

COLLECTIVE AGREEMENT

BETWEEN

DISTRICT OF HOPE

AND

**CANADIAN UNION OF PUBLIC
EMPLOYEES
LOCAL 458**

JANUARY 1, 2012- DECEMBER 31, 2015

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BETWEEN:

DISTRICT OF HOPE
(Hereinafter called the "Employer")

PARTY OF THE FIRST PART;

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 458
(Hereinafter called the "Union")
Chartered by the Canadian Union of Public Employees

PARTY OF THE SECOND PART.

ARTICLE 1 - PREAMBLE

The purpose of this Agreement is to secure for the Employer, the Union and the *Employees* of the Employer, the full benefit of orderly and legal collective bargaining and to ensure, to the utmost extent possible, the safety and physical welfare of the *Employees*, economy of operation, quality and quantity of output and protection of property. It is recognized by the Agreement to be the duty of the Employer and the Union and the *Employees* of the Employer to co-operate fully, individually and collectively for the advancement of said conditions.

The Employer and the Union agree to abide by the terms set out in this Agreement. The Union further agrees that it will, at all times, instruct its members to act in accordance with the terms contained in this Agreement. The Employer agrees, in the exercise of the functions of Management, that the provisions of this Agreement will be carried out.

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 part or parties hereto so require.

ARTICLE 2 - DEFINITIONS

- (a) When used in this Agreement, a “day actually worked” or a “day worked” is any twenty-four (24) hour calendar day period on which an *Employee* actually performs work for the Employer irrespective of the number of hours that an *Employee* actually works on that day (i.e. a “day actually worked” or a “day worked” is inclusive of all straight-time hours actually worked, overtime hours actually worked and call-out hours actually worked on that day, but is exclusive of time that an *Employee* is on stand-by and is not called out to work).
- (b) **“Employee”** shall mean a person who is an “Employee” as defined in the Labour Code.
- (c) **“Regular Employee”** means an Employee who is employed on a full-time or part-time basis in a regular (on-going) position and who has successfully completed probation pursuant to Article 9, Clause (c).

Regular employees shall be paid at the rate of ninety percent (90%) of the applicable Schedule “B” rate for the first one hundred and twenty (120) days actually worked. This requirement may be waived on a case-by-case basis, on the request of either party and with the mutual agreement of the parties, which agreement shall not be unreasonably denied by either party.

After successfully completing probation, regular employees (i.e. regular full-time and Regular Part-Time Employees) shall have “start date” seniority based upon their most recent date of employment as a regular employee, subject to the bridging provisions contained in Article 2(g)(ii).

- (d) **“Probationary Employee”** means any Employee who has not successfully completed probation pursuant to Article 9, Clause (c).
- (e) **“Regular Full-Time Employee”** means a Regular Employee who is normally and regularly scheduled to work the full-time hours that apply to the Employee’s classification per Article 12, Section 1, Clause (a) and (b) of this Agreement.

Regular full-time employees shall be entitled to all of the terms and conditions of this Agreement, other than seniority, after completing sixty-five (65) days actually worked, provided that all insured health benefits under Article 19 shall be effective the first of the month following completion of sixty-five (65) days actually worked.

A Regular Employee who was employed as a Time Duration Employee immediately prior to his/her appointment to a regular position and who receives his/her regular appointment without any break in service, shall be entitled to enrolment in the following benefit plans under Article 19: Medical Services and Extended Health Plans [Article 19(a)], the Group Life Insurance Plan [Article 19(a)] .and the Dental Plan [Article 19(b)], provided the Employee worked

sufficient time before receiving the regular appointment to meet the normal qualification requirements for such plans as set out in Article 2(c).

- (f) **“Regular Part-Time Employee”** means a Regular Employee who is normally and regularly scheduled to work less than the full-time hours that apply to the employee’s classification per Article 12, Section 1, Clause (a) and (b) of this Agreement.
- (i) Regular Part-Time Employees, who are normally and regularly scheduled to work twenty-one (21) hours or more per week, shall be entitled to all of the terms and conditions of this Agreement, other than seniority, after completing sixty-five (65) days actually worked, provide that:
- All insured health benefits under Article 19 shall be effective the first of the month following completion of sixty-five (65) days actually worked.
 - Statutory holiday pay shall be prorated in accordance with the formulae for calculating statutory holiday pay set out in the Employment Standards Act.
 - Vacation, sick leave, and all the other provisions of this Agreement, shall be prorated in proportion to the percentage (%) of the applicable full-time hours that the Employee normally and regularly works at straight time.
- (ii) After completing sixty-five (65) days actually worked, Regular Part-Time Employees, who normally and regularly work less than twenty-one (21) hours per week, shall be paid ten percent (10%) of their gross earnings in lieu of all of the other terms and conditions of this Agreement to which they are not eligible (for example, without limiting generality: vacation, sick leave, medical, dental, extended health benefits, etc.). Statutory holiday pay shall be prorated in accordance with the formulae for calculating statutory holiday pay set out in the Employment Standards Act.
- (g) **“Time Duration Employee”** means an Employee who is hired to augment the regular staff or who is employed for a limited duration not exceeding one hundred and twenty (120) days actually worked without a break in service. The period of employment for any Time Duration Employee may be extended by the mutual agreement of the parties, in writing, which agreement shall not be unreasonably denied.

The above one hundred and twenty (120) day time limit that governs the employment of time duration employees shall not apply where an Employee is hired to augment staff who are absent on maternity, sick leave, leave for Union business, or Workers Compensation.

- (i) After successfully completing probation, Time Duration Employees shall have “start date” seniority based upon their most recent date of employment as a time duration employee.
- (ii) Time Duration Employees lose their seniority when they have a break in service of longer than fourteen (14) calendar days. When a Time Duration Employee ends one time duration assignment and within fourteen (14) calendar days is appointed to a regular position or commences another time duration assignment, the Employee’s seniority is “bridged” (i.e. they retain their previous start date seniority).
- (iii) Time Duration Employees may request unpaid leave up to fourteen (14) calendar days in lieu of vacation time off under Article 14. Approval of such requests may be granted by the Employer subject to operational requirements, which approval shall not be unreasonably denied.
- (iv) Time Duration Employees shall be eligible for unpaid leave in lieu of the time off provisions of Article 16, Clauses (a), (b), (d), (e), (g), (h) and (i).
- (v) Time Duration Employees shall not be eligible for any of the other terms and conditions of this Agreement save and except as follows: Articles 1; 2; 3; 4; 5; 6; 7; 8; 9; 10; 12; 13; 15; 17 except Clause (f); 18; 19(k); 20; 21(a), 21(b) & 21 (f); 22; 25; and Schedule “B”.
- (vi) Time Duration Employees may be covered by LOU #6, Modified Work Week, when the Employer and the Union mutually agree to do so on a case by case basis.
- (vii) After completing sixty-five (65) days actually worked, Time Duration Employees shall be paid ten percent (10%) of their gross earnings in lieu of all of the terms and conditions of this Agreement to which they are not eligible (for example, without limiting generality: vacation, medical, dental, extended health benefits, etc.).
- (viii) Time Duration Employees shall be paid at the rate of ninety percent (90%) of the applicable Schedule “B” rate for the first one hundred and twenty (120) days actually worked. This requirement may be waived on a case by case basis, on the request of either party and with the mutual agreement of the parties, which agreement shall not be unreasonably denied by either party.
- (ix) Should a Regular Employee accept a time durated position, their status shall be a Regular Employee in a time durated position. Upon conclusion of the time durated position, they shall have the right to revert to their regular position without loss of seniority.

- (h) **“Casual Employee”** means an Employee who is employed to replace other Employees who are absent from work for up to ninety (90) consecutive calendar days without a break in service. The period of employment for any casual employee may be extended by the mutual agreement of the parties, in writing, which agreement shall not be unreasonably denied. Casual employees may also be employed when the Employer has an immediate need to fill a position until the expiration and subsequent hiring resulting from a posting.
- (i) The employment of any Casual Employee is at the Employer’s discretion, provided in the case of termination that the standard of just cause to apply is suitability for continued employment.
 - (ii) After completing nine hundred and sixty (960) hours actually worked [eight hundred and forty (840) hours for Employees who work or who average thirty-five (35) hours per week], casual employees shall accumulate seniority (i.e. cumulative casual seniority) based upon their hours actually worked as a Casual Employee. Casual employees may only rely on their cumulative casual seniority when applying for posted vacancies filled under Article 10(b). Casual employees may not “leap frog” any Regular Employee’s seniority. In the event that this would occur, the Casual Employee shall be given a cumulative casual seniority date that falls immediately below the most junior current Regular Employee’s seniority date. Cumulative casual seniority is lost when a Casual Employee has not actually performed any work for the Employer for fourteen (14) calendar days.
 - (iii) Casual Employees shall not be eligible for any of the other terms and conditions of this Agreement, save and except as follows: Articles 1; 2; 3; 4; 5; 6; 7; 8; 10; 12; 13; 16(a), 16(b) & 16(h); 17 except Clauses (e) & (f); 18; 20; 21(a) & 21(f); 22; 25; and Schedule “B”.
 - (iv) After completing sixty-five (65) days actually worked, Casual Employees shall be paid ten percent (10%) of their gross earnings in lieu of all of the terms and conditions of this Agreement to which they are not eligible (for example, without limiting generality: vacation, sick leave, medical, dental, extended health benefits, etc.).
 - (v) Casual Employees shall be paid at the rate of ninety percent (90%) of the applicable Schedule “B” rate for the first one hundred and twenty (120) days actually worked. This requirement may be waived on a case-by-case basis, on the request of either party and with the mutual agreement of the parties, which agreement shall not be unreasonably denied by either party.

- (i) **“Student Employee”** means an Employee hired on the basis of the Summer Student Position Description that forms part of this Agreement.

All Student Employees shall be hired at the student rate. It is agreed that Student Employees shall not be entitled to fringe benefits other than those to which a person becomes entitled by reason of statute. The employment of any Student Employee is at the Employer’s discretion, provided in the case of termination that the standard of just cause to apply is suitability for continued employment. A Student Employee shall accumulate seniority provided that such seniority is lost when a Student Employee has not actually performed any work for the Employer for fourteen (14) calendar days.

- (j) **“Work Experience Student”** shall mean a student in school wishing to gain work experience within the municipal field.

This individual shall not be entitled to any wages or benefits but will be allowed to job shadow a Regular Employee and perform as their ability dictates all jobs currently allowed under the Letter of Understanding Work Experience Students/Job Shadowing.

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

- (a) **Recognition**

The Employer recognizes the Canadian Union of Public Employees, Local No. 458, as the sole and exclusive collective bargaining agency for all of its *Employees*, save and except those listed in Schedule “A” of this Agreement, or who are excluded by the Labour Relations 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 relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

- (b) **Employee Agreements**

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 management, and the operation of, and the direction of the working force is vested exclusively in the Employer.

ARTICLE 5 - UNION SECURITY

All *Employees* of the Employer covered by the Union's Certification, shall after thirty (30) days, as a condition of continuing employment, become and remain members in good standing of the Union, according to the Constitution and Bylaws of the Union. All future *Employees* of the Employer shall, as a condition of continued employment, become and remain members in good standing of the Union.

The Employer shall ensure that newly hired *Employees* are personally introduced to a Union shop steward shortly after they commence work (subject to operational requirements) and shall allow a brief period of time [maximum ten (10) minutes] for the *Employee* and the shop steward to chat at the time of such introduction.

ARTICLE 6 - CHECK-OFF OF UNION DUES

- (a) The Employer shall deduct from every *Employee*, after receiving a signed undertaking, any monthly dues, initiations, or assessments levied, in accordance with the Union Constitution and/or Bylaws, and owing by him to the Union.
- (b) The Employer agrees to deduct from the earnings of the *Employee* such dues, fees and assessments and shall forward to the Union the total 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.
- (c) Use of CUPE National's Direct Dues Remittance Procedure is permitted.

ARTICLE 7 - LABOUR/MANAGEMENT RELATIONS

(a) Representation

No individual *Employee* or groups 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) **Joint Labour Management Committee**

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

(c) **Function of Joint Labour Management Committee**

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

(d) **Representative of Canadian Union of Public Employees**

The Union shall have the right at any time to have the assistance of a representative 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 reasons for it.

(e) **Meeting of the Joint Labour Management Committee**

In the event either party wishes to call a meeting of the Joint Labour Management Committee, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than six (6) calendar days after the request has been given, unless otherwise mutually agreed.

(f) **Time Off for Meeting**

Any representative of the Union on the Joint Labour Management Committee, who is in the employ of the Employer, shall have the privilege of attending the Joint Committee meetings held within working hours without loss of remuneration.

(g) **Technical Information**

The parties agree to provide to each other, on request, technical information regarding job descriptions, job classifications, wage rates, pension and welfare plans, etc., required for collective bargaining purposes.

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 arbitral, 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:

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

Step Two:

If the grievance is not satisfactorily settled at Step One, the grievance 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 (10) working days from receiving the Step Two response. The Chief Administrative Officer shall 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 3.

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

Arbitration

- (a) A Board of Arbitration or a single Arbitrator, if 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(s). 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.
- (b) In the event the Board of Arbitration finds that an *Employee* has been dismissed or suspended for other than proper cause, the Board of Arbitration may direct the Employer to reinstate the *Employee* and pay to the *Employee* a sum equal to his or her wages or salary lost by reason of such suspension or discharge or such lesser sum as in the opinion of the Board of Arbitration is fair and reasonable or make such other order as it considers fair and reasonable, having regard to the terms of the Collective Agreement between the parties.

ARTICLE 9 - SENIORITY

(a) Seniority Defined

Seniority applies to service in the bargaining unit pursuant to the applicable provisions of this Agreement.

(b) Seniority List

The Employer shall maintain a seniority list showing each *Employee's* seniority. An up-to-date seniority list shall be sent to the Union annually, upon request.

(c) **Probation Period**

All newly hired *Regular Employees* and *Time Duration Employees* shall serve an initial probation period for the first nine hundred and sixty (960) hours they actually work [eight hundred and forty (840) hours for *Employees* who work or who average thirty-five (35) hours per week] to determine suitability for continued employment, in the opinion of the Employer.

- (i) The Employer and the Union may, at the request of either party, mutually agree to extend any *Employee's* probation period by up to an additional four hundred and eighty (480) hours [or up to four hundred and twenty (420) hours, as applicable] when circumstances warrant. Neither party shall unreasonably refuse to grant an extension under this clause.
- (ii) *Time Duration Employees*, who have not successfully completed probation at the time they are appointed, to a regular position or another time duration position must complete their probation after being so appointed. In addition they are concurrently covered by the trial period provisions of Article 10(c). *Time Duration Employees*, who have a break in service of longer than fourteen (14) calendar days prior to being appointed to a regular position or another time duration position must complete a full probationary period after being so appointed.
- (iii) *Casual Employees* who are appointed to either a time duration position or a regular (on-going) position shall serve probation after being so appointed. After successfully completing probation, they shall have "start date" seniority based upon their initial date of their appointment as a *Time Duration Employee* or *Regular Employee*, as applicable.

(d) **Probationary Employees**

Seniority shall apply after successful completion of probation subject to the applicable provisions of this Agreement.

(e) **Loss of Seniority**

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

(f) **An Employee shall only lose his seniority in the event:**

- (i) He is discharged for just cause and not reinstated;
- (ii) He resigns;
- (iii) He is absent from work without sufficient cause or without notifying the Employer when such notice is reasonably possible;

- (iv) He fails to return to work within seven (7) calendar days following a layoff and after being notified 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) He is laid off for a period of six (6) months if he has less than one (1) year non-consecutive accumulated service or he is laid off for a period of one (1) year if he has more than one (1) year non-consecutive accumulated service.
- (g) Loss of seniority shall mean loss of all rights as an *Employee*.
- (h) **Transfer Outside Bargaining Unit**

No *Employee* shall be transferred to a permanent position outside the bargaining unit without his consent. It is understood and agreed that an *Employee* who consents to transfer, for any reason, to a position which he knows to be outside the bargaining unit, shall not then initiate proceedings to have that position included in the bargaining unit.

ARTICLE 10 - PROMOTIONS AND STAFF CHANGES

- (a) **Job Postings**
- (i) It is agreed and understood, where vacancies exist or new positions are created, notice thereof will be posted on the Bulletin Boards and a copy mailed to the Secretary of the Union, a period of fourteen (14) calendar days before the appointment is made. Such postings and notices are to contain the following information: a description of the position, the employment status of the successful applicant, required ability, wage rate or salary range. The initial hours of work shall be contained in the posting for informational purposes only, subject to change.
 - (ii) Any vacancy longer than ninety (90) calendar days shall be posted if it is known in advance.
 - (iii) The Employer shall fill posted vacancies as soon as operationally possible after the posting period expires.
 - (iv) The Employer may advertise vacancies externally, coincidental with posting internally.

- (v) *Employees* who wish to be considered for a particular vacancy in an on-going regular full-time position that might be posted during their vacation time off, shall make their desire known, in writing to the Chief Administrative Officer or delegate prior to leaving on their vacation, stating the particular on-going regular full-time vacancy for which they wish to be considered. It will be the *Employee's* responsibility to notify the Employer if they wish to be considered under this Section (v) each time they go off on vacation (i.e. previous notifications will not apply).

(b) **Method of Making Appointments**

In making promotions and transfers, the required knowledge, ability and skills for the position shall be the primary consideration, and where two or more applicants are equally capable of fulfilling the duties of the position, seniority, as defined in the Agreement, shall be the determining factor; however, it is understood that, in all instances, present *Employees* shall be given preference when suitably qualified.

(c) **Trial Period**

- (i) When, for any reason, a *Regular Employee* or a *Time Duration Employee* is placed in a different regular or time duration position, as applicable, the *Employee* shall be familiarized in such new position.
- (ii) When, for any reason, a *Regular Employee* or a *Time Duration Employee* is placed in a different regular or time duration position, as applicable, the *Employee* shall also be on trial for up to four hundred and eighty (480) straight-time hours (not overtime) actually worked [four hundred and twenty (420) straight-time hours for *Employees* who work or who average thirty-five (35) hours per week], in order to prove satisfactory in the new position. If during this trial period the Employer finds the *Employee* unsatisfactory, or the *Employee* wishes to return to his/her former position, the *Employee* shall return to his/her previous regular position and wage rate without loss of seniority, and all other *Employees* who are affected shall be returned to their former positions and wages rates, without loss of seniority (it is understood in this eventuality that *Time Duration Employees* and *Casual Employees* who were promoted as a result of the original staff change shall return to their former time duration or *Casual Employee* status, as applicable).

(d) **Resignation**

An *Employee* shall be required to give not less than 2 weeks notice of his intention to resign, whenever possible.

(e) **Dismissal**

Any *Employee* may, for proper cause, be dismissed without notice, and subject to Statutory Regulations, may be deprived of benefits that he would otherwise receive on retirement or, at the discretion of the Employer, may receive such notice and benefits as the Employer may authorize, provided, however, that any *Employee* so dismissed shall have the right to grieve (Article 8).

(f) **Notification to Union**

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

ARTICLE 11 - LAYOFFS RECALL PROCEDURES AND SEVERANCE PAY

(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) **Advance Notice of Layoff**

Unless legislation is more favourable to the *Employees*, the Employer shall notify *Regular Employees*, who are to be laid off, ten (10) 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 ten (10) full days after notice of layoff, he shall be paid in lieu of work for that part of ten (10) 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 the previous paragraph, but in no case may the notice of layoff be shortened.

(c) **No new Employees**

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

(d) **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* within the classification in which the Employer determines the reductions will occur 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.

Upon written notification, an *Employee* subject to layoff or an *Employee* who is bumped under this clause, may displace an *Employee* with less seniority in any classification providing he is capable of doing the job of the *Employee* he is displacing.

If an *Employee* bumps into another classification, the *Employee* who bumps into another classification shall be paid the wages for that classification.

Employees shall have the right to refuse recall to a part time position without loss of future recall rights. Should an *Employee* chose to return to a part time position they shall be offered any arising fulltime vacancy they would have been recalled to had they remained on the recall list.

A *Regular Employee* who has received written notice of layoff shall, within five (5) calendar days, elect to exercise his seniority rights for bumping purposes, or accept layoff.

If the *Employee* accepts layoff, he shall within thirty (30) calendar days from the effective day of layoff, elect to either retain seniority rights of layoff and recall or accept severance pay.

Upon acceptance of severance pay, all seniority rights and rights of 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.

Entitlement to, and severance pay for each *Regular Employee* will be as follows:

- (i) Three (3) days pay for each year of service up to and including five (5) years of service;
- (ii) Five (5) days pay for each year of service after six (6) years of service;
- (iii) The maximum number of days pay for severance will be ninety (90) days pay.

Part time service shall be calculated on a pro-rated 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 - Hours Of Work

- (a) The regular hours of work for inside *Employees* of the Employer shall be seven (7) hours per day, 8:30 a.m. – 4:30 p.m., with one (1) hour off for lunch, Monday through Friday inclusive. Payment for overtime worked shall be in accordance with Article 12, Section 2 (a) to (h) of this Agreement and shall be paid when an inside *Employee* is required to work in excess of seven (7) hours in the regular work day, or thirty-five (35) hours in the regular work week, or for the work performed on their regular days of rest.

Inside *Employees* are allowed to work irregular hours between 8:00 a.m. and 5:00 p.m. upon mutual agreement of the Employer and the Union.

- (b) The regular hours of work for outside *Employees* shall be eight (8) hours per day, 7:30 a.m. - 4:30 p.m., with one (1) hour off for lunch, Monday through Friday inclusive. Notwithstanding Article 12, Clause (c), all *Employees* required to work in excess of eight (8) hours per day or forty (40) hours per week shall receive overtime rates of pay as provided in Article 12, Section 2 (a) to (h) of this Agreement.
- (c) The Employer shall have the right to establish regular shifts other than the regular day shift. Any *Employee* required to work a shift, except emergencies, other than the shift posted on the schedule, shall receive forty-eight (48) hours notice of change of shift.
- (d) Notwithstanding Article 12 Section 1 (c) above where “Road Patrol” duties are required for winter operations, only the one person designated for “Road Patrol” shall receive twelve (12) hours notice of change of shift.
- (e) It shall be the duty of all *Employees* to report to work on each and every workday, at the prescribed hours, as set out in the hours of work schedule posted. Failure of *Employees* to comply with the provisions of the clause will result in disciplinary action by the Employer; provided, however, that where an *Employee* is unable to report personally because of sickness, he will notify his immediate superior or some other official of the Employer, by telephone, prior to the commencement of the working day, if possible.
- (f) Where an *Employee* reports for a shift and no work is available, such *Employee* shall be paid for a minimum of two (2) hours; and, in the event the *Employee* commences work, a minimum of four (4) hours shall be paid.
- (g) *Employees* who work a shift comprising of more than five (5) consecutive straight-time hours actually worked shall be entitled to two (2) fifteen (15) minute coffee breaks – one (1) in the first half of his/her shift, the other in the second half of the shift.

(h) **Shift Differential**

Employees working between the hours of 10:00 pm and 5:00 am shall receive a premium of fifty cents per hour for all hours worked between those times.

Section 2 - Overtime Rates

(a) **Definition of a Day and a Week**

For the purpose of computing overtime pay, the end of the day shall be midnight and the end of the week shall be 12:00 midnight on Sunday. This definition of a week is not intended to alter in any way the definition of the work week in Section 1 (a) and (b) of this Article (12).

(b) All overtime shall be on a voluntary basis.

(c) Every effort will be made to distribute overtime and call out time on an equitable basis among *Employees* who are willing and qualified to perform the available work.

(d) All work in excess of the standard work day (i.e. 7 or 8 hours) or the standard work week (35 or 40 hours), as the case may be, shall be paid for at double time (2X).

(e) Any *Employee* who is called to work from his residence outside of his regular scheduled working hours shall be considered to have been called out and shall receive overtime rates of pay, as provided in Article 12, Section 2 (d) of this Agreement, or a minimum of two (2) hours of pay at overtime rates of pay, whichever is greater. Time worked shall be computed from the time he reports to work until he is instructed to cease work.

(f) Where an *Employee* is required to work on a Statutory Holiday, such *Employee* shall be compensated by the payment of double time (2X) the regular hourly rate for the hours worked, exclusive of any regular pay to which the *Employee* may be entitled by the provisions of this Agreement.

(g) **Standby Pay**

Regular Employees who are authorized by their immediate supervisor to standby for extra duty, and who are qualified to do the work required, shall be paid on the following basis:

(i) Two (2) hours' pay for sixteen (16) non-working hours on a weekday. Standby shall be calculated from 4:30 p.m. of the first (1st) day to 7:30 a.m. of the following day.

- (ii) To be paid the equivalent of four (4) hours' pay of their base rate for each twenty-four (24) hour period on weekends and statutory holidays. If an *Employee* on standby during this period is called out, they shall be paid at overtime rates for the actual hours worked. Weekend and statutory holidays' standby shall be calculated from 7:30 a.m. of the first (1st) day to 7:30 a.m. of the second (2nd) day.
- (iii) It is agreed that standby time shall be equally distributed among the *Regular Employees* who are qualified and willing to perform the duties.

Section 3 - Special Instances When Overtime Rates Shall Apply

(a) Work Prior to Normal Hours

If an *Employee* is required by notice, whether orally or in writing, given on the same day, to report to work earlier than the normal hour of commencing his day's work and he continues to work his shift for that day, then the time so worked prior to his regular hours shall be paid at the overtime rate.

(b) Work After Normal Hours

If time worked extends without interruption beyond the end of the day or week, then the time so worked shall not be considered as part of the new day or week, but shall be continuous with the time worked prior to the end of the day or week.

Section 4 - Overtime In Lieu

The *Employee* shall be given the option of taking time off in lieu of overtime to a maximum of hundred and twenty (120) hours [one hundred and five (105) hours in the case of *Employees* who work or who average thirty-five (35) hours per week] per calendar year. Such time off shall be taken at a mutually agreed time, but shall normally be taken at slack periods. *Employees* shall declare in writing his preference of pay or overtime in lieu. Overtime in lieu may be taken in the year it is earned or up to the end of the following year. Any unused time shall then be paid out in cash, at the rate at which it was earned.

Section 5 – Emergencies

In the case of emergencies:

- (i) which will result in overtime work being performed by an *Employee*, and
- (ii) for which the Employer receives compensation from the Emergency Management BC, or equivalent.

The compensation associated with the overtime work performed will be paid out in the next pay period at the applicable rate [i.e., the *Employee(s)* cannot bank the overtime compensation in order to be taken as time off in lieu at a later date]. Overtime not subject to compensation by the Provincial Emergency Program is unaffected and is covered by the applicable provisions of Clause 12(4) above.

ARTICLE 13 - HOLIDAYS

Section 1

- (a) All *Employees* of the Employer shall be granted payment for all Statutory Holidays and for any day, which the Council of the Employer may declare a public holiday.

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 statutory holiday and the following regular scheduled working day, to be entitled to statutory holiday pay.

- (b) In the interpretation of this Article, the following are the statutory holidays, which shall apply:

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

and any other general holiday proclaimed by the Federal, Provincial or Municipal government.

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

Section 2

When Statutory Holidays or public holidays declared by the Council of the Employer occur while an *Employee* is on annual holiday, extra days in lieu of such holidays shall be granted.

ARTICLE 14 - ANNUAL VACATIONS

Section 1

Paid annual vacations for all *Regular Full-Time Employees* and *Regular Part-Time Employees* who normally and regularly work twenty-one (21) hours or more per week shall be as follows:

- (a) During the *Employee's* first (1st) year of continuous service: eighty (80) hours of annual vacation at the *Employee's* regular rate of pay [seventy (70) hours in the case of *Employees* who work or who average thirty-five (35) hours per week], or four percent (4%) of the *Employee's* annual gross earnings, whichever is greater.
- (b) During the *Employee's* second (2nd), third (3rd), fourth (4th), fifth (5th), sixth (6th), seventh (7th) year of continuous service: one hundred and twenty (120) hours of annual vacation at the *Employee's* regular rate of pay [one hundred and five (105) hours in the case of *Employees* who work or who average thirty-five (35) hours per week], or six percent (6%) of the *Employee's* annual gross earnings, whichever is greater.
- (c) During the *Employee's* eighth (8th) year of continuous service to and including their sixteenth (16th) year of continuous service: one hundred and sixty (160) hours of annual vacation at the *Employee's* regular rate of pay [one hundred and forty (140) hours in the case of *Employees* who work or who average thirty-five (35) hours per week], or eight percent (8%) of the *Employee's* annual gross earnings, whichever is greater.
- (d) During the *Employee's* seventeenth (17th) year of continuous service: two hundred (200) hours of annual vacation at the *Employee's* regular rate of pay [one hundred and seventy five (175) hours in the case of *Employees* who work or who average thirty-five (35) hours per week] or ten percent (10%) of the *Employee's* annual gross earnings, whichever is greater.
- (e) During the *Employee's* eighteenth (18th) year of continuous service: two hundred and eight (208) hours of annual vacation at the *Employee's* regular rate of pay [one hundred and eighty two (182) hours in the case of *Employees* who work or who average thirty-five (35) hours per week], or ten percent (10%) of the *Employee's* annual gross earnings, whichever is greater.
- (f) During the *Employee's* nineteenth (19th) year of continuous service: two hundred and sixteen (216) hours of annual vacation at the *Employee's* regular rate of pay [one hundred and eighty nine (189) hours in the case of *Employees* who work or who average thirty-five (35) hours per week], or ten percent (10%) of the *Employee's* annual gross earnings, whichever is greater.

- (g) During the *Employee's* twentieth (20th) year of continuous service: two hundred and twenty-four (224) hours of annual vacation at the *Employee's* regular rate of pay [one hundred and ninety six (196) hours in the case of *Employees* who work or who average thirty-five (35) hours per week], or eleven percent (11%) of the *Employee's* annual gross earnings, whichever is greater.
- (h) During the *Employee's* twenty-first (21st) year of continuous service: two hundred and thirty-two (232) hours of annual vacation at the *Employee's* regular rate of pay [two hundred and three (203) hours in the case of *Employees* who work or who average thirty-five (35) hours per week], or eleven percent (11%) of the *Employee's* annual gross earnings, whichever is greater.
- (i) During the *Employee's* twenty-second (22nd) year of continuous service and during all subsequent years of service: two hundred and forty (240) hours of annual vacation at the *Employee's* regular rate of pay [two hundred and ten (210) hours in the case of *Employees* who work or who average thirty-five (35) hours per week] or twelve percent (12%) of the *Employee's* annual gross earnings, whichever is greater.
- (j) *Regular Part-Time Employees* who are normally and regularly scheduled to work more than twenty-one (21) hours per week shall have the above hourly equivalents prorated in proportion to the percentage (%) of the applicable full-time hours that each such *Employee* normally and regularly works at straight time.
- (k) For purposes of this Article 14, "continuous service" includes the following:
 - (i) All service since a *Regular Employee's* last date of hire as a *Regular Employee*.
 - (ii) A *Regular Employee*, who was employed as a *Time Duration Employee* immediately prior to his/her appointment to a regular position and who receives his/her regular appointment without any break in service, shall be credited with his/her continuous service as a *Time Duration Employee* (i.e. the *Employee* shall, for vacation purposes, be credited with his/her immediately occurring continuous service as a *Time Duration Employee*, provided there is no break in such time duration service).
 - (iii) Paid vacation time off, paid statutory holiday time off, paid sick leave, and all time spent on other paid leaves (when the *Employee* continues to be paid by the Employer, including Union leave when the Union reimburses the Employer's cost).

- (iv) Unpaid leave of longer than thirty (30) consecutive calendar days duration, irrespective of type, is not included as service for purposes of this Article (14). The *Employee* in question retains all continuous service for vacation purposes which the *Employee* earned prior to going on the unpaid leave, provided that he/she immediately returns to work at the end of the approved leave period.
- (v) Time spent on an approved Workers' Compensation Wage Loss Claim is included as service for purposes of current year's vacation (no proration of current year's vacation entitlement shall apply). Time spent on an approved Workers' Compensation Wage Loss Claim is also included as service for purposes of future vacation entitlements, provided the *Employee* returns to work following such claim.
- (vi) Time spent on an approved Long Term Disability (LTD) claim is not included as service for purposes of an *Employee's* current year's vacation (i.e. a prorated current year's vacation entitlement shall apply). Time spent on an approved LTD claim of two (2) years or less duration is included as service for purposes of future vacation entitlements, provided the *Employee* returns to work within the required two (2) year period. In addition, the *Employee* in question, returns to work within the required two (2) year period, retains all continuous service for vacation purposes which the *Employee* earned prior to going on LTD.
- (vii) Time spent on an approved LTD claim of longer than up to two (2) years duration is not included as service for purposes of this Article (14). An *Employee* who returns to work from LTD after the above two (2) year period also retains all continuous service earned for vacation purposes which the *Employee* earned prior to going on LTD.
- (viii) Time spent on layoff for longer than thirty (30) consecutive calendar days is not included as service for purposes of current year vacation or for purposes of future vacation entitlements after the *Employee* is recalled to regular employment. An *Employee* who returns to work from layoff during his seniority retention (recall) period, retains all continuous service for vacation purposes which the *Employee* earned prior to going on layoff.
- (l) When a Statutory Holiday falls or is observed during an *Employee's* annual vacation, he or she shall be granted an additional day's vacation for each Statutory Holiday in addition to his or her regular vacation time.
- (m) Upon the *Employee's* termination or retirement, *Employees* shall be obligated to repay to the Employer from their final pay, any unearned vacation pay previously paid to them by the Employer.
- (n) *Probationary Employees* are entitled to take vacation only in exceptional circumstances and with the prior approval of the Employer.

- (o) *Employees* who are entitled to one hundred and sixty (160) hours or more vacation in any year [one hundred and forty (140) hours or more in the case of *Employees* who work or who average thirty-five (35) hours per week] may carry over a maximum of eighty (80) hours or a maximum of seventy (70) hours of such entitlement, as applicable, provided:
 - (i) All carried-over vacation time may only be taken at a time that is mutually agreeable to the Employer and the *Employee* involved.
 - (ii) Any carried-over vacation time that is not taken by December 31st of the calendar year following the calendar year in which it is earned, shall be paid out at the rate at which it was earned.
 - (iii) *Employees* who, as at July 31, 2013 have carried-over vacation greater than the applicable level set out above, may keep such greater carry-over. They shall not, however, be entitled to carry over any more unused vacation until such time as their unused vacation carry-over returns to eighty (80) hours or seventy (70) hours, as applicable, at which time they shall be treated the same as other *Employees*.
- (p) The calculation of any *Employee's* vacation pay as a percentage of the *Employee's* annual gross earnings shall be done during the month of January of the following year based on the twenty-six (26) prior consecutive pay periods.
- (q) The vacation entitlement is based on the anniversary date of the *Employee*.
- (r) The Employer shall maintain, and post on a regular basis, a register of all *Employees* indicating their current year vacation entitlement, the balance unused from previous years, the vacation used and their current entitlement balance.

Section 2

Scheduling of Holiday Periods

- (a) *Employees* shall have preference for vacation times based on seniority, provided the *Employee* applies to his immediate supervisor before April 1st in each year and subject to vacations being taken when quantity, regularity and disruption of work will be least impaired as determined by the Employer. The Employer shall notify *Employees* regarding the outcome of such vacation requests, in writing, by April 30th.
- (b) Vacations applied for after April 1st will be approved, subject to the time being available. The Employer shall notify *Employees* regarding the outcome of such vacation requests, in writing, by April 30th or within fourteen (14) calendar days of receiving the request, whichever comes later.
- (c) The Memorandum dated February 15, 2007 entitled "Front Loaded Vacations" is incorporated into this Agreement and is attached as Appendix "A".

ARTICLE 15 - SICK LEAVE

(a) Sick Leave

- (i) For every month of completed service, *Regular Employees* and *Time Duration Employees*, who normally and regularly work twenty-one (21) hours or more per week, shall be granted sick leave as follows:
 - Eligible *Employees* who work full-time hours in the month: twelve (12) hours of sick leave; [ten and one-half (10.5) hours in the case of *Employees* who work thirty-five (35) hours per week or who average thirty-five (35) hours per week].
 - Eligible *Employees* who do not work full-time hours in the month shall be granted sick leave based upon the above entitlements prorated in proportion to the percentage (%) of the applicable full-time hours each such *Employee* normally and regularly works at straight time.
- (ii) *Employees* are also eligible to use up to twenty-four (24) hours [up to twenty-one (21) hours in the case of thirty-five (35) hours per week *Employees*] of their annual sick leave entitlement to attend doctor and/or dentist appointments at times they would otherwise be scheduled to work, provided they have done everything reasonably possible to schedule the applicable appointment on their rest days off (or lieu days off) or they have done everything reasonably possible to schedule such appointment at the end of their shift, so as to minimize the affect of the absence on operations. In addition, the amount of time taken away from work must be kept to the minimum time necessary to attend at the appointment, plus travel (as is reasonable); and the *Employee* must return to work after being so absent, when required to do so by the Employer. Failure to meet the conditions of this subsection (ii) may result in sick leave being denied.
- (iii) New start *Regular Employees* shall be credited with their first monthly earned sick leave entitlement at the end of the month following the month in which they were hired. Thereafter, they may use sick leave they have to their credit even though they are on probation.
- (iv) Eligible *Regular Employees* shall be entitled to accrue all unused sick leave entitlement for their future use, sick leave benefit up to a maximum of nine hundred and sixty (960) hours or eight hundred and forty (840) hours in the case of *Employees* who work or who average thirty-five (35) hours per week.

- (v) Eligible *Employees* shall earn sick leave during paid vacation time off, paid statutory holiday time off, when they are on paid sick leave and all time spent on other paid leaves (when the *Employee* continues to be paid by the Employer, including Union leave when the Union reimburses the Employer's cost). They shall continue to earn sick leave while on Workers' Compensation Wage Loss Claims, but they shall not earn sick leave while on Long Term Disability, while they are on layoff, and during unpaid leaves.

(b) **Medical Certificate**

A medical certificate may be required by the Employer as proof of sickness after two (2) consecutive days absence. Such request will be made, where possible, when the *Employee* reports sick during his period of illness or on his first day back.

- (c) *Employees* shall notify the Employer during the first two (2) working hours of the day or before the work shift commences that sick leave is being used, if reasonably possible.
- (d) Proven abuse of sick leave shall be deemed cause for suspension or dismissal.
- (e) Upon return to work after sick leave, an *Employee* shall complete a time sheet for the period covered by sick leave showing the number of days involved.
- (f) It is agreed that thirty-five percent (35%) of an *Employees'* accumulated sick leave shall be paid out to an *Employees'* beneficiary in the event of his death while on the Employer's payroll.
- (g) *Employees* who are off on sick leave shall, at the expiration of sick leave, be continued on the payroll under the heading of "Leave of Absence Without Pay", for a maximum of twenty-one (21) working days. Further leave of absence without pay may be granted upon written request. These written requests will be acknowledged in writing. If no written request is received by the Employer within the previously mentioned twenty-one (21) work days from such an *Employee* explaining his or her condition, the *Employee's* service will be terminated.

(h) **Family Illness**

When no one at home other than the *Employee* can provide for the needs of an immediate member of his/her family, an *Employee* shall be entitled, after notifying his supervisor, to use a maximum of five (5) accumulated sick leave days per year to care for the member of the family who is ill. The Employer may request a Doctor's note where family illness sick leave is used. It is understood and agreed that this is not an increase in the number of sick days, rather an increase in the family illness allotment.

ARTICLE 16 - LEAVE OF ABSENCE

(a) For Union Business

Representatives of the Union shall not suffer any loss of pay when required by the Employer to leave their employment temporarily in order to carry on negotiations with the Employer or with respect to grievance.

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

(b) Leave for Union Duties

It is agreed that official representatives of the Union may be granted leave of absence without pay, to attend Union conventions or perform 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 for a period of not more than five (5) working days. Such leave of absence shall not affect the *Employee's* seniority and/or benefits contained in this Agreement.

(c) Leave of Absence for Full Time Union or 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 of up to three (3) months without loss of benefits provided the *Employee* pays both the Employer; and *Employee's* share of benefits, so that the *Employee* may be a candidate in federal, provincial or municipal elections.

(ii) An *Employee* who is elected or selected for a full time position with the Union, or any labour body with which the Union is affiliated, shall be granted leave of absence without loss of seniority for a period of one year. Such leave shall be renewed each year, on request during his/her term of office.

(d) Bereavement Leave

(i) Regular full time *Employees* and *Regular Part-Time Employees* who are normally and regularly scheduled to work twenty-one (21) hours or more per week shall be granted paid bereavement leave of forty (40) hours – maximum of eight (8) hours per day taken [a maximum of thirty-five (35) hours – seven (7) hours for each day taken in the case of *Employees* who work or who average thirty-five (35) hours per week] in the case of death of

a spouse (including common-law spouse), child, sister, brother, mother, father, grandparent, grandchild or legal guardian.

- (ii) *Employees* who are covered by clause (i) above, may utilize some or all of their paid bereavement leave entitlement when a member of their immediate family, as named therein, is critically ill or critically injured. It is understood by so doing that the *Employee* is reducing the amount of paid bereavement leave that will be available in the event of death of that particular relative as a result of such critical illness or injury.
- (iii) *Regular Full-Time Employees* and *Regular Part-Time Employees* who are normally and regularly scheduled to work more than twenty-one (21) hours per week shall be granted paid bereavement leave of twenty-four (24) hours – maximum of eight (8) hours per day taken [twenty-one (21) hours – seven (7) hours for each day taken in the case of *Employees* who work or who average thirty-five (35) hours per week] in the case of death of a mother-in-law, father-in-law, brother-in-law or sister-in-law.
- (iv) For *Regular Part-Time Employees* who are normally and regularly scheduled to work more than twenty-one (21) hours per week, the above bereavement leave entitlements shall be prorated in proportion to the percentage (%) of the applicable full-time hours each such *Employee* normally and regularly works at straight time.

(e) **Mourner's Leave**

One-half ($1/2$) days leave may be granted without loss of salary or wages to attend a funeral as a pall bearer or mourner, provided the *Employee* has the approval for such leave from their Supervisor or Department Head.

(f) **Approved Leave of Absence During Vacation**

Where an *Employee* qualifies for sick leave, for 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.

(g) **Jury or Court Duty Leave**

The Employer shall grant leave of absence without pay, but without loss of seniority and benefits to an *Employee* who serves as juror or witness in any court. Time spent by an *Employee* required to serve as a court witness on behalf of the *Employer* in any matter arising out of his employment, shall be considered as time worked at the appropriate rate of pay.

(h) **Maternity, Parental and Adoption Leave**

1. Length of Leave

(i) Birth Mother

A pregnant *Employee* shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to thirty-five (35) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave. In the event the birth mother dies or is totally disabled, an *Employee* who is the father of the child shall be entitled to both maternity and parental leave without pay.

(ii) Birth Father

An *Employee* who is the birth father, shall be entitled to up to thirty-seven (37) consecutive weeks of parental leave without pay. The *Employee* shall take the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the *Employee*.

(iii) Paternity Leave

Employees shall be entitled to one (1) working day with pay upon the birth or adoption of a child. The one (1) day shall be deducted from the accumulated sick leave of the *Employee*.

(iv) Adoptive Parent

An *Employee* who is the adoptive father or the adoptive mother shall be entitled to up to seventeen (17) consecutive weeks of adoption leave without pay.

In addition, an *Employee* who is the adoptive father or the adoptive mother shall be entitled to up to thirty-seven (37) consecutive weeks of parental leave. An *Employee* shall take the parental leave within fifty-two (52) weeks of the date the child comes within the care and custody of the *Employee*.

(v) Extensions – Special Circumstances

An *Employee* shall be entitled to extend maternity leave without pay where a physician certifies the *Employee* as unable to return to work for medical reasons related to the birth or because the child suffers medical complications.

An *Employee* shall be entitled to extend the adoption leave by up to an additional five (5) consecutive weeks' leave without pay where the child, before coming into the *Employee's* care and custody, is certified as suffering from a physical, psychological or emotional condition.

(vi) Maximum Allowable Leave

It is understood that the maximum allowable leave or combination of leave entitlements pursuant to this Article shall be fifty-two (52) continuous weeks.

2. Notice Requirements and Commencement of Leave

- (i) An *Employee* who requests adoption or parental leave may be required to provide proof of adoption or birth of the child.
- (ii) An *Employee* shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. In the case of adoption of a child, the *Employee* shall provide as much notice as possible.
- (iii) The Employer may require a pregnant *Employee* to commence maternity leave where the duties of the *Employee* cannot reasonably be performed because of the pregnancy. In such cases the *Employee's* previously scheduled leave period will not be affected.
- (iv) An *Employee* on maternity leave, adoption or parental leave shall provide four (4) weeks' notice prior to the date the *Employee* intends to return to work.
- (v) An *Employee* who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the *Employee* is able to return to work.
- (vi) Where a pregnant *Employee* gives birth before requesting maternity leave or before commencing maternity leave, the maternity leave will be deemed to have started on the date of birth.

3. Return to Work

On resuming employment, an *Employee* shall be reinstated to their previous position or a comparable position if their previous position has been eliminated, and for the purposes of pay increments and benefits, referenced in Section 5 herein, and vacation entitlement (but not for public holidays or sick leave) maternity and parental leave shall be counted as service. Vacation pay shall be prorated in accordance with the duration of the leave and an *Employee* may elect not to take that portion of vacation, which is unpaid.

4. Sick Leave

- (i) An *Employee* who suffers any illness or disability prior to commencing maternity leave shall be entitled to sick leave benefits.

- (ii) An *Employee*, while on maternity leave, adoption leave or parental leave, shall not be entitled to sick leave benefits during the period of leave.
- (iii) Notwithstanding paragraph 4 (ii), an *Employee* on maternity leave, adoption leave or parental leave who has notified the Employer of their intention to return to work pursuant to Articles 2 (iv) and 2 (v), who subsequently suffers any illness or disability which prevents them from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which the *Employee* would otherwise have returned to work.

5. Benefits

- (i) MSP, dental, EHB and Group Life Insurance benefits shall continue uninterrupted during the period of time the *Employee* is on maternity, adoption and/or parental leave, and the *Employee* shall make arrangements prior to commencing the leave to pay their share of the benefit premiums for that period where the premiums are cost-shared.
- (ii) Pension contributions will cease during the period of the leave unless the *Employee* makes arrangements prior to commencing the leave to pay the contributions pursuant to the provisions of the Municipal Pension Plan.

(i) General Leave

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

ARTICLE 17 - PAYMENT OF WAGES AND ALLOWANCES

(a) Paydays

The Employer shall pay salaries and wages bi-weekly. Each pay day *Employees* shall be provided with an itemized statement of their wages and deductions.

(b) Equal Pay for Equal Work

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

(c) **Pay During Temporary Transfers**

- (i) When an *Employee* temporarily substitutes in, or performs the principle duties of a higher paying position for more than one (1) hour, he shall receive the rate for the job. When an *Employee* is assigned to a position paying a lower rate, such *Employees* shall incur no reduction in pay.
- (ii) When an *Employee* in the bargaining unit accepts an appointment by the Employer temporarily to work in an excluded position, the *Employee* shall be paid his/her regular rate of pay, plus ten percent (10%) of the regular rate of pay of the excluded position, while performing the duties of the excluded position. Bargaining unit *Employees* who temporarily work in an excluded position shall not be personally required to discipline bargaining unit *Employees* but they are required to notify the Employer of disciplinary situations that arise involving bargaining unit *Employees* so that appropriate discipline can be taken. They may also be involved (have input into) the hiring of new bargaining unit *Employees*, although they will not be expected to make final hiring decisions.

(d) **Educational Allowances**

If requested by the Employer, the Employer shall pay full costs of any course of instruction required by the Employer for an *Employee* to better qualify himself to perform his job. *Employees* will be paid as time worked for all hours of any instruction required by the Employer as per the Collective Agreement.

If requested by the *Employee*, the cost of any job related course of instruction that has been approved at the discretion of the Employer shall be reimbursed upon successful completion of the course.

(e) **Professional Fees and Licences**

The Employer shall pay professional or association fees for any *Employee* who is required by the Employer to be a member.

(f) **Mileage Allowance**

The mileage allowance paid under this Agreement shall be in accordance with the rate established by the Canada Revenue Agency.

As conditions of employment, the Employer does not require *Employees* to own a vehicle. When transportation is required, the Employer may provide the *Employee* the use of a vehicle. The *Employee* may, with the approval of the Employer, elect to use his own car at the approved mileage rate. If mutually agreed, for certain positions, the *Employee* may be asked to provide his own transportation.

Where an *Employee* while performing assigned duties is involved in an accident in their personal vehicle and where permission has been obtained beforehand from the Employer for the use of their personal vehicle and, further that the accident is not the fault of the *Employee*, then the employer will reimburse the deductible.

(g) **Payment for Supply of Meals**

An *Employee* required to work more than two (2) hours of overtime shall be provided with a meal allowance of eight dollars (\$8.00).

(h) **Retirement Allowance**

Effective January 1, 2003, an allowance equal to 10 days pay upon retirement at fifty-five (55) years or older (subject to amendments of the Superannuation Act) after a minimum twenty (20) years service.

ARTICLE 18 - JOB CLASSIFICATION AND RECLASSIFICATION

(a) **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 Schedule "B" 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 re-classification 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*.

(b) **Job Descriptions**

The Employer shall provide job descriptions for all current positions and classifications for which the Union is bargaining agent. The descriptions shall be presented to the Union and shall become the recognized job descriptions, unless the Union presents written objection within thirty (30) days.

ARTICLE 19 – BENEFIT PLANS

(a) **Medical Services and Extended Health**

- Medical and Surgical benefits through the Medical Services Plan of B.C.;
- Direct Pay Drug Card (Blue Net Card);

- Extended Health Benefit – Lifetime limit \$1,000,000. In addition to current coverage Extended Health Benefit coverage shall include:
 - Effective the first of the month following July 31, 2013 the Vision Care coverage level shall be increased from four hundred dollars (\$400) every two (2) years to five hundred dollars (\$500) every two (2) years.
 - Hearing aids option up to \$500.00 per family member.
 - Eye examinations for each *Employee* and dependents to a maximum of one hundred dollars (\$100.00) every two years.
 - Prosthetics – no limit except wigs, hair pieces and two (2) brassieres five hundred (\$500.00) lifetime.
 - Current out of province coverage of eligible expenses.
- Group Life Insurance
All *Employees* shall, following completion of their probation period, participate in the Group Life Insurance Plan, as a condition of continued employment. Each participating *Employee* shall have basic life insurance coverage in the greater amount of \$90,000 or two times (2X) such *Employee's* annual salary, rounded upwards to the next higher thousand, and accidental death and dismemberment coverage as defined in the Plan. The Employer shall pay one hundred percent (100%) of the cost of the premium of the basic group life insurance and accidental death and dismemberment coverage. However, all premiums for any optional benefits shall be borne solely by the *Employee*.

(b) **Dental Plan**

The cost of providing these group medical benefits shall be borne one hundred percent (100%) by the Employer.

Plan "A", The Employer shall provide a Dental Plan at one hundred percent (100%).

Plan "B", fifty percent (50%)

Plan "C", fifty percent (50%) with a maximum coverage of \$2500.00.

(c) **Group Benefits**

- (i) The Employer will arrange insurance contracts with one or more carriers for the provision of the benefit plans set out in Articles 19(a) and 19(b). The premium costs for such benefit plans shall be borne one hundred percent (100%) by the Employer.
- (ii) Eligible *Employees* shall be required to participate in such benefit plans as a condition of employment, upon completion of sixty-five (65) days worked, provided that *Employees* shall have the option of opting out of such benefit plans where double coverage exists, upon proof of such equivalent coverage.

- (iii) The insurance contracts entered into by the Employer and the benefit carrier(s) shall apply to all aspects of the benefit levels that are not explicitly stated in this Article (19). Any disputes regarding an *Employee's* eligibility for benefits pursuant to such insurance contract(s) will be a matter that is solely between the insurer and the *Employee*, and the Employer shall have no liability in regard to the outcome of such disputes.
- (iv) *Regular Employees* who are enrolled in the benefit plans under this Article (19) shall continue to be covered when they are off work on annual vacations, sick leave pursuant to Article 15, paid statutory holidays, and during other paid leaves (when the *Employee* continues to be paid by the Employer, including Union Leave when the Union reimburses the Employer's cost).
- (v) *Regular Employees* who are enrolled in the following benefit plans under this Article (19) shall continue on the Medical Services and Extended Health Plans [Article 19(a)], the Group Life Insurance Plan [Article 19(a)] and the Dental Plan [Article 19(b)] when they are on an approved Long Term Disability (LTD) claim of two (2) years or less duration – coverage for other benefits will immediately cease upon commencement of the LTD claim. These benefit plans will cease when the *Employee* is on an approved LTD claim for longer than two (2) years. Provided the carrier's plans permit and subject always to the conditions established by the carrier, *Employees* who are on an approved LTD claim for longer than two (2) years may remain on the Extended Health Benefits Plan (not Group Life Insurance) and the Dental Plan by paying one hundred percent (100%) of the premium costs for such plans, in advance, prior to the first day of each month.
- (vi) *Regular Employees* who are enrolled in the benefit plans under this Article (19) shall remain on such plans (including the continuation of their MSP coverage) when they are off work on an approved Workers' Compensation Wage Loss Claim.
- (vii) *Regular Employees* who are enrolled in the benefit plans under this Article (19) at the time of layoff pursuant to Article 11, shall remain on the benefit plans until the end of the month in which they are laid off. Thereafter, provided the carrier's plans permit and subject always to the conditions established by the carrier, they may remain on the Extended Health Benefits Plan and the Dental Plan by paying one hundred percent (100%) of the premium costs for such plans, in advance, prior to the first day of each month.
- (viii) *Regular Employees* who are enrolled in the benefit plans under this Article (19) and who are on an unpaid leave of thirty (30) consecutive calendar days duration or less, shall continue on the Medical Services and Extended Health Plans [Article 19(a)], the Group Life Insurance Plan [Article 19(a)], and the Dental Plan [Article 19(b)] – coverage for other benefits will cease

upon commencement of the leave. Thereafter, provided the carrier's plans permit and subject always to the conditions established by the carrier, they may remain on the Medical Services Plan, the Extended Health Benefits Plan (excluding Group Life Insurance) and the Dental Plan by paying one hundred percent (100%) of the premium costs for such plans, in advance, prior to the first day of each month.

(d) **Pension Plan**

In addition to the Canada Pension Plan, all *Regular/Probationary Employees* shall on completion of probation, participate in a pension plan under the terms of the Pension Municipal Act. Upon completion of the sixty-five (65) days probation period, the pension contributions shall be backdated to sixty-five (65) days worked.

(e) **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 not less than 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.

(f) It is agreed that there shall be no changes made to the overall group benefit plans in place as of March 12, 2002 except by mutual agreement between the Employer and the Union for the duration of this Collective Agreement.

(g) **Employee Paid Long Term Disability**

The Employer shall administer a 100% Employee paid Long Term Disability Plan.

(h) **Computer Acquisition Program**

The Employer will provide a computer acquisition program, with training opportunities.

(i) **Employee Assistance Program**

Employee Assistance Program to be provided using *Employees'* portion of Employment Insurance rebate to fund. The Employer will continue to pay for the *Employee* Assistance Program out of general revenue. Agree that the *Employee's* portion of any Employment Insurance Premium reduction will be used to offset the cost of benefits provided to *Employees*.

(j) **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.

(k) **Supplementation of Compensation Awards**

An *Employee* prevented from performing his regular work with the Employer on account of an occupational accident that is recognized by the Worker's Compensation Board as compensable within the meaning of the Compensation Act, shall receive from the Employer his regular salary, on the basis of no gain or loss in terms of regular earnings, and authorize WCB to make payment directly to the Employer. It is understood that WCB payments received in error by an *Employee* shall be turned over to the Employer forthwith. The difference between WCB payment and payment to an *Employee* shall be deducted from the sick leave of an *Employee*.

ARTICLE 20 - SAFETY AND HEALTH

(a) **Co-operation on Safety**

The Union and the Employer shall co-operate in continuing and improving 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 three (3) representatives appointed by the Employer and up to three (3) representatives appointed by the Union.

(c) **Meetings of Committee**

The Safety and Health Committee shall hold meetings as requested by the Union or by the Employer 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 goggles, toe slip-ons, reflective vests and hip waders.

- (i) The *Employee* is responsible for providing:
 - clothing needed for protection against the natural elements;
 - general purpose work gloves and appropriate footwear, including safety footwear.
- (ii) The Employer is responsible for providing, at no cost to the *Employee*, safety head gear, and all other items of personal protective equipment required by Workers' Compensation Regulations.

(e) **Pay for an Injured Employee**

An *Employee* who is injured at work during working hours and is required to leave for treatment 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.

(f) **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.

(g) **Human Rights**

(i) **Discrimination**

The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any *Employee* in the matter of hiring, wage rates, training, upgrading, promotions, transfers, layoff, discipline, discharge or otherwise by reason of age, race, creed, colour, physical handicap, national origin, political or religious affiliation, sex, sexual orientation, family status or marital status; nor by reason of their membership in the Union. This article shall not apply to normal retirement in accordance with the Municipal Pension Plan.

The application of the foregoing shall be subject to Section 13(4) of the Human Rights Code of B.C. that requires the test of bona fide and reasonable justification to those matters as expressed in the Human Rights Code.

(ii) **Sexual Harassment**

The Employer and the Union recognize the right of *Employees* to work in an environment free from sexual harassment and agree to cooperate in attempting to resolve, in a confidential manner, all complaints of sexual harassment which may arise in the work place.

Cases of sexual harassment shall be considered as discrimination and, if not resolved on a confidential basis pursuant to paragraph (i) above, shall be eligible to be processed as a grievance. In cases of sexual harassment, an Arbitration Board shall have the power to transfer or discipline any person found guilty of sexually harassing an *Employee*.

Sexual harassment shall be defined as any sexually oriented practice, which undermines an *Employee's* health, job performance or endangers an *Employee's* employment status or potential.

Sexual harassment examples may include but are not limited to:

- Engaging in a course of vexatious (annoying, irritating) comment or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome.
- Sexual solicitation or advance or inappropriate touching and sexual assault.

- A reprisal, or threat of reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.

(iii) **Personal Harassment**

Every *Employee* has the right to work in an environment that is free of personal harassment and bullying. To this end, the Employer will develop and maintain a Harassment Policy. The Union shall be consulted if and when the Employer's current Harassment Policy is to be amended.

ARTICLE 21 - GENERAL CONDITIONS

(a) **Bulletin Boards**

The Employer shall provide one (1) bulletin board which shall be placed so that all *Employees* will have access to it 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*.

(b) **Supply of Clothing for Outside Employees**

The Employer shall supply outside *Employees* with two (2) changes per week of either coveralls or pants and shirts and that cost shall be shared sixty-five percent (65%) by the Employer and thirty-five percent (35%) by the *Employee*. In addition and subject to the same cost split, the Employer shall provide work gloves and rain gear to those *Employees* who require same in the performance of their duties, on an as needed basis.

(c) **Safety Boots**

All *Employees* required to wear Safety Boots according to current W.C.B. Regulations will receive one hundred dollars (\$100.00) per annum, upon presentation of proof of purchase and proof of certification.

(d) **Environmental Operator Certificate**

An *Employee* shall be reimbursed all related costs when they are required to obtain or hold a valid certificate under the Environmental Operator Certificate Program according to their job description. These costs shall include all operator certificate renewals.

(e) **Class Three Motor Vehicle License with Air Brake Endorsement**

An *Employee* shall be reimbursed all related costs when they are required to possess or renew a Class Three Motor Vehicle License with Air Brake Endorsement as outlined in their job description.

(f) **Letters of Discipline**

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

ARTICLE 22 - CROSSING OF PICKET LINES DURING STRIKE

In the event that any *Employees* of the Employer, other than those covered by this Agreement, engage in a legal strike or where *Employees* in a labour dispute engage in a legal strike and maintain picket lines, the *Employees* covered by this Agreement shall have the right to refuse to cross such picket lines. Failure to cross such picket line by the members of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

ARTICLE 23 - JOB TRAINING

See also Letter of Understanding # 5 Re: Cross Training Opportunities

(a) **On the Job Training**

The Employer shall inaugurate and maintain a system of “on the job training” so that every *Employee* shall have the opportunity to receive training and qualify for promotion or transfer in the event of a vacancy arising.

(b) **Training Course**

The Employer shall post any training courses and experimental programs for which *Employees* may be selected. The bulletin shall contain the following information:

- Type of course (subject and material covered);
- Time, duration and location of course;
- Minimum qualifications required for applicants.

Posting shall be in accordance with Article 10 of the Collective Agreement.

ARTICLE 24 – CONTRACTING OUT

The Employer has the right to contract out any part of its operation. No full time, *Regular Employees* in the service of the Employer at the time of signing this Collective Agreement will be laid off as a direct and immediate result of contracting out, providing the *Employee* is among the twenty (20) most senior *Employees* in the bargaining unit.

The Employer agrees to advise the Union of any decision to contract out work of the bargaining unit.

ARTICLE 25 – TERM OF AGREEMENT

- (a) The Agreement shall be for the period from and including January 1st, 2012 to and including December 31st, 2015, and from year to year therefore, subject to the right of either party to the Agreement at any time within four (4) months immediately preceding the date of the expiry of this Agreement (December 31st, 2015) or immediately preceding the last day of December in any year thereafter, by writing notice to require the other party to the Agreement to commence collective bargaining.

Should either party give written notice aforesaid, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement (or increase or decrease the rate of pay of any *Employee* for whom collective bargaining is being conducted, or alter any other term or condition of employment) until:

- (i) The Union shall give notice to strike (or until the Union goes on strike) or;
- (ii) The Employer shall give notice of lock-out (or the Employer shall lock-out its *Employees*) or;
- (iii) The parties shall conclude a renewal or revision of this Agreement or enter into a new Collective Agreement, whichever is the earliest.

IN WITNESS WHEREOF the parties hereto have hereunto set their hand and seals on the day and the year first above written.

THE CORPORATE SEAL OF THE DISTRICT OF HOPE IS HEREUNTO AFFIXED IN THE PRESENCE OF ITS PROPER OFFICERS:

THE SEAL OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 458 IS HEREUNTO AFFIXED IN THE PRESENCE OF ITS PROPER OFFICERS:

John Fortoloczky

Wendy Dickie

Donna Bellingham

Bobby Clarke

Parissa Bhullar

Cindy Skoro

John Thorne

Jim Mason

Bryan Bickley

Agreed and signed by the above noted Parties the 23rd day of July 2013.

Ratified by Council the 30th day of July 2013.

Ratified by CUPE Local 458 (Hope Unit) the 31st of July 2013.

SCHEDULE "A"

Excluded Positions by Title:

Chief Administrative Officer

Director of Corporate Services

Director of Finance

Director of Community Development

Director of Operations

General Foreman

Deputy Director of Corporate Services

Fire Chief/Local Assistant to the Fire Commissioner (LAFC) and members of the District of Hope Volunteer Fire Department when performing duties in the capacity of Firefighters

Executive Assistant

Manager of Planning

**SCHEDULE "B"
JOB TITLE WAGE SCALE**

JOB TITLE	January 1, 2013 (1%)	August 1, 2013 (.5%)	January 1, 2014 (1.5%)	January 1, 2015 (2%)
Administrative Assistant	27.59	27.73	28.15	28.71
Building Inspector (1)	33.48	33.65	34.15	34.83
Building Inspector (2)	35.13	35.31	35.84	36.56
Building Inspector (3)	41.12	41.32	41.94	42.78
Community Development Clerk	24.67	24.79	25.16	25.66
Corporate Services Clerk	24.67	24.79	25.16	25.66
Corporate Services Clerk/Bylaw Officer	26.77	26.90	27.30	27.85
Court Liaison Officer/Exhibit Custodian	26.16	26.29	26.68	27.21
Customer Service Clerk	24.67	24.79	25.16	25.66
Detachment Clerk	25.28	25.41	25.79	26.30
Draftsperson	24.67	24.79	25.16	25.66
Finance Clerk	25.91	26.04	26.43	26.96
Financial Accountant	30.42	30.58	31.04	31.66
Financial Accountant (2) Payroll	26.93	27.06	27.47	28.02
Journeyman Heavy Duty Mechanic	33.29	33.46	33.96	34.64
Labourer	24.67	24.79	25.16	25.66
Land Development Clerk	25.91	26.04	26.43	26.96
Landfill Foreman	30.72	30.88	31.34	31.97
Operator	26.30	26.43	26.83	27.36
Parks Foreman	30.72	30.88	31.34	31.97
Planner	34.97	35.14	35.67	36.38
Planning Assistant	27.99	28.13	28.55	29.12
Planning Technician	29.45	29.60	30.04	30.64
Public Works Clerk	25.91	26.04	26.43	26.96
Records Clerk	24.67	24.79	25.16	25.66
Records Co-Ordinator	28.40	28.55	28.98	29.56
Revenue Services Clerk	27.59	27.73	28.15	28.71
Roads & Drainage Foreman	30.72	30.88	31.34	31.97
Summer Students	14.42	14.49	14.71	15.01
Tradesperson	26.04	26.17	26.56	27.09
Truck Driver	25.81	25.93	26.32	26.85
Utilities Foreman	30.72	30.88	31.34	31.97
Utility Technician	26.30	26.43	26.83	27.36

The starting rate will be 90% of the applicable job title wage scale.

A premium rate of \$0.50 per hour will be added to the hourly rate of the person performing the duties of Information Systems Clerk.

A tool allowance of \$0.40 per hour will be added to the hourly rate of the Journeyman Heavy Duty Mechanic.

Appendix "A"

Memorandum to: CUPE and Directors
From: B.M. Woodward
Date: February 15, 2007
Subject: Front Loaded Vacations

Subject: Front loaded Vacation – Revised for final review

The subject of Front Loaded Vacation has been agreed upon with CUPE and the District of Hope on the following basis:

1. The Directors will advance front loaded vacation by March 2, 2007 this year and January 1 in each successive year to all employees.
2. The entitlement of holidays is subject to the understanding that should employment cease prior to the end of the year that any unearned vacation time taken will be recoverable by the District. (Article 14 (f).
3. The approval of holidays is subject to Article 14 (g) which states that probationary employees are entitled to take vacation only in exceptional circumstances and with the prior approval of the Employer.
4. The approval of holidays is subject to Article 14 (l) which states:
Employees shall have preference for vacation times based on seniority, provided the employee applies to his/her immediate supervisor before April 1 in each year and subject to vacations being taken when quantity, regularity and disruption of work will be least impaired as determined by the Employer. Vacations applied for after April 1st will be approved subject to the time being available.
5. For payroll purposes, employees can run in the minus up to the maximum of their front loaded vacation entitlement.

Front Loaded vacations are advanced by the Directors on the following basis with the following policy: Directors shall advance employees front loaded vacations based on the following examples.

Employee # 1 –Example – 1st year to 7th year

If the employee started to work on November 1, 2006, on November 2, 2007 the employee would be in their 2nd year of employment. The employee is entitled to front loaded vacation in January 2007, which would be three (3) weeks or fifteen (15) working days, year two vacation equivalent, advanced by March 2, 2007 and thereafter advanced by January 1 of each year until the 8th year.

Maximum front loaded is minus -15 days of earned vacation

Employee # 2 – Example – 8 years to 16 years

If the employee started to work on November 1, 2000, on November 2, 2007, the employee would be in their 8th year of employment. The employee is entitled to their 8th year of front loaded vacation in January 2007, which would be four (4) weeks or twenty (20) working days, year eight equivalent, advanced by March 2, 2007 and reviewed and advanced by January 1 of each year thereafter, until the 17th year.

Maximum front loaded is minus -20 days of earned vacation

Employee # 3 – Example – 17 years to 22 years

If the employee started to work on November 1, 1991, on November 2, 2007, the employee would be in their 17th year of employment. The employee is entitled to their 17th year of front loaded vacation in January 2007, which would be five (5) weeks or twenty – five (25) working days, year 17th equivalent, advanced by March 2, 2007 and reviewed and advanced by January 1 of each year and thereafter one more day per year would be added up to the 22nd year up to a maximum of thirty (30) working days.

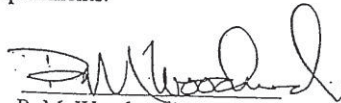
Maximum front loaded is minus -25 to -30 days of earned vacation

The Directors will be responsible for the following:

1. Advance the front loaded vacation as per the current vacation earned forms.
2. Approve the holiday requests as per the current vacation earned forms
3. Track the amount of holidays taken against the front loaded vacation advanced.
4. Provide the employee with the advanced, tracking and the balance of the front loaded holidays at the employee's request within 5 days of the request.

The District of Hope will be responsible for the following:

The employer has provided the current earned employees' vacation entitlement on the payroll pay slips as of February 16, 2007. The earned holiday accrual vacation balance will be posted on each employee's pay slip per pay period as earned holidays. The information is confidential, but available for each employee for his/her information, but is not available to review by other employees as this is a document subject to FOI requirements.



B. M. Woodward
Chief Administrative Officer

File: Vacation – Front Loaded - definition, procedures and application –revised
February 27, 2007 – Final revision

LETTER OF UNDERSTANDING # 1

Grant Employees

The parties agree that grant *Employees* may be hired to build parks, hiking trails and other related environmental projects, provided that no District *Employee* shall be laid off or suffer a reduction in hours as a result of this work.

It is further agreed that grant *Employees* will not be covered by the Collective Agreement.

Agreed and signed by the District of Hope and C.U.P.E. Local 458 (Hope Unit) the 23rd day of July 2013.

LETTER OF UNDERSTANDING # 2

Job Security

The District of Hope agrees that the number of *Regular Full-Time Employees* on the payroll will not fall below 20. It is recognized that *Employees* on short-term illness and W.C.B. are excluded from this number. It is acknowledged and agreed that the District of Hope, in conjunction with the Canadian Union of Public *Employees* Local 458, will continue to review the services provided by the District of Hope in order to ensure the most effective method of the District, providing those services are maintained.

The parties shall discuss this matter, as appropriate, through regular Labour Management meetings.

Agreed and signed by the District of Hope and C.U.P.E. Local 458 (Hope Unit) the 23rd day of July 2013.

LETTER OF UNDERSTANDING # 3

Work Experience Students/Job Shadowing

The parties recognize the value of work experience for secondary school students and support their use within the District of Hope.

It is agreed that *Work Experience Students* will only be used to job shadow current *Employees* and will always be in addition to bargaining unit staff. Under no circumstances will these students be used to perform additional bargaining unit work performed by any bargaining unit *Employees*, whether currently on staff or on layoff. It is understood that a layoff in one department does not necessarily preclude the ability to job shadow in another area subject to the following terms:

Job Shadowing is defined as:

- A high school student required to perform job shadowing as part of the School District #78 school curriculum;
- They shall only perform job tasks while in the direct company of a *Regular Employee*; and
- Shadowing cannot be used to perform any duties in addition to the duties performed by *Regular Employees*. The principles of job shadowing are that the student learns by observing or performing job tasks with a *Regular Employee*. It is agreed this shall be applied as “two people doing one job” in the context of this LOU.

The parties agree to the use of *Work Experience Students* according to the following criteria:

- A term no longer than 30 days within any school year.
- May work in offices, facilities, parks, boulevards, downtown areas and other civic properties.

Agreed and signed by the District of Hope and C.U.P.E. Local 458 (Hope Unit) the 23rd day of July 2013.

LETTER OF UNDERSTANDING #4

Summer Students – Position Description

Casual position limited to secondary and post-secondary institutions summer vacations. Maximum weeks worked in a year to be not more than 20 weeks. Hired in category only once.

Students to work in offices, facilities, parks, boulevards, downtown area and other civic properties.

Summer students will not be hired/working if any *Employee* is on lay-off and on a District recall list.

No overtime will be offered to a summer student unless other *Employees* have had first right of refusal.

Primary Job Description will be limited to:

- Assist regular staff with routine computer postings (e.g. garbage registers, accounts receivable, accounts payable, time cards)
- Answer telephone and if able respond to inquiries
- Perform back up receptionist duties
- Envelope stuffing
- Sorting, filing and copying of documents
- Washroom & service building cleanup (i.e. pump house, P.C.C., etc.)
- Weeding
- Hand mowing
- Litter pick up and garbage can emptying (including at landfill)
- Garden bed watering
- Weed eating
- Operating pickup trucks
- Operating back pack blowers
- Hand painting (i.e. service buildings, curbs, no post, etc.)
- Office work (i.e. filing traffic counts, typing, computer, photocopying, data entry, etc.)
- Handing out of flyers
- Removing grass & leaves from plastic bags at landfill
- Trail building
- Other duties will only be added by mutual agreement between Union and Management.

Student Employees will be hired to supplement the regular work force.

Hiring in addition of six (6) *Student Employees* requires the mutual agreement of the Union and Management.

Agreed and signed by the District of Hope and C.U.P.E. Local 458 (Hope Unit) the 23rd day of July 2013.

LETTER OF UNDERSTANDING # 5

Cross Training Opportunities

It is agreed that a cross training policy would be jointly developed and mutually agreed to through Labour Management meetings upon the conclusion of collective bargaining.

It is agreed that such a policy must include provisions related to the following:

- Cross training opportunities shall be subject to essential operational requirements.
- There shall be an eligibility list incorporated into the policy. The intent of this is to ensure that various *Employees* are able to access cross training opportunities and to avoid a small segment of *Employees* receiving all cross training opportunities. It is envisioned that in order to accomplish this goal the eligibility list would be used on a rotational basis.
- Cross training opportunities shall only be applied to vacancies less than ninety (90) days. Vacancies greater than ninety (90) days shall be posed in accordance with Article 10a(i).
- Both the Employer and Union recognize the need for flexibility regarding the application of cross training policy. While there is a need for *Employees* to be qualified to perform the duties assigned to them, it is understood that depending upon the circumstances, there may be the ability to cross training without the *Employee* being fully qualified. A policy would need to set out criteria, or a process whereby these issues are addressed.

Finally, it is agreed that the parties shall meet and develop such a policy within six (6) months of ratification unless otherwise mutually agreed.

Agreed and signed by the District of Hope and C.U.P.E. Local 458 (Hope Unit) the 23rd day of July 2013.

LETTER OF UNDERSTANDING # 6

Modified Work Week Arrangements

This Letter is appended to the 2012 to -2015 Agreement and shall expire automatically with the expiry of that Agreement unless it is renewed by the parties during negotiations for the subsequent collective agreement. This notwithstanding, this Letter may be cancelled or amended during its term by the mutual agreement of the parties.

It is the intent of the parties to implement a Modified Work Week Arrangement subject to the following understanding:

- (1) Participation in a modified work week shall apply only to *Regular Full-Time Employees* agreed to by the Union and Employer and shall be on a voluntary basis.
- (2) Subject to the approval of the applicable Department Head, work schedules shall be set out in writing for those *Employees* in the modified work week arrangement provided:
 - a. That there shall be no increase in costs to the Employer (for example: replacement of staff or overtime due to the flexible work schedule).
 - b. That the work schedule shall maintain the delivery of services to the public.
 - c. That there shall be no loss of operational efficiency, and
 - d. That the average bi-weekly straight time hours of work, exclusive of meal breaks, shall be seventy (70) hours bi-weekly for inside workers and eighty (80) hours bi-weekly for outside workers.
- (3) In order to ensure that there is no additional cost to the Employer, sick days, vacation days, Statutory holidays, and other paid leave from work shall be earned and utilized as an hourly equivalent to the annual entitlement based upon eight (8) hours per day and forty (40) hours per week [seven (7) hours per day and thirty-five (35) hours per week for applicable *Employees*].
- (4) In an unforeseen circumstance and providing 48 hours notice, an *Employee* or the Employer may request a change to the scheduled flex day. No change shall be unreasonably denied.
- (5) When possible, absences for medical or dental appointments and certain family responsibility meetings must be scheduled on an *Employee's* flex day. An *Employee* who is unable to schedule an appointment on a flex day may be required to alter their scheduled flex day to coincide with the appointment.
- (6) The parties agree that for outside *Employees*, the lunch break shall be reduced to ½ hour and that where possible lunch breaks and rest breaks will be taken on the job.

LETTER OF UNDERSTANDING # 6

Modified Work Week Arrangements (cont'd)

- (7) Notwithstanding Article 12, Section 1 (a) and 1 (b) of the Collective Agreement, hours of work for inside *Employees* on a modified work week arrangement shall be between 7:30 am – 5:00 pm, and for outside *Employees* between 7:00 am – 4:30 pm, except as agreed to by the parties in order to best meet operational requirements, which agreement shall not be unreasonably denied by the Union.

Agreed and signed by the District of Hope and C.U.P.E. Local 458 (Hope Unit) the 23rd day of July 2013.

LETTER OF UNDERSTANDING # 7

Sick Leave [Article 15(a)]

It is recognized that there are occasions where a workers' annual sick leave accrual meets or exceeds the one hundred and twenty (120) days as set out in Article 15 (a).

It is also recognized that one of the criteria to be accepted on the current *Employee* paid Long Term Disability plan is a one hundred and twenty (120) day waiting period.

It is further recognized that there may be a circumstance where an *Employee*, who would normally meet or exceed the one hundred and twenty (120) days as set out in Article 15(a), due to an ongoing illness, may exhaust a portion or all of their accumulated sick leave.

In consideration of this, the Employer agrees to take into account these situations. The Employer agrees to assess the circumstances on a case-by-case basis with a view of allowing the previously unused sick leave [over and above the one hundred and twenty (120) days] to assist with the one hundred and twenty day (120) waiting period for the purpose of Long Term Disability.

Agreed and signed by the District of Hope and C.U.P.E. Local 458 (Hope Unit) the 23rd day of July 2013.

LETTER OF UNDERSTANDING # 8

Leave of Absence on Sick Leave

Retain existing language in the Collective Agreement.

The Employer and the Union agree to a "Pilot Project" beginning January 1, 2006. The "Pilot Project" is intended to continue up to six months from the date of implementation. Notwithstanding this the Union or the Employer upon thirty (30) days written notice may cancel the "Pilot Project" at any time. Upon mutual agreement the parties may extend the "Pilot Project" for a further period of time.

The "Pilot Project" is established to maintain awareness of *Employee* absenteeism and to prevent unnecessary absenteeism. The "Pilot Project" is not intended to pressure *Employees* with long term illnesses resulting from surgery, chronic illnesses, *Employees* on Long Term Disability or absent on Workers' Compensation due to work place injuries.

Employees absences due to illness will be accurately recorded, tracked and periodically reviewed by the Supervisor or Manager to identify *Employees* with:

- A high incidence of absenteeism
- A pattern of absences
- Frequent medical appointments on District time.

Any *Employee* identified will be interviewed to:

- Explore the reason for the absences
- Identify possible preventative measure.

Discussion with the *Employee* should reflect consideration of their individual circumstances, exercised with discretion and conducted in a fair and equitable fashion.

The Supervisor or Manager that identifies any *Employee* where the interview has resulted in no reasonable explanation for the absences shall forward the file to the Chief Administrative Officer for further investigation.

Employees will be informed of their right to Union representation.

It is recognized that *Employee* medical histories are a personal and private matter.

LETTER OF UNDERSTANDING # 8

Leave of Absence on Sick Leave (cont'd)

It is further recognized that the parties and all *Employees* have a responsibility to each other to ensure that work is performed safely. During the "Pilot Project" the parties agree to review and recommend when and if a doctor's certificates may be required, the nature of the request, disclosure of medical information, appropriate forms and such other matters as the parties wish to review.

Agreed and signed by the District of Hope and C.U.P.E. Local 458 (Hope Unit) the 23rd day of July 2013.

LETTER OF UNDERSTANDING # 9

EOCP Certifications

Recognizing the Employer's need to have a sufficient number of *Employees* with EOCP certification to meet its current and future statutory obligations, and recognizing the Union's desire that *Employees* holding current EOCP certifications receive appropriate remuneration, the parties agree to continue their current discussions of the above topic in the hope of reaching mutual agreement on same as soon as reasonably possible after ratification of the 2012 – 2015 Collective Agreement.

Agreed and signed by the District of Hope and C.U.P.E. Local 458 (Hope Unit) the 23rd day of July 2013.

LETTER OF UNDERSTANDING # 10

Whistle Blower Protection

The Employer is agreeable to developing a policy that provides “whistle blower protection” to *Employees*. This matter shall be discussed in the Joint Labour/Management Committee in order to provide the Union with input into the formulation of this Policy.

Agreed and signed by the District of Hope and C.U.P.E. Local 458 (Hope Unit) the 23rd day of July 2013.

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