

COLLECTIVE AGREEMENT

BETWEEN

**THE SICAMOUS AND DISTRICT
RECREATION CENTRE**

-AND-

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1908**

CUPE

January 1, 2020 – December 31, 2024

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1	BARGAINING AGENCY	1
1.01	BARGAINING AGENCY	1
1.02	BARGAINING UNIT WORK.....	1
ARTICLE 2	MANAGEMENT RIGHTS	2
2.01	MANAGEMENT RIGHTS.....	2
ARTICLE 3	UNION SECURITY	2
3.01	ALL EMPLOYEES TO BE MEMBERS	2
3.02	CHECKOFF OF UNION DUES	2
3.03	DEDUCTIONS	2
3.04	UNION DUES ON T4	2
ARTICLE 4	THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES	2
4.01	NEW EMPLOYEES	2
4.02	COPIES OF AGREEMENT	3
4.03	REVISED COPIES OF THE COLLECTIVE AGREEMENT.....	3
ARTICLE 5	NO DISCRIMINATION	3
5.01	NO DISCRIMINATION	3
5.02	NO HARASSMENT OR VIOLENCE	3
ARTICLE 6	LABOUR MANAGEMENT RELATIONS	3
6.01	REPRESENTATION.....	3
6.02	LABOUR MANAGEMENT NEGOTIATING COMMITTEE.....	3
6.03	FUNCTION OF LABOUR MANAGEMENT NEGOTIATING COMMITTEE	4
6.04	REPRESENTATION.....	4
6.05	MEETING OF COMMITTEE	4
ARTICLE 7	SENIORITY	4
7.01	SENIORITY DEFINED	4
7.02	SENIORITY LIST	4
7.03	PROBATION FOR NEWLY HIRED EMPLOYEES	4
7.04	SENIORITY DURING ABSENCE	5
7.05	SENIORITY DURING TRANSFER TO SUPERVISORY POSITIONS.....	5
ARTICLE 8	LAYOFFS AND RECALLS	5
8.01	LAYOFF AND REHIRING PROCEDURE	5
8.02	RECALL	5
8.03	NOTICE OF LAYOFF.....	5

ARTICLE 9	PROMOTIONS AND STAFF CHANGES	6
9.01	NOTICE IN WRITING	6
9.02	FILLING OF VACANCIES ON A TEMPORARY BASIS	6
9.03	METHOD OF MAKING APPOINTMENTS	6
9.04	ON-THE-JOB TRAINING	7
9.05	TRAINING COURSES	7
ARTICLE 10	GRIEVANCE AND ARBITRATION PROCEDURE.....	7
10.01	SHOP STEWARD.....	7
10.02	PERMISSION FOR SHOP STEWARDS.....	7
10.03	GRIEVANCE PROCEDURE	8
10.04	UNSAFE WORK	8
10.05	BOARD OF ARBITRATION.....	8
10.06	POLICY GRIEVANCE.....	9
10.07	REPLIES IN WRITING	9
10.08	FACILITIES FOR GRIEVANCE MEETINGS	9
10.09	TIME LIMITS	9
10.10	WITNESSES	9
10.11	SINGLE ARBITRATOR.....	9
ARTICLE 11	DISCHARGE, SUSPENSION AND DISCIPLINE.....	9
11.01	JUST CAUSE	9
11.02	PICKET LINES.....	9
11.03	SPECIAL GRIEVANCE	10
11.04	UNJUST SUSPENSION OR DISCHARGE	10
11.05	PERSONNEL FILE.....	10
ARTICLE 12	HOURS OF WORK	10
12.01	REGULAR HOURS	10
12.02	MINIMUM HOURS.....	10
12.03	REST PERIOD.....	10
ARTICLE 13	OVERTIME	11
13.01	OVERTIME – NORMAL WORK DAY	11
13.02	OVERTIME – EMERGENCY WORK.....	11
13.03	OVERTIME – REGULAR DAY OFF	11
ARTICLE 14	STATUTORY HOLIDAYS.....	11
14.01	STATUTORY HOLIDAYS LISTED	11
14.02	WHEN HOLIDAY FALLS ON NON-WORKING DAY.....	11
ARTICLE 15	ANNUAL VACATIONS.....	12
15.01	VACATION ENTITLEMENT.....	12
15.02	HOLIDAYS DURING VACATION	12
15.03	PREFERENCE IN VACATIONS	12

ARTICLE 16	HEALTH BENEFITS.....	12
16.01	LIFE INSURANCE	12
16.02	DENTAL PLAN.....	13
16.03	BC MEDICAL PLAN	13
16.04	EXTENDED HEALTH BENEFITS PLAN	13
16.05	COVERAGE DURING LAYOFF	13
16.06	PART-TIME PAYMENT IN LIEU OF FRINGE BENEFITS	13
16.07	GENERAL PRINCIPLES	14
16.08	PENSION PLAN	14
ARTICLE 17	LEAVE OF ABSENCE	14
17.01	FOR UNION BUSINESS.....	14
17.02	UNION CONVENTIONS	14
17.03	BEREAVEMENT LEAVE	14
17.04	LEAVE OF UNION OFFICERS	15
17.05	GENERAL LEAVE.....	15
17.06	JURY DUTY OR COURT WITNESS.....	15
ARTICLE 18	SICK LEAVE.....	15
18.01	SICK LEAVE DEFINITION	15
18.02	SICK LEAVE ENTITLEMENT	15
18.03	SICK LEAVE YEAR.....	15
18.04	ADVANCED SICK LEAVE CREDITS.....	15
18.05	MEDICAL CERTIFICATE	16
18.06	UPON TERMINATION	16
18.07	WORKERS' COMPENSATION BOARD.....	16
18.08	RETIREMENT PAY OUT	16
ARTICLE 19	PRESENT CONDITIONS AND BENEFITS	16
ARTICLE 20	TECHNOLOGICAL CHANGE.....	16
ARTICLE 21	PAYMENT OF WAGES AND ALLOWANCES	17
21.01	PAY DAYS	17
21.02	PAY FOR WORKING ON MORE THAN ONE (1) JOB.....	17
21.03	HIGHER-PAID CLASSIFICATION	17
21.04	EXPENSES	17
21.05	MILEAGE ALLOWANCE	17
21.06	SHIFT DIFFERENTIAL.....	17
ARTICLE 22	TRANSFER AND NEW CLASSIFICATION RATES	17
22.01	NEW CLASSIFICATIONS.....	17
22.02	CHANGED CLASSIFICATION	18
22.03	ABANDONMENT.....	18
22.04	EXTENSION OF TIME LIMITS.....	18

ARTICLE 23	GENERAL CLAUSES.....	18
23.01	BULLETIN BOARDS.....	18
23.02	CERTIFICATIONS	18
ARTICLE 24	TERM OF AGREEMENT.....	19
24.01	DATES OF THE AGREEMENT.....	19
SCHEDULE "A"	20
	HOURLY SALARY RATES AND CLASSIFICATIONS	20
SCHEDULE "B" - HOURS OF WORK	21
LETTER OF UNDERSTANDING #1	22
	RE: PAID TIME OFF IN LIEU OF WORKED OVERTIME	22
LETTER OF UNDERSTANDING #2	23
	RE: EMPLOYER OBLIGATIONS TO EMPLOYEES	23

AGREEMENT BETWEEN:

THE SICAMOUS AND DISTRICT RECREATION CENTRE,
(hereinafter called the "Employer")

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1908
Chartered by the Canadian Union of Public Employees and affiliated with the Canadian Labour
Congress
(hereinafter called the "Union")

PREAMBLE

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

- 1) To maintain the existing harmonious relations and settled conditions of employment between the Sicamous and District Recreation Centre (hereinafter called the Employer), and the Union;
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, etc.;
- 3) To encourage efficiency of operation;
- 4) To promote the morale, well being and security of all the Employees in the bargaining unit of the Union;

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

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 BARGAINING AGENCY

1.01 Bargaining Agency

The Employer or anyone authorized to act on its behalf recognizes the Canadian Union of Public Employees, Local No. 1908, as the sole collective bargaining agency for its Employees classified and covered by this Agreement and hereby consents and agrees to negotiate with the Union or any authorized committee thereof, in any and all matters affecting the relationship between the parties to this Agreement, looking forward to a peaceful and amicable settlement of any differences that may arise between them.

1.02 Bargaining Unit Work

It is further agreed that the Facilities Manager shall not be considered an Employee subject to this Agreement but shall continue to perform bargaining unit duties for emergency situations only. No other persons shall perform bargaining unit work.

ARTICLE 2 MANAGEMENT RIGHTS

2.01 Management Rights

Except as otherwise provided in this Agreement, the management, supervision and control of the Recreation Centre, the direction of the working force and the establishment and enforcement of rules of conduct for Employees remain an exclusive management function. Any other rights of management not specifically mentioned in this Agreement and not contrary to its terms shall continue in full force and effect.

ARTICLE 3 UNION SECURITY

3.01 All Employees to be Members

All Employees of the Employer covered by this Agreement, 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 continual employment, become and remain members in good standing of the Union after thirty (30) days of employment with the Employer.

3.02 Checkoff of Union Dues

At the time of employment the Employer shall require an Employee to sign a checkoff 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 assessment by the Union in accordance with its Constitution and/or By-Laws.

3.03 Deductions

Deductions shall be made from the payroll on a semi-monthly and/or monthly basis for all Employees, and shall be forwarded to the Secretary-Treasurer of the Union not later than the 10th day of the month following, accompanied by a list of the names of all Employees from whose wages the deductions have been made.

3.04 Union Dues on T4

At the same time that Income Tax (T-4) slips are made available, the Employer shall include the amount of Union dues paid by each Union member in the previous year.

ARTICLE 4 THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

4.01 New Employees

The Employer agrees to acquaint new Employees with the fact that a Union agreement is in effect and with the conditions of employment set out in the article dealing with Union Security and Dues Checkoff.

The Employer will include the Unit Chair or in their absence the Shop Steward during the orientation and allow for a brief presentation.

4.02 Copies of Agreement

On commencing employment a new Employee shall be provided with a copy of the Collective Agreement and shall be introduced to their Union Steward.

4.03 Revised Copies of the Collective Agreement

The Employer shall supply the Union with revised copies of the Collective Agreement as required.

ARTICLE 5 NO DISCRIMINATION

5.01 No Discrimination

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any Employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge, or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, nor by reason of their membership or activity in the Union.

5.02 No Harassment or Violence

The Employer and the Union agree that it is the right of Employees to work in an environment free from all harassment and violence. The parties agree to co-operate in attempting to resolve, in a confidential manner, any complaints of harassment which may arise in the workplace. Any grievance procedure will commence at Step 2 as outlined in Article 10.03. The parties further agree to take immediate action to prevent and respond to violence of any kind in the workplace. Reasonable supervision and direction of employees is not considered harassment.

ARTICLE 6 LABOUR MANAGEMENT RELATIONS

6.01 Representation

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

6.02 Labour Management Negotiating Committee

A Labour Management Negotiating Committee shall be appointed and consist of not more than four (4) members of the Employer, as appointees of the Employer, and not more than four (4) members of the Union, as appointees of the Union. The parties will advise one another of their nominees to the Committee.

6.03 Function of Labour Management Negotiating Committee

All matters of mutual concern pertaining to rates of pay, hours of work, collective bargaining, and all other working conditions, shall be referred to the Labour Management Negotiating Committee for discussion and settlement.

6.04 Representation

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.

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

6.05 Meeting of Committee

In the event either party wishes to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than six (6) calendar days after the request has been given.

ARTICLE 7 SENIORITY

7.01 Seniority Defined

Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the work force, and recall, as set out in other provisions of this Agreement. Seniority shall operate on a bargaining-unit-wide basis.

7.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced. Where two (2) or more Employees commenced work on the same day, preference shall be in accordance with the hour work commenced or the date of application for employment. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

7.03 Probation for Newly Hired Employees

A newly-hired Employee shall be on probation only for the first (1st) ninety (90) calendar days of their employment. During the probationary period the Employee shall be entitled to all rights and benefits of this Agreement. After completion of the probationary period, seniority shall be effective from the original date of employment.

7.04 Seniority During Absence

If an Employee is absent from work because of sickness, accident, layoffs, or leave of absence approved by the Employer, they shall not lose seniority rights.

An Employee shall only lose his seniority in the event:

- 1) They are discharged for just cause and are not reinstated.
- 2) They resign.
- 3) They are absent from work in excess of five (5) working days without notifying the Employer unless such notice was not reasonably possible.
- 4) After a layoff they fail to return to work within seven (7) calendar days, after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the Employee to keep the Employer informed of their current address.
- 5) After a layoff of twelve (12) consecutive months, an Employee shall be struck from the seniority list.

7.05 Seniority During Transfer to Supervisory Positions

If an Employee is transferred to a supervisory position or any other position not covered by this Agreement, they shall retain their seniority in the position from which they were transferred, for a period of three (3) months. Union dues will be paid by the employer during this period based on the salary earned while in the supervisory position.

ARTICLE 8 LAYOFFS AND RECALLS

8.01 Layoff and Rehiring Procedure

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, Employees shall be laid off in the reverse order of their seniority. Employees shall be recalled in the order of their seniority, provided they are qualified to do the work.

8.02 Recall

New Employees shall not be hired until those laid off have been given an opportunity of recall.

8.03 Notice of Layoff

Any Employee who has completed his probationary period shall be given five (5) working days' notice of any layoff, or five (5) days' pay at his present rate in lieu of such notice.

ARTICLE 9 PROMOTIONS AND STAFF CHANGES

9.01 Notice in Writing

Prior to filling any staff change or promotion covered by the terms of this Agreement, the Employer shall notify the Union in writing and post notice of the position in the Employer's office and on the bulletin boards for a minimum of five (5) working days in order that all members of the Union will know about the position and be able to make written application therefor. Such notice shall contain the following information: nature of position, required knowledge and education, ability and skills, shift, and wage and salary rate or range.

The Employer may publicly advertise the vacancy concurrently and shall advise the Union where the advertisement is being placed.

9.02 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 position(s) shall be deemed to be pending posting and said position(s) shall be posted within thirty (30) days.

9.03 Method of Making Appointments

- a) Both parties recognize that job opportunity should increase in proportion to length of service. Therefore, in making staff changes, appointment shall be made of the applicant senior in the service and having the required qualifications. The successful applicant shall be placed on a trial for a period of thirty (30) days. Conditional on satisfactory service, such trial promotion shall become permanent after the period of thirty (30) days. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, they shall be returned to his former position without loss of seniority or salary, and any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position without loss of seniority or salary.
- b) Such appointments shall be made not later than five (5) days after the closing date of the posting, and the successful applicant shall be appointed to the job within those five (5) days.
- c) The time limits indicated in 9.03 (a) and (b) can be extended by mutual agreement of the parties.

9.04 On-the-Job Training

The Employer shall inaugurate and maintain a system of "on-the-job" training so that every Employee shall have the opportunity to receive training and qualify for promotion or transfer in the event of a vacancy arising. Accordingly, Employees shall be allowed regular opportunities to learn the work of higher or equal positions during regular working hours by working together with senior Employees for temporary periods, without affecting the salary or pay of the Employees concerned.

Such opportunities for training shall be allocated according to the seniority provisions of this Agreement.

9.05 Training Courses

The Employer shall post any Training Courses and experimental programs for which Employees may be selected. The bulletin shall contain the following information:

Type of course (subjects and material covered).

Time, duration and location of the course.

Minimum qualifications required for applicants.

This bulletin shall be posted for a period of two (2) weeks on bulletin boards in all Departments to afford all interested Employees an opportunity to apply for such training.

The senior qualified applicant shall be selected.

For purposes of wages and benefits, time spent in such training shall be considered to be time worked at regular rates and hours per day.

ARTICLE 10 GRIEVANCE AND ARBITRATION PROCEDURE

10.01 Shop Steward

The Employer acknowledges the right of the Union to appoint a Shop Steward who shall be an Employee of the Employer. The Union shall inform the Employer of the name of the Shop Steward.

10.02 Permission for Shop Stewards

The Shop Steward 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 himself from their regular duties for that purpose, which permission shall not be unreasonably withheld.

10.03 Grievance Procedure

Should a dispute arise between the Employer and any Employee(s) regarding the interpretation, meaning, operation or application of this Agreement, including any question as to whether any matter is arbitrable, or where an allegation is made that this Agreement has been violated, or should any other dispute arise, an earnest effort shall be made to settle the dispute in the following manner:

Step 1:

The aggrieved Employee, in person, with his Shop Steward in attendance if the Employee so desires, shall first seek to settle the grievance with the Employee's immediate supervisor within forty-five (45) working days after the alleged grievance is deemed to have occurred.

Step 2:

Failing settlement being reached in Step 1, application shall be made to the Board of Directors, in writing, stating the grievance concerned and a hearing shall be held at the request of the Union, such hearing to be held within thirty (30) working days.

Step 3:

Failing settlement being reached in Step 2, the matter shall be referred to a Board of Arbitration.

10.04 Unsafe Work

An Employee or group of Employees who believe they are being required to work under conditions which are unsafe shall have the right to immediately file a grievance in Step 2 of the Grievance Procedure. Until the grievance has been disposed of by the Department Head or his authorized representative, at Step 2 of Section 10.03, the Employee or Employees concerned shall have the right to refuse to work under the alleged unsafe conditions.

10.05 Board of Arbitration

The Employer shall appoint one (1) member to this Board and the Union shall appoint one (1) member to this Board, and these two (2) appointees shall agree upon a Chairman. In the event that these two (2) appointees cannot agree upon a Chairman, the Minister of Labour shall appoint a Chairman.

The Board of Arbitration shall hear and determine the difference or allegation and shall render its decision at its earliest opportunity.

The parties shall jointly bear the costs of the Chairman of the Board of Arbitration. Each of the parties shall bear the expenses of their appointee and the witnesses called by it. No costs of arbitration shall be awarded to, or against, either party. Arbitration procedures shall be expedited by the parties.

The Board of Arbitration appointed in accordance with this Article shall be governed by the provisions of the Agreement, and shall not have the right to add to, delete from, to change, or make any decision contrary to the provisions of this Agreement. The decision of the Board of Arbitration shall be final and binding on both parties except as otherwise provided in this Agreement.

10.06 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where the Employer or Union has a grievance, Step 1 of this Article may be by-passed.

In the case of an Employer's grievance the provisions of Step 2 shall be changed to require a meeting between the Board of Directors and the Representative of the Union with a view to seeking a settlement. If a satisfactory settlement is not reached within ten (10) working days the Employer may refer the dispute to arbitration.

10.07 Replies in Writing

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

10.08 Facilities for Grievance Meetings

The Employer shall supply the necessary facilities for the grievance meetings.

10.09 Time Limits

The time limits fixed in the grievance procedure may be extended by mutual consent of the Employer and the Union.

10.10 Witnesses

At any stage of the grievance procedure, the Employer and the Union, or Board of Arbitration, may have the assistance of the Employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

10.11 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) man Board will apply.

ARTICLE 11 DISCHARGE, SUSPENSION AND DISCIPLINE

11.01 Just Cause

An Employee may be suspended or dismissed for just cause. Such Employee and the Union shall be advised promptly in writing by the Employer of the reason for such dismissal or suspension.

11.02 Picket Lines

Just cause shall not include the refusal of an Employee to cross the picket line of a legal strike maintained at the premises of the Employer.

11.03 Special Grievance

A claim by an Employee that they have been discharged or suspended for other than just and proper cause shall be treated as a special grievance and may be submitted directly to the Employer under Step 2 of Article 10.03.

11.04 Unjust Suspension or Discharge

Should it be found upon investigation that an Employee has been unjustly suspended or discharged, 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 Employer and the Union or in the opinion of the Board of Arbitration if the matter is referred to such a Board of Arbitration.

11.05 Personnel File

- a) All warning and reprimand letters shall be considered as a form of discipline and shall be subject to the provisions of the Grievance Procedure.
- b) The Employer agrees all Employees will have access to their personnel file under management supervision. Any Employee may respond in writing to any report on his personnel file, and such response shall become part of the file.
- c) Written warning letters shall be deemed to be void after two (2) years from date of issue and shall be destroyed from all files provided there is no similar complaint in the two (2) year period.

ARTICLE 12 HOURS OF WORK

12.01 Regular Hours

Hours of work will be drafted up by management and presented to the Union for consultation. The hours of work will form part of Schedule "B".

12.02 Minimum Hours

In the event of an Employee starting work on any day and being sent home before they have completed four (4) hours, or in the event of stoppage or suspension of work, they shall be paid for four (4) hours. In the event that an Employee reports for work but is sent home before commencing to work they shall be paid for two (2) hours at regular rates; provided, however, that this Article is not to apply where an Employee has been sent home for disciplinary reasons or where the stoppage of work or suspension of work is due to a labour dispute.

12.03 Rest Period

All Employees shall be permitted a fifteen (15) minute rest period in both the first (1st) and second (2nd) half (1/2) of a shift. Such breaks shall be taken at a reasonable period of time.

ARTICLE 13 OVERTIME

13.01 Overtime – Normal Work Day

All hours worked in excess of the normal hours of work shall be paid at the rate of time and one-half (1½x) for the first two (2) hours and double (2x) time thereafter.

13.02 Overtime – Emergency Work

In the event of an Employee being called out on emergency work during hours other than his regular working hours, they shall be entitled to a minimum of two (2) hours at overtime rates.

13.03 Overtime – Regular Day Off

Work done on an Employee's regular days off and/or statutory holidays shall be paid for at double (2x) time plus regular pay for the statutory holiday.

ARTICLE 14 STATUTORY HOLIDAYS

14.01 Statutory Holidays Listed

The Employer agrees that all Employees shall be entitled to the following holidays with pay:

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

any other day proclaimed or declared by the Federal or Provincial Governments.

No Employee shall receive holiday pay for a statutory holiday unless they have been continuously employed for a period of fifteen (15) within the previous thirty (30) calendar days immediately preceding the holiday. A layoff not exceeding five (5) calendar days shall not be deemed to be a break in service for purpose of this section.

14.02 When Holiday Falls on Non-Working Day

When statutory holidays fall on a normal non-working day and no other day is declared in substitution thereof, Employees shall receive a day off work in lieu of the holiday, at their regular rate of pay; such day off to be taken at the discretion of the Employer, within two (2) weeks following such a holiday.

ARTICLE 15 ANNUAL VACATIONS

15.01 Vacation Entitlement

- a) Employees with one (1) through four (4) years' service shall be granted six and one-half percent (6.5%) of their gross earnings in lieu of vacations at the end of each season.
- b) Employees with five (5) or more years' service shall be paid seven and one-quarter percent (7.25%) of their gross earnings in lieu of vacations at the end of each season.
- c) In the event of year-round operations, Employees with less than twelve (12) months service as at June 30th, shall receive vacation with pay of one and one-quarter (1.25) days per month of service.
- d) In the event of year-round operations, Employees with one (1) through four (4) years' service shall receive three (3) weeks' vacation with pay.
- e) In the event of year-round operations, Employees with five (5) through eleven (11) years' service shall receive four (4) weeks' vacation with pay.
- f) In the event of year-round operations, Employees with twelve (12) through nineteen (19) years of service shall receive five (5) weeks' vacation with pay.
- g) In the event of year-round operations, Employees with twenty (20) or more years' service shall receive six (6) weeks' vacation with pay.

15.02 Holidays During Vacation

If a statutory holiday or declared holiday falls or is observed during an Employee's vacation period, they shall be granted an additional day's vacation for each such holiday in addition to their regular vacation time.

Pay cheques for vacation periods, at the option of the Employee, may be issued the day before an Employee's vacation begins.

15.03 Preference in Vacations

Provided the work schedule permits, all Employees shall be granted the vacation period preferred by the Employee, at such time as may be mutually agreed upon by the Employer and the Employee.

ARTICLE 16 HEALTH BENEFITS

16.01 Life Insurance

The Employer shall pay the premiums of a term insurance policy for each employee with a value for each employee of One Hundred Thousand Dollars (\$100,000.)

16.02 Dental Plan

The Employer agrees to pay one hundred percent (100%) of the premiums of a mutually acceptable dental plan which will provide one hundred percent (100%) reimbursement of basic dental care (Plan A) and fifty percent (50%) reimbursement for crown and bridge work (Plan B).

16.03 BC Medical Plan

The Employer shall pay the premium for the BC Medical Services Plan on behalf of the Employees.

16.04 Extended Health Benefits Plan

- a) All Employees will be enrolled in an Extended Health Care Benefits Plan which will be paid for by the Employer.
- b) The Employer shall provide a Vision Care Plan for the Employee and their dependents with coverage of one hundred percent (100%) to a maximum of five hundred dollars (\$500.00) in a twenty-four (24) month period for the purpose of eyeglasses. The Employer shall provide payment at one hundred (100%) for an eye examination once every twenty-four (24) months to a maximum of One Hundred dollars (\$100). For dependent children coverage shall be amended to provide one hundred percent (100%) reimbursement of the cost of purchase of one (1) pair of eyeglasses every year to a maximum of Two Hundred and Fifty Dollars (\$250.00), provided however, that this coverage shall only apply in the event of a change in the prescription.
- c) The Employer shall provide Hearing Aid coverage for the employee and their dependents with coverage to a maximum of Five Hundred Dollars (\$500.00) every five (5) calendar years.

16.05 Coverage During Layoff

In the event of layoff full coverage will be continued for the BC Medical Services Plan and Extended Health Benefits. An Employee may also have the option of continuing Life, Accidental Death & Dismemberment, and Dental, for the period of the layoff by paying the full cost of these benefits after making the necessary arrangements with the Payroll Department.

16.06 Part-Time Payment in Lieu of Fringe Benefits

All Employees who are employed as Part Time Employees or Casual Employees shall be paid a percentage in lieu of all fringe benefits (Article 16). This premium will be applicable to every pay period.

In lieu premium will be:

Sixteen point five percent (16.5%)	Effective January 1 st , 2011
Nineteen percent (19%)	Effective January 1 st , 2012
Twenty percent (20%)	Effective January 1 st , 2013

16.07 General Principles

Coverage during leave of absence shall be provided as follows:

An employee on an approved leave of absence may continue the aforementioned benefit coverage for up to one (1) year provided the full cost of premiums is paid to the Employer.

16.08 Pension Plan

The Pension (Municipal) Act applies to the Employer and its Employees. The Employer, in addition to its own contribution, shall deduct from the wages or salary of each Employee as a condition of continued employment, the contributions required under the provisions of the Pension (Municipal) Act.

ARTICLE 17 LEAVE OF ABSENCE

17.01 For Union Business

The Employer agrees that where permission has been granted by the Employer to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance, they shall suffer no loss of pay for time so spent; provided, however, the Employee shall be responsible for notifying the Department Head concerned. Permission shall not be unreasonably withheld.

17.02 Union Conventions

Provided adequate replacements are available, leave of absence up to a maximum of twenty (20) working days, per delegate, without loss of pay and without loss of seniority, shall be granted upon request in writing to the Employer, to Employees elected or appointed to represent the Union at Union Conventions and a reply in writing shall be given within three (3) calendar days after such request has been made.

17.03 Bereavement Leave

In the event of a death in the immediate family of an Employee, the Employer shall grant the employee three (3) days of absence with pay. Additional leave of absence with or without pay for travel may be granted by the Employer. "Immediate family" shall mean: wife, husband, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents and grandchildren, stepchild, step-parent, fiancée, son/daughter in-law and other persons subject to approval of manager. Two (2) extra days for spouse or child.

A maximum of two (2) additional days leave without loss of pay or benefits will be granted in the event the death occurred out-of-Province.

One-half (½) day shall be granted without loss of salary or wages to attend a funeral as a pallbearer, provided such Employee has the approval of his Supervisor.

17.04 Leave of Union Officers

Any Employee who is elected or selected for a full or part-time position with the Union, or any body with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without loss of seniority by the Employer for a period of one (1) year. Such leave shall be renewed each year during his term of office.

17.05 General Leave

The Employer may grant leave of absence with or without pay and without loss of seniority to a maximum of six (6) months to any Employee requesting such leave for good and sufficient cause, such request to be in writing and submitted to the Employer.

17.06 Jury Duty or Court Witness

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

ARTICLE 18 SICK LEAVE

18.01 Sick Leave Definition

Sick leave means the number of working days an Employee is permitted to be absent from work without loss of pay due to illness or accident for which compensation is not available under the provisions of the *Workers' Compensation Act*.

18.02 Sick Leave Entitlement

Employees shall be entitled to earn sick leave credits at the rate of one and one-half (1½) days per month for each calendar month for which the Employee receives at least ten (10) days' pay. Unused sick leave may be accumulated by an Employee up to a maximum of one hundred and sixty (160) working days.

18.03 Sick Leave Year

For the purposes of calculation, the sick leave year shall be January 1st to December 31st. Each January 31st, Employees shall be credited with eighteen (18) days of earned sick leave credits or prorated for newly hired Employees during the calendar year.

18.04 Advanced Sick Leave Credits

Where an Employee has been granted more sick leave credits than the Employee has earned, based on the Employee's length of service with the Employer, the advanced sick leave credits shall be deducted from any sick leave credits subsequently earned per month by the Employee.

18.05 Medical Certificate

As a condition of receiving paid sick leave, the Employer may require the Employee concerned to produce a certificate from a duly qualified medical practitioner covering the entire period of absence certifying that the Employee was unable to work due to illness or accident.

18.06 Upon Termination

When an Employee terminates his service and has been granted more sick leave with pay than he has earned, the Employer shall have deducted from any monies owing by the Employer, the equivalent cost of the paid sick leave granted but unearned.

18.07 Workers' Compensation Board

An Employee prevented from performing his regular work with the Employer on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Compensation Act, shall receive from the Employer the difference between the amount payable by the Workers' Compensation Board and his regular salary. The amount paid shall be deducted from the accumulated sick leave of the Employee.

An Employee shall not earn sick leave credits while on Workers' Compensation.

18.08 Retirement Pay Out

Upon retirement employees will be paid out one third (1/3) of all accrued sick leave days after ten (10) years of continuous employment.

ARTICLE 19 PRESENT CONDITIONS AND BENEFITS

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

ARTICLE 20 TECHNOLOGICAL CHANGE

Should the Employer introduce, or intend to introduce, a technological change as defined in the *Labour Relations Code of British Columbia*, that affects the terms and conditions or security of employment of a number of Employees to whom this collective agreement applies and that alters the basis on which the agreement was negotiated, either party may refer the matter to Arbitration as per the conditions and provisions of Article 10.

ARTICLE 21 PAYMENT OF WAGES AND ALLOWANCES

21.01 Pay Days

Employees shall be paid every second (2nd) Friday in accordance with Schedule "A" attached hereto. If the regular pay day falls on a holiday, Employees will be paid on the preceding work day.

21.02 Pay for Working on More than One (1) Job

An Employee working on more than one (1) job during a day shall be paid at the highest rate for the whole day.

21.03 Higher-Paid Classification

In the event of an Employee being temporarily moved to a higher-paid classification, the Employee shall receive the higher rate provided for in such classification; such higher rate to be paid for the duration of such temporary transfer only.

21.04 Expenses

Employees required to travel on the Employer's business shall be reimbursed for reasonable, actual expenses upon producing receipts.

21.05 Mileage Allowance

Employees required to use their own vehicles on the Employer's business shall be paid the mileage rate applicable to the Board of Directors.

21.06 Shift Differential

- a) A shift differential shall be paid to Employees required to work any shift other than the normal day shift as agreed to in Schedule "B".
- b) The rate for shift differential shall be one dollar (\$1.00) per hour.

ARTICLE 22 TRANSFER AND NEW CLASSIFICATION RATES

22.01 New Classifications

The Employer may institute new classifications in addition to those listed in Schedule "A". Should any 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 classification and rate in the manner required by Section 9.01. 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 10. 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.

22.02 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 10. 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 Union submitted its request to the Employer.

22.03 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 Section 22.01, or if the Union does not refer the difference, if any, to arbitration within thirty (30) calendar days, as provided for in Section 22.02, then the difference, if any, shall be deemed to be abandoned and all rights of recourse to arbitration shall be at an end.

22.04 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 23 GENERAL CLAUSES

23.01 Bulletin Boards

The Employer shall provide a bulletin board which shall be placed so that all Employees will have access to it 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.

23.02 Certifications

The Employer shall pay the cost of maintaining employee certifications where those certifications are a requirement of the Employee's current position.

ARTICLE 24 TERM OF AGREEMENT

24.01 Dates of the Agreement

This Agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from January 1, 2020 and up to and including December 31, 2024, and thereafter from year to year unless either party to this Agreement gives notice to commence collective bargaining in accordance with the *Labour Relations Code of British Columbia*.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this _____ day of _____, 2020.

ON BEHALF OF:
SICAMOUS AND DISTRICT
RECREATION CENTRE



Paul Backs, President
Wally Thacker, President

ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1908



Rachel Champagne, National Representative



James Weber, Local 1908 Unit Chair



Calvin Franson, Bargaining Committee Member

SCHEDULE "A"

**Sicamous & District Recreation Centre
Hourly Salary Rates and Classifications**

DESCRIPTION	JAN 1, 2019	JAN 1, 2020 2.0%	JAN 1, 2021 2.0%	JAN 1, 2022 2.0%	JAN 1, 2023 2.0%	JAN 1, 2024 2.0%
Leadhand	\$34.42	\$35.11	\$35.81	\$36.53	\$37.26	\$38.01
Ice Maker	\$31.71	\$32.34	\$32.99	\$33.65	\$34.32	\$35.01
Maintenance/Ice Man	\$30.48	\$31.09	\$31.71	\$32.34	\$32.99	\$33.65

LETTER OF UNDERSTANDING #1


BETWEEN
THE SICAMOUS AND DISTRICT RECREATION CENTRE
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1908

RE: Paid Time Off in Lieu of Worked Overtime

Subject to the Employer's operational requirements, Employees may consider paid time off in lieu of worked overtime. Time off will only be taken upon mutual agreement between the Employer and their Supervisor, provided that any unused banked time will be paid out once yearly at a time to be determined by the Employer. Paid time off shall be provided at the same rate as the applicable overtime rates.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this _____ day of _____, 2020.

ON BEHALF OF:
SICAMOUS AND DISTRICT
RECREATION CENTRE



~~Paul Backs, President~~
Wally Thacker, President

ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1908



Rachel Champagne, National Representative



James Weber, Local 1908 Unit Chair



Calvin Franson, Bargaining Committee Member

Date: March 23, 1987
Renewed: March 15, 2001
Renewed: July 2007
Renewed: June, 2011
Renewed: April, 2015
Renewed: February, 2020

LETTER OF UNDERSTANDING #2

BETWEEN

THE SICAMOUS AND DISTRICT RECREATION CENTRE

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1908

RE: Employer Obligations to Employees


In recognition of the Employer's right to contract out work and in recognition of the Employer's obligation to his Employees, the parties agree as follows:

- 1) In the event the Employer wishes to examine the feasibility of contracting out work currently being done by bargaining unit Employees then the following process will apply:
 - a) The Employer will provide the Union with an estimate of the cost of doing the work 'in house'.
 - b) The Union may then provide the Employer with any suggestions on productivity improvements, cost or efficiency savings. In the event that the Union wishes to respond, it will do so within ten (10) working days of receiving the said cost estimate.
- 2) Employees will not lose their employment as a result of contracting out.
- 3) The Officers of the Union will provide a letter to the Employer offering suggestions and incentives for doing work 'in house' which is currently being contracted out.
- 4) As a result of Employees being displaced by the contracting out of their jobs, the parties agree there may be a need and/or opportunity for retraining and it is therefore desirable to develop a process for such retraining. This process will be developed through a Labour/Management Committee and will be completed by July 1, 1987.

- 5) Employees who are displaced by the contracting out of their job and covered by number (2) above, shall have the option of receiving severance pay at a rate of one (1) week's pay for each year of seniority to a maximum of ten (10) weeks upon severing their Employee/Employer relationship. The Employee shall have up to three (3) months from the date of displacement to exercise his option. Severance pay will be paid at the rate of the job the Employee was displaced from.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this _____ day of _____, 2020.

ON BEHALF OF:
SICAMOUS AND DISTRICT
RECREATION CENTRE



~~Paul Backs, President~~
Wally Thacker, President

ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1908



Rachel Champagne, National Representative



James Weber, Local 1908 Unit Chair



Calvin Franson, Bargaining Committee Member

Date: March 23, 1987
Renewed: March 15, 2001
Renewed: February 3, 2004
Renewed: July 2007
Renewed: June, 2011
Renewed: April, 2015
Renewed: February, 2020