

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**OLIVER PARKS AND RECREATION SOCIETY**



**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL NO 608**



**JANUARY 1, 2023 – DECEMBER 31, 2023**

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**AGREEMENT BETWEEN:**

**THE OLIVER PARKS AND RECREATION SOCIETY,**  
(hereinafter called the "Employer")

AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 608,**  
Chartered by the Canadian Union of Public Employees and affiliated with the Canadian Labour  
Congress – Oliver Sub-Unit  
(hereinafter called the "Union")

**ARTICLE 1 PREAMBLE**

**1.01 Preamble**

This Agreement is entered into for the purpose of promoting and continuing the good relationship between the Employer and its employees represented by the Union; to secure prompt and equitable disposition of grievances, and to establish conditions of employment, rates of pay and hours of work.

**1.02 Singular or Masculine**

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

**ARTICLE 2 RIGHT OF MANAGEMENT**

**2.01 Management Rights**

The Union agrees that the management and control of the Employer's business and the direction and control of the Employer's work force are vested exclusively in the Employer, subject only to the limitations imposed upon the Employer by the provisions of this Agreement. The Union further recognizes and agrees that the Employer retains all the customary rights, responsibilities, functions and prerogatives of management, except as expressly modified or restricted by a specific provision of this Agreement.

**ARTICLE 3 UNION RECOGNITION AND BARGAINING UNIT**

**3.01 Bargaining Unit**

The Employer recognizes the Union as the sole and exclusive bargaining agent for all of its employees covered by Schedule "A" of this Agreement and hereby consents and agrees to confer and/or negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the Employer and the Union.

### **3.02 Work of the Bargaining Unit**

It is further agreed that, except for incidental or emergent situations or except for employees of a bona fide contractor who are not in the bargaining unit for which the Union is certified, any person whose classification is not covered by the Agreement shall not perform work that is normally done by those employees who are deemed to be within the bargaining unit for which the Union is certified.

### **3.03 Application**

- a) Employees whose jobs are not covered by Schedule "A" of this Agreement are hereby excluded from the terms and conditions of this Agreement.
- b) If, upon application to the Labour Relations Board by either the Union or the Employer, the said Council rules that any person, whose job classification is not included in Schedule "A", is an employee within the meaning of the *Labour Relations Code* and is included in the unit for which the Union is certified, the Employer shall forthwith institute a new classification for such person and all the provisions of Article 28 of this Agreement shall apply thereto.

### **3.04 Contracting Out**

The Employer reserves the right to contract out work providing no regular employee covered under this agreement shall lose their job or suffer reduction in regular working hours as a result of the Employer contracting out any work. The Employer agrees that any work or services presently performed by the bargaining unit shall not be contracted out except in cases of emergency when no bargaining unit employee is available.

## **ARTICLE 4 NO DISCRIMINATION**

### **4.01 No Discrimination**

There shall be no discrimination, interference, restriction or coercion with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of race, colour, ancestry, place of origin, place of residence, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age, nor by reason of their membership or lawful activity in the Union.

### **4.02 Harassment**

All personnel have the right to work without personal or sexual harassment. Any complaint alleging personal or sexual harassment will be dealt with in the Grievance Procedure and will commence at Step 2, as outlined in Article 11.03.



## **ARTICLE 5 UNION SECURITY**

### **5.01 Maintenance of Membership**

Every employee who is now or hereafter becomes a member of the Union shall maintain their membership in the Union as a condition of their employment, and every new employee whose employment commences hereafter shall within thirty (30) days after the commencement of their employment, apply for and maintain their membership in the Union as a condition of their employment.

## **ARTICLE 6 CHECKOFF OF UNION DUES**

### **6.01 Checkoff**

As a condition of employment, every employee to whom the terms and conditions of this Agreement apply, whether a member of the Union or not, shall sign a check-off form authorizing the Employer to deduct from their earnings and to pay to the Union an amount equal to the current monthly union dues and assessments as established by the Union in accordance with its Constitution and/or Bylaws.

### **6.02 Condition of Employment**

While this Agreement continues to apply to those employees who have signed the check-off form, the Employer shall, as a condition of employment, deduct from the earnings of each such employee an amount equal to the current union dues and assessments.

### **6.03 Initiation Fee**

Upon receipt of written authorization from an employee, the Employer shall deduct from their earnings an initiation fee in the amount established by the Union in accordance with its Constitution and/or Bylaws and shall forward such deduction to the Union in the manner provided for in Article 6.04.

### **6.04 Deductions**

Deductions shall be made from the payroll on a bi-weekly basis and shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15<sup>th</sup>) day of the month following, accompanied by a list of names of all employees from whose wages the deductions have been made. Upon request from the Union, the Employer will supply contact information for all employees from whose wages the foregoing deductions have been made.

## **ARTICLE 7 EMPLOYER SHALL ACQUAINT NEW EMPLOYEES**

### **7.01 New Employees**

The Employer agrees to supply new employees with a copy of this Agreement and to draw their attention to the conditions of employment set out in the Articles dealing with Union Security and Dues Checkoff.

## **7.02 Collective Agreement**

The Employer will draft and maintain a current version of the Collective Agreement, including all valid letters of understanding, and will make copies available to Union members as required.

## **ARTICLE 8 CORRESPONDENCE**

### **8.01 Correspondence**

Correspondence between the Employer and the Union, arising out of this Agreement or incidental thereto, shall pass to and from the Manager of Recreation or person holding an equivalent position and the Unit Chairperson of the Union.

## **ARTICLE 9 LABOUR MANAGEMENT RELATIONS**

### **9.01 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, union stewards and authorized committee members. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

### **9.02 Labour Management Relations Committee**

A Labour-Management Relations Committee shall be appointed and consist of not more than two (2) representatives of the Employer, as appointees of the Employer, and not more than two (2) members of the Union, as appointees of the Union.

### **9.03 Function of Labour-Management Relations Committee**

All matters of mutual concern pertaining to performance of work, operational problems, rate of pay, hours of work, and other working conditions arising during the term of this Agreement, shall be referred to the Labour-Management Relations Committee for discussion and, if possible, settlement by the Committee. Grievances, as defined in Article 11.02 of this Agreement, shall be dealt with under the provisions of Article 11 and 12 and shall not be referred to the Labour-Management Relations Committee.

### **9.04 Meetings of Committee**

In the event the Union or the Employer wishes to call a meeting of the Labour-Management Relations Committee, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than ten (10) calendar days after the request has been given.

**9.05 Time Off for Meetings**

Any representative of the Union on the Labour-Management Relations Committee, who is in the employ of the Employer, shall have the privilege of attending Labour-Management Relations Committee meetings held within working hours without loss of remuneration.

**9.06 Employee Representation in Collective Bargaining**

The Employer shall grant permission for two (2) employees to take leave of absence while engaged in collective bargaining with the Employer with respect to renewal of this agreement. The Employer shall pay the wages of one (1) of these employees only.

**9.07 Representative of Canadian Union of Public Employees**

The Union shall have the right at any time to have the assistance of one (1) representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

**9.08 Employer Representation in Collective Bargaining**

The Employer shall limit its representation in collective bargaining with the employees to not more than four (4) representatives.

**ARTICLE 10 RULES AND REGULATIONS**

**10.01 Copies to be Posted**

Copies of all rules and regulations made by the Employer for the governance of employees in the bargaining unit shall be forwarded to the Union and shall be posted on all bulletin boards.

**ARTICLE 11 GRIEVANCE PROCEDURE**

**11.01 Permission to Leave Work**

Up to two (2) Union Stewards and the aggrieved Employee shall be permitted time off to handle grievances without loss of pay, provided they have first sought and obtained permission from their immediate supervisor to absent themselves from their regular duties for that purpose, which permission shall not be unreasonably withheld.

**11.02 Grievance – Technical Requirements**

a) Definition of Grievance

“Grievance” means any difference, disagreement or dispute between the Parties concerning:

- i) the interpretation, application, operation or any alleged violation of any provision of this Agreement, including any question as to whether or not any matter is arbitrable; or
  - ii) the discipline or discharge of any employee.
- b) Right To Grieve
  - i) Any employee who considers themselves aggrieved shall have the right to initiate a grievance and to process the grievance under this Agreement, subject to the consent of the Union, in which case the Union shall at all times control carriage of the grievance on behalf of the employee.
  - ii) The Union shall have the right to initiate and to process a grievance under this Agreement on behalf of itself, or on behalf of any employee, or on behalf of any group of employees.
  - iii) The Employer shall have the right to initiate and to process a grievance under this Agreement with respect to the Union's conduct.
- c) No Slowdown Or Stoppage of Work

All grievances shall be finally and conclusively settled in the manner set out in this Article without slow down or stoppage of work.

### **11.03 Settling of Grievances**

The Union and the Employer agree that grievances are to be dealt with in an expeditious manner by both parties, in accordance with the following steps:

#### **Step 1:**

The employee concerned, in person, with their Union Steward in attendance, shall first seek to settle the grievance with the Manager of Recreation within fifteen (15) days from the date of occurrence of the event that precipitated the grievance.

#### **Step 2:**

If a satisfactory agreement is not reached within seven (7) days after a grievance is first discussed under Step 1, the grievance shall be submitted in writing to the Manager of Recreation, or delegate.

Within seven (7) days of receipt of the grievance the aggrieved employee, in person with Union Steward(s) and any necessary witnesses will meet with a maximum of two (2) members of the Employer's Grievance Committee and any necessary witnesses, in an effort to resolve the grievance.

At the grievance meeting, both parties shall present and hear all of the known evidence and facts related to the dispute. Both parties commit to bringing forward all known evidence and facts of the case and not to withhold any known evidence or facts, in the best interests of resolving the dispute to the benefit of the parties and the griever.

Should the dispute remain unresolved following this meeting, the parties shall be restricted to using only that evidence and those facts relied upon at the grievance meeting in any subsequent arbitration proceedings. Should either of the parties become aware of any relevant or pertinent evidence or facts related to the dispute following the grievance meeting, the party with the new information shall be obligated to immediately inform the other party of the new information.

Failure to provide all information to the other party without delay, and in any case prior to any arbitration proceeding, shall disqualify that party from relying on such information at any arbitration proceeding related to the dispute.

#### **11.04 Arbitration**

If a satisfactory settlement is not reached after the grievance was submitted to the final step of the grievance procedure, the Union shall notify the Employer within thirty (30) days of its intention to proceed to Arbitration and name its nominee to the Arbitration panel. In the event that the Union does not notify the Employer that it will proceed to Arbitration within the prescribed time limit of thirty (30) days, the Grievance shall be deemed to be abandoned and all rights to the Grievance Procedure at an end.

In the event that the Union or Employer has difficulty selecting a nominee within the prescribed time limit of thirty (30) days, a maximum of fifteen (15) additional days will be permitted.

#### **11.05 Policy Grievance**

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step 1 of this Article may be bypassed.

#### **11.06 Replies in Writing**

Replies to grievances shall be in writing at all stages following Step 1.

#### **11.07 Employee May Discuss Their Own Personal Problem**

Nothing in this Article shall be interpreted as preventing an employee from discussing their own personal problem with their immediate supervisor or person holding an equivalent position.

### **ARTICLE 12 ARBITRATION**

#### **12.01 Board of Arbitration**

- a) A Board of Arbitration shall consist of three (3) members, one (1) to be chosen by either party, the third, who shall be Chairman, to be selected by the two (2) so appointed. The members chosen by the parties concerned must meet within seven (7) days of their selection, and they shall be allowed a further seven (7) days to agree upon a Chairman. If they fail to agree on a Chairman, then either Party may request that the

Director of the Collective Agreement Arbitration Bureau appoint the Chairman pursuant to Section 86 of the *Labour Relations Code* of British Columbia.

- b) Upon their selection or appointment, the Chairman of the Board of Arbitration shall fix a date for hearing the grievance, and shall endeavour to set this date to be not later than fourteen (14) days from the date of the Chairman's selection or appointment
- c) The Board shall endeavour to deliver its award in writing to each of the parties within twenty (20) days after all the evidence has been submitted. The award of a majority of the Board shall be the award of the Board and shall be binding upon the parties, but in no event shall the Board have the power to alter, modify or amend this Agreement in any respect.
- d) Grievances submitted to a Board of Arbitration shall be in writing and shall clearly specify the nature of the issue and the remedy being sought.
- e) Each party shall bear the fee and expenses of the member appointed by such party and shall pay half (1/2) the fee and expenses of the Chairman and of the stenographic and other expenses of the Board subject to the provisions of Section 90 of the *Labour Relations Code* of British Columbia.

#### **12.02 Amending of Time Limits**

Time limits mentioned in Articles 11 and 12 refer to clear calendar days and may only be extended by written mutual agreement of the parties.

#### **12.03 Witnesses**

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee concerned as witness and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the Board of Arbitration to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

#### **12.04 Single Arbitrator**

Notwithstanding the foregoing, the parties may mutually agree to the use of a single arbitrator, who will be governed by the provisions of this Article. Failing to agree on a single arbitrator, the provisions of the three (3) person Board will apply.

### **ARTICLE 13 DISCHARGE, SUSPENSION AND DISCIPLINE**

#### **13.01 Warnings**

Whenever the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer shall,

within five (5) days thereafter, give written particulars of such censure to the employee involved, with copy thereof to the Unit Chairperson of the Union.

**13.02 Procedure Upon Discharge or Suspension**

Discharge or suspension of an employee shall be for proper cause.

**13.03 Picket Line**

Proper cause shall not include the refusal of an employee to cross a picket line maintained at the premises of the Employer by other employees of the Employer who are engaged in a legal strike.

**13.04 Written Notification**

When an employee is discharged or suspended they shall be given reason therefore in writing, not later than the third working day following discharge or suspension.

**13.05 Special Grievance**

A claim by an employee that they have been discharged or suspended for other than proper cause shall be treated as a special grievance and may be submitted directly under Step 2 of Article 11.03.

**13.06 Reinstatement**

Should it be found upon investigation that an employee has been suspended or discharged for other than proper cause, such employee shall be immediately reinstated in their former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

**13.07 Personnel File**

The Employer agrees that all employees will have access to their personnel file and may review same in the presence of the Manager of Recreation or delegate. To obtain access to their personnel file, the said employee will forward the appropriate request in writing to the Manager of Recreation or delegate, who will deal with the said request within a reasonable time. Any employee may respond in writing to any report on their personnel file and such response will become part of the file.

**13.08 Purging of Letters of Discipline**

Any record of discipline placed in an Employee's personnel file may be removed two (2) years after the date of issue upon request by the employee, providing that in the interim there has been no other discipline, subject to the retained discretion of the Employer to decline the request for removal.

## **ARTICLE 14 SENIORITY**

### **14.01 Definitions**

For the purpose of this agreement, the following definitions shall apply:

"seniority" means the total length of service in the bargaining unit, measured in years, days or hours, as appropriate, and except as provided in Article 14.03 and Article 14.06, shall operate on a bargaining unit wide basis.

"employee" means a person in the bargaining unit who is employed by the Employer for remuneration.

"full time employee" means an employee who has completed the probationary period and who is normally working forty (40) hours per week in an outside position or thirty-five (35) hours per week in an inside position.

"part time employee" means an employee who is regularly scheduled to work less than forty (40) hours in an outside position or less than thirty-five (35) hours per week in an inside position on a regular ongoing basis.

"seasonal employee" means a regular full or part time employee whose annual period of active employment is for one (1) or more seasons but less than a calendar year.

"relief employee" means an employee who is employed on a full or part time basis, for a specified time to fill a position which is available because of extra work load, or because of the absence of an employee due to illness, accident, vacation, or approved leave of absence. Relief employees shall not accrue seniority.

"student" means an employee who is enrolled in or who is attending or is hired within five (5) months of attendance at a recognized educational institution such as high school, college or university. The period of employment of a student shall not exceed one hundred sixty-five (165) consecutive calendar days. Students shall not accrue seniority.

"probationary employee" means an employee who has not completed their probationary period.

### **14.02 Probationary Employees**

- a) New employees shall be considered probationary until they have completed the following amounts of continuously scheduled work:
  - full time employees: four (4) months
  - part time and relief employees, inside staff: six hundred and seven (607) hours within a twenty-four (24) month period
  - part time, seasonal and relief employees, outside staff: six hundred ninety-three (693) hours within a twenty-four (24) month period
- b) Notwithstanding the above, where the employer feels there is a need for further evaluation, the above periods may be extended by two (2)



months, three hundred and three (303) hours or three hundred and forty-seven (347) hours respectively.

- c) Whenever the Employer decides to extend the probation period for an employee as provided in (b) above, the Employer will provide the Union with the reasons for such an extension, but in all cases the decision to extend probation is the Employer's alone and no consent is required from the Union for such an extension.

#### **14.03 Seniority Lists**

The Employer shall prepare and keep an up-to-date seniority list of all employees and a copy of all updates shall be posted on the bulletin boards. A seniority list shall be maintained for regular full time, part time and seasonal employees.

#### **14.04 Accumulation of Seniority**

Full time employees shall earn seniority on an elapsed time basis while they are employed and members of the bargaining unit, including their probationary period once completed. Part time and seasonal employees shall earn seniority on the basis of actual hours at work. For the purposes of comparison or conversion, one (1) year of seniority for inside staff shall be equivalent to one thousand eight hundred and twenty (1,820) hours, and one (1) year of seniority for outside staff members shall be equivalent to two thousand and eighty (2,080) hours.

Full time, part-time and seasonal employees who are on a leave of absence shall continue to accrue seniority for one (1) month from commencement of leave, after which seniority shall be frozen.

Full time, part-time and seasonal employees who are on a maternity or parental leave shall continue to accrue seniority for up to fifty-two (52) weeks of either such leave after which seniority shall be frozen.

Full time, part-time and seasonal who are on layoff or WCB shall continue to accrue seniority during such absence.

Full time employees who are in receipt of LTD benefits shall continue to accrue seniority for two and a half (2½) years from the commencement of disability after which their seniority shall be frozen.

#### **14.05 Limitations on Seniority**

- a) Except as provided in Subsection (b) and (c), an employee shall not lose their seniority if they are absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer.
- b) When an employee is absent due to illness or accident:
  - i) They shall cease to earn additional seniority after thirty (30) months.
  - ii) They shall lose their right to their existing position and ability to bump other employees after thirty-six (36) months, but will be

considered to fill vacant positions which may be available and which they are capable and qualified to fill; and

- iii) They shall lose their accrued seniority following thirty-six (36) months unless a medical certificate is produced confirming a potential return to work within one (1) year.
- c) An employee shall lose their seniority in the event:
  - i) They are discharged for proper cause;
  - ii) They resign;
  - iii) They are absent from work in excess of five (5) working days without approval, unless it was not reasonably possible to contact the Employer to request such approval;
  - iv) They are to return to work following a layoff, within the period prescribed in Article 16.05, unless unable to do so because of sickness, or other cause acceptable to the Employer;
  - v) They are laid off for a period longer than one (1) year.

When an employee loses their seniority, their right to continued employment and/or to re-employment shall cease. In the event of re-employment, such person shall start as a new employee and their right to seniority and other benefits based upon their length of service with the employer shall be calculated from the date of re-employment.

#### **14.06 Retention of Seniority on Transfer Out of the Bargaining Unit**

Employees promoted or transferred to a supervisory or other position outside the bargaining shall not accumulate any additional seniority credits while working outside the bargaining unit. If subsequently demoted or transferred to a job in the bargaining unit, their accumulated seniority from prior to leaving the bargaining unit shall be reinstated.

#### **14.07 Grant Workers**

All "Grant Workers" will be considered "employees" insofar as the Employer is concerned. The rate of pay and benefits will be negotiated between the Employer and the Union.

### **ARTICLE 15 PROMOTIONS AND TRANSFERS**

#### **15.01 Seniority to Apply**

Promotions, demotions and transfers shall be made on the basis of seniority, provided the employee concerned possesses the necessary qualifications, skill, knowledge and ability to efficiently fulfil the job requirements.

#### **15.02 Job Posting**

If a job vacancy occurs, or a new position is created which comes within the scope of this Agreement, notice of such vacancy or new position shall be posted in a manner which gives all employees in all departments covered by this

Agreement adequate access to the information contained in such notice. Such notice shall contain the following information: Nature of position, required knowledge and education, ability and skills, shift, wage and salary rate or range. Copy of the notice shall also be sent to the unit Chairperson of the Union.

**15.03 Permanently Filled**

Such vacancy or new position shall not be permanently filled until one (1) week has elapsed after the posting of such notice.

Transfers of successful applicants will be made as soon as possible.

**15.04 Filling of Vacancies on a Temporary Basis**

Notwithstanding any other provisions of this Agreement; whenever a new or vacant position(s) requires immediate filling, the Employer will select an employee(s) taking seniority, qualifications and employee preference to such opening(s) into account. The Employer agrees such filling of positions(s) shall be deemed to "pending posting" and said position shall be posted within thirty (30) days.

**15.05 Trial Period**

When a full time, part time or seasonal vacancy is filled on a permanent basis by an employee who has completed their probation period per Article 14.02, the employee shall be on a trial period in the new position for a period of three (3) months for a full time position or four hundred fifty-five (455) hours for a part time inside position, or five hundred twenty (520) hours for a part time or seasonal outside position.

If the employee filling the new position has proven their service to be satisfactory to the Employer, the employee shall be confirmed in the new position. If the service is deemed not satisfactory, or if the employee is unable or unwilling to continue to perform the duties of the new classification, the Employer may extend the trial period a further one (1) month for full time position, or one hundred fifty-two (152) hours for a part time inside position, or one hundred seventy-three (173) hours for a part time or seasonal outside position, or may return the employee to their former position.

In the event an employee does not successfully complete their trial period and is returned to their former position, the Employer may repost the vacancy or may appoint another employee from the original list of applications.

**15.06 Becoming Partially Disabled**

As a result of an employee being partially disabled through illness or accident, the Employer will endeavour to place the injured employee into an unmodified job that is available, provided the employee can perform the work.

**15.07 While on Vacation**

If any employee indicates to their management supervisor in writing, prior to going on vacation or leave of absence, their intent to apply for an anticipated job posting, they would be considered for such opening.

## **ARTICLE 16 LAYOFFS AND RECALLS**

### **16.01 Layoffs**

- a) The Employer shall notify employees with seniority rights who are to be laid off, ten (10) working days before layoff is to be effective. The provisions of this Article shall not apply because of a temporary suspension of work due to inclement weather or emergency conditions beyond the control of the Employer.
- b) In the event that work becomes available, before the actual lay-off of an employee occurs and following a notice of layoff having been provided to an employee, the Employer may extend the original layoff notice on a day-to-day basis with the mutual agreement of the union and the Employer.
- c) Notwithstanding the foregoing provision for an extension of the layoff period, such extension(s) must not exceed an additional five (5) working days. Should the extended layoff period exceed five (5) working days, the Employer shall be required to issue a new [second(2<sup>nd</sup>)] notice of layoff as per (a) above.

### **16.02 Order of Layoff**

In the event of layoff, probationary employees shall be laid off first, and thereafter employees shall be laid off in reverse order of seniority, provided that there are available employees with seniority who are qualified and willing to do the work of employees laid off.

### **16.03 Employee Responsibility**

It shall be the responsibility of a laid off employee to keep the Employer informed of their current contact information by which they may be contacted.

### **16.04 Recall**

In the case of employees who have completed the probationary period and are laid off due to lack of work, such employees shall be entitled to recall for employment in order of seniority, provided they are qualified to do the work available.

### **16.05 Return to Work**

Such employees shall return to work within five (5) working days (or such other period as may be mutually agreed upon) after recall notice has been received.

### **16.06 Emergent or Short Term Work**

When emergent or short term work of less than five (5) working days occurs, the Employer shall recall employees in order of seniority first, but may recall employees out of order of seniority and the provisions of Article 16.05 shall not apply.

**16.07 Demotions When Work Force is to be Reduced**

Should it become necessary to reduce the work force, the Employer will determine the required positions. Employees affected who subsequently will not retain their former position may be demoted to a lower classification. If the employee so requests, they shall be entitled to take a layoff instead of the demotion.

**16.08 Same Seniority**

For the purpose of layoff, recall, vacation selection or promotion selection, if the total accumulated seniority of two (2) or more employees is identical, the determination of seniority shall be made by examining the start date of the employees, and if still tied, then the application date of the employees, if known, or if unknown or still tied, then by the drawing of lots.

**16.09 No New Employees**

If any employee with call-back rights is on layoff, the Employer will not hire any new employees without first evaluating if the laid off employee possesses the necessary training, experience and other qualifications to perform the duties of the proposed temporary position. If the laid off employee is qualified to perform the duties of the proposed position, they will first be offered the position, at the posted pay rate for that position.

**ARTICLE 17 HOURS OF WORK**

**17.01 Normal Work Day and Normal Work Week**

The normal work day and the normal work week shall be:

a) **Inside Employees**

The normal work day (day shift) shall consist of a scheduled period of seven (7) hours of work between the hours of 7:00 a.m. and 9:00 p.m. The normal work week shall consist of five (5) such days, Monday to Friday inclusive.

i) **Recreation Assistant/Programmer**

Recreation Assistant/Programmer positions' work schedule will include a flexible work day and work week [within seventy (70) hour pay period] based upon program needs and operational requirements but will be arranged by mutual agreement between the Employer and employee.

b) **Outside Employees**

Outside employees will work under a flexible summer and winter schedule that serves the needs of the general public and user groups.

- i) The normal work day shall consist of a scheduled period of eight (8) hours of work between the hours of 6:00 am and 12:00 am (midnight).
  - ii) For regular full time employees the normal summer work week shall be eight (8) hours per day for five (5) consecutive days, followed by two (2) consecutive days of rest. The normal winter work week shall be eight and one-half (8½) hours per day for four (4) consecutive days, followed by two (2) consecutive days of rest.
  - iii) Extended shift schedules will be required to facilitate the transition into and out of the winter schedule.
  - iv) The start time of a shift schedule may be altered by up to two (2) hours to facilitate the needs of user groups.
  - v) In the event a situation arises that is beyond the control of an employee and which precludes that employee from working a scheduled shift, management may require another employee to switch shifts in order to provide coverage for the employee that is unable to work. Where possible, the Employer shall give at least forty-eighty (48) hours' notice for such a shift change.
- c) Notwithstanding the provisions of (a) and (b) above, the Employer and the Union may by mutual agreement, modify start-quit times and days per week worked.

**17.02 Change of Present Shifts**

In the event the Employer or the Union wish to change any of the present shifts currently contained in Article 17.01, such changes will be made by mutual agreement.

**17.03 Special Events**

Special events (tournaments, carnivals, conventions, etc.) may result in changes to the winter and/or summer shift schedule.

**17.04 Shift Planning**

The Employer will plan shifts as far in advance as possible and typically have schedules posted two (2) weeks in advance of effective date.

**17.05 No Split Shifts**

- a) No seven (7) hour work day for inside employees shall be spread over a period longer than eight (8) hours, including not more than one (1) hour off for lunch.
- b) No eight (8) hour work day for employees other than inside employees shall be spread over a period longer than nine (9) hours, including not more than one (1) hour off for lunch.

**17.06 Rest Periods**

Employees shall be permitted a paid fifteen (15) minute rest period in the first half (1/2) of the work day and a second such rest period in the second half (1/2) of the work day.

**ARTICLE 18 OVERTIME**

**18.01 Overtime Defined**

All time worked outside the scheduled hours constituting an employee's normal work day or their normal work week shall be considered overtime and shall be paid for as follows:

- a) On an employee's normal workday, time and one-half (1½x) for the first two (2) hours and double (2x) time thereafter.
- b) On an employee's day of rest, double (2x) time.

**18.02 Overtime Authorization**

All overtime must be authorized by the Manager of Recreation or delegate; otherwise an employee shall not receive overtime pay for any overtime worked.

**18.03 Overtime Earned**

Overtime earned throughout the year may be compensated in cash or banked until December 31<sup>st</sup> of each year.

**18.04 In Lieu of Overtime**

Compensatory time off in lieu of overtime worked shall be scheduled at a time that is mutually agreeable to the Employer and the Employee, and shall be deducted from the Employee's overtime bank at the Employee's normal hourly rate of pay.

**18.05 Banked Overtime**

A maximum of ten (10) days of banked overtime per year may be taken in time off.

**18.06 Overtime Carried Forward**

Overtime may be carried forward from one (1) year to the next and shall not exceed ten (10) days. Overtime in excess of ten (10) days at December 31<sup>st</sup> shall be paid out. Upon written request from the Employee, all banked overtime may be paid out on December 31<sup>st</sup>.

**18.07 Overtime for Non Full Time Employees**

Once hours exceed the workday of a full time employee [seven (7) hours for inside classifications, eight (8) hours for outside classification] overtime will be payable.

Once hours exceed the workweek of a full time employee [thirty-five (35) hours for inside classifications, forty (40) hours for outside classifications] overtime will be payable.

## **ARTICLE 19 REPORTING FOR WORK**

### **19.01 Reporting for Work**

An employee, whether full time, part time, seasonal or relief, who reports for work on a scheduled shift or responds to a call for a special shift, shall be paid their regular rate of pay for all hours worked, with a minimum of two (2) hours pay if they do not commence work or a minimum of four (4) hours pay if they do commence work.

## **ARTICLE 20 CALL-OUTS**

### **20.01 Before or After Regular Starting Time**

Subject to the provisions of Articles 20.02 and 20.03, an employee who is called back to work after they have completed their normal day's work and has left the Employer's premises, or who is called in to work before their regular starting time, or who was previously instructed to report to work before their regular starting time, shall be paid double (2x) time for all hours worked outside their normal working hours. Such employee shall be guaranteed a minimum of two (2) hours' work or two (2) hours' pay at the double (2x) time rate. This guarantee shall not apply when a call-out extends into an employee's normal working hours.

### **20.02 Returning To Work Following End of Normal Day**

An employee who, before the end of their normal day's work, is instructed to return to work within two (2) hours following the end of their normal day's work, shall not be considered to be on a call-out; however, the hours worked following the end of the employee's normal day's work under the provisions of this section shall be paid at the double (2x) time rate.

### **20.03 Before End of Normal Day Instructed To Report Early Next Day**

An employee who, before the end of their normal day's work, is instructed to next report for work not more than two (2) hours before the regular starting time of their normal work day, shall not be considered to be on a call-out; however, the hours worked before the regular starting time of the employee's normal work day under the provisions of this section shall be paid at the double (2x) time rate.

### **20.04 More Than One (1) Call-Out**

Should an employee be "called-out", within one hundred and twenty (120) minutes of having been earlier "called-out", the second call-out shall be considered an extension of the first call-out and the two (2) hours pay guarantee shall not apply in those circumstances. However, the employee



involved shall be compensated at double (2x) time for all consecutive hours, commencing at the time of the first call out until they return home following the subsequent call out.

Notwithstanding the foregoing, another call-out following the second call-out and regardless of when it may be received, shall constitute a call-out in and of itself.

This provision would not apply between the hours of 10:00 p.m. and 6:00 a.m.

**ARTICLE 21 PREMIUMS**

**21.01 Premium Shift Defined**

A premium shift is defined as any shift that commences or ends between the hours of 6:00 p.m. in one (1) day and 6:00 a.m. the following day.

**21.02 Premium Pay**

An employees shall receive one (\$1.00) dollar per hour for all scheduled hours worked on a premium shift.

**21.03 Lead Hand**

The Employer may assign a Lead Hand and pay a premium when it is deemed necessary. Effective January 1, 2021 employees so assigned will receive two dollars (\$2.00) per hour in this capacity during the appointment.

**21.04 First Aid Attendant**

The Employer may appoint a First Aid Attendant and pay a premium of fifty cents (\$0.50) per hour for hours worked in this capacity during the appointment.

**ARTICLE 22 STATUTORY HOLIDAYS**

**22.01 Statutory Holidays Listed**

The Employer will observe the following as paid statutory holidays:

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

National Day for Truth and Reconciliation

And any other day declared or proclaimed a statutory or public holiday by the Employer or by the Province of British Columbia or the Government of Canada. Employees may be required to observe Christmas Eve as a statutory holiday in lieu of Boxing Day and may be required to observe Family Day on a separate date recognized within the same pay period.

**22.02 Substituted Day**

If by law, declaration or proclamation another day is substituted for the observance of a statutory holiday listed in Article 22.01, the day of observance shall be considered as the holiday insofar as payment for the listed statutory holiday is concerned.

**22.03 When Holiday Falls on Non-Working Day**

If a statutory or public holiday falls on a non-working day, the Employer may declare that the working day immediately preceding the holiday or the working day immediately following the holiday shall be observed in lieu of the said holiday.

**22.04 When Holiday Falls on an Employee's Non-Working Day**

Subject to the provisions of Article 22.07, should a statutory or public holiday be observed on a day that is a non-working day for an employee, such employee shall be given a holiday with pay at some other time not later than their next annual vacation, or the termination of their employment, whichever first occurs.

**22.05 Payment for Statutory Holidays**

Subject to the provision of Article 22.07, employees to whom Article 22.04 does not apply shall receive holiday pay at their regular rates of pay for each of the statutory or public holidays mentioned in Article. 22.01

**22.06 Working on a Statutory Holiday**

If an employee is required to work on a statutory or public holiday they shall, in addition to their holiday pay, be paid at double (2x) their regular or equivalent hourly rate for all hours worked by them.

**22.07 Paid Holiday Leave**

Payment for statutory holidays will be made at an employee's basic pay. No employee shall receive holiday pay for a statutory or public holiday unless they have been continuously employed for a period of thirty (30) calendar days immediately preceding the holiday and worked or earned wages for fifteen (15) of the thirty (30) calendar days preceding the holiday. A layoff not exceeding five (5) calendar days shall not be deemed to be a break in service for the purpose of this section.

**22.08 Holiday Occurring During Annual Vacation**

Should a statutory or public holiday occur during an employee's annual vacation period, the employee shall be given an extra day's vacation with pay in lieu of payment of such holiday.

**22.09 While on Layoff**

No employee is entitled to statutory holiday pay for any such holiday which occurs while the employee is on layoff, except in those situations contemplated by the provisions of Article. 22.07.

**ARTICLE 23 ANNUAL VACATIONS**

**23.01 Definition of Vacation Year**

The term "vacation year", as used in this Agreement, shall mean the twelve (12) month period running from January 1<sup>st</sup> to December 31<sup>st</sup> of the previous calendar year.

**23.02 Vacation Entitlement**

Employees shall be entitled to annual vacations in accordance with the following schedule:

1 <sup>st</sup> year of service **	one point twenty-five (1.25) days per complete month of service
2 <sup>nd</sup> through 7 <sup>th</sup> years	three (3) calendar weeks
8 <sup>th</sup> through 14 <sup>th</sup> years	four (4) calendar weeks
15 <sup>th</sup> through 21 <sup>st</sup> years	five (5) calendar weeks
22 <sup>nd</sup> year and beyond	six (6) calendar weeks

\*\*

- i) For the purpose of calculating years of service for vacation entitlement, the period from start of employment to December 31<sup>st</sup> in the same year shall be deemed to be one (1) complete year of service.
- ii) Regular part time and seasonal employees shall be entitled to receive vacation pursuant to Article 23.02 on a prorated basis.

**23.03 Employees on Layoff or Terminated**

The provision of Article 23.02 shall not apply to employees on layoff or upon termination. Instead, vacation shall be paid as a percentage of total earnings during the current calendar year at the time of layoff or termination as follows:

1 <sup>st</sup> through 7 <sup>th</sup> year of service	six (6%) percent
8 <sup>th</sup> through 14 <sup>th</sup> year of service	eight (8%) percent
15 <sup>th</sup> through 21 <sup>st</sup> year of service	ten (10%) percent
22 <sup>nd</sup> year of service and beyond	twelve (12%) percent

**23.04 Employees on Long Term Disability**

Employees while on Long Term Disability will not accrue vacation entitlement.

**23.05 Employees on Probation**

Seasonal, part-time, relief and student employees, during their probation period, shall be paid six (6%) percent vacation pay, until the earlier of termination or completion of probation.

### **23.06 Scheduling of Vacations**

Vacations shall be granted at such time as is mutually agreed upon by the employee and the Employer. Preference in choice of vacation period shall be accorded the employee with the greatest seniority provided the employee submits their request to the Employer by February 15<sup>th</sup> of each year. Afterwards, vacation approval shall be on a "first come first serve" basis and subject to employer's ability to meet operational requirements.

### **23.07 Vacation Carryover**

Upon approval from the Recreation Manager an employee may carry over a maximum of one (1) week vacation per calendar year. Carryover of vacation shall only be approved in exceptional circumstances and requests must be submitted by December 1<sup>st</sup> annually.

## **ARTICLE 24 HEALTH PROVISIONS**

### **24.01 Health Leave Bank**

The Employer shall establish a Health Leave Bank for every full-time, part-time and seasonal employee after that employee passes their probation.

### **24.02 Upon Passing Probation**

Upon passing probation, each new employee shall be given a five (5) days credit in their Health Leave Bank.

### **24.03 One (1) Day Credit Definition**

For the purpose of this Article "one (1) day" credit means:

- a) Eight (8) hours for outside employees; and
- b) Seven (7) hours for inside employees.

### **24.04 Credit Accrual**

One-half (½) day credit shall be added to each employee's Health Leave bank for each calendar month the employee is on active payroll. Such credit shall be pro-rated on actual hours worked for part time and seasonal employees. For simplicity, credits will be accounted for on a quarterly basis.

For the purpose of this Article, active payroll means:

- a) regular paid time at work, excluding standby, call-outs and overtime
- b) paid time off for statutory holidays
- c) paid time off for annual vacation; and
- d) time off paid from an employee's Health Leave Bank.

### **24.05 Absences Deducted from Health Leave Bank**

All of the following absences will be deducted from an employee's Health Leave Bank on a straight time basis:

- a) health care appointments
- b) illness or accident (during waiting period prior to receipt of weekly indemnity benefits)
- c) care of family members other than maternity/parental leave.

**24.06 Medical Appointments**

Despite the above, employees will, when possible, schedule medical appointments outside work hours to minimize disruption of their workday.

**24.07 Maximum Accumulated Credits**

An Employee may accumulate credits in their health leave bank up to a maximum of one hundred (100) days.

If an employee exhausts their sick leave bank and requires sick leave prior to accruing additional leave the Employer may allow the employee to incur a deficit on the leave bank up to six (6) days.

A regular full-time employee who terminates their employment with a deficit in the sick leave bank shall have their final pay adjusted for any deficit with the consent of the employee.

**24.08 Pay Out of Credits Upon Termination**

Upon termination of employment, sixty (60%) percent of the remaining credit in an Employee's Health Leave Bank shall be paid out at the employee's current hourly rate of pay.

**24.09 Wage Indemnity Insurance Plan**

Each permanent full time and part time employee who regularly work a minimum of twenty-one (21) hours per week must participate in a wage indemnity insurance plan, which shall provide coverage for twenty-six (26) weeks of absence due to accident or illness, following a prescribed waiting period.

**24.10 Premiums For The Wage Indemnity Insurance Plan**

All premiums for the wage indemnity insurance plan shall be paid one hundred (100%) percent by the employee. The Employer shall administer the plan on behalf of the employees and collect premiums through payroll deduction. Such plan shall provide for sixty-seven (67%) percent of employees' regular wages when accessed. The Union may request the Employer to change the terms of this benefit and/or the insurance carrier, so long as the premiums continue to be paid by the employees.

**24.11 Benefits Paid to The Employee**

All benefits paid by the wage indemnity insurance plan shall be paid directly to the employee, with no wage top-up by the Employer.

#### **24.12 Waiting Period**

While employees are waiting for acceptance of their wage indemnity claim, the Employer will provide them a bi-weekly pay advance equal to their anticipated wage indemnity benefits for up to four (4) weeks per claim, provided however, that such pay advance must be repaid by the employee following a decision on the claim by the wage indemnity insurance carrier.

#### **24.13 Purchase of Service Time**

Subject to approval of the Superannuation Plan, if an employee chooses to purchase service time lost while on wage indemnity during the five (5) year period immediately prior to normal retirement age, the Employer will pay its share of the contribution to purchase up to a maximum of twenty-six (26) weeks service.

#### **24.14 Benefit Plans' Premiums**

While an employee is receiving wage indemnity benefits, the Employer shall continue to pay all normally applicable premiums for the following benefit plans for up to twenty-six (26) weeks:

- a) BC Medical Services Plan
- b) Extended Medical Insurance
- c) Dental Insurance
- d) Life insurance premiums
- e) Accidental death and dismemberment premiums

#### **24.15 WCB Benefits**

Where disability benefits are payable under the *Workers Compensation Act* for an injury sustained while performing work under this collective agreement, the employee shall receive these benefits directly from WCB. If these benefits are less than the employee's regular take-home wages following deductions, the employee shall have their benefits augmented by the Employer so as to provide the employee with one hundred (100%) percent of their regular take-home wages following deductions. Such earnings will be subject to normal benefit and statutory deductions. This benefit shall be payable to a maximum of twenty-six (26) weeks.

#### **24.16 Long Term Disability**

The Employer will administer a long-term benefit plan on behalf of the permanent full time and part time employees who regularly work a minimum of twenty-one (21) hours per week, which will provide two thirds (2/3) of the employees' regular gross earnings, to a maximum of three thousand (\$3,000) dollars per month.

Benefits under the plan will commence following expiry of short term disability benefits or six (6) months, whichever is later, and will continue until the

employee reaches sixty-five (65) years of age, dies or recovers and returns to work, whichever occurs first (1<sup>st</sup>).

The premiums for this insurance plan will be paid one hundred (100%) percent by the employees through payroll deduction. Eligibility and premium payments begin following four (4) months of continuous employment. Participation by all permanent full time and part time employees who regularly work a minimum of twenty-one (21) hours per week is mandatory. The Union may request the Employer to change the terms of this benefit and/or the insurance carrier, so long as premiums continue to be paid by the employee.

All benefit premium payments made by the Employer under this agreement will only be paid up to the expiry of short-term disability benefits, and will not be paid while an employee is on long-term disability.

**24.17 Limitation of Liability**

The Union agrees that the obligation of the Employer under this Article is restricted to the payment of applicable premiums to the insurance carrier(s). Neither the benefits, nor the insurance policies governing the application of the benefits, form part of this Agreement. The Union agrees that all benefits referred to in this Article are subject to the conditions of eligibility and any other limitations expressed in the insurance carrier's policy, and that the Employer has no responsibility for the administration of any insurance policy, except as provided in Article 24.12 and Article 24.18. The foregoing provisions of this Article 24.19 apply equally with respect to BC Medical Services Plan coverage under this Agreement. This Article does not limit the Employer's liability for failing to remit premiums or failing to otherwise comply with the provisions of Article 24.

**ARTICLE 25 LEAVE OF ABSENCE**

**25.01 Leave of Absence Without Pay**

The Employer shall grant leave of absence without pay and without loss of seniority to an employee requesting such leave for good and sufficient reason, provided the employee's request is in writing, and that the granting of such leave shall be subject to the Employer's approval.

**25.02 Leave for Union and Other Purposes**

An employee who is elected to a full time position with the Canadian Union of Public Employees or any trade-union body with which the Union is affiliated, or who is elected public office, shall, if they so request in writing, be granted leave of absence without pay and without loss of seniority for a period not exceeding one (1) year. Such leave may be renewed by mutual agreement between the parties.

**25.03 Conventions and Meetings**

In addition to the leaves allowed under Article 25.02, at the request of the Union, and by mutual agreement between the parties, leave of absence without

pay will be granted to employees to attend conventions or other bona-fide meetings of the Canadian Union of Public Employees or other trade-union body with which the Union is affiliated.

#### **25.04 Bereavement Leave**

- a) An employee shall be granted leave with pay, to a maximum of three (3) days, in the event of a death in the employee's family. Family shall include: spouse or common-law partner, son, daughter, father, mother, brother, sister, grandfather, grandmother, father-in-law, mother-in-law, step child, grandchild, step parent, fiancée, son-in-law, daughter-in-law, sister-in-law, and brother-in-law, spouse's or common-law partner's grandfather and grandmother, foster children and foster parents and other persons subject to the approval of the Employer.
- b) A maximum of two (2) additional days leave without loss of pay or benefits will be granted in the event of the death of an employee's father, mother, spouse, son, daughter or step-child
- c) One-half (1/2) day shall be granted without loss of pay to attend the funeral of a close friend, a relative not listed above or to serve as a pallbearer.
- d) Additional leave of absence with pay for travel may be granted by the Manager of Recreation.

#### **25.05 Maternity/Parental Leave**

The parties agree that Maternity and Parental Leaves are governed by *Sections 50 and 51 of the Employment Standards Act of British Columbia (Act)* as reproduced in Appendix "A" and shall be administered accordingly. They are also subject to the conditions of *Sections 54 Duties of Employer and 56 Employment Deemed Continuous* while employee on leave or jury duty of the Act, also to be included in Appendix "A".

##### **a) Employer May Require Employee to Take Leave**

The Employer may require an employee to commence a leave of absence under 25.05 where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a medical practitioner stating that she is able to perform her duties; or if the Employee submits a medical certificate indicating their requirement for early leave.

##### **b) Prohibition**

##### **The burden of proving that:**

- the termination of an employee, or
- a change in a condition of employment of the employee without the employee's written consent

is not because of an absence authorized under Article 25.05 or because of the employee's pregnancy, is on the Employer.



- c) All disputes under Article 25.05 will be subject to the normal Grievance Procedure.

**25.06 Jury Duty or Court Witness**

A regular full time, part time or seasonal employee required to serve as a juror or obey a subpoena as a court witness shall be granted leave with pay to fulfill such obligation. The employee shall provide proof of such required service and shall pay to the Employer any fees received for such service.

**ARTICLE 26 WAGES, SALARIES AND APPLICABLE PROVISIONS**

**26.01 Wage and Salary Rates**

Wage and salary rates shall be as set out in Schedule "A" of this Agreement. These shall be considered minimum rates for each of the classifications listed in the said Schedule "A".

**26.02 Salary Ranges**

Where a graduated salary range is provided in Schedule "A", the lowest figure will be the starting rate and the maximum rate will be reached in accordance with the time schedule set out for each classification; provided, however, that the Employer may start an employee in any yearly increment of the salary range for the classification, according to the employee's qualifications, knowledge, skill, ability and experience. The Employer may make increases to salaries, as it deems necessary, without affecting the basic rates of a classification, but in such case shall notify the Union of the increase.

**26.03 Promotions, and Temporary Assignments**

- a) Subject to the provisions of subsection (b), in the event an employee is promoted or temporarily assigned to a higher rated classification, they shall receive the higher rate of pay.
- b) In the event a salaried employee is promoted or temporarily assigned to a higher rated classification, where a graduated salary range is provided, they shall be paid at least that rate in the salary range for the classification to which they are promoted or temporarily assigned which is next higher than their present rate.
- c) In the event an employee is temporarily assigned to a lower rated classification, they shall continue to receive their regular rate of pay.
- d) In the event an employee is demoted to a lower rated classification, they shall receive the lower rate of pay.

**26.04 More Favourable Rate**

In the event any present employee enjoys a more favourable rate than specified in Schedule "A", such employee shall suffer no reduction in such rate because of the signing of this Agreement.

**26.05****Dirty Work**

- a) When employed on dirty work, an employee shall be entitled to the premium set out in subsection (b)
- b) "Dirty Work" shall mean:
  - i) Working where excessive muddy condition or sewage is present (including backed up plumbing) seventy-five (\$0.75) cents/hour
  - ii) Cleaning up after broken or faulty bags from garbage bags (in ground and otherwise) seventy-five (\$0.75) cents/hour
  - iii) Any other work where, in the opinion of the Employer, a premium for dirty work should be paid seventy-five (\$0.75) cents/hour
- c) When dirty work is intermittent, payment of the premium shall be at the discretion of the Manager of Recreation or delegate, who will also determine the number of hours for which the premium shall be paid.

**26.06****No Pyramiding**

There shall be no pyramiding of overtime and premium rates of compensation. When two (2) or more types of overtime and/or premium (excluding the premium for dirty work) apply to the same hours of work only the higher rate shall be paid.

**26.07****Uniforms**

The Employer shall provide employees with all supplies and equipment deemed necessary by the Employer for public recognition and safe performances of their duties.

**26.08****Boot Allowance**

Regular full-time, part-time and seasonal employees who are required to use safety-toed C.S.A. approved footwear in the performance of their duties, will be entitled to a boot allowance of up to two hundred (\$200.00) dollars every year upon submitting receipts to the Employer. Receipts showing proof of purchase shall be provided to the Employer.

**26.09****Recertifications**

The Employer will provide and pay for all recertifications that is required for permanent full-time employees to maintain their employment status.

**26.10****Relief and Student Employees Payment in Lieu of Fringe Benefits**

Relief and Student employees shall not be entitled to benefits otherwise provided to full time employees by the following Articles of this Agreement:

- 23 (annual vacations)
- 24 (health leave benefits)
- 25.04 (bereavement leave)
- 25.06 (pay for court duty)

26.08 (boot allowance)

30 (health and welfare coverage)

In lieu of the above benefits, relief and student employees will be entitled to a payment of fourteen (14%) percent on top of their regular wages following successful completion of their initial probationary period. Each relief employee shall have the option to bank some or all of this payment in lieu to be used subsequently for taking approved time off work on a paid basis by withdrawal of sufficient banked money to pay for all of the approved time off work.

Eligibility for statutory holiday payments shall be based on timing language contained in the *Employment Standards Act*, however the list of eligible statutory holidays shall include the days listed in Article 22.01.

The Employer specifically agrees that when a relief employee achieves eligibility under the Municipal Pension Plan of British Columbia the Employer shall thereafter, for so long as such eligibility prevails, pay the Employer's contributions in respect of such employee as required by said legislation.

## **26.11**

### **Permanent Part Time and Seasonal Employee Benefits**

For permanent part time and seasonal employees, when they are actively at work and who regularly work a minimum of twenty-one (21) hours per week, following successful completion of applicable probation and waiting periods, the Employer shall provide the following benefits on a pro-rata basis calculated on the hours worked as a percentage of the normal full-time workweek:

22 (statutory holidays)

23 (annual vacation)

24 (health leave benefits)

25.04 (bereavement leave)

25.06 (pay for court duty)

30.01 (group life and accidental death and dismemberment)

30.02 (medical services plan)

30.03 (extended health benefit)

30.04 (dental plan)

For coverage by outside carriers, the Employer's liability shall be limited to paying premiums only and coverage is subject to restrictions that may be imposed by the carriers. (For clarity, employees must work a minimum of twenty-one (21) hours per week to qualify for benefits under Articles 30.01, 30.03 and 30.04). Where an employee is eligible to receive benefits from outside carriers, participation in such plans is mandatory, and the employee's portion of premiums shall be collected by payroll deduction. Where an employee is not eligible to receive some of the benefits listed in this Article, the

employee may opt to forego all listed benefits and receive pay in lieu, in the same manner as relief employees under section 26.09.

## **ARTICLE 27     STANDBY (ON-CALL)**

### **27.01           Standby (On-Call) Premium**

An employee who is required to be on call at a time or times other than their regular working hours, shall be paid a premium for each day they are standing by or on call, as follows:

- a) Two (2) hours' pay at their regular rate of pay for each normal work day on which the employee was on call and also worked their regular eight (8) hour shift.
- b) Two (2) hours' pay at their regular rate of pay for each day of rest or statutory holiday on which the employee was on call.

### **27.02           Call-Outs While on Standby**

The provisions of Article 20 (Call-Outs) shall not apply to an employee who is on standby and who is called out for work. Such employee shall, however, be paid for all time worked outside the scheduled hours constituting their normal work day at the applicable overtime rate, with a minimum guarantee of two (2) hours' work or two (2) hours' pay. This guarantee shall not apply when the call-out extends into the employee's normal working hours.

## **ARTICLE 28     NEW OR CHANGED CLASSIFICATIONS**

### **28.01           New Classifications**

The Employer may institute new classifications in addition to those listed in Schedule "A". Should any such new classification be instituted, the Employer shall establish the rate for same and shall submit the classification and rate to the Union in writing, and in addition, shall post the classifications and rate in the manner required by Article 15.02. Within thirty (30) calendar days of such submission and posting, the Union may, if it deems necessary, request to meet with the Employer to review the classification and rate and if mutual agreement cannot be reached, the difference may be referred to arbitration under the provisions of Article 12. Any change in rate resulting from discussion between the Employer and the Union, or following a reference to arbitration, shall be retroactive to the date the new classification was instituted by the Employer. The jurisdiction of an arbitrator acting under this Article 28.01 shall be confined to deciding the wage rate for the new classification for which purpose the arbitrator shall have the authority to add to the terms and conditions of Schedule "A" of this Agreement in order to implement their decision.

## **28.02 Changed Classification**

If the Union claims that the duties of an existing classification have been changed to an extent sufficient to alter the classification and/or rate, the Union may request to meet with the Employer to review the classification and/or rate. If within thirty (30) calendar days of the submission of such request, which shall be in writing, mutual agreement cannot be reached; the difference may be referred to arbitration under the provisions of Article 12. Any change in rate resulting from the discussion between the Employer and the Union, or following a reference to arbitration, shall be retroactive to the date the Union submitted its request to the Employer. The jurisdiction of an arbitrator acting under this Article 28.01 shall be confined to deciding the wage rate for the new classification for which purpose the arbitrator shall have the authority to add to the terms and conditions of Schedule "A" of this Agreement in order to implement their decision.

## **28.03 Abandonment**

If the Union does not request to meet with the Employer to review the classification and rate within thirty (30) calendar days, as provided for in Article 28.01, or if the Union does not refer the difference, if any, to arbitration within thirty (30) calendar days, as provided for in Article 28.01, then the difference, if any shall be deemed to be abandoned and all rights of recourse to arbitration shall be at an end.

## **28.04 Extension of Time Limits**

The time limits referred to in this Article may be extended by mutual agreement of the Employer and the Union in writing.

## **ARTICLE 29 SUPERANNUATION**

### **29.01 Public Sector Pension Plans Act**

The *Public Sector Pension Plans Act* applies to the Employer and its employees. The Employer, in addition to its own contributions on their behalf, shall deduct from the wages or salary of each employee, as a condition of their continued employment, the contributions required of them under the provision of the *Public Sector Pension Plans Act*.

## **ARTICLE 30 HEALTH AND WELFARE COVERAGE**

The following benefits will be provided to full-time, part-time and seasonal employees when they are actively at work and who work a minimum of twenty-one (21) hours per week:

**30.01 Group Life Insurance and Accidental Death and Dismemberment**

Group Life Insurance and Accidental Death and Dismemberment for each eligible employee to twice (2x) annual earnings and double (2x) indemnity for Accidental Death and Dismemberment. The premium for the Group Life and Accidental Death and Dismemberment Plan shall be shared equally by Employer and employee.

**30.02 Medical Services Plan**

Each eligible employee shall be enrolled in the Medical Services Plan at no cost to the employee.

**30.03 Extended Health Benefit**

- a) The parties agree to the following changes to Extended Health Care coverage effective April 1, 2023. The parties understand that the current Extended Health Care coverage plan including these changes may not be renewed.
  - i. Removal of the deductible
  - ii. Removal of "Your Co-pay" of 20% until first thousand is accrued.

**30.04 Dental Plan**

The Employer shall provide all employees covered by the Collective Agreement with a Dental Plan providing the following coverage:

- a) Basic Dental Services (Plan "A") – Plan pays one hundred (100%) percent of approved schedule of fees.
- b) Prosthetics, Crowns and Bridges (Plan "B") – Plan pays fifty (50%) percent of approved schedule of fees.
- c) Orthodontics (Plan "C") – Plan pays fifty (50%) percent of approved schedule of fees to a lifetime maximum of four thousand (\$4000) dollars per person.

Premiums costs for the Dental Plan shall be paid by the Employer.

**30.05 General Principles**

- a) Participation in the aforementioned plans shall be mandatory.
- b) Life, Accidental Death and Dismemberment, Weekly Indemnity Plan, LTD, Extended Health and BC Medical Plan coverage commences on the date of completion of four (4) months continuous service, or when an employee becomes eligible to have their name entered on the seniority list.
- c) Dental coverage commences on the date of completion of six (6) months of continuous service.
- d) Coverage during layoff will be provided as follows:  
In the event of layoff, full coverage excluding Weekly Indemnity and LTD will be continued for a period of two (2) months from date of layoff. An

employee may also have the option of continuing Life, Accidental Death and Dismemberment, Extended Health, Dental and BC Medical Plan coverage for an additional four (4) months by paying the full cost of these specific benefits, and making the necessary arrangements with the Recreation Manager.

- e) Coverage during leave of absence shall be provided as follows:

An employee on an approved leave of absence may continue Life and Accidental Death and Dismemberment coverage for up to one (1) year provided the full cost of premiums are paid to the Employer.

## **ARTICLE 31 BULLETIN BOARDS**

### **31.01 Designated Bulletin Boards**

Union notices may be posted on designated bulletin boards.

## **ARTICLE 32 TECHNOLOGICAL CHANGE**

### **32.01 During the Term of This Agreement**

During the term of this Agreement any disputes arising in relation to adjustment to technological change shall be discussed between the bargaining representatives of the two (2) parties to this Collective Agreement.

### **32.02 Introduction of a Technological Change**

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

- a) affects the times and conditions, or security of employment of a significant number of employees to whom this collective agreement applies; and
- b) alters significantly the basis upon which the collective agreement was negotiated either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an Arbitration Board pursuant to Article 12 of this Collective Agreement, bypassing all other steps in the grievance procedure.

### **32.03 Arbitration Board**

The Arbitration Board shall decide whether or not the Employer has introduced, or intends to introduce a technological change, and upon deciding that the Employer has or intends to introduce a technological change the Arbitration Board:

- a) shall inform the Minister of Labour of its findings; and
- b) may then or later make any one or more of the following orders:

- i) that the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated.
- ii) that the Employer will not proceed with the technological change for such period, not exceeding ninety (90) days, as the Arbitration Board considers appropriate.
- iii) that the Employer reinstate any employee displaced by reason of the technological change;
- iv) that the Employer pay to that employee such compensation in respect of their displacement as the Arbitration Board considers reasonable.
- v) that the matter be referred to the Labour Relations Board (under Section 77 of the *Labour Relations Code*).

## **32.04**

### **Notice in Writing**

The Employer will give to the Union in writing at least ninety (90) days' notice of any intended technological change that:

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



**ARTICLE 33 TERM OF AGREEMENT**

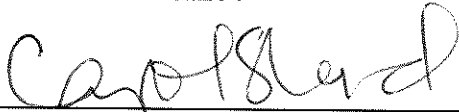
**33.01 Dates of Agreement**

This Agreement shall take effect from January 1, 2023 and shall remain in effect until December 31, 2023, and thereafter from year to year unless written notice of intent to terminate or amend the Agreement at the expiration of any yearly period is given by either party to the other party in accordance with the provisions of the *Labour Relations Code*. Within ten (10) days after receipt of any notice given pursuant to this Article by either party, the parties to this Agreement shall commence negotiations. During the period of negotiations, this Agreement shall continue in full force and effect.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 6 day of JUNE, 2023.

**ON BEHALF OF:**

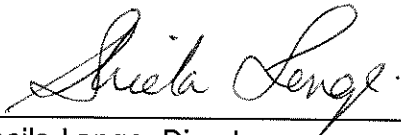
OLIVER PARKS AND  
RECREATION SOCIETY



Carol Sheridan, Parks and Recreation Manager



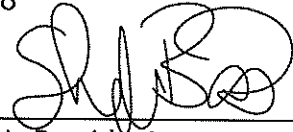
Katie Hadwin, Recreation Supervisor



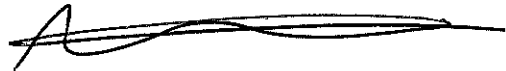
Sheila Lange, Director

**ON BEHALF OF:**

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 608

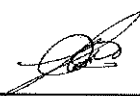


Shelie Best, President



Adam Swan, Unit Chair Oliver Parks and  
Recreation

Harry Nott for

  
Greg Ingram, National Representative



**NOTES:** Probation & trial period  
 Rest of first (1<sup>st</sup>) year  
 Second (2<sup>nd</sup>) year  
 Third (3<sup>rd</sup>) year and after

Step 1 or lowest step shown  
 Step 2 or second (2<sup>nd</sup>) lowest step shown  
 Step 3 or third (3<sup>rd</sup>) lowest step shown  
 Step 4 or top step

**GRADES APPLY TO JOBS AS FOLLOWS:**

4		
8	Sun Fun Leader	
15	Lifeguard Instructor	Student Labourer
19	Assistant Head Lifeguard	
22	Recreation Assistant / Relief Cashier / Attendant	
28	Head Lifeguard	
29	Clerk Receptionist	
30	Recreation Facilities Clerk	Maintenance Worker 1
31	Recreation Programmer	Maintenance Worker 2 / Recreation Facility Attendant 1
32		Recreation Facility Attendant 2 - 5th Class Power Engineer

**LETTER OF UNDERSTANDING #1**

BETWEEN

THE OLIVER PARKS AND RECREATION SOCIETY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 608

**RE: Job Training**

The Parties agree that, where operational requirements present a need and opportunity for on the job training and where it is economical and efficient to undertake such training, the Employer will post such opportunity in a manner to inform employees in the bargaining unit.

It is understood that, where training is provided, employees eligible for training must be currently working in the occupational group within which training is available.

Where a training opportunity becomes available and more than one (1) employee indicates an interest in acquiring that training, the Employer will assess qualifications, skills, ability, knowledge and previously demonstrated initiative to acquire training, relative to the classification being trained for; and where all else is equal, seniority would prevail.

The Parties intend that training is provided as a means whereby employees can improve their qualifications in the event of a vacancy arising, in the future. Training of employees should not be utilized to circumvent the seniority or promotion provisions of the collective agreement.

The above process also applies to employees being displaced by the contracting out of their jobs.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 6 day of June, 2023.

**ON BEHALF OF:**

OLIVER PARKS AND  
RECREATION SOCIETY

  
\_\_\_\_\_  
Carol Sheridan, Parks and Recreation Manager

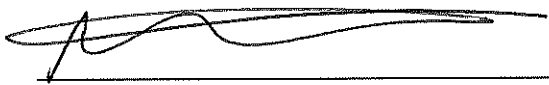
  
\_\_\_\_\_  
Katie Hadwin, Recreation Supervisor

  
\_\_\_\_\_  
Shiela Lange, Director

**ON BEHALF OF:**

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 608

  
\_\_\_\_\_  
Shelie Best, President

  
\_\_\_\_\_  
Adam Swan Unit Chair  
(Oliver Parks and Recreation)

Harry Nott for   
\_\_\_\_\_  
Greg Ingram, National Representative

**LETTER OF UNDERSTANDING #2**

BETWEEN

THE OLIVER PARKS AND RECREATION SOCIETY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 608

**RE: Aquatic Program, Summer Program/Grant Workers**

The Parties agree that the following will apply to employees hired in the Oliver Aquatics, Summer Camp Programs and/or Student Grant positions. All terms of the Collective Agreement shall apply to these workers unless otherwise expressed in this Letter of Understanding.

- 1) Hours of work shall be eight (8) hours per day unless mutually agreed between the Parties. Start times and shift rotations shall meet the needs of the community.
- 2) The shift schedules shall be set to provide coverage and may require up to two (2) employees per program to work split shifts.
- 3) Length of service and qualifications shall be considered in filling the vacancies during the summer season.
- 4) The following provisions of the Collective Agreement shall not apply: vacation, health and welfare benefits, layoff, promotions, seniority, reporting pay, shift premiums and sick leave. In addition, the fourteen (14%) percent pay in lieu of benefits shall not apply. All other provisions shall apply including union membership and dues check off.
- 5) Statutory holidays and vacation, if applicable, shall be paid according to the *Employment Standards Act*.
- 6) Overtime shall be paid for hours in excess of eight (8) hours per day or in excess of eighty (80) hours in a two (2) week pay period.
- 7) Employees who are required to work during their meal period shall have the time thus worked paid for at straight-time rates: however, none of this time shall be included in any calculation of hours for overtime pay purposes, such as set out in paragraph 6 above.

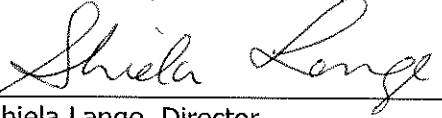
**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 6 day of June, 2023.

**ON BEHALF OF:**

OLIVER PARKS AND  
RECREATION SOCIETY

  
\_\_\_\_\_  
Carol Sheridan, Parks and Recreation Manager

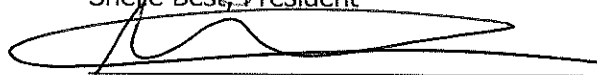
  
\_\_\_\_\_  
Katie Hadwin, Recreation Supervisor

  
\_\_\_\_\_  
Shiela Lange, Director

**ON BEHALF OF:**

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 608

  
\_\_\_\_\_  
Shelje Best, President

  
\_\_\_\_\_  
Adam Swan, Unit Chair (Oliver Parks and Recreation)

Harry Nott for   
\_\_\_\_\_  
Greg Ingram, National Representative

## APPENDIX "A"

### Maternity Leave & Parental Leave Provisions (Employment Standards Act)

#### Maternity leave

- 50 (1) A pregnant employee who requests leave under this subsection is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that begins
- (a) no earlier than 13 weeks before the expected birth date, and
  - (b) no later than the actual birth date
- and ends no later than 17 weeks after the leave begins.
- (1.1) An employee who requests leave under this subsection after giving birth to a child is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the birth and ends no later than 17 weeks after that date.
- (2) An employee who requests leave under this subsection after the termination of the employee's pregnancy is entitled to up to 6 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the termination of the pregnancy and ends no later than 6 weeks after that date.
- (3) An employee who requests leave under this subsection is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, the employee is unable to return to work when the employee leave ends under subsection (1), (1.1) or (2).
- (4) A request for leave must
- (a) be given in writing to the employer,
  - (b) if the request is made during the pregnancy, be given to the employer at least 4 weeks before the day the employee proposes to begin leave, and
  - (c) if required by the employer, be accompanied by a medical practitioner's or nurse practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (3).
- (5) If an employee on leave under subsection (1) or (1.1) proposes to return to work earlier than 6 weeks after giving birth to the child, the employer may require the employee to give the employer a medical practitioner's or nurse practitioner's certificate stating the employee is able to resume work.

#### Parental leave

- 51 (1) An employee who requests leave under paragraph (a), (b) or (d) of this subsection is entitled to,

- (a) for a parent who takes leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 61 consecutive weeks of unpaid leave, which must begin, unless the employer and employee agree otherwise, immediately after the end of the leave taken under section 50,
  - (b) for a parent, other than an adopting parent, who does not take leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the birth of the child or children, and
  - (c) [Repealed 2011-25-327.]
  - (d) for an adopting parent, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the child or children are placed with the parent.
- (2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, an employee who requests leave under this subsection is entitled to up to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).
- (3) A request for leave must
- (a) be given in writing to the employer,
  - (b) if the request is for leave under subsection (1) (a) or (b), be given to the employer at least 4 weeks before the employee proposes to begin leave, and
  - (c) if required by the employer, be accompanied by a medical practitioner's or nurse practitioner's certificate or other evidence of the employee's entitlement to leave.
- (4) An employee's combined entitlement to leave under section 50 and this section is limited to 78 weeks plus any additional leave the employee is entitled to under section 50 (3) or subsection (2) of this section.

