

**COLLECTIVE AGREEMENT**

**BETWEEN**

**FRASER VALLEY REGIONAL DISTRICT**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 458**

**JANUARY 1, 2020 - DECEMBER 31, 2024**

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## **ARTICLE 1 – PREAMBLE**

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

- 1) Maintain and improve the harmonious relations and settle conditions of employment between the Employer and the Union
- 2) Recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- 3) Encourage efficiency in operation; and
- 4) Promote the morale, well-being and security of all employees in the bargaining unit of the Union;

**AND WHEREAS** it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement;

**NOW THEREFORE**, the parties agree as follows:

**ARTICLE 2 - MANAGEMENT RIGHTS**

The management of the operation and staff, except as expressly limited by this Agreement, is reserved to and vested exclusively in the Employer.

### **ARTICLE 3 – UNION RECOGNITION**

#### **3.01 RECOGNITION**

The Employer recognizes the Canadian Union of Public Employees, Local 458, as the sole bargaining agency on behalf of its employees, save and except employees in excluded positions, for which the Union is certified under the Labour Code of British Columbia.

#### **3.02 NO OTHER AGREEMENTS**

No employee shall be required or permitted to make any written or verbal agreement with the Employer or his representatives which may conflict with the terms of this Collective Agreement.

## **ARTICLE 4 - DEFINITION OF EMPLOYEES**

### **4.01 "EMPLOYEE"**

"Employee" shall mean a person who is an employee as defined in the Labour Relations Code R.S.B.C.1996 Chap.244 and Amendments thereto and who is covered by this Agreement.

### **4.02 "REGULAR EMPLOYEE"**

"Regular Employee" shall mean an employee, full time or part-time, who has successfully completed the probationary period. Regular Employees shall be entitled to all benefits provided by the Collective Agreement. Commencement of benefit participation shall be in accordance with individual plan requirements or from date of hire as applicable.

### **4.03 "PROBATIONARY EMPLOYEE"**

- 1) A new employee shall be considered a probationary employee for the period of time herein defined under this section. The probationary period may be extended by mutual consent of the Parties in writing. During the probationary period, competence and suitability of the employee for a regular position shall be determined at the sole discretion of the Employer. If the Employer does not find the employee competent and/or suitable for regular employment, a probationary employee may be terminated at any time during the probationary period without notice.
- 2) Such employees shall have the right to the grievance procedures as outlined in Article 7 of this Collective Agreement.
- 3) The probationary period for full-time employees is six (6) months from date of hire. During the probationary period, full-time employees shall be entitled to full benefit participation in accordance with Article 20.01(2) and 20.02 of this Agreement.
- 4) The probationary period for part-time, casual, and time-duration employees is the equivalent in hours worked of a probationary full time employee or 12 months, whichever comes first, from the date of hire, to determine suitability.

Schedule A Chilliwack Office - 840 hours  
Schedule B1 & B2 Utilities – 960 hours  
Schedule C Student – Weed Control Technicians – 900 hours  
Schedule E Parks - 900 hours

During the probationary period, part-time employees shall be entitled to a percentage in lieu of benefits in accordance with Article 4.05(2) and Article 4.05(4); casual employees shall be entitled to a percentage in lieu of benefits in accordance with Article 4.08(4) and Article 4.05(4); and time-duration employees shall be entitled to a percentage in lieu of benefits in accordance with Article 4.06(2) and Article 4.05(4) of this Agreement.

- 5) Commencement of benefit participation shall be in accordance with individual plan requirements from date of hire as applicable.

#### **4.04 "FULL TIME EMPLOYEE"**

"Full Time Employee" shall mean an employee who has successfully completed the probationary period and who is employed on a regular and continuous basis in accordance with Article 13.01 of this Agreement. Full Time Employees shall be entitled to all benefits provided for under Article 20 of this Agreement. Commencement of benefit participation shall be in accordance with individual plan requirements or from date of hire as applicable.

#### **4.05 "PART-TIME EMPLOYEE"**

- 1) "Part Time Employee" shall mean any employee employed in any position which is other than full time and works less than the normal hours specified in Article 13.
- 2) Probationary Part-Time Employees shall be entitled to a percentage in lieu of benefits in accordance with Article 4.05(4) of this Agreement.
- 3) Regular Part-Time Employees shall be entitled to full benefit participation or a percentage in lieu of benefits in accordance with Article 4.05(4) of this Agreement. Commencement of benefit participation shall be in accordance with individual plan requirements and sick leave and annual vacation shall accrue from date of hire. Regular Part-Time Employees who chose benefit participation rather than a percentage in lieu of benefits must ensure that their percentage of the premium is covered either through payroll deduction or post-dated cheques where hours worked are not sufficient to ensure coverage. Failure to make necessary arrangements with the Employer in advance will result in cancellation of benefit participation and payment of the appropriate percentage in lieu thereof.
- 4) The percentage in lieu of benefits shall be inclusive of all benefits of this agreement, including health and welfare benefits, sick leave pay, statutory holiday pay and vacation pay, except that overtime payment provisions in accordance with Article 13.05 of this Agreement will apply to those employees who are required to work on statutory holidays. The payment in lieu of benefits shall be calculated at a rate of 16% based on the employee's base rate of pay. The Union and the Employer agree that the in-lieu percentage includes and meets the minimum statutory requirements for vacation pay, statutory holiday pay, and sick leave benefits required under the *Employment Standards Act*. For clarity, the percentage in-lieu does not include the paid leave provided under Article 17.12 (Family Responsibility Leave/Personal Leave), which will be provided to all part time employees in accordance with that Article and can be considered to constitute a component of an employee's paid sick leave entitlements.
- 5) Regular Part-Time Employees who elect benefit participation shall be entitled to all benefits on a pro-rata basis. Payment calculations for statutory holidays shall be based on the *Employment Standards Act* formula, which will be calculated using total wages earned in the 30 calendar days before the statutory holiday divided by the total days/shifts worked. Any updates to the *Employment Standards Act* formula shall be reflected in the formula for these calculations and will not decrease should the *ESA* entitlements be reduced. Paid sick leave shall accumulate on a pro-rata basis in accordance with Article 16.02.

#### **4.06 "TIME DURATION EMPLOYEE"**

- 1) "Time Duration Employee" shall be defined as an employee, other than a Probationary or Regular employee, who is:
  - a) employed to augment the union staff; or
  - b) employed to substitute for union staff during periods of illness or vacation; or
  - c) employed to work on a special project; or
  - d) student employees.
- 2) Time Duration Employees, other than students, shall be entitled, from date of hire, to a percentage in lieu of benefits as defined in Article 4.05(4) of this Agreement, and will also be entitled to the paid leave provided under Article 17.12 (Family Responsibility Leave/Personal Leave) in accordance with that Article.
- 3) Time Duration employees shall only be entitled to compete for internal postings during the period of a term appointment.
- 4) Time Duration Employees shall accumulate seniority in accordance with Article 10.01 of this Agreement, however shall have no seniority rights upon the expiration of a term appointment.
- 5) Time Duration appointments for students not to exceed 8 months absent mutual agreement of the parties. Time Duration appointments to cover maternity, parental or long-term disability leaves shall not exceed eighteen (18) months, absent mutual agreement of the parties. All other Time Duration appointments not to exceed twelve (12) months absent mutual agreement of the parties. The parties agree that the Employer may seek the Union's consent, in writing, to longer time periods prior to posting for a time durated position.

#### **4.07 STUDENT EMPLOYEES**

- a) Student Employees shall be recognized as bona fide members of the bargaining unit and may be represented in each "Employee Schedule" as operational requirements may dictate.
- b) Student Employees shall be treated as time duration employees in accordance with Article 4.06 of this Agreement.
- c) Student Employees shall be entitled to a percentage in lieu of benefits as defined in Article 4.05(4) of this Agreement, except that the percentage in lieu of benefits for students, including time-duration student employees, will also be held to include the paid leave provided under Article 17.12 (Family Responsibility Leave/Personal Leave).
- d) Student Employees must be:
  - (i) currently attending or enrolled in the next semester of a secondary or post secondary educational program, full or part-time; or
  - (ii) have attended full or part-time, in the last academic year.

#### **4.08 CASUAL EMPLOYEES**

- 1) “Casual Employee” shall be defined as an Employee, other than Regular, Part Time or Time Duration Employee who:
  - a) is employed on an intermittent or temporary basis for the purpose of relief or replacement;
  - b) works less than 50% of full time working hours on an annual basis as indicated in the respective wage schedule,
  - c) will have hours and shifts set, by their respective supervisor, subject to operational requirements and the requirements stipulated in Article 13 of this Agreement.
- 2) Casual Employees will be entitled, from the date of hire, to a percentage in lieu of benefits as defined in Article 4.05(4) of this Agreement, except that the percentage in lieu of benefits for casual employees will also be held to include the paid leave provided under Article 17.12 (Family Responsibility Leave/Personal Leave).
- 3) Part Time Employees shall be offered all hours prior to Casual Employees.

#### **4.09 NOTIFICATION - EMPLOYEE STATUS CHANGE**

The Employer agrees to notify the Union, in writing, when an employee covered by this Agreement is hired, promoted, demoted, transferred, laid off, recalled or is suspended, or when his/her employment is terminated.

## **ARTICLE 5 - UNION MEMBERSHIP AND DUES CHECK OFF**

### **5.01 UNION FEES**

All employees covered by the Union's Certification of Bargaining Authority shall pay to the Union a bi-weekly fee calculated at the rate set by the Union. Such payments to be made by payroll deduction upon delivery to the employer of an authorization card signed by the employee.

### **5.02 UNION'S RIGHT TO INFORM NEW EMPLOYEE IN BARGAINING UNIT**

It is understood that the Unit Chair or Shop Steward will be permitted during working hours, to inform newly hired employees of the Union's role within the bargaining unit; and further, such representatives will be permitted to distribute authorization cards to new employees, respecting the deduction of Union dues by the Employer from their pay.

### **5.03 NO UNION BUSINESS**

Except as provided in accordance with Articles 5, 6, 7, 8, 9, and 17 of this Agreement, no Union business shall be transacted during regular working hours.

### **5.04 RIGHT TO UNION REPRESENTATION**

- 1) Union employees shall have the right to union representation in any matters arising out of this Collective Agreement, including but not limited to the right to have union representation present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action.
- 2) Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact his/her union representative to be present at the interview.

### **5.05 MAINTENANCE OF MEMBERSHIP**

Any employee who is presently a member of the Union or becomes a member shall maintain membership in the Union as a condition of employment.

### **5.06 SUSPENSION BY UNION**

In the event that the Union suspends a member, the Employer shall be notified by the Union in writing.

### **5.07 DEDUCTIONS**

- 1) The Employer shall deduct from every employee any monthly dues, initiations, or general assessments levied, in accordance with the Union Constitution and/or Bylaws and owing by them to the Union.

- 2) Upon receipt of 30 days written notice from the Union, the Employer will thereafter remit such deductions to the CUPE National Office with a copy to the Local Union Treasurer not later than the 15<sup>th</sup> day of the following month.

#### **5.08 CHECK-OFF AND REMITTANCE**

The Employer agrees to the check-off of all Union dues, fees and general assessments levied in accordance with the Constitution and/or Bylaws of the Union. The Union agrees to advise the Employer of the amounts of such Union dues and/or general assessments as may be determined from time to time by the said Union. The Employer, upon receipt of such advice from the Union, shall thereupon deduct from the earnings of the employees such dues, fees and general assessments and shall forward to the Union the total of such amounts deducted, together with amendments to the list of those employees from whom such deductions were made, such deductions to be remitted to the Union Treasurer not later than the fifteenth (15) day of the following month.

## **ARTICLE 6 - LABOUR MANAGEMENT COMMITTEES**

### **6.01 REPRESENTATION**

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

### **6.02 JOINT LABOUR MANAGEMENT COMMITTEE**

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

### **6.03 FUNCTIONS OF THE JOINT LABOUR MANAGEMENT COMMITTEE**

All matters of mutual concern shall be referred to the Joint Labour Management Committee for its consideration.

### **6.04 REPRESENTATIVE OF CANADIAN UNION OF PUBLIC EMPLOYEES**

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance. On such occasions, the Employer shall be informed by the representative of his presence and the reason for it.

### **6.05 MEETING OF THE JOINT LABOUR MANAGEMENT COMMITTEE**

In the event that either party wishes to call a meeting of the Joint Labour Management Committee, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than six (6) calendar days after the request has been given, unless otherwise mutually agreed. An employee member of the Joint Labour Management Committee shall be granted leave to attend the meeting without loss of regular pay.

### **6.06 TECHNICAL INFORMATION**

The Employer shall make available to the Union on request, information required by the Union for purposes of bargaining, such as job descriptions, positions in the bargaining unit, job classifications, wage rates, pension and welfare plans and other relevant documents which the Employer has readily available, provided always that such information requested is not confidential and is the property of the Employer and that the Employer has a legal right to disseminate it.

## **ARTICLE 7 - GRIEVANCE PROCEDURES**

### **7.01 GRIEVANCE**

A grievance shall be defined as a difference between an Employee and the Employer, or between the Employer and the Union relating to the dismissal or discipline of an Employee or to the interpretation, application, operation or alleged violation of this Agreement including any question as to whether a matter is arbitrable. There shall be no work stoppage on account of such difference and an earnest effort shall be made to settle the difference in the following manner.

### **7.02 GRIEVANCE STEPS**

Except for Employer and Union Policy Grievances, all grievances shall be resolved as follows:

Informal/Optional Step 1: The Employee involved shall first take up the issue verbally with their immediate Supervisor, with or without the Shop Steward, within ten (10) working days from the time the Employee ought to have reasonably known of the event giving rise to the issue.

Step 2: If the issue is not satisfactorily settled at Step 1, the Employee and the Shop Steward, or designated Union representative, shall present the grievance in writing within ten (10) working days from the meeting at Step 1. A Step 2 meeting shall take place. The Human Resources representative shall reply in writing within ten (10) working days from the date of the Step 2 meeting.

Step 3: If a satisfactory settlement is not reached at Step 2 and the Union wishes to proceed further, the grievance shall be referred within ten (10) working days of the Step 2 response to the Chief Administrative Officer or designate at Step 3. When the grievance is referred to the Chief Administrative Officer, the Grievance Committee of both parties will meet to discuss the grievance. The Chief Administrative Officer shall reply to the grievance within ten (10) working days of the Step 3 meeting.

If the grievance is not settled at Step 3 the aggrieved party may, within ten (10) working days of receipt of the Step 3 decision, give written notice of arbitration to the other.

### **7.03 POLICY GRIEVANCE**

1. A policy grievance may be filed in any of the following circumstances:
  - a) where there is a dispute regarding the general application or general interpretation of this agreement;
  - b) where the Employer has a grievance;
  - c) dismissal, discharge and suspension;
  - d) layoff;
  - e) recall
2. A policy grievance must be submitted fifteen (15) working days from the event giving rise to the grievance.
3. The grievance will commence at Step 3 of the grievance procedure outlined in 7.02.

#### **7.04 EXTENSION OF TIME LIMITS**

The Union and the Employer may by mutual agreement, in writing, extend the time limits mentioned above, provided such extension is requested prior to the expiry of the time allowed. However, failure to observe the time limitations herein, including the time to initiate a grievance, shall render the grievance void; except that when the recipient of the grievance fails to respond within the prescribed time limits, the grievance shall advance to the next step in the grievance procedure.

## **ARTICLE 8 – ARBITRATION**

### **8.01 BOARD OF ARBITRATION**

A Board of Arbitration shall be formed to hear any grievance not resolved through the grievance procedure. Either party shall notify the other, in writing, of the question(s) to be arbitrated and the name and address of its chosen representative on the Arbitration Board. After receiving such notice and statement, the other party shall within five (5) calendar days appoint its representative on the Arbitration Board and give notice in writing of such appointment to the other party. Such representatives shall endeavour to select a third member who shall be Chair. Should the representatives fail to select such third member within five (5) days from the appointment of the last representative, either party may request the Minister of Labour of the Province of British Columbia to appoint a Chair. The expenses and compensation of the representatives selected by the parties shall be borne by the respective parties. The expenses and compensation of the Chair shall be shared equally between the parties. By mutual agreement of the parties a single arbitrator may be utilized in the place of a three person arbitration panel.

### **8.02 DECISION BY THE BOARD**

The majority decision of the Board shall be final and binding on all parties bound by this Agreement.

### **8.03 REINSTATEMENT BY BOARD OF ARBITRATION ORDER**

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

### **8.04 EXTENSION OF TIME LIMITS**

Wherever a stipulated time is mentioned in this Article the said time may be extended by mutual consent of the parties.

## **ARTICLE 9 –DISCIPLINE**

### **9.01 ADVERSE REPORT**

- 1) The Employer agrees not to introduce as evidence in a hearing related to disciplinary action any document from the file of an employee the existence of which the employee was not aware prior to the hearing and thereby was denied the opportunity of filing a written response.
- 2) Employee Records
  - i) In the event an employee wished to review their personnel file, the employee may, by appointment with the Human Resources Department, have access to such file.
  - ii) Should an employee disagree with any documentation maintained in the personnel file, the employee may object in writing and such objections shall be retained by the Employer in the employee's personnel file.

### **9.02 DISCIPLINE OR DISMISSAL**

An employee may be subject to discipline or dismissal for just and reasonable cause, in which case the Union may resort to the established grievance procedures outlined in Article 7 of this Agreement.

### **9.03 NO DISCIPLINARY ACTION - UNSAFE CONDITIONS**

An employee shall not be disciplined for refusing to carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that employee has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person. The Parties agree that Section 3.12 of the B.C. *Occupational Health and Safety Regulation*, as may be amended from time-to-time, shall be followed in the event that an employee refuses to perform unsafe work pursuant to this Article. (A copy of Section 3.12 of the *Occupational Health and Safety Regulation* is attached as Appendix "A" to this Collective Agreement for informational purposes.)

### **9.04 LEGAL PICKET LINES**

No employee will be required to enter any building or property where a picket line is in evidence when such picket line is established under either the Statutes of the Province of British Columbia or the Statutes of Canada excepting for the purpose of maintaining essential services or in cases of emergencies when requested by the Employer and the Union local.

In the event of a Labour Dispute the following number of people working in the classifications as set out below, are deemed Essential Services. These Employees in these classifications will continue to perform their responsibilities to the same standard as they did prior to the labour dispute with a rotation of shifts based on the schedule of work as set out below:

IT - 1 person per shift  
EA Utilities – 1 person per shift, plus person on pager

### **9.05 LOSS OF WAGES - RE: PICKET LINES**

It is understood and agreed that hours or part of an hour lost by an employee by not crossing a picket line shall be deducted from the employee's current hourly wage rate for that employee.

### **9.06 LETTERS OF DISCIPLINE**

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

## **ARTICLE 10 - SENIORITY**

### **10.01 SENIORITY DEFINED**

- 1) Seniority is defined as being the length of service of an employee in the Bargaining Unit. Seniority shall operate on a bargaining unit wide basis.
- 2) For regular full time employees, seniority is defined as being the length of service in the bargaining unit as calculated from the date of hire.
- 3) For regular part-time employees and time duration employees, seniority is defined as being the length of service in the bargaining unit as calculated by the number of days worked.
- 4) Casual employees do not accrue seniority. However, a casual employee moving from casual status to regular or part-time status will have their hours converted to establish a seniority date within the bargaining unit and shall be added to the appropriate seniority list.

### **10.02 SENIORITY LIST**

The Employer shall maintain a seniority list for each schedule appended to this Agreement. The list will show each employee's original date of employment. An up-to-date seniority list shall be sent to the Unit Chair and Local Union Office once every six (6) months or ad hoc as requested to the Human Resources Department by the Union.

### **10.03 TRANSFERS OUTSIDE BARGAINING UNIT**

- 1) Employees shall not be transferred to a position outside the bargaining unit without their consent. It is understood and agreed that employees who consent to transfer for any reason to a position which they know to be outside the bargaining unit shall not then initiate proceedings to have that position included in the bargaining unit.
- 2) Such employees who are transferred to a permanent position outside the bargaining unit shall continue to accumulate seniority for a period of only three (3) months, but during this time they cannot maintain their membership in the Union. If the employee reverts back to a position in the bargaining unit, they will be required to pay the Union dues owing retroactively.

### **10.04 LOSS OF SENIORITY**

- 1) Employees shall not lose seniority rights if they are absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer. Seniority shall be lost and employment terminated in the event an employee:
  - a) is discharged for just cause and is not reinstated;
  - b) resigns;

- c) is absent from work in excess of five (5) consecutive working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible; or
  - d) fails to return to work following a layoff within seven (7) calendar days of being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of Employees to keep the Employer informed of their current address.
- 2) Employees who are laid off shall retain their seniority for a period of one (1) year. Loss of seniority shall mean loss of all rights as an employee.
  - 3) Time Duration employees shall have no seniority rights upon the expiration of a term appointment in accordance with Article 4.04.

#### **10.05 PART-TIME EMPLOYEE SENIORITY WHILE ON MATERNITY OR PARENTAL LEAVE**

A part-time employee on maternity or parental leave shall be credited monthly seniority equal to the average monthly days they worked with the Fraser Valley Regional District in the twelve (12) months prior to taking such leave. Should an employee not have twelve (12) months previous experience they shall be credited monthly with the average monthly days they have worked while an employee with the Fraser Valley Regional District.

## **ARTICLE 11 - JOB POSTINGS, APPOINTMENTS, TRANSFERS AND RETIREMENT**

### **11.01 JOB POSTINGS**

- 1) It is agreed and understood that where vacancies exist or new positions are created, notice thereof shall be posted by the employer on the Regional District Bulletin Boards and forwarded electronically to all employees. An electronic copy will be provided to the Union Unit Chair and Local Union Office at least five (5) working days in advance of the deadline for applications.
- 2) Notice in accordance with Article 11.01(1) shall contain the following information: Nature of the position; qualifications; required knowledge, education, skills and wage rate, as described on the class description, and posting end date.
- 3) The employer agrees to advise the Union Unit Chair and Local Union Office in writing of the name(s) of the successful applicant(s) within ten (10) calendar days of the appointment.

### **11.02 METHOD OF MAKING APPOINTMENTS**

In making new appointments, promotions and transfers, the required knowledge, ability and skills for the position as outlined on the job description shall be the primary consideration and where two (2) or more employees are equally qualified to fulfil the duties of the position, seniority, as defined under Article 10.01 of this Agreement shall be the determining factor.

### **11.03 TRIAL PERIOD**

- 1)
  - a) In the event an employee is promoted or transferred to another position, the employee shall be considered to be on trial for a period of not more than forty-five (45) working days. The employee will be paid at the job rate for the new position at the start of the trial period. The trial period may be extended by agreement between the parties.
  - b) Notwithstanding 11.03 (1)(a) above, where an employee is promoted or transferred to another position having previously passed their trial period in the same position they shall be deemed to have passed their trial period.
  - c) Article 11.03 1)a) and 11.03 1)b) shall apply where an employee has had a break in service of less than one year and is returning to a position at the Fraser Valley Regional District having previously passed their probationary period in the same position.
- 2) employees who are unable to satisfy the requirements of the position, or who indicate they do not want that position, shall be returned to their former position at the wage previously earned in the former position, plus any increments to which they would have otherwise been entitled had they not been promoted, transferred or selected to fill a job vacancy. In the event an employee is returned to the former position, all other employees who changed job positions shall also move back to their former job positions and wage scales which they occupied previously.
- 3) In the event that Article 11.03(2) invoked, the position does not have to be re-posted if there are other applicants from the original posting who are qualified for the position.

#### **11.04 TRANSFER TO A NEW POSITION AT A HIGHER PAY SCALE**

If the successful applicant for a new position is currently employed as a member of the bargaining unit and paid at "Job Rate", the appropriate rating will be instituted from his or her date of employment in the new position to ensure that the said applicant is assured of an equal, or better, base wage than the applicant is presently earning. The applicant's seniority in all matters will not be affected.

#### **11.05 REGULAR FULL-TIME ACCESS TO TIME-DURATION POSITIONS**

Where a Time-Duration position is posted in accordance with Article 11.01, for a period of three (3) months or longer, a regular full-time employee may apply for that position if the position is of equal or greater value. Should the full-time employee be appointed in accordance with Article 11.02, Article 11.03 (Trial Period) shall apply. Upon completion of the Time-Duration position, the full-time employee will be returned to a position of equal value of the employee's former position for which they are qualified, without loss of seniority. Equal or greater value is based on the employee's hourly wage and regular hours of work. If a position of equal value does not exist, the employee shall maintain their rights under Article 12 (Layoff, Bumping and Recall).

#### **11.06 START RATE**

If the successful applicant for a new position is not currently employed within the bargaining unit, the incumbent shall be paid at "Start Rate" only for the probationary period. The incumbent shall receive "Job Rate" upon successful completion of the probationary period.

Notwithstanding the above, the Employer has the discretion to waive the provision to pay the Start Rate, on a case by case basis, where the employee being hired is deemed, in the opinion of the Employer, to be qualified. In the event that there is an existing employee(s) in the same classification who is receiving the Start Rate at the time that the Start Rate is waived by the Employer for a new employee in that classification, the Parties agree that the issue concerning the continuation of the Start Rate for the existing employee(s) will be referred to the Joint Labour Management Committee for its consideration.

#### **11.07 RETIREMENT**

All employees shall retire according to the provisions of the Municipal Pension Plan.

## **ARTICLE 12 - LAYOFF, BUMPING AND RECALL**

Both parties recognize that job security should increase in proportion to length of service.

### **12.01 PROCEDURES FOR LAYOFF, BUMPING AND RECALL**

- 1) When a layoff is necessary, the employee with the least seniority will be the first employee subject to layoff, provided the remaining employees are qualified and capable to do the remaining work.
- 2) Upon written notification an employee subject to layoff or an employee who is bumped under this clause may displace an employee with less seniority in any classification providing they are presently qualified and capable of doing the job of the employee they are displacing.
- 3) If an employee bumps into another classification, they shall be paid the wages for that classification.
- 4) Employees shall be recalled in the order of their seniority as defined in accordance with Article 10.01 of this Agreement.
- 5) Employees shall have the right to refuse recall to a part-time position without the loss of future recall rights.

### **12.02 NO NEW EMPLOYEES**

New employees shall not be hired until those laid off and who are qualified for the position have been given an opportunity for recall.

### **12.03 NOTICE OF LAYOFF**

The Employer shall notify Regular Employees who are to be laid off ten (10) working days before the layoff is to be effective. An employee laid off who has not had the opportunity to work ten (10) full days after notice of layoff, shall be paid in lieu of work for that part of ten (10) days during which work was not made available.

### **12.04 SEVERANCE PAY**

- 1) A regular employee who has received written notice of layoff shall, within five (5) calendar days, elect to:
  - a) exercise seniority rights for bumping purposes; or
  - b) accept a layoff.
- 2) An employee who accepts a layoff, shall within thirty (30) calendar days from the effective date of layoff elect:
  - a) either to retain seniority rights of layoff and recall; or
  - b) to accept severance pay.

- 3) Upon acceptance of severance pay all seniority rights to recall in accordance with Article 12 are terminated; or, upon acceptance or retention of seniority rights of layoff and recall, all rights of severance pay under these provisions are terminated.
- 4) Entitlement to, and severance pay for each Regular Employee will be as follows:
  - a) three (3) days pay for each calendar year of service up to and including five (5) calendar years of service;
  - b) five (5) days pay for each calendar year of service after five (5) years of service.
  - c) the maximum number of days pay for severance will be ninety (90) days pay.
- 5) Part-Time service shall be calculated on a pro rata basis. Wage upon which severance pay is calculated shall be based on the employee's wage at the effective date of his or her termination.

## **ARTICLE 13 - HOURS OF WORK, SHIFTS, OVERTIME WORK**

### **13.01 REGULAR HOURS**

#### 1) Schedule of Hours

- a) The regular hours of work for those employees referenced in Schedule A (Chilliwack Office) shall be 8:30 a.m. to 4:30 p.m., Monday to Friday, inclusive, with one hour for lunch.
- b) The regular hours of work for those employees referenced in Schedule B1 (Utilities) shall be any combination of days from Monday through Sunday as scheduled, following two or three consecutive days off as applicable, not to exceed 40 hours per week. The regular hours of work shall be 8 hours to 10 hours per day between the hours of 6:00 a.m. and 6:00 p.m., as scheduled, with one half hour for lunch.

The regular hours of work for those employees referenced in Schedule B2 (Utilities) shall be 8 hours per day between the hours of 6:00 a.m. and 6:00 p.m., Monday to Friday, inclusive, with one half hour for lunch.

- c) The regular hours of work for those employees referenced in Schedule C (Noxious Weeds) shall be:
  - i) 7.5 hours per day between the hours of 6:00 a.m. and 4:30 p.m., Monday to Friday, inclusive, with one half hour for lunch, during the summer months (July 1<sup>st</sup> to Labour Day).
  - ii) 7.5 hours per day between the hours of 7:00 a.m. and 4:30 p.m., Monday to Friday, inclusive, with one half hour for lunch, during other times of the year.
- d) The regular hours of work for those employees referenced in Schedule E (Parks) shall be any combination of days from Monday through Sunday as scheduled, following two or three consecutive days off as applicable, not to exceed 40 hours per week. The regular hours of work shall be 8 hours to 10 hours per day between the hours of 6:00 am and 6:00 pm (or dawn to dusk), as scheduled, with one half hour for lunch.
- e) It shall be the duty of each employee to report for work on each and every working day at the prescribed hour, regardless of the weather, unless the employee has been notified that he is not to report for work.

#### 2) Change in Regular Schedule of Hours

The regular schedule of hours will be posted at the place of work and such schedule shall not be changed without two (2) calendar weeks notice to the Union Unit Chair and Local Union Office and to the affected employees, unless it is mutually agreed by the Employee, the Local Union Office, and the Employer to waive all or part of the notice period.

### **13.02 REST PERIODS**

- 1) Employees shall be permitted a paid rest period of fifteen (15) consecutive minutes in both the first and the second half of a regular workday.

- 2) In the event that part-time or casual employees are scheduled for shifts other than the regular shifts set out in Section 13.01(1), such employees shall be entitled to the following rest periods:
  - a) Employees with shifts of more than five (5) hours shall be entitled to an unpaid meal break of one half (1/2) hour;
  - b) Employees with shifts of at least four (4) hours or more shall be permitted a paid rest period of fifteen (15) minutes in the first half of their work day or shift;
  - c) Employees with shifts that are seven (7) hours or more in a day shall be permitted rest periods in accordance with Section 13.02(1), in addition to the meal break referred to in subsection (a) above.

### **13.03 TEMPORARY SHIFTS**

The parties hereto recognize that there may arise a temporary need for shift work among those employees referenced in Schedule A (Chilliwack Office) during peak periods throughout the year and therefore set forth hereunder the principles which shall apply to implementing temporary shift work:

- 1) Adequate notice shall be given by the Employer to the employee which notice shall not be less than twenty-four (24) hours.
- 2) Temporary shifts may be in three (3) non-broken shifts of up to eight (8) hours mealtime excluded. Temporary shifts shall not exceed 30 shifts per employee per year.
- 3) The date and plan of implementation and the allocation of employees shall be with the fullest consultation and co-operation of all affected employees to ensure adequate coverage by qualified employees.

### **13.04 SHIFT DIFFERENTIAL**

- 1) For Network Analyst I and Network Analyst II a shift differential of twelve percent (12%) shall be paid for any hours worked outside the hours of 7:00 a.m. and 7:00 p.m. Monday through Friday and for any hours worked on a Saturday or a Sunday.
- 2) Shift differentials shall not be paid for overtime work.

### **13.05 OVERTIME**

- 1) Overtime Rate on Regular Workday

All hours worked in excess of those normally worked by a full-time employee in a day shall be paid for at the rate of two times (2x) except for the first hour worked immediately following a regular shift shall be paid at the rate of time and a half (1.5x). Overtime shall be calculated to the next quarter (1/4) hour.

- 2) Overtime Rates on Day of Rest or Statutory Holiday

- a) For those employees referenced in Schedule A (Chilliwack Office), Schedule B1 and B2 (Utilities), Schedule C (Weeds), Schedule E (Parks).

- i) all hours worked on the first and/or second normal day of rest shall be paid for at the rate of double time; and
- ii) all hours worked on a statutory holiday or general holiday shall be paid for at double time, in addition to any holiday pay which may be payable.
- iii) It is agreed, however, that employees may be required to work on a statutory or general holiday at overtime rates, provided the employee is granted another day off with pay in lieu of the statutory or general holiday as provided in Article 14.

3) Administration of Banked Overtime

- a) It is agreed that overtime may be paid out or taken as time off in lieu. If taken as time off in lieu, when that time off will be taken shall be decided upon by mutual agreement of the employer and employee subject to any financial or operation restraints that may be in existence at that time.
- b) There shall be an annual limit to the amount of banked time off an employee can take in lieu of overtime with the remaining overtime paid out in cash at year end.
  - i) For those employees who work 70 hours bi-weekly, 70 hours overtime may be taken as time off.
  - ii) For those employees who work 80 hours bi-weekly, 80 hours overtime may be taken as time off.
- c) Employees shall not be entitled to replenish their overtime bank for the purpose of taking time off in lieu of overtime once the maximum annual amount has been taken as time off.
- d) Banked time may be asked out prior to year-end at an employee's request. Subject to the carry-over permitted in subsection (e) below, all other banked time not cashed out or taken as in-lieu time will be paid out at year-end.
- e) An employee may choose to carry over any banked overtime between December 15<sup>th</sup> and December 31<sup>st</sup> into the following calendar year. In such circumstances, the following terms shall apply:
  - (i) Any banked overtime carried over into the following year shall be included within the annual limit to the amount of banked time an employee can take in that year (as per sub-paragraphs (b) and (c); and
  - (ii) The banked overtime which is carried over into the following year shall be paid for at the applicable rate of pay in effect during that year.

4) Overtime Authorized

All overtime shall be at the authority of the Department Head or Supervisor who has been delegated the responsibility to authorize overtime. All time worked beyond the normal full-time work day, the normal full-time work week, or on a holiday, shall be considered overtime. Overtime will be paid only where it is expressly authorized in advance.

5) Overtime Allocation

Overtime shall be divided equally wherever possible among the employees of the unit or building who are capable to perform the work that is available.

6) Provincial Emergency Program

a) In the case of a declared State of Emergency, a Local State of Emergency, or in instances where the Employer's Emergency Operations Centre ("EOC") is open and operating, even if a Local State of Emergency has not yet been declared,

- (i) which will result in overtime work being performed by any employee of the Employer, and
- (ii) for which the Employer receives compensation from the Provincial Emergency Program,

the compensation associated with the overtime work performed by the employee will be paid out to the employee in the next pay period at the applicable rate for the overtime work (i.e., the employee cannot elect to bank the overtime compensation in order to be taken off in lieu at a later date).

b) Any overtime work which is performed by an employee during the declared State of Emergency, but which is not associated with the State of Emergency and as a consequence is not subject to compensation by the Provincial Emergency Program, will be subject to the applicable provisions set out in the Collective Agreement concerning compensation for overtime work.

### **13.06 ACCUMULATED TIME OFF PROGRAM**

The following provisions shall apply to all permanent full-time Schedule A employees who elect to participate in the Accumulated Time Off ("ATO") Program:

- 1) Each employee shall be permitted, at their option, to work up to one half (1/2) hour at straight time rates each day during their lunch break to be accumulated as paid time off.
- 2) Employees must elect, on an annual basis, to participate in the ATO program for the upcoming calendar year. For the 2022 calendar year, Employees must confirm their participation to the Employer prior to January 31, 2022. For every subsequent year, the deadline for Employees to confirm their participation is December 15<sup>th</sup>, unless this date is amended by the Employer. New employees will be permitted to elect to participate in the ATO Program when they commence employment.
- 3) The extra time worked each day shall not trigger overtime, shift premium, or any other premium payment. The ATO worked each day may not exceed one half (1/2) hour per day and two and one half (2.5) hours per week. ATO shall be held in a separate bank from the overtime bank provided for in Article 13.05(3).
- 4) Accumulated Time Off (ATO) shall only be earned when an employee is actually at work and works the extra time. It shall not be earned while on vacation, sick leave, statutory holidays, paid or unpaid leaves or while otherwise absent.

- 5) ATO shall be taken only as time off in lieu in the year it is earned. All ATO requests for time off must be approved by the Employee's Supervisor and will be subject to the Employer's operational requirements.

### **13.07 REPORTING/NO WORK**

Where an employee reports for a shift and no work is available, such employee shall be paid for a minimum of two (2) hours; and in the event the employee commences work, a minimum of four (4) hours shall be paid.

### **13.08 CALL - OUT**

#### 1) Call-out - Working from Home

- a) An employee who is called out and able to work from home shall be paid a minimum of one (1) hour at double time (2x).
- b) Where an employee is called out more than once during an hour, and able to work from home as contemplated under this section, the employee shall be paid only once, for a minimum of one (1) hour at double time (2x).
- c) An employee who is called out and able to work from home on a subsequent call out outside the scope of any previous one (1) hour time period, shall be paid an additional call-out in accordance with this section.
- d) Where a call-out under this section exceeds one (1) hour, the employee shall be paid in accordance with Article 13.05.

#### 2) Call-out - Called to Work Outside Regular Working Hours

An employee who is called to work outside of their regular working hours shall be paid at overtime rates of pay in accordance with Article 13.05 of this Agreement, or a minimum of three (3) hours pay at overtime rates of pay, whichever is greater. Time worked shall be computed from the time the employee leaves their home to commence their call-out until the employee has arrived back at home from completing the work for which they were called out. If the employee is called-out prior to the start of a regular shift, time worked shall be computed from the time the employee leaves their home to commence their call-out until the start of their regular shift, at which time they will revert back to being paid their regular wages.

### **13.09 ON-CALL PAY**

#### **Network Analyst (Schedule A), Utility Technicians (Schedule B1) And Parks Technician (Schedule E)**

When required by the Employer to be on-call, Network Analysts, Utility Technicians and Parks Technicians shall:

- a) be paid at straight time, at two (2) hours per day on regularly scheduled work days based on the employee's regular rate of pay;
- b) be paid straight time, at three (3) hours per day on scheduled days off, based on the employee's regular rate of pay;

- c) be paid straight time, at four (4) hours per day on a statutory holiday, based on the employee's regular rate of pay;
- d) be paid in accordance with Article 13.08, at the higher rate of pay, if an employee is called out under that Article;
- e) be authorized to use a Regional District vehicle to travel from the work site to call out location and return to the worksite, subject to applicable Revenue Canada regulations, where an employee is called out while required to be-on-call; and
- f) be paid mileage from the work site to the call out location, and return to the work site, where no Regional District vehicle is available, subject to applicable Revenue Canada tax regulations, where an employee is called out while required to be-on-call.

## **ARTICLE 14 - HOLIDAYS**

### **14.01 PAID HOLIDAYS**

- 1) All regular employees shall have the following statutory and paid holidays off with pay at the employee's regular rate of pay:
  - a) New Year's Day
  - b) Family Day
  - c) Good Friday
  - d) Easter Monday
  - e) Queen's Birthday
  - f) Canada Day
  - g) British Columbia Day
  - h) Labour Day
  - i) National Day for Truth and Reconciliation (September 30<sup>th</sup>)
  - j) Thanksgiving Day
  - k) Remembrance Day
  - l) Christmas Day
  - m) Boxing Day

and any other general holiday

- (i) proclaimed by the Provincial Government, Municipal Government, or;
  - (ii) proclaimed by the Federal Government, provided that the total number of general holidays proclaimed by the Federal Government exceeds the total number of general holidays proclaimed by the Provincial Government at the time that the new general holiday proclaimed by the Federal Government is added to the above list of statutory holidays.
  
- 2) In lieu of having the statutory holiday or general holiday off with pay, an employee may be assigned another day off with pay, on the understanding that the Employer will try to distribute the actual statutory and general holidays as equitably as possible among the employees.

### **14.02 NEW EMPLOYEES**

For the purpose of this Article, all new employees hired by the Employer shall have worked for the Employer at least fifteen (15) working days in the thirty (30) calendar day period immediately prior to the statutory holiday, to be entitled to Statutory Holiday Pay.

### **14.03 WHEN HOLIDAY FALLS ON DAY OF REST**

When any of the above-noted statutory or general holidays fall on Saturday or Sunday and are not proclaimed as being observed some other day, the following Monday, when one day is involved, or the following Monday and Tuesday, when two (2) days are involved, shall be deemed to be holidays for the purpose of this Agreement unless other arrangements are made by mutual agreement.

#### **14.04 HOLIDAYS ON DAY OFF**

When any of the above-noted holidays fall on an employee's scheduled day off for those employees who work other than the normal week, Monday to Friday, inclusive, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Employer.

#### **14.05 HOLIDAY PAY**

Employees who are not required to work on the above-noted holidays shall receive holiday pay equal to one normal day's pay. Employees who are required to work shall be paid in accordance with the overtime provisions set forth under Article 13.05 of this Agreement.

## **ARTICLE 15 - ANNUAL VACATIONS**

### **15.01 "CALENDAR YEAR"**

- a) "Calendar Year" for the purpose of this Agreement shall mean the twelve (12) month period from January 1st to December 31st inclusive.
- b) In all cases of termination of service for any reason other than retirement or superannuation or non attaining maximum retirement age as set out in the Superannuation Act, adjustment will be made for any overpayment of vacation.

### **15.02 ACCUMULATION OF VACATION**

Vacation with pay shall be granted on the following basis:

- a) Leaving the Service with Less than 12 Months  
Employees leaving the service in less than twelve (12) months from the date of appointments shall be granted vacation pay in accordance with the *Employment Standards Act*.
- b) Less than One year's Employment  
In the first part calendar year service, vacation will be granted on the basis of one-twelfth (1/12) of ten (10) working days for each month, or a portion of a month greater than one-half (1/2), worked by December 31st.
- c) Fifteen (15) working days of annual vacation with pay in second (2nd) calendar year of service to the employee.
- d) One (1) additional day of annual vacation with pay for every calendar year following the second (2nd) calendar year of service to the employee.
- e) The maximum annual vacation is thirty-five (35) work days.
- f) Part-Time Employees

Part-time employees who elect benefit participation under Article 4.05(3) will receive vacation pay for every hour worked in a bi-weekly period in lieu of vacation with pay. The vacation time and percentage pay shall be as set out above with employee's calendar years of service determining entitlement pro-rated by the percentage of full-time hours worked.

Part-time employees who receive a percentage in lieu of benefits will receive vacation time as set out above with employee's calendar years of service determining entitlement pro-rated by the percentage of full-time hours worked.

### 15.03 SCHEDULED VACATIONS

- a) Employees shall be granted their vacation dates in order of their seniority consistent with the efficient operation of the Employer. Vacation lists shall be posted on or before March 31st of each year. If employees have not selected their vacations prior to March 31st, the Employer will deal with requests for vacations on an individual basis. However, only one (1), two (2) week period shall be selected by seniority until all eligible employees have selected one period. The seniority provision of this section cannot be used for vacation which is not booked in the annual vacation plan by March 31st.
- b) Any employee entitled to more than two (2) weeks vacation shall only receive two weeks in one (1) continuous period, unless otherwise mutually agreed between the parties. The remainder of the vacation to which such employee is entitled shall be granted at a time consistent with the efficient operation of the Employer.
- c) Employees who have commenced their annual vacation shall not be called back to work except in cases of emergency.
- d) Where an employee is leaving the service of the Employer, the employee shall be paid in accordance with Article 15.02 (a) - (f), whichever is applicable for all earned and outstanding vacation up to and including the last day worked.

## **ARTICLE 16 - SICK LEAVE PROVISIONS**

### **16.01 ENTITLEMENT**

Regular employees, whether full time or part-time, will be granted sick leave subject to the following provisions:

### **16.02 ACCUMULATION OF SICK LEAVE**

For the first twelve (12) months, a maximum of six (6) days at full pay. During the second year of service and following, a maximum of eighteen (18) working days each year (calculated at the rate of one and one-half (1 1/2) days per month accumulative up to a total maximum accumulation of one hundred fifty (150) working days at full pay.

### **16.03 EXTENSION OF SICK LEAVE**

Notwithstanding the foregoing clauses, the Employer may grant further periods of sick leave in special circumstances. Such periods shall not normally exceed eighteen (18) working days and shall be recovered by the Employer as the employee earns additional credits, and moreover, if not repaid, shall be deducted from wages if or when the employee loses status as an employee for any reason.

### **16.04 RESPONSIBILITY TO REPORT**

An employee shall be required to report in, at least one (1) hour prior to commencement of their shift unless the expected total period of absence has already been made known to the Employer. For those employees in the Receptionist position in Schedule A shall be required to report in at least two (2) hours to the commencement of their shift unless the expected total period of absence has already been known to the Employer. When such period has elapsed or is expected to be exceeded, however, the employee shall report before the first working day following the stated period, to the Department Head. Failure to follow the reporting procedure may result in discipline unless proof of extenuating circumstances can be produced which made reporting impractical.

### **16.05 MEDICAL CERTIFICATE OR DOCTOR'S NOTE**

- 1) Either a doctor's note or, if requested by the Employer, the Employer's medical certificate completed by the employee's physician may be required by the Employer as proof that the employee's absence is related to an illness, accident or other medical condition or disability. When requested, the doctor's note or medical certificate must be provided by the employee to the Employer within a reasonable time. Where circumstances warrant, the Employer may require that the doctor's note or medical certificate be produced prior to payment of sick leave benefits.
- 2) If the Employer requires the employee to bring in a doctor's note or have the Employer's medical certificate completed by the employee's physician, any fee paid by the employee for obtaining either a doctor's note or completed medical certificate will be reimbursed by the Employer in accordance with the BC Medical Association's Fee Guide where applicable. Other reasonable fees shall be accepted.

### **16.06 SICK LEAVE GRATUITY**

In the first pay period in December, employees shall be entitled to a payment of one-third (1/3) of the sick leave remaining to their credit from the annual sick leave entitlement of eighteen (18) days at the end of each calendar year, at the rate of pay in effect for each employee's normal classification; the payment of this gratuity to be based on the following understanding:

- 1) There shall be no payment of gratuity during the first twelve (12) months of work. At the end of an employee's second (2nd) calendar year of service, the employee's unused sick leave accumulated to that date will be used as the basis for calculating the payment.
- 2) If any sick leave is used in the current year after the date on which the gratuity is calculated, an appropriate adjustment will be made to charge that sick leave used against sick leave earned in the following calendar year.
- 3) The total gratuity days shall be deducted from the total sick leave balance for the year, and the balance shall be cumulative for purposes of sick leave only to a maximum of one hundred and fifty (150) working days.
- 4) An employee may waive payment of this gratuity, in which case the sick leave will remain in the Employee's bank and continue to accumulate to the maximum as noted in Article 16.06(3).

### **16.07 SUBROGATION CLAUSE**

Where an Employee receives compensation for time lost from work from any 3<sup>rd</sup> party, such as the Insurance Company of British Columbia (ICBC), the Workers' Compensation Board (WCB), a court order, etc., any amounts paid by the Employer on behalf of the Employee for such situations, such as sick leave, for example, must be refunded to the Employer. Any other costs incurred by the Employer and recovered from the 3<sup>rd</sup> party may also be repayable, such as the cost of benefits, for example. The Employer shall thereupon reinstate the sick leave credits represented by the repayment of wages and recover its costs for benefits or other items previously paid for by the Employer. Credits will be reinstated at the rate at which they were paid.

## **ARTICLE 17 - LEAVE OF ABSENCE**

### **17.01 FOR UNION BUSINESS**

- 1) Official representatives of the Union shall not suffer any loss of pay, benefits and vacation when required to leave their employment temporarily in order to carry on negotiations with the Employer with respect to a grievance or time off during working hours to complete Union financial transactions with the bank, it being understood that such absence is approved by the Employer, and shall not be unreasonably withheld.
- 2) A Local Bargaining Committee shall be appointed and consist of not more than three (3) members of the Employer, as appointees of the Employer, and not more than three (3) members of the Union, whom are employees, as appointees of the Union. The Union and Employer will advise each other of its nominees to the Local Bargaining Committee. It is understood that those employees shall suffer no loss of pay, benefits and vacation while conducting such negotiations.

### **17.02 LEAVE FOR UNION DUTIES**

It is agreed that official representatives of the Union may be granted leave of absence without pay to attend Union Conventions or perform other functions on behalf of the Union and its affiliation, on the following understanding:

- 1) A request for such leave shall be submitted to the employee's Department Head at least two (2) weeks in advance;
- 2) Such leave of absence shall not be withheld unreasonably;
- 3) Such leave of absence shall not affect the employee's earned seniority and/or benefits in accordance with Articles 11 and 20 of this Agreement. The Employer shall invoice the Union for the pay, benefits and vacation accrual for this leave.
- 4) Not more than two (2) Union representatives shall be away at any one time, and the period of absence shall not exceed five (5) working days.

### **17.03 LEAVE FOR FULL TIME UNION DUTIES**

It is agreed that any employee who is elected or selected for a full time position with the Union or any body with which the Union is affiliated may be granted leave of absence without pay and without loss of seniority by the Employer for a period up to one (1) year, which leave shall be reviewed each year on the request by the employee during his or her term of office with the Union. Such leave of absence shall not be withheld unreasonably. The Employer shall invoice the Union for the pay, benefits and vacation accrual for this leave.

#### **17.04 LEAVE OF ABSENCE - ELECTED TO PUBLIC OFFICE**

An employee who is elected to public office shall be allowed leave of absence without loss of seniority during his/her first term of office only. The employee shall not be entitled to wages or benefits during such absences.

#### **17.05 BEREAVEMENT LEAVE**

- 1) An employee shall be granted up to five (5) working days leave with pay in the case of the death of a mother, father, husband, wife, sister, brother, child, grandparent, grandchild, or any other dependent living within the employee's household.
- 2) In the case of the death of an employee's in-law relative (father, mother, sister, brother) the employee shall be granted up to three (3) working days leave with pay.
- 3) The employer agrees to consider requests for leave without pay to cover realistic requirements for travelling time to distant or remote burial sites.

#### **17.06 MOURNER'S LEAVE**

One-half (1/2) day leave may be granted without loss of wages to attend a funeral as a pallbearer or mourner, provided the employee has the Department Head's prior approval.

#### **17.07 GENERAL LEAVE ABSENCE**

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

#### **17.08 JURY OR COURT WITNESS DUTY**

- 1) The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or Crown witness in any court. The Employer shall pay such an employee the difference between normal earnings and the payment he receives for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee shall present proof of service and the amount of pay received to the Employer.
- 2) Employees subpoenaed as witnesses and/or required to attend meetings with legal counsel in the course of their employment shall be paid their regular hourly rate and, where applicable, overtime.

#### **17.09 – MATERNITY LEAVE**

- 1) A pregnant employee who requests leave under this subsection is entitled to up to 17 consecutive weeks of unpaid leave without loss of seniority, which must be taken during the period that begins no earlier than thirteen (13) weeks before the expected birth date and no later than the actual birth date, and ends no later

than 17 weeks after the leave begins. Benefit entitlement during the employee's period of maternity leave will be in accordance with the *Employment Standards Act*.

- 2) A request for leave under subsection (1) must be given in writing to the Employer at least four (4) weeks before the day the employee proposes to start the maternity leave and must be accompanied by a medical practitioner's certificate stating the expected date of birth and when the employee will be starting leave.
- 3) An employee's maternity leave must end no earlier than six (6) weeks after giving birth to the child unless the employee makes a request to the Employer to return to work earlier and provides the Employer with a medical practitioner's or nurse practitioner's certificate stating the employee is able to resume work.
- 4) An employee is entitled to request an unpaid leave of up to six (6) consecutive weeks after the termination of the employee's pregnancy, without loss of seniority, which must be taken during the period that begins on the date of the termination of the pregnancy and ends no later than 6 weeks after that date.
- 5) An employee's leave under subsection (1) or subsection (4) may be extended by up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, the employee is unable to return to work when the employee's leave ends under subsection (1) or (4). The request must be submitted in writing to the Employer at least two (2) weeks prior to the employee's return to work date and must specify the length of the extension and the revised date the employee will be available to return to work.
- 6) An employee's maternity leave may start sooner than thirteen (13) weeks prior to the expected delivery date, as set out in subsection (1), where the pregnant employee's attending physician certifies that the health of the pregnant employee or the child may be in danger by the pregnant employee continuing to work.
- 7) The employee returning to work after maternity leave shall provide to the Employer at least four (4) weeks prior notice of their intention to return. The Employer will offer the employee, without loss of seniority, the same position if it remains established, or, if it does not remain established, the provisions of Article 12 shall apply. Benefit coverage may be maintained during the period of separation under the present cost-sharing arrangements, provided the employee pays their share of the premiums.

#### **17.10 PARENTAL LEAVE**

- 1) An employee who requests parental leave under this section is entitled to:
  - a) For an employee who takes maternity leave in accordance with Section 17.09 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-one (61) consecutive weeks of unpaid leave, which must begin immediately after the end of the leave taken under Section 17.09 unless the Employer and the employee agree otherwise.
  - b) For a parent, other than an adopting parent, who does not take leave under Article 17.09 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-two (62) consecutive weeks of unpaid leave, which must begin within seventy eight (78) weeks after the birth of the child or children.
  - c) For an adopting parent, up to sixty-two (62) consecutive weeks of unpaid leave, which must begin within 78 weeks after the child or children are placed with the parent.

- 2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, an employee who requests leave under this subsection is entitled to an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1). Employees requesting an additional period of leave under this subsection must provide to the employer a medical practitioner or nurse practitioner's certificate or other evidence of the employee's entitlement to the additional leave.
- 3) A request for parental leave must be made by the employee in writing to the employer at least four (4) weeks before the employee proposes to begin leave and must set out the period of parental leave the employee intends to take. The request must also be accompanied by a medical practitioner or nurse practitioner's certificate or other evidence of the employee's entitlement to leave. An employee's benefit coverage during their parental leave shall be as required by the *Employment Standards Act*.
- 4) An employee's combined entitlement to leave under 17.09 and 17.10 is limited to seventy-eight (78) weeks plus any additional leave the employee is entitled to under 17.09(5) or 17.10 (2).

### **17.11 PATERNITY LEAVE**

Two (2) working days leave will be granted without loss of pay to the father or partner, upon the birth or adoption of a child.

### **17.12 FAMILY RESPONSIBILITY LEAVE/PERSONAL LEAVE**

An employee is entitled to up to five (5) working days with pay per calendar year to meet responsibilities related to the care, health or education of a child in the employee's care, for the care or health of any other member of the employee's immediately family, or to meet the employee's own personal needs. For the purposes of this section, "immediate family" shall have the meaning set out in the *Employment Standards Act*. The last two (2) days will be drawn from the employee's accrued sick time. Further extensions of family responsibility or personal leave will be considered by the Employer on a case by case basis and will be deducted from the employee's sick leave entitlement or may be granted as an unpaid leave.

### **17.13 OTHER LEAVES IN THE EMPLOYMENT STANDARDS ACT**

Employees are entitled to request other leaves where they are provided for in the *Employment Standards Act*, including, without limitation, compassionate care leave, critical illness or injury leave, and leave respecting domestic or sexual violence. Unless a greater entitlement is provided for the same leave in this Agreement, the Employer will grant such leaves in accordance with the requirements of the *Employment Standards Act*.

## **ARTICLE 18 - PAYMENT OF WAGES AND ALLOWANCE**

### **18.01 PAY DAYS**

The employer shall pay salaries and wages every second week, on a Friday. Changes to established practice shall be made only after full consultation and agreement with the Union. On at least one pay day per month, each employee shall be provided with an itemized statement of his wages and deductions.

### **18.02 EQUAL PAY FOR EQUAL WORK**

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

### **18.03 PAY DURING TEMPORARY TRANSFERS**

Where an employee is required by the Employer to substitute in, or is required to perform the principal duties of a higher paying position for which a wage range has been established, the employee shall receive the Start Rate or the Job Rate, whichever is higher than their regular rate, for the position they are substituting in or performing the principal duties of. Notwithstanding the foregoing a worker shall not be paid at the Start Rate longer than the trial period (45 working days) after which they shall be paid the Job Rate for the position.

When an employee is temporarily assigned to a position paying a lower rate, such employee shall incur no reduction in pay. The Department Head shall give the employee, in advance, written notice of the transfer, stating the rate of pay and the estimated duration of the transfer.

### **18.04 RAW SEWAGE PREMIUM**

Any employee required to work with raw sewage will receive a five percent (5%) premium on their wages, with a minimum of two (2) hours for the time they are working with the raw sewage.

### **18.05 PAY FOR EXCLUDED POSITIONS**

Employees temporarily assigned to positions outside the scope of this Collective Agreement, shall be paid, from the first day in the temporarily assigned position, on the basis of five percent (5%) of the exempt hourly salary in addition to the employee's regular hourly wage. In each assignment, the employee and the Union shall be notified in writing in advance of the temporary assignment.

### **18.06 OVERTIME MEAL ALLOWANCE**

Unless the Employer has given at least twenty-four (24) hours' notice of the need to work overtime, or unless the Employer has made time available for the employee to obtain a meal during the overtime period, or unless the Employer delivers an adequate meal to the employee during the overtime period, an employee required to work more than two (2) hours of overtime in any day shall be paid a meal allowance of not more than fifteen dollars (\$15.00). The need for payment of the meal allowance shall be indicated on the employee's time sheet.

### **18.07 EDUCATIONAL ALLOWANCES**

- 1) The Employer shall not be required to pay for the education of an employee who is studying for the purpose of earning a promotion, but, if the Employer introduces new duties or processes which require new training, the Employer shall pay the cost of retraining any employee whose work will include the said new duties or processes in accordance with Article 22.03.
- 2) The Employer shall pay the cost of an academic or technical course, approved by the Employer, with the said cost to include tuition, books and provision for equipment to complete the course. Denial of an employee's application shall be given in writing by the Employer, indicating the reason for denial. Payment for courses taken by employees, which are a prerequisite in the job description for their positions, will be subject to successful passage of the prescribed qualifying course.

### **18.08 PROFESSIONAL FEES AND LICENCES**

Where the Employee is required to maintain membership in a professional organization or receive certification or a licence the Employer shall pay the cost of any associated annual fees.

### **18.09 MILEAGE ALLOWANCE**

- 1) For employees expected to provide their own automobiles for use on the job, \$30.00 per month plus a rate per kilometre as established by the Fraser Valley Regional District Board of Directors from time to time; or
- 2) For employees whose job does not require them to have an automobile, but who use their own automobiles on a casual basis while on duty, they will be reimbursed at a rate per kilometre as established by the Fraser Valley Regional District Board of Directors from time to time.

### **18.10 OCCUPATIONAL FIRST AID CERTIFICATE**

- 1) An employee holding a valid occupational first aid certificate, recognized under the *Workers' Compensation Act* and/or regulations thereto, who is designated by the Employer to carry out the duties of a first aid attendant shall receive, in addition to his regular rate of pay, a premium based on the class of certificate required as follows:

Level 1	-	50 cents per hour
Level 2	-	55 cents per hour
Level 3	-	60 cents per hour
- 2) The Employer agrees to designate a Schedule A (Chilliwack Office) employee as the first aid attendant as required by WorkSafeBC regulations and as may be revised from time to time.
- 3) The premiums referenced in Article 18.10(1) and (2) shall not be cumulative and the greater premium shall apply.
- 4) The Employer shall compensate any employee for the cost of any level of first aid training upon successful completion of such training.

## **ARTICLE 19 - JOB CLASSIFICATIONS AND RECLASSIFICATION**

### **19.01 CLASS DESCRIPTIONS**

The Employer agrees to draw up class descriptions for all positions for which the Union is bargaining agent. These descriptions shall be presented and discussed with the Union and shall become the recognized class descriptions.

### **19.02 NOTICE OF NEW POSITIONS OR ABOLITION OF ESTABLISHED POSITIONS.**

The Unit Chair and Local Union Office shall be promptly notified of any new classifications to be established, and shall be given thirty (30) calendar days' notice of any established classifications which are to be abolished.

### **19.03 ESTABLISHMENT OF WAGES OR RATES**

The Employer has the right to establish wages or rates for any new position or class of positions. Such wages and rates shall be subject to negotiations between the parties.

### **19.04 RECLASSIFICATION, WAGE OR RATE CHANGES**

Requests for reclassification, wage, or rate changes for a position or positions may be initiated by an employee or the Union, on behalf of an employee or employees. A classification change involving a change in title or class due to a change in level of duties, responsibilities and/or requirements of a position or positions, shall be termed a "reclassification"; and a change involving only a wage or rate revision without any change in the level of duties, responsibilities and/or requirements shall be termed a "wage or rate adjustment". It is accepted that across-the-board increases change the percentage differentials between classes of jobs and positions previously established. Such changes shall not be grounds for requests for reclassification or grievance.

### **19.05 PROCESSING REQUESTS**

Reclassification, wage and/or rate adjustment requests will be processed and reported on within thirty (30) calendar days by the Employer to the Unit Chair and Local Union Office and the employee(s) concerned.

### **19.06 RIGHT TO APPEAL**

The Union shall have the right within thirty (30) days to appeal to the Joint Labour Management Committee on items covered by the above paragraphs and such appeal shall be in written form and contain valid facts and submissions in contesting wages, rates, Employer's classification and/or valuations. The Joint Labour Management Committee (Article 6.02) will attempt to resolve all appeals on Classification and valuations within thirty (30) calendar days of notification.

### **19.07 ARBITRATION**

If the Labour Management Committee is unable to reach agreement on reclassification, wage adjustments, or rates of pay for new positions or classes, these issues shall then be subject to the Grievance Procedure. In such cases, however, the nominee of the Union and the nominee of the Employer to the Arbitration Board shall be experienced and qualified in Municipal Job Evaluation.

### **19.08 EXTENSION OF TIMES**

Where times are mentioned in this Article, these may be shortened or lengthened by mutual agreement, in writing, by both parties, prior to the lapsing of the specified time.

## **ARTICLE 20 - EMPLOYEE BENEFIT PLANS**

### **20.01 WELFARE BENEFITS**

1) Municipal Pension Plan

In addition to the Canada Pension Plan, an employee shall participate in the pension plan under the terms of the Public Sector Pension Plans Act (PSPPA).

2) Group Medical, Extended Health, Dental and Group Life, Accidental Death and Dismemberment

a) Each Regular Employee may participate in the following benefits. The employer agrees to provide and pay one hundred percent (100%) of the premiums for same.

i) Medical and surgical benefits through the Medical Services Plan of B.C. for employees and their dependants.

ii) Dental coverage for employees and their dependents:

Part A – 100 percent (100%)

Part B – 70 percent (70%)

(Part A and Part B – to a combined maximum of \$5,000 per insured per calendar year)

Part C – 50 percent (50%) to a maximum of \$3,000 per insured per lifetime.

iii) Extended health care coverage including eye examinations to a maximum of \$200.00 every two (2) years for employees and their dependants, as per the terms of the carrier.

iv) Vision Care to a maximum of \$750 every two (2) years for each person covered.

v) Group life insurance coverage on a twenty-four hour basis for the principal sum of twice the employee's regular wage.

vi) Accidental & Serious Illness Insurance coverage.

vii) Paramedical coverage as follows:

Health Care Practitioners – Included Maximums shown are per person per calendar year. Where certain practitioners are combined below, the fees of these practitioners are combined for purposes of satisfying the maximum indicated.

Acupuncturist \$100

Chiropractor \*\* \$500

Massage Therapist\* \$1,000

Naturopath \$200

Physiotherapist \* \$1,000

Podiatrist/Chiropodist (includes x-rays) \$200

Speech Therapist \$100

Counsellors \$1,000

Psychologists \$1,000

\*Covered at 100% \*\*One x-ray for a maximum of \$25 per calendar year is also covered

- viii) Hospital Indemnity  
Hospital Indemnity reimburses employees if they or their dependents are hospitalized for 5 consecutive days or longer, a reimbursement of \$40 a day.
  - ix) MaintainRX mail delivery program  
This is a mail delivery drug program for maintenance drugs only.
  - x) Akira Virtual Healthcare  
Employees and Dependents can call Akira for a virtual healthcare visit and obtain prescriptions.
- b) The employer reserves the right to change insurance carriers during the term of the Agreement provided that equal or better coverage is obtained.
  - c) Participation is limited to those employees who meet the age restrictions set by policy providers.

## **20.02 LONG-TERM DISABILITY (L.T.D.)**

- 1) The Union has agreed that the Employer will not be responsible for any costs or premiums associated with such a plan other than providing the service of payroll deductions for those employees who participate.
- 2) In the event that the insurance carrier alters the terms and conditions of coverage including cancellation, the continuation of L.T.D. coverage will continue to be the sole responsibility of the individual and/or the Union under the terms of the L.T.D. program offered to all employees.
- 3) Participation in the L.T.D. program is discretionary for those employees hired prior to September 30, 1997.
- 4) Participation in the L.T.D. program shall be mandatory for all regular full-time and part-time employees.
- 5) Eligibility for commencement of L.T.D. participation by full-time employees shall be as determined by the carrier.
- 6) Eligibility for commencement of L.T.D. participation by part-time employees shall be as determined by the carrier and upon successful completion of the probationary period. The employee must work an average of 20 hours per week which shall be calculated as follows:

Number of Hours Worked over Previous 6 Month Period ÷ 26 weeks = Average Hours Per Week.

This period will be used to determine the average hours worked per week, in order that a benefit and premium can be calculated by the carrier.

Failure to achieve 20 hours per week could result in denial of claim for L.T.D. Payment of premium does not guarantee L.T.D. coverage where 20 hours per week has not been achieved. A review shall be conducted by the Union at 6 month intervals to ascertain on-going eligibility for part-time employees."

- 7) The Employer will continue to pay premiums for all welfare benefits in accordance with Article 20.01(2) for up to a two (2) year continuous period for any employee on approved long term disability.

- 8) Vacation and sick leave do not accrue during long term disability.
- 9) The Employer reserves the right to change insurance carriers during the term of the Agreement provided that equal or better coverage is obtained
- 10) Participation is limited to those employees who meet the age restrictions set by policy providers.

### **20.03 DETAILS OF WELFARE AND L.T.D. BENEFITS**

Specific details of the aforementioned welfare benefits, as contained in the appropriate policies, are available to each employee on request and the coverage limits for each benefit will comprise part of the Collective Agreement.

### **20.04 LEGISLATION**

If the premium paid by the Employer for any employee benefit is reduced as a result of any legislative or other action, the amount of the saving shall be used to increase other benefits available to the employee, as may be mutually agreed between the parties, or shall be passed on to the employees in the form of increased wage rates or in the form of other benefits.

### **20.05 EMPLOYEE ASSISTANCE PLAN**

- 1) The Employer and the Union have established an Employee/Family Assistance Plan. The Plan provides individual counselling to employees and eligible family members of employees who are experiencing emotional or other stresses in their lives.
- 2) The Employer and the Union agree that the Plan will be:
  - a) cost shared between the Employer and the Union;
  - b) confidential;
  - c) jointly selected; and
  - d) that there shall be a cap on the annual costs of the Plan.

## **ARTICLE 21 - HEALTH AND SAFETY**

### **21.00 LEGISLATIVE MANDATE**

The Union and the Employer shall be governed by and act in accordance with the *Workers Compensation Act R.S.B.C. 1996 Chap. 492* and regulations there under as amended from time to time.

### **21.01 CO-OPERATION ON SAFETY**

The Union and the Employer shall co-operate in continuing and perfecting regulations which will afford adequate protection to employees engaged in their occupation.

### **21.02 "JOINT HEALTH AND SAFETY COMMITTEE(S)"**

- a) In accordance with the *Workers Compensation Act*, Joint Health and Safety Committees shall be established at workplaces where 20 or more workers of the employer are regularly employed. Joint Health and Safety Committee shall be composed of:
  - i) at least 4 members or, if a greater number of members is required by regulation, that greater number;
  - ii) worker representatives and employer representatives;
  - iii) at least half the members must be worker representatives;
  - iv) 2 co-chairs, one selected by the worker representatives and the other selected by the employer representatives.
- b) In accordance with the *Workers Compensation Act*, the WCB Board may, by order, require or permit the employer to establish and maintain:
  - i) more than one joint committee for a single workplace of the employer;
  - ii) one joint committee for more than one workplace or parts of more than one workplace of the employer; or
  - iii) one joint committee for the workplace or parts of the workplaces of a number of employers, if the workplaces are the same, overlapping or adjoining.
- c) The Joint Health and Safety Committee shall hold meetings at least once each month to consider issues relating to the health and safety of the workers. After each meeting, the committee must prepare a report of the meeting and provide a copy to

the employer. The employer shall retain a copy of the reports for at least 2 years from the date of the joint committee meeting to which they relate and ensure that the retained reports are readily accessible to the joint committee members, workers of the employer, officers and other persons authorized by the Workers Compensation Board or the Minister responsible.

- d) The duties and functions of the Joint Health and Safety Committee are established pursuant to the *Workers Compensation Act*.
- e) An employee member of the Joint Health and Safety Committee shall be granted leave to attend the meeting without loss of regular pay.

### **21.03 WORKER HEALTH AND SAFETY REPRESENTATIVE(S)**

- a) In accordance with the *Workers Compensation Act*, a worker health and safety representative is required in each workplace where there are more than 9 but fewer than 20 workers of the employer regularly employed; and in any other workplace for which a worker health and safety representative is required by order of the WCB Board.
- b) To the extent practicable, the worker health and safety representative has the same duties and functions as the joint committee.

### **21.04 SAFETY MEASURES**

- a) Employees working in any unsanitary or dangerous jobs shall be supplied with all the necessary tools other than those they are expected to have for their trade. Employees shall be provided with safety equipment, and protective clothing in accordance with the *Workers Compensation Act* and regulations there under.
- b) In accordance with the *Workers Compensation Act*, a worker may refuse to carry out work if the worker has reasonable grounds for believing that the work is unsafe.

### **21.05 INVESTIGATION OF ACCIDENTS**

The Employer shall immediately notify the Joint Health and Safety Committee of each reportable accident or injury. The Joint Health and Safety Committee shall have the opportunity to investigate and report on the nature and causes of the accident or injury.

### **21.06 PAY FOR INJURED EMPLOYEES**

An employee who is injured at work during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at his/her regular rate of pay without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

### **21.07 TRANSPORTATION OF ACCIDENT VICTIMS**

Transportation to the nearest physician or hospital for employees requiring medical care as a result of a workplace accident or injury shall be at the expense of the Employer.

### **21.08 DISCLOSURE OF INFORMATION**

Upon request, the Employer shall provide to the Union the information it is capable of obtaining from its suppliers on the biological agents, compounds, substances and by-products used in the work environment.

### **21.09 SAFETY AND HEALTH REPORTS, RECORDS AND DATA**

Upon request of the Chairpersons of the Joint Health and Safety Committee, or as required under the *Workers Compensation Act* and regulations thereto, the Employer shall provide the members of the Committee with the details of every accident, incident or occurrence of an occupational disease that occurred at the work site in the previous month.

## **ARTICLE 22 - TECHNOLOGICAL CHANGE**

### **22.01 GENERAL PROVISION REGARDING TECHNOLOGICAL CHANGE**

Disputes between the Employer and the Union arising in relation to technological change shall be resolved by arbitration, without stoppage of work.

### **22.02 DISPLACEMENT**

No regular employee shall be dismissed by the Employer because of mechanization or technological changes. An employee who is displaced from his/her job by virtue of technological change or improvements will suffer no reduction in normal earnings and will be given the opportunity to fill other vacancies according to seniority.

### **22.03 TRAINING PROGRAM**

In the event that the Employer should introduce new methods or machines which require new or greater skills that are possessed by employees under the existing methods of operation, such employees shall, at the expense of the Employer, be given a maximum training period of six (6) months during which they may perfect or acquire the skills necessitated by the new methods of operation. There shall be no change in wages during the training period of any such employee and no reduction in pay upon being reclassified in the new position.

### **22.04 SIGNIFICANT TECHNOLOGICAL CHANGE**

Where the Employer introduces, or intends to introduce, a technological change, that:

- 1) affects the terms and conditions, or security, of employment of a significant number of employees to whom this Collective Agreement applies; and
- 2) alters significantly the basis upon which the Collective Agreement was negotiated;

either party may refer the matter to an Arbitration Board constituted pursuant to Article 8 of this Agreement.

### **22.05 TECHNOLOGICAL CHANGE COMMITTEE**

- 1) When computer or video display equipment is to be installed by the Regional District Board, discussions with respect to their effect on the working environment shall be introduced at a Joint Health and Safety Committee meeting, prior to installation of the said equipment. Any additional meetings shall take place at the request of the Union or the Employer to the view of making joint decisions regarding the introduction of technological change and its anticipated impact, so that the problems and negative consequences can be avoided.
- 2) If the matter cannot be resolved, either party may refer it to an Arbitration Board pursuant to Article 8.

**22.06 LAYOFF DUE TO TECHNOLOGICAL CHANGE**

An employee who is laid off due to technological changes shall be entitled to one and one-half (1 1/2) week's pay for each year of continuous service in lieu of any other notice or benefit to which they may be entitled. There shall be a maximum payment of six (6) months; pay to an employee under this provision.

**ARTICLE 23 - JOB SECURITY**

**23.01 REGULAR FULL TIME EMPLOYEES**

The Employer agrees that regular full time employees shall not be laid off as a result of contracting out work or services.

**23.02 OTHER EMPLOYEES**

Employees who are not members of the Union will not normally or regularly perform any work which is exclusively performed by members included in this Bargaining Unit, except in those cases mutually agreed upon by the parties.

## **ARTICLE 24 - UNIFORM AND CLOTHING ALLOWANCES**

### **24.01 PROTECTIVE CLOTHING**

- a) The Employer will provide to employees any personal protective clothing and equipment which is required by WorkSafe BC to be provided by the Employer.
- b) All employees required to wear safety boots will receive the following boot allowance at the end of the first pay period following the date the employee commences work with the Employer, or at the end of the first pay period in May of the calendar year:
  - 1) \$150.00 annually for “inside workers”
  - 2) \$200.00 annually for “outside workers”, including the following:
    - Schedule A – Building Inspectors & Bylaw Technicians ONLY
    - Schedule B1 & B2– Utilities
    - Schedule C – Noxious Weeds
    - Schedule E – Parks
- c) The Employer shall supply, as required in the opinion of the respective supervisor, to its employees engaged in outside work, for the safe and efficient performance of their duties, the following clothing: gloves, hard hats, coveralls, rain gear, and chest waders.

### **24.02 LAUNDERING**

The employer shall issue protective clothing where required. If the Employer does not provide cleaning (laundering facilities), each employee will be paid \$2.00 per week for the care of protective clothing. The Employer will review protective clothing requirements on an annual basis or in the case of an emergency.

## **ARTICLE 25 - GENERAL CONDITIONS**

### **25.01 PROPER ACCOMMODATION**

Where possible proper accommodation shall be provided for employees in the way of provisions of a lunchroom and a place to keep their clothes.

### **25.02 BULLETIN BOARD**

The Employer shall provide Bulletin Boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

### **25.03 ALLOWANCE FOR TOOLS**

Employees required to furnish their own tools in the performance of their duties shall, upon producing a broken tool, have same replaced by one of equal quality and value by the Employer.

### **25.04 TRADESPERSONS' TOOLS**

The Employer shall replace or repair tools and equipment owned by mechanics and carpenters employed by the Employer, which the Employer requires them to use and which are broken, lost or stolen on the job. The employee shall provide a current list of the privately owned tools and equipment, being used and this list to be filed with the Supervisor and Manager of Finance.

### **25.05 FIRE AND THEFT INSURANCE**

The Employer shall provide fire and theft insurance or otherwise provide coverage for the tools and equipment, excluding motor vehicles, owned by the employees and required by the Employer in the performance of their duties.

### **25.06 INDEMNITY INSURANCE**

The Employer shall post, in a prominent position, a meaningful description of the present indemnity insurance coverage for the employees to see and understand.

### **25.07 PLURAL OR FEMININE TERMS MAY APPLY**

Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context or the party or parties hereto so require.

## **25.08 ATTACHMENTS TO AGREEMENT**

Where parties have mutually agreed, add preamble to addendums, appendices, schedules or other attachments stating:

*This Letter of Understanding is attached to and forms part of the current Collective Agreement between parties.*

## **25.09 TERMS OF THE AGREEMENT TO PREVAIL**

In this Agreement, references to Articles and subsections are for reference purposes only and in no way define, limit or enlarge the provisions contained in this Agreement or the interpretation of them.

## **25.10 NO DISCRIMINATION OR HARASSMENT**

All personnel have the right to work without discrimination or harassment. Any complaint alleging discrimination or harassment will be handled in accordance with the Fraser Valley Regional District Board of Director's *Discrimination, Bullying and Harassment Policy*.

### **1. Discrimination**

- a) The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any Employee in the matter of hiring, wage rates, training, upgrading, promotions, transfers, layoff, discipline, discharge or otherwise by reason of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of the employee or because the employee has been convicted of a criminal or summary conviction offence. This article shall not apply to normal retirement in accordance with the Municipal Pension Plan.
- b) In accordance with Section 13(4) of the *Human Rights Code*, subsection (a), above, does not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.

### **2. Sexual Harassment**

- a) The Employer and the Union recognize the right of Employees to work in an environment free from sexual harassment and agree to cooperate in attempting to resolve all complaints of sexual harassment which may arise in the workplace.
- b) Cases of sexual harassment shall be considered as discrimination and, if not resolved pursuant to the *Discrimination, Bullying and Harassment Policy* shall be eligible to be processed as a grievance. In cases of sexual harassment that proceed to arbitration through the grievance procedure, an Arbitration Board shall have the power to transfer or discipline any person found guilty of sexually harassing an Employee.
- c) Sexual harassment is harassment of a sexual nature by a person who knows or reasonably ought to know such conduct is unwanted or unwelcome. Sexual harassment includes expressed or implied promises of rewards for complying with requests of a sexual nature or express or implied threats of reprisal for failing to comply with such requests. Sexual harassment also includes disrespectful

conduct of a sexual nature which is intended or would reasonably be known to create an intimidating, hostile or offensive environment.

- d) Some specific examples of sexual harassment include but are not limited to:
- Verbal abuse or threats of a sexual nature;
  - Unwelcome remarks, jokes, innuendoes, or taunting of a sexual nature;
  - Displaying pornographic or other offensive pictures;
  - Unwelcome sexual requests of invitations;
  - Leering or other inappropriate sexually oriented gestures;
  - Unnecessary physical contact, including touching, hugging, rubbing or patting; and
  - Negative comments that are based on one's sex.

### 3. Personal Harassment

- a) Every Employee has the right to work in an environment that is free of personal harassment and bullying. To this end, the Employer will maintain a Harassment Policy.

## 25.11 JOB SHARING

Proposals for job sharing arrangements will be considered on a case-by-case basis.

Job sharing arrangements shall not be entered into unless the terms of the arrangement are acceptable to both the Employer and the Union.

Each job sharing arrangement shall stand on its own merits and shall not constitute a precedent for any future sharing proposals.

## 25.12 OFFICE CLOSURES

During office closures Employees shall have the option to either:

- a) Take the time off as a vacation with pay;
- b) Take the time off as leave without pay;
- c) Use banked or ATO time; or
- d) Where notification has not been provided by March 31<sup>st</sup>, the employee, subject to the agreement with the Employer, may arrive at the office and work as if it were a regular work day.

ARTICLE 26 - TERM OF AGREEMENT

**26.01 DURATION**

This Agreement shall come into effect and be effective the first day of January 2020, to midnight of the thirty-first day of December 2024 and thereafter subject to the rights of either party to the Agreement, at any time within four (4) months immediately preceding the date of the expiry of this Agreement or immediately preceding the last day of December in any year thereafter, by written notice to require the other party to the Agreement to commence collective bargaining.

**26.02 CONTINUATION**

Should either party give written notice aforesaid, this Agreement shall thereafter continue in full force and effect until:

- 1) The Union shall give notice to strike (or until the Union goes on strike); or
  - 2) The Employer shall give notice of lock-out (or the Employer shall lock-out its employees); or
  - 3) The parties conclude a renewal or revision of this Agreement or enter into a new Collective Agreement;
- whichever is the earliest.

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

**FRASER VALLEY REGIONAL DISTRICT**

Per: \_\_\_\_\_

Jason Lunn,  
FVRD Board Chair

  
Jennifer Kinneman,  
Chief Administrative Officer

**CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 458 (FVRD SUB-UNIT)**

Per: \_\_\_\_\_

Candace Tharp-Farnsworth,  
Acting President  
(On behalf of Darlene Worthylake)

  
Pam Loat,  
Bargaining Committee Member

**EMPLOYEE GROUPINGS AND HOURLY PAY SCALES**

All Schedules: Rates effective January 1, 2020 have an increase of 2.0 %; rates effective January 1, 2021 have an increase of 2.25%; rates effective January 1, 2022 have an increase of 2.25%; rates effective January 1, 2023 have an increase of 2.5%; rates effective January 1, 2024 have an increase of 2.5%. Start Rate is 85% of Job Rate.

**SCHEDULE A - CHILLIWACK OFFICE**

Pay Group	Position	2020		2021		2022		2023		2024	
		Start Rate	Job Rate								
101	Student I		16.12		16.48		16.85		17.27		17.70
101A	Student II		20.23		20.68		21.15		21.68		22.22
	Interdepartmental Office Aide	17.19	20.23	17.58	20.68	17.97	21.15	18.42	21.68	18.88	22.22
102		22.73	26.74	23.24	27.35	23.77	27.96	24.36	28.66	24.97	29.38
103	Receptionist	23.23	27.33	23.75	27.94	24.28	28.57	24.89	29.28	25.51	30.02
104	Accounting Assistant	23.57	27.72	24.10	28.35	24.64	28.99	25.25	29.71	25.88	30.45
105		23.97	28.20	24.51	28.84	25.06	29.49	25.69	30.22	26.33	30.98
106	Accounting Clerk I	24.65	29.00	25.20	29.65	25.77	30.32	26.41	31.08	27.08	31.85
	Accounting Clerk I/ Secretary										
	Administration Clerk										
	Building & Bylaw Clerk										
	Department Secretary										
	Planning Assistant Support Technician										
107	Communications Assistant	25.35	29.82	25.92	30.50	26.50	31.18	27.17	31.96	27.85	32.76
	GIS Technician										
	Departmental Assistant										
108	Accounting Clerk II	26.08	30.68	26.67	31.37	27.27	32.08	27.95	32.88	28.65	33.70
	Payroll/Accounting Clerk										
109	Environmental Services Technician	26.84	31.58	27.45	32.29	28.06	33.02	28.77	33.84	29.48	34.69
	Services Coordinator I										
110	Administrative & Information Services Coordinator	27.64	32.52	28.26	33.25	28.90	34.00	29.62	34.85	30.36	35.72
111	Accounting Clerk III	28.51	33.54	29.15	34.29	29.80	35.06	30.55	35.94	31.31	36.84
	Services Coordinator II										
	Communications Coordinator										
112	GIS Technician I	29.36	34.54	30.02	35.31	30.69	36.11	31.46	37.01	32.25	37.94
	Network Analyst I										
	Support Analyst										
113		30.24	35.58	30.92	36.38	31.62	37.20	32.41	38.13	33.22	39.08
114		30.57	35.97	31.26	36.77	31.96	37.60	32.76	38.54	33.58	39.51

Pay Group	Position	2020		2021		2022		2023		2024	
		Start Rate	Job Rate								
115	Bylaw, Compliance & Enforcement Officer GIS Technician II Planning Technician Planning Technician (Regional Planning) Planning Technician (Parks & Outdoor Recreation Planning)	31.23	36.74	31.93	37.57	32.65	38.41	33.47	39.37	34.30	40.36
116	Building Plans Reviewer/Permit Coordinator	32.22	37.90	32.94	38.76	33.68	39.63	34.53	40.62	35.39	41.63
117	Building Inspector/Plan Checker	33.28	39.16	34.03	40.04	34.80	40.94	35.67	41.96	36.56	43.01
118	Building Inspector Engineering & Community Services Technologist Environment Services Coordinator Fire Dispatch Management Communications Coordinator* Legislative Coordinator Planner I - Electoral Area Services Planner I - Strategic Planning Initiatives Planner I - Integrated Planning Network Analyst II	34.35	40.41	35.12	41.32	35.91	42.25	36.81	43.31	37.73	44.39
119	GIS Technician III Building Inspector & Bylaw Compliance Coordinator	34.81	40.95	35.59	41.87	36.39	42.82	37.30	43.89	38.24	44.98
120	Network Analyst III Building Inspector II/Facilities Coordinator Environmental Policy Analyst Policy Analyst - First Nations Relations	36.09	42.46	36.91	43.42	37.74	44.39	38.68	45.50	39.65	46.64
121		37.18	43.74	38.01	44.72	38.87	45.73	39.84	46.87	40.84	48.04
122	Accountant Planner II - Electoral Area Services (Policy) Planner II - Environmental Planning Planner II - Strategic Planning Strategic Engagement Officer	38.67	45.49	39.54	46.52	40.43	47.56	41.44	48.75	42.47	49.97

**SCHEDULE B1 – UTILITIES**

Pay Group	Position	2020		2021		2022		2023		2024	
		Start Rate	Job	Start Rate	Job Rate						
201	Utilities Technician I	25.35	29.82	25.92	30.50	26.50	31.18	27.17	31.96	27.85	32.76
202	Utilities Technician II	29.36	34.54	30.02	35.31	30.69	36.11	31.46	37.01	32.25	37.94
203	Utilities Technician III	34.35	40.41	35.12	41.32	35.91	42.25	36.81	43.31	37.73	44.39

**SCHEDULE B2 – UTILITIES**

Pay Group	Position	2020		2021		2022		2023		2024	
		Start Rate	Job	Start Rate	Job Rate						
204	Student I (Utilities Aide)		16.12		16.48		16.85		17.27		17.70
205	Student II (Utilities Aide) Utilities Aide	17.19	20.23	17.58	20.68	17.97	21.15	18.42	21.68	18.88	22.22

**SCHEDULE C - STUDENT (NOXIOUS WEEDS)**

Pay Group	Position	2020		2021		2022		2023		2024	
		Start Rate	Job Rate								
301	Student I		16.12		16.48		16.85		17.27		17.70
302	Student II		20.23		20.68		21.15		21.68		22.22

**SCHEDULE E -PARKS**

Pay Group	Position	2020		2021		2022		2023		2024	
		Start Rate	Job Rate								
501	Student I		16.12		16.48		16.85		17.27		17.70
502	Student II		20.23		20.68		21.15		21.68		22.22
	Parks Assistant	17.19	20.23	17.58	20.68	17.97	21.15	18.42	21.68	18.88	22.22
503	Parks Technician	26.84	31.58	27.45	32.29	28.06	33.02	28.77	33.84	29.48	34.69
504	Parks Technician II	30.57	35.97	31.26	36.77	31.96	37.60	32.76	38.54	33.58	39.51
505	Parks Technician III	34.35	40.41	35.12	41.32	35.91	42.25	36.81	43.31	37.73	44.39

**LETTERS OF UNDERSTANDING**

*This Letter of Understanding is attached to and forms part of the current Collective Agreement between the parties.*

**LETTER OF UNDERSTANDING #2020-05**

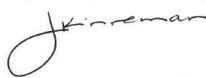
**FRASER VALLEY REGIONAL DISTRICT  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 458**

**MEMORANDUM OF AGREEMENT  
(2017-2019 Collective Agreement)**

**ARTICLE 4.06 (5) Time Duration Employees**

As per article 4.06 (5) of the Collective Agreement, time-duration appointments shall not exceed 12 months. The Employer and the Union agree, on a without precedent basis, to post and hire an Engineering and Community Services Technologist for a three-year term for Nicomen Island Improvement District's flood protection infrastructure project. The term for this position would be from November 2020 to December 2023.

**FRASER VALLEY REGIONAL DISTRICT**



Digitally signed by Jennifer Kinneman  
Date: 2020.10.19 10:49:18 -07'00'

**Per:** \_\_\_\_\_  
Jennifer Kinneman, Chief Administrative Officer

**CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 458 (FVRD SUB-UNIT)**

**Per:**  \_\_\_\_\_  
Darlene Worthylake, President

**Date Signed:** October 9, 2020

**Per:**  \_\_\_\_\_  
Jamie Benton, FVRD Unit Chair

**Date Signed:** Oct 20, 2020

## **APPENDIX A - REFUSAL OF UNSAFE WORK**

### **FRASER VALLEY REGIONAL DISTRICT AND CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 458**

#### **WorkSafeBC Occupational Health & Safety Regulation Part 3 Rights and Responsibilities**

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#### **Refusal of Unsafe Work**

##### **3.12 Procedure for Refusal**

- (1) A person must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.
- (2) A worker who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to subsection (1) must immediately report the circumstances of the unsafe condition to the worker's supervisor or employer.
- (3) A supervisor or employer receiving a report made under subsection (2) must immediately investigate the matter and
  - (a) ensure that any unsafe condition is remedied without delay, or
  - (b) if, in the supervisor's or employer's opinion, the report is not valid, must so inform the person who made the report.
- (4) If the procedure under subsection (3) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the supervisor or employer must investigate the matter in the presence of the worker who made the report and in the presence of
  - (a) a worker member of the joint committee,
  - (b) a worker who is selected by a trade union representing the worker, or
  - (c) if there is no joint committee or the worker is not represented by a trade union, any other reasonably available worker selected by the worker.
- (5) If the investigation under subsection (4) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the supervisor, or the employer, and the worker must immediately notify an officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.