

COLLECTIVE AGREEMENT

BETWEEN

FRASER VALLEY REGIONAL DISTRICT

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

**LOCAL 458
(RECREATION GROUP)**

JANUARY 1, 2002 - DECEMBER 31, 2004

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THIS AGREEMENT made the 1st day of January, 2002

BETWEEN:

FRASER VALLEY REGIONAL DISTRICT

(hereinafter called "the Employer")

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 458

(hereinafter called "the Union")

ARTICLE 1 - PREAMBLE

1.01 Preamble

WHEREAS it is the desire of the parties to the Collective Agreement:

- (a) to maintain and improve the harmonious relations and settle conditions of employment between the Employer and the Union;
- (b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;
- (c) to encourage efficiency in operation; and
- (d) to 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 (hereinafter called the "Agreement" or "Collective Agreement");

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE 2 - MANAGEMENT RIGHTS

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

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

3.01 - Recognition

The Employer recognizes the Canadian Union of Public Employees, Local 458, as the sole and exclusive collective bargaining agency for all of its recreation employees save and except those listed in Schedule "B" to the Collective Agreement or who are excluded by the Labour Code of the British Columbia Act, and hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties to the Collective Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 - No Other Agreements

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

4.02 - "Probationary Employee"

"Probationary Employee" shall mean: a person serving an initial period of one hundred days (100) worked or one hundred and eighty (180) calendar days, whichever comes first, from date of hire; to determine suitability for employment as a regular employee. Such period of time may be extended by mutual consent of both parties in writing. It is agreed and understood that during a new employee's probationary period, the employee's transfer, layoff or dismissal shall be entirely at the discretion of the employer, without recourse to grievance procedure unless the union claims discrimination as the basis of termination. Probationary entitlement to benefits is limited to ten point two percent (10.2%) in lieu thereof.

4.03 - "Regular Employee"

"Regular Employee" shall mean an employee, full-time or part-time, who has successfully completed the probationary period and who is employed on a regular basis and who shall be entitled to all benefits provided by the Collective Agreement from date of hire.

4.04 - "Time Duration Employee"

- (1) "Time Duration Employee" shall be defined as an employee, other than a Regular employee, who is employed to augment the regular staff, or employed to substitute for regular staff during periods of illness or vacation, or who is employed on a special project of limited duration not exceeding 153 calendar days. (Such period of time may be extended by mutual consent of both parties in writing.)
- (2) Time duration employees, during the aforementioned period, shall be entitled to cumulative seniority from date of hire, but shall not be entitled to fringe benefits other than:

- (a) an amount in lieu of benefits equal to 4% of the total wages of the employee for the part of the year they were employed, and
 - (b) Statutory Holiday Pay, where the employee qualifies under the provisions of Section 15.03 of the Collective Agreement.
- (3) Upon completion of their probation period, time duration employees are entitled to:
- (a) Payments in lieu of benefits in the amount of 10.2%
 - (b) For the purposes of this article the probation period is defined as 100 days worked cumulatively where an employee has more than one time duration assignment.
 - (c) Such period of time may be extended by mutual consent of both parties in writing.
 - (d) It is agreed and understood that during a new employee's probationary period, the employee's transfer, layoff or dismissal shall be entirely at the discretion of the employer, without recourse to grievance procedure unless the Union claims discrimination as the basis of termination.

4.05 - "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 working the annual hours specified in Article 14.01(1)(a). Full Time Employees shall be entitled to all benefits provided in the **Collective** Agreement from date of hire.

4.06 - "Part Time Employee"

- 1) "Part Time Employee" shall mean any employee employed in any position which is other than full time and who works less than the normal hours specified in Articles 14.01(1)(a) and 14.01(2)(a).
- 2) The probationary period for Part Time Employees shall be one hundred (100) days worked or one hundred and eighty calendar (180) calendar days, whichever comes first.
- 3) Benefits only become available upon completion of one hundred days (100) days worked or one hundred and eighty (180) calendar days whichever comes first, and ten point two percent (10.2%) is paid in lieu thereof. Part time employees who have completed their probationary period and who wish to have benefits rather than the percentage (%) in lieu, must insure that their percentage of the premium is covered either through payroll deduction or post-dated cheques where hours worked are not sufficient to insure coverage. Failure to make necessary arrangements with the Employer in advance will result in cancellation of benefits and payment of the appropriate percentage (%) in lieu.
- 4) If Part Time employees wish to change their decision on benefits or payments in lieu, they may do so by notifying the administration office in December with the change to be effective at the start of the following calendar year, for those benefits that continue to be available to the employee.
- 5) For employees who elect payment in lieu of benefits, the payment will be all-inclusive of such items as statutory holidays, and the overtime payment provisions contained in the Collective

Agreement will apply to those employees who are required to work on statutory holidays. The payment in lieu of benefits will be applied to their base rate and the payment shall be based on the following:

- (a) Less than 10 calendar years of service - 10.2%
- (b) 10 calendar years of service or greater - 12.2%

- 6) Employees who elect benefits will be entitled to vacation, statutory holidays and sick leave on a pro rata basis.

4.07 - Notification - Employee Status Change

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

ARTICLE 5 - UNION FEES AND MEMBERSHIP

5.01 - Union Fees

All employees covered by the Union's Certificate of Bargaining Authority shall pay to the Union a monthly fee equal to the monthly dues of 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 Representative

It is understood that the Regional District Shop Steward or duly appointed designate 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.

5.02(a) - Except as provided under the Collective Agreement, no Union business shall be transacted during regular working hours.

5.03 - 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.

5.04 - Suspension by Union

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

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 - Deductions

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 him to the Union.

6.02 - 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 7 LABOUR MANAGEMENT COMMITTEES

7.01 - 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.

7.02 - Local Bargaining Committee

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, as appointees of the Union. The Union will advise the Employer of the Union nominees to the Committee.

7.03 - Functions of Bargaining Committee, etc.

All matters of mutual concern pertaining to operational problems, rates of pay, hours of work, collective bargaining, and other working conditions, etc. shall be referred to the Bargaining Committee for discussion and settlement, if the matter cannot be resolved with the Director of Recreation.

7.04 - 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 the representative's presence and the reason for it.

7.05 - Meeting of the Bargaining Committee

In the event that either party wishes to call a meeting of the Bargaining 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.

7.06 - 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 8 - GRIEVANCE PROCEDURES

8.01 - 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 the Collective 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.

8.02 - Policy Grievance

Policy grievances submitted by the Employer or by the Union shall be in writing and shall be submitted at Step 3 within ten (10) working days of the event giving rise to the grievance.

8.03 - Grievance Steps

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

Step 1: The Employee involved shall first take up the grievance verbally with the Director of Recreation or the Almer Carlson Pool Supervisor, as the case may be, and with or without the employee's Stop Steward, within five (5) working days from the time the Employee became aware of the event giving rise to the grievance.

Step 2: If the grievance is not satisfactorily settled at Step 1, it shall be reduced to writing and the Employee and the Shop Steward or designated Union representative shall submit it to the Administrator no later than five (5) working days following the discussion with the Director of Recreation or the Almer Carlson Pool Supervisor in Step 1. The Administrator shall reply within the next five (5) working days in writing.

Step 3: If a satisfactory settlement is not reached at Step 2 and the Union wishes to proceed further, the grievance shall be referred to Step 3 within ten (10) working days of the Employer's reply at Step 2. The Grievance Committee of both parties will meet to discuss the grievance. If they are unable to settle the grievance within ten (10) working days of the date the grievance was referred to Step 3, then either party may give written notice of arbitration to the other.

8.04 – Expedited Arbitration

- (1) (a) To enhance the labour relations climate and to promote harmonious resolutions to disputes that may arise between the parties, either party may invoke the following process of expedited arbitration:

- (b) The party wishing to use this shall notify the other party of the decision within five (5) working days of the receipt of the reply at the third step of the grievance procedure. Such notification must be in writing. The party receiving the notification may refuse to accept the investigative procedure, in which case the provisions of Article 8.03 are then applicable and the time limit contained in that Article begins to run from the date of the refusal decision being delivered in writing. No reasons for the refusal need be given.
- (2) Where a difference arises between the parties relating to the dismissal, discipline or suspension of an Employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, a named Arbitrator agreed to by the parties, shall upon mutual request of the parties:
 - (a) investigate the difference;
 - (b) define the issue in the difference; and
 - (c) make written award to resolve the difference; within five (5) days of the date of receipt of the request; and, for those five (5) days from that date, time does not run in respect of the grievance procedure.
- (3) Prior to invoking this **article** the parties shall discuss and reach agreement as to whether the decisions of the investigator shall be final, binding and enforceable upon the parties.

ARTICLE 9 - ARBITRATION

9.01 - Composition of Board of Arbitration

Arising out of Article 8, a Board of Arbitration shall be formed to hear the grievance. 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 Chairman. 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 Chairman. The expenses and compensation of the representatives selected by the parties shall be borne by the respective parties. The expenses and compensation of the Chairman shall be shared equally between the parties.

9.02 - Decision by the Board

Within fourteen (14) calendar days following the establishment of the Board of Arbitration, it shall report its decision on the grievance. The majority decision of the Board shall be final and binding on all persons bound by the Collective Agreement.

9.03 - Board Awards regarding Discipline or Suspension

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 the employee's 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.

9.04 - 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 10 - DISCIPLINE

10.01 - Adverse Report

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 placing the employee's written response in the file.

10.02 - Suspension

Any employee may be subject to immediate suspension for proper cause, subject to established grievance procedures as outlined in the Collective Agreement.

10.03 - Dismissal

Any employee may, for proper cause, be dismissed without notice and, subject to statutory regulations, may be deprived of benefits that he would otherwise receive on retirement, or, at the discretion of the Employer, such notice and benefits as the Employer may authorize; provided, however, that any employee so dismissed shall have the right to grieve.

10.04 - No Disciplinary Action - Unsafe Conditions

An employee will not be required to work at a job site which is unsafe. If an employee is concerned about the safety of the job site or equipment assigned, the employee will immediately report the condition to the employee's supervisor who will ensure the work is performed without undue risk. If the matter remains unresolved, it shall be referred to the Joint Occupational Health and Safety Committee. If, in the opinion of the Committee, the job site or equipment is unsafe, the employee shall not be disciplined for the employee's refusal to work due to the unsafe condition.

10.05 - 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/or the Employee's Union local.

10.06 - 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 wages at the hourly basic rate which is used to calculate overtime for that employee.

ARTICLE 11 - SENIORITY DEFINED

11.01 - Seniority Defined

- 1) Seniority is defined as being the length of service of an employee in the entire Bargaining Unit. It is expressly agreed that seniority divisions within the bargaining unit have been eliminated. The Bargaining Unit consists of those positions, which make up the list of job titles on the wage schedules appended to the Collective Agreement. Seniority shall be calculated and accumulated on the basis of the number of hours worked as a member of the Bargaining Unit
- 2) For the purpose of Article 13, bumping, layoff and recall shall be administered in accordance with Article 11.01(1).
- 3) Management reserves the right to assign employees in the same or similar job descriptions to any facility within the bargaining unit in order to meet hours of operation and program requirements.

11.02 Seniority List

The Employer shall maintain a seniority list for each Employee Wage Schedule appended to the Collective Agreement. The list will show each employee's original date of employment. Up-to-date seniority lists shall be sent to the Union upon request.

11.03 - Loss of Seniority

- (1) An employee shall not lose seniority rights if he is absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer. An employee shall only lose seniority in the event:
 - (a) he is discharged for just cause and is not reinstated;
 - (b) he resigns;
 - (c) he 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) he 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 the employee to keep the Employer informed of the Employee's current address.
- (2) Full-time, Part-time, and Time Durated employees who are laid off shall retain their seniority for one (1) year. Loss of seniority shall mean loss of all rights as an employee.

11.04 - Transfers Outside Bargaining Unit

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

Such employees who are transferred to a permanent position outside the bargaining unit shall continue to accumulate seniority for a period of only ninety (90) calendar days, but during the employee's time they cannot maintain their membership in the Union. If the employee reverts back to a position in the bargaining unit, he will be required to pay the Union dues owing retroactively.

11.05 - Almer Carlson Pool Hiring Preferences

- (a) Electoral Area "A" residents shall be given hiring priority and preference at the Almer Carlson Pool, seniority notwithstanding.
- (b) Notwithstanding Article 11.01(1), all hours worked by the application of this article shall be accounted for separately and cannot be used to disadvantage an otherwise senior employee.

ARTICLE 12 - PROMOTIONS, STAFF CHANGES, RETIREMENT

12.01 - Job Postings

- (a) It is agreed and understood where vacancies exist or new positions are created, notice thereof will be posted on the Bulletin Boards for a period of seven (7) calendar days before the appointment is made. Such posting and notice shall contain the following information:
 - 1) nature of position;
 - 2) required ability;
 - 3) wage rate;
 - 4) definition of employee.
- (b) The Employer agrees to provide a copy of the posting to the Union Shop Steward prior to the closing of the posting, and shall advise the Union Shop Steward in writing of the name(s) of the successful applicant(s).

12.02 - Method of Making Appointments

In making new appointments, promotions and transfers, including newly created positions, the required knowledge, ability and skills for the position shall be the primary consideration, and where two or more applicants are equally capable of fulfilling the duties of the position as outlined on the relevant job description, seniority as defined in the Collective Agreement shall be the determining factor.

12.03 - Trial Period

- 1) In the event an employee is promoted or transferred to another position, he shall be considered to be on trial for a period of not more than forty-five (45) working days and shall be paid the wage rate for that position.
- 2) Should the employee be unable to satisfy the requirements of the position, or indicate he does not want that position, then he shall be returned to the employee's former position at the wage the employee previously earned in the former position, plus any increments to which he would have otherwise been entitled had he not been promoted, transferred or selected to fill a job vacancy. In the event an employee is returned to their 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 12.03(2) is 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.

12.04 - Retirement

All employees shall retire according to the provisions of the Public Sector Pension Plans Act (PSPPA) and amendments thereto, unless otherwise mutually agreed between the parties.

ARTICLE 13 - LAYOFFS AND RECALLS

13.01 - Procedures

- 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 he is presently qualified and capable of doing the job of the employee he is displacing.
- 3) If an employee bumps into another classification, the employee who bumps into another classification shall be paid the wages for that classification.
- 4) Employees shall have the right to refuse recall to a part time position without loss of future recall rights. Should an employee chose to return to a part time position they shall be offered any arising fulltime vacancy they would have been recalled to had they remained on the recall list.

13.02 - Layoffs and Recalls

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

13.03 - 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. If the employee laid off has not had the opportunity to work ten (10) full days after notice of layoff, he shall be paid in lieu of work for that part of ten (10) days during which work was not made available.

13.04 - Severance Pay

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

- 3) Upon acceptance of severance pay all seniority rights and rights to recall under the Agreement are terminated; or, upon acceptance of retention of seniority rights of layoff and recall, all rights of severance pay under these provisions are terminated.
- 4) Part time service shall be calculated on a pro rata basis. Wages upon which severance pay is calculated shall be based on the employee's wages at the effective date of the employee's termination.

ARTICLE 14 - HOURS OF WORK, SHIFTS AND OVERTIME WORK

14.01 Regular Hours

1) Normal Regular Hours

- (a) Except as provided in paragraph (b), the normal regular hours of work for regular full time Employees shall be eight (8) consecutive hours per day (exclusive of a lunch break not to exceed one hour) for five (5) consecutive days per week.
- (b) The hours of work for regular shift workers and pool workers shall be no more than eight hours per day up to 40 hours per week.
- (c) It shall be the duty of each employee to report for work at the prescribed location 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.
- (d) The Employer shall have complete discretion and may delegate its authority to its management staff to set the hour at which work shall be commenced by all outside Employees, but if the hour of commencing work is to be other than the scheduled shift beginning, the Employees shall be so notified no later than the previous day.

2) Split Shifts

Employees other than full time employees may be required to work a split shift subject to the following:

- (a) There may only be one split for each split shift; and
- (b) The employee shall work a minimum of three (3) hours in each block of the split shift; and
- (c) The maximum break between blocks of work on the split shift shall be four (4) hours with the proviso that the employee's four (4) hours may be extended by mutual agreement between the individual employee and the employer.

14.02 - Notice of Shift Change

- (1) Except in times of an emergency, forty-eight (48) hours notice shall be given before change of a regular shift. An employee can be compelled to attend the workplace on forty-eight (48) hours notice of shift change.
- (2) An emergency is defined as any situation or circumstance whereby the failure to achieve requisite staffing levels would result in the closure of the Hope and District Recreation Centre or Almer

Carlson Pool, or the cancellation of a program. For purposes of this Section, the Employer agrees that an employee can not be compelled to attend the workplace where an emergency exists.

- (3) An employee who attends the workplace on less than forty-eight (48) hours notice shall be paid at overtime rates of pay as provided in this Agreement, or a minimum of three (3) hours pay at overtime rates, whichever is greater. Time worked shall be computed from the time the employee commences work.

NB: The application of 14.02(3) shall be effective as of the date of ratification by the principals of both parties.

14.03 – Hours of Rest Between Shifts

Failure to provide at least twelve (12) hours rest time between shifts for icemen, or ten (10) hours rest time for employees other than icemen, which are being changed in accordance with article 14.02 shall result in payment of overtime at established rates for any hours worked during such normal rest period.

14.04 - Shift Work

It is understood and agreed that employees may be required to work regularly on shifts at different hours than the hours specified in paragraph 14.01. The following principles shall apply to shift work:

- 1) Adequate notice shall be given by the Employer to the Union, which notice shall not be less than five (5) working days or one calendar week;
- 2) Shifts may be in three (3) non-broken shifts of up to eight (8) hours, meal-time excluded in any 24 hour period.
- 3) The date and plan of implementation and the allocation of employees shall be with the fullest consultation and co-operation of the Union to ensure adequate coverage by qualified employees.
- 4) Split shifts are permissible subject to Section 14.01(2)

14.05 - Temporary Shifts

The parties hereto recognize that there may arise a temporary need for shift work among the employees 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 employees 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, meal-time 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.
- 4) Split shifts are permissible subject to Section 14.01(2)

14.06 - Pay for Shift Work

A shift work premium shall be paid to all employees assigned to work in the Arena as follows:

- 1) For all hours worked between 6:00 p.m. and 12:00 midnight, an additional fifty cents (\$.50) per hour shall be paid;
- 2) For all hours worked between 12:00 midnight and 7:00 a.m., an additional one dollar (\$1.00) per hour shall be paid.

The shift premium shall be paid for an entire shift after four (4) or more hours of that shift are worked between the hours of 6:00 p.m. and 7:00 a.m.

The shift premium shall not be paid for overtime work and call outs.

14.07 - 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.

- 1) On Regular Workday and Work Weeks

All work in excess of the standard work day (i.e. 8 hours) or the standard work week (40 Hours) as the case may be, shall be paid for at one and one-half (1 1/2) times the regular hourly rate. Double (2) time shall be paid after ten (10) hours in any one (1) day and after forty-eight (48) hours in any one (1) week. Overtime shall be calculated to the next quarter (1/4) hour. Time off in lieu of overtime shall be permissible at the discretion of the Employer.

- 2) Overtime Rates on Statutory and General Holidays and Days of Rest

All hours worked on a statutory holiday or general holiday or on the first and/or second normal day of rest shall be paid for at double time in addition to any holiday pay which may be payable. It is agreed, however, that Employees may be required to work on a statutory holiday 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 15. Time off in lieu of overtime shall be given at the discretion of the Employer.

14.08 - Overtime Allocation

- 1) Overtime shall be divided equally among the employees of the arena, pools or playgrounds who are capable to perform the work that is available.
- 2) A list of overtime worked by Employees within each arena, pool or playground shall be maintained. The employee's list shall be updated each pay period.

14.09 - 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.

14.10 - Call-Out

An employee who is called out to work outside of the employee's regular working hours shall be paid at overtime rates of pay as provided in the Collective Agreement, or a minimum of three (3) hours pay at overtime rate of pay, whichever is greater. Time worked shall be computed from the time the employee commences to work until he has completed the work for which he was called out or until he is instructed to cease work.

After the completion of the duties he was called out for an employee may choose to book off. In this case the employee shall receive a minimum of two (2) hours pay if the work performed was of less than one hour duration.

The Employer agrees that an employee cannot be compelled to attend the workplace as a result of a call-out.

14.11 - Rest Periods

All employees shall be permitted a rest period of fifteen (15) consecutive minutes in both the first and the second half of a normal work day or shift.

14.12 - Benefit Gratuity

If an employee is reassigned or reclassified to a higher rated position for more than sixty (60) days, the employee's holiday pay and sick leave gratuity will be prorated to include the actual time in the higher position.

ARTICLE 15 - HOLIDAYS

15.01 - Guarantee

It is the purpose of this Article to guarantee a minimum of eleven (11) statutory or general holidays to all regular employees.

15.02 - Paid Holidays

All regular employees shall have the following statutory holidays off with pay at the employee's regular rate of pay.

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

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

15.03 - 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.

15.04 - When Holiday Falls on Day of Rest

With the exception of Article 15.05, 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 the Collective Agreement unless other arrangements are made by mutual agreement.

15.05 - 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.

15.06 - 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 of the Collective Agreement.

ARTICLE 16 - ANNUAL VACATIONS

16.01 - Entitlement

1) Part-Time Employees

The entitlement for Part-Time Employees is contained in Article 4.06.

2) Full-Time Employees

All Full-Time Employees covered by the collective agreement shall receive an annual vacation with pay on the following basis.

16.02 - Definition

For the purpose of this Article, calendar year shall be the period from January 1st to December 31st, inclusive.

16.03 - First Year of Service

Employees, during the first (1) calendar year of service, shall accumulate one (1) working day for each completed month of employment or major fraction thereof, to a maximum of ten (10) working days. Employees shall receive an annual vacation equivalent to the accumulated working days at the employee's regular rate of pay or four percent (4%) of the employee's annual gross earnings whichever is greater.

16.04 - Deemed Completion of First Calendar Year

Regular employees who have been continuously employed for less than a twelve-month (12) period, but are on the payroll at January 1st, shall be considered to have completed their first calendar year of service for vacation purposes, but unearned vacations taken will be deducted from the employee if he leaves employment prior to earning them.

16.05 - Entitlement Second Year - Eighth Year

During their second (2) calendar year of service and every year thereafter up to and including their eighth (8) calendar year of service, regular employees shall earn three (3) calendar weeks annual vacation.

16.06 - Entitlement Ninth Year - Fifteenth Year

During their ninth (9) calendar year of service and every year thereafter up to and including their fifteenth (15) calendar year of service, regular employees shall earn four (4) calendar weeks annual vacation.

16.07 - Entitlement Sixteenth Year - Twenty-fourth Year

During their sixteenth (16) calendar year of service and every year thereafter up to and including their twenty-fourth (24) calendar year of service, regular employees shall earn five (5) calendar weeks annual vacation.

16.08 - Entitlement Twenty-fifth Year and Subsequent Years

During their twenty-fifth (25) calendar year of service and every year thereafter, regular employees shall earn six (6) calendar weeks annual vacation.

16.09 - Additional Day of Statutory Holiday

When a statutory holiday falls or is observed during an employee's annual vacation period, the employee shall be granted an additional day's vacation for each statutory holiday in addition to the employee's regular vacation time.

16.10 - Vacation Period

- (1) 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.

- (2) Any employees 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.
- (3) Where an employee is leaving the service of the Employer, they shall be paid for all earned outstanding vacation up to and including the last day worked.

16.11 - Operational Requirements

Vacations for employees shall be taken at such times when quantity, regularity and disruption of the work of the Employer will be least impaired, and as mutually agreed upon by the employee and the Department Head.

16.12 - Pay Before Vacation

Where an employee has mutually agreed with the Department Head to take the employee's annual vacation entitlement in one unbroken vacation or any combination of five (5) consecutive working days, payment for the period to be taken shall be made at least one day before the beginning of the employee's vacation. It shall be the employee's responsibility to notify the Payroll Department prior to the employee's last day worked.

16.13 - Other Leave During Vacation

Where an employee qualifies for sick leave, bereavement, or any other approved leave during the employee's period of vacation, there shall be no deduction from vacation credits for such absence, provided notice is given to the Employer as soon as the need arises. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date at the mutual agreement of the employee and the employee's Department Head.

16.14 - Pro-Rating Vacation Time for Interrupted Service

When employment is terminated or leave without pay is approved for a continuous period in excess of seven (7) days, holiday entitlement shall be prorated to the actual time worked. This section does not apply where leave without pay has been approved for Union functions.

16.15 – Vacation Bank

Employees who receive vacation are entitled to bank a maximum of one (1) week entitlement for use in the immediately ensuing year. It is understood that the Employer does not provide cash payouts of unused vacation entitlements.

ARTICLE 17 - SICK LEAVE PROVISIONS

17.01 - Entitlement

- 1) Part-Time Employees

Entitlement for Part-Time Employees is contained in Article 4.06

2) Full-Time Employees

All Full-Time Employees will be granted sick leave subject to the following provisions.

17.02 - 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 and twenty (120) working days at full pay.

17.03 - Annual Statement

Each employee shall receive an annual statement of accumulated sick leave.

17.04 - 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.

17.05 - Responsibility to Report

An employee shall be required to report in, by telephone, to the employee's Department Head prior to commencement of the shift, but not later than the employee's first normal one-half hour of work, unless the expected total period of absence has already been made 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 employee's Department Head. Failure to follow the reporting procedure may jeopardize the employee's right to sick pay unless proof of extenuating circumstances can be produced which made reporting impossible.

17.06 - Medical Certificate

The Employer as proof of sickness may require a medical certificate. Such requests will be made, where possible, when the employee reports sick, during the employee's period of illness, or on the employee's first day back. If the Employer requests a medical certificate they shall pay the costs of such.

17.07 - Sick Leave Gratuity

At the last pay period of the calendar year an employee shall be entitled to a payment for one-third of the sick leave remaining to the employee's credit from the annual sick leave entitlement of eighteen (18) days at the end of each calendar year, at the employee's rate of pay in effect for that pay period, the payment of the employee's 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 (2) 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 twenty (120) days.

17.08 - Abuse of Sick Leave

Proven abuse of sick leave shall be deemed cause for suspension or dismissal.

17.09 - Family Illness

When no one at home other than the employee can provide for the needs of an immediate member of the employee's family, an employee shall be entitled, after notifying the employee's supervisor, to use a maximum of three (3) accumulated sick leave days per year to care for the member of the family who is ill. The employer may request a doctor's note where family illness sick leave is used.

ARTICLE 18 - LEAVE OF ABSENCE

18.01 - For Union Business

Official representatives of the Union shall not suffer any loss of pay 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.

18.02 - 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 fourteen (14) calendar days 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 contained in the Collective Agreement;
- 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.

18.03 - 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

request by the employee during the employee's term of office with the Union. Such leave of absence shall not be withheld unreasonably.

18.04 - Leave of Absence - Elected to Public Office

- (a) An employee who is elected to public office shall be allowed leave of absence without loss of seniority during the employee's term of office. The employee shall not be entitled to wages or benefits during such absences.
- (b) Employees running for public office are bound by the Local Government Act RSBC 1996 Ch. 323 and in accordance with the Act may be required to resign or take a leave of absence from their position with the Employer.

18.05 - Bereavement Leave

- 1) An employee shall be granted three (3) working days' leave without loss of wages in the case of death of a parent, step-parent, wife, husband, brother, sister, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchild and grandparent.
- 2) The Employer may extend the bereavement leave by an additional two (2) days, provided the Employer is satisfied that the circumstances are extenuating.
- 3) Where the burial occurs outside the province, leave to travel may be granted by the Employer, such leave not to exceed seven (7) days, and to be without pay.

18.06 - 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 approval for leave from the employee's Department Head.

18.07 - General Leave

- (a) 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 shall be requested in writing and approved by the Employer. Such approval shall not be withheld unreasonably.
- (b) Employees granted leave according to this section must indicate a date of their expected return to work and cannot displace any other employee from his/her position or shifts should they wish to return to work earlier than their indicated return date.

18.08 - Jury or Court Witness Duty

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 with the difference between the employee's normal earnings and the payment he receives for jury service or court witness, excluding payment for traveling, meals, or other expenses. The employee shall present proof of service and the amount of pay received to the Employer.

18.09 - Pregnancy Leave

1. An employee who is pregnant shall be given an unpaid Leave of Absence without loss of seniority for a maximum of seventeen (17) weeks starting no sooner than eleven (11) weeks prior to the expected delivery date and no later than the actual birth date. Benefit entitlement for the seventeen-week period shall be according to the Employment Standards Act.
2. A request for leave must be given in writing to the Employer at least three (3) weeks before the day the employee proposes to begin 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. Leave must end no earlier than 6 weeks after the actual birth date, unless the employee requests a shorter period, in writing to the Employer and accompanied by a medical practitioner's certificate stating the employee is able to return to work.
4. Pregnancy leave 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, she is unable to return to work when her leave ends under subsection (1). The request must be submitted in writing at least two (2) weeks prior to their 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.
5. An employee's pregnancy leave may start sooner than eleven (11) weeks, as indicated in Section 1, where the attending physician certifies that the health of the mother or child may be in danger by the mother continuing to work.
6. The employee returning to work after maternity leave shall provide to the Employer at least four (4) weeks prior notice of her 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 13 shall apply. In any case, return to work will not be sooner than six (6) weeks after the birth of a child. Benefit coverage may be maintained during the period of separation under the present cost-sharing arrangements, if the employee pays her share of the premiums.

18.10 Parental Leave

1. An employee who requests Parental Leave under this section is entitled to:
 - a) for the birth mother who takes leave within one (1) year of the birth of a child and in conjunction with pregnancy leave taken under *Section 18.09*, up to thirty-five (35) weeks unpaid leave *without loss of seniority* beginning immediately after the end of the leave under Section 18.09 unless the Employer and the employee agree otherwise.
 - b) for the birth mother who does not take leave under *Section 18.09* in relation to the birth of a child – up to thirty-seven (37) weeks unpaid leave beginning after the child's birth and within fifty-two (52) weeks of that event.
 - c) for the birth father – up to thirty-seven (37) weeks of unpaid leave

beginning after the child's birth and within fifty-two (52) weeks of that event.

- d) for an adopting parent – up to thirty-seven (37) weeks beginning within fifty-two (52) weeks after the child is placed with the parent.
 - e) when both parents are employees of the Employer, the birth mother and birth father, or adopting parents, may share the (additional thirty-five (35) weeks unpaid leave in a) above.)
2. If certified by a Licensed Medical Practitioner that the child requires an additional period of parental care, due to a physical, psychological or emotional condition, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1) above.

Employees must qualify under the Employment Insurance Parental Leave provisions in order to receive this leave and must supply the Employer with all required documentation.

The employee is required to give the Employer four (4) weeks advance notice in writing of their intention to take a leave.

Benefit coverage shall be as required in the Employment Standards Act

3. An employee's combined entitlement to leave under *18.09 and 18.10* is limited to fifty-two (52) weeks plus any additional leave the employee is Entitled to under 18.09 (4) or 18.10(2)

18.11 Paternity Leave

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

ARTICLE 19 - PAYMENT OF WAGES AND ALLOWANCE

19.01 - 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 the employee's wages and deductions.

19.02 - Equal Pay for Equal Work

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

19.03 - Pay During Temporary Transfers - Hourly Paid Employees

When an employee is required by the Employer to substitute in, or is required to perform the principal duties of a higher position at an hourly rate of pay, he shall receive the rate for the job. If an Employee is transferred temporarily to a higher-rated position, he, on assuming the higher-rated position, shall be paid the rate applicable to the higher-rated position. If, after the employee has commenced work in the

employee's regular position, an Employee is transferred to a lower-rated position, the employee's rate shall not be reduced except as provided in Section 13.01(3). Upon the request of an Employee who is temporarily transferred to a different position, the employee's 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.

19.04 - Pay for Excluded Positions

Employees temporarily assigned to positions outside the scope of the Collective Agreement, shall be paid, from the first day in the temporarily assigned position, on the basis of 5% above the employee's regular wage or one dollar and fifty cents (\$1.50) per hour, whichever is greater. In each assignment, the employee shall be notified in writing in advance of the temporary assignment.

19.05 - Overtime Meal Allowance

Unless the Employer has given employees in the Hope Arena 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 in the Hope Arena—who is required to work more than two (2) hours of overtime in any day shall be paid a meal allowance of not more than six dollars (\$6.00). The need for payment of the meal allowance shall be indicated on the employee's time sheet.

19.06 - Educational Allowances

The Employer shall not be required to pay for the education of an employee who is studying for the purpose of earning a promotion (See Article 21.05), 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.

19.07 - Professional Fees and Licenses

Where the Employer requires that an employee, as a condition of employment, shall maintain membership in a professional organization, the Employer shall pay the cost of the annual fees payable by the employee in that organization.

19.08 - Mileage Allowance

Employees required to use their automobiles for the Employer's business will be reimbursed at the rate established by the Fraser Valley Regional District Board of Directors from time to time for Directors' mileage allowance.

19.09 - Travel Time Allowance

Where the Employer requires an employee to:

- (a) work at a building or facility other than the one for which he was hired
- and
- (b) travel from Hope to the Almer Carlson Pool or vice versa, as the case may be,

such employee shall be paid one and one half (1 1/2) hours pay for each return trip.

Shift premiums and overtime rates shall not be paid for time spent in traveling between facilities under this Article.

19.10 - Summer Program Leaders - Pay for overnight excursions

Summer Program Leaders who are required to work three days, two night camp trip excursions or like over night excursions will be paid for twelve hours work per day at regular time rates, and will receive an additional four hours pay to complete the full forty hour work week

ARTICLE 20 - JOB CLASSIFICATION AND RECLASSIFICATION

20.01 - 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.

20.02 - Notice of New Positions or Abolition of Established Positions

The Union 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.

20.03 - Establishment of Salaries or Rates

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

20.04 - 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.

20.05 - 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 Union and the employee(s) concerned.

20.06 - Right to Appeal

The Union shall have the right within thirty (30) days to appeal to the local Bargaining Committee on items covered by the above paragraphs and such appeal shall be in written form and contain valid facts and submissions in contesting salaries, rates, Employer's classification and/or valuations. The local Bargaining

Committee (Article 7.04) will attempt to resolve all appeals on Classification and valuations within thirty (30) calendar days of notification.

20.07 - Arbitration

If the local Bargaining Committee is unable to reach agreement on reclassifications, 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.

20.08 - 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 21 - EMPLOYEE BENEFITS

NOTE: The Provisions of this Article shall be deemed to be amended as required to be consistent with the provisions of the Collective Agreement between the Employer and its other CUPE bargaining unit.

21.01 - Pension

All regular employees shall be covered by the provisions contained in the Municipal Pension Plan including amendments, from the date of their employment. Employees who retire from service with the Employer and who are not eligible for payments from the Municipal Pension Plan shall be paid five (5) working days pay for each year of service with the Employer, as a retirement gratuity at the time of retirement. The rate of pay used shall be the current rate of pay at the time of retirement.

21.02 - Group Medical, Extended Health, Dental and Group and Group Life

Each Regular Employee may participate in the following benefits. The Employer agrees to provide and pay seventy-five percent (75%) of the premiums for same.

- 1) Medical and surgical benefits through the Medical Services Plan of B.C. for employees and their dependents.
- 2) Dental coverage for employees and their dependants in the amount of 100 percent (100%) for Part A (fillings, etc.) and 70 percent (70%) for Part B (crowns, etc.) to a maximum of \$1,500 per year for each person covered and 75 percent (75%) for Part C (orthodontic) to a maximum of \$2,000 lifetime limit for each person covered.
- 3) Extended health care coverage for employees and their dependents, including the eyeglass option to a maximum of \$200 per year for each person covered.
- 4) Group life insurance coverage on a twenty-four hour basis for the principal sum of twice the employee's regular wages to a maximum of \$100,000.
- 5) The Employer shall provide eye examinations as part of the employee benefit plan to a maximum of \$75 every two years per member or dependant.

21.03 Cost Sharing for Employee Benefits

The costs of providing the employee benefits as itemized in Section 21.02 (1), (2), (3) and (4), shall be shared between the employer and the employee, with the employer to pay 75% of the premiums and the employee to pay 25% of the premiums, and any experienced rebates are to be divided in the same proportion as is being used for the payment of premiums.

21.04 - Supplementation of Compensation Award

An employee prevented from performing the employee's regular work with the Employer on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the *Workers' Compensation Act*, and receiving lost time compensation, shall receive from the Employer the difference between the amount of such lost time compensation payable by the Workers' Compensation Board and the employee's regular wages.

21.05 - 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.

21.06 - Death Benefits

All benefits earned or accruing from the employee's period of employment with the Employer shall, in the event of the employee's death, be paid either to a stipulated beneficiary or the employee's estate.

ARTICLE 22 - SAFETY AND HEALTH

22.01 – Safe Operations

(1) The Union and the Employer agree to abide by, comply with, and act in accordance with the Workers' Compensation Act R.S.B.C. 1996 Chap. 492 and regulations and amendments thereto.

(2) The Union and the employer agree it is their mutual intent to conduct a safe operation. No employee shall undertake any work which the employee deems to be unsafe.

22.02 - Occupational Health and Safety - Mutual Cooperation

In accordance with the Workers' Compensation Act R.S.B.C. 1996 Chap. 492, The Union and the Employer shall cooperate in developing and implementing policies and procedures which will afford a safe working environment for all employees under the employee's Collective Agreement.

22.03 - "Joint Health and Safety Committee"

(1) A Joint Health and Safety Committee shall be established composing of a minimum of two members of the bargaining unit and two (2) members of management.

- (2) 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 and the Union. The employer shall retain a copy of all reports as part of the corporate record and shall ensure that all 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.

22.04 - Working in Unsanitary or Dangerous Jobs - Provision of Tools, Safety Equipment and Protective Clothing

(1) The Employer shall provide Employees working in unsanitary or dangerous jobs with all the necessary tools, safety equipment or protective clothing which are required for the safe performance of these duties.

(2) An employee must obtain the Employer's advance authorization before purchasing any tools, safety equipment or protective clothing.

22.05 - Investigation of Accidents

The Joint Health and Safety Committee shall be notified immediately of each reportable accident or injury. The Committee shall investigate and report as soon as possible on the nature and causes of the accident or injury.

22.06 - Pay for Injured Employees

An employee who is injured at work in a job-related accident during working hours and who is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at the employee's 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.

22.07 - Transportation of Accident Victims

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

22.08 - Disclosure of Information

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

22.09 - Safety and Health Reports, Records and Data

The Employer shall provide the members of the Joint Health and Safety 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 23 - TECHNOLOGICAL CHANGE

23.01 - 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.

23.02 - Displacement

No regular employee shall be dismissed by the Employer because of mechanization or technological changes. An employee who is displaced from the employee's 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.

23.03 - Training Program

In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by employees under the existing methods of operation, such employees shall, at the expense of the Employer, be given a minimum period, not to exceed one year, during which they may perfect or acquire the skills necessitated by the new methods of operation. There shall be no change in wage rates during the training period of any such employee and no reduction in pay upon being reclassified in the new position.

23.04 - Significant Technological Change

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

- (a) affects the terms and conditions, or security, of employment of a significant number of employees to whom the employee's Collective Agreement applies; and
- (b) 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 9 of the **Collective Agreement**.

23.05 - Technological Change Committee Review

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 discussed at a Regional District Health and Safety Committee meeting, prior to installation of the said equipment.

If the matter cannot be resolved, either party may refer it to an Arbitration Board pursuant to Article 8.

ARTICLE 24 - JOB SECURITY

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

ARTICLE 25 - UNIFORM AND CLOTHING ALLOWANCES

25.01 - Clothing Equipment to be Provided

The Employer agrees to provide safety clothing and equipment required by the *Workers Compensation Act R.S.B.C. 1996 Chap. 492*. The Employer shall issue protective clothing where mutually deemed to be required by the Union and the Employer.

25.02 - Pool Employee Uniform and Clothing Allowance

Pool Employees shall be provided with two (2) T-shirts and two (2) pairs of shorts per year. Upon proof of need and as a result of job-related reasonable wear and tear, the Employer shall replace issued clothing.

The Employer may issue alternate clothing items not to exceed the cost of issued shirts and shorts for that year should the standard issue not be required by the employee. It is agreed that a list of alternate clothing items will be provided to the employees on an annual basis and that the Employer will consult with the Union in this regard.

25.03 - Arena Employees

Arena Employees shall be provided with two (2) pairs of coveralls per week which shall be cleaned at the Employer's expense.

ARTICLE 26 - GENERAL CONDITIONS

26.01 - Proper Accommodation

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

26.02 - Bulletin Boards

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.

26.03 - Extension of Times

Wherever a stipulated time is mentioned in the Collective Agreement, the said time may be extended by mutual consent of both parties.

26.04 - 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.

26.05 - Plural or Feminine Terms May Apply

Wherever the singular or masculine is used in the Collective 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.

26.06 - Attachments to Agreements

All addendums, appendices, schedules or other attachments to the Collective Agreement, which have been signed and dated by the authorized representatives of the Employer and of the Union shall form part of the Collective Agreement.

26.07 - Sexual Harassment

All personnel have the right to work without sexual harassment. Any complaint alleging sexual harassment will be referred to the Union officer of the employee's choice to be taken up with the Administrator's office to investigate. If the complaint is not resolved, it will be dealt with at step 3 of the grievance procedure.

ARTICLE 27 - TERM OF AGREEMENT

27.01 Duration

The Collective Agreement shall be for the period from and including January 1, 2002 to and including December 31, 2004, 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 the Collective 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.

27.02 - Continuation

Should either party give written notice aforesaid, the Collective 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 shall conclude a renewal or revision of the Collective Agreement or enter into a new Collective Agreement;

whichever is the earliest.

FRASER VALLEY REGIONAL DISTRICT

Per: _____

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 458 (RECREATION GROUP)**

Per: _____

SCHEDULE A

FRASER VALLEY REGIONAL DISTRICT
and
CUPE LOCAL 458
HOPE AND DISTRICT RECREATION BARGAINING UNIT

EMPLOYEE WAGE SCHEDULE

Rates are effective January 1, 2002 and are subject to an increase of 2.5% effective January 1, 2002 with a further 2.5% effective January 1, 2003 and January 1, 2004.

Position	January 1, 2002	January 1, 2003	January 1, 2004
Arena Supervisor	22.76**	23.33**	23.92**
Aquatics Supervisor	20.16***	20.67***	21.18***
Aquasize Specialty Instructor	19.82***	20.32***	20.83***
Fitness Specialty Instructor Golf Specialty Instructor	19.75	20.25	20.75
Iceman	19.36**	19.85**	20.34**
Almer Carlson Pool Supervisor	17.91***	18.35***	18.81***
Summer Program Coordinator	16.47	16.88	17.31
Senior Lifeguard/Instructor	15.65***	16.04***	16.44***
Junior Lifeguard/Instructor	14.46***	14.82***	15.19***
Lifeguard	13.30*	13.64*	13.98*
Cashier/Registration Clerk Program Assistant Ice Attendant Summer Program Leader	11.42	11.70	12.00
Attendant Lifeguard	9.73*	9.97*	10.22*

* Includes \$0.03 per hour additional wage for swimwear requirements

** Includes \$0.06 per hour additional wage for footwear requirements

*** Includes \$0.10 per hour additional wage for swimwear requirements

In witness whereof the parties hereto have set forth their respective hands and seals on the 1st day of January, 1999.

FRASER VALLEY REGIONAL DISTRICT

Per: _____

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 458 (RECREATION GROUP)**

Per: _____

SCHEDULE B

FRASER VALLEY REGIONAL DISTRICT
and
CUPE LOCAL 458
HOPE AND DISTRICT RECREATION BARGAINING UNIT

LETTER OF AGREEMENT - EXCLUDED POSITIONS BY TITLE

Excluded Positions by Title

Manager of Hope and District Recreation Services

Hope and District Recreation Centre Office Manager

In witness whereof the parties hereto have set forth their respective hands and seals on the 1st day of January, 1999.

FRASER VALLEY REGIONAL DISTRICT

Per: _____

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 458 (RECREATION GROUP)**

Per: _____

SCHEDULE C

FRASER VALLEY REGIONAL DISTRICT
and
CUPE LOCAL 458
HOPE AND DISTRICT RECREATION BARGAINING UNIT

LETTER OF AGREEMENT – SUMMER PROGRAM LEADER

DELETED

(Further to 2002-2004 negotiations)

SCHEDULE D

FRASER VALLEY REGIONAL DISTRICT
and
CUPE LOCAL 458
HOPE AND DISTRICT RECREATION BARGAINING UNIT

LETTER OF AGREEMENT - HOURS OF WORK, SHIFTS AND OVERTIME

"WITHOUT PREJUDICE OR PRECEDENT"

The Employer and the Union agree that notwithstanding the provisions of Articles 4 and 14, alternative shift and work schedules may be established by agreement between the Employer and the Union. Should a variance be required from the Employment Standards Branch, the parties agree to make a joint application.

Alternative shift and work schedules shall be for blocks of time equal to one or more appropriate pay periods and posted at least one pay period in advance.

The alternative schedules shall not result in more than six (6) consecutive days of work, or more than twelve (12) hours of work per day, or more than eighty (80) hours per pay period without overtime provisions then applying.

Consultation with affected employees regarding any proposed alternative schedules shall be done through the Union or by the Union prior to its implementation.

Any dispute regarding an alternative schedule shall be immediately referred to the Labour Management Committee in an effort to seek a positive resolution.

In witness whereof the parties hereto have set forth their respective hands and seals on the 1st day of January, 1999.

FRASER VALLEY REGIONAL DISTRICT

Per: _____

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 458 (RECREATION GROUP)**

Per: _____

SCHEDULE E

FRASER VALLEY REGIONAL DISTRICT
and
CUPE LOCAL 458
HOPE AND DISTRICT RECREATION BARGAINING UNIT

LETTER OF AGREEMENT - JOB SECURITY

"WITHOUT PREJUDICE OR PRECEDENT"

The Employer agrees that the layoffs of regular full time employees will not be considered without first consulting the Union. The Employer further agrees to communicate with the Union prior to amalgamation or merger.

In witness whereof the parties hereto have set forth their respective hands and seals on the 1st day of January, 1998.

FRASER VALLEY REGIONAL DISTRICT

Per: _____

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 458 (RECREATION GROUP)**

Per: _____

SCHEDULE F

FRASER VALLEY REGIONAL DISTRICT
and
CUPE LOCAL 458
HOPE AND DISTRICT RECREATION BARGAINING UNIT

LETTER OF AGREEMENT

Overtime Rates on Statutory Holidays - Article 14.06(2)

"WITHOUT PREJUDICE OR PRECEDENT"

The Employer and the Union agree that notwithstanding the provisions of Article 14.06(2) - the following exceptions apply:

1. On the following paid holidays, the parties agree that employees shall receive time and one-half plus a day with pay in lieu if such day is their regular work day for full time employees, or (part time employees) are scheduled that day at least one week in advance for, and they work that day.
2. Regular employees who work full time shall have the option of not working such days provided they advise the Employer in writing, at least two (2) weeks in advance and there is a part time employee available to work that day.
3. During peak season, regular full time employees shall agree to bank their lieu days to be taken at a mutually agreed time during non-peak season.
4. Paid holidays for the purpose of the employee's Letter of Agreement are as follows:
 - New Year's Day
 - Queen's Birthday
 - Canada Day
 - B.C. Day
 - Remembrance Day
 - Boxing Day

In witness whereof the parties hereto have set forth their respective hands and seals on the 1st day of January, 1999.

FRASER VALLEY REGIONAL DISTRICT

Per: _____

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 458 (RECREATION GROUP)**

Per: _____

SCHEDULE G

FRASER VALLEY REGIONAL DISTRICT
and
CUPE LOCAL 458
HOPE AND DISTRICT RECREATION BARGAINING UNIT

LETTER OF AGREEMENT - SUCCESSORSHIP

The Employer agrees to consult with the Union within a reasonable period of time in the event that a third party is prepared to assume responsibly for the administration of the Hope and District Recreation Centre.

In witness whereof the parties hereto have set forth their respective hands and seals on the 1st day of January, 1999.

FRASER VALLEY REGIONAL DISTRICT

Per: _____

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 458 (RECREATION GROUP)**

Per: _____

FRASER VALLEY REGIONAL DISTRICT
and
CUPE LOCAL 458
HOPE AND DISTRICT RECREATION BARGAINING UNIT

LETTER OF UNDERSTANDING #1

Employee Certification Process

The parties agree that the costs to obtain new certifications and recertifications, as required by the Employer for in-service employees in the position for which the new certification or recertification is required, shall be borne by the Employer.

The parties agree that it is the responsibility of an external applicant, or in-service applicant who does not hold a requisite certification for the position to which they are applying, to bear the costs associated with obtaining a new certification as required by the Employer. It is furthermore agreed that obtaining the requisite certification shall be a condition of passing probation and that the probationary period may not be extended beyond 12 months for this purpose. Once the certification is obtained and the probationary period has ended, the Employer shall be responsible for the costs of recertification.

The Parties agree that the Employee shall reimburse the Employer the costs of certification or recertification if the Employee resigns his/her position to take a similar position elsewhere within 6 months from the time of certification or recertification.

FRASER VALLEY REGIONAL DISTRICT

Per: _____

**CANADIAN UNION OF PUBLIC
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Per: _____

FRASER VALLEY REGIONAL DISTRICT
and
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HOPE AND DISTRICT RECREATION BARGAINING UNIT

LETTER OF UNDERSTANDING #2

The Employer and the Union agree that notwithstanding the provision of Article 4.05 and 14.10(a), fulltime employees may choose to not have a lunch break scheduled into their shifts, working an eight hour day with only their two fifteen minute breaks available to them.

Employees that wish to exercise this agreement must sign this document below.

Employees that wish to change from this agreement and take unpaid lunch breaks shall in writing request for such a change to their supervisor and the Union Shop Steward.

Employee signature: _____ Date: _____

Employee signature: _____ Date: _____

Employee signature: _____ Date: _____

Employee signature: _____ Date: _____

Employee signature: _____ Date: _____

Employee signature: _____ Date: _____

FRASER VALLEY REGIONAL DISTRICT

Per: _____

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 458 (RECREATION GROUP)**

Per: _____

FRASER VALLEY REGIONAL DISTRICT
and
CUPE LOCAL 458
HOPE AND DISTRICT RECREATION BARGAINING UNIT

LETTER OF UNDERSTANDING #3

Scheduling by Seniority

The parties agree that the Employer shall schedule by seniority within each employee classification, subject to the following exceptions:

- (a) Swim Club Coach for DSAC and AC Pool;
- (b) Licensed Programs
- (c) Special Programs – Program Assistants

FRASER VALLEY REGIONAL DISTRICT

Per: _____

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 458 (RECREATION GROUP)**

Per: _____

FRASER VALLEY REGIONAL DISTRICT
and
CUPE LOCAL 458
HOPE AND DISTRICT RECREATION BARGAINING UNIT

LETTER OF UNDERSTANDING #4

Eye Examinations; Article 21.02

The parties agree to increase the extended health deductible from \$25 per annum to \$75 per annum.

The savings associated with this increase in deductible allow for the provision of eye exams.

The Employer agrees to provide this benefit to a maximum of \$75 every two (2) years per eligible party.

FRASER VALLEY REGIONAL DISTRICT

Per: _____

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 458 (RECREATION GROUP)**

Per: _____