have forty (40) hours in the Sunday to Saturday week.**

19.06 OVERTIME PAY AND OTHER PREMIUMS

Shift premiums will apply to overtime hours worked in conjunction with a shift qualifying for shift premiums, but such premiums shall not be computed in the overtime rates. Shift premiums do not apply to **overtime** call outs.

19.07 TIME OFF IN LIEU OF OVERTIME PAY

A full-time or permanent part-time employee may elect to bank overtime to be taken off at a future time each occasion overtime occurs. Such time off shall be calculated in accordance with Article 19.02 above and scheduled at a time mutually agreeable. Requests for such time off

shall not be unreasonably denied.

ARTICLE 20 - SHIFT WORK

20.01 SHIFT PREMIUM

- (a) In recognition of the undesirable features of shift work, shift premium shall apply **to all hours worked of shifts that continue beyond 6 pm weekdays or 12:01 am Saturday to 11:59 pm Sunday.**
- (b) For part time workers who work split shifts any hours worked past 6:00 pm will qualify for shift premium.

20.02 REST BETWEEN CHANGE OF SHIFT

Failure to provide at least (8) eight hours rest between **regular** scheduled shifts which are being changed shall result in payment of overtime at double time for any hours worked during such rest period. Building Operators/Building Service Workers and Building and Grounds Maintenance Workers shall be given ten (10) hours of rest between shifts. **Overtime shifts are not applicable under this article.**

20.03 DIRTY PAY

A premium of one dollar and fifty cents (\$1.50) per hour for all hours worked shall be paid for the entire shift when an employee is required to work in any portion of a shift with raw sewage (not including taking samples of effluent), residential sewer plugs, tarring, and handling dead animals (not including euthanasia) pesticides or the handling of unusually objectionable bodily products. Approval of dirty pay shall be at the discretion of the direct management supervisor.

ARTICLE 21 - PAID HOLIDAYS

21.01 PAID HOLIDAYS

Employees covered by this Agreement are entitled to a holiday with pay on the following days:

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

and any other day proclaimed by the federal, provincial or municipal government as a holiday for the general public. Any hours worked after 6:00 pm on Christmas Eve or New Year's Eve by employees outlined in Article 18.01(b) and (c) shall be paid at double time.

21.02 PAYMENT PROCEDURE FOR STATUTORY HOLIDAYS

- (a) If a statutory or declared holiday falls or is observed during the employee's annual vacation, **they** shall be granted an additional day's vacation for such holiday in addition to **their** vacation time;
- (b) If a statutory or declared holiday falls or is observed on a day upon which a full time or Permanent Part-time employee is not scheduled to work **they** shall not be paid for that holiday but shall be entitled to **bank** the day in lieu **to take** at a mutually agreed time. Full time and Permanent Part-time employees shall be entitled to bank up to four (4) statutory holiday days in lieu days;
- (c) An employee who **works** on a statutory holiday shall be paid at the rate of double time **their** standard rate of pay for every hour worked and receive a paid day in lieu.
- (d) Permanent Part-time and Part time employees will receive pay for statutory holidays on a prorated basis of hours actually worked to regular hours available, using the previous (30) thirty calendar days for the calculation;
- (e) **Part-time employees will have their statutory holiday bank paid out in the last pay period of the calendar year.**

21.03 ELIGIBILITY

All employees with one week of service shall qualify for pay for the holidays identified in Article 21.01. Employees on layoff or leave of absence without pay **per sections 24.13-24.15** are not eligible for paid holidays.

ARTICLE 22 - VACATIONS

22.01 VACATION ENTITLEMENT

Vacation year shall mean the (12) twelve month period following the anniversary date of employment. Vacation credits shall be earned by all employees and accrued bi-weekly.

- (a) Full time employees are entitled to vacation in accordance with Schedule "B" attached to and forming part of this Collective Agreement;
- (b) Permanent Part-time and Part time employees will have the applicable percentage as set out in Schedule B Column 3 applied to all hours actually worked and the vacation allotment from that calculation will be entered into the employee's vacation bank.

22.02 PREFERENCE IN TAKING VACATIONS

- (a) Vacation entitlements can be taken once they have been accrued.
- (b) Preference in vacations will be based on seniority, within each department and job category.
- (c) Vacation requests must be in by March 31, after which vacations will be approved on a first come first served basis. **Banked time requests will also be included in this clause. Bank time must have already been earned and available to be booked.**
- (d) Vacation will be granted inline with the employee's projected amount of vacation accrual at the time of requesting vacation.
- (e) Shift patterns shall be established prior to vacation requests being submitted.
- (f) No vacation request will be unreasonably denied and the District will reply to all requests within seven (7) days.
- (g) No employee will be obliged to schedule vacation that is not agreeable to them.
- (h) Full-time employees shall be required to take a minimum of one (1) week vacation in a block of forty (40) hours pay. Permanent Part-time employees shall be required to take a minimum of one (1) week vacation in a block of twenty-eight (28) hours pay.
- (i) Minimum vacation blocks must be taken each vacation year as defined in Section 22.01.
- (j) An employee wishing to take vacation in blocks of (2) two consecutive weeks or more will submit the request (30) thirty days prior to the vacation. A shorter time period will be considered by the District.
- (k) For the purpose of entitlement for employees working ten (10) hour shifts,

vacation shall be calculated in hours.

- (l) Aquatic employees shall not lose their assigned swim set because they have chosen vacation time during that set.
- (m) Once vacation has been approved the vacation shall not be changed without the mutual consent of the employee and the District.
- (n) Employees may carry up to a maximum of one hundred (100) hours vacation time into their next vacation year. Any hours in excess of one hundred (100) hours will be paid out in the first pay period of the carry-over year.

22.03 VACATION PAY

Vacation pay shall be paid at the employee's regular rate of pay in effect immediately prior to the vacation taken. All employees shall be entitled, at the completion of each vacation year, to the difference in pay between their regular rate of pay and their percentage of gross salary entitlement as stated in Schedule B. Such payment shall be made in a lump sum to each employee not later than (30) thirty days following the completion of the employee's vacation year;

22.04 OTHER APPROVED LEAVES DURING VACATION

Where an employee qualifies for sick leave, bereavement, or any other approved leave during **their** period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall be reinstated for use at a later date.

22.05 NO CALL OUT ON VACATION

No employee shall be asked to work during **their** scheduled vacation period; unless they have left written instructions that they would like to be called in for work or overtime shifts that may arise during the scheduled time.

22.06 VACATION RECORD

The District shall record each employee's vacation accrual on that employee's **paystubs** as it accumulates.

22.07 BONUS VACATION

Employees shall be entitled to a five (5) day (40 hours) bonus vacation at the completion of five (5) years of service, ten (10) years of service, fifteen (15) years of service, twenty (20) years of service, and every five (5) years of service thereafter.

Permanent Part-time and Part time employees bonus days of vacation will be calculated as a percentage amount of regular full-time hours (2,080) using regular hours in the previous vacation year.

ARTICLE 23 - SICK LEAVE

23.01 SICK LEAVE DEFINED

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a **local** physician, chiropractor, or dentist, or because of an accident for which compensation is not payable under the Workers Compensation Act.

23.02 AMOUNT OF PAID SICK LEAVE

- a) Recreation Services employees shall earn sick leave at the rate of **(11) eleven days ((88) eighty-eight hours)** per year and shall be accumulated per pay period. Permanent Part-time and Part time employees shall earn sick leave benefits at the rate of 3.6% of their gross bi-weekly earnings.

23.03 ACCUMULATION OF SICK LEAVE

The unused portion of an employee's sick leave shall accrue for future benefits.

23.04 USE OF SICK LEAVE

Employees eligible for Weekly Indemnity Benefits may only use a maximum of three (3) consecutive sick leave days to bridge the waiting period for Weekly Indemnity.

Employees that have a waiting period for weekly indemnity benefits **must** use vacation **or banked time** to bridge that period if they do not have sufficient sick leave to cover that period. All sick leave must be utilized prior to vacation **or banked time** being used to cover the waiting period. If the weekly indemnity claim is denied the person's vacation **or banked time** will be increased by the waiting period which was covered by vacation **or banked time** and the person's next pay cheque will be decreased by the corresponding amount.

This proposal will not be used for any other leaves or sick time, only for weekly indemnity waiting periods.

23.05 ILLNESS IN THE FAMILY

Where no one at home other than the employee can provide for the needs during illness of an immediate member of **their family for whom they are a primary caregiver for**, (as defined in Article 24.03), an employee shall be entitled, after notifying **their supervisor**, to use a maximum of (5) five accumulated sick leave days per illness to care for the member of the family who is ill. Additional time or other circumstances will be reviewed by the Employer on a case by case basis.

23.06 DEDUCTIONS FROM SICK LEAVE

A deduction shall be made from accumulated sick leave on an hourly basis for hours where an employee is absent from work. **The employee will have the option to access unpaid sick leave and may choose to have vacation or banked time paid as a lump sum equal to the hours of unpaid sick time taken.**

23.07 PROOF OF ILLNESS

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of (5) five consecutive working days, certifying that **they were** unable to carry out **their** duties due to illness, or if there is a pattern of absences demonstrated as determined by Human Resources.

Such certificates will be provided by the employee to the Director of their department or the Human Resources **Department**. This information will be held in confidence.

23.08 SICK LEAVE DURING LEAVE OF ABSENCE AND LAY OFF

- (a) When an employee is given paid leave of absence for any reason, or when an employee is on adoption, maternity, **Employment Standards Act sick leave**, or parental leave for twelve (12) months or less, compassionate care leave, weekly indemnity, Family Responsibility leave or General leave of a duration of less than sixty (60) calendar days, or unpaid Floater days, they shall receive sick leave credit for the period of such absence. **Long term leave and educational leave are excluded from this clause.**
- (b) When an employee is on layoff or is on an unpaid leave, other than provided in Article 23.08 (a), they shall not accrue sick leave credits for the period of such absence, but retain their cumulative credit, if any, at the time of leave or layoff.
- (c) Permanent Part-time and Part-time employees who are on adoption, maternity, or parental leave for twelve (2) months or less, compassionate care leave or weekly indemnity shall receive sick leave credits for the period of such absence.
- (d) Permanent Part-time and Part-time employees on an unpaid leave, other than

provided in Article 23.08 (c), shall not accrue sick leave credits for the period of such absence, but retain their cumulative credit, if any, at the time of leave or layoff.

- (e) Sick leave credits will be calculated as per the formula in Article 24.03.
- (f) For the purpose of this agreement, Long-Term Disability is not considered leave of absence.

23.09 SICK LEAVE RECORDS

The District shall record each employee's sick leave accrual on that employee's paystubs as it accumulates.

23.10 SUPPLEMENTATION OF COMPENSATION AWARD

- (a) All employees shall be covered by the Workers' Compensation Act. **Employees on an approved WorkSafe BC claim will be paid directly by WorkSafe BC according to their policies and procedures.**
- (b) **If the WorkSafe BC claim has been denied, the employee may use their sick leave accrual for their time off.**
- (c) While on Workers' Compensation, the employee benefit premiums shall be paid in accordance with the provisions of the Collective Agreement.
- (d) Employees on Workers' Compensation shall cease to accrue further vacation and sick leave benefits after (6) six months.

23.11 FAMILY RESPONSIBILITY LEAVE

An employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to:

- (a) the care, health or education of a child in the employee's care; or
- (b) the care or health of any other member of the employee's immediate family.

Up to eight (8) hours, or one day, of unpaid Family Responsibility Leave entitlement may be taken in two (2) hour blocks.

ARTICLE 24 - LEAVE OF ABSENCE

24.01 LEAVE OF ABSENCE FOR UNION FUNCTIONS

Upon (2) two weeks notice in writing to the District, an employee elected or appointed to represent the Union at conventions, Executive and Committee meetings of CUPE, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated, shall be allowed leave of absence with pay and benefits. In these cases, the employee will receive **their** normal pay, and the District will bill the Union for the time lost.

24.02 LEAVE OF ABSENCE FOR FULL-TIME UNION OR PUBLIC DUTIES

- (a) The District recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the District shall allow a leave of absence without pay and without loss of benefits so that the employee may be a candidate in federal, provincial, or municipal elections;
- (b) An employee elected to Federal or Provincial office shall be allowed a leave of absence without pay or benefits but without loss of seniority for a single term of office;
- (c) An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated shall be granted a leave of absence without pay or benefits and without loss of seniority for a period of (1) one year. Such leave shall be granted on reasonable notice each year, on request, during **their** term of office.

24.03 PAID BEREAVEMENT LEAVE

The District will provide to every employee (5) five paid days to a maximum of forty (40) hours to be taken **consecutively** in the event of a death within the immediate family.

At the request of the employee, bereavement leave may be approved to be split into two periods. The first period must begin within two (2) days of becoming aware of the death and the second period must be taken no later than twelve (12) months from the date of the death for the purpose of commemorating the deceased.

Such approval will not be unreasonably denied.

Immediate family includes the Employee's Spouse, Common-law Spouse, Fiancé(e), Mother, Father, Brother, Sister, Son, Daughter, Mother-in-law, Father-in-law, Son-in-law, Daughter-in-law, Step-Parents, Grandparents, Grandchildren, Step-Children, Great Grandparents and Great Grandchildren, Spouse's Grandparents, Brother-in-law and

Sister-in-law, Niece and Nephew and Aunts and Uncles.

For those employees who work less than full time hours the payment shall be calculated on a pro rata basis over a twelve (12) week period.

In the event an employee requests postponed bereavement leave that will not be taken until a later date mutually agreeable to the District and the employee, the employee would be provided **five (5) paid days to a maximum of forty (40) hours** bereavement leave at the applicable hours per day the person is scheduled to work when the leave is actually taken, not when the postponement request is approved. **Postponed bereavement leave must be taken no later than twelve (12) months from the date of the death for the purpose of commemorating the deceased. Postponements past twelve (12) months may be considered on a case by case basis.**

24.04 PALLBEARER LEAVE

One (1) day leave shall be granted without loss of salary, wages or benefits to attend as a pallbearer.

24.05 MEDICAL LEAVE

- (a) All employees shall be entitled to (6) six paid travel days (**maximum of forty-eight (48) hours**) to be taken when medical or dental services are not used in Mackenzie. The (6) six days can be taken as (6) six separate days paid or (3) three days at double time. If an employee does not use these travel days **they** will receive one (1) day pay for each day not used, on the last pay period before Christmas.
- (b) Requests for medical leave will be forwarded to the Director of their department or the Human Resources **Department** who will hold all information regarding such requests in confidence.
- (c) **All medical leave requests require the applicable form or proof of the appointment to be submitted after the medical day.**
- (d) Permanent Part-time and Part-time employee's wages for this clause will be calculated as per the formula in **Article 24.03**.
- (e) Medical travel days will be prorated for all employees in the calendar year when employment commences or is terminated.
- (f) **The proration of Article 24.05 (e) applies only to Seasonal employees hired after February 5th, 2020.**

- (g) **Employees have the option to use accrued sick leave for medical or dental services not used in Mackenzie. The medical leave documentation process must be followed.**

24.06 PROTECTION DURING MATERNITY

Maternity leave shall be considered as a right. Accordingly, no employee shall be laid off or discriminated against in **their** employment because of pregnancy. The District shall not deny the pregnant employee the right to continue **their** normal duties during the period of pregnancy. Where working conditions may be hazardous to an unborn child or to the pregnant employee, the District will use its best efforts to adjust the employee's job duties to provide continuity of employment until leave is commenced.

24.07 LENGTH OF MATERNITY LEAVE

- (a) Maternity leave shall cover a period of up to eighteen (18) months without pay before and/or after the birth or adoption of a child. The District will continue benefits for up to twelve (12) months in accordance with Article 24.08.
- (b) At the request of the Employee, the District may grant an additional period of leave, The total amount of leave shall not exceed (2) two years. The employee may prepay the cost of their benefits for any leave period beyond twelve (12) months.
- (c) While on maternity leave an employee shall retain **their** full employment status and shall accumulate seniority. An employee on maternity leave will not accrue vacation credits or vacation pay during maternity leave. Sick leave accrual ceases after twelve (12) months of maternity leave.

24.08 DISTRICT PAYMENT OF EMPLOYEE BENEFITS DURING MATERNITY LEAVE

- (a) During the period of maternity leave the District shall continue to pay, dental, long term disability, extended health, accidental death and dismemberment, and group life benefit premiums for the employee **for (12) twelve months**.
- (b) Municipal Pension Plan service may be purchased as outlined in Article 27.06.

24.09 PROCEDURE UPON RETURN FROM MATERNITY LEAVE

When an employee decides to return to work after maternity leave, **they** shall provide the District with at least six (6) weeks' notice. On return from maternity leave, the employee shall be placed at least in **their** former position. If the former position no

longer exists **they** shall be placed in a comparable position in **their** department with all increments to wages and benefits to which the employee would have been entitled if the leave had not been taken.

24.10 PARENTAL AND ADOPTION LEAVE

- (a) An employee who is either the natural father, non-birthing parent, or an adopting parent is entitled to a leave without pay of up eighteen (18) months following the birth of a child or the time when an adopted child comes into the actual care and custody of the parent. The District will continue benefits for up to twelve (12) months in accordance with Article 24.08.
- (b) The employee will inform the District at least (1) one month before the desired leave of absence which may be before and/or after the birth or time when an adopted child is expected to come into the actual care and custody of the parent.
- (c) On request the employee will supply a medical report confirming that their spouse is pregnant and indicating the anticipated date of delivery.
- (d) Where a doctor's certificate states that a longer leave is required due to health problems with the child then the employee is entitled to an additional period of leave of up to (5) five consecutive weeks.
- (e) While on adoption or parental leave an employee shall retain their full employment status and shall accumulate seniority. An employee on adoption or parental leave will not accrue vacation credits or vacation pay during such leave. Sick leave accrual ceases after twelve (12) months of adoption or parental leave.

24.11 TIME OFF FOR ELECTIONS

Employees shall suffer no loss of pay while being allowed (4) four consecutive hours during the period of time the polls are open in any federal, provincial, municipal election or referendum. Time off to vote is to be granted at the convenience of the District and the District is only required to provide sufficient time off to make up the four (4) hours of time during the period that the polls are open.

24.12 PAID JURY OR COURT WITNESS DUTY LEAVE

- (a) In the event of an employee being required to serve on a jury or being called for jury duty, or subpoenaed as a witness, such employee shall receive the difference between **their** regular earnings and the payment **they receive** for jury service or Court witness, excluding payment for travelling, meals or other expenses. For those employees who work less than full time hours the wages

shall be calculated on a pro rata basis as described in Article 24.03. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a Court witness in any matter arising out of **their** employment shall be considered as time worked at the appropriate rate of pay;

- (b) When an employee is called for jury selection, jury duty or subpoenaed by the Crown as a witness on a case to be heard by the Supreme, County or Provincial Court, and the reporting time is in the forenoon, the employee need not report to work prior to the reporting hour. Immediately after being dismissed by the Court, the employee shall report to work. An employee serving such Court duty shall not be double shifted and as such, an employee spending a full shift day in Court duty shall not be required to work that day. However, an employee spending less than a full shift day in court duty shall be required to complete the remainder of the shift day at work. The employee must notify **their** supervisor at least (24) twenty-four hours prior to the Court reporting time and will continue to keep **their** supervisor informed regarding the length of the Court assignment.

24.13 GENERAL LEAVE – SHORT TERM

Employees shall be entitled to a Leave of Absence without pay and without loss of seniority when they request such leave for good and sufficient cause.

The number of days used under this article shall be limited to twenty (20) per calendar year except in such cases where the parties agree to extend the number of days available for this purpose. Such extension shall be a maximum of ten (10) days and will not be unreasonably withheld.

There shall be no periods during the year when short term leave is not available.

Good and sufficient cause shall mean: Pressing personal, family, educational, legal, and financial affairs or extended vacations. Such request shall be in writing to, and approved by, the employee's supervisor who will hold such requests in confidence. Such approval shall not be unreasonably withheld, and consideration will be given to other employees scheduled vacations and operational demands.

With the exception of the following paragraph, all paid vacation and banked time off must be taken, either in advance of or in conjunction with unpaid leave requests, before unpaid leave will be granted.

Employees shall receive three (3) floater days off without pay, per year, that may be used, as an alternative to using paid leave before taking a Short Term Leave.

Unpaid floater days will be taken at a mutually agreeable time. Unpaid floaters will not be carried over to future years.

All Short Term Leave and floater day requests are approvable only as days of leave as opposed to hours of leave.

24.14 GENERAL LEAVE – LONG TERM

Employees with more than five (5) years of seniority will be granted a, once only, leave of absence without pay and without loss of seniority for a period of greater than (30) thirty **calendar** days and up to one (1) year. Long Term Leaves would be conditional on the following:

- Three (3) months' notice (This notice period may be waived or reduced in cases of emergencies or for compassionate reasons).
- The employee cannot be using the leave to work for another employer unless a spouse has been forced to work out of town and the family has temporarily moved.

All paid vacation and banked time off must be taken, either in advance of or in conjunction with the unpaid leave request.

Education Leave

The District agrees that it is to the mutual benefit of the District and the employee to improve the educational standards of the work force. Accordingly, the District agrees that employees with (5) five years employment who wish to further their education, shall be permitted education leave without pay. The employee's seniority shall not be affected. Only one employee at a time from each of the **(5) five** job categories will be permitted this leave, and such leave will be granted only twice to each employee, to a maximum of (1) one year total leave.

No more than two (2) employees in Public Works, and no more than two (2) employees in Recreation Services, may access Long Term or Education Leave at any one time.

Employees in receipt of benefits when granted a Long-term or Education Leave will continue to receive benefits for thirty (30) **calendar** days after the leave begins. Such employees may prepay both the District and employee cost of benefit premiums to continue coverage, where the carrier permits such prepayment.

An employee on **Long Term** or Educational Leave will not accrue vacation **credits**, vacation pay, **sick leave credits** or **medical travel** during these leaves.

24.15 COMPASSIONATE CARE LEAVE

- (a) An **employee** will be granted a compassionate care leave of absence without pay for up to twenty-eight (28) weeks to care for a gravely ill family member. To be eligible for this leave, the employee must provide a medical certificate as proof that the ill family member needs care or support, and is at risk of dying within twenty-eight (28) weeks.
- (b) An employee who is granted a compassionate care leave to care for a gravely ill family member shall be entitled to the following benefits:
 - i. The employees benefit coverage will continue for the duration of the compassionate care leave, to a maximum of twenty-eight (28) weeks, and the premium payments shall be on the same basis as if the employee were not on leave.
 - ii. **Compassionate care leave, up to a maximum of twenty-eight (28) weeks, shall be treated as continuous employment for the purposes of seniority accrual under the Collective Agreement.**
 - iii. Sick leave and vacation accrual will continue during the first twelve (12) weeks of compassionate care leave.
 - iv. Municipal Pension Plan service may be purchased as outlined in Article 27.06.

ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES

25.01 PAY DAYS

Employees shall be paid every second Friday in accordance with Schedule A attached hereto and forming part of this Agreement.

The District may not make deductions from wages or salaries unless authorized by the employee, statute, court order, arbitration order or by this Agreement.

The District shall deposit an employee's paycheque in a financial institution of the employee's choice by **the paydate**.

The District shall provide every employee with a detailed statement identifying all hours

worked, statutory lieu time, overtime, banked time and all applicable leaves and all other deductions with every pay.

25.02 JOB CLASSIFICATION PAYMENT

Employees shall be paid the rate as set out in Schedule A for work performed. In the event an employee is assigned to work in more than one job classification during a shift, **they** shall be paid for the entire shift at the highest rate worked during that shift.

Where the higher position is outside the bargaining unit, the employee shall receive the rate of pay for that position. The employee shall be deemed to be covered by all provisions of the Collective Agreement, including Article 6. Check-off of Union Dues except Article 18 - Hours of Work, Article 19 - Overtime, Article **20.01** - Shift Premiums, Article 21.02(c) Payment Procedure (re Statutory Holidays) during the period of temporary transfer. It is understood that the Management Provisions for paid time off in lieu of overtime be applied on a prorated basis.

25.03 RATE OF PAY ON PROMOTION OR RECLASSIFICATION

An employee assigned, promoted, or reclassified in accordance with this Collective Agreement to a higher paying position shall immediately receive a rate of pay higher than the previous rate.

25.04 PAY ON TRANSFER TO A LOWER RATED JOB

When an employee is assigned in accordance with the terms of this Collective Agreement to a position paying a lower rate, **their** rate shall not be reduced.

25.05 ASSOCIATION MEMBERSHIPS

The District will pay the annual membership and certification dues for employees belonging to professional associations. The District shall pay medical costs for the renewal or maintenance of employees memberships and certifications.

25.06 FIRST AID ATTENDANTS

Building Operator Classifications must hold a valid Occupational First Aid Level 1 or higher certificate in their Job Description. **All qualified Building Operators will be responsible for the duties of first aid while on shift.**

Aquatic staff must hold a valid Standard First Aid Certification.

25.07 LEAD HAND RATE

An employee designated in the capacity of **an alternate or temporary** Lead Hand shall be paid an additional premium of ten percent (10%) above **their** rate of pay or ten percent (10%) above the highest person being supervised or directed, whichever is greater, for each hour worked. These premiums shall not be included in the calculation of overtime rates or paid holiday rates. **The rates for incumbent Lead Hand positions include the premium and are indicated in Schedule A. The incumbent Lead Hand rate is applied to all hours.**

The District maintains the right to schedule Lead Hands, or designate Lead Hands for a specified time period **or for training needs**. Working lead hand duties will be offered to employees by interview process. Lead Hand positions will be awarded based on the following factors:

Factor 1: Must possess all qualifications as per the regular duties of the position **or be able to obtain the qualifications within a reasonable amount fo time.**

Factor 2: Demonstrated technical skills, job knowledge, performed competencies and leadership skills.

Factor 3: Seniority. Minimum of **two (2) years department** seniority.

If there is no suitable candidate, the District reserves the right not to award a Lead Hand position.

25.08 TRANSPORTATION

All employees that may use District vehicles must provide the District with a signed statement **as per council policy** and have a copy of their current BC Drivers license **and driver's abstract** on file.

In the event that an employee is required to use transportation for District purposes the District shall provide such transportation.

When authorized, an employee shall be permitted to have Non-District of Mackenzie passengers in the District vehicle, when used for travel beyond District boundaries.

25.09 ADVANCED TRAINING CERTIFICATIONS

Aquatic employees possessing Advanced Instructor Trainer Certifications shall receive a premium of three (\$3.00) dollars per hour, in addition to their regular rate of pay, for all hours worked when instructing Lifeguard/Instructor Certification courses.

The applicable courses are listed below:

- i. National Lifeguard Certification
 - ii. National Lifeguard PRE-RE Certification Courses
 - iii. Lifesaving Instructor Course
 - iv. Standard First Aid Course (Canadian Red Cross/Lifesaving Society of BC & Yukon)
 - v. SEE (Supervisory Experience Evaluation) Workshop
 - vi. **Lifesaving swim instructor course**
 - vii. Recognized Fitness Theory Course (YMCA/COR/CALA)*
 - viii. Aquafit Module Certification Course (YMCA/COR/CALA)*
- *Must be a BCRPA/CALA recognized certification body.

ARTICLE 26 - JOB CLASSIFICATION AND RECLASSIFICATION

26.01 JOB DESCRIPTION

- (a) The District agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent. The District will provide updated job descriptions within thirty (30) days following the creation of a new job description or change in an existing job description.
- (b) The District will provide the Union direct access to all job descriptions.

26.02 CHANGES IN CLASSIFICATION

When the principal duties of any employee in any classification are significantly changed so that the existing classification is no longer applicable to that employee, the Union shall have the right to request reclassification for the employee.

26.03 RECLASSIFICATION GRIEVANCE PROCEDURE

If no agreement can be reached between the Union and the District, the matter shall be dealt with under Articles 12 and 13 of this Agreement.

ARTICLE 27 - BENEFITS

27.01 GENERAL

- (a) The Labour/Management Committee may as part of its functions study, review and offer recommendations with respect to all benefit plans listed in this Article. The Committee shall have full access to all pertinent information concerning the benefit plans;
- (b) All Full-time and **Permanent** Part-time employees will be enrolled in the benefit plan upon commencing employment with the District of Mackenzie.
- (c) Municipal Pension Plan
 - i. All **Full-time** employees will be enrolled in the Municipal Pension Plan immediately upon commencing employment with the District of Mackenzie.
 - ii. **Permanent Part-time** and **Part-time** employees will be enrolled as per the eligibility requirements **of** the Municipal Pension Plan.
 - iii. Should an employee not successfully complete probation period, the employee's Municipal Pension Plan contributions **may** be refunded by employee request to the Plan, **subject to Municipal Pension Plan rules.**
- (d) Part time employees who average (20) twenty hours per week over (3) three consecutive months are eligible for the benefit plan;
- (e) Part time employees who average less than (20) twenty hours per week will receive a premium of 5% of gross wages, in place of benefits plan coverage.
- (f) Seasonal employees who average twenty (20) hours per week will be enrolled in the benefits plan except for Weekly Indemnity and Long-term Disability.
- (g) **Seasonal employees who average less than twenty (20) hours per week will receive a premium of 5% of gross wages in place of benefits plan coverage.**

27.02 DENTAL INSURANCE

The District agrees to provide a dental plan which will be 100% District-paid for all employees and their dependants with coverage as follows:

Plan A	-	100%
Plan B	-	80%
Plan C	-	80% to lifetime maximum of 7,500 per person

27.03 GROUP INSURANCE

(a) Group Life Insurance

Premiums will be 100% paid by the District. The policy face value shall provide a payout at death of \$150,000.00 per employee. The benefit payable reduces by 50% at age 65 and terminates at age 70 or date of retirement if earlier. Dependant coverage will be \$20,000.00 for spouse and \$10,000.00 per dependant child.

(b) Weekly Indemnity

Premiums will be 100% paid by the employee. The policy shall provide for coverage at 70% of gross earnings to a maximum of \$1,000.00 per week. Coverage will be provided up to (26) twenty-six weeks following a waiting period of 0 days for injury or hospitalization and (3) three days for sickness to age of 70 or date of retirement if earlier.

(c) Long Term Disability

Premiums will be 100% paid by the District. The policy shall provide coverage at 70% to a maximum of \$5,000.00 per month to age of 65 or date of retirement if earlier.

(d) Accidental Death and Dismemberment

Premiums will be 100% paid by the District. The policy shall provide a payout of \$150,000.00 at death per employee. The benefit payable reduces by 50% at age 65 and terminates at age 70 or date of retirement if earlier. A percentage of the above amount is paid if the accident results in loss of use or dismemberment.

27.04 EXTENDED HEALTH PLAN

Premiums will be 100% paid by the District. The current package provides standard benefits plus oral contraceptives, vision care reimbursement up to \$600 per employee and dependent for a two year period and prescription safety glasses up to \$600 per employee and for a two year period with a prescription requirement to be eligible, orthotic footwear up to \$600 per employee and dependent per year, and Chiropractor, Physiotherapy, Naturopath, Massage Therapy, Acupuncture, and Reflexology up to \$1000 per employee and dependent per year.

Psychologist and Online Cognitive Behavioural Therapy up to \$500/year.

27.05 EYE EXAM COVERAGE

The District will provide for eye exams to a maximum of **one hundred fifty dollar (\$150)** per person in each family in a **two (2) calendar period**. **Comprehensive eye exams** shall be covered up to **one hundred dollars (\$100)** per employee and dependent **per two (2) calendar year period**.

27.06 MUNICIPAL PENSION PLAN

- (a) Employees shall participate in the Municipal Pension Plans in accordance with the Municipal Pension Plan rules, and in any future plan that may be entered into by mutual agreement of the parties hereto.
- (b) Where an employee elects to buy back pensionable service for part or all their non-contributed service, including adoption, compassionate care, maternity, or parental leave, and non-contributed part-time or probationary service, the District will follow Council Policy 5.2, Employee Benefit Policy – Purchase of non-contributory Service, with regard to reimbursement, upon receipt of purchase of service.

Council Policy 5.2, Employee Benefit Policy – Purchase of Non-contributory Service

The Council of the District of Mackenzie will contribute 50% of the cost towards the buy back of an employee's non-contributed pensionable service when served in the employ of the District of Mackenzie. Such buy back shall be subject to eligibility established by the Municipal Pension Plan.

- (c) Information on the Municipal Pension Plan, including enrolment rules and purchase of service, may be found at <https://mpp.pensionsbc.ca> .
- (d) **Pursuant to the Municipal Pension Plan's salary policy, as may be amended from time to time, the Parties agree to the following:**
 - **That overtime paid out in the same period in which it is earned is considered pensionable salary.**
 - **Deferred or banked overtime is only pensionable if taken as paid time off.**

27.07 CONTINUATION OF BENEFITS DURING WORK STOPPAGES

In the event of a work stoppage, the District agrees to maintain all benefits on behalf of

all employees. The union agrees to tender payment for premiums during this period to the District on or before the due date of the payment.

27.08 CONTINUATION OF BENEFITS WHILE ON WEEKLY INDEMNITY

For employees on Weekly Indemnity all benefit coverages shall be paid for by the District other than the Weekly Indemnity premiums which are the responsibility of the employee. The employee shall continue to accrue seniority, vacation and sick leave entitlements.

27.09 CONTINUATION OF BENEFITS WHILE ON LONG TERM DISABILITY

For employees on Long Term Disability all benefit coverages shall be paid for by the District for a maximum of (1) one year of continuous Long Term Disability payments.

After (1) one year of continuous Long Term Disability payments the employee will be offered the option of remaining on the District benefit plans at their own cost or obtaining their own coverages. Employees on Long Term Disability shall accrue seniority but not vacation or sick leave entitlements. **Medical travel days are prorated based on actual days worked in the year, if any.**

27.10 COLLECTION OF PREMIUMS WHILE ON LEAVE

Employees on Weekly Indemnity, Workers' Compensation, or other leave can pay their Weekly Indemnity premiums on a regular basis or leave these premiums unpaid for a maximum of (6) six months. After (6) six months repayment of these premiums must be made.

27.11 NORTHERN RESIDENTS TRAVEL DEDUCTION

- (a) Mackenzie is within an area designated by the Federal Government as eligible for the Northern Residents Travel Deduction. So long as the designation applies, the parties recognize that a portion of the employees' wages is provided to allow for travel outside the designated area.
- (b) Employees T-4 slips will allocate ten percent (10%) of gross earnings to a maximum of five thousand dollars (\$5000) in box 32, as eligible to be used to offset travel costs.
- (c) Employees will be solely responsible for ensuring that only eligible expenses are submitted on the employees' income tax returns.

- (d) No employee shall realize a wage increase or reduction as a result of this provision.

ARTICLE 28 - HEALTH AND SAFETY

28.01 COOPERATION ON SAFETY

The Union and the District shall cooperate in promoting and improving rules and practices which promote an occupational environment conducive to the physical and emotional well-being of employees.

28.02 COMPLIANCE WITH HEALTH AND SAFETY LEGISLATION

The District shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice to be improved upon by agreement of the Joint Health and Safety Committee or negotiations with the Union.

28.03 JOINT HEALTH AND SAFETY COMMITTEE

A Joint Health and Safety Committee shall be established which is composed of four (4) members of the Union and four (4) members of management. The Joint Health and Safety Committee shall hold meetings once per month, or more frequently if requested by the Union or by the District, for jointly considering, monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the District and the Union. Each employee is responsible for becoming familiar with their representatives on this Committee and work with them in promoting and developing a safe work environment. The Committee members will be identified during the orientation of all Employees.

28.04 HEALTH AND SAFETY COMMITTEE PAY PROVISIONS

Time spent by members of the Committee in the course of their duties shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.

28.05 HEALTH AND SAFETY CLOTHING, TOOLS, EQUIPMENT AND PROTECTION

The District shall provide all protective clothing, tools and equipment as recommended by the Joint Health and Safety Committee or as required by Health and Safety legislation.

28.06 MONITORING EQUIPMENT

The District shall provide and maintain work place monitoring equipment for detecting and recording potential and actual health and safety hazards.

28.07 DISCLOSURE OF INFORMATION

The District shall provide the Union written information which identifies all the biological agents, compounds, substances, by-products and physical hazards associated with the work environment. Where applicable, this information shall include, but not be restricted to, the chemical breakdown of trade name descriptions, information on known and suspected potential hazards, the maximum concentration exposure levels, precautions to be taken, symptoms, medical treatment and antidotes.

28.08 SAFETY AND HEALTH REPORTS, RECORDS AND DATA

The District shall provide the members of the Joint Health and Safety Committee with the details of every accident, incident, or occurrence of an occupational disease that occurred at the work site in the previous month. In addition, the District shall provide members of the Committee with any other health and safety records in the possession of the District, including records, reports and data provided to and by the Workers' Compensation Board and other government departments and agencies.

28.09 ACCESS TO THE WORKPLACE

Members of the Joint Health and Safety Committee shall conduct an inspection of the work site as necessary. No restriction shall be placed on this inspection.

In the event of an accident, an incident or an occupational health problem, a Union member and Management member of the Joint Health and Safety Committee shall be allowed to complete an investigation of the occurrence.

Union staff or Union health and safety advisors or consultants shall be provided access to the workplace if required to attend Joint Health and Safety Committee meetings, or for inspecting, investigating, surveying or monitoring the workplace.

28.10 RIGHT TO REFUSE OR STOP UNSAFE WORK

- (a) An employee may refuse to carry out any work process or operate any tool or equipment when that employee has reasonable cause to believe that to do so would create an undue hazard to the health or safety of any person, or where it would be contrary to any applicable health and safety legislation or regulations;

- (b) An employee refusing work under subsection (a) shall forthwith report the circumstances of the unsafe condition to **their** supervisor. If the supervisor does not agree that an unsafe condition exists, the employee may request that the matter be investigated by the Joint Health and Safety Committee. If this investigation does not resolve the matter, it shall be referred to an officer of the employed by Worksafe BC whose decision shall be final and binding;
- A complete procedure for reporting and handling a refusal to work under unsafe working conditions can be found at www.worksafebc.com
- (c) No employee shall be permitted to work on a job which another employee has refused until the matter is investigated and resolved as outlined in subsection (b);
- (d) No employee shall be subject to disciplinary action because **they have** refused work under this section. Temporary assignment to alternative work at no loss in pay to the employee until the matter is resolved, shall not be deemed to constitute disciplinary action.

28.11 PROPER TRAINING

No employee shall be required to work on any job or operate any piece of equipment until **they have** received proper training and instructions. The Parties agree to support employees who take on training duties as follows:

- (a) Training standards and objectives will be developed by the Employer, in conjunction with CUPE Local 3706.
- (b) Where possible, checklists will be developed for the duties, tasks and safety aspects of specific positions.
- (c) Checklists will also be developed for training requirements in relation to operating District Equipment.
- (d) Trainers will use these checklists to ensure standards and objectives are covered.
- (e) Trainers will participate in orientation to the position or the equipment, provided shadowing opportunities, and sharing tasks with trainees.
- (f) Trainers will help in assessing trainee performance and recommend where more training time is needed to meet District standards and

objectives.

- (g) Trainers are not involved in disciplinary decisions.
- (h) Designated Trainers will receive three dollars (\$3.00) per hour when **directed to undertake** training duties. This does not apply to positions with training in the job description.

During the first 120 hours of training a Building Operator, and the first 80 hours of training a Custodian or Customer Service Representative, the designated trainer will be eligible to receive the premium.

- (i) Nothing in this Article prevents Management or third parties from undertaking training duties.
- (j) The Parties will regularly share training updates at the Labour Management Committee.

28.12 INJURY PAY PROVISIONS

An employee who is injured or made sick during working hours, and is required to leave for treatment or is sent home as a result of such injury or sickness shall receive payment for the remainder of the shift at **their** 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. An employee who has received payment under this section shall receive pay for time necessarily spent for further medical treatment of the injury during regularly scheduled working hours, subsequent to the day of the accident, in accordance with Article 23.10.

28.13 TRANSPORTATION OF ACCIDENT VICTIMS

Transportation to the nearest physician or hospital for employees requiring medical care as a result of a work accident shall be at the expense of the District.

28.14 IMMUNIZATION

Immunization for hepatitis or any other illness not covered by the medical plan shall be provided by the District at the employee's option where there is a risk of work-related infection.

28.15 EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

The Employer shall provide access to an Employee and Family Assistance Program to all employees and their families. **All of the** Employment Insurance rebate shall be used to **go towards paying for** of the Employee and Family Assistance Program.

ARTICLE 29 - TECHNOLOGICAL/WORKPLACE ADJUSTMENT

29.01 TECHNOLOGICAL/WORKPLACE ADJUSTMENT

The parties agree to abide by the provisions of Section 54 of the Labour Relations Code for British Columbia except as specifically provided for in this Article.

- (a) The District will give to the Union at least (90) ninety days notice of any intended technological/workplace adjustment change that:
 - (i) affects the terms and conditions, or security of employment of employees to whom this Collective Agreement applies; and
 - (ii) alters significantly the basis upon which the Collective Agreement was negotiated.
- (b) An employee rendered redundant or displaced by technological/workplace adjustment change shall be given an opportunity to fill any vacancy for which **they are** senior and qualified. If no vacancy exists, such employee shall be laid off in accordance with Article 17;
- (c) Where new or greater skills are required than under the present methods of operation, the District shall make reasonable effort to retrain such employees over a period not to exceed (1) one year. The employees' rate of pay defined in the Collective Agreement shall not be reduced during the training period. Rates of pay for the new position shall be negotiated between the parties;
- (d) No additional employees shall be hired by the District in the department in which technological/workplace adjustment change has been introduced until the employees affected by the change are allowed a reasonable training period to acquire the necessary knowledge or skills to retain their position. This clause does not apply to the hiring of employees on a temporary basis to train present employees;

- (e) During the term of this Agreement any disputes arising in relation to adjustment to technological/workplace adjustment change shall be discussed between the bargaining representatives of the (2) two parties to this Collective Agreement;
- (f) Where the dispute cannot be settled in direct negotiations, the matter may be referred by either party directly to an arbitration board pursuant to Article 12. of this Agreement, bypassing all other steps in the grievance procedure.

ARTICLE 30 - JOB SECURITY

30.01 CONTRACTING OUT

In order to provide job security for the members of the Bargaining Unit, the District agrees that work that traditionally has been performed by bargaining unit employees will not be contracted out.

The Employer will notify the Union of its intention to have work performed by contractors, and will, emergencies excepted, afford the Union the opportunity to review it, and discuss the viability of using employees to do the work, with the Employer prior to a final decision being made.

Such notification to the Union will include full particulars of the work proposed to be contracted out and will take place at the Labour Management Meeting. In the event it is not timely to discuss the proposed work at the Labour Management Meeting, the Employer will fully consult with the Union, as soon as practicably possible, prior to any report or recommendation to Council with regard to work proposed to be contracted out.

ARTICLE 31 - UNIFORMS AND PROTECTIVE CLOTHING

31.01 UNIFORM AND PROTECTIVE CLOTHING

- (a) Clothing Allowance

Clothing and Footwear allowance for all aquatic employees (Job Category 1) will be provided on the following calendar year basis:

Full-time and Permanent Part-time employees receive the following:

- **Four hundred dollars (\$400) maximum per calendar year for swimwear, shorts, and footwear based on submitted receipts;**

Part-time employees receive the following:

- **One hundred seventy-five dollars (\$175) maximum per calendar year for swimwear, shorts, and footwear based on submitted receipts;**

Safety Equipment Allowance for Recreation Program staff (Job Category 4): one hundred and fifty dollars (\$150) maximum per calendar year for safety equipment, including skates, based on submitted receipts.

(b) Protective Clothing

Safety Boots:

Boot Allowance will be provided to all employees for required departments up to two hundred and fifty dollars (\$250) per year upon receiving receipt of purchase. Boots purchased must be of the safety type and have a GREEN CSA triangle. New employees are eligible to submit receipts upon completion of their probationary period.

(c) Uniforms

Each employee will be issued as required and will wear a uniform on the following basis:

i. Aquatics (Job Category 1)

Full-time and Permanent Part-time will be issued the following branded clothing:

- **two (2) T-shirts, two (2) tank tops, one (1) Hoodie**

Part-time employees will be issued the following branded clothing:

- **one (1) T-shirt, one (1) tank top, one (1) hoodie**

ii. Building & Maintenance Employees (Job Categories 2 & 5)

Full-time and Permanent Part-time Building & Maintenance employees will be issued the following branded clothing:

- **Two (2) T-shirts, one (1) long sleeve shirt and one (1) jacket.**

Part-time Building & Maintenance employees will be issued:

- **Two (2) T-shirts, one (1) jacket**

iii. Customer Service Representative (Job Category 3)

All Customer Service Representatives will be provided with the following branded clothing:

- **two (2) long sleeve shirts, two (2) t-shirt style shirts, one (1) hoodie**

iv. Recreation & Program (Job Category 4)

All recreation and program staff will be issued the following branded clothing:

- **one (1) shell type jacket with logo, two (2) T-shirts and one (1) hoodie**

31.02 PROTECTIVE CLOTHING

Any protective clothing which is to be worn as required for their employment, will not be worn for non-work activities and is therefore not a taxable allowance for the employee.

ARTICLE 32 - GENERAL CONDITIONS

32.01 PROPER ACCOMMODATION

Proper accommodation shall be provided for employees to have their meals and coffee breaks and store and change their clothes as presently provided.

The District shall supply coffee maker, coffee **and tea for employees.**

32.02 BULLETIN BOARDS

The District shall provide bulletin boards which shall be placed so that all employees will have access to them 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.

32.03 LIABILITY POLICY

The District agrees to carry a Comprehensive Liability policy which covers all employees in the performance of their duties.

32.04 PRESENT CONDITIONS TO CONTINUE

All rights, benefits, privileges, customs, practices and working conditions which employees now enjoy, receive or possess shall continue, insofar as they are consistent with this Agreement unless modified by mutual agreement between the District and the Union.

32.05 USE OF FACILITIES

- (a) The District will provide at no cost to the Union a meeting room where its members can meet for membership meetings.
- (b) Employees will be **issued an employee membership at no cost to access the Recreation Centre** upon successful completion of their probationary period. This benefit does not apply to employees' family or spouses;
- (c) **Retirees will be issued a retiree membership at no cost to access the Recreation Centre. This benefit does not apply to Retirees' family or spouses;**

ARTICLE 33 - COPIES OF AGREEMENT

33.01 COPIES OF AGREEMENT

The Union and the District desire every employee to be familiar with the provisions of this Agreement and **their** rights and obligations under it. For this reason the District shall print, at its own costs, sufficient copies of the Agreement in booklet form. The Union shall ensure all new employees receive a copy of the agreement upon their induction by a Union Representative.

ARTICLE 34 - TERM OF AGREEMENT

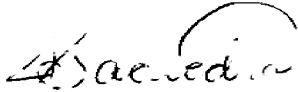
34.01 TERM

This Agreement shall be in force and effect from January 1, **2024** to and including December 31, **2026** and thereafter from year to year unless either party to this Agreement gives notice in accordance with the Labour Relations Act of British Columbia. Both parties shall adhere fully to the terms of the Agreement during collective bargaining even if negotiations extend beyond the expiry date of this Agreement.

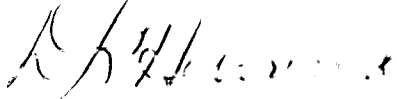
IN WITNESS WHEREOF the District of Mackenzie (Leisure Services) has hereunto been affixed, attested by the hand of its proper officers in that behalf, and has been executed by the duly

authorized officers of the Union on the day and year below-written.

FOR THE UNION:



President CUPE Local 3706

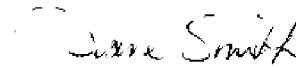


Vice President

FOR THE EMPLOYER:



Mayor



Chief Administrative Officer

July 12, 2024

Date

LETTER OF UNDERSTANDING

**Between
CUPE Local 3706
and
The District of Mackenzie**

RETURN TO WORK

Whereas:

The Parties support the value of rehabilitating injured employees and identifying meaningful opportunities to retain or return them to work in a meaningful and timely manner, and;

The parties recognize that injured employees can face special challenges in returning to work. A stay-at-work or early return-to-work within the prescribed limitations may benefit both the District of Mackenzie and the employee, and;

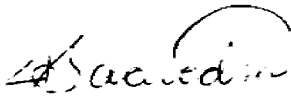
The support of injured employees requires the cooperation and active involvement of the District of Mackenzie, the Union and employees.

The Parties agree that:

- (a) Employees are expected to participate in and cooperate reasonably with assessments, rehabilitation, the return-to-work process and work arrangements;
- (b) At the earliest appropriate opportunity, the District of Mackenzie will discuss the availability of stay-at-work and early return-to-work opportunities with an injured employee. These will include;
 - i. Modified duties based on changes in the pre-injury job;
 - ii. Alternate duties based on assignments to another job or other work; and
 - iii. Graduated duties based in incremental work duties or hours over a period of time.
- (c) Supervisors will identify work that can be assigned to injured employees as graduated, modified or alternate duties;
- (d) A return-to-work plan will be developed prior to an injured employee returning to work from an injury;
- (e) A medical report from the employee's physician or their medical endorsement of a proposal will be obtained prior to finalizing a return-to-work plan;

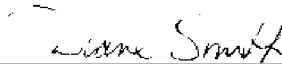
- (f) This should cover an work limitations, the duration of any permanent or temporary limitations, and medical approval to work. The plan will include:
- i. A description of the modified or alternate duties to be performed;
 - ii. Information concerning working conditions, including any graduated duties or hours of work, scheduling or other arrangements;
 - iii. Pay and affected benefits;
 - iv. Progress review dates and end date as appropriate.
- (g) The plan will be outlined in writing to the employee;
- (h) The plan will not include any tasks that are deemed unsuitable by the employees' physician.

This Letter of Understanding will not in any way reduce the Employer's duty to accommodate an employee where such an accommodation is required under the BC Human Rights Code.



President CUPE Local 3706



Vice President

Chief Administrative Officer



Mayor

July 12, 2024

Date

LETTER OF UNDERSTANDING

**Between
CUPE Local 3706
and
The District of Mackenzie**

WORK ASSIGNMENTS

The parties recognize that for unscheduled, emergency situations, employees may be assigned to any job category within their area of responsibility. This work assignment will not require any special certification, skills or training and will be limited to less than one (1) hour per instance.

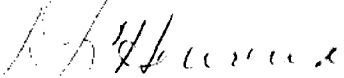
Furthermore, in order to foster a spirit of cooperation and teamwork, employees may be assigned to assist an employee within their area of responsibility to complete a larger task in a timely and efficient manner on occasion. This work assignment will not require any special certification, skills or training and will be limited to less than fifteen (15) minutes per instance.

The District may also seek to consult the Union in extending these time lines, on a one by one basis. Such extensions will only be by mutual agreement.

Areas of responsibility are defined as work traditionally performed by Public Works and Recreation Services Departments.



President CUPE Local 3706



Vice President



Chief Administrative Officer



Mayor

July 12, 2024

Date

LETTER OF UNDERSTANDING

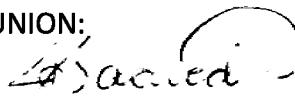
**Between
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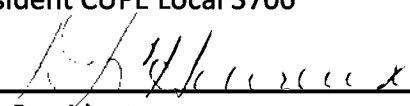
PARKS MAINTENANCE – SEASONAL PARKS

The Public Works (PW) summer **Parks Maintenance** job classification will be offered to employees on the basis of the following provisions:

- A notice will be posted annually in the spring, seeking the names of Permanent Part-time and Part-time employees who have completed their probationary period or trial period in any posting, and may be interested in working in the PW **Parks Maintenance** job through-out the summer months,
- PW Part-time employees will have preference for this work and will have their names recorded at the top of the list in order of seniority. Leisure Services Permanent Part-time and part-time employees who have indicated interest in the summer work will have their names recorded on the list below the PW part-time employees in order of seniority.
- All employees on the list will be trained to perform the duties of the PW **Parks Maintenance** job.
- When part-time shifts are required to be filled, the work will be offered by seniority to employees on the list who are available to work to top up their hours within the week. Employees will not be eligible to work in the summer job if they have already been scheduled to work in their regular jobs when the PW **Parks Maintenance** job shifts are required.
- The wage rate for this summer work is as outlined for the PW **Parks Maintenance** job in Schedule A.
- For the job classification Saturday and Sunday shall be considered days of rest.
- When these summer part-time shifts are worked, the hours will be credited to the seniority hours in the employees' regular jobs.

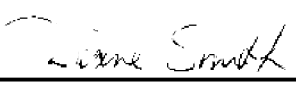
FOR THE UNION:




President CUPE Local 3706


Vice President

FOR THE EMPLOYER:



Mayor


Chief Administrative Officer

July 12, 2024

Date


LETTER OF UNDERSTANDING

**Between
CUPE Local 3706
and
The District of Mackenzie**


REQUEST TO ADD 1 (ONE) FLOATER BO POSITION

Management wishes to add 1 (one) position titled "Floater Building Operator". This position would only employ 1 person, be Permanent Part-Time, guaranteed 28 hours per week. The purpose of the position is to allow Management to be flexible with allowing time off requests. Below are some guidelines on the position:

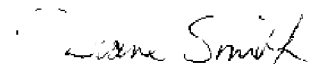
- This position would not be tied to a shift selection
- The rules of permanent part-time employees will still be followed as per the collective agreement
- Management will schedule this position in advance, at least two weeks
- Change of shifts would follow the rules of the collective agreement and must be mutually agreed upon
- This position would accrue seniority in the department as any other employee would



President CUPE Local 3706



Vice President



Chief Administrative Officer



Mayor

July 12, 2024

Date

Schedule A – Wage Rates

Classification	2024	2025	2026
	4.0%	3.5%	3.5%
<u>Job Category 1</u>			
Aquatic Lead Hand	35.20	36.44	37.71
Lifeguard	25.20	26.08	26.99
Lifeguard Instructor I	28.75	29.75	30.79
Lifeguard Instructor II	32.01	33.13	34.29
Aquatic Instructor	25.20	26.08	26.99
<u>Job Category 2</u>			
Building Operator Lead Hand *	38.07	39.41	40.79
Building Operator Level II **	34.61	35.82	37.08
Building Operator Level I **	31.46	32.56	33.70
Building Operator Trainee **	28.84	29.85	30.89
Building Operator (Mtce II Incumbent only)	36.84	38.13	39.46
Custodian	23.05	23.85	24.69
<u>Job Category 3</u>			
Customer Service Representative	23.05	23.85	24.69
<u>Job Category 4</u>			
Recreation Activity Leader Lead Hand	31.61	32.71	33.86
Recreation Activity Leader	28.75	29.75	30.79
Program Facilitator	25.01	25.89	26.79
Recreation Attendant	23.05	23.85	24.69
<u>Job Category 5</u>			
Building and Grounds Maintenance Lead Hand	41.34	42.79	44.28
Building and Grounds Maintenance Worker	37.58	38.89	40.25
Building and Grounds Maintenance Worker Trainee 2**	35.79	37.04	38.34
Building and Grounds Maintenance Worker Trainee 1 **	34.08	35.27	36.51

* Building Operator Lead Hand – For a person classified as “Building Operator (Mtce II Incumbent only)”, if awarded Lead Hand, their Lead Hand rate would be 10% higher than the Building Operator (Mtce II Incumbent) rate. For a Building Operator Level II, if awarded Lead Hand, their Lead Hand rate would be the rate as posted in this Schedule A.

** Building Operator & BGM pay levels are determined by qualifications and hours worked, as set out in the applicable job descriptions.

SCHEDULE B

VACATION ENTITLEMENT

COLUMN 1	COLUMN 2	COLUMN 3
YEAR OF SERVICE	8 HOURS PAY PER DAY PER YEAR	VACATION PAY AS % OF GROSS SALARY
1 st Year	10 days	4.0%
2 nd Year	15 days	6.0%
3 rd Year	15 days	6.0%
4 th Year	15 days	6.0%
5 th Year	16 days	6.4%
6 th Year	17 days	6.8%
7 th Year	18 days	7.2%
8 th Year	19 days	7.6%
9 th Year	20 days	8.0%
10 th Year	21 days	8.4%
11 th Year	22 days	8.8%
12 th Year	23 days	9.2%
13 th Year	24 days	9.6%
14 th Year	25 days	10%
15 th Year	26 days	10.4%
16 th Year	27 days	10.8%
17 th Year	28 days	11.2%
18 th Year	29 days	11.6%
19 th Year	30 days	12.0%
20 th Year	31 days	12.4%