

COLLECTIVE AGREEMENT

BETWEEN

FRASER VALLEY REGIONAL DISTRICT

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

**LOCAL 458
(RECREATION GROUP)**

JANUARY 1, 2020 - DECEMBER 31, 2024

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ARTICLE 1

PREAMBLE

1.01 Preamble

WHEREAS it is the desire of the parties to the Collective Agreement:

- (a) to maintain and improve the harmonious relations and settle conditions of employment between the Employer and the Union;
- (b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;
- (c) to encourage efficiency in operation; and
- (d) to promote the morale, well-being and security of all employees in the bargaining unit of the Union;

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement (hereinafter called the "Agreement" or "Collective Agreement");

NOW THEREFORE, the parties hereto agree as follows:

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ARTICLE 2

MANAGEMENT RIGHTS

The management of the operation and staff, except as expressly limited by the Collective Agreement, is reserved to and vested exclusively in the Employer.

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ARTICLE 3

RECOGNITION AND NEGOTIATIONS

3.01 - Recognition

The Employer recognizes the Canadian Union of Public Employees, Local 458, as the sole and exclusive collective bargaining agency for all of its recreation employees save and except those listed in Letter of Understanding #3 to the Collective Agreement or who are excluded by the Labour Code of the British Columbia Act, and hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties to the Collective Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 - No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Employer or the Employer's representatives, which may conflict with the terms of the Collective Agreement.

3.03- Members of the Union

Employees who are not members of the Union will not normally or regularly perform any work which is exclusively performed by members included in this Bargaining Unit, except in cases mutually agreed upon by both parties.

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ARTICLE 4

DEFINITION OF EMPLOYEES

4.01 - "Employee"

"Employee" shall mean a person who is an "Employee" as defined in the Labour Relations Code R.S.B.C. 1996 Chap. 244 and Amendments thereto and who is covered by the Collective Agreement.

4.02 - "Probationary Employee"

"Probationary Employee" shall mean a person serving an initial period of one hundred (100) days worked or one hundred and eighty (180) calendar days, whichever comes first, from date of hire; to determine suitability for employment as a regular employee.

Such period of time may be extended by mutual consent of both parties in writing. It is agreed and understood that during a new employee's probationary period, the employee's transfer, layoff or dismissal shall be entirely at the discretion of the employer, with recourse to the grievance procedure. Probationary entitlement to benefits is limited to 14% in lieu thereof, based on the employee's base rate of pay. The percentage in lieu of benefits shall be inclusive of health and welfare benefits, vacation pay, and statutory holiday pay, except that overtime payment provisions in accordance with Article 14.07(2) of this Agreement will apply to those employees who are required to work on statutory holidays. For clarity, the percentage in lieu of benefits does not include paid sick leave benefits, which will be provided in accordance with Article 17.01. The Union and the Employer agree that the in-lieu percentage includes and meets the minimum statutory requirements for vacation pay and statutory holiday pay required under the *Employment Standards Act*.

4.03 - "Regular Employee"

"Regular Employee" shall mean an employee, full-time or part-time, who has successfully completed the probationary period and who is employed on a regular basis and who shall be entitled to all benefits provided by the Collective Agreement from date of hire.

4.04 - "Time Duration Employee"

- 1) "Time Duration Employee" shall be defined as an employee, other than a regular employee, who is employed to augment the regular staff, or employed to substitute for regular staff during periods of leave, including vacation, maternity, parental or

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illness, or who is employed on a special project of limited duration. Time duration appointments in case of coverage for regular employees on leave shall not exceed eighteen (18) months, absent mutual agreement of the parties. All other Time Duration appointments shall not exceed twelve (12) months absent mutual agreement of the parties. The parties agree that the Employer may seek the Union's consent, in writing, to longer time periods prior to posting for a time duration position.

- 2) Time Duration Employee during the aforementioned period, shall be entitled to cumulative seniority from date of hire.
- 3) The payment in lieu of benefits shall be calculated at fourteen percent (14%) on the employee's base rate of pay and will be inclusive of health and welfare benefits, vacation pay, and statutory holiday pay, except that overtime payment provisions in accordance with Article 14.07(2) of this Agreement will apply to those employees who are required to work on statutory holidays. For clarity, the percentage in lieu of benefits does not include paid sick leave benefits, which will be provided in accordance with Article 17.01. The Union and the Employer agree that the in-lieu percentage includes and meets the minimum statutory requirements for vacation pay and statutory holiday pay required under the *Employment Standards Act*.
- 4) The probationary period as defined as 100 days worked cumulatively where an employee has more than one time duration assignment.

4.05 - "Full Time Employee"

"Full Time Employee" shall mean an employee who has successfully completed the probationary period and who is employed on a regular and continuous basis working the annual hours specified in Article 14.01(1) (a). Full Time Employees shall be entitled to all benefits provided in the Collective Agreement from date of hire.

4.06 - "Part Time Employee"

- 1) "Part Time Employee" shall mean any employee employed in any position which is other than full time and who works less than the normal hours specified in Articles 14.01(1).
- 2) The probationary period for Part Time Employees shall be one hundred (100) days worked or one hundred and eighty (180) calendar days, whichever comes first.

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- 3) During the probationary period set out in 4.06(2) above, Part Time Employees shall receive fourteen percent (14%) in lieu of benefits. The percentage in lieu of benefits will be calculated on the employee's base rate of pay and will be inclusive of health and welfare benefits, vacation pay and statutory holiday pay, except that overtime payment provisions in accordance with Article 14.07(2) of this Agreement will apply to those employees who are required to work on statutory holidays. For clarity, the percentage in lieu of benefits does not include paid sick leave benefits which will be provided in accordance with Article 17.01. The Union and the Employer agree that the in-lieu percentage includes and meets the minimum statutory requirements for vacation pay and statutory holiday pay required under the *Employment Standards Act*. Part time employees who have completed their probationary period and who wish to have benefits rather than the percentage (%) in lieu must ensure that their percentage of the premium is covered either through payroll deduction or post-dated cheques where hours worked are not sufficient to ensure coverage. Failure to make necessary arrangements with the Employer in advance will result in cancellation of benefits and payment of the appropriate percentage % in lieu.
- 4) Part-Time Employees may change their decision on benefits or payments in lieu by notifying the Human Resources Department in writing with the change to be effective as soon as possible, subject to the limitations of the benefit providers, for those benefits that continue to be available to the employee. Only one change for a 12-month period will be permitted.
- 5) For employees who elect payment in lieu of benefits, the payment will be calculated at fourteen percent (14%) on the employee's base rate of pay and will be inclusive of health and welfare benefits, vacation pay, and statutory holiday pay, except that overtime payment provisions in accordance with Article 14.07(2) of this Agreement will apply to those employees who are required to work on statutory holidays. For clarity, the percentage in lieu of benefits does not include paid sick leave benefits which will be provided in accordance with Article 17.01. The Union and the Employer agree that the in-lieu percentage includes and meets the minimum statutory requirements for vacation pay and statutory holiday pay required under the *Employment Standards Act*.
- 6) Employees who elected benefits will be entitled to vacation, statutory holiday and sick leave on a pro-rata basis, except that in no case will an employee receive less than the minimum requirements of the *Employment Standards Act*.

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4.07 - Notification - Employee Status Change

The Employer agrees to notify the Local Union office, with a copy to the Unit Chair, in writing, when an employee covered by the Collective Agreement is hired, promoted, demoted, transferred, laid off, recalled, disciplined, or when the employee's employment is terminated.

4.08 – “Casual Employee”

- 1) “Casual Employee” shall be defined as an Employee, other than Regular, Part Time, or Time Duration who:
 - a. is employed on an intermittent or temporary basis for the purpose of relief:
 - b. works less than 50% of full time working hours on an annual basis as indicated in the respective wage schedule; and
 - c. will have hours and shifts set by their respective supervisor, subject to operational requirements and the requirements stipulated in Article 14 of this Agreement.

- 2) Casual Employees will be entitled, from the date of hire, to receive fourteen percent (14%) in lieu of benefits. The percentage in lieu of benefits will be calculated on the employee's base rate of pay and will be inclusive of health and welfare benefits, vacation pay, and statutory holiday pay, except that overtime payment provisions in accordance with Article 14.07(2) of this Agreement will apply to those employees who are required to work on statutory holidays. For clarity, the percentage in lieu of benefits does not include paid sick leave benefits, which will be provided in accordance with Article 17.01. The Union and the Employer agree that the in-lieu percentage includes and meets the minimum statutory requirements for vacation pay and statutory holiday pay required under the *Employment Standards Act*.

- 3) Part Time Employees shall be offered all hours prior to Casual Employees.

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ARTICLE 5

UNION FEES AND MEMBERSHIP

5.01 - Union Fees

All employees covered by the Union's Certificate of Bargaining Authority shall pay to the Union a monthly fee equal to the monthly dues of the Union, such payments to be made by payroll deduction upon delivery to the employer of an authorization card signed by the employee.

5.02 - Union Representative

- (a) It is understood that the Local 458 Hope Recreation Unit Chair or Shop Steward will be permitted during working hours, to inform newly hired employees of the Union's role within the bargaining unit; and further, such representatives will be permitted to distribute authorization cards to new employees, respecting the deduction of Union dues by the Employer from their pay.
- (b) Except as provided under the Collective Agreement, no Union business shall be transacted during regular working hours.

5.03 - Maintenance of Membership

Any employee who is presently a member of the Union or becomes a member shall maintain membership in the Union as a condition of employment.

5.04 - Suspension by Union

In the event that the Union suspends a member, the Employer shall be notified by the Union in writing.

5.05 – Membership List

From existing Employer records, an up-to-date Membership List shall be provided to the Union upon submission of a request to the Employer. The list shall be in alphabetical order and include the name, mailing address, postal code and telephone number of all Employees covered by this Agreement. This information shall be provided to the Union electronically and is for Union business only.

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5.06 – Union’s Right to Inform New Employee in Bargaining Unit

A Union representative will be permitted a maximum of fifteen (15) minutes during working hours to inform newly hired employees of the Union’s role within the bargaining unit. Both the Union representative, if employed by the Employer, and the new employee must obtain their respective Supervisors’ approval prior to their meeting.

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ARTICLE 6

CHECK-OFF OF UNION DUES

6.01 - Deductions

The Employer shall deduct from every employee any monthly dues, initiations, or general assessments levied, in accordance with the Union Constitution and/or Bylaws, and owing by the employee to the Union.

6.02 - Check-Off and Remittance

The Employer agrees to the check-off of all Union dues, fees and general assessments levied in accordance with the Constitution and/or Bylaws of the Union. The Union agrees to advise the Employer of the amounts of such Union dues and/or general assessments as may be determined from time to time by the said Union. The Employer, upon receipt of such advice from the Union, shall thereupon deduct from the earnings of the employees such dues, fees and general assessments and shall forward to the Union the total of such amounts deducted, together with amendments to the list of those employees from whom such deductions were made, such deductions to be remitted to the Union Treasurer not later than the fifteenth (15) day of the following month.

Upon receipt of 30 days written notice from the Union, the Employer will thereafter remit such deductions to the CUPE National Office with an electronic copy of the check-off list to the Local Union Treasurer not later than the 15th day of the following month.

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ARTICLE 7

LABOUR MANAGEMENT COMMITTEES

7.01 - Representation

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

7.02 - Joint Labour Management Committee

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

7.03 - The Joint Labour Management Committee.

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

7.04 - Representative of Canadian Union of Public Employees

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

7.05 - Meeting of the Joint Labour Management Committee

In the event that either party wishes to call a meeting of the Joint Labour Management Committee, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than six (6) calendar days after the request has been given, unless otherwise mutually agreed. An employee member of the Joint Labour Management Committee shall be granted leave to attend the meeting without loss of regular pay.

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7.06 - Technical Information

The Employer shall make available to the Union on request, information required by the Union for purposes of bargaining, such as job descriptions, positions in the bargaining unit, job classifications, wage rates, pension and welfare plans and other relevant documents which the Employer has readily available, provided always that such information requested is not confidential and is the property of the Employer and that the Employer has a legal right to disseminate it.

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ARTICLE 8

GRIEVANCE PROCEDURES

8.01 Grievance

A grievance shall be defined as a difference between an Employee and the Employer or 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 any question as to whether a matter is arbitrable. There shall be no work stoppage on account of such difference and an earnest effort shall be made to settle the difference in the following manner.

8.02 Grievance Steps

Except for Employer and Union Policy Grievances, all grievances shall be resolved as follows:

Informal (optional) Step 1: The Employee involved shall first take up the issue verbally with their immediate Manager, with or without the Shop Steward, within ten (10) working days from the time the Employee ought to have reasonably known of the event giving rise to the issue.

Step 2: If the issue is not satisfactorily settled at Step 1, the Employee and the Shop Steward, or designated Union representative shall present the grievance in writing within ten (10) working days from the meeting at Step 1. A Step 2 meeting shall take place. The Human Resources representative shall reply in writing within ten (10) working days from the date of the Step 2 meeting.

Step 3: If a satisfactory settlement is not reached at Step 2 and the Union wishes to proceed further, the grievance shall be referred within ten (10) working days to the Chief Administrative Officer or designate at Step 3. The Grievance Committee of both parties will meet to discuss the grievance. The Chief Administrative Officer shall reply to the grievance within ten (10) working days of the Step 3 meeting.

If the grievance is not settled at Step 3 the aggrieved party may, within ten (10) working days give written notice of arbitration to the other.

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8.03 Policy Grievance

- 1) A policy grievance may be filed in any of the following circumstances:
 - (a) where there is a dispute regarding the general application or general interpretation of this agreement;
 - (b) where the Employer has a grievance;
 - (c) dismissal, discharge and suspension;
 - (d) layoff;
 - (e) recall
- 2) A policy grievance must be submitted fifteen (15) working days from the event giving rise to the grievance.
- 3) The grievance will commence at Step 3 of the grievance procedure outlined in 8.02.

8.04 Extension of Time Limits

The Union and the Employer may by mutual agreement, in writing, extend the time limits mentioned above, provided such extension is requested prior to the expiry of the time allowed. However, failure to observe the time limitations herein, including the time to initiate a grievance, shall render the grievance void; except that when the recipient of the grievance fails to respond within the prescribed time limits, the grievance shall advance to the next step in the grievance procedure.

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ARTICLE 9

ARBITRATION

9.01 Board of Arbitration

A Board of Arbitration shall be formed to hear any grievance not resolved through the grievance procedure. Either party shall notify the other, in writing, of the question(s) to be arbitrated and the name and address of its chosen representative on the Arbitration Board. After receiving such notice and statement, the other party shall within five (5) calendar days appoint its representative on the Arbitration Board and give notice in writing of such appointment to the other party. Such representatives shall endeavour to select a third member who shall be Chair. Should the representatives fail to select such third member within five (5) days from the appointment of the last representative, either party may request the Minister of Labour of the Province of British Columbia to appoint a Chair. The expenses and compensation of the representatives selected by the parties shall be borne by the respective parties. The expenses and compensation of the Chair shall be shared equally between the parties. By mutual agreement of the parties a single arbitrator may be utilized in the place of a three person arbitration panel.

9.02 Decision by the Board

The majority decision of the Board shall be final and binding on all parties bound by this Agreement.

9.03 Reinstatement by Board of Arbitration Order

In the event the Board of Arbitration finds out that an employee has been dismissed or suspended for other than proper cause, the Board of Arbitration may direct the Employer to reinstate the employee and pay to the employee a sum equal to the employee's wages lost by reason of such suspension or discharge, or such lesser sum as in the opinion of the Board of Arbitration is fair and reasonable or make such other order as it considers fair and reasonable having regard to the terms of the Collective Agreement between the parties.

9.04 Extension of Time Limits

Wherever a stipulated time is mentioned in this Article the said time may be extended by mutual consent of the parties.

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ARTICLE 10

DISCIPLINE

10.01 – Right to Union Representation

An employee shall have the right to have an official representative of the Union present during any discussion with supervisory or management personnel which the employee believes might be the basis of disciplinary action. Where the supervisor or manager intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance for the purpose of the interview in order that the employee may contact their Union Representative to be present at the interview.

10.02 - Adverse Report

- 1) The Employer agrees not to introduce as evidence in a hearing related to disciplinary action any document from the file of an employee the existence of which the employee was not aware prior to the hearing and thereby was denied the opportunity of filing a written response.
- 2) Employee Records
 - (i) In the Event an employee wishes to review the personnel file, the employee may, by appointment with the Human Resources Department, has access to such file.
 - (ii) Should an employee disagree with any documentation maintained in the personnel file then the employee may object, in writing, and such objection shall be retained by the Employer in the employee's personnel file.

10.03 – Discipline

Any employee may be subject to discipline or dismissal for just cause, in which case the Union may resort to the established grievance procedures outlined in Article 8 of this Agreement.

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10.04 - No Disciplinary Action - Unsafe Conditions

An employee shall not be disciplined for refusing to carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that employee has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person. The Parties agree that Section 3.12 of the B.C. *Occupational Health and Safety Regulation*, as may be amended from time-to-time, shall be followed in the event that an employee refuses to perform unsafe work pursuant to this Article. (A copy of Section 3.12 of the *Occupational Health and Safety Regulation* is attached as Appendix “A” to this Collective Agreement for informational purposes.)

10.05 - Legal Picket Lines

No employee will be required to enter any building or property where a picket line is in evidence when such picket line is established under either the Statutes of the Province of British Columbia or the Statutes of Canada excepting for the purpose of maintaining essential services or in cases of emergencies when requested by the Employer and/or the Employee’s Union local.

10.06 - Loss of Wages - Re Picket Lines

It is understood and agreed that hours or part of an hour lost by an employee by not crossing a picket line shall be deducted from the employee’s current hourly wage rate for that employee.

10.07 – Letters of Discipline

The Employer shall not rely upon any letter of discipline that has been placed on the file of an employee after the expiration of three (3) years from the date that the letter of discipline was issued, provided there have not been any further disciplinary infractions by the employee during that period and provided that the applicable letter of discipline is not material to any pending disciplinary action against the employee.

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ARTICLE 11

SENIORITY DEFINED

11.01 - Seniority Defined

- 1) Seniority is defined as being the length of service of an employee in the entire Bargaining Unit. It is expressly agreed that seniority divisions within the bargaining unit have been eliminated. The Bargaining Unit consists of those positions, which make up the list of job titles on the wage schedules appended to the Collective Agreement. Seniority shall be calculated and accumulated on the basis of the number of hours worked as a member of the Bargaining Unit
- 2) For the purpose of Article 13, bumping, layoff and recall shall be administered in accordance with Article 11.01(1).
- 3) Management reserves the right to assign employees in the same or similar job descriptions to any facility within the bargaining unit in order to meet hours of operation and program requirements.
- 4) Casual employees do not accrue seniority. However, a casual employee moving from casual status to regular or part-time status will have their hours converted to establish a seniority date with the bargaining unit and shall be added to the appropriate seniority list.

11.02 Scheduling by Seniority

- 1) The Employer shall schedule by seniority within each employee classification, subject to the following exceptions:
 - (a) Licensed Programs.
- 2) The Special Programs – Recreation Assistants shall be scheduled by seniority, provided that the senior employee has the capabilities associated with the program requirements and is available for the scheduled shift.

11.03 Seniority List

The Employer shall maintain a seniority list for each Employee Wage Schedule appended to the Collective Agreement. The list will show each employee's original date of employment and the accumulated hours worked to date. Up-to-date seniority lists shall be

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posted in “staff only” work areas in the first week of January, April, July and October each year along with an electronic copy emailed to the Union.

11.04 - Loss of Seniority

- 1) An employee shall not lose seniority rights if they are absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer. An employee shall only lose seniority in the event:
 - (a) they are discharged for- just cause and are not reinstated;
 - (b) they resign;
 - (c) they are absent from work in excess of five (5) consecutive working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible; or
 - (d) they fail to return to work following a layoff within seven (7) calendar days of being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of the Employee’s current address.
- 2) Full-time, Part-time, and Time Durated employees who are laid off shall retain their seniority for one (1) year. Loss of seniority shall mean loss of all rights as an employee.

11.05 - Transfers Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without the Employee’s consent. It is understood and agreed that an employee who consents to transfer for any reason to a position which they know to be outside the bargaining unit shall not then initiate proceedings to have that position included in the bargaining unit.

Such employees who are transferred to a permanent position outside the bargaining unit shall continue to accumulate seniority for a period of only ninety (90) calendar days, but during the employee’s time they cannot maintain their membership in the Union. If the employee reverts back to a position in the bargaining unit, they will be required to pay the Union dues owing retroactively.

11.06 - Almer Carlson Pool Hiring Preferences

- (a) Electoral Area “A” residents shall be given hiring priority and preference at the Almer Carlson Pool, seniority notwithstanding.

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- (b) Notwithstanding Article 11.01(1), all hours worked by the application of this article shall be accounted for separately and cannot be used to disadvantage an otherwise senior employee.

11.07 – Part-Time Employee Seniority While on Maternity or Parental Leave

A part-time employee on maternity or parental leave shall be credited monthly seniority equal to the average monthly days they worked with the Employer in the twelve (12) months prior to taking such leave. Should an employee not have twelve (12) months previous experience they shall be credited monthly with the average monthly days they have worked while an employee.

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ARTICLE 12

PROMOTIONS AND STAFF CHANGES

12.01 - Job Postings

- (a) It is agreed and understood where vacancies exist or new positions are created notice thereof will be posted on the Bulletin Boards for a period of seven (7) calendar days before the appointment is made. Such postings and notice shall contain the following information as described in the agreed class description:
1. nature of position;
 2. required ability;
 3. wage rate;
 4. status of employee as stated in Article 4;
 5. date posted and posting end date; and
 6. hours of work.
- (b) The Employer agrees to provide a copy of the posting to the Local Union office, with a copy to the Unit Chair prior to the closing of the posting, and shall advise the Local Union office, with a copy to the Unit Chair in writing of the name(s) of the successful applicant(s).

12.02 - Method of Making Appointments

In making new appointments, promotions and transfers, including newly created positions, the required knowledge, ability and skills for the position shall be the primary consideration, and where two or more applicants are equally capable of fulfilling the duties of the position as outlined on the relevant job description, seniority as defined in the Collective Agreement shall be the determining factor.

12.03 - Trial Period

- 1) In the event an employee is promoted or transferred to another position, they shall be considered to be on trial for a period of not more than forty-five (45) working days and shall be paid the wage rate for that position.
- 2) Should the employee be unable to satisfy the requirements of the position, or indicate that they do not want that position, then they shall be returned to the employee's former position at the wage the employee previously earned in the former position, plus any increments to which they would have otherwise been

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entitled had they not been promoted, transferred or selected to fill a job vacancy. In the event an employee is returned to their former position, all other employees who changed job positions shall also move back to their former job positions and wage scales which they occupied previously.

- 3) In the event that Article 12.03(2) is invoked, the position does not have to be re-posted if there are other applicants from the original posting who are qualified for the position.

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ARTICLE 13

LAYOFFS AND RECALLS

Both parties recognize that job security should increase in proportion to length of service.

The Employer agrees that the layoffs of regular full time employees will not be considered without first consulting the Union. The Employer further agrees to communicate with the Union prior to amalgamation or merger.

13.01 – Procedures for Layoff, Bumping and Recall

- 1) When a layoff is necessary, the employee with the least seniority will be the first employee subject to layoff, provided the remaining employees are qualified and capable to do the remaining work.
- 2) Upon written notification an employee subject to layoff or an employee who is bumped under this clause may displace an employee with less seniority in any classification providing the bumping employee is presently qualified and capable of doing the job of the employee they are displacing.
- 3) If an employee bumps into another classification, the employee who bumps into another classification shall be paid the wages for that classification.
- 4) Employees shall be recalled in the order of their seniority as defined in accordance with Article 11.01 of this Agreement.
- 5) Full Time employees shall have the right to refuse recall to a part time position without loss of future recall rights. Should an employee choose to return to a part time position; they shall be offered any arising fulltime vacancy they would have been recalled to had they remained on the recall list.

13.02 - Re-Employment Before New Employees

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

13.03 - Notice of Layoff

The Employer shall notify Regular Employees who are to be laid off ten (10) working days before the layoff is to be effective. An employee laid off who has not had the

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opportunity to work ten (10) full days after notice of layoff, shall be paid in lieu of work for that part of ten (10) days during which work was not made available.

13.04 - Severance Pay

- 1) A regular employee who has received written notice of layoff shall, within five (5) calendar days, elect to:
 - (a) exercise seniority rights for bumping purposes; or
 - (b) accept layoff.
- 2) If the employee accepts layoff, they shall within thirty (30) calendar days from the effective date of layoff elect:
 - (a) either to retain seniority rights of layoff and recall;
 - (b) or to accept severance pay.
- 3) Upon acceptance of severance pay all seniority rights and rights to recall in accordance with Article 12 are terminated; or, upon acceptance of retention of seniority rights of layoff and recall, all rights of severance pay under these provisions are terminated.
- 4) Entitlement to, and severance pay for each Regular Employee will be as follows:
 - (a) three (3) days pay for each calendar year of service up to and including five (5) calendar years of service;
 - (b) five (5) days pay for each calendar year of service after five (5) years of service.
 - (c) the maximum number of days pay for severance will be ninety (90) days pay.
- 5) Part-Time service shall be calculated on a pro rata basis. Wage upon which severance pay is calculated shall be based on the employee's wage at the effective date of their termination.

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ARTICLE 14

HOURS OF WORK, SHIFTS AND OVERTIME WORK

14.01 Regular Hours

1) Normal Regular Hours

- (a) Except as provided in paragraph (b), the normal regular hours of work for regular full time Employees shall be eight (8) consecutive hours per day (exclusive of a lunch break not to exceed one hour) for five (5) consecutive days per week.
- (b) The hours of work for regular shift workers and aquatics workers shall be no more than eight hours per day up to 40 hours per week.
- (c) It shall be the duty of each employee to report for work at the prescribed location on each and every working day at the prescribed hour, regardless of the weather, unless the employee has been notified that they are not to report for work.

2) Split Shifts

Employees other than full time employees may be required to work a split shift subject to the following:

- (a) There may only be one split for each split shift; and
- (b) The employee shall work a minimum of three (3) hours in each block of the split shift; and
- (c) The maximum break between blocks of work on the split shift shall be four (4) hours with the proviso that the employee's four (4) hours may be extended by mutual agreement between the individual employee and the employer.

14.02 - Notice of Shift Change

- 1) Except in times of an emergency, forty-eight (48) hours notice shall be given before change of a regular shift. An employee can be compelled to attend the workplace on forty-eight (48) hours notice of shift change.
- 2) An emergency is defined as any situation or circumstance whereby the failure to achieve requisite staffing levels would result in the closure of the Hope and

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District Recreation Centre or Almer Carlson Pool, or the cancellation of a program.

(a) For the purposes of this Section, the Employer agrees that it will endeavour to contact those employees who are qualified to perform the required work on the basis of seniority. If the required number of employees who are needed do not agree to attend the workplace where an emergency exists to perform the work, then the required number of junior qualified Employees will be compelled to do so.

(b) An employee shall not be compelled to attend the workplace where an emergency exists pursuant to paragraph (a) above in the event that the employee presents the Employer with a reasonable explanation as to why they are not available to do so. The Employer will not unreasonably reject the explanation provided by an employee pursuant to this provision.

- 3) An employee who attends the workplace on less than forty-eight (48) hours notice shall be paid at overtime rates of pay as provided in this Agreement, or a minimum of three (3) hours pay at overtime rates, whichever is greater. Time worked shall be computed from the time the employee commences work.

14.03 – Hours of Rest Between Shifts

Failure to provide at least ten (10) hours rest time between shifts for all employees, who have had their shifts changed in accordance with article 14.02 shall result in payment of overtime at established rates for any hours worked during such normal rest period.

14.04 - Shift Work

It is understood and agreed that employees may be required to work regularly on shifts at different hours than the hours specified in paragraph 14.01. The following principles shall apply to shift work:

- 1) Adequate notice shall be given by the Employer to the Union, which notice shall not be less than five (5) working days or one calendar week.
- 2) Shifts may be in three (3) non-broken shifts of up to eight (8) hours, meal-time excluded in any 24 hour period.
- 3) The date and plan of implementation and the allocation of employees shall be with the fullest consultation and co-operation of the Union to ensure adequate coverage by qualified employees.

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- 4) Split shifts are permissible subject to Section 14.01(2)

14.05 - Temporary Shifts

The parties hereto recognize that there may arise a temporary need for shift work among the employees during peak periods throughout the year and therefore set forth hereunder the principles which shall apply to implementing temporary shift work:

- 1) Adequate notice shall be given by the Employer to the employees which notice shall not be less than forty-eight (48) hours.
- 2) Temporary shifts may be in three (3) non-broken shifts of up to eight (8) hours, meal-time excluded. Temporary shifts shall not exceed 30 shifts per employee per year.
- 3) The date and plan of implementation and the allocation of employees shall be with the fullest consultation and co-operation of all affected employees to ensure adequate coverage by qualified employees.
- 4) Split shifts are permissible subject to Section 14.01(2)

14.06 - Pay for Shift Work

A shift work premium shall be paid to all employees assigned to work in the Arena as follows:

- 1) For all hours worked between 6:00 p.m. and 12:00 midnight, an additional fifty cents (\$.50) per hour shall be paid;
- 2) For all hours worked between 12:00 midnight and 7:00 a.m., an additional 6 percent (6%) per hour shall be paid.

The shift premium shall be paid for an entire shift after four (4) or more hours of that shift are worked between the hours of 6:00 p.m. and 7:00 a.m.

The shift premium shall not be paid for overtime work and call outs.

Effective January 1, 2006 pay for shift work, as set out above shall be expanded to all employee designations.

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14.07 - Overtime Authorized

All overtime shall be at the authority of the Department Head or Supervisor who has been delegated the responsibility to authorize overtime. All time worked beyond the normal full-time work day, the normal full-time work week, or on a holiday, shall be considered overtime. Pay for an extension of shift will be paid at overtime rates providing the employee has worked 8 hours that day or 40 hours that week.

1) **On Regular Workday and Work Weeks**

All work in excess of the standard work day (i.e. 8 hours) or the standard work week (40 Hours) as the case may be, shall be paid for at one and one-half (1 1/2) times the regular hourly rate. Double (2) time shall be paid after ten (10) hours in any one (1) day and after forty-eight (48) hours in any one (1) week. Overtime shall be calculated to the next quarter (1/4) hour. Time off in lieu of overtime shall be permissible at the discretion of the Employer.

2) **Overtime Rates on Statutory and General Holidays and Days of Rest**

All hours worked on a statutory holiday or general holiday or on the first and/or second normal day of rest shall be paid for at double time in addition to any holiday pay which may be payable. It is agreed, however, that Employees may be required to work on a statutory holiday or general holiday at overtime rates provided the Employee is granted another day off with pay in lieu of the statutory or general holiday as provided in Article 15. Time off in lieu of overtime shall be given at the discretion of the Employer.

3)

- (a) It is agreed that overtime may be paid out or taken as time off in lieu, however 80 hours is the annual maximum amount that may be taken as time off in lieu. When the time off will be taken shall be decided upon mutual agreement of the employer and employee subject to any financial or operational restraints that may be in existence at the time.
- (b) Employees shall not be entitled to replenish their overtime bank for the purpose of taking time off in lieu of overtime once the maximum annual amount has been taken as time off.
- (c) The remaining overtime will be paid out in cash at year-end, and, may also be paid out prior to year-end upon the Employee's written request.

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4) Provincial Emergency Program

In the case of a declared State of Emergency, a Local State of Emergency, or in instances where the Employer's Emergency Operations Centre ("EOC") is open and operating, even if a Local State of Emergency has not yet been declared,

- (i) which will result in overtime work being performed by any employee of the Employer, and
- (ii) for which the Employer receives compensation from the Provincial Emergency Program

the compensation associated with the overtime work performed by the employee will be paid out to the employee in the next pay period at the applicable rate for the overtime work (i.e., the employee cannot elect to bank the overtime compensation in order to be taken off in lieu at a later date).

Any overtime work which is performed by an employee during the declared State of Emergency, but which is not associated with the State of Emergency and as a consequence is not subject to compensation by the Provincial Emergency Program, will be subject to the applicable provisions set out in the Collective Agreement concerning compensation for overtime work.

14.08 - Overtime Allocation

- 1) Overtime shall be offered equally among employees in their respective job classifications.
- 2) A list of overtime worked by Employees within each job classification shall be maintained by the Employer. The Employee's list shall be updated each pay period.

14.09 - Reporting/No Work

Where an Employee reports for a shift and no work is available, such Employee shall be paid for a minimum of two (2) hours; and in the event the employee commences work, a minimum of four (4) hours shall be paid.

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14.10 - Call-Out

An employee who is called out to work outside of the employee's regular working hours shall be paid at overtime rates of pay as provided in the Collective Agreement, or a minimum of three (3) hours pay at overtime rate of pay, whichever is greater. Time worked shall be computed from the time the employee commences to work until the employee has completed the work for which they were called out or until the employee is instructed to cease work.

After the completion of the duties the employee was called out for an employee may choose to book off. In this case the employee shall receive a minimum of two (2) hours pay if the work performed was of less than one hour duration.

The Employer agrees that an employee cannot be compelled to attend the workplace as a result of a call-out.

14.11 - Rest Periods

All employees shall be permitted a rest period of fifteen (15) consecutive minutes in both the first and the second half of a normal work day or shift.

14.12 - Benefit Gratuity

If an employee is reassigned or reclassified to a higher rated position for more than sixty (60) days, the employee's holiday pay and sick leave gratuity will be prorated to include the actual time in the higher position.

14.13 – Pay for Shift Extension

The Employer may ask Part Time and Time Duration Employees to work more hours than what they were scheduled for on that day; however, the Employee cannot be compelled to work the extension of the shift. Pay for an extension of a shift will be at straight time rates where the employee has worked less than 8 hours in a day or less than 40 hours in a week. Overtime rates will apply where the employee has worked more than 8 (eight) hours that day or more than 40 hours that week.

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ARTICLE 15

HOLIDAYS

15.01 - Guarantee

It is the purpose of this Article to guarantee a minimum of twelve (12) statutory or general holidays to all regular employees.

15.02 - Paid Holidays

All regular employees shall have the following statutory holidays off with pay at the employee's regular rate of pay:

New Year's Day	Labour Day
Family Day	National Day of Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Queen's Birthday	Christmas Day
Canada Day	Boxing Day
British Columbia Day	

and any other general holiday

- (i) proclaimed by the Provincial Government, or
- (ii) proclaimed by the Federal Government, provided that the total number of general holidays proclaimed by the Federal Government exceeds the total number of general holidays proclaimed by the Provincial Government at the time that the new general holiday proclaimed by the Federal Government is added to the above list of statutory holidays.

In lieu of having the statutory holiday or general holiday off with pay, an employee may be assigned another day off with pay, on the understanding that the Employer will try to distribute the actual statutory and general holidays as equitably as possible among the employees.

15.03 - New Employees

For the purpose of this Article, all new employees hired by the Employer shall have worked for the Employer at least fifteen (15) working days in the thirty (30) calendar day period immediately prior to the statutory holiday, to be entitled to Statutory Holiday Pay.

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15.04 - When Holiday Falls on Day of Rest

With the exception of Article 15.05, when any of the above-noted statutory or general holidays fall on Saturday or Sunday and are not proclaimed as being observed some other day, the following Monday, when one day is involved, or the following Monday and Tuesday, when two (2) days are involved, shall be deemed to be holidays for the purpose of the Collective Agreement unless other arrangements are made by mutual agreement.

15.05 - Holidays on Day Off

When any of the above-noted holidays fall on an employee's scheduled day off for those employees who work other than the normal week, Monday to Friday, inclusive, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Employer.

15.06 - Holiday Pay

Employees who are not required to work on the above-noted holidays shall receive holiday pay equal to one normal day's pay. Employees who are required to work shall be paid in accordance with the overtime provisions of the Collective Agreement.

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ARTICLE 16

ANNUAL VACATIONS

16.01 - Entitlement

1) Part-Time Employees

The entitlement for Part-Time Employees is contained in Article 4.06.

2) Full-Time Employees

All Full-Time Employees covered by the collective agreement shall receive an annual vacation with pay on the following basis.

16.02 - Definition

For the purpose of this Article, calendar year shall be the period from January 1st to December 31st, inclusive.

16.03 - First Year of Service

Employees, during the first (1) calendar year of service, shall accumulate one (1) working day for each completed month of employment or major fraction thereof, to a maximum of ten (10) working days. Employees shall receive an annual vacation equivalent to the accumulated working days at the employee's regular rate of pay or four percent (4%) of the employee's annual gross earnings whichever is greater.

16.04 - Deemed Completion of First Calendar Year

Regular employees who have been continuously employed for less than a twelve-month (12) period, but are on the payroll at January 1st, shall be considered to have completed their first calendar year of service for vacation purposes, but unearned vacations taken will be deducted from the employee if the employee leaves employment prior to earning them.

16.05 - Entitlement Second Year - Eighth Year

During their second (2) calendar year of service and every year thereafter up to and including their eighth (8) calendar year of service, regular employees shall earn three (3) calendar weeks annual vacation.

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16.06 - Entitlement Ninth Year - Fifteenth Year

During their ninth (9) calendar year of service and every year thereafter up to and including their fifteenth (15) calendar year of service, regular employees shall earn four (4) calendar weeks annual vacation.

16.07 - Entitlement Sixteenth Year - Twenty-fourth Year

During their sixteenth (16) calendar year of service and every year thereafter up to and including their twenty-fourth (24) calendar year of service, regular employees shall earn five (5) calendar weeks annual vacation.

16.08 - Entitlement Twenty-fifth Year and Subsequent Years

During their twenty-fifth (25) calendar year of service and every year thereafter, regular employees shall earn six (6) calendar weeks annual vacation.

16.09 - Additional Day of Statutory Holiday

When a statutory holiday falls or is observed during an employee's annual vacation period, the employee shall be granted an additional day's vacation for each statutory holiday in addition to the employee's regular vacation time.

16.10 - Vacation Period

- 1) Employees shall be granted their vacation dates in order of their seniority consistent with the efficient operation of the Employer. Vacation lists shall be posted on or before March 31st of each year. If employees have not selected their vacations prior to March 31st, the Employer will deal with requests for vacations on an individual basis. However, only one (1) two (2) week period shall be selected by seniority until all eligible employees have selected one period. The seniority provision of this section cannot be used for vacation, which is not booked in the annual vacation plan by March 31st.
- 2) Any employees entitled to more than two (2) weeks vacation shall only receive two weeks in one (1) continuous period, unless otherwise mutually agreed between the parties. The remainder of the vacation to which such employee is entitled shall be granted at a time consistent with the efficient operation of the Employer.
- 3) Where an employee is leaving the service of the Employer, they shall be paid for all earned outstanding vacation up to and including the last day worked.

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16.11 - Operational Requirements

Vacations for employees shall be taken at such times when quantity, regularity and disruption of the work of the Employer will be least impaired and as mutually agreed upon by the employee and the Department Head.

16.12 - Other Leave During Vacation

Where an employee qualifies for sick leave, bereavement, or any other approved leave during the employee's period of vacation, there shall be no deduction from vacation credits for such absence, provided notice is given to the Employer as soon as the need arises. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date at the mutual agreement of the employee and the employee's Department Head.

16.13- Pro-Rating Vacation Time for Interrupted Service

When employment is terminated or leave without pay is approved for a continuous period in excess of seven (7) days, holiday entitlement shall be prorated to the actual time worked. This section does not apply where leave without pay has been approved for Union functions.

16.14 – Vacation Bank

Employees who receive vacation are entitled to bank a maximum of one (1) week entitlement for use in the immediately ensuing year. It is understood that the Employer does not provide cash payouts of unused vacation entitlements.

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ARTICLE 17

SICK LEAVE PROVISIONS

17.01 - Entitlement

- 1) Non-Benefited/In-Lieu Employees (Probationary, Time-Durated, Casual, Part-time)

Entitlement to paid sick leave benefits for probationary, time-durated, causal, and Part-Time non-benefited employees will be in accordance with the minimum requirements for the *Employment Standards Act*.

If requested by the Employer, employees must as soon as practicable provide the Employer with reasonably sufficient proof that the employee is entitled to sick leave.

- 2) Full-Time Employees

All Full-Time Employees will be granted sick leave subject to the following provisions.

- 3) Part-Time Employees Receiving Benefits

Part-time employees who receive benefits rather than the in-lieu percentage shall be entitled to sick leave on a pro-rata basis subject to the following provisions, except that in no case will an employee's annual paid sick leave entitlement be less than the minimum requirements of the *Employment Standards Act*.

17.02 - Accumulation of Sick Leave

For the first twelve (12) months, a maximum of six (6) days at full pay. During the second year of service and following, a maximum of eighteen (18) working days each year [calculated at the rate of one and one-half (1 1/2) days per month] accumulative up to a total maximum accumulation of one hundred and fifty (150) working days at full pay.

17.03 - Extension of Sick Leave

Notwithstanding the foregoing clauses, the Employer may grant further periods of sick leave in special circumstances. Such periods shall not normally exceed eighteen (18) working days and shall be recovered by the Employer as the employee earns additional

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credits, and moreover, if not repaid, shall be deducted from wages if or when the employee loses status as an employee for any reason.

17.04 - Responsibility to Report

An employee shall be required to report in to their Supervisor prior to the commencement of their shift, unless the expected total period of absence has already been made known to the Employer. When such period has elapsed or is expected to be exceeded, however, the employee shall report before the first working day following the stated period, to the employee's Supervisor. Failure to follow the reporting procedure may jeopardize the employee's right to sick pay unless proof of extenuating circumstances can be produced which made reporting impossible.

17.05 - Medical Certificate

The Employer as proof of sickness may require a medical certificate. Such requests will be made, where possible, when the employee reports sick, during the employee's period of illness, or on the employee's first day back. If the Employer requests a medical certificate they shall pay the costs of such.

17.06 - Sick Leave Gratuity

In the first pay period in December an employee shall be entitled to a payment for one-third of the sick leave remaining to the employee's credit from the annual sick leave entitlement of eighteen (18) days at the end of each calendar year, at the employee's rate of pay in effect for that pay period, the payment of the employee's gratuity to be based on the following understanding:

- 1) There shall be no payment of gratuity during the first twelve (12) months of work. At the end of an employee's second (2) calendar year of service the employee's unused sick leave accumulated to that date will be used as the basis for calculating the payment.
- 2) If any sick leave is used in the current year after the date on which the gratuity is calculated, an appropriate adjustment will be made to charge that sick leave used against sick leave earned in the following calendar year.
- 3) The total gratuity days shall be deducted from the total sick leave balance for the year, and the balance shall be cumulative for purposes of sick leave only, to a maximum of one hundred and fifty (150) days.

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17.07 - Abuse of Sick Leave

Proven abuse of sick leave shall be deemed cause for suspension or dismissal.

17.08 - Family Illness

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

17.09 – Subrogation Clause

Where an employee receives compensation for time lost from work from any 3rd party, such as the Insurance Company of British Columbia (ICBC), WorkSafeBC, a court order, etc., any amounts paid by the Employer on behalf of the Employee for such situations, such as sick leave, for example, must be refunded to the Employer. Any other costs incurred by the Employer and recovered from the 3rd party may also be repayable, such as the costs of benefits, for example. The Employer shall thereupon reinstate the sick leave credits represented by the repayment of wages and recover its costs for benefits or other items previously paid for by the Employer. Credits will be reinstated at the rate at which they were paid.

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ARTICLE 18

LEAVE OF ABSENCE

18.01 - For Union Business

18.01(1) Official representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on negotiations with the Employer with respect to a grievance or time off during working hours to complete Union financial transactions with the bank, it being understood that such absence is approved by the Employer, and shall not be unreasonably withheld.

18.01(2) A Local Bargaining Committee shall be appointed and consist of not more than three (3) members of the Employer, as appointees of the Employer, and not more than three (3) members of the Union, as appointees of the Union. The Union and Employer will advise each other of its nominees to the Local Bargaining Committee.

18.02 - Leave for Union Duties

It is agreed that official representatives of the Union may be granted leave of absence without pay to attend Union Conventions or perform other functions on behalf of the Union and its affiliation, on the following understanding:

- 1) A request for such leave shall be submitted to the employee's Department Head at least fourteen (14) calendar days in advance;
- 2) Such leave of absence shall not be withheld unreasonably;
- 3) Such leave of absence shall not affect the employee's earned seniority and/or benefits contained in the Collective Agreement;
- 4) Not more than two (2) Union representatives shall be away at any one time, and the period of absence shall not exceed five (5) working days.

18.03 - Leave for Full-Time Union Duties

It is agreed that any employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated may be granted leave of absence without pay and without loss of seniority by the Employer for a period up to one (1) year, which leave shall be reviewed each year on request by the employee during the employee's term of office with the Union. Such leave of absence shall not be withheld unreasonably.

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18.04 - Leave of Absence - Elected to Public Office

- (a) An employee who is elected to public office shall be allowed leave of absence without loss of seniority during the employee's term of office. The employee shall not be entitled to wages or benefits during such absences.
- (b) Employees running for public office are bound by the Local Government Act RSBC 1996 Ch. 323 and in accordance with the Act may be required to resign or take a leave of absence from their position with the Employer.

18.05 - Bereavement Leave

- 1) An employee shall be granted up to five (5) working days leave without loss of wages in the case of the death of a mother, father, husband, wife, sister, brother, child, grandparent or grandchild of the employee.
- 2) In the case of the death of an employee's in-law relative (father, mother, sister, brother) the employee shall be granted up to three (3) working days leave without loss of wages.
- 3) The Employer agrees to consider requests for leave without pay to cover realistic requirements for travelling time to distant or remote burial sites. Such leave shall not be unreasonably refused.

18.06 - Mourner's Leave

- (a) One-half (1/2) day leave may be granted without loss of wages to attend a funeral as a mourner, provided the employee has the approval for leave from the employee's Department Head.
- (b) One (1) day leave may be granted without loss of wages to attend a funeral when involved in the funeral arrangements, provided the employee has the approval for leave from the employee's Department Head.

18.07 - General Leave

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

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- (b) Employees granted leave according to this section must indicate a date of their expected return to work and cannot displace any other employee from positions or shifts should the employee wish to return to work earlier than their indicated return date.

18.08 - Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or Crown witness in any court. The Employer shall pay such an employee with the difference between the employee's normal earnings and the payment they receive for jury service or court witness, excluding payment for traveling, meals, or other expenses. The employee shall present proof of service and the amount of pay received to the Employer.

18.09 - Pregnancy Leave

- 1) A pregnant employee who requests leave under this subsection is entitled to up to 17 consecutive weeks of unpaid leave without loss of seniority, which must be taken during the period that begins no earlier than thirteen (13) weeks before the expected birth date and no later than the actual birth date, and ends no later than 17 weeks after the leave begins. Benefit entitlement during the employee's period of maternity leave will be in accordance with the *Employment Standards Act*.
- 2) A request for leave under subsection (1) must be given in writing to the Employer at least four (4) weeks before the day the employee proposes to start the maternity leave and must be accompanied by a medical practitioner's certificate stating the expected date of birth and when the employee will be starting leave.
- 3) An employee's maternity leave must end no earlier than six (6) weeks after giving birth to the child unless the employee makes a request to the Employer to return to work earlier and provide the Employer with a medical practitioner's or nurse practitioner's certificate stating the employee is able to resume work.
- 4) An employee is entitled to request an unpaid leave of up to six (6) consecutive weeks after the termination of the employee's pregnancy, without loss of seniority, which must be taken during the period that begins on the date of the termination of the pregnancy and ends no later than 6 weeks after that date.
- 5) An employee's leave under subsection (1) or subsection (4) may be extended by up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, the employee is unable to return to work when the employee's leave ends under (1) or (4). The request must be submitted in writing to the

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Employer at least two (2) weeks prior to the employee's return to work date and must specify the length of the extension and the revised date the employee will be available to return to work.

- 6) An employee's maternity leave may start sooner than thirteen (13) weeks prior to the expected delivery date, as set out in subsection (1), where the pregnant employee's attending physician certifies that the health of the pregnant employee or the child may be in danger by the pregnant employee continuing to work.
- 7) The employee returning to work after maternity leave shall provide to the Employer at least four (4) weeks prior notice of their intention to return. The Employer will offer the employee, without loss of seniority, the same position if it remains established, or if it does not remain established, the provisions of Article 13 shall apply. Benefit coverage may be maintained during the leave under the present cost-sharing arrangements, provided the employee pays their share of premiums.

18.10 – Parental Leave

- 1) An employee who requests parental leave under this section is entitled to:
 - a. For an employee who takes maternity leave in accordance with Section 18.09 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-one (61) consecutive weeks of unpaid leave, which must begin immediately after the end of the leave taken under Section 18.09 unless the Employer and the employee agree otherwise.
 - b. For a parent, other than an adopting parent, who does not take leave under Article 18.09 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-two (62) consecutive weeks of unpaid leave, which must begin within seventy-eight (78) weeks after the birth of the child or children.
 - c. For an adopting parent, up to sixty-two (62) consecutive weeks of unpaid leave, which must begin within 78 weeks after the child or children are placed with the parent.
- 2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, an employee who requests leave under this subsection is entitled to an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1). Employees requesting an additional period of leave under this subsection must provide to the employer a medical practitioner

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or nurse practitioner's certificate or other evidence of the employee's entitlement to the additional leave.

- 3) A request for parental leave must be made by the employee in writing to the employer at least four (4) weeks before the employee proposes to begin leave and must set out the period of parental leave the employee intends to take. The request must also be accompanied by a medical practitioner or nurse practitioner's certificate or other evidence of the employee's entitlement to the leave. An employee's benefit coverage during their parental leave shall be as required by the *Employment Standards Act*. Benefit coverage may be maintained during the leave under the present cost-sharing arrangements, provided the employee pays their share of premiums.
- 4) An employee's combined entitlement to leave under 18.09 and 18.10 is limited to seventy-eight (78) weeks plus any additional leave the employee is entitled to under 18.09(5) or 18.10(2)

18.11 Paid Birth/Adoption Leave

Two (2) working days leave will be granted without loss of pay to the non-pregnant parent, upon the birth/adoption of a child.

18.12 Other Leaves in the *Employment Standards Act*

Employees are entitled to request other leaves where they are provided for in the *Employment Standards Act*, including, without limitation, compassionate care leave, critical illness or injury leave, and leave respecting domestic or sexual violence. Unless a greater entitlement is provided for the same leave in this Agreement, the Employer will grant such leaves in accordance with the requirements of the *Employment Standards Act*. Benefit coverage may be maintained during the leave under the present cost-sharing arrangements, provided the employee pays their share of the premiums.

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ARTICLE 19

PAYMENT OF WAGES AND ALLOWANCE

19.01 - Pay Days

The Employer shall pay salaries and wages every second week, on a Friday. Changes to established practice shall be made only after full consultation and agreement with the Union. On at least one pay day per month each employee shall be provided with an itemized statement of the employee's wages and deductions.

19.02 - Equal Pay for Equal Work

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

19.03 - Pay During Temporary Transfers - Hourly Paid Employees

1) When an employee is required by the Employer to substitute in, or is required to perform the principal duties of a higher position, for all of the scheduled shift, at an hourly rate of pay, the employee shall receive the rate for the job.

When an employee is required by the Employer to perform the principal duties of a higher position, during part of the employee's scheduled shift, the employee will be paid at the higher hourly rate of pay only for that portion of the shift worked in the higher position.

If, after the employee has commenced work in the employee's regular position, an Employee is transferred to a lower-rated position, the employee's rate shall not be reduced except as provided in Section 13.01(3). Upon the request of an Employee who is temporarily transferred to a different position, the employee's Department Head shall give the Employee, in advance, written notice of the transfer, stating the rate of pay and the estimated duration of the transfer.

2) When the temporarily transferred employee is not fully qualified to do the whole job the rate of pay will be 90% of job rate. In every circumstance where this provision is used the Union will be notified.

19.04 - Pay for Excluded Positions

Employees temporarily assigned to positions outside the scope of the Collective Agreement, shall be paid, from the first day in the temporarily assigned position, on the basis of 5% above the employee's regular wage or one dollar and fifty cents (\$1.50) per

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hour, whichever is greater. In each assignment, the employee shall be notified in writing in advance of the temporary assignment.

19.05 - Overtime Meal Allowance

Unless the Employer has given employees at least twenty-four (24) hours' notice of the need to work overtime, or unless the Employer has made time available for the employee to obtain a meal during the overtime period, or unless the Employer delivers an adequate meal to the employee during the overtime period, an employee who is required to work more than two (2) hours of overtime in any day shall be paid a meal allowance of fifteen dollars (\$15). The need for payment of the meal allowance shall be indicated on the employee's time sheet.

19.06 - Educational Allowances

The Employer shall not be required to pay for the education of an employee who is studying for the purpose of earning a promotion, but, if the Employer introduces new duties or processes which require new training, the Employer shall pay the cost of retraining any employee whose work will include the said new duties or processes in accordance with Article 23.03.

19.07 - Professional Fees and Licenses

Where the Employer requires that an employee, as a condition of employment, shall maintain membership in a professional organization, the Employer shall pay the cost of the annual fees payable by the employee in that organization.

19.08 - Mileage Allowance

Employees required to use their automobiles for the Employer's business will be reimbursed at the rate established by the Fraser Valley Regional District Board of Directors from time to time for Directors' mileage allowance.

19.09 - Travel Time Allowance

1. Where the Employer requires an employee to:
 - (a) work at a building or facility other than the one for which the employee was hired
and
 - (b) travel from Hope to the Almer Carlson Pool or vice versa, as the case may be, such employee shall be paid two (2) hours pay for each return trip.

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2. Where the Employer requires an employee to attend mandatory training in Chilliwack, such employee shall be paid:
 - (a) two (2) hours pay for each return trip for an employee required to travel from Hope, or
 - (b) three (3) hours pay for each return trip for an employee required to travel from Almer Carlson Pool.
3. Shift premiums and overtime rates shall not be paid for time spent in travelling under this Article.

19.10 - Summer Program Leaders - Pay for overnight excursions

Summer Program Leaders who are required to work three days, two night camp trip excursions or like over night excursions will be paid for twelve hours work per day at regular time rates, and will receive an additional four hours pay to complete the full forty hour work week

19.11 – Certification Costs

1. The costs to obtain new certifications and recertifications, as required by the Employer, for in-service employees in the position for which the new certification or recertification is required, shall be borne by the Employer.
2. Any external applicant or in-service employee who applies for and obtains a position, but does not hold the required certification for the position is responsible for any costs associated with obtaining the required certification.
 - a. Obtaining the requisite certification shall be a condition of passing probation (s. 4.02) for the external applicant and completing the trial period (s. 12.04) for an in-service employee. The probationary period and trial period may not be extended beyond 12 months for this purpose.
 - b. Once the certification is obtained and the probationary or trial period has ended, the Employer shall be responsible for any costs or recertification.
3. An Employee shall reimburse the Employer the costs of certification or recertification if the Employee resigns their position to take a similar position elsewhere within six (6) months from the time of certification or recertification.

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ARTICLE 20

JOB CLASSIFICATION AND RECLASSIFICATION

20.01 - Class Descriptions

The Employer agrees to draw up class descriptions for all positions for which the Union is bargaining agent. These descriptions shall be presented and discussed with the Union and shall become the recognized class descriptions.

20.02 - Notice of New Positions or Abolition of Established Positions

The Union shall be promptly notified of any new classifications to be established, and shall be given thirty (30) calendar days' notice of any established classifications which are to be abolished.

20.03 - Establishment of Salaries or Rates

The Employer has the right to establish salaries or rates for any new position or class of positions. Such salaries and rates shall be subject to negotiations between the parties.

20.04 - Reclassification, Wage or Rate Changes

Requests for reclassification, wage, or rate changes for a position or positions may be initiated by an employee or the Union, on behalf of an employee or employees. A classification change involving a change in title or class due to a change in level of duties, responsibilities and/or requirements of a position or positions, shall be termed a "reclassification"; and a change involving only a wage or rate revision without any change in the level of duties, responsibilities and/or requirements shall be termed a "wage or rate adjustment". It is accepted that across-the-board increases change the percentage differentials between classes of jobs and positions previously established. Such changes shall not be grounds for requests for reclassification or grievance.

20.05 - Processing Requests

Reclassification, wage and/or rate adjustment requests will be processed and reported on within thirty (30) calendar days by the Employer to the Union and the employee(s) concerned.

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20.06 - Right to Appeal

The Union shall have the right within thirty (30) days to appeal to the Joint Labour Management Committee on items covered by the above paragraphs and such appeal shall be in written form and contain valid facts and submissions in contesting salaries, rates, Employer's classification and/or valuations. The Joint Labour Management Committee (Article 7.02) will attempt to resolve all appeals on Classification and valuations within thirty (30) calendar days of notification.

20.07 - Arbitration

If the Joint Labour Management Committee is unable to reach agreement on reclassifications, wage adjustments, or rates of pay for new positions or classes, these issues shall then be subject to the Grievance Procedure. In such cases, however, the nominee of the Union and the nominee of the Employer to the Arbitration Board shall be experienced and qualified in Municipal Job Evaluation.

20.08 - Extension of Times

Where times are mentioned in this Article, these may be shortened or lengthened by mutual agreement, in writing, by both parties, prior to the lapsing of the specified time.

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ARTICLE 21

EMPLOYEE BENEFITS

NOTE: The Provisions of this Article shall be deemed to be amended as required to be consistent with the provisions of the Collective Agreement between the Employer and its other CUPE Local 458 bargaining unit, the Fraser Valley Regional District, with the exception of Long Term Disability (L.T.D.) coverage. For clarity, the Parties agree that Employees are not entitled to any L.T.D. coverage under the terms of this Agreement.

21.01 – Pension

- a) All eligible employees shall be covered by the provisions contained in the Municipal Pension Plan including amendments from the date of their employment. Employees who retire from service with the Employer and who are not eligible for payments from the Municipal Pension Plan shall be paid five (5) working days pay for each year of service with the Employer, as a retirement gratuity at the time of retirement. The rate of pay used shall be the current rate of pay at the time of retirement.
- b) 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.

21.02- Welfare Benefits

- 1) Group Medical Extended Health, Dental and Group Life, Accidental Death and Dismemberment
 - a. Each Regular Employee may participate in the following benefits. The employer agrees to provide and pay one hundred percent (100%) of the premiums for same.
 - i. Medical and surgical benefits through the Medical Services Plan of B.C. for employees and their dependents.

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ii. Dental coverage for employees and their dependents:

Part A – 100 percent (100%)

Part B – 70 percent (70%)

Part A and Part B – to a combined maximum of \$5,000 per insured calendar year)

Part C – 50 percent (50%) to a maximum of \$3,000 per insured per lifetime.

iii. Eye examinations to a maximum of \$200.00 every two (2) years for employees and their dependents, as per the terms of the carrier.

iv. Vision Care to a maximum of \$750 every two (2) years for each person covered.

v. Group insurance coverage on a twenty-four hour basis for the principal sum of twice the employee's regular wage.

vi. Accidental & Serious illness insurance coverage.

vii. Paramedical coverage as follows:

Health Care Practitioners – included Maximums shown are per person per calendar year. Where certain practitioners are combined below, the fees of these practitioners are combined for purposes of satisfying the maximum indicated.

Acupuncturist \$100

Chiropractor ** \$500

Massage Therapist * \$1,000

Naturopath \$200

Physiotherapist \$1,000

Podiatrist/Chiropodist (includes x-rays) \$200

Speech Therapist \$100

Psychologists/Counsellors \$1,000 (Combined)

* Covered at 100% ** One x-ray for a maximum of \$25 per calendar year also covered.

viii. Hospital Indemnity

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Hospital Indemnity reimburses employees if they or their dependents are hospitalized for 5 consecutive days or longer, a reimbursement of \$40 a day.

ix. MaintainRX mail delivery program

This is a mail delivery drug program for maintenance drugs only.

x. Akira Virtual Healthcare

Employees and Dependents can call Akira for a virtual healthcare visit and obtain prescriptions.

- b. The employer reserves the right to change insurance carriers during the term of the Agreement provided that equal or better coverage is obtained.
- c. Participation is limited to those employees who meet the age restrictions set by policy providers.

21.03- Supplementation of Compensation Award

An employee prevented from performing the employee's regular work with the Employer on account of an occupational accident that is recognized by WorkSafeBC as compensable within the meaning of the *Workers' Compensation Act*, and receiving lost time compensation, shall receive from the Employer the difference between the amount of such lost time compensation payable by WorkSafeBC and the employee's regular wages.

21.04- Legislation

If the premium paid by the Employer for any employee benefit is reduced as a result of any legislative or other action, the amount of the saving shall be used to increase other benefits available to the employee, as may be mutually agreed between the parties, or shall be passed on to the employees in the form of increased wage rates or in the form of other benefits.

21.05- Death Benefits

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

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ARTICLE 22

SAFETY AND HEALTH

22.01 – Safe Operations

- 1) The Union and the Employer agree to abide by, comply with, and act in accordance with the Workers' Compensation Act R.S.B.C. 1996 Chap. 492 and regulations and amendments thereto.
- 2) The Union and the employer agree it is their mutual intent to conduct a safe operation. No employee shall undertake any work which the employee deems to be unsafe.

22.02 - Occupational Health and Safety - Mutual Cooperation

In accordance with the Workers Compensation Act R.S.B.C. 1996 Chap. 492, The Union and the Employer shall cooperate in developing and implementing policies and procedures which will afford a safe working environment for all employees under the employee's Collective Agreement.

22.03 - "Joint Health and Safety Committee"

- 1) A Joint Health and Safety Committee shall be established composing of a minimum of two (2) Members of the bargaining unit and two (2) members of management.
- 2) The Joint Health and Safety Committee shall hold meetings at least once each month to consider issues relating to the health and safety of the workers. After each meeting, the committee must prepare a report of the meeting and provide a copy to the employer and the Union. The employer shall retain a copy of all reports as part of the corporate record and shall ensure that all reports are readily accessible to the joint committee members, workers of the employer, officers and other persons authorized by WorkSafeBC or the Minister responsible.

22.04 - Working in Unsanitary or Dangerous Jobs - Provision of Tools, Safety Equipment and Protective Clothing

- 1) The Employer shall provide Employees working in unsanitary or dangerous jobs with all the necessary tools, safety equipment or protective clothing which are required for the safe performance of these duties.

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- 2) An employee must obtain the Employer's advance authorization before purchasing any tools, safety equipment or protective clothing.

22.05 - Investigation of Accidents

The Joint Health and Safety Committee shall be notified immediately of each reportable accident or injury. The Committee shall investigate and report as soon as possible on the nature and causes of the accident or injury.

22.06 - Pay for Injured Employees

An employee who is injured at work in a job-related accident during working hours and who is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at the employee's 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.

22.07 - Transportation of Accident Victims

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

22.08 - Disclosure of Information

Upon request, the Employer shall provide to the Union the information it is capable of obtaining from its suppliers with respect to the biological agents, compounds, substances and by-products used in the work environment.

22.09 - Safety and Health Reports, Records and Data

The Employer 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.

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ARTICLE 23

TECHNOLOGICAL CHANGE

23.01 - General Provision Regarding Technological Change

Disputes between the Employer and the Union arising in relation to technological change shall be resolved by arbitration, without stoppage of work.

23.02 - Displacement

No regular employee shall be dismissed by the Employer because of mechanization or technological changes. An employee who is displaced from the employee's job by virtue of technological change or improvements will suffer no reduction in normal earnings and will be given the opportunity to fill other vacancies according to seniority.

23.03 - Training Program

In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by employees under the existing methods of operation, such employees shall, at the expense of the Employer, be given a minimum period, not to exceed one year, during which they may perfect or acquire the skills necessitated by the new methods of operation. There shall be no change in wage rates during the training period of any such employee and no reduction in pay upon being reclassified in the new position.

23.04 - Significant Technological Change

Where the Employer introduces, or intends to introduce, a technological change, that:

- (a) affects the terms and conditions, or security, of employment of a significant number of employees to whom the employee's Collective Agreement applies; and
- (b) alters significantly the basis upon which the Collective Agreement was negotiated;

Either party may refer the matter to an Arbitration Board constituted pursuant to Article 9 of the Collective Agreement.

23.05 - Technological Change Committee Review

When computer or video display equipment is to be installed by the Regional District Board, discussions with respect to their effect on the working environment shall be

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discussed at a Regional District Health and Safety Committee meeting, prior to installation of the said equipment.

If the matter cannot be resolved, either party may refer it to an Arbitration Board pursuant to Article 9.

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ARTICLE 24

JOB SECURITY

The Employer agrees that regular full time employees shall not be laid off as a result of contracting out work or services.

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ARTICLE 25

UNIFORM AND CLOTHING ALLOWANCES

25.01 - Clothing Equipment to be Provided

The Employer agrees to provide safety clothing and equipment required by the *Workers Compensation Act R.S.B.C. 1996 Chap. 492*. The Employer shall issue protective clothing where mutually deemed to be required by the Union and the Employer.

25.02 - Aquatics Employee Uniform and Clothing Allowance

Aquatics Employees shall be provided with three (3) T-shirts and two (2) pairs of shorts and upon proof of need or as a result of job-related reasonable wear and tear, the Employer shall replace or provide additional clothing.

The Employer may issue alternate clothing items not to exceed the cost of issued shirts and shorts for that year should the standard issue not be required by the employee. It is agreed that a list of alternate clothing items will be provided to the employees on an annual basis and that the Employer will consult with the Union in this regard.

25.03 - Maintenance Employees

Maintenance Employees shall be provided with:

- (a) reimbursement once per calendar year for the purchase of coveralls or appropriate work pants, or a jacket approved by the Director of Recreation, Culture and Airpark Services, upon the presentation of receipt of purchase to the Employer, in an amount up to:
 - (i) \$200.00 for Regular Full-Time Maintenance employees,
 - (ii) \$200.00 pro-rated for Regular Part-Time Maintenance employees based upon their full-time equivalency; and
- (b) five (5) T-shirts which the Employer will replace upon proof of or as a result of job-related reasonable wear and tear.

25.04 – Uniform and Clothing Allowances

Recreation staff will be provided with properly fitting uniforms annually or on an as needed basis if required to be worn by the Employer.

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ARTICLE 26

GENERAL CONDITIONS

26.01 - Proper Accommodation

Proper accommodation shall be provided for employees in the way of provisions of a lunchroom and a place to keep their clothes.

26.02 - Bulletin Boards

The Employer 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.

26.03 - Extension of Times

Wherever a stipulated time is mentioned in the Collective Agreement, the said time may be extended by mutual consent of both parties.

26.04 - Indemnity Insurance

The Employer shall post, in a prominent position, a meaningful description of the present indemnity insurance coverage for the employees to see and understand.

26.05 - Attachments to Agreements

Where parties have mutually agreed, add the following preamble to addendums, appendices, schedules or other attachments, which have been signed and dated by the authorized representatives of the Employer and of the Union stating:

This Letter of Understanding is attached to and forms part of the current Collective Agreement between the parties.

26.06 - Discrimination, Bullying and Harassment Prohibited

All personnel have the right to work without discrimination, bullying and harassment. Any complaint alleging discrimination, bullying and/or harassment will be handled in accordance with the Fraser Valley Regional District Board of Director's Policy and Procedures on Discrimination, Bullying and Harassment Prevention.

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ARTICLE 27
TERM OF AGREEMENT

27.01 Duration

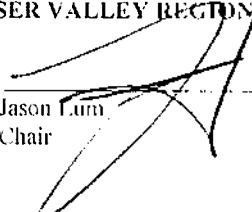
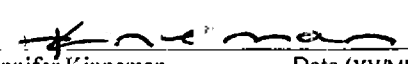
This Agreement shall be for the period from and including January 1, 2020 to and including December 31, 2024, and thereafter subject to the rights of either party to the Agreement, at any time within four (4) months immediately preceding the date of the expiry of the Collective Agreement or immediately preceding the last day of December in any year thereafter, by written notice to require the other party to the Agreement to commence collective bargaining.

27.02 - Continuation



Should either party give written notice aforesaid, the Collective Agreement shall thereafter continue in full force and effect until:

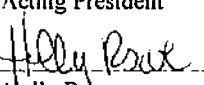
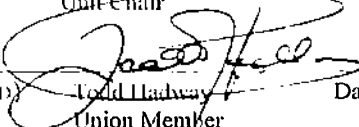
- 1) The Union shall give notice to strike (or until the Union goes on strike); or
- 2) The Employer shall give notice of lock-out (or the Employer shall lock-out its employees); or
- 3) The parties shall conclude a renewal or revision of the Collective Agreement or enter into a new Collective Agreement; whichever is the earliest.

FRASER VALLEY REGIONAL DISTRICT

Per:  _____ 23/09/14 _____  _____
Jason Lum Date (YY/MM/DD) Jennifer Kinneman Date (YY/MM/DD)
Chair Chief Administrative Officer

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 458 (RECREATION GROUP)

Per:  _____ 23/09/05 _____  _____ 23/09/05 _____
Candace Sharp Farnsworth Date (YY/MM/DD) Daniel Arrowsmith Date (YY/MM/DD)
Acting President Unit Chair

 _____ 23/09/05 _____  _____ 23/09/05 _____
Holly Roscoe Date (YY/MM/DD) Todd Hadway Date (YY/MM/DD)
Recording Secretary Union Member

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SCHEDULE A

**FRASER VALLEY REGIONAL DISTRICT AND CUPE LOCAL 458
HOPE AND DISTRICT RECREATION BARGAINING UNIT
EMPLOYEE WAGE SCHEDULE**

Rates effective January 1, 2020 include a General Wage Increase of 2%
Rates effective January 1, 2021 include a General Wage Increase of 2%
Rates effective January 1, 2022 include a General Wage Increase of 2%
Rates effective January 1, 2023 include a General Wage Increase of 2.5%
Rates effective January 1, 2024 include a General Wage Increase of 2.5%

Position	2020 Job Rate*	2021 Job Rate*	2022 Job Rate*	2023 Job Rate*	2024 Job Rate*
Facility Maintenance Coordinator	\$ 34.78	\$ 35.47	\$ 36.18	\$ 38.12	\$ 40.14
Fitness Specialist-Aquasize	\$ 29.85	\$ 30.45	\$ 31.06	\$ 32.24	\$ 33.47
Fitness Specialist	\$ 29.74	\$ 30.34	\$ 30.95	\$ 32.19	\$ 33.47
Facility Operator III	\$ 29.69	\$ 30.28	\$ 30.89	\$ 32.69	\$ 34.56
Head Guard	\$ 27.46	\$ 28.01	\$ 28.57	\$ 30.22	\$ 31.94
Services Clerk	\$ 27.29	\$ 27.83	\$ 28.39	\$ 29.83	\$ 31.33
Facility Operator II	\$ 26.71	\$ 27.25	\$ 27.79	\$ 29.40	\$ 31.07
Senior Lifeguard	\$ 24.07	\$ 24.55	\$ 25.04	\$ 26.58	\$ 28.17
Swimming Instructor	\$ 22.61	\$ 23.06	\$ 23.52	\$ 25.33	\$ 27.20
Customer Service Representative II	\$ 22.14	\$ 22.58	\$ 23.04	\$ 24.34	\$ 25.69
Daycare Attendant	\$ 20.44	\$ 20.85	\$ 21.26	\$ 22.50	\$ 23.78
Facility Operator I	\$ 20.55	\$ 20.96	\$ 21.38	\$ 22.74	\$ 24.16
Lifeguard	\$ 20.93	\$ 21.35	\$ 21.77	\$ 23.53	\$ 25.36
Fitness Attendant	\$ 20.12	\$ 20.52	\$ 20.93	\$ 21.86	\$ 22.82
Customer Service Representative I	\$ 20.36	\$ 20.77	\$ 21.19	\$ 22.38	\$ 23.63
Recreation Assistant	\$ 16.39	\$ 16.72	\$ 17.05	\$ 17.93	\$ 18.84
Summer Day Camp Leader	\$ 20.44	\$ 20.85	\$ 21.26	\$ 22.50	\$ 23.78
Summer Day Camp Assistant	\$ 16.39	\$ 16.72	\$ 17.05	\$ 17.93	\$ 18.84

*** Rates presented above include the allowances noted below:**

The positions of Lifeguard and Recreation Assistant receive an allowance for swimwear of \$0.08 per hour, included in the wage.

The positions of Facility Maintenance Coordinator, Facility Operator I, Facility Operator II and Facility Operator III receive an allowance for footwear of \$0.10 per hour included in the wage.

The positions of Head Guard, Fitness Specialist-Aquasize, Senior Lifeguard and Swimming Instructor receive an allowance for \$0.15 per hour, included in the wage.

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This Letter of Understanding is attached to and forms part of the current Collective Agreement between the parties.

FRASER VALLEY REGIONAL DISTRICT
and
CUPE LOCAL 458
RECREATION, CULTURE AND AIRPARK SERVICES BARGAINING UNIT

LETTER OF UNDERSTANDING #1
(2020-2024 Collective Agreement)
(Brought Forward from 2014-2016 Collective Agreement)

Waiver of Lunch Breaks for Full Time Maintenance Staff

- (1) The Employer and the Union agree that notwithstanding the provisions of Article 4.05 and 14.01 (1) (a), full-time Maintenance employees may choose to not have a lunch break scheduled into their shifts, instead working an eight hour day with only their two (2) fifteen minute breaks available to them (hereafter referred to in this Letter of Understanding as the "lunch break arrangement") providing one schedule block notice. Any lunch break arrangement so agreed to shall no longer apply to the full-time Maintenance employee in the following circumstances:
- a) The employee chooses to end the lunch break arrangement, or
 - b) The Employer provided the employee with thirty (30) calendar days written notice that the lunch break arrangement shall end.

Employees that wish to exercise this agreement must sign the document below.

Employees that wish to change from this agreement and take unpaid lunch breaks shall, in writing, request for such a change to their Supervisor and the Unit Chair with a copy to the Local Union office.

Employee signature: _____ Date: _____

Employee signature: _____ Date: _____

Employee signature: _____ Date: _____


Employee signature: _____ Date: _____

Employee signature: _____ Date: _____

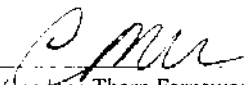
Employee signature: _____ Date: _____

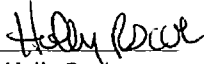
FRASER VALLEY REGIONAL DISTRICT

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Per:  _____ Date (YY/MM/DD) 23/09/14 _____
Jason Farn _____ Jennifer Kinneman _____
Chair Chief Administrative Officer Date (YY/MM/DD)

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 458 (RECREATION GROUP)

Per:  _____ Date (YY/MM/DD) 23/09/05 _____
Candace Tharp Farnsworth _____ Daniel Arrowsmith _____
Acting President Unit Chair Date (YY/MM/DD)

 _____ Date (YY/MM/DD) 23/09/05 _____
Holly Roscoe _____ Todd Hartley _____
Recording Secretary Union Member Date (YY/MM/DD)

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This Letter of Understanding is attached to and forms part of the current Collective Agreement between the parties.

FRASER VALLEY REGIONAL DISTRICT
and
CUPE LOCAL 458
RECREATION, CULTURE AND AIRPARK SERVICES BARGAINING UNIT

LETTER OF UNDERSTANDING #2 - HOURS OF WORK, SHIFTS AND OVERTIME
(2020-2024 Collective Agreement)
(Brought forward from 2002-2004 Collective Agreement)

The Employer and the Union agree that notwithstanding the provisions of Articles 4 and 14, alternative shift and work schedules may be established by agreement between the Employer and the Union for employees and that a variance under the Employment Standards Act is not required.

Alternative shift and work schedules shall be for blocks of time equal to one or more appropriate pay periods and posted at least one pay period in advance.

The alternative schedules shall not result in more than six (6) consecutive days of work, or more than twelve (12) hours of work per day, or more than eighty (80) hours per pay period without overtime provisions then applying.



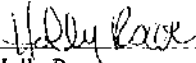

Consultation with affected employees regarding any proposed alternative schedules shall be done through the Union or by the Union prior to its implementation.

Any dispute regarding an alternative schedule shall be immediately referred to the Labour Management Committee in an effort to seek a positive resolution.

FRASER VALLEY REGIONAL DISTRICT

Per:  23/09/14 Date (YY/MM/DD)  23/09/15 Date (YY/MM/DD)
Jason Lunn, Chair Jennifer Kinneman, Chief Administrative Officer

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 458 (RECREATION GROUP)

Per:  23/09/05 Date (YY/MM/DD)  23/09/05 Date (YY/MM/DD)
Candace Tharp Farnsworth, Acting President Daniel Arrowsmith, Unit Chair
 23/09/05 Date (YY/MM/DD)  23/09/05 Date (YY/MM/DD)
Holly Roscoe, Recording Secretary Todd Hayward, Union Member

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This Letter of Understanding is attached to and forms part of the current Collective Agreement between the parties.

FRASER VALLEY REGIONAL DISTRICT
and
CUPE LOCAL 458
RECREATION, CULTURE AND AIRPARK SERVICES BARGAINING UNIT

LETTER OF UNDERSTANDING #3
(2020-2024 Collective Agreement)
(Revised and Brought Forward from 2002-2004 Collective Agreement)

Overtime Rates on Statutory Holidays - Article 14.07(2)

The Employer and the Union agree that notwithstanding the provisions of Article 14.07(2) - the following exceptions apply:

1. On the following paid holidays, the parties agree that employees shall receive time and one-half plus a day with pay in lieu if such day is their regular work day for full time employees, or (part time employees) are scheduled that day at least one week in advance for, and they work that day.
2. Regular employees who work full time shall have the option of not working such days provided they advise the Employer in writing, at least two (2) weeks in advance and there is a part time employee available to work that day.
3. During peak season, regular full time employees shall agree to bank their lieu days to be taken at a mutually agreed time during non-peak season.
4. Paid holidays for the purpose of the employee's Letter of Agreement are as follows:

New Year's Day	Canada Day
Good Friday	B.C. Day
Easter Monday	Remembrance Day
Queen's Birthday	Boxing Day
Family Day; and	

Any other general holiday

 - (i) proclaimed by the Provincial Government, or

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- (ii) proclaimed by the Federal Government, provided that the total number of general holidays proclaimed by the Federal Government exceeds the total number of general holidays proclaimed by the Provincial Government at the time that the new general holiday proclaimed by the Federal Government is added to the above list of statutory holidays.

FRASER VALLEY REGIONAL DISTRICT

Per: [Signature] 23/09/14 Date (YY/MM/DD) [Signature] 23/09/15 Date (YY/MM/DD)
 Jason Linn Chair Jennifer Kinneman Chief Administrative Officer

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 458 (RECREATION GROUP)

Per: [Signature] 23/09/05 Date (YY/MM/DD) [Signature] 23/09/05 Date (YY/MM/DD)
 Candace Tarp Farnsworth Acting President Daniel Arrowsmith Unit Chair
[Signature] 23/09/05 Date (YY/MM/DD) [Signature] 23/09/05 Date (YY/MM/DD)
 Holly Roscoe Recording Secretary Todd Hedway Union Member

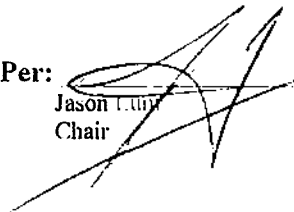
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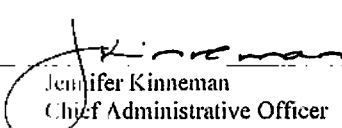
FRASER VALLEY REGIONAL DISTRICT
and
CUPE LOCAL 458
RECREATION, CULTURE AND AIRPARK SERVICES BARGAINING UNIT

LETTER OF UNDERSTANDING #4 - SUCCESSORSHIP
(2020-2024 Collective Agreement)
(Brought Forward from 2002-2004 Collective Agreement)


The Employer agrees to consult with the Union within a reasonable period of time in the event that a third party is prepared to assume responsibility for the administration for Recreation, Culture and Airpark Services.


FRASER VALLEY REGIONAL DISTRICT

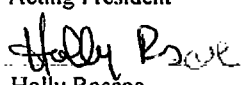
Per:  23/09/14 Date (YY/MM/DD)
Jason L. King
Chair

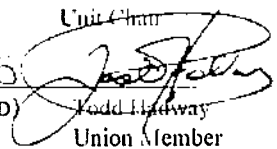
 23/09/15 Date (YY/MM/DD)
Jennifer Kinneman
Chief Administrative Officer

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 458 (RECREATION GROUP)

Per:  23/09/05 Date (YY/MM/DD)
Candace Tharp Farnsworth
Acting President

 23/09/05 Date (YY/MM/DD)
Daniel Arrowsmith
Unit Chair

 23/09/05 Date (YY/MM/DD)
Holly Roscoe
Recording Secretary

 23/09/05 Date (YY/MM/DD)
Todd Hayward
Union Member

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This Letter of Understanding is attached to and forms part of the current Collective Agreement between the parties.

FRASER VALLEY REGIONAL DISTRICT
and
CUPE LOCAL 458
(HOPE RECREATION)

LETTER OF UNDERSTANDING # 5 Statutory Pay Calculation
(2020-2024 Collective Agreement)

ARTICLE 4.06 (6) Part-Time Employees

The Employer and Union agree to clarify language in Article 4.06 (6) relating to the payment and calculation formula (pro-rata basis) for statutory holidays for part time employees. Since the current payment formula which is a pro-rata basis in the collective agreement is less than the payment formula in the *Employment Standards Act* (ESA), the ESA formula will be adopted.

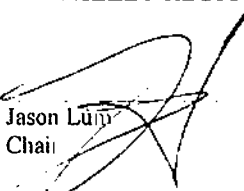
The ESA formula is total regular wages earned in the 30 calendar days before the statutory holiday divided by the total days worked.

Implementation of the ESA formula will be in effect from the July 1st, 2020 statutory holiday and onwards and payment to all part time employees will be calculated based on the ESA formula.

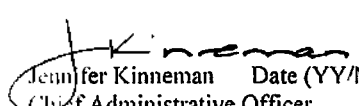
Further, the employer will pay all current employees, as of the date of the signing of this LOU, the difference between the two formulas, retroactively to January 1, 2020.

FRASER VALLEY REGIONAL DISTRICT

Per:


Jason Lunn
Chair


23/09/14
Date (YY/MM/DD)


Jennifer Kinneman
Chief Administrative Officer


23/09/15
Date (YY/MM/DD)

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 458 (RECREATION GROUP)

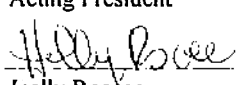
Per:


Candace Tharp Farnsworth
Acting President

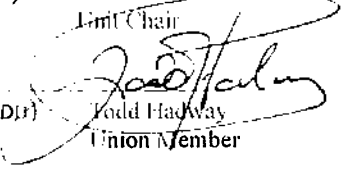
23/09/05
Date (YY/MM/DD)


Daniel Atrowsmith
Unit Chair

23/09/05
Date (YY/MM/DD)


Holly Roscoe
Recording Secretary

23/09/05
Date (YY/MM/DD)


Todd Mackay
Union Member

23/09/05
Date (YY/MM/DD)

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This Letter of Understanding is attached to and forms part of the current Collective Agreement between the parties.

FRASER VALLEY REGIONAL DISTRICT
and
CUPE LOCAL 458
(HOPE RECREATION)

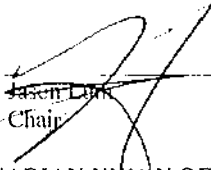
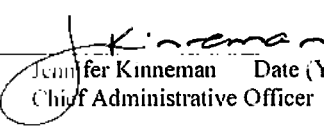
LETTER OF UNDERSTANDING # 6 Article 14.02
(2020-2024 Collective Agreement)

ARTICLE 14.02 Shift Change



The Employer and the Union agree to the following:

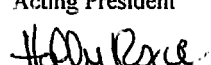
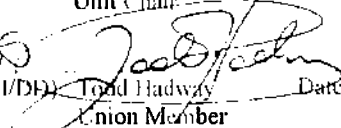
If an employee has had their shift changed within 48 hours' notice (this applies to employees who attend the workplace prior to the original shift) they will receive a minimum of three (3) hours of overtime. This overtime will be given during the first three hours of their shift with the remainder of their shift paid as regular time. For clarity, if the original shift was scheduled from 10:00 a.m. to 3:00 p.m., and with less than 48 hours' the shift change was changed to 9:00 a.m. to 4:00 p.m., then overtime will be incurred for the three (3) hours from 9:00 a.m. to 12:00 noon and straight time from noon to 4:00 p.m.

FRASER VALLEY REGIONAL DISTRICT

Per:  23/09/14 Date (YY/MM/DD)  Jennifer Kinneman 23/09/15 Date (YY/MM/DD)
Chair Chief Administrative Officer

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 458 (RECREATION GROUP)

Per:  Candace Sharp Farnsworth 23/09/05 Date (YY/MM/DD)  Daniel Arrowsmith 23/09/05 Date (YY/MM/DD)
Acting President Unit Chair

Per:  Holly Roscoe 23/09/05 Date (YY/MM/DD)  Todd Hadway 23/09/05 Date (YY/MM/DD)
Union Member Union Member

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APPENDIX "A"

FRASER VALLEY REGIONAL DISTRICT

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 458 (RECREATION GROUP)

WorkSafe BC Occupational Health & Safety Regulation

Part 3 Rights and Responsibilities

Refusal of Unsafe Work

3.12 Procedure for refusal

(1) A person must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.

(2) A worker who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to subsection (1) must immediately report the circumstances of the unsafe condition to their supervisor or employer.

(3) A supervisor or employer receiving a report made under subsection (2) must immediately investigate the matter and

(a) ensure that any unsafe condition is remedied without delay, or

(b) if in the supervisor's opinion the report is not valid, must so inform the person who made the report.

(4) If the procedure under subsection (3) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the supervisor or employer must investigate the matter in the presence of the worker who made the report and in the presence of

(a) a worker member of the joint committee,

(b) a worker who is selected by a trade union representing the worker, or

(c) if there is no joint committee or the worker is not represented by a trade union, any other reasonably available worker selected by the worker.

(5) If the investigation under subsection (4) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the supervisor, or the employer, and the worker must immediately notify an officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary

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