

2016 - 2019

COLLECTIVE AGREEMENT

between the

CORPORATION OF THE DISTRICT OF NORTH VANCOUVER
on behalf of Northlands Golf Course

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 389

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THIS AGREEMENT made on the 12th day of March in the year 2018

BETWEEN THE:

CORPORATION OF THE DISTRICT OF NORTH VANCOUVER
on behalf of Northlands Golf Course
(hereinafter called "the Employer")

OF THE FIRST PART;

AND THE:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 389
(hereinafter called "the Union")

OF THE SECOND PART;

WHEREAS it is now the desire of both parties to this Agreement to maintain the existing harmonious relationship between the Employer and the employees, to recognize the mutual value of joint discussion and negotiation in all matters pertaining to promote the morale, well-being, and security of those employees included in the bargaining unit, and to encourage efficiency, quality, and customer satisfaction in the golf course marketplace;

AND WHEREAS the parties to the second part have formed a Union, hereinafter called "the Union";

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

AND THEREFORE, THIS AGREEMENT WITNESSETH that the parties hereto in consideration of the mutual covenants hereinafter contained, agree each with the other as follows:

ARTICLE 1 – TERM OF AGREEMENT

This Agreement shall be in effect from 2016 January 01 to 2019 December 31, both dates inclusive. Should either party hereto at any time within four (4) months immediately preceding the date of expiry of this Agreement by written notice require the other party hereto to commence collective bargaining, or should the parties be deemed to have given notice under Section 46 of the *Labour Relations Code*, this Agreement shall continue in full force and effect, and, except with respect to changes to rates of pay made pursuant to Article 5.5 of this Agreement, neither party shall make any change or alter the term of this Agreement until

- (a) The Union can lawfully strike in accordance with the provisions of Part 5 of the *Labour Relations Code*; or

- (b) The Employer can lawfully lock out in accordance with the provisions of Part 5 of the *Labour Relations Code*; or
- (c) The parties shall have concluded a renewal or revision of this Agreement or shall have entered into a new Collective Agreement;

whichever is the earliest.

The operation of sub-sections (2) and (3) of Section 50 of the *Labour Relations Code* shall be specifically excluded from, and shall not be applicable to this Agreement.

ARTICLE 2 – UNION SECURITY

2.1 Union Membership

It is agreed that employees who are at present members of the Union, shall remain so as a condition of employment. It is further agreed that persons who are hereafter employed by the Employer shall become members of the Union by the pay period immediately following the completion of thirty (30) calendar days' employment and shall remain as members of the Union as a condition of employment, provided that no employees shall be deprived of employment by reason of loss of membership in the Union for reasons other than failure to pay the regular Union dues that all other members of the Union are required to pay to the Union.

2.2 Deduction of Dues

- (a) The Employer agrees to honour assignments of wages for Union dues and fees, upon receipt by the Treasurer of a signed authorization form from the employees concerned at least ten (10) days prior to the regular time of making such deductions that month.
- (b) The Employer agrees to remit the deductions made under Section 2.2(a) to the Union each month, together with a list of those employees from who such deductions were made – such deductions and list shall be forwarded to the Union not later than ten (10) days following the regular time of making such deductions that month.

ARTICLE 3 – MANAGEMENT RIGHTS

It is agreed and understood that the management and operations of the Northlands Golf Course is vested exclusively with the Employer.

Any other rights of management which are not specifically mentioned in this Collective Agreement and are not contrary to its intent shall remain in full force and effect for the duration of this Agreement. The Employer, when exercising such rights, must do so in a manner which is fair and reasonable.

ARTICLE 4 – HOURS OF WORK

4.1 Regular Hours – Turf Maintenance

- (a) The regular hours of work shall not exceed eight (8) hours per day or thirty-seven (37) hours per week, Monday to Sunday inclusive.
- (b) The regular hours of work for the positions of Mechanic, Lead Hand, Assistant Turf Care Supervisor, Clubhouse Landscape Maintenance Worker, and Irrigation Technician shall not exceed eight (8) hours per day or forty (40) hours per week, Monday to Sunday inclusive.
- (c) It is recognized and agreed that Northlands is a seven-day a week operation and that regular hours of work are adjusted to ensure daylight hours are used effectively throughout the year.

4.2 Regular Hours – Golf Shop

- (a) The regular hours of work shall not exceed ten (10) hours per day or forty (40) hours per week, Monday to Sunday inclusive.
- (b) It is recognized and agreed that Northlands is a seven-day a week operation and that regular hours of work are adjusted to ensure daylight hours are used effectively throughout the year.

4.3 Hours Free Between Work Periods

- (a) Employees shall have not less than eight (8) consecutive hours free from work between each shift worked and not less than thirty-two (32) consecutive hours free from work between each week.
- (b) Where an employee is required to work within the eight (8) or thirty-two (32) hour free period, the time worked during the work-free period shall be subject to the appropriate overtime provisions.

4.4 Eating Period

The eating period provided shall be scheduled so as to prevent any employee from working more than five (5) consecutive hours without an unpaid eating period.

4.5 Rest Period Benefit

All employees who work a shift of five (5) hours or less shall be permitted one (1) ten (10) minute rest period. All employees who work a shift of more than five (5) hours shall be permitted two (2) ten (10) minute rest periods, one in the first half of the shift and one in the second half of the shift. Such rest period shall be taken at times that will cause the least possible interference with the work in which the employees are engaged. In the case of Turf Care employees, the two

(2) rest periods will be combined at the end of the shift subject only to variation by mutual agreement between the Union and the Employer.

4.6 Daily Guarantee

- (a) Subject to the provisions of paragraph (c), an employee who reports for their scheduled shift shall receive their regular hourly rate of pay for a minimum of two (2) hours.
- (b) Subject to the provisions of paragraph (c), an employee who commences work shall receive the regular hourly rate of pay for the entire period spent at the employee's place of work, with a minimum of four (4) hours' pay at the regular hourly rate, unless the employee voluntarily chooses to leave work in which case they will be paid for time worked.
- (c) In any case, where an employee (i) reports for their regular shift but refuses to commence work, or (ii) commences work but refuses to continue working, or (iii) is notified at least one (1) hour in advance of shift cancellation, the employee shall not be entitled to receive the minimum payments set forth in paragraphs (a) and (b).

ARTICLE 5 – EMPLOYEE DEFINITIONS, JOB DESCRIPTIONS, WAGES, AND PREMIUMS

5.1 Definition of Employees

- (a) A Regular Employee is an employee who is employed on a full-time basis of thirty-seven (37) or forty (40) weekly hours for an indefinite period of time, consisting of at least one thousand five hundred (1,500) regular hours in any twelve (12) month period.
- (b) A Seasonal Employee is an employee who is employed on a schedule of full-time or part-time weekly hours for a period of less than one thousand five hundred (1,500) hours in any twelve (12) month period.

5.2 Probationary Period

New employees shall serve a probationary period of one thousand (1,000) regular hours to determine suitability for continued employment. Where a probationary employee is absent for ten (10) or more scheduled working days during the probationary period, the probationary period may be extended by the total number of days absent. No employee will be required to serve more than one (1) probationary period.

The probationary employee is not accumulating seniority during the probationary period. However, upon successful completion of the probationary period, the number of hours worked during the probationary period will be accepted as seniority hours.

5.3 Trial Period (effective 2018 March 12)

In the event an employee who has passed their probationary period set out in Article 5.2 moves to a new position, the employee shall be considered to be on trial for a period of up to five

hundred and fifty (550) hours in the position. If, during the trial period, the employee is not considered satisfactory, the employee shall be returned to their previous position without loss of seniority.

5.4 Job Descriptions

(a) The Employer will prepare and maintain job descriptions summarizing the duties, responsibilities, and requirements of all positions covered by this Agreement and will provide the Union with copies of same.

(b) Changes in Job Descriptions

If the Employer creates a new job description or significantly alters the duties, responsibilities, and requirements of an existing job description, the Employer will establish a wage rate for the new or altered job description. Where, during the term of this Agreement the Union or incumbent employee believe that:

- (i) a position has been allocated to an inappropriate job description; or
- (ii) an existing position has been inappropriately reclassified; or
- (iii) a new position has been inappropriately classified; or
- (iv) an existing position is misclassified due to a substantial change in the duties of the position;

such matter shall be the subject of discussions between the parties, and failing agreement within sixty (60) calendar days, the Union may resolve any dispute relating to classification by referring the matter to Step 2 of the Grievance Procedure.

(c) Adjustments Resulting from Reclassification and Revaluation or Changes in Valuation (effective 2018 March 12)

- (i) In the event a job description is reclassified upwards, each incumbent shall receive the new rate for the position;
- (ii) In the event a job description is revalued, each incumbent shall receive the new rate for the position;
- (iii) In the event a job description is reclassified or revalued downwards, the incumbent(s) shall suffer no loss of pay, but shall be granted no general increase until the revised rate of pay is reached;
- (iv) Where, during the term of this Agreement:
 - 1) the Union believe that a job description is incorrectly valued; or
 - 2) the Employer re-valued an existing job or values a new job covered by this Agreement;

such matter shall be the subject of discussions between the parties, and failing agreement within sixty (60) calendar days the Union may resolve any dispute relating to the valuation of a job description by referring the matter to the next round of collective bargaining between the parties.

(d) Effective Dates

Any change in the rate of pay for an employee as a result of either reclassification or revaluation pursuant to (b) and (c) above shall be retroactive to the date the position was filled in the case of a new position, to the date the reclassification or revaluation was initiated in writing in the case of an existing position, or to any other date mutually agreed to by the parties.

5.5 Wage Rates

Wage rates for all employees shall be in accordance with Schedule "A" attached hereto and forming part of this Agreement.

5.6 Acting in Senior Capacity

Any employee placed temporarily in a higher rated position than their regular position, shall be paid the higher rate of pay whilst so placed. Such acting appointments must be authorized in advance by the Employer.

5.7 Overtime

(a) Overtime shall be defined for Regular Employees as:

- (i) time worked immediately preceding or following the employee's regular shift;
- (ii) time worked in excess of thirty-seven (37) or forty (40) hours in a week or eight (8) or ten (10) hours in a day as per Article 4 of this Collective Agreement.

(b) Regular Employees shall be paid one and one-half (1½) times the rate of pay for the performance of overtime work during the first two (2) hours in excess of scheduled daily hours or on scheduled days off, and double the rate of pay for the performance of all overtime work after two (2) hours.

(c) Overtime shall be defined for Seasonal Employees as time worked in excess of thirty-seven (37) or forty (40) hours in a week or eight (8) or ten (10) hours in a day as per Article 4 of this Collective Agreement.

(d) Seasonal Employees shall be paid for overtime work at the following rates:

- (i) Time and one-half (1½X) for the first two (2) hours worked in excess of eight (8) hours in a day (Turf Maintenance) or ten (10) hours in a day (Golf Shop);
- (ii) Two times (2X) for hours worked beyond two (2) hours' overtime in a day;

- (iii) When an employee has not worked thirty-seven (37) hours (Turf Maintenance) or forty (40) regular hours (Golf Shop) in five (5) days during the week, the employee may work on the sixth (6th) and/or seventh (7th) day of work in that week at straight time pay up to thirty-seven (37) or forty (40) hours per week respectively; thereafter, overtime provisions would apply as per (i) and (ii).
- (e) Employees who are required to work overtime may elect at the time of working such overtime whether to be paid for it or instead to receive compensating time off in lieu. An employee who elects to receive time off shall be credited with time off equivalent to the number of hours which the employee would have been paid for the overtime worked and, subject to an employee's request to be granted time off being approved by the Superintendent of Golf Facilities (or designate), such employee shall be granted any portion of the time off to their credit at the pay rate in effect at the time the overtime in question was worked. All time off credited during a particular calendar year but which has not been granted to an employee by March 31st of the immediately following year shall be paid in cash. At no time will an employee's compensating time off bank be permitted to exceed forty (40) hours.

5.8 Hand Tools

Except as provided in Article 5.9, the Employer shall provide all required hand tools.

5.9 Tool Reimbursement for Mechanics

Mechanics who are required to supply their own tools shall be reimbursed up to one hundred and fifty dollars (\$150.00) per calendar year, non-accumulative, for the purchase of pre-approved replacement tools that are broken or damaged in the performance of their duties. The Employer shall provide fire and theft insurance for Mechanic's tools that are used in their work and are stored at the Employer's facilities in the amount of ten thousand dollars (\$10,000.00) per Mechanic. The insurance will include a deductible of two hundred and fifty dollars (\$250.00) payable by the employee.

5.10 First Aid Premium

Employees who are required by the Employer to perform first aid duties in addition to their normal duties and who hold a valid Workers' Compensation Board Occupational Health and Safety First Aid Certificate shall be paid a premium in accordance with the certificate required by the Employer as follows:

OFA Level II	Eighty cents (\$0.80) per hour on all hours worked
OFA Level III	Ninety-five cents (\$0.95) per hour on all hours worked

The Employer will pay course fees for the OFA Level II and/or Level III course for Employees who are required to have such certification.

5.11 Pesticide Premium

Turf Care Maintenance employees will receive a premium of two dollars (\$2.00) per hour for all hours spent handling and working with pesticides.

ARTICLE 6 – EMPLOYMENT

6.1 Posting Vacancies

- (a) Where the Employer determines vacancies exist or when new positions are created above the entry level, notice shall be posted on the Employer's premises in a location all employees are aware of and are able to view, and a copy giving full particulars shall be provided to the Union. The Union shall be informed, in writing, of the name of the successful applicant within seven (7) days of the position being filled.
- (b) Posting notices shall contain the following information: nature of position, qualifications, required knowledge and education, skills, hours of work, and wage rate.
- (c) In the event an employee who has satisfactorily completed their probationary period is promoted or transferred to another position, that employee shall be on trial in the new position for a period of not more than five hundred (500) hours. If at the end of the trial period the employee is not considered satisfactory in the new position, the employee shall be returned to their previous position or to a vacant position of equal value for which the Employer deems the employee to be qualified.

6.2 Method of Making Appointments

- (a) In making appointments, promotions, transfers, layoffs, and demotions, the required skill, knowledge, and ability of the applicants shall be the primary consideration, and where such qualifications are relatively equal, length of service shall be the determining factor.
- (b) In the event of a Regular Employee, or a Seasonal Employee who has completed the probationary period, being promoted from a position for which the Union either had bargaining authority at the time of the promotion or subsequently obtained bargaining authority, to a position whether included or excluded from the bargaining unit, and such employee being subsequently laid off or demoted within six (6) months to a position for which the Union has bargaining authority, the Employer shall have the right to place such employee in the position previously held by the employee or in any vacant position for which such employee is considered qualified. The employee, if so placed within six (6) months as the result of being laid off or demoted, shall suffer no loss of seniority and such seniority shall be their total length of service with the Employer.

6.3 Layoff and Recall

- (a) In the event of a layoff, Regular Employees and Seasonal Employees who have completed the probationary period shall be laid off in the reverse order of their

seniority, provided that an employee may bump a junior employee only in cases where the senior employee is qualified to fill the lower position.

- (b) Except in cases of strikes, lockouts, inclement weather, or other circumstances beyond the control of the Employer, the Employer shall notify employees who have completed their probationary period and who are laid off at least ten (10) working days prior to the effective date of layoff. If the employee has not had the opportunity to work during the ten (10) days referred to above, the employee shall be paid for those days for which work was not made available.
- (c) It shall be the duty of each employee laid off to advise the Superintendent of Golf Facilities (or designate) in writing of their correct mailing address and telephone number and the Employer, if rehiring, within one (1) year, shall advise the employee by telephone and/or letter of the date on which that person is required to report for duty. Such notice shall be given so as to be received at least twenty-four (24) hours prior to the required reporting time.
- (d) Employees who have completed their probationary period shall be recalled to positions for which they are qualified in order of their seniority.
- (e) No new employees shall be hired following a layoff until those who were laid off have been given a reasonable opportunity of recall as follows. The Employer shall make every reasonable attempt to contact employees in order of seniority, and employees shall be recalled in such order providing that they respond within the stipulated time limits. Upon making contact with an employee, the Employer shall specify the time when the employee shall report for work. An employee who does not respond within forty-eight (48) hours of the Employer's initial attempt to make contact, or who refuses to report for work shall be dropped to the bottom of the appropriate list for recall. An employee shall report to work at the time specified by the Employer or, in extenuating circumstances, within two (2) weeks of the Employer's initial attempt to make contact. Each employee on layoff will be responsible for keeping the Employer notified of a current contact point through which the employee can be reached.
- (f) In the event of layoffs, employees subsequently re-employed within one (1) year shall be credited with previous service for determining length of service for perquisites.
- (g) The Employer shall provide the Union with a seniority list for employees covered by this Collective Agreement at least once in each calendar year.
- (h) For the purposes of application of the provisions of this Article 6, seniority and/or length of service shall be calculated on a departmental basis (i.e. separate seniority lists for Turf Maintenance and Golf Shop employees).
- (i) Employees who are in receipt of benefits (MSP, Extended Health, Dental, and Group Life) at time of layoff will have the option to pay the full cost of benefit plan premiums while on layoff. Whether or not they exercise this option, they will be entitled to benefits coverage on the first of the month following date of recall.

- (j) Seasonal Employees may notify the Employer at the time of their resignation, if they are voluntarily leaving in order to return to school, that they would like to be eligible to return to work at the beginning of the next season. Those employees shall be eligible for recall as if they had been laid off and shall not be treated as new hires unless they are not available to return to work until May 1 or later. Such notice must be received by the Employer no later than the employee's last day of work.

ARTICLE 7 – BENEFITS

7.1 Benefits Eligibility

All Regular Employees shall be entitled to the following benefits upon completion of six (6) months of continuous employment: Medical Services Plan of British Columbia, the Extended Health Benefits Plan, the Dental Plan, Group Life Insurance, and the Municipal Pension Plan. Seasonal Employees will receive twelve percent (12%) of straight time pay in lieu of all benefits, vacations, and other paid time off.

7.2 Benefits Administration

The Employer has the sole responsibility for all aspects of the administration of the health and welfare benefit plans, however it is agreed that no changes may be made to the actual benefits provided unless mutually agreed between the Union and the Employer.

7.3 Medical Services Plan of British Columbia and Extended Health Benefits Plan

(a) Medical Services Plan

Eligible employees shall be entitled to be insured under the Medical Services Plan established under the *Medical Services Act of British Columbia* with the Employer paying seventy-five percent (75%) of the premium and the employees paying twenty-five percent (25%) of the premium.

(b) Extended Health Care Plan

Eligible employees shall be entitled to be insured under the Extended Health Care Plan. The provision of the benefits shall be subject to the requirements of the Plan. The deductible shall be one hundred dollars (\$100.00) per calendar year. The Plan shall contain, among other benefits, a vision care option, coverage for eye examinations, coverage for hearing aids, orthopedic shoes, diabetic equipment and supplies, ostomy supplies, clinical psychologist services, and coverage for the Nicotine Patch. The EHB lifetime maximum coverage under this Plan will be one million dollars (\$1,000,000.00) per person. The Employer shall pay seventy-five percent (75%) of the premium and the employees shall pay twenty-five percent (25%) of the premium.

7.4 Dental Plan

The parties agree to a dental plan compulsory for all eligible employees on the following basis:

- (a) Basic Dental Services (Plan 'A') paying for eighty percent (80%) of the approved schedule of fees;
- (b) Prosthetics, Crowns, and Bridges (Plan 'B') paying for fifty percent (50%) of the approved schedule of fees;
- (c) Orthodontics (Plan 'C') paying for fifty percent (50%) of the approved schedule of fees to a lifetime maximum of three thousand dollars (\$3,000.00) for adults and dependent children as defined by the Plan.
- (d) The Employer shall pay eighty-five percent (85%) of the premium and the employees shall pay fifteen percent (15%) of the premium.
- (e) The compulsory feature does not apply to those employees who have coverage under some other dental plan provided they advise the Superintendent of Golf Facilities in writing of their plan number and carrier name.

7.5 Group Life Insurance

All eligible employees shall join the Group Life Insurance Plan, provisions of which are outlined hereunder:

- (a) coverage shall be one and one-half (1½) times basic annual salary, which shall be computed to the next higher one thousand dollars (\$1,000.00);
- (b) coverage will be provided until age sixty-five (65) without the payment of premiums in the case of an employee becoming totally and permanently disabled prior to age sixty-five (65);
- (c) the Employer shall pay seventy-five percent (75%) of the premium and the employees shall pay twenty-five percent (25%) of the premium.
- (d) Optional Group Life Insurance

Subject to the provisions of the Plan, eligible employees shall be entitled to purchase optional Group Life Insurance coverage in units of ten thousand dollars (\$10,000.00) up to a maximum of two hundred and fifty thousand dollars (\$250,000.00). The employee shall pay one hundred percent (100%) of the premiums for the optional coverage.

7.6 Retirement

- (a) Employees who are eligible shall be covered by the provisions of the *Public Sector Pension Plans Act*.
- (b) All employees shall be retired in accordance with the provisions of the *Public Sector Pension Plans Act*, and on retiring shall receive thirty (30) working days' pay.

- (c) Annual vacation entitlement in year of retirement shall be in accordance with Article 10.7.

7.7 Service Severance Pay

It is agreed and understood that "Service Severance Pay" shall be paid to eligible employees of the Employer on the following basis:

- (a) Employees leaving the service of the Employer other than on retirement and who have completed ten (10) years of service or more shall be paid two (2) days for each year of service.
- (b) Employees retiring from the service of the Employer shall be paid at the rate of four (4) working days for each year of service with the Employer.
- (c) For the purpose of Service Severance Pay, the following definitions shall apply:
 - (1) "Retirement" - shall be defined as an employee leaving the service of the Employer at any time following attainment of the minimum retirement age as established under the Pension (Municipal) Act, upon receipt of a disability allowance in accordance with the provisions of the Pension (Municipal) Act, or having twenty-five (25) years or more of pensionable service but leaving the service of the Employer prior to attainment of retirement age.
 - (2) "Day's Pay" - shall be defined as pay for one (1) day at the then current rate of pay for the classification in which the employee was regularly employed.

7.8 Same Sex Benefit Coverage

An employee who co-habits with a person of the same sex, and who promotes such person as a "spouse" (partner), and who has done so for a period of not less than twelve (12) months, will be eligible to have the person covered as a spouse for purposes of Medical, Extended Health, and Dental benefits.

7.9 Continuation of Pension Contributions

Where, due to a layoff, an employee has their hours of work reduced and employment status changed, the employee shall continue to contribute to the Municipal Pension Plan. Contributions made by the Employer and the employee shall be made on the basis of the new hours worked, and are subject to the requirements of the *Public Sector Pension Plans Act*.

ARTICLE 8 – GRIEVANCE PROCEDURE AND ARBITRATION

8.1 Grievance Procedure

During the term of this Agreement, any difference concerning the discipline, dismissal, or suspension of an employee or the interpretation, application, operation, or any alleged violation

of this Agreement, including any question as to whether any matter is arbitrable, shall without stoppage of work, be finally and conclusively settled under and by the following procedure.

An employee shall meet with the appropriate Supervisor within fifteen (15) days, with or without a Union representative, to discuss an employee's complaint to determine whether the matter can be resolved or is to be formalized as a grievance.

Step 1

If a satisfactory settlement of the complaint is not reached with the appropriate Supervisor, the matter may be submitted in writing as a formal grievance within ten (10) days of the above meeting to the Superintendent of Golf Facilities (or designate) who will meet with the Union representative within ten (10) days of receipt of the grievance.

Step 2

Failing settlement within ten (10) days under Step 1 above, the Union's Grievance Committee and/or representative may, within no more than fifteen (15) days, submit the matter in writing to the Chief Administrative Officer (or designate) who may, within ten (10) days, meet with the employee(s), the Grievance Committee, and any other persons involved with a view to resolving the matter.

Step 3

If a satisfactory settlement is not reached within fifteen (15) days after the date of the Step 2 reply, the Union may, within no more than thirty (30) days, refer the matter to Arbitration.

Notwithstanding the above, if the party that referred a grievance to Arbitration does not pursue the grievance within ninety (90) days of the date the grievance was referred to Arbitration, the grievance shall be deemed to have been abandoned.

8.2 Arbitration

- (a) Either party shall notify the other, in writing, of the question(s) to be arbitrated and shall endeavour to select a mutually agreeable single Arbitrator to hear the grievance.
- (b) By agreement, the parties may elect to have the grievance heard by a Board of Arbitration, with each party nominating a representative; the representatives shall agree on a third member of the Board, who shall be the Chair.
- (c) If the parties are unable to agree on an Arbitrator, or if their representatives are unable to agree on a Chair, either party to this Agreement may request the Minister of Labour of the Province of British Columbia to appoint an Arbitrator or Chair.

Each party shall bear one-half (½) of the expenses and compensation of the Arbitrator or Chair, along with the expenses and compensation of their respective representatives on a Board, if applicable.

The decision of the Arbitrator or a majority of the Board shall be final and binding on all persons bound by this Agreement.

ARTICLE 9 – GENERAL PROVISIONS

9.1 Sexual Harassment

The Employer and the Union agree that sexual harassment shall not be tolerated in the workplace.

9.2 Changes Affecting the Agreement

The Employer agrees that any reports or recommendations made to Council dealing with matters covered by this Agreement including recommendations for changes in method of operation that may affect wage rates, workloads or reduction of employment will be communicated to the Union at such interval before they are dealt with by Council as to afford the Union reasonable opportunity to consider them and make representations to Council concerning them and further that if employees are deprived of employment by any implementation of such change, they shall receive priority consideration for other employment with Northlands Golf Course.

9.3 Clothing Provisions

The Employer shall supply:

- (a) five (5) pairs of clean coveralls per week for the Mechanic; and
- (b) an annual allowance of up to seventy-five dollars (\$75.00) as reimbursement of the cost of raingear for all Turf Maintenance Employees subject to presentation of receipts.
- (c) The Employer shall provide Golf Shop Employees with suitable clothing which identifies them to customers as representatives of the Employer. Employees shall be responsible for cleaning the clothing.

9.4 Safety Work Boot Allowance

Regular Employees who are required to wear safety work boots in accordance with WorkSafeBC regulations shall be paid an allowance of twenty-five dollars (\$25.00) on March 1st of each year.

ARTICLE 10 – ANNUAL VACATION AND STATUTORY HOLIDAYS

10.1 Eligibility

Regular Employees shall be eligible for statutory holidays with pay.

Statutory holidays shall be treated as regular working days for Seasonal Employees. Thus, a Seasonal Employee who works on a statutory holiday will be paid at straight time for the regular daily hours and compensated at normal overtime rates for any hours worked in excess of regular daily or weekly hours. Similarly, a Seasonal Employee who does not work on a statutory holiday will not receive any pay or compensating time off in lieu of the holiday.

10.2 Vacation Entitlements

- (a) For the purposes of this Article “calendar year” shall mean the twelve (12) month period from January 01 to December 31, inclusive.
- (b) Employees leaving the service of the Employer in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with the *Employment Standards Act*.
- (c) Paid annual vacations for Regular Employees shall be allowed as follows:
 - (1) Fifteen (15) working days of annual vacation during the second (2nd) up to and including the seventh (7th) calendar year of service. In the first calendar year of service, vacation will be granted on the basis of one-twelfth ($\frac{1}{12}$) of fifteen (15) working days for each month, or portion of a month greater than one-half ($\frac{1}{2}$), worked by December 31st.
 - (2) Twenty (20) working days of annual vacation during the eighth (8th) up to and including the fifteenth (15th) calendar year of service.
 - (3) Twenty-five (25) working days of annual vacation during the sixteenth (16th) up to and including the twenty-third (23rd) calendar year of service.
 - (4) Thirty (30) working days of annual vacation during the twenty-fourth (24th) and all subsequent calendar years of service.
 - (5) Employees who leave the service of the Employer after completion of twelve (12) consecutive months of employment, shall receive vacation for the calendar year in which termination occurs, on the basis of one-twelfth ($\frac{1}{12}$) of their vacation entitlement for that year for each month greater than one-half ($\frac{1}{2}$) worked to that date of termination.
 - (6) Except as otherwise provided in Article 10.9, all vacation allowance to be earned during a calendar year must be taken during the said calendar year.
 - (7) Scheduling of annual vacation shall be subject to approval by the Supervisor, based on operational requirements, notwithstanding that no employee may schedule more than one (1) week vacation between June 01 and September 30.

10.3 Vacation and Probation

Any vacation entitlement due in accordance with Article 10.2 shall be taken after successful completion of the probationary period.

10.4 Vacation and Termination

In all cases of termination of service for any reason, reimbursement shall be required for any over-payment of vacation.

10.5 Vacation and Public Holidays

In the case of a Public Holiday falling on or observed on a regular work day while an employee is on annual vacation, the employee shall be granted an extra day in lieu of such holiday.

10.6 Vacation and Sick Leave

Except for a hospitalization period, which may occur during a scheduled annual vacation or whenever an illness or injury occurs prior to a scheduled annual vacation preventing an employee from commencing that vacation period, sick leave shall not be granted during a scheduled annual vacation.

10.7 Vacation and Retirement

(a) Any Regular Employee:

- (i) who has reached minimum retirement age as defined in the *Public Sector Pension Plans Act* and has completed at least ten (10) years of pensionable service in accordance with the *Act*; or
- (ii) whose age and years of service with the Employer total eighty (80) or more,

shall be entitled to receive full annual vacation on termination of employment for any reason. All other employees who leave the service shall be entitled to vacation in accordance with the appropriate clauses in this Article.

(b) Early Retirement

An employee entitled to twenty-five (25) or more days of annual vacation shall be entitled to defer up to five (5) days per year of vacation into an Early Retirement Bank. An employee entitled to thirty (30) or more days of annual vacation shall be entitled to defer up to ten (10) days per year of vacation into an Early Retirement Bank. Such deferred vacation may only be taken immediately prior to retirement. The Employer may, at its sole discretion, permit an employee to use such banked vacation under other circumstances.

10.8 Vacation Pay

- (a) All employees will be paid during their annual vacations at their respective regular or classified rates of pay.
- (b) As soon as possible following December 31st in each year, a vacation pay adjustment will be made in a lump sum to all employees where such employees' basic annual earnings exclusive of overtime and any other premium payments not normally taken into account in the computation of annual vacation pay exceeded their regular base rate earnings during the year in question. Such cash payments shall reflect the proportionate difference between the actual annual basic earnings and regular base rate earnings applied to the employee's annual vacation pay for the year in question, but shall not be paid in any case where the total amount payable is less than one dollar (\$1.00).

10.9 Vacation Scheduling

An employee who is entitled to annual vacation of twenty (20) working days or more in any year:

- (a) shall take at least fifteen (15) working days of such annual vacation during the year in which he/she earns such vacation; and
- (b) the maximum deferred vacation which an employee may accumulate at any one time shall be twenty (20) working days.
- (c) Should an employee not be able to schedule their vacation in the year, the vacation year may be extended until March 1st of the following year.

10.10 Supplementary Vacation

In addition to annual vacation entitlement under Article 10.2(b), each Regular Employee upon commencing their eleventh (11th), sixteenth (16th), twenty-first (21st), twenty-sixth (26th), thirty-first (31st), or thirty-sixth (36th) calendar year of service shall thereupon become entitled to five (5) working days of supplementary vacation. It is understood between the parties that each employee shall become entitled to supplementary vacation on the first day of January in the year in which they qualify for such supplementary vacation. An employee shall retain supplementary vacation entitlement notwithstanding that such employee's employment is terminated prior to the end of the period to which the entitlement applies. An explanatory note and table is annexed hereto as Schedule "B" for the purposes of clarification.

10.11 Statutory Holidays – Pay

If a Statutory Holiday falls on a day off, the Employer will give the option of either banking a day or having a day in lieu scheduled in the same pay period.

- (a) Scheduled Day Off: An employee will receive normal straight time pay for any statutory holiday or any day proclaimed in lieu thereof provided that on the scheduled working day immediately before and/or on the scheduled working day immediately following

the holiday, they were at work or on sick leave, or on annual vacation or on approved leave of absence not exceeding ten (10) working days.

- (b) Scheduled Work Day: If an individual works on a Statutory Holiday, the individual will receive payment for regularly scheduled hours. When an employee is scheduled to work on a Statutory Holiday, the employee will be paid at one hundred and fifty percent (150%) of the regular straight time rate for all scheduled hours of work plus an amount equal to the number of hours in their regularly scheduled shift at straight time rate for the Statutory Holiday. Any overtime on the Statutory Holiday will be paid at one hundred and fifty percent (150%) of the regular straight time rate.

10.12 Statutory Holidays – Scheduling

- (a) Acknowledged Holidays

For the purposes of this Agreement, the following are acknowledged as statutory holidays:

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

or days in lieu of these listed holidays and any other public holidays and any other public holiday gazetted, declared, or proclaimed by the Federal Government or the Government of the Province of British Columbia.

*If/when Family Day ceases to be a provincial public holiday under the laws of British Columbia, Family Day will no longer be considered a Public Holiday for the purposes of this Collective Agreement.

- (b) Saturdays and Sundays

When a statutory holiday falls on a Saturday or a Sunday and another day is not proclaimed in lieu thereof in accordance with Article 10.12(a), a day off in lieu thereof will be given on the last working day immediately preceding or the first working day immediately following the weekend on which the statutory holiday or holidays fall. The day off in lieu will be chosen by the Employer and taken by employees either individually or in groups at the Employer's discretion.

- (c) Notice to Work

Employees who are required to work on a day designated in lieu of a statutory holiday or holidays as provided above shall be notified by the Employer of such requirement to work not less than fourteen (14) days prior thereto, and in such event shall be paid at straight time rates and shall have their day in lieu rescheduled, providing such

rescheduled day shall be consecutive with the weekend on which the statutory holiday or holidays fall.

In the event of notification by the Employer of less than fourteen (14) days prior thereto, an employee who works on the designated day in lieu will be paid at overtime rates for all time worked plus regular salary for the day, and shall not be entitled to another day off in lieu thereof.

ARTICLE 11 – SICK LEAVE AND LEAVES OF ABSENCE

11.1 Sick Leave and Workers' Compensation Board

- (a) Regular Employees shall be granted Sick Leave with pay of up to twelve (12) working days per year cumulative, accrued at the rate of one (1) day per month, to a maximum of one hundred and twenty (120) working days.
- (b) Notwithstanding the foregoing, the Employer may, at its own discretion, grant further periods of Sick Leave in special circumstances.
- (c) Medical certificates may be required by the Employer as proof of sickness.
- (d) Workers' Compensation
 - (1) Where an employee suffers from a disease or illness or incurs personal injury (which disease, illness, or injury is hereinafter called the "disability") and is entitled to compensation therefor under the Workers' Compensation Act, the employee shall not be entitled to use sick leave for time lost by reason of any such disability.
 - (2) All monies received by an employee under the said Act shall be retained by the employee and the employee shall not be entitled to payment of wages from the Employer during such period of disability.
 - (3) Where an employee becomes entitled to Workers' Compensation and payment is not made for the first day or part day, such day or part day shall be paid by the Employer.
 - (4) Where an employee is absent on a WCB absence for a period in excess of thirty (30) calendar days, MSP, Dental, EHC, and Group Life Insurance benefits shall continue uninterrupted during the period of time the employee is on such leave provided that the employee makes arrangements as soon as possible following thirty (30) calendar days following the commencement of the WCB absence to pay their share of the benefit premiums for that period where the premiums are cost-shared. Where an employee makes arrangements to continue benefits coverage all benefits named in this paragraph shall continue.

Pension contributions will cease during the period of the leave unless the employee makes arrangements prior to commencing the leave to pay their share of contributions pursuant to the provisions of the Public Sector Pension Plans Act.

(e) Sick Leave Reimbursement

An employee who has received sick leave benefits for injuries caused by a third party shall be obliged, in the event such employee undertakes an action for recovery of damages against the third party, to seek recovery of the total cost of wages and benefits paid to the employee while on sick leave. The employee shall be obliged to reimburse the Employer to the extent the employee succeeded in recovering such wages and benefits. This provision includes claims made to ICBC.

(f) Family Illness

Where no one other than the Regular Employee can provide for the care of an immediate member of the employee's family (defined as spouse, child, parent and parent-in-law) during an illness, an employee shall be entitled, after notifying the employee's immediate Supervisor, to use up to two (2) accumulated sick leave days per calendar year for this purpose.

In order to comply with the requirements regarding eligibility for EI Rebates, only those Regular Employees who have more than twelve (12) days' sick leave credits at the time of usage are entitled to use sick leave for family illness as outlined herein."

11.2 Bereavement Leave

- (a) Any Regular Employee who has completed six (6) months of employment may be granted Bereavement Leave without loss of pay for a period not to exceed three (3) working days in the following events:
- (1) in the case of the death of the employee's spouse, child, ward, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, parent, parent-in-law, grandparent, grandchild, or guardian;
 - (2) in the case of the death of any other relative if living in the employee's household.
- (b) Any employee who qualifies for Bereavement Leave without loss of pay under paragraph (a) herein, and who is required to travel to a point outside the Lower Mainland of British Columbia, may be granted additional leave without loss of pay for a further period of two (2) working days.
- (c) Request for leave under paragraph (b) herein shall be submitted to the Superintendent of Golf Facilities (or designate) who will determine and approve the number of days required in each case.

- (d) An employee who qualifies for Bereavement Leave without loss of pay under paragraph (a) herein may be granted such leave when on annual vacation if approved by the Superintendent of Golf Facilities (or designate). An employee who is absent on sick leave with or without pay or who is absent on Workers' Compensation, shall not be entitled to such Bereavement Leave without loss of pay.
- (e) Upon application to and upon receiving the permission of the Superintendent of Golf Facilities (or designate), an employee may be granted leave of up to one-half (½) day without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered by paragraph (a) herein.

11.3 Jury Duty Leave

A Regular Employee called for Jury Duty, or as a Witness by subpoena will be allowed time off during the period of such duty with continuance of regular pay. Any remuneration received for such duty will be remitted to the District Treasurer, provided however that the Employer will not make any allowance for payment of additional transportation costs, parking fees, or meals incurred while on such duty, nor shall these costs be deducted from the fees received.

11.4 Maternity and Parental Leave

(a) Length of Leave - Birth Mother

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

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

(b) Birth Father and Adoptive Parent

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

(c) Extensions – Special Circumstances

An employee shall be entitled to extend the maternity leave by up to an additional six (6) consecutive weeks' leave without pay where a physician certifies the employee as unable to return to work for medical reasons related to the birth.

An employee shall be entitled to extend the parental leave by up to an additional five (5) consecutive weeks' leave without pay where the child is at least six (6) months of age before coming into the employee's care and custody and the child is certified as suffering from a physical, psychological, or emotional condition.

Provided, however, that in no case shall the combined maternity and parental leave exceed fifty-two (52) consecutive weeks following the commencement of the leave.

(d) Notice Requirements and Commencement of Leave

- (1) An employee who requests parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.
- (2) An employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. (In the case of adoption of a child, the employee shall provide as much notice as possible).
- (3) An employee on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date she or he intends to return to work.
- (4) An employee who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.
- (5) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, her maternity leave will be deemed to have started on the date she gave birth.

(e) Return to Work

On resuming employment an employee shall be reinstated in his or her previous or a comparable position and for the purposes of benefits, referenced in (g) herein, and vacation entitlement (but not for public holidays or sick leave), maternity, and parental leave shall be counted as service. Vacation pay shall be prorated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation which is unpaid.

(f) Sick Leave

- (1) An employee on maternity leave or parental leave shall not be entitled to sick leave during the period of leave.
- (2) Subject to paragraph (f)(1), an employee on maternity leave or parental leave who has notified the Superintendent of Golf Facilities or designate of his or her intention to return to work pursuant to paragraph (d)(4) and who subsequently suffers any illness or disability which prevents him or her from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which he or she would otherwise have returned to work.

(g) Benefits

- (1) MSP, Dental, EHB, and Life Insurance benefits shall continue uninterrupted during the period of time the employee is on maternity and/or parental leave provided that the employee makes arrangements prior to commencing the leave to pay his or her share of the benefit premiums for that period where the premiums are cost-shared. Where an employee makes arrangements to continue benefits coverage, all benefits named in this paragraph shall continue.
- (2) Pension contributions will cease during the period of leave. Any purchase of pension for the leave period must be done in accordance with the Rules of the Municipal Pension Plan.

(h) Supplementary Employment Insurance Benefits

- (1) Birth mothers who are entitled to maternity leave and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments.
- (2) Subject to the approval of the Employment Insurance Commission, birth fathers who, due to the death or total disability of the birth mother, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.
- (3) The SEIB Plan is intended to supplement the Employment Insurance benefits received by employees while they are temporarily unable to work as a result of giving birth.
- (4) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and ninety-five percent (95%) of their gross weekly earnings and is paid as follows:
 - (i) for the first six (6) weeks, which includes the Employment Insurance waiting period; and
 - (ii) up to an additional eleven (11) weeks will be payable if an employee continues to receive Employment Insurance benefits and is unable to work due to a valid health reason related to the birth and provides the Employer with satisfactory medical evidence.
- (5) The Plan meets the requirements of Section 38 of the Employment Insurance Regulations, specifically that, when combined with an employee's weekly Employment Insurance benefit, the payment will not exceed the claimant's normal weekly earnings from employment and an employee's accumulated leave credits will not be reduced.
- (6) Income tax rules or regulations may require a payback of Employment Insurance earnings, depending upon the tax rules in effect at the time an employee is

receiving benefits. Under the SEIB Plan, the Employer does not guarantee any specific level of earnings but rather are liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any paybacks arising from changes to or the application of the tax regulations.

11.5 Negotiations and Union Representative's Leave

- (a) In the event of discussion being considered necessary by either party during the term of this Agreement relating to rates of pay, hours of work, or other working conditions, it is agreed that either party may require the other party to meet in order to carry on such discussions.
- (b)
 - (1) All applications for leave of absence granted with or without pay shall be granted only to those official Union representatives whose absence in any specific case does not interfere with the operation of the Employer. Requests for such leave of absence shall nevertheless be given precedence over any other applications for leave on the same day.
 - (2) With respect to any leave of absence granted without pay, the Employer shall continue to pay each representative's regular wage or salary and shall render an account to the Union for such amount, including the Employer's contribution on behalf of each such representative for Group Life Insurance coverage, Medical coverage, Sickness and Accident Insurance coverage, and Municipal Pension. The Union shall then reimburse the Employer to the amount of the account rendered within sixty (60) days.
 - (3) Upon application to and upon receiving the permission of the Manager of Human Resources (or designate) in each specific case:
 - (a) up to two (2) official representatives of the Union may be granted time off without loss of pay for the purpose of collective bargaining with the Employer; and
 - (b) one (1) official representative of the Union may be granted time off without loss of pay for the purpose of settling a grievance as outlined elsewhere in this Agreement.
 - (4) Upon application to and upon receiving the permission of the Manager of Human Resources (or designate) in each specific case, official representatives of the Union shall be granted leave of absence without pay for the purpose of transacting other business in connection with matters affecting members of the bargaining unit or in connection with other matters affecting the Canadian Union of Public Employees.
 - (5) The Employer agrees that any full-time officer of the Union who is on leave of absence for the purpose of performing their duties as an officer of the Union shall not lose seniority in the service of the Employer and shall continue to

accumulate seniority while performing such duties. Upon retirement from duties as an officer of the Union, such former Union officer shall be entitled to return to a position within the class of position to which the employee's former position was allocated and for which the employee is qualified if any position within such class is held by an employee with less seniority than their own. If all of the positions within such class are held by employees with more seniority than their own or have been abolished, such former Union officer shall be entitled to return to any other vacant position for which the employee is qualified.

- (6) The Union shall provide the Employer with a list of its elected officers, job stewards, and any other official representatives. This list shall be kept current by the Union at all times.

SIGNED ON BEHALF OF THE EMPLOYER:

“Mike Little”

Mayor

“Linda Brick”

Deputy Municipal Clerk

February 13, 2019

Date

SIGNED ON BEHALF OF THE UNION:

“Cindy McQueen”

President

“Rod Smele”

Secretary/Treasurer

March 6, 2019

Date

SCHEDULE "A"HOURLY WAGE RATESEffective 2016 January 01

Job Title	2016 Jan. 01	2017 Jan. 01	2018 Jan. 01	2019 Jan. 01	2019 Jan. 02
Cart Attendant	\$15.08	\$15.31	\$15.62	\$15.93	\$15.93
Cashier	\$20.76	\$21.07	\$21.49	\$21.92	\$21.92
Lead Cashier	\$22.93	\$23.27	\$23.74	\$24.21	\$24.21
Entry Level Groundsperson	\$21.36	\$21.68	\$22.11	\$22.55	\$22.55
Golf Course Maintenance Worker 2	\$23.27	\$23.62	\$24.09	\$24.57	\$24.57
Golf Course Maintenance Worker 3	\$25.79	\$26.18	\$26.70	\$27.23	\$28.23
Clubhouse Landscape Maintenance Worker	\$25.79	\$26.18	\$26.70	\$27.23	\$27.23
Mechanic	\$36.35	\$36.90	\$37.64	\$38.39	\$38.39
Irrigation Technician	\$31.97	\$32.45	\$33.10	\$33.76	\$33.76
Lead Hand *					
Step 1	\$27.33	\$27.74	\$28.29	\$28.86	\$28.86
Step 2	\$28.31	\$28.73	\$29.30	\$29.89	\$29.89
Assistant Turfcare Supervisor	\$34.32	\$34.83	\$35.53	\$36.24	\$36.24

NOTE: *2-step rate with advancement to next step twelve (12) months from anniversary date of employment, subject to satisfactory progress.

SCHEDULE "B"SUPPLEMENTARY VACATIONS: EXPLANATION OF THE TABLE

In the table, the figure to the left of the oblique stroke shows the number of working days* of regular annual vacation.

The figure to the right of the oblique stroke shows the number of working days of supplementary vacation, and appears in the calendar year in which they are credited to an employee. These supplementary vacation days may be taken in any of the years beginning with the one in which they were credited but prior to the one in which the next five (5) days are credited.

Example:

An employee hired in 2004 is in their eleventh (11th) calendar year during 2014. The employee in 2014 will be credited with five (5) supplementary working days which may be taken at any time between 2014 and 2018, both years included. In 2019 the employee will be credited with a further five (5) supplementary working days, etc.

*The working day entitlement is based upon a five-day work week.

TABLE SHOWING REGULAR ANNUAL VACATION AND SUPPLEMENTARY VACATION
ENTITLEMENT IN WORKING DAYS FOR THE YEARS 2014 TO 2023 BY YEAR HIRED

Year Hired	ENTITLEMENT YEAR									
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
2021	--	--	--	--	--	--	--	--	15/-	15/-
2020	--	--	--	--	--	--	--	15/-	15/-	15/-
2019	--	--	--	--	--	--	15/-	15/-	15/-	15/-
2018	--	--	--	--	--	15/-	15/-	15/-	15/-	15/-
2017	--	--	--	--	15/-	15/-	15/-	15/-	15/-	15/-
2016	--	--	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-
2015	--	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-
2014	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-
2013	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5
2012	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-
2011	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-
2010	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-
2009	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-
2008	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5
2007	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-
2006	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-
2005	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-
2004	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-
2003	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5
2002	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-
2001	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-
2000	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-
1999	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-
1998	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5
1997	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-
1996	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-
1995	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-
1994	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/	30/-	30/-
1993	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1992	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1991	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1990	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1989	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1988	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1987	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1986	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1985	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1984	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1983	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5

LETTER OF UNDERSTANDING

between the

DISTRICT OF NORTH VANCOUVER ON BEHALF OF NORTHLANDS GOLF COURSE
(hereinafter called the "Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 389
(hereinafter called the "Union")

Collectively called the "Parties"

ADDICTION TREATMENT SUPPORT

WHEREAS the Parties understand that successful addiction treatment is enhanced by the active participation of the Employer, the Union, and the employee in need of treatment;

THEREFORE it is agreed between the Employer and the Union to implement the following plan when a Regular employee is in need of assistance for addiction treatment:

1. Where a Regular employee is in need of assistance regarding substance abuse or substance addiction, that employee will be eligible for reimbursement of inpatient or outpatient treatment expenses, not eligible through the Extended Health Care plan, provided that:
 - a) The employee participates in an independent medical examination (at the cost and choice of the Employer) and/or assessment, if requested by the Employer (provided the employee is medically able to participate);
 - b) The independent medical examination and/or assessment shall be conducted by an appropriately qualified practitioner;
 - c) Treatment and monitoring plans will be determined by qualified practitioner and/or treatment provider;
 - d) The employee will participate in and comply with the treatment plan;
 - e) Following completion of the treatment plan, the employee will enroll in a monitoring plan, if recommended by the qualified practitioner. The employee will comply with all terms of the monitoring program;
 - f) The Employer will contribute twenty-five percent (25%), up to a lifetime maximum of one thousand five hundred dollars (\$1,500) toward treatment;
 - g) The Employer will establish a loan program for the purpose of supporting an employee with respect to addiction treatment. Through this program, reimbursement is capped at fifty percent

(50%) of approved treatment and monitoring costs, to a lifetime maximum Employer contribution of four thousand dollars (\$4,000) per Regular employee;

- h) Access to the loan provisions are contingent on the employee funding a minimum twenty-five percent (25%) of costs;
 - i) The employee shall repay the above loan amount(s) at a rate of up to two hundred dollars (\$200) per pay period until the full amount of the loan is repaid in accordance with the loan program. The Employer will provide the employee with a regular written statement of loan charges and repayments until it is discharged.
2. The parties agree that a breach of any of the above conditions may result in any or all of the following consequences, to be determined at the sole discretion of the Employer:
- a) If the employee has not yet returned to work, discontinuation of the employees benefits until such time as the employee provides medical information satisfactory to the Employer that the employee is in compliance with the treatment plan according to the qualified practitioner, the monitoring plan according to the monitor, and/or other medical recommendations; and/or
 - b) If the employee has returned to work, removal of the employee from the workplace until such time as the employee provides medical information satisfactory to the Employer that the employee is in compliance with the treatment plan, the monitoring plan and/or other medical recommendations.

In each case above, the Employer will require confirmation within two (2) weeks of the breach that the employee is taking steps to ensure compliance with the treatment plan, and/or the monitoring plan. In the event of a failure to comply, the Employer shall investigate the circumstances and establish an appropriate course of action.

- 3. Upon request, the Parties agree to meet and discuss developments in medical and other addiction treatment methods and recovery approaches.
- 4. The Employer and/or the Union may cancel this Letter of Understanding at any time upon ninety (90) days' written notice to either party.

DATED 14th day of February, 2018 in the District of North Vancouver.

Signed on behalf of the District of the North
Vancouver

“Chris Gonev”

Chris Gonev
Senior Human Resources Advisor, Human
Resources

Signed on behalf of the Canadian Union of Public
Employees, Local 389

“Cindy McQueen”

Cindy McQueen
President, CUPE Local 389