



COLLECTIVE AGREEMENT

BETWEEN

**THE CORPORATION OF
THE DISTRICT OF KENT**

AND

**CANADIAN UNION OF PUBLIC
EMPLOYEES,
LOCAL 458**

January 1, 2021 – December 31, 2025

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This Agreement made this 1st day of January 2021

BETWEEN: THE CORPORATION OF THE DISTRICT OF KENT

(Hereinafter called the “Employer”)

Party of the first part;

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL No. 458 (KENT)**

**Chartered by the Canadian Union of Public Employees and
affiliated with the Canadian Labour Congress**

(Hereinafter called the “Union”)

Party of the second part.

ARTICLE 1 PREAMBLE

WHEREAS it is the desire of both parties to this 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 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;

NOW THEREFORE, the parties agree as follows:

ARTICLE 2 DEFINITIONS

- a. **“Employee”** shall mean a person who is an “employee” as defined in the Labour Code of British Columbia.
- b. **“Probationary Employee”** is any newly hired employee during his/her first;
- 675 hours actually worked for Schedule “A”, “B-1”, “B-2”, “B-3”, and “B-4” employees, and
 - 630 hours actually worked for Schedule “C” employees.

The length of the probation period may be extended, by mutual agreement, to a further;

- 675 hours actually worked for Schedule “A”, “B-1”, “B-2”, “B-3”, and “B-4” employees, and
- 630 hours actually worked for Schedule “C” employees.

The Employer shall be entitled to determine suitability for continuing employment during the probation period.

- c. **“Regular Employee”** shall mean an employee, full and part time, who has successfully completed the probationary period and who is employed on a regular basis.
- d. **“Regular” and “Probationary Employees”** shall be entitled to all benefits provided by the Collective Agreement, from date of hire, except those where an initial time limit is required.
- e. **“Time Duration Employee”**
- (i) Shall be defined as an employee that is not a regular, casual, or auxiliary employee, who is employed to augment the regular staff, or who is employed on a special project of limited duration not exceeding eight (8) consecutive calendar months, except in the case of maternity leave and/or parental leave when the term of the appointment shall not exceed eighteen (18) consecutive calendar months. These maximum periods of time may be extended by mutual consent of both parties in writing.
 - (ii) Employees have the right to apply to time duration vacancies in Accordance with Article 10(b)(iii) and posted under Article 10(b) of this Collective Agreement. Employees appointed to the time durated posting will have the right to return to their position at the end of the time durated appointment.

- f. **Regular part-time employees** shall have preference to perform available work on the basis of seniority provided the employee has the required knowledge, abilities and skills. However, such exercise of seniority shall not cost the Employer additional monies due to overtime and/or due to minimum hourly requirements for junior employees. The above notwithstanding, the Employer may provide a reasonable amount of work to casual employees who work at the Community Recreation and Cultural Centre, if and when it becomes necessary to ensure that the required number of casual employees remain available to meet operational requirements.

- g. **“Aquatic Employee”** is defined as an employee who works at the Ferny Coombe Pool. All Aquatic Staff will receive 14% of their gross wage earnings (basic wages plus overtime) in lieu of benefits plan entitlements, vacation entitlements, statutory holiday pay, sick leave, etc. The pay period shall commence at 12:01 a.m. on Sunday and shall end at midnight of the second Saturday.

- h. **“Casual Employee”** shall be defined as an employee of the bargaining unit not employed as a regular employee and may be employed for relief of a regular employee on leave of absence, sick leave, annual vacation, or other authorized leave not to exceed seventy-five (75) hours per month. Casual employees shall serve a probationary period that is equal in length of time to the hourly equivalent of the probationary period that would be served by a full-time employee in their classification.

- i. **“Casual Employees Terms and Conditions of Employment”**
Hours of work shall be offered to regular part-time employees who have not achieved full time hours prior to being offered to casual employees with the exception of Article 2(h).

Other articles of this Agreement notwithstanding, a casual employee shall not be entitled to the terms and conditions of this Agreement, save and except as follows:

- i. The definition of a “Casual Employee” as set out in Article 2 (h)
- ii. The provisions of Article 3 – Recognition and Negotiations
- iii. The provisions of Article 5 – Union Security
- iv. The provisions of Article 6 – Check-off of Union Dues
- v. The provisions of the grievance and arbitration procedures of Article 8
- vi. The Promotion and Staff Changes provisions of Article 10

- vii. Article 12 Section 1
 - Straight Time
 - Overtime Authorization
 - Overtime provided Overtime is offered as set out in Article 12, Section 1 (d) to Regular Full Time then Regular Part Time workers prior to being offered to Casual Employees.
 - No work available for Shift
- viii. Article 12 Section 2
 - 1. Definition of Shifts
 - 2. Shift Preference
- ix. Article 12 Section 3
 - 1. Standby Pay provided Standby is offered as set out in Article 12 Section 3 (a) to Regular Full Time then Regular Part Time workers prior to being offered to Casual Employees.
- x. Double Time (2x) shall be paid for each hour worked by a casual employee who works on a statutory holiday listed in Article 13 (a) General Holidays. However, Article 13 (b), (c), (d) shall not apply.
- xi. Article 17 Leave of Absence – as per Employment Standards for any leave.
- xii. Article 18 Payment of Wages and Allowances
 - 1. Pay Days
 - 2. Equal Pay for Equal Work
 - 3. Pay During Temporary Transfers
 - 4. Temporary Assignments
 - 5. Overtime and Meal Allowance
- xiii. Article 19 Job Classification and Reclassification.
- xiv. In lieu of benefit plan entitlements, vacation entitlements, statutory holiday pay, sick leave and such benefits, a Casual Employee will receive 14% (effective first pay period following ratification) of their gross wage earnings (basic wages plus overtime).
- xv. Article 20 (e) Employment Insurance shall apply to Casual Employees.
- xvi. Article 21 Safety and Health.
- xvii. Article 24 Uniform and Clothing Allowances where applicable.
- xviii. Article 25 General Conditions where applicable.
- xix. Article 26 Present Conditions and Benefits.
- xx. Article 29 Term of Agreement.
- xxi. Schedule “A” – Wage Schedule Notes where applicable.
- xxii. Schedule “A”, “B”, “C” where applicable.

- xxiii. Casual employees shall serve a probationary period, equal in length of time, to the hourly equivalent to that of a regular employee.

When a casual employee has not performed any work for the Employer for a period of twelve (12) months or longer and after this time is re-employed in a casual capacity, the employee must start a new accumulation of hours for the purposes of casual seniority rights.

- j. **“Auxiliary Employee”** shall be defined as employees of the bargaining unit, not employed as regular employees, who directly provide recreation, cultural, fitness and related program services to the public on a ‘drop-in’ or pre-registered basis.

Auxiliary Employees in the Community Services & Projects Department include; Fitness and Health Instructor, Facility Host, Activity Leader, and Recreation and Culture Instructor as set out in Schedules “B-3” and “B-4”.

- i. Seniority: Auxiliary employees shall accrue seniority on the basis of hours worked.
- ii. Probation Period: Auxiliary employees shall serve a probationary period of 675 hours worked and such probationary period may be extended by mutual agreement. During the probationary period, employees may be terminated at any time if deemed to be unsuitable for permanent employment. Any employee terminated during the probationary period is entitled to access the grievance procedure as set out in this Collective Agreement.
- iii. Pay and Benefits: Auxiliary Employees shall receive the wages as set out in Schedules “B-3” and “B-4” of this Collective Agreement. Auxiliary Employees will receive 14% of gross wages in lieu of all benefits, including annual vacation, statutory holidays, etc.
- iv. Hours of Work and Overtime: It is agreed that Auxiliary Employees work flexibly in response to operational needs. The work week for Auxiliary Employees is from 12:01 a.m. Sunday to 12:00 midnight Saturday. Auxiliary Employees will be entitled to overtime if their daily or weekly hours of work exceed 7.5 hours in a day or 37.5 hours in a week.
- v. Other Provisions:
 - 1. Loss of Seniority: Auxiliary Employees who do not perform any work for the Employer for a period of twelve (12) months lose their seniority and employment status. Should they become re-employed, they will commence earning seniority in accordance with the terms of the parties’ Collective Agreement.

2. Auxiliary Employees are entitled and subject to all the provisions of the parties' Collective Agreement, other than as set out in this provision. Auxiliary Employees are not entitled to the following premiums, benefits or provisions:
 - a. Shift and Unsocial Shift Premiums
 - b. Notice of Change of Work Schedule
 - c. Article 13
 - d. Article 15
 - e. Paid leaves, other than as required by law.

ARTICLE 3 RECOGNITION AND NEGOTIATIONS

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

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purposes of instruction, experimenting, or in emergencies when regular employees are not available and provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or pay of any employee.

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

ARTICLE 4 MANAGEMENT RIGHTS

The Union recognizes that it is the function of the Employer to exercise the regular and customary functions of management and to direct the working forces of the Employer, subject to the terms of this Agreement. The question of whether one of these rights is limited by this Agreement may be decided through the Grievance Procedure.

ARTICLE 5 UNION SECURITY

All employees of the Employer, as a condition of continuing employment, shall become and remain members in good standing of the Union, according to the Constitution and Bylaws of the Union.

ARTICLE 6 CHECK-OFF OF UNION DUES

- a. The Employer shall deduct from every employee any monthly dues, initiations or assessments levied, in accordance with the Union Constitution and/or Bylaws, and owing by them to the Union.
- b. The Employer agrees to the check-off of all Union dues, fees and 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 assessments as may be determined from time to time by the said Union. The Employer, upon receipt of such advice from the Union, shall thereupon deduct from the earnings of the employees such dues, fees and assessments and shall forward to the Union the total of such amounts deducted together with a list of those employees from whom such deductions were made, such deductions to be remitted to the Union Treasurer not later than the fifteenth (15th) day of the following month.
- c. Upon receipt of thirty (30) calendar days written notice from the Union, the Employer will thereafter remit such deductions to the CUPE National office with a copy to the Local Union Treasurer not later than the 15th of the following month.

ARTICLE 7 LABOUR/MANAGEMENT RELATIONS

a. 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.

b. Labour/Management Committee

A Labour/Management Committee shall be appointed and consists 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 will advise the Employer of the Union nominees to the Committee.

c. Function of Labour/Management Committee

All matters of mutual concern pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining and other working conditions shall be referred to the Labour/Management Committee for discussions and settlement.

d. Representation 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 all such occasions, the Employer shall be informed by the representative of his presence and the reason for it.

e. Meeting of the Committee

In the event either party wishes to call a meeting of the 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.

f. Time Off for Meeting

Any representative of the Union on the Labour/Management Committee shall have the opportunity to attend Committee Meetings held within working hours without loss of remuneration. Employees must receive permission from their Departmental Head to be absent from the work place. This also applies to preparatory meetings of a reasonable duration.

g. Technical Information

The Employer shall make available to the Union, on request, information required by the Union, such as job descriptions, positions in the bargaining unit, job classifications, wage rates, a breakdown of point ratings in job evaluation, pension and welfare plans, and all other technical information and reports, records, studies, surveys, manuals, directives or documents required for collective bargaining purposes.

h. New Employees Orientation Time

A Union representative will be permitted a maximum of thirty (30) minutes during working hours to inform newly hired employees of the Union's role within the bargaining unit. The new employee must obtain his/her Supervisor's approval prior to meeting with the Union representative.

i. Disciplinary Meetings

Employees will be notified of any disciplinary meeting to which they are required by the employer to attend.

The employee will be given sufficient prior notice of any disciplinary meeting in order to contact a Union representative to attend the meeting.

ARTICLE 8

GRIEVANCE PROCEDURE AND ARBITRATION

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

Grievance Procedure

Step One (Informal):

The employee involved shall first take up the issue verbally with their immediate Supervisor, recognizing Article 3, within ten (10) working days from the time the Employee ought to have reasonably known of the event giving rise to the issue. The Supervisor shall notify the employee of their right to Union Representation at the meeting.

Step Two:

If the issue is not satisfactorily settled at Step One, and the Union decides it will be reduced to a Grievance, such shall be presented in writing within ten (10) working days from the meeting at Step One to the appropriate Department Head who shall arrange a meeting within six (6) calendar days of receipt of the grievance. The Department Head shall provide a written response to the Union within ten (10) working days from the date of the meeting at Step Two.

Step Three:

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

Step Four:

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

Policy Grievance:

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

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

Arbitration:

A Board of Arbitration composed of a single arbitrator acceptable to both parties shall be formed to hear the grievance referred to arbitration. Either party shall notify the other, in writing, of the question(s) to be arbitrated and the parties shall select a mutually agreeable arbitrator. Should the parties fail to select an arbitrator either party may request the assistance of the Minister of Labour of the Province of British Columbia in appointing an arbitrator. The expenses and compensation of the Arbitrator shall be shared equally between the parties. The decision of the arbitrator shall be final and binding on the parties.

ARTICLE 9

SENIORITY

a. Seniority

Except for those employees who accrue seniority based on hours worked, seniority is defined as the length of service in the bargaining unit and shall be used in determining preference or priority for promotions, transfers, demotions, layoffs and recall.

Seniority shall operate on a bargaining-unit-wide basis unless otherwise specified in the Collective Agreement.

b. Seniority List

The Employer shall maintain a Seniority List showing each employee's seniority (or accumulated hours in the case of casual employees), employment status and classification of record. The Seniority List shall, in separate sections, list casual employees, auxiliary employees, student employees and Aquatic employees. An up-to-date Seniority List shall be provided to the Union no less often than four (4) times per year, at the end of each quarter (March 31st, June 30th, September 30th and December 31st).

c. Probationary Employees

- (i) All newly hired employees shall be considered on a probationary basis for a period of;
- 675 hours actually worked for Schedule "A", "B-1", "B-2", "B-3", and "B-4" employees, and
 - 630 hours actually worked for Schedule "C" employees.

The employment of such employees may be terminated at any time during the probationary period provided that the employee shall have access to the Grievance Procedure.

The seniority of full-time and part-time employees shall be measured from the original date of employment, and for casual, auxiliary, and time duration employees, seniority shall be based on hours worked. The probationary employment can be extended by mutual agreement.

- (ii) The Employer shall provide probationary employees with a formal performance appraisal at or about the middle of their probationary period, if and when applicable.

d. Loss of Seniority

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

e. Reasons for Loss of Seniority

An employee shall only lose their seniority in the event:

- i. they are discharged for just cause and is not reinstated;
- ii. they resign;

- iii. they are absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
- iv. they fail to return to work within seven (7) calendar days following a layoff and after 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 his current address;
- v. they are laid off for a period longer than one (1) year.

Loss of seniority shall mean loss of all rights as an employee.

f. Transfers Outside Bargaining Unit

Persons accepting a Municipal Management position outside the bargaining unit shall be on a trial basis for sixty-five (65) days worked, up to which time they may be returned to their original bargaining unit position without loss of seniority.

ARTICLE 10 PROMOTIONS AND STAFF CHANGES

- a.** The Employer agrees to notify the Union, in writing, when an employee covered by the Agreement is hired, promoted, demoted, transferred, laid-off, recalled, resigns, is suspended or is terminated.

b. Job Postings

- (i) When a vacancy occurs in the bargaining unit, other than when the Employer utilizes a casual employee as per Article 2(h), or a new position is created, the Employer shall post notice of the position in the Employer's offices, locker rooms, shops and on all bulletin boards for a minimum of one (1) week [five (5) working days], in order that all members will know about the position and be able to make written application therefore.

An electronic copy of the posting shall be forwarded to the local union office, the Unit Chair, and the Shop Stewards.

- (ii) The Employer shall, for information purposes only, notify the Union and post notices as above when it intends to fill a vacancy in an exempt position, recognizing that the Employer may fill such vacancies at its discretion.
- (iii) Vacant positions may be filled on a temporary basis for a period not exceeding thirty (30) days prior to a permanent

appointment being made.

c. Information in Postings

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range. Those qualifications may not be established in an arbitrary or discriminatory manner.

d. Filling Vacancies

In filling vacancies that are posted under Article 10(a), current regular employees who might reasonably be expected to achieve the required qualifications within twelve (12) months, shall be given preference over outside applicants, provided that the required qualifications are achieved within this twelve (12) month period. In such cases, the employee in question shall be placed in the position temporarily pending achievement of the required qualifications. If two (2) or more currently employed regular employees both meet the preference requirements of this Subsection (c), seniority shall apply.

e. Recognition of Seniority

Both parties recognize:

- i. the principle of promotion within the service of the Employer;
- ii. that job opportunity shall increase in proportion to an employee's knowledge, skill and ability and seniority.

f. Method of Making Appointments & Promotions

Therefore, in making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority, and having the required qualifications. Appointments from within the bargaining unit shall be made within three (3) weeks of postings.

g. Supervisory Positions

Promotions to supervisory positions shall be made of the applicant having the highest level of skills, knowledge and abilities to perform the duties of the position. Where two or more applicants have approximate equivalent qualifications to perform the duties, seniority as defined in the Collective Agreement shall apply. The assessment of qualifications will be through interviews and written testing. The results of testing and interviewing, as well as the point rating system will be available to the Union for scrutiny.

h. Trial Period

The successful applicant shall be placed on trial for a period of 487 hours worked for Schedule “A”, “B-1”, “B-2”, “B-3”, and “B-4” employees; and 455 hours for Schedule “C” employees. Conditional on satisfactory service, such trial promotion shall become permanent after the period of 487 hours worked for Schedule “A”, “B-1”, “B-2”, “B-3”, and “B-4” employees; and 455 hours for Schedule “C” employees. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself unable to perform the duties of the new job classification, he shall be returned to his former position without loss of seniority and wage or salary. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his former position without loss of seniority and wage or salary.

ARTICLE 11 LAYOFFS AND RECALLS

Section 1

a. Definition of Layoff

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

b. Layoff and Recall Procedure

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

c. No New Employees

No new employees will be hired until those laid off have been given an opportunity of re-employment.

d. Advance Notice of Layoff

Unless legislation is more favorable to the employees, the Employer shall notify regular employees who are to be laid off thirty (30) working days prior to the effective date of layoff, or awarded pay in lieu thereof. If the employee laid off has not had the opportunity to work thirty (30) full days after notice of layoff, he shall be paid in lieu of work for that part of thirty (30) days during which work was not available.

It is agreed that the Employer may give layoff notice upon the recall of an employee if it is known at that time when their assignment will be completed. The Employer may extend the notice of layoff providing they maintain a minimum notice period as defined in Article 11 d., but in no case may the notice of layoff be shortened.

Section 2 Service Severance Pay

- a.** A regular employee who has received written notice of layoff shall, within five (5) calendar days, elect to:
 - i. exercise his seniority rights for bumping purposes; or
 - ii. accept layoff.

- b.** If the employee accepts layoff, he shall within thirty (30) calendar days from the effective date of layoff elect to:
 - i. either retain seniority rights of layoff and recall; or
 - ii. accept severance pay.

- c.** Upon acceptance of severance pay all seniority rights and rights to recall under the agreement are terminated, or upon acceptance of retention of seniority rights of layoff and recall, all rights to severance pay under these provisions are terminated.

- d.** Entitlement to and severance pay for each regular employee will be as follows:
 - i. three (3) days pay for each calendar year of service up to and including five (5) calendar years of service;
 - ii. five (5) days pay for each calendar year of service after five (5) years of service; and
 - iii. the maximum number of days pay for severance will be ninety (90) days pay.

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

ARTICLE 12 HOURS OF WORK

Section 1

a. Hours of Work

(i) Outside Employees

- The regular hours of work for those employees referenced in Schedule “A” shall be 8:00 a.m. to 4:30 p.m. Monday to Thursday and 8:00 a.m. to 2:00 p.m. Friday with a one-half (1/2) hour unpaid break on each shift. These hours may be adjusted by mutual agreement of the Employer and the Union. Shift premium and weekend premium shall not apply when this happens at the request of the Union or an employee.

(ii) Inside Staff

- The regular hours of work for those employees referenced in Schedule “C” shall be 8:30 a.m. to 4:30 p.m. Monday to Friday with a one (1) hour unpaid break on each shift. These hours may be adjusted by mutual agreement of the Employer and the Union. Shift premium and weekend premium shall not apply when this happens at the request of the Union or an employee.

(iii) Aquatic Staff

Aquatic Staff may work up to eight (8) hours in a day and seventy-five (75) hours per pay period, consisting of fourteen (14) days.

The Employer will make its best efforts to post aquatic employees’ schedules at least two (2) weeks’ in advance.

Based on operational requirements, the regular hours of work for those employees referenced in Schedule “B-1” shall be any combination of days from 12:01 a.m. Sunday to 12:00 midnight Saturday as scheduled, not to exceed seventy-five (75) hours per pay period. The regular hours of work shall be scheduled between 6:00 a.m. and 10:00 p.m. with a maximum of one split shift per scheduled shift over a period of ten (10) hours, except in unusual circumstances.

All Aquatic Staff members are required by the Employer to be available for work and deemed to be working during their meal breaks. These employees shall be paid at straight time during the 1/2 hour break.

Hours in excess of the seventy-five (75) hours per pay period or

eight (8) hours per day shall be paid at the overtime rates set out in the Agreement.

(iv) Community Recreation & Cultural Centre

All Community Recreation & Cultural Centre Staff may work up to eight (8) hours in a day and 37½ hours per week.

The Employer will make its best efforts to post CRCC employees' schedule one (1) month in advance of the time to be worked.

Based on operational requirements, the regular hours of work for those employees referenced in Schedule "B-2", "B-3", and "B-4" shall be any combination of days from 12:01 a.m. Sunday to 12:00 midnight Saturday as scheduled, not to exceed thirty-seven and a half (37½) hours in a week. The regular hours of work shall be scheduled anytime between 6:00 a.m. and 10:00 p.m. and shall not exceed eight (8) hours in any one day, including one-half (1/2) hour unpaid break.

Regular part-time employees will be offered up to twenty-four (24) hours a week in order of seniority. All other available hours will be distributed at the Employer's discretion.

Those Community Recreation & Cultural Centre Staff members who are required by the Employer to be available for work during their meal breaks are classified as working and shall be paid at straight time during the 1/2 hour break.

All staff, with the exception of the Casual Cashier/Receptionist and Auxiliary employees, who have completed their probationary period, shall receive benefits in accordance with the Agreement.

The Casual Cashier/Receptionist shall not work more than seventy-five (75) hours per month. The job description and the wage rate are the same as the Cashier/Receptionist.

(v) Weekend Premium

Weekend shift premium for regular scheduled work on Saturday and Sunday:

7½ hours work – 8 hours pay for Schedule "A" employees
6½ hours work – 7 hours pay for Schedule "C" employees

This premium pay will not be paid in addition to any other shift premium.

(vi) Overtime

- All work in excess of eight (8) hours per day or thirty-seven and one-half (37½) hours per week for other than clerical/inside staff, and seven (7) hours per day or thirty-five (35) hours per week for clerical/inside staff shall be paid for at the rate of double time. Overtime shall be calculated to the quarter (1/4) hour.
- All hours worked on a Saturday, Sunday, a Statutory Holiday or General Holiday, or on the normal second day of rest shall be paid for at double time, in addition to any holiday pay which may be payable.
- Employees shall be allowed to take time off in lieu of overtime and shall be allowed to bank in dollar value to a maximum of one hundred and five (105) hours clerical and one hundred and twelve and a half (112.5) hours outside. The hours mentioned are equivalent to three (3) weeks respectively. The time shall be earned at the equivalent overtime rate above (2x for overtime) but shall be banked in dollars at the value of the hourly rate of pay in effect at the time of the overtime worked. Such time shall be taken out of the bank at the average hourly rate of pay calculated on the total number of hours and the total value of dollars within the bank at the time of use. Hours in excess of the maximum accumulation allowed shall be paid in cash at the time earned.
- The employee shall indicate on the time sheet, at the time overtime is worked, his/her preference of a cash payment or the banking of time in lieu. Once per calendar year employees shall have the option of a cash payout. Such a decision may not be changed.
- Overtime in lieu shall be used by December 31st of the year immediately following the year in which it was earned. Any unused portion shall be paid out in cash at that time.
- Leave shall be by mutual consent and shall not be unjustly denied by the Employer.
- In the event of a declared State of Emergency or Local State of Emergency, which may result in overtime work being performed by any employee of the Employer and for which the Employer receives compensation from the Provincial Emergency Program, the overtime will be paid out to the employee in the next pay at the applicable rate for the overtime work.

b. Straight Time

Employees other than inside staff working less than eight (8) hours per day and inside staff working less than seven (7) hours per day, shall be paid at straight time rates for all hours worked up to eight (8) hours per day or seven (7) hours per day respectively, then overtime rates as set out above shall prevail.

c. Overtime Authorization

Employees shall be paid overtime, providing same is first authorized by the Chief Administrative Officer or designate.

d. Overtime

Overtime work shall be divided equally among the employees in the Department who are willing and capable to perform the work that is available. All time worked beyond the normal workday, the normal work week or on a holiday shall be considered overtime. An employee shall not be required to layoff during regular hours to equalize any overtime worked. When mutually agreed upon by the employer and the employee a shift may start earlier in order to end earlier, in which case shift premium shall not apply.

The employer will maintain a list and post on the bulletin board a list indicating overtime worked by employees in each department, four (4) times per year, at the end of each quarter (March 31st, June 30th, September 30th, and December 31st).

e. Day Shift

For the purpose of establishing shifts for employees other than clerical/inside staff, the parties hereby agree that:

Day shift shall be any eight (8) consecutive hours between 7:00 a.m. and 6:00 p.m., with one-half ($\frac{1}{2}$) hour for lunch.

f. No Work Available for Shift

Where an employee reports for a previously scheduled straight-time shift and no work is available, the employee shall be paid for a minimum of two (2) hours. In the event the employee commences work on such shift, the employee shall be paid for the straight-time hours that were previously scheduled or for four (4) hours, whichever is the lesser. If the employee works more than four (4) hours, the employee will be paid for the hours worked.

Employees shall not be laid off as a result of inclement weather. Employees who are sent home as a result of inclement weather shall be paid as per this Subsection (f).

g. Call Out

An employee who is called from his residence to work outside of his regular working hours shall be paid at overtime rates of pay as provided in this Agreement, or a minimum of two (2) hours' pay at overtime rate of pay whichever is greater. Time worked shall be computed from the time the employee commences to work until he has completed the work for which he was called out or until he is instructed to cease work.

h. Break Periods

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

i. Earned Days Off (EDO)

Schedule "A", "B-2" and "C" employees, at their option, may be permitted to accrue earned days off, subject to the operational requirements of the Employer and as defined by the Employer.

The employee shall submit a written request to the employer on each occasion prior to initiating any work under this provision.

Schedule "C" employees may bank a maximum of thirty-five (35) hours per calendar year; thirty-seven and one-half (37½) hours for Schedule "A" and "B-2" employees of "Earned Days Off" at straight time.

The EDO is bank separate from the overtime bank provided for in Article 12, Section 1, Subsection (a)(v).

EDO may be accrued by working during the hours that either immediately precede the commencement or follow the end of a regular shift, and must be approved in advance by the Employer.

Compensation for EDO shall be at the rate of straight time and may be taken only as time off in lieu.

EDO will be scheduled by mutual agreement of the Employer and the Employee.

EDO shall not be cashed out, and must be used prior to the end of the calendar year in which they are earned.

Earned Days Off (EDO) shall not apply to Schedule “B-3” or “B-4” employees.

Section 2

a. Shift Premium

In recognition of the undesirable features of shift work, employees shall receive ten percent (10%) per hour additional compensation for all hours worked in the evening or night shift. Shift premiums shall apply in calculating overtime, vacation pay, sick leave, holidays and other fringe benefits.

b. Definition of Shifts

“**Unsocial shifts**” shall be defined as those shifts in which any hours are worked between 6:00 p.m. and 7:00 a.m.

c. Shift Preference

Seniority shall determine shift preference, subject only to ability to perform the job required.

d. Notice of Change of Shift

Forty-eight (48) hours’ notice shall be given when a regularly scheduled straight-time shift is changed. Failure to provide forty-eight (48) hours notice shall result in payment of overtime for hours worked on the first changed shift. Failure to provide at least fourteen (14) hours of rest when regularly scheduled straight-time shifts are changed shall result in payment of overtime at established rates for any hours worked during this rest period.

Section 3

a. Standby Pay

(i) When an employee is required by the Employer to be on standby, he/she shall be immediately available by telephone contact, radio or paging device and he/she shall be paid straight-time wages, no premiums, in accordance with the following schedule:

Monday to Friday Inclusive:	Two (2) hours pay/day
Saturday, Sunday or Holidays:	Three (3) hours pay/day

(ii) Standby employees, who actually work a callout while they

are standing by shall be paid in accordance with Article 12, Section 1(g) in addition to the above.

- (iii) Standby duties shall be assigned on an equitable basis to employees who are required to so serve and who have the capability to serve in such capacity.

b. Scada System Operation

Employees in the Utilities department who are required to be on standby and who are required to monitor the Scada system and attend to Scada system alerts shall be paid an additional one (1) hour of pay per day at the overtime rate for these responsibilities.

The employees will not be eligible for the above noted compensation where the issue requires the employee to attend the worksite, in which case Article 12, Section 1g, *Call Out* applies.

ARTICLE 13 GENERAL HOLIDAYS

It is the purpose of this Article to guarantee a minimum of thirteen (13) General Holidays to all employees.

a. General Holidays

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

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

and any other day proclaimed by the Federal, Provincial or Municipal Government.

For the purpose of this section, 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 General Holiday.

b. Weekend Statutory Holidays

When any of the above noted holidays falls on a Saturday or Sunday and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be holidays for the purpose of this Agreement.

c. Holiday Pay

Employees who are not required to work on the above holidays shall receive holiday pay equal to one normal day's pay. Employees who are required to work shall be paid in accordance with Article 12, Section 1a.

d. Holidays on Day Off

When any of the above noted holidays falls on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Employer.

ARTICLE 14 ANNUAL VACATIONS

All employees covered by this Agreement other than those who are receiving a percentage (%) in lieu of benefits, shall receive an annual vacation with pay on the following basis:

a. Calendar Year

For the purpose of this Article (14), calendar year shall be the period January 1st to December 31st inclusive. Each employee's annual vacation entitlement, calculated as per Section (b) below, shall be made available by way of an advance, on January 1st of each year, and may be taken by the employee thereafter, subject to Article 14(i).

The employer may recoup the cost of any advanced vacation that has not been earned, when the employment of the employee who received such advanced vacation terminates, irrespective of the reason.

b. Entitlement

New employees shall be entitled to one and one-quarter (1¼) days vacation for each month worked in year one (to be taken in the year earned). Employees starting before October 1st in any year shall be said to start their second year on January 1st following. Employees starting after September 30th in the year will be said to have started their first year January 1st following.

Employees shall receive an annual vacation equivalent to the accumulated working days at the employee's regular rate of pay or six percent (6%) of the employee's annual gross earnings, whichever is greater, for the first year.

c. Continuous Service

For each succeeding year of continuous service, employees shall earn one (1) additional working day of annual vacation to a maximum of thirty (30) days or a corresponding increase of four-tenths of one percent (0.4%) for each additional year, whichever is greater, to a maximum of twelve percent (12%) in the 16th year.

During 1 st year	15 working days
During 2 nd year	16 working days
During 3 rd year	17 working days
During 4 th year	18 working days
During 5 th year	19 working days
During 6 th year	20 working days
During 7 th year	21 working days
During 8 th year	22 working days
During 9 th year	23 working days
During 10 th year	24 working days
During 11 th year	25 working days
During 12 th year	26 working days
During 13 th year	27 working days
During 14 th year	28 working days
During 15 th year	29 working days
During 16 th year	30 working days.

d. Additional Vacation in New Year

Where an employee becomes eligible for added vacation on January 1st in any year, the employee shall be entitled to such added vacation at the time of taking his/her annual vacation.

e. Statutory Holiday During Vacation

When a Statutory Holiday falls or is observed during an employee's annual vacation period, he/she shall be granted an additional day's vacation for each Statutory Holiday in addition to his/her regular vacation time.

f. Continuous Vacation

An employee shall be entitled to receive his vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer.

g. Payment of Vacation

Employees' pay for the annual vacation to which the employee is entitled shall be paid in one (1) payment to the employee at least one (1) day before the beginning of the employee's annual vacation.

h. Changes Within Vacation

Where an employee qualifies for sick leave, bereavement, or any other approved leave during his period of vacation, there shall be no deduction from vacation credits for such absence.

The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option. The employee shall produce a medical certificate from a qualified Medical Practitioner.

i. Vacation Preference Deadline

All vacation requests must be approved by the Employer subject to operational requirements and in consultation with the employees.

Employees are required to submit their vacation requests by February 15th each year.

When two (2) or more employees request the same vacation period and the Employer is not prepared to approve all such requests, seniority shall be the deciding factor, provided that proper operational requirements are maintained.

Vacation requests received by the Employer after February 15th shall be dealt with on a "first come first served" basis.

The Employer will confirm all vacation requests as soon as reasonably possible following receipt of the request.

j. Vacation Carry Over

Employees shall be entitled to carry vacation over to a maximum of ten (10) days from one calendar year (January to December) to the next, provided such carried over vacation must be taken as time off by December 31st of such subsequent year, in accordance with Article 14(i). Unused banked vacation that is not used as above shall be paid out. The maximum amount of carried-over vacation that any employee may have to his/her credit, at any one time, is ten (10) days.

k. Probationary Employees

Probationary employees shall not be eligible to take vacation during their initial probationary period. Probationary employees may only take vacation accrued during the probationary period with the written approval of the Chief Administrative Officer.

l. Reduction of Entitlement

(i) Employees who are absent from work for longer than three (3) consecutive months shall have their annual vacation entitlement reduced on a prorated basis – a one twelfth (1/12) reduction for each additional consecutive month that they continue to be thereafter absent, except for employees who are on unpaid leave approved by the Employer, who shall not accrue any vacation credits during such leave.

(ii) The above notwithstanding, subsection l. does not apply to employees who are on:

- an approved Workers' Compensation Wage Loss claim;
- unpaid Union leave, provided the Union reimburses the Employer;
- Pregnancy and/or Parental leave pursuant to the *Employment Standards Act*, and other statutory leave requiring the continuation of vacation; or
- Employer paid leave, (including but not limited to general holidays, vacation and paid sick leave).

Employees who use up all their paid sick leave entitlement and who subsequently go on unpaid (sick) leave shall continue to accrue vacation credits for three (3) consecutive months from the start of such unpaid (sick) leave period, after which they shall no longer continue to do so.

ARTICLE 15 SICK LEAVE PROVISIONS

a. Preamble

Employees that are eligible to earn and receive sick leave in accordance with the provisions of this Article 15 are as follows: regular full-time employees, regular part-time employees on a prorated basis – in hours as per Article 18c, and eligible time duration employees on a prorated basis – in hours as per Article 18c.

All eligible employees shall, upon completion of the probationary period, be granted two (2) days' sick leave with pay every month or

part-month actually worked retroactive to the date of hire. An employee shall be entitled to an accrual of all unused sick leave to a maximum of two hundred and fifty (250) days for his future benefits.

b. Sick Leave Defined

Sick Leave means the period of time an eligible employee is permitted to be absent from work with full pay by virtue of being sick or disabled, exposed to contagious disease or because of an accident for which compensation is not payable under the Workers' Compensation Act. Doctor and Dental and Driver's Medical Examination appointments shall be covered as per Article 15e.

c. Sick Leave During Leave of Absence

When an eligible employee is given leave of absence without pay for any reason, he shall not receive sick leave credit for the period of such absence, but shall retain his cumulative credit.

d. Extension of Sick Leave

Notwithstanding the foregoing sections, the Chief Administrative Officer or designate 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 credits and, moreover, if not repaid, shall be deducted from wages if or when the employee loses status as an employee for any reason.

e. Deductions from Sick Leave

An hour for hour deduction shall be made from an employee's current sick leave entitlement (accumulated sick leave where applicable) for all normal working days (exclusive of holidays) that the employee is absent on approved sick leave. The first two (2) hours of each absence for doctor appointments, dental appointments and driver's medical appointments shall not be deducted.

f. Proof of Illness

An employee may be required to produce a certificate acceptable to the Employer and the Union from a qualified Medical Practitioner for any illness in excess of three (3) working days, certifying that such employee is unable to carry out his duties due to illness, or non-compensable accident. Sick Leave records are to be reviewed quarterly by the Labour/Management Committee to review and

recommend appropriate action if required. If such certificate is requested by the Employer and furnished, the employer shall pay the reasonable cost to provide that certificate.

If an employee is unable to obtain a certificate due to not being under a Doctor's care for a period of five (5) days, then the employee shall not be disciplined for lack of a certificate.

g. Sick Leave Records

A record of all unused Sick Leave will be kept by the Employer.

Immediately after the close of each calendar year, each employee shall be advised of the amount of sick leave accrued to his credit.

h. Gratuity Days

A Regular employee shall be entitled to one (1) day's pay and will be paid on the first (1st) pay period (of February), of the new calendar year at the rate of pay in effect December 31st for every three (3) sick leave days remaining to his/her credit from his/her annual sick leave entitlement. The gratuity will be pro-rated, as required. The number of gratuity days shall be deducted from the total sick leave balance for that year. The balance shall be cumulative for purposes of sick leave only to a maximum of two hundred and fifty (250) days.

i. Family Illness

When no one at home other than the eligible employee can provide for the needs of a spouse or dependent child, an employee shall be entitled, after notifying his/her supervisor [as per Article 28b], to a maximum of eight (8) working days per calendar year to care for the member of the family who is ill. These days are to be deducted from the employee's current sick leave entitlement.

j. Layoff

For the purpose of qualifying for the E.I.C. Rebate Program, in event of a layoff, Sick Leave Benefits will continue until the earliest of a total of fifteen (15) weeks or the end of the incapacity due to illness; except where the disability occurred within two (2) months of the date of layoff and notice of layoff was given prior to the occurrence of the disability.

k. Subrogation

- (i) An employee who is absent from work due to illness or injury is given access to sick leave and sick leave pay under the terms of this Collective Agreement.
- (ii) In the event the Employee receives wage loss reimbursement from any third party (ICBC, etc.) for the same period for which the Employer provided sick leave pay, such amounts shall be paid to the Employer for the purpose of refunding the Employee's sick leave bank.

ARTICLE 16 RETIREMENT SEVERANCE PAY

a. Retirement Severance Pay

"Retirement Severance Pay" shall be paid to regular employees of record as at October 12, 2011 as listed on Appendix "A" as attached to this Agreement, on the following basis:

Employees retiring from the service of the Employer shall be paid at the rate of two (2) days per year for the first ten (10) years and three (3) days per year for each year over ten (10) years to a maximum of sixty-five (65) days.

b. For the purpose of Retirement Severance Pay, the following definitions shall apply:

i. Retirement

Shall be defined as an employee leaving the service of the Employer in accordance with the provisions of the Public Sector Pension Plans Act, and shall apply to all employees as though contributing under the said Act, provided they retire at the retirement ages permitted in the Public Sector Pension Plan.

ii. Day's Pay

Shall be defined as pay for one (1) day at the current rate of pay for the classification in which the employee was regularly employed.

iii. Early Retirement

Where the Employer has requested, and the employee has agreed to a voluntary retirement at the age of fifty-five (55) or

over, and retires on the Municipal Pension, the employee shall receive at least one (1) month salary for every five (5) years of continuous service to a maximum of ninety (90) working days.

ARTICLE 17 LEAVE OF ABSENCE

a. For Union Business

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, or with respect to a grievance. At any meeting with the Employer, any representative of the Union shall, at all times, be accompanied by a member of the Labour/Management Committee.

b. Leave for Union Duties

It is agreed that official representatives of the Union be granted Leave of Absence without pay, to attend Union Conventions or perform any other function on behalf of the Union and its affiliation, provided that not more than two (2) Union Representatives shall be away at any one time. Such Leave of Absence shall not affect the employee's seniority and/or benefits contained in this Agreement. The Employer shall invoice the Union for the costs associated with this leave including all benefits and wages contained in the Collective Agreement. The Union shall consult with the Employer and give notice where the leave exceeds five (5) working days.

It is agreed that any employee who is elected or selected for a full time position with the Union or anybody 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 and may be renewed each year on request during his/her term in office.

c. Leave for Public Duties

- i. The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow Leave of Absence without loss of benefits, provided the employee pays both the employee and Employer share, so that the employee may be a candidate in Federal, Provincial or Municipal Elections.

Such leave, when approved, shall not exceed the appropriate following time period:

1. Federal Elections 7 weeks
2. Provincial Elections 4 weeks
3. Municipal Elections 2 weeks

- ii. An employee elected to Public Office shall be granted, upon written request, a Leave of Absence without pay and benefits except the retention of seniority.

d. Bereavement Leave

An employee shall be granted up to five (5) working days' leave without loss of salary or wages in the case of death of a parent, wife, husband, brother, sister, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchild and grandparent and other family members may be considered. Where the burial occurs outside the province, leave to travel may be granted, such leave may not exceed ten (10) working days of absence and shall be without pay.

e. Pallbearers' Leave

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

f. General Leave

The Employer shall grant Leave of Absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer. Such approval shall not be withheld unjustly.

There will be no payment of statutory holidays when on more than thirty (30) days Leave of Absence.

g. Jury Service or Witness Duty or Coroner's Inquest

The Employer shall grant a leave of absence without loss of seniority to an employee who serves as a Juror or subpoenaed witness in any court, provided that the matter is not related to the employee's personal or family related affairs. The Employer shall pay such an employee the difference between his normal earnings and the payment he receives for Jury Service or subpoenaed Witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay

received to the Employer.

h. Leave for Driver's Examination

The Employer shall grant Leave of Absence without pay to any employee who takes a driving examination for the purpose of upgrading himself.

When the Employer requires an employee, as a condition of employment, to have a particular driver's licence or a particular driver's licence endorsement, the Employer shall grant the employee Leave of Absence with pay to take the applicable driving examination. In addition, the Employer will pay the administrative fee that is charged by the licencing authority of such licence or endorsement, and the cost of any medical examination required for the granting of such licence or licence endorsement.

i. Maternity and Parental Leave

- i. Maternity and Parental Leaves, will be in accordance with the provisions of the *Employment Standards Act* of BC, as amended from time to time.
- ii. Employees on maternity or parental leaves will continue to accrue seniority.
- iii. Employees intending to return to work from maternity or parental leaves will provide the Employer with at least four (4) weeks' notice. The Employer will reinstate the Employee to the position previously occupied by the employee. If the position no longer exists, the employee will be provided with the rights available under Article 11 of the parties' Collective Agreement.
- iv. Benefit coverage may be maintained during the period of leave under the existing cost sharing arrangement.
- v. Employees, in addition to parental leave, shall be entitled to one (1) working day's leave with pay upon the birth of the child.

ARTICLE 18 PAYMENT OF WAGES AND ALLOWANCES

a. Pay Days

The Employer shall pay wages in accordance with Schedules "A", "B-1", "B-2", "B-3", "B-4", and "C" attached hereto and forming part of this Agreement. On each payday each employee shall be provided with an itemized statement of his wages and deductions. All employees will be paid by direct deposit to a bank account

designated by them. Employees are required to keep the Employer informed of any changes of their designated account.

b. Equal Pay for Equal Work

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

c. Part-Time and Time Duration Employees

- i. Regular part-time employees and time duration employees where applicable, shall receive the wage rates, conditions of employment and perquisites specified in this Agreement on a pro-rata basis, based upon the percentage of full-time hours they normally and regularly work according to their hours of work.
- ii. The above notwithstanding, regular part-time employees and eligible time duration employees who were eligible for Welfare Benefits under Article 20 prior to October 12, 2011 as listed on Appendix "B" as attached to this Agreement shall continue to be eligible for such benefits as per past practice.

d. Pay During Temporary Transfers

When an employee is required by the Employer to temporarily substitute in and/or perform the principal duties of a higher paying position, the employee shall receive the rate of the job. When the employee is required to temporarily substitute in and/or perform the principal duties of a higher paying position for more than four (4) hours on any day, the employee shall receive the higher rate of pay for the full day. When an employee is assigned to a position paying a lower rate, such employee shall incur no reduction in pay.

e. Temporary Assignments

Employees temporarily assigned to positions outside the scope of this Collective Agreement shall be paid from the first day in the temporary assigned position, ten percent (10%) above the assigned employee's regular classification rate. In each assignment the employee shall be notified in writing in advance of the temporary assignment.

f. Overtime and Meal Allowance

Employees shall be provided with a Meal Allowance by the Employer or remuneration of \$15.00, effective from September 29, 2008, when:

- i. they work two (2) hours of overtime in any continuous shift;
- ii. for each additional four (4) hours overtime in any continuous shift; or
- iii. they work four (4) hours on any call out.

g. Course Instruction

The Employer shall pay the full cost of any Course of Instruction required by the Employer for an employee to be qualified to perform his/her job.

Fifty percent (50%) shall be paid on enrolment and the balance shall be paid upon successful completion of the course. Should the employee leave the service of the Employer prior to two (2) years then the Employer shall have the right to a refund, on a pro-rated basis from the employee.

Example:

<u>Course Cost</u>	<u>Employee Leaves</u>	<u>Refund</u>
\$200.00	18 months	$\frac{1}{4} \times \$200.00 = \50.00

h. Rates for Leadmen and Charge Hands

A Leadman is one who over and above his regular work, supervises two or more employees, but remains under the supervision of a Foreman. While so employed, Leadmen shall receive not less than ten percent (10%) above the highest rates classification under their supervision.

i. Professional Fees and Licenses

The Employer shall pay Professional Fees for any employee who is required by the Employer to be a member of Professional Association, and License for any employee who is required to be licensed, other than motor vehicle license.

j. Mileage Allowance

- i. Mileage rates paid to employees using their own vehicles for the Employer’s business shall be paid in the amount of the applicable District policy as amended from time to time, and generally in accordance with the Canada Revenue Agency maximum accepted non-taxable amount.
- ii. As a condition of employment, the Employer does not require

anyone to own a car. When transportation is required the employee may, with the approval of the Employer, elect to use his own car at the approved mileage rate. If an employee does not elect to use his own car, or if he does not own a car, the Employer will, if necessary, provide alternative transportation appropriate to the occasion.

- iii. An employee who is authorized to use an Employer-owned vehicle or his own vehicle for the Employer's business shall be paid by the Employer the amount of any dollar loss, upon renewal of his/her driver's license and/or annual vehicle insurance which the employee sustains as a result of any accident during such use provided that the driving of the employee did not constitute:
 1. gross negligence, or
 2. a breach of any condition of the Employer's Insurance covering such use.

k. Gravel Pit Supervisor

Any person who holds a valid Gravel Pit Supervisor Certificate and is requested by the District to act in this capacity during the Foreman's absence will receive a premium rate per hour as set out in Schedule "A" in addition to his regular hourly rate.

ARTICLE 19 JOB CLASSIFICATION AND RECLASSIFICATION

a. Job Descriptions

The Employer agrees to draw up Job Descriptions for all positions and classifications for which the Union is the bargaining agent.

These Descriptions shall be presented to the Union and shall become the recognized Job Descriptions unless the Union presents written objection within thirty (30) days.

Classifications and Job Descriptions so established shall not be eliminated without prior agreement with the Union.

b. Changes in Classification

When the duties or volume of work in any classification are changed or increased, or where the Union and/or an employee feels he is unfairly or incorrectly classified, or when any position not covered by the wage schedules is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to

agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

ARTICLE 20 BENEFITS

The Employer agrees not to unilaterally negotiate major changes to benefit levels, and particularly changes which would result in a major reduction in benefit coverage, to the benefit coverage in effect on the timing of the signing of this Memorandum of Agreement, without consulting with the Union. The Union recognizes that minor changes to coverage may occur.

The liability of the Employer under the benefit plan is limited to paying the premiums or portion of the premiums, required to be paid by the Employer in relation to purchasing the benefits set out in this Agreement. The Employer is not the insurer and has no responsibility for providing the benefits.

a. Pension Plan

All employees appointed to the permanent staff shall be enrolled in the Municipal Pension Plan under the terms and conditions of the *Public Sector Pension Plans Act*.

b. Group Medical, Insurance Benefits and Dental Plan

The Employer agrees to provide, and each employee shall be required to participate in, the following benefits as a condition of employment, upon completion of an employee's probationary period.

i. Medical and Surgical Benefits through MSP;

ii. Extended Health Care to include:

1. Vision Care: to include Laser eye surgery to a lifetime maximum of one thousand dollars (\$1,000) per eye for employees only (inclusive of the normal vision care amount to which the employee would otherwise be eligible in the year the surgery is performed). Eyeglass coverage (Vision Care) of six hundred dollars (\$600.00) every twenty-four (24) months.
2. Eye examinations at eighty per cent (80%) co-insurance, to a maximum of one hundred and twenty-five dollars (\$125.00) per person every twenty-four (24) months.

3. Chiropractic coverage: to a maximum of four hundred dollars (\$400) per year.
4. Hearing Aids – to a maximum of two thousand dollars (\$2,000.00) every sixty (60) months.
5. Prosthetics, with no limit of wigs, hairpieces and brassieres.
6. Direct Pay Card: employees shall be provided with a direct Pay card provided the pharmaceutical dispensing charge paid by the Plan shall be capped at ten dollars (\$10) per prescription – the employee shall pay any dispensing charges that are above this amount.

iii. Dental Plan

1. Plan A: One hundred per cent (100%)
2. Plan B: Fifty per cent (50%)
3. Plan C: Fifty per cent (50%) (\$4,000 lifetime limit).

c. Supplementation of Compensation Award

An employee prevented from performing his regular work with the Employer on account of an occupational accident, that is recognized by the Workers' Compensation Board as compensable, within the meaning of the Workers' Compensation Act and receiving lost time compensation, shall be paid utilizing the principal of no loss, no gain. Specifically, an employee will be paid their net take home pay, excluding overtime that they would have normally received prior to their injury.

d. 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 employees as may be mutually agreed between the parties, or shall be passed on to the employees in the form of increased wage or salary rates or in the form of other benefits.

e. Employment Insurance

All employees shall be covered by the provisions of the *Employment Insurance Act*, and the Employer agrees that no further certificates exempting employees from coverage under the Act shall be issued.

f. Group Life Insurance

Group Life Insurance coverage equal to three times (3x) the Employee's annual basic pay with a minimum of \$100,000 and a maximum of three times (3x) the Employee's annual basic pay.

g. 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.

h. Same Sex Relationships

An employee who co-habits with a person of the same sex and who promotes such person as a "spouse" (partner), and who has done so for a period of one (1) year, will be eligible to have that person covered as a spouse for purposes of Medical Services, Extended Health and Dental benefits and leaves related to family matters. This coverage includes dependents of the employee's same sex spouse.

ARTICLE 21 SAFETY AND HEALTH

a. Co-operation on Safety

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

b. Union-Employer Safety Committee

A Safety and Health Committee shall be established and composed of up to four (4) representatives appointed by the Employer and up to four (4) representatives appointed by the Union. The Chair of the Committee shall be jointly held upon request of either party.

c. Meetings of the Committee

The Safety and Health Committee shall hold meetings as requested by the Union or the Employer, but no less than monthly and all unsafe, hazardous or dangerous conditions shall be taken up and dealt with at such meetings. Minutes of all Safety and Health Committee meetings shall be kept and copies of such Minutes shall be sent to the Employer and the Union.

d. Safety Measures

Employees working in any unsanitary or dangerous jobs shall be supplied with all the necessary tools, safety equipment and protective clothing when needed.

e. Refusal of Unsafe Work

No employee shall be disciplined for refusal to work on a job, which, in the genuine opinion of the employee is not safe. Upon immediately reporting the unsafe condition to their supervisor or Employer, the supervisor or Employer must follow the procedures pursuant to the WorkSafeBC Occupational Health and Safety Regulation.

f. Investigation of Incidents

All incidents will be reported and investigated in accordance with the WorkSafeBC Occupational Health & Safety Regulation.

g. Pay for Injured Employees

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

h. Transportation of Accident Victims

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

i. Training for Committee Members

Each Joint Occupational Health and Safety Committee Member is entitled to eight (8) hours of leave per year to attend occupational health and safety training courses. This training may be supplied by the Employer, the Union, or WorkSafeBC as mutually agreed. Committee Members shall be paid straight time for this training.

ARTICLE 22 TECHNOLOGICAL AND OTHER CHANGES

a. Union Notification of Changes

Three (3) months before the introduction of any technological or other changes, or methods of operation which affect the rights of employees, conditions of employment, wage rates or work loads, the Employer shall notify the Union of the proposed change.

Any such change shall be made only after the Union and the Employer have reached an agreement on such change through collective bargaining. If the Employer and the Union fail to agree on the results of the change, the matter shall be referred to the Grievance Procedure of this Agreement.

b. No Dismissals

No regular employee shall be dismissed by the Employer because of Mechanization or Technological Changes. An employee who is displaced from his job by virtue of Technological Change or improvements will suffer no reduction in normal earning and will be given the opportunity to fill other vacancies according to seniority.

c. Training Program

In the event that the Employer should introduce new methods or machines which require new or greater skills than possessed by employees under the present methods of operation, such employees shall, at the expense of the Employer, be given a minimum period, not to exceed one (1) year, during which they may perfect or acquire the skills necessitated by the new methods of operation. There shall be no change in wage or salary rates during the training period of any such employee and no reduction in pay upon being reclassified in the new position.

d. Additional Training

Should the introduction of new methods of operation create a need for the perfection or acquisition of skills requiring a training period longer than one (1) year, the additional training time shall be a subject for discussion between the Employer and the Union.

e. No New Employees

No additional employees shall be hired by the Employer until the employees already working shall be notified of the proposed Technological Change and allowed a training period to acquire the necessary knowledge or skill for retaining their employment.

ARTICLE 23 JOB SECURITY

a. Contracting Out

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

b. Staff Reduction

The staff compliment as at November 22, 1993, shall not be reduced without at least sixty (60) days notice and consultation with the Union.

ARTICLE 24 UNIFORM AND CLOTHING ALLOWANCE

a. Outside Work Crew

The Employer shall provide the Outside Crew with the following upon appointment:

- i. two (2) sets of Coveralls;
- ii. one (1) set of Rain Gear;
- iii. work Gloves as required; and
- iv. two (2) Lab Coats for Wastewater Treatment Plant Operator.

Employees who wear out their clothing as provided in Article 24a of the Collective Agreement shall be entitled to replacement clothing upon turning in the worn out clothing items.

For employees regularly assigned to the Wastewater Treatment Plant and Mechanic/Shop duties, the Employer shall make available coveralls on a Laundry Service Basis, rather than the two (2) sets.

b. Aquatic Staff

The Employer shall provide the Pool Staff with a uniform each year that may consist of, but is not limited to, the following:

- i. two (2) singlets;
- ii. one (1) pair of shorts; and
- iii. one (1) hat.

c. Safety Boots

All employees required to wear Safety Boots according to current WorkSafeBC Health and Safety Regulations will receive one hundred and forty dollars (\$140) per annum, upon presentation of proof of purchase and proof of certification. Effective September 1, 2022, this subsidy shall be increased to one hundred and seventy-five dollars (\$175) per annum.

ARTICLE 25 GENERAL CONDITIONS

a. Proper Facilities

Proper facilities shall be provided for employees to have their meals and keep and change their clothes.

b. 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

c. Fire and Theft Insurance

The Employer shall provide Fire and Theft Insurance covering the tools and equipment owned by the employees and used in the performance of their duties with the Employer provided the employee provides a list of items.

ARTICLE 26 PRESENT CONDITIONS AND BENEFITS

a. Present Conditions to Continue

All rights, benefits, privileges and working conditions which the employees now enjoy, receive or possess as employees of the Employer shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement, but may be modified by mutual agreement between the Employer and Union.

b. Continuation of Acquired Rights

All provisions of this Agreement are subject to applicable laws now or hereafter in affect. If any law now existing or hereafter enacted, and/or proclamation, and/or regulation shall invalidate any portion of this Agreement, or if there is an amalgamation, annexation, merger or other structural change of the Employer, the entire

Agreement shall not be invalidated and the existing rights, privileges and obligations of the employees shall remain in existence and either party, upon notice to the other, may re-open this present Agreement for negotiation.

ARTICLE 27 CROSSING OF PICKET LINES DURING STRIKE

a. 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 the Dominion of Canada, excepting for the purpose of maintaining essential services or in cases of emergencies when requested by the Employer and his Union Local.

ARTICLE 28 GENERAL

a. Plural or Feminine Terms May Apply

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

b. Not Reporting For Work

Employees who cannot report for work as scheduled must, prior to the commencement of their work day, make personal contact by telephone with their immediate Supervisor (or designate designated by the immediate Supervisor for this purpose), to obtain approved leave covering such absence. Extenuating circumstances will be taken into account should an employee fail to contact his/her immediate Supervisor or designate. In cases where an employee is sick or disabled with the result that the employee cannot report for work, the employee may leave a message on the Supervisor's/designate's telephone stating that they will not be attending work, if the employee cannot make personal contact.

c. Bullying, Harassment and Workplace Violence

- i. Bullying/Personal Harassment by either Employer or employees shall be defined as: intentional, offensive comments and/or actions deliberately designed to demean and belittle an individual and/or to cause personal humiliation. Any complaint alleging Bullying/Personal Harassment will be referred to the Union Officer of the employee's choice to be taken up the Chief Administrative Officer (CAO) of the Employer. If the CAO is the alleged harasser Council shall appoint another Employer

representative to investigate.

ii. Sexual Harassment

All employees have the right to work without Sexual Harassment. Any complaint alleging Sexual Harassment will be referred to the Union Officer of the employee's choice to be taken up with the Chief Administrative Officer of the Employer. (If the CAO is the alleged harasser Council shall appoint another Employer representative to investigate).

iii. If the complaint under subsection (i) or subsection (ii) is not resolved, it will be dealt with at Step 3 of the Grievance Procedure - Article 8.

iv. Neither the employee alleging bullying/personal harassment or sexual harassment, nor the alleged harasser shall sit on any committee established to deal with the complaint under subsection (i) or subsection (ii).

v. Workplace Violence

1. Definition of Violence:

Any incident, in which an employee is abused, threatened or assaulted during the course of his/her employment. This includes the application of force, threats with or without weapons, severe verbal abuse and persistent sexual and racial harassment.

2. Reporting Violent Incidents:

The parties agree that all cases of violence whether involving major injury, minor injury, threats, verbal abuse or sexual and racial harassment, must be reported to the Employer and to the Joint Union/Management Health and Safety Committee.

3. Development of Policies Against Violence:

The parties agree to develop explicit policies for dealing with the problem of violence. The policy will address the prevention of violence, the management of violent situations and the provision of support to employees who have faced violence. The policies detailing the organization and arrangements for dealing with the problems will be part of the Employer's Health and Safety Policy. The violence policy will be brought to the attention of all employees.

d. No Discrimination

It is agreed that there shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or stronger disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation, or membership or activity in the Union.

e. Employee Records

- i. Each employee shall be entitled to receive a record of their sick leave standing and any personal appraisal or disciplinary action that is added to their file.
- ii. An employee shall have the right to have access to and review his/her personnel file upon making an appointment with the party so designated, and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.
- iii. There shall be one personnel file and that file shall be kept by the Chief Administrative Officer or his designate.
- iv. Disciplinary documents, other than those of a severe nature, shall be removed from an employee's personnel file after thirty-six (36) months have expired from the date such discipline was issued, provided the employee has received no other discipline during such period.

f. Job Description for Labourer/Equipment Operator

It is understood that the incumbent Labourer/Equipment Operator Employees are not disqualified from holding their positions because of the change in educational requirement.

THE CORPORATION OF THE DISTRICT OF KENT

APPENDIX “A”

RETIREMENT SEVERANCE PAY, ARTICLE 16a.

The following staff are entitled to this provision:

NAME		
Andrew B	Bronwen W	Chris H
Daniel G	Doug D	Elizabeth B
Hans S	Henry K	Marc C
Rick K	Scott H	Steve N
Teri H		

APPENDIX “B”

PART TIME EMPLOYEES, ARTICLE 18c.ii.

The following part-time employee is entitled to this provision:

NAME
Rebecca C

THE CORPORATION OF THE DISTRICT OF KENT

SCHEDULE "A" WAGE SCHEDULE NOTES

Dirty Pay

Employees working in repairing broken sanitary sewer service lines and mains and coming into contact with raw sewage shall receive a premium rate of an additional fifty cents (\$0.50) per hour when so employed. This fifty cents (\$0.50) premium rate will not be applicable to any employees when the sewage is lying on the surface of the ground, as they are not in direct contact with raw sewage, or to the Wastewater Treatment Plant employees during their normal course of duties.

Equipment Repairs

Employees working on the repair of machines shall be paid the rate for the classification of the equipment they are working on.

Labourer 1

Employees who actually work fifteen (15) months in the Labourer 1 classification shall be promoted to the Labourer 2 classification.

SCHEDULES "A", "B-1", "B-2", "B-3", "B-4", and "C" WAGE SCHEDULE NOTES

Probationary Rate

Newly hired employees (all Schedules "A", "B-1", "B-2", "B-3", "B-4", and "C"), shall be paid at eighty-five percent (85%) of the Standard negotiated rate for the classification(s) in which they work during their probationary period.

First Aid Attendants

An employee who is designated and scheduled by the Employer to carry out the duties of a first aid attendant, and holds a valid occupational first aid certificate, recognized under the Workers' Compensation Act and/or regulations, shall receive a premium payment of forty cents (\$0.40) per hour worked.

The premium applies to the work hours during which the employee is designated by the employer to be on duty as the first aid attendant and is not included in the calculation of any overtime or any other premium payment for which the employee is eligible.

Computer Premium

Employees who are appointed by management to do specialized work on the operations of the computer network shall receive \$0.80 per hour. This \$0.80 per hour will not be applicable to IT employees during the normal course of their duties.

THE CORPORATION OF THE DISTRICT OF KENT

**SCHEDULE “A”
OUTSIDE STAFF**

RATE #	POSITION / DESCRIPTION	2021 (2.0%)	2022 (2.5%)	2023 (2.5%)	2024 (2.75%)	2025 (3.0%)
	PROBATIONARY RATE Eighty-five percent (85%) of the Standard negotiated rate for the classification(s) in which employees work during their probationary period. The Probationary Rate does not apply to Rate #1, Student.					
1	STUDENT	18.64	22.00*	22.55	23.17	23.87
2	LABOURER 1	29.06	29.79	30.53	31.37	32.31
3	LABOURER 2	31.25	32.03	32.83	33.74	34.75
	ASSISTANT GARDENER	31.25	32.03	32.83	33.74	34.75
4	LABOURER 2 (UTILITIES)	31.42	32.20	33.01	33.91	34.93
5	EQUIPMENT OPERATOR 1	31.72	32.52	33.33	34.24	35.27
	UTILITY ASSISTANT / LABOURER 2	31.72	32.52	33.33	34.24	35.27
6	LABOURER 4	31.93	32.72	33.54	34.46	35.50
7	EQUIPMENT OPERATOR 2	32.63	33.45	34.28	35.22	36.28
	GARDENER	32.63	33.45	34.28	35.22	36.28
8	UTILITIES OPERATOR 2					
	Level I Water or Wastewater Operator's Certificate	32.63	33.45	34.28	35.22	36.28
	With Level II Water or Wastewater Operator's Certificate	+4.94%	+4.94%	+4.94%	+4.94%	+4.94%
	With Level III Water or Wastewater Operator's Certificate	+9.34%	+9.34%	+9.34%	+9.34%	+9.34%
	With Level IV Water or Wastewater Operator's Certificate	Current rate +4.85%	Current rate +4.85%	Current rate +4.85%	Current rate +4.85%	Current rate +4.85%
9	MECHANIC	35.32	36.21	37.11	38.13	39.28
	ELECTRICIAN (TQ QUALIFIED)	35.32	36.21	37.11	38.13	39.28

RATE #	POSITION / DESCRIPTION	2021 (2.0%)	2022 (2.5%)	2023 (2.5%)	2024 (2.75%)	2025 (3.0%)
10	ASSISTANT PUBLIC WORKS SUPERVISOR	37.12	38.05	39.00	40.07	41.27
	HEAVY DUTY MECHANIC	37.12	38.05	39.00	40.07	41.27
	UTILITIES OPERATOR 3 (WATER)	37.12	38.05	39.00	40.07	41.27
	With Level IV Water or Wastewater Operator's Certificate	+4.85%	+4.85%	+4.85%	+4.85%	+4.85%
11	ASSISTANT UTILITIES SUPERVISOR	-	-	40.28	41.39	42.63
	With Level IV Water or Wastewater Operator's Certificate	-	-	+4.85%	+4.85%	+4.85%
12	UTILITIES SUPERVISOR	39.56	40.54	41.56	42.70	43.98
	With Level IV Water or Wastewater Operator's Certificate	+4.85%	+4.85%	+4.85%	+4.85%	+4.85%
13	PUBLIC WORKS SUPERVISOR					
	PUBLIC WORKS SUPERVISOR I – entry level Public Works Supervisor	41.48	42.52	43.58	44.78	46.13
	PUBLIC WORKS SUPERVISOR II – with 3 consecutive years of service with the District of Kent in Public Works as Supervisor	43.93	45.03	46.16	47.42	48.85
	PUBLIC WORKS SUPERVISOR III – with 7 consecutive years of service with the District of Kent in Public Works as a Supervisor	45.26	46.39	47.55	48.86	50.32
	TOOL ALLOWANCE (Applies to Mechanic and Heavy Duty Mechanic in Rates 9 and 10)	\$0.40 per hour				

* The 2022 Student Rate is effective the first pay period following ratification. Prior to date of ratification the 2022 rate will be \$19.10/hour.

THE CORPORATION OF THE DISTRICT OF KENT

SCHEDULE "B-1"

FERNY COOMBE POOL AQUATIC STAFF

RATE #	POSITION / DESCRIPTION	2021 (2.0%)	2022 (2.5%)	2023 (2.5%)	2024 (2.75%)	2025 (3.0%)
	PROBATIONARY RATE Eighty-five percent (85%) of the Standard negotiated rate for the classification(s) in which employees work during their probationary period.					
1	JUNIOR LIFEGUARD	21.05	21.58	22.12	22.73	23.41
2	LIFEGUARD / INSTRUCTOR I	23.67	24.27	24.87	25.56	26.32
3	LIFEGUARD / INSTRUCTOR / SWIM COACH (INACTIVE)					
4	LIFEGUARD / INSTRUCTOR II	26.30	26.95	27.63	28.39	29.24
5	AQUATIC PROGRAMMER	29.80	30.55	31.31	32.17	33.14

Terms and Conditions:

- a) Shift premium shall not be applicable.
- b) Lifeguard/Instructor II positions shall be filled as in accordance with Article 10f of the Collective Agreement and designated as day, evening, weekend and relief.
- c) Aquatic Staff shall receive 14.0% (effective the first pay period following ratification) in lieu of benefits.

SCHEDULE “B-2”

COMMUNITY RECREATION & CULTURAL CENTRE

RATE #	POSITION / DESCRIPTION	2021 (2.0%)	2022 (2.5%)	2023 (2.5%)	2024 (2.75%)	2025 (3.0%)
	PROBATIONARY RATE Eighty-five percent (85%) of the Standard negotiated rate for the classification(s) in which employees work during their probationary period. The Probationary Rate does not apply to Rate #1, Student.					
1	STUDENT	18.64	22.00*	22.55	23.17	23.87
2	CASHIER / RECEPTIONIST	24.38	24.99	25.61	26.32	27.11
3	RECREATION PROGRAMMER (REGULAR P/T)	32.21	33.02	33.84	34.77	35.82
4	RECREATION FACILITIES CLERK	32.21	33.02	33.84	34.77	35.82
5	RECREATION PROGRAMMER	-	34.63	35.50	36.48	37.57
6	AQUATIC / FITNESS CO-ORDINATOR	34.97	35.84	36.74	37.75	38.88
7	COMMUNITY PROGRAMMER	34.97	35.84	36.74	37.75	38.88
8	RECREATION SUPERVISOR	39.58	40.57	41.58	42.72	44.00

* The 2022 Student Rate is effective the first pay period following ratification. Prior to date of ratification the 2022 rate will be \$19.10/hour.

Terms and Conditions:

- a) Shift premium shall not be applicable.
- b) Casual Staff shall receive 14.0% (effective the first pay period following ratification) in lieu of benefits.

SCHEDULE “B-3”

COMMUNITY RECREATION & CULTURAL CENTRE

RATE #	POSITION / DESCRIPTION	2021	2022 (2.5%)	2023 (2.5%)	2024 (2.75%)	2025 (3.0%)
	PROBATIONARY RATE Eighty-five percent (85%) of the Standard negotiated rate for the classification(s) in which employees work during their probationary period.					
1	FITNESS & HEALTH INSTRUCTOR 1	26.00	26.65	27.32	28.07	28.91
2	FITNESS & HEALTH INSTRUCTOR 2	31.00	31.78	32.57	33.47	34.47

Terms and Conditions:

- a) Shift premium shall not be applicable.
- b) Auxiliary Staff shall receive 14.0% (effective the first pay period following ratification) in lieu of benefits.

SCHEDULE “B-4”

COMMUNITY RECREATION & CULTURAL CENTRE

RATE #	POSITION / DESCRIPTION	2021	2022 (2.5%)	2023 (2.5%)	2024 (2.75%)	2025 (3.0%)
	PROBATIONARY RATE Eighty-five percent (85%) of the Standard negotiated rate for the classification(s) in which employees work during their probationary period. The probationary rate does not apply to Rates #1 or 2.					
1	FACILITY HOST	15.65	16.04	16.44	16.89	17.40
2	ACTIVITY LEADER	18.00	18.45	18.91	19.43	20.01
3	RECREATION & CULTURE INSTRUCTOR 1	25.00	25.63	26.27	26.99	27.80
4	RECREATION & CULTURE INSTRUCTOR 2	35.00	35.88	36.78	37.79	38.92

Terms and Conditions:

- a) Shift premium shall not be applicable.
- b) Auxiliary Staff shall receive 14.0% (effective the first pay period following ratification) in lieu of benefits.

THE CORPORATION OF THE DISTRICT OF KENT

**SCHEDULE “C”
INSIDE STAFF**

RATE #	POSITION / DESCRIPTION	2021 (2.0%)	2022 (2.5%)	2023 (2.5%)	2024 (2.75%)	2025 (3.0%)
	PROBATIONARY RATE Eighty-five percent (85%) of the Standard negotiated rate for the classification(s) in which employees work during their probationary period. The Probationary Rate does not apply to Rate #1.					
1	STUDENT	18.64	22.00*	22.55	23.17	23.87
2	CLERK TYPIST 1	28.91	29.63	30.37	31.21	32.14
3	CLERK TYPIST 2 / RECEPTIONIST	31.96	32.76	33.57	34.50	35.53
	CLERK TYPIST 2 / RECORDS	31.96	32.76	33.57	34.50	35.53
	CLERK TYPIST 2 / PLANNING	31.96	32.76	33.57	34.50	35.53
	CLERK TYPIST 2 / COMMITTEE & RECORDS	31.96	32.76	33.57	34.50	35.53
4	CLERK TYPIST 2 / SECRETARY	32.21	33.02	33.84	34.77	35.82
5	CLERK TYPIST 3 / SECRETARY	32.65	33.47	34.30	35.25	36.30
	CLERK TYPIST 2 RECEPTION / ACCOUNTING	32.65	33.47	34.30	35.25	36.30
6	SENIOR CLERK / FINANCE	33.67	34.51	35.37	36.35	37.44
	With 5 consecutive years of service with the District of Kent as the Senior Clerk / Finance	35.96	36.85	37.78	38.81	39.98
7	BYLAW COMPLIANCE AND ENFORCEMENT OFFICER I	34.10	34.95	35.82	36.81	37.91
8	RESEARCH/COMMUNICATIONS COORDINATOR	34.99	35.86	36.76	37.77	38.90
9	IT/GIS TECHNICIAN	36.49	37.40	38.33	39.39	40.57
	With 2 consecutive years of service with the District of Kent as an IT/GIS Technician	38.95	39.93	40.93	42.05	43.31
	With 5 consecutive years of service with the District of Kent as an IT/GIS Technician	41.42	42.46	43.52	44.72	46.06
	ACCOUNTING SUPERVISOR	36.49	37.40	38.33	39.39	40.57
	With 2 consecutive years of service with the District of Kent as the Accounting Supervisor	38.95	39.93	40.93	42.05	43.31

RATE #	POSITION / DESCRIPTION	2021 (2.0%)	2022 (2.5%)	2023 (2.5%)	2024 (2.75%)	2025 (3.0%)
10	BYLAW COMPLIANCE AND ENFORCEMENT OFFICER II	37.49	38.42	39.38	40.47	41.68
11	PLANNER I	40.57	41.58	42.62	43.79	45.10
13	BUILDING OFFICIAL LEVEL 1	44.02	45.12	46.25	47.52	48.95
14	IT/GIS SUPERVISOR	44.53	45.65	46.79	48.07	49.52
15	ENVIRONMENTAL AND ENGINEERING TECHNOLOGIST I	45.25	46.38	47.54	48.85	50.31
16	PLANNER II	46.52	47.69	48.88	50.22	51.73
17	ENGINEERING TECHNOLOGIST II	46.58	47.75	48.94	50.29	51.80
	ENGINEERING AND ENVIRONMENTAL SERVICES COORDINATOR	46.58	47.75	48.94	50.29	51.80
	BUILDING OFFICIAL LEVEL 2	46.58	47.75	48.94	50.29	51.80
18	BUILDING OFFICIAL LEVEL 3	48.23	49.43	50.67	52.06	53.62

* The 2022 Student Rate is effective the first pay period following ratification. Prior to date of ratification the 2022 rate will be \$19.10/hour.

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE DISTRICT OF KENT

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 458 (KENT)**

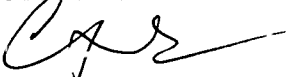
NO. 1


**DATED: January 1, 1996
REVISED: October 12, 2011
June 9, 2022**


E.I. PREMIUM REDUCTION

The Employment Insurance premium reduction granted to the parties by Revenue Canada as a result of approval of the sick leave and short term disability plans shall be utilized to purchase a mutually agreeable Employee Assistance Program (EAP) for bargaining unit employees. The maximum annual cost of this EAP shall be four thousand dollars (\$4,000) which shall be funded one hundred (100%) percent by the Employer.

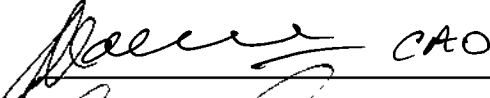
ON BEHALF OF THE UNION

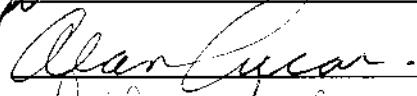


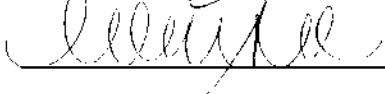




ON BEHALF OF THE EMPLOYER

 CAO





LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE DISTRICT OF KENT

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 458 (KENT)**

NO. 2

**DATED: May 25, 2012
REVISED: June 9, 2022**

WITHOUT PREJUDICE

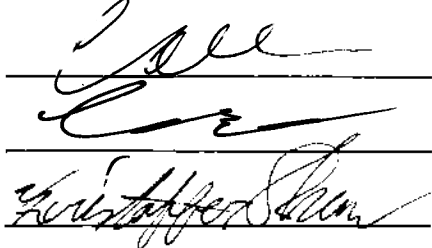
LIFEGUARD / INSTRUCTOR

WHEREAS a Lifeguard / Instructor II is required for the supervision of staff at the pool;

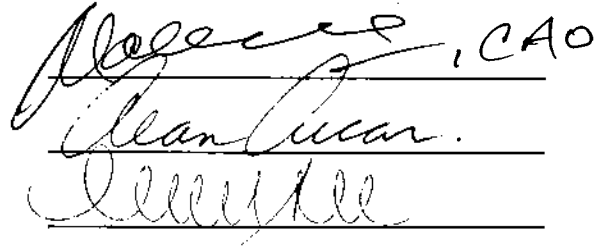
AND WHEREAS from time to time a Lifeguard / Instructor II volunteers or accepts additional shift work that would be otherwise filled by Lifeguard / Instructor I position that requires no supervision;

THEREFORE LET IT BE RESOLVED THAT the Lifeguard / Instructor II be paid at the Lifeguard / Instructor I rate and no changes shall be made to the scheduled Lifeguard / Instructor II shifts.

ON BEHALF OF THE UNION



ON BEHALF OF THE EMPLOYER



LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE DISTRICT OF KENT

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 458 (KENT)**

NO. 3

**DATED: March 12, 2015
REVISED: June 26, 2017
June 9, 2022**

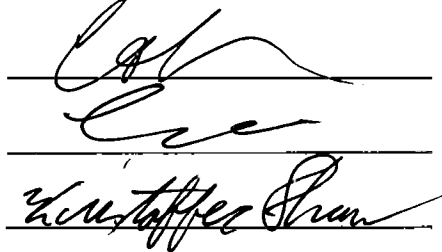
WITHOUT PREJUDICE

VOLUNTEER LABOUR ON DISTRICT OWNED BALL DIAMONDS

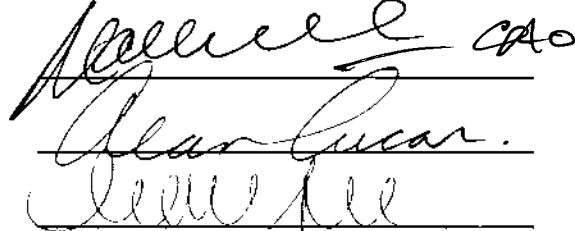
WHEREAS the Employer and the Union recognize the need to allow volunteer labour on outdoor ball diamonds for the purposes of field maintenance during games and practices outside of regular hours.

THEREFORE LET IT BE RESOLVED THAT notwithstanding Article 3 of the Collective Agreement, the parties agree that after hours work by volunteers be allowed in order to groom, chalk, prepare and provide basic maintenance to the fields during games and practices. It is recognized that after hours work will not displace any bargaining unit employees or interfere in any way with their day to day work. The parties agree to review this agreement in the fall of each year of the Collective Agreement to determine whether this LOU will be renewed for the following season.

ON BEHALF OF THE UNION


Three handwritten signatures in black ink, each written over a horizontal line. The signatures are cursive and appear to be: 1. A signature starting with 'C', 2. A signature starting with 'L', and 3. A signature starting with 'M'.

ON BEHALF OF THE EMPLOYER


Three handwritten signatures in black ink, each written over a horizontal line. The signatures are cursive and appear to be: 1. A signature starting with 'M', 2. A signature starting with 'D', and 3. A signature starting with 'L'.

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE DISTRICT OF KENT

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 458 (KENT)**

NO. 4

**DATED: November 25, 2015
REVISED: June 26, 2017
July 24, 2019 (f) Amendment
June 9, 2022**

WITHOUT PREJUDICE

**UTILITY OPERATOR 2
(SATURDAY TO WEDNESDAY)**

The Parties agree that internal successional planning is important to both the District and the Union.

Article 12, Section 1, subsections (a) through and including (d) notwithstanding, a new shift shall be created whereby a Utility Operator 2 works the following hours of work:


- (a) The weekly hours shall be thirty-seven and one-half (37½) hours per week.
- (b) The daily hours of work shall be 8:00 a.m. – 4:30 p.m. Saturday to Tuesday, and 8:00 a.m. to 2:00 p.m. Wednesday with a half (½) hour lunch Saturday to Wednesday inclusive. These hours may be adjusted by mutual agreement between Management and the Union.
- (c) No weekend shift premium shall apply on Saturday and Sunday; however, the Utility Supervisor rate shall be paid to those qualified employees that work under this Letter on Saturdays and Sundays.
- (d) All work in excess of eight (8) hours per day or thirty-seven and one-half (37½) hours per week will be paid for at the rate of double time. Overtime shall be calculated to the quarter (1/4) hour. Overtime must first be authorized by the Chief Administrative Officer or designate.
- (e) All hours worked on a Thursday, Friday, a Statutory Holiday or General Holiday, or on the normal second day of rest shall be paid for at double time, in addition to

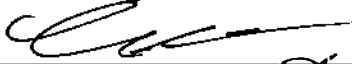
- any holiday pay which may be payable.
- (f) Article 13, section (b) notwithstanding, when any of the above noted holidays falls on a Thursday and/or Friday, the following Saturday and/or Sunday shall be deemed to be holiday(s) for the purpose of this Agreement.


When any of the above noted holidays falls on a Monday, Tuesday or Wednesday, they shall be observed as a stat/holiday and will be paid as per Article 13, section (c) Holiday Pay.

- (g) This Letter of Understanding shall come into force and effect January 1, 2016. Effective that date, based on seniority, a Utility Operator 2 position be moved to the new shift established by this Letter.
- (h) This Letter of Understanding shall remain in force and effect until it is cancelled by mutual agreement of the Parties.


ON BEHALF OF THE UNION









ON BEHALF OF THE EMPLOYER







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