

AGREEMENT

BETWEEN

THE REGIONAL DISTRICT OF COMOX-STRATHCONA

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 556**

**JANUARY 1, 2004
TO
DECEMBER 31, 2006**

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THIS AGREEMENT made and entered into this 25th day of July, 2004.

BETWEEN:

THE REGIONAL DISTRICT OF COMOX-STRATHCONA

(hereinafter called the "Employer")

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS
LOCAL NO. 556

(hereinafter called the "Union")

The general purpose of this Agreement is to secure for the Employer and the Union, the full benefits of orderly and legal collective bargaining.

The terms and conditions as set out in this Agreement shall apply to all Employees of the Regional District of Comox-Strathcona included in the Certification issued on the 6th day of January, 1989 by the Industrial Relations Council of British Columbia, PROVIDED HOWEVER, that those who in the opinion of the Labour Relations Board who are:

1. employed for the primary purpose of exercising management functions over other Employees; or
2. employed in a confidential capacity in matters relating to labour relations; shall not have this Agreement applicable to them;

AND PROVIDED FURTHER THAT this Agreement shall not apply in any event to the:

1. Chief Administrative Officer; Manager of Financial Services; General Manager of Operational Services; Administration Officer; Manager of Operations; General Manager of Community Planning Services; Corporate Administrative Assistant; Manager of Water Utilities and Services; Assistant Manager of Financial Services; Manager of Building Inspections; Manager of Corporate Administration; Manager of Human Resources; Program Manager, Victim Services; Pay and Benefits Administrator; Manager, Comox Valley Water Pollution Control Centre; Manager of Information Systems; Excluded staff at the Comox Valley Sports Centre; Supervisor, Pidgeon Lake Landfill, Operational Services; Assistant Manager of Information Systems; and Manager, Planning Operations.
2. IWA-Canada, CLC, Local Union Number 1-363.
3. The Union shall be notified of the creation of any new excluded position(s).

DEFINITIONS

Full-Time Employee: is an Employee who works forty (40) hours per week in Schedule "A" or "C" or thirty-five (35) hours per week in Schedule "B".

Part-Time Employee: is an Employee who works less hours per week than a Full-Time Employee. Part-Time Employees shall be entitled to all perquisites of the Collective Agreement, however, Part-Time Employees working less than seventeen (17) hours per week in Schedule "B" or less than twenty (20) hours per week in Schedule "A" or "C" shall have the following benefits modified.

1. Health and Welfare Benefits:

Medical Services Plan (MSP) only shall be provided and a ten percent (10%) premium in lieu of dental, extended health, group life and long term disability shall be paid.

2. Sick leave shall be earned and taken on a pro-rated basis.

3. Seniority shall be accumulated in hours worked.

4. Vacation pay shall be pro-rated in accordance with Clause 22.01.

In the event that part-time hours in a particular job classification pursuant to Schedule "A", "B", or "C" reach forty (40) hours per week in Schedule "A" or "C" or thirty-five (35) hours per week in Schedule "B" over a three (3) month period, the Employer shall post a full-time position.

The Employer agrees that a Part-Time Employee's hours shall not be decreased specifically to avoid implementation of the above provision.

In addition, the use of Part-Time Employees will be discussed by the parties pursuant to Clause 8.04.

Casual/Term Employee: is an Employee who works a defined term as mutually agreed between the parties. For the purposes of sick leave, vacation and leave of absence, not exceeding three (3) weeks, mutual agreement shall not be required, however, the Union shall be notified immediately on hiring the Casual. Such mutual agreement shall not be unreasonably withheld.

In addition, the use of Part-Time Employees or permanent increase to their hours will be discussed by the parties pursuant to Clause 8.04.

Casual/Term Employees shall only be utilized for sickness, vacation, leave of absence replacement and for work of a specified time and only in the event Part-Time Employees are unavailable or not qualified for the Casual work. Casual/Term Employees shall be entitled to all the perquisites of the Collective Agreement, however, the following benefits shall be modified:

1. Health and Welfare benefits and sick leave – ten percent (10%) in lieu of sick benefits shall be paid.
2. Seniority shall not apply.
3. Vacation pay shall be pro-rated in accordance with Clause 22.01.

A Full-Time or Part-Time Employee who fills a Casual/Term appointment shall be provided with the provisions of their normal appointment.

Probationary Employee: is an Employee serving an initial period of three (3) calendar months, from the date of hire, to determine suitability for employment as a regular Employee. Such period of time may be extended by written mutual agreement of the parties.

Employees on probation shall not be entitled to benefits pursuant to Clauses 27.01, 27.02, 27.03, and 27.04 of this Agreement until completion of the probation period. However, other conditions of this Agreement shall apply.

Note: Current Part-Time Employees shall have their present benefit levels red circled.

Student/Work Experience Employees: are students enrolled in a recognized educational institution, that are employed for work experience related to their educational program of a specific nature or duration.

1. Students shall not perform work of the bargaining unit unless permitted by the Union.
2. No students shall be hired while any qualified bargaining unit Employee is on lay-off.
3. The wage rate shall be seventy percent (70%) of the classified rate. Students including operators-in-training who are rehired for a second work term will receive eighty-five percent (85%) of the wage rate. However, if the student is qualified, one hundred percent (100%) of the rate shall be paid.

4. All students shall become members of the Union.
5. The Union shall be notified of all proposals under this Clause, notice to include name of proposed Employee, position, and department.
6. Students must be returning to an educational institution on completion of employment.
7. The term of employment for a student shall not exceed four (4) months, or longer by mutual agreement, in a twelve (12) month period. Such agreement shall not be unreasonably withheld.
8. No more than three (3) students per department shall be employed in any twelve (12) month period. These departments are:
 - Administration/Information Systems
 - Water
 - Solid Waste
 - Land Use Planning
 - Finance
 - Waste Water
 - Building Inspection
 - Environmental Planning and Parks
9. Provisions of #1, 2, and 3 of Casual benefits shall apply.

ARTICLE 1 - MANAGEMENT RIGHTS

- 1.01 The management and the operation of and the direction and promotion of the working forces is vested exclusively in the Management, PROVIDED HOWEVER that this will not be used for purposes of discrimination against Employees and shall be subject to the terms of this Agreement.
- 1.02 The Employer will always have the right to hire, to discipline, demote, and discharge Employees for just and reasonable cause. The selection of filling vacancies of staff excluded from the Certification shall be entirely a matter for the Employer's decision.

ARTICLE 2 - UNION RECOGNITION

2.01 Bargaining Unit

The Regional District of Comox-Strathcona or anyone authorized on their behalf recognizes the Canadian Union of Public Employees, Local 556 as the sole collective bargaining agency for its Employees classified and covered by this Agreement and hereby consents and agrees to negotiate with the Union and any authorized Committee thereof, in any and all matters affecting the relationship between the parties to this Agreement with the goal of a peaceful and amicable settlement of any differences that may arise between them.

2.02 No Employee in the bargaining unit will suffer a lay-off or a reduction in their hours as a result of persons outside the bargaining unit doing their work.

2.03 Right of Representation

(a) The Union or any member shall have the right at any time to have the assistance of representative(s) of the Canadian Union of Public Employees or any other advisor(s) when dealing or negotiating with the Employer upon notifying the Employer's representative responsible for the work area.

(b) Such representative(s)/advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

2.04 Time Off With Pay for Union Officers and Committee Members

Union Officers and Committee members shall be entitled to leave their work during working hours in order to carry out their functions under this Agreement. Those functions are the investigation and progressing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration. Permission to leave work during working hours for such purposes shall first be obtained from the appropriate Manager. Such permission shall not be unreasonably withheld. Unless otherwise specifically provided, Union activities shall not be pursued during working hours.

2.05 Access to Equipment and Materials

Union Officers and Committee members shall be entitled to have access to and use of the Employer's office equipment and materials to carry out their functions under Clause 2.04. The Union shall reimburse the Employer for costs incurred within thirty (30) days of receiving the invoice of the Employer.

ARTICLE 3 - NO DISCRIMINATION

3.01 No Discrimination

The Employer and the Union agree that there shall be no discrimination exercised or practiced with respect to any Employee in the matter of hiring, assigning wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge, or any other action by reason of age, race, creed, colour, national origin, relation, political affiliation or activity, sexual orientation, marital or paternal status, handicap, nor by reason of their membership or non-membership or activity in the Union or any other reason.

3.02 Sexual harassment shall be defined as sexually oriented practice that undermines an Employee's health or job performance, or endangers an Employee's employment status or potential. All personnel have the right to work without sexual harassment. Any complaint alleging sexual harassment will be dealt with as set forth in the Grievance Procedure provision of this Agreement.

3.03 All Employees have the right to work without harassment. Any complaint alleging harassment will be dealt with as set forth in the Grievance Procedure.

ARTICLE 4 - UNION SECURITY

4.01 All Employees To Be Members

(a) All new Employees covered by the terms of this Agreement shall, within thirty (30) days of their employment, as a condition of continued employment become and remain members of the Union.

- (b) In the event that an Employee fails to comply with the provisions of this Clause, the Employer shall forthwith terminate their employment.

ARTICLE 5 - CHECK-OFF OF UNION DUES

5.01 Deductions

The Employer shall deduct from every Employee any monthly dues, initiations or general assessments levied in accordance with the Union Constitution and/or By-laws and owing by them to the Union.

5.02 Check-Off and Remittance

The Employer agrees to the check-off of all Union dues, fees and general assessments levied in accordance with the Constitution and/or By-laws of the Union. Upon receiving such information from the Union, the Employer shall deduct such dues, fees and general assessments. This total amount shall be forwarded to the Union together with the amendments to the list of the Employees from whom such deductions were made. Such deductions shall be remitted to the Union Treasurer not later than the fifteenth (15th) day of the following month.

5.03 Dues Receipts

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

ARTICLE 6 - NEW EMPLOYEES

6.01 New Employees

- (a) The Employer agrees to the Union acquainting new Employees with the fact that an Agreement between the parties is in effect and presenting that new Employee with a copy of the current Agreement and the job description for their position. The Employer agrees to notify the Union within two (2) working days of all new appointments.
- (b) The Employer agrees to permit the Shop Steward up to fifteen (15) minutes with the new Employee during the first (1st) week of

employment to review the Agreement providing this meeting does not unduly affect the operational requirements.

ARTICLE 7 - CORRESPONDENCE AND NOTIFICATION

7.01 Correspondence

Except as otherwise stated in this Agreement all correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Manager of Human Resources or the Chief Administrative Officer of the Employer and the Unit Vice-President of the Union with a copy to the Recording Secretary of the Union.

7.02 Notification

The Union shall be notified in writing of all promotions, demotions, lay-offs, transfers, hirings, recalls, resignations, significant changes in duties, retirements, deaths or other terminations of employment within one (1) pay period.

ARTICLE 8 – LABOUR MANAGEMENT RELATIONS/COLLECTIVE BARGAINING

8.01 Representatives

The Employer shall not bargain with or enter into any agreement, written or verbal, with an Employee or group of Employees in the bargaining unit that conflicts with the terms of this Agreement. No Employee or group of Employees shall undertake to represent the Union at a meeting with the Employer without the proper authorization of the Union. In representing an Employee or group of Employees, an elected or appointed representative of the Union shall be the spokesperson.

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

8.02 Collective Bargaining

(a) Collective Bargaining Committee

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

(b) Meeting of the Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than ten (10) calendar days after the request has been given.

(c) Time Off For Meeting

Any representative of the Union or the Bargaining Committee, who is in the employ of the Employer, shall have the right to attend bargaining sessions with the Employer without loss of remuneration.

8.03 Technical Information

The Employer shall make available to the Union on request, information required by the Union for the purposes of bargaining such as job classifications, wage rates, pension and welfare plans and other relevant documents which the Employer has readily available, provided always that such information requested relates to Employees and classifications within the bargaining unit and is the property of the Employer and that the Employer has a legal right to disseminate it.

8.04 Labour Management Committee

(a) A Labour Management Committee shall be established consisting of the Unit Vice-President of the Union, plus two (2) other representatives appointed by the Union; and the Administrator, plus two (2) other representatives appointed by the Employer. Additional representatives may attend at the request of either party. One (1) Employer and one (1) Union representative shall be appointed as co-Chairpersons and shall alternate in presiding at meetings.

(b) Function of Committee

The Committee shall concern itself with the following general matters:

- (i) Considering suggestions to improve relations between the Employer and its Employees;
 - (ii) Promoting and improving the efficient operation, services and practices of the Employer;
 - (iii) Reviewing staff suggestions and answering questions regarding working conditions and service to the public;
 - (iv) Correcting conditions which might cause misunderstandings;
 - (v) Matters of mutual concern.
- (c) The Labour Management Committee shall meet every second (2nd) month, or more frequently when necessary upon the request of either party.
- (d) Each side shall propose an agenda of items it wishes to discuss at least one (1) week prior to the proposed date of Committee meetings.
- (e) Minutes will be recorded and posted in all work locations covered by this Agreement.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 Grievance Procedure

In the event that any difference arises out of the interpretation, application or alleged violation of this Agreement, including any question as to whether any matter is arbitrable, such questions or differences shall be finally and conclusively settled without stoppage of normal work in the following manner:

Step 1

Within five (5) working days of the Employee becoming aware of the matter the Employee shall attempt to resolve the matter with their

Manager. The Manager shall clearly advise the Employee as to the result of this action and the reasons why.

The Employer must, in writing, provide any and all related information to the Employee that it has available. In the case of a disciplinary grievance, information not provided to the Employee in writing at this time cannot be introduced or used by the Employer in any further stage of the Grievance Procedure.

Step 2

The Employee has the right to reduce the matter to writing and with a Union representative, endeavour to settle any difference with their Manager within five (5) working days. The Manager or their representative shall clearly advise the Employee in writing as to the result of this action and the reasons why within five (5) working days.

Step 3

Where no settlement is affected under Step 2 above, the Employee and the Union shall have the right to further grieve in writing and submit the matter to the Administrator of the Employer in a further attempt to resolve the grievance. A request to proceed to Step 3 shall be in writing and shall constitute notice to the Employer. This referral shall take no longer than five (5) working days and the Employer shall respond in writing within an additional five (5) working days.

Step 4

Should any difference fail to be resolved by the Union and the Employer within the ten (10) working days or such longer time as the parties may agree, then it shall be submitted to Arbitration as set forth in Article 10 of this Agreement.

9.02 Extension of Time Limits

The Union and the Employer may by mutual agreement, in writing, extend the time limits mentioned above, provided such extension is requested prior to the expiry of the time allowed. When the recipient of the grievance fails to respond within the time limits prescribed in this Article, the grievance shall advance to the next step in the Grievance Procedure.

9.03 Policy Grievances

Where a dispute involving a question of general application or general interpretation of this Agreement occurs or the Employer has a grievance, such grievance may be processed commencing at Step 3 provided the grievance is submitted within fifteen (15) working days from the date the Union became aware of the matter.

A group grievance may be filed at Step 3.

ARTICLE 10 - ARBITRATION

10.01 Composition of Board of Arbitration

- (a) The party desiring Arbitration shall appoint a member for the Board and shall notify the other party, in writing, of its appointment and particulars of the matter in dispute.
- (b) The party receiving the notice shall, within five (5) days thereafter, appoint a member for the Board and notify the other party, in writing, of its appointment and particulars of the matter in dispute.
- (c) The two (2) Arbitrators so appointed shall confer to select a third person to be Chairperson and failing for three (3) days from the appointment of the second of them to agree upon a person willing to act, either of them may apply to the Minister of Labour to appoint such a third member.

10.02 Board Procedure

The Arbitration Board shall sit, hear the parties, settle the terms of the question to be arbitrated, and make its Award.

10.03 Decision of the Board

The Board shall deliver its Award in writing to each of the parties and the Award of a majority of the Board shall be the Award of the Board and shall be final and binding upon the parties and they shall implement it forthwith.

10.04 Expenses of the Board

Each party shall pay its own expenses and costs of Arbitration, the remuneration and disbursements of its appointee to the Board and one-half (1/2) the compensation and expenses of the Chairperson, any stenographic and other expenses of the Arbitration Board.

10.05 Single Arbitrator

Notwithstanding the above, the parties may by mutual agreement, refer the dispute to a single Arbitrator, with each party paying one-half (1/2) of the cost of such single Arbitrator. The single Arbitrator shall have the same powers as an Arbitration Board.

ARTICLE 11 - DISCHARGE AND SUSPENSION

11.01 Employer Shall Notify Union

The Employer agrees that any matter or recommendation being dealt with by the Employer which may result in Union members being subjected to loss of employment with the Employer, shall be communicated to the Union so as to afford the Union a reasonable opportunity of considering such matters for the purpose of submitting written reasons or views on the matter in question.

11.02 Suspension and Discharge

- (a) An Employee may be suspended or discharged for just and reasonable cause. Such Employee and the Union shall be advised promptly in writing by the Manager of the reason for such suspension or discharge.
- (b) An Employee considered by the Union to be wrongfully suspended or discharged shall be entitled to a hearing under the Grievance Procedure commencing at Step 3.

11.03 Reinstatement

Should it be found upon investigation that an Employee has been unjustly suspended or discharged, such Employee shall be immediately reinstated to their former position, without loss of seniority, rating, and shall be compensated for all time lost in an amount equal to their normal earnings

during the pay period of such suspension or discharge, or by any other arrangement as to compensation as directed as a result of Arbitration.

11.04 Demotion as Discipline

Demotion shall not be used as a disciplinary measure.

ARTICLE 12 - PICKET LINES

12.01 Legal Picket Lines

No Employee will be required to enter any building or property where a picket line is in evidence when such picket line is established under either the Statutes of the Province of British Columbia or the Statutes of Canada excepting for the purpose of maintaining essential services in the cases of emergencies when required by the Employer and their local Union.

12.02 Loss of Wages – Picket Lines

It is understood and agreed that hours or part of an hour lost by an Employee by not crossing a picket line shall be deducted from their wages at the hourly basic rate.

12.03 Political Action

- (a) No Employee shall be disciplined for participation in any action(s) called for by the C.L.C., C.U.P.E., or by the B.C. Division of C.U.P.E., and supported by the local Union. This does not indicate the Employer's support for such action(s). Time spent away from work by an Employee shall not be paid and such non-payment shall not be considered disciplinary. The Employer will invoice the Union for the costs of benefits.
- (b) The Union agrees that contemplated action shall be discussed with the Employer prior to the action(s) taking place, and that the Union agrees to perform those essential services which are necessary to protect the health of the citizens.

ARTICLE 13 - PERSONNEL RECORDS

13.01 Personnel Records

An Employee shall have the right at any time to have access to and review their personnel record.

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

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

An Employee shall be given a copy of all material in their personnel record and shall initial each page in the file for which a copy has been obtained.

ARTICLE 14 - SENIORITY

14.01 Definition

Seniority is defined as length of service with the Employer from the most recent date of hire. Subject to qualification, seniority shall be used in determining preference or priority for promotion, transfer, demotion, lay-off, permanent reduction of the work force, and recall, as set out in other provisions of this Agreement. Seniority shall operate on a bargaining-unit-wide basis.

14.02 Seniority List

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

14.03 Probationary Employee – Part-Time

A Part-Time Employee working less than twenty (20) hours per week in Schedules "A" or "C" or less than seventeen (17) hours per week in Schedule "B", averaged over a twelve (12) week period, shall complete probation on the basis of hours worked.

14.04 Loss of Seniority

An Employee shall not lose seniority if they are absent from work because of illness, disability, accident, lay-off, or leave, all of which are to be approved by the Employer. An Employee shall only lose their seniority in the event:

- (a) They are discharged and are not reinstated.
- (b) They resign in writing.
- (c) They fail to return to work within fifteen (15) working days following a recall pursuant to Section 17.03 (e).
- (d) They are laid off for a period longer than twelve (12) months.

ARTICLE 15 - TRANSFERS OUTSIDE BARGAINING UNIT

15.01 Transfers Outside Bargaining Unit

No Employee shall be transferred to a position outside the bargaining unit without their consent. It is understood and agreed that an Employee who consents to transfer for any reason to a position they know to be outside the bargaining unit shall not then initiate proceedings to have that position included in the bargaining unit.

Employees who are transferred to a permanent position outside the bargaining unit shall continue to accumulate seniority for a period of only three (3) months, but during this time they cannot maintain their membership in the Union. If the Employee reverts back to a position in the bargaining unit, they will be required to pay a maximum of three (3) month's Union Dues for the period of exclusion.

After the above-mentioned three (3) month period, Employees shall lose all their seniority rights.

ARTICLE 16 - PROMOTIONS, STAFF CHANGES, AND VACANCIES

16.01 Job Postings

When a new position is created, or when a vacancy of a temporary or permanent nature occurs, the Employer shall notify the Union in writing and post notice of the position in all shops, on all bulletin boards for a minimum of ten (10) working days in order that all members will know about the position and be able to make written application therefore. Such notice shall contain the following information:

A job description, the nature of the position, required knowledge and education, skills, shift and wage or salary range or rate.

Such requirements and qualifications shall be those necessary to perform the job function in accordance with the job description.

A casual/term appointment of less than three (3) months shall not be subject to the ten (10) day posting requirement, however all Employees shall be notified of the position and shall have the first opportunity to fill the vacancy pursuant to 16.02.

16.02 Method of Making Appointment

In making promotions and transfers, the required qualifications and skills for the position shall be the primary consideration and where two (2) or more internal applications are equally capable of fulfilling the duties of the position, seniority as defined in this Agreement shall be the determining factor.

16.03 Outside Advertising

In cases where the Employer chooses to simultaneously advertise and post a vacancy, the Employer will review the decision with the Union prior to the selection being made.

If there is no successful applicant from within the bargaining unit, the Employer may fill the position from outside the bargaining unit.

16.04 Trial Period

(a) In the event an Employee is promoted or transferred to another position, they shall be considered to be on trial for a period of not

more than forty-five (45) working days and shall be paid at a salary rate for that position.

- (b) Should the Employee be unable to satisfy the requirements of the position, or does not want that position then they shall be returned to their former position at the salary they previously earned in the former position, plus any increments to which they would have otherwise been entitled had they not been promoted, transferred or selected to fill a job vacancy. In the event an Employee is returned to their former position, all other Employees who changed job positions shall also move back to their former job positions and salary scales which they occupied previously.

16.05 Notification to Employee

Each applicant shall be notified within seven (7) days of the decision being made whether they were successful or not in their application for the job.

ARTICLE 17 - LAY-OFFS AND RECALLS

17.01 Definition of Lay-off

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

17.02 Role of Seniority in Lay-offs

- (a) In the event of a lay-off, Employees shall be laid off in the reverse order of their seniority in the classification affected.
- (b) After receiving notice of lay-off an Employee may bump any Employee with less seniority, providing the Employee exercising the right is qualified to perform the work of the Employee with less seniority. The right to bump shall include the right to bump up.
- (c) Bumping shall be conducted in the following manner:
 - (i) First within the Department where the lay-off took place;
 - (ii) Then within the bargaining unit as a whole.
- (d) An Employee must exercise their right to bump before the lay-off date takes place, and shall therefore notify the Employer of their intention to bump within five (5) working days of lay-off notice.

Within a further five (5) working days, the Employee shall notify the Employer of the position to which the Employee wishes to bump.

- (e) A Part-Time Employee may only bump a Part-Time or Casual/Term Employee, except a Part-Time Employee may bump a Full-Time Employee within the same Department.

17.03 Recall Procedure

- (a) Employees shall be recalled in the order of their seniority provided the Employee is qualified to perform the work.
- (b) Should an Employee who elects to bump in accordance with Clause 17.02, or who has been recalled, prove unable to satisfactorily perform the duties of the new position, they shall be laid off and placed on the recall list, and any Employee(s) who was/were originally displaced shall have the right to return to their former position and pay rate.
- (c) In no event shall any Employee be permitted to bump a second time as a result of the same lay-off.
- (d) Employees laid off under Article 17 shall be placed on the recall list in seniority order for a period not to exceed twelve (12) consecutive months.
- (e) It shall be the responsibility of laid off Employees on the recall list to maintain their current telephone number and postal address with the Employer's Personnel Department. When filling vacancies and before offering employment to new Employees, the Employer shall attempt to contact laid off Employees on the recall list. Failing personal contact, the Employer shall send a registered letter to the Employee's current postal address. Should the Employer be unable to contact the Employee within ten (10) working days from the postal registration date, or should the Employee either not accept the recall, or fail to report on the date and time required, the Employee shall lost all rights to recall unless extenuating circumstances beyond the control of the Employee, make it impossible to report.
- (f) Employees shall have the right to refuse two (2) recalls, to employment during their twelve (12) month recall period before losing their recall rights.

- (g) Employees who have been laid off may refuse a recall to employment known to be of a duration of five (5) working days or less. Such refusal will not count as a formal refusal for purposes of Section 17.03 (f).
- (h) The requirement to give notice of layoff will be waived if a laid off Employee accepts a recall to employment with a known end date, where such employment does not exceed four (4) consecutive months.
- (i) Employees laid off under Section 17.03 (h) shall be placed on the recall list for a period not to exceed twelve (12) consecutive months from the last date of active employment.
- (j) Should lay-offs occur in a Department, student/work experience Employees of that Department will be laid off prior to the laying off of permanent Full-Time or permanent Part-Time Employees in that Department.
- (k) A laid off Employee who meets the criteria for student/work experience employment may fill a student/work experience position. A laid off Employee filling a student/work experience position will be paid at the normal student/work experience rate of pay.

17.04 New Employees

New Employees shall not be hired until any Employees who are laid off have been given an opportunity to be recalled to work which they are qualified to perform.

17.05 Advance Notice of Lay-off

The Employer shall notify Employees who are to be laid off, thirty (30) calendar days prior to the effective date of lay-off. If the Employee has not had the opportunity to work the days as provided in this Article, they shall be paid for the days for which work was not made available.

17.06 Notice of Resignation

Employees planning to resign from the employ of the Employer shall attempt to give the Employer thirty (30) days notice.

17.07 Benefits on Lay-off

In the event of a Full-Time or Part-Time position Employee being temporarily laid off, the Employer will continue to pay on behalf of such Employee, its share of the monthly contributions under the Medical Services contract and the Group Insurance contract while such Employee is absent, and further, such payment will continue for a period of three (3) months immediately following the date of lay-off provided in all cases, the Employee shall likewise continue the Employee contributions under that said contract.

In the event an Employee on lay-off is employed by another Employer who is providing Health and Welfare benefits of a comparable level, this Clause shall not apply.

17.08 Severance Pay

An Employee who receives a lay-off notice may elect, within five (5) days of receipt of such notice, to waive their rights to bumping and recall and accept severance pay. Severance pay will consist of one (1) week's pay for each year of service calculated from the Employee's last date of hire including continuous service as a term, casual or part-time employee. A lay-off does not break service.

It is understood that with the acceptance of severance pay the Employee irrevocably severs their employment relationship with the Employer.

ARTICLE 18 - HOURS OF WORK

18.01 Regular Daily and Weekly Hours (Schedule "A")

- (a) The regular daily hours shall not commence before 7:00 a.m. nor finish later than 5:00 p.m. For employees who are assigned to work at the Compost Facility, the regular daily hours shall not commence before 7:00 a.m. nor finish later than 6:00 p.m. No eight (8) hour schedule shall be spread over a period longer than eight and one-half (8-1/2) hours, with one-half (1/2) hour off for lunch except when mutually agreed upon.
- (b) The regular weekly hours shall consist of five (5) days from Monday to Friday inclusive, for a total of forty (40) hours per week.

- (c) The Employer may establish a Monday to Saturday schedule for those Employees in Schedule "A". The Employer agrees to give thirty (30) days notice prior to instituting the schedule which must be for a minimum of four (4) weeks. Employees will work the Saturday on a rotation basis and shall receive one (1) additional hour's pay at straight time for each Saturday worked. Employees working the above must receive two (2) consecutive days off.

In order to satisfy seasonal operational requirements, the above-noted shift may be established as a four (4) consecutive day, ten (10) hour shift.

18.02 Regular Daily and Weekly Hours (Schedule "B")

- (a) The regular daily hours shall not commence before 7:30 a.m. nor finish later than 5:00 p.m. No seven (7) hour schedule shall be spread over a period longer than eight (8) hours, with one (1) hour off for lunch except when mutually agreed upon by both parties. Scheduled breaks and lunches shall be mutually agreed upon between the Employee and supervisor.
- (b) The regular weekly hours shall consist of five (5) seven (7) hour days from Monday to Friday inclusive.
- (c) An Employee may elect to work a seven and one-half (7-1/2) hour day with the Manager's consent. The extra one-half (1/2) hour shall be banked.
- (d) Schedule "B" Employees who are requested and voluntarily agree to attend Regional District promotional and education meetings after their regularly scheduled hours will be paid at straight time. They shall be allowed to bank their time and take it according to Clause 19.08.

18.03 The Employer shall set the hour at which work shall be commenced by Schedule "A" and Schedule "B" Employees but if the hour of commencing work is other than 8:00 a.m. in the case of Schedule "A" Employees, and other than 8:30 a.m. in the case of Schedule "B" Employees, the Employees affected shall be notified with one (1) week's notice unless otherwise agreed upon by both parties.

Notwithstanding the above, an Employee in Schedule "B" may request a start time other than 8:30 a.m. with one (1) week's notice, provided

however, that the time worked is within the definition of the regular daily hours in Clause 18.02.

18.04 Regular Daily and Weekly Hours (Schedule "C")

- (a) The regular work week is to be Monday to Sunday, forty (40) hours per week. The regular daily hours shall not commence before 7:00 a.m. nor finish later than 7:00 p.m.
- (b) The regular weekly hours shall consist of four (4) ten (10) hour days including a paid one-half (1/2) hour lunch break.
- (c) Employees will receive two (2) consecutive days off between shifts.
- (d) The Employer may establish a Monday to Sunday schedule for those Employees in Schedule "C". The Employer agrees to give thirty (30) days notice prior to instituting the schedule.

ARTICLE 19 - OVERTIME

19.01 Overtime Defined

All time worked before or after the regular daily hours, the regular weekly hours of on a paid holiday as provided in Article 22 shall be considered overtime.

All time worked during scheduled lunch time where an alternate lunch time cannot be re-scheduled, shall be considered overtime.

Overtime shall be paid at the rate of time and one-half (1-1/2) for the first three (3) hours and double time (2x) thereafter.

19.02 Overtime Authorized

All overtime shall be at the authority of the Manager, Senior Operator or Supervisor who has been delegated the responsibility to authorize overtime.

In the event of absence of the Manager, Senior Operator or Supervisor and providing the overtime is necessary to complete a current assignment and it is attached to the end of an Employee's shift, an Employee may work such overtime at their discretion.

In any event, no overtime worked at the Employee's discretion shall be longer than three (3) hours.

19.03 Turn Around Time

An Employee required to start a new shift within twelve (12) hours of completing their previous shift excluding overtime shall be paid at the rate of time and one-half (1-1/2) for all hours which fall within the twelve (12) hour turn around time.

19.04 Sharing of Overtime

Overtime and call-back time shall be divided equally among Employees who are willing and qualified to perform the required work. Those Employees on call shall have the first opportunity to work overtime and call-back time if they are so qualified to perform the work.

19.05 Minimum Overtime

No Employee shall be required to work overtime against their wishes when other Employees who are qualified to do the work are available to perform the required work. In the event that no Employees are willing to work overtime, the least senior Employee qualified to do the work will be required to do so.

19.06 No Lay-off to Compensate for Overtime

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

19.07 Call-Back Pay Guarantee

An Employee who is called in and/or required to work outside their regular working hours shall be paid for a minimum of two (2) hours at overtime rates whenever there is a break between the Employee's regularly scheduled hours and the work the Employee is called in to perform.

19.08 Payment of Overtime

Overtime shall be paid not later than the last pay period in any month.

However, an Employee may elect to accumulate overtime and receive time off at the overtime rate at a time mutually agreed to between the Employer and Employee. In this case, the maximum accumulated hours

at the overtime rate shall not exceed the Employee's normal work week in hours. Time off shall be paid at the rate in effect when the overtime is worked.

19.09 Pre-arranged Overtime

An Employee required to attend Employer meetings or functions after regular working hours shall be paid at the applicable overtime rate for the time they leave their home until they return home. If the Employee is not returning directly home, a fair estimate of time shall be made for the return home and included in the overtime hours. The minimum hours paid for each such meeting or function is three (3) hours.

19.10 Payment for or Supply of Meals

An Employee required to work more than three (3) hours continuous overtime shall be provided with a meal or an allowance of twelve dollars (\$12.00) by the Employer. Any meal break shall be on the Employee's own time (i.e. unpaid).

An additional meal allowance will be allowed for each additional three (3) hours continuous overtime.

19.11 Call-Out List

- (a) When an Employee is advised that they are "on call", that is, immediately available by telephone contact, radio or paging device, they shall be paid in accordance with the following schedule:

For each eight (8) hours of standby – one (1) hour pay.

For Holidays listed in Clause 21.01 – four (4) hours per day plus one (1) day in lieu for each Holiday on call.

Employees called out shall be paid for a minimum of two (2) hours. Any other call-outs which occur during a two (2) hour call-out shall be considered an extension of the same call. Call-outs which occur after the two (2) hour period shall constitute a new call-out.

"On call" duty shall be equally divided amongst the Employees qualified to perform the work. Employees shall have the right to trade "on call" duty with other qualified Employees provided they notify their Supervisor of the change.

(b) "On call" and "call-out" hours may be banked under Clause 19.08.

ARTICLE 20 - SHIFT WORK

20.01 There will be no shift work.

ARTICLE 21 - PAID HOLIDAYS

21.01 Employees shall be entitled to the following holidays with pay. For casual/term and part-time Employees pay for Statutory Holidays shall be calculated on a pro-rated basis averaged on the total hours worked over the last thirty (30) calendar days.

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

In addition to the foregoing, Employees shall be entitled to any further days as proclaimed by the Federal, Provincial or Municipal Governments.

21.02 Paid Holidays on Scheduled Day Off

- (a) When any of the above-noted holidays fall on an Employee's scheduled day off, the Employee shall receive one (1) day's pay or one (1) other day off with pay at a time mutually agreed by the Employer and Employee.
- (b) Where any holiday occurs on a Saturday or Sunday, and that day is not a regularly scheduled work day, the next available regularly scheduled work day shall be declared a holiday in lieu of.

21.03 Employees working holidays shall have the option of being paid or taking time off in lieu, such time to be agreed to by the Employer.

21.04 Pay for Regularly Scheduled Work on a Paid Holiday

An Employee who is scheduled to work or called in shall be paid at the rate of time and one-half (1-1/2) plus one (1) other day off with pay, in lieu of holiday pay. In the case of Christmas or New Year's Day, the rate

of pay shall be double time (2x) plus one (1) other day off with pay. The day designated as a day in lieu shall be taken within ninety (90) days following the holiday for which the day in lieu is being taken at a time mutually agreeable to the Employee and the Employer. In the event a date is not mutually agreed upon the Employee shall be paid out.

ARTICLE 22 - VACATIONS

22.01 Annual Vacation Entitlement

(a) Annual vacation entitlement shall be as follows:

After one (1) to completion of four (4) years – fifteen (15) days – six percent (6%).

After four (4) to completion of ten (10) years – twenty (20) days – eight percent (8%).

After ten (10) to completion of fifteen (15) years – twenty-five (25) days – ten percent (10%).

After fifteen (15) to completion of twenty (20) years – thirty (30) days – twelve percent (12%).

After twenty (20) years – thirty-five (35) days – fourteen percent (14%).

22.02 Banking of Vacation Credits

Upon approval of a written request, the Employee with up to four (4) years service shall be entitled to carry over five (5) working days of annual vacation and after completion of four (4) years service and thereafter may carry over a maximum of ten (10) working days of annual vacation.

22.03 Statutory Holidays

Where a statutory holiday, as provided in Article 22, occurs while an Employee is taking annual vacation, the Employee shall be granted one (1) extra day off with pay in lieu of each such holiday.

22.04 Workers' Compensation

Any time lost while the Employee is receiving Workers' Compensation benefits as a result of an accident while in the employ of the Employer shall be included as though they were days worked for the purpose of calculating Annual Vacation Entitlement.

22.05 Vacation Pay on Termination

Vacation entitlement is credited at the beginning of the vacation year. If an Employee is terminating employment part way in the year then the Employee shall reimburse the Employer for unearned vacation that has been taken.

An Employee terminating employment at any time in the vacation year, prior to using their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination.

22.06 Schedule of Vacations

Vacation schedules as approved by the Employer shall be posted by April 1st of each year and shall not be changed without the consent of the affected Employees. Any conflicts with respect to the vacation period shall be resolved on the basis of seniority, however with respect to summer vacations (June 30th to Labour Day) seniority shall prevail only with respect to vacations of three (3) weeks or less. At all other times Employees shall be entitled to take their vacation in an unbroken period with the approval of the Employer.

ARTICLE 23 - SICK LEAVE

23.01 Each Employee shall commence employment with a credit of fifteen (15) days of sick leave and upon satisfactory completion of their probationary period each Employee shall receive a credit of an additional one hundred fifteen (115) days of sick leave. The maximum amount of sick leave credit which can be accumulated at any one (1) time shall be one hundred thirty (130) days.

23.02 Sick leave credits are accumulated at the rate of one and one-half (1-1/2) days per month, to the maximum accumulation of one hundred thirty (130) days as set forth in Clause 23.01.

23.03 Sick Leave Status

- (a) Employees who are on sick leave for a period in excess of three (3) days are required to provide the Employer with a status report from a medical practitioner regarding their condition and expected date of return to work.

In the event the leave exceeds ten (10) working days and the Employee's condition changes or the expected date of return to work is still unknown, the Employee shall provide the Employer with a status report from a medical practitioner. The Employee will continue to report every ten (10) working days until a reasonably accurate return to work date is established.

- (b) Any allegations of sick leave abuse shall be referred to the Labour Management Committee.
- (c) Employees who are on sick leave shall be required to sign a verification form provided by the Employer.

23.04 An Employee shall be required to report in, by telephone, to their Manager unless specifically instructed otherwise prior to the commencement of the shift, but not later than their first normal one-half (1/2) hour of work, to report sickness, unless the expected total period of absence has already been made known to the Employer.

23.05 Leave for medical and dental appointments for Employees shall be considered sick leave.

23.06 A Long Term Disability Plan is to be provided and shall be indexed to the salary increases on the pay grade. The Long Term Disability Plan will have a six (6) month waiting period.

All premiums will be paid by the Employer.

ARTICLE 24 - LEAVE OF ABSENCE

24.01 Compassionate Leave

Notwithstanding any other leave or vacation due an Employee, on satisfactory evidence, an Employee may be granted compassionate leave with pay up to a period of three (3) days per calendar year. In special cases, up to six (6) months of leave without pay may be granted by the Employer. Such leave shall not be unreasonably denied.

24.02 Paid Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority benefits to an Employee who serves as juror or witness in any court or who is required to subpoena to attend a court of law or coroner's inquest. The Employer shall pay such an Employee the difference between normal earnings and the payment received from jury service or court witness, excluding payment for travelling, meals, or other expenses. The Employee will present proof of service and the amount received. Time spent by an Employee required to appear before any government body, or who is subpoenaed to attend a coroner's inquest or who is required to service as a court witness in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay.

24.03 Maternity Leave and Parental Leave

The Employer will grant maternity and parental leave without pay, in accordance with the Employment Standards Act, Part 7.

24.04 General Leave

The Employer may grant leave of absence without pay and without loss of existing seniority to any Employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer. Such leave of absence shall not be unreasonably denied.

24.05 Employee Development

The Employer is committed to promotion from within wherever possible and to provide a working environment where all Employees have the opportunity to develop their skills and abilities. Individuals are encouraged to maximize their potential through utilization of training and/or educational opportunities.

(a) Education Assistance

To encourage Employee development, the Employer will financially assist individuals who take pre-approved educational courses that are relevant to the Employer's operations. This assistance is as follows:

1. The Employer will pay one hundred percent (100%) of course costs upon registration.

2. If the Employee fails to complete the course successfully, they will reimburse the Employer fifty percent (50%) of the costs.

Course costs includes tuition and required text books.

- (b) An Employee may be granted a leave of absence with pay to a maximum of five (5) working days per year, without loss of seniority and benefits, to upgrade their current employment qualifications and to write examinations.
- (c) Employees who attend Employer paid training or education are not eligible for overtime related to travel or for course hours in excess of the regular hours of work.

24.06 Bereavement Leave

Bereavement leave to a maximum of four (4) days shall be granted in the event of a death within the immediate family. "Immediate family" being defined as the Employee's spouse, mother, father, brothers, sisters, sons, daughters, mother-in-law, father-in-law, sons-in-law, daughters-in-law, grandparents and grandchildren, foster parent/legal guardian.

24.07 Family Leave

In the case of illness of an immediate family member, as defined in Clause 24.06, who permanently resides at the Employee's place of residence, the Employee shall be entitled, after notify their Manager, to use up to a maximum of four (4) days per calendar year paid leave for this purpose. The Employer may request a certificate of a medical practitioner for absences in excess of two (2) consecutive days.

24.08 Extended Leave for Union Business

The Employer will grant leave of absence to Employees who are appointed or elected to Union office for a period of up to and including one (1) year. Further leave of absence may be granted by mutual consent. The Employee who obtains this leave of absence shall return to their Employer within forty (40) days after completion of their term of employment with the Union and shall give the Employer not less than thirty-one (31) day's notice of the intention to return to work for the Employer.

ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES

25.01 Payment of Wages

Employees shall be paid every second Friday by direct deposit.

25.02 Wage Schedule

It is mutually agreed that the wage rates as outlined in Schedules "A" and "B" and "C" attached hereto and forming part of this Agreement constitutes the wage rates which shall be paid to Employees of the Regional District of Comox-Strathcona.

25.03 Pay on Temporary Transfer to a Higher Classification

When an Employee is directed by their Manager to perform the duties of any position with a higher rate of pay for any reason, they shall receive increased pay for the period so worked at the minimum rate of pay for the superior position, PROVIDED THAT such minimum is greater than already received and PROVIDED FURTHER THAT if an Employee works for four (4) hours or more in a day at a higher classification, they will receive the higher rate for the day.

25.04 Rates for Charge Hands

A Charge Hand is one who, over and above their regular work, supervises other Employees.

Where a Charge Hand is required by Statute or by Law, or when designated by the Employer, a Charge Hand shall receive ten percent (10%) above their regular rate.

25.05 Professional Fees and Licenses

- (a) Where a job description requires membership or association dues, the Employer shall pay such membership or association dues for an Employee required to hold such membership.
- (b) Where a medical examination is required to maintain a professional driver's or other license, the Employer shall pay such fees as required, unless the medical coverage for the Employee pays such fees.

25.06 Legal Fees

The Employer shall pay all legal and court costs as well as judgement costs, if any, for any action or other proceeding other than a criminal action initiated against an Employee by virtue of the performance of their duties.

25.07 Travel Expenses

The mode of transportation shall be commercial airline (economy fare). Such costs shall be paid in full plus reimbursement for airport transportation on submission of receipts. In the event that such transportation is unavailable, Employees shall be paid the present rate per kilometer paid to Board of Directors of the Regional District of Comox-Strathcona for the use of private vehicles (as per Regional District of Comox-Strathcona Policy).

25.08 Per Diem Rates

- (a) Sixty dollars (\$60.00) per day to cover meals, and other related expenses.
- (b) Hotel lodging expense at reasonable accommodation rates will be paid in full upon submission of receipts.

ARTICLE 26 - JOB CLASSIFICATION & RECLASSIFICATION

26.01 Purpose – Equal Pay for Work of Equal Value

- (a) To carry out a Joint Gender-Neutral Job Evaluation Program in accordance with the general objectives and principles set out in this Agreement pertaining to a Joint Gender-Neutral Job Evaluation Program between the Union and the Employer.
- (b) To jointly implement a single Gender-Neutral Job Evaluation Plan to achieve equal pay for work of equal value for all jobs within the Union, which will include these four (4) main factors:
 - (i) Skill
 - (ii) Effort
 - (iii) Responsibility
 - (iv) Working conditions

The factors and sub-factors must have an impact on all jobs being rated.

- (c) To remove the current inequities in the existing pay plans by ensuring:
 - (i) The Joint Gender-Neutral Job Evaluation Program shall be concluded in full by June 30th, 1998;
 - (ii) All wage increases from the Joint Gender-Neutral Job Evaluation Program will be effective June 30th, 1998.
- (d) The money for this Program will be paid by the Employer over and above normal wage increases negotiated in collective bargaining and no Employee will have their wages reduced, and shall continue to receive all negotiated increases.

26.02 Definitions

The following definitions are to apply to the terms used herein and throughout the Job Evaluation Program:

Collective Agreement

The Collective Agreement currently in effect between the Employer and the Union.

Committee

The Committee is the Joint Job Evaluation Committee (JJEC).

Duty

Is made up of a number of tasks.

Factors

The four (4) major criteria used to measure jobs are skill, effort, responsibility, and working conditions.

Green-Circled Rate

The wage rate that is lower than the newly established wage rate.

Incumbent

An Employee who has been appointed to a job.

Job

A group of duties or range of duties or tasks and responsibilities assigned to and performed by the incumbent(s).

Job Analysis

The process of determining and recording the tasks and duties of a job and the required skill, effort, responsibility, and working conditions involved in the performance of that job, through the use of questionnaires, interviews and/or work-site observation.

Job Description

The written description of a job which includes a summary and the major duties/responsibilities listed in order of importance.

Job Evaluation

A process which measures the value of jobs in relation to each other; this value is expressed in points.

Job Evaluation Plan

The Plan contains the guidelines and degree levels for each sub-factor used for evaluating a job.

Out-of-Schedule Rate

A wage rate that is in excess of the maximum rate determined through the Job Evaluation Program. This rate is established for a specific purpose and normally for a specified period of time.

Pay Grade

A designated salary range within the salary schedule.

Points

The numerical expression assigned to each degree within each sub-factor.

Red-Circled Rate

The wage rate that is higher than the newly established wage rate.

Salary Schedule

A listing of job titles, point bandings and pay grades.

Sub-factors

Components of the four (4) major factors.

Sub-factor Degree

The actual measurement levels within each sub-factor.

Total Points

The sum of all points allotted to each job for all factors determined in accordance with the Job Evaluation Plan.

26.03 The Joint Job Evaluation Committee (J.J.E.C.)

- (a) The J.J.E.C. shall have equal representation and participation from the parties, consisting of three (3) representatives from the Employer and three (3) representatives from the Union.
- (b) The Employer and Union shall each designate one (1) of its representatives to act as Co-Chairpersons.
- (c) Each party may appoint alternate representatives to serve as replacements for absent members or to assist the Committee in its work, from time-to-time. The names of alternate representatives shall be submitted to the J.J.E.C. Secretary.
- (d) The Employer will appoint a Secretary to the J.J.E.C. The Secretary will be responsible to take minutes of each meeting, and to circulate to all members of the Committee a copy of the minutes of the previous meeting and of the agenda for the next meeting, at least forty-eight (48) hours before the meeting. The Secretary shall not be a member of the Committee.
- (e) Union Committee members and any alternates appointed by the Union shall be granted leave of absence with pay and without loss of seniority for periods of time spent working on the Committee. The members shall continue to have all rights and privileges of the Collective Agreement including access to the Grievance Procedure, promotional opportunities, and salary increments to which the Employee would normally be entitled, including any increase that may occur as a result of an evaluation of their present position.
- (f) Routine business decisions of the Committee shall be made by a simple majority. Job rating decisions shall require a unanimous decision of the full Committee and shall be final and binding on the parties, subject to the reconsideration procedure set out in 26.06. Alternate members shall have the right to vote only when replacing a regular Committee member who is absent.

- (g) The Committee shall meet as necessary at a mutually agreed upon time and place. Each member shall receive notice and the agenda for the meeting at least forty-eight (48) hours before the meeting. Either party may call a meeting by giving written notice and this meeting shall take place within seven (7) working days of the delivery of the notice to the other party.
- (h) Either party to the agreement may engage advisors to assist its representatives on the J.J.E.C. Any such advisor shall be entitled to voice but not to vote and shall not be considered to be a member of the Committee.

26.04 Mandate for the J.J.E.C.

The J.J.E.C. shall implement and maintain the Gender-Neutral Job Evaluation Program by:

- (a) Evaluating all the jobs using the Job Evaluation Plan;
- (b) Maintaining the integrity of the program;
- (c) Recommending changes to the Job Evaluation Plan, its procedures or methods, as may be deemed necessary from time-to-time, to the parties.

26.05 Job Analysis Procedures & Ratings for New and/or Changed Jobs

- (a) The following general procedure shall be used to rate jobs:

- (i) Step 1

- A Job Analysis Questionnaire shall be completed by the incumbent(s) and the Supervisor. The completed questionnaire shall be submitted to the J.J.E.C., along with the copy of the current job description (if one exists). The questionnaire should detail any changes to the job resulting from new or changed circumstances in the job.

- (ii) Step 2

- The Committee shall draft an up-to-date job description based on the information gathered. Where further information is required, interviews shall be held with the incumbent(s) and/or the Supervisor. The Committee shall

then submit the job description to the incumbent(s) and the Supervisor for their mutual agreement. Amendments may be made to the proposed job description, as deemed necessary by the Committee, from the response of the incumbent(s) and the Supervisor. When agreed upon, the job description shall be signed by the incumbent(s) and the Supervisor to signify their mutual agreement.

(iii) Step 3

The job shall now be rated, based on the agreed-upon job description, in accordance with the Job Evaluation Plan. The Committee shall also use information obtained from the completed questionnaire, interviews with the incumbent(s) and/or Supervisor and, if required, visits to the job site. The Plan evaluates the skill, effort, responsibility, and working conditions involved in the job. To minimize errors of personal judgement, each of these factors is subdivided into sub-factors which provide a standard against which each job is rated to determine its relative worth.

(iv) Step 4

When the Committee has completed the rating of all jobs, it will provide the Supervisor and the incumbent(s) with a copy of the job description and Advice of Rating Form (Job Evaluation Appendix A).

(b) Job ratings served to:

- (i) group jobs having relatively equivalent point values (this is commonly referred to as banding);
- (ii) provide the basis upon which wage rate relationships between jobs are established;
- (iii) measure changes in job content;
- (iv) assign jobs into their proper pay grade in the salary schedule.

(c) In the application of the Job Evaluation Plan, the following general rules shall apply:

- (i) It is the content of the job, and not the performance of the incumbent(s), that is being rated;
- (ii) Jobs are evaluated without regard to existing wage rates;
- (iii) Jobs are placed at the appropriate degree level in each sub-factor by comparing the specific requirements of the job to the sub-factor definition, and the description of each degree level;
- (iv) The job analysis and rating of each job shall be relative to and consistent with the job descriptions and ratings of all other jobs rated under the Plan;
- (v) No interpolation of sub-factor degrees (i.e. mid-points) is permitted.

26.06 Maintaining the Job Evaluation Program

- (a) It is important that each party maintain accurate job descriptions and job ratings on an on-going basis. Failure to do so will serve to damage the integrity of the program.
- (b) The initial review shall commence following the finalization of all reconsiderations and problems that may arise with the implementation of this Job Evaluation Program. Therefore, it is the intention of the parties to periodically review jobs upon request and all jobs will be reviewed at least every four (4) years.
- (c) Whenever the Employer changes the duties and responsibilities of a job or the incumbent(s)/Union feel that the duties and responsibilities of a job have been changed, or that the job description does not reflect the duties and responsibilities of the job, the following procedures shall be followed:
 - (i) The incumbent(s)/Union or the Supervisor/Employer may request a job evaluation review by completing and submitting a Job Evaluation Reconsideration Form (Job Evaluation Appendix B).
 - (ii) Upon receipt of a completed Job Evaluation Reconsideration Form, the Committee shall proceed to gather accurate, up-to-date information on the job. The gathering of information shall involve requesting the incumbent(s) and Supervisor to

complete an up-to-date job analysis questionnaire. Where further information is required, interviews shall be held with incumbents and/or Supervisors and/or visits to the job site. Based on this information, the Committee shall update the job description, as necessary.

- (iii) Where the job description has been changed, the Committee shall meet to rate each sub-factor of the job, and to establish a new rating for the job and advise the incumbent(s) and/or Supervisor of its decision (Job Evaluation Appendix A). The rating of the job shall determine the pay grade for the job.
 - (iv) If the job is rated at a pay grade higher than the existing pay grade, the incumbent's rate of pay shall be adjusted retroactive to the date the Job Evaluation Reconsideration Form was submitted. The incumbent(s) shall retain the same place on any increment grid.
 - (v) If the job is rated at any grade lower than the existing pay grade, all incumbents of such job shall be identified as "Red-Circled" and shall continue to receive all negotiated increases and shall continue to progress (increment) through the salary range to the job rate of their previous pay grade.
 - (vi) No incumbent will have their wages reduced following the re-evaluation of their job and the establishment of a new wage structure.
 - (vii) All economic adjustments negotiated from time-to-time shall be calculated upon the higher of the revised or previously existing job rate.
- (d) Whenever the Employer wishes to establish a new job, the following procedures shall apply:
- (i) The Employer shall prepare a draft job description for the job;
 - (ii) The J.J.E.C. shall meet and establish a temporary pay grade for the job, based on the draft job description;
 - (iii) The job shall be posed and any person appointed to the job shall be paid the temporary pay grade;

- (iv) After six (6) months from the appointment of an incumbent to the job, the incumbent(s) and the Supervisor shall complete a Job Analysis Questionnaire which shall be submitted, along with an updated job description, to the J.J.E.C. The Committee shall develop a job description to the J.J.E.C. The Committee shall develop a job description and rate the job according to the procedure set out in 26.05. The pay grade shall be paid to each incumbent effective the date of their appointment to the job. In the event that the pay rate of the job decreases as the result of this six (6) month re-examination of the job, the incumbent(s) shall receive full red-circling protection for the duration of their tenure in the job.
- (e) In accordance with 26.05 (a) (iv), 26.06 (c) and (d), either the incumbents(s) or the Supervisor may request reconsideration of the job description and/or the job rating by completing and submitting a Job Evaluation Reconsideration Form (Job Evaluation Appendix B), stating the reason(s) for disagreeing with the job description and/or the rating of the job. Any such request shall be submitted within sixty (60) days of receipt of the Advice of Rating Form (Job Evaluation Appendix A). Both the incumbent(s) and the Supervisor shall be permitted to make a presentation to the Committee. The J.J.E.C. shall consider the request and make a decision which shall be considered final and binding upon the parties and all Employees affected. The Committee shall inform both the incumbent(s) and the Supervisor of its decision using the Review Decision Form (Job Evaluation Appendix C).

26.07 Settlement of Disagreements

- (a) In the event the J.J.E.C. is unable to reach agreement on any matter relating to the interpretation, application or administration of the Job Evaluation Program, the Co-Chairpersons of the Committee shall request, within ten (10) working days, that each party designate an advisor to meet with the Committee. The two (2) advisors shall meet with the Committee and attempt to assist in reaching a decision.

If, after meeting with the two (2) advisors appointed pursuant to 26.07 (a), the Committee remains unable to agree upon the matter in dispute, the Co-Chairpersons shall advise, in writing, the Union and the Employer of this fact, within fifteen (15) working days.

- (b) Either party may, by written notice to the other party, refer the dispute to a single Arbitrator who shall be selected by agreement of the parties. If the parties are unable to agree, either party may request the Minister of Labour to appoint an Arbitrator.
- (c) The Arbitrator shall decide the matter upon which the J.J.E.C. has been unable to agree and their decision shall be final and binding on the J.J.E.C., the Employer, the Union and all affected Employees. The Arbitrator shall be bound by these Terms of Reference and the Job Evaluation Plan and shall not have the power to modify or amend any of their provisions. The jurisdiction of the Arbitrator shall be limited to the matter is dispute, as submitted by the parties.
- (d) The Employer and the Union shall be the parties to the Arbitration hearing and shall have the right to present evidence and argument concerning the matter in dispute. The Arbitrator shall have the powers of an Arbitrator appointed pursuant to the Collective Agreement and, in addition, shall have authority to require the parties to present additional information and to require other person(s) to present evidence, as deemed necessary by the Arbitrator.
- (e) The Arbitrator's fees and expenses shall be borne equally between the parties.
- (f) The time limits contained in this Article may be extended by mutual agreement of the parties.

26.08 Applying the Rating to the Salary Ranges

- (a) The points for each factor will be agreed to by the Committee.
- (c) The total point allocation for positions shall be used to determine the salary range for the positions based on an agreed upon grouping of points (Point Bands) and the negotiated pay grade for each Point Band.

26.09 Conclusion and Implementation

- (a) The J.J.E.C. shall reports its recommendations to the parties for ratification.

- (b) These Terms of Reference, including all appendices, the Gender-Neutral Job Evaluation Plan, job descriptions and any other documents, as agreed to by the J.J.E.C., shall be deemed to be included in the Collective Agreement, effective the date of signing of these Terms of Reference (June 23rd, 1997).

ARTICLE 27 - BENEFITS

27.01 Group Programs

The Employer agrees to pay the percentage of the premiums indicated for the following group benefits. There will be no changes to the levels of coverage in the Group Programs without the agreement of the Union. This includes the Extended Health Care Plan, the Medical Services Plan, the Dental Plan, the Orthodontic Plan, the Group Life Insurance and the Accidental Death and Dismemberment Plan.

Notwithstanding the above, nothing in this Clause obligates the Employer to maintain benefits provided under MSP that the Government of British Columbia has changed.

The listed Paramedical Practitioners are restored and leveled to a maximum of five hundred dollars (\$500.00) per year, per insured person, for each category of Practitioner.

- (a) Extended Health Care Plan – one hundred percent (100%) of the monthly premium.

Effective January 1, 1999 - Vision Care benefits – increases from one hundred fifty dollars (\$150.00) to two hundred fifty dollars (\$250.00) per twenty-four (24) month period per family member.

- (b) Medical Services Plan – one hundred percent (100%) of the monthly premium.

- (c) Effective January 1, 2000 - Dental Coverage - increase fifty percent (50%) of major dental services to one hundred percent (100%) of major dental services. Dental Care Benefits Plan (one hundred percent [100%] of coverage of basic dental services and one hundred percent [100%] of the major dental services) one hundred percent (100%) of monthly premium.

Orthodontic coverage shall be provided to Employees and dependants at fifty percent (50%) coverage to a lifetime maximum of one thousand five hundred dollars (\$1,500.00) per Employee or dependant.

27.02 Group Life Insurance

The Employer agrees to pay one hundred percent (100%) of the monthly premiums for Life Insurance and Accidental Death and Dismemberment Insurance.

Accidental Death and Dismemberment Insurance shall provide coverage in the amount of one and one-half times (1-1/2x) the Employee's annual salary.

Life Insurance shall provide coverage in the amount of two times (2x) the Employee's annual salary.

27.03 Employee Benefit Statement

Annually, the Employer shall provide each Employee with a detailed Employee Benefit Statement which shall outline, in clear, simple and concise terms, the benefits received and their cost, including sick leave and vacation credits, group life insurance, extended health and dental insurance, pension and all statutory benefits received by an Employee.

27.04 Superannuation

All Employees shall be covered by the terms of Public Sector Pension Plans Act (1999).

27.05 Supplementation of Compensation Award

- (a) Employees absent from duty due to injuries received while on duty shall receive full pay during such absence for a period not exceeding twelve (12) months for any one (1) accident, PROVIDED HOWEVER THAT monies received from Workers' Compensation Board shall be remitted to the Employer during that period. "Full pay" means the Employees' normal gross pay, (including premiums, extra pay, supplements or stand-by pay), less normal deductions.
- (b) Should any compensable accident be of a longer duration than twelve (12) months, any Employee covered by this Agreement who is unable to attend work because of a disability resulting from an

accident at work shall have their total M.S.P. and Group Insurance payments paid by the Employer until said Employee returns to work for the Employer or until judged medically unfit to resume their present occupation.

- (c) In the event of a permanent Employee being temporarily laid off, the Employer will continue to pay on behalf of such Employee, its share of the monthly contributions under the Medical Services Contract and the Group Insurance Contract while such Employee is absent, and further, such payment will continue for a period of three (3) months immediately following the date of lay-off provided in all cases, the Employee shall likewise continue the Employee contributions under that said contract.

ARTICLE 28 - HEALTH AND SAFETY

28.01 Safety Committee

The Union shall appoint its members to the Safety Committee to be established under the Industrial Health and Safety Regulations of the Workers' Compensation Board of British Columbia. This Committee shall be established within thirty (30) days of the signing of this Contract. The Committee shall meet a minimum of once a month.

28.02 No Employee shall be disciplined for refusal to work on a job, or handle equipment, which is unsafe in accordance with W.C.B. Industrial Health and Safety Regulations.

28.03 The Safety and Health Committee shall investigate and report as soon as possible on the nature and cause of work accidents or injuries, in compliance with the Workers' Compensation Board Regulations.

28.04 The Committee shall consist of four (4) representatives of the Union and four (4) representatives of the Employer.

ARTICLE 29 - CONTRACTING OUT

29.01 The Employer agrees that no Employee will be laid off or suffer a reduction in their hours as a result of contracting out work or service.

ARTICLE 30 - GENERAL CONDITIONS

30.01 Technological Change

- (a) The Employer will discuss proposed technological changes with the Union and will give sufficient notice to allow the Employee(s) affected to train to perform the duties required by the change.
- (b) No Employee shall suffer a reduction in their wage rate or hours as a result of technological change, providing the Employee avails themselves of the training opportunities.

30.02 Bulletin Boards

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

30.03 Present Conditions to Continue

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

30.04 Copies of Agreement

The Union and the Employer desire every Employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Employer shall print copies of the Agreement within thirty (30) days of signing.

30.05 Plural or Feminine Terms May Apply

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

30.06 Clothing

The Employer will provide personal protective clothing and equipment required by the Workers' Compensation Board including coveralls and rainwear. At the end of each shift the equipment provided shall be stored

in lockers at the workplace, or in the case of Employees who are on-call, in the on-call vehicle. The Employer further agrees to replace said clothing and equipment as required provided that used clothing and equipment to be replaced is turned in to the Employer prior to the issuance of new clothing or equipment. Clothing and equipment shall remain the property of the Employer.

30.07 Union Meetings

It is agreed that the Employer shall allow the Union the use of the Regional District of Comox-Strathcona Board Room for Union meetings, provided:

- (a) the Board Room is not required for Employer purposes;
- (b) those persons using the Board Room on behalf of the Union are doing so in conjunction with matters relating to the Employer;
- (c) the Union shall pay rent of one dollar (\$1.00) for each meeting held by the Union.

30.08 Special Placement

- (a) When operational requirements permit, an Employee who is disabled or infirmed, and as a result is permanently unable to perform their normal job duties, may through mutual agreement of the parties on an individual case-by-case basis, be permitted to bump into a position such disabled or infirmed Employee has the present qualifications, experience, skill and ability to perform, provided such position is occupied by a junior Employee and provided further that no upward bumping shall be permitted under this Clause.
- (b) Employees receiving special placement under this Clause shall be paid the rate for the job into which they bump.

ARTICLE 31 - TERM OF AGREEMENT

31.01 This Agreement shall be binding and remain in full force and effect from January 1, 2004 to December 31, 2006 and shall continue while bona fide collective bargaining is under way, and from year-to-year thereafter as provided for in the Statutes of the Province of British Columbia.

31.02 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

31.03 Notice of Changes

Either party desiring to propose changes to this Agreement shall prior to the expiration of the Agreement, give notice in writing to the other party of the changes proposed. Within ten (10) working days of receipt of such notice by one (1) party, the other party is required to enter into negotiations for a new Agreement.

IN WITNESS WHEREOF THE CORPORATE SEAL OF THE EMPLOYER HAS HEREUNTO BEEN AFFIXED, ATTESTED BY THE HANDS OF ITS PROPER OFFICERS IN THAT BEHALF, AND HAS BEEN EXECUTED BY THE DULY AUTHORIZED OFFICERS OF THE UNION, THE DAY AND YEAR FIRST ABOVE WRITTEN.

The Corporate Seal of the Regional District of Comox-Strathcona was hereunto affixed by and in the presence of:

Chairperson

Secretary

Signed on behalf of the Canadian Union of Public Employees, Local 556, in the presence of:

Unit Vice-President

/gn
opeiu 491
June 22, 2004

BASIC SALARY SCHEDULES

HOURLY RATES

SCHEDULE "A"

SCHEDULE "A"	Jan. 1, 2004	Jan. 1, 2005	Jan. 1, 2006
Plant Operator I	20.05	20.45	20.86
Plant Operator II	23.14	23.60	24.07
Plant Operator III	25.20	25.70	26.21
Senior Plant Operator	26.23	26.75	27.29
Water Technician I	20.05	20.45	20.86
Water Technician II	23.14	23.60	24.07
Water Technician III	24.17	24.65	25.14
Sr. Water Technician	26.23	26.75	27.29

BASIC SALARY SCHEDULES - HOURLY RATES - SCHEDULE "B"

SCHEDULE "B"	Jan. 1, 2004	Jan. 1, 2005	Jan. 1, 2006
Building Official	26.23	26.75	27.29
Sr. Building Official	27.26	27.81	28.37
Building Assistant	20.05	20.45	20.86
Sr. Building Assistant	22.11	22.55	23.00
Planner I	26.23	26.75	27.29
Planner II	28.26	28.83	29.41
Parks Planner	28.26	28.83	29.41
Mapping & Graphics Technician	23.14	23.60	24.07
911 Mapping & Database Technician	27.26	27.81	28.37
Planning Technician I	23.14	23.60	24.07
Planning Technician II	24.17	24.65	25.14
Planning Technician III	25.20	25.70	26.21
GIS Technician	25.20	25.70	26.21
Parks Technician	26.23	26.75	27.29
Waste Reduction Coordinator	25.20	25.70	26.21
Operational Services Planning Analyst	26.23	26.75	27.29
Sr. Financial Accounting Technician	26.23	26.75	27.29
Financial Accounting Technician	24.17	24.65	25.14
Assistant	20.05	20.45	20.86
Clerk/Receptionist	19.02	19.40	19.79
Asst. Coordinator – Victim’s Assistance	20.05	20.45	20.86

BASIC SALARY SCHEDULES

HOURLY RATES

SCHEDULE "C"

SCHEDULE "C"	Jan. 1, 2004	Jan. 1, 2005	Jan. 1, 2006
Landfill Attendant	20.05	20.45	20.86
Landfill Equipment Operator	23.14	23.60	24.07
Landfill Operator	24.17	24.65	25.14

BASIC SALARY SCHEDULES

HOURLY RATES

STUDENT RATES

STUDENT RATES	Jan. 1, 2004	Jan. 1, 2005	Jan. 1, 2006
Operator in Training			
Year 1	14.04	14.32	14.60
Year 2	17.05	17.39	17.73
Planning Student			
Year 1	16.20	16.52	16.85
Year 2	19.67	20.06	20.46

LETTER OF AGREEMENT #1

BETWEEN

CUPE LOCAL 556

AND

THE REGIONAL DISTRICT OF COMOX-STRATHCONA

RE: PART-TIME LANDFILL EMPLOYEE - JUDY SCOTT

The Union agrees that casual hours worked during the vacation period (June 1ST to Labour Day) will be excluded from the calculation in the part-time Employee definition that requires the Employer to post a full-time position when the hours reach forty (40) per week over a three (3) month period.

The Employer agrees to select Judy Scott effective February 1st, 1999 on the part-time posting that closed on April 22nd, 1998 for a part-time Landfill Attendant position, ten (10) hours or more per week. Judy's seniority date as a part-time Employee is January 1st, 1998.

Union

Employer

Date

LETTER OF AGREEMENT #2

BETWEEN

CUPE LOCAL 556

AND

THE REGIONAL DISTRICT OF COMOX-STRATHCONA

RE: AMALGAMATION, REGIONALIZATION AND MERGER PROTECTION

Prior to the Employer merging or amalgamating with any other body, the following shall apply:

1. The Employer shall notify the Union as far in advance as possible.
2. A joint Committee shall be established to review the proposed merger or amalgamation to identify those areas where employees may be affected. The joint Committee shall report their findings to their respective principals.
3. The Union and the Employer shall be guided by the principle of co-operation and agree to use their best efforts to preserve the following employee benefits and privileges:
 - Seniority
 - Service Credits
 - Wage rates
 - Benefits and sick leave
 - Vacation

Union

Employer

Date

**LETTER OF AGREEMENT #3
BETWEEN
CUPE LOCAL 556
AND
THE REGIONAL DISTRICT OF COMOX-STRATHCONA**

JOINT JOB EVALUATION POINT BANDS:

POINT BANDS	2004 WAGE RATE	2005 WAGE RATE	2006 WAGE RATE
0101-0195	19.02	19.40	19.79
0196-0220	20.05	20.45	20.86
0221-0245	21.08	21.51	21.94
0246-0269	22.11	22.55	23.00
0270-0295	23.14	23.60	24.07
0296-0316	24.17	24.65	25.14
0317-0345	25.20	25.70	26.21
0346-0370	26.23	26.75	27.29
0371-0395	27.26	27.81	28.37
0396-0420	28.26	28.83	29.41

EMPLOYEES RETAINING PRE-J.J.E. WAGE AND ENTITLED TO NEGOTIATED GENERAL INCREASES (RED CIRCLED - AS DEFINED IN THE J.J.E. PLAN):

Schedule "A" Employees		2004	2005	2006
Water Technician II	Wes Klettke	23.26	23.73	24.20

Schedule "B" Employees		2004	2005	2006
Mapping & Graphics Technician	Gert Willems	24.96	25.46	25.97
Waste Reduction Co-ordinator	Echo Heibert	25.42	25.93	26.45
Planning Technician	Joanne Mitchell	25.23	25.73	26.24
Planner	Lisa Brinkman	26.40	26.93	27.47

Schedule "C" Employees		2004	2005	2006
None				

Union

Employer

Date

**LETTER OF AGREEMENT #4
BETWEEN
CUPE LOCAL 556
AND
THE REGIONAL DISTRICT OF COMOX-STRATHCONA**

The parties agree, without prejudice, that for the term of this Collective Agreement, January 1, 2004 to December 31, 2006, the employees who work at the Comox Valley Water Pollution Control Centre, including those assigned to the Compost Centre, will start and finish their work shift each day at the CVWPCC.

The parties further agree that they will meet to discuss the possibility of a variation in the hours of work under 18.01 of this Collective Agreement if there is a need for more than two (2) employees at the Compost Facility.

Union

Employer

Date