

COLLECTIVE AGREEMENT

between the

DISTRICT OF TUMBLER RIDGE



AND

**CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE)
LOCAL 2979**



JANUARY 1, 2022 TO DECEMBER 31, 2026

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ARTICLE 1 PURPOSE

1.01 General

It is the purpose of the agreement to promote and maintain harmonious relations between the Employer and the Union; to provide an amicable method of settling grievances or differences which may possibly arise; and to set forth rates of pay, hours of work, and other conditions of employment to prevent strikes and lockouts, waste, unnecessary expense, and avoidable delays in carrying out duties.

ARTICLE 2 MANAGEMENT RIGHTS

2.01 General

The management of the Employer's affairs and operations and the direction of the working forces, including the hiring, promoting, transferring, demoting and disciplining, etc. of employees, is vested exclusively in the Employer, except as may be otherwise specifically provided in this Agreement.

ARTICLE 3 UNION RECOGNITION

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees, Local 2979, as the sole collective bargaining agent on behalf of those employees for whom the Union has been certified under the provisions of the Labour Relations Code and hereby agrees to negotiate with the Union, or any of its authorized committees, aiming toward a peaceful and amicable settlement of any differences that may arise between them.

3.02 Excluded from Unit

The following positions shall be excluded from the bargaining unit:

Chief Administrative Officer	Director of Finance
Director of Corporate Services	Director of Facilities Operations
Director of Operations and Infrastructure	Director of Protective Services, Fire Chief
Director of Community Services and Facilities	Director of Economic Development and Tourism
Director of Human Resources	Protective Services Specialist, Deputy Fire Chief
Deputy Corporate Officer	Finance Manager
Facilities Manager	Recreation Manager

3.03 Right of 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 Employer. No representative, employee, or group of employees shall undertake to represent the Union at a meeting with the Employer without the proper authorization of the Union.

3.04 Union to Notify

The Union shall notify the Employer, in writing, of the current officers, stewards, and committee members of the Union within thirty (30) days of any changes.

3.05 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative which may conflict with the terms of this Collective Agreement.

ARTICLE 4 DISCRIMINATION/HARASSMENT

4.01 General

There shall be no discrimination by the Employer or by the Union with respect to any employee as provided in the Labour Relations Code, nor by reason of membership or activity in a trade union.

4.02 Harassment and Bullying

The Employer and the Union will not tolerate harassment or bullying. Any complaint or allegation of harassment at the workplace not satisfactorily resolved shall be dealt with by the parties through the grievance procedure.

Harassment may occur in a variety of ways and may, in some circumstances, be unintentional. Regardless of intent, such conduct is not acceptable and may also constitute a violation of human rights legislation. Harassment may originate with co-workers, superiors, subordinates, or members of the public and may arise from comment or conduct which is directed at another person's race, color, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age.

Harassment refers to any conduct, whether verbal, physical, or by innuendo, that:

- (a) is likely to cause offense or humiliation to any person;
- (b) has the purpose or likely effect of interfering with work performance;

(c) creates an intimidating, hostile, or offensive working environment;

(d) is reasonably perceived by a person as placing a condition on employment, opportunities for training or promotion, or any term or condition of employment.

Confirmed acts of harassment will be treated in a most serious manner and may, depending upon the circumstances, be cause for discipline, including dismissal.

4.03 Grievances

A grievance relating to alleged discrimination, harassment, and bullying will be launched at Step 3 of the Grievance Procedure.

ARTICLE 5 UNION SECURITY

5.01 Union Membership

All employees who are currently members of the Union shall remain members as a condition of employment. All new employees hired in a union position, as a condition of employment, shall become and remain members of the Union.

5.02 Deduction of Fees and Dues

The Employer shall deduct fees and dues from the pay of each employee who shall provide, as a condition of employment, a signed written Assignment of Wages to the Union substantially in the form contained in Section 16 of the Labour Relations Code.

5.03 Remittance to Union

The Employer shall remit to the Union fees and dues deducted by the fifteenth of the month following the month in which the deductions were made, together with a written statement containing the names of employees from whom deductions were made and the amount from each.

5.04 Union to Notify

The Union shall notify the Employer in writing of the current fees and dues, and deductions under the provisions of this Article shall only be made upon receipt and in accordance with such notification.

5.05 Tax Information

When Income Tax Information (T-4) slips are provided to an employee, the Employer will include the amount of Union fees and dues deducted in the previous year.

5.06 Informing Potential Employees

The Employer agrees to inform potential employees that the Collective Agreement is in effect and with the conditions of employment in Article 5 of this agreement..

5.07 Introduction of New Employee

The Employer shall advise a new employee, in writing, prior to or on commencement of employment, the name and location of the local Union Executive and stewards. The Employer will provide a copy of the Collective Agreement to each new employee. The Employer shall notify the Union in writing when a new employee is hired.

5.08 Union Orientation

The Employer shall notify the President of the Local Union or his/her designate when a new employee is starting work so that a Union representative may introduce him/herself to the new employee. A representative of the Union shall also be given an opportunity to meet with each new employee within regular working hours, without loss of pay, for a maximum of forty-five (45) minutes during the first month of employment for the purpose of familiarizing the new employee with the terms and conditions of the Agreement. The employee's immediate supervisor must be informed of and approve the meeting time. Such approval will not be unreasonably withheld.

5.09 Work of the Bargaining Unit

Persons whose jobs are not in this bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purposes of instruction, experimenting or in 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.

ARTICLE 6 GRIEVANCE PROCEDURE

6.01 Definition

Any difference arising between the Employer and the Union relating to the dismissal or discipline of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including a question as to whether a matter is arbitrable, shall be resolved, without stoppage of work, in accordance with this Article, in order to provide an orderly and speedy procedure to settle a difference.

6.02 Steps to Settle

An earnest effort shall be made to settle grievances promptly in the following manner:

- Step 1: The employee and the immediate exempt supervisor will attempt to settle the matter. If the employee so wishes, the employee may be accompanied by a steward or union officer. From the time this step is commenced, they shall have seven (7) days to settle the matter at this step.
- Step 2: The employee, Union Appointed Representative, Human Resources, and the Department Head shall attempt to settle the matter, which shall have been put in writing. The written grievance shall indicate the alleged breach of the Agreement, indicating the applicable article and the proposed resolution. From the time this step is commenced, they shall have seven (7) working days to settle the matter at this step. The response to the grievance shall be in writing.
- Step 3: The Union and the Chief Administrative Officer shall attempt to settle the matter. From the time this step is commenced, they shall have ten (10) days to settle the matter at this step. The response to the grievance shall be in writing.

6.03 Launching a Grievance

Any grievance must be launched within ten (10) days of when the matter arose or when the grievor or Union reasonably could have become aware of the matter.

6.04 Advancing Grievance

If advancing an unsettled grievance to the next step of the Grievance Procedure, this must be done, in writing, by the grieving party within ten (10) days of the end of the period allotted to the last unsuccessful step.

6.05 Time Limits

The time limits may only be extended by mutual agreement of the Parties and in writing.

6.06 Policy Grievance

Where a dispute involves a matter of general application or interpretation, the Union may launch the grievance at Step 2; and the Employer may launch the grievance at Step 3.

6.07 Arbitration

If a grievance is not settled at Step 3, the grieving party (the Union or the Employer) may submit the matter to arbitration for final settlement by a single arbitrator. It shall do so by notifying the other party, together with the name(s) of its suggested arbitrator(s), using registered mail within ten (10) days of the final date in Step 3.

The other party shall respond by registered mail within five (5) days of the receipt of the submission, indicating its suggested arbitrator(s), and the parties shall thereafter have fifteen (15) days to agree on an arbitrator.

Where there is a failure to agree upon an arbitrator within the fifteen (15) day period for so doing, either party may request the Director, Collective Agreement Arbitration Bureau, to make the appointment within 15 days.

As an alternative to a single arbitrator, the parties may, by mutual agreement, agree to appoint a three (3) person arbitration panel to hear the case. The provisions of the Labour Relations Code with respect to grievance arbitration shall apply.

Each party will pay fifty percent (50%) of the arbitrator's cost and are responsible for their own expense and the expenses of their own nominee.

6.08 Expedited Arbitration

By mutual agreement of the parties, an unresolved grievance proceeding to arbitration may be referred instead to an expedited or "fast-track" arbitration, which shall be chaired by a mutually agreed-to arbitrator, who shall agree to have the following criteria govern the hearing. The parties shall endeavor to agree, if possible, on up to two (2) Peace Region residents to serve as expedited arbitrators under this agreement on a rotating basis.

The Union will use elected officers of the Local, National Representatives or consultants. The Employer will utilize either its excluded staff or its consultant.

- (a) The parties will try to arrive at a prepared, agreed-to statement of facts for joint presentation to the arbitrator.
- (b) Formal rules of evidence will be waived except for the rule of "onus."
- (c) The procedure guidelines for expedited arbitration are agreed to be as follows:

- (a) Opening Statement

A short, concise statement of the issues will set out the case from each party's perspective. The appointee will seek at this point to define the real issue and to determine what evidence is agreed to and what is not.

(b) Hearing

Sufficient witnesses shall be called to ensure the facts and allegations are adequately canvassed. Where it is an issue of credibility or conflicting evidence, key individuals may be required by the appointee to testify.

(c) Argument

The parties will not cite exhaustive arbitral jurisprudence but will normally refer to Brown and Beatty or Palmer for summary purposes.

(d) Decision

If an attempt at a mediated settlement fails or is not appropriate, and if the ensuing arbitral decision can be rendered after a short deliberation, the arbitrator will do so.

6.09 "Day Defined."

In this Article, "day" means a working day.

ARTICLE 7 DISCHARGE AND DISCIPLINE

7.01 Cause

The Employer shall not dismiss or discipline an employee bound by this Agreement except for just and reasonable cause or as provided in Article 9.03.

7.02 Grievance Involving Discharge, Discipline

A grievance involving a matter related to discipline may be launched in Step 2 of the Grievance Procedure. Discharge or termination may be launched at Step 3 of the Grievance Procedure.

7.03 Steward in Attendance

When a supervisor intends to discuss with an employee for disciplinary purposes, the supervisor will so notify the employee in advance, providing 24-hour notice, and advise the employee of their rights to have a Union-appointed steward in attendance. At such a meeting, or if the employee believes that any discussion with the exempt supervisor might be the basis of disciplinary action, the employee must be advised of their right to Union Appointed Representation, provided such representation does not result in an undue or unreasonable delay of the meeting, discussion, or of the action to be taken.

7.04 Personnel Records

An employee has a right to access to that employee's personnel file upon giving reasonable notice (48-hour notice) to the Employer and shall be permitted to photocopy documents in it. An exception is solicitor-client privileged documentation. The Employer will not introduce as evidence in any arbitration hearing any disciplinary document from the employee's personnel file, the existence of which the employee was not aware.

7.05 Records Retention

The Employer shall remove material of an adverse or disciplinary nature from an employee's file after a eighteen (18) month period, providing material of a similar nature has not been added.

All other information shall be kept in accordance with the Employment Standards Act and Regulations, Canada Pension Plan Act, Unemployment Insurance Act and Freedom of Information and Protection of Privacy Act.

ARTICLE 8 SENIORITY

8.01 Seniority Defined

Except as otherwise provided in this Agreement, seniority for all regular full-time employees shall commence on the date of most recent hire. A regular part-time employee will be given credit for seniority hour for hour worked from the date of most recent hire. A probationary employee does not have seniority. Seniority is credited when an employee becomes a regular employee. Leaves of absence granted under Article 17 will be counted for seniority purposes.

Casual and Temporary employees shall accumulate hours of credit toward seniority which will be applied after completing a probation period in a regular position for those hours worked within the preceding twelve (12) months.

In applying for regular positions, Casual and temporary employees are entitled to utilize their accumulated length of temporary and/or casual service, accumulated on the basis of days worked, as if such accumulated service was seniority (maximum 1/2 days accrual for any day or part day worked). This provision does not apply to Summer Jobs Placements or to casual, seasonal, and temporary employees who have not performed any work for the Employer in the six (6) calendar month period immediately preceding the posting.

8.02 Seniority List

The Employer shall maintain a seniority list, which will show the date each employee commenced accumulation of seniority. An up-to-date list will be posted on appropriate bulletin boards and will be sent to the Union at the beginning of each month.

8.03 Loss of Seniority

An employee shall lose seniority and shall no longer be an employee in the event the employee:

- (a) is discharged for just cause;
- (b) voluntarily terminates;
- (c) is absent from work without notification in excess of five (5) working days without acceptable cause to the Employer;
- (d) is on lay-off and recall rights expire;
- (e) fails to comply with the terms of the recall provisions;
- (f) is paid severance pay;
- (g) retires.

8.04 Appointment Outside Unit

An employee appointed to a position outside the bargaining unit, within forty-five (45) days worked of such appointment, can choose to return or can be returned to the position held in the bargaining unit. In

such a case the employee's seniority as at the date of the outside appointment shall be restored. Any other employee promoted or transferred as a result of the appointment shall also be returned to former position, and any employees who may have been hired shall be terminated without notice.

8.05 Application of Seniority

Seniority shall be applied in accordance with the terms of this Agreement, and where applied, it shall be applied on a bargaining-unit wide basis.

ARTICLE 9 STAFF AND STAFF CHANGES

9.01 Job Postings

When a new position is created or a vacancy is to be filled in the bargaining unit (including seasonal positions, temporary positions, and casual), the Employer shall post notice of the position internally on bulletin boards at all locations for at least seven (7) working days. This notwithstanding, the Employer is not required to post temporary positions of less than three (3) consecutive months duration and casual work of a short-term day-to-day nature.

Temporary postings being filled internally must receive written approval from all Department Heads affected by the transfer. The Employer will permit only two (2) internal temporary replacements at any one time by regular employees.

9.02 Information on Postings

Such posting will contain the following information: description of the position; qualifications; required skills; knowledge and education; current shift; hours of work; location, and wage rate or salary range. All external postings shall contain the same information as internal postings. or salary range.

9.03 Probation

A person hired for a regular position shall serve a probationary period to determine competency and suitability, as judged by the Employer, for the position and service with the Employer. The employee may be terminated at any time during the probationary period without notice. Upon successful completion of the probationary period, the employee shall be considered a regular employee. The length of the probationary period shall be sixty (60) working days.

In order to determine suitability, all probationary employees will receive progressive performance reviews to indicate their competency and suitability clearly.

A person hired for a regular position who had been filling the same position as a casual or temporary employee shall receive credit for work performed in the preceding twelve (12) months as part of the probation period to a maximum of thirty (30) working days.

9.04 Trial

If a regular employee is appointed (whether by promotion, demotion, transfer, or bumping) to fill a position, the employee shall be placed on trial in the new position for a period of forty-five (45) working days. At any time during the trial period, the Employer has the right to end the trial period.

Conditional on satisfactory service and suitability for the position, as judged by the Employer, the employee shall be considered to have successfully completed the trial period. Only work previously performed in the previous six (6) months in the new position on a temporary, fill-in basis shall count towards trial days.

During the trial period, in the event the employee chooses to return to the employee's former position, or is judged by the Employer to be unable to perform the duties of the new classification or to be unsuitable, except in the case of demotion or bumping the employee shall be returned to the employee's former position. Any other employee promoted or transferred as a result of the appointment, shall also be returned to the former position, and any employee who may have been hired shall be terminated without notice. An employee who is serving a trial period as a result of a bump shall receive the regular rate.

9.05 Selection

In filling job vacancies, including promotions and transfers, the position shall be filled based upon qualifications, skills, and ability to perform the job. If qualifications, skills, and abilities are relatively similar, then seniority shall prevail.

9.06 Classifications

The classifications shall be as listed in Schedules "A" & "B".

The Employer shall prepare Classification Specifications for each classification in Schedules "A" & "B". A copy of each of the Specifications and any changes made thereto from time to time, shall be provided to the Union.

If a new classification is established by the Employer or if a substantial change is made to any existing Specifications, the rate and Classification Specifications will be established by the Employer and the Union will be advised. If the Union objects to the new rate, in writing, within thirty (30) days, the Parties will meet to negotiate the rate. If the parties cannot agree on the rate, the rate will be determined by a one-person arbitration board established as provided in the final step of the grievance procedure.

If an employee believes that as a result of changes in duties, they no longer substantially fall within the employee's classification, the employee may apply for reclassification to another or a new classification. The application will be considered by the Employer and if the employee is not satisfied with the result, the Union may process the matter of the appropriate classification at Step 3 of the grievance procedure. Should no settlement be reached, the arbitration step may be utilized with a one-person arbitration board. The arbitrator, in such a case, is limited to determining which of the existing classifications is appropriate, or requiring the Employer to establish a new one, which is appropriate.

9.07 Rate of Pay on Promotion, Transfer or Demotion

An employee who moves to a position in a higher pay classification shall move to the higher wage scale and be paid on the first step of the higher scale that results in a salary increase.

An employee who moves to a position in another classification at the same pay scale shall not change pay rate.

An employee who moves to a position in a lower pay classification shall move to the lower salary scale and be paid on the step of the new scale that results in the smallest salary decrease.

ARTICLE 10 LAYOFF AND RECALL

10.01 Definition of Layoff

A layoff is a temporary or indefinite and involuntary:

- (a) separation of an employee from employment; OR
- (b) reduction of hours of work of a regular full-time employee due to insufficient work or insufficient funds budgeted.

10.02 Layoff Order and Notice

In the event of layoffs, such layoffs shall be in reverse order of seniority. An employee about to be laid off may bump an employee with less seniority providing the employee exercising the right has the skills, knowledge and abilities to perform the work of the less senior person.

Except as otherwise provided in this Agreement, employees shall be given fifteen (15) working days notice of layoff or pay in lieu of notice, except when the layoff is three (3) working days or less in duration or in emergent circumstances.

10.03 Bumping

Subject to qualifications, skills, knowledge, and ability to perform the job, the Employer agrees that in the event of a lay-off in excess of three (3) working days, an employee laid-off shall have the opportunity of bumping any other employee in a classification with less seniority. An employee so bumped may, under the same conditions bump any other employee.

An employee who wishes to bump any other employee shall advise the Employer of this decision within five days of receipt of notice of lay-off. An employee who is bumped shall be laid-off with notice or pay in lieu of notice, and an employee in such a situation who in turn chooses to bump shall advise the Employer of this decision within five (5) days of the receipt of the lay-off notice; and so on.

A regular full-time employee who can bump can bump a regular employee. A regular part-time employee can only bump another regular part-time employee.

10.04 Recall Rights

Regular employees who have been laid off shall have recall-to-employment rights for twelve (12) months from the effective date of the layoff. An employee who is recalled shall lose recall rights if the employee fails to return to work on the date specified, or ten (10) working days after the notice is given if the date of return to work is within ten (10) days of the date of notice to return. An offer by the Employer of an appointment as a casual employee or as a temporary employee does not affect the recall rights of the employee on lay-off, whether the offer is accepted or not.

10.05 Recall

Employees on layoff shall be recalled to classifications at the same or lower rate of pay in the order of seniority, provided the persons involved have the skills, knowledge, and abilities to do the jobs.

It is the responsibility of the employee with the recall rights to keep the Employer informed in writing of the employee's current address and telephone number.

10.06 Severance Pay

An employee who is laid-off may elect, in writing, to relinquish recall-to-employment rights and be paid severance pay in accordance with the following schedule:

- (a) one (1) week pay where the employee has completed three (3) months service;
- (b) two (2) week's pay where the employee has completed six (6) months of service;
- (c) three (3) week's pay after three (3) years plus one (1) week's pay for each additional year to a maximum of eight (8) week's pay in total.

A "week's pay" means the pay for the normal workweek of the employee involved at the rate in effect on the effective date of the lay-off.

The election by the employee to be paid severance pay must be made and the Employer so advised within thirty (30) days of the effective date of the lay-off.

10.07 Grievances

A grievance related to the matter of layoff, recall, bumping, or severance pay may be launched at Step 2 of the grievance procedure.

ARTICLE 11 HOURS AND DAYS OF WORK

11.01 Full-time

- (a) The normal work pattern for a regular full-time employee in Schedule "A" and "B" shall provide five (5) consecutive work days followed by two (2) consecutive days off, which for overtime calculation purposes shall be considered to be in the same work week.
- (b) The normal work day for all regular full-time employees in classifications in Schedule "A" shall be eight (8) hours, exclusive of meal period.

Subject to operational requirements, an alternative normal workweek and workday shall consist of four (4), ten (10) hour shifts followed by four (4) days off.

- (c) The normal work day for all regular full-time employees in classifications in Schedule "B" shall be seven and one-half hours, exclusive of meal period.
- (d) There shall be no split shifts except for regular part-time employees. An employee on a split shift will be paid a minimum of two (2) hours at straight-time pay for each segment of the split shift. The Employer shall endeavor to schedule split shifts as closely together as possible and to give a minimum of five (5) days' notice. The provisions of Section 33 of the Employment Standards Act shall apply.
- (e) In the event that scheduling demands require a shift variance for aquatic staff, and a change to a 4, 10-hour shift schedule from 5:45 am to 3:45 pm Monday through Thursday is necessary, such variance shall be subject to the collective agreement and any changes to the established schedule shall be made in consultation with the affected employees and their union representative, if applicable and upon mutual agreement.
- (f) Other arrangements can be made upon mutual agreement of the Union and the Employer.

11.02 Part-time

A regular part-time employee is an employee who normally works fewer hours in a day and/or fewer days in a week than a regular full-time employee in the same classification. The normal work pattern for a regular part-time employee shall provide for at least two (2) consecutive days off.

11.03 Rest/M Meal Periods

- (a) A full-time employee who works the complete first half of a full-time shift shall be allowed a fifteen (15) minute rest period on the job during that half-shift; and a full-time employee who works the complete second half of a full-time shift shall be allowed a fifteen (15) minute rest period on the job during that half-shift.
- (b) A part-time employee who works more than two (2) consecutive hours but less than six and one half (6.5) consecutive hours shall be allowed one (1) fifteen (15) minute rest period during such working period. A part-time employee who works more than six and one half (6.5) consecutive hours shall be allowed two (2) fifteen (15) minute rest periods during such working period.

- (c) Any employee working a shift of more than five (5) hours shall be entitled to a meal period, without pay, scheduled at an appropriate time. The length of the meal period shall be not less than thirty (30) minutes and not more than sixty (60) minutes. An employee required to be on duty during that employee's meal period shall be paid for such meal period, the paid meal period shall be thirty (30) minutes, and the paid meal period shall be considered as part of the normal work day hours on such days.

11.04 Minimum Guarantee

An employee who reports for and commences work on the employee's regular schedule will be paid the employee's regular basic rate of pay, either for the scheduled shift or a minimum of four (4) hours' pay, whichever is less. An employee who reports for work on the employee's regular schedule but does not commence work will be paid the employee's regular basic rate of pay, either for the scheduled shift or a minimum of two (2) hours' pay whichever is less, unless the employee is unfit to work or fails to comply with the Industrial Health and Safety Regulations of the Worksafe BC.

11.05 Call-Out

A regular full-time employee who is not on standby and who is called-out to work outside that employee's regular working hours, without previous notice, shall be paid for a minimum of two hours. Call-out shall be paid at the rate of two times the employee's basic rate. None of such hours of work shall be counted in the hours worked for overtime calculations.

11.06 Part Time Employees – Extra Hours

Regular part-time employees are not eligible for Call-Out, Article 11.05. Consequently, management will endeavour to utilize regular part-time employees for additional hours per week in the various union positions in the District, as follows:

- (a) An Employee must be qualified to perform the duties of the position.
- (b) There must be co-ordination of scheduling to ensure that overtime does not occur.
- (c) An employee will be paid the casual rate for the position they are filling in.

11.07 Shift Change

If twenty-four (24) hours notice of a shift change is not given to a regular employee, the hours of the new shift worked prior to the starting time of the regular shift shall be paid at the rate of double the employee's basic rate.

11.08 Work Week Defined

The work week shall commence at 12.01 a.m. Monday.

11.09 Community Service Maintenance Employees

- (a) The shift cycle shall run from Monday through Sunday each week, for a period of eight weeks.
- (b) When the four day on/four day off schedule worked by Community Service maintenance employees, and Community Service Custodial employees, such employees work four, four day weeks and four, three day weeks in each eight week shift cycle.
- (c) In any week during which a regular full-time Community Service maintenance employee or a regular full-time custodial employee is scheduled to work three (3) ten (10) hour days, that employee shall be eligible to work up to an additional ten (10) hours at regular rates of pay in that same week, provided those additional hours are made available by the Employer.

- (d) Any additional hours of work scheduled by the District shall be distributed equally among eligible employees insofar as it is possible, with preference first being given to regular employees over casual employees, provided no overtime penalty would be incurred in accordance with paragraph (c) and (e).
- (e) Community Service employees shall not be required to work additional hours offered pursuant to this article. However, when an employee is offered additional hours and declines them, the additional hours offered shall be taken into account for the purpose of the equal distribution of additional hours under paragraph (d) above.
- (f) Any additional hours worked pursuant to paragraph (c), shall not attract overtime rates of pay, notwithstanding any provision to the contrary in the Collective Agreement.

ARTICLE 12 OVERTIME

12.01 Overtime Defined

Overtime shall be paid for all time worked in excess of the normal full-time day or full-time week for an employee in that classification.

12.02 Overtime Rates

All overtime paid at two (2) times the employee's basic rate.

12.03 Time Off in Lieu (Banked Time)

Instead of overtime pay for overtime, an employee, when submitting the overtime pay slip, may request compensatory time off equivalent to the overtime pay. Such compensatory time-off must be taken at a time mutually acceptable to the employee and Employer prior to the end of the subsequent June, and if not taken by that time, the employee will receive overtime pay based on the pay rate at which the overtime was earned. Compensatory time off is limited to eighty (80) hours of time off in a calendar year (January – December). An employee who so requests will receive overtime pay at the rate at which the overtime was earned, provided the payment is for a minimum of eight (8) hours of pay. An employee who intends to take time off, utilizing lieu accumulated hours, is required to formally request the time off utilizing the leave form.

(b) The Employer will advise the employee if the requested lieu time off is approved or denied based on operational requirements. A signed leave form will be provided to the employee.

12.04 Authority

Overtime must be authorized by the Employer in advance, except in an emergency.

12.05 Breaks During Overtime

If overtime continues from the end of regular working hours or starts before regular working hours for more than three (3) hours, a fifteen (15) minute paid break will be provided. The employee will be provided with a meal allowance at a reasonable rate as considered by the CRA. A similar fifteen (15) minute break and meal allowance will be provided every three (3) hours thereafter that the overtime continues.

12.06 Delegation of Overtime

Overtime work shall be divided equally among the employees in the unit who are willing and qualified to perform the work that is available.

ARTICLE 13 PAYMENT OF WAGES

13.01 Schedule of Rates

The Employer shall pay wages in accordance with Schedules "A" and "B" attached hereto and forming part of this Agreement. On each pay day each employee will be provided with an itemized statement of wages, overtime worked, deductions, etc.

An employee whose assignment on a regular basis includes a period of time in a higher classification shall be paid at the rate of the higher classification for all hours worked in that higher classification.

If an employee with a journeyman trades ticket is assigned work requiring that trades ticket, the employee shall be paid the tradesman rate for all hours so worked.

Non-certified persons that possess special skills to perform specific tasks (i.e. carpentry) will receive a \$1.25 per hour premium over the Facility Maintenance rate only while performing the specific tasks in a specified time frame. The premium must be pre-negotiated and approved with supervisors and the affected employee.

13.02 Paydays

Employees will be paid by direct bank deposit bi-weekly.

13.03 Acting Temporary Higher Capacity

Any employee who is temporarily required to accept substantial responsibilities and carry out the duties of a position in a higher classification for more than one (1) consecutive hour in a day, shall be paid for the period worked in the higher classification as if promoted to the position. If the temporary assignment is to a position in a lower classification, the employee will continue to be paid at the employee's regular rate.

13.04 Night Premium

An employee whose regular schedule requires the employee to start work on any day between 12 a.m. and 4:59 a.m. shall be paid a premium of one dollar (\$1.00) over the employee's basic rate of pay for all hours worked between 12 a.m. and 4:59 a.m. Public Works employees shall receive this premium between the hours of 12 a.m. and 8:00 a.m. in the October 1st to April 30th period.

13.05 Sanitary Sewage Premium

An employee required to work in direct contact with sanitary sewage shall be paid a premium of one dollar (\$1.00) per hour over the employee's basic rate for each hour so worked. An employee working on the Vactor unit shall also receive this premium of one dollar (\$1.00) per hour, when using the machine to handle sanitary sewage.

13.06 Standby

- (a) An employee required to be on standby shall be paid for each segment of standby service and possess the minimum skills and ability to perform the required work..
- (b) A segment of standby service shall be from 4:30 p.m. on one day to 8 a.m. on the next day and from 8:00 a.m. to 4:30 p.m. on weekends and holidays.
- (c) During standby service, the employee shall verbally respond to telephone calls, redirect action to an appropriate employee(s), or respond personally if appropriate;

- (d) In addition to standby pay, an employee who is required to physically respond to a job requirement while on standby duty shall be paid for all such hours actually worked and such time shall be treated as if overtime, with a minimum of two (2) hours of time being paid.
- (e) Standby pay for each segment of standby service falling between 4:30 p.m. Monday to 8:00 a.m. Friday shall be one and one-half (1 ½) hours pay at the applicable straight-time rate.
- (f) Standby pay for a segment of standby service falling between 4:30 p.m. Friday to 8:00 a.m. Monday, and from 4:30 p.m. on the day prior to a General Holiday to 8:00 a.m. on the day following a General Holiday, shall be one and one-half (1 ½) hours pay at the applicable straight-time rate.
- (g) The Employer shall post a list of all employees assigned stand-by service. No regular public works employee shall be excluded from the list (unless formally requested, in writing, by the employee). Standby service will be rotated through the entire list, with no employee receiving a second assignment of standby service until all employees on this list have had an opportunity. The obligations of standby shall include being available by phone during the designated times and being able to respond personally when required as promptly as possible, having regard for the fact that such calls are often of an emergent nature. Employees on the standby list may change rotations as long as they mutually agree to do so and provide the Team Lead or designate, providing (48) hours of notice. The Employer may make substitutions on the list in the case of employee sickness, accident, or other approved leave. Employees required to work Saturday or Sunday as a regularly scheduled day of work, excluding General Holidays, and are required to be on standby will receive standby pay for service that falls between 4:30 p.m. and 8:00 a.m. on these days.
- (h) Standby requirements for the Community Centre Maintenance Department require a qualified Employee to remain on duty at all times. The qualified Employee shall receive one {1} hour of pay at the applicable straight-time rate for each daily period of standby service between 12:00 midnight and 5:30am, exclusive of Statutory Holidays.

13.07 Leadhand

When an employee is designated in advance by the Employer and is acting as Leadhand (i.e.: when leading one or more employees, and training those employees being led), the designated employee shall be paid one dollar and fifty cents (\$1.50) per hour above the employee's basic rate or above the basic rate of the highest paid employee being supervised, whichever is the greater. Leadhands will be selected on the basis of seniority from among those employees on the particular shift who have the certifications, skill and ability required by the Employer.

13.08 Use of Temporary Rates

Temporary employees shall receive the regular rate after they have completed forty-five days actually worked.

13.09 Weekend Premium

Employees shall be paid a premium of fifty cents (\$0.50) per straight time hour actually worked on Saturday or Sunday. This premium shall not be paid when overtime rates are being paid.

ARTICLE 14 EMPLOYEE BENEFITS

14.01 General

All benefit plan coverages, terms, conditions, and specific eligibility requirements shall be governed by the actual terms and conditions of the benefit plans as amended from time to time. Any descriptions in this Agreement are provided for the purpose of general information.

14.02 Premiums, Health, and Welfare Plans

The Employer will pay 100% of the premiums for the Health and Welfare Plans in Article 14.02 (a) to (f) inclusive, and the employee will pay 50% of the premium for the plan in Article 14.02 (g) (Long-Term Disability), for all employees normally working thirty (30) hours per week or more on a continuous year-round basis; and in the case of the Medical Plan, for a regular part-time employee normally working less than thirty (30) hours per week, the Employer will pay the percentage of the premium which is the same as the percentage of full time which the employee works, and the employee will pay the balance. The employer shall continue the employee's fifty percent (50%) share of the cost of LTD premium when, employees are off work on sick leave, short-term disability, or approved Worksafe BC claim, provided that the employer has the right to recover by payroll deduction or by any other means available by it, any amounts it pays in this regard.

To avoid an interruption of medical and dental benefits, employees who are on approved leave (maternity leave or paternity leave), and wish to continue medical and dental benefits, will pay the Employer all applicable premiums for the period of the leave. The request for continuation of benefits must be made in writing along with the details for payment of the premiums during the period of leave.

Employees who are eligible for benefits as above and who normally work thirty (30) hours per week or more will continue to have health and welfare benefit plans premiums provided, and the basis of payment of the premiums will not be changed, even though assigned working hours are reduced below thirty (30) hours per week during up to five (5) months in a year, subject to Article 14.01.

Regular Part-time employees who normally work less than thirty (30) hours per week, Casual employees and Temporary employees and seasonal employees shall be paid nine percent (9%) of their hourly rate in lieu of benefits.

- (a) Medical Plan - Medical Services Plan of B.C.
 - participation is voluntary;
 - coverage begins at the beginning of the month after three (3) months of employment.

- (b) Extended Health Insurance
 - Extended Health Benefits: Lifetime Maximum unlimited per insured person
 - participation is voluntary;
 - coverage begins at the beginning of the month after three (3) months of employment;
 - pays 100% of eligible expenses, including hospital co-insurance, with a deductible of \$25 per annum, and with no lifetime maximum per insured person;
 - coverage includes vision care, five hundred dollars (\$500.00) every twenty-four months; eye examinations payment of \$100.00 every two (2) years per family insured family member. Effective May 1, 2018.
 - orthotics coverage
 - Blue Net cards or pay direct drug card
 - Effective May 1, 2018, Hearing Aids (\$500.00) every five years for children and adults
 - Effective May 1, 2018, Fertility and birth control medications.
 - Effective July 1, 2023, Paramedical (\$500.00) per year per service

The parties acknowledge that the benefits carriers may change from time to time. However, changing carriers will not result in overall coverage being decreased below the level at the date of the tentative agreement for the 2022-2026 Collective Agreement, as presented on June 1, 2023, and as amended in the memorandum of settlement.

- (c) Dental Insurance
 - participation is a condition of employment (if not covered elsewhere);
 - coverage begins at the beginning of the month following three (3) months of employment;
 - Pays 100% of Plan A - basic services;
 - Pays 100% of Plan B - major services;
 - Pays 50% of Plan C - orthodontic services for dependent children to a maximum of \$3500.00 p dependent.

- (d) Group Life Insurance
 - application is a condition of employment (subject to carrier's acceptance);
 - coverage begins after three (3) months of employment;
 - cover is twice annual earnings to next higher \$1,000, with a maximum of \$250,000.

- (e) Accidental Death & Dismemberment
 - application is a condition of employment (subject to carrier's acceptance);
 - coverage begins after three (3) months of employment;
 - maximum cover is the same as group life.

- (f) Weekly Indemnity Plan
 - participation is compulsory;
 - coverage begins at the beginning of the month following three (3) months of employment;
 - provides 75% of gross earnings to UIC maximum benefit per week for twenty-six (26) weeks;
 - 1st day coverage for accident/injury/hospitalization; 4th day coverage for illness.

- (g) Long-Term Disability Plan
 - participation is compulsory;
 - coverage begins at the beginning of the month following three (3) months of employment;
 - provides 66 2/3% of earnings to the maximum benefit of \$3,000 per month, commencing after twenty-six (26) weeks.

14.03 Superannuation/Retirement

All employees will participate in the pension plan established pursuant to the provincial legislation governing municipal employees' pension upon successful completion of probation. Regular part-time and casual employees must meet the standards as established pursuant to the provincial legislation governing municipal employees' pensions.

14.04 Sick Leave

Sick Leave shall be defined as leave of absence without loss of pay granted by the Employer to a regular full-time and regular part-time employees who have successfully completed probation and who normally work twenty (20) hours per week or more, and who are unable to work because of illness or non-compensable accident. Casual and temporary employees are not eligible for sick leave.

A regular full-time employee who is in receipt of pay throughout a calendar year (January – December) may receive such leave without loss of pay for up to ten (10) days in that calendar year (January – December). An employee who is in receipt of pay for less than a full calendar year (January – December) may receive such leave without loss of pay pro-rated for part years of service, based on complete calendar months of service. The days of leave without loss of pay for a calendar year (January – December) may be advanced (recoverable) to an employee.

In accordance with the Employment Standards Act, an Employee can take up to five (5) paid sick days and three (3) unpaid days of job-protected leave annually. To qualify, an Employee must have been employed for ninety (90) calendar days

The employee (or the employee's designate, who identifies self, if not reasonable for the employee to do so personally) seeking leave of absence shall notify the employee's immediate supervisor within one hour prior to the employee's shift start time.

Regular full-time employees, and eligible regular part-time employees, will be paid their normal day rate for the sick day and be paid out their unused sick days by January 31 of the following year.

Regular part-time employees who work twenty (20) or more hours per week on a continuous basis and who are in receipt of pay throughout the year shall be eligible for sick leave on a prorated basis based upon the percentage of full-time hours they normally work. Example: Regular part-time person working 22.5 hours per week, based on a 37.5 hour full-time position, for the entire year, would be eligible for six (6) sick days.

If the employee's employment terminates for other than just cause, the employee will be entitled to pay out of unused sick days.

14.05 Vaccination

1. The Employer recognizes that employees have the right to refuse any recommended or required vaccination.
2. No employee will lose employment if they choose not to be vaccinated.
3. An employee who requests leave can take up to 3 hours of paid leave to be vaccinated against COVID-19, Influenza, or Hepatitis.
4. If necessary, the Employee can take an additional paid leave of up to three hours for additional doses.

ARTICLE 15 TECHNOLOGICAL CHANGE

15.01 General

The Parties agree to be bound by the provisions of Section 54 of the Labour Relations Code of British Columbia. Any severance pay payable shall be on the same formula as is used in this Agreement for severance pay in lieu of recall rights following a layoff.

If the proposed technological change affects the terms, conditions or security of employment of a significant number of employees, notice of ninety (90) days will be given to the Union.

15.02 Technological Change Training Benefits

Where new or greater skills or formal qualifications are required by their current position than are already possessed by affected employees under the present methods of operation, such employee shall, at the expense of the Employer, be given a period of time not to exceed one year, during which they may perfect or acquire the skills or obtain the formal qualifications necessitated by the new method of operation. There shall be no reduction in wages or salary rates during the training period of any such employee if the skills or formal qualifications of their current position changes, or if a new classification has thereby occurred.

15.03 Technological Change Training Period

The training provided for in this article shall be given during hours of work whenever possible. Any time devoted to training due to technological change shall be considered as time worked. If training is taken outside of working hours time in lieu shall be granted at the employee's basic rate and at a time mutually agreed by the Employer and the Employee. At no time will overtime be considered for training periods.

ARTICLE 16 TRAINING

16.01 Meetings and Training

If an employee attends education or upgrading courses or meetings related to employment at the request of the Employer, the Employer shall cover fees and costs incurred on a pre-approved basis, and the

employee shall suffer no loss of pay. Overtime will not be paid while attending education, upgrading courses or meetings. Attendance at meetings or training will be paid at the employee's regular rate. An employee training for a full-time position but not filling the position will receive their regular wage rate.

16.02 Certificates of Aquatic Competency

The Employer agrees to pay the cost of renewal of mandatory qualification medals or certificates for Aquatics Employees as required, plus renewal of certificates for specialty instructors as required by the District for other programs. Scheduled re-certification is mandatory. When conditions permit, all tests will be given and taken in Tumbler Ridge Aquatic Centre, during the employee's working hours. Employees undertaking training or re-certification in accordance with this article, during their regularly scheduled shift, shall not suffer loss of pay.

16.03 Certification and Licensing

The Employer agrees to pay directly related fees and expenses, including medical certification requirements, for employees to maintain certification or licensing when the certification or licensing is required by the employer or is a statutory requirement of the employee's position, including medical recertification for specialized driver's licenses (other than Class 5 or 6).

16.04 Training & Career Advancement Reimbursement Agreement

Employees who receive outside training or career advancement education funded by the employer are required to sign the pre-approved "Training and Career Advancement Reimbursement Agreement" prior to the commencement of such training. This agreement shall outline the terms and conditions of reimbursement for such training and any obligations or commitments required of the employee as a result of the training.

ARTICLE 17 LEAVES OF ABSENCE

17.01 Bereavement (Regular Employee)

A regular employee shall be granted a maximum of five (5) days of leave of absence, without loss of pay, in the case of death of a parent, parent-in-law, spouse, common-law spouse, child, child-in-law, brother, brother-in-law, sister, sister-in-law, aunt, uncle, grandparent, grandchild in order to attend the funeral and to deal with other immediate requirements. Where the funeral occurs outside a radius of 700 km. such leave without loss of pay, shall include two (2) additional days for travel. Casual and temporary employees will receive days off without pay.

17.02 Pall-bearer (Regular Employee)

A regular employee shall be granted up to one-half (1/2) a day of leave of absence, without loss of pay, to attend a funeral as a pall-bearer. This is not in addition to bereavement leave.

17.03 Maternity/Paternity Leave

The provisions of the Employment Standards Act shall apply.

17.04 Birth Leave

A regular employee shall be granted up to three (3) days of leave of absence, without loss of pay, to attend to parental responsibilities at the time of the employee's child's birth.

17.05 Family Responsibility Leave

Regular full-time Employees are entitled to five (5) paid days off in a year to attend to family responsibilities. These days are earned on an annual basis and will be prorated for part years not worked.

Regular part-time employees are entitled to paid days under this article and their entitlement will apply using calculations done as per 14.04. These days will be prorated for part years worked.

Casuals and temporary employees are not eligible for paid Family Responsibility Leave.

17.06 Jury Duty Leave

Regular employees who are requested by law to serve as jurors or witnesses in any court and who are not personally involved in the case shall be granted leave of absence, without loss of pay, for this purpose. The employee shall deposit with the Employer proof of service and any moneys received, other than for expenses.

17.07 Union Leave of Absence

(a) Union Business

- i. Leave of absence without pay and without loss of seniority shall be granted upon (2) weeks written notice to the Employer for employees elected or appointed to represent the Union at executive and committee meetings of the Canadian Union of Public Employees, its affiliated or chartered bodies, at the provincial level, Union conventions, and at the Local level, provided such leave does not unduly interfere with the Employer's operations.
- ii. Two (2) Weeks' notice shall not be required in the case of leave of absence for the Presidents of each Local or other members elected or appointed to the B.C. Division of CUPE or the B.C. Federation of Labour, to attend emergency or unscheduled meetings. In this instance, forty-eight (48) hours notice shall be required, provided such leave does not unduly interfere with the Employer's operations.

(b) Union Officers, Stewards, Committee Members

Union officers, stewards and committee members shall be granted leaves of absence, without loss of pay, to carry out their functions under this Agreement involving investigation and processing of grievances and arbitrations, and attendance at meetings of Joint Committees established under this Agreement. Permission to leave work shall be obtained from the immediate supervisor, and the leave will be granted provided it does not unduly interfere with the Employer's operations.

(c) Union Conventions and Seminars

An employee elected or appointed to represent the union at conventions or seminars shall be granted leave of absence, without pay. Up to three (3) employees may be granted such leave at one time. At least two (2) weeks' notice must be given, in writing, and leave will be granted provided it does not unduly interfere with the Employer's operations.

(d) Bargaining

An employee elected or appointed to represent the Union in collective bargaining with the Employer shall be granted leave of absence without pay. Up to three (3) employees may be granted such leave at one time.

(e) Union to Reimburse

An employee granted Union leave of absence without pay pursuant to Article 17.07, shall continue to receive payment from the Employer as if the employee was not on leave for this purpose. The Union shall reimburse the Employer for the pay, plus thirty percent (30%) for benefits and annual vacation, upon receipt of an invoice.

17.08 General Leave

The Employer, at its discretion, may grant leave of absence without pay to any employee requesting such leave for good and sufficient purpose.

17.09 Domestic Violence Leave

Where leave from work is required due to an Employee and/or an Employee's dependent child being a victim of domestic violence, the Employee shall be entitled during each calendar year to the following:

- (a) Up to five (5) days paid leave
- (b) Up to five (5) days unpaid leave
- (c) Up to fifteen (15) weeks of additional unpaid leave

The leave may be taken by the Employee as follows:

- (a) One unit of time or
- (b) More than one unit of time, with approval by the Employer and by the Union

In the event the existing legislation is changed, regarding domestic violence leave to provide more than five (5) days leave, the Employer will provide such leave consistent with the legislation.

ARTICLE 18 GENERAL HOLIDAYS

18.01 Days Listed

General holidays are:

New Year's Day	Canada Day	Remembrance Day
Good Friday	BC Day	Christmas Day
Easter Sunday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	Family Day
		Truth and Reconciliation

and any other day declared or proclaimed as a general holiday by the federal, provincial or municipal government.

18.02 Entitlement

An employee who is employed at the time of a General Holiday and who has been paid for at least fifteen (15) days (in the case of employees working a ten hour, four day per week pattern; twelve days) in the thirty (30) day calendar period immediately prior to the General Holiday shall qualify to be paid for the General Holiday. An employee who has been employed for thirty (30) days prior to the time of a General Holiday shall qualify to be paid for the General Holiday.

18.03 On Day of Rest

When a General Holiday falls on an employee's day of rest, the Employer shall give the entitled employee a day off in lieu with pay at a mutually agreeable time.

Days off in lieu of General Holidays must be used by each year end or they will be paid out by June 30th of the following year at the rate at which they were earned.

18.04 On Day of Vacation

When an employee is on vacation leave and a general holiday occurs, the general holiday shall not count as a day of vacation.

18.05 Day off in Lieu

An employee who would be entitled to the General Holiday with pay and who works on it, shall be given another day off in lieu with pay, and shall be paid for hours worked on the General Holiday at the rate of double time the employee's basic rate; or at the option of the employee, will be paid at the rate of triple time the employee's basic rate but with no other day off in lieu. Lieu days earned under this section (18.05) shall be taken at time that is mutually agreeable to the Employer and the employee involved. Lieu days not taken by June 30th of the year following the calendar year (January – December) in which they were earned will be paid out. To a maximum of 80 hours can be earned as per article 12.03

Regular part-time employees will be paid double time for hours worked on a General Holiday, notwithstanding Article 18.02. The General Holiday pay will be a separate calculation.

18.06 Calculation of Pay

General Holiday pay will be calculated in accordance with the Employment Standards Act of B.C. A regular full-time employee will receive a regular days pay for the General Holiday.

ARTICLE 19 VACATION LEAVE

19.01 Vacation Year

The vacation year shall be the calendar year (January – December).

19.02 Vacation Leave Entitlement

A regular employee working 37.5 or 40 hours per week (Monday to Friday rotation)

Years of Service	Leave Entitlement
0-5	15 days
6-12	20 days
13 +	An extra day every two (2) years of service to a maximum of ten (10) additional days
34	35 days

Regular employee working rotational shifts (4 X 10-hour shifts)

Years of Service	Leave Entitlement
0-5	12 days
6-12	16 days
13 +	An extra day every two (2) years of service to a maximum of Eight (8) additional days
34	28 days

19.03 Vacation Blocks

If vacation leaves are requested during the months of July and August, they shall be granted first on the basis of seniority.

Normally, a maximum of ten (10) days of vacation leave shall be allowed to an employee during the months of July and August. However, more than ten (10) days may be taken, providing it does not unduly affect the Employer's operation.

If sufficient days are available to credit, employees shall take annual vacation leave in blocks of at least one week. The employer will consider special circumstances for vacation requests of less than one week.

19.04 Vacation Leave Schedules

Vacation leave preferences will be sought from the employees during the first week of February each year for the calendar year (January – December). Preliminary Vacation Leave Schedules shall be posted by April 1, and final Vacation Leave Schedules by May 1. Vacation leaves on the final Schedule may be changed by mutual consent of the employee and Employer; or in the case of emergency, by the Employer.

19.05 Vacation Pay

While on vacation leave with pay, a regular full-time employee will continue to receive pay as if the employee was at work and the amount will be based on that employee's normal basic work pattern.

At the end of December in each calendar year (January – December), or on the separation of an employee, an adjustment will be made to the pay of the employee so that the pay for the vacation leave for that calendar year (January – December) is six percent (6%) of the gross earnings in that calendar year (January – December) if entitled to three (3) weeks paid vacation leave for that year; or eight percent (8%) if entitled to four (4) weeks paid vacation leave for that year. Gross earnings, for purposes of this subsection, shall include any payments made by the carrier under Weekly Indemnity Plan, plus any payments made under Article 17.07 for which the Union reimburses the Employer.

All regular part-time employees shall be paid vacation pay of six percent (6%) on each pay cheque and vacation leave will be taken without pay in the calendar year (January – December) in the employees sixth (6th) year of service and thereafter, this percentage shall be increased to eight percent (8%).

19.06 Vacation Pay (Casual and Temporary Employees)

Casual and temporary employees shall be paid vacation pay of 6% on each pay cheque.

19.07 Hospitalization During Vacation Leave

An employee on vacation leave with pay who is hospitalized, may have such days restored to vacation leave credit and take them at another mutually agreed time during the same calendar year (January – December), provided sick leave credits are available and used. Proof of hospitalization will be required.

19.08 Travel Allowance

Regular employees working in excess of one thousand (1,000) hours in the calendar year (January – December) will receive a travel allowance designated on the T-4 slip in the amount of \$2500.00 as a taxable benefit. Employees working more than five hundred (500) hours, but less than one thousand (1,000) hours in the calendar year (January – December) will have \$1,250.00 designated as a taxable benefit. The travel allowance will be designated only to those employed by the District on December 31 of the taxation year.

ARTICLE 20 **SAFETY**

20.01 **Protective Clothes/Equipment**

The Employer will make available coveralls, gloves, rain gear, and safety equipment (including safety glasses/goggles) to employees who require such clothes and/or equipment in the course of their duties and responsibilities.

The Employer shall supply or reimburse, on an annual basis, to each employee appropriate to the work site one (1) pair of regular coveralls and one (1) pair of insulated coveralls (or equivalent combination of jacket/pants up to a maximum of \$300). The Employer shall replace or repair a pair of coveralls if damaged.

The Employer will contribute up to three hundred dollars (\$300.00) toward the cost of safety boots to regular full-time and regular part-time employees who require them, once each per calendar year upon submission of receipts. Effective January 1, 2018, a casual employee who completed five hundred twenty (520) hours in a calendar year will be entitled to reimbursement of One hundred fifty dollars (\$150).

Within the calendar year, if an employee transfers to another department (i.e., Community Services to Public Works) and the PPE requirements differ, the Employer will provide/purchase the appropriate PPE for the new work assignment.

20.02 **Joint Occupational Health and Safety Committee**

A Joint Safety Committee will be established and will meet monthly. This Committee will be composed of representatives from both the employer and employee teams in accordance with Occupational Health and Safety regulations.

20.03 **Grievances**

A grievance related to a matter of safety or health conditions may be launched at Step 2 of the Grievance Procedure.

20.04 **Right to Refuse Unsafe Work**

No employee shall be discharged, penalized or disciplined for refusing to work on a job or in any workplace or to operate any equipment that, in the employees reasonably held opinion, is unsafe to him/her self or any other person. No employee shall be ordered or permitted to work on a job which another worker has refused until the matter is investigated by the supervisor, Joint Health and Safety Committee and WCB, as required under in accordance with the applicable provisions of Worksafe BC and Regulations.

20.05 **Aquatic Employees - Lifeguarding Shift Rotations**

Under normal circumstances, guarding shifts shall not exceed twenty (20) minutes duration. Guarding shifts during program times or other low risk activities shall not exceed sixty (60) minutes on deck.

ARTICLE 21 **JOINT LABOUR/MANAGEMENT COMMITTEE**

21.01 **Composition**

A Joint Labour/Management Committee shall be established consisting of up to three (3) representatives of the Union and up to three (3) representatives of the Employer.

21.02 **Purposes**

The Joint Committee shall concern itself with problems and potential problems involving the Parties, but not with grievances, and shall have the power only to make recommendations to the Union and the Employer.

21.03 Meetings

The Joint Committee shall meet within ten (10) days following the request for a meeting by either Party, but not less often than three (3x) per year, provided there is an agenda item to be discussed. The parties shall develop an agenda for committee meetings sufficiently in advance of each meeting to allow both parties adequate time to prepare. Only items on the approved agenda shall be discussed at committee meetings unless the parties agree otherwise.

The Committee shall have no authority to vary the terms of this Agreement or in any other way act as a bargaining committee. The Committee shall not have authority to deal with any matter that is the subject of an active grievance under article 6.00 and the Committee shall only have the authority to make recommendations to the Union and the Employer, which recommendations shall be made entirely on a without prejudice basis, if they are not accepted by both the Union and the Employer.

ARTICLE 22 GENERAL

22.01 Definitions

- (a) Unless otherwise specified, when the word “day” is used in this Agreement, it shall mean a calendar day commencing at 12:00 midnight and ending at 11:59 pm.
- (b) Unless otherwise specified, when the word “year” is used in this Agreement, it shall mean a calendar year commencing January 1st and ending December 31st.
- (c) Unless otherwise specified, when the word “month” is used in this Agreement, it shall mean a thirty (30) consecutive calendar day period, as applicable.
- (d) Unless otherwise specified, when the word “week” is used in this Agreement, it shall mean a calendar week commencing on Monday and ending on Sunday.
- (e) When used in this Agreement, the word “workday” shall mean the normal full-time workday, as defined in Article 11 (i.e., seven and one-half (7.5) hours, eight (8) hours, or ten (10) hours, as applicable).
- (f) When used in this Agreement, the word “workweek” shall mean the normal full-time workweek, as defined in Article 11 (i.e. thirty-seven and one-half (37.5) hours, or forty-40) hours as applicable).
- (g) Employee Definitions:

Employee:	a person who is employed by the District of Tumbler Ridge and is covered by this collective agreement.
Regular employee	A regular employee, also known as a permanent employee, is an employee who is hired to work for an indefinite period of time and is expected to be employed by the employer on an ongoing basis.
full-time employee:	an employee who is employed in a full-time position on a continuing basis.
part-time employee:	an employee who is employed in a part-time position on a continuing basis (i.e., less than the normal full-time weekly hours for the position).
probationary employee:	a newly hired regular employee serving the probationary period pursuant to Article 9.03.
casual employee:	an employee who works on an as-needed basis to

	supplement the regular workforce when operational needs are required or to replace absent employees.
Temporary employee:	an employee hired for an established (non-repeating) period of employment (i.e. a definite employment period with an expected starting date and an expected ending date), provided that the length of any period of temporary employment shall not exceed twelve (12) consecutive months without the Union's approval, which approval shall not be unreasonably denied.
Seasonal employee:	an employee hired for seasonal work (i.e., work that occurs during particular seasons and which normally repeats from year to year), provided that the length of any period of temporary employment shall not exceed seven (7) consecutive months without the Union's approval, which approval shall not be unreasonably denied.

22.02 Bulletin Boards

The Employer will provide bulletin boards, which will be placed so that all employees have reasonable access. The Union shall have the right to post notices of meetings, social events, business affairs, and educational events of the Union; or otherwise as approved by the Employer.

22.03 Community Emergency Response

A regular employee who acts as a community emergency response agency member shall not lose pay when acting as such. Leave will be granted only if the employee's job duties are not affected.

All employees who are members of the Tumbler Ridge Fire Department who are required to act in the capacity of emergency response, as defined by the employer, shall receive a premium of \$1.50 per hour worked in addition to their regular hourly wage.

22.04 Copies of Agreement

The Employer will arrange for the printing of sufficient copies of this Agreement, and will distribute a copy to each employee. The cost of printing will be shared equally by the Employer and the Union.

22.05 Singular/Plural

Whenever the singular or the plural has been used in this Agreement, to the extent as is appropriate in the context, the other shall be applicable.

22.06 Correspondence/Notification

All correspondence between the Parties, arising out of this Agreement or incidental thereto, shall pass to and from the Chief Administrative Officer of the District of Tumbler Ridge and the President of the Union, or the CUPE National Representative, with a copy to the President of the Union.

22.07 Emergency Transportation

Emergency transportation to the nearest physician or hospital for employees requiring medical care as a result of a work accident shall not be at the expense of the employee.

22.08 No Strikes/Lockouts

It is agreed there shall be no strike, walkout, or other reduction or interruption of work by any employee during the period of this collective agreement. It is further agreed that there shall be no lockout by the Employer during the period of this collective agreement.

22.09 Picket Lines

An employee covered by this Agreement shall have the right to refuse to cross a legal picket line where a legal strike or a legal lockout under the Labour Relations Code is in effect. Failure to cross such a picket line shall not be grounds for disciplinary action, but the employee shall not be paid for the period involved.

22.10 Contracting Out

The Employer will not contract out work presently performed by regular employees and regular part-time employees who work twenty (20) or more hours per week on a continuous year-round basis, when such contracting out will result in:

- (a) The layoff of a regular full-time employee, or the layoff of a regular part-time employee who works twenty (20) or more hours per week on a continuous year-round basis, or
- (b) The failure to recall those laid-off regular full-time employees who have the qualifications, skill, and ability to immediately perform the work in question during their recall period under Article 10.04.
- (c) The failure to recall those laid-off regular part-time employees who worked twenty (20) or more hours per week on a continuous year-round basis prior to their layoff and who have the qualifications, skill, and ability to immediately perform the work in question, during their recall period under Article 10.04.

22.11 Clothing Allowance for Aquatics Employees

The Employer shall provide:

- (a) Two hundred dollars (\$200.00) per year reimbursement for the cost of swimwear for regular full-time (40 hours per week) Aquatics employees acting in Lifeguard or Instructor capacities. The Employer will provide twenty dollars (\$20.00) towards the cost of a pair of deck shoes once per calendar year (January – December), upon submission of receipts.
- (b) One hundred and fifty dollars (\$150.00) per year reimbursement for the cost of swimwear for regular part-time Aquatics employees acting in Lifeguard or Instructor capacities. The Employer will provide up to twenty dollars (\$20.00) towards the cost of a pair of deck shoes, once per calendar year (January – December), upon submission of receipts.
In order to qualify for the reimbursement (22.11 (a)(b)), an employee must be employed a minimum of one hundred (100) hours per year.
- (c) Two (2) guard shirts and two (2) pair of guard shorts per Aquatics employee.
- (d) Casual aquatics employees shall receive these clothing allowances on a pro-rated rate.

22.13 Competitive Training for Aquatics Staff

The Employer recognizes the role of competitive training as reinforcement of in-service training, and promotion of advanced skills and abilities. The Employer also recognizes the importance of the Annual Regional Lifeguard Competition in testing and demonstrating these skills.

22.14 Duration and Renewal

This Agreement shall be binding and remain in effect from **January 1, 2022** until **December 31, 2026**. It shall not terminate but continue in effect from year to year thereafter unless either Party, at any time within four (4) months immediately preceding the expiry of this Agreement, by written notice requires the other Party to commence collective bargaining. If such notice is given, all terms and conditions remain in effect until a new Agreement is ratified or until strike or lockout notice is given.

22.15 Bargaining Committee

The Union bargaining committee shall consist of up to 3 employees (no more than two employees from one department) who are elected or selected by the Union and a CUPE national representative or other representatives who CUPE designates to be on the Committee. The Union shall advise the Employer of the Union members of the Committee.

The Union bargaining committee shall meet with the employer bargaining committee at a time and place to be arranged by mutual agreement, however, such arrangements regarding the meeting shall be made not later than 10 calendar days after the written request to meet by either party has been given.

Any representative of the Union on this committee who is in the employ of the Employer shall be granted leave without pay to attend meetings of the committee.

22.16 Employee and Family Assistance Program

The District of Tumbler Ridge shall provide an Employee and Family Assistance Program for the use of employees and their families.

22.17 Union Label

Union members shall be permitted to display the CUPE Local 2979 labels on label pins, hard hats (stickers only) and in their designated lunch rooms. The Local shall be permitted to place one CUPE, Local 2979 label (no larger than 4" by 6") at the front entrance of each District building in which Local 2979 members work, subject to management's right to ensure that the label does not obscure other signage or labels.

22.18 Journeyman Mechanic – Tool Allowance

The Journeyman Mechanic is eligible for a Tool Allowance to be paid at a biweekly rate of seventy-five dollars (\$75.00) per pay period. Total annual payments are not to exceed one thousand nine hundred and fifty dollars (\$1,950.00).

The Journeyman Mechanic will be responsible for all tools. The District will not be responsible for replacing any lost, misplaced, or broken tools. The Journeyman Mechanic, at his /her discretion, may lock their tool chest after hours.

The Public Works Foreman will be responsible for the contents of the mechanic's tool chest when the Journeyman Mechanic is absent from work (i.e. holidays or sick), with the District replacing any lost, misplaced, or broken tools (when warranty is not applicable).

The District will continue to buy specialty tools with the approval of the Operations Manager.

22.19 Healthy Living Allowance

Regular full-time employees shall be eligible for an annual Healthy Living Allowance in the amount of six hundred dollars (\$600.00) per annum to be used to defray the cost of memberships/tuition in local health, exercise or recreation facilities or programs (not benefits covered by Article 14). In order to avail of this allowance, employees must first pay the amount in question and then seek reimbursement under this article from the Employer, with receipts. The Employer reserves the right to approve or disapprove of any

expenditure under this article, and the Employer's decision in this regard shall not be subject to the grievance procedure. It is understood that this allowance is a taxable benefit if utilized.

Part-time employees who normally and regularly work twelve (12) hours or more per week shall receive this Allowance on a prorated basis, based upon the percentage (%) of full-time hours they are normally and regularly scheduled to work.

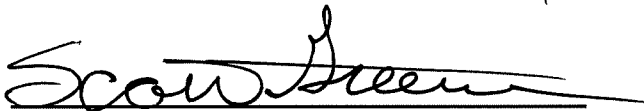
22.20 Whistle Blower Protection

The Employer's Whistle Blower Protection shall apply to employees covered by this Agreement. The Employer shall not change its Whistle Blower Policy without first discussing the change with the Union.

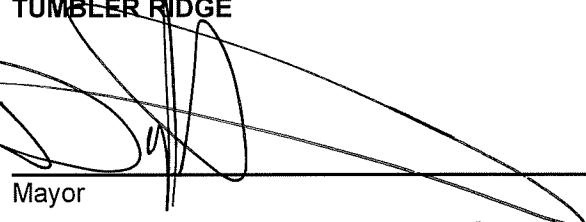
Signed this 10th day of August, 2023

**FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 2979**

**FOR THE DISTRICT OF
TUMBLER RIDGE**



President



Mayor



Secretary



Chief Administrative Officer

CUPE National Representative



DISTRICT OF TUMBLER RIDGE

**TRAINING & CAREER ADVANCEMENT
REIMBURSEMENT AGREEMENT**

This Training and Career Advancement Reimbursement agreement (“Agreement”) is entered into by and between:

The District of Tumbler Ridge
Box 100
Tumbler Ridge, British Columbia
V0C 2W0

(Employer)

- And -

<Employee Name>
Box <Employee Box Number>
Tumbler Ridge, British Columbia
V0C 2W0

(Employee)

WHEREAS, The District of Tumbler Ridge, as the Employer has offered to provide assistance with outside training/career advancement education to <Employee Name>, which the District of Tumbler Ridge believes will enable the Employee to provide valuable services to its customers;

WHEREAS, the Employer is providing assistance with training/career advancement education to the Employee in anticipation of the Employee providing community services either as a contractor/as an existing employee or by in the possible future providing services of work specific as the <Employee Position> for at least (2) years so that the Employer recovers some of the benefit of the investment in the training;

WHEREAS, the Employer and to the Employee recognize that this Agreement is not intended to constitute any type of employment agreement or guarantee of continued employment;

WHEREAS, the undersigned to the Employee understands that the Employer would not provide such training/career advancement education assistance unless to the Employee intended to provide thirty-five (35) contractual hours as a <type of> instructor in the <Department or Area> or to serve possibly in the future as the <Position> within the Department of <Name of Department>. As such, as a contractor or as an employee <Employee Name> as an Employee

agrees to reimburse to the Employer in the event that the Employee voluntarily terminated his or her employment prior to two (2) years from the conclusion of the training;

NOW, THEREFORE, in consideration of the premises and the promise stated below, the undersigned the Employee agrees that;

1. The District of Tumbler Ridge intends to provide the following training assistance/career advancement education to <Employee> on the date(s) indicated:

Training: _____ <Name of Program(s)> _____ Date: _____ <Date of Program(s)>

2. The assistance with training/career advancement education cost incurred by the District of Tumbler Ridge, on behalf of the Employee, will be equal to \$<Amount>.

3. The assistance with training/career advancement education cost incurred will be salary and/or wages for any time spent by the Employee traveling to and from the training and attending the training/career advancement education.

4. The total cost will be computed as shown on Exhibit. A full month of service is earned by the Employee if the total number of days worked during the month, excluding vacation, sick days, or any unpaid time, is equal to or exceeds 15 days.

5. The Employee expressly authorizes the District of Tumbler Ridge to deduct the reimbursement amount owed under the terms of the Agreement from any compensation owed by the District of Tumbler Ridge to the Employee at the time of or following the termination of employment. The Employee shall promptly pay to the District of Tumbler Ridge the full balance of any amount owed that is not deducted from compensation.

6. The Employee may request that a subsequent employer of the Employee pay the amount owed to the District of Tumbler Ridge by the Employee, but the Employee shall remain personally liable until the entire amount owed is paid in full.

7. The Employee agrees to sign such further documents, if any, requested by the District of Tumbler Ridge to confirm the precise sum of the amount owed by the Employee to the District of Tumbler Ridge following notice by the Employee to the District of Tumbler Ridge of termination of employment.

8. This Agreement shall be construed under the laws of the Province of British Columbia in which the office where the Employee is principally employed is located.

9. If the Employee voluntarily terminates his/her employment with the District of Tumbler Ridge within two (2) years following the date of the completion of the training/career advancement education, the Employee agrees to reimburse the District of Tumbler Ridge the cost of the assistance with training/career advancement education incurred by the Employer as determined by the schedule shown below.

NUMBER OF MONTHS OF SERVICE FROM THE COMPLETION DATE OF TRAINING:	REIMBURSEMENT
MONTHS 1-6 or 1-5 contractual hours	100%
MONTHS 6-12 or 6-15 contractual hours	75%
MONTHS 12-18 or 16-25 contractual hours	50%
MONTHS 18-24 or 26-35 contractual hours	25%

If any provision or part of a provision of the Agreement is finally decided to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible, if not possible, it shall be deemed deleted from this agreement as though it had never been included herein. In either case, the balance of any such provision and of the Agreement shall remain in full force and effect.

District of Tumbler Ridge

Company Name

Signature

Name

Title

Date

Witness Name

Witness Signature

Employee Name

Signature

Social Insurance Number

Date

Employee Location

Date

EXHIBIT: TRAINING/CAREER ADVANCEMENT EDUCATION COST

Attach copies of all receipts, invoices or other supporting documents, if applicable.

REGISTRATION FEES.....	\$	<Amount>
TRANSPORTATION COST.....	\$	<Amount>
FOOD COST.....	\$	<Amount>
LODGING COST.....	\$	<Amount>
GROSS SALARY AND/OR WAGES.....	\$	<Amount>

	January 1 2022		January 1 2023		January 1 2024		January 1 2025		January 1 2026	
	Probatio n, Casual, Temp,		Probatio n, Casual, Temp,		n, Casual, Temp,		Probatio n, Casual, Temp,		Probatio n, Casual, Temp,	
	Trial	Regular	Trial	Regular	Trial	Regular	Trial	Regular	Trial	Regular
Schedule A										
Roads Foreman PW	37.17	41.29	39.21	43.56	41.57	46.17	44.27	49.17	47.15	52.37
Utility Foreman PW	39.87	44.30	42.07	46.74	44.59	49.55	47.49	52.77	50.58	56.20
Maintenance Foreman CC	36.15	39.82	38.14	42.01	40.43	44.53	43.05	47.43	45.85	50.51
Tradesman/Journeyman	35.41	39.34	37.36	41.51	39.60	44.00	42.18	46.86	44.92	49.90
Utility Operator 2	33.62	37.40	35.47	39.46	37.60	41.82	40.04	44.54	42.65	47.44
Utility Operator 1	30.80	34.91	32.50	36.83	34.45	39.04	36.69	41.58	39.07	44.28
Utility Trainee	24.44	28.82	25.78	30.40	27.33	32.23	29.11	34.32	31.00	36.55
Heavy Equipment Operator 2	30.80	34.91	32.50	36.83	34.45	39.04	36.69	41.58	39.07	44.28
Heavy Equipment Operator 1	30.75	34.06	32.44	35.93	34.39	38.09	36.63	40.57	39.01	43.20
Light Equipment Operator	30.19	33.90	31.85	35.77	33.76	37.91	35.96	40.38	38.29	43.00
Refuse Collector	30.19	33.90	31.85	35.77	33.76	37.91	35.96	40.38	38.29	43.00
Operator Recycle and Refuse	27.08	30.71	28.57	32.40	30.29	34.34	32.25	36.58	34.35	38.95
Parks Maintenance Coordinator	27.08	30.71	28.57	32.40	30.29	34.34	32.25	36.58	34.35	38.95
Community Services Facility Operator 1	25.55	28.32	26.96	29.88	28.58	31.67	30.43	33.73	32.41	35.92
Community Services Facility Operator 2	31.36	32.72	33.08	34.52	35.07	36.59	37.34	38.97	39.77	41.50
Community Services Facility Operator 3	33.05	34.48	34.87	36.37	36.96	38.55	39.36	41.06	41.92	43.73
Maintenance Stores	27.08	30.71	28.57	32.40	30.29	34.34	32.25	36.58	34.35	38.95
Labourer Grounds	24.44	28.82	25.78	30.40	27.33	32.23	29.11	34.32	31.00	36.55
Labourer Seasonal	21.50		22.68		24.04		25.60		27.27	
Golf Course Head Grounds Keeper	24.44		25.78		27.33		29.11		31.00	
Golf Course Grounds Keeper	21.50		22.68		24.04		25.60		27.27	
Pro-Shop Attendant	21.50		22.68		24.04		25.60		27.27	
Custodial Worker	28.34	29.97	29.90	31.62	31.69	33.52	33.75	35.70	35.95	38.02
Coordinator of Fitness and Wellness 1	27.08	28.82	28.57	30.40	30.29	32.23	32.25	34.32	34.35	36.55
Coordinator of Fitness and Wellness 2	28.34	30.44	29.90	32.12	31.69	34.04	33.75	36.25	35.95	38.61
Skate Patrol	19.87	23.24	20.97	24.52	22.23	25.99	23.67	27.68	25.21	29.48
Weightroom Attendant	19.87	23.24	20.97	24.52	22.23	25.99	23.67	27.68	25.21	29.48
Aquatic Leader 2	25.30	30.12	26.69	31.77	28.30	33.68	30.14	35.87	32.09	38.20
Aquatic Leader 1	22.37	26.26	23.60	27.70	25.02	29.37	26.64	31.28	28.37	33.31
Aquatic Leader Trainee	21.26		22.43		23.77		25.32		26.96	
Specialty Instructor	21.67		22.87		24.24		25.81		27.49	
Bylaw Enforcement Officer	35.18	36.68	37.12	38.70	39.35	41.02	41.90	43.69	44.63	46.53
Protective Services Assistant	29.57	30.80	31.19	32.50	33.06	34.45	35.21	36.69	37.50	39.07
Aquatic Supervisor	28.28	31.41	29.83	33.14	31.62	35.12	33.68	37.41	35.87	39.84
Schedule B										
Visitor Information Services Coordinator	26.23	27.34	27.67	28.85	29.33	30.58	31.24	32.56	33.27	34.68
Building Inspector	42.37	44.18	44.70	46.61	47.38	49.41	50.46	52.62	53.74	56.04
Engineering Technician	40.81	42.55	43.05	44.89	45.64	47.58	48.60	50.67	51.76	53.97
Economic Development Assistant	29.57	30.80	31.19	32.50	33.06	34.45	35.21	36.69	37.50	39.07
Economic Development, Marketing, and Design C	33.56	35.61	35.41	37.57	37.53	39.82	39.97	42.41	42.57	45.17
Administrative Assistant 3	26.96	30.44	28.44	32.12	30.15	34.04	32.11	36.25	34.19	38.61
Administrative Assistant 2	24.76	28.37	26.12	29.93	27.69	31.73	29.49	33.79	31.41	35.99
Administrative Assistant 1	22.32	25.86	23.55	27.29	24.96	28.92	26.58	30.80	28.31	32.81
Accounting Coordinator	30.57	33.96	32.25	35.82	34.18	37.97	36.40	40.44	38.77	43.07
Finance Clerk 2	24.76	29.93	26.12	31.58	27.69	33.47	29.49	35.65	31.41	37.96
Draftsperson	28.36	32.01	29.92	33.77	31.72	35.80	33.78	38.13	35.97	40.60
Program Coordinator	29.57	30.80	31.19	33.62	33.06	35.64	35.21	37.95	37.50	40.42
Asset Management Coordinator	22.32	24.09	23.55	25.41	24.96	26.94	26.58	28.69	28.31	30.55