

COLLECTIVE AGREEMENT

BETWEEN

THE DISTRICT OF PORT HARDY

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2045**

JANUARY 1, 2007 TO DECEMBER 31, 2009

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THIS AGREEMENT made this _____ day of _____, 2007.

BETWEEN:

THE DISTRICT OF PORT HARDY

(hereinafter called the "Employer")

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 2045

(hereinafter called the "Union")

It is the purpose of both parties to this Agreement:

- (a) To improve relations between the Employer and the Union and provide settled and just conditions of employment.
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.
- (c) To encourage efficiency in operations.
- (d) To promote the morale, well-being and security of all employees in the bargaining unit of the Union, and

It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

ARTICLE 1 - DEFINITIONS

1.01 Regular Full-Time Employee

A regular full-time employee is an employee who has completed the probationary period and who works the full-time hours of eight (8) hours per day five (5) days per week or forty (40) hours per week and twelve (12) months of the year. Regular full-time employees shall accumulate seniority on the number of hours worked.

1.02 Regular Part-Time Employee

A regular part-time employee is one who works on a regularly scheduled basis of less than full-time hours per day or per week. Regular part-time employees shall accumulate seniority on the number of hours worked and shall be entitled to benefits as specifically enumerated elsewhere in the Agreement. All available hours shall be allocated on a seniority basis, provided the employee meets the qualifications of the position in which the hours are available.

Part-time employees who desire extra hours shall submit their names to the Employer, three (3) times per year, May 1st, August 1st, and December 1st, indicating in which positions they would like the extra hours. Such letter must also show the employee's qualifications for the above-mentioned positions.

1.03 Casual Employee

A casual employee is one who works on a casual intermittent basis and is not scheduled to work on a regular basis. A casual employee shall accumulate seniority on the number of hours worked for the primary purpose of attaining a regular full-time or regular part-time position. Additionally, following the assignment of hours to regular part-time employees, any remaining hours shall be allocated on a seniority basis. A casual employee shall not be entitled to General Holidays or Vacation with pay but shall receive eight point two percent (8.2%) in lieu thereof in addition to their hourly rate of pay.

1.04 Probationary Period

Newly hired employees shall be considered on a probationary basis for a period of sixty (60) working days from date of hire.

1.05 Seniority

For the purposes of this Agreement, seniority shall be used for scheduling, promotions, staff changes, lay-off, permanent reduction of the work force, and recall, as set out in other provisions of this Agreement.

1.06 Length of Service

For the purposes of this Agreement the employees' service date shall be their date of achieving regular full-time/regular part-time status and shall be used for all service related benefits.

1.07 Time Worked

- (a) For the purposes of this Clause, time worked for regular full-time employees includes sick leave, pregnancy, parental or family responsibility leave, bereavement leave, jury duty, vacation with pay, and any approved leaves of absence with pay.
- (b) For the purposes of this Clause, time worked for regular part-time employees includes sick leave, pregnancy, parental or family responsibility leave, bereavement leave, jury duty and any approved leaves of absence with pay.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Management Rights

The Union recognizes that it is the right of the Employer to exercise the regular and customary function of the Employer and to direct the working forces, subject to the terms of this Agreement. The question of whether any of these rights is limited by this Agreement shall be decided through the Grievance and Arbitration procedure.

2.02 No Discrimination

The Employer shall exercise its rights in a fair and reasonable manner. The Employer's rights shall not be used to direct the working force in a discriminatory manner. Nor shall these rights be used in a manner which would deprive any employee of their employment, except through just cause.

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 2045 as the sole and exclusive collective bargaining agent for all of its employees employed in the pool and arena and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 Work of the Bargaining Unit

Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases mutually agreed upon in writing by the parties.

3.03 No Other Agreements

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

3.04 Right of Fair Representation

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. For the purpose of meetings, such representative(s)/advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement. The premises are to be defined as the Municipal office.

3.05 Union Officers and Committee Members

Union Officers and Committee Members shall be entitled to leave their work during working hours in order to carry out their functions under this Agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing such Union duties, including work performed on various committees, shall be considered as time worked.

Collective Agreement

- (a) The Employer will acquaint new employees being hired with the existence of a Union and issue them a copy of the Collective Agreement.
- (b) The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and the employee's rights and obligations under it. Therefore, the Employer shall print sufficient copies of the Agreement within thirty (30) days of signing for distribution to each employee.

ARTICLE 4 - HUMAN RIGHTS

4.01 Employer Shall Not Discriminate

The Employer and the Union agree that there shall be no discrimination exercised or practiced in relation to the enumerated categories in the Human Rights Code or because of any employee's Union activities.

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT

5.01 All Employees to be Members

Within one (1) week of the signing of this Agreement, all employees of the Employer shall, as a condition of employment, become and remain members in good standing of the Union, according to the constitution and by-laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) calendar days of employment.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 Check-Off Payments

The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

6.02 Deductions

Deductions shall be forwarded in one (1) cheque to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month for which the dues were levied. The cheque shall be accompanied by a list of the names, addresses, classifications and sex of employees for whose wages the deductions have been made together with the hours worked and the amounts deducted in each case. This list shall indicate promotions, demotions, hirings, lay-offs, transfers, recalls, resignations, retirements, deaths and other terminations of employment. A copy of this list shall be forwarded by the Employer to the Secretary-Treasurer of the Canadian Union of Public Employees, Local 2045.

6.03 Dues Receipt

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

ARTICLE 7 - N/A

ARTICLE 8 - CORRESPONDENCE

8.01 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Administrator of the Employer and the Unit Chairperson of the Union with a copy to the Recording Secretary of the Union.

ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE

9.01 Establishment of Committee

A Labour Management Committee shall be established consisting of up to three (3) representatives of the Union and up to three (3) representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.

9.02 Function of Committee

The Committee shall concern itself with the following general matters:

- (a) Considering measures to improve relations between Employer and employees.

- (b) Improving and extending services to the public.
- (c) Promoting safety and sanitary practices.
- (d) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- (e) Correcting conditions causing grievances.

9.03 Meeting of Committee

The Committee shall meet when there are concerns about:

- (a) Safety or sanitary concerns.
- (b) Questions concerning working conditions.
- (c) To review conditions causing grievances.

Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee. The meeting shall be held at a mutually agreeable time and place.

9.04 Chairperson of the Meeting

An Employer and a Union representative shall be designated as joint Chairpersons and shall alternate in presiding over meetings.

9.05 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint Chairpersons as promptly as possible after the close of the meeting.

The Union, the CUPE Representative and the Employer shall each receive two (2) signed copies of the minutes within three (3) days following the meeting.

9.06 Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

It is agreed that discussion and recommendations are the Committee's only function.

ARTICLE 10 - LABOUR MANAGEMENT BARGAINING RELATIONS

10.01 Representatives

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. No employees or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson.

In order that this may be carried out, the Union will supply the Employer with the names of its Officers. Likewise, the Employer shall supply the Union with a list of its Supervisory personnel with whom the Union may be required to transact business.

10.02 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed and consist of not more than three (3) members of the Union. The Union will advise the Employer of the Union members of the Committee.

10.03 Function of Bargaining Committee

All matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions, shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement.

10.04 Time Off For Meeting

Any representative of the Union or the Bargaining Committee, who is in the employ of the Employer, shall have the right to attend meetings held within working hours without loss of remuneration.

ARTICLE 11 - RESOLUTIONS AND REPORTS OF THE EMPLOYER

11.01 Employer Shall Notify Union

Any reports or recommendations about to be made to the regular meeting of Council dealing with matters of policy and/or conditions of employment and which affect employees within this bargaining unit, shall be communicated by the Employer to the Union in time to afford the Union a reasonable opportunity to consider them.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward may assist any employee which the Steward represents, in preparing and presenting their grievance in accordance with the Grievance Procedure.

12.02 Names of Stewards

The Union shall notify the Employer in writing of the name of the Steward, before the Employer shall be required to recognize the Steward.

12.03 Grievance Committee

The Grievance Committee shall be composed of the Unit Chair of the Union plus the Steward directly involved with the grievance.

12.04 Permission to Leave Work

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each Steward is employed by the Employer and that they should not leave their work during working hours except to perform their duties under this Agreement. Therefore, no Steward shall leave their work without obtaining the permission of their Supervisor, which permission shall be given within one (1) hour.

12.05 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement or a case where the Employer has acted unjustly, improperly, or unreasonably.

12.06 Settling of Grievances

Should any difference arise between the persons bound by this Agreement concerning its interpretation, application, operation or alleged violation thereof, there shall be no stoppage of work on account of such a difference. The employee(s) shall, along with their Steward, within twenty (20) working days of gaining knowledge of such misinterpretation, misapplication, mis-operation or alleged violation attempt to settle the matter in the following manner:

Step 1

The grievance shall be stated in writing and submitted to the Department Head. The Department Head shall meet with the employee and Union Steward within five (5) days of receipt of the grievance. The parties will have a further three (3) working days to make an investigation and bring about a settlement.

Step 2

Should the parties be unable to settle the matter under Step 1, the grievance shall be submitted to the Grievance Committee of the Employer within five (5) working days. A hearing shall be conducted with the aggrieved employee, the Grievance Committee of the Union and the Employer. The Employer shall respond in writing within five (5) working days.

Step 3

If a settlement is not reached under Step 2, the grievance shall be submitted to the Mayor within five (5) working days of receipt of response under Step 2. A hearing shall be held with the Union Steward, the employee and the Mayor. The Mayor shall respond in writing within five (5) working days of hearing the grievance.

Step 4

The parties to this Agreement agree that if a grievance has been heard through all previous steps of the Grievance Procedure, that prior to proceeding to Arbitration, they may utilize the Mediation Services under Section 87 and/or 105 of the Labour Relations Code to attempt to resolve the matter.

Step 5

If a satisfactory settlement is not reached within fifteen (15) working days after the grievance was submitted under Step 3, or following Mediation, the matter may be referred by either party to the Board of Arbitration as set out in Article 13.

12.07 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievances, Steps 1, 2 and 3 of this Article may be bypassed.

ARTICLE 13 - ARBITRATION

13.01 Composition of Board of Arbitration

A Board of Arbitration shall be formed to hear the grievance. Either party shall notify the other in writing of the question(s) to be arbitrated and the name and address of its chosen representative on the Arbitration Board. After receiving such notice and statement the other party shall, within five (5) days, appoint its representative on the Arbitration Board and give notice in writing of such appointment to the other party. Such representatives shall endeavour to select a third member who shall be Chairperson.

The parties may agree on the appointment of a single Arbitrator who shall then comprise the Arbitration Board.

13.02 Failure to Appoint

Should the representatives fail to select such a third member within five (5) days from the appointment of the last representative, either party may request the Minister of Labour of the Province of British Columbia to appoint a Chairperson.

13.03 Board Procedure

Within fourteen (14) days following the establishment of the Board of Arbitration, it shall report its decision on the grievance. The majority decision of the Board shall be final and binding on all persons bound by this Agreement but the Board shall not have the power to alter the wording of the Agreement in any way.

13.04 Decisions of the Board

When a settlement is reached at any stage of this procedure, such decision shall be final and binding on both parties.

13.05 Expenses of the Board

The expenses and compensation of the Chairperson shall be shared equally between the parties. The expenses and compensation of the representative selected shall be borne by the respective parties.

ARTICLE 14 - DISCHARGE, SUSPENSION AND DISCIPLINE

14.01 Discharge and Discipline Procedure

An employee may be dismissed or disciplined, but only for just cause, and only upon the authority of the Employer, as defined in this Agreement. The Administrator may suspend an employee but shall immediately report such action to the Employer. Prior to the imposition of discipline or discharge, an employee shall be given the reason in the presence of their Steward or Union Representative. Such employee and the Union, shall be notified promptly in writing by the Employer with full disclosure of the reason for such discipline or discharge. Failure to conform with the requirements of this Clause shall render the discipline or discharge null and void.

14.02 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 12, Grievance Procedure. Steps 1, 2 and 3 of the Grievance Procedure shall be omitted in such cases.

14.03 Designation of Supervisor

Every employee shall be notified of the name of their immediate designated Supervisor.

14.04 Crossing of Picket Lines During Strike

An employee covered by this Agreement shall have the right to refuse to cross a picket line or refuse to do the work of striking or locked out employees, or refuse to handle goods from an Employer where a strike or lockout is in effect. Failure to cross such a picket line or to perform the work of striking or locked out employees or to handle goods from an Employer where a strike or lockout is in effect by a member of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action, other than loss of wages for the period involved.

14.05 Political Action

No employee shall be disciplined for participation in any political action(s) outside of working hours.

14.06 Right to Have Steward Present

An employee shall have the right to have their Steward present at any discussion with Supervisory personnel which the employee believes might be the basis of disciplinary action. Where a Supervisor intends to interview an employee for disciplinary purposes, the Supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact their Steward to be present at the interview.

A Steward or Local Union Officer shall have the right to consult with a CUPE Staff Representative and to have them present at any discussion with Supervisory personnel which might be the basis of disciplinary action.

The above will not prevent the Supervisor from discussing matters with the employee if no immediate disciplinary action is intended.

14.07 Personnel Records

Any employee shall have the right at any time to have access to and review their personnel record.

Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record.

No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing.

An employee shall have the right to make copies of any material contained in their personnel record.

Where a reprimand is placed in the personnel file of an employee, the employee may elect to have the record of reprimand removed one (1) year after the filing, provided that no reprimand of a similar nature has been subsequently filed.

ARTICLE 15 - SENIORITY

15.01 Seniority Defined

- (a) Seniority is defined as the number of hours worked in the bargaining unit and shall include hours worked 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, lay-off, permanent reduction of the workforce, and recall, as set out in other provisions of this Agreement, provided the employee meets the qualifications of the position. Seniority shall operate on

a bargaining-unit-wide basis and shall accrue on the basis of hours worked and as indicated in Article 1 (Definitions).

- (b) Employee(s) shall be given opportunity, in seniority order, to work additional regular straight-time hours which become available, provided no overtime costs are incurred by so doing.

15.02 Seniority List

The Employer shall maintain a seniority list showing the current position, the date upon which each employee's service commenced and the total hours worked. Where two (2) or more employees commence work on the same day, preference shall be determined by lot. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

15.03 Probation for Newly Hired Employees

A newly hired employee shall be on probation only for the first sixty (60) working days of their employment. During the probation 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.

Days are to be defined as a shift of two (2) hours or more.

In assessing the discharge of a probationary employee, an Arbitrator shall take into account whether the standards expected were reasonable, whether the employee was notified of them, and given a fair opportunity to demonstrate their ability, whether the employee was notified of deficiencies in their performance, and given an opportunity to correct them, and whether the Employer's assessment of the employee was fair and reasonable.

15.04 Loss of Seniority

- (a) An employee shall not lose seniority/length of service and shall continue to accrue seniority/length of service if they are absent from work because of sickness, disability, accident, pregnancy/parental leave to the Employer (as per Clause 24.08), approved leave of absence to take a course related to the employee's job, or Union leave.
- (b) An employee shall maintain but not accrue seniority/length of service/vacation entitlement if the employee is granted a leave of absence for up to four (4) months to work for another Employer or is on lay-off for up to and including twelve (12) months.
- (c) Employees shall only lose their seniority/length of service in the event:
 - 1. They are discharged for just cause and are not reinstated.
 - 2. They are on lay-off for a period in excess of twelve (12) months.
 - 3. They resign in writing.

4. They retire.
 5. They take a leave of absence without prior approval.
 6. A casual employee who is called for work four (4) times within a four (4) month period refuses or is unavailable, unless previously arranged.
 7. An employee whose leave of absence to work for another Employer exceeds four (4) months.
- (d) Casual employees who refuse eight (8) call-ins or are not called in over a one (1) year period, unless previously arranged, shall be removed from the casual on-call roster.

15.05 Transfer and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such employee shall have the right to return to a position in the bargaining unit during their trial period, which shall be a maximum of sixty (60) working days. If an employee returns to the bargaining unit, they shall be placed in a job consistent with their seniority. Such return shall not result in the lay-off or bumping of an employee holding greater seniority.

ARTICLE 16 - PROMOTIONS AND STAFF CHANGES

16.01 Job Postings

When a new position is created, or when a vacancy of a temporary or permanent nature occurs, which shall include the resignation of an incumbent, either inside or outside the bargaining unit, the Employer shall immediately post notice of the position in the Employer's offices, locker rooms, shops, and on all bulletin boards for a minimum of one (1) week, so that all Members will know about the vacancy. However, vacancies arising from normal retirement shall be posted sixty (60) days prior to the employee's normal retirement date, with notification to the Union bargaining unit.

16.02 Information in Postings

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, number of hours of work per week, wage or salary rate or range. Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner.

16.03 No Outside Advertising

No outside advertisement for any vacancy shall be placed until the applications of present Union Members have been fully processed.

16.04 Role of Seniority in Promotions, Transfers and Staff Changes

Both parties recognize:

- (a) the principle of promotion within the service of the Employer;
- (b) that job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications, in accordance with Clause 16.02.

16.05 Trial Period

The successful applicant shall be notified within one (1) week following the end of the posting period. They shall be given a trial period of ninety (90) days, during which time they will receive the necessary training for the position. The Employer shall not curtail the trial period without just cause, before it has run its full course. Conditional on satisfactory service, the employee shall be declared permanent after the period of ninety (90) days. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

ARTICLE 17 - LAY-OFFS AND RECALLS

17.01 Definition of Lay-off

A lay-off shall be defined as a reduction in the workforce or a reduction in the regular hours of work as defined in this Agreement.

17.02 Role of Seniority in Lay-offs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the employee with less seniority. The right to bump shall include the right to bump up.

17.03 Recall Procedure

Employees shall be recalled in the order of their seniority.

17.04 No New Employees

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

17.05 Advance Notice of Lay-off

Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off twenty (20) calendar days prior to the effective date of lay-off. If the employee has not had the opportunity to work the days as provided in this Article, they shall be paid for the days for which work was not made available.

ARTICLE 18 - HOURS OF WORK

18.01 Hours of Work

(a) Pool/Arena Full-Time

1. The normal work week for a full-time employee shall be five (5) consecutive days, normally Monday to Friday. ("Normally" means except as operational requirements dictate weekend work from time to time.)
2. The normal work day for a full-time employee shall be eight (8) hours plus an unpaid meal period of one (1) hour within a span of nine (9) hours.
3. The normal work week for a full-time employee shall be forty (40) hours exclusive of meal periods.

(b) Arena Flexible Hours

Where mutually agreed, Arena employees may work four (4) consecutive ten (10) hour days with three (3) consecutive days off, which for overtime calculation purposes shall be considered to be in the same work week.

(c) Part-Time Employees

1. The normal work pattern for a part-time employee shall provide for at least two (2) consecutive days off unless mutually agreed otherwise.
2. Every attempt shall be made to schedule senior part-time employees' hours as consecutive hours of work each day.

(d) Paid Meal Break

An employee who is required to remain at the work site during their lunch break period shall be paid for that lunch break at straight time rates.

18.02 Minimum Hours

- (a) The minimum hours of work shall be two (2) consecutive hours.
- (b) Employees, who actually report for work on any work day and do not commence work, shall be paid for two (2) hours at their regular wage.

- (c) The guarantees set out in subsections (a) and (b) do not apply when an employee is unfit to work or fails to comply with the Workers' Compensation Act or applicable regulation(s).

The existing schedule and hours will be maintained subject to operational requirements.

18.03 Working Schedule

The hours and days of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance. The Employer shall, after agreement with the Union, set forth the working schedule of the department.

18.04 Paid Rest Period

Employees shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half (1/2) and the second (1/2) of each scheduled work period in an area made available by the Employer.

ARTICLE 19 - OVERTIME

19.01 Overtime Defined

Overtime shall be as per the Employment Standards Act.

19.02 Supply of Meals and Meal Allowance

Should an employee be requested to work beyond ten (10) hours in a work day, time off for meals will be provided. The meals of a regular shift are the employee's responsibility. If overtime reflects an emergency, a meal would be provided by the Employer.

19.03 Emergency Overtime

- (a) The employee may refuse to work overtime except in an emergency situation.
- (b) An emergency situation is defined as a sudden and unexpected turn of events calling on the municipality to take immediate action to prevent worsening of the situation, particularly where there is an immediate threat to life, health or property.

19.04 Notice of Overtime Worked

The Employer shall supply a listing of overtime and call-out hours to the Union Representative and Steward on a quarterly basis.

19.05 No Lay-Off to Compensate for Overtime

An employee shall not be required to lay-off during regular hours to equalize any overtime worked.

19.06 Sharing of Overtime

Wherever possible, overtime and call-back time shall be divided equally amongst employees who are willing and qualified to perform the available work.

19.07 Call-out

(a) Emergency Call-out

Employees called for emergency work prior to or after their regular shift or on a Saturday or Sunday shall be paid a minimum of two (2) hours at overtime rates, one and one-half times (1-1/2x) the regular rate. All hours worked beyond two (2) hours shall be paid at double (2x) the employees' hourly rate of pay.

(b) Shift Coverage

Employees called out on their regularly scheduled day(s) of rest shall receive a minimum of four (4) hours at the applicable rate(s) of pay.

19.08 Time Off in Lieu of Overtime

Instead of cash payment for overtime, an employee may choose to receive time off at the overtime rate at a time mutually agreed to.

ARTICLE 20 - SHIFT WORK

20.01 Shift Premiums

An employee working on other than normal day shift shall be paid the following differential in addition to their regular rate of pay:

Any hours worked between four (4) p.m. and seven (7) a.m. – sixty cents (\$0.60) per hour. Effective January 1, 2005 this rate shall be seventy-five cents (\$0.75) per hour.

ARTICLE 21 - GENERAL HOLIDAYS

21.01 General Holidays

(a) An employee working full-time shall receive their normal day's pay at their regular rate for each of the following General Holidays and any other holidays declared by the Federal or Provincial governments or the Employer.

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. Day (first Monday in August)	

Should a General Holiday fall on a Saturday and/or Sunday, the following Monday will be observed as the holiday. Consideration will be given to the Union for application of Friday in lieu of Monday observed as Statutory Holiday.

- (b) Regular part-time employees shall receive an addition four point two percent (4.2%) of each pay cheque in lieu of payment for General Holidays not worked.
- (c) When a General Holiday falls on a full-time employee's normal day off they shall have the option of receiving one (1) day off in lieu or pay. Employees scheduled to work on the General Holiday shall receive one (1) additional day's pay for such work.

21.02 Compensation for Paid Holiday Falling on Scheduled Day Off

When any of the above-noted paid holidays fall on an employee's day off, the employee shall receive one (1) day's pay or another day off with pay at a time designated by the employee.

21.03 Day Off in Lieu

- (a) A regular full-time employee who is entitled to a General Holiday with pay which occurs on a normal working day for the employee shall be paid for the day.

If the full-time employee works on the General Holiday, the employee shall be given another day off in lieu with pay as well as being paid for all hours worked on the General Holiday at the rate of one and one-half times (1-1/2x) the employee's rate. If the day involved is Christmas Day or New Year's Day, the pay shall be two times (2x) the employee's rate of pay.

- (b) If a part-time employee works on the General Holiday, the employee shall be paid for all hours worked on the General Holiday at the rate of one and one-half times (1-1/2x) the employee's rate. If the day involved is Christmas Day or New Year's Day, the pay shall be two times (2x) the employees' rate of pay.

ARTICLE 22 - VACATIONS

22.01 Annual Vacation Regular Employees

- (a) Annual vacation for regular employees shall be:

During first (1st) year to maximum of ten (10) working days of service – one (1) day per month – four percent (4%) vacation pay based on percentage of earnings.

During second (2nd) and third (3rd) years of service – sixteen (16) working days of holidays – six point four percent (6.4%) vacation pay based on percentage of earnings.

During fourth (4th) and fifth (5th) years of service – eighteen (18) working days of holidays – seven point two percent (7.2%) vacation pay based on percentage of earnings.

During sixth (6th) and seventh (7th) years of service – twenty (20) working days of holidays – eight percent (8%) vacation pay based on percentage of earnings.

During eighth (8th) and ninth (9th) years of service – twenty-two (22) working days of holidays – eight point eight percent (8.8%) vacation pay based on percentage of earnings.

During tenth (10th) through to the fourteenth (14th) inclusive years of service – twenty-four (24) working days of holidays – nine point six percent (9.6%) vacation pay based on percentage of earnings.

Fifteen (15) and over years of service – twenty-eight (28) working days of holidays – eleven point two percent (11.2%) vacation pay based on percentage of earnings.

- (b) Casual employees shall receive vacation pay based on percentage of earnings on each pay cheque as outlined in (a) above. Length of service shall be based on the employees' service date as indicated in Clause 1.06.
- (c) An employee who terminates with less than one (1) year's service shall be paid in accordance with the Annual Holidays Act of British Columbia.
- (d) The carry-over of holidays be limited to a maximum of fifty percent (50%) of the earned annual vacation.

22.02 Annual Holiday Entitlement

Holiday entitlement shall be taken before December 31st of each year. All employees are encouraged to use their annual holiday entitlement in the year earned.

22.03 Calendar Year

For the purposes of this Agreement, the calendar year shall be January 1st to December 31st in each year inclusive.

22.04 Termination

For the purposes of this Agreement, employees are allowed to take holidays for the entitlement year, however, upon termination, any overpayment will be deducted from termination pay.

22.05 Scheduling of Vacations

Scheduling of vacations shall be granted on a seniority basis up through March 31st of each year, but thereafter vacations shall be granted on a "first come first served" basis, based on the date the application is received by the Employer. Vacation requests shall be completed on the form provided with a copy being returned to the employee stating

acceptance or denial. Employees must schedule their vacation thirty (30) days prior to the date their vacation will commence. Insofar as possible, vacations shall be granted at times most desired by employees, but the final right of allotment of vacation period is reserved to the Employer in order to ensure official and orderly operations. Emergency situations will be seriously considered. An employee will be informed by their Supervisor in writing why their vacation is denied.

ARTICLE 23 - SICK LEAVE

23.01 Sick Leave Accumulation

- (a) For regular full-time employees, sick leave shall be earned at the rate of eight (8) hours for every month an employee is employed.
- (b) For regular part-time employees sick leave shall be earned at the rate of one (1) day for every month an employee is employed. The day shall mean the employee's daily hours or an average thereof.

23.02 Proof of Illness

An employee may take sick leave up to two (2) consecutive days without providing a doctor's certificate. If an employee uses sick leave they must advise their immediate Supervisor before the shift starts. The Employer may request a certificate from the doctor in instances of repeated use of sick leave. Specific areas of concern may be reviewed by the Labour/Management Committee. The Employer agrees to pay for the cost of this certificate upon producing such when requested.

ARTICLE 24 - LEAVE OF ABSENCE

24.01 Negotiation Pay Provisions

Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer.

24.02 Grievance and Arbitration and Mediation Pay Provisions

Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in Grievance and Arbitration and/or Mediation procedures.

24.03 Leave of Absence to Attend Union Business

An employee who has been selected or elected by the Union to attend Union business shall be granted a leave of absence without pay for this purpose if it does not interfere with Employer operations. No more than one (1) employee may take such leave and they must give the Employer a minimum of five (5) working days notice in writing. This notice must be confirmed by the Union. Leave shall not exceed ten (10) working days in total, for each calendar year.

24.04 Leave of Absence for Full-Time Union or Public Duties

- (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without loss of benefits so that the employee may be a candidate in federal, provincial, or municipal elections.
- (b) An employee who is elected to public office shall be allowed leave of absence without loss of seniority during their first term of office.
- (c) An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without loss of seniority for a period of one (1) year.

24.05 Pay During Leave of Absence for Union Work or Convention

An employee shall receive the pay and benefits provided for in this Agreement when on unpaid leave of absence for Union work or conventions. However, the Union shall reimburse the Employer for all pay during the period of absence.

24.06 Bereavement Leave

- (a) In case of a death in the immediate family of an employee, on application to the Employer, the employee will be granted a leave of absence of one (1) day. If they attend the funeral of the deceased which is out-of-town an additional four (4) days leave of absence shall be granted [total of five (5) days]. If the funeral is held in town an additional two (2) days leave shall be granted [total of three (3) days]. Such leave will be with pay.
- (b) Immediate family of the employee shall mean: mother, father, mother-in-law, father-in-law, spouse, brother, sister, son, daughter, grandparents, grandchild, brother-in-law, sister-in-law.

24.07 Mourner's Leave

- (a) Employees shall be granted one (1) day leave with pay to attend the funeral of a member of the Union in the capacity of pallbearer.
- (b) Employees may be granted one (1) day leave with pay to attend the funeral of an employee, to a maximum of two (2) employees.

24.08 Length of Maternity Leave

- (a) Maternity leave shall cover a period up to one (1) year before and/or after the birth or adoption of a child. During this period, full seniority shall accumulate and all benefits shall be paid by the Employer.
- (b) Where a doctor's certificate is provided, stating that a longer period of maternity leave is required for health reasons, an extension up to a maximum of one (1) additional year shall be allowed. Seniority shall be frozen during this period

Maternity and Parental Leave shall be in accordance with the Employment Standards Act.

24.09 Paid Jury or Court Witness Duty Leave

- (a) All regular shift hours lost by an employee due to necessary attendance on jury duty or acting as a witness at any court proceeding arising out of their employment or subpoenaed as a witness, shall be paid for by the Employer at a rate of pay applicable to said employee and that any court or other reimbursement be credited to the Employer.
- (b) An employee noted in (a) above will be allowed reasonable court preparation time and be provided local transportation if necessary.

24.10 General Leave

An employee shall be entitled to leave of absence without pay and without loss of seniority, as enumerated in Clause 15.04. Such leave request must be for good and sufficient cause and shall be in writing and approved by the Employer. Such approval shall not be withheld without just cause.

24.11 Care of Immediate Family

Employees shall be entitled to a maximum of five (5) days per calendar year with pay, to be taken from the employees' sick leave, to care for the needs, during illness, of their immediate family defined as spouse, parents, child or ward of a legal guardian.

ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES

25.01 Pay Days

The Employer shall pay wages bi-weekly every second Friday in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions.

25.02 Rate of Pay on Promotion or Reclassification

- (a) An employee assigned, promoted or reclassified in accordance with this Collective Agreement to a higher paying position carrying a single rate of pay shall receive the rate of pay and benefits for that position for the time they perform that job.
- (b) A regular part-time employee temporarily assigned, promoted or reclassified to a full-time position in accordance with this Collective Agreement carrying a single rate of pay shall receive the rate of pay and ten percent (10%) in lieu of benefits for that position for the time the employee performs that job.

25.03 Pay on Temporary Transfer, Higher Rated Job

When an employee temporarily relieves in or performs the principal duties of a higher paying position at a flat rate of pay, they shall receive the rate for the job.

25.04 Vacation Pay

An employee may, upon giving at least two (2) week's notice, receive on the last office day preceding commencement of their annual vacation, any pay cheques which may fall during the period of vacation.

25.05 Severance Pay

Employees shall be entitled to receive severance pay in accordance with the following provisions for completed years of employment.

- (a) An employee who is terminated for cause shall not be paid severance pay.
- (b) On layoff, rejection on probation and nonculpable discharge, a permanent employee with one (1) or more years of continuous service shall receive severance pay in the amount of one (1) week of pay for each preceding complete year of employment to a maximum of ten (10) weeks, less any period in respect of which severance pay was previously paid.

ARTICLE 26 - N/A

ARTICLE 27 - JOB CLASSIFICATION AND RECLASSIFICATION

27.01 No Elimination of Present Classification

Existing classifications within the unit shall not be eliminated or changed without prior agreement with the Union.

27.02 Changes in Position

When the duties of any job are changed or increased or when the Union and/or an employee feels a job is unfairly or incorrectly classified or when a new job is created or established the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question such dispute shall be submitted to Grievance and Arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the employee or the date of change in job duties.

27.03 Job Descriptions

The Employer agrees to draw up job descriptions for all positions for which the Union is bargaining agent and to prepare a new job description whenever a new job is created or whenever the duties of a job change significantly.

All job descriptions shall be presented to the Union for final agreement and shall become the recognized job descriptions and shall be an addendum to this Agreement. If such agreement on description cannot be resolved the issue may be subject to Grievance and Arbitration.

ARTICLE 28 - EMPLOYEE BENEFITS

28.01 Employee Benefits

Full-time regular employees will receive all benefits as follows:

Superannuation

Employer and employee will be required to meet the requirement of the B.C. Municipal Employee Superannuation Plan.

Medical

The Employer maintains one hundred percent (100%) liability for premiums.

Dental

The Employer maintains one hundred percent (100%) liability for premiums.

The Plan pays one hundred percent (100%) of eligible expenses for Basic Services such as extraction and fillings (Plan A). All teeth composite fillings permitted.

The Plan pays one hundred percent (100%) of eligible expenses for major services such as crowns, bridges and dentures (Plan B).

The Plan pays fifty percent (50%) of eligible expenses for Orthodontic Services for dependent children up to a lifetime maximum reimbursement of one thousand dollars (\$1,000.00) per dependent (Plan C).

Extended Health

The Employer maintains one hundred percent (100%) liability for premiums. The Plan pays eighty percent (80%) of eligible expenses after a twenty-five dollar (\$25.00) deductible per year. Lifetime maximum is one hundred thousand dollars (\$100,000.00).

Vision care reimbursement up to three hundred dollars (\$300.00) per person in a two (2) year period.

Weekly Indemnity

The Employer maintains one hundred percent (100%) liability for premiums. An employee is entitled to a taxable benefit of sixty-six and two-thirds percent (66-

2/3%) of weekly earnings to a maximum of eight hundred dollars (\$800.00) per week for up to fifty-two (52) weeks following the waiting period below:

- fourteen (14) days on the expiry of accumulated sick leave/injury
- fourteen (14) days on the expiry of accumulated sick leave/sickness

Group Life Insurance

The Employer maintains the life insurance with U.B.C.M. Group Benefits Plan at one hundred percent (100%) liability for premiums. The beneficiary receives a sum at equal to the annual earnings of the employee rounded to the next multiple of one thousand dollars (\$1,000.00) if not already a multiple of one thousand dollars (\$1,000.00) to a maximum of two hundred and fifty thousand dollars (\$250,000.00). Amounts of insurance over the non-evidence maximum of one hundred and twenty-five thousand dollars (\$125,000.00) require evidence of an employee's good health before it becomes effective. The benefit payable reduces by fifty percent (50%) at age sixty-five (65). The Excess Life terminates at age sixty-five (65).

Accidental Death and Dismemberment

The Employer maintains the accidental death and dismemberment insurance with U.B.C.M. Group Benefits Plan at one hundred percent (100%) liability for premiums. The beneficiary receives a sum at equal to the annual earnings of the employee rounded to the next multiple of one thousand dollars (\$1,000.00) if not already a multiple of one thousand dollars (\$1,000.00) to a maximum of two hundred and fifty thousand dollars (\$250,000.00). The benefit payable reduces by fifty percent (50%) at age sixty-five (65). The Excess Accidental Death and Dismemberment terminates at age sixty-five (65).

If there is a change to these provisions by U.B.C.M., such changes shall be reflected in the Collective Agreement. The Union and the Employer shall discuss any proposed changes as soon as the Employer is made aware of them by U.B.C.M.

28.02 Superannuation

Employees who are eligible, shall be covered by the provisions of the Pension (Municipal) Act.

Superannuation shall be in accordance with the Pension Act.

ARTICLE 29 - OCCUPATIONAL HEALTH AND SAFETY

29.01 Occupational Health & Safety

- (a) The parties agree to co-operate in the promotion of safe work habits and safe working conditions and to adhere to the provisions of the Workers' Compensation Act and the Industrial Health and Safety Regulations.

- (b) The bargaining unit shall have one (1) employee selected by the Union as a member of the Employer Occupational Health and Safety Committee. The Committee meets monthly unless there is an unusual, emergent situation.
- (c) The Union shall appoint one (1) member to the Occupational Health and Safety Committee.
- (d) A member of the Health and Safety Committee in conjunction with the Workers' Compensation Board shall have the right to stop any work considered unsafe or hazardous.

29.02 Injury Pay Provision

An employee injured at work and unable to continue shall be paid their regular rate of pay for the entire shift.

ARTICLE 30 - TECHNOLOGICAL CHANGE

30.01 Union Notification of Changes

A minimum of three (3) months before the introduction of any technological or other changes or methods of operation which affect the rights of employees, condition of employment, wage rates or work loads, the Employer shall notify the Union of the proposed change.

30.02 Training Programs

In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by employees under the present method of operations, such employees shall, at the expense of the Employer, be given a maximum period not to exceed one (1) year during which they may perfect or acquire the skills necessitated by the new methods of operation. There shall be no change in wage rates during the training period of any such employee and no reduction in pay upon being reclassified in a new position.

The employee's progress is to be reviewed quarterly. Should it become evident the employee is unable to be successful at the training, the employee would be re-assigned within the Recreation Department. No employee who fails to complete retraining for technological change will be laid off.

30.03 Additional Training

Should the introduction of new methods of operation create a need for the perfection or acquisition of skills requiring a training period more than one (1) year, the additional training time shall be a subject of discussion between the Employer and the Union.

30.04 No New Employees

No additional employees shall be hired by the Employer until the employees already working shall be notified of the proposed technological changes and allowed a training period to acquire the necessary knowledge or skill for retraining under employment.

ARTICLE 31 - JOB SECURITY

31.01 Job Security

The parties agree no existing job will be lost or negatively affected during the terms of this Collective Agreement as a result of the Employer contracting out.

ARTICLE 32 - N/A

ARTICLE 33 - UNIFORM AND CLOTHING ALLOWANCE

33.01 Uniform and Clothing Allowance After Probation

- (a) The Employer shall supply, maintain and clean coveralls for arena employees.
- (b) The Employer shall pay one hundred twenty-five dollars (\$125.00) annually to employees required by Workers' Compensation Board to wear safety footwear. Effective January 1, 2005 this amount shall be one hundred and fifty dollars (\$150.00) annually.
- (c) The Employer shall pay one hundred eighty dollars (\$180.00) to regularly employed water safety/lifesaving instructors, one hundred dollars (\$100.00) to regularly employed lifeguards, and fifty dollars (\$50.00) to casual pool employees in the above categories.

ARTICLE 34 - GENERAL CONDITIONS

34.01 Bulletin Boards

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

34.02 Licences and Certificates

The Employer shall pay the cost of maintaining licences and certificates needed by employees for job purposes.

An employee shall not suffer a loss of pay when attending an examination to renew a licence or certificate.

34.03 Employment Related Courses

Employees wishing reimbursement for costs incurred to take an employment related course must have approval from the Employer prior to commencing the course. To receive reimbursement the employee must agree to remain in the employ of the Employer for one (1) year after successfully completing the course.

34.04 Training Courses and Seminars

Employees required to attend training courses and seminars shall be reimbursed for out-of-pocket expenses, receive a per diem for meals (as per Employer policy) and shall continue to receive their regular pay for time spent in the course/seminar.

ARTICLE 35 - PRESENT CONDITIONS AND BENEFITS

35.01 Present Conditions to Continue

All rights, benefits, privileges, practices and working conditions which employees now enjoy, receive or possess shall continue, insofar as they are consistent with this Agreement, unless modified by mutual agreement between the Employer and the Union.

ARTICLE 36 - N/A

ARTICLE 37 - GENERAL

37.01 Plural or Feminine Terms May Apply

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

ARTICLE 38 - TERM OF AGREEMENT

38.01 Duration

The terms and conditions of this Agreement shall be binding and remain in full force and effect from January 1st, 2007 to December 31st, 2009 and shall continue from year to year thereafter until a new Agreement is reached as provided for in the Statutes of the Province of British Columbia.

IN WITNESS WHEREOF the Corporate Seal of the District of Port Hardy has been hereunto affixed, attested by the hands of its proper Officers in that behalf and has been executed by the duly authorized Officers of the Union, the day and year first above written.

SIGNED for the
DISTRICT OF PORT HARDY

SIGNED for the
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL NO. 2045

/gn
cope 491
May 22, 2007

SCHEDULE "A"

	JAN. 1/07	JAN. 1/08	JAN. 1/09
Aquatic Leader 3	21.17	21.70	22.24
Aquatic Leader 4	23.21	23.79	24.38
Cashier	11.17	11.45	11.73
Head Lifeguard	17.19	17.62	18.06
Lifeguard I	12.80	13.12	13.45
Lifeguard 2	14.03	14.38	14.74
Lifeguard/Instructor 1	14.84	15.21	15.59
Lifeguard/Instructor 2	16.17	16.57	16.99
Rec. Facility Attendant 1	16.01	16.41	16.82
Rec. Facility Attendant 2	19.23	19.71	20.20
Rec. Facility Attendant 3	20.20	20.70	21.22
Rec. Facility Lead Hand 2	20.20	20.70	21.22
Rec. Facility Lead Hand 3	21.17	21.70	22.24
Rec. Facility Lead Hand 4	23.21	23.79	24.38
Skate Patroller	10.25	10.51	10.77

DISTRICT OF PORT HARDY RECREATION DEPARTMENT
JOB DESCRIPTION – AQUATIC LEADER 3
(Effective January 1, 2007)

DESCRIPTION

Reporting to the Director of Operational Services, or his designate. The incumbent in this position performs duties related to the supervision and operation of the indoor aquatic centre and works in accordance with practices and procedures as established from time to time.

The Aquatic Leader will exercise considerable initiative and judgment in programming, establishing work methods and planning tasks. This is a supervisor position of aquatic facility personnel and oversees all aquatic activities.

EXAMPLES OF DUTIES PERFORMED

1. Works with the Director of Operational Services in developing and promoting a comprehensive aquatics program.
2. Requests supplies, schedules staff, arranges sick coverage, prepares accident reports, organizes special events, answers complaints and trains staff as required.
3. Ensure high standards of facility cleanliness and that all relevant health and safety standards and District policies are maintained.
4. Assists in the preparation of the swimming pool's operating and capital budgets.
5. Ensures that a high standard of facility programming, public relations, staff development and public safety are maintained.
6. Works closely with the Facility Maintenance Lead Hand to ensure a high standard of water quality, cleanliness and mechanical operations are achieved.
7. Maintains accurate records and provides reports as required.
8. Attends all courses and training sessions as required.
9. Performs related work as required.
10. Teaching and guarding as needed.

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REQUIRED KNOWLEDGE, ABILITIES, & SKILLS

1. Proven skill in group leadership, public relations and communications.
2. Ability to supervise staff and programs.
3. Ability to identify unsafe situations in assigned areas and to apply preventative measures.
4. Ability to complete necessary reports and records.
5. Skills in lifeguarding, first aid, instruction at an advanced level.
6. Ability to exercise courtesy, tact and diplomacy when handling complaints and enquiries from the general public.
7. Ability to maintain harmonious relationships with any and all facility patrons and other staff members.

QUALIFICATIONS, EDUCATION AND TRAINING

- One year supervisory experience
- Current National Lifeguard Certification
- Current CPR "C"
- Current Red Cross Water Safety Instructor Training
- Current Advanced Lifesaving Society Instructor
- First Aid Certification
- Pool Operator Level I
- Valid B.C. Driver's Licence
- Lifesaving Society Examiner

DISTRICT OF PORT HARDY RECREATION DEPARTMENT
JOB DESCRIPTION - AQUATIC LEADER 4
(Effective January 1, 2007)

DESCRIPTION

Reporting to the Director of Operational Services, or his designate. The incumbent in this position performs duties related to the supervision and operation of the indoor aquatic centre and works in accordance with practices and procedures as established from time to time.

The Aquatic Leader will exercise considerable initiative and judgment in programming, establishing work methods and planning tasks. This is a supervisor position of aquatic facility personnel and oversees all aquatic activities.

EXAMPLES OF DUTIES PERFORMED

1. Works with the Director of Operational Services in developing and promoting a comprehensive aquatics program.
2. Requests supplies, schedules staff, arranges sick coverage, prepares accident reports, organizes special events, answers complaints and trains staff as required.
3. Ensure high standards of facility cleanliness and that all relevant health and safety standards and District policies are maintained.
4. Assists in the preparation of the swimming pool's operating and capital budgets.
5. Ensures that a high standard of facility programming, public relations, staff development and public safety are maintained.
6. Works closely with the Facility Maintenance Lead Hand to ensure a high standard of water quality, cleanliness and mechanical operations are achieved.
7. Maintains accurate records and provides reports as required.
8. Attends all courses and training sessions as required.
9. Performs related work as required.
10. Teaching and guarding as needed.

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REQUIRED KNOWLEDGE, ABILITIES, & SKILLS

1. Proven skill in group leadership, public relations and communications.
2. Ability to supervise staff and programs.
3. Ability to identify unsafe situations in assigned areas and to apply preventative measures.
4. Ability to complete necessary reports and records.
5. Skills in life guarding, first aid, instruction at an advanced level.
6. Ability to exercise courtesy, tact and diplomacy when handling complaints and enquiries from the general public.
7. Ability to maintain harmonious relationships with any and all facility patrons and other staff members.

QUALIFICATIONS, EDUCATION AND TRAINING

- One year supervisory experience
- Current National Lifeguard Certification
- Current CPR "C"
- Current Red Cross Water Safety Instructor Training
- Current Advanced Lifesaving Society Instructor
- First Aid Certification
- Pool Operator Level I
- Valid B.C. Driver's Licence
- Lifesaving Society Examiner

Minimum of two (2) years services in an AQUATIC LEADER 3 position.

DISTRICT OF PORT HARDY RECREATION DEPARTMENT
JOB DESCRIPTION – CASHIER
(Effective January 1, 2007)

DESCRIPTION

Reporting to the Recreation Director, or his designate, an employee in this position is responsible for collecting money for patron admissions for a variety of recreation and leisure activities, issuing receipts, completing daily cash reports, and answering public inquiries regarding recreation programs and schedules.

EXAMPLES OF DUTIES PERFORMED

1. Collect money for admissions to a variety of recreation and leisure activities.
2. Perform routine administrative duties including maintenance, program registration records, booking facility rentals, and maintaining records of facility usage and sales.
3. Issue receipts for monies received.
4. Complete daily cash reports as required.
5. Secure cash in designated secure storage.
6. Respond to emergency situations as directed.
7. Answers enquiries from the general public regarding event schedules and programs. Refers unusual problems, complaints, or enquiries to a supervisor.
8. Complete janitorial and custodial duties to required standards.
9. Performs related work as required.

REQUIRED KNOWLEDGE, ABILITIES AND SKILLS

1. A demonstrated ability to make change, operate a cash register, and complete accurate cash reports.
2. Ability to exercise courtesy, tact and diplomacy when dealing with the public and co-workers.
3. Knowledge of recreation programs pertinent to work venue.

DISTRICT OF PORT HARDY RECREATION DEPARTMENT
JOB DESCRIPTION – HEAD LIFEGUARD/INSTRUCTOR
(Effective January 1, 2007)

DESCRIPTION

Reporting to the Recreation Director, or his designate, an employee in this position performs highly skilled lifeguarding, instructional and supervisory work of a relatively complex nature. Work involves the provision of moderate supervision to lifeguards, moderate supervision to cashiers, and overseeing all pool activities.

EXAMPLES OF DUTIES PERFORMED

1. Assists the Recreation Director or designate in developing and promoting an overall swimming program.
2. Requests supplies, schedules staff, arranges sick coverage for staff, prepares accident reports, organizes special events, answers complaints, trains staff as required.
3. Lifeguards and instructs classes as approved by the manager.
4. Ensures high standards of cleanliness and maintenance of equipment in the facility.
5. Ensures that all relevant health and safety standards and District policies are maintained.
6. Performs routine cashier duties as required.
7. Performs related work as required.

REQUIRED KNOWLEDGE, ABILITIES, AND SKILLS

1. Thorough knowledge of all aspects of swimming techniques, swimming instructors, water safety, first aid, and the safe operations of pool chlorination and filtration equipment.
2. Ability to supervise pool staff.
3. Ability to exercise courtesy, tact, diplomacy and some persuasion when handling complaints and enquiries from the general public.

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4. The ability to maintain records, and prepare reports and other correspondence.
5. The ability to maintain harmonious relationships with any and all facility patrons and other staff members.
6. Physical ability and agility to complete duties requiring physical effort.

PREFERRED TRAINING, EXPERIENCE, MEMBERSHIPS, ETC.

1. Minimum of two (2) years lifeguarding and instructor experience.
2. Royal Lifesaving Society Examiner's Certificate.
3. Red Cross Standard First Aid Certificate or equivalent.
4. NLS Instructor, AEC Instructor, CPR Instructor, Royal Lifesaving Society Instructor Trainer, and Red Cross Water Safety Instructor Training Award.
5. Completion of Grade 12 education.
6. Recreation courses specializing in the area of Administration Management, Marketing or Programming are helpful, but not required.
7. Pool Operator Level II Certificate.

REQUIRED LICENCES, CERTIFICATES, ETC.

1. Must meet the Provincial Health Act requirements.
2. National Lifeguard Service Award.
3. Red Cross Aquaquest Instructor.
4. Royal Life Saving Society Instructor.
5. Current CPR Award (Level "C" or Instructor).
6. BCRPA Pool Operator's Level I Certificate or equivalent training and experience.

DISTRICT OF PORT HARDY RECREATION DEPARTMENT
JOB DESCRIPTION – LIFEGUARDS
(Effective January 1, 2007)

DESCRIPTION

Under the supervision of the Head Lifeguard/Instructor, an employee in this position performs a variety of general and specific duties to ensure the safety, protection, and enjoyment of those engaged in activities in or out of the water at the Port Hardy Aquatic Centre. Involves responsibility for supervision and control of activities, safety standards in accordance with prescribed standards, and maintenance of appropriate standards of safety, cleanliness and hygiene of the facility, equipment, staff and public.

EXAMPLES OF DUTIES PERFORMED

1. Acting as a lifeguard.
2. Promoting and practicing good relationships with interest groups and the public, and assisting with special events.
3. Ensuring safety, hygiene and cleanliness standards and practices are maintained.
4. Monitoring aquatic activities and ensuring adherence to rules and safety regulation, including crowd control, regulation of attendance, etc.
5. Conducting basic water tests.
6. Performing minor maintenance tasks.
7. Inspecting pool for public safety and performing custodial duties as required.
8. Supervising issuance, use, care, and maintenance of aquatic supplies and equipment including first aid and safety supplies.
9. Administering first aid and/or resuscitation as required.
10. Assisting in emergency procedures as required.
11. Registering applicants for aquatic programs.
12. Other related duties as may be assigned from time to time.

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REQUIRED KNOWLEDGE, ABILITIES AND SKILLS

1. Thorough knowledge of all aspects of water safety, first aid, and in the safe operations of pool chlorination and filtration equipment.
2. Ability to exercise courtesy, tact, and diplomacy and some persuasion when handling complaints and enquiries from the general public.
3. The ability to maintain harmonious relationships with any and all facility patrons and other staff members.
4. Physical ability and agility to complete duties requiring physical effort.
5. Ability to work in an independent and responsible manner with a minimum of supervision.

QUALIFICATIONS

LIFEGUARD 1:

- Bronze Cross
- C.P.R. "C"

LIFEGUARD 2:

- N.L.S.
- C.P.R. "C"

DISTRICT OF PORT HARDY RECREATION DEPARTMENT
JOB DESCRIPTION – LIFEGUARD/INSTRUCTORS
(Effective January 1, 2007)

DESCRIPTION

Under the supervision of the Head Lifeguard/Instructor, an employee in this position performs a variety of general and specific duties to ensure the safety, protection, instruction, and enjoyment of those engaged in activities in or out of the water at the Port Hardy Aquatic Centre. Involves responsibility for supervision and control of activities, safety standards in accordance with prescribed standards, and maintenance of appropriate standards of safety, cleanliness and hygiene of the facility, equipment, staff and public.

EXAMPLES OF DUTIES PERFORMED

1. Acting as a lifeguard.
2. Promoting and practicing good relationships with interest groups and the public, and assisting with special events.
3. Ensuring safety, hygiene and cleanliness standards and practices are maintained.
4. Monitoring aquatic activities and ensuring adherence to rules and safety regulation, including crowd control, regulation of attendance, etc.
5. Conducting basic water tests.
6. Performing minor maintenance tasks.
7. Inspecting pool for public safety and performing custodial duties as required.
8. Supervising issuance, use, care, and maintenance of aquatic supplies and equipment including first aid and safety supplies.
9. Administering first aid and/or resuscitation as required.
10. Assisting in emergency procedures as required.
11. Registering applicants for aquatic programs.
12. Other related duties as may be assigned from time to time.

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REQUIRED KNOWLEDGE, ABILITIES AND SKILLS

1. Thorough knowledge of all aspects of water safety, first aid, and in the safe operations of pool chlorination and filtration equipment.
2. Ability to exercise courtesy, tact, and diplomacy and some persuasion when handling complaints and enquiries from the general public.
3. The ability to maintain harmonious relationships with any and all facility patrons and other staff members.
4. Physical ability and agility to complete duties requiring physical effort.
5. Ability to work in an independent and responsible manner with a minimum of supervision.

QUALIFICATIONS

LIFEGUARD/INSTRUCTOR 1:

- Bronze Cross
- C.P.R. "C"
- Aqua Quest Instructor

LIFEGUARD 2:

- N.L.S.
- C.P.R. "C"
- Aqua Quest Instructor
- R.L.S.S.C. Instructor

DISTRICT OF PORT HARDY RECREATION DEPARTMENT
JOB DESCRIPTION – RECREATION FACILITIES ATTENDANT
(Effective January 1, 2007)

DESCRIPTION

Under the supervision of the Recreation Facilities Maintenance Lead hand, or his designate, the incumbent in this position performs duties related to the maintenance and operations of the recreation facilities and District office and works in accordance with practices and procedures established from time to time.

This is a semi-skilled, technical, building service and maintenance position.

EXAMPLES OF DUTIES PERFORMED

1. Make and maintain ice surfaces to required standards, and operate all ice resurfacing and associated equipment at the arena.
2. Operate and maintain mechanical systems at the recreation facilities as required.
3. Perform a variety of building and equipment maintenance tasks at the arena, aquatic, and District office as required.
4. Promote the goals and philosophies of the Recreation Department and all associated programs and personnel concerned with the delivery of recreation services, and fulfill a public relations role at all times.
5. Complete daily work performance records and other reports as required.
6. Enforce rules and regulations as may be established from time to time regarding the use of recreation facilities and associated equipment.
7. Complete janitorial and custodial duties to required standards for cleanliness, for the safety and comfort of facility patrons.
8. Attend all courses and training sessions as required.
9. Performs routine cashier duties as required.
10. Performs related work as required.

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REQUIRED KNOWLEDGE, ABILITIES AND SKILLS

1. Skill in the use and care of a variety of tools and equipment used in ice making, refrigeration, swimming pool operations, and building and equipment maintenance.
2. The ability to perform building maintenance and repair, and custodial duties to required standards.
3. The ability to maintain harmonious relationships with any and all facility patrons, and other staff members.
4. The ability to complete duties in a safe manner, following established safety rules and regulations.
5. Skill in public relations and written and oral communications.
6. The ability to work with minimal supervision.
7. The ability to perform the duties outlined as required.
8. A valid B.C. Driver's License.
9. Completion of Grade 12 education OR a combination of education and relevant experience.
10. Physical agility and the ability to complete duties requiring physical effort.

QUALIFICATIONS

LEVEL I:

B.C. Provincial Refrigeration Operators Certificate

LEVEL II:

- One (1) year experience + B.C. Provincial Refrigeration Operators Certificate or equivalent

LEVEL III:

- Two (2) years experience + B.C. Provincial Refrigeration Operators Certificate + Pool Operators Certificate or equivalent

DISTRICT OF PORT HARDY RECREATION DEPARTMENT
JOB DESCRIPTION – RECREATION FACILITIES LEAD HAND 2 & 3
(Effective January 1, 2007)

DESCRIPTION

Reporting to the Director of Operations, or his designate. The incumbent in this position performs duties related to the maintenance and operations of the recreation facilities and District Office, and works in accordance with practices and procedures established from time to time.

The Recreation Facilities Lead Hand will exercise considerable independent initiative and judgment in defining problem areas, establishing work methods and planning tasks. This position will involve supervision of other employees in the arena and maintenance areas.

This is a semi-skilled, technical, building service and maintenance position.

EXAMPLES OF DUTIES PERFORMED

1. Make and maintain ice surfaces to required standards, and operate all ice resurfacing and associated equipment at the arena.
2. Operate and maintain mechanical systems at the recreation facilities as required and ensure an effective preventative maintenance program is followed.
3. Perform a variety of building and equipment maintenance tasks at the recreation facilities, and District office as required.
4. Promote the goals and philosophies of the Recreation Department and all associated programs or personnel concerned with the delivery of recreation services, and fulfill a public relations role at all times.
5. Complete daily work performance records and other reports as required.
6. Enforce rules and regulations as may be established from time to time regarding the use of recreation facilities and associated equipment.
7. Complete janitorial and custodial duties to required standards for cleanliness, for the safety and comfort of facility patrons.
8. Attend all courses and training sessions as required.

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9. Performs routine cashier duties as required.
10. Control effective and efficient scheduling of arena and maintenance staff to meet facility requirements.
11. Assist in the preparation of arena and maintenance related budgets.
12. Ensure expenditures are within budget goals and that purchasing is effective.
13. Performs related work as required.

REQUIRED KNOWLEDGE, ABILITIES & SKILLS

1. Skill in the use and care of a variety of tools and equipment used in ice making, refrigeration, swimming pool operations, and building and equipment maintenance.
2. The ability to perform building maintenance and repairs, and custodial duties to required standards.
3. The ability to maintain harmonious relationships with any and all facility patrons, and other staff members.
4. The ability to complete duties in a safe manner, following established safety rules and regulation.
5. Skill in public relations and written and oral communications.
6. The ability to work with minimal supervision.
7. The ability to perform the duties outlined as required.
8. A valid B.C. Driver's Licence.
9. Completion of Grade 12 education OR a combination of education and relevant experience.
10. Physical agility and the ability to complete duties requiring physical effort.
11. Ability to communicate with, instruct, and supervise other employees.

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MINIMUM QUALIFICATIONS

LEVEL 1

- B.C. Provincial Refrigeration Operators Certificate
- Three (3) years experience in recreation facility maintenance

LEVEL II

- B.C.R.P.A. Pool Operators Level I
- B.C. Provincial Refrigeration Operators Certificate
- Three (3) years experience in recreation facility maintenance
- Provincial boiler certification

LEVEL III

- R.F.A.B.C. Icemakers Certificate
- B.C.R.P.A. Pool Operators Level I and II
- B.C. Provincial Refrigeration Operators Certificate
- Three (3) years experience in recreation facility maintenance
- Provincial boiler certification

DISTRICT OF PORT HARDY RECREATION DEPARTMENT
JOB DESCRIPTION – RECREATION FACILITIES LEAD HAND 4
(Effective January 1, 2007)

DESCRIPTION

Reporting to the Director of Operations, or his designate. The incumbent in this position performs duties related to the maintenance and operations of the recreation facilities and District Office, and works in accordance with practices and procedures established from time to time.

The Recreation Facilities Lead Hand will exercise considerable independent initiative and judgment in defining problem areas, establishing work methods and planning tasks. This position will involve supervision of other employees in the arena and maintenance areas.

This is a semi-skilled, technical, building service and maintenance position.

EXAMPLES OF DUTIES PERFORMED

1. Make and maintain ice surfaces to required standards, and operate all ice resurfacing and associated equipment at the arena.
2. Operate and maintain mechanical systems at the recreation facilities as required and ensure an effective preventative maintenance program is followed.
3. Perform a variety of building and equipment maintenance tasks at the recreation facilities, and District office as required.
4. Promote the goals and philosophies of the Recreation Department and all associated programs or personnel concerned with the delivery of recreation services, and fulfill a public relations role at all times.
5. Complete daily work performance records and other reports as required.
6. Enforce rules and regulations as may be established from time to time regarding the use of recreation facilities and associated equipment.
7. Complete janitorial and custodial duties to required standards for cleanliness, for the safety and comfort of facility patrons.
8. Attend all courses and training sessions as required.

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9. Performs routine cashier duties as required.
10. Control effective and efficient scheduling of arena and maintenance staff to meet facility requirements.
11. Assist in the preparation of arena and maintenance related budgets.
12. Ensure expenditures are within budget goals and that purchasing is effective.
13. Performs related work as required.

REQUIRED KNOWLEDGE, ABILITIES & SKILLS

1. Skill in the use and care of a variety of tools and equipment used in ice making, refrigeration, swimming pool operations, and building and equipment maintenance.
2. The ability to perform building maintenance and repairs, and custodial duties to required standards.
3. The ability to maintain harmonious relationships with any and all facility patrons, and other staff members.
4. The ability to complete duties in a safe manner, following established safety rules and regulation.
5. Skill in public relations and written and oral communications.
6. The ability to work with minimal supervision.
7. The ability to perform the duties outlined as required.
8. A valid B.C. Driver's Licence.
9. Completion of Grade 12 education OR a combination of education and relevant experience.
10. Physical agility and the ability to complete duties requiring physical effort.
11. Ability to communicate with, instruct, and supervise other employees.

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MINIMUM QUALIFICATIONS

LEVEL 1

- B.C. Provincial Refrigeration Operators Certificate
- Three (3) years experience in recreation facility maintenance

LEVEL II

- B.C.R.P.A. Pool Operators Level I
- B.C. Provincial Refrigeration Operators Certificate
- Three (3) years experience in recreation facility maintenance
- Provincial boiler certification

LEVEL III

- R.F.A.B.C. Icemakers Certificate
- B.C.R.P.A. Pool Operators Level I and II
- B.C. Provincial Refrigeration Operators Certificate
- Three (3) years experience in recreation facility maintenance
- Provincial boiler certification

Minimum of two (2) years services in a RECREATION FACILITIES LEAD HAND 3 position.

DISTRICT OF PORT HARDY RECREATION DEPARTMENT
JOB DESCRIPTION – SKATE PATROLLERS
(Effective January 1, 2007)

DESCRIPTION

Reporting to the Recreation Director, or his designate, the incumbent in this position is responsible for supervising public skate sessions and other associated responsibilities.

EXAMPLES OF DUTIES PERFORMED

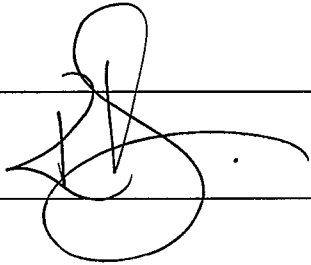
1. Maintain a controlled, safe and enjoyable environment for all skaters.
2. Promote the goals and philosophies of the Recreation Department and all associated programs or personnel concerned with the delivery of recreation services, and fulfill a public relations role at all times.
3. Enforce rules and regulations as may be established from time to time regarding the use of recreation facilities and associated equipment.
4. Complete janitorial and custodial duties to required standards for cleanliness, for the safety and comfort of facility patrons.
5. Performs routine cashier duties as required.
6. Performs related work as required.

REQUIRED KNOWLEDGE, ABILITIES AND SKILLS

1. Must be able to skate.
2. Must be a responsible person capable of supervising open skating activity.

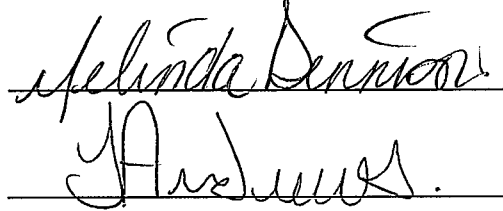
IN WITNESS WHEREOF the Corporate Seal of the District of Port Hardy has been hereunto affixed, attested by the hands of its proper Officers in that behalf and has been executed by the duly authorized Officers of the Union, the day and year first above written.

SIGNED for the
DISTRICT OF PORT HARDY



A handwritten signature in black ink, consisting of a large, stylized 'D' with a vertical line through it and a horizontal line at the bottom, all enclosed within a circular flourish. The signature is written on three horizontal lines.

SIGNED for the
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL NO. 2045



Two handwritten signatures in black ink. The top signature reads 'Melinda Denison' and the bottom signature reads 'J. Andrews'. Both signatures are written on three horizontal lines.

/gn
cope 491
May 22, 2007