

**COLLECTIVE AGREEMENT**

**between the**

**TOWN OF GIBSONS**

**and the**

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

**Effective from January 1, 2017 to December 31, 2021**

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**DEFINITIONS**

For the purpose of this agreement:

- (1) "*bargaining unit*" - is the unit for collective bargaining described in the certification issued by the Labour Relations Board to February 7, 1980. The unit for collective bargaining is described in Clause 2.1 of this agreement.
- (2) "*basic pay*" - means the rate of pay negotiated by the parties to this agreement.
- (3) "*child*" - means a person not yet of age (i.e., under 19 years of age) and shall include a ward of the Superintendent of Child Welfare or a child of a spouse.
- (4) "*common-law spouse*" - includes same sex and opposite sex individuals where the employee has signed a declaration or affidavit that the employee has been living in a common-law relationship for at least 12 months.
- (5) "*discharge*" - is the separation of an employee from the Town of Gibsons for just cause;
- (6) "*employee*" - means a member of the bargaining unit and includes:
  - (a) "*regular full-time employee*" - meaning an employee who is employed for work which is continuous and has been appointed to a regular position and who works 37½ hours per week;
  - (b) "*regular part-time employee*" - meaning an employee who is employed for work which is continuous and has been appointed to a position that is less than full-time hours as stated in (a) above. The provisions of the collective agreement apply to eligible part-time employees on a pro rata basis;
  - (c) "*temporary employee*" - meaning an employee who is employed for work such as:
    - (i) seasonal work;
    - (ii) special projects;
    - (iii) special programs such as the student employment program, winter works programs for the unemployed, emergencies such as floods or other special temporary programs;
  - (d) "*casual employee*" - meaning an employee who is not regularly scheduled to work but is employed to relieve vacancies for vacation, sick leave, education, maternity, union business and other time off regulated under the collective agreement in the regular schedule or to perform emergency or non-reoccurring or irregular short-term relief work as required by the Employer;
  - (e) "*employee*" - does not include incumbents of managerial or confidential positions.
- (7) "*Employer*" - means The Town of Gibsons.
- (8) "*layoff*" - means a cessation of employment of a regular employee resulting from any of the following:
  - (a) a reduction in the amount of work required to be done by the Employer;
  - (b) a reorganization;
  - (c) program termination;
  - (d) closure;
  - (e) other material change in organization.

- (9) "*position changes*"
- (a) "*promotion*" - being awarded a position in a different classification with a higher salary level, excluding positions in which an employee has been temporarily placed.
  - (b) "*demotion*" - being awarded a position in a different classification with a lower salary level, excluding positions in which an employee has been temporarily placed.
  - (c) "*transfer*" - being awarded a position in a different classification with the same salary level, excluding positions in which an employee has been temporarily placed.
- (10) "*resignation*" - means a voluntary notice by the employee that the employee is ceasing employment.
- (11) "*shift*" - means the period of scheduled straight-time working hours on a scheduled workday.
- (12) "*spouse*" - includes husband, wife and common-law spouse.
- (13) "*Town*" - means The Town of Gibsons.
- (14) "*Union*" - means the B.C. Government and Service Employees' Union (BCGEU).

## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

The purpose of this agreement is to set forth the terms and conditions of employment, and wage rates applicable to members of the bargaining unit and to establish procedures for the resolution of disputes concerning the interpretation, application or alleged violation of such matters during the term of this agreement.

### 1.2 Use of Singular and Plural

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

### 1.3 Future Legislation

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

### 1.4 Conflict with Policy

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

### 1.5 Human Rights Code

The Union and the Employer subscribe to the principles of the BC *Human Rights Code*.

### 1.6 No Discrimination, Harassment or Bullying

- (a) The Union and the Employer recognize the right of employees to work in a respectful environment free from discrimination, harassment and bullying. The Employer, in cooperation with the Union, will



promote a work environment that is free from discrimination, harassment and bullying where all employees are treated with respect and dignity.

(b) This clause does not preclude an employee from filing a complaint under Section 13 of the *BC Human Rights Code*; however, an employee shall not be entitled to duplication of process. An employee making a complaint must choose to direct a complaint to either the BC Human Rights Tribunal or the complaint procedures set out in Clause 1.10. In either event a complaint shall not form the basis of a grievance. The Employer will deal with the complaint with confidentiality.

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

(d) The Union and the Employer agree that substantiated cases may be cause for discipline, up to and including dismissal.

(e) Discrimination and harassment relates to any of the prohibited grounds contained in the *BC Human Rights Code*. Grounds for discrimination and harassment include race, colour, ancestry, place of origin, political beliefs, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age, or because a person has been convicted of a criminal or summary conviction offense that is unrelated to employment.

(f) Prohibited conduct may be verbal, non-verbal, physical, deliberate or unintended, unsolicited or unwelcome, as determined by a reasonable person. It may be one incident or a series of incidents, depending on the context.

(g) Any employee who feels that they are subject to discrimination, harassment and bullying may file a complaint pursuant to Clause 1.10. Notwithstanding the process in Clause 1.10, where appropriate, the parties may agree to use any other process available to them, including Section 98 of the *Labour Relations Code*, to resolve complaints under this clause.

### **1.7 Sexual Harassment**

(a) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment. An employee allegedly being harassed shall register the complaint as per Clause 1.10. The Employer shall deal with the complaint with confidentiality.

(b) The parties agree that substantiated cases of sexual harassment may be cause for discipline, up to and including dismissal.

(c) Sexual harassment is defined as any unwelcome comment or conduct of a sexual nature, sexually oriented verbal or physical behaviour that an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment or lead to adverse job-related consequences for the victim of the harassment. Such behaviour could include, but is not limited to:

- touching, patting or other physical contact;
- leering, staring or the making of sexual gestures;
- demands for sexual favours;
- verbal abuse or threats;
- unwanted sexual invitations;
- physical assault of a sexual nature;
- distribution or display of sexual or offensive pictures or material;
- unwanted questions or comments of a sexual nature;
- practical jokes of a sexual nature.

- (d) To constitute sexual harassment, behaviour may be repeated or persistent or may be a single serious incident.
- (e) Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.
- (f) Both males and females can be sexually harassed by members of either sex.
- (g) This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

### **1.8 Personal Harassment**

- (a) The Employer and the Union recognise the right of employees to work in an environment free from personal harassment. The Employer shall take such actions as are necessary to protect employees from personal harassment.
- (b) Personal harassment is defined as behaviours which are directed at an individual, which cause substantial distress in that person, serves no legitimate work-related purpose and which ought reasonably be known to be inappropriate. Such behaviour could include, but is not limited to:
  - (1) physical threats or intimidation;
  - (2) word, gestures or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person;
  - (3) distribution or display of offensive pictures or materials.
- (c) To constitute personal harassment, behaviour may be repeated or persistent or may be a single serious incident.
- (d) The parties agree that substantiated cases of personal harassment may be cause for discipline, up to and including dismissal.
- (e) Personal harassment does not include actions occasioned through the exercising in good faith of the Employer's supervisory rights and responsibilities.

### **1.9 Bullying**

- (a) The Employer and Union supports the rights of all people to work in an environment free from bullying. Everyone is expected to adhere to acceptable conducts at all times by respecting the rights and feelings of others and by refraining from any behaviour that might be harmful to others.
- (b) Bullying is verbal or physical conduct that over a period of time, continuously and systematically:
  - (1) intimidates, shows hostility, threatens and offends others;
  - (2) interferes with a worker's performance;
  - (3) otherwise adversely affects others.
- (c) Bullying conduct includes, but is not limited to:
  - name calling;
  - humiliation;
  - spreading rumours;
  - gossiping;

- public ridicule;
- scapegoating and blaming;
- taunting;
- ostracizing;
- sexualizing;
- making racial or ethnic slurs;
- treating people like they are invisible;
- rude interruptions;
- sarcastic jokes;
- invading one's personal territory;
- giving limited information, then blaming;
- cyber-bullying (bullying through email, internet, text messaging, internet websites, etc.);
- removing areas of responsibilities without cause;
- constantly changing work guidelines;
- establishing impossible deadlines that will set up the individual to fail;
- assigning unreasonable duties or workload which are unfavorable to one person (in a way that creates unnecessary pressure);
- underwork – creating a feeling of uselessness;
- criticising a person persistently or constantly;
- belittling a person's opinions;
- unwarranted (or undeserved) punishment;
- blocking applications for training, leave or promotion;
- tampering with a persons personal belongings or work equipment.

(d) The parties agree that substantiated cases of bullying may be cause for discipline, up to and including dismissal.

### **1.10 Complaint Procedures**

(a) Before proceeding to the formal complaint mechanism, an employee who believes he or she has a complaint of harassment, discrimination or bullying may approach their supervisory personnel, union steward or other contact person to discuss potential means of resolving a complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction, the matter is deemed to be resolved. If the matter is not resolved to the complainant's satisfaction, then the employee may submit a formal complaint.

(b) In the case of a complaint, the following shall apply:

- (1) An employee (complainant) who wishes to pursue a complaint may submit a complaint in writing within six months of the latest alleged occurrence directly to the Chief Administrative Officer. If the complaint is about the Chief Administrative Officer, the employee may submit his or her complaint to the Director of Finance.

- (2) Upon receipt of the written complaint, the Employer shall notify in writing the designated union staff representative. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer
- (3) A written complaint shall specify the details of the allegation(s) including:
- (i) name and title of the respondent;
  - (ii) a description of the action(s), conduct, events or circumstances involved in the complaint;
  - (iii) the specific remedy sought to satisfy the complaint;
  - (iv) date(s) of incidents;
  - (v) name(s) of witnesses, if any;
  - (vi) attach any supporting documents, such as emails, handwritten notes, or photographs;
  - (vii) prior attempts to resolve, if any.
- (c) An alleged harasser (respondent) shall be given notice of the substance of such a complaint under this article and shall be entitled to attend, participate in, and be represented during investigation of the complaint.
- (d) The Chief Administrative Officer/Director of Finance will acknowledge, in writing, receipt of the complaint and determine the appropriate individual to conduct the investigation, which can include a third party investigator.
- (e) Investigations will be undertaken promptly and diligently and will generally include interviews of the complainant, respondent and any witnesses. The investigator will submit his/her written report to the Chief Administrative Officer/Director of Finance with conclusions within 30 days of receipt of the complaint. The complainant, respondent and Union will be advised of the investigation findings. If the parties agree, the investigator can attempt to resolve the matter by way of a conflict resolution process.
- (f) The complainant, respondent and witnesses interviewed in any stage of the investigation process are entitled to have a union representative present at any meeting held pursuant to the above investigation.
- (g) Pending determination of the complaint, the Town may take interim measures to separate the complainant and respondent if deemed necessary.
- (h) In cases where harassment may result in the transfer of an employee, every effort will be made to relocate the harasser, except that the harassee may be transferred with his/her written consent.
- (i) Where either the complainant or the respondent, in conjunction with the Union, is not satisfied with the Employer's response, the Union will put the complaint, within 30 days, before a mutually agreed upon, independent adjudicator who specializes in cases of personal harassment or sexual harassment. The adjudicator shall work with the parties to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator shall have the right to:
- (1) dismiss the complaint;
  - (2) determine the appropriate level of discipline to be applied to the harasser;

- (3) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.
- (j) Disciplinary action taken against a harasser pursuant to this article, shall not form the basis of a grievance.
- (k) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer will take appropriate action, which may include discipline.
- (l) This article does not preclude an employee from filing a complaint under Section 8 of the *BC Human Rights Code*. However, an employee shall not be entitled to duplication of process. An employee making a complaint must choose to direct a complaint to either the BC Human Rights Tribunal or the process specified above. In either event, a complaint of personal harassment or sexual harassment shall not form the basis of a grievance.
- (m) Complaints under the article shall be treated in strict confidence by all parties involved. All documentation concerning the alleged complaint shall be sealed at the conclusion of the process.

## ARTICLE 2 - UNION RECOGNITION

### 2.1 Bargaining Unit Defined

- (a) The bargaining unit shall comprise all employees included in the certificate issued by the Labour Relations Board of BC on February 7, 1980, save and except the Chief Administrative Officer, the Corporate Officer, the Director of Finance, the Director of Planning, the Director of Engineering, the Director of Public Works, the Director of Parks and Cultural Services, and the Deputy Treasurer.
- (b) New positions created will be included within the bargaining unit unless exclusion is mutually agreed upon or the Labour Relations Board so determines union recognition.

### 2.2 Union Recognition

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees to whom the certification issued by the Labour Relations Board on February 7, 1980 applies.

### 2.3 Rights of Stewards

The Employer recognizes the Union's right to select stewards to represent employees. The Employer and the Union shall agree on one steward from each work area (Public Works, Administration, Parks). The number of stewards may be changed by mutual agreement. The Union agrees to provide the Employer with a list of the employees designated as stewards.

A steward, or his/her alternate, shall obtain the permission of his/her immediate supervisor before leaving his/her work to perform his/her duties as a steward. Such permissions shall not be unreasonably withheld. On resuming his/her normal duties, the steward shall notify his/her supervisor.

The duties of stewards shall include:

- (a) investigation of complaints of an urgent nature;
- (b) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
- (c) supervision of ballot boxes and other related functions during ratification votes;

- (d) carrying out duties within the realm of safety responsibilities, these being recognized as complaints of an urgent nature which require immediate attention;
- (e) attending meetings called by management.

#### **2.4 Bulletin Boards**

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

#### **2.5 Right to Refuse to Cross Picket Line**

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

#### **2.6 Union Leave**

- (a) Leave of absence without pay and without loss of seniority will be granted:
  - (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
  - (2) for elected or appointed representatives of the Union to attend union business, which requires them to leave their premises of employment;
  - (3) for a maximum of three employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee;
  - (4) to employees called by the Union to appear as a witness before an arbitration board;
  - (5) for employees selected to a full-time position with the Union for a period of one year;
  - (6) for an employee elected to the position of President or Treasurer of the B.C. Government and Service Employees' Union for the duration of the term;
  - (7) for an employee elected to any body to which the Union is affiliated for a period of one year and the leave shall be renewed upon request.
- (b) Leave of absence without loss of pay and without loss of seniority will be granted:
  - (1) to a maximum of three employees who are representatives of the Union on the Bargaining Committee to carry on negotiations with the Employer;
  - (2) to stewards, or their alternates, to perform their duties pursuant to Clause 2.3;
  - (3) where employees are appointed by the Union as union representatives on joint labour/management committees as specified in this agreement to attend such meetings.

#### **2.7 Union Leave Provisions**

Leave of absence granted under this article shall include sufficient travel time. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld. To facilitate the administration of Clause 2.6(a), when leave without pay is granted, except for Clause 2.6(a)(5), the leave shall be given with

pay and the Union shall reimburse the Employer for the appropriate salary costs, including travel time incurred.

### **2.8 No Discrimination for Union Activity**

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

### **2.9 Correspondence**

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

### **2.10 Union Insignia**

- (a) A union member shall have the right to wear or display the recognized insignia of the Union.
- (b) The Union agrees to furnish to the Employer at least one union shop card, for each of the Employer's places of operation covered by this agreement, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.

### **2.11 No Other Agreement**

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

## **ARTICLE 3 - MANAGEMENT RIGHTS**

Management shall have full authority to:

- (a) maintain order, discipline and efficiency;
- (b) hire, classify, discharge, transfer, promote, demote or discipline employees.
- (c) Generally to manage the enterprises in which the Employer is engaged, and without restricting the generality of the foregoing to determine the number and location of offices, activities in which to engage, services to be provided, methods of operating, schedules of operation, kinds and locations of all equipment to be used, working procedures and standards of performance.
- (d) The foregoing rights shall not be exercised in contravention to the terms of this agreement or the *Labour Relations Code* of British Columbia, and shall be subject to the grievance procedure.

## **ARTICLE 4 - NO STRIKES AND LOCKOUTS**

Pursuant to Sections 57(1) and (2) of the *Labour Relations Code*:

*"Strikes and lockouts prohibited during term of collective agreement"*

- (1) *An employee bound by a collective agreement entered into before or after the coming into force of this Code shall not strike during the term of the collective agreement, and a person must not declare or authorize a strike of those employees during that term.*

(2) *An employer bound by a collective agreement entered into before or after the coming into force of this Code must not during the term of the collective agreement lockout an employee bound by the collective agreement."*

#### **ARTICLE 5 - UNION SECURITY**

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

#### **ARTICLE 6 - CHECK-OFF OF UNION DUES AND ASSESSMENTS**

##### **6.1 Membership Dues**

Employees shall be required to pay regular monthly dues to the Union as a condition of employment and the Employer shall collect such dues through payroll deduction and remit to the Union monthly.

##### **6.2 Authorization to Deduct from Pay**

Employees shall, as a condition of employment, complete an authorization form providing for the deduction from the employee's monthly wages or salary the amount of the regular monthly dues payable to the Union by a member of the Union.

##### **6.3 Deduction of Union Assessments**

The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.

##### **6.4 Employees Who Cease Employment**

A report of employees who cease employment will be provided to the Union on a quarterly basis.

#### **ARTICLE 7 - EMPLOYER-UNION RELATIONS**

##### **7.1 Representation**

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

##### **7.2 Bargaining Committee**

A union bargaining committee shall be appointed by the Union and shall consist of up to three members of the Union one of which shall be from each work area, (Public Works, Administration, and Parks). One of these shall be the bargaining unit Chairperson. The Bargaining Committee shall also consist of a designate appointed by the President of the Union. The Union shall have the right at any time to have the assistance of members of the staff of the Union when negotiating with the Employer.

##### **7.3 Access to Employer's Premises**

The Employer agrees that access to its premises will be granted to members of the staff or elected/appointed officials of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance. The above-noted union representatives shall notify the designated supervisory official in advance of their intention and their



purpose for entering and shall not interfere with the operation of the department or section concerned. In order to facilitate the orderly, as well as the confidential, investigation of grievances the Employer will when possible make available to union representatives or stewards temporary use of an office or similar facility.

#### **7.4 Technical Information**

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

#### **7.5 Labour/Management Committee**

(a) There will be established a labour/management committee composed of one Union appointed representative and one Employer appointed representative from each of the work areas: Public Works, Administration, and Parks. The Committee shall meet at least every month unless it is mutually agreed to postpone or cancel the meeting.

(b) The Chair responsibilities will rotate on an equitable basis. An employer representative and a union representative shall alternate in presiding over meetings. Employees shall not suffer any loss of basic pay for time spent on this committee.

(c) At no time shall the Labour/Management Committee be empowered to alter or amend the collective agreement. The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and shall not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.

(d) The Committee may make non-binding recommendations to the Union and the Employer on the following:

- (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
- (2) correcting conditions causing grievances and misunderstanding; and
- (3) issues relating to the workplace such as:
  - (i) to promote cooperative resolution of workplace issues;
  - (ii) to respond and adapt to changes in the economy;
  - (iii) to foster the development of work related skills;
  - (iv) to promote workplace productivity.

#### **7.6 Employer and Union to Acquaint New Employees**

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

## ARTICLE 8 - GRIEVANCES

### 8.1 Grievance Procedure

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

- (a) differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this agreement, including a question as to whether or not a matter is subject to arbitration; or
- (b) the dismissal, discipline, or suspension of an employee bound by this agreement.

### 8.2 Right to Grieve Other Disciplinary Action

- (a) Disciplinary action grievable by the employee shall include written censures, letters of reprimand and adverse reports of performance. An employee shall be given a copy of any document placed on the employee's file. Should an employee dispute any such entry in his/her file, he/she shall be entitled recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record.
- (b) Any such document, other than official appraisal reports, shall be removed from the employee's file after the expiration of 18 months from the date it was issued provided there has not been a similar further infraction. The 18 months will be extended by the length of any unpaid absences of greater than 30 continuous workdays which occur during the 18 month period.
- (c) The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.
- (d) Should the Employer fail to remove a document after 18 months, the document shall be considered removed and will not be referred to in any subsequent proceeding.
- (e) The procedure for resolving a grievance shall be the grievance procedure in this article.

### 8.3 Step 1

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

### 8.4 Time Limit to Present Initial Grievance

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Clause 8.5, must do so not later than 30 days after the date:

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

### 8.5 Step 2

- (a) Subject to the time limits in Clause 8.4, the employee may present a grievance at this level by:
  - (1) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;

- (2) stating the article or articles of the agreement infringed upon or alleged to have been violated, and the remedy or correction required; and
  - (3) transmitting this grievance to the designated local supervisor through the union steward.
- (b) The local supervisor shall:
- (1) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2;
  - (2) provide the employee with a receipt stating the date on which the grievance was received.
- (c) The representative of the Employer authorized to deal with grievances shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time the grievance is presented.

### **8.6 Time Limit to Reply at Step 2**

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

### **8.7 Step 3**

The President of the Union or his/her designate may present a grievance at Step 3:

- (a) within 14 days after the decision has been conveyed to the Union by the representative designated by the Employer to handle grievances at Step 2;
- (b) within 14 days after the Employer's reply was due.

### **8.8 Time Limit to Reply at Step 3**

The representative designated by the Employer to handle grievances at Step 3 shall reply in writing to the Union regarding the grievance within 30 days of receipt of the grievance at Step 3.

### **8.9 Abandonment of Grievance**

If the President of the Union or his/her designate, does not present a grievance to the next higher level within the prescribed time limits, the grievance will be deemed to be abandoned. However, the Union shall not be deemed to have prejudiced its position on any future grievance.

### **8.10 Time Limit to Submit to Arbitration**

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

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

### **8.11 Amending Time Limits**

The time limits fixed in this grievance procedure may be altered by mutual consent of the parties but the same must be in writing. Where a grievance or a reply is presented by mail it shall be deemed to be presented on the day on which it is postmarked and it shall be deemed to be received on the day it was delivered to the appropriate office of the Employer or Union. Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by registered mail, facsimile, or other mutually agreeable means.

**8.12 Dismissal and Suspension Grievances**

- (a) The Employer shall notify an employee in writing of its decision to suspend, or discharge, the employee and shall in notice indicate the reasons for the action.
- (b) A copy of the written notice of dismissal or suspension shall be forwarded to the President of the Union or his/her designate within five days of the action being taken.
- (c) The employee, within five working days of receiving the notice, may file a grievance regarding the Employer's actions.
- (d) The grievance shall be heard by a single arbitrator within 10 working days of filing. The Arbitrator shall be selected from a mutually agreed list on the basis of the person who is available to hear the case within 10 days.
- (e) The Arbitrator shall announce his/her decision orally or by letter within 10 working days of the hearing, with written reasons to follow.

**8.13 Deviation from Grievance Procedure**

The Employer agrees that after a grievance has been initiated by the Union, the Employer's representative will not enter into discussion or negotiation, with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union. In the event that after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that pursuant to this article, the grievance shall be considered to have been abandoned.

**8.14 Disputes on General Application**

Where either party disputes the general application, interpretation or alleged violation of an article of this agreement, the dispute shall be discussed initially with the Employer or the Union as the case may be. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 9 of this agreement.

**8.15 Right to Have Steward Present**

- (a) An employee shall have the right to have his/her steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action, and in such matters management shall not act without just cause and shall bear the burden of proof for such cause. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance of the purpose of the interview in order that the employee may contact his/her steward, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.
- (b) A steward shall have the right to consult with a staff representative of the Union and to have a local union representative present at any discussion with supervisory personnel which the steward believes might be the basis of disciplinary action against the steward.

**8.16 Personnel File**

An employee, or the President of the Union or his/her designate with the written authority of an employee, shall be entitled to review an employee's personnel file, in the office in which the file is normally kept. Reasonable notice must be given. Copies of the contents of the file may be made.

### 8.17 Employee Appraisal Forms

Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity after the interview to read and review the appraisal. Provision shall be made on the appraisal form for an employee to sign it. The form shall provide for the employee's signature in two places, one indicating that the employee has read and accepts the appraisal, and the other indicating the employee disagrees with the appraisal. The appraisal form will provide a space for the employee's rebuttal that shall only be used if the employee has signed that the employee disagrees with the appraisal. The employee shall sign in only one of the places provided. An employee shall, upon request, receive a copy of this appraisal report at the time of signing. An employee appraisal shall not be changed after an employee has signed it, without the knowledge of the employee. The parties agree that the appraisal report is not considered disciplinary.

## ARTICLE 9 - ARBITRATION

### 9.1 Notification

Where a difference arising between the parties relating to the interpretation, application or administration of this agreement, including any questions as to whether a matter is arbitrable or where an allegation is made that a term or condition of this agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 8, notify the other party within 30 days of the receipt of the reply at the third step of its desire to submit the difference or allegations to arbitration.

### 9.2 Expedited Arbitration

If the parties mutually agree to resolve a grievance through expedited arbitration, the following terms, conditions and process to resolve it by non-precedential expedited arbitration apply:

- (a) All grievances shall be considered suitable for expedited arbitration, except grievances in the nature of:
  - (1) policy grievances;
  - (2) grievances requiring substantial interpretation of a provision of the agreement;
  - (3) grievances requiring the presentation of extrinsic evidence;
  - (4) dismissals;
  - (5) rejection on probation;
  - (6) grievances involving a claim of duty to accommodate;
  - (7) demotions; and
  - (8) suspensions of 20 days or greater.
- (b) By mutual agreement, a grievance falling into any of the above listed categories may be resolved by expedited arbitration.
- (c) The parties will mutually agree on a single arbitrator to hear and resolve the matter.
- (d) The expedited arbitration process is intended to be informal.
- (e) Outside counsel will not be used to represent either party.
- (f) The party initiating the grievance shall in every case prepare a proposed agreed statement of facts which must be delivered to the other side, in addition to any reliance documents, 14 days prior to the hearing. The other side must provide a substantial response (the reasons for not agreeing with a proposed fact must be stated and, if applicable an alternate proposed fact proposed) to the proposed

agreed statement of facts and provide any reliance documents seven days prior to the hearing. The parties shall make every effort to agree on facts not in dispute.

(g) All presentations are to be short and concise and shall begin with comprehensive opening statements, to be delivered at the commencement of the hearing, by both parties.

(h) The parties agree to minimize the use of legal authorities during their arguments.

(i) The Arbitrator shall render a decision within 14 working days of the arbitration hearing.

(j) Prior to rendering a decision, the Arbitrator may assist the parties by attempting to mediate a resolution to the grievance.

(k) All decisions of the Arbitrator are to be limited in application to the particular dispute and are without prejudice. Expedited arbitration awards shall be of no precedential value and shall not be referred to by the parties in respect of any other matter other than further disciplinary action regarding the same employee.

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

(m) The parties shall equally share the cost of the fees and expenses of the Arbitrator.

### **9.3 Appointment of Arbitrator for Formal Arbitration**

(a) Where a grievance is to be determined by arbitration that is not suitable for expedited arbitration pursuant to Clause 9.2 above, either party may refer the grievance to the formal arbitration procedure.

(b) Once either party has made such a referral, the parties shall agree upon an arbitrator to be assigned from a mutually agreed to list of arbitrators.

(c) Depending on availability, the Arbitrator shall be assigned on a rotating basis from the following list:

- Mark Brown
- Joan Gordon
- Ken Saunders

(d) This list may be updated by mutual agreement by adding one additional name no more than once a year.

(e) The Arbitrator assigned may determine his/her own procedure in accordance with the relevant legislation and shall give full opportunity to all parties to present evidence and make representations. The Arbitrator shall hear and determine the difference or allegation and shall render a decision within 30 days of the conclusion of the hearing.

### **9.4 Decision of Arbitrator**

The decision of the Arbitrator shall be final, binding and enforceable on the parties. The Arbitrator shall have the power to dispose of a dismissal or discipline grievance by any arrangement which he/she deems just and equitable. However, the Arbitrator shall not have the power to change this agreement or to alter, modify or amend any of its provisions.

### **9.5 Disagreement on Decision**

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify his/her decision, which he/she shall make every effort to do within seven days.

**9.6 Cost Sharing**

Each party to the arbitration will be responsible for its own costs and will share equally the costs associated with the Arbitrator.

**9.7 Amending Time Limits**

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

**9.8 Witnesses**

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

**9.9 Technical Errors or Omissions**

No technical error or omission will render a grievance inarbitrable.

**ARTICLE 10 - SENIORITY****10.1 Seniority Defined**

- (a) Seniority means an employee's length of service with the Employer measured in regular hours paid.
- (b) Seniority shall accrue while an employee is on pregnancy leave, parental leave, WCB, union leave, political office leave, leaves of absence without pay for periods under 30 days; and for a maximum of two years for leaves of illness or on STD or LTD.

**10.2 Seniority List**

The Employer shall maintain a seniority list for regular employees. Seniority lists shall be posted quarterly and no later than the 15<sup>th</sup> of the month. A copy will be sent to the President of the Union or his/her designate. The list shall be deemed to be correct if no objection has been made within 30 days of the posting.

**10.3 Loss of Seniority**

An employee shall lose his/her seniority and shall no longer be an employee in the event that:

- (a) he/she is discharged for just cause;
- (b) he/she voluntarily terminates his/her employment;
- (c) he/she is on layoff for one year;
- (d) he/she abandons his/her position;
- (e) he/she retires.

**10.4 Re-Employment**

- (a) A regular employee who resigns his/her position and within 90 days is re-employed, shall be granted a leave of absence covering those days absent and shall retain all previous rights in relation to seniority and other fringe benefits.

- (b) An employee who verbally or in writing offers his/her resignation shall have 24 hours, exclusive of weekends or general holidays, to reconsider and retract, in writing, his/her resignation.

### **10.5 Abandonment of Position**

An employee who fails to report for duty for five consecutive days without informing the Employer of the reason for his/her absence will be presumed to have abandoned his/her position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Employer.

## **ARTICLE 11 - LAYOFF AND RECALL**

### **11.1 Layoff Provisions**

- (a) Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit-wide seniority. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the less senior employee.
- (b) Part-time employees may only exercise bumping rights based upon seniority in relation to other part-time employees and in turn may only be bumped by full-time employees possessing greater seniority subject to Clause 11.1(a) above.

### **11.2 Recall Provisions**

- (a) Employees on layoff shall be recalled to work on the basis of their seniority provided they are qualified to perform the work available.
- (b) In the event that a supervisor is unable to contact the first recallable employee by telephone, a double registered letter shall be mailed to the employee, at the most recent address available. If within seven days no response has been received, the second recallable employee shall be recalled on a temporary basis. If within a further 14 days there has been no response the employee shall be regarded as unavailable for recall and his/her seniority and eligibility for recall permanently cancelled.

### **11.3 Notice of Layoff**

The Employer shall notify regular employees who are to be laid off 30 days prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this article, he/she shall be paid for the days for which work was not made available.

### **11.4 Severance Pay**

Within 30 days of receipt of notice of layoff, an employee will be entitled to resign with severance pay based upon years of service as follows:

- (a) for the first year of completed employment - three weeks' current salary;  
(b) for the second year of completed employment - three weeks' current salary;  
(c) for each completed year thereafter - one-half month's current salary.

The employee will not receive an amount greater than six months' current salary.



**ARTICLE 12 - REST PERIODS****12.1 Rest Periods**

- (a) An employee working a full day shall be allowed a 15 minute rest period at the worksite in each of the first half and second half of the shift.
- (b) An employee working less than a full-time day shall have a 15 minute rest period during each continuous work period of three hours or more.
- (c) Rest periods shall not begin until one hour after the commencement of work and not later than one hour prior to a meal period or the end of a shift.

**12.2 Meal Periods**

Meal periods shall be scheduled as close as possible to the middle of the workday. The length of the meal period shall not be less than 30 minutes and not more than 60 minutes.

**12.3 Exchange of Shifts**

Employees may exchange shifts with the approval of the Employer, provided that whenever possible, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.

**12.4 Overtime in Lieu of Rest Period/Meal Period**

Employees who have been directed by the Employer to work through a rest period as per Clause 12.1 or a meal period as per Clause 12.2 will be compensated at the applicable overtime rate for the rest or meal period.

**ARTICLE 13 - HOURS OF WORK****13.1 Hours of Work**

- (a) The regular hourly schedule for employees on a five day workweek shall not exceed seven and one-half hours per day except for those on a modified workweek, an average of 37½ hours per week, and 1,950 hours per annum.
- (b) Notwithstanding anything contained in this agreement, Section 34(3) of the *Employment Standards Act* shall apply for school students employed by the Employer.
- (c) Such schedules do not represent a guarantee of employment, and it is recognized that certain occupations may work reduced schedules.

**13.2 Scheduling of Shifts**

- (a) The scheduling of shifts shall be by mutual agreement at the local level. In the event that agreement cannot be reached at the local level the issue in dispute shall be referred to the Labour/Management Committee within five days, for resolution. In the event that the Labour/Management Committee cannot resolve the issue in dispute, the matter may be referred to arbitration pursuant to Article 9 of this agreement.
- (b) No employee shall be scheduled for a shift of less than four hours.
- (c) Work schedules for employees shall be posted at least 14 days in advance of the starting day of a new schedule.

- (d) In the event that the work schedule of an employee working a scheduled shift roster is changed without 48 hours advance notice, the employee will receive a premium of 55¢ per hour in addition to his/her regular pay, for work performed on the first day of the shift to which he/she changed.
- (e) The Employer will make a reasonable effort to contact employees by telephone to advise them of a shift change when less than 48 hours' notice is being given.
- (f) All regular full-time scheduled shifts will have two consecutive days of rest within a seven day week. A scheduled workweek that does not contain two consecutive days of rest will be compensated with one day of that week receiving double pay for the regular shift.

### **13.3 Standby Provisions**

Where regular employees are required to stand by, to be called for duty under conditions which restrict their normal off-duty activities, they shall be compensated at straight-time in the proportion of one hour's pay for each three hour period during which they are required to stand by. An employee designated for standby shall be immediately available for duty during the period of standby at a known telephone number. No standby payment shall be made if an employee is unable to be contacted or report for duty when required.

### **13.4 Minimum Daily Hours**

An employee starting work on any day and being sent home before completion of their scheduled shift, shall be paid for the actual hours worked or a minimum of four hours.

### **13.5 Flextime**

- (a) For the purpose of this article, flextime means the hours worked by an employee, or a group of employees, who are given authority by management to:
  - (1) arrange their start and finish times; and/or
  - (2) arrange their length of workday with a stated maximum of hours.
- (b) Requests for working flextime is at the discretion of the Employer. However, all denials under Clause 13.5 will be presented at Labour Management for discussion.
- (c) Flextime may be scheduled by the Employer for covering of scheduled meetings or events.

### **13.6 Shift Definition and Premium**

- (a) *Definition of Shift*
  - (1) All hours worked on any shift which starts between 4:30 a.m. and 12:29 p.m., inclusive shall be considered a day shift.
  - (2) All hours worked on any shift which starts between 12:30 p.m. and 7:29 p.m. shall be considered an afternoon shift.
  - (3) All hours worked on any shift which starts between 7:30 p.m. and 4:29 a.m. shall be considered an overnight shift.
- (b) *Shift Premium*
  - (1) 50¢ per hour for afternoon shift.
  - (2) 75¢ per hour for overnight shift.

### **13.7 Regular Hours**

Notwithstanding Clause 13.2, the normal hours for a day shift shall be scheduled between 6:00 a.m. and 5:00 p.m.; and for an afternoon shift between 1:00 p.m. and 1:00 a.m.; and for an overnight shift between 10:00 p.m. and 9:00 a.m.

### **13.8 Short Changeover**

- (a) If shifts are scheduled so that there are not 24 hours between the start of an employee's shift and the start of the next shift, overtime rates apply to hours worked on the succeeding shift within the 24 hour period.
- (b) Where an employee exercises seniority right to work shifts, one of which falls within the 24 hour period from the start of the previous shift, the employee shall not be entitled to claim the premium rate referred to in Clause 13.8(a).

### **13.9 Seasonal Modified Workweek**

- (a) The term of the modified workweek shall be from the first Monday in April until the last Friday in September, unless otherwise agreed to by the parties.
- (b) The modified workweek for the outside crew and treatment plant operator shall consist of three days of nine and one-half hours each, and one nine hour day, followed by three days off.
- (c) The scheduled hours of the Bylaw Enforcement Officer shall be arrived at through the mutual agreement of the Bylaw Enforcement Officer and the Director of Planning.
- (d) Employees working out of Town Hall may, if they so desire on an individual basis, participate in the modified workweek schedule.
  - (1) Employees must make this decision once per year by March 1<sup>st</sup> for the period from the first Monday in April to the last Friday in September of that year.
  - (2) Employees who work a modified seasonal workweek pursuant to Clause 13.9(d) will work an additional 24 minutes each day. The shift starting and stopping times are to be established for this group by the Employer. This extra time will be banked at straight-time and taken once every two pay periods at a time mutually acceptable to the Employer and employee.
  - (3) The maximum banked time permitted for this purpose will be 10 hours and all banked time must be used prior to the second week of November.
- (e) Employees working in the ICBC Department will not participate in the seasonal modified workweek; however, the provisions of Clause 13.5 Flextime will apply.

## **ARTICLE 14 - OVERTIME**

### **14.1 Overtime Definition and Calculation**

- (a) Overtime means work performed by a full-time employee:
  - (1) on a five-day schedule as per Clause 13.1(a) shall receive double their base rate for hours worked in excess of seven and one-half hours per day or 37½ hours per week.
  - (2) on a four-day schedule as per Clause 13.9(a) shall receive double their base rate for hours worked in excess of nine and one-half hours per day or 37½ hours per week.

(b) Overtime shall be compensated in 15 minute increments; however, employees shall not be entitled to any compensation for periods of overtime of less than five minutes per day.

#### **14.2 Authorization of Overtime**

(a) An employee who is required to work overtime shall be entitled to overtime compensation when:

- (1) the overtime worked is authorized by the Employer; and
- (2) the employee does not control the duration of the overtime worked.

(b) The Employer and the Union recognize that the nature of work carried out by persons in some classifications is such that it may not be possible for employees to obtain prior authorization. In such cases the employee shall use his/her discretion in working the overtime and the Employer shall be considered to have authorized the overtime in advance. However, the Employer reserves the right, subject to the grievance procedure, to determine the legitimacy of the overtime claim.

(c) In order to facilitate a fair and reasonable administration of this clause the Employer will draw up regulations defining circumstances under which an employee may undertake overtime work without prior authorization. Copies of these regulations will be provided for employees.

#### **14.3 Sharing of Overtime**

(a) Overtime work shall be allocated on an equitable basis.

(b) Records of overtime shall be made available to the Chair of the Bargaining Committee or designate.

#### **14.4 Overtime Compensation**

(a) Overtime compensation shall be paid out or banked. Banked time shall be scheduled by mutual agreement between the employee and the Employer. The overtime bank shall not exceed 10 working days at the rate earned.

(b) Requests for time off from the overtime bank shall not be unreasonably denied by the Employer. The employee may elect to make a cash withdrawal from the overtime bank at any time and the employee's overtime bank will be adjusted accordingly.

#### **14.5 Overtime Meal Allowance**

(a) An employee who is required to work a minimum of two and one-half hours overtime before or after his/her scheduled hours of work shall be provided with a meal or shall be reimbursed in the amount of \$15. A meal break of one-half hour with pay at the overtime rate shall be given.

(b) This section shall not apply to an employee who is on travel status which entitles him/her to claim for lodging and/or meals.

#### **14.6 No Layoff to Compensate for Overtime**

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

#### **14.7 Right to Refuse Overtime**

As a general rule overtime assignments are a normal condition of employment; however, an employee will be relieved from such assignments where he/she can demonstrate reasonable excuse for absence and such excuse may be less onerous than that required to justify absence from a regular shift.

**14.8 Overtime for Part-Time Employees**

Part-time employees working less than the normal hours per day of a full-time employee (refer Clause 13.1[a] and [b]) and who are required to work longer than their scheduled shift, shall be paid at the rate of straight-time for the hours so worked, up to and including seven and one-half hours in the working day. Regular overtime rates shall apply to part-time employees who work more than seven and one-half hours in the working day.

**14.9 Callout Provisions**

A regular employee who is called back to work outside his/her scheduled shifts shall be compensated for the time worked at overtime rates with a minimum of four hours at overtime rates. The time worked during additional calls back to work within the four hour minimum period shall not generate a separate minimum.

**14.10 Rest Interval After Overtime**

An employee required to work overtime beyond his/her regularly scheduled shift shall be entitled to eight clear hours between the end of the overtime work and the start of his/her next regular shift. If eight clear hours are not provided, overtime rates shall apply to hours worked on the next regular shift. This clause shall not apply in the event of a callout.

**14.11 No Compounding of Overtime**

Overtime premiums shall not be compounded. There shall be no pyramiding of premiums. Where two or more applicable premiums may apply, the employee will be paid only one such premium, that being the greatest of the applicable premiums.

**ARTICLE 15 - PAID HOLIDAYS****15.1 Designated Paid Holidays**

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

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

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

**15.2 Holiday Falling on Saturday or Sunday**

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

### 15.3 Holiday Falling on a Day of Rest or During Vacation

When a paid holiday falls on an employee's day of rest or during his/her vacation period, the Employer shall give the employee a lieu day off with pay on the first regularly scheduled workday following the day of rest so affected, unless mutually agreed to bank the lieu day or to provide pay for the lieu day.

### 15.4 Paid Holiday Leave

Payment for holidays will be made at an employee's basic pay, except if an employee has been working in a higher paid position than his/her regular position for a majority of the 60 working days preceding his/her holiday, in which case he/she shall receive the higher rate.

### 15.5 Christmas or New Year's Day Off

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

### 15.6 Paid Holiday Pay Calculation

- (a) A regular employee shall be compensated for each paid holiday listed in Clause 15.1 using the following formula:
- (b) Total regular hours paid in the two week complete pay period immediately prior to the pay period containing the paid holiday, divided by 10. For employees on a modified workweek pursuant to Clause 13.9, who were paid for 75 hours in the two week complete pay period prior to the pay period containing the paid holiday, payment shall be for the number of hours that normally would have been worked on the paid holiday.

### 15.7 Designated Holiday Falling on a Scheduled Workday

- (a) An employee who works on a designated holiday which is a scheduled workday shall be compensated at the rate of double-time for hours worked, plus a day off in lieu of the holiday; except for Christmas and New Year's when the compensation shall be at the rate of double-time and one-half for the hours worked, plus a day off in lieu of the holiday.
- (b) The scheduling of the lieu day shall be by mutual agreement between the Employer and the employee and pay for the lieu day shall be calculated in accordance with Clause 15.6.

### 15.8 Designated Holiday Not a Workday

An employee who works on a designated holiday which is not a scheduled workday shall receive his/her regular day's pay, and shall receive additional compensation at the rate of double-time for all hours worked; except for Christmas and New Year's when the additional compensation shall be at the rate of double-time and one-half for all hours worked.

## ARTICLE 16 - ANNUAL VACATIONS

### 16.1 Annual Vacation Entitlement

- (a) *Definitions:*

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

"*First vacation year*" - the first vacation year is the calendar year in which the employee starts employment.

"Week" - for the purposes of this article, a week for an employee consists of the number of days normally worked in a week by that employee.

"Hours worked" - for the purposes of this article, hours worked includes Article 13 Hours of Work, Article 14 Overtime, Article 15 Paid Holidays, Article 16 Annual Vacations, and all leaves under Article 17 Leave of Absence where compensation is recognized by the agreement and Article 23 Employee Benefits.

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

- (1) three weeks in each of the first to fourth vacation years; with pay at 6% hours worked;
- (2) four weeks in each of the fifth to ninth vacation years; with pay at 8% hours worked;
- (3) five weeks in each of the 10<sup>th</sup> to 14<sup>th</sup> vacation years; with pay at 10% hours worked;
- (4) six weeks in each of the 15<sup>th</sup> to 19<sup>th</sup> vacation years; with pay at 12% hours worked;
- (5) seven weeks in the 20<sup>th</sup> and each subsequent vacation year; with pay at 14% hours worked.

(c) *Conversion of Hours* - where an employee is granted vacation pursuant to this article, and where the regularly scheduled workday is greater than seven and one-half hours per day, the annual vacation entitlement shall be converted to hours on the basis of a seven and one-half hour day and deducted accordingly.

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

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

(f) By February 28<sup>th</sup> of each year, or on the separation of a regular employee, a pay adjustment for annual vacation pursuant to Clause 16.1(b) (for the previous vacation year) will be made based on hours worked. Vacation earned and unused (up to 75 hours) as of January 1<sup>st</sup> will carry forward and be paid when leave taken.

## **16.2 Vacation Earnings for Partial Years**

(a) An employee earns but is not entitled to receive vacation leave during the employee's probationary period or the employee's first six months of continuous employment whichever ends first.

(b) During the first partial year of service a new employee will earn vacation at the rate of one and one-quarter days for each month for which he/she earns 10 days' pay.

(c) Subject to Clause 16.4 any vacation earned and unpaid during the first partial year will be paid to the employee on the final pay period.

(d) During the first and subsequent vacation years an employee will earn one-twelfth of the annual entitlement for each month in which the employee has received at least 10 days' pay at straight-time rates. Where an employee has taken more vacation than earned, the unearned portion taken shall be charged against future earned credits or recovered upon termination whichever occurs first.

## **16.3 Scheduled Vacations**

Vacation schedules, once approved by the Employer shall not be changed, other than in cases of emergency, except by mutual agreement between Employer and employee.

**16.4 Vacation Carryover**

- (a) An employee may carry over up to two weeks' vacation leave per vacation year except that such vacation carryover shall not exceed two weeks at any time. Except as provided in Clause 16.2, an employee shall not receive cash in lieu of vacation time except upon termination, resignation or retirement, unless at least three weeks of vacation have been taken and circumstances are such that scheduling of the remaining holidays before December 31<sup>st</sup> is impossible due to illness or creates an unreasonable staffing hardship.
- (b) Pursuant to Clause 16.4(a) above, an employee shall have the option of having up to 10 vacation days deposited directly into their RRSP account. The RRSP account information will be made available to payroll.

**16.5 Vacation Preference**

- (a) Preferences in the selection and allocation of vacation time shall be determined on the basis of seniority within each work unit. Such preference shall be registered with the supervisor prior to April 1<sup>st</sup> in each calendar year for the following 12 month period.
- (b) Employees wishing to split their vacation shall exercise seniority rights in the employee's first choice of a vacation period. Seniority shall prevail in the second vacation period, but only after all other first choice vacation periods have been posted. Seniority shall also prevail in further choices in the same manner.
- (c) The Employer shall make every reasonable effort to respond to vacation requests within 10 working days of receipt of the request. Approval will not be unreasonably withheld.

**16.6 Vacation Schedules**

Vacation schedules will be posted as of April 1<sup>st</sup> in each calendar year.

**16.7 Callback on Vacation**

Employees on vacation shall not be called back to work except in the case of an emergency and shall not be exposed to any disciplinary action if they are unable to respond to such a callback.

**16.8 Rescheduling Vacation if Ill**

- (a) An employee who is on sick leave or weekly indemnity when annual vacation is to commence, shall have the annual vacation, or the portion of it while so absent, rescheduled if the employee so requests.
- (b) If an employee's vacation is interrupted by illness or injury that requires hospitalization or confinement and the employee is under the care of a qualified medical practitioner for a period of four consecutive days or more, such time shall be considered as sick leave or leave on weekly indemnity, if the employee so requests. The time involved shall be rescheduled for dates mutually acceptable to the employee and the Employer. The employee, not at the Employer's expense, shall provide evidence of the hospitalization or confinement from a qualified medical practitioner, along with the request for rescheduling, within three days of the employee's return to work.

**ARTICLE 17 - LEAVE OF ABSENCE****17.1 Bereavement Leave**

- (a) In the case of bereavement in the immediate family, an employee not on leave of absence without pay shall be entitled to special leave, at his/her regular rate of pay, from the date of death to and



including the day of the funeral/service with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed four working days or five working days if the funeral/service takes place off the Sunshine Coast. Additional days without pay may be granted by the Chief Administrative Officer at his/her discretion.

(b) Immediate family is defined as the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee, stepparent, parent-in-law, son-in-law, daughter-in-law, stepchild and any other person who lives with an employee as a member of the employee's family. Consideration may be given in the case of any other relative permanently residing in the employee's household or with whom the employee permanently resides, or persons under the care of the Ministry who are permanently placed in the employees' household.

(c) In the event of the death of the employee's grandparents-in-law, aunt, or uncle, the employee shall be entitled to special leave for one working day for the purpose of attending the funeral/service or two working days if the funeral/service takes place off the Sunshine Coast. This leave shall not be in addition to the bereavement leave.

(d) An employee not on leave of absence without pay shall be entitled to special leave at his/her regular rate of pay of one-half day to attend a funeral/service on the Sunshine Coast, provided the employee is serving in an official capacity at such funeral/service or one day when such funeral/service takes place off the Sunshine Coast. This leave shall not be in addition to the bereavement leave.

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

## **17.2 Leave for Court Appearances**

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

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

## **17.3 Course Leave**

(a) An employee who has completed probation shall be granted leave without loss of pay to take courses at the request of the Employer.

(b) An employee who has completed probation may, at the discretion of the Employer, be granted leave without pay, to take courses in which the employee wishes to enrol.

(c) Leave of absence without loss of pay shall be granted to allow employees time to write examinations for courses approved by the Employer.

(d) Employees who have completed probation and who are required to be certified in their jobs shall have the Employer prepay all fees paid for exams and fees paid for recertification, to maintain their status, and will be granted leave of absence without loss of pay to take the exam. If taking a course is a precondition to take the exam and/or to be recertified, the Employer will prepay for the course fees and materials, and the employee will be granted leave of absence without loss of pay to attend the course. Wherever possible, such courses and exams will be offered and taken locally. The employee shall be required to provide confirmation of completion of said course to the Employer. The employee shall be responsible for all make-up costs associated with all incomplete courses. An employee who is

on probation will be reimbursed for the course fees and materials, upon successful completion of probation.

(e) Should the employee noted in Clause 17.3(a) or (b), above, terminate his/her employment for any reason during the 12 month period following completion of the course, the employee shall reimburse the Employer for tuition fees, entrance or registration fees, laboratory fees, and course-required books paid by the Employer on a prorated basis.

#### **17.4 General Leave**

Employees may, in writing, request leave of absence for any legitimate reason and approval shall not be withheld unjustly and the employees may draw upon earned vacation credits at their discretion to avoid loss of income.

#### **17.5 Pregnancy Leave and Parental Leave**

##### *(a) Pregnancy Leave*

(1) A pregnant employee is entitled to up to 17 consecutive weeks of unpaid pregnancy leave. This leave may start no earlier than 11 weeks before the expected birth date, and must end no earlier than six weeks after the birth date unless the employee requests a shorter period.

(2) If pregnancy leave is first requested after the birth of a child or after termination of the pregnancy, an employee is entitled to up to six consecutive weeks of leave beginning on the date of birth or termination date.

(3) An initial period of leave may be extended up to six weeks if the employee is unable to return to work for reasons relating to the birth or termination of the pregnancy.

(4) A request for pregnancy leave during the pregnancy must be made in writing at least four weeks before the proposed start date. A request to return from leave earlier than six weeks from the birth date must be made in writing at least one week before the proposed return date.

(5) The Employer may require an employee to provide a doctor's certificate in support of a request for leave or a leave extension.

##### *(b) Parental Leave for Birth and Adopting Parents*

(1) A birth mother, a birth father and an adopting parent are entitled to parental leave without pay. For an employee who takes pregnancy leave, the parental leave shall be for a maximum of 35 weeks. For an employee who does not take pregnancy leave, the parental leave shall be for a maximum of 37 weeks.

(2) A birth mother must begin parental leave immediately after her pregnancy leave unless she and the Employer agree otherwise. A birth father must begin the leave within 52 weeks after the birth of the child, and an adopting parent within 52 weeks after the child is placed with the parent. When both parents are employees, only one may be granted parental leave in each instance.

(3) An initial period of parental leave may be extended up to five weeks if the child requires an additional period of parental care. Parental leave may be extended up to six months for a birth mother for health reasons related to birth or termination of the pregnancy, provided the request is supported by a doctor's certificate.

(4) A request for parental leave by a birth parent must be made at least four weeks before beginning the leave.

(5) The Employer may require the employee to provide a doctor's certificate or other evidence that the employee is entitled to the leave or leave extension.

(c) *Conditions Related to the Leaves*

(1) For employees on pregnancy leave or parental leave for birth or adoption, employment is considered continuous for the purpose of calculating seniority, annual vacation and termination entitlements, as well as for pension, medical or other plans of benefit to the employee. The Employer will continue to make payments to any such plans.

(2) In the case of a birth mother on the long-term extended leave following parental leave (Clause 17.5[b]), the following benefits will be made available provided the employee pays the total monthly premiums in advance:

- (i) Life Insurance
- (ii) Accidental Death and Dismemberment
- (iii) Extended Health Care and BC Medical
- (iv) Dental Plan

(3) As soon as the leave ends, the employee will be returned to the employee's former position or a comparable position.

(4) The employee shall be deemed to have resigned on the date upon which leave commenced if verbal or written notice is not made one month prior to the expiration of the leave or if the employee does not return to work after having notified the Employer of return to work.

(5) If the employee fails to return to work, the Employer will be reimbursed for monies paid under this provision.

### **17.6 Full-Time Public Duties**

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

- (a) for employees to seek election in a provincial or federal election;
- (b) for employees elected to a public office for a maximum period of five years.

### **17.7 Elections**

Any employee eligible to vote in a federal, provincial or municipal election or a referendum shall have three or four consecutive clear hours, as prescribed by the applicable statute, during the hours in which the polls are open in which to cast a ballot.

### **17.8 Special Leave**

An employee not on leave of absence without pay shall be entitled to special leave at his/her regular rate of pay as follows:

- (a) one day for the birth or adoption of a child;
- (b) one day for a court hearing of a charge against a minor child of an employee.

Additional days may be granted at the discretion of the Chief Administrative Officer.

### **17.9 Family Responsibility Leave and Personal Responsibility Day**

- (a) An employee shall be entitled to up to three days of leave without loss of pay during each calendar year, after notifying his/her supervisor, to meet responsibilities related to:

- (1) the care, health or education of a child in the employee's care; or
  - (2) the care or health of any member of the employee's immediate family as defined in Clause 17.1.
  - (3) one day per year of the three days may be granted for attending to an emergency in the employee's home where losses are significant, and or an emergency services call when the employee belongs to a volunteer fire department or; police or; ambulance or; community services provider group outside of the municipal boundaries.
- (b) In the case of illness of a child of an employee, and when no one at the employee's home other than the employee can provide for the needs of the ill child, the employee, after notifying his/her supervisor, shall be entitled to use paid leave for this purpose. Such leave may be granted more than once within a calendar year. Such leave to be deducted from the employee's sick leave entitlement.

#### **ARTICLE 18 - CONTRACTING OUT**

The Employer reserves the right to sub-contract work, providing such action does not result in the reduction of the regular hours of work of a full-time regular employee or the layoff of employees.

#### **ARTICLE 19 - PAYMENT OF WAGES AND ALLOWANCES**

##### **19.1 Rates of Pay**

Employees shall be paid in accordance with Schedule A.

##### **19.2 Paydays**

- (a) Payday shall be every second Thursday for the two week period ending on Saturday night immediately preceding the payday. Payment of wages shall be by direct deposit in an account in a financial institution determined by the employee.
- (b) Adjustments to pay (such as overtime, leaves, premiums, etc.) which have not been included in the pay for the period in which they occurred, shall be made on the following payday. If the correct amount of pay is not available on the payday, the Employer shall arrange for the employee to receive an adequate advance on his/her salary.
- (c) A comprehensive statement detailing all payments, allowances and deductions shall be provided to each employee on each payday.

##### **19.3 Substitution Pay**

An employee assigned to perform, or who performs without assignment under appropriate circumstances, the principal duties of a higher paying position, for a period greater than two hours exclusive of meal breaks and medical appointments, shall be paid the higher rate applicable to that position for the time actually spent in the assignment. An employee who temporarily renders service in a position paying a lower rate of pay, will not have wages reduced.

##### **19.4 Salary Rate for New Classification**

If a new job or classification is created or evolves through a series of changes in an existing classification within the bargaining unit, the salary and classification is to be negotiated between the Employer and the Union with any failure to reach agreement being submitted to arbitration pursuant to Article 9 of this agreement.

### **19.5 Salary Protection and Downward Reclassification of Position**

An employee shall not have his/her rate of pay reduced by reason of a change in the classification of his/her position that is caused other than by the employee himself. The employee shall maintain his/her previous rate of pay and will receive one-half of any future increases to that rate of pay until the rate for the new position equals or exceeds the amount which he/she is being paid.

### **19.6 Dirty Pay**

Employees engaged in cleaning and repairing the interior of the sewage treatment tanks or sewer pumping station, or cleaning up any sewage spill caused by other than that employee's negligence, or entering any sanitary sewer manhole for work entailing more than one hour, and on the instruction of the supervisor, shall receive an additional one dollar an hour while so engaged, payable in hourly increments.

### **19.7 Mileage Allowance**

- (a) Mileage allowances for all miles travelled on municipal business shall be paid to employees required to use their own vehicles in the performance of their duties. Rates shall be consistent with the Revenue Canada Agency Automobile Allowance rate but shall not be less than 54¢ per kilometre.
- (b) The above allowance shall be maintained at the same levels as those provided to non-bargaining unit employees.

### **19.8 Qualifications**

Employees holding positions requiring evidence of qualifications, in the form of certification, shall be responsible for ensuring that their certification is current and valid. When certification required by the Employer has lapsed, the employee will be given 30 days in which to initiate recertification. Employees who have failed to recertify may be reclassified until evidence of recertification is provided to the Employer. Costs incurred to recertify will be covered by the provisions of Clause 17.3(d).

### **19.9 EOCP Certification Bonus**

The Employer agrees to recognize the certificates of the BC Environmental Operators Certificate Program (EOCP) and as such shall pay per certificate to employees recognized by the Employer to hold these certificates as outlined in MOU 2.

## **ARTICLE 20 - JOB CLASSIFICATION AND REQUESTS FOR JOB EVALUATION**

### **20.1 Preamble**

The Employer and the Union recognize the need to maintain a job classification system for all bargaining unit positions.

### **20.2 Job Descriptions**

The Employer agrees to maintain updated job descriptions for all positions and classifications for which the Union is the bargaining agent and provide the Union with a copy of any revisions to existing job descriptions.

### **20.3 New or Altered Job Classification**

- (a) When a position not covered by Schedule B is established during the term of the agreement, the Employer shall consult with the Union as to rate of pay. The position description, job description and all supporting information and documents shall be forwarded to the Union for review.

(b) If the parties fail to agree within seven working days of their first meeting as to the rate of pay, the Employer may implement the classification and the rate of pay pending resolution of the matter in accordance with Clause 20.6 - Resolution of Disputes.

#### **20.4 Job Classification Review**

(a) When an employee feels that there is conflict between the job description and the duties he/she is required to perform or that the position is improperly classified, the employee shall discuss the matter with his/her immediate supervisor.

(b) The Employer or any employee who believes that the position is improperly classified may submit the matter for review by following the process:

(1) The written request will be submitted to the Supervisor outlining the material differences between the job description and the work being performed.

(2) The written request will be dated and signed by the employee.

(3) The Supervisor will review the submission with the employee. If the classification review will not be considered by the Employer, a written response will be given to the employee with reasons for denying the reclassification.

(c) If the classification review is to be considered, it will be signed and forwarded to Human Resources for review.

(d) Within 30 calendar days of Human Resources receiving the classification review, the Employer will notify the affected employee of its decision in writing. The effective date of any retroactivity resulting from a change in job classification is the date the job classification review was submitted to the Supervisor.

(e) If the employee is not satisfied with the result of the classification review, they may forward the matter for resolution in accordance with Clause 20.6 - Resolution of Disputes.

#### **20.5 Change in Classifications**

Changes in classification may occur as a result of:

(a) a decision by the Employer consistent with an assigned change in the duties of the position; or

(b) a request by the employee following an assigned change in the duties of the position or where the employee can demonstrate a substantive change or changes in the duties of the position; or

(c) an arrangement between the parties at Step 3 of the grievance procedure; or

(d) a decision by the Arbitrator if a dispute is not resolved via Clause 20.6; or

(e) collective bargaining.

#### **20.6 Resolution of Disputes**

(a) In the event that parties cannot agree on the evaluation of a position, the parties agree that an employer representative and a BCGEU representative will have 30 calendar days to resolve the dispute. The parties specifically agree volume of work will not be a factor in determining job classification.

(b) Failing agreement on the matter, the parties will refer the matter to a fast track arbitration process. The Arbitrator is limited to determining which of the existing classifications is appropriate or

requiring the Employer to establish a new classification and rate of pay. This process will be a maximum of four hours with no outside counsel.

#### **20.7 Criteria for Arbitrator**

The parties agree an arbitrator shall have a knowledge of job evaluation. He/she shall be supplied with all the documentation exchanged between the parties, including job specifications, job descriptions and rates of pay (and premiums) for all jobs within the bargaining unit.

### **ARTICLE 21 - GENERAL CONDITIONS**

#### **21.1 Indemnity**

Except where there has been a flagrant or wilful negligence on the part of the employee, the Employer agrees not to seek indemnity against an employee whose actions result in a judgement against the Employer. Employees required to handle cash shall not be held liable to reimburse the Employer for loss or shortage, however, this shall not preclude the Employer from imposing discipline based upon just cause or criminal charges where there is evidence of fraud or theft.

#### **21.2 Personal Business**

Work not related to the business of the Employer shall not be performed on the Employer's time or premises without the prior permission of the employee's supervisor. An employee will not be required to perform duties of a personal nature for supervisory personnel.

#### **21.3 Damage to Personal Vehicle**

Where an employee is required or authorized to use their personal motor vehicle in the performance of his/her duties, and the vehicle is damaged, the Employer shall pay the deductible to a maximum of \$300.

#### **21.4 Personal Property Damage**

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

### **ARTICLE 22 - TECHNOLOGICAL CHANGE**

#### **22.1 Notice to Union**

When the Employer plans to introduce technological change that will affect the terms and conditions, or security, of employment of a significant number of employees in the bargaining unit; three months before such introduction, the Employer shall notify the Union of the proposed technological change.

#### **22.2 Commencing Negotiations**

The Employer and the Union shall, within 14 days of the date of the notice, commence collective bargaining for the purpose of reaching agreement as to the effects of the technological change and in what way, if any, the collective agreement should be amended.

### 22.3 Income Protection

An employee who is displaced from his/her job to another position in the organization by virtue of technological change will suffer no reduction in rate of pay.

### 22.4 Transfer Arrangements

An employee who is displaced from his/her job by virtue of technological change will be given the opportunity to fill other vacancies according to seniority subject to the employee's ability to perform the work with adequate training.

### 22.5 Training Benefits

- (a) 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 present method of operation, such employees shall, subject to the employee's ability and qualifications to perform the remaining work, at the expense of the Employer, be given a period of time determined under the terms of Clause 22.2, during which they may perfect or acquire the skills necessitated by the new method of operation.
- (b) There shall be no reduction in wage rates during the training period of any such employee and no reduction in pay upon being reclassified in the new position.
- (c) Employees, after the training period provided for in Clause 22.5(a), who are unable to attain the skills required to fulfil the job requirements of the method of operation, shall be subject to layoff in accordance with Article 11.

## ARTICLE 23 - EMPLOYEE BENEFITS

### 23.1 Benefits

- (a) The benefits outlined in this article are a summary only of the actual benefits which are contained in the contracts of insurance with the carriers. The eligibility requirements and the payment of benefits under the group insurance plans are governed by the contracts of insurance which do not form part of this agreement. The Employer's liability with respect to this article is limited solely to making the group insurance plan available and to the payment of the Employer's portion of the premiums.
- (b) The Employer will supply the Union with a complete copy of the benefit levels in place at the time the collective agreement is ratified and update this copy at any time should these benefit levels change.
- (c) The Employer will not make any changes to the benefit levels in place at the time of the collective agreement is ratified without the consent of the Union, such consent not to be unreasonably withheld.
- (d) All regular employees appointed to positions posted in accordance with Clause 26.1, who have completed probation and who normally work on average of 15 hours per week or more shall be eligible for all benefits in this section except those contained in (g)(3) and (g)(4) where the employee must work an average of 18½ hours per week or more.
- (e) Employees who work beyond age 65 shall be eligible for continuation of the following insured benefits until they reach 70 years of age, subject to any provision that the Carrier may place on such coverage: Life Insurance including Accidental Death and Dismemberment (Clauses 23.1[g][1] and [2]), Short-Term Disability (Clause 23.1[g][3]), Medical Services Plan (Clause 23.1[g][5]), Extended Health Benefits, including Vision Care (Clause 23.1[g][6]), Dental Plan (Clause 23.1[g][7]) and Employee and Family Assistance (Clause 23.1[g][8]). Long-term disability (Clause 23.1[g][4]) shall cease at age 65.



(f) To determine whether part-time employees qualify for benefits, initially the average hours worked during the probation period shall be used. Thereafter, the average hours worked over six month periods shall be used. This shall be done after completion of the initial six months of employment and thereafter at the beginning of each January and July. If the employee meets the hourly average requirements, the employee shall be eligible for benefits for the immediately following period until the next review.

(g) Except as per Clause 23.1(e) above, the Employer will provide the following insurance benefits and pay 100% of the premium costs:

(1) Life insurance at a principal amount equal to two times the annual earnings of the employee.

(2) Accidental death and dismemberment at a principal amount equal to two times the annual earnings of the employee.

(3) Weekly income benefits equal to 75% of weekly earnings to a maximum amount of \$800 per week for a period of 26 weeks commencing upon the first day of absence due to disabling injury and commencing upon the fourth day of absence due to illness.

(4) Long-term disability income equal to 67% of regular salary up to a maximum of \$2,500 per month payable in the event of total disability and commencing after 180 days of absence.

(5) Medical Services Plan of BC.

(6) Extended Health Care Benefits, with no lifetime maximum, including Vision Care benefits to cover the cost of prescription glasses to a maximum of \$500 within a 24 month period and eye examinations to a maximum of \$100 within a 24 month period.

(7) Basic dental services as provided by Plan "A" with 100% insurance provision with an annual maximum of one thousand \$1,500 and by Plan "B" with 75%/25% co-insurance protection with an annual maximum of \$2,000 and Plan "C" - Orthodontics with 60% co-insurance to a maximum of \$5,000.

(8) Employee and Family Assistance Program for employees and members of the immediate family with whom the employee normally resides. All matters referred to the Employee and Family Assistance Program will be of the strictest confidence.

### **23.2 Sick Leave Entitlement**

(a) An employee who is unable to report for work shall make every effort to advise his/her supervisor of his/her illness or injury and of the expected duration of his/her absence. The Employer, on reasonable grounds, may require certification from a qualified medical practitioner, that the employee was unable to work due to illness or injury, or was able to return to work. The Employer, on reasonable grounds, may require certification from a qualified medical practitioner, that the employee was fit to return to work following illness or injury. When such certification is required it shall be at the expense of the Employer.

(b) Each employee upon completion of his/her probationary period (as per Clause 26.11) will be entitled to 12 shifts' absence per calendar year without loss of pay due to illness or non-compensable accident. These shifts shall be earned at the rate of one shift for every month of work to the maximum entitlement. The total amount to which the employee is entitled for the year shall be available to the employee each January 1<sup>st</sup>, or upon completion of probation for an employee who commences during the year, as an advance. The sick leave shall be used to meet the deductible for the Weekly Income

Benefits Plan. Any unused portion of this entitlement may be taken at a rate of 50% as earnings on the last pay period of the calendar year.

(c) Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments for employees or for dependent children shall be permitted, but where any such absence exceeds two hours, the entire time of the absence shall be deducted from employee's sick leave entitlement. The Employer may request a certificate of a qualified medical or dental practitioner that the appointment could not be scheduled outside of working hours.

### **23.3 Benefits on Leave or Layoff**

(a) Regular employees on authorized leave without pay or layoff shall have the following benefits maintained for a period of three months by the Employer. The employee may continue on the Plans thereafter for the balance of the leave or recall rights period, by paying the full premiums in advance.

- (1) Life Insurance
- (2) Accidental Death and Dismemberment
- (3) Extended Health Care and BC Medical Plan
- (4) Dental Plan

An employee granted leave of absence without loss of pay shall remain on the applicable benefits plans.

### **23.4 Legislative Changes**

In the event that legislated changes in existing Statutes affect the foregoing benefits in a manner that reduces costs to the Employer and results in a net saving, the parties shall meet in order to negotiate the disposition of such savings.

*(\*NOTE: It is understood that in consideration for the introduction of the above benefit plan any and all reduction in statutory payroll assessments for EI, CPP, WCB, et al shall accrue to the Employer.)*

### **23.5 Medical Examination**

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

### **23.6 Health and Welfare Plans**

Copies of the contracts with health and welfare plan carriers shall be provided to the Union upon request.

## **ARTICLE 24 - SAFETY SUPPLIES**

### **24.1 Safety Apparel and Equipment Supplies**

(a) Wherever required by the Employer, the WCB Occupational Health and Safety Regulations or the Labour/Management Committee, safety apparel shall be provided by the Employer and include:

- (1) rain wear;
- (2) coveralls or smocks;
- (3) A \$300 per year subsidy shall be provided to employees who are required to wear WCB approved safety boots. The yearly maximum payment to an employee will not exceed the amount noted above. Employees will provide the Employer with receipts. Where the CSA approved safety

boots have been damaged due to a workplace incident, and are no longer useable, the Employer shall authorize a replacement;

- (4) hard hats;
- (5) safety goggles;
- (6) gloves.

#### **24.2 Clothing**

(a) The following items of clothing shall be provided by the Employer for the Bylaw Enforcement Officer:

- (1) uniform shirt
- (2) hat
- (3) jacket

(b) Employees will be responsible for exercising reasonable care of such items and will be responsible for replacement or repair where damage to such items is a result of the employee's deliberate misconduct or is due to the employee's neglect.

(c) Upon leaving the employ of the Employer, clothing supplied shall be returned.

#### **24.3 Communicable Disease Protection**

To protect against the contraction of communicable disease for those employees working at demonstrable at-risk worksites, the Employer agrees to pay any cost, not covered by the employee's own medical insurance coverage, for inoculation against communicable diseases (specifically including Hepatitis, Tetanus and Flu).

### **ARTICLE 25 - TRAVEL EXPENSES**

#### **25.1 Meal Allowances and Lodging**

(a) Employees required to travel on the Employer's business shall be reimbursed, in accordance with Council policy for actual lodging costs (with receipts), and shall be provided funds for expenses as follows:

- |     |           |      |
|-----|-----------|------|
| (1) | breakfast | \$12 |
| (2) | lunch     | \$15 |
| (3) | dinner    | \$25 |

(b) The above per diem amounts shall be maintained at the same levels as those provided to non-bargaining unit employees.

(c) Employees required to travel on the Employer's business shall be given an adequate travel advance upon request.

**ARTICLE 26 - SERVICE CAREER POLICY****26.1 Posting**

(a) When a vacancy occurs in a regular position, or a temporary or new position is created, it shall be posted on the bulletin boards for a period of not less than 14 days prior to the closing date. Such postings shall contain the following information:

- (1) classification
- (2) salary range
- (3) summary of job duties
- (4) status of employment

(b) The current job description shall be supplied to an applicant on request.

**26.2 Notification**

Unsuccessful in-service applicants shall be notified in writing, or in person, of the reasons why they were unsuccessful.

**26.3 Right to Grieve**

Where an employee believes he/she has been aggrieved by any decision of the Employer relating to promotion, demotion or transfer, the employee may file a grievance within seven days of being notified of the reasons why he/she was unsuccessful.

**26.4 Disabled, Injured or Older Worker**

On request, the Employer shall attempt to provide suitable alternate employment at the regular rate of pay for the job accepted when, through advanced years, injury, illness or handicap, an employee is permanently unable to perform his/her normal duties. Such an employee will not displace an employee with more seniority.

**26.5 Transfers Without Posting**

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

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

**26.6 Labourer/Parks Labourer Upgrade**

An employee hired as a Labourer at Step 1 may, after completing 1,950 hours of employment, be interviewed and evaluated to determine eligibility to move to Step 2 on Schedule A. Should the employee fail to meet the eligibility to move to Step 2 on Schedule A, he/she shall be re-evaluated every six months until he/she meets the requirements.

**26.7 Administrative Assistant Upgrade**

An Administrative Assistant at Step 1 may, after completing 1,950 hours of employment in the Administrative Assistant classification, be interviewed and evaluated to determine eligibility to be moved to Step 2 on Schedule A. Should the employee fail to meet the eligibility to move to Step 2 on Schedule A, he/she shall be re-evaluated every six months until he/she meets the requirements.

**26.8 ICBC Clerk Upgrade**

An ICBC Clerk at Step 1 may, after completing 1,950 hours of employment in the ICBC Clerk classification and has verified his/her completion of 5,850 hours of experience with ICBC Insurance and Driver Services and has completed the required training as determined by the Employer, be interviewed and evaluated to determine eligibility to be moved to Step 2 on Schedule A. Should the employee fail to meet the eligibility to move to Step 2 on Schedule A, he/she shall be re-evaluated every six months until he/she meets the requirements.

**26.9 Local Union Observer**

The President of the Union or his/her designate may, upon an applicant's request, sit as an observer during the interview of internal candidates for positions posted within the bargaining unit. The union observer shall not be an employee of the Town of Gibsons. The costs of wages and expenses of the observer shall be borne by the Union.

**26.10 Postings While on Approved Leave**

- (a) Employees who will be absent from the worksite on approved leave for more than seven calendar days will be entitled to file a notice of intention with the Employer indicating positions they would accept should a vacancy occur while they are on approved leave. Such notices of intention will only be valid for the duration of the employee's approved leave.
- (b) If a vacancy occurs in a position that a notice of intention has been submitted, the Employer will ensure that the competition is not concluded until the employee is available to be considered for the position.
- (c) Notwithstanding (b), above, the Employer may fill any vacant position on a temporary basis until a competition is held.

**26.11 Probationary Period**

- (a) Newly hired regular employees will serve a probationary period of 60 shifts worked in the position to which appointed. This probationary period may be extended by the Employer, with the agreement of the Union, for an additional period of up to 30 shifts worked.
- (b) During the probationary period, the employee may be dismissed for just and reasonable cause. The test of just and reasonable cause for dismissal of a probationary employee shall be a test of suitability of the probationary employee for continued employment in the position to which said employee has been appointed and for employment with the Employer, provided that the factors involved in suitability could reasonably be expected to affect work performance.

**26.12 Trial Period**

Upon appointment to a position in a different classification, an employee shall be placed on trial for a period of 35 shifts worked. Conditional on satisfactory service, the employee shall be declared permanent after that period. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, or if the employee wishes to return to their former position, the employee shall be returned to the former position, wage or salary rate without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to the employee's former position, wage or salary rate without loss of seniority.

**26.13 Role of Seniority on Promotions and Filling of Vacancies**

The parties hereto agree that filling of promotions and vacancies shall be made on the basis of seniority, provided the employee concerned possesses the necessary qualifications, skill, knowledge and ability to fulfil the job requirements.

**ARTICLE 27 - OCCUPATIONAL HEALTH & SAFETY****27.1 Safety Committee**

(a) The Employer and the Union agree to establish an occupational health and safety committee. The Occupational Health and Safety Committee shall be composed of personnel employed by the Employer. The Union and the Employer shall each appoint one from each of the work areas [Public Works, Administration, and Parks].

(b) The Committee will meet, at regular intervals to be determined by the Committee, to make recommendations on unsafe, hazardous, or dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness.

(c) A copy of all minutes of the Occupational Health and Safety Committee shall be sent to the Union and the Employer. The Chair responsibilities shall rotate on an equitable basis.

**27.2 Injury Pay Provision**

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

**27.3 Transportation of Accident Victims**

Transportation to and from the nearest physician or hospital for employees requiring medical care as a result of an on the job accident shall be at the expense of the Employer or other agency which may be liable.

**27.4 Investigation of Accidents**

The Occupational Health and Safety Committee, as provided in Clause 27.1, shall be notified of each accident or injury and shall investigate and report to the Union and the Employer on the nature and cause of the accident or injury. In the event of a fatality, the Employer shall immediately inform the staff representative of the nature and circumstances of the accident.

**ARTICLE 28 - TEMPORARY AND CASUAL EMPLOYEES****28.1 Appointments, Employment Status and Application of Agreement**

(a) A temporary employee shall receive a letter of appointment clearly stating employment status, classification and expected duration of appointment. Temporary employees are employed for seasonal work, special projects, special programs such as the student employment program, winter works programs for the unemployed and other special temporary programs. These periods will not exceed three consecutive months of employment without the agreement of the Union.

(b) A casual employee shall receive a letter of appointment clearly stating employment status and classification. A casual employee is one who is not regularly scheduled to nor guaranteed hours per week other than during periods that such employee shall relieve a regular full-time or regular part-time

employee. Casual employees are employed on an "on call" basis to cover absences of a regular employee or augment staff during peak periods. These periods will not exceed three consecutive months of employment without the agreement of the Union.

(c) Except as otherwise noted in this article, the provisions of Articles 10 (Seniority), 11 (Layoff and Recall), 16 (Annual Vacation), 17 (Leave of Absence) and 23 (Employee Benefits) do not apply to temporary and casual employees.

## **28.2 Seniority**

(a) For the purpose of layoff and recall, or for a purpose specified elsewhere in this collective agreement, a temporary or casual employee who has worked 150 hours shall accumulate service seniority as defined in the collective agreement on the basis of:

- (1) all hours worked at the straight-time rate;
- (2) designated paid holidays.

(b) A temporary or casual employee shall retain service seniority if the employee is moved by the Employer from one classification to another.

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

## **28.3 Seniority on Applying for Regular Positions**

(a) Temporary and casual employees who have worked 975 hours will be recognized as in-service applicants when applying for regular positions.

(b) If the temporary or casual employee is hired into a regular position, their length of service as temporary or casual employee shall be recognized. Their total hours worked will be credited as seniority in accordance with Clause 28.2.

## **28.4 Seniority List**

The Employer will maintain a seniority list that shall be posted quarterly on all union bulletin boards and supplied to the Union upon request.

## **28.5 Loss of Seniority**

A temporary employee shall lose their seniority and no longer be an employee in the event that:

- (a) the employee is terminated for just cause;
- (b) the employee voluntarily terminates or abandons the position;
- (c) the employee is unavailable for, or declines, three offers of re-employment as provided in Clause 28.1.

## **28.6 Call-In Procedures for Casuals**

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

**28.7 Leaves of Absence**

- (a) The Employer will grant, on written request, leave of absence without pay and seniority:
- (1) for casual employees to seek election in a federal, provincial, municipal, first nation or other aboriginal election for a maximum period of 90 days; and
  - (2) for casual employees elected to a public office for a maximum period of five years.
- (b) A casual employee eligible to vote in a federal, provincial, municipal, first nation or other aboriginal election or a referendum will have four consecutive clear hours during the hours in which polls are open in which to cast his/her ballot.
- (c) Notwithstanding any provision for leave in this agreement, the Employer may grant a leave of absence without pay to an employee requesting leave for an emergency or other unusual circumstances. All requests and approvals for leave will be in writing. Upon request, the Employer will give reasons for withholding approval.

**28.8 Paid Holidays and Vacation**

Temporary or casual employees will receive 10.2% of their straight-time pay in lieu of scheduled vacations and paid holidays.

**28.9 Statutory Holidays**

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

**28.10 Layoff and Recall**

- (a) Layoff of temporary or casual employees shall be by classification in reverse order of service seniority within the employee's area.
- (b) Temporary or casual employees on layoff shall be recalled in order of service seniority within the employee's area provided the employee is qualified to carry out the work which is available.
- (c) Notwithstanding Clause 28.10(a) above, employees hired for seasonal work or a term certain shall be laid off upon completion of the season or term and shall be subject to recall procedures in accordance with Clause 28.10(b) above.
- (d) Temporary and casual employees will be notified of available work by posting in accordance with Article 26. It is the responsibility of the employee to advise the Employer of changes in contact information.

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

This agreement shall be binding and remain in effect to midnight, December 31, 2021.

**29.2 Notice to Bargain**

- (a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after September 1, 2021 but in any event not later than midnight, October 1, 2021.
- (b) Where no notice is given by either party prior to October 31, 2021, both parties shall be deemed to have been given notice under this section on October 31, 2021 and thereupon Clause 29.3 of this article applies.



(c) All notices on behalf of the Union shall be given by the President or his/her designate of the Union and similar notices on behalf of the Employer shall be given by the Chief Administrative Officer.

### **29.3 Commencement of Bargaining**

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

### **29.4 Changes in Agreement**

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

### **29.5 Effective Date of Agreement**

The provisions of the agreement except as otherwise specified shall come into full force and effect on the date of settlement.

### **29.6 Agreement to Continue in Force**

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

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
Stephanie Smith  
President

\_\_\_\_\_  
Wayne Rowe  
Mayor

\_\_\_\_\_  
Allison Stewart  
Bargaining Committee Chair

\_\_\_\_\_  
Emanuel Machado  
Chief Administrative Officer

\_\_\_\_\_  
Rick Raymond  
Bargaining Committee

\_\_\_\_\_  
Ian Poole  
Director of Finance

\_\_\_\_\_  
Tyler Musgrove  
Bargaining Committee

\_\_\_\_\_  
Kim Howse  
Staff Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**SCHEDULE A**  
**Wages and Salaries**

Job Classification	Current	Effective Jan. 1, 2017	Effective Jan. 1, 2018	Effective Jan. 1, 2019	Effective Jan. 1, 2020	Effective Jan. 1, 2021
		1.50%	1.50%	1.75%	2.00%	2.00%
Accounting Clerk	\$29.79	\$30.24	\$30.69	\$31.23	\$31.85	\$32.49
Administrative Assistant - Step 1	\$24.92	\$25.29	\$25.67	\$26.12	\$26.64	\$27.18
Administrative Assistant - Step 2	\$26.06	\$26.45	\$26.85	\$27.32	\$27.86	\$28.42
Asset Management Coordinator	\$35.85	\$36.39	\$36.93	\$37.58	\$38.33	\$39.10
Assistant Water and Waste Water Technician	\$29.59	\$30.03	\$30.48	\$31.02	\$31.64	\$32.27
Building Inspector	\$37.82	\$38.39	\$38.96	\$39.64	\$40.44	\$41.25
Bylaw Enforcement Officer	\$29.19	\$29.63	\$30.07	\$30.60	\$31.21	\$31.83
Engineering Technologist 1	\$31.39	\$31.86	\$32.34	\$32.90	\$33.56	\$34.23
Engineering Technologist 2	\$33.85	\$34.36	\$34.87	\$35.48	\$36.19	\$36.92
Equipment Operator	\$30.10	\$30.55	\$31.01	\$31.55	\$32.18	\$32.82
Facility Maintenance Person	\$28.73	\$29.16	\$29.60	\$30.12	\$30.72	\$31.33
Foreman	\$32.20	\$32.68	\$33.17	\$33.75	\$34.43	\$35.12
ICBC Agent	\$29.79	\$30.24	\$30.69	\$31.23	\$31.85	\$32.49
ICBC Clerk - Step 1	\$25.49	\$25.87	\$26.26	\$26.72	\$27.25	\$27.80
ICBC Clerk - Step 2	\$27.24	\$27.65	\$28.06	\$28.55	\$29.13	\$29.71
Labourer - Step 1	\$24.69	\$25.06	\$25.44	\$25.88	\$26.40	\$26.93
Labourer - Step 2	\$27.21	\$27.62	\$28.03	\$28.52	\$29.09	\$29.68
Parks Assistant	\$28.63	\$29.06	\$29.50	\$30.01	\$30.61	\$31.22
Parks Labourer - Step 1	\$24.69	\$25.06	\$25.44	\$25.88	\$26.40	\$26.93
Parks Labourer - Step 2	\$27.21	\$27.62	\$28.03	\$28.52	\$29.09	\$29.68
Parks Lead Hand	\$29.19	\$29.63	\$30.07	\$30.60	\$31.21	\$31.83
Pipelayer	\$28.73	\$29.16	\$29.60	\$30.12	\$30.72	\$31.33
Planning Assistant	\$29.57	\$30.01	\$30.46	\$31.00	\$31.62	\$32.25
Public Works Lead Hand	\$31.55	\$32.03	\$32.51	\$33.08	\$33.74	\$34.41
Receptionist	\$21.79	\$22.12	\$22.45	\$22.84	\$23.30	\$23.76
Summer Student	\$20.71	\$21.02	\$21.34	\$21.71	\$22.14	\$22.59
Utility Person	\$30.10	\$30.55	\$31.01	\$31.55	\$32.18	\$32.82
Waste Water Treatment Operator Level III *	--	\$33.53	\$34.03	\$34.63	\$35.32	\$36.02
Water and Waste Water Technician	\$31.53	\$32.00	\$32.48	\$33.05	\$33.71	\$34.39
Notes						
* Water and Waste Water Technician who has completed the EOCP (Environmental Operators Certification Program) Level III pursuant to MOU 2 - 2(b)(3) effective May 2, 2017						

**SCHEDULE B  
Classifications**

Accounting Clerk
Administrative Assistant - Step 1
Administrative Assistant - Step 2
Asset Management Coordinator
Assistant Water and Waste Water Technician
Building Inspector
Bylaw Enforcement Officer
Engineering Technologist 1
Engineering Technologist 2
Equipment Operator
Facility Maintenance Person
Foreman
ICBC Agent
ICBC Clerk - Step 1
ICBC Clerk - Step 2
Labourer - Step 1
Labourer - Step 2
Parks Assistant
Parks Labourer - Step 1
Parks Labourer - Step 2
Parks Lead Hand
Pipelayer
Planning Assistant
Public Works Lead Hand
Receptionist
Summer Student
Utility Person
Waste Water Treatment Operator Level III
Water and Waste Water Technician

**MEMORANDUM OF UNDERSTANDING 1**

**Job Sharing**

1. A regular employee who wishes to job share in a regular position, shall make a written request to the Employer.

The proposal and the feasibility of implementation shall be considered by the Employer. Approval of the proposal is at the discretion of the Employer and could be given subject to changes in the proposed work schedule, work division, or selected partner. The Employer's response to the employee shall also be based on the following principles to determine suitability for job sharing:

- (a) service is not negatively impacted;
- (b) productivity is not negatively impacted;

- (c) there are no additional costs to the Employer beyond those associated with normal orientation and transition, and employee benefits;
  - (d) job continuity questions and skill levels are satisfactory;
  - (e) job sharing arrangements may be limited to one per work area;
  - (f) each person involved has the skills, knowledge, abilities, compatibility and qualifications for the position.
2. If approved, a proposed job sharing arrangement will be posted and applications from in-service employees will be considered. The posting shall specify the basis of the sharing, set out the details of how the duties and responsibilities will be shared and communicated, and indicating concurrence with the conditions in this memorandum of agreement.
  3. A job-sharing arrangement shall have a trial period of six months. The posting for a moving employee's position, if there was one, shall stipulate the vacancy is for a temporary appointment to expire at the end of the job sharing arrangement which brought about the vacancy. (The time limitation for temporary appointments is waived in this situation). This position will be posted as a regular vacancy if the moving employee remains in the job share for more than six months. At the end of the trial period, the job share arrangement will either be ended, or confirmed on a continuing basis until ended in accord with this memorandum of agreement.
  4. The status of an employee is not altered as the result of job sharing.
  5. If one of the job-sharers is absent because of illness or leave, the other job-sharer shall fill the absent job-sharer's obligations for the period involved, except under extenuating circumstances.
  6. No employee who job shares will lose any employee benefits, and the payment of benefit premiums shall be in accord with the terms of this collective agreement.
  7. Vacation entitlement, sick leave, paid holiday pay shall be pro-rated based on the hours worked by each of the job sharers.
  8. The job sharing arrangement shall be at an end if:
    - (a) one of the job-sharers can no longer be involved in the job sharing because of separation from the Employer; or
    - (b) one of the job-sharers is the successful candidate for a vacancy; or
    - (c) the Employer, or one of the job sharers, finds that job sharing is not working satisfactorily, and gives 30 days' notice, and employees return to the previous positions.

During the job-share trial period:

- if the incumbent leaves the job share under (a) or (b) above, the position is posted and the second employee returns to the previous position;
- if the second employee leaves the job-share under (a) or (b) above, the original incumbent returns to full-time, and if a temporary position had been created to fill a position for the second employee it is to be posted as a regular position, and any other temporary appointment which was made as a result of the job share shall cease and temporary employee who may be displaced shall be subject to layoff.

After the job share trial period has ended and the job-share confirmed to continue:

- if the original holder of the position has left the job share, the other job sharer shall be given layoff notice and the position shall be posted;
  - if the employee who moved to the job share has left the job share, the original incumbent shall return to full-time in the position;
  - if the job share ends because of (c) above, the incumbent shall return to full-time and the person who moved to the job share shall be given layoff notice, and the provisions of the agreement with respect to layoff, bumping and recall will apply.
9. If the Employer eliminates the job shared position, both job-sharers will be given layoff notice and the provisions of the agreement with respect to layoff, bumping and recall will apply.

## **MEMORANDUM OF UNDERSTANDING 2**

### **Water and Waste Water Operators In Training Program and Premium**

This Memorandum establishes a process by which individuals may acquire time in-service training and certification under the Environmental Operators Certification Program (EOCP) by participating in the Town of Gibsons Operator in Training (OIT) Program.

The goals of the Town of Gibsons Operator in Training (OIT) Program are to:

- i. Provide succession planning of key positions in water and wastewater;
- ii. Provide cross-training relating to the operation of the Water and Waste Water Operations;
- iii. Encourage employee development by providing employees with experience and certification hours working in Water and Waste Water Operations;
- iv. Recognize milestones as employees achieve levels of certification.

These goals are in the interest of both the Employer and the employees.

This Memorandum is effective during the term of this collective agreement.

1. *OIT Program:*

- (a) Cross-training shall be provided by an exchange of shifts between eligible Public Work positions.
- (b) The exchange of shifts will take place once per week, schedule permitting. Additional days may be scheduled by the Director of Public Works.
- (c) Eligible Public Work positions include: Labourer - Step 2, Utility Person, Equipment Operator, Facility Maintenance Person, and Assistant Water and Waste Water Technician, provided operational requirements permit.
- (d) Regular employees working in the eligible positions and who are interested in participating in the OIT Program must provide written notification to the Director of Public Works within 60 days of contract ratification or in the case with a new employee, within 60 days of the completion of their probationary period.
- (e) Cross-training shall be provided in order of employee seniority, on a rotating basis.
- (f) The training schedule shall be determined by Director of Public Works or his designate.

- (g) An employee can decline a training shift where he/she can demonstrate a reasonable reason to be excluded from participating. The declined training shift is then made available to the next eligible employee in the rotation.
- (h) Repeated declines of training shift may result in being disqualified from the program.
- (i) Clauses 26.11 and 26.12 notwithstanding, participants in the OIT program shall serve a probationary period of six shifts in order to prove their suitability for continuation in the program.
- (j) Clause 19.3 Substitution Pay shall apply to each training shift.

2. *EOCP Certification Bonus:*

- (a) The purpose of the EOCP Certification Bonus is to recognize milestones as employees achieve levels of certification.
- (b) Regular employees only (not temporary employees) will receive recognition for earning the following certifications:
  - (1) EOCP Water Distribution Levels I, II, III, IV
  - (2) EOCP Waste Water Collection Levels, I, II, III, IV
  - (3) EOCP Waste Water Treatment Operator Levels, I, II, III, IV
- (c) The EOCP Certification Bonus recognition is independent of participation in the OIT Program.
- (d) The EOCP Certification Bonus, pursuant to Clause 19.9, will be paid for each level of certification obtained, to a maximum of seven certifications, regardless of whether the certification is required as part of an employee's existing position. This is equivalent to 25¢ per certification level based on 1,950 hours. The EOCP Certification Bonus will be pensionable.
- (e) The EOCP Certification Bonus payment amount in accordance with Clause 19.9 will be paid per regular employee for each level of certifications held as of December 31<sup>st</sup> of each year. The payment amount for regular employees will not be prorated to the date of certification.
- (f) The EOCP Certification Bonus in accordance with Clause 19.9 for retiring employees will be determined by the number of certifications held as of their retirement date, prorated to the number of months the employee was an employee for that year.
- (g) An employee who resigns or is terminated during the year will not be eligible for payment. Employees on long-term disability shall receive a payment which is prorated to the number of months the employee was working, and/or on short-term disability, during the year.
- (h) This payment will not apply if an employee's certification for any ticket is revoked by EOCP.
- (i) The EOCP Certification Bonus will be paid for hours worked in Public Works or when assigned by the Employer.

**MEMORANDUM OF UNDERSTANDING 3**  
**Term Employees**

During the term of the agreement, the parties will acknowledge the employment status of term employees based on the following terms:

"*employee*" - means a member of the bargaining unit and includes:

"*term employee*" - meaning an employee who is employed for work which is continuous and has been appointed to a regular position for a term (such as maternity leave) with a defined start date. The duration of the term will be contingent on the return of the incumbent of the regular position. The provisions of the collective agreement apply to eligible term employees on a pro rata basis.

Employees filling a term vacancy, and scheduled to work 18½ hours or more a week shall be eligible for all benefits pursuant to Article 23 - Benefits.

Employees filling a term vacancy will be entitled to annual vacation pay as earned at the appropriate per annum rate. At the end of the term, all unused vacation will be paid out.

The parties may need to review the above noted terms and conditions through the life of the agreement and adjust this MOU as needed.