

2020

MEMORANDUM OF AGREEMENT

Between the

District of Squamish

("the District")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2269

("the Union")

THE UNDERSIGNED BARGAINING REPRESENTATIVES, OF THE DISTRICT OF SQUAMISH, AGREE TO RECOMMEND TO THE DISTRICT OF SQUAMISH COUNCIL;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2269, AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2020 JANUARY 01 AND EXPIRING 2021 DECEMBER 31 (the "New Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

**1. Previous Condition**

All of the terms of the 2016-2019 Collective Agreement continue except as specifically varied below.

**2. Term of Agreement**

The term of the New Collective Agreement shall be for two (2) years, from 2020 January 01 to 2021 December 31, both dates inclusive. Subsections (2) and (3) of Section 50 of the BC Labour Relations Code shall be specifically excluded from and shall not apply to the New Collective Agreement.

**3. General Increase**

- a) Effective 2020 January 01, all hourly rates of pay which were in effect on 2019 December 31<sup>st</sup> shall be increased by two percent (2.00%). The new hourly rates shall be rounded to the nearest whole cent.
- b) Effective 2021 January 01, all hourly rates of pay which were in effect on 2020 December 31<sup>st</sup> shall be increased by two percent (2.00%). The new hourly rates shall be rounded to the nearest whole cent.
- c) Retroactive payments arising from (a) will be made as soon as possible following the date of ratification of the Memorandum of Agreement.

4. Housekeeping

Effective the date of ratification of the Memorandum of Agreement or such other date as warranted by the subject matter of the change, the District and the Union agree to make the following amendments:

- a) Delete expired effective dates and related transitional wording;
- b) any changes mutually agreed during the term, or agreed to between the parties during the drafting of the new Collective Agreement;
- c) Update wage schedules and Letters of Understanding to add new positions and delete obsolete positions which changed with notice to the Union during the term, and to otherwise reflect changes to titles and rates of pay in effect when the New Collective Agreement is drafted.

5. Ratification

The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations not later than thirty (30) calendar days from the date on which the Memorandum of Agreement is signed.

Signed this 5th day of November, 2020

BARGAINING REPRESENTATIVES FOR  
THE DISTRICT:



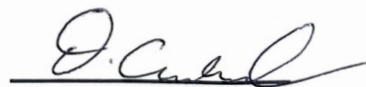
Anita Bleick, Director of HR and  
Chief Spokesperson

Linda Glenday,  
CAO

Digitally signed by Linda  
Glenday, CAO  
Date: 2020.11.05 13:42:34 -08'00'

Linda Glenday, Chief Administrative Officer

BARGAINING REPRESENTATIVES FOR  
CUPE LOCAL 2269



Dan Arnold, President, Local 2269



Sherman Hillier, CUPE National  
Representative

THIS AGREEMENT

MADE AND ENTERED INTO

BETWEEN:

DISTRICT OF SQUAMISH

(Hereinafter called the "Employer")

PARTY OF THE FIRST PART:

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL NO. 2269

Chartered by the Canadian Union of Public Employees  
and affiliated with the Canadian Labour Congress  
(Hereinafter called the "Union")

PARTY OF THE SECOND PART

THIS AGREEMENT MADE this May 10<sup>th</sup>, 2016

BETWEEN:

DISTRICT OF SQUAMISH  
(Hereinafter called the "Employer")

PARTY OF THE FIRST PART

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 2269  
(Hereinafter called the "Union")

PARTY OF THE SECOND PART

---

## Table of Contents

<b>ARTICLE 1 - PURPOSE OF THE COLLECTIVE AGREEMENT .....</b>	<b>7</b>
1.01    PURPOSE .....	7
<b>ARTICLE 2 - DEFINITIONS.....</b>	<b>7</b>
2.01    EMPLOYEE DEFINITIONS .....	7
<b>ARTICLE 3 - RECOGNITION OF THE UNION AND THE BARGAINING UNIT.....</b>	<b>9</b>
3.01    EMPLOYER.....	9
3.02    BARGAINING UNIT .....	9
3.03    NO OTHER AGREEMENTS.....	10
3.04    WORK OF THE BARGAINING UNIT .....	10
<b>ARTICLE 4 - MANAGEMENT RIGHTS .....</b>	<b>10</b>
<b>ARTICLE 5 - NO DISCRIMINATION.....</b>	<b>10</b>
<b>ARTICLE 6 - UNION MEMBERSHIP REQUIREMENT.....</b>	<b>11</b>
6.01    ALL EMPLOYEES TO BE MEMBERS .....	11
6.02    NEW EMPLOYEES .....	11
6.03    INTERVIEWING OPPORTUNITY .....	11
<b>ARTICLE 7 - CHECK OFF OF UNION DUES.....</b>	<b>11</b>
7.01    WRITTEN ASSIGNMENT OF DUES, FEES AND ASSESSMENTS .....	11
7.02    UNION TO ADVISE DISTRICT .....	11
7.03    DUES, FEES AND ASSESSMENTS DEDUCTED.....	11
7.04    DUES ON TEMPORARY PROMOTION TO MANAGEMENT.....	12
7.05    INFORMATION TO UNION.....	12
<b>ARTICLE 8 - LABOUR MANAGEMENT RELATIONS.....</b>	<b>12</b>
8.01    REPRESENTATION .....	12
8.02    REPRESENTATIVES OF CANADIAN UNION OF PUBLIC EMPLOYEES.....	12
8.03    TECHNICAL INFORMATION .....	12
<b>ARTICLE 9 - GRIEVANCE PROCEDURE AND ARBITRATION.....</b>	<b>13</b>
9.01    RECOGNITION OF UNION STEWARD .....	13
9.02    RIGHT TO HAVE UNION STEWARD PRESENT .....	13
9.03    PERMISSION TO LEAVE WORK .....	13
9.04    GRIEVANCE DEFINED .....	13
9.05    GRIEVANCES AND REPLIES SHALL BE IN WRITING.....	14
9.06    FACILITIES FOR GRIEVANCES.....	14
9.07    TECHNICAL OBJECTION TO GRIEVANCES.....	14
9.08    POLICY GRIEVANCE .....	14
9.09    GRIEVANCE PROCEDURES.....	14
9.10    ARBITRATION .....	15

---

9.11	TIME LIMITS .....	16
9.12	ACCESS TO PERSONNEL FILE .....	16
9.13	ADVERSE REPORT .....	16
<b>ARTICLE 10 - SENIORITY .....</b>		<b>16</b>
10.01	GENERAL .....	16
10.02	SENIORITY DEFINED .....	17
10.03	SENIORITY LIST .....	17
10.04	LOSS OF SENIORITY .....	17
10.05	CASUAL, TEMPORARY AND SEASONAL SENIORITY .....	17
<b>ARTICLE 11 - PROMOTIONS AND STAFF CHANGES .....</b>		<b>18</b>
11.01	JOB POSTINGS .....	18
11.02	ROLE OF SENIORITY IN APPOINTMENTS, PROMOTIONS, DEMOTIONS AND TRANSFERS .....	19
11.03	PROBATION .....	19
11.04	TRIAL .....	20
11.05	NOTIFICATION TO UNION .....	20
11.06	INCREASE IN PART-TIME HOURS .....	20
11.07	TEMPORARY AND SEASONAL ASSIGNMENTS .....	21
11.08	MOVEMENT TO POSITION OUTSIDE BARGAINING UNIT .....	21
11.09	JOB SHARING: .....	21
<b>ARTICLE 12 - LAYOFFS, BUMPING AND RECALL .....</b>		<b>24</b>
12.01	LAYOFF .....	24
12.02	LAYOFF PROCEDURE .....	24
12.03	NOTICE OF LAYOFF .....	25
12.04	LAYOFF OPTIONS .....	25
12.05	BUMPING .....	25
12.06	BUMPING NOTICE .....	25
12.07	BUMPING PROCESS .....	26
12.08	TRIAL PERIOD ON BUMPING .....	26
12.09	EFFECTIVE DATE FOR BUMP .....	26
12.10	RECALL PROCEDURE .....	26
12.11	CASUAL, TEMPORARY WORK WHILE ON RECALL LIST .....	27
12.12	SEASONAL LAYOFF AND RECALL .....	28
<b>ARTICLE 13 - HOURS OF WORK .....</b>		<b>28</b>
13.01	WORK WEEK .....	28
13.02	HOURS OF WORK - SCHEDULE "A" .....	28
13.03	HOURS OF WORK - SCHEDULE "B" .....	31
13.04	RCMP CIVILIAN EMPLOYEES .....	32
13.05	COMBINATION OF SCHEDULE "A" AND "B" .....	33
13.06	APPLICABILITY OF HOURS OF WORK SECTIONS .....	33

13.07	CHANGES TO REGULAR HOURS OF WORK.....	34
13.08	EXTRA CASUAL HOURS FOR REGULAR PART-TIME EMPLOYEES .....	34
13.09	CASUAL EMPLOYEES - HOURS.....	34
13.10	REST BETWEEN SHIFTS.....	36
13.11	REST PERIODS.....	36
13.12	SHIFT PREMIUM.....	36
13.13	ASSIGNMENT OF SHIFTS .....	36
13.14	SPLIT SHIFTS .....	37
13.15	CALL OUT.....	37
13.16	CHANGE OF SHIFTS AND SHIFT START TIMES.....	37
13.17	STANDBY .....	38
<b>ARTICLE 14 - OVERTIME .....</b>		<b>38</b>
14.01	OVERTIME DEFINED .....	38
14.02	OVERTIME .....	38
14.03	OVERTIME BANK.....	39
14.04	PROVISIONS FOR MEALS AND REST PERIODS ON OVERTIME .....	39
<b>ARTICLE 15 - CLOTHING AND DIRTY PAY.....</b>		<b>40</b>
15.01	GLOVES.....	40
15.02	RAINGEAR ALLOWANCE AND COVERALLS.....	40
15.03	WORK BOOTS.....	40
15.04	AQUATIC CLOTHING.....	41
15.05	DIRTY PAY.....	41
15.06	HERBICIDE, PESTICIDE AND FERTILIZER APPLICATION .....	41
15.07	OCCUPATIONAL FIRST AID ATTENDANTS .....	41
<b>ARTICLE 16 - PUBLIC HOLIDAYS .....</b>		<b>42</b>
16.01	PUBLIC HOLIDAYS.....	42
16.02	PAY FOR PUBLIC HOLIDAYS - REGULAR PART-TIME AND PART-TIME PROBATIONARY EMPLOYEES.....	42
16.03	PUBLIC HOLIDAY PAY FOR CASUAL, TEMPORARY AND SEASONAL EMPLOYEES.....	42
16.04	DAYS IN LIEU WHEN PUBLIC HOLIDAY FALLS ON A SATURDAY OR SUNDAY .....	42
16.05	PUBLIC HOLIDAY PAY .....	42
16.06	PUBLIC HOLIDAYS ON DAY OFF.....	43
<b>ARTICLE 17 - ANNUAL VACATIONS .....</b>		<b>43</b>
17.01	PURPOSE .....	43
17.02	VACATION ENTITLEMENTS.....	43
17.03	VACATIONS AND VACATION PAY FOR CASUAL, TEMPORARY AND SEASONAL EMPLOYEES.....	44
17.04	VACATION LEAVE PREFERENCE.....	44
17.05	VACATION WHILE ON WCB OR LTD. ....	44
17.06	PUBLIC HOLIDAY WHILE ON VACATION.....	45

17.07	SICKNESS/INJURY/BEREAVEMENT WHILE ON VACATION .....	45
17.08	VACATION/VACATION PAY ON RETIREMENT .....	45
17.09	PAYMENT OF VACATION PAY AMOUNTS .....	45
17.10	VACATION ENTITLEMENT FOR EMPLOYEES WHOSE STATUS CHANGES .....	45
17.11	CALLBACK WHILE ON VACATION LEAVE .....	45
17.12	VACATION DEFERMENT .....	46
17.13	VACATION PAY IN YEAR OF TERMINATION .....	46
17.14	SUPPLEMENTAL VACATION LEAVE .....	46
<b>ARTICLE 18 - LEAVE OF ABSENCE .....</b>		<b>46</b>
18.01	FOR UNION BUSINESS .....	46
18.02	LEAVE FOR UNION DUTIES .....	46
18.03	BEREAVEMENT LEAVE .....	47
18.04	PALLBEARER'S/MOURNER'S LEAVE .....	47
18.05	GENERAL LEAVE .....	48
18.06	JURY OR COURT WITNESS DUTY .....	48
18.07	MATERNITY AND PARENTAL LEAVE .....	48
18.08	PATERNITY LEAVE .....	51
<b>ARTICLE 19 - PAYMENT OF WAGES AND ALLOWANCES .....</b>		<b>51</b>
19.01	PAY DAYS .....	51
19.02	EQUAL PAY FOR EQUAL WORK .....	51
19.03	DAILY GUARANTEE .....	51
19.04	ACTING RATE OF PAY .....	52
19.05	EDUCATION ALLOWANCE .....	53
19.06	PROFESSIONAL FEES .....	54
19.07	CERTIFICATION AND RECERTIFICATION .....	54
<b>ARTICLE 20 - CLASSIFICATION AND VALUATION OF POSITIONS .....</b>		<b>54</b>
20.01	DEFINITIONS .....	54
20.02	JOB DESCRIPTIONS .....	54
20.03	NOTIFICATION TO UNION .....	55
20.04	NEW CLASSIFICATIONS .....	55
20.05	RECLASSIFICATION OF CURRENT CLASSIFICATIONS .....	55
20.06	ARBITRATION .....	55
20.07	RETROACTIVE APPLICATION .....	56
<b>ARTICLE 21 - EMPLOYEE BENEFITS .....</b>		<b>56</b>
21.01	ELIGIBILITY FOR BENEFITS .....	56
21.02	REGULAR BENEFITS .....	57
21.03	SEASONAL BENEFITS .....	58
21.04	EMPLOYEE ASSISTANCE PROGRAM .....	59
21.05	PENSION (MUNICIPAL) PLAN .....	59
21.06	SICK LEAVE .....	59



21.07	MEDICAL STATEMENTS AND MEDICALS .....	60
21.08	PREMIUMS FOR BENEFITS DURING ABSENCE .....	60
21.09	PAY IN LIEU OF BENEFITS .....	61
21.10	RETIREMENT PAY .....	61
<b>ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY .....</b>		<b>62</b>
22.01	IN ACCORDANCE WITH WORKSAFE BC.....	62
22.02	COMMITTEE .....	62
<b>ARTICLE 23 - TECHNOLOGICAL CHANGES.....</b>		<b>62</b>
23.01	UNION NOTIFICATION OF CHANGES .....	62
23.02	NO TERMINATION.....	62
23.03	TRAINING PROGRAM .....	62
<b>ARTICLE 24 - JOB SECURITY .....</b>		<b>63</b>
24.01	CONTRACTING OUT .....	63
24.02	VOLUNTEERS.....	63
<b>ARTICLE 25 - GENERAL .....</b>		<b>63</b>
25.01	FORMS TO BE COMPLETED.....	63
25.02	NEW EMPLOYEES TO BE ACQUAINTED.....	63
25.03	PLURAL OR FEMININE TERMS MAY APPLY .....	63
25.04	BULLETIN BOARDS .....	63
25.05	TOOLS, EQUIPMENT AND VEHICLES .....	63
25.06	FUNDED WORK PROGRAM EMPLOYEES.....	64
25.07	WORK IN TWO CLASSIFICATIONS – TEMPORARY EMPLOYEES.....	64
25.08	CROSSING OF LEGAL PICKET LINES .....	64
25.09	UNION LABEL .....	64
<b>ARTICLE 26 – WHISTLE BLOWER PROTECTION .....</b>		<b>64</b>
<b>ARTICLE 27 - PRESENT CONDITIONS AND BENEFITS .....</b>		<b>65</b>
27.01	PRESENT CONDITIONS TO CONTINUE .....	65
27.02	CONTINUATION OF ACQUIRED RIGHTS .....	65
<b>ARTICLE 28 - LABOUR MANAGEMENT COMMITTEE .....</b>		<b>65</b>
28.01	COMMITTEE .....	65
28.02	PURPOSE .....	65
28.03	MEETINGS .....	65
28.04	MEETING REMUNERATION.....	65
<b>ARTICLE 29 - TERM OF AGREEMENT .....</b>		<b>66</b>
29.01	TERM.....	66
29.02	PROCEDURE .....	66
29.03	RETROACTIVITY .....	66

29.04	MUTUALLY AGREED CHANGES .....	66
	<b>LETTER OF UNDERSTANDING #2 .....</b>	<b>68</b>
	<b>LETTER OF UNDERSTANDING #3 .....</b>	<b>69</b>
	CASUAL EMPLOYEE HOURS: .....	69
	<b>LETTER OF UNDERSTANDING #4 .....</b>	<b>70</b>
	<b>LETTER OF UNDERSTANDING #5 .....</b>	<b>71</b>
	SENIORITY: .....	71
	<b>LETTER OF UNDERSTANDING #6 .....</b>	<b>72</b>
	<b>LETTER OF UNDERSTANDING #7 .....</b>	<b>77</b>
	<b>LETTER OF UNDERSTANDING # 8.....</b>	<b>78</b>
	<b>LETTER OF UNDERSTANDING # 9.....</b>	<b>79</b>
	<b>LETTER OF UNDERSTANDING # 10.....</b>	<b>80</b>
	<b>CASUAL EMPLOYEE SECTION.....</b>	<b>81</b>
	<b>WAGE SCHEDULE "A" 2016-2019 .....</b>	<b>86</b>
	<b>WAGE SCHEDULE "B" 2016-2019.....</b>	<b>90</b>
	<b>INDEX.....</b>	<b>95</b>

## **ARTICLE 1 - PURPOSE OF THE COLLECTIVE AGREEMENT**

### 1.01 Purpose

THE PARTIES agree that the purpose of this Collective Agreement is to:

- a) maintain and promote harmonious relations;
- b) maintain and enhance the practices and procedures of collective bargaining;
- c) promote conditions favourable to the orderly and constructive settlement of disputes;
- d) encourage efficiency in the District's operations and quality in service delivery;
- e) promote the morale, well being and security of all Employees in the bargaining unit; and
- f) recognize the value of joint discussions and negotiations in all matters pertaining to working conditions.

## **ARTICLE 2 - DEFINITIONS**

### 2.01 Employee Definitions

- a) **Regular Employee:** is a person employed on a full-time or part-time basis, in a position which is expected to be continuous, and who has successfully completed probation in accordance with Article 11.03.
- b) **Probationary Employee:** is a person employed full-time or part-time in a regular position and who is serving the probationary period in accordance with Article 11.03.
- c) **Temporary Employee:** is a person employed full or part-time, on a temporary basis for a specific period of time or specific purpose of up to six (6) months duration. (This period of time may be extended initially with the mutual agreement of the parties if it is known or expected that the duration will exceed six (6) months). Extensions may be obtained only by mutual consent in writing not less than 10 working days prior to the expiry of the temporary period. When the temporary appointment is at an end, the Employee is considered separated.

Consecutive temporary opportunities for a specific period of time or specific purpose consisting of the same or similar work as previously performed within the previous 90 days will not be created, except for recreation programs.

The Parties may, with mutual agreement, provide for consecutive temporary opportunities in any department.

- d) **Casual Employee:** is a person employed on a day-to-day basis (sporadic or consecutive); to perform specific short-term or occasional functions (not to exceed 14 calendar days), or to fill in for another Employee to a maximum of forty-two (42) days unless the Employee being replaced is on vacation. A casual Employee can be scheduled ahead of time, but at any time may only be scheduled for up to 10 consecutive working days unless the Employee being replaced is on vacation
- e) **Seasonal Full-time Employee:** is a person employed on a regular full-time basis in a regularly reoccurring seasonal position. The employee gains seniority in the same manner as casual and temporary employees gain seniority and earn recall rights to the position they hold.
- f) **Seasonal Part-time Employee:** is a person employed in the Recreation Department (or by mutual agreement another Department) on a regular part-time basis in a regularly reoccurring seasonal position. The employee gains seniority in the same manner as casual and temporary employees gain seniority and earn recall rights to the position they hold.
- g) **Regular Full-Time Position:** is a position of an ongoing nature that requires employment on a full-time basis of forty (40) hours per week for Schedule 'A' or thirty-five (35) hours per week for Schedule 'B' or other such number of weekly hours as is recognized in this Agreement as normal for a particular class of full-time positions.
- h) **Regular Part-time Position:** is a position of an on-going nature that requires employment on a part-time basis of less than forty (40) hours per week for Schedule 'A' or thirty-five (35) hours per week for Schedule 'B' or other such number of weekly hours as is recognized in this Agreement as normal for a particular class of part-time positions.

- i) **Temporary Position:** is a position, full-time or part-time, which is of a limited duration.
- j) **Seasonal Position:** is a position, full-time or part-time, which is seasonally reoccurring, but of limited duration to a maximum of nine (9) months.
- k) **Promotion:** for the purpose of this agreement is the movement of an Employee to a position in a classification with a higher rate of pay.
- l) **Transfer:** for the purpose of this agreement is the movement of an Employee to a position in a classification with the same rate of pay.
- m) **Demotion:** for the purpose of this agreement is the movement of an Employee to a position in a classification with a lower rate of pay.
- n) **Last Date of Hire:** is the date an Employee last entered the service of the Employer without a break in status as an Employee.
- o) **Days:** in this Collective Agreement means calendar days unless specified differently.
- p) **Adverse Report:** means a written report related to the disciplinary action or warning of disciplinary action of an Employee.
- q) **Letter of Expectations:** is a written letter provided to an Employee outlining specific job behavior expectations. A letter of Expectation is not an Adverse Report.

### **ARTICLE 3 - RECOGNITION OF THE UNION AND THE BARGAINING UNIT**

#### 3.01 Employer

The District of Squamish is an Employer within the meaning of the Labour Relations Code of British Columbia.

#### 3.02 Bargaining Unit

The Employer, or anyone authorized to act on its behalf, approves and recognizes CUPE Local 2269 as the sole collective bargaining agent for all Employees of the District save and except those excluded by the Labour Relations Code of British Columbia.

3.03 No Other Agreements

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

3.04 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except in the case of an emergency or for the purpose of instruction.

**ARTICLE 4 - MANAGEMENT RIGHTS**

4.01 The management, supervision and control of the Employer's operation and the direction of the working force shall remain the exclusive function of management, provided that such management and direction does not contravene the express provisions of this Agreement.

4.02 The question of whether one of these rights is limited by this Agreement shall be decided through the grievance procedure.

4.03 The Employer shall always have the right to hire, discipline, demote, promote and discharge Employees for proper cause, or as set out in Article 11.03 dealing with probation.

**ARTICLE 5 - NO DISCRIMINATION**

5.01

- a) The Employer and the Union agree that there shall be no discrimination against an Employee regarding employment on any term as set out in Section 13 of the Human Rights code.
- b) The Employer and the Union agree that there shall be no discrimination, interference, restrictions or coercion exercised or practiced with respect to any Employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, discharge, or otherwise by reason of his/her membership or activity in the Union.

5.02 The Employer and the Union agree that harassment will not be tolerated in the workplace.

---

**ARTICLE 6 - UNION MEMBERSHIP REQUIREMENT**

6.01 All Employees to Be Members

All Employees of the Employer, as a condition of continuing employment, shall become and remain members in good standing of the Union. All future Employees of the Employer shall, as a condition of continued employment, become and remain members in good standing of the Union.

6.02 New Employees

The Employer agrees to acquaint new Employees with the fact that a Union Agreement is in effect.

6.03 Interviewing Opportunity

A representative of the Union or Steward shall be given an opportunity to interview each new Employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new Employee with the benefits and duties of Union membership and its responsibilities and obligations to the Employer and the Union.

**ARTICLE 7 - CHECK OFF OF UNION DUES**

7.01 Written Assignment of Dues, Fees and Assessments

The Employer agrees to honour a written assignment and check-off all Union dues, fees, and assessments levied in accordance with the Constitution, and/or Bylaws of the Union for all Employees as a condition of continuing employment.

7.02 Union to Advise District

The Union agrees to advise the Employer of the amounts of such Union dues and/or assessments as may be determined from time to time by said Union.

7.03 Dues, Fees and Assessments Deducted

The Employer, upon receipt of such advice from the Union, shall thereupon make the deductions from the earnings of the Employees. The amounts deducted together with a list of those Employees from whom such deductions were made, shall be remitted to the Union Treasurer not later than the pay day following that from which the deductions were made. The Union further agrees to indemnify the Employer with regards to check offs, collection and remitting of

dues money to the Union.

7.04 Dues on Temporary Promotion to Management

An Employee temporarily promoted to a management position pursuant to Article 19.04, shall continue to pay membership dues, through payroll deduction, in an amount equal to what the Employee would have paid had they remained in the bargaining unit.

7.05 Information to Union

The District will provide to the Union from time to time, upon request, the names and mailing addresses of current members of the bargaining unit, as on file. This information is for the exclusive use of the Union.

**ARTICLE 8 - LABOUR MANAGEMENT RELATIONS**

8.01 Representation

No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers and Stewards for each department as appointed by the Union. Similarly, the Employer will supply the Union with a list of its supervisory or other personnel with whom the Union shall be required to transact business. All communication between the Union and/or any of its Officers or Stewards and the Employer shall be between the President of the Union and the CAO of the Employer in writing.

8.02 Representatives of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

8.03 Technical Information

The Employer and the Union agree to exchange such information as: job descriptions, positions in the bargaining unit, job classifications, wage rates, pension, and welfare plans.



**ARTICLE 9 - GRIEVANCE PROCEDURE AND ARBITRATION**

9.01 Recognition of Union Steward

- a) In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Stewards. The Steward shall assist any Employees whom the Steward represents, in preparing a grievance in accordance with the grievance procedure.
- b) The Union shall notify the Employer in writing of the names of all Union Stewards.

9.02 Right to Have Union Steward Present

- a) An Employee shall have the right to have a Steward or Union Representative present at any discussions with management supervisory personnel, which the Employee believes might be the basis of disciplinary action.
- b) (i) Where a management supervisor intends to interview an Employee for disciplinary purposes, the supervisor shall so notify the Union in advance of the purpose of the interview in order that the Steward or Union Representative may be present at the interview. Where this may result in an unacceptable delay of the interview, the supervisor may contact the Steward directly.
- (ii) No Employee is required to answer to the charges without a Steward or Union Representative present.

9.03 Permission to Leave Work

The Employer agrees that Stewards shall not be hindered, coerced, restrained, or interfered with in any way in the performance of their duties, while investigating disputes. The Union recognizes that each Steward is employed by the Employer and that the Steward will not leave work during working hours except to perform duties under this Agreement. Therefore no Steward or Employee involved in the aforementioned investigation shall leave work without obtaining the permission of the Department Head, which permission shall not be unduly withheld.

9.04 Grievance Defined

Should any difference arise between the persons bound by the Agreement

concerning its interpretation, application, operation or alleged violation thereof, including any question governing the dismissal or suspension of an Employee bound by the Agreement, and including any questions as to whether any matter is arbitrable, there shall be no stoppage of work on account of such difference and an earnest effort shall be made to settle the difference in the following manner.

9.05 Grievances and Replies Shall Be in Writing

The grievance shall be stated in writing and shall state the Article of this agreement grieved when possible. All replies to grievances, at all stages shall be in writing and shall state reasons.

9.06 Facilities for Grievances

The Employer shall supply the necessary facilities for grievance meetings.

9.07 Technical Objection to Grievances

No grievance shall be defeated or denied by any formal or technical objection. An arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which the arbitrator deems just and equitable.

9.08 Policy Grievance

Where a dispute involves a question of general application or interpretation, or when a group of Employees, the Union or the Employer has a grievance, the grievance shall commence at Step 3 of the Grievance Procedure.

9.09 Grievance Procedures

a) Informal Discussion

The parties recommend, that prior to filing a formal grievance, an Employee who has a perceived difference may meet with the immediate management supervisor and that the Employee and supervisor shall informally discuss the matter and attempt to resolve it. Either person may be accompanied by a shop steward or witness.

b) Grievance Process

Step 1

A difference shall be submitted in writing as a grievance and shall be

referred to the immediate management supervisor within seven (7) days of the Employee or the Union becoming aware, or should have reasonably been aware of the incident giving rise to the grievance. There shall be seven (7) days to resolve the grievance.

If the immediate management supervisor is the department head, and the grievance is not resolved, Step 2 shall be skipped.

#### Step 2

A matter not resolved at Step 1, may be referred in writing within seven (7) days by the Union to the appropriate department head. There shall be seven (7) days to meet and resolve the grievance.

#### Step 3

A grievance not resolved at Step 2 above, may be referred in writing to the Administrator within seven (7) days. A meeting involving up to three (3) representatives of the Union and up to three (3) representatives of the Employer shall be held within fourteen (14) days to resolve the grievance. The Administrator shall have five (5) days to respond in writing following the meeting. The Union shall notify the Administrator in writing of its acceptance or rejection of the response within five (5) days of receiving it. If the matter is not resolved the Union shall refer it to arbitration within a further ten (10) days.

#### c) Mediation

A grievance not resolved at Step 3 above, may be referred to mediation by either party within five (5) days of the referral to arbitration. This referral shall be done by requesting the Labour Relations Board to appoint a mediator to assist the parties to settle the grievance. Time does not run in respect of the arbitration procedure in this Article until the mediator has completed the mediation process.

### 9.10 Arbitration

#### a) Arbitration

If arbitration is to be used, the Parties shall agree on a single arbitrator, or should the parties fail to appoint an arbitrator within seven (7) days of the reference to arbitration, either party may request the Director of the Collective Agreement Arbitration Bureau to make the appointment.

b) Arbitration General

- (i) The arbitrator shall not have the power to add to, amend, subtract from, or in any way alter the terms of this Collective Agreement.
- (ii) The decision of the arbitrator shall be final and binding upon the parties and upon any person affected by it.
- (iii) The expenses and compensation of the arbitrator shall be shared equally by the parties.

9.11 Time Limits

Wherever a stipulated time is mentioned in the grievance and arbitration procedures, the said time may be extended only by mutual consent of the parties.

9.12 Access to Personnel File

An Employee shall have the right, by appointment, to have access to and review his/her personnel file and shall have the right to receive a copy of and to respond in writing to any document contained therein, such a reply becoming part of the permanent record. The appointment will be scheduled within 4 working days of receipt of a written request to access the file.

9.13 Adverse Report

a) Notice of Adverse Report

The Employer will not introduce as evidence in any hearing related to disciplinary action any adverse document from the file of an Employee, the existence of which the Employee was not made aware at the time the document was placed on the Employee's personnel file.

b) Removal of Adverse Reports

Any adverse report is to be removed from a personnel file after twenty-four (24) months of cumulative time at work provided there are no further adverse reports of a similar nature.

**ARTICLE 10 - SENIORITY**

10.01 General

The Parties hereto recognize that all Employees are entitled to a measure of employment security, based on seniority, and that the Employee shall accrue

---

certain preference in this respect as provided in this Agreement.

#### 10.02 Seniority Defined

- a) Seniority is defined as a Regular Employee's calculated length of service with the District and is measured from the last date of hire. An Employee shall not acquire seniority while on probation but shall be given seniority credit for the probation period and previous time served as measured by the actual number of hours worked back to the last date of hire, upon successful completion of probation. Therefore, seniority shall continue to accrue while a Regular Employee is on leave of absence, without pay or without loss of pay, and while on layoff with recall rights.
- b) Seniority shall operate on a bargaining-unit wide basis.
- c) A Casual Employee who successfully completes the probation period for a regular position shall have regular seniority on the basis of the date on which Regular Employee status was achieved.

#### 10.03 Seniority List

The Employer shall maintain a seniority list showing the date upon which each Regular Employee's current service commenced, and the seniority accrued. An up-to-date seniority list shall be sent to the Union quarterly and shall be posted in all Departments.

#### 10.04 Loss of Seniority

An Employee shall lose seniority and shall no longer be an Employee only in the event the Employee:

- a) is discharged for just cause;
- b) resigns;
- c) is absent from work in excess of two (2) working days (of the Employee) without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
- d) no longer has recall rights;
- e) is permanently moved to a position outside the bargaining unit after six (6) months from the date of the move;
- f) retires.

#### 10.05 Casual, Temporary and Seasonal Seniority

- a) Seniority
-

Any Casual, Temporary or Seasonal Employees who have worked more than 520 hours (Schedule A) or 455 hours (Schedule B) in a twenty four (24) month period in a single department will be considered to have acquired casual-seniority in that Department. This casual seniority will be established on the basis of the date upon which the casual Employee was last hired in that department, and use such seniority for purposes of being considered for the vacancy or for the purpose of assignment of shifts in accordance with 13.09a).

- b) Except for a Casual Guard employed at the RCMP detachment, a Casual Employee who is not called to work for three (3) months or is unavailable for work for a period of three (3) months or more, shall be considered separated and/or lose all seniority in that department.

#### **ARTICLE 11 - PROMOTIONS AND STAFF CHANGES**

##### 11.01 Job Postings

- a) When a vacancy occurs or a new position is created for a regular position which the Employer has decided to fill it shall be posted on all bulletin boards for five (5) working days and filled within forty (40) working days of the posting closing. Positions may be advertised in the media only after the Employer has determined an internal applicant is not the successful applicant. Where the Employer decides not to fill a vacant position, the Employer will provide an explanation to the Union if so requested.
- b) The Employer, on a temporary basis, may fill a posted position during the posting and selection period.
- c) For temporary positions of up to forty-two (42) days, a posting is not required. Positions of longer than forty-two (42) days (seventy-eight (78) days only in the case of temporary aquatic program positions) shall be posted except where the vacancy is created by the absence of an Employee due to vacation.
- d) If a temporary position is made into a regular position, the new regular position shall be posted at least 14 days prior to the end of the temporary position.
- e) (i) A posting shall include the following information:  
Nature of position, qualifications, skills, required knowledge and

education, current shift hours and days, number of hours of work per week, and wage rate.

- (ii) Such qualifications may not be established in an arbitrary or discriminatory manner, and shall reflect the contents of the Job Description.

#### 11.02 Role of Seniority in Appointments, Promotions, Demotions and Transfers

- a) Both parties recognize the principle of promotion within the service of the Employer in the bargaining unit
- b)
  - (i) For classifications required by their job description to supervise other employees in the bargaining unit listed in LOU#4, appointments, promotions, demotions, and transfers shall be based on the ability, knowledge, qualifications and seniority of the Regular Employees considered. Where the ability, qualifications and knowledge of the applicants are relatively equal, the senior applicant will be the successful candidate.
  - (ii) For all other classifications, where the ability, qualifications and knowledge are sufficient to perform the functions of the posted position, the senior applicant shall be appointed.
- c) If the position is not filled by a Regular Employee in (i) or (ii) above, the ability and qualifications of Casual, Temporary and Seasonal Employees shall be considered, and if relatively equal, the senior applicant as determined in Article 10.05 shall be appointed.
- d) If the position is not filled by an Employee in b (i), (ii), or c) above, all other applicants shall be considered.

#### 11.03 Probation

- a) Probation Period  
A newly appointed Regular Employee shall serve a probationary period of 520 hours (Schedule A) or 455 hours (Schedule B) worked. The probationary period may be extended for a maximum of 160 hours worked (Schedule A) or 140 hours worked (schedule B) by mutual consent between the Parties.
  - b) Purpose of Probation
-

The purpose of probation is to determine the Employee's suitability for employment by the District as a Regular Employee. Upon successful completion of the probationary period, the Employee shall be considered permanent.

#### 11.04 Trial

- a) A Regular Employee who moves from one classification to another shall be placed on trial for a period of 520 hours (Schedule A) or 455 hours (Schedule B) worked. Conditional on satisfactory service, upon successful completion of the trial period, the Employee shall be considered permanent in the position.
- b) In the event the successful applicant proves unsatisfactory in the position during the trial period, is unable to perform the duties of the new job classification, or if the Employee wishes to return to the previous position, the Employee shall be returned to the Employee's former position, except in the case of a bump in which case the Employee shall be laid off.
- c) Any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to the Employee's former position without loss of seniority and wage.

#### 11.05 Notification to Union

The Employer agrees to notify the Union, in writing, when an Employee covered by this agreement is hired, promoted, demoted, transferred, laid off, recalled, resigns, is temporarily assigned pursuant to Article 11.07, or is suspended, terminated, or disciplined.

#### 11.06 Increase in Part-time Hours

- a) When a regular part-time position's normal hours are increased on an ongoing basis by up to and including five hours per week with a maximum of two hours on any day, the incumbent, if a Regular Employee, shall be given the opportunity to accept the increased hours. If the incumbent declines the opportunity, the incumbent shall be given layoff notice with the right to exercise any bumping rights.
- b) If the increase in hours, on an ongoing basis, of a part-time position is greater than either five hours in a week or two hours in a day, or creates a full-time position, or if the position becomes vacant, it shall be posted.



- c) Notwithstanding a) and b) above, the incumbent shall work the changed number of hours if employed as a Regular Employee on a part-time basis in any of the following classifications: Program Instructor; Pre-School Instructor; Lifeguard Instructor. However, if the increase in hours creates a full-time position it shall be posted.

#### 11.07 Temporary and Seasonal Assignments

- a) Regular Employees may move to a temporary or seasonal position only after twelve (12) months of work in the Employee's regular position.
- b) Regular Employees may move into a subsequent temporary position from a current temporary position only after the completion of the current temporary assignment.
- c) Regular Employees who move to temporary positions made available by augmenting the staff or by a special project of limited duration shall upon completion of said assignment be returned to the Employee's former position without loss of seniority and scheduled rate of pay.
- d) Regular Employees who apply for and move into a seasonal position will become a Seasonal Employee and will lose recall and bumping rights for their former regular position.

#### 11.08 Movement to Position Outside Bargaining Unit

- a) No Employee shall move to a position outside the bargaining unit without the Employee's consent.
- b) A Regular Employee who has been moved to a position with the Employer outside the bargaining unit and who returns to the bargaining unit, shall have time sensitive benefits such as vacation, sick leave, etc. based on total service with the Employer since last date of hire.

#### 11.09 Job Sharing:

- 1. Two persons, one of whom must be a full-time Employee and the other must be a Regular, Temporary or Casual Employee, who wish to job share in a full-time position already being filled by one of them, shall make a written request to the Employer, with a copy to the Union. The request shall specify the basis of the sharing, set out the details of how the duties and responsibilities will be shared and communicated, and indicate concurrence with the conditions in this Article of the Agreement.

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, which shall be sent to the Employees and Union, shall also be based on the following principles to determine suitability of the persons and the position 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 and qualifications for the position.

The arrangement for job sharing shall be for a specific period of not less than six months and not more than one year. The posting for the 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 12 months.

The status of an Employee is not altered as the result of job sharing, unless one was a Casual Employee in which case the Employee will be a Temporary Employee for the duration of the job share.

2. Job sharing shall be on the basis of:
  - a) if on a five day week:
    - (i) one job-sharer being assigned three days every week and the other two days; or
    - (ii) a split resulting in each working 2.2 days each week; or
    - (iii) a split of one-half of the hours each day; or
    - (iv) a schedule whereby the job sharers alternate 3- and 2- day work weeks each week.
  - b) if on a 10 hour or 12 hour shift each working 50% of the hours each day or 50% of the days

3. Job sharers may be asked to work additional hours in the job they hold, but may not work additional casual or temporary hours elsewhere.
4. 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.
5. Vacation entitlement, sick leave, public holiday pay shall be pro-rated based on the hours worked by each of the job sharers.
6. The job sharing arrangement shall be at an end if:
  - a) one of the Employees can no longer be involved in the job sharing because of separation from the District; 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 give 30 days notice, and Employees return to the previous positions.

If this occurs during the first 12 months of a job share and the incumbent leaves the job share under (a) or (b) above, the position is posted and the Employee who moved returns to the previous position. If the Employee who moved to the job share leaves under (a) or (b) above, the original holder returns to full-time, and the temporary position is posted as a regular position. Any other temporary appointment which was made as a result of the job share shall cease and a temporary appointment which was made as a result of the job share shall cease and a Temporary Employee who may be displaced shall be given layoff notice.

If the job share arrangement has been in effect for at least 12 months, and 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.

7. In the event the Employer intends to fill a vacancy created by one of the job sharers absence, the other job sharer shall be offered the absent job

sharer's obligations for the period involved.

8. If the Employer eliminates the job shared position, or reduces the hours of the job shared position to the extent that a layoff would occur, both job sharers will be given layoff notice and the provision of the agreement with respect to layoff, bumping and recall will apply.
9. If the job sharing arrangement is for longer than six months, a review will be conducted before the end of six months.
10. The job sharing arrangement is renewable provided a request for renewal is made to the Employer at least 30 days prior to the expiry of the existing arrangement. All the conditions outlined above shall be followed.

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

##### 12.01 Layoff

###### a) Layoff Defined

A layoff shall be defined as an Employer initiated reduction in the work force or a reduction in a Regular Employee's regular hours of work as defined in this Agreement.

###### b) Layoff Exceptions

It is recognized that Regular part-time Employees within the Recreation department who have seasonally adjusted hours shall not be deemed to be laid off except if there is an elimination of the Employee's position or a reduction of five or more hours per week in their work schedule.

Pre-School Instructors, Program Instructors and Lifeguard Instructors shall not be deemed to be laid off at the end of lesson/program sets.

##### 12.02 Layoff Procedure

- a) Both Parties recognize that job security should increase in proportion to length of service.
- b) The Employer has the responsibility to determine, in consultation with the Union, which positions are to be laid off. In the event of a layoff of an Employee in a department with more than one position in the same classification, the junior Employee in that classification shall be laid off.

#### 12.03 Notice of Layoff

- a) The Employer shall give an Employee who is to be laid off, advance notice in writing as follows:
  - one week of notice after 3 consecutive months of employment;
  - 2 weeks of notice after 12 consecutive months of employment;
  - 3 weeks of notice after 3 consecutive years of employment, plus one
  - additional week for each additional year of employment, to a maximum of 8 weeks notice.
- b) If sufficient notice is not given, the Employee shall be paid what the Employee normally would have earned during the notice period.
- c) The provision of this clause shall not apply because of temporary suspension of work due to inclement weather.

#### 12.04 Layoff Options

An Employee who is given layoff notice has the option to choose only one (1) of the following alternatives by the end of lay-off notice period:

- a) Accept the layoff;
- b) Accept the layoff if it is a reduction in hours and work the reduced hours;  
or
- c) Bump an Employee with less seniority.

#### 12.05 Bumping

- a) The Employer recognizes the right of Regular Employees to exercise seniority within the bargaining unit to bump in the event of layoff into another position provided that they possess the necessary qualifications to perform the duties of that position.
- b) An Employee who exercises bumping rights can only bump into a position which is regular. A Regular part-time Employee can only bump into a position which has the same or fewer hours of work per week.
- c) A Program Instructor and a Pre-School Instructor shall not have the right to bump at the end of a lesson/program set.

#### 12.06 Bumping Notice

A Regular Employee who is given notice of layoff shall also be provided with a form to be used by the Employee to indicate the option he wishes to exercise in

---

accordance with 12.04. In the event the Employee chooses to bump, he shall identify the position into which he wishes to bump.

#### 12.07 Bumping Process

- a) A Regular Employee wishing to bump will advise the Employee's Department Head in writing within seven (7) days of receipt of the layoff notice. This period may be extended by mutual agreement.
- b) A Regular Employee wishing to bump and who is on an approved leave of absence during the notice period, will advise the Employee's Department Head in writing within five days worked following receipt of the lay-off notice.
- c) The Employee, when advising of the wish to bump, shall indicate where the bump should occur.
- d) The Employer, within seven (7) days of receipt of the returned bumping notice, shall advise if the Employee is able to bump.
- e) If the Employee is not able to bump, the Employee may grieve by filing a grievance at Step 2 of the Grievance Procedure.

#### 12.08 Trial Period on Bumping

The Union agrees that the trial period, as stated in Article 11 shall be in effect.

#### 12.09 Effective Date for Bump

In the event the Employee who has bumped is placed in the new position before the end of the layoff notice period, the Employee shall receive no reduction in regular pay until the end of the layoff notice period.

Thereafter, the Employee shall be paid the rate for the new position. Movement to the new position shall be in accordance with Article 13 pertaining to periods between shifts and work weeks.

#### 12.10 Recall Procedure

- a) Length of Recall Rights
  - (i) A Regular Employee with less than one year of seniority who is laid off or who bumps, or who has applied for a posted vacancy during the lay-off notice period and obtained it, shall have recall rights for six months from the effective date of the layoff or bump.

- (ii) A Regular Employee with one year or more of seniority who is laid off or who bumps, or who has applied for a posted vacancy during the lay-off notice period and obtained it, shall have recall rights for one year from the effective date of the layoff or bump.
- b) Recall

If a vacancy occurs in a classification from which a Regular Employee has been laid off or has exercised bumping rights, the Employee shall be recalled to the classification provided the Employee still has recall rights, is qualified to do the work, and provided the position is for the same number of hours that the Employee worked at the time of the layoff or bump. Recall shall be in order of seniority.
- c) Recall Process and Response
  - (i) An Employee who is offered a recall but declines shall no longer have recall rights, unless the Employee declined for medical reasons.
  - (ii) An Employee who fails to return to work within fourteen (14) days following a recall, after being notified by double registered mail (or equivalent) or by hand, to do so, shall be deemed to have declined the recall, unless unable to do so because of sickness or other just cause. The fourteen (14) day period commences on the date the Employee receives the notification of the recall.
- d) It is the responsibility of the Employee to keep the Employer informed of the Employee's current address.
- e) Loss of Recall Rights
  - (i) An Employee who bumps and subsequently obtains a posted vacancy shall no longer have recall rights. An Employee who is laid off and who obtains a posted vacancy shall no longer have recall rights
  - (ii) An Employee who applied for a posted vacancy during the lay-off notice period and who obtained it, and who subsequently obtains another posted vacancy, shall no longer have recall rights.

#### 12.11 Casual, Temporary Work While on Recall List

##### Casual/Temporary Work Available

An Employee on layoff with recall rights, who wishes to work on a casual or temporary basis in positions which are not posted, shall register with the

---

Department Head, specifying those positions for which the laid-off Employee is immediately capable and qualified. To the extent practicable, the Employer will offer casual and temporary work to registered Employees, prior to Regular part-time, Casual or Temporary Employees. They shall be considered as Casual Employees for the purpose of this section. The offer or acceptance of such work shall not affect the Employee's recall rights.

#### 12.12 Seasonal Layoff and Recall

It is recognized that Seasonal Employees will not work throughout the year. Where the Employer initiates a reduction in the Seasonal workforce, the following procedure shall apply:

- a) Seasonal Employees shall be laid off in reverse order of seniority within their classification, with the least senior employee laid off first.
- b) Seasonal Employees shall be recalled to work in order of seniority within their classification, with the most senior employee recalled first.

### **ARTICLE 13 - HOURS OF WORK**

#### 13.01 Work Week

The work week shall be defined as being from:  
Sunday - 12:01 am until the following Saturday - 11:59 pm.

#### 13.02 Hours of Work - Schedule "A"

- a) Regular Hours of Work
  - (i) The regular hours of work for full-time Employees in classifications in Schedule "A" shall be eight (8) hours per day and forty (40) hours per week. They shall work Monday to Friday between the hours of 8:00 am and 4:30 pm, including a one-half (1/2) hour unpaid meal break.
  - (ii) Starting on or after May 1 and ending prior to or on September 30 of each calendar year, Public Works Employees shall work summer hours the regular hours of work for full-time Employees in classifications in Schedule 'A' shall be eight (8) hours per day and forty (40) hours per week. They shall work Monday to Friday between the hours of 7:00 am and 4:30 pm, including a one-half (1/2) hour unpaid meal break.
- b) Winter Night Shift - Public Works



- (i) Temporary full-time positions of Working Foreman - Nights and Truck Driver may be created. These Employees may be scheduled to work eight (8) consecutive hours per shift and forty (40) hours per week in any five (5) consecutive scheduled days between the hours of 8:00 pm and 8:00 am, including a one-half (1/2) hour paid meal break.
  
  - c) Wastewater Treatment Facility  
Employees at the Wastewater Treatment Facilities shall work eight (8) hours per day and forty (40) hours per week. They shall work any five (5) consecutive days with two (2) days of rest between the hours of 6:00am and 9:00pm, including a one-half (1/2) hour unpaid meal break.
  
  - d) Summer Seasonal Parks  
The regular hours of work for temporary full-time seasonal parks Employees shall be eight (8) hours per day and forty (40) hours per week. They shall work five (5) consecutive days between the hours of 6:00 am and 9:00 pm, including a one-half (1/2) hour unpaid meal break and have two (2) days of rest.
  
  - e) Janitors  
The regular hours of work for full-time janitors shall be eight (8) hours per day plus one-half hour unpaid meal break and forty (40) hours per week. They shall work five (5) consecutive days and have two (2) days of rest.
  
  - f) Animal Control  
The regular hours of work for full-time Animal Control Employees shall be eight (8) hours per day and forty (40) hours per week. They shall work five (5) consecutive days between the hours of 6:00 am and 9:00 pm including a one-half (1/2) hour unpaid meal break and have two (2) consecutive days of rest.
  
  - g) Snow/Ice Removal  
In the event of a snowfall or icy conditions which require immediate attention and staff, the order of obtaining staff, to the extent practicable, and without precluding the Employer from calling out Regular Employees first at any time, shall be:
    - (i) Regular Employees from 4:30 pm to 8:00 pm - Monday to Friday and 8:00 am to 8:00 pm Saturdays, Sundays and Public Holidays.
-

- (ii) Those on layoff who have registered from 8:00 pm to 8:00 am seven days per week.
- (iii) Casual Employees on a predetermined list from 8:00 pm to 8:00 am seven days per week.

The Employer shall, if required to continue to cover the snow/ice conditions, then give notice to the Regular Full-time Employees by 9:00 pm that they shall be required to work an 8:00 am to 8:00 pm shift effective the next day. Other Employees may then be scheduled to work beginning at 8:00 pm until no later than 8:00 am the following morning(s).

h) Street Sweeper

The starting time for the Street Sweeper Operator and up to two (2) Labourers may be as early as 4:00 am, Monday through Friday.

i) Water and Wastewater Equipment Checks - Weekends

Up to two Employees from the Water and Waste Water Department may be assigned to conduct water and waste water equipment checks on weekends. An Employee conducting such checks shall be paid for a minimum of two (2) hours at overtime rates for each such assignment.

j) Recreation Parks and Tourism Department - Non-Clerical Employees

(i) The regular hours of work for full-time Recreation Parks and Tourism Department Non-Clerical Employees except Parks Employees shall be eight hours (8) per day and forty (40) hours per week. They shall work five (5) consecutive days with two (2) days of rest. The eight (8) daily hours may be scheduled within any period of eight and one-half (8 1/2) consecutive hours with one-half (1/2) hour unpaid meal break.

(ii) Facility Attendants - Arena

- a. The regular hours of work for the full-time Recreation Facility Attendants, shall be ten (10) hour shifts per day. Shifts shall be scheduled between the hours 5:00 am and 2:00 am.
- b. Any shift schedule is permitted between 6:00 am to 6:00 am (24 hour period) as operational necessity dictates for special and/or extraordinary events. Employees working ten (10) hour shifts shall receive three (3) consecutive days of rest. These Employees shall be on duty during the one-half (1/2) hour daily

meal break, which shall be part of the ten (10) daily and shall be paid time.

k) Parks Employees

The regular hours of work for two (2) Parks Labourers shall be eight (8) hours per day and forty (40) hours per week. They shall work five (5) consecutive days between the hours of 6:00 am and 9:00 pm, including a one-half (1/2) hour unpaid meal break and have two (2) days of rest.

l) By-law Enforcement

The regular hours of work for full-time By-law enforcement shall be eight (8) hours per day and forty (40) hours per week with two consecutive days of rest each week, Monday to Friday between the hours of 7:00 am and 8:00 pm. and 7:00 am and 4:00 pm on Saturday and Sunday.

13.03 Hours of Work - Schedule "B"

a) Regular Hours of Work

The regular hours of work for full-time Employees in classifications in Schedule "B" shall be seven (7) hours per day and thirty-five (35) hours per week. They shall work five consecutive days, Monday to Friday between the hours 8:00am and 5:00pm, including a one (1) hour unpaid meal break.

b) Minutes of Meetings

Regular Employees assigned to take minutes at meetings outside regular working hours, may be scheduled to start the regular daily shift as late as 1:00 pm, on a maximum of one (1) day per month, provided the Employee is notified at least one (1) month in advance, with a maximum of three (3) such Regular Employees per month. If the meeting ends earlier than anticipated, the Employee will be paid for the full shift and will be able to leave work at the end of the meeting but not before 4:30 pm. If the meeting is cancelled the Employee will be paid for the full shift and will leave work at 4:30 pm. Any time worked at the meeting after 9:00 pm shall be at overtime rates. Casual Employees may be used to augment or replace these three Employees in their absence.

c) Information Technology

The regular hours of work for full-time Information Technology Employees shall be seven (7) hours per day and thirty-five (35) hours per week. They shall work five (5) days with two (2) days of rest. The seven (7) daily hours

plus one (1) hour unpaid meal break shall be scheduled within a period of eight (8) consecutive hours.

d) Recreation Department - Clerical Employees

The regular hours of work for full-time Recreation Department clerical Employees shall be seven (7) hours per day and thirty five (35) hours per week. They shall work five (5) consecutive days with two (2) days of rest. The seven (7) daily hours plus one (1) hour unpaid meal break, shall be scheduled within a period of eight (8) consecutive hours.

e) Operations Steno/Clerk IV and Secretary

Whereas the parties acknowledge that the current language of Article 13.03 a) provides for Hours of Work for Schedule B Employees from 8:30 am to 4:30 pm and that the Operations Department Steno/Clerk IV and Secretary are included among Schedule B Employees, the parties agree as follows:

In addition to the Hours of Work described in Article 13.03 a) for Schedule B Employees, the Hours of Work for the Operations Department Steno/Clerk IV and Secretary *only* will also include the following shifts:

- Monday to Friday, 8:00 am to 4:00 pm, and;
- During Operations Department “summer hours” described in Article 13.02 a) ii), Monday to Friday 7:00 am to 3:00 pm

13.04 RCMP Civilian Employees

a) The regular hours of work for full-time civilian Employees working under the direction of the RCMP shall be seven (7) hours per day and thirty-five (35) hours per week. They shall work five (5) consecutive days with two (2) days of rest. The seven (7) daily hours plus one (1) hour unpaid meal break, shall be scheduled within any period of eight (8) consecutive hours.

b)

(i) Guards

- a. Guards shall be called in to work by way of their seniority, unless the Employees have advised the Employer they will not be available.
- b. Guards may work any shift provided there is at least twelve (12) hours following the completion of the previous work period. If

an Employee starts work prior to the completion of the twelve (12) hour period, the Employee shall be paid at overtime rates until the completion of the twelve (12) hour period.

- c. Guards shall be paid overtime for hours worked beyond eight (8) hours on a shift and 40 hours in a week.

(ii) Victim Services

- a. The regular hours of work for full-time Employees working in Victim Services shall be seven (7) hours per day and thirty-five (35) hours per week. They shall have two (2) consecutive days of rest.
- b. Normally, Victim Services Employees shall work between 7:00 am and 9:00 pm and shall have a one-half or one hour unpaid meal time.

13.05 Combination of Schedule "A" and "B"

When one Employee holds two positions within the bargaining unit; a position described in Schedule A (maximum 8 hours per day 40 hours per week) and a position described in Schedule B (maximum 7 hours per day 35 hours per week) overtime is defined as follows:

- a) If the Employee works a combination of Schedule A hours and Schedule B hours in a day, the overtime is defined as time worked beyond the regular full-time daily hours of work for Schedule A Employees (8 hours per day).
- b) If the Employee works a combination of Schedule A and Schedule B hours in a week, the overtime is defined as the excess of regular full-time hours of Schedule A Employees in a week (40 hours).
- c) If the Employee works only Schedule A or Schedule B hours in a day, the overtime is defined as time worked beyond the regular full-time daily hours of work in Article 13.
- d) If the Employee works only the Schedule A or Schedule B hours in a week, the overtime is defined as time in excess of the regular full-time hours of the classification in a week.

13.06 Applicability of Hours of Work Sections

Regular part-time, Temporary part-time and Casual Employees shall work within

---

the parameters of the regular work week as contained in Article 13.02, 13.03 and 13.04 for full-time Employees in the same classifications. This does not apply to Casual Employees involved in snow removal.

13.07 Changes to Regular Hours of Work

The Parties may by mutual agreement during the term of this agreement amend the hours and days of work provisions to provide hours and days of work other than those defined in this Article 13.

13.08 Extra Casual Hours for Regular Part-time Employees

Regular part-time Employees, in order of seniority, will be offered available casual hours (prior to hiring Casual Employees), in the same classification, where practicable provided such hours do not result in overtime payments, and provided that the Employee(s) are qualified to perform the work.

Regular part-time Employees shall have at least two (2) twenty-four (24) hour periods off in each week. It is agreed, however, that regular part-time employees may opt, in writing, for a thirty (30) day period to be available to work a maximum of six days in order to maximize their weekly hours without attracting overtime. Written notice shall be forwarded to the Union. Employee(s) must have the capability to do "extra" hours with a minimum orientation to the job involved.

13.09 Casual Employees - Hours

- a) Casual Employees who have seniority pursuant to Article 10.05 shall be assigned hours based on their qualifications, seniority and availability. That is, they shall be offered hours in classifications they are qualified to work in by rotation if they are available for the full assignment. Such hours must be available in a department the Employee would normally work in.
- b) Casual Employees shall not work more than thirty-five (35) or forty (40) hours per week (depending on the classification worked in) except when required to work unscheduled weekly overtime hours. Casual Employees however who are replacing an Employee who normally works longer than seven (7) hours or eight (8) hours as the case may be may work the longer shift hours without attracting overtime.
- c) Casual Employees shall have at least two (2) twenty four (24) hour periods off in each week. It is agreed, however, that Casual Employees may opt to be available to work a maximum of 6 days in order to maximize their

weekly hours without attracting overtime.

- d) A Casual Employee offered shift(s) is required to inform the Employer that he will be entitled to be paid at overtime rates.
- e) All Casual Employees must give the Employer their schedule of availability 10 days in advance of the following month. Recreational non-clerical staff shall provide their schedule of availability 30 days in advance for a 10 week program set. If that Employee does not, they will be deemed to be unavailable for the month. A Casual Employee employed at the RCMP detachment who cannot be contacted to be offered a shift by the Employer in accordance with their availability will be deemed to have refused that shift as referenced in (f) below.
- f) A casual guard employed at the RCMP detachment who has submitted a schedule of availability and who subsequently refuses three (3) shifts in a six (6) consecutive month period shall be removed from the casual list. The six (6) month period will move from the last date of refusal.
- g) Illness and/or emergent situations shall be reasons for refusal without penalty.
- h) A casual guard employed at the RCMP Detachment may amend their availability to reflect reduced availability and must provide forty-eight (48) hours notice to their immediate supervisor. A casual guard employed at the RCMP Detachment may amend their availability to reflect increased availability and may do so at any time with notice to their immediate supervisor.
- i) A Casual Employee shall lose seniority and no longer be an Employee if the Employee is absent from work in excess of two scheduled shifts without sufficient cause or without 48 hours notice unless such notice was not reasonably possible. Casual Employees shall not lose seniority and cease to be an Employee if they are absent due to illness.
- j) At the discretion of the Employer, Casual Employees will be required to attend training sessions. The Employer will pay the Employee at his regular rate of pay. The Employer will provide the Employee with a reasonable amount of notice of such training session(s).

#### 13.10 Rest Between Shifts

- a) There shall be at least nine (9) hours rest between shifts.
- b) Failure to provide at least nine (9) hours rest between shifts shall result in the payment of overtime rates for any hours worked during such normal rest period. This Article 13.10 shall apply to all Employees, except guards. Guards may work any shift provided there is at least twelve (12) hours following the completion of the previous work period. If an Employee starts work prior to the completion of the twelve (12) hour period, the Employee shall be paid at overtime rates until the completion of the twelve (12) hour period.
- c) Guards shall be paid overtime for hours worked beyond eight (8) hours on a shift and 40 hours in a week

#### 13.11 Rest Periods

An Employee shall be permitted a rest period of fifteen (15) consecutive minutes at a time convenient to the work load as follows:

- a) Shifts of up to five (5) hours: 1 rest period;
- b) Shifts longer than five (5) hours: 2 rest periods to be taken in the first half and second half of the shift.

#### 13.12 Shift Premium

Employees shall be paid a shift differential of one dollar (\$1) per hour for all regular hours worked between 5:00 pm and 8:00 am.

#### 13.13 Assignment of Shifts

- a) Shifts are to be divided equitably among the qualified Regular Employees involved in the work.
- b) A Regular Employee can exercise seniority to change shifts for the period, provided there is no additional cost to the Employer:
  - (i) to replace an Employee on another shift where it is known the Employee will be absent for four shifts or more; or
  - (ii) where there is a need for an additional worker on the other shift for four shifts or longer.



13.14 Split Shifts

A split shift cannot be longer than twelve (12) hours from start to end.

13.15 Call Out

a) Call out Not Contiguous to Shift

Every full-time Employee who is called out unexpectedly from home to work hours that are not contiguous to the Employee's regular shift shall be paid for a minimum of four (4) hours at the appropriate overtime rate of pay.

b) Call out Contiguous to Shift

When a full-time Employee has been called out and the hours worked are contiguous to the regular shift the hours shall be paid at the appropriate overtime rate.

c) Call out Start time

Call out time begins at the time the Employee arrives at work.

d) Call out time shall not be eligible for shift differential.

e) Unexpected work at home

A full-time Employee who is unexpectedly called at home outside of regular working hours, and as a consequence then spends time calling out other Employees or giving instructions over the phone, shall be paid a minimum of one-half (1/2) hour at overtime rates for the time spent.

13.16 Change of Shifts and Shift Start Times

a) Specific shift changes from one shift to another and of starting times on the same shift (where not prohibited by the Collective Agreement) shall be made with a minimum of forty-eight (48) hours written notice given to affected Employees. If forty-eight hours notice is not given, the time worked on the new shift prior to the time the Employee would have started on the regular schedule shall be paid at the appropriate overtime rate until the forty-eight hours has expired. The notice period is to be calculated to the new starting time.

b) If necessary to reschedule a shift change within the week the Employee has been scheduled, the shift differential shall not be affected.

### 13.17 Standby

An Employee required to be on standby duty shall respond to telephone calls and email / text messages; redirect action to an appropriate Employee(s); or respond personally if appropriate.

Standby pay for a standby service will be as follows:

- One (1) hour pay for each eight (8) hours or portion thereof for standby time which occurs on a regularly scheduled work day;
- One (1) hour pay for each six (6) hours or portion thereof for standby time which occurs on a day of rest.

Employees on Standby who are required to monitor district infrastructure on a continuous basis for an extended period of time using SCADA computer technology will be compensated at their straight time rate for work performed and shall be entitled to bank such hours.

## **ARTICLE 14 - OVERTIME**

### 14.01 Overtime defined

Overtime is defined as time worked:

- a) beyond the regular full-time daily hours of work in Article 13; or
- b) in excess of the regular full-time hours of any classification in a week; or
- c) when an Employee is called out after completion of a full shift and before the next shift begins.

### 14.02 Overtime

#### a) Overtime Rates

- (i) Overtime will be paid at the rate of time and one-half the Employee's regular rate for the first two (2) hours, and double the Employee's regular rate thereafter, on that day.
- (ii) All time worked on a Regular full-time Employee's days of rest shall be paid for at double the Employee's regular rate.

#### b) Overtime Sharing

All overtime and callout time will be offered by seniority on a purely

rotational basis among regular full-time Employees in that department and classification who are willing and qualified to perform the available work.

- c) It is agreed that no Employee shall be laid off during regular hours to equalize any overtime work.
- d) Employees who are absent on approved time off during the scheduled work week because of sickness, bereavement, holidays, vacation or other approved paid leave of absence and who are called out to work shall, for the purpose of computing overtime pay, be considered as if they had worked during their regular hours during such absence.

#### 14.03 Overtime Bank

- a) Employees may bank unlimited overtime and an Employee may request payout of their banked overtime at any time.
- b) Employees shall be permitted to take time off from banked overtime to a maximum of ten (10) days per year. Time off shall be taken at a time mutually agreed upon between the Employer and the Employee. Payment of banked overtime shall be paid at the rate at which it was earned.
- c) By mutual agreement, an Employee may carry over a maximum seven (7) days to augment the next year's vacation allotment. Such request shall be submitted no later than December 31<sup>st</sup>.
- d) All banked overtime not carried over shall be paid out by January 31<sup>st</sup> of the following year.
- e) Casual Employees, while working in temporary positions, can bank overtime hours until such time as the temporary position has ended. Banked overtime for Casual Employees shall be paid out in the first full pay period in December.

#### 14.04 Provisions for Meals and Rest Periods on Overtime

Where an Employee is required to work overtime, the Employee shall receive breaks of one-half (1/2) hour each, for meal time, as herein provided.

- a) In the event that the overtime work continues immediately after work hours and is estimated to continue to two (2) hours or longer, the first one-half (1/2) hour break shall be given within the second (2nd) hour of overtime without pay, and if overtime continues, the Employee shall be

entitled to one-half (1/2) hour time off with pay at the end of every four (4) hours after the first meal break.

- b) In the event that an Employee, having completed the Employee's regular hours, is called back to perform overtime work, the one-half (1/2) hour time period shall be granted within the fifth (5th) hour of overtime with pay and if overtime work continues, then further periods shall be granted at the end of every four (4) hours thereafter, with pay.
- c) If an Employee is required to perform overtime work within the first hour after regular hours, the overtime work will, for the purpose of this clause, be deemed to have continued immediately after regular hours.
- d) In each four (4) hour overtime work period there shall be a fifteen (15) minute paid rest period.
- e) In the event the Employee is not able to take a stipulated meal break(s) the Employee shall receive additional pay equal to the time they would normally have taken as paid meal break(s).

#### **ARTICLE 15 - CLOTHING AND DIRTY PAY**

##### 15.01 Gloves

Rubber or leather gloves will be supplied to the Employees on the basis of need. A maximum of four (4) pairs will be issued annually at the discretion of the Employee's immediate supervisor.

##### 15.02 Raingear Allowance and Coveralls

The Employer will provide, at no cost to the Employee, appropriate raingear to those whose general working conditions require such protective clothing and that any issue of appropriateness of raingear be referred to Occupational Health & Safety Committee for decision.

##### 15.03 Work Boots

Boot Allowance:

The Employer, on an annual basis, shall reimburse a maximum of one hundred eighty-five (\$185) for one pair of steel toed and shanked footwear where safety footwear is a requirement under Workers Compensation Board Statutes.

In work areas deemed to be harsh, as determined by the management supervisor and approved, the Employer agrees to reimburse the cost of up to two (2) pairs of safety footwear each at a maximum cost of one hundred eighty-five dollars (\$185).

In the Utilities work areas, the Employer agrees to provide one (1) pair of rubber safety boots every two (2) years.

All requests for re-imbusement must be accompanied by a valid receipt. In the event an Employee spends more than \$185 for steel toed and shanked footwear, the amount in excess of \$185 will be carried forward and will be reimbursed in the next year to a maximum of \$185. In no event will the Employer be required to reimburse an Employee more than \$185 annually for a boot allowance.

#### 15.04 Aquatic Clothing

Regular and Temporary Aquatic Employees, upon working a minimum of three (3) consecutive months shall be reimbursed a maximum of one hundred dollars (\$100.00) per calendar year towards the cost of aquatic clothing and / or appropriate footwear.

#### 15.05 Dirty Pay

- a) Dirty pay of two dollars (\$2.00) per hour will be paid to sewage treatment plant workers and sewer and water division workers, when they are actively engaged in the scraping of sludge from the treatment plant cell walls, sewer backups or other extreme conditions as approved by the immediate supervisor.
- b) When dirty pay is paid it shall be paid for a minimum of four (4) hours per shift and a minimum of eight (8) hours pay if it is paid for more than four (4) hours per shift.

#### 15.06 Herbicide, Pesticide and Fertilizer Application

Employees who are required to possess a current valid Ministry of Environment Pesticide Applicator's Certificate will be paid an additional \$1.00 per hour over their regular classified rate of pay with a minimum of four (4) hours pay for hours of work when the application of herbicides, pesticides and fertilizers requires such certification.

#### 15.07 Occupational First Aid Attendants

Designated Occupational First Aid Attendants Level II will receive an additional

---

one hundred dollars (\$100.00) per month.

#### **ARTICLE 16 - PUBLIC HOLIDAYS**

##### 16.01 Public Holidays

Regular and probationary Employees shall have the following public holidays off with pay at the Employee's regular rate of pay:

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

and any other day proclaimed a Public Holiday by the Federal, Provincial or Municipal Government.

##### 16.02 Pay for Public Holidays - Regular Part-time and Part-time Probationary Employees

Regular part-time and part-time probationary Employees shall be paid for public holidays prorated on the actual straight time hours paid by the Employer in the preceding thirty (30) days divided by the regular hours of a full-time Employee.

##### 16.03 Public Holiday Pay for Casual, Temporary and Seasonal Employees

Casual, Temporary and Seasonal Employees shall not be entitled to a day off with pay on a public holiday. Casual, Temporary and Seasonal Employees shall be paid public holiday pay of 4.62% of regular pay on each pay cheque in lieu of being paid for a public holiday. Temporary and Seasonal Employees will also be given a day off without pay as the public holiday occurs.

##### 16.04 Days in Lieu When Public Holiday Falls on a Saturday or Sunday

When any of the named public holidays fall on a Saturday or Sunday, the following Monday (or Tuesday if Monday is already so designated) shall be deemed to be the public holiday for the purpose of this Agreement.

##### 16.05 Public Holiday Pay

- a) Employees required to work on a public holiday shall be paid double the standard rate of pay for every hour worked.

- b) All Regular full-time Employees required to work on a public holiday shall be given an additional day off with pay. Employees working 10, 11 or 12 hour shifts shall be granted the same number of public holiday lieu hours as they worked on the particular public holiday

#### 16.06 Public Holidays on Day Off

- a) When any of the named public holidays fall on an Employee's scheduled day off, which is other than Saturday or Sunday, the Employee shall receive another day off with pay at a time mutually agreed upon between the Employee and the Employer, which shall be deemed to be the holiday for the purpose of this agreement.
- b) The preferred day to be taken off by the Employee will normally be the Employee's next scheduled day of work, however
- c) If the next scheduled day of work is not taken off by the Employee, then another day of work may be mutually agreed to provided the day is taken within 30 calendar days of the public holiday.
- d) If a mutually agreed date within 30 calendar days of the public holiday is not established the next scheduled day of work thereafter will be taken as the day off.

### **ARTICLE 17 - ANNUAL VACATIONS**

#### 17.01 Purpose

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

#### 17.02 Vacation Entitlements

All Regular Employees shall receive an annual vacation with pay on the following basis:

- a) First Calendar Year of Service
  - (i) Employees during the first (1st) calendar year of service shall accumulate one (1) working day for each completed month of employment, or major fraction thereof, to a maximum of ten (10) working days.
  - (ii) Employees who have been employed for less than a calendar year,

but are on the payroll at January 1st, shall be considered to have completed their first (1st) calendar year of service.

- b) Second Calendar Year of Service and thereafter  
Employees shall be granted a vacation with pay in accordance with the following schedule:

2 <sup>nd</sup> Year	- three (3) weeks.
6 <sup>th</sup> Year	- four (4) weeks.
11 <sup>th</sup> Year	- four point four (4.4) weeks.
14 <sup>th</sup> Year	- five (5) weeks.
19 <sup>th</sup> Year	- six (6) weeks.
25 <sup>th</sup> Year	- seven (7) weeks.

Note: Vacation entitlements are pro-rated based on hours worked for Regular Part-time employees.

#### 17.03 Vacations and Vacation Pay for Casual, Temporary and Seasonal Employees

All Casual, Temporary and Seasonal Employees shall receive vacation pay equal to four percent (4%) of their gross earnings up to and including 1960 hours of employment and six percent (6%) thereafter.

#### 17.04 Vacation Leave Preference

- a) Vacation leave preference will be sought from the Employees during the first week of February each year for that calendar year.
- b) Preliminary vacation leave schedules shall be posted by April 1 and final vacation leave schedule by April 15.
- c) Preference in the selection of an Employee's first vacation preference period in the year shall be by seniority, except for vacations approved for dates which are prior to April 15.
- d) The final decision as to vacation allotments shall rest with the Employer. The Employer shall make reasonable effort to grant vacation time as requested.

#### 17.05 Vacation While on WCB or LTD.

Employees who have been on Workers' Compensation or Long Term Disability for twelve (12) months shall not accrue vacation or vacation pay.



17.06 Public Holiday While on Vacation

When a public or declared holiday falls or is observed during an Employee's vacation period, the Employee will be granted an additional days' vacation for each holiday in addition to the Employee's regular vacation time.

17.07 Sickness/Injury/Bereavement While on Vacation

- a) When an Employee qualifies for sick leave, bereavement, or any other approved leave during the Employee's period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at a mutually agreed upon time between the Employer and Employee.
- b) Notwithstanding the previous paragraph, the Employer may require an affidavit to be sworn to by the Employee, claiming sick leave credits while on annual vacation.

17.08 Vacation/Vacation Pay on Retirement

On retirement, an Employee shall be entitled to the same vacation or vacation pay which the Employee would have earned if the Employee had continued in employment to the end of the calendar year.

17.09 Payment of Vacation Pay Amounts

Employees shall be paid their normal earnings for the period(s) of time they are on annual vacation. All other vacation pay for that calendar year shall be adjusted and paid within ten (10) working days following the end of the payroll year.

17.10 Vacation Entitlement for Employees Whose Status Changes

The calculation of vacation entitlement with respect to Casual, Temporary, or Seasonal Employees who become Regular Employees will be to equate service using the formula of "1 year = 1827 hours", exclusive of the first year of employment, which shall be considered as one year of service. For the purposes of this Article, service is measured from the last date of hire.

17.11 Callback While on Vacation Leave

If a callback occurs during an Employee's annual vacation, the time that the Employee is asked to work is to be paid at double time, with a minimum of four (4) hours callback at double time.

17.12 Vacation Deferment

An Employee with four or more weeks of vacation entitlement may defer one week of vacation to a maximum of three (3) weeks deferment. This deferred vacation must be taken as time off with pay as a block. If the Employee leaves employment any unused deferred vacation shall be paid. Requests for deferred vacation time shall be treated as per Article 17.04

17.13 Vacation Pay in Year of Termination

Employees are required to work the full calendar year in order to be entitled to that year's full vacation and pay. Specifically, Employees who schedule their entire vacation and leave the District's employment prior to the end of the calendar year, will have the unearned portion deducted from their last pay cheque.

17.14 Supplemental Vacation Leave

All Regular Employees shall, in addition to the vacation entitlement set out in Article 17.02 b), upon commencing the twentieth (20th) year receive five (5) working days of supplemental vacation.

**ARTICLE 18 - LEAVE OF ABSENCE**

18.01 For Union Business

Designated official representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance, provided the Employee has obtained the prior approval of the Employer. Such approval shall not be unreasonably denied.

18.02 Leave for Union Duties

- a) It is agreed that designated official representatives of the Union may be granted leave of absence without pay, to attend Union Conventions or perform any other functions on behalf of the Union and its affiliates, provided that prior approval of the Employer has been obtained. Such leave of absence shall not affect the Employee's seniority, benefits or rights contained in this Agreement.
- b) It is agreed that any Employee who is elected or selected for a full-time, or temporary position with the Union, or any body with which the Union is

affiliated, may be granted leave of absence without pay and without loss of seniority by the Employer for a period of up to one (1) year which may be renewed each year on request during the term of office.

- c) Leave for Collective Bargaining  
Upon application to and upon receiving the permission of the Employer in each specific case, the official representatives of the Union shall be granted time for the purpose of collective bargaining with the Employer. It is understood that no more than three (3) such official representatives shall be granted leave of absence without loss of pay or seniority for the time so spent. Further official representatives may be granted leave of absence without pay.

#### 18.03 Bereavement Leave

- a)
- (i) Entitlement  
A Regular, Seasonal or Temporary Employee shall be granted up to a total of five (5) regularly scheduled consecutive work days leave without loss of salary or wages in the case of a death of a parent, step parent, spouse, common-law-spouse (including same sex partner), fiancée, brother, sister, child, step child, mother-in-law, or father-in-law, son-in-law, daughter-in-law, grandparents and grandchildren.
  - (ii) Four Day Work Week  
A Regular, Seasonal or Temporary Employee who works a four day work week or equivalent shall be granted up to a total of four (4) regularly scheduled consecutive work days leave without loss of wages for bereavement.
- b) Where the burial or service occurs two hundred (200) kilometres beyond the boundaries of Squamish, reasonable travelling time shall be allowed. Such travelling time shall not exceed seven (7) days without pay.

#### 18.04 Pallbearer's/Mourner's Leave

- a) A full day's leave shall be granted without loss of wages to attend a funeral as pallbearer.
- b) Leave of up to four hours without pay may be granted for the purpose of attending a funeral or service as a mourner.

18.05 General Leave

Requests by Employees, on a form supplied by the Employer, for unpaid leave of absence shall be made in writing to the department supervisor and may be granted at the Employer's discretion. The Employee shall give at least seven (7) days' notice to minimize disruption of staff. The Employer shall make reasonable effort to comply with such requests. Notice of the Employer's decision shall be given in writing within three (3) working days.

18.06 Jury or Court Witness Duty

a) Juror or Crown Witness

The Employer shall grant leave of absence without loss of seniority to a Regular, Seasonal or Temporary Employee who serves as a juror or crown witness in any court. The Employer shall pay such an Employee's normal earnings. The payment the Employee receives for jury service or court crown witness, excluding payment for traveling, meals, or other expenses shall be handed over to the Employer, together with proof of service and the amount of pay received.

b) Witness Duty on Behalf of Employer

Where an Employee is required to serve as a witness on behalf of the Municipality, the Employee shall receive his/her regular rate of pay (including applicable overtime), provided that any monies received for witness duties would be turned over to the Municipality. Witness duty shall include any time required to travel to the hearing and in preparation for the hearing.

18.07 Maternity and Parental Leave

a) Length of Leave

Birth Mother

(i) A pregnant Employee shall be entitled to up to seventeen (17) consecutive weeks of maternity and up to thirty-five (35) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave.

(ii) In the event the birth mother dies or is totally disabled, an Employee who is the father of the child shall be entitled to both maternity and parental leave without pay.

- (iii) In the event a pregnant Employee does not take the seventeen (17) consecutive weeks of maternity leave and the thirty-five (35) consecutive weeks of parental leave in (i) above, the birth mother is entitled to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event.

#### Birth Father and Adoptive Parent

- (i) An Employee who is the birth father, the adoptive father or the adoptive mother shall be entitled to up to thirty-seven (37) consecutive weeks of parental leave without pay. The Employee shall take the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the Employee.

#### b) Extensions - Special Circumstances

- (i) An Employee shall be entitled to extend the maternity leave by up to an additional six (6) consecutive weeks' maternity leave without pay where a physician certifies the Employee is unable to return to work for medical reasons related to the birth.
- (ii) An Employee shall be entitled to extend the parental leave by up to an additional five (5) consecutive weeks' without pay where the child is at least six (6) months of age before coming into the Employee's care and custody and the child is certified as suffering from a physical, psychological or emotional condition.
- (iii) Employees of the District will be entitled to the provisions of any provincial and federal statute(s) in respect of maternity/paternity leave, as these may be amended from time to time.

#### c) Notice Requirements and Commencement of Leave

- (i) An Employee who requests parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.
- (ii) An Employee shall provide written notice to the Department Head, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. (In case of adoption of a child, the Employee shall provide as much notice as possible).

- (iii) The District may require a pregnant Employee to commence maternity leave where the duties of the Employee cannot reasonably be performed because of the pregnancy and the employee cannot be reasonably accommodated.
  - (iv) An Employee on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date she/he intends to return to work.
  - (v) An Employee who wishes to return to work within the six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the Employee is able to return to work.
  - (vi) Where a pregnant Employee gives birth before requesting maternity leave or before commencing maternity leave, the maternity leave shall be deemed to have started on the date the Employee gave birth.
- d) Return to Work
- On resuming employment, an Employee shall be reinstated in his/her previous or a comparable position and for the purposes of benefits and vacation entitlement (but not for public holidays or sick leave) maternity and parental leave shall be counted as service. Vacation pay shall be prorated in accordance with the duration of the leave and an Employee may elect not to take that portion of vacation leave which is unpaid.
- e) Sick Leave
- (i) An Employee on maternity leave or parental leave shall not be entitled to sick leave during the period of leave.
  - (ii) An Employee on maternity leave or parental leave who has notified the Department Head of his/her intention to return to work pursuant to 18.07 c) (iv), and who subsequently suffers any illness or disability which prevents him/her from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which he/she would otherwise have returned to work.
- f) Benefits
- (i) MSP, Dental, EHB, and Life Insurance benefits shall continue uninterrupted during the period of time the Employee is on maternity
-

and/or parental leave provided that the Employee makes arrangements prior to commencing the leave to pay his/her share of the benefit premiums for that period where the premiums are cost-shared. Where an Employee makes arrangements to continue benefits coverage, all benefits named in this paragraph shall continue.

- (ii) Pension contributions will cease during the period of the leave unless the Employee makes arrangements to pay the contributions pursuant to the provisions of the Pension (Municipal) Act.

#### 18.08 Paternity Leave

A Regular, Seasonal or Temporary Employee will be granted two (2) days leave of absence without loss of pay on the birth of his child.

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

#### 19.01 Pay Days

- a) Wages shall be paid bi-weekly on a Friday in accordance with the wage schedules attached and forming part of this Agreement.
- b) Employees' wages shall be deposited bi-weekly on a Friday by direct deposit to a financial institution of the Employee's choice. On each pay day, each Employee shall be provided with an itemized statement of the Employee's earnings, deductions and amount deposited to the Employee's account.

#### 19.02 Equal Pay for Equal Work

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

#### 19.03 Daily Guarantee

- a) Employees reporting for work on the call of the Employer, except school students reporting to work on school days and except Recreation Services staff conducting programs shall be paid the Employee's regular rate of pay for the entire period spent at the place of work in response to the call, with a minimum in any one (1) day of:
  - (i) Two (2) hours pay at the Employee's regular rate, except where the Employee's condition is such that he is not competent to perform his duties, or he has failed to comply with the Industrial Health and Safety Regulation of the Workers' Compensation Board; and

- (ii) With the exception of Recreation Services staff, any Employee that commences work, four (4) hours pay at the Employee's regular rate, except when his work is suspended because of inclement weather or other reasons completely beyond the control of the Employer.
  - (iii) For the purpose only of this article (ii) and (iii), Recreation Services staff comprise the classifications of Skate Patrol, Program Workers, Pre-school/Program Instructors, and Lifeguards/Instructors who are not Regular Full-Time Employees. Recreation Services staff shall be paid a minimum of two (2) hours pay at the Employee's regular rate of pay. It is understood that 'free-standing' two (2) hour programs will not be scheduled as a matter of course, but will be the exception; four (4) hour blocks will be scheduled whenever possible.
- b) School students reporting for work on school days on the call of the Employer. The Employee's regular rate of pay for the entire period spent at the place of work in response to the call, with a minimum in any one (1) day of two (2) hours' pay at the Employees' regular rate.

#### 19.04 Acting Rate of Pay

- a) Higher Paying Positions  
When an Employee is required by the Employer to temporarily substitute in, or perform the principal duties of a higher paying position, the Employee shall receive immediately the rate for the job if a single rate job or if a position with steps, the step two rate for the job classification.
- b) Lower Paying Positions  
When an Employee is assigned to a position paying a lower rate, the Employee shall suffer no reduction in pay.
- c) Temporary Assignments Outside of the Bargaining Unit  
Employees temporarily assigned to positions outside the scope of this Collective Agreement shall be paid from the first day in the temporarily assigned position, ten percent (10%) above the assigned Employee's regular classification rate. In each assignment the Employee shall be notified in writing in advance of the temporary assignment.
- d) Lead Hand  
Where the Employer considers it necessary for one Employee to be left in



charge of a group of Employees, the Employee assigned to be a Lead Hand will be paid \$1.25 / hour over and above their regular rate of pay for a minimum of one full shift. The selection of the Lead Hand shall be made taking into consideration ability, knowledge and qualifications.

19.05 Education Allowance

a) Employer Required Instruction

The Employer shall pay the full cost of any course of instruction required by the Employer for an Employee to become better qualified to perform the Employee's job. The Employer will pay (100%) one hundred percent of the course fee upon enrollment in the course. Leave of Absence with pay shall be granted to attend the course of instruction and to allow Employees time to write examinations for courses required by the Employer. In the event the instruction or examination is outside normal working hours or on the Employee's day of rest, the Employee shall be paid their classification rate at straight time for the instruction or the examination time. Where an employee is required to attend a course of instruction or examination on a scheduled day of rest, the rescheduling of the day of rest to another day shall be arranged by mutual agreement.

b) Voluntary Attendance at Training Programs, Conferences, Seminars and Workshops

The Employer shall pay the cost of Employees attending on behalf of the Employer, training programs, conferences, seminars and workshops. Employees who attend, on behalf of the Employer, training programs, conferences, seminars and workshops outside of their normal hours shall incur no loss of their regular earnings.

c) Employee Requested Instruction

The Employer shall pay the full cost of any course of instruction requested by the Employee and approved by the Employer to become better qualified to perform the Employee's job or improve the Employee's advancement opportunities with the Employer. Employees shall be paid fifty percent (50%) of the course fee upon enrollment and the balance upon successful completion of the course. Leave of Absence with pay shall be granted to allow Employees time to write examinations for courses approved by the Employer.

19.06 Professional Fees

Professional fees for any Employee who is required to be a member of a professional association or to be a licensed pesticide or herbicide applicator shall be paid by the Employer.

19.07 Certification and Recertification

Regular Employees who are required to be certified in their jobs shall be reimbursed for the 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 certified, the Employer will pay for the course fees and the Employee will be granted leave of absence without loss of pay to attend the course.

**ARTICLE 20 - CLASSIFICATION AND VALUATION OF POSITIONS**

20.01 Definitions

- a) Classification: is a category of position(s) grouped together with the same broad description as set out in a job description. A number of different positions therefore may be encompassed with the same classification.
- b) Job Description: is the document which describes, in general terms:
  - the nature and scope of work that may be required of an Employee within the classification;
  - illustrative examples of the tasks that the Employee may be required to carry out;
  - the training, experience, knowledge, abilities, skills and licenses or certificates required of the classification.

Job descriptions shall reflect the duties, responsibilities and qualifications reasonably needed to perform the work of the position(s) in the classification.

- c) Position: is a specific job within a classification.

20.02 Job Descriptions

It is the Employer's responsibility to prepare and provide to the Union a job description for each classification covered by this Agreement.

20.03 Notification to Union

The Employer shall notify the Union of any changes in job descriptions.

20.04 New Classifications

- a) When a new classification is created, the Employer will prepare a job description and assign a rate of pay to the new classification. The new job description and rate of pay shall be forwarded to the Union.
- b) The Union shall then have thirty (30) days in which to accept or dispute the rate of pay. If the Union disputes the rate of pay, the dispute shall start at Step 3 of the grievance procedure.

20.05 Reclassification of Current Classifications

- a) If an Employee or the Union believes that due to changes in the duties or responsibilities of a position, an Employee is improperly classified, the Employee or the Union may request a reclassification review in writing to the department head.
- b) The Employer shall have sixty (60) days from the date of the request to review and report on the outcome of the review. The Employee and the Union shall receive a copy of the report. Such report shall include the classification the position would be assigned to, a copy of any new or amended job description and the proposed rate of pay.
- c) The Union shall have thirty (30) days in which to challenge the accuracy of a new or amended job description, or the decision of the Employer.
- d) Failing settlement of the dispute, the dispute may be referred to Step 3 of the grievance procedure.
- e) If the Employer believes that due to changes in the duties or responsibilities of a position, an Employee is improperly classified, the Employer may provide a reclassification in accordance with Article 20.04. A reclassification initiated by the Employer will not be considered a vacancy unless the new classification results in an additional position being created.

20.06 Arbitration

- a) Any dispute referred to arbitration over the rate of pay, pursuant to Article 20.04 shall be limited to that question.

- b) Any dispute arising pursuant to Article 20.05 shall be limited to:
  - (i) the appropriateness of the classification in which the Employee has been placed; or
  - (ii) where a new or amended job description has been prepared to:
    - a. the rate of pay;
    - b. the accuracy of the job description;
    - c. the appropriateness of any change in the required qualifications.

#### 20.07 Retroactive Application

The job description and/or rate of pay for the classification shall be retroactive to the date the Union or Employee submitted detailed rationale for the reclassification in accordance with the Employers current template.

### **ARTICLE 21 - EMPLOYEE BENEFITS**

#### 21.01 Eligibility for Benefits

- a) Benefit plan coverage, terms, conditions and specific eligibility requirements shall be governed by the actual terms and conditions of the benefit plans as amended from time to time. Any descriptions in this Agreement are provided for the purpose of general information.
- b) All Regular Employees who normally work an average of 20 or more hours per week shall be eligible for all benefits in Article 21.02. An Employee who chooses not to participate in specific benefits plans may do so providing they provide proof of coverage elsewhere.
- c) All Seasonal Employees who normally work an average of 20 or more hours per week and 8 months or more in a year shall be eligible for limited benefits as set out in Article 21.03. The limited benefits include, Medical Services Plan of BC, Extended Health Benefits Plan, a limited Dental Insurance Plan, and a reduced Group Life and AD+D Plan. An Employee who chooses not to participate in specific benefits plans may do so providing they provide proof of coverage elsewhere. Upon layoff or completion of the Season, a Seasonal Employee with recall rights will not be continued on benefits following the month the layoff takes effect or the season ends.

- d) Coverage under the benefit plans shall begin as follows:
  - (i) Group Life, Extended Health, Dental, Weekly Indemnity - upon completion of probation.
  - (ii) BC MSP - at the beginning of the next month following completion of probation.
  - (iii) Seasonal, Temporary, and Casual employees who are successful applicants into a regular position and have completed 520 hours (Schedule A) or 455 hours (Schedule B) in that position and department shall be eligible for benefits immediately.
- e) An Employee not participating in the benefits covered in Article 21.02 may join the benefit plan providing they no longer have coverage provided by someone else and rejoining must be done within 30 days of loss of other coverage.
- f) The terms and conditions of the plan(s) and the carrier(s) will not be changed without the mutual agreement of the parties.

#### 21.02 Regular Benefits

- a) Medical Plan
  - Medical Services Plan of BC.
  - Employer pays 100% of premiums
  - Participation is voluntary
- b) Extended Health Benefits Plan – Effective Date of Ratification  
Plan covers
  - 80% of eligible expenses until the first \$1,000 of benefits have been paid and 100% of the remainder, per calendar year;
  - \$1500 annual maximum combined Paramedical expenses (Chiropractor, Massage, and Physiotherapist)
  - \$300 annual maximum naturopath
  - \$200 annual maximum acupuncture
  - \$200 annual maximum podiatrist
  - \$100 annual maximum for speech therapist
  - Vision Care reimbursement of up to four hundred and fifty dollars (\$450.00) in any twenty-four (24) month period. Effective January 1, 2018 increase in coverage to include corrective vision procedures

such as laser eye surgery to six hundred dollars (\$600) in any twenty-four (24) month period.

- Plan provides emergency out of province medical coverage;
- Employer pays 100% of premiums;
- Employer to provide Pharmanet Card for prescription medicine purchase;
- Participation is a condition of employment (if not covered elsewhere).

c) Dental Insurance Plan

Plan covers

- 100% of Basic Dental Plan "A";
- 80% of Dental Plan "B" (major restorative services);
- 50% of Dental Plan "C" (orthodontic services) up to a maximum lifetime reimbursement of \$4,000 for all insured persons;
- Employer pays 100% of premiums.
- Participation is a condition of employment (if not covered elsewhere).

d) Weekly Indemnity

The Employer will administer a weekly indemnity benefit on behalf of Employees. Participation is a condition of employment. The choice of carrier is the right of the Union to determine from time to time. Premiums shall be paid by Employees.

e) Group Life and AD+D Plans

- Plan provides life insurance coverage of two (2) times annual salary, rounded to the next multiple of \$1,000, with a minimum of \$60,000;
- Plan provides AD+D coverage in amount equal to life insurance;
- Employer pays 100% of premiums;
- Participation is a condition of employment.

21.03 Seasonal Benefits

a) Medical Services Plan of BC:

- Employer pays 100% of premiums
- Participation is voluntary

b) Extended Health Benefits Plan

Plan covers

- Will align with balance of CUPE benefits plan as outlined in Article 21.02b)
- Employer pays 100% of premiums
- Participation is voluntary if employee can provide proof of coverage elsewhere

c) Dental Insurance Plan  
Plan covers

- Combined Basic Plan "A" and Major Plan "B" - \$1500 maximum per year
- Employer pays 100% of premiums
- Participation is a condition of employment (if not covered elsewhere)

d) Reduced Group Life and AD+D Plan

- Plan provides life insurance coverage of \$50,000
- Plan provides AD+D coverage in amount equal to life insurance
- Employer pays 100% of premiums
- Participation is a condition of employment

21.04 Employee Assistance Program

Regular Employees entitled to benefits pursuant to 21.01 (b) and their dependents will have access to the Employee Assistance Program.

21.05 Pension (Municipal) Plan

All Employees who are eligible shall participate in the Pension (Municipal) Plan.

21.06 Sick Leave

- a) Regular and Seasonal Employees shall be entitled to a sick leave accumulation of up to twelve (12) days per year (based on one day for each month of service credited as an advance). Such sick leave shall accumulate to a maximum of one hundred and fifty (150) days.
- b) Upon completion of the probationary period each Employee's sick leave accumulation shall be credited from date of hire as a probationary Employee.
- c) Notification of Absence  
An Employee must within reason notify their supervisor of any absence due to illness before the commencement of the Employee's regular shift.

- d) When an Employee is waiting for approval of a WCB claim the Employee shall have sick leave advanced to the extent available, until WCB decides on the claim. Upon approval of the claim, the sick leave bank shall be repaid in full using money received by the Employee from WCB. Otherwise, the sick leave bank shall be repaid to the extent appropriate from funds received from the WI carrier and/or from the Employee.

#### 21.07 Medical Statements and Medicals

- a) Medical Statements

The Employer may require an Employee to provide a statement from a qualified medical practitioner, that the Employee is able to work or unable to work as a result of illness, accident or injury. Any additional cost for the statement will be borne by the Employer.

- b) Medicals

The Employer shall pay the cost of a medical certificate where required by the Employer.

#### 21.08 Premiums for Benefits During Absence

- a) Maternity or Parental Leave

An Employee on maternity or parental leave shall be continued on the applicable benefits and cost share formula(s), provided the Employee's share of premiums is paid in advance.

- b) Leave of Absence and Union Leave

An Employee on leave of absence without loss of pay or on Leave for Union Duties (as specified in Article 18.02 (a) and (c)) shall be continued on all applicable benefits and cost share formula(s).

- c) WCB and Weekly Indemnity Leave

An Employee on leave of absence while receiving WCB temporary wage loss benefits, or weekly indemnity benefits shall be continued on all applicable benefits and cost share formula(s), providing the Employee's share of premiums is paid in advance.

- d) Benefits on Layoff and Leave of Absence Without Pay

An Employee on layoff with recall rights or leave of absence without pay shall be continued on all applicable benefits and cost share formula(s) for three (3) complete months following the month in which the layoff takes



effect, provided the Employee's share of premiums is paid in advance. The Employee may remain on all applicable benefits thereafter (for the balance of the period of recall or to a maximum of one (1) years leave without pay) by providing payment for 100% of benefit premiums in advance.

e) Advance Payments

An Employee may make advance payments by pre-authorized cheque, cash, post dated cheques or some other arrangement as may be mutually agreed.

21.09 Pay in Lieu of Benefits

Pay in lieu of benefits in the amount of twelve percent (12%) of basic wage on all regular hours worked shall be paid to:

- a) all regular part-time Employees who normally work an average of less than twenty (20) hours per week;
- b) Temporary Employees who have completed 520 hours (Schedule A) or 455 hours (Schedule B) and still have seniority as per Article 10.05 (b).
- c) All Seasonal full-time employees who have acquired seniority and who are not eligible for benefits under Article 21.01c);
- d) All Seasonal part-time employees who have acquired seniority and who normally work an average of less than 20 hours per week.

If any of the above Employees participate in the Municipal Pension Plan, the pay in lieu of benefits shall be 4%.

21.10 Retirement Pay

An Employee who retires from the service of the District shall receive a retirement sum of two (2) days pay at the Employee's current rate of pay for each year or part year worked as an Employee.

For the purpose of this retirement pay clause, "retire" means an Employee leaving the service of the District and receiving benefits under the Pension (Municipal) Plan or upon receipt of a disability allowance or upon resignation by the Regular Full-time Employee after twenty-five (25) years of full-time service with the District.

**ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY**

22.01 In Accordance With WorkSafe BC

The Union and the Employer agree that safety and health shall be in accordance with the Workers' Compensation Act and all its regulations.

22.02 Committee

There shall continue to be an Occupational Health and Safety Committee which is composed of at least two (2) members from management and two (2) members from the Union. The Committee shall hold monthly meetings for jointly considering, monitoring, inspecting, investigating and reviewing health and safety conditions and practices and to improve existing health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be made available to the Employer, the Union and Workers' Compensation Board.

**ARTICLE 23 - TECHNOLOGICAL CHANGES**

23.01 Union Notification of Changes

Sixty (60) days before the introduction of any technological changes, or methods of operation which affect the rights of Regular Employees, conditions of employment, wage rates or work loads, the Employer shall notify the Union of the proposed change. If the Employer and the Union fail to agree on the results of the change, the matter shall be referred to the Grievance Procedure of this Agreement.

23.02 No Termination

No Regular Employee shall be terminated by the Employer because of mechanization or technological changes. A Regular Employee who is displaced from the Employee's job by virtue of technological change or improvement will suffer no reduction in normal earnings and will be given the opportunity to fill other vacancies according to seniority.

23.03 Training Program

In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by Regular Employees under the present methods of operation, such Employees shall, at the expense of the Employer be given a minimum period, not to exceed three (3) months,

during which time they may perfect or acquire the skills necessitated by the new methods of operation. There shall be no change in wage or salary rates during the training period of any such Employee and no reduction in pay upon being reclassified in the new position.

#### **ARTICLE 24 - JOB SECURITY**

##### 24.01 Contracting Out

No bargaining unit Employee shall be laid off or not be recalled as a result of the Employer contracting out any of its present work or services.

##### 24.02 Volunteers

No bargaining unit Employee will be laid off or not be recalled as a result of the Employer using volunteers to do any of its present work or services.

#### **ARTICLE 25 - GENERAL**

##### 25.01 Forms To Be Completed

The Employer agrees that all new Employees upon date of hire shall be required to complete all forms required under this Agreement.

##### 25.02 New Employees To Be Acquainted

The Employer agrees to acquaint all new Employees with conditions of work, supply of work clothing and safety equipment.

##### 25.03 Plural or Feminine Terms May Apply

Whenever the singular, masculine or feminine is used in the Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context so requires.

##### 25.04 Bulletin Boards

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

##### 25.05 Tools, Equipment and Vehicles

a) The Employer shall supply all tools, equipment and vehicles required by the

Employees in the performance of their duties. Replacement will be made by producing the worn or broken tool.

- b) This excludes the Maintenance Mechanic's position, who will supply the hand tools, however, all benefits of insurance and replacement shall apply.

25.06 Funded Work Program Employees

It is understood that if a Federal, Provincial, and/or any other funded program Employee is selected as a Regular Employee, during or at the completion of their employment on such funded program, they shall be accorded all provisions of the Collective Agreement accorded Probationary Employees.

25.07 Work in Two Classifications – Temporary Employees

Temporary Employees shall not be permitted to work in two (2) classifications at the same time except by mutual Agreement between the parties. Such agreement will be in the form of a Letter of Understanding.

25.08 Crossing of Legal Picket Lines

- a) No Employee covered by this Agreement except in emergency conditions will be required to enter any building, property or business where a picket line of a recognized Labour Union is in evidence.
- b) Failure to cross such a picket line by the members of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action. Pay for such loss of time shall be at the discretion of the Employer.

25.09 Union Label

One (1) CUPE Local 2269 Union Label, to a maximum size of nine (9) cms by nine (9) cms shall be displayed in a prominent location visible to the public at each work site where Union Employees are regularly scheduled to work.

**ARTICLE 26 – WHISTLE BLOWER PROTECTION**

The Employer and the Union agree that the District of Squamish and its Employees will not violate any Act, Regulation or law either Federal, Provincial or Municipal. The Employer will be notified in writing of any observed or alleged violations. No Employee shall be subjected to or suffer retaliation, or be disciplined for providing such information.

**ARTICLE 27 - PRESENT CONDITIONS AND BENEFITS**

27.01 Present Conditions to Continue

All rights, benefits, privileges and working conditions which Employees and the Employer now enjoy, receive or possess shall continue to be enjoyed and possessed in so far as they are consistent with the Agreement, but may be modified by mutual Agreement between the Employer and the Union.

27.02 Continuation of Acquired Rights

All provisions of the Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereinafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, or if there is an amalgamation, annexation, merger or other structural change of the Employer, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the Employees shall remain in existence and either Party, upon notice to the other may reopen this Agreement for negotiation.

**ARTICLE 28 - LABOUR MANAGEMENT COMMITTEE**

28.01 Committee

A Joint Labour/Management Committee shall be established consisting of up to three representatives of the Union and three representatives of the Employer.

28.02 Purpose

The Joint Committee shall concern itself with discussing issues relating to the workplace that affect the parties or any Employee bound by this Agreement, with problems and potential problems involving the Parties, but not with grievances, and shall have the power only to make recommendations to the Union and the Employer.

28.03 Meetings

The Joint Committee shall meet at the written call of either party, for a stated purpose, within ten (10) days of the call. Minutes will be taken for the proceedings of each meeting, and each party shall receive a copy of the Minutes.

28.04 Meeting Remuneration

Employees in attendance will not suffer a loss of pay for attending Joint Labour/Management Committee meetings.

**ARTICLE 29 - TERM OF AGREEMENT**

29.01 Term

This Agreement shall be for the period from and including January 1st, 2016 to and including December 31, 2019 subject to the right of either party to the Agreement, at any time within four (4) months immediately preceding the date of the expiry of this Agreement (December 31, 2019) or immediately preceding the last day of December in any year thereafter by written notice, to require the other party of the Agreement to commence collective bargaining.

29.02 Procedure

Should either party give written notice, aforesaid, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement (or increase or decrease the rate of pay of any Employees for whom collective bargaining is being conducted or alter any other term or condition of employment) until:

- a) the Union goes on strike, or
  - b) the Employer locks-out the Employees, or
  - c) the parties shall conclude a renewal or revision of this Agreement or enter into a new Collective Agreement,
- which ever is the earliest.

The operation of Section 50(2) and 50(3) of the Labour Relations Code is hereby excluded.

29.03 Retroactivity

All changes in the new Agreement shall be adjusted retroactively unless otherwise specified.

29.04 Mutually Agreed Changes

Any mutually-agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the Grievance and Arbitration Procedure. Such mutually-agreed changes shall be presented in writing.

2016 - 2019  
CUPE 2269/District of Squamish  
COLLECTIVE AGREEMENT

---

IN WITNESS WHEREOF, BOTH PARTIES HERETO HAVE EXECUTED THEIR PRESENCE ON  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016.

SEALED WITH THE SEAL OF THE  
DISTRICT OF SQUAMISH  
SIGNED IN THE PRESENCE OF  
ITS PROPER OFFICERS:

\_\_\_\_\_

MAYOR

\_\_\_\_\_

GENERAL MANAGER OF  
CORPORATE SERVICES

SEALED WITH THE SEAL OF  
CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 2269, AND  
SIGNED IN THE PRESENCE OF ITS PROPER  
OFFICERS:

\_\_\_\_\_

PRESIDENT

\_\_\_\_\_

SECRETARY TREASURER

**LETTER OF UNDERSTANDING #2**

Workers Employed at the Brennan Park Recreation Centre Concession (BPRCC):

THE UNDERSIGNED BARGAINING REPRESENTATIVES, ACTING ON BEHALF OF THE DISTRICT OF SQUAMISH AND THE UNDERSIGNED REPRESENTATIVES OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 2269, AGREE TO THE FOLLOWING:

The Parties agree in the event the Employer resumes direct operation of the BPRCC, notwithstanding the Collective Agreement, the following terms and conditions will apply to Employees at the BPRCC.

1. Employees will be considered as 'casual' Employees for the purposes of the Collective Agreement except as specifically varied below in #'s 2 through #5 inclusive;
2. Article 19.03 (a) (ii) – Daily Guarantee: Employees at the BPRCC will be guaranteed a minimum of two (2) hours;
3. Employees at the BPRCC will not accrue seniority;
4. Article 17.03 – Vacation Pay will apply to Employees at the BPRCC;
5. Articles 13.05 – Hours of Work; 13.09 (b) – Casual Employees – Hours; and 13.16 Change of Shifts, will not apply to Employees at the BPRCC.

---

SIGNED ON BEHALF OF THE  
DISTRICT OF SQUAMISH

---

SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC EMPLOYEES



**LETTER OF UNDERSTANDING #3**

Casual Employee Hours:

THE UNDERSIGNED BARGAINING REPRESENTATIVES, ACTING ON BEHALF OF THE DISTRICT OF SQUAMISH AND THE UNDERSIGNED REPRESENTATIVES OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 2269, AGREE TO THE FOLLOWING:

That in January of each year, the District will undertake a review of Casual Employee hours to determine those Employees who have worked, on average, 20 hours per week in the preceding calendar year in a specific job classification;

That the District will amend the classification from casual to regular part-time for those Casual Employees who have worked, on average, 20 hours per week in the preceding calendar year in a specific job classification;

And that the calculation of hours per week will exclude those hours worked in a capacity as vacation or sick relief and those casual hours worked in temporary positions.

\_\_\_\_\_

SIGNED ON BEHALF OF THE  
DISTRICT OF SQUAMISH

\_\_\_\_\_

SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC EMPLOYEES

**LETTER OF UNDERSTANDING #4**

Selection of Supervisory Positions:

THE UNDERSIGNED BARGAINING REPRESENTATIVES, ACTING ON BEHALF OF THE DISTRICT OF SQUAMISH AND THE UNDERSIGNED REPRESENTATIVES OF THE CANADIAN UNION OF PUBLIC EMPLOYEES. LOCAL NO. 2269,

The following positions are identified as being supervisory in nature, and when a vacancy in any occurs, the role of seniority in the selection process is as described in Article 11.02 b) i):

- Assistant Chief Operator – Wastewater Treatment Plant
- Chief Building Inspector
- Chief Operator – Wastewater Collection
- Chief Operator – Water Distribution
- Chief Operator - Wastewater Treatment Facility
- Customer Service Supervisor
- Electrical Supervisor
- Fleet Supervisor
- Marketing and Communications Specialist
- Operations Supervisor
- Operations Utility Supervisor
- Recreation Facilities Maintenance Supervisor
- Recreation Program Coordinator
- Recreation Program Specialist
- Team Leader – Client Services
- Team Leader – Operations Support
- Team Leader - Records
- Trails Maintenance Operator
- Winter Night Foreman, Roads and Drainage
- Working Foreman, Water and Sewer

All new positions mutually agreed between the Employer and the Union.

---

SIGNED ON BEHALF OF THE  
DISTRICT OF SQUAMISH

---

SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC EMPLOYEES

**LETTER OF UNDERSTANDING #5**

Seniority:

THE UNDERSIGNED BARGAINING REPRESENTATIVES, ACTING ON BEHALF OF THE DISTRICT OF SQUAMISH AND THE UNDERSIGNED REPRESENTATIVES OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 2269, AGREE TO THE FOLLOWING:

WHEREAS THE PARTIES AMENDED the method by which seniority is accrued and recorded; and,

WHEREAS THE PARTIES INTENDED in so doing, to maintain the same relative position of Employees on the seniority list, the parties hereby agree:

1. Seniority Lists shall be provided pursuant to Article 10.03 – Seniority List
2. The Employees whose seniority would have been affected by the above referenced change are to be identified by \* on the seniority list and their seniority will remain the same relative to other Employees and will not change due to the above – referenced change.

\_\_\_\_\_  
SIGNED ON BEHALF OF THE  
DISTRICT OF SQUAMISH

\_\_\_\_\_  
SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC EMPLOYEES

## **LETTER OF UNDERSTANDING #6**

### **Nine-day Fortnight:**

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE DISTRICT OF SQUAMISH AND THE UNDERSIGNED REPRESENTATIVES OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 2269 AGREE TO THE FOLLOWING:

Subject to operational requirements the parties agree to a nine-day fortnight for all Regular Full-time Schedule B Employees. With a minimum of four (4) weeks' notice the Employer can suspend the fortnight schedule for a period of time not to exceed 30 days.

### **Shifts**

Employees will work a shift known as the "nine day fortnight". Such Employees will work a schedule consisting of a:

- Two (2) week pattern of five (5) days on with two (2) consecutive days off in one week and four (4) days on with three (3) days (at least two (2) consecutive days) off in the other week; OR
- Two (2) week pattern of four (4) days on with three (3) days (at least two (2) consecutive days) off in one week and five (5) days on with two (2) consecutive days off in the other week.

### **Week**

For the purpose of this Letter of Understanding the Week is defined as being from:

- Monday - 12:01 am until the following Sunday - 11:59 pm.

### **Regular Hours of Work**

Employees will work an average of 70 hours every two (2) weeks scheduled within the window of hours of work described below.

The Employees in the following departments shall work Monday to Friday between the hours of 7:00am and 5:30pm with either a one (1) or one-half (1/2) hour unpaid meal break. Eight (8) hours being the maximum daily consecutive hours.

- Municipal Hall
- RCMP Municipal Employees
- Operations (Schedule B)

### **Recreation Services:**

---

The daily hours plus either one (1) or one-half (1/2) hour unpaid meal break, shall be scheduled within a period of consecutive hours between 7:00am and 10:30pm.

Victim Services and Community Policing:

The daily hours plus either one (1) or one-half (1/2) hour unpaid meal break, scheduled within a period of consecutive hours between 7:00am and 9:00pm.

Information Technology:

The daily hours plus either one (1) or one-half (1/2) hour unpaid meal break, scheduled within a period of consecutive daily hours between 7:00am and 7:00pm.

Employees in the above Departments may choose not to work a nine day fortnight schedule. The Employer, the Union, an Employee or a group of Employees may propose an alternate nine day fortnight schedule in writing. The alternate schedule shall be approved by the Employer, the Union, an affected Employee or group of Employees. The schedule may be cancelled by the Employer, Union, an Employee or group of Employees, with 30 days written notice.

Shift Differential

Shift differential for all Employees on the nine day fortnight schedule shall be paid for hours worked after 5:30pm and before 7:00am.

Overtime

For those Employees on the nine-day fortnight schedule, overtime will be paid for hours beyond those on the daily and week shift schedule.

Meal Breaks

Length of meal breaks of either one half hour (1/2) or one (1) hour will be determined based on operational requirements and where possible will take into account an employee's preference.

Public Holidays

Public Holidays will be calculated and paid on the basis of seven (7) hours.

Vacation

Vacation entitlement shall be converted from days to hours. (Example: 105 hours for Schedule B employees with three weeks' vacation). Vacation will be taken on the basis of number of hours entitled for each day that the employee is absent from the workplace.

Sick Leave

Regular Employees shall be entitled to a sick leave accumulation of eighty-four (84) hours per

---

year (based on seven (7) hours for each month of service credited as an advance). Such sick leave shall accumulate to a maximum of one thousand fifty (1050) hours. Sick leave shall be based on the actual number of hours absent from the workplace.

#### Temporary Posted Position

Temporary Schedule B positions are eligible for a nine-day fortnight at the discretion of the Employer.

#### Grand Parented Provisions:

It is agreed that the following employees currently working a 9 day fortnight schedule shall be entitled to continue, this schedule while they remain in their current classification:

- Sandy Steer – Gardener

Grandparented employees on the 9 day fortnight schedule will work an average of 80 hours every two weeks, Monday to Friday scheduled within the window of 7:00am to 7:00pm with a one-half (1/2) hour meal break.

#### Grandparented Shifts

##### Shifts

Employees will work a shift known as the "nine day fortnight". Such Employees will work a schedule consisting of a:

- two (2) week pattern of five (5) days on with two (2) consecutive days off in one week and four (4) days on with three days (at least two consecutive days) off in the other week; OR
- two (2) week pattern of four (4) days on with three days (at least two (2) consecutive days) off in one week and five (5) days on with two (2) consecutive days off in the other week.

#### Grandparented Week

For the purpose of this Letter of Understanding the Week is defined as being from:

- Monday - 12:01 am until the following Sunday - 11:59 pm.

#### Grandparented Shift Differential

Shift differential for all Employees on the nine day fortnight Schedule shall be paid for hours worked after 5:30pm and before 7:00am.

#### Grandparented Overtime

For those Employees on the nine-day fortnight schedule, overtime will be paid for hours beyond those on the daily and the week shift schedule.

---

Grandparented Meal Breaks

Length of meal breaks will be on half (1/2) hour.

Grandparented Public Holidays

Public Holidays will be calculated and paid on the basis of eight (8) hours.

Grandparented Vacation

Vacation entitlement shall be converted from days to hours (Example 120 hours for Grandparented Employees with 3 weeks' vacation). Vacation will be taken on the basis of number of hours entitled for each day that the employee is absent from the workplace.

Grandparented Sick Leave

Regular Employees shall be entitled to a sick leave accumulation of ninety six (96) hours per year (based on eight (8) hours for each month of service credited as an advance). Such sick leave shall accumulate to a maximum of one thousand two hundred (1200) hours. Sick leave shall be based on the actual number of hours absent from the workplace.

Amendments:

The parties agree that amendments to this memorandum may be made, by mutual agreement, based on the Evaluation criteria below.

Evaluation

The joint Labour Management committee will meet to undertake and complete an assessment within one year after ratification of the Collective Agreement as outlined by the criteria noted below:

The following criteria will be used for assessing the nine-day fortnight:

- 1) No adverse Effect on customer service
- 2) No adverse effect on operations
- 3) Consistent level of customer service throughout the term of the Letter of Understanding
- 4) No additional costs to the Employer

During the term of the Collective Agreement, the Committee may consider and propose alternative compressed work week schedules based on departmental operational and customer service requirements. Any proposed alternate schedule must follow the criteria already established as outlined above.

Amendments to the Letter of Understanding can be made with the mutual agreement of the parties. At the completion of the term of the Collective Agreement, with the mutual agreement

---

of the parties, the provisions of this Letter of Understanding will be:

- a) incorporated into the Collective Agreement; or
- b) amended and/or renewed for a period of time; or

In the absence of mutual agreement the provisions of this Letter of Understanding will be ended.

---

SIGNED ON BEHALF OF THE  
DISTRICT OF SQUAMISH

---

SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC EMPLOYEES



**LETTER OF UNDERSTANDING #7**

Utilization of Benefits

The parties agree that the appropriate utilization of benefits under the Collective Agreement will be the subject of joint review and discussion every six months at the Labour Management Committee.

\_\_\_\_\_

SIGNED ON BEHALF OF THE  
DISTRICT OF SQUAMISH

\_\_\_\_\_

SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC EMPLOYEES

**LETTER OF UNDERSTANDING # 8**

Recognition of previous Local Government Service

To assist the District in the recruitment of skilled employees, the District and Union will recognize a candidate's previous years of continuous service in Local Government in Canada, provided there is no more than a one year break of service before beginning employment with the District, for the purposes of starting vacation entitlement. However, no new employee will start beyond the 6<sup>th</sup> year vacation entitlement of four (4) weeks.

Such arrangements will occur with the mutual agreement of the Employer and the Union and will not be retroactive for employees hired previous to June of 2014.

For the purposes of this agreement, Local Government includes a local authority recognized and established by the Province of British Columbia and regulated under the Community Charter, Local Government Act or analogous legislation.

Either party may cancel the Letter of Understanding by providing sixty (60) days' notice to the other party.

\_\_\_\_\_  
SIGNED ON BEHALF OF  
DISTRICT OF SQUAMISH

\_\_\_\_\_  
SIGNED ON BEHALF OF  
CUPE LOCAL 2269

Dated this \_\_\_\_ day of \_\_\_\_\_ in Squamish, BC

**LETTER OF UNDERSTANDING # 9**

Workload Review

In the event that an Employee has concerns about their workload, he/she shall raise their concerns with their Supervisor. The Supervisor will provide clear direction about alternatives to address workload concerns. If the matter is not resolved, it may be referred to the Manager/Director for further consideration. General matters with regards to Employee workload may be the subject of discussion at the Labour Management Committee.

\_\_\_\_\_  
SIGNED ON BEHALF OF  
DISTRICT OF SQUAMISH

\_\_\_\_\_  
SIGNED ON BEHALF OF  
CUPE LOCAL 2269

Dated this \_\_\_\_\_ day of \_\_\_\_\_ in Squamish, BC

**LETTER OF UNDERSTANDING # 10**

Attendance Management Policy – Family Responsibility Day – use of sick leave

The Employer agrees to consult with the Union in the review of the District’s Attendance Management Policy with a view to introduce an option for employees to utilize up to 2 days of their sick leave for the care of dependents.

On an annual basis, the Joint Labour Management Committee will review the utilization of sick leave used for this purpose.

At the completion of the term of the Collective Agreement, with the mutual agreement of the parties, the provisions of this Letter of Understanding will be:

- a) incorporated into the Collective Agreement; or
- b) amended and/or renewed for a period of time; or

In the absence of mutual agreement the provisions of this Letter of Understanding will be ended.

\_\_\_\_\_  
SIGNED ON BEHALF OF  
DISTRICT OF SQUAMISH

\_\_\_\_\_  
SIGNED ON BEHALF OF  
CUPE LOCAL 2269

Dated this \_\_\_\_ day of \_\_\_\_\_ in Squamish, BC

## **CASUAL EMPLOYEE SECTION**

### **Article 2 - DEFINITIONS**

#### 2.01 Employee Definitions

- d) Casual Employee: is a person employed on a day-to-day basis (sporadic or consecutive); to perform specific short-term or occasional functions (not to exceed 14 calendar days), or to fill in for another Employee to a maximum of forty-two (42) days unless the Employee being replaced is on vacation. A casual Employee can be scheduled ahead of time, but at any time may only be scheduled for up to 10 consecutive working days unless the Employee being replaced is on vacation.

### **Article 10 - SENIORITY**

#### 10.02 Seniority Defined

- c) A Casual Employee who successfully completes the probation period for a regular position shall have regular seniority on the basis of the date on which regular Employee status was achieved.

#### 10.05 Casual, Temporary and Seasonal Seniority

##### a) Seniority

Any Casual, Temporary or Seasonal Employees who have worked more than 520 hours (Schedule A) or 455 hours (Schedule B) in a twenty four (24) month period in a single department will be considered to have acquired casual seniority in that Department. This casual seniority will be established on the basis of the date upon which the casual Employee was last hired in that department, and use such seniority for purposes of being considered for the vacancy or for the purpose of assignment of shifts in accordance with 13.09 a).

- b) Except for a Casual Guard employed at the RCMP detachment, a Casual Employee who is not called to work for three (3) months or is unavailable for work for a period of three (3) months or more, shall be considered separated and/or lose all seniority in that department.

### **Article 11 - PROMOTIONS AND STAFF CHANGES**

#### 11.02 Role of Seniority in Appointments, Promotions, Demotions and Transfers

See Article 11.02 (b) (ii) in main body of the Collective Agreement

#### 11.09 Job Sharing

See Article 11.09 in main body of the Collective Agreement

---

**Article 13 – HOURS OF WORK**

13.02 Hours of Work – Schedule “A”

See Article 13.02 (g) (iii) in main body of the Collective Agreement

13.03 Hours of Work – Schedule “B”

See Article 13.03 (b) in main body of the Collective Agreement

13.05 Hours of Work – Combination of Schedule “A” and “B”:

See Article 13.05 in main body of the Collective Agreement

13.06 Applicability of Hours of Work Sections

See Article 13.06 in main body of the Collective Agreement

13.08 Extra Casual Hours for Regular Part-time Employees

See Article 13.08 in main body of the Collective Agreement

13.09 Casual Employees - Hours

- a) Casual Employees who have seniority pursuant to Article 10.05 shall be assigned hours based on their qualifications, seniority and availability. That is, they shall be offered hours in classifications they are qualified to work in by rotation if they are available for the full assignment. Such hours must be available in a department the Employee would normally work in.
- b) Casual Employees shall not work more than thirty-five (35) or forty (40) hours per week (depending on the classification worked in) except when required to work unscheduled weekly overtime hours. Casual Employees however who are replacing an Employee who normally works longer than seven (7) hours or eight (8) hours as the case may be may work the longer shift hours without attracting overtime.
- c) Casual Employees shall have at least two (2) consecutive days off in each week.
- d) A Casual Employee offered shift(s) is required to inform the Employer that he will be entitled to be paid at overtime rates.
- e) All Casual Employees must give the Employer their schedule of availability 10 days in advance of the following month. If that Employee does not, they will be deemed to be unavailable for the month. A Casual Employee employed at the RCMP detachment who cannot be contacted to be offered a shift by the Employer

in accordance with their availability will be deemed to have refused that shift as referenced in (f) below.

- f) A casual guard employed at the RCMP detachment who has submitted a schedule of availability and who subsequently refuses three (3) shifts in a six (6) consecutive month period shall be removed from the casual list. The six (6) month period will move from the last date of refusal.
- g) Illness and/or emergent situations shall be reasons for refusal without penalty.
- h) A casual guard employed at the RCMP detachment may amend their availability to reflect reduced availability and must provide forty-eight (48) hours notice to their immediate supervisor. A casual guard employed at the RCMP detachment may amend their availability to reflect increased availability and may do so at any time with notice to their immediate supervisor.
- i) A Casual Employee shall lose seniority and no longer be an Employee if the Employee is absent from work in excess of two scheduled shifts without sufficient cause or without 48 hours notice unless such notice was not reasonably possible. Casual Employees shall not lose seniority and cease to be an Employee if they are absent due to illness.
- j) At the discretion of the Employer, Casual Employees will be required to attend training sessions. The Employer will pay the Employee at his regular rate of pay. The Employer will provide the Employee with a reasonable amount of notice of such training session(s).

13.10 Rest Between Shifts

See Article 13.10 in main body of the Collective Agreement

13.11 Rest Periods

See Article 13.11 in main body of the Collective Agreement

13.12 Shift Premium

See Article 13.12 in main body of the Collective Agreement

13.14 Split Shifts

See Article 13.14 in main body of the Collective Agreement

13.16 Change of Shifts and Shift Start Times

See Article 13.16 in main body of the Collective Agreement

13.17 Standby

See Article 13.17 in main body of the Collective Agreement

**Article 14 – OVERTIME**

See Article 14 in main body of the Collective Agreement

**Article 15 – CLOTHING AND DIRTY PAY**

See Article 15 in main body of the Collective Agreement

**Article 16 – PUBLIC HOLIDAYS**

16.03 Public Holiday Pay for Casual, Temporary and Seasonal Employees

Casual, Temporary and Seasonal Employees shall not be entitled to a day off with pay on a public holiday. Casual, Temporary and Seasonal Employees shall be paid public holiday pay of 4.62% of regular pay on each pay cheque in lieu of being paid for a public holiday. Temporary Employees will also be given a day off without pay as the public holiday occurs.

16.05 Public Holiday Pay

See Article 16.05 (a) in main body of the Collective Agreement

**Article 17 – ANNUAL VACATIONS**

17.03 Vacations and Vacation Pay for Casual Temporary and Seasonal Employees

All Casual, Temporary and Seasonal Employees shall receive vacation pay equal to four percent (4%) of their gross earnings up to and including 1960 hours of employment and six percent (6%) thereafter.

17.10 Vacation Entitlement for Employees Whose Status Changes

The calculation of vacation entitlement with respect to Casual, Temporary or Seasonal Employees who become Regular Employees will be to equate service using the formula of "1 year = 1827 hours", exclusive of the first year of employment, which shall be considered as one year of service. For the purposes of this Article, service is measured from the last date of hire.

**Article 19 – PAYMENT OF WAGES AND ALLOWANCE**

19.03 Daily Guarantee

See Article 19.03 a) (iii) in main body of the Collective Agreement

---



**Article 26 – WHISTLE BLOWER**

See Article 26 in main body of the Collective Agreement

2016-2019  
 CUPE 2269/District of Squamish  
 COLLECTIVE AGREEMENT

**WAGE SCHEDULE "A" 2016-2019**

WAGE SCHEDULE "A" 2016 - 2019	Effective Date			
	1-Jan-16	1-Jan-17	1-Jan-18	1-Jan-19
	1.5% increase	1.5% increase	2% increase	2% increase
Program Worker	14.84	15.06	15.36	15.67
Skate Patrol	14.84	15.06	15.36	15.67
Concession Worker	14.84	15.06	15.36	15.67
Recreation Leader	18.32	18.60	18.97	19.35
Recreation Fitness Leader	18.32	18.60	18.97	19.35
Concession Supervisor	20.51	20.82	21.24	21.66
Prisoner Guard	20.94	21.25	21.68	22.11
Janitor	22.37	22.71	23.16	23.62
Instructor / Guard 1	22.76	23.10	23.56	24.03
Animal Control Assistant	22.85	23.19	23.65	24.13
Water Conservation Educator	22.85	23.19	23.65	24.13

2016-2019  
 CUPE 2269/District of Squamish  
 COLLECTIVE AGREEMENT

---

WAGE SCHEDULE "A" 2016 - 2019	Effective Date			
	1-Jan-16	1-Jan-17	1-Jan-18	1-Jan-19
	1.5% increase	1.5% increase	2% increase	2% increase
Preschool Instructor	24.63	25.00	25.50	26.01
Animal Control Shelter Coordinator	25.47	25.85	26.37	26.89
Labourer	27.22	27.63	28.18	28.75
Recreation Facility Attendant 1	27.57	27.98	28.54	29.11
Recreation Facility Attendant 2	27.93	28.35	28.92	29.50
Animal Control Shelter Coordinator & Officer	28.31	28.73	29.31	29.89
Animal Control Officer	28.31	28.73	29.31	29.89
By Law Enforcement Officer	28.31	28.73	29.31	29.89
Mechanics Helper	28.32	28.74	29.32	29.90
Small Tractor and Sweeper Operator; Small Equipment Operator	28.36	28.78	29.36	29.95
Trails Maintenance Operator	28.36	28.78	29.36	29.95

---

2016-2019  
 CUPE 2269/District of Squamish  
 COLLECTIVE AGREEMENT

---

WAGE SCHEDULE "A" 2016 - 2019	Effective Date			
	1-Jan-16	1-Jan-17	1-Jan-18	1-Jan-19
Classification	1.5% increase	1.5% increase	2% increase	2% increase
Truck Driver	28.90	29.33	29.92	30.52
Street Sweeper 1	29.14	29.58	30.17	30.77
Front End Loader Operator 1; Backhoe Operator	29.17	29.61	30.20	30.80
Recreation Program Coordinator	29.21	29.65	30.24	30.85
Front End Loader Operator 2	29.74	30.19	30.79	31.41
Utility Operator I	30.10	30.56	31.17	31.79
Gardener 1	30.42	30.88	31.49	32.12
Grader Operator	30.74	31.21	31.83	32.47
Assistant Recreation Facility Maintenance Supervisor	31.17	31.64	32.27	32.92
Utility Operator 2	31.50	31.97	32.61	33.26
Assistant Chief Operator - Wastewater Treatment Facility	32.39	32.87	33.53	34.20

---

2016-2019  
 CUPE 2269/District of Squamish  
 COLLECTIVE AGREEMENT

---

WAGE SCHEDULE "A" 2016 - 2019	Effective Date			
	1-Jan-16	1-Jan-17	1-Jan-18	1-Jan-19
	1.5% increase	1.5% increase	2% increase	2% increase
Working Foreman	33.97	34.48	35.17	35.87
Bylaw and Animal Control Supervisor	34.53	35.05	35.75	36.46
Maintenance Mechanic	34.95	35.47	36.18	36.90
Chief Operator - Water or Wastewater Treatment Facility	35.17	35.70	36.41	37.14
Chief Operator - Water Distribution	35.17	35.70	36.41	37.14
Chief Operator - Collections	35.17	35.70	36.41	37.14
Recreation Facility Maintenance Supervisor	36.19	36.74	37.47	38.22
Operations Supervisor	36.19	36.74	37.47	38.22
Utility Operations Supervisor	36.19	36.74	37.47	38.22
Electrical Supervisor	36.19	36.74	37.47	38.22
Fleet Supervisor	36.19	36.74	37.47	38.22

---

2016-2019  
 CUPE 2269/District of Squamish  
 COLLECTIVE AGREEMENT

**WAGE SCHEDULE "B" 2016-2019**

WAGE SCHEDULE "B" 2016 - 2019	Effective Date			
	1-Jan-16	1-Jan-17	1-Jan-18	1-Jan-19
	1.5% increase	1.5% increase	2% increase	2% increase
Receptionist	20.60	20.91	21.33	21.76
Victim Services Assistant Coordinator	23.50	23.85	24.33	24.81
Customer Service Clerk	24.63	25.00	25.50	26.01
Recreation Facility Clerk	24.63	25.00	25.50	26.01
Records Clerk 1	24.88	25.25	25.76	26.27
Operations Support / Prisoner Guard	25.10	25.48	25.99	26.51
Cashier / Clerk 2	27.22	27.63	28.18	28.75
Recreation Booking and Office Services Coordinator	27.64	28.05	28.61	29.19
Recreation Secretary	27.64	28.05	28.61	29.19
Administrative Clerk	27.64	28.05	28.61	29.19
Clerk 3	28.38	28.81	29.38	29.97

2016-2019  
 CUPE 2269/District of Squamish  
 COLLECTIVE AGREEMENT

---

WAGE SCHEDULE "B" 2016 - 2019	Effective Date			
	1-Jan-16	1-Jan-17	1-Jan-18	1-Jan-19
	1.5% increase	1.5% increase	2% increase	2% increase
Accounts Receivable Clerk 3	28.38	28.81	29.38	29.97
Records Clerk 2	28.59	29.02	29.60	30.19
Front Counter Clerk-RCMP	28.59	29.02	29.60	30.19
Steno Clerk 4	29.21	29.65	30.24	30.85
RCMP Operations Coordinator	30.20	30.65	31.26	31.89
Real Estate Coordinator	30.20	30.65	31.26	31.89
Community Planning Assistant (Building, Planning, Engineering)	30.20	30.65	31.26	31.89
Economic Development Coordinator	30.20	30.65	31.26	31.89
Records Management Coordinator	30.20	30.65	31.26	31.89
Victim Services Coordinator	30.20	30.65	31.26	31.89
Community Policing Coordinator	30.20	30.65	31.26	31.89

---

2016-2019  
 CUPE 2269/District of Squamish  
 COLLECTIVE AGREEMENT

WAGE SCHEDULE "B" 2016 - 2019	Effective Date			
	1-Jan-16	1-Jan-17	1-Jan-18	1-Jan-19
	1.5% increase	1.5% increase	2% increase	2% increase
Communications Coordinator	30.20	30.65	31.26	31.89
Environment Technician	30.43	30.89	31.50	32.13
Utilities Technician	30.43	30.89	31.50	32.13
Accounts Payable Coordinator	30.47	30.93	31.55	32.18
Accounts Receivable Coordinator	30.47	30.93	31.55	32.18
Payroll and Administration Coordinator Clerk 4	30.47	30.93	31.55	32.18
Tax Clerk 4	30.47	30.93	31.55	32.18
Team Leader - Operation Support RCMP	30.80	31.26	31.88	32.52
Team Leader - Client Services RCMP	31.16	31.63	32.26	32.91
Team Leader - Records RCMP	31.16	31.63	32.26	32.91
Building Technician	31.36	31.83	32.47	33.12



2016-2019  
 CUPE 2269/District of Squamish  
 COLLECTIVE AGREEMENT

WAGE SCHEDULE "B" 2016 - 2019	Effective Date			
	1-Jan-16	1-Jan-17	1-Jan-18	1-Jan-19
	1.5% increase	1.5% increase	2% increase	2% increase
Assistant Engineering Technician / GIS	32.30	32.78	33.44	34.11
Information Technology Support Specialist	32.30	32.78	33.44	34.11
Web and Graphics Technician	32.30	32.78	33.44	34.11
Recreation Customer Service Supervisor	32.66	33.15	33.82	34.49
Communication and Marketing Specialist	32.88	33.37	34.04	34.72
Business Analyst	34.30	34.81	35.51	36.22
Communications and SCADA Specialist	34.30	34.81	35.51	36.22
Systems Specialist	34.30	34.81	35.51	36.22
Accounting Clerk 5	34.30	34.81	35.51	36.22
IT Project Coordinator	34.30	34.81	35.51	36.22
Sustainability Coordinator	34.30	34.81	35.51	36.22

2016-2019  
 CUPE 2269/District of Squamish  
 COLLECTIVE AGREEMENT

---

WAGE SCHEDULE "B" 2016 - 2019	Effective Date			
	1-Jan-16	1-Jan-17	1-Jan-18	1-Jan-19
	1.5% increase	1.5% increase	2% increase	2% increase
Plan Checker	34.30	34.81	35.51	36.22
Environmental Coordinator	34.30	34.81	35.51	36.22
Engineering Technician	34.30	34.81	35.51	36.22
Development Technician	34.30	34.81	35.51	36.22
Real Estate Portfolio Administrator	34.30	34.81	35.51	36.22
Recreation Program Specialist	36.19	36.74	37.47	38.22
Engineering Technician Coordinator	38.73	39.31	40.10	40.90
Development and Subdivision Coordinator	38.73	39.31	40.10	40.90
Building Inspector	38.73	39.31	40.10	40.90
Chief Building Inspector	41.43	42.05	42.89	43.75

---

**INDEX**

**A**

Acting Rate of Pay..... 52  
Adverse Report..... 9, 16  
Allowance ..... 40, 41, 51, 53, 61, 84

**B**

Benefits .... 11, 21, 22, 23, 46, 50, 56, 57,  
60, 61, 64, 65  
Bumping ..... 20, 23, 24, 25, 26, 27

**C**

Call Out..... 37  
**Casual** .. 8, 17, 18, 21, 22, 27, 28, 30, 31,  
33, 34, 35, 39, 45, 68, 69, 81, 82, 83,  
84  
Certification and Recertification ..... 41, 54  
Clothing ..... 40, 41, 63, 84,

**D**

Definitions ..... 7, 54, 81  
Dirty Pay ..... 40, 41, 84  
Dues..... 11, 12

**F**

Fees ..... 11, 54  
Forms ..... 63

**G**

Gloves ..... 40  
Grievance.. 10, 13, 14, 15, 16, 26, 46, 55,  
62, 65, 66  
Guarantee..... 51, 68, 84

**J**

Job Sharing..... 21, 81

**L**

Layoffs..... 24  
Leave of absence ... 17, 26, 39, 46, 47, 48,  
51, 53, 54, 60

**M**

Maternity..... 48, 60  
Meals ..... 39, 48

**O**

Overtime .. 30, 31, 33, 34, 35, 36, 37, 38,  
39, 40, 48, 82, 84

**P**

Part Time 7, 9, 20, 21, 24, 25, 28, 33, 34,  
42, 61, 69, 82  
Paternity..... 49, 51  
Promotions ..... 18, 19, 81  
Public Holidays . 23, 29, 42, 43, 45, 50, 84

**R**

RCMP ..... 18, 32, 35, 81, 82, 83  
Recall.. 10, 17, 20, 23, 24, 26, 27, 28, 60,  
61, 63

Reclassification..... 55

**Regular**... 7, 8, 11, 17, 18, 19, 20, 21, 22,  
23, 24, 25, 26, 27, 28, 29, 30, 31, 32,  
33, 34, 35, 36, 37, 38, 39, 40, 41, 42,  
43, 45, 47, 48, 51, 52, 54, 56, 59, 61,  
62, 64, 69, 81, 82, 83, 84

Rest Periods ..... 36, 39, 40, 83

**S**

Seasonal . 8, 9, 17, 18, 21, 28, 29, 42, 44,  
45, 56, 57, 58, 59, 61, 81, 84

2016-2019  
CUPE 2269/District of Squamish  
COLLECTIVE AGREEMENT

---

Seniority ... 16, 17, 18, 19, 20, 21, 25, 26,  
27, 32, 34, 35, 36, 38, 44, 46, 47, 48,  
61, 62, 68, 71, 81, 82, 83  
Shifts .. 18, 19, 22, 26, 28, 29, 30, 31, 32,  
33, 34, 35, 36, 37, 38, 41, 43, 59, 61,  
68, 81, 82, 83  
Standby ..... 38, 84  
Steward ..... 11, 12, 13, 14

**T**

**Temporary** 7, 8, 9, 12, 17, 18, 19, 21, 22,  
23, 25, 27, 28, 29, 33, 39, 42, 44, 45,  
46, 47, 48, 51, 52, 60, 61, 64, 69, 81,  
84

Tools ..... 63, 64  
Training ..... 10, 35, 53, 54, 62, 63, 83  
Trial..... 20, 26

**V**

Vacation 8, 18, 21, 23, 39, 43, 44, 45, 46,  
50, 68, 69, 81, 84  
Vehicles ..... 63

**W**

Wages 10, 12, 19, 20, 47, 51, 60, 61, 62,  
63, 84  
Whistle Blower ..... 64, 85  
Work Boots ..... 40