

COLLECTIVE AGREEMENT

between the

DISTRICT OF SECHLT

and the

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

Effective from January 1, 2016 to December 31, 2020

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DEFINITIONS

For the purpose of this agreement:

- (1) "*bargaining unit*" - is the unit for collective bargaining described in the certification issued by the Industrial Relations Council on May 16, 1991;
- (2) "*common-law spouse*" - includes same sex and opposite sex individuals where the employee has signed a declaration or affidavit that they have been living in a common-law relationship or have been co-habiting for at least twelve (12) months. The period of co-habitation may be less than twelve (12) months where the employee has claimed the common-law spouse's child/children for taxation purposes;
- (3) "*spouse*" - includes husband, wife and common-law spouse;
- (4) "*child*" - means a person not yet of age (i.e. under 19 years of age) and shall include a ward of the Superintendent of Child Welfare or a child of a spouse;
- (5) "*District*" - means The District of Sechelt;
- (6) (a) "*employee*" - means a member of the bargaining unit and includes:
 - (i) "*regular full-time employee*" - meaning an employee who is employed for work which is continuous and has been appointed to a regular position and who works thirty-five (35) hours per week for "*administration areas*" or thirty-seven and one-half hours (37½) hours per week for "*public works and parks areas*";
 - (ii) "*regular part-time employee*" - meaning an employee who is employed for work which is continuous and has been appointed to a position in either area that is less than full-time hours states in (i) above. The provisions of the collective agreement apply to eligible part-time employees on a pro rata basis;
 - (iii) "*temporary employee*" - meaning an employee who is employed for work such as:
 1. seasonal work;
 2. special projects;
 3. special programs such as the student employment program, winter works programs for the unemployed, emergencies such as floods or other special temporary programs;
 4. other temporary work as agreed to by both parties.
 - (iv) "*casual employee*" - meaning an employee who is not regularly scheduled to work but is employed to relieve vacancies such as: vacation, sick leave, education, union business and other time off regulated under the collective agreement in the regular schedule as required by the Employer or to perform emergency or non-reoccurring or irregular short-term relief work as required by the Employer. Casual employees accumulate seniority on an hourly basis.

Casual employees are employed on an "*on call*" basis to cover absences of a regular employee or augment staff during peak periods. These periods will not exceed three (3) months of continuous employment without the agreement of the Union.
- (b) "*employee*" - does not include incumbents of managerial or confidential positions.

- (7) "Employer" - means The District of Sechelt;
- (8) "area" or "work area" - shall be:
- (a) Administration (includes RCMP); or
 - (b) Public Works (includes Parks & Water Resource Centre)
- depending upon the regular job classification of the employee;
- (9) "Union" - means the B.C. Government and Service Employees' Union.

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

- (a) The purpose of this agreement is to set forth terms and conditions of employment affecting employees covered by the agreement.
- (b) The agreement establishes processes to assist the parties in maintaining a co-operative and respectful working relationship and to resolve disagreements in an orderly fashion.

1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of the collective agreement, the remaining provisions of the collective agreement shall remain in force and effect for the term of the collective agreement, and the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

1.3 Conflict With Policy

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

1.4 Singular and Plural

Where the singular is used in this agreement, the same shall be construed as meaning the plural unless otherwise specifically stated.

1.5 Human Rights Code

The parties hereto subscribe to the principles of the *Human Rights Code*.

1.6 Harassment and Discrimination

- (a) The Union and the Employer recognize the right of employees to work in an environment free from harassment. This clause does not preclude an employee from filing a complaint under Section 13 of the *Human Rights Code*; however, an employee shall not be entitled to duplication of the process. An employee making a complaint of discrimination must choose to direct a complaint to either the BC Council of Human Rights or to the process specified in Clause 1.6(c) below.

- (b) (1) *Discrimination*

Discrimination and harassment relates to any of the prohibited grounds contained in the BC *Human Rights Code*. Prohibited conduct may be verbal, non-verbal, physical, deliberate or unintended, unsolicited or unwelcome, as determined by a reasonable person. It may be one (1) incident or a series of incidents, depending on the context.

(2) *Sexual Harassment*

Sexual harassment is defined as any unwelcome comment or conduct of a sexual nature that may detrimentally affect the work environment or lead to adverse job-related consequences for the victim of the harassment.

Examples of sexual harassment include but are not limited to:

- (i) a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;
- (ii) sexual advances with actual or implied work-related consequences;
- (iii) unwelcome remarks, questions, jokes or innuendo of a sexual nature; including sexist comments or sexual invitations;
- (iv) verbal abuse, intimidation, or threats of a sexual nature;
- (v) leering, staring or making sexual gestures;
- (vi) display of pornographic or other sexual materials;
- (vii) offensive pictures, graffiti, cartoons or sayings.

(3) *Personal Harassment*

Personal harassment takes place when a person acts in a manner which serves no legitimate work purpose and which ought reasonably to be known to be inappropriate.

- (c) An employee who believes she/he has been harassed may submit a complaint in writing to the Administrator (or to the Mayor where the Administrator is the subject of the complaint) within ten (10) days of the most recent alleged incident. The complaint will include the name of the person being complained about (the respondent), a description of the alleged harassment and the remedy sought. Complaints will be held in confidence by all parties involved to the extent practicable and except as may be required by due process.
- (d) The Administrator (or designate) will investigate the complaint and provide a report to the complainant and respondent within twenty (20) days of receipt of the complaint. This report shall include a finding as to whether or not harassment has taken place and what action, if any, the Administrator has taken to resolve the complaint. This may include discipline up to and including dismissal. The time period for investigation may be extended with the consent of the Union.
- (e) The complainant, respondent and any witnesses interviewed in this process are entitled to steward representation. A complainant may not be transferred without her/his consent during the investigation of a complaint. Where a complaint is found to be frivolous or vexatious, the Administrator may take appropriate disciplinary action.
- (f) With the agreement of the complainant and respondent, the Administrator may attempt to mediate a settlement. If the proposed settlement is agreed to by the complainant and respondent, it shall be considered determinative of the complaint.
- (g) Where the complainant or the respondent is not satisfied with the outcome of this procedure, a grievance may be initiated at Step 2 of the grievance procedure.

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Unit Defined

The bargaining unit shall consist of all employees of The District of Sechelt, with the exception of the following:

- Chief Administrative Officer
- Director of Corporate and Financial Services
- Director of Engineering and Operations
- Director of Planning and Development
- Communications Manager
- Corporate Officer
- Executive Assistant
- Human Resources Advisor
- Manager of Engineering Services
- Manager of Financial Services
- Manager of Planning
- Manager of Utilities and Infrastructure

and any other positions excluded by the mutual agreement of the parties or by a determination of the Labour Relations Board.

2.2 Bargaining Agent Recognition

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees in the bargaining unit.

2.3 Correspondence

- (a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this agreement shall be sent to the President of the Union or designate.
- (b) 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 article in this agreement, shall be forwarded to the President of the Union or designate.

2.4 No Other Agreement

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

2.5 No Discrimination

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 four (4) stewards to represent employees, one (1) of which shall be the bargaining unit Chairperson and one (1) member from each area, wherever possible. The number of shop stewards may be changed by mutual agreement. A steward shall obtain the permission of the immediate supervisor before leaving work to perform duties as a steward. Leave

for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming normal duties, the steward shall notify the supervisor.

(b) Duties of the steward are:

- (1) investigation of complaints of an urgent nature;
- (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
- (4) 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 shall be restricted to the business affairs of the Union.

2.8 Union Insignia and Union Shop Cards

- (a) A union member shall have the right to wear or display the recognized insignia of the Union.
- (b) The Union agrees to furnish the Employer with 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 Time Off for Union Business

- (a) Leave of absence without loss pay and without loss of seniority shall be granted for the purposes listed below:
 - (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
 - (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
 - (3) to employees called to appear as witnesses before an arbitrator or the Labour Relations Board;
 - (4) for employees selected for a full-time position with the Union for a period of one (1) year;
 - (5) for an employee elected to the position of President or Treasurer of the B.C. Government and Service Employees' Union for the duration of the term;
 - (6) for an employee elected to any body to which the Union is affiliated for the duration of the term.
- (b) Such leave shall be subject to operational requirements and shall not be unreasonably withheld.
- (c) To facilitate the administration of Clause 2.9(a), when leave of absence without pay is granted, the Employer will provide the employee with basic pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred. It is understood that employees granted leave, pursuant to Clause 2.9(a), shall be paid at the current rate of pay, for the duration of the leave of absence.

(d) Leave of absence with basic pay and without loss of seniority will be granted to three (3) employees who are representatives of the Union on the Union's Bargaining Committee to carry on negotiations, at the table, with the Employer.

2.10 Right to Refuse to Cross Picket Lines

(a) All employees covered by this agreement shall have the right to refuse to cross a legal picket line arising out of a labour dispute, as defined in the appropriate legislation. Any employee failing to report for duty shall be considered to be absent without pay.

(b) Failure to cross a legal 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.

2.11 Emergency Services

The parties recognize that in the event of a strike or lockout situations may arise of an emergency nature. To this end, the Employer and the Union will agree to provide services of an emergency nature.

2.12 No Strike or Lockouts

There shall be no strikes or lockouts so long as this agreement continues to operate.

ARTICLE 3 - UNION SECURITY

All employees covered by this agreement shall, as a condition of employment, become members of the Union and maintain such membership.

ARTICLE 4 - CHECK-OFF OF UNION DUES

(a) The Employer shall, as a condition of employment, deduct from the 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 dues payable to the Union by a member of the Union.

(b) The Employer shall deduct from the wages or salary of an 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) Deductions shall be made in each payroll period of each month and 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 President of the Union not later than fourteen (14) days after the end of the month and the Employer shall also provide a list of names, as well as classifications, of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee.

(e) Before the Employer is obliged to deduct any amount under Section (a) or (b) of this article, the Union must advise the Employer, in writing, of the amount of its regular monthly dues or assessments. 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 President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.

(f) From the date of the signing of this agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit.

- (g) The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1st of the succeeding year.
- (h) An employee shall, as a condition of employment, complete an authorization form providing for the deduction from an employee's wages or salary, the amount of the regular dues payable to the Union by a member of the Union.
- (i) A report of employees who cease employment will be provided to the Union on a quarterly basis.

ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES

The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off. A new employee shall be advised of the name and location of a steward.

ARTICLE 6 - EMPLOYER/MANAGEMENT RIGHTS

The Union acknowledges that the management and direction of employees in the bargaining unit is retained by the Employer, except as this agreement otherwise specifies.

These managerial functions include, but are not limited to, the right to hire, retire (in accordance with the *Pension [Municipal] Act*), promote, demote, transfer, layoff, discipline and discharge for cause; the evaluation of job performance; the establishment of job descriptions; the determination of the extent to which and the methods by which, the Employer's operations will, from time to time, be carried on; the determination of the qualifications of an employee to perform work; the right to establish, expand, reduce alter, consolidate or abolish any job classification or department except as may be otherwise specifically provided in this agreement.

The Union agrees that all employees shall be governed by all rules as adopted by the Employer and published to employees on bulletin or notice boards, or by general distribution, provided such rules are not in conflict with this 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 the proper authorization of the Union. To implement this the Union shall supply the Employer with the names of its officers 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, including those at the Step 2 and Step 3 levels of the grievance procedure.

7.2 Union Bargaining Committees

- (a) The Bargaining Committee shall be appointed by the Union and shall consist of up to three (3) members of the union bargaining unit. The Union Bargaining Committee shall consist of (whenever possible) one (1) member from each area (Public Works and Administration) as well as the Chairperson of the bargaining unit, and a union staff representative.
- (b) The Union shall have the right at any time to have the assistance of members of the staff of the Union when negotiating with the Employer.

7.3 Union Representatives

- (a) The Employer agrees that access to its premises will be granted to representatives of the Union when dealing or negotiating with the Employer, or when investigating and assisting in the settlement of a grievance.
- (b) The union representatives shall provide reasonable notice to the Administrator or designate in advance of their intention and their purpose of entering and shall specify the anticipated duration of the visit. Such visits shall not interfere with the operation of Employer's business.

7.4 Technical Information

The Employer agrees to provide to 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, including, but not limited to, the following:

- (a) seniority lists;
- (b) job classifications;
- (c) job descriptions.

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, but excluding the re-negotiation of this agreement or parts thereof; or
 - (2) the discipline, suspension or dismissal 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

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the designated local supervisor. The aggrieved employee shall have the right to have their steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the union steward, to Step 2 of the grievance procedure.

8.3 Time Limits to Present Initial Grievance

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Clause 8.4, must do so no later than fourteen (14) days after the date:

- (a) on which the employee was notified orally or in writing, of the action or circumstances giving rise to the grievance; or
- (b) on which the employee first became aware of the action or circumstances giving rise to the grievance.

8.4 Step 2

- (a) Subject to the time limits in Clause 8.3, the employee may present a grievance at this level by:
- (1) recording this grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
 - (2) stating the article or articles of the agreement infringed upon or alleged to have been violated, and the remedy or correction required; and
 - (3) transmitting the grievance to the designated supervisor through the union steward.
- (b) The designated supervisor shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time the grievance is presented.

8.5 Time Limit to Reply at Step 2

The designated supervisor shall reply, in writing, to an employee's grievance within fourteen (14) days of receiving the grievance at Step 2.

8.6 Step 3

The President of the Union, or designate, may present a grievance to the Administrator at Step 3 within:

- (a) fourteen (14) days after the decision has been conveyed by the Employer at Step 2; or
- (b) fourteen (14) days after the Employer's reply was due.

8.7 Time Limit to Reply at Step 3

The Administrator shall reply in writing to the grievance within fourteen (14) days of receipt of the grievance at Step 3.

8.8 Time Limits to Submit to Arbitration

Failing satisfactory settlement at Step 3, and pursuant to Article 9, the President, or designate, may inform the Employer of intention to submit the dispute to arbitration within:

- (a) thirty (30) days after the Employer's decision has been received; or
- (b) thirty (30) days after the Employer's decision was due.

8.9 Administrative Provisions

- (a) Grievances and replies at Step 3 of the grievance procedure, and notification to arbitrate, shall be by priority post.
- (b) Grievances, replies, and notification shall be deemed to have been presented on the date on which they were registered, and received on the date they were delivered to the appropriate office of the Employer or the Union.
- (c) In the event of a dispute, strike, lockout, or other work stoppage in the Canada Post Office in British Columbia, this clause shall not apply.

8.10 Time Limits

The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing. If the President of the Union or designate, does not present a grievance to the next higher level within the prescribed time limits, the grievance will be deemed to have been abandoned. However, neither party will be deemed to have prejudiced its position on any future grievance.

8.11 Deviation from Grievance Procedure

The Employer agrees that after a grievance has been initiated by the Union at Step 2, the Employer's representative will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly 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.

8.12 Policy Grievance

- (a) Where either party to this agreement disputes the general application, interpretation, or alleged violation of an article of this agreement, the dispute shall be discussed initially with the Employer or the Union, as the case may be.
- (b) Where no satisfactory agreement is reached, either party may submit the dispute to Step 3 of the grievance procedure.

8.13 Dismissal or Suspension

Employees dismissed or suspended for alleged cause shall submit a grievance at Step 3 within fourteen (14) days of the employee receiving notice of dismissal or suspension.

8.14 Investigator

- (a) Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this agreement, including any questions as to whether a matter is arbitrable, during the term of the collective agreement, an arbitrator agreed to by the parties shall, at the request of either party:
 - (1) investigate the difference;
 - (2) define the issue in the difference; and
 - (3) make written recommendations to resolve the difference within thirty (30) days of the date of receipt of the request and for those thirty (30) days from that date, time does not run in respect of the grievance procedure.
- (b) The parties agree that this procedure will not be invoked until the grievance procedure has been completed, but prior to filing at arbitration.

ARTICLE 9 - ARBITRATION**9.1 Notification**

Where a difference arises between the parties relating to the interpretation, application, or administration of this agreement, including any question as to whether a matter is arbitrable, either of the parties may, after exhausting the grievance procedure in Article 8, notify the other party, within thirty (30) days of receipt of the reply at Step 3, of its desire to submit the difference or allegation to arbitration.

9.2 Assignment of a Single Arbitrator

- (a) When a party has requested that a grievance be submitted to an arbitrator, the parties shall mutually agree upon the Arbitrator within seven (7) days.

(b) If mutual agreement cannot be reached, the Arbitrator shall be assigned on a rotating basis from the following list:

- Mark Brown
- Rick Coleman
- Joan Gordon
- Irene Holdon
- Brian Foley

(c) This list may be updated by either party by adding one (1) additional name no more than once a year.

9.3 Decision of Arbitrator

The decision of the Arbitrator shall be final, binding, and enforceable on the parties. However, the Arbitrator shall not have the power to change this agreement or to alter, modify or amend any of its provisions.

9.4 Disagreement on Decision

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision and shall make every effort to do so within seven (7) days.

9.5 Expenses of Arbitration

Each party shall pay one-half (½) of the fees and expenses of the Arbitrator.

9.6 Amending Time Limits

The time limits fixed in the arbitration procedure may be altered by mutual consent of the parties but the same must be in writing.

ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

10.1 Just Cause for Discipline and Burden of Proof

In all cases of discipline and dismissal, except in the case of probationary employees, the burden of proof of just cause shall rest with the Employer.

10.2 Notice of Dismissal or Suspension

Notice of dismissal or suspension shall be in writing and shall set forth the reasons for dismissal or suspension. A copy shall be forwarded to the Union within five (5) days of the dismissal or suspension taking place.

10.3 Removal of Disciplinary Documentation

An employee shall be given a copy of any document placed on the employee's file. 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 eighteen (18) months from the date it was issued provided there has not been a further infraction.

10.4 Employee Appraisal Forms

Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity after the interview to read and review the appraisal. Provision shall be made on the

evaluation form for an employee to sign it. The form shall provide for the employee's signature in two (2) places, one (1) indicating that the employee has read and accepts the appraisal, and the other indicating the employee disagrees with the appraisal. The evaluation form will provide a space for the employee's rebuttal that shall only be used if the employee has signed that the employee disagrees with the appraisal. The employee shall sign in only one (1) of the places provided. An employee shall, upon request, receive a copy of this evaluation report at the time of signing. An employee appraisal shall not be changed after an employee has signed it, without the knowledge of the employee. The parties agree that the evaluation report is not considered disciplinary and is not subject to the grievance procedure.

10.5 Personnel File

An employee, or the staff representative, or designate shall, with the written authority of the employee, be entitled to review the employee's personnel file, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance. The employee or the staff representative, as the case may be, shall give the Employer adequate notice, prior to having access to such file.

10.6 Right to Have Steward Present

- (a) An employee shall have the right to have a steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor must notify the employee in advance of the purpose of the interview in order that the employee has the opportunity to exercise the right to contact a steward, providing that this does not result in an undue delay of the appropriate action being taken.
- (b) Where a supervisor intends to interview a shop steward for disciplinary purposes, the steward shall have the right to consult with a staff representative of the Union and to have another shop steward or alternate present at any disciplinary discussion with supervisory personnel, providing that this does not result in an undue delay of the appropriate action being taken.
- (c) This provision shall not apply to those discussions that are of an operational nature and do not involve imposition of disciplinary action.

10.7 Abandonment of Position

An employee who fails to report for duty for three (3) consecutive working days without informing the Employer of the reason for the absence will be presumed to have abandoned the position. The employee shall be afforded the opportunity within ten (10) working days to rebut such presumption and demonstrate that there were reasonable grounds for not informing the Employer.

ARTICLE 11 - SENIORITY

11.1 Seniority Defined

For the purpose of this agreement:

- (a) "*Service seniority*" shall mean the length of continuous service as a regular employee of the District. Regular employees of the District shall be credited with service seniority equivalent to their length of continuous service since their original hire date as a permanent employee. Seniority shall be measured in regular hours paid, including those hours on a temporary assignment and on leaves where seniority accrues.

11.2 Seniority List

A current service seniority list for regular employees as of December 31st will be provided by the Employer to the President of the Union on or before March 31st of the following year.

11.3 Loss of Seniority

- (a) A regular employee on leave of absence without pay, other than leave of absence for an elected or appointed position in the Union, or leave granted under Article 21, shall not accrue seniority for leave periods over thirty (30) calendar days.
- (b) A regular employee on a claim recognized by the Workers' Compensation Board, or on leave to attend school as an apprentice, shall be credited with service seniority equivalent to what would have been earned had the employee not been absent and had been able to work.
- (c) A regular employee on educational leave under Clause 19.3(b) shall be credited with service seniority equivalent to what would have been earned had the employee not been absent and had been able to work.
- (d) A regular employee who is on leave of absence without pay in an elected or appointed position of the Union shall continue to accrue seniority without benefits during the leave period provided that, upon returning, the employee shall accept the first available position in the employee's original classification at the work location nearest the employee's residence.
- (e) An employee shall lose seniority as a regular employee and shall no longer be an employee in the event that:
 - (1) the employee is discharged for just cause;
 - (2) subject to Clause 11.4, the employee voluntarily terminates employment or abandons the position;
 - (3) the employee is on layoff for more than one (1) year;
 - (4) In the event that the Employer is unable to contact the first recallable employee by telephone, a registered letter shall be mailed to the employee, at the most recent address available. If, within seven (7) days, no response has been received, the second recallable employee shall be recalled on a temporary basis. If, within a further fourteen (14) days there has been no response, the employee shall be regarded as unavailable for recall and seniority and eligibility for recall permanently cancelled; or
 - (5) the employee accepts severance pay;
 - (6) the employee retires.

11.4 Re-Employment

A regular employee who resigns the position and within ninety (90) days is re-employed as a regular employee shall be granted leave of absence without pay covering those days absent and shall retain, effective the date of re-employment, all provisions and rights in relation to seniority and other fringe benefits, provided the employee has not withdrawn Superannuation contributions. It is understood that the employee may have to reapply for employment benefits and be subject to any required waiting period for the recommencement of the benefits.

11.5 Bridging of Service

If a regular employee terminates their employment, as a result of a decision to raise a dependent child or dependent children, and is re-employed, upon application they shall be credited with length of service accumulated at time of termination for the purposes of Clause 13.3, Severance Pay and Article 18, Annual Vacations, based on service seniority. The following conditions shall apply:

- (a) the employee must have been a regular employee with at least three (3) years of service seniority at time of termination;
- (b) the resignation must indicate the reason for termination;
- (c) the break in service shall be for no longer than six (6) years; and during that time the employee must not have been engaged in remunerative employment for more than six (6) months excepting employment with this Employer as a temporary employee;
- (d) the previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

ARTICLE 12 - VACANCY POSTING

12.1 Job Postings

When a vacancy occurs in a regular position, or in a temporary position of longer than sixty (60) shifts, or a new position is created in the bargaining unit, the Employer shall post the position in the Employer's offices, and on all bulletin boards, for one (1) week.

12.2 Information in Postings

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, wage or salary rate or range and whether the employee is required to use an automobile in the performance of the duties. Such qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state, "*this position is open to male and female applicants*".

12.3 Notification

Unsuccessful in-service applicants to posted positions will be notified of the name and classification of the successful applicant.

12.4 In-Service Applicants

- (a) When all applicants for a posted position have relatively equal qualifications and abilities relevant to the job posted, the applicant with the most service seniority shall be awarded the position, provided the applicant has the ability to meet the requirements of the job.
- (b) If the Employer selects an out-of-service applicant over an in-service applicant, the Employer shall bring that decision to the Union. If an employee who has applied for the position objects to the Employer's decision, they shall submit a grievance at Step 3 within fourteen (14) days. If no agreement is reached, the parties may proceed to the Investigator pursuant to Clause 8.14 except that the Investigator's recommendations, in this instance, shall be binding.

12.5 Trial Period

If an applicant is taken from the bargaining unit (and has completed probation), the applicant shall be placed on trial for a period of sixty (60) shifts worked. Conditional on satisfactory service, the employee

shall be declared permanent after that period. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, or if the employee wishes to return to their former position, the employee shall be returned to the former position, wage or salary rate without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to the employee's former position, wage or salary rate, without loss of seniority.

12.6 Probation

(a) Upon appointment, an employee will serve a probationary period of sixty (60) shifts worked in the position to which appointed. During the probationary period, the Employer may dismiss the employee for just and reasonable cause. The test of just and reasonable cause for dismissal of a probationary employee shall be a test of suitability of the probational employee for continued employment in the position in which said employee has been appointed.

(b) Upon completion of probation, a regular employee shall be confirmed in the position by the Employer.

12.7 Temporary Appointments

Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting procedure and consideration of internal candidates pursuant to Clause 12.1 above. An appointment may be extended by mutual agreement between the parties.

ARTICLE 13 - LAYOFF AND RECALL

13.1 Layoff and Recall

(a) *Layoff* - In the event of layoff employees shall be laid off in reverse order of seniority within the employee's area.

(b) *Recall* - Laid off employees with recall rights shall be recalled in order of service seniority, within the employee's area.

(c) Prior to the layoff of an employee under this article, the Employer may canvass any employee or group of employees following consultation with the Union to invite:

- (1) resignation with severance as provided in Clause 13.3; or
- (2) where eligible, early retirement.

Where an employee selects an option, once confirmed in writing, such acceptance is final and binding upon the employee, subject to the agreement of the Employer.

The Employer may establish reasonable time periods in which responses from employees will be received for consideration.

(d) An employee about to be laid off may bump any employee with less seniority provided:

- (1) it does not constitute a promotion to a supervisory position; and
- (2) the employee possesses the qualifications, skills and ability to perform job duties upon a basic orientation to the position.

13.2 Advance Notice

The Employer shall notify, in writing, with a copy to the Union, regular employees who are to be laid off, twenty-eight (28) calendar days prior to the effective date of layoff. If the employee has not had the opportunity to work twenty-eight (28) calendar days after notice of layoff, he shall be paid in lieu of work for that part of the twenty-eight (28) calendar days during which work was not made available.

13.3 Severance Pay

Within thirty (30) calendar days of receipt of notice of layoff a regular employee must notify the Employer that the employee elects:

- (a) to be placed on a recall list following layoff; or
- (b) to resign with severance pay at the rate of two and one-half percent (2½%) of current annual salary for each completed year of employment or major portion thereof, to a maximum of thirteen (13) weeks annual salary. The minimum amount of severance an employee will be entitled to after the completion of three (3) months service is two (2) weeks basic pay.

ARTICLE 14 - HOURS OF WORK

14.1 Hours of Work

- (a) The annual hours of work for full-time employees, exclusive of meal periods taken away from the workstation but including paid holidays will be 1827 for Administration (which is equivalent to an average of 35 hours per week), and 1957½ for public works staff (which is the equivalent of 37½ hours per week).
- (b) The preceding annual hours means that all work schedules in each area will be based on those figures. Due to varying lengths of the calendar and work years and the varying times that employees may begin and end their work schedules, a full-time employee will be required to work an average of one thousand eight hundred and twenty-seven (1827), or one thousand nine hundred fifty-seven and one-half (1957½) hours, depending on the area they are assigned to. Nothing in this collective agreement establishes a guarantee of this number of hours of work in any calendar year.

(1) For the purpose of this agreement, "*flexitime*" means the hours worked by an employee, or a group of employees, who are given authority by management to:

- (i) arrange their starting and finishing times; and/or
- (ii) arrange their length of workday within a stated maximum number of hours.

(2) Requests for flexitime is at the discretion of the Employer; however, all requests under Clause 14.2(a) may be presented at the Joint Labour Management meeting for discussion.

(3) For administrative purposes flexitime may be scheduled by the Employer for the purpose of covering off scheduled meetings or events, subject to Clause 14.2(a).

14.2 Scheduling of Shifts

- (a) Work schedules for employees shall be posted at least fourteen (14) days in advance of the starting day of a new schedule.
- (b) In the event that the work schedule of an employee working a scheduled shift roster is changed without forty-eight (48) hours advance notice, the employee will receive a premium of fifty cents (50¢)

per hour in addition to regular pay, for work performed on the first day of the shift to which the employee is changed.

14.3 Rest Periods

- (a) An employee who works more than three and one-half (3½) hours but not more than four (4) hours shall be entitled to a rest period.
- (b) An employee who works more than four (4) hours but not more than six (6) hours shall be entitled to a rest period and an unpaid meal period.
- (c) An employee who works more than six (6) hours shall be entitled to two (2) rest periods and an unpaid meal period.
- (d) Rest periods shall not begin until one (1) hour after the commencement of work and not later than one (1) hour prior to a meal period or the end of a shift.
- (e) Rest periods shall be fifteen (15) minutes in duration and taken without loss of pay.
- (f) Meal periods shall be scheduled by the Employer shall be thirty (30) to sixty (60) minutes in duration and shall be unpaid.

14.4 Standby Provisions

- (a) Where regular employees are required to stand by to be called for duty under conditions which restrict their normal off-duty activities, they shall be compensated at straight-time in the proportion of one (1) hours pay for each three (3) hours standing by. An employee designated for standby shall be immediately available for duty during the period of standby at a known telephone number. No standby payment shall be made if an employee is unable to be contacted or to report for duty when required. This provision does not apply to part-time or temporary employees who are not assigned a regular work schedule and who are normally required to work whenever called.
- (b) Employees required to stand by under (a) above will not be required to stand by on two (2) consecutive weekends or two (2) consecutive designated paid holidays, except by mutual agreement.

ARTICLE 15 - SHIFT WORK

15.1 Definition of Shifts and Shift Premiums

(a) Regular Shifts

- (1) Public Works: The regular shift for Public Works is seven and one-half (7½) hours within the hours of 7:00 a.m. to 6:00 p.m. Monday to Friday.
 - (2) Administration: The regular shift for administration is seven (7) hours within the hours of 7:00 a.m. to 6:00 p.m. Monday to Friday. Notwithstanding this provision, the regular shift for a full-time By-Law Enforcement Officer shall be seven (7) hours per day between the hours of 7:00 a.m. and 8:00 p.m. Monday through Friday; and 7:00 a.m. and 4:00 p.m. on Saturday and Sunday. The Bylaw Enforcement Officer shall have two (2) consecutive days off in each week.
- (b) Employees shall receive a shift premium of sixty-five cents (65¢) per hour for the hours worked that do not fall within the regular shifts.

(c) Employees shall not receive shift premium in addition to overtime pay. In addition, if any employee is entitled to work flexible hours for the benefit of the employee, the shift premium shall not be paid for hours falling outside of the regular shifts as described above.

15.2 Exchange of Shifts

Employees may exchange shifts with the approval of the Employer, provided that there is no increase in cost to the Employer.

ARTICLE 16 - OVERTIME

16.1 Definitions

- (a) "*Overtime*" - means work performed in excess of the normal daily full shift hours or weekly full shift hours outlined in Clause 14.1.
- (b) "*Straight-time rate*" (1x) - means the hourly rate of pay.
- (c) "*Time and one-half*" (1½x) - means one and one-half times the straight-time rate.
- (d) "*Double-time*" (2x) - means two times the straight-time rate.

16.2 Authorization and Application of Overtime

- (a) An employee who is required to work overtime shall be entitled to overtime compensation when the overtime worked is authorized in advance by the Employer or designate. It is understood that, in emergency situations, prior authorization may not be possible.
- (b) Overtime shall be calculated in fifteen (15) minute increments. Employees shall not be entitled to any compensation for periods of overtime of less than fifteen (15) minutes.
- (c) When employees are required to travel outside the Sunshine Coast as part of their job (excluding travel associated with training seminars) they shall receive their regular rate for time spent travelling but such time shall not be calculated when determining overtime entitlement.

16.3 Overtime Entitlement

An employee will be entitled to compensation for authorized overtime in excess of:

- (a) the scheduled daily hours; or
- (b) the maximum daily hours for those employees on flextime.

16.4 Overtime Compensation

Overtime worked shall be compensated at the following rates:

- (a) time and one-half (1½x) for the first two (2) hours of overtime abutting a regularly scheduled shift;
- (b) double-time (2x) for each hour worked in excess of those in (a) above; or
- (c) double-time (2x) for all hours worked on an employee's regularly scheduled day off.

16.5 Rest Interval

An employee required to work overtime beyond his regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime worked and the start of his next regular shift. If eight (8) clear hours are not provided, overtime rates shall apply to all hours worked on the regular shift which fall within the eight (8) hour period.

16.6 Sharing of Overtime

Overtime worked shall be allocated equitably, considering availability, skill and location of employees.

16.7 Right to Refuse Overtime

All employees shall have the right to refuse to work overtime, except when required to do so in emergency situations, without being subject to disciplinary action for so refusing.

16.8 No Layoff to Compensate for Overtime

Employees shall not be required to lay off during regular hours to equalize any overtime worked.

16.9 Overtime Meal Allowance

An employee who is required to work a minimum of two and one-half (2½) hours overtime before or after scheduled hours of work shall be provided with a meal or reimbursed in the amount of fourteen dollars (\$14). A meal break of one-half (½) hour with pay at the overtime rate shall be given. This section shall not apply to an employee who is on travel status which entitles the employee to claim for lodging and/or meals.

16.10 Method of Compensation

- (a) Overtime compensation shall be monetary or in time off at the employee's option. If the employee chooses time off, such time off shall be scheduled by mutual agreement between the employee and the Employer. If compensatory time off cannot be scheduled by the end of the calendar year, cash payment shall be made except for compensatory time off earned during September, October, November or December which shall be taken or paid out by May 31st (or nearest scheduled payday), in the following year.
- (b) An overtime bank shall be maintained for each employee. Approval is required before time can be taken off from this overtime bank. The Employer agrees that the scheduling of compensatory time off shall not be unreasonably withheld. The employee may elect to make a cash withdrawal from the overtime bank at any scheduled payday and the employee's overtime bank will be adjusted accordingly.
- (c) The overtime bank for each employee shall not exceed the dollar equivalent of fifteen (15) working days for that employee.
- (d) The employee shall have the option of having the payment deposited directly into their RRSP account. The account information will be made available to payroll.

16.11 Callout Provisions

- (a) *Callout compensation* - A regular employee who is called back to work outside regular working hours shall be compensated for a minimum of two (2) hours at overtime rates. The employee shall be compensated for the time left from home to report for duty until the time the employee arrives back upon proceeding directly to and from work. Employees do not need to be on standby to be called out.
- (b) All employees shall have the right to refuse a callout, except when required to do so in emergency situations, without being subject to disciplinary action for so refusing.

ARTICLE 17 - PAID HOLIDAYS

17.1 Paid Holidays

(a) The following have been designated as paid holidays:

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

(b) Any other holiday proclaimed as a holiday by the federal, provincial, or municipal governments for the locality in which an employee is working shall also be a paid holiday.

17.2 Holidays Falling on Saturday or Sunday

(a) For an employee whose workweek is from Monday to Friday and when any of the above-noted holidays fall on a Saturday and is not proclaimed as observed on some other day, a mutually agreed date shall be deemed to be the holiday for the purpose of this agreement.

(b) When a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, a mutually agreed day shall be deemed to be the holiday for the purpose of this agreement.

17.3 Holiday Falling on a Day of Rest

(a) When a paid holiday falls on an employee's day of rest other than Saturday or Sunday, the employee shall be entitled to a day off with pay in lieu immediately following normal days of rest whenever possible. When not possible then the scheduling of such lieu day shall be taken by mutual agreement, but when mutual agreement cannot be reached the lieu day shall be taken no later than the end of the month following the month in which the lieu day was earned.

(b) If an employee is called in to work on the day designated as the lieu day pursuant to (a) above, shall be compensated at double-time (2x) rate.

17.4 Holiday Falling on a Scheduled Workday

An employee who works on a designated holiday which is a scheduled workday shall be compensated at the rate of double-time (2x) for hours worked, plus a day off in lieu of the holiday; except for Christmas and New Year's when the compensation shall be at the rate of double-time and one-half (2½x) for hours worked, plus a day off in lieu of the holiday. The scheduling of the lieu day shall be subject to conditions pursuant to Clause 17.3(a).

17.5 Holiday Coinciding With a Day of Vacation

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

17.6 Paid Holiday Pay

An employee shall be compensated for each paid holiday listed in Clause 17.1 using the following formula:

Total regular hours paid within the thirty (30) calendar day period preceding the statutory holiday, including vacation pay that is paid or payable, less any amounts paid or earned as overtime, divided by the days worked within the thirty (30) calendar day period.

ARTICLE 18 - ANNUAL VACATIONS**18.1 Annual Vacations**(a) *Definitions:*

"*Vacation year*" - for the purposes of this article a vacation year shall be the calendar year commencing January 1st and ending December 31st.

"*First vacation year*" - the first vacation year is the calendar year in which the employee's first anniversary falls.

(b) Any employee who has received at least ten (10) days' pay at straight-time rates for each calendar month will have an annual vacation entitlement as follows:

(1) fifteen (15) days in each of the first (1st) to third (3rd) vacation years; with pay at six percent (6%) per annum.

(2) twenty (20) days in each of the fourth (4th) to eighth (8th) vacation years; with pay at eight percent (8%) per annum.

(3) twenty-five (25) days in each of the ninth (9th) to thirteenth (13th) vacation years; with pay at ten percent (10%) per annum.

(4) thirty (30) days in each of the fourteenth (14th) to nineteenth (19th) vacation years; with pay at twelve percent (12%) per annum.

(5) Effective January 1, 2009: thirty-five (35) days in the twentieth (20th) and each subsequent vacation year; with pay at fourteen percent (14%) per annum.

(c) Employees engaged on a part-time basis shall be entitled to annual vacation on a pro rata basis as above.

(d) An employee on vacation shall receive pay for regular hours as if the employee was at work.

(e) As soon as is practicable following the end of each vacation year, or on the separation of a regular employee, an adjustment will be made to the pay of the regular employee so that the pay for annual vacation for that vacation year is the appropriate percentage (in accordance with this article) of gross earnings in the vacation year. The amount payable for the year will be reduced by the amount necessary to provide pay for the number of days carried over the following vacation year.

18.2 Vacation Earnings

(a) Regular employees shall earn their annual vacation entitlement for any calendar year only after reaching their anniversary date of hire. However, regular employees shall take their regular vacation in the year during which it is earned except during the employee's first year of employment when they are subject to Clause 18.2(b) below. If the employee's employment is terminated prior to reaching the anniversary date, the employee shall repay the Employer for any vacation taken but not yet earned and such amount may be withheld from any funds owed to the employee by the Employer.

(b) In the first year of employment, a regular employee who has completed six (6) months of continuous service may take five (5) days' vacation with pay. If taken, this vacation entitlement shall be deducted from the employee's entitlement for the first anniversary year, and the employee shall not take any further vacation until completing one (1) full year of continuous service. Subject to Clause 18.6, any unused vacation time must be used prior to the employee's anniversary date.

18.3 Vacation Scheduling

- (a) With the exception of authorized vacation carryover under Clause 18.6, the scheduling and completion of vacations shall be on a calendar year basis.
- (b) The calendar year in which an employee's first anniversary falls shall be the first vacation year. For the purpose of additional leave entitlement, the calendar year in which the fifth anniversary falls shall be the fifth vacation year; in which the sixth anniversary falls shall be the sixth vacation year; etc.
- (c) An employee earns but is not entitled to receive vacation leave during the first six (6) months of continuous employment.
- (d) The Employer will post a form by March 1st each year indicating the amount of vacation to which each employee would be entitled for that year. Each employee shall indicate vacation preferences on the form by March 15th.
- (e) The Employer will post an approved vacation schedule by April 15th.
- (f) Vacation time must not be unreasonably withheld and must be given by order of seniority within the seniority unit. After April 15th, vacation time shall be scheduled on a first come, first serve basis.
- (g) Vacation schedules, once approved by the Employer, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and the Employer.

18.4 Approved Leave of Absence With Pay During Vacation

When an employee is in receipt of sick leave benefits or on leave with pay in accordance with Article 20 during the vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within seven (7) days of returning to work.

18.5 Vacation Carryover

- (a) An employee may carry over up to five (5) days' vacation leave per vacation year except that such vacation carryover shall not exceed ten (10) days at any one time. Employees in their first partial year of service, who commenced prior to July 1st of that year, may carry over up to five (5) days' vacation leave into their first vacation year.
- (b) A single vacation period which overlaps the end of a calendar year (December 31st) shall be considered as vacation for the vacation year in which the vacation commenced. The portion of vacation taken subsequent to but adjoining December 31st shall not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.

18.6 Callback From Vacation

- (a) Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency.
- (b) When, during any vacation period, an employee is recalled to duty, the employee shall be reimbursed for all expenses incurred thereby by the employee, in proceeding to the employee's place of duty and in returning to the place from which recalled upon resumption of vacation, upon submission of receipts (except for meals) to the Employer.

(c) Time necessary for travel in returning to the employee's place of duty and returning again to the place from which the employee was recalled shall not be counted against remaining vacation entitlement.

(d) Employees shall not be subject to any disciplinary action if they are unable to respond to such a callback.

18.7 Vacation Leave on Retirement

An employee scheduled to retire and to receive a superannuation allowance under the *Municipal Pension Act* or who has reached the mandatory retiring age, shall be granted prorated vacation entitlement for the worked portion of the final year of service.

18.8 Vacation Credits Upon Death

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

18.9 Resignation in the First Year of Employment

All employees who terminate their employment for any reason prior to their first anniversary date shall receive vacation pay at the rate of four percent (4%) of gross earnings to the date of termination, less any pay actually received for vacation taken.

18.10 Leaves of Absence

All employees' vacation entitlement will be prorated to account for leaves of absence without pay except for leaves of absence during which seniority continues to accumulate.

18.11 Displaced Vacation

In the event that an employee becomes ill or is injured immediately prior to or while on vacation leave, the employee shall be granted sick leave and the vacation period so displaced shall be rescheduled. An employee intending to claim displaced vacation leave must advise the Employer and provide a medical certificate within seven (7) days of returning to work.

18.12 Vacation Letters

Employees, who will be on vacation for more than seven (7) consecutive calendar days, may file a letter with the Human Resource Officer indicating positions for which they wish to be considered should a vacancy arise while they are on a vacation. Should such a vacancy be posted during the employee's vacation, the employee will be deemed to be an applicant; such letters will only be valid for the duration of the vacation.

ARTICLE 19 - TRAINING LEAVE

19.1 Leave for Writing Exams

Leave of absence with pay shall be granted to allow employees time to write examinations for courses approved by the Employer. Employees shall advise the Employer of the time and place of the examination when they are made aware of the time and place.

19.2 Leave and Expenses for Training Seminars

(a) Where an employee is directed by the Employer to enroll or participate in any training or educational course, seminar, or workshop, the employee shall be granted leave without loss of pay to

a maximum of the employee's regular daily hours worked. The Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees, and course-required books, necessary travelling and subsistence expenses, and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.

(b) Employees who wish to take courses which would assist in career advancement with the Employer may make application to the Employer for assistance. The Employer may approve full or partial payment of wages, tuition, fees, books and/or travel expenses.

19.3 Education Leave

(a) Employees who wish to enroll in a full-time course of studies at a recognized post-secondary institution may make application to the Employer for assistance. Upon approval, the employee shall be granted an unpaid leave of absence. The Employer may reimburse up to one hundred percent (100%) of the cost of tuition fees, entrance or registration fees, laboratory fees and course required books. Reimbursement will occur following submission of appropriate receipts for all outlays and upon successful completion of the course. Employees may apply for an advance to cover expenses.

(b) Following an approved education leave of eight (8) months or less, the employee shall be returned to the employee's position. Following an approved education leave of more than eight (8) months, the employee shall be given the first position which becomes available in the employee's original classification or comparable classification. For purposes of this article, "*comparable classification*" means a classification for which the employee possesses the necessary skills and abilities and where the wage rate is not greater than the wage rate of the original classification.

19.4 Repayment and Overtime

(a) The amounts paid by the Employer to the employee or on behalf of the employee pursuant to Article 19 shall be repaid to the Employer by the employee, if the employee voluntarily terminates their employment within one (1) year of completion of the course, seminar, or workshop.

(b) If an employee is directed to attend an educational course, seminar, or workshop, pursuant to Clause 19.2(a), on their scheduled day off, a lieu day off will be scheduled within the next two (2) pay periods.

(c) Overtime compensation, including overtime pay and/or banked overtime, does not apply to any activity arising from Article 19.

ARTICLE 20 - SPECIAL AND OTHER LEAVE

20.1 Bereavement Leave

(a) In the case of bereavement in the immediate family an employee not on leave of absence without pay shall be entitled to bereavement leave, at the 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 be three (3) working days. One (1) working day shall be given in the event of a death in the employee's extended family in order to attend the funeral. Any employee who qualifies for bereavement leave under paragraph (a) and who is required both to attend to the affairs connected with the funeral and also to travel in connection with the funeral to a point outside the Sunshine Coast, may be granted additional leave without loss of pay for a further period of two (2) working days.

(b) Immediate family means the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee, and any relative who lives with an employee as a member of the employee's family. It

includes common-law spouses, stepparents, parent-in-law, son-in-law, daughter-in-law, stepchildren, and same sex partners and their children. Extended family is defined as an employee's sister-in-law, brother-in-law or grandparent-in-law, aunt, uncle, foster children or adults under the care of the Ministry and any other relative permanently residing in the employee's household.

(c) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

20.2 Full-Time Public Duties

(a) An employee will be granted Public Service leave, without pay, to seek elected office in local, provincial or federal elections for a maximum period of ninety (90) days.

(b) An employee will be granted Public Service leave without pay, to serve in an elected public office for a maximum of five (5) years.

20.3 Leave for Court Appearances

(a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who are subpoenaed to serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.

(b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.

(c) An employee in receipt of regular earnings while serving at court shall remit to the Employer all monies paid to the employee by the court, except travelling and meal allowances not reimbursed by the Employer.

(d) For all the above leaves, the employee shall advise the supervisor as soon as the employee is aware that such leave is required.

20.4 General Leave

Notwithstanding any provision for leave in this agreement, the Employer may grant a leave of absence without pay to an employee requesting leave for an emergency or other unusual circumstances. Such approval shall not be unreasonably withheld.

20.5 Emergency Service Leave

If employees are required to provide assistance in an emergency situation, these employees, with the authority of the Employer, will be granted leave for such purposes without loss of basic pay. If any remuneration other than for expenses is received by the employee for providing such assistance it shall be remitted to the Employer.

ARTICLE 21 - MATERNITY LEAVE AND PARENTAL LEAVE

21.1 Maternity Leave

A pregnant employee shall qualify for maternity leave as follows:

(a) upon written request the employee will be granted leave of absence without pay for a period of not more than eighteen (18) weeks;

(b) the period of maternity leave without pay shall commence no earlier than eleven (11) weeks immediately before the estimated date of birth and no later than the actual date of birth;

- (c) an employee on maternity leave shall give the Employer adequate notice prior to the expiration of the maternity leave of the date when the employee shall be returning to work;
- (d) maternity leave shall be extended for up to an additional six (6) weeks for health reasons relating to the birth or the termination of the pregnancy as certified by a medical practitioner when the employee is unable to work or return to work after the expiration of the maternity leave.

21.2 Parental Leave for Birth and Adopting Parents

- (a) Upon request, employees are entitled to parental leave without pay. For an employee who takes maternity leave, the parental leave shall be a maximum of thirty-five (35) weeks. For an employee who does not take maternity leave, the parental leave shall be for a maximum of thirty-seven (37) weeks. In either case, the leave commences:
 - (1) in the case of a natural mother, immediately following the end of the maternity leave taken under Clause 21.1 above;
 - (2) in the case of a natural father, following the birth of the child and within the fifty-two (52) week period after the birth date of the newborn child; and
 - (3) in the case of an adopting mother or father, following the adoption of the child and within the fifty-two (52) week period after the date the adopted child comes into the actual care and custody of the mother or father.
- (b) If the newborn child or adopted child is certified by a medical practitioner or the agency that placed the child that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, then the employee is entitled to a further parental period not exceeding a total of five (5) consecutive weeks as specified in the certificate, commencing immediately following the end of the parental leave taken under this paragraph.
- (c) Where both parents are employees of the Employer, the employees shall determine the apportionment of parental leave between them. Each employee does not qualify for the separate parental or adoption leave.

21.3 Benefits

- (a) The Employer shall, during any period of maternity, adoption or parental leave, continue to pay the Employer's share of any premiums for medical, extended health, dental, group life and long-term disability benefits.
- (b) The employee shall, during any period of maternity, adoption or parental leave, continue to pay the employee's share of any premiums for medical, extended health, dental, group life and long-term disability benefits.
- (c) With respect to Superannuation benefits, the Employer will forward to the Superannuation Commission, the employee's share of Superannuation premiums, plus interest if applicable, that is required to top up the employee's Superannuation entitlement during the term of any maternity, adoption or parental leave. The payment shall be sent following the employee's election to pay his or her share of the premiums, plus interest if applicable, to top up the entitlement following the leave. The employee must take the election within sixty (60) calendar days of returning to work following the leave.

21.4 Seniority Rights on Return to Work

- (a) On returning to work from maternity leave and from parental leave, an employee shall be placed in the employee's former position or a comparable one, at a salary level the employee would have been at but for the leave(s).
- (b) An employee shall accumulate seniority while on maternity leave and on parental leave.

ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY

22.1 Statutory Compliance

The Union and the Employer agree that regulations made pursuant to the *Workers Compensation Act*, or any other statute of the Province of British Columbia pertaining to the working environment, shall be fully complied with. First aid kits shall be supplied in accordance with WCB Regulations.

22.2 Safety Committee

The Employer and the Union agree to establish an occupational health and safety committee. The Occupational Health and Safety Committee shall be composed equally of representatives of the Employer and the Union. The composition will be determined through management and the union representatives. Union representatives shall be appointed by the B.C. Government and Service Employees' Union. The Committee will meet, at regular intervals to be determined by the Committee, to make recommendations on unsafe, hazardous, or dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness. A copy of all minutes of the Occupational Health and Safety Committee shall be sent to the Union and the Employer. Employees who are representatives of the Occupational Health and Safety Committee shall attend occupational health and safety committee meetings without loss of basic pay.

22.3 Injury Pay Provision

An employee who is injured on the job during working hours and is required to leave for treatment and who is medically unable to return to work on account of such injury shall receive payment for the remainder of the shift. The Employer may require the employee to provide verification from the employee's physician to support this payment.

22.4 Transportation of Injured Employees

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. Transportation back to the place of work or residence of the employee shall be at the expense of the Employer for the same visit. These expenses shall be paid by the Employer unless covered elsewhere.

22.5 Video Display Terminals

- (a) When the majority of an employee's daily work time requires monitoring a video display terminal, such employees shall have their eyes examined by an optometrist of an employee's choice at the nearest community where medical facilities are available prior to initial assignment to video display terminal equipment and the examination shall be repeated annually thereafter, if requested by the employee. The examination shall be at the Employer's expense where costs are not covered by medical insurance coverage. Where requested, the Employer shall grant leave of absence with pay. The Employer agrees to provide a shield for video display terminals if requested by the employee.

- (b) Pregnant employees shall have the option to not continue monitoring video display terminals which use cathode ray tubes.
- (1) When a pregnant employee chooses not to monitor such video display terminals, if other work at the same or lower level is available within employee's seniority unit, she shall be reassigned to such work and paid at her regular rate of pay.
- (2) Where work assignment in paragraph (2) above is not available, a regular employee will be considered to be on leave of absence without pay until she qualifies for maternity leave.
- (c) Where employees are on leave of absence pursuant to (b) above, and opt to maintain coverage for medical, dental, extended health, group life, and Long-Term Disability plans, the Employer will continue to pay the Employer's share of the required premiums.
- (d) The Employer shall ensure that new equipment shall:
- (1) have adjustable keyboards and screens;
- (2) meet radiation emission standards established by the Ministry of Labour.
- (e) The Joint Occupational Health and Safety Committee shall review and make recommendations to ensure that the lighting and the above standards recommended by the Ministry of Skills, Training & Labour, as outlined in the publication "*Working with Video Display Terminals*", are being met.

22.6 Radio Contact or Employee Check

Where employees are required to perform duties alone in remote isolated areas, they shall be supplied with effective radio or cellular phone communications or have a pre-arranged "*employee check*" made at specified intervals and at specified locations.

ARTICLE 23 - TECHNOLOGICAL CHANGE

23.1 Preamble

- (a) Both parties acknowledge the overall advantages and necessity of technological change and the ongoing requirement to facilitate technological change in the Employer's operations.
- (b) The parties recognize the need to develop orderly procedures to facilitate adjustments to and implementation of changes in technology.
- (c) In light of this mutual recognition the parties have agreed to the following:

23.2 Definition and Implementation of Technological Change

- (a) "*Technological change*" means:
- (1) the introduction by the Employer into its work, undertaking or business of equipment or material of a different nature or kind than that previously used by the Employer in that work, undertaking or business; or
- (2) a change in the manner, method or procedure in which the Employer carries on its work, undertaking or business that is directly related to the introduction of that equipment or material, that significantly decreases the number of employees; but does not include normal layoffs resulting from a decrease in the amount of work to be done.
- (b) For the purpose of technological change the Employer agrees to provide the Union with as much notice as possible, but in any event not less than sixty (60) days written notice of a technological change.

- (c) Upon receipt of a notice of technological change pursuant to Clause 23.2(b) a special joint committee shall be established to meet and to consult on the impact of the proposed change.
- (d) The written notice identified in Clause 23.2(b) will provide the following information:
- (1) the nature of the change(s);
 - (2) the anticipated date(s) on which the Employer plans to effect change(s);
 - (3) the location(s) and number(s) of employees likely to be directly affected pursuant to (e) below.
- (e) Where notice of technological change has been given pursuant to Clause 23.2(b):
- (1) Whenever practical, regular employees who are assigned by the Employer to work with the new technology shall receive a period of training and familiarization. Employees involved in such training shall receive their basic pay for the period of training. Where the employee cannot meet job requirements upon completion of the training and familiarization period, or where the retraining of the employee is not practical, the employee shall elect one (1) option as outlined in Article 13.
 - (2) To absorb those regular employees who are not assigned by the Employer to work with the new technology or who are displaced because of such technological change, the District will endeavour to utilize normal turnover of employees to the extent that turnover occurs during the period in which a technological change is being implemented.
 - (3) When necessary to reduce staff due to technological change, it will be done as provided for in Article 13 or 30 as appropriate.

23.3 Statutory Obligation

Notwithstanding Clause 23.2(b), the parties recognize that there may be circumstances of statutory obligation where it is not possible to provide the notice set forth in this article. In such circumstances, notice shall be provided as soon as possible.

23.4 Labour/Management Information Exchange

The parties recognize the value of maintaining ongoing communication and consultation concerning changes to workplace technology, other than technological change as defined in Clause 23.2(a). Accordingly, the parties agree, to meet to exchange information with respect to such changes at the request of either party.

ARTICLE 24 - CONTRACTING OUT

The Employer reserves the right to sub-contract work, providing or such action does not result in the layoff of employees.

ARTICLE 25 - HEALTH AND WELFARE

25.1 Benefits

- (a) The benefits outlined in this article are a summary only of the actual benefits which are contained in the contracts of insurance with the carriers. The eligibility requirements and the payment of benefits under the group insurance plans are governed by the contracts of insurance which do not form part of

this agreement. The Employer's liability with respect to this article is limited solely to make the group insurance plan available and to the payment of the Employer's portion of the premiums.

(b) The Employer will not make any changes to the coverage provided under this article without the consent of the Union, such consent not to be unreasonably withheld.

(c) All regular employees who have completed probation and who normally work an average of twenty (20) hours per week or more shall be eligible for all benefits in this section.

(d) The Employer will provide the following insurance benefits and pay one hundred percent (100%) of the premium costs:

(1) Medical Services Plan of BC;

(2) Extended Health Care Plan, with no lifetime maximum, including Vision Care Benefits to cover the cost of prescription glasses to a maximum of four hundred and fifty (\$450) every two (2) years; and including the cost of orthotics to a maximum of four hundred dollars (\$400) every two (2) years; and fees of physiotherapists and massage practitioners to five hundred dollars (\$500) per year for each category.

(3) Dental Plan which provides:

Level 1 – Basic Services – 100% coverage;

Level 2 – Supplementary Basic Services – 100% coverage;

Level 3 – Dentures – 60% coverage;

Level 4 – Major Restorative Services – 60% coverage;

Level 5 – Orthodontics – 80% coverage (Benefit contract provides for children and adults with a lifetime limit of \$5,000 per person).

(4) Group Life and accidental death and dismemberment plan with benefits equivalent to twice an employee's annual salary.

25.2 Medical Examination

Where the Employer requires an employee to submit to a medical examination or medical interview, it shall be at the Employer's expense and on the Employer's time.

25.3 Legislative Changes

If the premium paid by the Employer for any employee benefit stipulated in this agreement is reduced as a result of any legislative or other action by the Government of British Columbia, the amount of the saving shall be used to increase other benefits available to the employees, as may be mutually agreed to between the parties.

25.4 Employee Assistance Program

(a) The District and the Union recognize that a wide range of problems can adversely affect an employee's performance and that the parties have a responsibility to offer and provide assistance in helping resolve these problems in an effective and confidential manner at the earliest possible time.

(b) The District and the Union will endeavour to assist an employee who recognizes the presence of a personal problem which is adversely affecting job performance. The Employee Assistance Program shall be provided by a professional chosen by the Employer after consultation with the Union. The cost of the referral agent will be borne solely by the District.

- (c) For the purpose of this policy, "*personal problems*" will be identified with issues such as marital or legal difficulties, financial concerns, psychological/stress related situations, drug and alcohol abuse and so forth.
- (d) An employee will be considered absent due to illness and will receive the benefits for which the employee is eligible, pursuant to the collective agreement when the employee requires time off from work for medical counselling or treatment pursuant to the Employee Assistance Program.
- (e) When an employee's job performance demonstrates the existence of a personal problem, the Employer shall discuss the employee's job performance in detail with the employee privately and/or in conjunction with a union representative.
- (f) If the employee's job performance continues to deteriorate, the Employer shall discuss the employee's job performance in detail with the employee in conjunction with the union representative.
- (g) If job performance continues to deteriorate and the employee cannot or will not improve job performance, an appointment will be arranged immediately by the Employer with an employee assistance counsellor.
- (h) Should an employee decline any assistance or fail to reasonably follow a prescribed course of treatment and should the problem continue to have an adverse effect on performance, the employee will be subject to normal disciplinary procedures.
- (i) The Employer agrees to cover the cost of a treatment program for drug or alcohol addiction for regular employees to maximum of one thousand five hundred dollars (\$1500). Prior to employees receiving these funds, they shall enter into a return to work agreement.

25.5 Health and Welfare Plans

- (a) A copy of the Master contracts with the carriers for the extended health care, dental and group life plans shall be sent to the President of the Union.
- (b) The Employer will consult the Union before developing any pamphlet explaining the highlights of the plans for distribution to employees. The cost of such a pamphlet shall be borne by the Employer.

25.6 Sick Leave Bank

- (a) Sick leave is defined as leave of absence with pay granted by the Employer to a regular employee who is unable to work because of illness or non-compensable accident.
- (b) A regular employee shall be granted sick leave entitlement of six point nine percent (6.9%) of the regular hours paid to the employee in that calendar year. The entitlement shall be usable for sick leave. The hours of leave with pay for the calendar year may be advanced (recoverable) to an employee. As soon as is practicable following the end of each calendar year, or on the separation of a regular employee, an adjustment will be made to the pay of the regular employee so that the pay for sick leave for that calendar year does not exceed the stipulated entitlement. Unearned amounts advanced will be recovered.
- (c) The employee's sick leave shall not be paid out to the employee for any reason other than verified illness. An exception is that sick leave can be used for medical and dental appointments when the appointment cannot reasonably be scheduled during non-working hours.
- (d) In the case of illness of a child, or spouse, or elderly parent of an employee, and when no one at the employee's home other than the employee can provide for the needs of the ill person, the employee

after notifying the Employer, shall be entitled to use paid leave for this purpose. Such leave shall be deducted from the employee's sick leave entitlement.

(e) An employee cannot use sick leave, vacation time, or banked time instead of short-term disability. An employee must use sick leave, if available, to cover the waiting period for short-term disability, and may use vacation time or banked time if no sick leave is available.

(f) An employee may apply sick leave and banked time to top up short-term disability to equal the employee's regular daily pay. The appropriate deduction will be made from those sources if such time is used.

25.7 Short-Term Disability

The Employer agrees to make available to the employees who have completed their probationary period and who work an average of at least twenty (20) hours per week, a short-term disability plan that provides coverage equal to seventy-five percent (75%) of salary to a maximum of eight hundred (\$800) per week commencing on the first (1st) calendar day of accident or eighth (8th) calendar day of illness payable for up to one hundred and nineteen (119) calendar days. The premiums for this coverage shall be paid one hundred percent (100%) by the Employer.

25.8 Long-Term Disability

The Employer agrees to make available to regular employees who have completed their probationary period and who work an average of at least twenty (20) hours per week, a long-term disability plan that provides coverage to employee's equal to sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of regular salary to a maximum of four thousand (\$4000) per month commencing on the one hundred and twentieth (120th) day of disability. The premiums for this coverage shall be paid one hundred percent (100%) by the employee.

25.9 Limited Liability

The benefits outlined in this article are a summary only of the actual benefits which are outlined in the contracts of insurance which create the benefits. The eligibility requirements and payment of benefits under the group insurance plans are governed by the contracts of insurance which do not form a part of this agreement. The Union acknowledges that the Employer's liability with respect to this article is limited solely to making the group insurance plan available and to the payment of the Employer's portion of premiums.

25.10 Benefits While on Leave or Layoff

(a) The Employer shall not pay any portion of any group insurance benefit premium for periods during which the employee is not available for work except as follows:

- (1) while the employee is on maternity, or parental leave;
- (2) during the first one hundred and nineteen (119) days of leave of absence due to illness or injury; or
- (3) during the employee's annual vacation; or
- (4) on a claim recognized by the Workers' Compensation Board; and
- (5) provided that the employee has notified the Employer that he or she elects to continue to pay the employee's share of the cost of any premiums that are normally paid by the employee.

(b) Subject to the limitations of the insurance contracts, the Employer agrees that coverage for Medical Services Plan of BC; Dental Plan; Extended Health Benefits Plan; Group Life Insurance; and

Accidental Death and Dismemberment shall be continued for an employee who is on any other type of leave without pay or on layoff as follows:

- (1) for the calendar month in which the leave or layoff commences, on the usual sharing basis; and
- (2) for the balance of the leave or layoff period provided the employee pays the Employer and employee share of all premiums in advance or by post-dated cheques.

ARTICLE 26 - WORK CLOTHING

26.1 Work Clothing

(a) Wherever required by the Employer, the Employer's safety policies or Workers' Compensation Board Industrial Health and Safety Regulations, the Employer shall supply apparel including but not limited to the following:

- ear protection
- rain wear
- coveralls
- rubber safety boots
- hard hats
- safety goggles or glasses payable pursuant to Clause 25.1(b) on submission of receipt.
- gloves
- uniforms and shoes
- Effective January 2016 up to four hundred dollars (\$400) every two (2) calendar years (January-December) for CSA approved safety boots footwear, on submission of receipt. If CSA approved safety boots have been damaged due to a workplace incident, and are no longer useable, the Employer shall authorize a replacement.

(b) Where the Employer requires Bylaw Enforcement Officers (or any other classifications the Employer deems necessary) to wear a uniform, the Employer shall provide and maintain the uniform.

(c) Such apparel and/or uniforms shall remain the property of the Employer. Items will be replaced when the Employer determines that the items no longer meet the Employer's standards. All items must be returned to the Employer upon termination of employment.

26.2 Cleaning Allowance

A biweekly cleaning allowance of eight dollars and fifty cents (\$8.50) will be paid to Bylaw Enforcement Officers (or any other classification that the Employer deems necessary as noted in Clause 26.1[b]) for whom cleaning service is not provided. The allowance is for the purpose of cleaning and laundering of employer issued uniforms.

26.3 ¹Replacements

(a) Employees will be responsible for exercising reasonable care of such items and when requesting replacements due to wear or damage, are required to return the original item. Where damage to such

¹ *Temporary and casual employees shall be entitled to the safety footwear boot allowance as approved by the Employer.*

items is a result of the employee's deliberate misconduct or is due to the employee's gross or wilful negligence, the employee shall be responsible for the cost of replacing the item.

(b) An employee who is in receipt of an issue of uniform/clothing will have replacement made when they surrender unserviceable items previously issued.

ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES

27.1 Pay Rates

Employees shall be paid in accordance with Appendix 1.

27.2 Paydays

(a) Employees shall be paid biweekly every second Friday. Any adjustments necessary to the employee's pay as a result of being paid in accordance with this provision shall be made on the employee's subsequent pay period.

(b) If the correct amount of regular pay is not paid on a payday due to an error by the Employer, and the amount paid is less than the correct amount payable, the Employer shall arrange for the employee to be paid the difference expeditiously. If the amount paid is higher than the correct amount payable, the Employer shall make the adjustment on the subsequent paycheque.

(c) If the correct amount of regular pay is not paid on a payday due to an error by the employee, the Employer shall make the adjustment on the subsequent paycheque.

(d) A comprehensive statement detailing all payments, allowances and deductions shall accompany the paycheque for each pay period.

27.3 Paycheque Details Confidential

The distribution of paycheques shall be done in such a manner that the details of the paycheque shall be confidential.

27.4 Substitution Pay

(a) If a regular employee is assigned to perform or performs without assignment under appropriate circumstances, the tasks and duties of a higher-paying classification within the bargaining unit, on a temporary basis, the employee shall be paid the rate for the position which is the dollar figure immediately higher than the dollar figure paid to the employee in the position from which the substitution was made for all hours in excess of one-half (½) day worked.

(b) Where an employee is required to perform the higher-level duties described in Clause 27.4(a), due to vacation, sickness or other leave, the employee shall be paid as noted above without the one-half (½) day waiting period.

(c) All hours worked in a substitution capacity, at the higher classification, will be recorded for the purposes of reducing the time to reach Step 3. When a regular employee has accumulated enough hours through substitution to reach Step 3, they will be paid at the Step 3 rate for all additional substitution opportunities for that position.

27.5 Rate of Pay on Reclassification or Promotion

(a) When an employee is promoted or reclassified to a higher-paying position in Appendix 1, the employee will receive the rate for the position which is the dollar figure immediately higher than the dollar figure paid to the employee in the position from which the move was made.

(b) Employees will be credited any substitution hours associated with a promotion or a reclassified position when establishing the number of hours required to reach Step 3 for that position in Appendix 1.

27.6 Pay on Temporary Assignment

A regular employee temporarily assigned by the Employer to a position with a rate of pay lower than the employee's regular rate of pay shall maintain the regular rate of pay.

27.7 Salary Protection and Downward Reclassification of Position

(a) An employee shall not have salary reduced by reason of:

- (1) a change in the classification of the position; or
- (2) placement into another position with a lower maximum salary,

that is caused other than by the employee.

(b) That employee shall not receive negotiated salary increases until the salary of the employee's new classification equals or exceeds the salary which the employee is receiving.

(c) That employee shall receive the full negotiated salary increases for the new classification thereafter.

(d) Such changes in classifications or placements made pursuant to Article 13 and/or Article 30 are not covered by Clause 27.7(a) above.

27.8 Vehicle Allowances

(a) Vehicle allowances for all distances travelled on District business shall be paid to employees required by the Employer to use their own vehicles in the performance of their duties.

(b) Vehicle allowances shall be paid at the rate per kilometre as established annually by the Revenue Canada Agency Automobile Allowance rate and may be increased by policies set by the District of Sechelt as amended from time to time, but at no time shall they be decreased.

(c) Regular employees required to have their vehicle at work for use in the performance of their duties shall be provided with a monthly standby allowance of one hundred dollars (\$100) per month.

27.9 Meal Allowances

Employees on travel status off the Sunshine Coast at the request of the Employer shall be entitled to a per diem as set out in District of Sechelt policy of one hundred ten dollars (\$110) per day for meals and incidental expenses. For an absence for less than a full day, one-half (½) the per diem will be paid. The per diem rate may be increased by policies set by the District of Sechelt as amended from time to time but at no time shall it be decreased.

(It is understood that the per diem shall not be claimed if the event supplies the meal.)

27.10 Dirty Pay

Employees engaged in cleaning and repairing the interior of the sewage treatment tanks or sewer pumping station or cleaning up any sewage spill or entering any sanitary sewer manhole for work entailing more than one (1) hour and on the instruction of the supervisor, shall receive an additional one dollar (\$1) per hour while so engaged, payable in hourly increments.

27.11 Salary Rate on Demotion

When an employee is demoted the employee shall receive the rate for the lower paying position unless Clause 27.7(a) applies.

ARTICLE 28 - CLASSIFICATION AND RECLASSIFICATION

When a new or substantially altered job classification covered by this agreement is introduced, it shall be referred to the Job Evaluation Committee.

The Employer will provide copies to shop stewards of the current List of Classifications and Grid Levels for posting on bulletin boards.

ARTICLE 29 - DISTRICT JOINT LABOUR/MANAGEMENT COMMITTEE**29.1 Establishment of Joint Committee**

There shall be established one (1) joint labour/management committee composed of members equal in number, representing the Employer and the Union. The Committee shall consist of a maximum of six (6) members.

29.2 Meetings of Committee

The parties shall meet once every three (3) months at a pre-scheduled time and place. The Chair of the Union's Bargaining Committee and the Chief Administrative Officer shall join the meetings every six (6) months. Employees shall not suffer any loss of basic pay for time spent on this Committee.

29.3 Chairperson of Committee

An employer representative and a union representative shall alternate in presiding over meetings.

29.4 Responsibilities of Committee

(a) The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and shall not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.

(b) The Committee shall have the power to make non-binding recommendations to the Union and the Employer on the following general matters:

- (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
- (2) correcting conditions causing grievances and misunderstanding; and
- (3) issues relating to the workplace that affect the parties or any employee bound by this agreement, including ways:
 - (i) to promote cooperative resolution of workplace issues;
 - (ii) to respond and adapt to changes in the economy;
 - (iii) to foster the development of work related skills;
 - (iv) to promote workplace productivity.

ARTICLE 30 - TEMPORARY AND CASUAL EMPLOYEES**30.1 Appointments, Employment Status and Application of Agreement**

(a) A temporary employee shall receive a letter of appointment clearly stating employment status, classification and expected duration of employment. Temporary employees are employed for seasonal work, special projects, special programs such as the student employment program, winter works programs for the unemployed and other special temporary programs. These appointments will not exceed sixty (60) shifts without the agreement of the Union. Temporary appointments up to two (2) years may be considered with the mutual agreement of the Employer and Union.

(b) A casual employee shall receive a letter of appointment clearly stating employment status and classification. A casual employee is one who is not regularly scheduled to nor guaranteed hours per week other than during periods that such employee shall relieve a regular full-time or regular part-time employee. Casual employees are employed on an "on call" basis to cover absences of a regular employee or augment staff during peak periods. These periods will not exceed three (3) months of continuous employment without the agreement of the Union.

(c) Except as otherwise noted in this article, the provisions of Articles 11 (Seniority), 13 (Layoff and Recall), 18 (Annual Vacations), 20 (Special and Other Leave) and 25 (Health and Welfare) do not apply to temporary and casual employees.

30.2 Seniority on Applying for Regular Positions

(a) Temporary and casual employees who have worked nine hundred and sixteen (916) hours in Administration area or nine hundred and eighty (980) hours in Public Works area at the straight-time rate in a twelve (12) month period, will be recognized as in-service applicants when applying for regular positions.

(b) If the temporary or casual employee is hired into a regular position, their length of service as temporary or casual employee shall be recognized. Their total hours worked will be converted and credited as seniority in accordance with Clause 11.1 (Seniority Defined).

30.3 Seniority

(a) For the purpose of Article 30 only, a temporary or casual employee who has worked two hundred and ten (210) hours in the area defined as "Administration" or two hundred and twenty-five (225) hours in the area defined as "Public Works", shall accumulate service seniority as defined in the collective agreement, on the basis of all hours worked at the straight-time rate. The total hours above shall be converted to a seven (7) or, seven and one-half (7½), hour shifts to establish seniority depending on the seniority unit the employee is assigned to.

(b) Subject to Clause 30.4, a temporary or casual employee shall retain service and seniority if the employee is moved by the Employer from one classification to another.

(c) A temporary or casual employee who is on a claim recognized by the Workers' Compensation Board which arises out of a work-related injury while employed by the District, shall earn seniority for all hours the employee would have worked had the employee not been injured and been able to stay on the job.

30.4 Loss of Seniority

A temporary or casual employee will lose service and classification seniority when:

- (a) the employee is terminated for just cause;
- (b) the employee voluntarily terminates or abandons the position;

- (c) the employee is on layoff for more than six (6) months;
- (d) the employee is unavailable for, or declines, three (3) offers of re-employment as provided in Clause 30.8; or
- (e) the employee accepts severance pay.

30.5 Call-In Procedures for Casuals

Qualified casual employees will be called in order of classification seniority. It is the responsibility of the employee to advise the Employer of changes in contact information.

30.6 Seniority Lists

The Employer will maintain a classification seniority list of temporary and casual employees which will be supplied to the Union, upon request. A current classification seniority list shall be posted in January, April, July and October.

30.7 Pay in Lieu of Holidays and Vacation

Temporary or casual employees will receive nine point eight percent (9.8%) of their straight-time pay in lieu of scheduled vacations, paid holidays, health and welfare benefits and other paid leave. Temporary or casual employees may schedule vacation time for a period mutually agreeable between the Employer and the employee. The Employer will not unreasonably deny these requests. The vacation time will be taken as leave without pay.

30.8 Statutory Holidays

A temporary or casual employee who works on a designated holiday will be compensated at time and one-half (1½x) for the hours worked.

30.9 Layoff and Recall

- (a) Layoff of temporary or casual employees shall be by classification in reverse order of service seniority within the employee's area.
- (b) Temporary or casual employees on layoff shall be recalled in order of service seniority within the employee's area provided the temporary employee is qualified to carry out the work which is available.
- (c) Notwithstanding (a) above, employees hired for seasonal work or a term certain shall be laid off upon completion of the season or term.
- (d) Temporary employees will be notified of available work by posting in accordance with Article 12. It is the responsibility of the employee to advise the Employer of changes in contact information. This clause does not apply to casual employees.

ARTICLE 31 - GENERAL CONDITIONS

31.1 Comprehensive Insurance

The Employer agrees to provide comprehensive insurance covering tools, reference texts, and instruments owned by the employees and required to be used in the performance of their duties at the request of the Employer.

31.2 Indemnity

(a) *Civil Action* - The Employer agrees not to seek indemnity against an employee whose actions result in a judgement against the Employer. The Employer agrees to pay any judgement against an employee arising out of the performance of duties. The Employer also agrees to pay any legal costs incurred in the proceedings including those of the employee.

(b) *Criminal Actions* - Where an employee is charged with an offence resulting directly from the proper performance of duties and is subsequently found not guilty, the employee shall be reimbursed for reasonable legal fees, which the Employer may have reviewed by the appropriate Court Registry.

(c) At the option of the Employer, the Employer may provide for legal services in the defence of any legal proceedings involving the employee (so long as no conflict of interest arises between the Employer and the employee) or pay the legal fees of counsel chosen by an employee.

(d) In order that the above provisions shall be binding upon the Employer, the employee shall notify the Employer immediately, in writing, of any incident or course of events which may lead to legal action against the employee, and the intention or knowledge of such possible legal action is evidenced by any of the following circumstances:

(1) when the employee is first approached by any person or organization notifying him/her of intended legal action against him/her;

(2) when the employee himself/herself requires or retains legal counsel in regard to the incident or course of events;

(3) where any investigative body or authority first notifies the employee of any investigation or other proceeding which might lead to legal action against the employee;

(4) when information first becomes known to the employee in the light of which it is a reasonable assumption that the employee would conclude that the employee might be the object of legal action; or

(5) when the employee receives notice of any legal proceeding of any nature or kind.

31.3 Payroll Deductions

An employee shall be entitled to have deductions from salary assigned for the purchase of Canada Savings Bonds, RRSP and computer loan.

31.4 Political Activity

Employees may seek election to public office provided that:

(a) the duties involved in obtaining the office and discharging the duties of the office do not impinge on normal working hours as an employee of the Employer; and

(b) there is no conflict of interest between the duties of the office and the duties of employee's position with the Employer.

31.5 Copies of Agreements

The Union and the Employer desire every employee to be familiar with the provisions of this agreement, and rights and obligations under it. For this reason, sufficient copies of the agreement will be printed for distribution to employees. The cost of such printing shall be borne equally by the parties.

31.6 Travel Advance

Regular employees who are required to proceed on travel status, shall be provided with an adequate travel advance. The amount of advance will be determined by the per diem set for Council.

31.7 Private Vehicle Damage

Where an employee's vehicle is damaged as a direct result of the employee being employed by the Employer, the Employer shall reimburse the employee the cost of any deductible portion of insurance coverage on that vehicle up to five hundred dollars (\$500).

31.8 Personal Property Damage

Where an employee utilizes, with advance notification and approval of the Employer, personal property other than clothing while performing work for the Employer, and if the property is damaged in the course of the proper performance of the work, the Employer shall pay, up to a maximum of one hundred dollars (\$100), the replacement costs or personal deductible insurance, provided such personal possessions are of a type suitable for use while on duty.

ARTICLE 32 - TERM OF AGREEMENT**32.1 Duration**

This agreement shall be binding and remain in effect to December 31, 2020.

32.2 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 October 1, 2020, but in any event not later than midnight, October 31, 2020.
- (b) Where no notice is given by either party prior to October 31, 2020 both parties shall be deemed to have given notice under this article on October 31, 2020 and thereupon Clause 32.3 applies.
- (c) Notices on behalf of the Union shall be given by the staff representative of the Union and similar notices on behalf of the Employer shall be given by the Administrator.

32.3 Commencement of Bargaining

Where a party to this agreement has given notice under Clause 32.2, the parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

32.4 Change in Agreement

Any change deemed necessary in this agreement may be made by mutual written agreement at any time during the life of this agreement.

32.5 Agreement to Continue in Force

Both parties shall adhere fully to the terms of this agreement until the employees are in a lawful strike position or the Employer is in a lawful lockout position.

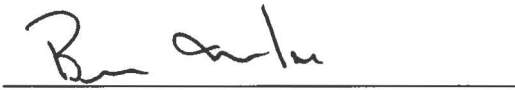
32.6 Effective Date of Agreement

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

SIGNED ON BEHALF OF
THE UNION:


SIGNED ON BEHALF OF
THE EMPLOYER:

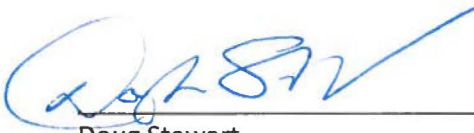

Stephanie Smith
President



Bruce Milne
Mayor


Kim Whaley
Committee Chairperson



Andrew Yeates
Chief Administrative Officer


Greg Homing
Committee Member


Doug Stewart
Director of Corporate and Financial Services


Les Dornbierer
Committee Member


Breanne Ostrosky
Acting Human Resources Advisor


Kim Howse
Staff Representative

Dated this 15 day of November, 2017.

**APPENDIX 1
Wage Rates**

| Grid | January 1, 2016 (1.5%) | | |
|------|------------------------|---------|---------|
| | Step 1 | Step 2 | Step 3 |
| 1 | \$15.69 | \$16.56 | \$17.45 |
| 2 | \$17.29 | \$18.23 | \$19.19 |
| 3 | \$21.70 | \$22.91 | \$24.10 |
| 4 | \$23.24 | \$24.53 | \$25.82 |
| 5 | \$24.46 | \$25.83 | \$27.20 |
| 6 | \$25.55 | \$26.96 | \$28.39 |
| 7 | \$26.83 | \$28.31 | \$29.81 |
| 8 | \$27.93 | \$29.49 | \$31.03 |
| 9 | \$29.08 | \$30.68 | \$32.31 |
| 10 | \$30.27 | \$31.94 | \$33.63 |
| 11 | \$31.53 | \$33.28 | \$35.03 |
| 12 | \$32.83 | \$34.65 | \$36.48 |
| 13 | \$34.21 | \$36.11 | \$38.01 |
| 14 | \$35.64 | \$37.62 | \$39.60 |
| 15 | \$37.13 | \$39.18 | \$41.25 |
| A* | \$16.45 | \$16.45 | \$16.45 |

Step 1 - Start of employment (90% of Step 3 rate) in each position

Step 2 - Successful completion of probation or trial period (95% of Step 3 rate)

Step 3 - After one (1) year of employment (100% of Step 3 rate from Step 1)

A* - Student Employment rate of pay

| Grid | January 1, 2017 (1.75%) | | |
|------|-------------------------|---------|---------|
| | Step 1 | Step 2 | Step 3 |
| 1 | \$15.97 | \$16.85 | \$17.75 |
| 2 | \$17.59 | \$18.55 | \$19.53 |
| 3 | \$22.08 | \$23.31 | \$24.52 |
| 4 | \$23.65 | \$24.96 | \$26.27 |
| 5 | \$24.89 | \$26.28 | \$27.68 |
| 6 | \$25.99 | \$27.43 | \$28.89 |
| 7 | \$27.30 | \$28.80 | \$30.33 |
| 8 | \$28.42 | \$30.00 | \$31.57 |
| 9 | \$29.59 | \$31.22 | \$32.87 |
| 10 | \$30.80 | \$32.50 | \$34.22 |
| 11 | \$32.08 | \$33.86 | \$35.64 |
| 12 | \$33.40 | \$35.26 | \$37.12 |
| 13 | \$34.80 | \$36.75 | \$38.68 |
| 14 | \$36.26 | \$38.27 | \$40.29 |
| 15 | \$37.78 | \$39.86 | \$41.97 |
| A* | \$16.74 | \$16.74 | \$16.74 |

Step 1 - Start of employment (90% of Step 3 rate) in each position

Step 2 - Successful completion of probation or trial period (95% of Step 3 rate)

Step 3 - After one (1) year of employment (100% of Step 3 rate from Step 1)

A* - Student Employment rate of pay

| Grid | January 1, 2018 (1.75%) | | |
|------|-------------------------|---------|---------|
| | Step 1 | Step 2 | Step 3 |
| 1 | \$16.25 | \$17.15 | \$18.06 |
| 2 | \$17.90 | \$18.87 | \$19.87 |
| 3 | \$22.47 | \$23.72 | \$24.95 |
| 4 | \$24.06 | \$25.40 | \$26.73 |
| 5 | \$25.33 | \$26.74 | \$28.16 |
| 6 | \$26.45 | \$27.91 | \$29.39 |
| 7 | \$27.77 | \$29.31 | \$30.86 |
| 8 | \$28.92 | \$30.53 | \$32.12 |
| 9 | \$30.11 | \$31.77 | \$33.45 |
| 10 | \$31.34 | \$33.07 | \$34.81 |
| 11 | \$32.64 | \$34.46 | \$36.26 |
| 12 | \$33.98 | \$35.88 | \$37.77 |
| 13 | \$35.41 | \$37.39 | \$39.35 |
| 14 | \$36.89 | \$38.94 | \$40.99 |
| 15 | \$38.44 | \$40.56 | \$42.71 |
| A* | \$17.03 | \$17.03 | \$17.03 |

Step 1 - Start of employment (90% of Step 3 rate) in each position

Step 2 - Successful completion of probation or trial period (95% of Step 3 rate)

Step 3 - After one (1) year of employment (100% of Step 3 rate from Step 1)

A* - Student Employment rate of pay

| Grid | January 1, 2019 (2%) | | |
|------|----------------------|---------|---------|
| | Step 1 | Step 2 | Step 3 |
| 1 | \$16.57 | \$17.49 | \$18.43 |
| 2 | \$18.25 | \$19.25 | \$20.27 |
| 3 | \$22.92 | \$24.19 | \$25.45 |
| 4 | \$24.55 | \$25.91 | \$27.27 |
| 5 | \$25.83 | \$27.28 | \$28.73 |
| 6 | \$26.98 | \$28.47 | \$29.98 |
| 7 | \$28.33 | \$29.89 | \$31.48 |
| 8 | \$29.50 | \$31.14 | \$32.77 |
| 9 | \$30.71 | \$32.40 | \$34.12 |
| 10 | \$31.96 | \$33.73 | \$35.51 |
| 11 | \$33.29 | \$35.15 | \$36.99 |
| 12 | \$34.66 | \$36.59 | \$38.52 |
| 13 | \$36.12 | \$38.14 | \$40.14 |
| 14 | \$37.63 | \$39.72 | \$41.81 |
| 15 | \$39.21 | \$41.37 | \$43.56 |
| A* | \$17.37 | \$17.37 | \$17.37 |

Step 1 - Start of employment (90% of Step 3 rate) in each position

Step 2 - Successful completion of probation or trial period (95% of Step 3 rate)

Step 3 - After one (1) year of employment (100% of Step 3 rate from Step 1)

A* - Student Employment rate of pay

| Grid | January 1, 2020 (2%) | | |
|------|----------------------|---------|---------|
| | Step 1 | Step 2 | Step 3 |
| 1 | \$16.90 | \$17.84 | \$18.79 |
| 2 | \$18.62 | \$19.64 | \$20.67 |
| 3 | \$23.37 | \$24.68 | \$25.95 |
| 4 | \$25.04 | \$26.42 | \$27.81 |
| 5 | \$26.35 | \$27.82 | \$29.30 |
| 6 | \$27.52 | \$29.04 | \$30.58 |
| 7 | \$28.90 | \$30.49 | \$32.11 |
| 8 | \$30.09 | \$31.76 | \$33.42 |
| 9 | \$31.32 | \$33.05 | \$34.80 |
| 10 | \$32.60 | \$34.41 | \$36.22 |
| 11 | \$33.96 | \$35.85 | \$37.73 |
| 12 | \$35.36 | \$37.32 | \$39.29 |
| 13 | \$36.84 | \$38.90 | \$40.94 |
| 14 | \$38.39 | \$40.52 | \$42.65 |
| 15 | \$39.99 | \$42.20 | \$44.43 |
| A* | \$17.72 | \$17.72 | \$17.72 |

Step 1 - Start of employment (90% of Step 3 rate) in each position

Step 2 - Successful completion of probation or trial period (95% of Step 3 rate)

Step 3 - After one (1) year of employment (100% of Step 3 rate from Step 1)

A* - Student Employment rate of pay

APPENDIX 2
Classifications

| Classification | Grid |
|---|-------------|
| Parks Worker | 2 |
| Admin Asst (Overload) | 3 |
| Admin Asst - Detachment - RCMP | 4 |
| Labourer | 4 |
| Receptionist | 4 |
| Admin Assistant - Finance & IT Services | 5 |
| Admin Asst - Corporate Services | 5 |
| Admin Asst - Corp & Fin Services | 5 |
| Admin Asst - Engineering/Parks/Public Works | 5 |
| Admin Asst - RCMP | 5 |
| Admin Asst - RCMP | 5 |
| Admin Asst - RCMP (Records) | 5 |
| Admin Asst - Planning & Building | 5 |
| Labourer II - Parks | 5 |
| Labourer II - Public Works | 5 |
| Parks Construction Worker | 5 |
| Equipment Operator I | 6 |
| Finance Assistant, Disbursements | 6 |
| Admin Asst - Computers - RCMP | 7 |
| Engineering Technician I | 7 |
| Equipment Operator I / Wharfinger | 7 |
| Equipment Operator II | 7 |
| Facilities Maintenance Technician | 7 |
| Financial Assistant, Revenues | 7 |
| Gardener | 7 |
| Parks Maintenance | 7 |
| Equipment Operator III | 8 |
| Operational Support Coordinator - RCMP | 8 |
| Sewer Plant Assistant 1 - Truck Driver | 8 |
| Sewer Treatment and Collection I | 8 |
| Tech. Assist - Development Services Dept. | 8 |
| Assistant Bylaw Enforcement Officer | 9 |
| Bylaw Enforcement Officer 1 | 9 |
| Corporate Records Administrator | 9 |
| Financial Assistant II | 9 |
| Parks Horticulturalist | 9 |
| Planning Technician | 9 |
| Applications & System Analyst | 10 |
| Bylaw Enforcement Officer 2 | 10 |
| Development Planner | 10 |
| Engineering Technologist | 10 |
| Geographic Information System (GIS) Coord. | 10 |
| Sewer Plant Operator III | 11 |
| Accountant | 12 |
| Building Inspector | 12 |
| Parks Supervisor | 12 |
| Plan Checker / Building Inspector | 12 |
| Arts, Culture & Comm Coordinator | 13 |
| Building Inspector II | 13 |
| Community Planner | 13 |
| Planning/Engineering Technician | 13 |
| Public Works Supervisor | 13 |

| | |
|---|----|
| Building Inspection Services Supervisor | 14 |
| Development & Project Engineer | 14 |
| Information Technology Manager | 14 |
| Wastewater Supervisor & Chief Operator | 14 |
| Chief Building Official | 15 |
| Municipal Planner | 15 |

LETTER OF UNDERSTANDING 1
Grandparented Employees

It is agreed between the parties that the employees named in this Letter will be exempt from the three-step grid system for the life of their employment with the District.

It is understood that should any of these employees move from one (1) position to another within the District, they shall move to Step 3 for the position.

Appelt, Paul
Cummings, Wendy
Kopp, Douglas
North, Denise
Taylor, Sherry
Schmitt, Perry

LETTER OF UNDERSTANDING 2
Job Evaluation Plan Manual

The Joint Job Evaluation Committee shall review and update the current job evaluation plan manual and agreements to determine mutually acceptable plan documents that are to be incorporated into the collective agreement by reference pursuant to Article 28.

MEMORANDUM OF UNDERSTANDING 1
Pay for Knowledge

The Memorandum of Understanding – Pay for Knowledge has not been renewed. The parties agree to review pay for knowledge during the term of the agreement at a labour management meeting.