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REGIONAL DISTRICT OF EAST KOOTENAY UNION MONTHLY PAY GRADES AND CLASSIFICATIONS FOR PERIOD 01 JANUARY 1998 TO 31 DECEMBER 2000	

DEFINITIONS

- 0.01 **“Employee”** shall mean a person who is an “Employee” as defined in the *Labour Relations Code*.
- 0.02 **“Familiarization Period”** shall mean the three (3) month period of time afforded to a regular employee who exercises their right to bump during a lay-off. The familiarization period is not a training period, but the period of time for the employee to familiarize themselves with the routine and requirements of the position to which they have bumped.
- 0.03 **“Probationary Employee”** shall mean a person hired to work on a regular and ongoing basis and who is presently serving his initial probationary period to determine suitability for employment as a regular employee. The probationary period may, at the discretion of Management, be extended up to three (3) calendar months. For clarification, the probation period is the initial 6-month period of time that a newly hired regular employee serves when first hired.
- 0.04 **“Regular Employee”** shall mean an employee, full or part-time, who has successfully completed the probationary period and is confirmed in a permanent position.
- 0.05 **Temporary Employee** shall mean an employee, full or part-time who is employed for a specified term not to exceed six (6) calendar months in a calendar year. The specified term may be extended by mutual agreement in writing between the parties.
- 0.06 It is not the intention of the Employer to employ a temporary employee instead of employing a permanent employee. Temporary employees are primarily relief employees and may be employed to work full shifts or part shifts on an as/and when needed basis in capacities such as: sickness relief, vacation relief, leave of absence relief, temporary workload relief. It is understood that the use of temporary employees will not result in a lay-off, a reduction of the regular hours of work nor a loss of normally scheduled straight time wages of regular full-time or part-time employees.
- 0.07 **Trial Period** shall mean the three (3) month time period afforded to a regular employee who is the successful applicant for a job posting (see Article 8).
- 0.08 Whenever the singular or masculine is used in this Agreement, it shall be deemed to mean the plural or feminine where the context so requires it.

ARTICLE 1 – RECOGNITION OF THE UNION

Section 1 - Sole Bargaining Agency

1.01 The Employer, or anyone authorized to act for it, recognizes the Union as the sole bargaining agency for all employees of the Employer covered by this Agreement. The Employer consents and agrees to negotiate with the Union concerning any and all matters affecting the relationship between the Employer and its employees in the bargaining unit pertaining to rates of pay, hours of work, and all other working conditions, as long as the Union retains its right to conduct collective bargaining on behalf of the employees of the Employer under provisions of the *Labour Relations Code*.

1.02 **No Other Agreement**

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his representative, which may conflict with the terms of this Collective Agreement. The Employer shall not bargain with or enter into any Agreement with an employee or group of employees in the Bargaining Unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union.

(a) **Correspondence**

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Administrator and the Secretary of the Union.

Section 2 - Union Shops

1.03 All employees of the Employer as designated under the *Labour Relations Code* as a condition of continued employment, shall become and remain members in good standing of the Union according to the Constitution and Bylaws of the Union. All new employees shall as a condition of continued employment, become and remain members of good standing in the Union within thirty (30) days of employment.

1.04 The Employer agrees that all employees, presently members of the Union or who shall hereinafter become members of the Union, shall as a condition of employment remain members of the Union during the life of this Agreement.

Section 3 – Union Check-Off and Induction

1.05 The Employer shall deduct from every employee, Union dues, fees, and general assessments levied by the Union of its members. The Union will provide a standard authorization form for such deductions. As a condition of employment, all employees covered by the Union Certificate of Bargaining Authority shall pay a bi-weekly fee to the Union equal to the Union's bi-weekly dues. This deduction shall be made by the employer and submitted to the Union every two (2) weeks.

1.06 Deductions shall be accompanied by a complete list of all employees from whose wages the deductions have been made together with the amounts and the hours worked in each case.

Section 4 - No Discrimination

1.07 (a) The Employer agrees that there shall be no intimidation or discrimination against any member of the Union because of his activities as a member of the Union, and the Union agrees that there shall be no intimidation or discrimination against any employee of the Employer, and further the Employer shall comply in all respects to those provisions spelled out in the *Human Rights Code*.

(b) **Sexual/Personal Harassment**

The Employer and the Union recognize the right of all employees to work in an environment free from sexual and personal harassment. Any complaint alleging sexual or personal harassment shall be treated seriously and in strict confidence and may be addressed through the grievance procedure.

Sexual harassment shall be defined as any sexually oriented practice that undermines an employee's health or job practice, or endangers an employee's employment status or potential. Cases of sexual harassment shall be considered as discrimination and eligible to be processed as a grievance. Personal harassment shall be defined as repeated, intentional, offensive comments or actions deliberately designed to demean and belittle an individual or cause personal humiliation. Cases of personal harassment shall be considered as discrimination and eligible to be processed as a grievance.

Section 5 – Managerial Exclusions

1.08 It is agreed that the following positions shall be excluded from the terms of this Agreement:

Administrator
Deputy Administrator/Secretary
Treasurer
Director of Planning
Confidential Secretary/Administrative Assistant
Economic Development Commissioner
Superintendent/Manager of Utilities and Solid Waste
Chief Building Inspector
Parks Supervisor
Working Foreman (Utility Department)

Section 6 – Union Steward

1.09 The Employer agrees that the Union shall have the right to appoint or elect a Union Steward.

In representing an employee or group of employees, an elected or appointed representative of the Union shall be the Spokesman. 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.

- 1.10 A Union representative (Union Steward) shall be provided the opportunity of interviewing a new employee within regular working hours, without loss of pay for a maximum period of 30 minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties for Union membership and his responsibilities and obligations to the Employer and the Union.

Section 7 – Union Steward – Union Time Off

- 1.11 Upon application to and receiving the permission of the Administrator in each specific case, time spent in investigation and the settling of disputes by the Union Steward shall be considered as time worked provided the Union Steward signs a statement or form which sets out the purpose and such time is recorded. The Union agrees to forward to the Employer the name of the Steward.

Section 8 – Access to Personnel Files

- 1.12 An employee shall have the right, subject to reasonable notice, to have access to and review his/her personnel 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 his/her personnel record.

1.13 Right of Representation

- (a) The Union or any member shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisor when dealing or negotiating with the Employer upon notifying the Employer's representative responsible for the work area.
- (b) Such representative(s) or advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement, subject to the representative(s) or advisor(s) notifying the Employer and receiving the Employer's approval.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.01 The Union recognizes the right of the Employer to operate and manage its business, and to make and alter from time to time rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with this Agreement. Nothing in this Agreement shall be interpreted as interfering in any way with the Employer's right to extend, limit, curtail, or shut down its operations, or any part of its operations, when, in its sole discretion, the Employer may consider it advisable so to do. The Employer shall always have the right to hire, discipline, demote and discharge employees for just cause; and to retire an employee at age sixty-five (65). The Employer shall exercise its rights in accordance with the terms of this Agreement in a fair and equitable manner.
- 2.02 Any rights of management, which are not specifically mentioned in this Agreement and are not contrary to its intention, shall continue in full force and effect for the duration of this Contract.

ARTICLE 3 – TECHNOLOGICAL CHANGE, AUTOMATION AND OTHER CHANGES

Section 1 – Notice of Displacement

- 3.01 The Employer will give to the Union, in writing, at least ninety (90) days notice of any intended technological change that:
- (a) affects the terms and conditions or security of employment of a significant number of employees to whom this Collective Agreement applies, and
 - (b) alters significantly the basis upon which the Collective Agreement applies.

Section 2 – Technological Displacement

- 3.02 During the term of this Agreement any disputes arising in relation to adjustments to technological change shall be discussed between the bargaining representatives of the two (2) parties to the Collective Agreement.
- 3.03 Where the Employer introduces or intends to introduce a technological change that:
- (a) affects the terms and conditions, or security of employment of a significant number of employees to whom this Collective Agreement applies; and
 - (b) alters significantly the basis upon which the Collective Agreement was negotiated, either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an Arbitration Board pursuant to Article 5 of this Collective Agreement, by-passing all other steps in the grievance procedure.
- 3.04 The Arbitration Board shall decide whether or not the Employer has introduced or intends to introduce a technological change, and upon deciding that, the Arbitration Board:
- (a) shall inform the Minister of Labour of its findings; and
 - (b) may then or later make any one or more of the following orders:
 - (i) that the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;
 - (ii) that the Employer will not proceed with the technological change for such period, not exceeding ninety 90 days, as the Arbitration Board considers appropriate;
 - (iii) that the Employer reinstate any employee displaced by reasons of technological change;
 - (iv) that the Employer pay to that employee such compensation in respect of his displacement as the Arbitration Board considers reasonable;
 - (v) that the matter be referred to the Labour Relations Board (under Section 98 of the *Labour Relations Code*).

Section 3 – Other Changes

- 3.05 If the Regional District is disbanded the Union and the Employer will make every reasonable effort to try and ensure the re-employment of redundant employees.

ARTICLE 4 – DISCUSSION OF DIFFERENCES

Section 1 – Union/Management Meetings

- 4.01 A Labour Management Committee shall be established consisting of two (2) representatives of the Union and two (2) 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 of the employees.
- 4.02 The Committee shall concern itself with the following general matters:
- (1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
 - (2) Improving and extending services to the public.
 - (3) Promoting safety and sanitary practices.
 - (4) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
 - (5) Correcting conditions causing grievances and misunderstandings.
- 4.03 The Committee shall meet at a mutually agreeable time and place. 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.
- 4.04 A representative of the Employer and a Union representative shall be designated as joint Chairpersons and shall alternate in presiding over meetings.
- 4.05 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.
- 4.06 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 discussion. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.
- 4.07 The Committee will only meet to discuss the matters that have first been presented to the respective department heads and subsequently through the Administrator's office and not satisfactorily resolved.

ARTICLE 5 – GRIEVANCE PROCEDURE

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement. In the event that any difference arises between the parties out of the interpretation, application, operation or any alleged violation of this Agreement, including any difference arising from the suspension or dismissal of any employee and including any question or difference as to whether the matter is arbitrable, such question or difference shall be finally and conclusively settled without stoppage of work in the following manner.

Section 1

5.01 Step 1

The individual employee or employees concerned, with or without his/her Union Steward or Union General Grievance Committee member (at the employee's option), shall first discuss and endeavour to settle the dispute with his/her immediate Supervisor within twenty-five (25) days of the occurrence of the grievance. Should a settlement not be agreed upon at this stage, then:

5.02 Step 2

The grievance shall be reduced to writing, signed by the employee and/or the Union Steward and/or member of the Union General Grievance Committee and shall be presented to the Department Head. Within seven (7) days after its submission to the Department Head, the employee or employees concerned shall, with his/her Union Steward and his/her Union Representative as identified in 5.01 Step 1 above, meet with the Department Head to discuss and endeavour to settle the grievance. Failing a satisfactory settlement at this stage, then:

5.03 Step 3

The Grievance shall be a matter of discussion between the employee or employees concerned and their Union Representatives as identified in Step 1 and Step 2, and the Administrator. Failing to reach a satisfactory settlement of the grievance within five (5) days after its submission to the Employer's Representative as indicated above, then:

5.04 Step 4

A meeting of the Committee on Labour Relations/Grievances of the Employer and the Union General Grievance Committee of the Union shall meet within five (5) days of a written request for such a meeting to discuss and endeavour to settle the grievance. Failing to reach a satisfactory settlement of the dispute within twenty-five (25) days after such meeting has taken place, then the dispute shall be referred to Arbitration as provided in Article 6.

5.05 Time Limits

The time limits in the above Article may be varied and/or extended only by mutual agreement between the parties.

Section 2

5.06 Policy Grievance

Any question of a general application or any dispute regarding the interpretation of or violation of this Agreement shall be discussed by the Committee on Labour Relations/Grievances and the Union General Grievance Committee in an attempt to settle the matter. Failing a satisfactory settlement within five (5) days of its submission and/or discussion, the Employer shall have the right upon giving five (5) days notice in writing to the Union, to refer the dispute to an Arbitration Board in accordance with Article 6.

5.07 Wherever the word "days" is used in this Article with reference to length of time, it shall mean "working days" unless otherwise specified.

ARTICLE 6 – ARBITRATION

Section 1 – Composition of Board

- 6.01 Should the Committee on Labour Relations/Grievances and the Union General Grievance Committee fail to settle any difference, grievance or dispute whatsoever arising between the Employer and the Union, or the employee(s) concerned, such difference, grievance or dispute shall be referred to an Arbitration Board consisting of three (3) members.
- 6.02 One member is to be appointed by the Committee on Labour Relations/Grievances, one by the Union and the third shall be the Chairperson of the Arbitration Board, as chosen by the two (2) thus appointed, or failing such appointment within two (2) weeks after either party has given notice to the other requiring that such appointment be made, by the Minister of Labour for the Province of British Columbia, upon the application of either party. The decision of the said arbitrators, or any two (2) of them, made in writing in regard to any difference or differences shall be final and binding upon the Employer, the Union and the employee(s) concerned.
- 6.03 **Expenses of Arbitration Board**
Each party shall bear the expense of the arbitrator appointed by such party, and shall pay one half (½) of the expenses of the Chairperson.
- 6.04 **Authority of Arbitration Board**
The Arbitration Board shall have the power to settle the terms of the question to be arbitrated.
- 6.05 **Single Arbitrator**
Notwithstanding the above, the parties may by mutual agreement, refer the dispute to a single arbitrator, with each party paying one half (½) of the costs of such single arbitrator. The single arbitrator shall have the same powers as an Arbitration Board. Failing agreement to the appointment of a single arbitrator, the dispute shall be referred to a three (3) person Board as per Clause 6.02 of this Agreement.

ARTICLE 7 – SENIORITY

Section 1 – Calculation of Seniority, Probationary Period

- 7.01 Seniority shall be defined as the length of service with the Employer in the bargaining unit except that credit shall be given for all continuous service prior to certification of the bargaining unit. Seniority shall operate on a bargaining unit-wide basis.
- 7.02 Upon completion of the six (6) month probationary period, an employee's seniority shall be effective from the original date of employment. During the probationary period, the employee shall be entitled to all rights and benefits of the Collective Agreement as per Clause 14.01 of this Agreement.

Section 2 – Promotion and Transfer

- 7.03 The employer agrees that in making staff changes, transfers, or promotions, appointment shall be made of the applicant having the required qualifications, competency, efficiency, and ability to do the job. Where more than one (1) employee in the bargaining unit applies for the same position, the most senior applicant shall be awarded the position provided the employee possesses the qualifications, competency, efficiency and ability to do the job. The Employer shall determine qualifications and ability in a fair and equitable manner.

Section 3 – Transfer

- 7.04 An employee who leaves the bargaining unit to fill a management position or another position with the Employer, excluded from the unit by agreement between the Union and the Employer or the *Labour Relations Code* and who returns to the unit within a six (6) month period shall be credited only with that accumulated seniority prior to leaving the bargaining unit. (Seniority held at date of leaving the bargaining unit plus accrued credit from the date of re-entry to the unit.) No employee shall be transferred to a position outside the bargaining unit without his consent.

Section 4 – Reduction in Work Force/Lay-Offs and Recall

- 7.05 (1) **Lay-off** - A lay-off shall be defined as a temporary cessation of active regular employment in accordance with Clause 7.07 or a reduction in the full time hours of work of a regular employee as defined in this Agreement. If a reduction of office staff is necessary, the following procedure shall be adopted:

The employee with the least amount of seniority in a job classification will be the first laid off from that job but they may displace an employee in the same or lower salary grade with the least seniority in another classification providing they have the qualifications to satisfactorily perform the job. Employees who are displaced from their jobs as a result of such lump-back procedure, may themselves move back and displace employees having less seniority in the same or lower salary grade providing such employees have the necessary qualifications as specified in the job description. The Employer shall determine whether employees have the necessary qualifications in a fair and equitable manner. An employee who exercises their right to bump shall be granted a familiarization period of three (3) calendar months.

- (2) When an employee is promoted to another classification and such promotion would not otherwise result in any increase in salary at the time, such employee shall be placed in an experience grade in his new classification which will provide an immediate increase over his previous salary rate. The date of promotion to the new classification shall become the anniversary date for application of the salary progression.
- 7.06 Unless legislation is more favourable to the employee(s), the Employer shall notify all regular employees who are to be laid off ten (10) working days prior to the effective date of lay-off. Upon completion of three (3) years service of employment, the amount of notice or pay in lieu is increased to three (3) weeks and an additional week of notice or pay in lieu is added for each additional year of employment up to eight (8) years. The maximum requirement is eight (8) weeks of written notice or pay in lieu upon completion of eight (8) or more years of employment.
- 7.07 Any regular (i.e. permanent) employee with six (6) months or more service who is laid off shall be placed on a recall list for a period of twelve (12) months.
- 7.08 The Employer agrees to pay the full coverage for all employee benefit plans for employees laid off for periods of less than three (3) months. In the event of a longer lay-off, employees so affected shall have the right to continue this coverage through direct payments.
- 7.09 Notice of recall to an employee who has been laid off shall be made by registered mail to the last known address of the employee. The employee must respond to such notice within five (5) days of receiving it or lose rights of seniority and recall; however, an employee who is prevented from responding to a recall notice because of illness or other reasons beyond the employee's control shall not lose rights thereby but such employee may be by-passed for the position available. An employee by-passed as provided above will remain on the recall list for the remaining recall period.

Section 5 – Seniority List

- 7.10 The Employer shall maintain an up-to-date seniority list of all bargaining unit employees. An up-to-date seniority list shall be sent to the Treasurer of the Union upon written request from the Union.

Section 6 – Relieving in Higher and Lower Positions

- 7.11 (a) When an employee temporarily relieves in a position covered by the Collective Agreement, paying a higher rate of pay, he/she shall be paid the Scale B pay rate of the higher rated position for the period worked.
- (b) When a union employee is required to temporarily relieve in a non-union position he/she shall receive the minimum rate of pay in the scale of the higher paid position. If the minimum rate of pay in the temporary position is equal to or below the employee's regular rate of pay, then he/she shall receive the next higher rate in the position he/she temporarily relieves in.
- (c) The absence of a non-union employee/department head due to vacation does not automatically mean that a temporary relief position is required. Temporary relief in non-union positions is only created when an employee is required to perform the principal duties of a non-union position.

- (d) For the purpose of this section, appointments of employees to a higher paid position must be authorized in writing by the Head of the Department or in his/her absence, the Administrator.

7.12 When an employee is assigned to a position paying a lower rate, his rate shall not be reduced.

Section 7 – Discharge and Termination

7.13 The Employer shall have the right to discipline and discharge an employee for just cause.

7.14 If upon joint investigation by the Union and the Employer or by decision of an arbitration pursuant to the terms of this Agreement, it shall be found that an employee has been unjustly discharged or suspended, the affected employee shall be, subject to the award of such arbitration or pursuant to the mutual findings of the Union and the Employer, reinstated to his former position without any loss of seniority or rank. Compensation for lost salary shall be as mutually agreed between the Employer and the Union or as decided by arbitration.

7.15 Whenever the Employer or his authorized agent deems it necessary to censure an employee, in a manner indicating that dismissal may follow any further infraction, or may follow if such employee fails to bring his work up to a required standard by a given date, the Employer shall, within ten (10) days thereafter, give written particulars of such censure to the Secretary of the Union, with a copy to the employee involved.

Section 8 – Loss of and/or Continuing Seniority

7.16 No seniority shall accrue for short terms of temporary work except that a temporary employee who attains regular status shall have seniority credited from the last date of entry as an employee of the Employer as provided in Article 7 Clause 7.02.

7.17 Except as provided in Clause 7.04, an employee who leaves the bargaining unit and subsequently returns will be considered a new employee from the date of re-entering the unit for the purpose of determining seniority credit.

7.18 An employee on approved leave of absence without pay will accrue seniority to a maximum of 90 calendar days.

7.19 An employee on leave of absence on Union business (under Article 9 Clause 9.03), or on sick leave or extended sick leave (under Article 13 Clauses 13.01 and 13.05) will continue to accrue seniority.

7.20 An employee laid off and placed on the recall list under Article 7 Clause 7.07 will retain and continue to accumulate seniority during the period of lay-off.

7.21 Loss of Seniority or Continuous Service

An employee shall not lose seniority rights and will, except as otherwise provided in this Agreement, continue to accrue seniority if he/she is absent from work because of sickness, accidents, lay-off or approved leave of absence. An employee shall only lose seniority in the event:

- (1) He is discharged for just cause and not reinstated.
- (2) He resigns in writing and does not withdraw his resignation within two (2) working days.
- (3) He is absent from work in excess of five (5) working days without notifying the Employer, unless such notice was not reasonably possible.
- (4) He fails to return to work following a lay off within seven (7) calendar days of being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his current address.
- (5) He is laid off for a period of six (6) months.

ARTICLE 8 – JOB DESCRIPTIONS, POSTINGS, VACANCIES AND APPOINTMENTS

Section 1 – Notice of New Positions

8.01 In the event the Employer shall establish any new position, the classification and wage of this new position shall be established by the Employer and written notice shall be given to the Union to negotiate and resolve the classification and wage rate. In the event the parties are unable to resolve the dispute, then it will be referred to Arbitration pursuant to Article 6. The Employer shall prepare a new job description whenever a new position is created.

Section 2 – Job Postings

8.02 It is agreed and understood that where vacancies exist or new positions are created, notice thereof will be posted on the Regional District bulletin boards and a copy mailed to the Secretary of the Union, a period of five (5) working days before the appointment is made, such postings and notice to contain the following information: nature of position, required ability, wage rate or salary range. The Employer agrees to advise the Secretary of the Union in writing of the name(s) of the successful applicant(s).

Section 3 – Job Applications

8.03 No new employees shall be hired until such posting has elapsed and present employees have had the opportunity to apply for and been given due consideration for such vacated or created position. The Union shall receive copies of all such postings.

Section 4 – Trial Period

8.04 The successful applicant shall be given a trial period of three (3) calendar months during which time he/she shall be paid the salary rate for the position. The trial period may be extended subject to the written agreement of both parties. 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, he/she shall be returned to his/her 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 his/her former position, wage or salary rate, without loss of seniority.

Section 5 – Temporary Vacancies

8.05 Where operational requirements permit when filling temporary vacancies exceeding one (1) month duration, the Employer will consider applications from permanent employees. Where a permanent employee is assigned to a temporary position, he/she shall be returned to his/her former position upon completion of the temporary term. Notice of such vacancies shall be by bulletin board. Resulting vacancies shall be filled at the Employer's discretion.

Section 6 – Job Descriptions

8.06 The Employer agrees to maintain up-to-date job descriptions for all positions for which the Union is bargaining agent.

Section 7 – Change in Classifications

8.07 The Employer shall prepare a new job description whenever a job is created (or whenever the duties of a job change). When the duties of any job are substantially changed or increased, or where 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, whichever comes first.

ARTICLE 9 – LEAVE OF ABSENCE

Section 1 – General Leave

- 9.01 (a) An employee desiring leave of absence for any reasons other than for Union conventions as provided for in Clause 9.03 or maternity leave as provided for in Clause 13.09 may obtain same for good and sufficient cause. Such requests shall be in writing and approved by the Employer.
- (b) Where an employee is granted leave of absence, such leave shall be without pay and without loss of seniority or benefit for a maximum of one (1) year after which seniority ceases to accrue and benefits are no longer available to the employee.

Section 2 – Union Business Leave

- 9.02 The Employer agrees to grant time of without pay during any working day to Officers of the Union for Union purposes, provided that such time shall not exceed a total of fourteen (14) working hours in any one (1) month, and provided that the Officer of the Union has advised the Administrator of the Employer not less than twelve (12) hours in advance. A written list of the names of such Officers in the employ of the Employer shall be forwarded to the Employer for this purpose.

9.03 Leave of Absence – Union Conventions

- (1) The Employer agrees to grant leave of absence to any two (2) duly elected convention delegates at any one (1) time, without pay, for the business purposes of the Union up to a maximum of ten (10) working days per year, provided that at least four (4) weeks notice, in writing, is given to the Administrator and further, providing that two (2) employees from the same department shall not be given simultaneous leave.
- (2) It is agreed that for those employees who have been granted leave of absence without pay for the business purposes of the Union up to a maximum of ten (10) working days per year, that regular salary payments will continue and the amounts in question together with an added twenty percent (20%) to cover fringe benefits will be recovered from the Union.

Section 3 – Collective Bargaining Leave

- 9.04 Bargaining representatives in the employ of the Employer shall have the privilege of attending collective bargaining meetings, if negotiating for a new Agreement and if held during regular working hours, without loss of remuneration, whose number for the purposes of this section shall not exceed a total of two (2) employees at any one (1) time.

Section 4 – Compassionate Leave

- 9.05 An employee shall be granted up to three (3) working days off with pay, per occurrence, and without loss of seniority and benefits in the case of a death of a member of the employees' immediate family, that is Spouse, Common-Law Spouse, Parent, Grandparent, Step-Parent, Sister, Brother, Child, Common-Law Child, Parent-in-Law, Brother/Sister-in-Law, Step-Son, Step-Daughter, Grandchild and Foster Child.

Application for leave in excess of three (3) working days is to be made to the Administrator.

Section 5 – Jury/Court Leave

9.06 In the event an employee is required to perform Jury Duty on a day on which he would normally have worked, the employee will receive pay for such duty at his regular straight time hourly rate of pay for his regularly scheduled hours of work. It is understood that such payment shall not be for hours in excess of seven (7) hours per day or thirty-five (35) hours per week. The employee shall remit payment received from the Court for such Jury Duty to the Employer. The employee shall return to work if dismissed by the Court before 12:30 pm.

Section 6 – Special Leave

9.07 An employee shall be allowed paid special leave as follows:

Marriage of the employee - one (1) working day per calendar year.
Birth of an employee's child - one (1) working day to be taken at the time of the child's birth.

Serious household or domestic emergency including illness in the immediate family of an employee and when no one at the employee's home other than the employee can provide the care of the ill immediate family member. Immediate family member includes persons as listed in Clause 9.05.

- two (2) working days per calendar year.

ARTICLE 10 – HOURS OF WORK, OVERTIME, STAND-BY, LEADHAND, AND WAGES

Section 1 – Hours of Work

- 10.01 The basic work day for full time employees shall be seven (7) hours between the hours of 8:30 am and 4:30 pm and the basic work week shall be thirty-five (35) hours, Monday to Friday inclusive.
- 10.02 The regular work day shall constitute seven (7) consecutive hours from 8:30 am to 12 noon and from 1:00 pm until 4:30 pm, provided that the Employer and the Union may agree to vary the hours of working including the lunch period, upon mutual agreement.
- 10.03 Notwithstanding anything contained in this article, the hours of work for the outside Utility Department utilities maintenance person, effective January 16 1989, shall be eight (8) hours between the hours of 8:00 am to 12 noon and from 12:30 pm until 4:30 pm. The basic work week shall be forty (40) hours, Monday to Friday inclusive.

Section 2 – Overtime

- 10.04 **Overtime Premiums** – All time worked before or after the regularly established working day or in excess of seven (7) hours per day, or eight (8) hours per day for outside Utilities Department utilities maintenance person, Monday to Friday shall be considered overtime and paid for at one and one half (1½) times the employee's straight time rate. All overtime in excess of three (3) consecutive hours to be paid for at two (2) times the employee's straight time rate.
- 10.05 Time worked on Saturday shall be considered as overtime and paid at the rate of one and one-half (1½) times the employee's straight time rate for the first three (3) hours. Any time worked in excess of three (3) hours on a Saturday will be paid at the rate of two (2) times the employee's straight time rate. Time worked on Sundays shall be considered as overtime and paid at two (2) times the employee's straight time rate.
- 10.06 Employees may decline overtime on a seniority basis providing there are other employees available who, in the opinion of the Employer, are qualified to perform the work. In such cases, the junior employees cannot decline to work overtime.
- 10.07 Employees who work overtime may request time off in lieu of overtime pay, but such time off must be taken at a time mutually agreed upon with the Employer. Employees will be allowed to accumulate such overtime in an Overtime Bank, which must be cleared by December 31 of the calendar year in which the accumulated overtime was earned. If employees have failed to clear their accumulated overtime by December 31 of the calendar year in which the accumulated overtime was earned, then the Employer will pay out all unused overtime to those employees so affected. The length of time off with pay for the purpose of this clause shall be equal to the straight time equivalent to the overtime earnings.

Section 3 – Overtime – Meal Period

- 10.08 An employee requested to work overtime beyond the regular work day shall be allowed a one (1) hour paid meal period at the applicable overtime rate of pay provided such overtime is in excess of two (2) hours of work. The meal period may be taken before, during or after the overtime work as may be mutually agreed.

Section 4 – Call Back – Stand-By

10.09 An employee called back to work after completing a regular day's work or from a regular day off shall be paid overtime rates for a minimum of four (4) hours or for the time worked, whichever is greater.

10.10 **Stand-By**

Where an employee is required to stand-by, be "on call", for duty which restricts their normal off-duty activities, they shall be compensated in accordance with the following schedule:

	Effective 01 Jan 1998	Effective 01 Jan 1999	Effective 01 Jan 2000
(1) Friday Night	\$25.00	\$27.00	\$30.00
(2) Saturday	50.00	52.00	54.00
(3) Sunday	50.00	52.00	54.00
(4) Statutory Holidays	50.00	52.00	54.00

plus the call back to work overtime rate for a minimum of four (4) hours or for the time worked whichever is greater. An employee designated for stand-by shall be immediately available for duty during the period of stand-by at a known telephone number. No stand-by payment shall be made if an employee is unable to be contacted or to report for duty when required.

Section 5 - Wages

10.11 The Employer shall pay basic wage rates to its employees in accordance with Schedule "A" attached hereto, and which forms part of this Agreement. Pay statements shall meet the requirements of the *Employment Standards Act* and regulations thereunder.

10.12 An employee who has severed his employment between the termination date of this Agreement and the effective date of the new Agreement shall receive the full retroactivity on any increase in wages, salaries or other perquisites.

10.13 Employees shall receive equal pay for equal worth, regardless of sex.

10.14 **Leadhand**

An employee performing leadhand duties while in charge of two (2) or more employees working in the Utilities Department shall be paid an additional thirty cents (\$0.30) per hour.

ARTICLE 11 – STATUTORY HOLIDAYS AND ANNUAL VACATIONS

Section 1 – Statutory Holidays

- 11.01 An employee will be paid for a public holiday only if he works on the scheduled working day prior to or the scheduled working day after such holiday, providing the employee is not sick, on vacation, or on authorized leave of absence.
- 11.02 The Employer agrees to provide all employees with the following statutory holidays at the employee's regular rate of pay:

New Years Day	Victoria Day	Labour Day	Christmas Day
Good Friday	Canada Day	Thanksgiving Day	Boxing Day
Easter Monday	B.C. Day	Remembrance Day	

and any other day that may be stated a legal holiday by the Provincial, Civic and/or Federal Government. In addition to the above, the Employer agrees to provide all employees with one (1) floating statutory holiday to be taken at a mutually agreeable time.

- 11.03 Should any of the above holidays fall on an employee's regular day off, the employee shall receive an additional day or days off, with pay, to be taken on the following Monday, or at a time mutually agreed with the Employer.
- 11.04 No work shall be performed by employees on the holidays mentioned except in unforeseen circumstances. Work performed on such occasions will be paid at the rate of two (2) times the employee's regular rate in addition to the regular salary.
- 11.05 In the event any of the holidays enumerated in Clause 11.02 occur during the period of an employee's vacation, additional days vacation with pay shall be allowed for each holiday so occurring.

Section 2 – Annual Vacation

- 11.06 **Vacation Entitlement** – Paid annual vacations for all persons covered by this Agreement shall be allowed as follows:
- (a) In the first calendar year of service, vacation will be granted on the basis of one and one quarter ($1\frac{1}{4}$) working days for each month, or portion of a month greater than one half ($\frac{1}{2}$) worked, and thereafter shall be in accordance with the following:

Calendar Years of Continuous Service	Working Days Paid Vacation
2 – 3 years	15 days
4 years	17 days
5 years	18 days
6 – 10 years	20 days
11 years	21 days
12 years	22 days
13 years	23 days
14 years	24 days
15 years	25 days
16 years	26 days
17 years	27 days
18 years	28 days
19 years	29 days
20 years and after	30 days

“Calendar Year” for the purpose of this Agreement shall mean the twelve (12) month period from January 1 to December 31, inclusive.

- (b) For part-time employees, payment for vacation entitlement outlined in (a) above shall be based on actual time worked in a calendar year.

Section 3 – Vacation Period

- 11.07 Except in extenuating circumstances, subject to the Administrator's written approval, all vacations must be taken in the year of the entitlement.

Section 4 – Splitting of Vacation

- 11.08 Annual vacations for employees with five (5) working days or less shall be taken in one (1) period of time. Employees with a vacation entitlement of eight (8) days or more shall be granted their entitlement in one (1) continuous period, but, may upon request from the employee, take their entitlement in divided periods of not less than 5 working days. The provisions of this clause may be varied by mutual agreement between the Employer and the Union.
- 11.09 Employees wishing to split their vacations shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period but only after all other "first" vacation periods have been allocated. Seniority shall prevail in the choice of the third vacation period but only after all other "first" and second vacation periods have been allotted.

Section 5 – Vacation Pay

- 11.10 Vacation pay for each week of vacation shall be at the same rate of pay, exclusive of overtime, which the employee would normally earn for a normal work week.

Section 6 – Vacation Entitlement/Pay on Dismissal, Termination, and Retirement

- 11.11 (a) Employees who leave the service of the Employer shall receive vacation pay for the calendar year in which termination occurs, on the basis of one twelve ($\frac{1}{12}$) of their vacation entitlement for that year for each month, or portion of a month greater than one-half ($\frac{1}{2}$) worked to date of termination.
- (b) In all cases of termination of service, adjustments will be made for any overpayment of vacation.

ARTICLE 12 – CONDITIONS OF EMPLOYMENT

Section 1 – Legal Costs

12.01 Legal costs for actions initiated against an employee by virtue of the performance of his employment duties is covered under the provisions contained in Bylaw No. 763.

Section 2 – Allowances for Transportation/Accommodation

12.02 Vehicle Allowance and Other Expense

Effective 01 November 1982, travel, accommodation and meal expenses for authorized business, conferences and delegations, shall be paid in accordance with the current Board Policy.

Actual expenses incurred by an employee in the performance of Regional District business shall be reimbursed to the employee within three (3) days of the date of submission to the Regional District of an approved statement of expenses.

Section 3 – Meeting/Lunch Room

12.03 The office facilities (lunchroom) will be made available for Regional District of East Kootenay employees during lunch periods and after regular working hours between Monday and Friday inclusive, for seminars, workshops, lectures, etc., subject to availability and a minimum of 24 hours notice being submitted to and approved by the Administrator.

Section 4 – Responsibility of Handling Cash

12.04 Any one (1) employee handling cash shall be responsible for any shortage. Where more than one (1) employee is involved in the handling of the same cash box then no employee will be held responsible in the event of a cash shortage other than in the case of criminal negligence.

Section 5 – Copyright Infringement

12.05 Any employee whose job requires the copying and/or reproduction of material shall not be held responsible for any copyright infringement violation incurred on behalf of the Board while performing required work.

ARTICLE 13 – SICK LEAVE, EXTENDED SICK LEAVE, AND MATERNITY LEAVE

Section 1 – Sick Leave, Credits and Pay

- 13.01 Upon completion of three (3) months of the required six (6) month probationary period, paid sick leave for all employees covered by this Agreement shall be credited as follows:
- (a) In the first calendar year of service, non-accumulative paid sick leave will be credited on the basis of three quarters ($\frac{3}{4}$) of a working day for each month or portion of a month greater than one half ($\frac{1}{2}$) worked.
 - (b) In the second and each succeeding calendar year of service, all regular, full-time employees shall be credited with nine (9) days paid sick leave per year, non-accumulative.
 - (c) For part-time employees, payment for sick leave credit outlined in (a) and (b) above, shall be based on actual time worked in a calendar year.
- 13.02 Use of sick leave in excess of three (3) days may require a report from a practicing doctor, dentist or chiropractor.
- 13.03 Sick leave shall be payable only where illness or injury of the employee concerned incapacitates him to the extent that he cannot carry out normal duties with the Employer.

Section 2 – Sick Leave Records

- 13.04 The Employer will maintain a record showing the total sick leave credits of each employee which shall be available for perusal by the employee upon request.

Section 3 – Long Term Disability – Extended Sick Leave

- 13.05 While in receipt of long term disability benefits, an employee shall accumulate seniority and shall be entitled to all rights and benefits of the Collective Agreement. While on long term disability such an employee shall continue to be covered by the provisions of Article 14 – Benefits and Health Care Plans and the benefit premiums shall be paid by the Employer and/or benefit carrier.
- 13.06 For recipients of long term disability benefits, the premium costs paid by the employer for the medical services plan, extended health and vision care plan, dental care plan, and group life insurance plan shall remain for the first two (2) years while on long term disability. At the expiration of two (2) years on long term disability, access to such benefits shall cease unless the long term disability recipient opts to continue benefit coverage by assuming one hundred percent (100%) of the premium costs of such benefits.
- 13.07 During the first two (2) years an employee is in receipt of long term disability benefits, the employee's job/position will be posted as a temporary position. At the conclusion of the two (2) year period on long term disability, the employee's job/position will be posted as a regular permanent vacancy and will be filled through the normal posting procedure (Article 8). In the event the employee is no longer deemed to be disabled and can return to work, he/she shall be placed in his/her former position or an equivalent position with the Employer. The time lines indicated above may be varied subject to agreement between the parties.

- 13.08 A regular permanent employee displaced by an employee returning to work after being on long term disability benefits, will have recourse to the rights provided for under the Collective Agreement, e.g. seniority, bumping, severance pay, etc.

Section 4 – Maternity and Parental Leave

- 13.09 Upon written request, maternity and/or parental leave without pay and without loss of seniority shall be granted in accordance with the *Employment Standards Act*. A request for maternity leave must be supported by a Certificate of a Medical Practitioner. A request for an additional twelve (12) weeks of parental leave shall be granted to either the mother or the father of the child as per the *Employment Standards Act*.
- 13.10 Extensions to the time period for maternity and/or parental leave shall be granted in accordance with provisions of the *Employment Standards Act*.
- 13.11 The employee intending to return to work after maternity or parental leave shall provide the Employer with at least three (3) weeks notice. On return from maternity or parental leave, the employee shall be returned to his/her former position with all benefits to which the employee would have been entitled had the leave not been taken.
- 13.12 An employee's combined entitlement to maternity and parental leave shall not exceed thirty-two (32) weeks plus any extensions granted in accordance with the *Employment Standards Act* and where mutually agreed by both parties.

ARTICLE 14 – BENEFITS AND HEALTH CARE PLANS

Section 1 – Health Care Plans

14.01 Regular employees, full or part-time, covered by this Agreement and who have completed three (3) months of the required six (6) month probationary period, shall be entitled, subject to some benefit contract restrictions, to enroll in the group benefit program. Coverage under all group benefits shall commence on the first day of the month following completion of three (3) months of the probationary period.

Section 2 – Group Life Insurance

14.02 The Employer shall make available to each employee a Group Life Insurance Plan, including Accidental Death and Dismemberment Coverage of twice the employee's annual salary to a maximum of one hundred thousand (\$100,000.00) dollars. The cost of the plan shall be on a basis of the Employer paying one hundred percent (100%) of the premiums thereof. Coverage under this plan shall be compulsory for all permanent employees of the Employer who have completed three (3) months employment.

Section 3 – Benefit Plans

14.03 The Employer shall make available to each employee a benefit plan providing the following coverage:

Short Term Disability (Weekly Wage Indemnity Plan)

- 75% of Basic Weekly Earnings to a maximum of \$500.00 per week
- Elimination Period: "0" days accident, three (3) days illness
- Evidence of Insurability: required for amount in excess of \$350.00 per week
- Maximum Benefit Period: 26 weeks
- Limiting Age: to age 65
- Permanent Part-time Employees – no coverage
- 100% premiums paid by the Employer

Long Term Disability

- 66 2/3% of basic monthly earnings to a maximum of \$2,000.00 per month
- Elimination Period: 6 months
- Evidence of Insurability: required for amount in excess of \$1,500.00 per month
- Maximum Benefit Period: to age 65
- Limiting Age: to age 65
- Permanent Part-time Employees – no coverage
- 100% premiums paid by Employee

Extended Health and Vision Care

- **Extended Health**
 - 80% reimbursement
 - \$25.00 deductible per family per calendar year
 - maximum \$25,000 lifetime, per person
 - **Effective January 1, 1999** - reimbursement maximums remain the same for all eligible expenses except for the following increases:
 - Physiotherapy/Massage - \$500 combined per person per calendar year
 - Chiropractor/Naturopath - \$400 combined per person per calendar year

- **Vision Care**
 - 80% to maximum of \$250 per person every 2 calendar years
 - **Effective September 1, 1998** - 90% reimbursement to a maximum \$250 per person every 2 calendar years
- 100% extended health and vision care premiums paid by Employer.

Dental Plan

- Plan A Basic Services – 100% reimbursement – no maximum
- Plan B Major Restorative Services - 50% reimbursement to a maximum \$2,000 per covered person per calendar year
 - **Effective September 1, 1998** - 75% reimbursement to a maximum \$2,500 per covered person per calendar year
- Plan C Orthodontics - 50% reimbursement to a maximum \$2,500 per covered person lifetime
- 100% dental plan premiums paid by Employer.

14.04 Coverage under the group benefits outlined in Clause 14.02 and 14.03 shall be compulsory for all permanent employees of the Employer who have completed their probationary period as set out in Article 7 Clause 7.02 of this Agreement.

Section 4 – Medical Services Plan of BC

14.05 The Employer shall make available to each employee, coverage under the Medical Services Plan of BC with 100% premiums paid by the Employer. Coverage under this Plan is not compulsory.

Section 5 – Employment Insurance

14.06 The Employer agrees that all employees covered by this Agreement shall remain insurable under the *Employment Insurance Act*.

Section 6 – Superannuation

14.07 All employees eligible shall be covered by the provisions of the *Pension (Municipal) Act*.

Section 7 – Workers' Compensation Protection

14.08 All employees shall be covered by the provisions of the provincial *Workers' Compensation Act*. No employee shall have employment terminated as a result of absence from work with a compensable accident. Pending settlement of the compensation claim, the employee shall continue to accrue seniority and shall continue to receive the full benefits of this Agreement.

14.09 An employee prevented from performing his regular work with the employer on account of an occupational accident that is recognized by the *Workers' Compensation Act*, shall receive from the employer the difference between the amount payable by the *Workers' Compensation Board* and his regular net salary. In order to continue receiving his/her regular salary, the employee shall assign his/her Workers' Compensation cheque over to the Employer.

ARTICLE 15 – GENERAL PROVISIONS AND CLOTHING ALLOWANCE

Section 1 – Relief Periods

15.01 Two relief periods per day of fifteen (15) minutes each, one in the morning and one in the afternoon shall be provided without loss of pay.

Section 2 – Bulletin Board

15.02 The Employer agrees that the Union shall have the right to maintain a bulletin board in the Employer's office in a conspicuous and convenient place, provided that the use of such shall be restricted to the events and reports of the Union. Such postings shall be signed by the President or the Secretary of the Union.

Section 3 – Printing of Agreement

15.03 The Employer will be responsible for the amending and drafting of the Collective Agreement and the costs associated with the printing and supply of the Collective Agreement will be borne equally between the parties.

Section 4 – Courses, Seminars, Conventions, and Professional Fees

15.04 The Employer shall, by adoption of a Board Policy which may be changed from time to time, arrange for one hundred percent (100%) of the payment or for a fixed percentage thereof of an academic or technical course approved by the Employer subject to satisfactory conclusion (proof of passing by letter, degree or diploma) from the subject institute, and shall further, by Board Policy specify the conditions whereby employees shall be entitled to receive payment in accordance with the rates as set out in this Agreement for attendance at seminars and conventions and also specify whether the annual fees of a professional association to which an employee is a member will be paid. In those matters where a Board Policy is in effect permitting financial participation for any of the matters hereto above referred, and application concerning same submitted by an employee is refused, the reason for such refusal will be submitted to the Employee. The details pertaining to any change of Policy relative to the subject matter of this clause will be conveyed to the Union at the very earliest opportunity after such change has been adopted.

Section 5 – Clothing Allowance

15.05 The Employer will supply each regular employee in the Utilities Department with two (2) pairs of coveralls per year and with work gloves as required.

15.06 The Employer agrees to pay fifty percent (50%) of the cost of a maximum of two (2) pairs of safety shoes per year purchased by each permanent regular employee as required by the *Workers' Compensation Board*. The wearing of safety shoes is a condition of employment in the Utilities Department.

ARTICLE 16 – VARIATIONS

16.01 The Employer agrees that reports or recommendations about to be made to the Employer dealing with matters of policy and/or conditions of employment and which affect employees within this bargaining unit, shall be communicated to the Union in time to afford the Union a reasonable opportunity to consider them and, if deemed necessary, of speaking to them when they are dealt with by the Employer.

ARTICLE 17 – EFFECTIVE AND TERMINATING DATES

17.01 This Agreement shall be binding and remain in effect from 01 January 1998 to 31 December 2000 and shall continue from year to year thereafter unless either party gives to the other party notice in writing at least sixty (60) days prior to December 31st in any year that it desires its termination or amendment. During the period of contract negotiation, this Agreement will remain in full force and effect. The Agreement shall be amended only by mutual agreement between the parties. All revisions to the Collective Agreement mutually agreed upon shall, unless otherwise specified, apply retroactively to the aforesaid anniversary date.

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed by their respective officers thereunto lawfully authorized in that behalf,

The _____ day of _____ A.D., 1998.

Signed on behalf of:

**REGIONAL DISTRICT OF
EAST KOOTENAY**

Chairperson

Administrator

Signed on behalf of:

**CANADIAN UNION OF PUBLIC
EMPLOYEES – LOCAL 2106**

President – Local 2106

Member – Bargaining Committee

National Representative C.U.P.E.
Member – Bargaining Committee

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