



Armstrong Spallumcheen Parks & Recreation

COLLECTIVE AGREEMENT

BETWEEN:

HOSPITALITY INDUSTRIAL RELATIONS

ON BEHALF OF

**THE ARMSTRONG-SPALLUMCHEEN
PARKS AND RECREATION COMMISSION**

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2709**

CUPE

JANUARY 1, 2025 - DECEMBER 31, 2025

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AGREEMENT BETWEEN:
THE ARMSTRONG-SPALLUMCHEEN PARKS AND RECREATION COMMISSION
(hereinafter called the "Employer")
and
CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 2709
(hereinafter called the "Union")

PREAMBLE

WHEREAS it is the desire of both parties to this Agreement:

- 1) To maintain the existing harmonious relations and settled conditions of employment between the Armstrong-Spallumcheen Parks and Recreation Commission (hereinafter called the "Employer") and the Union;
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work, and scale of wages;
- 3) To encourage efficiency in operation;
- 4) To promote the morale, wellbeing and security of all the 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 hereto agree as follows:

ARTICLE 1 UNION RECOGNITION AND BARGAINING UNIT

1.01 Bargaining Representative

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for its employees covered by the certification granted to the Union by the Labour Relations Board.

1.02 Application

- a) Employees whose positions are not covered by Schedule "A" of this Agreement, are hereby excluded from the terms and conditions of this Agreement.
- b) If, upon application to the Labour Relations Board by either the Union or the Employer, the said Board rules that any person, whose position classification is not included in Schedule "A", is an employee within the meaning of the Labour Relations Code and is included in the unit for which the Union is certified, the Employer shall forthwith institute a new classification for such person and all the provisions of Article 21 of this

Agreement shall apply thereto.

1.03 Work of the Bargaining Unit

It is further agreed that any contracting out by the Commission shall not cause lay-off or reduction of hours worked by regular Full-Time or regular Part-Time employees, however the Union will be informed, through the Shop Steward, what is to be contracted out, when the contracting out will take place and who the contractor will be.

ARTICLE 2 RIGHTS OF MANAGEMENT

2.01 Management Rights

The Union agrees that the management and control of the Employer's business and the direction and control of the Employer's work force are vested exclusively in the Employer, subject only to the limitations imposed upon the Employer by the provisions of this Agreement. The Union further recognizes and agrees that the Employer retains all the customary rights, responsibilities, functions and prerogatives of management, except as expressly modified or restricted by a specific provision of this Agreement.

ARTICLE 3 DEFINITION OF EMPLOYEES

3.01 Regular Full Time and Regular Part Time

Regular Full Time and Regular Part Time employees are those employees appointed to a permanent position who have successfully completed three (3) months service in a probationary capacity.

3.02 Temporary Relief

Temporary Relief Workers are those employees who are capable of substituting for absent regular employees.

3.03 Casual Workers

Casual Workers are employees hired for specific events and/or are required outside of normal work week or days of regular employees.

3.04 Student Workers

Student Workers are employees who are committed to attend either secondary or post-secondary institutions. These will be temporary appointments for seasonal work during the months of April to the end of August.

ARTICLE 4 UNION SECURITY

4.01 All Employees to be Members

Every employee who is now or hereafter becomes a member of the Union shall maintain their membership in the Union as a condition of their employment, and every new employee whose employment commences hereafter shall within thirty (30) days after the commencement of their employment, apply for and maintain his/her membership in the Union as a condition of their employment.

4.02 Checkoff of Union Dues

At the time of employment the Employer shall require an employee to sign a checkoff form authorizing the Employer to deduct from their earnings and to pay to the Union an amount equal to the current monthly union dues or assessments as established by the Union in accordance with its Constitution and/or By-laws.

4.03 Deductions

Deductions shall be made from the payroll on a bi-weekly basis for all employees, and shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following, accompanied by a list of names of all employees from whose wages the deductions have been made.

4.04 Union Dues Deducted

Income Tax (T-4) slips shall include the amount of union dues deducted from the payroll earnings of each union member in the previous year.

ARTICLE 5 THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

5.01 New Employees

The Employer agrees to supply a copy of the current agreement and acquaint new employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the Article dealing with the Union Security and Dues Checkoff.

5.02 Copies of the Collective Agreement

The Employer shall supply the Union with revised copies of the Collective Agreement up to a maximum of ten (10) copies.

5.03 Correspondence

Correspondence between the Employer and the Union arising out of this Agreement or incidental thereto shall pass to and from the General Manager or person holding an equivalent position and the Secretary of the Union. However, this shall not restrict representatives of the Employer or the Union to exchange correspondence provided such correspondence is copied to the General Manager or the Union Secretary as applicable.

ARTICLE 6 NO DISCRIMINATION

The Employer and the Union will work jointly to support education and prevention efforts to address harassment and to promote equity, diversity, inclusion and belonging.

6.01 No Discrimination

There shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of wage rates, training, upgrading, by reason of grounds protected by the BC Human Rights Code, nor by reason of their membership or non-membership in a labour union.

6.02 Harassment

- a) The Union and the Employer recognize the right of employees to work in an environment free from harassment. Therefore, the Union and the Employer agree to cooperate in resolving any complaints of harassment which may arise in the work place as per Employer's current Harassment and Hostile (Bullying) Behaviours Policy.
- b) Grievances under this clause will be handled with all possible confidentiality and dispatch.

6.03 No Violence

The Employer will not tolerate violent behaviour in the workplace. Workplace violence is defined as any incident in which an employee is threatened, coerced, abused, or sustains physical, emotional, or psychological harm or injury in, at, or related to the workplace. It is expected that employees will report incidents of workplace violence immediately.

Reported incidents will be investigated, and as appropriate a summary report of such investigation will be provided to management.

The parties agree that information and training with respect to workplace violence is essential in promoting a safe and security-conscious work environment and will work jointly to continue to enhance efforts in this regard.

ARTICLE 7 LABOUR MANAGEMENT RELATIONS

7.01 Representation

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

7.02 Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than two (2) members of the Employer, as appointees of the Employer, and not more than two (2) members of the Union, as appointees of the Union. The parties will advise each other of their nominees to the Committee.

7.03 Function of Bargaining 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 Bargaining Committee for discussion and settlement.

7.04 Representation of Canadian Union

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. The Employer shall have the right at any time to have the assistance of external resource persons when dealing or negotiating with the Union.

7.05 Meeting of 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.

7.06 Time Off For Meetings

Any representative of the Union on the Bargaining Committee, who is in the employ of the Employer, shall, subject to operational requirements, have the privilege of attending Committee meetings held within working hours without loss of remuneration to deal with matters referenced in Article 7.03 and provided approval of the Employer has been obtained.

7.07 Joint Labour Management Committee

A joint Labour Management Committee shall be established. The purpose of this committee will be to discuss and deal with issues and matters pertaining to the normal operation and interpretation of the Collective Agreement.

Meetings of the committee shall be held on the Employer's premises with no loss of pay for Union participants. These meetings shall be held once per calendar year or as requested and mutually agreed.

ARTICLE 8 SENIORITY

8.01 Seniority Defined

Seniority shall be measured by length of service in the employ of the employer and shall prevail on the bargaining unit wide basis.

8.02 Seniority List

The employer shall maintain a seniority list showing the date upon which each employee's service commenced. Where two (2) or more employees commenced work on the same day, preference shall be in accordance with the date of application for employment. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

8.03 Probation

- a) Newly hired employees, other than Temporary Relief Workers, Casual Workers, Student Workers or Relief in Training Workers, shall be on a probationary basis for a period of ninety (90) calendar days from the date employment commenced. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement. After completion of the probationary period, seniority shall be effective from the date employment commenced.
- b)
 - i) Employees who are hired as relief, casual or seasonal employees shall only be entitled to the provisions of this Agreement relating to union security, the grievance procedure, rates of pay, hours of work, overtime, vacation and statutory holiday pay and those benefits required by statute.
 - ii) Other than current casual employees who have seniority any new casual employee hired after the signing of this agreement shall not attain seniority until they have received a posted position.

8.04 Seniority during Absence

- a) Except as provided in Sub-Section (b), an employee shall not lose their seniority if they are absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer.
- b) An employee shall lose their seniority in the event:
 - i) They are discharged for just and reasonable cause.
 - ii) They resign.
 - iii) They are absent from work in excess of five (5) working days without approval, unless it was not reasonably possible to contact

the Employer to request such approval.

- iv) After a lay-off they fail to return to work within five (5) working days after being notified of recall; unless through sickness or other just cause it was not reasonably possible to contact the Employer. It shall be the responsibility of the employee to keep the Employer informed of his current address.
- v) They are terminated and not recalled or reinstated.
- vi) They are laid off for a period longer than twelve (12) consecutive months.

8.05 Seniority During Transfer to Supervisory Positions

If an employee is transferred to a supervisory position or any other position not covered by this Agreement, they shall retain their seniority in the position from which they were transferred, for a period of three (3) months.

ARTICLE 9 LAYOFFS AND RECALLS

9.01 Layoffs

Layoff refers to a necessary reduction in the work force.

9.02 Lay Off Order

In the event of layoff, probationary employees shall be laid off first, and thereafter employees shall be laid off in reverse order of seniority, provided that there are available employees with seniority who are qualified and willing to do the work of employees laid off.

9.03 Responsibility of a Laid Off Employee

It shall be the responsibility of a laid off employee to keep the Employer informed of their current address and telephone number at which they may be contacted.

9.04 Recalls

In the case of employees who have completed the probationary period and are laid off due to lack of work, such employees shall be entitled to recall for employment in order of seniority, provided they are qualified to do the work available. Where operationally feasible, senior employees may opt to decline recall if a more junior, qualified employee is available.

9.05 Return to Work after Recall

Such employees shall return to work within five (5) working days (or such longer period as may be mutually agreed upon) after recall notice has been received.

9.06 Emergent or Short Term Work

When emergent or short term work of less than five (5) working days occurs,

the Employer may recall employees out of order of seniority and the provisions of Section 9.05 shall not apply.

9.07 Notice of Lay-Off

The Employer shall give not less than one (1) week's notice to an employee who is to be laid off. If such employee is laid off before the expiration of five (5) full working days from the date their received notice of lay-off, their shall be paid at their normal rate of pay for that part of the said five (5) days during which work was not made available to them.

ARTICLE 10 PROMOTIONS AND STAFF CHANGES

10.01 Seniority to Apply

Promotions, demotions and transfers shall be made on the basis of seniority, provided the employee concerned possesses the necessary qualifications, skill, knowledge and ability to fulfill the position requirements.

10.02 Job Posting

- a) If a position vacancy occurs for a regular full or regular part time position or a new position is created which comes within the scope of this Agreement, notice of such vacancy or new position shall be posted in the Staff Room(s) for a period of seven (7) days. Such notice shall contain the following information: nature of position, required knowledge and education, ability and skills, shift, minimum weekly hours of work, wage and salary rate or range. Copy of the notice shall also be sent to the Secretary of the Union.
- b) Whenever a temporary relief, casual, or student employee is being hired, the Union shall be advised.

10.03 Filling of Vacancies on a Permanent Basis

Such vacancy or new position shall not be permanently filled until one (1) week has elapsed after the posting of such notice. Transfers of successful applicants will be made as soon as possible. The Employer will advise the Union of any pending transfer that will exceed thirty (30) days.

10.04 Filling of Vacancies on a Temporary Basis

- a) Notwithstanding any other provisions of this Agreement, whenever a new or vacant position(s) requires immediate filling, the Employer will select an employee(s) taking seniority, qualifications and employee preference to such opening(s) into account. The Employer agrees such filling of position(s) shall be deemed to be "short term pending posting" and said position shall be posted within thirty (30) days. Extensions to the time limits can be made by mutual agreement.
- b) Any temporary vacancy which is to exceed thirty (30) days in duration, shall be posted (Article 10.02) as a temporary vacancy.

10.05 Trial Period

In the event of promotion or transfer, the employee, at the time of appointment will have the necessary qualifications, skill, knowledge, and ability to fulfill the position requirements without further training. Such employee shall serve a trial period of three (3) months. At the conclusion of such three (3) month trial period (or sooner if it should become apparent that the employee cannot successfully complete the trial period), the Employer shall review the service of the employee whilst in the position. If such service has proven satisfactory the Employer shall confirm the employee in the position. If the employee's service is not deemed to be satisfactory, the Employer may extend the trial period for not more than one (1) additional month, or shall return the employee to their former position, or shall place them in other work consistent with their qualifications, skill, knowledge and ability to fulfill the position requirements, in which case the employee shall be paid not less than the rate of pay they were in receipt of when last employed in their former position. This provision does not apply when used under the provisions of Article 9 (Layoff).

10.06 Medical Placement

When an employee is partially disabled through sickness or accident, the Employer will endeavour, using the principles of the duty to accommodate and in consultation with the Union and employee, to place the injured person into a regular position that is available, provided that such person can perform the work.

10.07 Prior to Going on Vacation

If any employee indicates to their superior, in writing prior to going on vacation or leave of absence, their intent to apply for an anticipated position posting, **they** would be considered for such opening.

10.08 Career Development

On a case-by-case basis, the Employer will provide reimbursement for courses or training taken by employees which allows for improvement of their current skills.

10.09 Seasonal Positions

The Employer agrees to reduce the use of casual employees by creating and posting seasonal positions/s for the summer months and seasonal position/s for the winter months, based on business needs. Employees in a seasonal position will accumulate seniority but receive pay in lieu of benefits as per Article 18.07.

ARTICLE 11 GRIEVANCE PROCEDURE

11.01 Permission to Leave Work

Union Stewards and members of the Grievance Committee shall be permitted time off to handle grievances without loss of pay, provided they have first sought and obtained permission from their immediate superior to absent themselves from their regular duties for that purpose, such permission shall not be unreasonably withheld.

11.02 Definition of Grievance

"Grievance" means any difference between the persons bound by this Agreement concerning its interpretation, application, operation, or any alleged violation thereof, including any questions as to whether any matter is arbitrable, and shall also mean any difference arising from disciplinary action or relating to employment where it is alleged that the Employer has acted unjustly. "Party", as used in Articles 12 and 13 of this Agreement, shall mean the Union and it shall also mean the Employer.

11.03 Settling of Grievances

Step 1

The employee concerned, in person, with their Union Steward in attendance, shall first seek to settle the grievance with the General Manager or person holding an equivalent position, within thirty (30) days from the time the grievance became known to the employee or the Union in the case of a policy grievance.

Step 2

If a satisfactory settlement is not reached within thirty (30) days under Step 1, the Grievance Committee may submit the grievance in writing to the Commission within fifteen (15) days and the Commission shall meet or direct a Committee of the Commission and the General Manager or person holding an equivalent position, or their authorized representative, to meet with the Grievance Committee with a view to settling the Grievance. This time limit may be extended by mutual agreement between the parties.

Step 3

If a satisfactory settlement is not reached within seven (7) days after the grievance was submitted under Step 2, the Union may refer the grievance to a arbitration as set out in Article 12.

11.04 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, the grievance shall be submitted at Step-2 of this Article.

11.05 Grievances on Safety

An employee or group of employees who believe they are being required to work under conditions which are unsafe shall have the right to immediately file a grievance in Step 1 of the Grievance Procedure. Until the grievance has been disposed of by the General Manager or their authorized representative, at Step 1 of Section 11.03, the employee or employees concerned shall have the right to refuse to work under the alleged unsafe conditions.

11.06 Replies in Writing

Replies to grievances shall be in writing at all stages following Step 1.

11.07 Facilities for the Grievance/Arbitration Meetings

The Employer shall supply the necessary facilities for the grievance/arbitration meetings; provided such meetings can be scheduled within the Employer's premises.

11.08 Witnesses

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee concerned as a witness and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 12 ARBITRATION

12.01 Alternative Resolution Options

Where the parties mutually agree, a less-formal alternative resolution method may be exercised as provided for in the Labour Relations Code of British Columbia (such as Mediation-Arbitration) or another option at the discretion of the parties.

12.02 Arbitrator

a) **Single Arbitrator**

Where a party has decided to advance a grievance to arbitration, the parties agree to use a mutually agreed arbitrator where a grievance has not been successfully resolved in the grievance process, who will be governed by the provisions of this Article.

b) **Process**

i) The parties recognize the authority of the Arbitrator under the provisions of Section 89 of the Labour Relations Code of British Columbia

- ii) Upon their selection or appointment as Arbitrator, they shall fix a date for hearing the grievance.
- iii) The Arbitrator shall deliver their award in writing to each of the parties after all the evidence has been submitted. The award of the Arbitrator shall be binding upon the parties.
- iv) Grievances submitted to an Arbitrator shall be in writing and shall clearly specify the nature of the issue.

12.03 Costs and Expenses

Each party shall pay half (1/2) the fee and expenses of the Arbitrator.

12.04 Amending of Time Limits

Time limits mentioned in Articles 11 and 12 refer to calendar days and may only be extended by mutual agreement of the parties in writing.

ARTICLE 13 DISCHARGE, SUSPENSION AND DISCIPLINE

13.01 Just Cause

An employee may be suspended or dismissed for just cause. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such dismissal or suspension.

13.02 Picket Line

Just cause shall not include the refusal of an employee to cross the picket line of a legal strike maintained at the premises of the Employer.

13.03 Special Grievance

A claim by an employee that they have been discharged or suspended for other than just and proper cause shall be treated as a special grievance and may be submitted directly to the Parks and Recreation Commission under Step 2 of Article 11.03.

13.04 Reinstatement

Should it be found upon investigation that an employee has been suspended or discharged for other than just cause such employee shall be immediately reinstated in their former position, without loss of seniority rating, and shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the Employer and the Union or in the opinion of the Arbitrator if the matter is referred to arbitration.

13.05 Personnel File

- a) All warning and reprimand letters shall be considered as a form of discipline and shall be subject to the provisions of the Grievance

Procedure.

- b) The Employer agrees all employees will have access to their personnel file. Any employee may respond in writing to any report on their personnel file, and such response will become part of the file.
- c) Following no further occurrences, letters of reprimand or discipline shall be removed from an employee's file after twenty-four (24) months.

13.06 Probationary Employee

The standard for dismissal of a probationary employee shall be a lack of general suitability for continuing employment with the Employer.

ARTICLE 14 HOURS OF WORK

14.01 Normal Work Day and Normal Work Week

a) Office Employees

The normal work day shall consist of a scheduled period of seven (7) hours of work between the hours of 8:00 a.m. and 5:00 p.m. The normal work week shall consist of five (5) such days, Monday to Friday, inclusive.

b) Outside Employees

i) Summer Season

The normal work day for Regular Full time employees shall consist of a schedule of either:

- 1) Eight (8) hours of work between the hours of 7:00 am and 7:00 pm. The normal work week shall consist of five (5) consecutive days of work, with two (2) consecutive days off.
- 2) Ten (10) hours of work between the hours of 7:00 am and 7:00 pm. The normal work week shall consist of four (4) days of work with two (2) consecutive days off.

ii) Winter Season (October to March inclusive)

In recognition of the Employer's need to have a seven (7) day/week operation during the months of October through March inclusive, the following shall apply during this period.

The normal work day for Regular employees shall consist of a schedule of either:

- 1) The normal work day shall be eight (8) working hours per day exclusive of a meal period. The normal work week shall consist of five (5) consecutive days of work, with two (2) consecutive days off.

- 2) The normal work day shall be ten (10) working hours per day exclusive of a meal period. The normal work week shall consist of four (4) days with two (2) consecutive days off.
- c) Notwithstanding the provisions of 14.01 (a) and (b), the Employer and the Union may vary the start-quit times.

14.02 Rest Periods

Employees shall be permitted a fifteen (15) minute rest period in the first (1st) half (½) of the work day and a second (2nd) fifteen (15) minute rest period in the second (2nd) half (½) of the work day.

14.03 Modified Work Week

It is agreed that the Employer or Union may, for a specified period of time, introduce a modified work week scheduling which shall alter the normal work week or the maximum number of hours worked in any standard work week provided there is acceptance by the majority of affected employee(s) in the department and provided the total hours worked bi-weekly does not exceed eighty (80) hours. Where such modified work week arrangements are mutually acceptable to the parties, restrictive overtime provisions shall be waived.

14.04 Working Schedule

- a) The hours and days of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance of the effective date. The Employer, by mutual agreement with Union, may introduce an emergency shift change providing they give the employee twenty-four (24) hours' notice. Approval will not be unreasonably withheld.
- b) Temporary relief workers shall be called to work on a rotational and qualification basis.

14.05 Split Shifts

No split shifts shall be over longer than a twelve (12) hour period.

ARTICLE 15 OVERTIME

15.01 Overtime

All time worked outside the scheduled hours constituting an employee's normal work day or their normal work week shall be considered overtime and shall be paid for as follows:

- a) On an employee's normal work day, time and one-half (1½) for the first two (2) hours and double (2x) time thereafter.
- b) On an employee's days of rest, after forty (40) hours - time and one-half (1½); after forty-eight (48) hours - double (2x) time.
- c) On an employee's statutory holiday, double (2x) time; plus their entitlement to the statutory holiday pay.

- d) All overtime must be authorized by the General Manager or designate. In the event of an emergency, overtime may be authorized by the Chairperson or Co-Chairperson of the Commission. Failing such authorization, an employee shall not receive overtime pay for any overtime worked.

15.02 Minimum Call-Out Time

In the event of an employee being called out on emergency work during hours other than their regular working hours, they shall be entitled to a minimum of two (2) hours at double (2x) time.

15.03 Stand-By

An employee who is required to be on stand-by at a time or times other than their regular working hours, shall be paid a premium for each day they are on stand-by, as follows:

- a) Two (2) hours' pay at their regular rate of pay for each normal work day on which the employee was on stand-by and also worked their regular eight (8) hour or ten (10) hour shift.
- b) Three (3) hours' pay at their regular rate of pay for each day of rest or statutory holiday on which the employee was on stand-by.
- c) Standby is to be fairly rotated primarily amongst qualified full time employees.

15.04 Article 15.02 and Stand-by Employee

The provisions of Article 15.02 shall not apply to an employee who is on stand-by and who is called out for work. Such employee shall, however, be paid for all time worked outside the scheduled hours constituting their normal day at the applicable overtime rate with a minimum guarantee of two (2) hours' work or two (2) hours pay. This guarantee shall not apply when the call-out extends into the employee's normal working hours.

15.05 Time Off in Lieu

Subject to the Employer's operational requirements, employees may opt to take paid time off in lieu of worked overtime or worked Statutory Holidays. Time off shall be taken at the same rate as the applicable overtime rates earned at the time overtime is authorized. Time off will only be taken upon mutual agreement between the employee and their supervisor. Employees may opt to carry such time off, in lieu of worked overtime, over to the next year.

15.06 Accumulation of Banked Overtime

An employee may accumulate no more than eighty (80) hours of banked overtime. After an employee has reached the maximum eighty (80) hours of banked overtime, they must be paid any additional overtime as per the overtime provisions above.

ARTICLE 16 STATUTORY HOLIDAYS

16.01 Statutory Holidays Listed

All the Regular Full Time employees shall, after completion of thirty (30) days of continuous employment, receive one (1) day's pay for not working on the following holidays:

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

and any other day proclaimed or declared by the Federal or Provincial Governments or by the Employer as a holiday.

16.02 When Holiday Falls on Non-Working Day

When statutory holidays fall on a normal non-working day and no other day is declared in substitution thereof, employees shall receive a day off work in lieu of the holiday, at their regular rate of pay; such day off to be taken at the discretion of the General Manager.

ARTICLE 17 ANNUAL VACATIONS

17.01 Vacation Year - Definition

The term "vacation year", as used in this Agreement, shall mean the twelve (12) month period running from January 1st to December 31st.

17.02 New Employees

Effective the first of the calendar year following the year an employee enters service with the Employer, they shall accrue vacation (to be taken in the following year) in accordance with the following schedule:

- a) Accumulated service from day of entering service to December 31st; ten (10) complete months or more - fifteen (15) working days.
- b) Accumulated service at December 31st of less than ten (10) complete months - one and one-half (1½) days for each complete month of service.

17.03 Anniversary Date

On December 31st of the year in which an employee is hired, they shall be deemed to have one year of service regardless of when employment commenced in the previous twelve (12) months.

17.04

Employees Shall Receive Vacation with Pay as follows:

Employees Shall Receive Vacation with Pay as follows:

- i) After one (1) year of service -vacation entitlement accrued in accordance with Article 17.02
- After two (2) years of service -three (3) calendar weeks
- After seven (7) years of service -four (4) calendar weeks
- After eleven (11) years of service -five (5) calendar weeks
- After sixteen (16) years of service -six (6) calendar weeks

Each subsequent year after twenty (20) years of service shall entitle the employee to one (1) additional day of vacation per year.

Additionally the percentages in Article 17.05 (a), (b), (c), and (d) shall change to reflect the above changes.

Payment for such vacation shall be at the employee's rate of pay as at the time they take vacation.

- ii) A vacation week shall be paid on the basis of a forty (40) hour week for full time staff.
- iii) No employees shall carry forward into the next year more than twenty-five (25%) percent of their annual vacation entitlement. The combination of banked overtime and holidays shall not exceed fifty (50%) percent of the employee's annual vacation entitlement.

17.05

Employees on Layoff

The provisions of Article 17.02, 17.04 shall not apply to an employee who is laid off. Vacation entitlement for such employee shall be as follows:

- a) During the first (1st) and up to and including the seventh (7th) year of service, as calculated under the provisions of Section 17.04, six (6%) percent of their total earnings during the current calendar year, to be paid to them at the time of layoff, or if the employee so elects, to be paid to them as vacation pay during the following calendar year when they may take a vacation not exceeding three (3) calendar weeks.
- b) During the eighth (8th) and up to and including the eleventh (11th) year of service, as calculated under the provisions of Section 17.04, eight (8%) percent of their total earnings during the current calendar year, to be paid to them at the time of layoff, or if the employee so elects, to be paid to them as vacation pay during the following calendar year when they may take a vacation not exceeding four (4) calendar weeks.
- c) During the twelfth (12th) and up to and including the sixteenth (16th) year of service, as calculated under the provisions of Section 17.04, ten (10%) percent of their total earnings during the current calendar year,

to be paid to them at the time of layoff, or if the employee so elects, to be paid to them as vacation pay during the following calendar year when they may take a vacation not exceeding five (5) calendar weeks.

- d) During the seventeenth (17th) and subsequent years of service, as calculated under the provisions of Section 17.04, twelve (12%) percent of his/her total earnings during the current calendar year, to be paid to them at the time of layoff, or if the employee so elects, to be paid to them as vacation pay during the following calendar year when they may take a vacation not exceeding six (6) calendar weeks.
- e) Upon receiving one (1) additional day for each year over twenty (20) years, each day is equal to zero point four (0.4%) percent.

17.06 When Paid Vacation Entitlement at Time Of Layoff

An employee who is paid their vacation entitlement at the time of layoff shall not be entitled to a paid vacation during the following calendar year.

17.07 Holidays During Vacations

If a statutory holiday or declared holiday falls or is observed during an employee's vacation period, they shall be granted an additional day's vacation for each such holiday in addition to their regular vacation time.

17.08 Scheduling of Vacations

- a) Vacations shall be granted at such time as is mutually agreed upon by the employee and the Employer. Preference in choice of vacation period shall be accorded to the employee with the greatest seniority.
- b) Vacations earned during the vacation year shall be taken in the calendar year immediately following and cannot be postponed without the written consent of the Employer.

17.09 Termination of Employment

In the event of termination of employment, the provisions of the Employment Standards Act shall apply; except that, in the case of an employee who has not been discharged for proper cause and who has given the Employer fourteen (14) calendar days' notice of termination, the basis of calculation shall be six (6%) percent of their total earnings if they have over one (1) year service, eight (8%) percent of their total earnings if they have over eight (8) years' service, and ten (10%) percent of their total earnings if they have over eleven (11) years' service, as calculated under the provisions of Section 17.04.

17.10 Employees on Long Term Disability

Employees while on Long Term Disability will not accrue vacation entitlement.

ARTICLE 18 BENEFITS

The following benefits will be provided by the Employer to all eligible employees covered by this Agreement:

18.01 Group Life Insurance/Accidental Death & Dismemberment

Group Life Insurance and Accidental Death and Dismemberment for each eligible employee equivalent to their annual earnings. The monthly premium cost for the Group Life and Accidental Death and Dismemberment Plan shall be paid one hundred (100%) percent by the Employer. The Group Life and AD & D benefit shall be two (2) times the employee's gross annual salary.

18.02 Extended Health Benefits

Each eligible employee shall be enrolled in the above plan. The monthly premium cost for the Extended Health Benefits Plan shall be paid one hundred (100%) percent by the Employer.

The lifetime limit shall be one million (\$1,000,000.00) dollars

The eyeglass option shall be four hundred (\$400.00) dollars every two (2) years.

The above plan shall include a Hearing Aide Option of one thousand (\$1000.00) dollars every five (5) years per existing coverage.

Prescriptions will be on a "generic first" basis.

The extended health deductible from eighty (80%) to ninety (90%) percent on the first one thousand (\$1000.00) dollars of prescription drug claims.

The above plan will include an Employee Assistance Program.

18.03 Long Term Disability Plan

- a) As provided for in the contract with a Carrier designated by the Employer, a Long Term Disability Plan will be available to employees working a thirty-five (35) or forty (40) hour week as follows:

In the event an employee becomes totally disabled as a result of sickness or non-compensable accident, then after an employee has been totally disabled for seventeen (17) weeks, the employee shall be eligible to receive a monthly benefit equal to the sum of sixty-six and two thirds (66-2/3) percent of their basic monthly earnings to a maximum of three thousand (\$3000.00) dollars.

For the purposes of the foregoing, earnings shall mean basic monthly earnings as at the date of disability.

The long term disability benefit payment will be made so long as an employee remains totally disabled and will cease on the date the employee reaches age sixty-five (65), or recovers or dies, whichever

occurs first.

- b) The monthly premium costs for the Long Term Disability Plan shall be shared by the Employer seventy-five (75%) percent and the employee twenty-five (25%) percent.

18.04 Dental Plan

- i) Each eligible employee shall be enrolled in the above plan. Coverage shall be Plan A one hundred (100%) percent and Plan B one hundred (100%) percent. The monthly premium cost for the dental plan shall be paid one hundred (100%) percent by the Employer.
- ii) Employees shall enroll, in Plan C with premiums 100% Employer paid with a two thousand five hundred (\$2500.00) dollar lifetime limit. (As this is a group plan, employees do not have the option of opting out - must be all employees or none).

18.05 Municipal Pension Plan

The Employer and all regular employees shall participate in the Municipal Pension Plan.

18.06 Participation in the Benefits Plans

Participation in the Benefits Plans set out in 18.01 to 18.05 inclusive, shall be mandatory upon successful completion of three months continuous service by regular employees.

18.07 Payment in Lieu of Benefit

- a) Temporary relief and casual employees shall be paid eighteen (18%) percent in lieu of Article 18 benefits, statutory holiday pay (Article 16) and vacation pay (Article 17).
- b) Part time regular employees who, due to hours of work, fail to meet the benefit providers' eligibility for benefits, will also receive the pay in lieu as described in (a) above.
- c) When the Employer makes contributions to the Municipal Pension Plan to an employee who is paid for "in lieu" benefits, the amount shall be ten point six (10.6%) percent in lieu.
- d) The in-lieu pay does not include Student or Relief-in-Training employees.

18.08 Laid Off or On Approved Leave of Absence

An employee laid off or on an approved leave of absence, shall be eligible for the continuation of benefit coverage in accordance with the Employer's Plan Carrier for a period of six (6) months, provided the full monthly premium cost of specific benefits are paid by the employee one hundred (100%) percent and they have made the necessary arrangements with the Payroll Department.

18.09

Sick Leave Entitlement

Definition:

Sick Leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled. Sick leave shall continue to accrue while an employee is on WCB. Sick leave shall not accrue while an employee is on sick leave or LTD.

a) Amount of Sick Leave:

Sick Leave shall be granted to employees on the basis of one and one-half (1½) days for every month of service. In any year where an employee has not used sick leave or only a portion thereof, they shall be entitled to an accrual of all of the unused portion of sick leave for future benefits. Unused sick leave shall continue to accrue to a total of one hundred twenty (120) days. A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays absent for sick leave as defined in Article 18.09).

b) Proof of Illness:

An employee shall, if required by the Employer, produce a certificate from a duly qualified medical practitioner for any illness, certifying that such employee is unable to carry out their duties due to illness. If the Medical Practitioner charges for such certification, the Commission will reimburse the employee.

c) If an employee is hospitalized or becomes seriously ill in excess of three (3) days (and submits a doctor's certificate) while on vacation, the employee shall go on sick leave and have the balance of vacation reinstated.

d) An employee is entitled to use up to five (5) days of sick pay each calendar year to meet responsibilities related to the care and health of any member of the employee's immediate family.

"Immediate family": means the spouse (including common law), child, parent, guardian, sibling, grandchild or grandparent of an employee.

18.10

Supplement to Long Term Disability Payment

An employee that becomes eligible to receive payments under the Employer's Long Term Disability Plan may supplement their monthly payment to bring the same up to the level of their regular monthly earnings by drawing on their accumulated sick leave credit until such credit is exhausted.

18.11

Supplementation of Compensation Award

Employees on WCB shall have their monthly premiums for benefits and contributions for their pension, paid from accumulated sick leave.

If their sick leave runs out, premiums and contributions shall be the responsibility of the employee.

ARTICLE 19 JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

The parties agree that the intent of this Article is to ensure that all employees shall have access to the Occupational Health and Safety Committee structure. The Joint Occupational Health and Safety Committee will be established and operated as outlined below:

- a) Union representatives shall be employees at the workplace appointed by the Union. The Employer representatives shall be appointed by the Employer.
- b) The Committee will function in accordance with the Industrial Health and Safety Regulations, and will participate in developing a program to reduce risk of occupational injury and illness. Meetings will be held once a month, and minutes of the meeting shall be sent to the Union, the Employer and the Workers' Compensation Board office in Vernon.
- c) Employees who are representatives of the Committee shall not suffer any loss of basic pay for the time attending a committee meeting.
- d) Committee meetings shall be scheduled during normal working hours whenever practicable. Time spent by designated committee members attending meetings held on their days of rest or outside their regularly scheduled hours of work shall not be considered time worked, but such committee members shall receive cash or equivalent time off at straight time.
- e) Only one (1) staff member will be paid to attend a committee meeting unless there is an emergency.

ARTICLE 20 LEAVE OF ABSENCE

20.01 Union Conventions

Leave of absence without pay and without loss of seniority shall be granted to a maximum of one (1) employee to represent the Union at Union Conventions. Such notice shall be in writing to the General Manager or person holding equivalent position at least seven (7) days prior to the Union Convention and a reply in writing shall be given within three (3) days after such request has been made.

20.02 Bereavement Leave

In the event of a death in the immediate family of an employee, the Employer shall grant them a maximum of three (3) days of absence with pay. Additional leave of absence without pay for travel may be granted by the General Manager. "Immediate family" shall mean: wife, husband, common-law spouse, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents and grandchildren. In the event of the death of a spouse, parent or a child, two (2) additional days off with pay shall be granted.

One-half (1/2) day shall be granted without loss of salary or wages to attend a funeral provided such employee has the approval of their supervisor.

20.03 Leave for Union Officers

Any employee who is elected or selected for a full or part-time position with the Union, or any body with which the Union is affiliated, or who is elected to public office shall be granted leave of absence without pay and without benefits of any kind and without loss of seniority by the Employer for a period of one (1) year. Such leave shall be renewed each year during their term of office. Upon application, the employee may opt to pay one hundred (100%) percent of all benefit costs at least thirty (30) days in advance.

20.04 General Leave

The Employer may grant leave of absence without pay and without benefits of any kind, if the leave exceeds thirty (30) days, and without loss of seniority to a maximum of six (6) months. Requests for such leave shall be made in writing by the employee and shall be submitted to the General Manager. Upon return from general leave the employee is assured, subject to Articles 8 and 9 (Seniority and Lay-Off), of resuming a position of equivalent salary level. For any leave of less than thirty (30) days, the payment of benefit premiums as stipulated in the Collective Agreement would continue.

20.05 Jury Duty or Court Witness

When summoned to serve on a jury or when subpoenaed as a witness in criminal or civil proceedings, an employee shall continue to receive regular pay. The employee shall turn over to the Employer any monies received for a court appearance.

20.06 Pregnancy and Parental Leave

- a) As per Employment Standards.
- b) The services of an employee who is absent from work in accordance with this Article shall be considered continuous for any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plan in the same manner as if the employee were not absent where:
 - i) the Employer pays the total cost of the plan, or
 - ii) the employee elects to continue to pay their share of the cost of a plan that is paid for jointly by the Employer and the employee.
- c) An employee who resumes employment on the expiration of the leave of absence granted in accordance with this Article shall be reinstated in all respects by the Employer in the position previously occupied by the employee, or in a comparable position, and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.

ARTICLE 21 TECHNOLOGICAL CHANGE

21.01 Adjustment Plan

- 1) If an Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom the collective agreement applies,
 - a) the Employer shall give notice to the Union that is party to the collective agreement at least sixty (60) days before the date on which the measure, policy, practice or change is to be effected, and
 - b) after notice has been given, the Employer and Union shall meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting any of the following:
 - i) consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the collective agreement;
 - ii) human resource planning and employee counselling and retraining;
 - iii) notice of termination;
 - iv) severance pay;
 - v) entitlement to pension and other benefits including early retirement benefits;
 - vi) a bipartite process for overseeing the implementation of the adjustment plan.
- 2) If, after meeting in accordance with subsection (1), the parties have agreed to an adjustment plan, it is enforceable as if it were part of the collective agreement between the Employer and the Union.
- 3) Subsections (1) and (2) do not apply to the termination of the employment of employees referred to in section 49.2 of the Employment Standards Act.

In the event the parties cannot reach an agreement of settlement, the parties shall refer the matter to arbitration.

ARTICLE 22 PAYMENT OF WAGES AND ALLOWANCES

22.01 Pay Days

Employees shall be paid every second (2nd) Friday in accordance with Schedule "A" attached hereto. If the regular pay day falls on a holiday, employees will be paid on the preceding day.

- a) Information on employees' pay slips will include itemized information about the current wages, deductions and year-to-date totals.
- b) Direct Deposit
The parties agree that employees will be paid by direct deposit to the institution of their choice.

22.03 Pay for Working on a Higher Rated Position

An employee working on a higher rated job during a day shall be paid at the higher rate for hours so worked.

22.04 Vacation Pay

An employee shall be paid for an annual vacation to which they are entitled at the monthly or hourly rate for the regular position in which they currently work.

22.05 Shift Premium

- a) A shift premium of one (\$1.00) dollar per hour shall be paid to employees for all hours worked after 5:00 p.m. and all hours worked on weekends.
- b) A premium of one (\$1.00) dollar per hour will be paid to employees when they:
 - i) perform work in asphalt or concrete repairs;
 - ii) are designated to be the first aid person responsible for outside contractors.

22.06 Allowances

a) **Boot Allowance**

Upon presentation of paid receipts, regular full time and regular part time employees shall be paid the cost of safety boots up to a maximum of one hundred and fifty (\$150.00) dollars per year. Casual employees shall be entitled to the fifty (50%) percent of the above.

b) **Clothing Allowance**

Regular full time and regular part time employees will receive a yearly clothing allowance of one hundred (\$100.00) dollars and casual employees shall be entitled to fifty (\$50.00) dollars. It is understood that for outside workers it is intended for pants and the pants purchased must meet the dress code criteria of the Employer. The Employer will no longer provide uniform pants.

c) **Recertifications**

The priority for training funds will be for required recertifications. Costs for recertifications must be approved by the Employer in advance.

ARTICLE 23 TRANSFER AND NEW CLASSIFICATION RATES

23.01 Higher Paid Position

In the event of an employee being temporarily moved to a higher paid position, the employee shall receive the higher rate provided for in such positions, such higher rate to be paid for the duration of such temporary transfer only.

23.02 Lower Paid Classification

In the event an employee is required to transfer temporarily to a lower classification, such employee will suffer no reduction in wages, because of such transfer.

23.03 New Classifications

The Employer may institute new classifications in addition to those listed in Schedule "A". Should any such new classification be instituted, the Employer shall establish the rate for same and shall submit the classification and rate to the Union in writing and, in addition, shall post the classification and rate in the manner required by Section 10.02. Within thirty (30) calendar days of such submission and posting, the Union may, if it deems necessary, request to meet with the Employer to review the classification and rate and, if mutual agreement cannot be reached, the difference may be referred to arbitration under the provisions of Article 12. Any change in rate resulting from discussion between the Employer and the Union, or following a reference to arbitration, shall be retroactive to the date the new classification was instituted by the Employer.

23.04 Changed Classifications

If the Union claims that the duties of an existing classification as outlined in a position description prepared by the Employer have been changed to an extent sufficient to alter the classification and/or rate, the Union may request to meet with the Employer to review the Classification and/or rate. If within thirty (30) calendar days of the submission of such request, which shall be in writing, mutual agreement cannot be reached, the difference may be referred to arbitration under the provisions of Article 12. Any change in rate resulting from discussion between the Employer and the Union, or following a reference to arbitration, shall be retroactive to the date the Union submitted its request to the Employer.

23.05 Position Descriptions

Current, new or revised position descriptions will be provided to the Union.

ARTICLE 24 SEVERANCE PAY

24.01 Due to Introduction of New Methods, Equipment or Organization

Subject to the conditions set out in Sections 24.02 to 24.06 inclusive, the

Employer will provide severance pay equivalent to one (1) week's pay for each year of service to any employees whose position becomes redundant due to the introduction of new methods, equipment or organization.

24.02 Provide Training or Retraining

The Employer will endeavour to place an employee referred to in Section 24.01 in other work consistent with their other qualifications and will endeavour to provide any necessary training or retraining. Except for the situation referred to in Section 24.03, should the employee refuse to be placed in such other work or to undergo training, they shall not be entitled to severance pay.

24.03 Lower Rated Classification

Notwithstanding the provisions of Section 22.02, an employee whose position becomes redundant due to the introduction of new methods, equipment, or organization shall be entitled to severance pay if the only other work in which they can be placed or for which they can be trained falls within a lower rated classification than the position held by them at the time they became redundant and they opt to leave their employment.

24.04 Eligibility

To become eligible for severance pay an employee must have worked not less than ten (10) years of continuous service in the employ of the Employer.

24.05 Shortage of Work and Not Redundancy

The provisions of this Article do not apply to employees who are laid off due to shortage of work and not because of redundancy as defined in Section 24.01.

24.06 Amount of Severance Pay

The amount of severance pay to which an employee shall be entitled shall not exceed ten (10) weeks.

ARTICLE 25 GENERAL CLAUSES

25.01 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.

25.02 Grant Workers

All grant workers, working under the direction of the Employer, will be considered employees insofar as the employer is concerned. The rate of pay and benefits will be negotiated with the Union.

ARTICLE 26 TRAINING

All staff shall receive sufficient training on any new equipment that is introduced into the workplace prior to implementation.

ARTICLE 27 POSITION SECURITY

27.01 Contracting Out

No regular full-time employee in the bargaining unit as of the date of signing of the Collective Agreement shall be laid off or suffer a loss of normal hours of work as a result of contracting out.

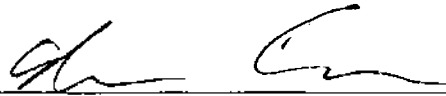
ARTICLE 28 TERM OF AGREEMENT

28.01 Term of Agreement

This Agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from and after the first (1st) day of January 2025, and up to and including the thirty-first (31st) day of December 2025, and thereafter from year to year unless either party to this Agreement gives notice to commence collective bargaining in accordance with the *Labour Relations Code of British Columbia Act*. During the period of collective bargaining, this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this ~~7th~~ day of ~~JANUARY~~, 202~~6~~⁵

ON BEHALF OF:
THE ARMSTRONG-SPALLUMCHEEN
PARKS AND RECREATION COMMISSION



Andrew Casson, Chair
Armstrong Spallumcheen Parks and
Recreation Commission

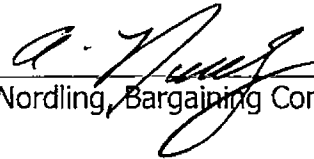


Doug Affin, Chief Administrative Officer
Interim Service Manager
Armstrong Spallumcheen Parks and
Recreation Commission

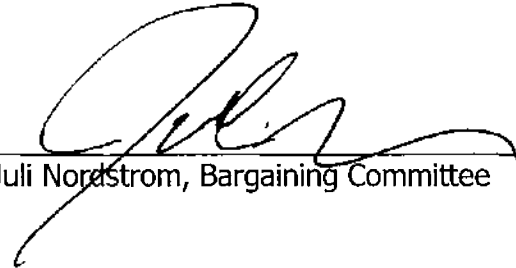
ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2709



Scott Jenson, Local President



Anders Nordling, Bargaining Committee



Juli Nordstrom, Bargaining Committee

SCHEDULE "A" – PAY GRID

	2024	Jan 1 2025 \$1.20/hr Market Adjustment	Jan 1 2025 4.00%
Inside Workers			
Office Clerk:			
Year 1	\$23.00	\$24.20	\$25.17
Year 2	\$24.65	\$25.85	\$26.88
Year 3	\$27.92	\$29.12	\$30.28
Community Programmer / Sales Coordinator:			
Year 1	\$23.00	\$24.20	\$25.17
Year 2	\$24.65	\$25.85	\$26.88
Year 3	\$29.30	\$30.50	\$31.72
Casual Relief	\$19.02	\$20.22	\$21.03
Outside Workers			
Arena / Parks Operator (RO) (FT)	\$33.38	\$34.58	\$35.96
Arena / Parks Operator (RO) (PT/Casual)	\$33.07	\$34.27	\$35.64
Ice Facility Operator (Certified)	\$30.12	\$31.32	\$32.57
Facility Attendant	\$26.38	\$27.58	\$28.68
Students	\$17.98	\$19.18	\$19.95
Lead Hand (RO)	\$34.25	\$35.45	\$36.87
Lead Hand	\$33.97	\$35.17	\$36.58
Working Foreman (RO)	\$37.15	\$38.35	\$39.88

Casual Employees shall be paid at the rate of the position they are working in.

LETTER OF UNDERSTANDING #1

BETWEEN:

THE ARMSTRONG-SPALLUMCHEEN PARKS AND RECREATION COMMISSION
AND:

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2709

RE: VOLUNTEERS/GRANT WORKERS/COMMUNITY WORKERS

The Parties agree as follows:

In recognition of the Employer's commitment to the communities to provide the best possible services of and in recognition of the Union's concern for their members' position security the following shall apply:

- 1) Any work performed by the Interior Provincial Exhibition (IPE) during the time stipulated in the contract between the Commission and the IPE shall not be considered work of the bargaining unit. If work by the IPE is requested outside of the normal thirty (30) day period, the Commission and the Union will jointly discuss the request prior to the work commencing.
- 2) The Employer agrees that they will not utilize the services of persons who are not in the bargaining unit if such action results in the layoff or loss of normal hours of work. The Employer further agrees that such persons will not replace any employees who may have quit, been fired or have retired.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 7th day of JANUARY, 2025.

ON BEHALF OF:

THE ARMSTRONG-SPALLUMCHEEN
PARKS AND RECREATION COMMISSION



Andrew Casson, Chair
Armstrong Spallumcheen Parks and
Recreation Commission

ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2709



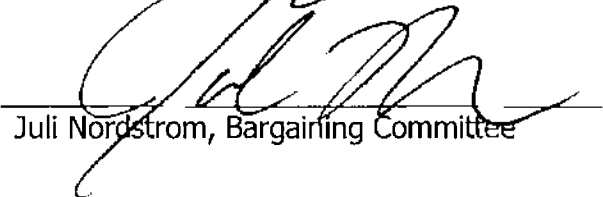
Scott Jenson, Local President



Anders Nordling, Bargaining Committee



Doug Allin, Chief Administrative Officer
Interim Service Manager
Armstrong Spallumcheen Parks and
Recreation Commission



Juli Nordstrom, Bargaining Committee

LETTER OF UNDERSTANDING #2

BETWEEN:

THE ARMSTRONG-SPALLUMCHEEN PARKS AND RECREATION COMMISSION
AND:

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2709

RE: COMMUNITY PROGRAMMER / SALES COORDINATOR POSITION

The Parties agree as follows:

The parties acknowledge a need for this position's hours to vary outside of the hours of work set out in Article 14.01 of the Collective Agreement. The hours of this position will fluctuate with business activity and may include hours outside of office hours including nights and weekends periodically. Where extended hours may occur, the incumbent must have the additional hours and the respective over-time approved, in advance, by their supervisor.


The details of this Letter of Understanding will be set out in each and every position posting for the position of Community Programmer / Sales Coordinator.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 7th day of JANUARY, **2025**.

ON BEHALF OF:
THE ARMSTRONG-SPALLUMCHEEN
PARKS AND RECREATION COMMISSION


ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2709


Andrew Casson, Chair
Armstrong Spallumcheen Parks and
Recreation Commission


Scott Jenson, Local President


Anders Nordling, Bargaining Committee


Doug Alin, Chief Administrative Officer
Interim Service Manager
Armstrong Spallumcheen Parks and
Recreation Commission


Juli Nordstrom, Bargaining Committee

LETTER OF UNDERSTANDING #4

BETWEEN:

THE ARMSTRONG-SPALLUMCHEEN PARKS AND RECREATION COMMISSION

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2709

RE: WAGE CONTINUATION

Mike Conley will continue to receive the appropriate Arena/Parks Operator (RO) rate if he continues to work in the position.

Julianne Nordstrom will receive the Community Programmer/Sales Coordinator rate if she continues to perform the range of duties she was performing on October 29, 2019.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 7th day of JANUARY, **2025**.

ON BEHALF OF:

THE ARMSTRONG-SPALLUMCHEEN
PARKS AND RECREATION COMMISSION

ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2709



Andrew Casson, Chair
Armstrong Spallumcheen Parks and
Recreation Commission



Scott Jenson, Local President



Doug Allin, Chief Administrative Officer
Interim Service Manager
Armstrong Spallumcheen Parks and
Recreation Commission



Anders Nordling, Bargaining Committee



Juli Nordstrom, Bargaining Committee

LETTER OF UNDERSTANDING #5

BETWEEN
ARMSTRONG-SPALLUMCHEEN PARKS AND RECREATION COMMISSION

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2709

RE: Inclusion of Seasonal Pool Staff in the Local 2709 Bargaining Unit for the 2025 Season

The parties agree as follows:

WHEREAS the Employer and the Union recognize the mutual benefit of ensuring fair and consistent terms of employment for seasonal pool staff for the 2025 season

The parties agree as to include the seasonal pool classifications within the CUPE Local 2709 bargaining unit for the period of April 1, 2025 to September 30, 2025, unless otherwise mutually agreed upon in writing.

The parties acknowledge that all seasonal pool staff covered under this agreement are hired on a term certain basis and shall have no expectation of continued employment beyond the 2025 season.

Pursuant to Article 1.02 UNION RECOGNITION AND BARGAINING UNIT and ARTICLE 23.03 New Classifications the Employer will institute six (6) new classifications and wage rates to be included in the Schedule "A" – Pay Grid:

Classification	Hourly Wage (2025)	Jan 1 2025 \$1.20/hr market adjustment	Jan 1 2025 4.00%
Aquatic Coordinator	\$28.00 (under review)	\$29.20	\$30.37
Aquatic Programmer	\$26.00 (under review)	\$27.20	\$28.29
Lead Cashier	\$21.50 (under review)	\$22.70	\$23.61
Aquatic Deck Leader	\$22.50 (under review)	\$23.70	\$24.65
Aquatic Instructor Lifeguard	\$20.00 (under review)	\$21.20	\$22.05
Aquatic Lifeguard	\$19.50 (under review)	\$20.70	\$21.53
Program Attendant	\$17.98 (under review)	\$19.18	\$19.95

Seasonal pool staff shall be subject to the terms and conditions outlined in the current collective agreement between CUPE Local 2709 and the Employer, except as otherwise mutually agreed upon.

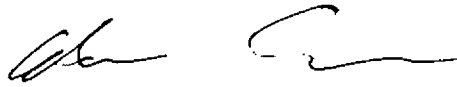
With respect to *Article 14.01 c) Notwithstanding the provisions of 14.01 (a) and (b) the Employer and the Union may vary the start-quit times* the hours of work are scheduled between 5:00 am and 10:00 pm when the Community Pool is in operation.

The pool employees will be provided with a standard pool uniform and outdoor head protection (hat) affixed with the Armstrong Spallumcheen Pool Logo with associated costs being covered by the Armstrong Spallumcheen Parks and Recreation Commission budget.

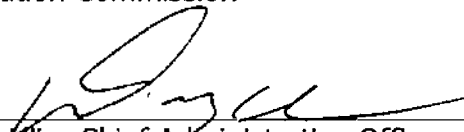
This Letter of Understanding is entered into on a without prejudice and without precedent basis and shall not be relied upon by either party in any future negotiations, discussions, or proceedings.

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 7th day of _____, 2025.

ON BEHALF OF:
THE ARMSTRONG-SPALLUMCHEEN
PARKS AND RECREATION COMMISSION



Andrew Casson, Chair
Armstrong Spallumcheen Parks and
Recreation Commission



Doug Allin, Chief Administrative Officer
Interim Service Manager
Armstrong Spallumcheen Parks and
Recreation Commission

ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2709



Scott Jenson, Local President



Anders Nordling, Bargaining Committee



Juli Nordstrom, Bargaining Committee

