

2004 COLLECTIVE AGREEMENT

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COLLECTIVE AGREEMENT

Between

STAFF ASSOCIATION OF REGIONAL DISTRICT OF CENTRAL OKANAGAN

And

REGIONAL DISTRICT OF CENTRAL OKANAGAN

PREAMBLE

WHEREAS the DISTRICT is an employer within the meaning of the Industrial Relations Act;

AND WHEREAS the ASSOCIATION is a trade union within the meaning of said ACT and is the bargaining authority for that unit of employees engaged as full-time and part-time employees in non-managerial positions.

AND WHEREAS it is the desire of both parties to this Agreement.

1. To promote and encourage harmonious relations and settled conditions of employment between the DISTRICT and the ASSOCIATION;
2. To recognize the mutual value of joint discussions in matters pertaining to working conditions, duties and responsibilities, scale of wages, safety and other related matters;
3. To encourage efficiency in operation of the DISTRICT and the services of which it provided to the community;
4. To promote the morale, well-being and security of all employees in the bargaining unit of the ASSOCIATION;
5. To secure prompt and ethical settlement of grievances through this Agreement.

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

NOW, THEREFORE this Agreement witnessed that the parties hereto agree one with the other as follows:

ARTICLE 1 – PURPOSE OF THE AGREEMENT

1.01 The purpose of this Agreement is to establish the terms and conditions of employment so that effective operations and harmonious relationships may be to the benefit of both parties and the community the DISTRICT serves.

ARTICLE 2 – DURATION OF AGREEMENT

- 1) This Agreement shall be for the period from and including January 1, 2004 to and including December 31, 2006 and shall continue in full force and effect from year to year thereafter subject to the right of either party to serve notice to commence bargaining as provided for in the Industrial Relations Act.
- 2) The present Agreement shall continue in full force and effect until:
 - i. the ASSOCIATION commences a legal strike;
 - ii. the DISTRICT commences a legal lockout; or
 - iii. the parties enter into a new Collective Agreement.

ARTICLE 3 – RECOGNITION

3.01 The DISTRICT recognizes the ASSOCIATION as the sole and exclusive bargaining agent for its employees for the purpose of collective bargaining with respect to rates of pay, hours of employment and all other terms and conditions of employment. To implement this, the ASSOCIATION shall supply the DISTRICT with the names and positions of its officers and designated supervisors referred to in this Agreement.

3.02 Bargaining Unit Work

Except for emergent, incidental, unanticipated situations, when no direct labour is available or contracting out as allowed under Article 8 of this Agreement, the DISTRICT will not use non-bargaining unit employees to perform work that is normally performed by bargaining unit employees.

3.03 Volunteer Workers

The DISTRICT has the right to allow volunteer workers to carry out specific projects from time to time in any DISTRICT facility, function or service.

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 Except as otherwise provided in this Agreement, the management supervision and control of the DISTRICT and the direction of the working force remain the exclusive function of management. The ASSOCIATION further recognizes and agrees that the DISTRICT retains all the customary rights, responsibilities, functions and prerogatives of management.

4.02 The employer embraces the principles of progressive discipline. Whenever the Employer deems it necessary to censure an employee in a manner indicating that further discipline may follow any repetition of the act or shortcoming, the DISTRICT shall, within five (5) days give written particulars of such censure to the employee involved, with a copy to SARDCO.

Discharge or suspension of an employee shall be for proper cause. When an employee is discharge or suspended, he/she shall be given the reasons, in writing, within 24 hours of such suspension or discharge.

The employer will provide to the union notification of any sanctions imposed on an employee.

ARTICLE 5 – NO DISCRIMINATION

5.01 The DISTRICT and its agents agree that there should be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, termination, discipline, dismissal, or otherwise by reason of age, race, creed, colour, nationality, political or religious affiliation, sex or marital status, nor by reason of membership in a labour union. An employee shall at all times and in like manner act in good faith toward the employer.

5.02 Sexual and Personal Harassment

The DISTRICT recognizes the right of employees to work in an environment free from sexual and personal harassment. Complaints about harassment shall be investigated by the DISTRICT immediately upon receiving a complaint in writing. If the complaint relates to harassment of one Bargaining Unit member by another, the DISTRICT shall investigate and then advise the ASSOCIATION, the complainant and the person complained of, of the results of the investigation and its intended course of action. The DISTRICT's decision regarding its course of action is subject to the Grievance Procedure. If the complaint about harassment involves a non-Bargaining Unit member and a Bargaining Unit member, that complaint shall be processed according to the Grievance Procedure subject to the following changes:

- i. If a person who is the subject of a complaint is the DISTRICT's representative at any step of the Grievance Procedure, then the ASSOCIATION may bypass that step of the procedure or present the grievance to another representative of the DISTRICT.
- ii. In the course of investigating a complaint of harassment the DISTRICT and the ASSOCIATION representatives shall have due regard for the complainant's interest in privacy and confidentiality.
- iii. In the determination of a complaint of harassment an arbitrator may take reasonable steps necessary to protect the complainant's interest in privacy and confidentiality in the determination of procedural and evidentiary matters, subject to the requirement of fairness to all parties.

ARTICLE 6 – ASSOCIATION SECURITY AND CHECKOFF OF ASSOCIATION DUES

6.01 Association Membership and Dues Deduction

The DISTRICT shall inform all employees that a Collective Agreement between the DISTRICT and the ASSOCIATION is in effect, and of the conditions of employment set out in Clauses 6.02 and 6.03 dealing with Association security and dues check off. The DISTRICT shall give all new employees a copy of the current Agreement at the time of employment.

- 6.02** Every employee who is now or hereafter becomes an employee shall become a member ASSOCIATION as a condition of employment, subject to Section 15 of the Labour Relations Code.
- 6.03** An employee shall, as a condition of employment, complete an Assignment of Wages form, authorizing the DISTRICT to deduct from his/her earnings and pay to the ASSOCIATION the dues, initiation fees and other charges as directed by the ASSOCIATION in accordance with its constitution and bylaws.
- 6.04** If an employee charges the DISTRICT with wrongful deduction of dues or levies as per Clause 6.03, such charge shall be referred to the ASSOCIATION, and the DISTRICT shall be under no obligation to reimburse the employee.
- 6.05** The DISTRICT shall deduct from each salary payment of each employee, the ASSOCIATION dues as determined by the ASSOCIATION. These dues shall be transmitted to the ASSOCIATION without delay along with a list of the names of all employees from whose wages deductions have been made.

ARTICLE 7 – STRIKE AT DISTRICT PREMISES

- 7.01** In the event that a legal strike or a legal picket line by a third party is set up at any DISTRICT premises, any refusal to work or failure to cross such picket line by employees shall not be considered a violation of this Agreement nor constitute sufficient grounds for suspension, dismissal or warning of unsatisfactory service.

In consideration of the provisions of this Section, the ASSOCIATION agrees to staff those essential services that are necessary to protect the health of the citizens, that is, 9-1-1 Emergency Telephone Service, water, sewer and to permit the Sanitary Landfill Operator to work during a strike.

ARTICLE 8 – CONTRACTING OUT

- 8.01** The DISTRICT has the right to contract out, however, no existing full-time employees as of January 1, 1989 will suffer loss of employment as a result of contracting out.
- 8.02** Should a position be contracted out, the DISTRICT will endeavour to:
- 1) Place the employee in other work consistent with his/her experience and training if other positions are available in the DISTRICT or;
 - 2) Provide assistance for job search, counselling and re-training for positions outside of the DISTRICT;
 - 3) Provide right of first refusal to submit a contract bid to provide the position which is the subject of contracting out.

ARTICLE 9 – TERM EMPLOYEE

- 9.01** The DISTRICT and the ASSOCIATION agree that circumstances may arise where positions are best filled on a fixed-term basis. Such terms will be filled for a predetermined period. Persons employed on a term basis will be subject to all the provisions of this Collective Agreement excluding Article 8 and Article 31.

- 9.02** Term employees will have access to the provisions of Article 14. However, the employer shall have the right to delay, or where necessary, cancel appointments to a new position, if said appointment would jeopardize the successful completion of the project that the term employee was originally hired to work on.

ARTICLE 10 – LABOUR MANAGEMENT NEGOTIATIONS

10.01 Bargaining Committee

A Bargaining Committee shall be appointed and consist of up to four (4) members of the DISTRICT, plus one (1) employer representative, if required. The ASSOCIATION shall appoint up to four (4) members plus one (1) representative, if required. The Chair of the Regional Board and the president of the ASSOCIATION may be Ex-Officio members to this committee.

10.02 Meeting of the Bargaining Committee

In the event of either the DISTRICT or the ASSOCIATION wishing to call a meeting of the Committee, the meeting shall be held at time and place fixed by mutual agreement. Such meeting shall be arranged within fourteen (14) days after the request has been made or as soon as possible within reason.

- 10.03** Any representative of the ASSOCIATION, who is in the employ of the DISTRICT shall have the right of attending Labour/Management meetings referred to in Clause 10.02 held within working hours, without the loss of wages. Meetings will, if at all possible, be held with the least possible time away from the work place.

ARTICLE 11 – JOB SHARING

- 11.01** The DISTRICT appreciates the principal of job sharing. Employees will have the right to request job sharing. Such requests will be granted where practical at the sole discretion of the DISTRICT. Reasons for not granting a request for job sharing will be provided in writing to both the Union and the employee.

Where a request for job sharing is granted the shared portion of the position will be posted.

Benefits will be available to the employees as long as compliance with the insurance carrier's conditions for continued coverage are met. The employer will only be responsible for the premiums associated with one employee. The participating employees will share the additional cost 50/50.

If there are no qualified internal applicants, qualified external candidates will be sought from applications on file with the Human Resources Department. If there are no qualified candidates, the position will not be considered for job sharing.

Should it be determined after the fact that a position is ill-suited for job sharing the DISTRICT will give the employee and the Union one (1) month's notice of its intent to terminate the job sharing arrangements. Included in the notice would be the DISTRICT's reasons for termination.

Should the primary employee leave the position the remaining employee will be afforded the opportunity of finding an internal candidate to replace the primary position. The employer will offer the employee access to the organizations avenues of communication. If the employee is unsuccessful after 10 days, the position will be re-posted as it was prior to entering into the job sharing arrangement.

ARTICLE 12 – GRIEVANCE PROCEDURE

12.01 There shall be no strikes or lockouts so long as this Collective Agreement continues to operate.

12.02 Disputes and Complaints

1) Any disputes arising between the DISTRICT and the ASSOCIATION concerning the interpretation, application, operation or any alleged violation of this Agreement shall be resolved without work stoppage in keeping with the procedure detailed under this Article and may begin at Step 2 as described in Article 12.04

2) If an Employee has a dispute concerning the interpretation, application, operation or any alleged violation of this Agreement which he/she wishes to pursue he/she shall within Seven (7) working days of the event causing the dispute discuss it with his/her immediate supervisor excluded from the Bargaining Unit or his/her designate as determined by the District. Such dispute shall be referred to as a "Complaint" in this Agreement.

3) The immediate Supervisor shall have seven (7) working days to attempt to settle the Complaint.

4) A Complaint involving the termination of an Employee may be referred by the Association, in the discretion of the Association, directly to step 2 of the grievance procedure outlined in Article 12:04.

12.03 Time Limits for Grievance

If the Complaint is not settled pursuant to Article 12.02 (2) and (3) an employee through the union who wishes to pursue a Complaint shall present a grievance in writing to the DISTRICT no later than fifteen (15) working days after the event giving rise to the grievance (whether or not the District has responded fully to the Complaint under Article 12.02(2)).

12.04 Grievance Procedure

Step 1: The DISTRICT will have five (5) working days from the receipt of the written grievance to deliver its written response to the grievance to the ASSOCIATION.

Step 2: Failing resolution at Step 1, the ASSOCIATION's Grievance Committee, if it wishes to pursue the grievance, shall deliver a grievance in writing to the Chief Administrative Officer or designate within five (5) working days following the response from the District at Step 1.

Step 3: The Chief Administrative Officer or designate shall have ten (10) working days after receipt of the written grievance to deliver a written response to the grievance to the

ASSOCIATION. During this period the Chief Administrative Officer, or designate, may meet with the ASSOCIATION's Grievance Committee or its delegate and the aggrieved employee in an effort to investigate and resolve the grievance.

Step 4: Failing resolution at Step 3, the ASSOCIATION may pursue the grievance to arbitration by delivering to the Chief Administrative Officer a written notice of its intention to do so within ten (10) days following the response at Step 3. Any such arbitration shall be conducted in accordance with Article 12.06.

12.05 Grievance Arbitration

- 1) The DISTRICT and the ASSOCIATION shall select an arbitrator by mutual agreement. This selection process shall take place within fourteen (14) days of the delivery of the declared intention to institute arbitration procedures. If the parties fail to agree on an arbitrator, either party may apply to the Minister of Skills Development and Labour to appoint an arbitrator.
- 2) Upon the selection or appointment, the arbitrator shall fix a date for hearing the grievance.
- 3) The time limits in Article 12.03 and 12.04 are mandatory and failure to strictly adhere to same shall result in a Complaint or grievance being deemed irrevocably abandoned and settled unless an agreement to extend in writing has been given by the opposing party. Arbitrators appointed under this article are so directed.
- 4) Each party shall pay one-half of the fees and expenses of the arbitrator.

12.06 DISTRICT and ASSOCIATION-Initiated Grievances

It is recognized that grievances may be initiated by the DISTRICT or the ASSOCIATION. Resolution of these grievances shall follow the procedure specified in Clauses 12.01 to 12.06

12.07 Individual Grievances

Individual employees have no right to conduct a grievance beyond Article 12.03. Only the DISTRICT or ASSOCIATION may pursue the grievance procedure in Article 12.04 although it is acknowledged that a Complaint may become a grievance if it is not settled and the Union proceeds with Step 2 of the procedure under Article 12.04.

ARTICLE 13 – INDEMNITY

13.01 Job related liability protection shall be in accordance with the Regional District of Central Okanagan Officers and Employees Indemnification Bylaw No. 343, 1987.

ARTICLE 14 – FILLING VACANCIES

14.01 In the event of any position within the Bargaining Unit being newly formed or coming vacant, the position will be posted as early as possible on all employee bulletin boards in each of the employer's facilities for a minimum of ten (10) working days. This is done to ensure that every effort is made to inform employees of any vacancies and enable those interested to make application. Such notice shall include the following

information: nature of the position, required knowledge and education, ability and skills, shift, and wage and salary rate.

Temporary Job Opportunities resulting from the absence of an employee through illness, accident, vacation or approved Leave of Absence or the workload of three (3) months or greater duration, shall be posted.

- 14.02** 1) While the DISTRICT and the ASSOCIATION recognize that job opportunities should increase in proportion to length of service, the parties recognize that the employee group has and maintain a varied range of skills, attitudes and abilities.

In situations where there are more than one qualified applicant, and the more senior applicant cannot be made equal with a minimum amount of training, the position will be awarded to the most qualified individual. Where two or more applicants are deemed equal the position will be awarded to the most senior employee.

When determining employee qualifications the employer will consider the following:

- Applicable Credentials
- Related experience with the employer
- Related experience with other employers
- Additional related training and credentials
- Employment record
- Safety Record
- Other factors that are contained in the job posting

- 2) Where there are no applications received from full or part time employees, relief employees having performed the duties of the vacant position will be given the opportunity to bid on said position. In the case where there is more than one qualified relief applicant, preference will be given to the most qualified applicant as above. In the case where there are two or more equally qualified applicants the individual with the most hours worked over 455 will be awarded the position.

14.03 When a job vacancy or new position is filled by an existing employee, the employee concerned shall be on probation for three (3) months. If the employee's performance is determined to be unsatisfactory any time during this period the employee will be returned to the position that they held previously to accepting the posting. During this probationary period the employee will receive the rate of pay at which the position was bargained for.

14.04 Notwithstanding Clause 14.02 and following consultation with the ASSOCIATION, the DISTRICT may contract out any new positions where it deems appropriate.

14.05 Employees who are awarded positions under this article are prohibited from applying for positions of the same or lesser wage for 24 months. The employer may agree to waive this provision.

14.06 Where a posted position is not filled by an existing full or part-time employee, a relief employee with greater than 455 hours shall be given first preference for the vacant position provided they possess the required qualifications, skills, abilities, knowledge and attributes. Relief employees shall be paid at the probationary rate.

ARTICLE 15 – SENIORITY

15.01 After employees have successfully completed the probationary period outlined in Article 20 the employee will commence compiling seniority based on their first day of employment in that position.

15.02 Seniority shall be determined by the number of years of service or part thereof employed by the DISTRICT whether continuous or seasonal, on an accumulating scale. Seniority shall be calculated annually based on the employee's workweek.

(i.e. $\frac{\text{Reg. Hrs. Worked}}{1820}$ or $\frac{\text{Reg. Hrs. Worked}}{2080}$)

The seniority date for employees, other than full time, shall be calculated beginning January 1, 1989.

Seniority will be accumulated during approved leaves of absence and bonafide illness.

15.03 Seniority will be terminated where an employee:

- Is laid off for more than one year (as per 15.04);
- Is terminated for cause;
- Is off sick in receipt of LTD benefits for more that 2 years;
- Has received severance;
- Is promoted out of the bargaining unit for more than one year;
- Quits.

15.04 Employees will maintain their seniority and be eligible for recall provided they have completed the probationary period as outlined in Article 19 and/or there have been no periods of lay-off greater than twelve (12) months. Employees with one (1) or more years' service will retain recall rights of one (1) additional month for each year of service to a maximum of twelve (12) additional months.

15.05 Seniority List will be prepared and posted annually on or before July 1st in all facilities where DISTRICT employees work.

ARTICLE 16 – LAYOFF AND RECALL

- 16.01** When the DISTRICT deems it necessary to reduce employees within a function, employees will be laid off on the basis of qualification, ability to perform the work, and seniority. Employees laid off as a result and pursuant to this Article shall not displace workers of other classifications.
- 16.02** Employees shall be recalled from lay-off by job description with the employee with the most seniority able to perform the available work being recalled first.
- 16.03** Upon being placed on lay-off those employees interested in being considered for temporary work outside of their job description will contact the Human Resources Department. They will inform the DISTRICT of which areas they are interested in working and of the skills they possess that will enable them to successfully perform those duties.
- 16.04** The Human Resources Department will compile a list of qualified available employees from which temporary work will be assigned where practical by seniority.
- 16.05** When work becomes available the most senior person who has identified themselves as per 16.04 will be called. If that person is not available the next senior person will be contacted and so forth until the work is assigned.

ARTICLE 17 – HOURS OF WORK

- 17.01** A normal work pattern shall consist of five (5), days to a maximum of seven (7) or eight (8) hours as the case may be.
- No seven (7) hour shift for employees shall be spread over a period longer than eight (8) hours, with one (1) hour off for lunch.
- While the employer intends to maintain consistent workweek patterns, the parties recognize that in some positions a variation of the normal pattern of work is required from time to time. This requirement will be identified in position job descriptions.
- The ASSOCIATION, where practical, will be notified of any proposed variation under this clause.
- 17.02** The normal pattern of work for arena and parks operators, and septic site operators will be based on forty (40) hours.
- 17.03** The DISTRICT may implement schedules that apply over a period of twenty-six (26) weeks that form a pattern that repeats over a period of not more than eight (8) consecutive weeks and under which the employees covered by the work schedules are to work an average of not more than forty (40) hours per week at the employee's regular rate.
- 17.04** All employees will be:
- 1) permitted a fifteen (15) minute rest period in each half of the work day
 - 2) permitted a one (1) hour lunch break in the middle of the shift or as otherwise agreed upon by the DISTRICT and the employee.

ARTICLE 18 – SHIFT PREMIUM

18.01 A shift premium of one dollar (\$1.00) per hour will be paid for all hours worked before 6:00 a.m. and after 6:00 p.m. This premium will be paid for the complete shift when a majority of said shift falls within premium hours.

18.02 Standby

An employee who is required to be on standby at times other than their regular shift shall be paid a minimum of two (2) hours at their regular rate regardless of whether or not the employee is called out.

Standby hours may be banked as per Article 19.01(3).

18.03 This provision will also apply to those employees required to be on standby on their regular day of rest or statutory holidays.

ARTICLE 19 – OVERTIME PAY

19.01 All time worked in excess of 7 hours in one day or 35 hours in one week, or 8 hours in one day or 40 hours in one week as the case may be, or outside the scheduled hours constituting any employee's normal work day or week as is contemplated in Art.17.03 shall be considered overtime and shall be paid for as follows:

- 1) On an employee's normal workday, time and one-half for the first two (2) hours and double-time thereafter.
- 2) On an employee's day of rest, double time.
- 3) The employee has the exclusive option to take compensatory time off in lieu of payment, such time off to be authorized by the Department Head. The said compensatory time off may be carried over into the next calendar year. The employee may accumulate up to a maximum of eighty (80) hours.
- 4) All overtime where and when possible must be authorized in advance by the Department head. An employee shall not receive overtime pay for any overtime work unless authorization by the Department Head is given.
- 5) All employees required to work statutory holidays will be paid double time plus regular pay for those days.
- 6) If a statutory holiday falls on a shift worker's day of rest, the employee shall be paid regular shift hours for the statutory holiday.

ARTICLE 20 – PROBATIONARY PERIOD

- 20.01** All new employees hired for any position with the DISTRICT shall be required to serve a full three (3) month probationary period at ninety percent (90%) of the rate of pay for the position, during which time his/her position may be terminated, if it is considered that said employee is not capable of fulfilling the duties of such position. The employer may, in some circumstances, extend this period to six (6) months. The rate of pay would remain at ninety percent (90%) during said extension. If an employee covered by this Agreement is hired to fill a position that has become vacant or newly formed, Article 14.03 shall apply.
- 20.02** During such probationary period, other than those covered under Article 15 in its entirety, the employee is not obliged to participate in group benefit plans of the District, however the employee shall be eligible for the cost-sharing benefits of such plans as provided by the District if said employee desires.
- 20.03** An employee receiving a change in grade, i.e. promotion, shall receive a pay adjustment equal to the new position.
- 20.04** Employees covered by this Agreement shall not be paid less than employees in positions in the same function, that are not covered by this Agreement, such as grant, student or casual employees.

ARTICLE 21 – ANNUAL VACATIONS

21.01 Vacation Period

The term "Vacation Period" shall mean the twelve (12) month period running from January 1st to December 31st.

- 1) In vacation periods where an employee has entitlement as outlined in 21.02, said incremental week shall not be taken until after the employee's date as outlined in 21.03.
- 2) During the term of this agreement the employer may study the feasibility of a "burn as you earn" process of accruing vacation. This process would only be adopted in consultation with and agreement of the Union.

21.02 Vacation Entitlement

For the purpose of calculating length of service to determine an employee's paid vacation entitlement, the anniversary date of every employee shall be determined as follows:

- 1) For new employees will be the first day of employment.
- 2) Existing employees as of December 31st, 1981 will have an anniversary date of December 31st.
- 3) Vacation entitlement will be determined on an equivalent hours calculation based on the employee's work week i.e. 1 day = 8 hours or 1 day = 7 hours.
 - 25 days (25 x 8 hours) = 200 hours or
 - 25 days (25 x 7) = 175 hours

- 4) Part-time employees shall receive vacation entitlement on a prorated basis, i.e. ½ time with 2 years of service (15 days) = an entitlement of 7.5 days.
- 5) Seasonal Employees will be paid 4% of earnings in lieu of vacation. This amount will increase to 6% after five seasons of employment with the employer.

21.03 Employees shall be allowed annual vacation periods in accordance with the following schedule:

- 1) On January 1 immediately following a new employee start date the employee will receive a prorated portion of the first year's entitlement. This time may be taken anytime thereafter, i.e.:

Employee Start date: July 1/00

- 15 prorated (6/12) = 7.5 days vacation available Jan. 1/01
 - 15 days available Jan. 1/02
 - 5 additional days available July 1/02
- 2) An employee who has completed one (1) but less than two (2) years service shall be entitled to fifteen (15) working days vacation with full pay at his/her current rate of pay as at the time the vacation is taken.
 - 3) An employee who has completed two (2) but less than seven (7) years service shall be entitled to twenty (20) working days vacation with full pay at his/her current rate of pay as at the time the vacation is taken.
 - 4) An employee who has completed seven (7) but less than twenty (20) years service shall be entitled to twenty-five (25) working days vacation with full pay at his/her current rate of pay at the time the vacation is taken.
 - 5) An employee who has completed twenty (20) or more years of service shall be entitled to thirty (30) working days vacation with full pay at his/her current rate of pay as at the time the vacation is taken.
 - 6) No employee shall receive or take more than fifteen (15) days of vacation time off at any one time without the approval of the Chief Administrative Officer.
 - 7) Upon notification, an employee may carry over a maximum of ten (10) days vacation leave to the next year.
 - 8) All employees shall submit to their appropriate Department Head, a written request for permission to commence their annual vacation at least one (1) month in advance of the first day of vacation period requested, or by mutual agreement. Permission must be obtained prior to commencement of the vacation period unless circumstances occur that prevent a person from attending work.
 - 9) If an employee is absent from work for reasons other than a compensable injury or maternity leave for greater than one (1) month, vacation entitlement shall be reduced on a prorated basis.

21.04 Vacation Pay

An employee, who is terminated, laid off or retiring from service is entitled to vacation pay in accordance with what he/she has earned under Clause 21.03.

21.05 Statutory Holidays

The DISTRICT will observe the following as statutory holidays:

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

and any other holiday declared or proclaimed as a Statutory Holiday by the Province of British Columbia or the Government of Canada.

Where a Statutory Holiday falls on a Saturday, the holiday will be observed on the Friday. If the Statutory Holiday falls on a Sunday, the holiday will be observed on the Monday. The schedule of Statutory Holidays to be observed at Christmas will be announced at least 60 days prior to the 25th of December.

ARTICLE 22 – GROUP MEDICAL PLAN (B.C. Medical Services Plan – Care Card)

22.01 The following rules and regulations governing the Group Medical Plan shall apply to all full-time employees of the DISTRICT covered by this Agreement:

- 1) Participation by all full-time employees of the DISTRICT shall be compulsory except those employees that may be exempted as per Clause 22.01 subsection (2).
- 2) An employee may be granted exemption upon producing satisfactory evidence that similar benefits are provided to said employee's spouse.
- 3) The employee shall be enrolled effective the first day of the first full month of service of the employee.
- 4) Premium costs of the Group Medical Plan shall be paid by the DISTRICT.
- 5) Subject to conversion privileges in accordance with the regulations of the British Columbia Medical Plan, an employee's medical coverage shall cease one (1) calendar month following the date upon which the employee's employment with the DISTRICT terminates for any reason.

ARTICLE 23 – GROUP BENEFIT PLAN

23.01 The Group Benefit Plan includes Extended Health, Vision Care, Dental, Life Insurance, Dependent Life, Basic Accidental Death & Dismemberment, Optional Life and Long Term Disability.

The following rules and regulations governing the Group Benefit Plan shall apply to all full-time employees of the DISTRICT.

- 1) Participation by all such full-time employees of the DISTRICT shall be compulsory.
- 2) The employee shall be enrolled effective the first day of the month coinciding with or next following the date of completion of three (3) months of employment.

3) Premiums for the Group Benefit Plan are paid as follows:

- (i) Extended Health: 50/50% by Employee/DISTRICT
- (ii) Vision Care: 100% by DISTRICT
- (iii) Dental: 100% by DISTRICT
- (iv) Life Insurance: 50/50% by Employee/DISTRICT
- (v) Basic AD & D: 50/50% by Employee/DISTRICT
- (vi) Optional Life: 100% by Employee
- (vii) Long Term Disability: 100% by Employee

4) Coverage terminates on the last day of the month in which employment ends.

Employees are provided with a booklet that describes the principal features of the Group Benefit Plan.

The employer agrees to increase the lifetime maximum of orthodontic work to \$2000.

The employer agrees to reimburse employees once a year to a maximum of \$100 for eyeglass lenses that are required due to a change in prescription.

The employer agrees to provide an allowance of up to \$60.00 every two years towards the costs associated with an eye examination.

ARTICLE 24 – PENSION PLAN

24.01 The Public Sector Pension Plans Act applies to the DISTRICT and its employees.

ARTICLE 25 – SICK LEAVE

25.01 Sick Leave means the number of working days an employee is permitted to be absent from work without loss of pay due to illness, accident for which compensation is not payable under the provisions of the Workers' Compensation Act, or to care for a sick dependent.

- 1) Effective January 1st, 1986, full-time employees shall be entitled to their unused sick days accumulated from that date.
- 2) Unused sick leave may be accumulated by a full-time employee who is employed thirty-five (35) hours or more each week, up to a maximum of one hundred (100) days.
- 3) Seasonal employees may accumulate a maximum of twelve (12) sick days. These sick days are not eligible for the provisions outlined in Article 25.01(4).

- 4) Upon leaving the employ of the DISTRICT after having served a minimum of ten (10) years including past years of service, accumulated sick leave will be paid out for fifty percent (50%) of the accumulated sick days to a maximum of fifty (50) days, calculated at the salary or rate of pay for the year in which the sick days were accumulated. For purposes of pay out, the number of eligible sick days for the last year of employment shall be calculated on the basis of one (1) day per month.
- 5) All employees covered by this Agreement shall be granted sick leave on a pro-rated basis up to a maximum of twelve (12) working days each year, based on the current amount for full-time.
- 6) Sick day entitlement will be determined on an equivalent hours calculation based on the employee's work week, i.e. a day = $40/5 = 8$ hours
a day = $35/5 = 7$ hours
- 7) The employer will require employees who are sick for more than 5 days to provide documentation proving that the employee's illness has been diagnosed and is being treated by a qualified Medical Practitioner. The Doctors note will include the nature of the illness, treatment, and expected date of return to work. An update as to the employee's progress will be required every 2 weeks. This documentation is required prior to payment and for continuance of sick pay benefits.

The employer may wave or modify the aforementioned requirements in those situations where the debilitating injury or illness is obvious.

If the employee is off sick for more than one month, a note from the employees doctor stating that the employee is fit to return to work will be required before the employee is allowed to return.

ARTICLE 26 – MATERNITY LEAVE

26.01 ASSOCIATION members shall be granted a leave of absence for maternity reasons as per the Employment Standards Act. The provision of the Act applicable to maternity leave will be extended to those employees adopting children subject to the limitations of the Regional District's insurance carriers or the Public Sector Pension Plans Act. All members shall submit to the Chief Administrative Officer a written request for leave at least one (1) month prior to the commencement of such leave.

ARTICLE 27 – LEAVE OF ABSENCE

27.01 An Employee may, in writing, request a leave of absence without pay for good and sufficient reasons. Such leave may be granted at the discretion of the Chief Administrative Officer.

Benefits will be available to the employee at their expense as long as compliance with the insurance carrier's conditions for continued coverage are met.

ARTICLE 28 – BEREAVEMENT LEAVE

28.01 An employee shall be granted leave with pay, to a maximum of three (3) days, in the event of a death in the employee's family. Family shall include: wife, husband, spouse, son, daughter, father, mother, brother, sister, grandfather, grandmother, father-in-law, mother-in-law.

28.02 An employee shall receive compassionate leave for reasonable and just cause to a maximum of three (3) days without the loss of pay, subject to the approval of the Chief Administrative Officer.

ARTICLE 29 – IN SERVICE COURSES

29.01 Financial assistance to staff members attending in service courses shall be subject to the following:

- 1) The training course or program must be job related and approved by the Department Head and the Chief Administrative Officer.
- 2) The course or program must demonstrate a substantial value in improving job skills.
- 3) The course or program must be successfully completed.
- 4) Should the employee leave the employ of the DISTRICT prior to one (1) year after the successful completion of the course, the employee shall refund one-half of the course/program fees. A written agreement in this regard shall be completed by the DISTRICT and the employee.
- 5) Courses/programs may be attended by each employee within the geographical area of 1,000 road kilometres from Kelowna (U.S.A. included) not to exceed five (5) working days without the written agreement of the Chief Administrative Officer.
To attend courses beyond these parameters, written approval from the Chief Administrative Officer must be received.
- 6) The Department Head shall be satisfied that the applicant's current work program is up-to-date and that the applicant's position is being covered by another staff member in the department.

ARTICLE 30 – TRAVEL EXPENSES

30.01 The employee shall submit an advance expenses form properly authorized, based on the total estimated cost of the trip (travel, lodging, meals, registration, etc.).

- 1) An advance equalling eighty percent (80%) of the total estimated costs of the trip, less costs paid directly by the DISTRICT (such as airfares), will be prepared for the employee prior to the commencement of the trip.
- 2) Immediately upon return, the employee shall submit a final expenses form properly authorized, showing the total actual expenditures (with receipts) less the amount of the advance received.

ARTICLE 31 – SEVERANCE PAY – ELIGIBLE EMPLOYEES

31.01 That Severance Pay be based on the following:

- 1) One week's pay for each year of continual service to employees who are unable to continue in their jobs because of non-compensable injury or illness, mental or physical condition or who become redundant due to the introduction of new methods, equipment or organization.
- 2) The employer will endeavour to place such an employee in other work consistent with his/her mental or physical condition or other qualifications and will endeavour to provide any necessary training or re-training. Should the employee refuse to be placed in such other work or to undergo training, he/she shall not be entitled to severance pay, notwithstanding ARTICLE 15 in its entirety.
- 3) The provisions of the Employment Standards Act will apply where the benefits applicable are superior to those within the Collective Agreement.
- 4) The amount of Severance Pay to which an employee shall be entitled shall not exceed ten (10) weeks.

ARTICLE 32 – RETIREMENT POLICY

32.01 Employees may, upon reaching age sixty-five (65) years, be permitted to continue employment on a year-to-year basis subject to the approval of the Board, based on a recommendation submitted by the Chief Administrative Officer.

ARTICLE 33 – VALID DRIVER'S LICENSE

33.01 Any employee whose job requires him/her to drive a Regional District motorized vehicle must hold a valid British Columbia Driver's License. If an employee loses his/her license, the DISTRICT will attempt to place that employee in a position that does not require driving a DISTRICT vehicle, at that position rate of pay. If such a position is not available, the employee's employment may be terminated.

ARTICLE 34 – SAFETY OF EMPLOYEES

34.01 If, in the opinion of a Department Head or other supervisor, an employee is under the influence of alcohol or drugs, either by detecting it on his/her breath or by some other manner of detection or observation, the Department Head or Supervisor shall, without delay, suspend the employee for one (1) day without pay, and require that he/she leave the work place and proceed home. If he/she needs assistance home, then the Supervisor shall make the necessary arrangements to provide the assistance.

Following the suspension, the Department Head or Supervisor shall immediately inform the Chief Administrative Officer of the action taken.

34.02 Safety Committee shall be set up as required by the provisions of the Workers' Compensation Board. The DISTRICT and the ASSOCIATION shall each appoint three (3) members to this Committee. Meetings shall be held each month during working hours.

34.03 The employer agrees to reimburse upon submission of a receipt, to a maximum of \$100 every (2) two years towards the purchase of approved safety boots required for work.

ARTICLE 35 – 9-1-1

35.01 Full-time 9-1-1 employees shall work a minimum of forty (40) hours per week under the direct supervision and guidance of the Officer in Charge of the R.C.M.P. or his designate, based on a schedule or schedules which may include evenings and weekends, as agreed upon by the R.C.M.P., the DISTRICT and the ASSOCIATION.

35.02 1) Casual hours will be distributed equitably amongst trained casual employees.

2) No casual employee will work more than 48 hours in one seven-day period.

35.03 1) The first 240 hours of service will be deemed training with a written assessment of the casual employee's performance and progress done at 120 hours and 240 hours. A copy of said reports will be forwarded to the Regional District. If at any time during the 240 hours it is determined that the employee is ill-suited for the position, the employee will be informed of this determination in writing with a copy forwarded to the DISTRICT.

2) After the successful completion of 240 hours the employee will be called as per Section 35.02(1).

3) Casual employees will be paid at the Probationary Rate.

ARTICLE 36 – JURY DUTY

36.01 When an employee is required to serve as juror or court witness, the difference between the employee's normal earnings and the payment the employee received for jury duty or as court witness shall be paid by the DISTRICT to the employee. Proof of service and amount of payment by the courts shall be submitted to the Finance Department.

ARTICLE 37 – JOB EVALUATION MAINTENANCE PROCEDURES

37.01 The Joint Job Re-evaluation Committee (JJRC) shall attempt to make decisions relating to the final job rating of any new or changed jobs.

Where agreement cannot be reached by the JJRC the parties may instigate procedures leading to an arbitration decision. The matter shall be referred to a single arbitrator who shall be jointly selected by the parties to this agreement. The power of the arbitrator shall be limited to the matters in dispute as submitted. The decision shall be final and binding on the parties. The documentation on the matters in dispute shall be exchanged prior to the arbitration. The arbitrator's fees and expenses shall be borne equally between both parties.

1) Whenever the Employer decides to establish a new job, the following procedure shall apply:

- (i) They shall prepare a "job description" and establish a temporary wage rate for the job. This detail shall be submitted to the JJRC for review.
 - (ii) They shall notify the Union of the proposed new job, of the "job description" and temporary wage rate.
 - (iii) An employee(s) shall be appointed or assigned to the new job in accordance with the Collective Agreement and temporary wage rate applied.
 - (iv) The JJRC shall evaluate the new job at the next regular quarterly review meetings.
 - (v) If the JJRC review results in a higher rating than the temporary, the incumbent in the new job will receive retroactively the new rate. If the JJRC review results in a lower rating, then the rate will be red-circled until the assigned rate reaches the rate as determined by the JJRC. Any subsequent vacancies will be filled at the rate determined by the JJRC.
- 2) An employee who feels the position has changed enough to warrant an increase may, in concern with the appropriate Department Head, revise their job description on a form available through the Human Resources Department.

Part A of the form is to be completed by the employee with Part B completed by the appropriate Department Head.

Completed forms are reviewed at the regular Quarterly Meeting of JJRC. If required, the Committee may call on the Department Head and/or employee for any clarification required in making a decision.

If the Committee is unable to come to an agreement, the avenue of resolution is as above.

ARTICLE 38 – WAGES

38.01 Wages will be paid according to schedule 1 "Wages"

38.02 Employees who are temporarily assigned to a job that is paid at a higher rate than the employee's regular rate will be paid at the higher rate.

CLASSIFICATION

LEVEL 10 (1)	Growth Strategy Implementation Coordinator Planner
LEVEL 9 (2)	Building Inspector Engineering Project Coordinator Senior Accountant
LEVEL 8 (3)	Accounting Systems Analyst Bylaw Enforcement Officer Information Systems Support Person Parks Technologist/ GIS Planning Assistant Treatment Plant Operator Waste Reduction Coordinator
LEVEL 7 (4)	Community Relations Coordinator – Parks Engineering Technologist II Environmental Technician Parks Planning and Development Technologist Senior Maintenance Operator Victims Assistance Coordinator
LEVEL 6 (5)	9-1-1 Operator Communications & Information Coordinator Crime Stoppers Coordinator Mechanic Purchasing Agent Research Assistant/Marketing Water Systems Operator Water & Waste Water Process Technologist
LEVEL 5 (6)	Community Relations Coordinator - Recreation Crime Prevention Coordinator Planning Draftsperson Waste Reduction Educator
LEVEL 4 (7)	Assistant Treatment Plant Operator Bylaw Enforcement (Weeds) Dog Control Officer II Engineering Technologist I Facilities & Ice Maintenance Operator Habitat Technician Parks Maintenance Operator III Pound Keeper Public Works Utility Operator Recreation/Education Program Coordinator Utilities Billing Clerk

LEVEL 3 (8)	Accounts Payable Clerk Assistant Crime Stoppers Coordinator Assistant, Victims Assistance Program Assistant Waste Reduction Educator Cashier Clerk II Dog Control Officer I EECO Centre Host Park Interpreter Planning Clerk Secretary/Clerk, Engineering Secretary/Clerk, Parks & Recreation Secretary, EDC Stream Restoration Lead Hand
LEVEL 2 (9)	Parks Maintenance Operator II Receptionist Secretary/Clerk I
LEVEL 1 (10)	Facilities Custodian (2) Landfill Attendant Parks Maintenance Operator I Teller/Scale Operator

Parks Maintenance Operators

Employees who are paid at the rate of Parks Maintenance Operator I shall move to the rate of Parks Maintenance Operator II or Parks Maintenance Operator III based on an agreed to set of skills and abilities.

Clerk I

Employees who are hired at the Clerk I rate will move to the Clerk II rate after 2 years service in that role.

Dog Control Officer

After two years in the position of Dog Control Officer I and successful completion of Bylaw Enforcement and Investigative Skills Level 1 course, the officer would be moved to the position of Dog Control Officer II.

SCHEDULE 1 - WAGE SCHEDULE

JANUARY 1, 2004 – JANUARY 1, 2006

	January 1, 2004	January 1, 2005	January 1, 2006
LEVEL 10	30.66	31.35	32.06
LEVEL 9	29.04	29.69	30.36
LEVEL 8	27.51	28.12	28.76
LEVEL 7	26.02	26.61	27.21
LEVEL 6	24.64	25.20	25.76
LEVEL 5	23.32	23.85	24.38
LEVEL 4	22.08	22.57	23.08
LEVEL 3	20.91	21.38	21.86
LEVEL 2	19.80	20.24	20.70
LEVEL 1	18.73	19.15	19.58

2004 Collective Agreement

IN WITNESS WHEREOF THE PARTIES HERETO BY THEIR AUTHORIZED REPRESENTATIVES
HAVE AFFIXED THEIR SIGNATURES HERETO ON THIS _____ DAY OF _____,
2004.

Signed on behalf of

The Regional District of
Central Okanagan

The Staff Association of the
Regional District of Central Okanagan

Robert Hobson
Chair

Les Allan, President

Wayne d'Easum
Chief Administrative Officer

Negotiations Committee

Negotiations Committee

SCHEDULE "A" - Definitions

2004 COLLECTIVE AGREEMENT

BETWEEN

THE 'DISTRICT' AND THE 'ASSOCIATION'

DEFINITIONS

1. Words importing the singular include the plural and vice versa; and words importing a male person include a female person and corporation.
2. In these definitions, unless the context otherwise requires:

"Association" means Staff Association of the Regional District of Central Okanagan (SARDCO).

"Bargaining Unit" means positions covered by the provisions of this Collective Agreement and represented by the Association.

"District" means Regional District of Central Okanagan.

"Document" means a written instrument, including a notice, order, certificate, register, letter, report, account summons or legal process.

"Employee" means any person employed by the District in a non-managerial position and covered by this agreement.

"Full-time Employee":

(i) Shall mean any person employed by the Regional District of Central Okanagan who is employed twelve (12) months of the year and has completed the probationary period.

(ii) An employee who is absent from work due to sickness or maternity shall remain a full-time employee.

(iii) 9-1-1 employees shall mean an employee who works in the 9-1-1 Communication Centre as an Emergency Telephone Operator.

"Relief Employee" means any person employed by the DISTRICT in a relief or temporary position or employed twelve (12) hours or less per week.

A person who is employed for a period of time to fill a position which is available due to absence because of illness, accident, vacation, or approved leave of absence or unanticipated extra work load of less than 3 months.

Relief employees shall be placed on the temporary work recall list when they have worked 455 hours. Placement on the list shall entitle the relief employee to limited rights for the purposes of bidding into full-time positions.

"Grant Employee" means any person employed by the DISTRICT on a temporary basis with wages or portions thereof paid through a grant from bodies other than the DISTRICT.

"Member" means every person who becomes a member of SARDCO and remains a member in accordance with the bylaws.

"Member in Good Standing" means a member whose current membership fee(s) have been paid.

"Non-Managerial Employees" means all employees of the DISTRICT except those that are in a position of Management and the DISTRICT appoints those that in the future to a management position.

2004 Collective Agreement

“Function” means group of employees or facility group of employees commonly called a department.

“Year of Service” means the accumulation of a minimum of eighteen hundred and twenty (1820) regular hours of service for employees other than full-time. Year of service for full-time employees shall mean one calendar year.

23/01/2004

Letter of Understanding

Re: Workplace Adjustment Committee

During the 2004 collective bargaining session the issues of the impact of a change of Westside Governance and contracting out were raised as concerns.

While the Regional District requires the flexibility to adapt to changes predicted or not, there was a general concern expressed by both parties that the negative effect of change on the employee group be minimized.

In an effort to position the Regional District's work force to take advantage of opportunities presented both at the District and elsewhere, the parties to this Collective Agreement agree to establish a standing committee whose purpose will be as follows:

- Act as an adjustment committee to identify potential opportunities for employees displaced by contracting out or other structural changes;
- Identify "at risk" segments of the employee group and make recommendations to management and the local union regarding how to minimize employee displacement;
- Provide input, where appropriate, regarding alternatives to proposed contracting out;
- Identify circumstances where severance payments beyond those outlined in article 31 may be warranted.

The committee will be comprised of three employees from both management and the Union, of which at least two will be department directors, and one officer of the Union.

Signed on the behalf of:

Regional District of Central Okanagan

The Staff Association of the
Regional District of Central Okanagan

23/01/2004

Letter of Understanding

Re: Seniority List

The Employer and the Union will establish a committee to review and where appropriate revise the seniority list.

Employees who have a concern may submit their concern to the committee in writing by June 1, 2004. The committee will investigate the concerns and where it is deemed appropriate make corrections.

This is a **one-time** review. The decision of the committee will be deemed final subject to the provisions of the Collective Agreement.

Signed on the behalf of:

Regional District of Central Okanagan

The Staff Association of the
Regional District of Central Okanagan