

COLLECTIVE AGREEMENT

between the

DISTRICT OF HUDSON'S HOPE

and the

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

Effective from January 1, 2020 to December 31, 2023

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DEFINITIONS

For the purpose of this agreement:

1. "*Bargaining Unit*" is the unit for collective bargaining described in the certification for which the B.C. Government and Service Employees' Union was certified by the Labour Relations Board of British Columbia on March 29, 1994, and includes all the employees of the District of Hudson's Hope as outlined in Appendix A of this agreement and excludes those employees listed in Appendix B.
2. "*Continuous Employment and Continuous Service*" means uninterrupted employment in the service of the District of Hudson's Hope subject to the provisions of Article 11.3.
3. "*Day of Rest*" in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of their position. This does not include employees on a leave of absence.
4. "*Demotion*" means a change from an employee's position to one with a lower maximum salary.
5. "*Domestic Violence*" means:
 - (a) an act of abuse between an individual and a current or former intimate partner, between an individual and a child who resides with the individual, or between an individual and an adult who resides with the individual and who is related to the individual by blood, marriage, foster care or adoption, whether the abuse is physical, sexual, emotional or psychological, and may include an act of coercion, stalking, harassment or financial control, or
 - (b) a threat or attempt to do an act described in (a) above.
6. "*Administrative Officers*" means the Administrator, Director of Protective Services, Director of Public Works and the Foreman of Works.
7. "*Employee*" means a member of the bargaining unit.
8. "*Employer*" means the District of Hudson's Hope.
9. "*Holiday*" means the 24-hour period commencing at 0001 hours of a day designated as paid holiday in this agreement.
10. "*Hours of Operation*" are the hours established by the Employer to provide adequate service to the public and to fulfil the functions of the work unit.
11. "*Hours Travelled*" means hours spent travelling from point to point on an hourly or daily basis laid down by the Employer and does not include meal breaks, lodging time or time spent other than travelling.
12. "*Intimate Partner*" includes a spouse, boyfriend or girlfriend, dating partner, sexual partner or an individual with whom one has a relationship similar to the relationships enumerated in this definition.
13. "*Lateral Transfer*" refers to the movement of an employee from one position to another which does not constitute a demotion or promotion.
 - (a) "*Leave of Absence With Pay*" means to be absent from duty with permission but with pay.
 - (b) "*Leave of Absence Without Pay*" means to be absent from duty with permission but without pay.

14. "Pay" means rate of compensation for the job.
15. "Probation" for an employee means the time spent by the employee prior to being confirmed in the position for which they were hired.
16. "Probationary Employee" shall mean a salaried or hourly paid person serving an initial trial period of 90 calendar days.
17. "Promotion" means a change from an employee's position to one with a higher rate of pay.
18. "Resignation" means a voluntary notice by the employee that they are terminating their service on the date specified.
19. "Rest Period" is a paid interval which is included in the workday and is intended to give the employee an opportunity to have refreshments or a rest.
20.
 - (a) "Regular Employee" are employees who are employed for work which is of a continuous full-time or continuous part-time nature.
 - (b) "Temporary Employees" are employees who are employed for a specific period of time of at least 90 calendar days.
 - (c) "Casual Employees" are employees who are on an on call basis at the discretion of the Employer and do not accrue seniority.
 - (d) "Inside Full-time Employees" are employees hired to work on a 35 hour workweek.
 - (e) "Outside Full-time Employees" are employees hired to work on a 37½ hour workweek.
 - (f) "Part-Time Employees" are employees hired to work on a schedule of 26 hours per week or less. Part-time employees will be entitled to annual vacation, paid holidays and sick leave on a pro rata basis.
 - (g) "Information Centre Students" are students who are hired to work at the Information Centre and do not accrue seniority nor recall rights, except that such students will be given first consideration for these positions following their first (1st) season of employment, provided they pass the probation period pursuant to Article 10.9.
 - (h) "Summer Students" are students hired to work during the summer season and do not accrue seniority nor recall rights except that such students will be given first consideration for these positions following their first season of employment, provided they pass the probation period pursuant to Article 10.9.
21. "Sexual Violence" means any conduct of a sexual nature or act targeting an individual's sexuality, gender identity or gender expression that is committed, threatened or attempted against an individual without the individual's consent and includes sexual assault, sexual harassment, stalking, indecent exposure, voyeurism, sexual exploitation and sexual solicitation, and may include an act that occurs online or in the context of domestic or intimate partner relationships.
22. "Shift Schedule" is a pattern of work hours established through negotiations to meet the hours of operation.
23. "Termination" is the separation of an employee from the service of the District of Hudson's Hope for cause.

24. "Union" means the B.C. Government and Service Employees' Union.
25. "Workday" is a period of 24 consecutive hours commencing with the starting time of any shift. For the purpose of calculating compensatory overtime rates only, the time worked prior to, but adjoining to a shift, shall be deemed as time worked after a shift.

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

- (a) The purpose of this agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.
- (b) The parties to this agreement share a desire to maintain and improve the quality of the services provided by the District of Hudson's Hope. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels of the District in which members of the bargaining unit are employed.
- (c) The parties recognize the benefit to be derived from a work environment free from harassment where the conduct and/or language of all employees meets the acceptable social standards of the workplace. The parties agree to maintain such an environment.

1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provisions of this agreement, the remaining provisions shall remain in effect for the term of the 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 Regulations

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

1.4 Use of Terms

- (a) *Singular and Plural* - Wherever the singular is used, the same shall be construed as meaning the plural if the facts so require.

1.5 Human Rights Code

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

1.6 Discrimination and Harassment Under the Human Rights Code

- (a) *Purpose*
- (1) The District of Hudson's Hope, in cooperation with the Union, will promote a work environment that is free from harassment and discrimination where all employees are treated with respect and dignity.
- (2) Discrimination and harassment relates to any of the prohibited grounds contained in the BC *Human Rights Act*. Prohibited conduct may be verbal, non-verbal, physical, deliberate or

unintended, unsolicited or unwelcome, as determined by a reasonable person. It may be one incident or a series of incidents depending on the context.

(3) Employees have the right to employment without discrimination or harassment because of race, colour, ancestry, place of origin, religion, family status, marital status, physical disability, mental disability, sex, age, sexual orientation, political beliefs, gender identity or expression and criminal or summary offence unrelated to their employment.

(4) Harassment does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.

(5) Protection against harassment extends to incidents occurring at or away from the workplace during or outside working hours provided the acts are committed within the course of the employment relationship.

(6) This clause does not preclude an employee from filing a complaint under Section 8 of the *BC Human Rights Act*; however, an employee shall not be entitled to duplication of process. An employee making a complaint of harassment must choose to direct a complaint to either the BC Council of Human Rights or to the process specified in the Harassment Policy and Procedures. In either event a complaint of harassment shall not form the basis of a grievance.

(b) *Procedures*

(1) All persons involved in the handling of a complaint under these procedures shall hold in the strictest confidence all information of which they become aware; however, if it is recognized that various officials of the constituent group(s) and the Employer will be made aware of all or part of the proceedings on a "*need to know*" basis.

(2) Before proceeding to the formal complaint mechanism an employee who believes they have a complaint of harassment or discrimination may approach their supervisory personnel, union steward, or other contact person to discuss potential means of resolving a complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.

(3) If the matter is not resolved to the employee's satisfaction, then the employee will approach the first excluded level of management not involved in the matter, for assistance in resolving the issue within six months of the alleged occurrence. The manager will investigate the allegation raised by the employee. The manager will discuss the proposed resolution with the employee. The employee may have a union representative present during these discussions. Where the first level of management is the respondent, the employee shall approach the respondent's supervisor.

(4) If the proposed resolution is not acceptable, the employee may refer the matter through the Union in writing to the Administrator or their designate within 30 days of receiving the manager's response or when the response was due

A written complaint shall specify the details of the allegation(s) including:

- (i) name and title of the respondent;
- (ii) a description of the action(s), conduct, events or circumstances involved in the complaint;

- (iii) the specific remedy sought to satisfy the complaint;
- (iv) date(s) of incidents;
- (v) name(s) of witnesses (if any);
- (vi) prior attempts to resolve (if any).

(5) The Administrator or their designate will acknowledge, in writing, receipt of the Union's notice and will have the matter investigated and will take such steps as may be required to resolve the matter. The Union and the employees involved shall be advised in writing of the proposed resolution within 30 days of providing notice to the Administrator or such later date as may be mutually agreed by the District and the Union.

(6) Where the matter is not resolved pursuant to (5), the Union may refer the matter to arbitration.

1.7 Personal Harassment

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

Personal harassment, including bullying, does not include action occasioned through the exercise, in good faith, of the Employer's managerial/supervisory rights and responsibilities.

Where the allegation is based on a matter for which another dispute resolution mechanism exists then this process shall not be utilized.

(a) Procedures

(1) If there is an allegation of personal harassment, including bullying, the employee will approach their supervisor or the first level of excluded manager, not involved in the matter, for assistance in resolving the issue within 30 days of the alleged occurrence. The supervisor/manager will investigate the allegation and take steps to resolve the concern as appropriate within 30 days of the issue being raised by the employee. The supervisor/manager will discuss the proposed resolution with the employee. The employee may have a steward present during these discussions.

(2) If the proposed resolution is not acceptable, the employee may refer the matter through the Union in writing to the Administrator or their designate within 30 days of receiving the supervisors/managers response or when the response was due. The written statement will provide full particulars of the allegation including the name(s) of individual(s) involved, the date(s), the wrongdoing which is alleged to have occurred and an outline of the steps which have been taken to resolve the matter in (1) above. The Administrator shall provide the respondent with a copy of the complaint.

(3) The Administrator or their designate will acknowledge, in writing, receipt of the Union's notice and will have the matter investigated and will take such steps as may be required to resolve the matter. The Union and the employees involved in the allegation shall be advised in writing of the proposed resolution within 30 days of providing notice to the District.

(4) Where the matter is not resolved pursuant to (3), the Union may refer the matter to arbitration within 30 days of receiving the Administrator's response or when the response was due.

1.8 Sexual Harassment

(a) The Union and the Employer recognize the right of the employees to work in an environment free from sexual harassment, and the Employer undertakes to discipline any person employed by the Employer engaging in the sexual harassment of another employee.

(b) Sexual harassment shall be defined as:

- (1) inappropriate touching, including touching which is expressed to be unwanted;
- (2) suggestive remarks or other verbal abuse with a sexual connotation;
- (3) compromising invitations;
- (4) repeated or persistent leering at a person's body;
- (5) demands for sexual favours;
- (6) sexual assault.

(c) In cases of sexual harassment, the employee being harassed has the right to discontinue contact with the alleged harasser without incurring any penalty, pending determination of the grievance. In cases where sexual harassment may result in the transfer of an employee, where possible, it shall be the harasser who is transferred. The employee who is harassed will not be transferred against their will.

(d) If an employee believes they have been subject to harassment in the workplace, the employee should first attempt to make this known to the individual(s) responsible, and request that this stop. However, an employee should not attempt to take this step if it would create an unreasonable level of stress or discomfort for them.

(e) Where the request above has not been pursued, or has not resulted in a successful resolution, an employee who believes that they have been subject to discrimination or harassment should report their concerns to the employee's supervisor or directly to the Administrator to discuss potential means of resolving a complaint, and to request assistance in resolving the matter. If the matter is not resolved at this stage, the Administrator or his designate will investigate and take steps to resolve the complaint, including retaining an external investigator. The Administrator or his designate will discuss the proposed resolution with the complainant and the respondent. The complainant and the respondent may have a union representative present.

(f) If an employee is not satisfied with the resolution from the process set out above, an employee may initiate a grievance under this clause at any step of the grievance procedure. Grievances under this clause will be handled with all possible confidentiality and dispatch.

(g) An alleged offender under this clause shall be entitled:

- (1) to be given notice of the substance of a grievance under this clause;
- (2) to be given notice of and to attend, participate in and be represented by the Union at any arbitration hearing which is held as a result of a grievance under this clause.

(h) An arbitrator, hearing a grievance under this clause, shall have the authority to:

- (1) dismiss the grievance;

- (2) determine the appropriate level of discipline; and
 - (3) make such further order as may be necessary to provide a final and conclusive settlement of the grievance.
- (i) An alleged offender under this clause shall not be entitled to grieve disciplinary action taken by the Employer which is consistent with the Award of the Arbitrator.
 - (j) Lodging a complaint of harassment frivolously, vexatiously, in bad faith or for improper motives shall be grounds for disciplinary action.

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Unit Defined

The bargaining unit shall comprise all employees included in the certification dated March 29, 1994, as defined in this agreement except those employees in positions mutually agreed to between the parties as managerial and/or confidential exclusions. The guidelines to be considered in negotiating exclusions shall be:

- (a) position incumbents employed for the primary purpose of exercising manager or superintendent functions;
- (b) position incumbents employed in a confidential capacity in matters relating to labour relations or personnel. Incumbents of new positions established by the Employer shall automatically be included in the bargaining unit unless specifically excluded by mutual agreement or by virtue of their being covered by another bargaining unit. Exclusions to the bargaining unit are listed as Appendix B of this agreement.

2.2 Bargaining Agent or Recognition

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees to whom the certification issued by the Labour Relations Board on March 29, 2009, applies.

2.3 Correspondence

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

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

2.4 No Other Agreement

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

2.5 No Discrimination for Union Activity

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

2.6 Recognition and Rights of Stewards

The Employer recognizes the Union's right to select stewards to represent employees. The Employer and the Union will agree on the number of stewards, taking into account both operational and geographic considerations. The Union agrees to provide the Employer with a list of the employees designated as stewards for each jurisdictional area. A steward shall obtain the permission of their immediate supervisor before leaving their work to perform their duties as a steward. Leave for their purpose shall be with pay. Such permission shall not be unreasonably withheld. On resuming their normal duties, the steward shall notify their supervisor. Duties of the stewards shall include:

- (a) investigation of complaints of an urgent nature;
- (b) investigation of grievances and assisting any employee which the steward represents in preparing and presenting a grievance in accordance with the grievance procedure;
- (c) carrying out duties within the realm of assigned safety responsibilities for stewards who are members of safety committees.

2.7 Bulletin Boards

The Employer shall provide bulletin board facilities for the exclusive use of the Union.

2.8 Union Insignia

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

2.9 Right to Refuse to Cross Picket Lines

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

2.10 Time Off for Union Business

- (a) *Without Pay* - Leave of Absence without pay and without loss of seniority will be granted:
 - (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) for employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee;
 - (4) to employees called by the Union to appear as witnesses before an arbitration board.
- (b) *With Pay* - Leave of Absence with basic pay and without loss of seniority to two employees for four days to employees who are representatives of the Union on the Union's Bargaining Committee to carry on negotiations with the Employer.

To facilitate the administration of this section when leave without pay is granted, the leave shall be given for salary and benefit costs, including travel time incurred. Leave of absence granted under this article shall include sufficient travel time. The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this article. It is understood that employees granted leave of absence pursuant to this article shall receive their current rates of pay while on leave of absence with pay. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

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 Excluded Personnel

Excluded personnel shall not perform bargaining unit work, except for the purpose of instruction, experimentation or in emergencies when bargaining unit employees are not available.

ARTICLE 3 - UNION SECURITY

All employees in the bargaining unit who on March 29, 1994, were members of the Union or thereafter became members of the Union, shall, as a condition of continued employment, maintain such membership.

All new employees shall, as a condition of employment, join the Union within their first 30 days of employment.

ARTICLE 4 - CHECK-OFF OF UNION DUES

- (a) The Employer shall, as a condition of employment, deduct from the monthly wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.
- (c) Deduction shall be made biweekly. Membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.
- (d) All deductions shall be remitted to the Union or its assigns not later than 30 calendar days after the date of deduction and the Employer shall also provide a list of names as well as classifications of those employees from whose wages 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) of this article, the Union must advise the Employer in writing of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the staff representative of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.

- (f) The Employer shall 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.
- (g) A report of employees who cease employment will be provided to the Union on a quarterly basis.

ARTICLE 5 - EMPLOYER AND UNION SHALL 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 their steward. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce him to their steward, who will provide the employee with a copy of the collective agreement. The Employer agrees that a union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for 15 minutes sometime during the first 30 calendar days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the Employer and the Union.

ARTICLE 6 - EMPLOYER'S RIGHTS

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

It is understood that the exercise of the rights of the District under this section does not relieve the District of its obligation arising out of any other provision of this agreement, or limit the rights of the employees arising out of any other provisions of 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 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.

7.2 Union Bargaining Committees

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

7.3 Union Representatives

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

Members of union staff shall notify the excluded designated supervisory official in advance of their intention and their purpose for entry and shall not interfere with the operation of the section concerned. In order to facilitate the orderly, as well as the confidential investigation of grievances, the Employer will attempt to make available to union representatives or stewards temporary use of an office or similar facility.

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. In addition, the Employer shall make available to the Union, member information submitted with each dues tape. This information shall include the following: social insurance number, surname and first name, address, sex, birth date, job classification number, gross pay, month-to-date dues.

ARTICLE 8 - GRIEVANCES

8.1 Grievance Procedure

The Employer and the Union recognize that grievances may arise concerning:

- (a) 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;
- (b) the dismissal, discipline, or suspension of an employee bound by this agreement. 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, or staff representative of the Union, who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Section 8.4, must do so no later than 30 calendar days after the date:

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

8.4 Step 2

- (a) Subject to the time limits in 8.3, the employee may present a grievance at this level by:
 - (1) recording their 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 this grievance to the designated local supervisor through the union steward.
- (b) The local supervisor shall:
 - (1) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2;

- (2) provide the employee with a receipt stating the date on which the grievance was received.

8.5 Time Limit to Reply at Step 2

The representative designated by the Employer to handle grievances at Step 2 shall reply in writing to an employee's grievance within 14 calendar days of receiving the grievance at Step 2.

8.6 Failure to Act

If the staff representative of the Union, or their 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, the Union shall not be deemed to have prejudiced their position on any future grievance.

8.7 Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step 2, and pursuant to Article 9, the staff representative, or their designate, may inform the Employer of their intention to submit the dispute to arbitration within:

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

8.8 Administrative Provisions

- (a) Grievances and replies at Step 2 of the grievance procedure and notification to arbitrate shall be sent by facsimile or delivered by hand to a representative of the Union or the Employer.
- (b) Grievances, replies and notification shall be deemed to be presented on the day on which they are transmitted, and received on the day they were received at the appropriate office of the Employer or the Union.

8.9 Dismissal and Suspension Grievances

- (a) The Employer shall notify an employee in writing of a decision to suspend, or discharge the employee and shall in the notice indicate the reasons for the action.
- (b) A copy of the written notice of dismissal or suspension shall be forwarded to the President of the Union or their designate, within five working days of the action being taken.
- (c) The employee, within 10 working days of receiving the notice, may file a grievance regarding the Employer's action.

8.10 Deviation from Grievance Procedure

The Employer agrees that after a grievance has been initiated by the Union, the Employer's representatives 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.

8.11 Policy Grievance

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 District Administration or the Union as the case may be, within 30 calendar days of the occurrence. Where no satisfactory

agreement is reached, either party may submit the dispute to arbitration, as set out in Article 9 of this agreement.

8.12 Technical Objections to Grievances

It is the intent of both parties to this agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end, an arbitration board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

8.13 Effective Date of Settlements

Settlements reached at any step of the grievance procedure in this article, other than 8.11, may be applied retroactively to the date of the occurrence of the action or situation which gave rise to the grievance, but not prior to the effective date of the agreement in effect at the time of the occurrence or the date set by a board of arbitration.

8.14 Amending of 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.

ARTICLE 9 - ARBITRATION

9.1 Arbitration

The Union may submit a grievance to arbitration within 30 calendar days of failing to resolve the issue at the Step 2 level or 30 calendar days from when the Step 2 response was due.

9.2 List of Arbitrators

The arbitrators agreed to in Appendix D shall serve on a rotating basis. If none of these arbitrators are available to act within a reasonable period the parties shall select another arbitrator to hear the grievance and failing agreement between the parties either party may request that the Minister of Labour appoint an arbitrator to hear the grievance.

9.3 Decision of the Arbitrator

The decision of the Arbitrator shall be final, binding, and enforceable on the parties. The Arbitrator shall have the power to dispose of a grievance by any arrangement deemed just and equitable and shall retain jurisdiction to deal with any disputes arising out of the award. However, the Arbitrator shall not have the power to change this agreement by altering, modifying or amending any provision.

9.4 Costs

The parties to this agreement shall jointly bear the cost of the Arbitrator and each of the parties shall bear the cost of its own representatives and witnesses.

9.5 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.

9.6 Witnesses

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses. All reasonable arrangements will be made to permit the concerned parties or the Arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

9.7 Expedited Arbitration

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

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

- (1) dismissals;
- (2) rejection on probation;
- (3) suspensions in excess of twenty workdays;
- (4) policy grievances;
- (5) grievances requiring substantial interpretation of a provision of the agreement;
- (6) grievances relating to Article 14 – Hours of Work agreement;
- (7) grievances requiring presentation of extrinsic evidence;
- (8) grievances where a party intends to raise a preliminary objections;
- (9) demotions.

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

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

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

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

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

(g) A grievance determined by either party to fall within one of the categories listed in (b) above, may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Clause 9.2.

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

ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

10.1 Burden of Proof

In all cases of discipline, the burden of proof of just cause shall rest with the Employer.

10.2 Dismissal

The Administrative Officer or their designate may dismiss any employee for just cause. Notice of dismissal shall be in writing and shall set forth the reasons for dismissal.

10.3 Suspension

The Administrative Officers or any official specifically authorized by the Administrative Officers may suspend an employee for just cause. Notice of suspension shall be in writing and shall set forth the reasons for the suspension.

10.4 Dismissal and Suspension Grievance

All dismissals and suspensions will be subject to formal grievance under Article 8 of this agreement. A copy of the written notice of dismissal or suspension shall be forwarded to the staff representative of the Union within five working days of the action being taken.

10.5 Right to Grieve Other Disciplinary Action

(a) Disciplinary action grievable by the employee shall include written censures, letters of reprimand and adverse reports or performance evaluation. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record.

(b) Upon the employee's request any such document, shall be removed from the employee's file after the expiration of 18 months from the date it was issued provided there has not been a further infraction. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

10.6 Personnel File

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

10.7 Right to Have Steward Present

(a) An employee shall have the right to have their steward present at any discussion with supervisory personnel which the employee has been advised might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact their steward, providing that this does not result in an undue delay of the appropriate action being taken.

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

10.8 Rejection During Probation

The Employer may dismiss a probationary employee for just cause. The test of dismissal for just cause shall be a test of suitability for the probationary employee for continued employment in the position to which they have been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

10.9 Probation for Temporary Employees

A temporary employee shall be on probation for the duration of their first term. At the conclusion of their first season, each temporary employee shall be advised in writing, as to their suitability for continued employment with the District. Where the temporary employee is determined to be unsuitable, in accordance with Article 10.8, they shall not be granted recall rights in accordance with Article 13.2(g) of the collective agreement.

10.10 Temporary and Casual Employees

Casual and Temporary Employees who have completed 60 working days and are the successful incumbent to that regular position, will be deemed to have completed their probationary and trial period, at the discretion of the Employer.

10.11 Abandonment of Position

An employee who fails to report for duty for five consecutive workdays without informing the Employer of the reason for the absence will be presumed to have abandoned their position. An employee shall be afforded the opportunity 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 an employee in the service of the District of Hudson's Hope.
- (b) There shall be two separate seniority blocks:
 - (1) Full-time seniority blocks for those employees who are regularly scheduled to work 26 or more hours per week from the date of hire.
 - (2) Temporary and part-time seniority block for those employees who are regularly scheduled to work and shall be based on the number of hours worked.
 - (3) Employees who move from a temporary or part-time position to a full-time position and vice versa shall have their seniority prorated.

11.2 Seniority List

The Employer shall maintain a service seniority list showing the date each regular employee commenced employment in the service of the District of Hudson's Hope. An up-to-date service seniority list shall be sent to the staff representative of the Union annually.

11.3 Loss of Seniority

- (a) An employee on leave of absence without pay, other than leave of absence for maternity, paternity or adoption or for an elected or appointed position in the Union, shall not accrue seniority for leave periods over 30 calendar days. An 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. Upon returning the employee shall receive their position back, or a position of equal rank and salary.
- (b) An employee on a claim recognized by the WCB shall be credited with service seniority equivalent to what they would have earned had they not been absent and had been able to work.
- (c) An employee shall lose their seniority as a regular employee in the event that:
 - (1) they are discharged for just cause;
 - (2) subject to 11.4, they voluntarily terminates their employment or abandons their position;
 - (3) they are on layoff for more than one year.

11.4 Re-Employment

An employee who resigns their position and within 60 calendar days is re-employed shall be granted a leave of absence without pay covering those days absent and shall retain all provisions and rights in relation to seniority and other fringe benefits, provided they have not withdrawn their Superannuation contributions.

11.5 Care & Nurturing/Bridging of Service

The Employer shall grant, upon request, a leave of absence for a period not to exceed 18 months, without pay, for the purpose of raising/caring for a dependant. Seniority shall be retained but not accrued. The following conditions shall apply:

- (a) The employee shall confirm their intention of returning to work at least three months prior to expiration of leave.
- (b) The employee shall be allowed to continue their benefits during such leave, at the cost of the employee.
- (c) Should a leave of absence be granted for a period of longer than 18 months, without pay, for the purpose of raising/caring for a dependant be granted, at the Employer's discretion, the employee shall be required to serve a 90 calendar day probationary period upon returning to work.

ARTICLE 12 - SERVICE CAREER POLICY

12.1 Posting

All positions within the bargaining unit that are vacant and are to be filled, or all new positions that are to be filled and all vacancies of a temporary nature which are known to exceed three months shall be posted on the bulletin boards for a period of not less than five working days prior to the closing date. Such postings shall contain the following information:

- (a) Qualifications;
- (b) Classification;
- (c) Salary Range;
- (d) Job Duties;

- (e) Number of positions being filled if more than one.

12.2 Letter of Preference

In order that all employees have an equal opportunity to apply on vacant or new bargaining unit positions, employees shall be allowed to submit a "*Letter of Preference*" indicating which position/classification they wish to apply on. Letters of Preference shall remain valid for six months.

12.3 Role of Seniority in Promotions/Transfers

The parties hereto agree that in the event that more than one applicant, for a given position, is qualified, the position shall be awarded to the applicant with the greatest seniority. However, full-time and part-time employees will be considered first and if there are not such qualified employees, the District will then consider temporary employees who have the required qualifications for a given position.

12.4 Trial Period on Promotions and Transfers

In the case of promotions or transfers, a successful applicant shall be placed on trial for a period of 60 calendar days. Conditional on satisfactory service, the employee shall be declared to have completed the trial period following the 60 calendar days. 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, 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 former position, wage or salary rate, without loss of seniority.

12.5 Right to Appeal

- (a) Where an employee feels they have been aggrieved by any decision of the Employer relating to promotion, demotion, or transfer, the employee may appeal the decision to the Administrator within 14 calendar days of being notified of the reasons why they were unsuccessful. Where an appeal has been filed, no permanent transfers or placements shall take place until the appeal has been adjudicated upon by the Administrator. All employees must process their appeals through the Union.
- (b) The decision of the Administrator shall be in writing to the Union and employee. An employee unsatisfied with the determination of the Administrator may grieve such decision within five working days of receipt of such decision.

12.6 Disabled, Injured or Older Worker

On request, the Employer may provide suitable alternate employment with no reduction in pay rate when, through advancing years, injury, illness, or handicap, an employee is unable to perform their normal duties. Such employee shall not displace an employee with more seniority. If the suitable employment is at a lower rate of pay, the employee will maintain their current rate of pay until the rate of pay in the new position catches up.

12.7 Transfers Without Posting

Lateral transfers or voluntary demotions may be granted without posting, for:

- (a) compassionate or medical grounds to employees who have completed their probationary period;
- (b) all employees who have become incapacitated by industrial injury or industrial illness.

12.8 Duty to Accommodate

The parties recognize that their respective rights and obligations under the collective agreement, including Articles 12.6 and 12.7, may be affected or modified by the application of the duty to accommodate in appropriate circumstances.

12.9 On-the-Job Training

Where on-the-job training is to occur, it will be offered to the most senior employee in the appropriate classification within the work group. If no employee is available in the appropriate classification, the most senior employee applying from within the work group will be offered such training.

12.10 Time to Participate in Courses

Employees may be granted reasonable time during the regular workday to complete any Training Course which are approved by the Administrative Officer as part of a recognized training program. The parties recognize however, that the employees who avail themselves of the provisions of this article have a responsibility to devote some of their own time to prepare themselves for examinations and to complete such courses.

ARTICLE 13 - LAYOFF AND RECALL

13.1 Layoff Defined

In the event of the need to lay off an employee(s), which shall include, by definition, a reduction in the regular hours of work as defined in this agreement, or terminate employment for reasons including work program redundancy or elimination, reduction, or change, or budget limitation, the following provisions shall apply.

13.2 Layoff and Recall

- (a) *Layoff* - in the event of layoff, employees shall be laid off in reverse order of seniority; providing the remaining employees are capable of performing the necessary duties and functions.
- (b) *Recall* - laid off employees with recall rights shall be recalled in order of service seniority provided they are qualified.
- (c) *Application* - the location or classification of employees to be laid off or recalled shall be subject to joint employer/union negotiations.
- (d) Prior to the layoff of an employee under this article, the Employer shall canvass any employee or group of employees following consultation with the Union to invite:
 - (1) resignation with severance; 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.
- (e) An employee affected by layoff may bump an employee who has less seniority provided they have the ability to fill the position.

- (f) If an employee bumps into a lower classification, their wage shall be red-circled until such time as that classification has caught up to that red-circled rate.
- (g) Temporary employees will remain on the recall list until such time as:
 - (1) they are discharged for just cause;
 - (2) they voluntarily terminate their employment;
 - (3) they are on layoff for more than one year.

13.3 Advance Notice

The Employer shall notify, in writing, regular employees who are to be laid off, 20 working days prior to the effective date of layoff. If the employee has not had the opportunity to work 20 full days after notice of layoff, they shall be paid in lieu of work for that part of the 20 days during which work was not made available.

13.4 Notice of Recall

- (a) Notice of recall to an employee on the recall list shall be sent by registered mail to the employees' last known address. An employee on the recall list may be bypassed when the employee fails to respond to the notice within 10 working days of receiving it. A copy of the recall notice shall be given to the steward.
- (b) An employee bypassed under the foregoing conditions in Article 13.4(a) shall be kept on the recall list for their remaining recall period.

ARTICLE 14 - HOURS OF WORK

14.1 Hours of Work

- (a) The weekly hours of work exclusive of meal periods taken away from the workstation but including paid holidays will be as defined in Appendix A.
- (b) The scheduling of shifts shall be by mutual agreement at the local level.
- (c) All employees shall have two 15 minute rest periods in each work period in excess of six hours, one rest period to be granted before and one after the meal period. Employees working a shift of three and one-half hours but not more than six hours, shall receive one rest period during such a shift. Rest periods shall not begin until one hour after the commencement of work or not later than one hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the employee.
- (d) The scheduling and length of meal periods shall be mutually agreed upon, however, meal periods shall not be less than one-half hour, or exceed one hour.
- (e) The Arena afternoon shift commences at 3:00 p.m. and ends at 10:00 p.m. (seven hours); however, the assigned employee(s) will be paid for seven and one-half hours.

14.2 Flextime

- (a) This voluntary system applies only to full-time regular inside office staff. All shifts must contain core hours of 8:30 a.m. to 4:30 p.m., during which time the employee(s) must be at work, excluding a scheduled lunch break.

- (b) Each employee will work an additional one-half hour per day until such time that seven hours is accumulated within one calendar month. Each employee, will, in consultation with the Administrator, determine the shift they will work.
- (c) The above hours of work will entitle the employee to one day off per calendar month, such day to be mutually agreed upon between the employee and the Employer.
- (d) If the employee fails to take the day off within the 30 days following the date that the flex day has been earned, that day off shall be forfeited unless the day off is not taken due to the direction of the Employer. If this occurs, an alternate date shall be scheduled.
- (e) While an employee is on annual vacation or an extended leave, no flextime shall be credited until such time as the employee returns back on to the schedule as if they had not been away.
- (f) It is understood that any abuse of the flextime system will be treated on an individual basis, and persistent abuse may result in the withdrawal of flextime from the particular employee only.

ARTICLE 15 - OVERTIME

15.1 Definitions

- (a) "*Overtime*" means work performed by a full-time employee in excess or outside of their regularly scheduled hours of work.
- (b) "*Straight-time rate*" means the hourly rate of remuneration.
- (c) "*Double-time*" means twice the straight-time rate.

15.2 Authorization and Application of Overtime

- (a) An employee who is required to work overtime shall be entitled to overtime compensation when:
 - (1) the overtime worked is authorized in advance by the Employer; and
 - (2) the employee does not control the duration of the overtime worked.

15.3 Overtime Entitlement

- (a) An employee will be entitled to compensation for authorized overtime in excess of the scheduled daily hours.
- (b) All overtime shall be compensated in 30 minute increments.

15.4 Sharing of Overtime

Overtime shall be shared equitably, subject to the availability of qualified employees available for the specific job, with the Employer offering overtime on a rotational basis. In the event the Employer attempts to contact an employee by phone but is unsuccessful or the employee refuses the overtime, this shall be considered an offer. Records of overtime shall be made available to the Union upon request.

15.5 Recording of Overtime

Employees shall record starting and finishing times for overtime worked in a form determined by the Employer.

15.6 Overtime Compensation

- (a) All employees shall be compensated for overtime work performed before and after regular working hours, and be compensated at the rate of double-time.
- (b) The employee will have the option of:
 - (1) Choosing pay; or
 - (2) Banking the overtime hours at equivalent straight-time hours to be taken as compensatory time off prior to March 31st of the year following the time of banking (to a maximum compensatory time off of 112.5 hours annually for staff who work 75 hours biweekly or 105 hours annually for staff who work 70 hours biweekly, provided such time off is scheduled by mutual agreement); or
 - (3) Banking the cash equivalent to be paid to the Employee no later than March 31st of the year following the time of banking; or
 - (4) a combination of both.

There is no restriction on the amount that can be accrued in options (1) or (3).

15.7 No Layoff to Compensate for Overtime

- (a) *No Layoff* - An employee shall not be required to layoff during regular hours to equalize any overtime worked.

15.8 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. For the purpose of clarifying employees' obligations only, where the District determines that an emergency exists and directs an employee to work overtime, the employee may perform the work "*under protest*" and may file a grievance disputing the existence of the emergency, but the employee shall perform the work as directed.

15.9 Callout Compensation

- (a) *Callout Compensation*
 - (1) An employee who is called back to work outside their regular working hours shall be compensated for a minimum of four hours at overtime rates.
 - (2) For the purpose of (1) above, it is agreed that "*callout*" means that the employee has been called out without prior notice.
- (b) *Overtime or Callout Which Does Not Abut the Succeeding Shift*
 - (1) When overtime is worked there shall be an elapsed time of eight hours between the end of overtime and the time the employee reports for duty on the next regular shift with no shortfall out of their regular shift.
 - (2) In a callout situation where at least four hours which do not abut the succeeding shift are worked in the 10 hours preceding the start of the regular shift, there shall be an elapsed time of eight hours between the end of callout and the time the employee reports for duty on their next regular shift with no shortfall out of the regular shift.

15.10 Rest Interval After Overtime

An employee required to work overtime adjoining their regularly scheduled shift shall be entitled to eight clear hours between the end of the overtime work and the start of their next regular shift. If eight clear hours are not provided, overtime rates shall apply to hours worked on the next regular shift.

15.11 Overtime Meal Allowance

- (a) When an employee is required to work a minimum of two and one-half hours overtime, immediately before or after completion of their scheduled daily hours, they shall be reimbursed in the amount of the meal allowance that is closest to the overtime hours being done.
- (b) If the employee continues to work an additional four hours, a further meal allowance and meal break, as above, shall be provided.
- (c) When an employee is called out for overtime, with less than one hours' notice prior to their scheduled shift, the Employer shall provide the meal or pay the overtime meal allowance.

ARTICLE 16 - PAID HOLIDAYS**16.1 Paid Holidays**

The following have been designated as paid holidays:

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

Any other holiday proclaimed as a holiday by the federal, provincial, or district government for the locality in which the employee is working shall also be a paid holiday.

16.2 Holidays Falling on Saturday or Sunday

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

16.3 Holidays Falling on a Day of Rest

- (a) When a paid holiday falls on an employee's day of rest, the employee shall be entitled to a day off with pay in lieu, with scheduling of the lieu day to be by mutual agreement.
- (b) If an employee is called in to work on a day designated as the lieu day pursuant to (a) above, they shall be compensated as described in Article 16.6.

16.4 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 for hours worked, plus a day off in lieu of the holiday. The scheduling of the lieu day shall be by mutual agreement.

16.5 Holiday Coinciding with a Day of Vacation

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

16.6 Christmas or New Year's Day Off

The Employer agrees to make every reasonable effort to ensure that employees required to work shifts shall have at least Christmas Day or the following New Year's Day off.

16.7 Mutual Agreement on Scheduling Paid Holidays

The Employer, the employee and the Union at the local level may agree to change the holiday date for scheduling purposes.

ARTICLE 17 - ANNUAL VACATIONS

17.1 Annual Vacation Entitlement

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.

Paid annual vacations for all persons covered by this agreement shall be allowed as follows:

A vacation year shall be the calendar year commencing January 1st and ending December 31st.

One to five years.....	15 working days
Six to 10 years.....	20 working days
11 to 15 years.....	25 working days
16 to 25 years.....	30 working days
26 th year.....	31 working days
27 th year.....	32 working days
28 th year.....	33 working days
29 th year.....	34 working days
30 th year.....	35 working days

(a) When an employee has taken more vacation than entitled to on the foregoing basis, the Employer shall recover the unearned portion.

(b) Temporary employees shall earn vacation pay at the rate of 4% However, temporary employees who work continuously for more than eight consecutive months without being laid off shall accrue vacation at the rate of 6% thereafter and can take such accrued vacation at a time mutually agreed upon by the temporary employee and the Employer. All accrued vacation not taken prior to layoff shall be

paid out to the temporary employee. Where a temporary employee accrues vacation, the employee is not also entitled to vacation pay.

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

17.2 Vacation Earnings for Partial years

During the first partial year of service, a new employee will earn vacation at the rate of 6% from the date employment commenced to December 31st. These vacation earnings shall be paid to the employee on December 31st. If the employee wishes they may take time off in lieu of the 6% holiday pay in the month of December.

17.3 Vacation Scheduling

- (a) Vacation schedules are to be approved by Administration.
- (b) A vacation schedule must be posted by March 31st of each year.
- (c)
 - (1) The scheduling of vacations will be by service seniority within departments.
 - (2) The Employer will circulate a request for vacation selection February 1st annually. Employee selections must be completed by March 15th. The tentative schedule may then be amended where necessary up to March 31st.
 - (3) Vacation schedules will be posted by April 1st of each year. An employee who does not exercise seniority rights within two weeks of posting the vacation schedule, shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.
 - (4) An employee who does not schedule their vacation time by March 31st, must normally request vacation at least 14 calendar days in advance if three or more consecutive days of vacation are requested.
 - (5) Employees who carry over vacation as per Article 17.4 - Vacation Carryover, must submit when they plan to use the carryover by March 15th.

17.4 Vacation Carryover

Employees may carry over 10 days' vacation leave per vacation year to the next vacation year. The 10 days carryover vacation must be used by the employee in the next vacation year. Deviation from the 10 day carryover will be at the discretion of the Administrator.

17.5 Callback on Vacation

Employees who have commenced their annual vacation shall not be called back to work except in cases of extreme emergency.

17.6 Vacation Leave on Retirement

Employees leaving on Superannuation, or upon leaving at reaching maximum retirement age, are entitled to full vacation in the year they leave.

17.7 Approved Leave of Absence With Pay During Vacation

When an employee is qualified for sick leave, bereavement or any other approved leave during their vacation period, there shall be no deductions from the vacation credits for such leave. The employee must

produce a certificate from a medical practitioner, or evidence of death in the immediate family. The period of vacation so displaced shall be taken at a mutually agreed time.

ARTICLE 18 - SICK LEAVE

18.1 Sick Leave

Full-time and part-time employees are entitled to 182 days full pay, until long-term disability is triggered.

18.2 Temporary Employees

Temporary employees shall accumulate one day of sick leave per month worked to a maximum of 30 days.

18.3 Proof of Illness

An employee may be required by the Employer to produce a certificate from a qualified medical practitioner for any illness certifying that such employee is unable to carry out their duties due to illness or non-compensable accident, provided however, that the Employer may waive this requirement for the first three days of such sickness or accident. The cost of such a certificate shall be borne by the Employer.

18.4 Notification

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

ARTICLE 19 - SPECIAL AND OTHER LEAVE

19.1 Bereavement Leave

(a) In the case of bereavement in the immediate family, employees shall be entitled to special leave, at their regular rate of pay for three days. The employee shall be granted an additional two days special leave in conjunction with bereavement leave where the employee is required to travel. Additional leave may be granted at the discretion of the Employer.

(b) Immediate family is defined as an employees' spouse, child, stepchild, parent, grandparent, stepparent, brother, stepbrother, sister, stepsister, mother/father-in-law, son/daughter-in-law, and any other relative permanently residing in the employee's household, or with whom the employee permanently resides.

(c) In the event of the death of the employee's aunt, uncle, niece, nephew or cousin, the employee shall be entitled to bereavement leave at their regular rate of pay for three days if the funeral is outside of the Peace River District, and for one day if the funeral is inside the Peace River District, for the purpose of attending the funeral or service.

(d) An employee will be entitled to one day's paid leave for the purpose of attending a funeral, as a pallbearer.

The leave in (d) may only be utilized two times per year.

(e) An extended leave of absence for an employee may be granted by the Administrator.

19.2 Special Leave

Employees shall accumulate one-half days per month into a special leave bank, to a maximum of eight days.

Where leave from work is required, an employee shall be entitled to leave at their regular rate of pay.

- (1) marriage of the employee
- (2) attend wedding of the employee's child
- (3) adoption of the employee's child
- (4) serious household or domestic emergency
- (5) moving household furniture and effects
- (6) attend their formal hearing to become a Canadian citizen
- (7) court appearance for a hearing concerning an employee's dependent child
- (8) attend funeral as a mourner
- (9) employee or employee's child is a victim of domestic violence

For leave to be granted in (5) above, the move must take place on a workday.

Additional days may be granted by the Administrator at their discretion.

19.3 Family Illness

In the case of illness of a child, spouse or any other dependent person residing in the employee's home, and when no one at the employee's home other than the employee can provide for the needs of the ill child, spouse or dependent person, the employee shall be entitled to a leave of absence with pay, at the discretion of the Employer.

19.4 Full-Time Union or Public Duties

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

- (a) For employees to seek election in a provincial or federal or municipal election.
- (b) For employees selected for a full-time position with the Union or any body to which the Union is affiliated for a period of one year.
- (c) For employees elected to a public office for a maximum period of five years.
- (d) For employees elected to the full-time position as President or Treasurer of the BCGEU.

19.5 Leave for Court Appearance

- (a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.
- (b) An employee in receipt of their regular earnings while serving at court shall remit to the Employer all monies paid to him by the court, except travelling and meal allowances not reimbursed by the Employer.
- (c) In the event an accused employee is jailed pending court appearance such leave of absence shall be without pay.
- (d) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend court shall be without pay.

19.6 Leave for Writing Examinations

Leave of absence with pay may be granted to allow employees time to write examinations for courses approved by the Employer. Such leave shall not be unreasonably withheld.

19.7 Leave for Taking Courses

- (a) An employee shall be granted leave with pay to take courses at the request of the Employer. 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) An employee may be granted leave without pay, or leave with partial pay, to take courses in which the employee wishes to enrol.
- (c) Full-time and part-time employees who attend fire training related courses at the request of the District are entitled to straight-time pay during their regular working hours.
- (d) If an employee is required to attend courses or conferences on a regular day off, the employee will be offered another day off as mutually agreed upon. Employees who travel to courses or conferences outside of regular working hours shall be compensated at straight-time rates.

19.8 Education Leave

The Union and the Employer both agree that it is in their mutual interest to assist in the continuing education of employees covered by this collective agreement.

19.9 Elections

An employee eligible to vote in a federal, provincial or district election or a referendum shall have four consecutive clear hours from employment during the hours in which the polls are open, in which to cast their ballot.

19.10 General Leave

Notwithstanding any provision for leave in this agreement, the Employer may grant leave of absence without pay to an employee requesting such leave for emergency or unusual circumstances. Such request to be in writing and approved by the Employer. Approval shall not be withheld unjustly.

19.11 Leave for Medical and Dental Care

Reasonable time off for medical and dental appointments for employees shall be permitted, current practice of utilizing sick bank shall continue.

19.12 Definition of Child

Whenever the word child is used in this agreement, it shall be deemed to include a ward of the Superintendent of Child Welfare.

19.13 Compassionate Care Leave

An employee who is entitled to compassionate care benefits under the *Employment Insurance Act* is entitled to a leave of absence without pay of up to 27 weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within 26 weeks. Notwithstanding Clause 11.3 Loss of Seniority, there will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 24 - Health and Welfare.

19.14 Donor Leave

An employee shall be granted the necessary leave of absence with pay for the purpose of donating bone marrow or an organ. Such leave is to be deducted from the employee's sick leave accrual.

A doctor's note will be required, prior to the leave being granted, with an expected return date.

19.15 Leave Respecting Disappearance of a Child

An employee is entitled to a leave of absence without pay of up to 52 weeks if they are entitled to leave respecting disappearance of child under the *Employment Standards Act* and such leave shall be in accordance with the *Employment Standards Act*. There shall be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 24.

19.16 Domestic Violence

(a) Exception to Entitlements

Entitlements to accommodation and leave in this article do not apply with respect to domestic violence or sexual violence committed by the employee.

(b) Place of Work Accommodation

(1) If an employee or the employee's child has experienced domestic violence or sexual violence, and as a result the employee needs to work at a place of work other than where the Employer has assigned the employee, the Employer shall accommodate the employee's need unless it would cause the Employer undue hardship.

(2) The Employer may require an employee who needs accommodation under Clause 19.16(b) to provide evidence reasonable in the circumstances that the employee needs accommodation.

(c) Hours of Work Accommodation

(1) If an employee or the employee's child has experience domestic violence or sexual violence, and as a result the employee needs fewer hours of work or needs to work at different times than the Employer has assigned the employee, the Employer shall accommodate the employee's need unless it would cause the Employer undue hardship.

(2) The Employer may require an employee who needs accommodation under Clause 19.16(c)(1) to provide evidence reasonable in the circumstances that the employee needs accommodation.

(d) Domestic Violence Leave

(1) An employee is entitled to a leave of absence of a reasonable duration if the employee or the employee's child experienced domestic violence or sexual violence.

(2) An employee is only entitled to a leave of absence under Clause 19.16(d)(2) if the employee uses the leave of absence for one or more of the following purposes:

(i) To seek medical attention for the employee or the employee's child in respect of a physical or psychological injury or disability caused by the violence; or

(ii) To obtain services for the employee or the employee's child in respect of the violence from a victim services organization, domestic violence shelter, rape crisis centre, sexual assault centre or other social services program or community agency; or

(iii) To obtain psychological or other professional counselling for the employee or the employee's child in respect of the violence; or

- (iv) To relocate temporarily or permanently for the purpose of making future violence against the employee or the employee's child less likely; or
 - (v) To seek legal or law enforcement assistance for the employee or the employee's child, including preparing for or participating in any civil, criminal or administrative proceeding related to or resulting from the violence.
- (3) If an employee has a physical or psychological injury or disability caused by the violence that requires accommodation or work absence, the employee follows the process outside this article that would apply to any injured or disabled employee under this collective agreement.
- (4) The first 10 days of leave taken under Clause 19.16(d) (Domestic Violence Leave) is unpaid leave. An employee does have the option of utilizing Article 19.2 Special Leave for paid leave.
- (5) An employee who wishes to take leave under this section shall advise the Employer in writing that the employee will be doing so. If the employee must begin the leave before advising the Employer, the employee shall advise the Employer of the leave in writing as soon as possible after beginning it.
- (6) An employer may require an employee who takes a leave under this section to provide evidence reasonable in the circumstances that the employee is entitled to the leave.

ARTICLE 20 - PREGNANCY, PARENTAL AND ADOPTION LEAVE

20.1 Pregnancy Leave

- (a) Upon written request a pregnant employee will be granted leave of absence without pay for a period of not more than 17 weeks.
- (b) The period of pregnancy leave without pay shall begin no earlier than 11 weeks before the expected birth date and no later than the actual birth date. Such leave shall end no earlier than six weeks after the actual birth date and no later than 17 weeks after the actual birth date.
- (c) An employee is entitled to up to six additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, they are unable to return to work when their leave ends under Article 20.1 (a) or (b).
 - (d) The Employer shall, with the agreement of the employee, defer the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.
 - (e) On return from maternity leave, an employee shall be placed in their former position or in a position of equal rank and salary.
 - (f) The Employer shall maintain coverage for medical, extended health, dental or group life, if the employee reimburses the Employer for the cost of the premiums.
 - (g) For the purposes of calculating an employee's entitlement to vacation, notice of termination, and any pension, maternity and parental leave are considered continuous service.

20.2 Parental/Adoption Leave

- (a) Upon written request, an employee is entitled to:
 - (1) for a birth mother who takes leave under Article 20.1 in relation to the birth of the child or children, with respect to whom the parental leave is being taken, may opt for either standard

parental leave up to 35 consecutive weeks of unpaid leave or extended parental leave of up to 61 weeks unpaid leave beginning immediately after the end of the leave taken under Article 20.1, unless the Employer and employee agree otherwise;

(2) for a birth mother who does not take leave under Article 20.1 in relation to the birth of the child or children, with respect to whom the parental leave is being taken, up to 78 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event; or

(3) for a birth father, up to 78 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event.

(b) An employee's combined entitlement to leave under Article 20.1 and this article is limited to 78 weeks, plus any leave the employee is entitled to under Articles 20.1 (c) and 20.6.

20.3 Adoption Leave

Upon request, an employee shall be granted leave of absence without pay for up to 37 weeks following the adoption of a child. Such leave must begin within the 52 week period after the child is placed with the parent and the employee shall have to furnish proof of adoption.

20.4 Request for Leave

A request for pregnancy and parental leave must be given in writing to the Employer at least four weeks before the employee proposes to begin the leave and, if required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to the leave.

20.5 Seniority Rights on Re-Employment

An employee who makes application for re-employment prior to the expiration of maternity or adoption leave shall retain and accrue service credits and seniority rights accumulated prior to maternity or adoption leave of absence. The employee shall be deemed to have resigned on the date upon which leave of absence without pay commenced if an application for re-employment is not made prior to the expiration of the leave.

20.6 Extension of Pregnancy and Parental Leave

Pregnancy and Parental leave shall be extended for up to an additional five consecutive weeks of unpaid leave commencing immediately after the end of such leave if the child has a physical, psychological, or emotional condition requiring an additional period of parental care.

20.7 Sick Leave Credits

Illness arising due to pregnancy during employment and prior to leave of absence may be charged to normal sick leave credits.

20.8 Paternity Leave

An employee whose spouse has given birth of a child shall be entitled to one day leave with pay and one day leave without pay for the purpose of maintaining the household during the spouse's confinement in hospital. Such leave equivalent to the period of confinement may be deferred until the spouse's return from hospital upon written approval of the Administrative Officers. Such leave shall not be unreasonably withheld.

ARTICLE 21 - OCCUPATIONAL SAFETY AND HEALTH

21.1 Conditions

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 this section.

21.2 Safety Committee

(a) The Employer and the Union agree to establish an occupational safety and health committee. The Occupational Safety and Health Committee shall be composed of personnel employed by the District. The composition will be determined through management and 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 Safety and Health Committee shall be sent to the Union and the Employer. Employees who are representatives of the Occupational Safety and Health Committee shall continue to receive the rate of pay they would have been receiving had they not been attending occupational safety and health committee meetings.

(b) Any two members or one member with a local supervisor of the Occupational Safety and Health Committee shall be entitled to access to all employer buildings and facilities for the purpose of conducting safety inspections, accident investigations, or inspections to determine compliance with any regulations or Inspection Directives of the Workers' Compensation Board. Access shall be subject only to restriction in the event that the facility or building is unsafe, or that access would seriously disrupt work which could not reasonably be rescheduled, in which case an alternate inspection time will be rescheduled at the earliest convenience. Members of the Committee shall ensure that all appropriate and required safety equipment is worn and all required precautions are taken during such inspections, and the Employer shall provide such equipment or apparel.

21.3 Injury Pay Provision

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury, shall receive payment for the remainder of their shift, without deduction from sick leave.

21.4 Transportation of Accident Victims

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 or other agency which may be liable.

21.5 Pollution Control

The Employer and the Union agree, to the maximum possible degree, to limit all forms of environmental pollution.

21.6 Investigation of Accidents

The Occupational Safety and Health Committee, as provided in Article 21.2, shall be notified of each accident or injury and shall investigate and report to the Union and Employer on the nature and cause of the accident or injury. In the event of a fatality, the District shall immediately inform the staff representative of the nature and circumstances of the accident.

21.7 Occupational First Aid Requirements

- (a) The Union and the Employer agree that Occupational Health and Safety Regulations made pursuant to the *Workers Compensation Act* shall be fully complied with.
- (b) Where the Employer requires an employee to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Occupational First Aid Certificate shall be borne by the Employer and leave to take the necessary courses shall be granted with pay.
- (c) Subsequent to 21.7(a) and 21.7(b) payment shall be granted to one employee who possess an Occupational First Aid Certificate, Level 3, at the rate of 50¢ per hour.
- (d) If conflicts arise concerning entitlement under this article, then departmental seniority shall be the criteria used to resolve this conflict.

21.8 Computers

- (a) Employees who operate computers on a continuous basis shall be entitled to two additional five minute rest breaks per workday.
- (b) An employee shall be allowed, at the Employer's expense, one eye exam per year, when not covered by insurance.
- (c) The Employer shall ensure any new equipment shall:
 - (1) have adjustable keyboards and screens;
 - (2) comply with the Workers' Compensation Board Ergonomics Regulations.

21.9 Restrictions

- (a) No employee shall carry out or cause to be carried out any work process, or cause to be operated any tool, appliance or equipment when that employee has reasonable cause to believe that to do so would create an undue hazard to the health or safety of any person.
- (b) Pursuant to (a) above, an employee who refuses to carry out a work process, operate a tool, appliance or equipment shall report the circumstance to their supervisor or Employer.
- (c) The Supervisor/Employer shall forthwith investigate the matter and:
 - (1) ensure that any unsafe condition is remedied; or
 - (2) if in their opinion the report is not valid, they shall so inform the employee who made the report.
- (d) Where the procedure under Subclause (c) does not resolve the matter, and an employee continues to refuse, the Supervisor/Employer shall investigate the matter in the presence of the employee, and a union representative of the Occupational Safety and Health Committee, or an employee who is selected by the Union.
- (e) When the investigation under Subclause (d) does not resolve the matter and the employee still refuses, the Supervisor/Employer shall immediately notify an officer of the Workers' Compensation Board who shall investigate the matter without undue delay and issue whatever orders they deem necessary.
- (f) No employee shall be subject to disciplinary action because they have acted in compliance with this provision, and the Workers' Compensation Board, unless the employee continues to refuse after an officer of the Workers' Compensation Board has determined such to be safe.

- (g) Temporary assignment to alternate work, at no loss in pay to the employee until the matter in Subclause (a) is resolved, shall be deemed not to constitute disciplinary action.
- (h) Materials, articles or objects to be manually lifted, carried or moved, shall be done in such a manner and with precautions and safeguards including training, protective clothing and mechanical aids as will ensure that the process does not endanger the health and safety of any employee.

21.10 Communicable Disease Protection

To protect against the contraction of communicable diseases, the Employer, upon an employees' request, will pay the costs not covered by an employees' own medical insurance or extended health care plan for vaccinations related to the job duties of the employee (e.g.: flu shot, hepatitis, tuberculosis vaccination).

ARTICLE 22 - UNION/MANAGEMENT COMMITTEE

- (a) This committee provides a forum in which union and management concerns, or problems, may be addressed and discussed informally outside of the legislated negotiations, or grievance procedures. The Committee shall endeavour to establish and maintain harmony between the municipality and its employees, establish a means of open communication, solve problems and provide feedback on management practices and labour activity.
- (b) The Committee shall be comprised of a maximum of three union representatives, a union staff representative and three management representatives. Other persons may be brought in to provide additional information on specific issues.
- (c) Chairing of the meeting shall be rotated by the Union and Management.
- (d) An agenda from each side will be circulated one week prior to the date of the meeting.
- (e) Meetings shall be scheduled at least once every 60 days, or at the call of either party. This shall be done on employer time.

ARTICLE 23 - CONTRACTING OUT

Work normally performed by bargaining unit employees, will not be contracted out subject to the availability of people, skills and equipment. The District may contract out work not normally performed by bargaining unit employees, but will endeavour to employ members of the bargaining unit on such work whenever possible.

Contracting out shall not cause a member of the bargaining unit to be transferred, lose income or be laid off, or failed to be recalled from laid off status.

ARTICLE 24 - HEALTH AND WELFARE

All benefits plans coverage, terms, conditions, and specific eligibility requirements shall be governed by the actual terms and conditions of the benefits plan. Prior to the Employer changing carriers, they shall meet with the Union and discuss the proposed changes and provide reasons for the change. There shall be no reduction to the benefit levels.

24.1 Basic Medical Insurance

All permanent employees may choose to be covered by Medical Services Plan of British Columbia. The Employer shall pay 100% of the regular premium.

24.2 Extended Health Care Plan

The Employer shall pay 100% of the regular premium for permanent employees entitled to coverage under a plan the District currently provides.

24.3 Dental Plan

The Employer shall pay 100% of the monthly premium for permanent employees entitled to coverage as follows:

- Plan A - 100%
- Plan B - 75%
- Plan C - 75% - Maximum \$3,500

24.4 Group Life

The Employer shall pay 100% of the premium cost of a mutually acceptable group life plan with benefits equivalent to two times the employee's annual salary, with a maximum of \$250,000 coverage.

24.5 Long-Term Disability

The employee shall pay 100% of the monthly premium for full-time employees entitled to coverage under a long-term disability plan (LTD) providing the benefit level to 66.6% of the employee's monthly salary, to a maximum of \$3,000 per month benefit.

24.6 Visual Care

The Employer shall pay the premium cost of vision care benefits in the amount of \$600 every two years.

24.7 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.

24.8 Legislative Changes

If the premiums paid by the Employer for any employee benefit covered by this agreement are reduced by the result of any legislative or other action, the amount of the saving shall be used to increase other benefits available to the employees, in the ratio to which the contributions were paid.

24.9 Employee and Family Assistance Program

Time may be taken from the accrued sick leave time for the purpose of drug and alcohol or family counselling. All counselling should be arranged in a confidential manner through management prior to the counselling sessions beginning. Counselling leave will be reviewed with the employee after one year has passed.

24.10 Casual/Temporary Health & Welfare Benefits

Casual and temporary employees shall receive payment in lieu of Health & Welfare Benefits of 70¢ per hour worked with a cap of \$52.50 biweekly.

ARTICLE 25 - WORK CLOTHING

The Employer shall continue to supply to employees covered by this collective agreement all items of clothing and equipment as detailed in Appendix C.

ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES

26.1 Equal Pay

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

26.2 Paydays

Biweekly.

26.3 Rates of Pay

(a) Employees shall be paid in accordance with the rates of pay negotiated by the parties to this agreement. For information purposes the applicable rates of pay are recorded in Appendix A to this agreement.

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

26.4 Pay on Temporary Assignment

(a) An employee temporarily assigned by the Employer to a position with a rate of pay lower than their regular rate of pay shall maintain their regular rate of pay.

(b) An inside office employee assigned by the Employer to a position with a rate of pay higher than their regular rate of pay shall be paid the higher rate for the hours worked in the higher paid position.

26.5 Municipal Pension Plan

The Municipal Pension Plan Rules (as amended from time to time), made under the Municipal Pension Plan Joint Trust agreement pursuant to the authority of the *Public Sector Pension Plans Act*, apply to the Employer and its eligible employees and such employees shall participate in the Plan. Those employees who have been given the option of not participating shall not be required to participate, unless required by the Plan.

26.6 Mileage Allowance

Mileage allowances for all miles travelled on District business shall be paid to employees required to use their own vehicles in the performance of their duties. The allowance shall be established by employer bylaw and shall cover mileage for use in the performance of their duties. Any future increases in the rates for expense reimbursement for mileage and meal allowances applicable to members of Council shall be applied to employees. However, any future decreases will be subject to negotiation and mutual agreement.

26.7 Travel Allowances

Expenses for employees travelling on District business shall be established by employer bylaw. Any future increases in the rates for expense reimbursement for mileage, meal, and other travel allowances

applicable to members of Council shall be applied to employees. However, any future decreases will be subject to negotiation and mutual agreement.

26.8 Licensing and Association Membership Costs

All Licensing and Association Membership costs, as required, shall be borne by the Employer.

26.9 Upgrading Qualifications

Where the Employer requires an employee to upgrade their skills or qualifications in order to operate or maintain new equipment, the cost of training and normal living and travel expenses as laid down in this agreement will be borne by the Employer.

26.10 Salary Rate Upon Employment

The hiring rate of pay for a new employee shall not be higher than the rate of pay for an existing employee in the same classification with similar work experience, training and education.

26.11 Abnormal Working Conditions

The District is committed to providing a safe workplace, and to ensuring that employees have access to all reasonably necessary safety equipment and safe work procedures.

The District shall pay employees required to work under exceptionally unpleasant or difficult working conditions, as specifically listed below, a premium of \$1.50 per hour for each hour (or portion thereof) worked:

- (a) in direct contact with raw/untreated sewage; or
- (b) in an area contaminated by raw/untreated sewage (which shall not include custodial-type work).

ARTICLE 27 - CLASSIFICATION & RECLASSIFICATION

27.1 Classification and Salary Assignments

When a new or substantially altered classification covered by this agreement is introduced, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the rate of pay for the new or substantially altered classification, within 10 working days of their first meeting or such other period as agreed by the parties, the Employer may implement the classification and attach a salary. The matter may then be referred to arbitration. The new rate of pay shall become effective on a date agreed upon by the parties or as determined through the adjudication process.

ARTICLE 28 - GENERAL CONDITIONS

28.1 Parking

The Employer shall provide parking for employees free of charge. Each parking space provided for employees shall be accessible to an electrical outlet for connection to a block heater

28.2 Tool Allowances

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

28.3 Indemnity

The District of Hudson's Hope under Bylaw 470, 1992, has indemnified all employees covered by this agreement against claims for damages arising out of the performance of their duties and in addition, will pay legal costs incurred in a court proceeding arising out of such claims.

28.4 Printing of the Agreement

The Union shall arrange for the printing of sufficient copies of the collective agreement and the cost shall be shared equally.

28.5 Copies of the Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this agreement, and their rights and obligations under it. For this reason, the Union shall arrange for printing of sufficient copies of the agreement for distribution to employees.

ARTICLE 29 - TERM OF AGREEMENT**29.1 Duration**

This agreement shall be binding and remain in effect from January 1, 2020 to midnight December 31, 2023.

29.2 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 November 1, 2023, but in any event not later than midnight, December 9, 2023.
- (b) Where no notice is given by either party prior to December 9, 2023, both parties shall be deemed to have given notice under this section on December 9, 2023, and thereupon Article 29.3 of this agreement applies.
- (c) All notice on behalf of the Union shall be given by the staff representative of the Union and similar notice on behalf of the Employer shall be given by the Administrative Officers.

29.3 Commencement of Bargaining

Where a party to this agreement has given notice under Article 29.2 of this agreement, the parties shall, within 14 calendar days after the notice was given, commence collective bargaining.

29.4 Changes in Agreement

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

29.5 Agreement to Continue in Force

Both parties shall adhere fully to the terms of this agreement during the period of bona fide collective bargaining.

**SIGNED ON BEHALF OF
THE UNION**

**SIGNED ON BEHALF OF
THE EMPLOYER**

Stephanie Smith
President

Dave Heiberg
Mayor

John Vandenberg
Bargaining Committee Chair

Chris Cvik
Chief Administrative Officer

Meghan Cryderman
Bargaining Committee

Mokles Rahman
Director of Public Works

Angie Panoulis
Staff Representative

Dated this _____ day of _____, 20_____.

**APPENDIX A
Wage Scales**

CLASSIFICATION	Hours	Jan 1/20 2.5%	Jan 1/21 2%	Jan 1/22 2%	Jan 1/23 2%
Administrative Assistant	35	34.18	34.87	35.56	36.28
Deputy Treasurer	35	40.83	41.64	42.48	43.32
ICBC Agent	35	31.60	32.23	32.88	33.53
Office Assistant	Up to 35	29.44	30.03	30.63	31.24
Inside Casual	Up to 35	24.91	25.41	25.91	26.43
Custodian	Up to 35	24.35	24.84	25.34	25.84
Custodian Casual	Up to 35	24.35	24.84	25.34	25.84
General Trades (Lead Hand)	37.5	39.92	40.72	41.54	42.37
Water/Sewer Operator Level 1	37.5	37.17	37.91	38.67	39.44
General Trades - Level 1	37.5	34.95	35.65	36.36	37.09
General Trades - Level 2	37.5	34.18	34.87	35.56	36.28
General Trades - Level 3	37.5	33.45	34.11	34.80	35.49
Temporary Outside	Up to 37.5	26.33	26.86	27.40	27.94
Outside Casual	Up to 37.5	24.88	25.37	25.88	26.40
Groundskeeper	37.5	26.33	26.86	27.40	27.94
Pool Supervisor	Up to 40	29.15	29.73	30.33	30.94
Senior Lifeguard	Up to 40	25.71	26.22	26.75	27.28
Junior Lifeguard	Up to 40	20.49	20.90	21.32	21.74
Recreation Special Events Coordinator	37.5	32.58	33.24	33.90	34.58
Information Centre Supervisor	Up to 40	22.86	23.31	23.78	24.26
Information Centre Students	Up to 40	15.43	15.73	16.05	16.37
Summer Students	Up to 40	15.43	15.73	16.05	16.37

When an employee is assigned to act as Lead Hand for specific projects or periods of time, that employee shall receive a premium rate of 10% above their wage.

**APPENDIX B
Bargaining Unit Exclusions**

It is agreed that the following positions are excluded from the bargaining unit:

- (1) Chief Administrative Officer/Approving Officer
- (2) Corporate Officer
- (3) Director of Protective Services
- (4) Director of Public Works
- (5) Foreman of Public Works
- (6) Safety Officer/Bylaw Enforcement Officer

APPENDIX C
Clothing Supplied by Employer

1. Hard Hat and Liner
2. Gloves (where necessary only)
3. Rain Gear
4. Coveralls - two pair per year - Insulated coveralls for winter wear one pair every fourth year.
5. Safety Goggles
 - (1) *Cost of Safety Boots* – District will reimburse regular and temporary employees required to wear safety boots up to \$200 per year, or \$400 every two years for actual costs incurred in purchasing approved safety boots. The employee shall provide the Employer with a receipt and proof that the boot meets the required standard as a condition of reimbursement. The Employer will advise employees regarding the required standard of boot, based on WCB requirements.
7. Coats for Arena Maintenance personnel
8. Two T-shirts with District Crest annually. (for pool staff and information centre only)
9. Two Pairs Matching Shorts (pool staff only when required)
10. Protective clothing for office requirements.
11. Employer shall ensure coveralls are made available for Temporary/Casual workers and the Groundskeeper to use on an "*as needed*" basis. This clothing shall remain the property of the Employer.
12. Logo embossed District jackets be provided to each full-time and regular part-time employees, every three years.

If an employee chooses to purchase their own clothing, the Employer will reimburse the employee as per the amounts in the District of Hudson's Hope clothing policy.

APPENDIX D
List of Single Arbitrators

Peter Cameron
Joan Gordon
Rod Germaine
Marguerite Jackson, Q.C.

MEMORANDUM OF UNDERSTANDING 1

The Employer, in keeping with the relevant legislation, shall pay their employees in a manner which provides a travel allowance and does not increase their taxable income.

The Employer shall insert in Box 32 of each employee's T4 slip, 10% of their basic pay. This amount is not in addition to the regular wages and only shows the breakdown on the annual earnings.

MEMORANDUM OF UNDERSTANDING 2
Re: Information Centre and Summer Students

In recognition of the fact that there are limited employment opportunities for the students from Hudson's Hope, the District shall only hire students who meet the following requirements for positions as "*Information Centre Students*" and "*Summer Students*" as listed in Appendix A of this agreement.

1. The student must currently attend a secondary or post-secondary institution on a full-time basis; and
2. The student must be returning to full-time studies at a secondary or post-secondary institution after completing summer employment with the District; and
3. The student must reside in Hudson's Hope or have a family home in Hudson's Hope. For further clarification, eligible students who are hired as Information Centre Students will be given first consideration for these positions following their first season of employment, provided they pass the probation period pursuant to Article 10.9, and continue to meet the above eligibility requirements.

MEMORANDUM OF UNDERSTANDING 3
Re: Training

1. In recognition of the benefits of cross training for both the Employer and the employees, the Employer is committed to providing such training for its employees where possible taking into account operational needs and budgetary constraints. All training must be approved by the Administrator.
2. A joint union/management committee consisting of two union representatives (one inside and one outside employee) and two management representatives shall be established and shall meet as required.
3. The Committee shall catalogue the training already provided to employees and identify training needs that would be beneficial to the Employer and the employees.
4. The Committee shall create a process to track the number of hours an employee performs job duties that are related to an hours of work requirement for a certificate or program that the employee is pursuing.
5. The Committee will research the requirements for relevant certificates and tickets (e.g.: water, sewer, power engineering, local government management) and distribute this information to employees.
6. Employees who wish to receive training shall make an application in writing to their supervisor and a copy will be provided to the Committee. The application must contain details about the course or program including the requirements and costs of such training and whether travel is involved. The Committee shall review the application and will make recommendations to the Administrator.
7. Any training provided by the Employer shall be provided on an equitable basis, subject to operational requirements and needs for particular training.
8. Where possible and subject to operational requirements, the Employer will allow employees who are pursuing a certificate where there is an hours of work requirement to accompany another qualified employee on work related to that certificate.
9. For courses or training not required by the Employer but approved by the Administrator, the Employer shall pay the costs for such training and related materials, but the Employer is not

responsible for paying any wages to the employee for any portion of the course or training that falls outside the employee's normal work hours.

10. Where an employee attends a course or training that has been paid for by the Employer, any manuals or course material may be deemed property of the Employer.

Where an employee has received cross training and possesses a certification, the employee shall be assigned work as deemed necessary by the Employer in the area in which the employee has received cross training.

MEMORANDUM OF UNDERSTANDING 4
Re: Re-Certification Costs for Pool Employees

1. The Employer recognizes that its seasonal employees who work at the Outside Pool may be required to obtain re-certification for the required qualifications for employment at a swimming pool.
2. The Employer agrees that it will reimburse the costs of any required re-certification for such pool employees at the end of the applicable seasonal employment.
3. The Union understands that the employee is only agreeing to pay for required re-certification costs and not the costs for any initial certifications required for employment at the Outside Pool.

MEMORANDUM OF UNDERSTANDING 5
Re: Trades

The Union and the District agree that full-time General Trades employees will be appointed to General Trades classifications as follows:

Water/Sewer Plant Operator Level 1

Employees in this classification will have the appropriate certification required under the Environmental Operators Certification Program to operate both the municipal water and wastewater systems.

General Trades - Level 3

Employees in this classification will have a recognized trade certification as designated by the Ministry of Advanced Education and which is required by the District for its operations.

General Trades - Level 2

Employees in this classification will have a Fifth Class Power Engineer's Certificate of Competency (Refrigeration Endorsement) or other Power Engineer's Certificate of Competency higher than Fifth Class, or the appropriate certification required under the Environmental Operators Certification Program to operate the municipal water or wastewater systems.

General Trades - Level 1

Employees in this classification, who hold or subsequently obtain one of the above certifications, shall be promoted into the applicable General Trades classification as required by the Employer.

MEMORANDUM OF UNDERSTANDING 6
Re: Standby Provisions

Where General Trade employees are requested to standby and be called for duty under conditions that restrict their off-duty activities, the following shall apply:

1. *Standby hours will be:*

Weekends:

Friday 16:01 hours to Monday 07:59 hours

If standby is authorized by the Employer during the week days during the absence of the Director of Public Works, these hours will be:

Weekdays:

16:01 hours to 7:59 hours

2. The employee on standby shall be compensated at one hour's regular pay for each six hours on standby.
3. The employee will be required to do one pump check in a 24 hour period for which they will receive two hours at double-time in addition to the standby pay. In the event that the District of Hudson's Hope implements a new water treatment system and pump checks may not be required, the matter will be referred to the Labour/Management Committee as outlined in Number 9 of this letter of understanding.
4. Any callouts performed while on standby shall be compensated at overtime rates pursuant to Article 15.9(a). Once the task required to be performed is completed, the employee will not be required to perform additional work until the call premium has been met. (e.g.: Required to work for four [4] hours) however; if the employee has completed the assigned work and has left the worksite and another callout is required within the four hour period, the employee will be required to perform the work without additional compensation. In the event this work goes beyond the original four hour callout, the employee shall receive double-time for those additional hours.
5. Standing by on a paid holiday as listed in Article 16 of the collective agreement, all work performed, shall be compensated as standby as in point 3 and 4 above, compensated as per Article 16.4 of the collective agreement plus a day off in lieu.
6. Employees who are required to standby shall be provided with a District of Hudson's Hope cell phone and a District of Hudson's Hope vehicle for the duration of the standby period.
7. Standby will be shared on an equitable basis among the regular General Trades employees.
8. Employees who have agreed to be on standby for a certain date(s) are responsible for the date(s), but shall have the ability to have another General Trades person assume exchange date(s) provided the Employer receives in writing the notice of change at least 24 hours in advance.

Any difficulties arising out of the implementation and/or administration of this letter of understanding and issues of equitable overtime during the standby shall be discussed at the Labour/Management Committee meeting prior to a grievance being filed. The time limits in Article 8 of the collective agreement

will be deemed not to be violated while discussions at the Labour/Management Committee meeting are taking place or waiting to take place.

MEMORANDUM OF UNDERSTANDING 7
Re: Recreation Special Events Coordinator

- (a) The Employer and Union agree to undertake a two-year trial whereby the Recreation Special Events Coordinator (RSEC) position would become a unionized position represented by the B.C. Government and Service Employee's Union (BCGEU). During the trial period, the incumbent would pay union dues and be represented by the BCGEU.
- (b) The trial period would run from January 1, 2020, to December 31, 2021.
- (c) The Employer and the Union agree to develop criteria to evaluate continuation of the unionized role beyond the end of the trial period. Council approval of the evaluation criteria is required.
- (d) As the RSEC position requires the incumbent to work varied hours including evenings and weekends as required, the incumbent is eligible to work a "Flex Schedule". For the purposes of this LOU, Flex Schedule means:
- (1) The total regular hours worked shall not exceed 75 hours in a 14-day averaging period. (i.e. two-week pay period).
 - (2) The daily hours of work shall be seven and one-half hours per day, five days per week.
 - (3) Up to 10½ hours per day may be worked at the discretion of the RSEC with resultant surplus hours (difference between the regular seven and one-half hour day and the time worked up to 10½ hours per day) banked as Compensatory Time Off (CTO). The CTO banked will not exceed 37½ hours at any one time and must be taken by March 31st of the year following the banking.
 - (4) Any hours worked over 10½ hours per day in a 14-day averaging period shall be subject to Article 15.6 Overtime Compensation.
 - (5) The RSEC is required to monitor their work schedule and communicate with the Director of Public Works or designate when they will need to take time off in order to be within the averaging period.
 - (6) All requests to take flextime off must be approved in advance by the Director of Public Works or designate.
 - (7) When RSEC takes an ETO day of flextime off, they will be deemed to be absent for seven and one-half hours providing at least seven and one-half hours are required to complete the averaging period. If less than seven and one-half hours are required to complete the averaging period, such number of hours will be deemed to be hours of absence.