

COLLECTIVE AGREEMENT

between the

NORTH PEACE CULTURAL CENTRE

and the

**B.C. GOVERNMENT AND SERVICE
EMPLOYEES' UNION (BCGEU)**

Effective from July 01, 2017 to June 30, 2019

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DEFINITIONS

For the purpose of this agreement:

1. "*Casual Employee*" is an employee hired to work other than regular full-time or regular part-time, to provide relief for vacations, all leaves of absence, extra short-term emergency help and peak periods of business.
2. "*Continuous Service*" means uninterrupted employment in the service of the North Peace Cultural Centre.
3. "*Contract Employee*" is an employee employed for a specific, limited period of time for a special program.
4. "*Day of Rest*" in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of their position. This does not include employees who are on a leave of absence.
5. "*Employee*" means a member of the bargaining unit.
6. "*Employer*" means North Peace Cultural Centre.
7. "*Senior Management*" means the Operations Manager and/or the Business Manager of the North Peace Cultural Centre.
8. "*Full-Time Employee*" is an employee who works full-time on a regularly scheduled basis in accordance with the weekly hours of work.
9. "*Holiday*" means the twenty-four (24) hour period commencing at 00.01 hours of a day designated as paid holiday in this agreement.
10. "*Leave of Absence With Pay*" means to be absent from duty with permission but with pay.
11. "*Leave of Absence Without Pay*" means to be absent from duty with permission but without pay.
12. "*Part-Time Employee*" is an employee who works one (1) day or more on a regular scheduled basis, but who works less than full-time hours.
13. "*Pay*" means rate of compensation for the job.
14. "*Peace River Regional District*" shall be designated as Chetwynd, Dawson Creek, Fort St. John, Hudson's Hope, Taylor, Tumbler Ridge, and Pouce Coupe.
15. "*Probation*" means the time spent by the employee prior to being confirmed in the position for which they were hired.
16. "*Promotion*" means a change from an employee's position to one with a higher rate of pay.
17. "*Probationary Employee*" shall mean a salaried or hourly paid employee serving an initial trial period of 480 working hours. This period may be extended by mutual agreement between the Employer and the Union.
18. "*Resignation*" means a voluntary notice by the employee that they are terminating their service on the date specified.
19. "*Rest Period*" is a paid interval which is included in the workday and is intended to give the employee an opportunity to have refreshments or a rest.

20. "*Shift*" means the period of scheduled working hours on a workday where the hours are consecutive, except meal periods.
21. "*Termination*" is the separation of an employee from the service of the North Peace Cultural Centre for cause.
22. "*Union*" means the B.C. Government and Service Employees' Union.
23. "*Workday*" is a period of twenty-four (24) consecutive hours commencing with the starting time of any shift. For the purpose of calculating compensatory overtime rates only, the time worked prior to, but adjoining to a shift, shall be deemed as time worked after a shift.

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

(a) The purpose of this agreement is to establish and maintain a harmonious relationship between the Employer, its employees and the Union, and to clearly define the hours of work, rates of pay and conditions of employment, and to provide an amicable method of settling grievances which may arise from time to time; and to promote mutual interest of the Employer and its employees.

(b) The parties to this agreement recognize that they are jointly engaged in providing a valuable service to the public of the Peace Region of British Columbia and that there is an obligation of each party for the continuous and efficient performance of such service, within the terms and conditions of this agreement and for its duration.

1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this agreement, the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered. Any new provision so negotiated shall not be intended to circumvent the intention of the legislation. If agreement is not reached, the matter shall be sent to arbitration as provided for in Article 9.

1.3 Conflict with Regulations

In the event that there is a conflict between the contents of this agreement and any regulation made by the Employer, or on behalf of the Employer, this agreement shall take precedence over the said regulations.

1.4 Harassment, Sexual Harassment, Bullying

North Peace Cultural Centre (NPCC) recognizes the right of employees, volunteers, and contractors to work in an environment free from harassment, sexual harassment or bullying. NPCC will neither tolerate nor condone any behaviour which is likely to undermine the dignity of an individual, or create an intimidating or offensive environment.

1.5 Sexual Harassment

(a) Sexual harassment includes sexually oriented verbal or physical behaviour which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which would affect an individual and/or the work environment. Such behaviour could include but is not limited to:

- (1) touching, patting or other physical contact;
- (2) leering, staring or the making of sexual gestures;

- (3) demands of sexual favours;
- (4) verbal abuse or threats;
- (5) unwanted sexual invitations;
- (6) physical assault of a sexual nature;
- (7) distribution or display of sexual or offensive pictures or material;
- (8) unwanted questions or comments of a sexual nature;
- (9) practical jokes of a sexual nature.

(b) To constitute sexual harassment, behaviour may be repeated or persistent or may be a single serious incident.

(c) Sexual harassment will often, but need not be accompanied by an expressed or implied threat of reprisal or promise of reward.

(d) Sexual harassment refers to behaviour initiated by both males and females and directed toward members of either sex.

1.6 Personal and Psychological Harassment Based Upon Prohibited Grounds in the BC Human Rights Code

(a) Personal and psychological harassment means objectionable conduct – either repeated or persistent, or a single serious incident – that an individual would reasonably conclude:

- (1) creates a risk to a worker's psychological or physical well-being; causes a worker substantial distress or results in an employee's humiliation or intimidation; or
- (2) is discriminatory behaviour that causes substantial distress and is based on a person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, sexual orientation, or gender identity; or
- (3) is seriously inappropriate and serves no legitimate work-related purpose.

(b) Good faith actions of a manager or supervisor relating to the management and direction of employees – such as assigning work, providing feedback to employees on a work performance, and taking reasonable disciplinary action – do not constitute harassment.

1.7 Bullying and Harassment

Bullying and harassment includes any inappropriate conduct or comment by a person toward a worker that the person knew or reasonably ought to have known would cause that worker to be humiliated or intimidated, which serves no legitimate work purpose and is not based upon one or more of the grounds set out in the *Code*. Bullying/harassment will normally be repeated, continuous or persistent behaviour, although a single incident, if sufficiently egregious, will constitute bullying/harassment.

(a) Bullying/harassment can include behaviour that intimidates, offends, degrades, insults or humiliates a person. Bullying/harassment can include physical or psychological behaviour.

(b) There does not need to be intention.

(c) It is often a process and rarely an isolated incident.

(d) Bullying/harassment can be both obvious and subtle.

(e) Bullying/harassment is considered to be a pattern of behaviour where one or more incidents will help show that bullying is taking place.

Bullying/harassment behaviour could include but is not limited to:

- (1) aggressive or frightening behaviour such as swearing, shouting, slamming objects, or intimidation by threatening violence;
- (2) spreading false accusations about a person with the result that they are ostracised;
- (3) non-constructive criticism, isolation, and exclusion of another, humiliation, invasion of privacy, slanderous comments, undermining, destructive rumours or gossip and making unreasonable demands;
- (4) rude, belittling, or sarcastic comments;
- (5) abusive, belittling or intimidating phone calls, emails, notes, etc.;
- (6) baiting or unreasonable teasing;
- (7) nasty practical jokes;
- (8) deliberate and unreasonable isolation or exclusion from work discussions, communication or other work-related activities;
- (9) ignoring the person;
- (10) withholding necessary information.

1.8 What Is Not Bullying/Harassment

- (a) Comments that are objective and are intended to provide constructive feedback are not usually considered bullying if they are to assist the employee with their work.
- (b) Fair and legitimate yet strong direction by management to encourage or urge staff members to give their best or make changes in their work habits.
- (c) Occasional minor incidents or expressions of frustration.
- (d) Actions taken in good faith while exercising managerial/supervisory rights and responsibilities.

1.9 Complaint Procedures

Any incidents that involve physical assault, sexual assault, or threats of harm will be immediately reported to the police, at the request of the employee reporting.

- (a) Before proceeding to the formal complaint mechanism, an employee, volunteer, or contractor who believes he or she has a complaint of harassment, bullying or discrimination may approach their supervisory personnel, or other contact person to discuss potential means of resolving a complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.
- (b) An employee, volunteer or contractor (complainant) who wishes to pursue a concern arising from an alleged harassment or bullying may submit a complaint, in writing, within six (6) months of the latest alleged occurrence directly to the Senior Management. Upon receipt the Employer shall notify in writing the designated union staff representative. Complaints of this nature shall be treated in strict confidence by the Senior Management.
- (c) An alleged harasser (respondent) shall be given notice of the substance of such a complaint and shall be entitled to attend, participate in, and be represented at any hearing pursuant to (i) below.

(d) The Senior Management, or their designate, shall investigate the complaint and shall within twenty-one (21) days of the receipt of the complaint, attempt to resolve the issue. The union staff representative, the complainant and the respondent shall be apprised of the Senior Management's resolution.

(e) Both the complainant and the respondent shall be given the option of having a union steward present at any meeting held pursuant to the above investigation.

(f) Pending determination of the complaint, the Senior Management may take interim measures to separate the employees, volunteers or contractors concerned if deemed necessary.

(g) In cases where harassment or bullying may result in the transfer of an employee, volunteer or contractor, every effort will be made to relocate the harasser, except that the complainant may be transferred with their written consent.

(h) In the case of alleged harassment by a client or a member of the general public, the employee, volunteer or contractor claiming to be harassed or bullied has the right to discontinue contact with the alleged offender without incurring any penalty, pending determination of the facts of the case. The NPCC shall not require the employee to conduct business with an alleged offender.

(i) Where either the complainant or the respondent, is not satisfied with the Senior Management's response, the Senior Management will put the complaint, within thirty (30) days, before a mutually agreed upon, independent mediator/adjudicator who specializes in cases of personal harassment, bullying or sexual harassment. The adjudicator shall work with the parties to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator shall have the right to:

- (1) dismiss the complaint; or
- (2) determine the appropriate level of discipline to be applied to the harasser; or
- (3) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.

The cost of the independent mediator/adjudicator will be shared equally between the Union and the Employer.

(j) Disciplinary action taken against a harasser pursuant to this article shall not form the basis of a grievance.

(k) This policy does not preclude an employee from filing a complaint under Section 13 of the *BC Human Rights Code*. A complaint of personal, psychological or sexual harassment or bullying shall not form the basis of a grievance.

(l) Complaints under this policy shall be treated in a strict confidence by all parties involved.

(m) Where the alleged harasser is the Senior Management, the complaint shall be filed in writing within six (6) months of the latest alleged occurrence through the Union to an independent single investigator who will conduct an investigation and submit a report on the facts to the parties within twenty-one (21) days of being appointed. Where the proposed resolution is not acceptable by either party, the procedure outlined in (i) above shall be followed.

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Unit Defined

This agreement shall apply solely to employees in the bargaining unit for which the Union is certified as described in the Certification issued March 4, 2013, except the Operations Manager and Business Manager.

Incumbents of new positions established by the Employer shall automatically be included in the bargaining unit unless specifically excluded by mutual agreement. If no agreement is reached, the matter will be referred to the Labour Relations Board for determination.

2.2 Bargaining Agent or Recognition

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees for whom the Certification, issued on March 4, 2013 applies.

2.3 Correspondence

The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this agreement shall be sent to the President of the Union or his/her designate.

The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this agreement pertaining to the interpretation or application of any clause in this agreement, shall be forwarded to the President of the Union or his/her designate.

2.4 No Other Agreement

No employee covered by this agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which may conflict with the terms of this agreement.

2.5 No Discrimination for Union Activity

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union.

2.6 Recognition and Rights of Stewards

- (a) The Employer recognizes the Union's right to select stewards to represent employees. The Employer and the Union will agree on the number of stewards, taking into account both operational and geographical consideration.
- (b) The Union agrees to provide the Employer with a list of the employees designated as stewards and alternates.
- (c) Leave to perform stewards duties shall be without loss of pay. Such permission shall not be unreasonably withheld. A steward shall notify their immediate supervisor before leaving work to perform their duties and upon their return.
- (d) Duties of the steward are:
 - (1) Investigation of complaints of an urgent;
 - (2) Investigation of grievances and assisting any employee whom the steward represents in preparing and presenting a grievance in accordance with the grievance procedure;

- (3) Supervision of ballot boxes and other related functions during ratification votes involving the Employer and provided the ratification vote is held on the Employer's premises;
- (4) Carrying out duties within the realm of assigned safety responsibilities for stewards who are members of safety committees;
- (5) Attending meetings called by management;

2.7 Bulletin Boards

The Employer shall provide bulletin board facilities for the exclusive use of the Union, the sites to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business affairs of the Union.

2.8 Union Insignia

A union member shall have the right to wear a union pin. The Union agrees to furnish, to the Employer, union shop cards for the Employer's places of operation, to be displayed on the premises. Such cards will remain the property of the Union and shall be surrendered upon demand.

2.9 Right to Refuse to Cross Picket Lines

All employees covered by this agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the *Labour Relations Code* of British Columbia. Any employee failing to report for duty shall be considered to be absent without pay. Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action.

2.10 Time Off for Union Business

As operational requirement permit, leave of absence without loss of pay and without loss of seniority shall be granted:

- (a) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (b) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
- (c) for employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee;
- (d) to employees called by the Union to appear as witnesses before an arbitration board.
- (e) **With Pay** – Leave of absence with basic pay and without loss of seniority for employees who are representatives of the Union on the Union's Bargaining Committee to carry on negotiations with the Employer.

To facilitate the administration of this section when leave without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred. The Union shall provide the Employer with reasonable notice (usually two [2] weeks except in emergencies) prior to the commencement of leave under this article. It is understood that employees granted leave of absence pursuant to this article shall receive their current rates of pay while on leave of absence with pay. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld. No overtime will be paid.

2.11 Bargaining Unit Work

Excluded personnel shall not perform bargaining unit work on a regular or continuous basis. Bargaining unit work does not include work currently performed by excluded personnel or work considered as a normal part of the duties of excluded personnel.

2.12 Job Assignment

Whenever possible, duties shall be performed by those persons assigned to those positions.

ARTICLE 3 - UNION SECURITY

All employees in the bargaining unit who on March 4, 2013, were members of the Union or thereafter became members of the Union, shall, as a condition of continued employment, maintain such membership.

All new employees shall, as a condition of employment, maintain membership in good standing in the Union.

ARTICLE 4 - CHECK-OFF OF UNION DUES

- (a) The Employer shall, as a condition of employment, deduct from the monthly wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.
- (c) Deduction shall be made biweekly. Membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.
- (d) All deductions shall be remitted to the Union or its assigns not later than thirty (30) calendar days after the date of deduction. The Employer shall also provide the following member information with each dues submission: Social insurance number, surname, and first name, address, sex, birthdate, job classification, gross pay, month to date dues.
- (e) Before the Employer is obliged to deduct any amount under Section (a) of this article, the Union must advise the Employer in writing of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the staff representative of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.
- (f) The Employer shall provide each employee, without charge, an accounting of deductions made under this article suitable for use as a receipt for income tax purposes.
- (g) The Employer will provide to the Union, on a quarterly basis, a report of employees who have ceased employment and the *Record of Employment (ROE) Code* used in Block 16 of the ROE form for each of those employees.

ARTICLE 5 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

The Employer shall acquaint all new employees of the fact that a collective agreement is in effect and with the conditions of employment set out in Article 4.

(a) The Employer agrees to provide each new employee, at the time of hire or the date the employee commences active employment, with a hire letter which will include the following wording: "*Your union steward is _____. You are entitled to a meeting with your steward for 15 minutes during working hours during the first 5 calendar days of employment, without loss of pay. The steward will assist you with completing the Union Membership Application Card. There is no initiation fee.*" Copies of the letter to each new employee will be distributed to the steward.

ARTICLE 6 - MANAGEMENT RIGHTS

(a) The Union recognizes and agrees that it is the exclusive function of the Employer to manage its affairs, to manage its operations in all respects, to conduct its business efficiently to fulfil its commitments and responsibilities, to maintain and to enhance public reputation and confidence and to direct its employees to achieve the Employer's objectives.

(b) Management retains all management rights that were previously exercised and shall be exercised in future, with the exception of those management rights that are limited by this collective agreement.

ARTICLE 7 - EMPLOYER-UNION RELATIONS

7.1 Representation

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. To implement this, the Union shall supply the Employer with the names of its officer and similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

7.2 Union Bargaining Committees

A union bargaining committee shall not exceed two (2) members of the bargaining unit, but shall include members of the staff of the Union when negotiating with the Employer.

7.3 Union Representatives

The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance.

Members of union staff shall notify the excluded designated supervisory official in advance of their intention and their purpose for entry and shall not interfere with the operation of the section concerned.

7.4 Technical Information

The Employer agrees to provide the Union such information that is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes.

7.5 Employee Information

(a) The Employer will provide to the Union with every regular dues remittance the information provided in the chart below. The information will be provided electronically in the file formats ".csv". If

the Employer is unable to provide the file in ".csv" format then ".xls" or ".xlsx" file formats are acceptable.

Column Order	Name	Format	Format Description	Are we willing to forego this column to get the rest of the information?
1	Member SIN	XXXXXXXXXX		NO
2	Member Last Name			NO
3	Member First Name			NO
4	Dues	XXXX.XX	No commas or dollar signs	NO
5	Gross Wages for Period	XXXX.XX	No commas or dollar signs	NO
6	Job/Position Title			NO
7	Service Start Date	yyyyMMdd		YES*
8	Appointment Code		Regular, Auxiliary, etc.	NO
9	Work Location Name			NO
10	Work Location Address			NO
11	Member Address			YES*
12	Member Work Phone	XXXXXXXXXX		NO
13	Member Home Phone	XXXXXXXXXX		YES*
14	Member Cell Phone	XXXXXXXXXX		YES*
15	Member Home Email			NO

*if this column is NOT provided it MUST be included in the data as a BLANK COLUMN.

ARTICLE 8 - GRIEVANCES

8.1 Grievance Procedure

- (a) The Employer and the Union recognize that grievances may arise concerning:
- (1) differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this agreement, including a question as to whether or not a matter is subject to arbitration; or
 - (2) the dismissal, discipline, or suspension of an employee bound by this agreement.
- (b) The procedure for resolving a grievance shall be the grievance procedure in this article.

8.2 Step 1

The employee involved shall first take up the grievance with the employee's direct manager, within twenty-one (21) calendar days of when the grievance was known or ought to have been known. The employee may be accompanied by a shop steward.

8.3 Step 2

If the grievance is not resolved at Step 1, the matter shall be reduced to writing by the grievor and/or the Union and submitted to the employer representative within twenty-one (21) calendar days following the decision rendered at Step 1. The grievor, along with the shop steward, shall meet with the designated management persons to attempt to settle the matter.

Failing settlement within fourteen (14) calendar days of receipt of the grievance at this step, either party may refer the matter to arbitration as provided in Article 9.

8.4 Union and Employer Grievances

In the event a grievance is initiated by the Employer or the Union, the initiating party shall notify the other party, in writing, of the nature of the grievance and such notice shall be given within thirty (30) days of when the grievance was known or ought to have been known, unless the parties agree to an extension of time. Failing settlement within ten (10) working days of receipt of notice, either party may refer the grievance to arbitration as set forth in Article 9.

8.5 Dismissal or Suspension Grievances

In the case of a grievance arising from an employee's dismissal or suspension, the grievance may commence at Step 2 of the grievance procedure within fourteen (14) days of the date on which the suspension/dismissal occurred, or within fourteen (14) days of the employee receiving notice of dismissal or notice of suspension. All dismissal grievances that are to proceed to arbitration will be dealt with expeditiously.

8.6 Deviation from Grievance Procedure

The Employer agrees that, after a grievance has been filed in writing at Step 2, the Employer's representatives will not enter into discussion or negotiation with the aggrieved employee without the consent of the Union. In the event that, after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that pursuant to this article, the grievance shall be considered to have been abandoned.

8.7 Abandonment

Except as provided in Article 8.9 following, a grievance not initiated or advanced to the next step, within the time limits specified, shall be considered abandoned and all further recourse to the grievance procedure forfeited. Where the Union withdraws from a grievance solely on the basis of time limits, such abandonment shall be without prejudice.

8.8 Technical Objections to Grievances

Except as provided in Article 8.7, it is the intent that no grievance shall be defeated merely because of a technical error in processing the grievance through the grievance procedure. To this end, an arbitrator shall have the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to the equitable principles and the justice of the case.

8.9 Extension of Time Limits

The time limits set forth in this article or Article 9 may be extended by mutual agreement between the Union and the Employer.

ARTICLE 9 - ARBITRATION

9.1 Arbitration

- (a) When any difference arises between the parties as to the interpretation, application, operation or alleged violation of this agreement, including any question as to whether a matter is arbitrable or not, the matter may be referred by either party to arbitration within a period of thirty (30) days of the decision being rendered under Article 8.4.

(b) The parties to this agreement hereby agree to use the services of a single arbitrator as a means of settling grievances and disputes, from the list in Appendix B.

9.2 Expedited Arbitration

(a) The parties shall meet every four (4) months or as often as required to review outstanding grievances filed at arbitration to determine by mutual agreement those grievances suitable for this process, and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.

(b) All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:

- (1) dismissals;
- (2) rejection on probation;
- (3) suspensions in excess of 20 workdays;
- (4) policy grievances;
- (5) grievances requiring substantial interpretation of a provision of this agreement;
- (6) grievances requiring presentation of extrinsic evidence;
- (7) grievances where a party intends to raise a preliminary objection;
- (8) demotions.

By mutual agreement, a grievance falling into any of these categories may be placed into the expedited arbitration process.

(c) The parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve groups of grievances.

(d) The Arbitrator shall hear the grievances and shall render a decision within two (2) working days of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.

(e) Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.

(f) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.

(g) A grievance determined by either party to fall within one of the categories listed in (b) above, may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Clause 9.1.

(h) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

9.3 Settlement Officer

In accordance with Section 87 of the *Labour Relations Code* of British Columbia, either party may refer an unresolved grievance to a settlement officer for assistance in resolving the matter.

9.4 Notification

The party desiring arbitration under this article will notify the other party, in writing, in accordance with the provisions of Article 8.4.

9.5 List of Arbitrators

If for any reason the arbitrators listed in Appendix B are not available, the parties to the dispute will thereupon meet within ten (10) working days to decide upon an arbitrator. Failing agreement upon a person willing to act, either party may apply to the Minister of Labour for the Province of British Columbia to appoint an arbitrator.

9.6 Grievance Recommendation

Upon agreed appointment of an arbitrator, the Arbitrator shall hear the grievance, settle the terms of question to be arbitrated if necessary, and make their award, in writing, to each of the parties and the award shall be final and binding. The Arbitrator shall make every effort to render a decision within thirty (30) days of hearing the case. The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this agreement.

9.7 Costs

Each party shall pay their own costs and expenses of the arbitration and one-half (½) the remuneration and expenses of the Arbitrator.

ARTICLE 10 - DISCIPLINE, DISCHARGE AND SUSPENSION

10.1 Notice

- (a) It is hereby agreed that the Employer has the right to discharge or suspend an employee for just cause. Notice of suspension and/or dismissal shall be in writing and shall set forth the reasons for the suspension or dismissal. A copy of the written notice of dismissal or suspension shall be forwarded to the local union office within five (5) calendar days of the action being taken.
- (b) The test of dismissal for just cause shall be a test of suitability for the probationary employee for continued employment in the position to which they have been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

10.2 Right to Grieve Other Disciplinary Action

Disciplinary action grievable by the employee shall include written censures and letters of reprimand. An employee shall be given a copy of any such documents placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware. Upon the employee's request any such document, other than official evaluation reports, shall be removed from the employee's file after the expiration of twelve (12) months from the date it was issued provided there has not been a further infraction.

10.3 Right to Have a Steward Present

- (a) An employee shall have the right to have their steward present at any discussion with supervisory personnel which shall be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact their steward, providing that this does not result in an undue delay of the appropriate action being taken. This article shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

(b) A steward shall have the right to consult with a staff representative of the Union and to have a local union representative present at any discussion with supervisory personnel which shall be the basis of disciplinary action against the steward, providing that this does not result in an undue delay of the appropriate action being taken.

10.4 Personnel File

An employee or the President of the Union or their designate, with the written authority of the employee, shall be entitled to review the employee's personnel file, both paper and electronic, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance. The employee, or the President or his designate, as the case may be, shall give the Senior Management adequate notice prior to having access to such file.

10.5 Evaluation Reports

When a formal evaluation of an employee's performance is carried out, they shall be given sufficient opportunity, after the interview, to review the evaluation and write their comments on same. The employee will be given three (3) working days to read and review the appraisal. Provision shall be made on the evaluation form for the employee's signature, whether agreeing or disagreeing with the evaluation, so indicated in the space provided. No employee may initiate a grievance regarding contents of the evaluation report unless the signature indicates disagreement with the evaluation. Upon request, the employee shall receive a copy of their evaluation. Employee evaluations shall not be changed after employees have signed them without the knowledge of the employees. Any such changes shall be subject to the grievance procedure.

ARTICLE 11 - SENIORITY

11.1 Seniority Defined

Employees shall be credited with service seniority on the following basis:

- (a) seniority for regular full-time employees shall mean length of continuous service with the Employer;
- (b) seniority for regular part-time and casual employees shall be calculated on the basis of hours paid commencing on their first (1st) day of employment with the Employer;
- (c) upon achieving regular full-time employee status, a part-time or casual employee shall have their hourly seniority converted to a seniority date. The resulting date shall be deemed to be the employee's seniority date.

11.2 Maintenance of Seniority

- (a) An employee on any authorized leave under the collective agreement will maintain their seniority date.
- (b) An employee laid off and placed on the recall list under Article 13 will retain their seniority during the period of layoff.
- (c) An employee accepting an assignment within the North Peace Cultural Centre in a position outside the bargaining unit shall retain their seniority date for the period of probation in the excluded position. An employee so assigned may return to a position in the bargaining unit commensurate with their seniority and qualification providing that it is done during the probationary period.

11.3 Loss of Seniority

Seniority and all rights under this agreement will be lost when an employee:

- (a) voluntarily terminates their employment;
- (b) is discharged for just cause;
- (c) is on layoff in excess of their contractual right as established in Article 13.7;
- (d) is assigned into an excluded position with the Employer and successfully completes their probationary period;
- (e) fails to return from an approved leave of absence within three (3) days;
- (f) refuses a recall to a position for which they are qualified;
- (g) an employee on leave of absence without pay shall not accrue seniority for leave periods over thirty (30) calendar days. Upon returning the employee shall receive their position back, or a position of equal rank and salary;
- (h) an employee on a claim recognized by the WCB shall be credited with service seniority equivalent to what they would have earned had they not been absent and had been able to work.

11.4 Additional and Relief Work

- (a) Regular employees will, in seniority order, have the right of first (1st) refusal for additional part-time work for which they are qualified providing it does not disrupt their regular schedule and does not result in overtime.
- (b) If additional hours of casual work are required as a result of short-term peak periods or leaves of absence then such hours shall be offered on a rotational basis to qualified casual employees.

11.5 Seniority Lists

A current seniority list shall be posted by the Employer by June 30 and December 31 of each calendar year with a copy forwarded to the Union's area office.

11.6 Determination of Senior Employee

Where two (2) or more employees have the same seniority date, their relative seniority shall be determined by chance.

11.7 Seniority Upon Transferring into the Bargaining Unit

Any person employed by the Employer who is promoted or transferred as per Article 12 to a position covered by the agreement shall be credited for seniority purposes with their full seniority entitlement as established under Article 11.1.

11.8 Re-Employment

An employee who resigns their position and within sixty (60) calendar days is re-employed shall be granted a leave of absence without pay covering those days absent and shall retain all provisions and rights in relation to seniority and other fringe benefits.

ARTICLE 12 - SERVICE CAREER POLICY**12.1 Job Postings**

- (a) Notice of all job vacancies within the bargaining unit shall be posted on a bulletin board on the Employer's premises for at least five (5) working days. The notice shall indicate job, title, salary range and a brief outline of the duties involved.
- (b) A copy of all job postings within the bargaining unit shall be sent to the local union office.

12.2 Job Applications

- (a) All applications for the posted positions must be filed in writing with the Employer, by 4:00 p.m. of the closing day after posting.
- (b) Employees who are absent for a period not exceeding sixty (60) calendar days by reason of authorized leaves of absence or vacation may file an application prior to such absence and their application will be considered as if it had been filed during the time referred to above. If the absent employee is successful in their job bid, the vacancy may be filled on a temporary basis until they return. Applications submitted under this provision shall only apply for sixty (60) calendar days or until the employee returns, whichever is lesser.

12.3 Appointments

- (a) The parties recognize that job promotion should increase in proportion to the employee's length of service. In selecting persons for job vacancies the relative skill and ability of those bidding will be considered; where two (2) or more employees have similar skills and abilities, the employee with the greatest seniority shall be selected. In instances when a more senior bargaining unit applicant is not selected for a job posting, the Employer agrees that the successful applicant will possess a demonstrable edge in qualifications.
- (b) Where the senior applicant is not selected they shall, upon request, be given reasons for such decision.
- (c) Upon request the Employer shall provide the steward with notification of all job posting awards after notification to the successful applicant.
- (d) Where a grievance arises in relation to a job posting award, it shall proceed pursuant to the provisions of Article 8.

12.4 Filling of Vacancies

It shall be the intent of the Employer to fill bargaining unit job vacancies from within the bargaining unit providing employees who apply for posted positions have the required skill, ability and qualifications. Determination of qualifications shall be the sole responsibility of the Employer.

12.5 Trial Period

All employees who are promoted to fill a posted position shall be placed on a trial period for up to sixty (60) days actually worked. If the employee is unable to meet the requirements of the new position, such an employee shall be returned to their former position or one of equal rank. Salary shall be at the job group rate prior to promotion.

12.6 Reimbursement for Courses

- (a) Both parties to this agreement recognize the importance of professional development. The following rules shall apply to employees who take courses:

- (1) all courses requested to be taken by the Employer shall be one hundred percent (100%) paid for by the Employer, this includes all associated costs. (e.g. tuition, books, membership fees etc.);
 - (2) employees who take courses approved in advance by the Employer may be reimbursed up to fifty percent (50%) of the cost of the course upon proof of successful completion.
- (b) When the Employer requires an employee to attend a course or courses, leave with pay shall be provided and the employee shall be reimbursed for reasonable and justifiable expenses.
 - (c) If an employee is required to attend a course or courses on a regular day off, the employee will be offered another day off as mutually agreed upon.
 - (d) Where an employee is directed by the Employer to attend programs which are not included in the normal duties of the employee's job, and are outside the Peace River Regional District, such that the employee incurs additional child care expenses, the employee may be reimbursed for additional child care expense up to fifty dollars (\$50) per day upon production of a receipt.
 - (e) Where an employee, who is not on leave of absence, attends a course directed by the Employer outside the employee's normal scheduled workday, such that the employee incurs additional child care expenses, the employee may be reimbursed for the additional child care expense up to twenty-five dollars (\$25) per day upon production of a receipt. This reimbursement shall not exceed fifteen (15) days per calendar year.
 - (f) Reimbursement in (d) or (e) shall only apply where no one else at the employee's home can provide the child care.
 - Regional District shall be designated as Dawson Creek, Fort St. John, Chetwynd and Hudson's Hope.

12.7 Employee Training

Both parties recognize the importance of providing training opportunities to meet changing work conditions.

When funding is available, the Employer shall endeavour to:

- (a) establish an upgrading and/or training program when new equipment or systems are introduced;
- (b) for new hires an initial period of job training will be provided during probation.

12.8 Notice of Resignation

Employees are encouraged to provide the Employer with two (2) weeks' notice of intention to terminate in order to provide adequate time to obtain a replacement.

12.9 Orientation

The Employer shall provide a reasonable orientation period for new hires or incumbent employees who are promoted (who have not already received orientation) in a new position. The purpose of the orientation period will be to familiarize employees with the duties associated with their new position. While in orientation employees will not normally be required to perform functions that are outside of the job duties for their position.

ARTICLE 13 - LAYOFF AND RECALL**13.1 Definition of Layoff**

- (a) "Layoff" includes a cessation of employment, or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer.
- (b) The annual shut down is not deemed to be a layoff, for bumping purposes providing that;
 - (1) the shutdown is not in excess of four (4) weeks for office staff, the gallery staff and the Technical Director, and not in excess of eight (8) weeks for the pre-school staff;
 - (2) the shutdown does not impact the maintenance staff;
 - (3) the Employer advises, in writing, affected employees a minimum of three (3) months in advance of the dates of the shutdown.

Employees who are not required to work will not be able to exercise bumping rights during the annual shutdown; however,

- (4) The Labour/Management Committee will meet prior to the shut down and discuss the availability of alternate employment for full-time staff members affected by the shutdown.
- (5) Full-time employees will have the option of declining alternate work and taking vacation, time off in lieu of banked overtime, or an unpaid leave of absence during the annual shutdown.
- (c) Part-time employees, will have the option of taking vacation, time off in lieu of banked overtime or an unpaid leave of absence during the annual maintenance.

13.2 Notice

Before a layoff occurs, the Employer may consult with the Union to discuss lessening disruptions to clients and staff. The Employer will provide the Union with as much notice as possible of any proposed labour adjustment initiative which results in a staff reduction.

13.3 Staff Reduction

- (a) Should the Employer decide to reduce the number of staff, or reduce more than four (4) hours from an employee's regular weekly schedule, the employee with the least amount of seniority in the position impacted by the reduction in funding, shall be laid off from that position; providing the remaining employees are capable of performing the necessary duties and functions. The employee may displace another employee in a position at the same or lower job level position providing they have the skills, knowledge and ability to perform the job functions satisfactorily, and have greater seniority than the employee to be displaced.
- (b) An employee choosing to bump must do so within fourteen (14) working days of receiving the layoff notice.
- (c) Where, within sixty (60) days of an employee electing to bump, it is determined that the employee is not suited to the position, the option of layoff and severance shall again be offered.

13.4 Retraining

Wherever practical, an employee becoming redundant due to new equipment or procedures, shall be eligible for training to qualify for the operation of such new equipment or procedure, or to qualify for new positions. Such retraining shall be provided by the Employer without cost and without loss of pay to the affected employee providing funds are available.

13.5 Recall or Termination

In cases where the retraining of an employee is not practical, or where other positions with the Employer are not available, the employee shall elect for termination of employment or shall elect to be placed on the recall list in accordance with Article 13.7.

13.6 Notice of Layoff

Regular employees shall be given two (2) weeks' notice of layoff or two (2) weeks' salary in lieu of notice.

13.7 Recall List

A regular employee with six (6) months or more of service who is laid off due to lack of work or redundancy shall be placed on a recall list for a period of twelve (12) months.

13.8 Recall

Employees on the recall list shall have the right to return to a vacancy in their former position or to a position for which they are qualified providing no other employee with greater seniority is promoted or transferred to such vacant position. When such transfers or promotions occur, resulting in a vacant position, the employee on the recall list will be offered the resulting vacant position providing they are qualified.

13.9 Notice of Recall

(a) Notice of recall to an employee on the recall list shall be sent by mail requiring a signature of receipt to the employee's last known address. An employee on the recall list must accept recall within three (3) calendar days of receiving notice of recall. An employee refusing a recall to a position for which they are qualified will be deemed to be terminated in accordance with Article 11.3. A copy of the recall notice shall be forwarded to the local union office.

(b) An employee bypassed because they were not qualified for the vacant position, shall be kept on the recall list for their remaining recall period.

13.10 Regular Part-Time

Regular part-time employees will not be allowed to exercise their seniority to displace a full-time employee.

13.11 Severance Pay

An employee may elect severance rather than recall. An employee choosing not to bump, pursuant to Article 13.3 above may elect severance pay in accordance with the following:

(a) Regular employees who have successfully completed their probationary period and who are laid off may opt for severance pay based upon years of service. Severance pay shall be calculated at one (1) week of regular pay for every full year of service and prorated for partial years. The employee will not receive an amount in excess of eight (8) weeks' salary. Employees who opt for severance pay will not be subject to recall in accordance with Article 13.8. Upon receiving severance pay, an employee will be deemed to have resigned.

(b) Part-time employees shall be prorated at the appropriate payout.

13.12 Red-Circling

Employees who, for reasons set out in this article, are placed in a position having a lower salary than for their former position, shall be red circled and retain their salary for a period of up to three (3) months, or until such time as the difference between the lower salary and their salary is removed.

ARTICLE 14 - HOURS OF WORK

14.1 Workday and Workweek

(a) The standard day shift shall be up to eight (8) hours per day. The standard workweek shall consist of up to forty (40) hours per week.

(b) *Regular Part-Time Employees* - for the purposes of overtime calculations, regular part-time employees who secure extra shifts shall do so at straight-time rates. However, they shall not work more than five (5) consecutive days per week, eight (8) hours per day or forty (40) hours per week without receiving overtime rates.

14.2 Work Schedules

It is agreed that the determination of the starting time of the daily and weekly work schedules shall be made by the Employer and such schedules may be changed by the Employer from time to time to suit varying conditions of business. The Employer shall endeavour to provide a minimum of two (2) weeks' notice of shift schedules.

14.3 Workload

Issues around workload shall be brought to the employee's immediate supervisor for discussion, these issues shall be in written format. The Employer agrees to meet and discuss possible solutions within twenty (20) working days.

14.4 Meal Periods

(a) Meal periods shall be scheduled as closely as possible to the middle of the workday. The length of the meal period shall be not less than thirty (30) minutes and not more than sixty (60) minutes. The length of time and the precise time to be arranged between the Employer and the employees.

(b) An employee shall be entitled to take their meal period away from the worksite. Where the Employer determines that this cannot be done, the meal period shall be considered as time worked at straight-time including the accrual of all benefits of the collective agreement.

14.4 Rest Periods

Two (2) rest periods per day of fifteen (15) minutes each, one (1) in the morning and one (1) in the afternoon, shall be provided without loss of pay. Part-time employees will be entitled to the following: three (3) to five (5) hours worked, one (1) fifteen (15) minute rest period. In excess of five (5) hours worked, two (2) fifteen (15) minute rest periods shall be provided.

14.5 Averaging of Hours

(a) Some employees may be pre-approved by the Employer to average their work hours to take into account the needs of the Centre. The employee's schedule will be reviewed and approved by the Employer at least two (2) weeks in advance of the schedule coming into effect.

(b) The maximum hours to be worked in a shift, exclusive of meal periods shall be twelve (12). The averaging period shall be 160 hours in a twenty-eight (28) day period.

(c) The full-time employee who has a day of absence, whether with or without pay, will be deemed to be absent for eight (8) hours providing at least eight (8) hours are required to complete the averaging period. If less than eight (8) hours are required to complete the averaging period, such number of hours will be deemed to be the hours of absence.

ARTICLE 15 - OVERTIME

15.1 Authorization of Overtime

All overtime work must be authorized in advance by the Senior Management, or their designate.

Employees pre-approved to average their hours as per Article 14.6(a), shall not be entitled to overtime compensation until their hours exceed one hundred sixty (160) hours in a twenty-eight (28) day period.

15.2 Definitions

(a) *Overtime* - means work performed by a full-time employee in excess of eight (8) hours per day, or forty (40) hours per week.

(b) *Straight-time rate* - means the hourly rate of remuneration.

(c) *Time and one-half* - means one and one-half times (1½x) the straight-time rate.

(d) *Double-time* - means twice (2x) the straight-time rate.

15.3 Overtime Compensation

(a) All time worked in excess of the standard day shift shall be paid for at time and one-half (1½x) the employee's straight-time hourly rate for the first four (4) hours and two times (2x) the straight-time hourly rate thereafter.

(b) *Scheduled day off* - time worked by an employee on the employee's scheduled day off shall be paid at time and one-half (1½x) the employee's straight-time hourly rate. This only comes in to effect if it results in working in excess of forty (40) hours per week.

(c) There shall be no pyramiding or compounding of premiums.

15.4 Overtime Meal Allowance

When an employee works three (3) hours or more overtime, immediately before or after the completion of their scheduled hours, they shall be provided with a meal (subject to dietary requirements) or shall be reimbursed for a normal meal allowance, as per Article 25.6, and allowed thirty (30) minutes of paid time in which to eat.

15.5 Right to Refuse Overtime

Employees may decline overtime on a seniority basis providing there are other qualified employees available to perform the work. In such cases, the junior employees cannot decline to work overtime.

15.6 Callout Provisions

An employee called back to work after having completed a regular day's work, or from vacation, providing the hours are not adjacent to the regular shift, shall be paid at the applicable overtime premium specified

in this article for a minimum of two (2) hours or for actual time worked, whichever is greater. Travel time to and from the employee's residence will be considered as time worked.

15.7 Payment of Overtime

Overtime pay shall be paid out in the pay period immediately following the payroll cutoff.

15.8 No Layoff to Compensate for Overtime

- (a) *No Layoff* - An employee shall not be required to layoff during regular hours to equalize any overtime worked.
- (b) *Banked Time*
 - (1) The employee will have the option of choosing cash or equivalent time off of their choice provided such time off is scheduled by mutual agreement.
 - (2) Maximum time bank in lieu of overtime pay shall not exceed the equivalent of five (5) days' pay at the employee's basic rate. The "*banked*" time shall be calculated in a cash amount on the basis of the basic rate of pay of the employee at the time overtime was worked.
 - (3) All "*banked*" time must be taken prior to June 30 of the year following the time of banking, or shall be paid out.

ARTICLE 16 - PAID HOLIDAYS

16.1 Paid Holidays

- (a) The Employer agrees to provide all full-time employees the following statutory holidays, without loss of regular pay:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
BC Day	Boxing Day
Family Day	

- (b) Or any other day proclaimed by the federal, provincial, or municipal government as a statutory holiday.

16.2 Holidays Falling on Saturday or Sunday

For an employee whose workweek is from Monday to Friday and when any of the above noted holidays falls on a Saturday, and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this agreement; and when a holiday falls on a Sunday, and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applies to the Monday) shall be deemed to be the holiday for the purpose of this agreement.

16.3 Qualifying

To qualify for the compensation under Article 16.1 a regular employee must:

- (a) have completed thirty (30) calendar days service with the Employer; and
- (b) have worked at least fifteen (15) of the preceding thirty (30) calendar days.

Regular part-time and casual employees shall have statutory holidays prorated in accordance with their hours relative to a full workweek.

16.4 Holidays Falling on a Day of Rest

Should one of the statutory holidays fall on an employee's normal day(s) off, the employee shall receive an additional day(s) off, with pay, to be taken at a time mutually agreed between the employee and the Employer, but not longer than ninety (90) calendar days following the date the holiday occurred.

16.5 Working on a Paid Holiday

If an employee is required to work on a statutory holiday, they shall, in addition to their holiday pay, be paid at time and one-half (1½x) times their regular hourly rate for all hours worked.

16.6 Holiday Coinciding with a Day of Vacation

Where an employee is on vacation leave and a day of paid holiday falls within that period, the paid holiday shall not count as a day of vacation.

ARTICLE 17 - ANNUAL VACATIONS

17.1 Vacation Schedule for First Incomplete Year

During the first year of employment, an employee shall accrue vacation time on a prorated basis. Vacation time may be taken as it is accrued as per Article 17.3.

17.2 Annual Vacation Entitlement

(a) Paid annual vacation for all regular full-time employees shall be on the following basis:

1-2 years' service	2 weeks (4%)
3-7 years' service	3 weeks (6%)
8-9 years' service	4 weeks (8%)
10-14 years	5 weeks (10%)
15 years and more service	6 weeks (12%)

(b) Employees engaged on a regular part-time basis shall be entitled to annual vacation days on a prorated basis.

(c) Employees engaged on a casual basis will earn vacation pay at the rate of four percent (4%).

17.3 Vacation Scheduling

The scheduling of vacations shall be by mutual agreement.

17.4 Vacation Pay in Advance

An advance pay for vacation time may be arranged provided the request is made in writing at least two (2) weeks in advance of the start date of vacation.

17.5 Vacation Carryover

An employee may carry over a maximum of ten (10) days' vacation to the next year. Those ten (10) carried over days must be used before December 31 of the carryover year.

17.6 Vacation Credits upon Death

Earned, but unused vacation entitlement shall be made payable, upon termination due to death, to the employee's beneficiary or where there is no beneficiary, to the employee's estate.

17.7 Approved Leave of Absence during Vacation

When an employee is eligible for sick leave or bereavement leave, during their vacation period, there shall be no deduction from the vacation credits for such leave, upon production of a certificate from a qualified medical practitioner or evidence of death in immediate family. The period of vacation so displaced shall be taken at a mutually agreed time. This article will not apply if the vacation leave is taken during the annual shut down.

ARTICLE 18 - SICK LEAVE

18.1 Sick Leave

All full-time employees will be eligible for sick leave with pay up to five (5) days per year non-cumulative. Employees will be allowed to carry over a maximum of three (3) unused sick days into the next year.

A doctor's note may be required on the third day of illness. Part-time employees sick leave will be prorated. The cost of a doctor's note shall be split equally between the Employer and the employee.

18.2 Family Illness

In the case of a sudden illness of a child or immediate family member permanently residing at the employee's household, and when none at the employee's home other than the employee can provide for the needs of the ill child or dependant, the employee shall be entitled, after notifying their supervisor, to use up to a maximum of five (5) days sick leave per year for this purpose.

18.3 Leave for Medical/Dental Care

Where adequate medical/dental facilities are not available, employees shall be allowed to deduct from their credit described in Article 18.1, the necessary time including travel and treatment time up to a maximum of three (3) days to receive medical/dental care at the centre so requested by their doctor/dentist, for the employee, spouse, dependent child or dependent parent permanently residing in the employee's household or with whom the employee permanently resides. The Employer may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services locally. The cost for supplying such written information shall be split equally between the Employer and the employee.

18.4 Notification

All employees must notify their Supervisor as soon as reasonably possible on the day of absence due to illness.

ARTICLE 19 - SPECIAL AND OTHER LEAVE

19.1 Bereavement Leave

In the case of bereavement in the immediate family, an employee not on leave of absence without pay shall be entitled to leave without loss of pay, at their regular rate of pay, from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall not normally exceed three (3) working days for a bereavement occurring within the Peace River Regional District, and five (5) working days outside of the Peace River Regional District. Immediate family

is defined as an employee's parent, stepparent, foster parent, fiancé, spouse, child, stepchild, foster child, child's parent, brother, stepbrother, sister, stepsister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchildren, grandparent and any other relative permanently residing in the employee's household or with whom the employee permanently resides. In the event of the death of the employee's brother-in-law, sister-in-law, aunt or uncle, the employee shall be entitled to special leave for one (1) day for the purpose of attending the funeral. Leave without loss of pay will also be granted to attend a funeral as pallbearer or mourner for one-half (½) day, up to two (2) occasions per year, for a total of one (1) full day.

19.2 Medical and Dental Care Leave

The Employer shall grant up to two (2) hours off with pay for medical or dental appointments as long as reasonable notice is provided and job requirements permit the leave. Wherever possible, appointments should be made outside of working hours at the least disruptive times. Medical or dental appointments in excess of two (2) hours shall be granted as sick leave.

19.3 Jury Duty

The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as juror or witness in a court action, provided such court action is not occasioned by the employee's private affairs. An employee in receipt of their regular earnings while serving at court shall remit to the Employer all monies paid to them by the court, except travelling and meal allowances not reimbursed by the Employer.

19.4 General Leave

Leave of absence not covered above, will be considered by the Senior Management. Such leave requests shall be in writing.

19.5 Abandonment of Position

An employee shall be deemed to have terminated their employment where they fail to return from an authorized leave of absence within three (3) days.

19.6 Elections

Employees shall be entitled to time off in accordance with the *Elections Act*.

19.7 Full-Time Union or Public Duties

The Employer shall grant, on written request, leave of absence without pay:

- (a) for employees to seek election in a municipal, provincial, federal, first nation or other aboriginal election for a maximum period of ninety (90) days;
- (b) for an employee, elected to the position of President or Treasurer of the B.C. Government and Service Employees' Union, the leave shall be for a period of two (2) years and shall be renewed upon request of the Union.
- (c) For an employee, elected to any body to which the Union is affiliated for a period of one (1) year and the leave shall be renewed upon request of the Union.
- (d) For employees elected to a public office for a maximum period of five (5) years.

ARTICLE 20 - MATERNITY, ADOPTION AND PARENTAL LEAVE**20.1 Maternity Leave**

Employees shall qualify for maternity leave upon completion of their probationary period, i.e. three (3) months.

- (a) Upon request, the employee will be granted leave of absence without pay for a period of not more than fifty-two (52) consecutive weeks.
- (b) The period of maternity leave without pay shall be from eleven (11) weeks before the expected date of termination of the pregnancy, or at a later time subject to (c) below.
- (c) The Employer shall defer the commencement of maternity leave for any period approved in writing by a qualified medical practitioner. Where an employee who is at work becomes ill or injured following commencement of the eleven (11) week period in (b) above, or later as outlined in this article, such illness or injury shall be covered by available sick leave pursuant to Article 18.1.

20.2 Parental Leave

Employees shall qualify for parental leave upon completion of their probationary period, i.e. three (3) months.

- (a) Upon written request an employee shall be entitled to parental leave of up to twelve (12) consecutive weeks without pay.
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the twelve (12) weeks parental leave between them.
- (c) Such written request pursuant to Article 20.2(a) above must be made at least four (4) weeks prior to the proposed leave commencement date.
- (d) On return from parental leave, an employee shall be placed in their former position, or in a position of equal rank and basic pay.

20.3 Adoption Leave

- (a) Upon request, and having completed their initial probationary period, an employee shall be granted leave of absence without pay for up to fifty-two (52) consecutive weeks following the adoption of a child. The employee shall have to furnish proof of adoption. Where both parents are employees, the employees will decide which of them will apply for the leave.
- (b) On return from adoption leave, an employee shall be placed in their former position or in a position of equal rank and basic pay.

20.4 Seniority, Vacation and Benefits

- (a) A regular employee on maternity, parental or adoption leave shall continue to accrue seniority and sick leave for leave periods up to a maximum of fifty-two (52) consecutive weeks.
- (b) Such employee shall continue to qualify for annual vacation entitlement increases and shall not earn vacation time or pay during such leave. Unused vacation time may be carried over to the following year, notwithstanding Article 17.5.
- (c) The Employer, during maternity, parental, and/or adoption leave, shall maintain coverage for Medical, Extended Health, Dental, Group Life, and Long-Term Disability Benefits and shall pay the Employer's share of the premiums upon receipt of the employee's share of premiums.

20.5 Extension of Maternity, Parental or Adoption Leave

Maternity, parental or adoption leave may be extended for up to an additional six (6) months without pay and without further seniority or sick leave accrual, and without entitlement to paid benefits. The employee may continue to be covered by their benefits if they pay the full cost (employee and employer share) of the premiums in advance to the Employer.

ARTICLE 21 - OCCUPATIONAL SAFETY AND HEALTH

The Union and the Employer agree that regulation made pursuant to the WCB or any other statute of the Province of BC pertaining to the working environment, shall be fully complied with. First aid kits shall be supplied in accordance with this section.

21.1 Joint Occupational Health & Safety Committee

The Joint Occupational Health and Safety Committee shall be incorporated into the Joint Labour/Management Committee as set out in Article 22.1. The Committee will be responsible for preparing recommendations to management concerning unsafe working conditions, introduction of a safety education programme and other related matters.

21.2 Working Environment

The parties agree that a safe and clean working environment is necessary in order to carry out work assignments in a satisfactory manner.

21.3 Unsafe Work Conditions

(a) A worker will consult with their supervisor before refusing to perform work where they have reasonable grounds to believe, and do believe, that the particular work and/or environment is dangerous to their health and safety, or the health and safety of another worker or another person. The Employer, or any persons acting on behalf of the Employer, shall not take or threaten any disciplinary action against any employee or employees.

(b) The Employer will not discharge, discipline or otherwise discriminate against any worker participating in any rights provided by this article.

21.4 Injury Pay

An employee who is injured on the job during working hours and who is required to leave for treatment or sent home for such injury shall receive payment for the remainder of their shift.

21.5 Transportation of Accident Victim

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

ARTICLE 22 - LABOUR MANAGEMENT COMMITTEE

22.1 Establishment of Committee

(a) The parties agree to the establishment of a standing committee, called the Labour/Management Committee. The purpose of which is to encourage communication at regular intervals, solve problems, or potential problems before they become a grievance, discuss any subjects of mutual interest arising out of this collective agreement.

- (b) The Committee shall consist of two (2) representatives from the bargaining unit appointed by the Union and two (2) representatives appointed by the Employer. Each party to this agreement shall keep the other party informed of its representatives.
- (c) Meetings shall be scheduled at least once every sixty (60) days, or at the call of either party. This shall be done on employer time.
- (d) The Union and the Employer will alternate as Chair when meetings are held.
- (e) Any issues regarding occupational health & safety shall be dealt with through the Labour/Management Committee.

22.2 Meetings of Committee

Each party shall present an agenda of items to be discussed to the other party not less than five (5) days prior to each meeting. Such meetings will normally be scheduled during regular working hours and those persons designated by the Union shall not suffer loss of pay in the performance of their duties under this article.

Time spent by this committee beyond the regular working hours shall not be reimbursed by the Employer.

22.3 Jurisdiction of Committee

Both parties have the right to refer any matter or proposal discussed at the Labour/Management Committee meeting to their respective principals for further direction, advice or ratification.

ARTICLE 23 - WORK CLOTHING

The Employer shall supply to employees covered by this collective agreement the following safety and other apparel:

- (a) all safety related apparel as required in the *Workers Compensation Act* and Regulations;
- (b) gloves where required;
- (c) insulated coveralls for winter wear, for maintenance workers - one (1) pair every three (3) years;
- (d) safety goggles, for maintenance workers;
- (e) t-shirts with NPCC crest, for designated workers – two (2) per year.

ARTICLE 24 - HEALTH AND WELFARE – BENEFIT PLANS

- All existing benefits and privileges not specifically changed or removed in the agreement shall remain in full force and effect for the duration of the agreement.
- Medical Services Plan of British Columbia premiums will be paid at one hundred percent (100%).
- Extended Health Care to include four hundred (\$400) vision care every twenty-four (24) months
- Dental Plan
- Life Insurance equal to two times (2x) annual salary
- Accidental Death and Dismemberment to a maximum two times (2x) annual salary
- Weekly Indemnity – Payment maximum of three hundred dollars (\$300) from first (1st) day accident/eight (8) day sickness – total seventeen (17) week – disabled for own occupation.

- Long-term Disability shall be paid at sixty-six point seven percent (66.7%) of monthly salary.
- Critical Illness insurance of twenty-five thousand dollars (\$25,000)

Any cost savings the Employer receives due to a reduction in MSP premium costs, shall be utilized in reducing the Employee's share of Extended Health, Dental, Group Life and Long-Term disability premiums.

ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES

25.1 Equal Pay

The Employer shall not discriminate between male and female employees by employing a person of one sex for any work at rate of pay that is less than the rate of pay at which a person of the other sex is employed for similar or substantially similar work.

25.2 Rates of Pay

- (a) Employees shall be paid in accordance with the rates of pay negotiated by the parties to this agreement. For information purposes the applicable rates of pay are recorded in Appendix A to this agreement.
- (b) The distribution of paycheques shall be done in such a manner that the details of the paycheque shall be confidential.

25.3 Paydays

Employees shall be paid biweekly, with paydays being every second (2nd) Friday. Payment shall be by direct deposit.

25.4 Pay on Temporary Assignment

Other than in the case of recall, an employee temporarily assigned by the Employer to a position with a rate of pay lower than their regular rate of pay shall maintain their regular rate of pay.

25.5 Mileage Allowance

Upon prior approval, mileage allowance for all miles travelled on the Employer's business shall be paid to employees required by the Employer to use their own vehicles in the performance of their duties. The mileage allowance shall be fifty cents (50¢) per kilometre.

25.6 Meal Allowance

Employees on approved travel status away from Fort St. John shall be entitled to meal allowances for the time spent away from their headquarters:

Breakfast	\$12.00
Lunch	\$14.00
Dinner	\$26.50

25.7 Public and Private Accommodation Allowance

Employees on approved travel status who require overnight accommodation shall be entitled to one of the following:

- (a) *Public Accommodation Allowance* – The Employer shall arrange and provide lodging in a hotel, motel or other facility. The employee will be entitled to a single accommodation.

(b) *Private Accommodation Allowance* – When the employee elects private accommodation in a private domicile, they shall be entitled to reimbursement at the rate of forty dollars (\$40) per day.

ARTICLE 26 - CLASSIFICATION AND JOB DESCRIPTIONS

26.1 Classification Specifications

Job descriptions are written by the Employer with the intent to set forth the general duties and requirements of the job and to indicate the level of skill required and shall not be construed as imposing any restriction on the right of the Employer to create a new job or to assign duties to employees other than those specifically mentioned in job descriptions, providing always that if the assignment of such duties changes the job content significantly to justify a review of the job rate, the local union office shall be notified and a revised rate may be negotiated between the parties.

26.2 Classification and Salary Assignment

When a new position is established in the bargaining unit or the duties of an existing position are significantly changed, the Employer shall set an interim wage rate and category for such position and notify the Union. The Union may negotiate the salary and if within thirty (30) working days agreement cannot be reached, the matter may be referred to arbitration under the provisions of Article 9.

The time limits referred to in this article may be extended by mutual agreement of the parties in writing.

26.3 Job Descriptions

The Employer will provide current job descriptions within three (3) months following ratification. The Union shall have the right to challenge the accuracy of the job description within thirty (30) days of receipt from the Employer. If agreement cannot be reached, either party may refer the matter to arbitration within sixty (60) days of the date upon which the Union was presented with the job description.

ARTICLE 27 - GENERAL CONDITIONS

27.1 Tool Allowance

The Employer shall supply all tools required for the employee to perform their duties.

27.2 Inclement Weather

If the Employer sends any employees home due to inclement weather or power outage, the employees will be sent home without loss of pay for the remainder of that day's scheduled shift.

27.3 Payroll Deductions

An employee shall be entitled to have deductions from their salary assigned for RRSP purchase.

27.4 Copies of the Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this agreement, and their rights and obligations under it. For this reason, the Union shall arrange for printing of sufficient copies of the agreement for distribution to employees. The agreement shall be printed in a union shop and bear the recognized union insignia. The cost of such printing shall be shared equally.

27.5 Northern Travel Allowance Benefit**(a) Full-Time Employees**

It is agreed by both parties that the Employer will provide, at no cost to the Employer and no wage increase to the BCGEU employee, an annual T4 benefit for northern travel allowance in the amount of three thousand dollars (\$3000) per year for income tax purposes. The benefit is applicable to only regular permanent full-time employees.

(b) Part-Time Employees

It is further agreed by both parties that the Employer will provide, at no cost to the Employer and no wage increase to the BCGEU employee, an annual T4 benefit for part-time employees. The amount shall be prorated at seven percent (7%) of the employee's annual gross salary to a maximum of three thousand dollars (\$3000) per year, whichever is least, for income tax purposes. The benefit is applicable to only regular permanent part-time employees.

This benefit is subject to the continuance of Fort St. John being deemed a northern community as per the appropriate federal income tax legislation.

27.6 Event Tickets

When the Employer is responsible for providing Theatre Productions, employees are eligible for two (2) complimentary tickets if seats are available seven (7) days in advance of the performance.

This does not include events where the theatre is rented by an outside patron or fundraisers.

27.7 No Contracting Out

The Employer agrees not to contract out any bargaining unit work presently performed by employees covered by this agreement without mutual agreement from the Union, which would result in the laying off of such employees or the failure to call laid off employees on the recall list, providing the employee has the necessary knowledge, skills and ability and there is availability of equipment to perform the work.

ARTICLE 28 - TERM OF AGREEMENT**28.1 Duration**

This agreement shall be binding and remain in effect from date of ratification to midnight June 30, 2017.

28.2 Notice to Bargain

(a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after March 31, 2017, but in any event, not later than midnight May 30, 2017.

(b) Where no notice is given by either party prior to May 30, 2017 both shall be deemed to have given notice under this article on May 30, 2017, and thereupon Article 28.3 applies.

(c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the Senior Management.

28.3 Commencement of Bargaining

Where a party to this agreement has given notice under Article 28.2 of this agreement, the parties shall, within fourteen (14) calendar days after the notice is given, commence collective bargaining.

28.4 Change in Agreement

Any change deemed necessary in this agreement may be made by mutual agreement at any time during the life of this agreement. Such agreed changes shall be incorporated into this agreement as an addendum.

28.5 Agreement to Continue in Force

Both parties shall adhere fully to the terms of this agreement during the period of bona fide collective bargaining. The collective agreement remains in force absent strike or lockout, unless and until a renewal is reached.

28.6 Effective Date of Agreement

The provisions of this agreement, except as otherwise specified, shall come into force and effect on the date of ratification of this agreement.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

Stephanie Smith
President

Connie Surerus
Board Chair

Hardik Patel
Bargaining Committee Member

Oliver Hachmeister
Operations Manager

Trinity Truscott
Bargaining Committee Member

Katy Peck
Business Manager

Angie Panoulis
Staff Representative

Dated this _____ day of _____, 20_____.

**APPENDIX A
Wage Rates**

The Union proposes a wage increase as follows;

July 1, 2017 – 2%

July 1, 2018 – 2.5%

July 1, 2019 – to be negotiated as per MOU # 1

Position	Current Wage	Effective July 1, 2017	Effective July 1, 2018
Café Assistant	\$14.00	\$14.28	\$14.64
Café Manager	\$19.23	\$19.61	\$20.10
Gallery Assistant	\$13.77	\$17.95	\$18.40
Gallery Manager	\$19.38	\$19.77	\$20.26
Maintenance	\$16.32	\$16.65	\$17.07
Maintenance Supervisor	\$19.89	\$20.29	\$20.80
Play Arts Assistant Instructor	\$17.95	\$18.31	\$18.77
Play Arts Head Instructor	\$19.38	\$19.77	\$20.26
Reception Box Office Clerk	\$18.36	\$18.73	\$19.20
Theatre Technician	\$20.40	\$20.81	\$21.33

**APPENDIX B
List of Arbitrators**

Ron Keras
Mark Brown
Joan Gordon
Margurite Jackson QC

**LETTER OF UNDERSTANDING
Volunteers**

The Union recognizes that NPCC is a community based non-profit organization and that community members have traditionally volunteered to participate in the Society's activities. Both the Employer and the Union recognize that volunteers can and may perform a useful function in assisting NPCC to accomplish its mission, fulfill its mandate and achieve its objectives. The Employer agrees that no employees shall have their scheduled hours reduced or shall be laid off as a direct result of the Employer engaging the services of a volunteer.

Should any conflict as to the use of volunteer workers arise between the Employer and the Union, such conflict shall be subject to the grievance and arbitration procedures.

MEMORANDUM OF UNDERSTANDING # 1
Collective Agreement Wage Re-Opener

The parties agree that the term of this agreement shall be two (2) years, from July 1, 2017 to June 30, 2019.

The parties shall meet by February 1, 2019 to negotiate a wage increase for a third year of the collective agreement. The parties will have 60 calendar days to reach an agreement. Should the parties be in agreement on a wage increase for a third year, the collective agreement shall be extended by such and be in effect until June 30, 2020.

Should the parties not be in agreement to a negotiated wage increase for a third year, the June 30, 2019 expiry date will come into effect and the collective agreement terms shall be renegotiated and notice served as per Article 28.2.

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