

***REGIONAL DISTRICT OF
FRASER-FORT GEORGE***

COLLECTIVE AGREEMENT WITH CUPE, LOCAL 1699

**FOR THE PERIOD JANUARY 1, 2000
TO
DECEMBER 31, 2001**

THIS AGREEMENT MADE THE 1ST DAY OF **NOVEMBER**, 2000,

BETWEEN: THE REGIONAL DISTRICT OF FRASER-FORT GEORGE
(Hereinafter called "the Employer")

PARTY OF THE FIRST PART

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 1699
(Hereinafter called "the Union")

PARTY OF THE SECOND PART

ARTICLE 1 - INTERPRETATION

1.01* GLOSSARY

In this Agreement, unless the context otherwise requires:

"Administrator" means the Administrator of the Regional District, who is also the Secretary of the Regional District, or the Administrator's delegate.

"adjustment time" means time accumulated by full-time Communications Operators as a result of working a 12-hour shift schedule.

"biweekly period" means any two (2) consecutive calendar weeks.

"bargaining unit" means the group of employees who are collectively represented by the Union.

"calendar day" means a 24 hour period.

"call out" means overtime which has not been pre-arranged with an employee during his regular working hours.

"casual employee" means an employee who works irregular hours on an as-needed basis.

"days of rest" means two designated consecutive days free from work in every seven (7) day period.

"emergency" means an unforeseen situation or set of circumstances which, if not acted upon without delay, could reasonably be expected to result in personal injury.

"full-time employee" means an employee who normally work a full work week.

"grant-assisted employee" means an employee whose wages are subsidized by the Provincial or Federal Government.

"grievance" means any difference arising out of the interpretation, application, administration or alleged violation of this Agreement, or a case where the Union believes that the Employer has acted unjustly, improperly, or unreasonably.

"lay off" means the period of time for which there is a temporary interruption of employment by the

Employer.

"overtime" means the time worked outside of an employee's regular work schedule which consists of either 7¼ hours or 8 hours per day.

"part-time employee" means an employee who regularly works a fixed schedule which is less than a normal full work week of 36¼ or 40 hours.

"permanent employee" means an employee whose term of employment has no specified duration or termination date.

"probationary employee" means a newly hired employee who has not yet completed his probation period.

"regular employee" means an employee who is not a probationary employee.

"resignation" means an employee's employment with the Employer has been ended by the employee.

"seniority" means the length of accumulated regular scheduled hours with the Employer while part of the bargaining unit, including all approved leaves of absence with the exception of absences approved under Articles 18.07 and 18.10.

"shift" means a period of work or duty scheduled within one 24-hour period.

"shift block" means a scheduled series of shifts alternating with days of rest.

"sick leave" means the period of time that an employee is absent from work with full pay by virtue of being sick, disabled, or quarantined and includes approved time off for visits to a physician, dentist, chiropractor, or other licensed medical practitioner or because of an accident for which compensation is not payable under provincial worker's compensation legislation.

"supervisor" means an employee, either inside or outside the Bargaining Unit, to whom another employee reports directly on a regular basis.

"temporary employee" means an employee whose term of employment has a specified duration or termination date.

"termination" means an employee's employment with the Employer has been ended by the Employer.

"working day" means a day for which an employee receives pay from the Regional District.

1.02 PLURAL OR FEMININE TERMS MAY APPLY

Where the singular or masculine is used in this Agreement it shall be construed as the plural or feminine, or vice-versa, where the context so requires.

1.03 MUTUALLY AGREED CHANGES

Any mutually agreed changes to this Agreement shall form part of this Agreement and are subject to the grievance and arbitration procedures.

ARTICLE 2 - GENERAL CONDITIONS

2.01 CORRESPONDENCE

All correspondence between the parties hereto, arising from or incidental to this Agreement, shall pass between the Secretary of the Employer and the President of the Union or their delegates.

2.02 REPRESENTATIVES OF CANADIAN UNION OF PUBLIC EMPLOYEES

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

2.03 TECHNICAL INFORMATION

The employer shall make available to the Union, upon written request, information such as job descriptions, job classifications, wage rates, and costs of benefit plans. The Union recognizes the right of the Employer to undertake confidential studies of personnel or bargaining related matters at its own expense and to withhold such studies from the Union.

2.04 EMERGENCY SERVICES

The parties agree to provide services of an emergency nature in the event of a strike or lock-out involving the Union and the Employer.

2.05 PERSONNEL FILE

As soon as possible, and no later than twenty-four (24) hours after an employee's written request, an employee shall have the right to access and review his personnel file.

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

No information from the employee's personnel file, of which the employee was not aware at the time of filing, may be introduced in any hearing. Compliance with article 9.03 shall provide confirmation of employee awareness. Employees shall have the right to have copies made of any material contained in their file.

Employees may apply in writing to have material of an adverse or disciplinary nature removed from their personnel files after a period of time equivalent to 24 months of full-time employment, provided no further material of an adverse or disciplinary nature is added within that period. Approval of such a request shall not be unreasonably withheld.

2.06 HARASSMENT

The Employer agrees that an employee has the right to work without being subjected to any harassment or discrimination. Any complaints of harassment or discrimination may be grieved commencing at Step 3 of the Grievance Procedure in accordance with Article 7.

The Employer and the Union agree to jointly develop and maintain policies on harassment and discrimination, through the Labour Management Committee as described in Article 5.01.

2.07 BULLETIN BOARDS

The Employer shall provide a bulletin board upon which the Union shall have the right to post notices concerning Union business. The location of the bulletin board shall be determined by mutual agreement.

2.08 MEETING ACCOMMODATION

The Employer agrees to provide accommodation on the Employer's premises for Union meetings provided it does not jeopardize or unduly interfere with the Employer's operations.

2.09* PROBATION FOR NEWLY HIRED EMPLOYEES

Newly hired employees shall be placed on probation for a period of sixty (60) working days or six (6) calendar months, whichever is less, **excluding lay offs**. Upon completion of the probationary period, such employees shall be granted seniority effective from the original date of employment. Newly hired employees will be placed at Step 1 of the Pay Grade while on probation. Upon completion of probation, an employee will be placed on Step 2 of the Pay Grade for nine (9) months, followed by 12 months at Step 3, and Step 4 thereafter. Newly hired employees hired at other than Step 1 will be placed at that step until completion of their probationary period. Upon completion of probation they will move to the next step.

The probation period may be extended by mutual agreement between the Employer and the Union.

2.10 RIGHT TO REFUSE TO CROSS PICKET LINES

All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the Labour Code of British Columbia or the Canada Labour Code. Any employee failing to report for duty in such circumstances shall be considered to be absent without pay. Refusal to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 RIGHT TO MANAGE

The Union recognizes the right of the Employer to operate and manage the Regional District in accordance with its commitments and responsibilities and to make and alter, from time to time, rules and regulations to be observed by employees provided that such rules and regulations are not contrary to any provision of this Agreement. Without limiting the generality of the foregoing the Union recognizes the right of the Employer to hire, assign, discipline, and discharge employees for proper cause.

ARTICLE 4 - UNION RECOGNITION

4.01 RECOGNITION OF UNION

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all of its employees save and except those excluded by the Labour Relations Board of British Columbia and hereby agrees to negotiate with the Union or any of its authorized committees concerning all

matters affecting the relationship between parties, aiming towards a peaceful and amicable settlement of any difference that may arise between them.

4.02 NO OTHER AGREEMENTS

No employee within the bargaining unit shall be required or permitted to make written or verbal agreement with the Employer or any of its representatives which conflicts with the terms of this Agreement.

4.03 ALL EMPLOYEES TO BE MEMBERS

Except as otherwise provided herein all employees, as a condition of continued employment, shall become and remain members in good standing of the Union, according to its constitution and by-laws, within thirty (30) days of commencing employment.

4.04 REFUSAL OF MEMBERSHIP

An employee whose Union membership is terminated or whose application for Union membership is rejected shall not, for those reasons alone, be subject to discharge from employment but shall nonetheless be required to pay to the Union, through check-off, an amount equal to Union dues and assessments.

4.05 CHECK-OFF PAYMENT

The Employer shall deduct from every employee any monthly dues, initiation fees or assessments levied in accordance with the Union constitution and by-laws effective from the date of joining the Union. The Union shall notify the Employer of the rates it has established for the above purposes prior to implementation.

4.06 DEDUCTIONS

Deductions shall be made from each payroll and forwarded, no later than ten (10) calendar days afterward, to the Secretary-Treasurer of the Union together with two (2) copies of the list showing names and classifications of those employees from whom the deductions have been made.

4.07 NEW EMPLOYEES

The Employer agrees to acquaint new employees, at the time of appointment, with the fact that this Agreement is in effect. New employees shall be presented with a copy of this Agreement, application for Union Membership Card and Dues Deduction Authorization Card by the Employer upon commencement of employment.

4.08 COPIES OF AGREEMENT

The Union and the Employer desire all employees to be familiar with the provisions of this Agreement and with their rights and obligations under it. For this reason the Employer shall provide, at its own expense, a copy of this Agreement to each employee within thirty (30) days of signing.

4.09 REPRESENTATION

No employee shall undertake to represent the Union at meetings with the Employer without proper

authorization. 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 the names of its supervisory personnel with whom the Union may transact business.

4.10 NO DISCRIMINATION

There shall be no discrimination, with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, lay off, recall, classification, discipline, discharge, or otherwise by reason of race, creed, age, colour, national origin, political or religious affiliation, sex or marital status, nor by reason of his membership in a trade union, except as provided in this Agreement.

ARTICLE 5 - LABOUR MANAGEMENT COMMITTEE

5.01* COMPOSITION OF COMMITTEE

In the interest of good relations, a Labour Management Committee shall be appointed consisting of two (2) representatives of the Union and two (2) representatives of the Employer. Two (2) alternates shall be appointed by each party. Each party will notify the other in writing of its appointees to this Committee. The Committee shall meet at least once every two (2) months or more frequently if requested by either party.

Union representatives on the committee who are employed by the Employer shall have the privilege of attending committee meetings during working hours without loss of remuneration. Communications Operators attending committee meetings on their day of rest shall be paid at straight time for time spent attending committee meetings.

5.02 PURPOSE OF COMMITTEE

The purpose of the Labour Management Committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work-related skills and to promote workplace productivity.

The Committee shall enjoy the full support of both parties in the interest of improved service to the public, health and safety, and job security for the employees and shall concern itself with:

- (a) constructive criticism of all activities so that better relations shall exist between the Employer and its employees;
- (b) extending and improving service to the public;
- (c) reviewing suggestions from employees and the Employer related to performance of work, operational problems, hours of work, working conditions and service, other than grievances concerned with service; and
- (d) correcting conditions causing grievances and misunderstandings.

5.03 COMMITTEE RECOMMENDATIONS

All Committee recommendations shall be referred to the Administrator for consideration by the Employer and to the President for consideration by the Union. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power

to bind either the Union or its members or the Employer to any decisions or conclusions reached in its discussions.

5.04 TIME OFF FOR MEETING

Union representatives on the Committee who are employed by the Employer shall have the privilege of attending Committee meetings during working hours without loss of remuneration.

ARTICLE 6 - BARGAINING COMMITTEE

6.01 BARGAINING COMMITTEE

A Bargaining Committee shall be appointed consisting of not more than four (4) authorized representatives of each party. At least one (1) of each party's appointees shall be an employee of the Employer and the Employer's appointees shall not be members of the Union. The parties will advise each other of their appointees as early as possible prior to the commencement of collective bargaining. Each party may change its appointees at any time but shall give one (1) day of notice to the other party before recognition is required.

6.02 FUNCTION OF BARGAINING COMMITTEE

All matters of mutual concern pertaining to collective bargaining shall be referred to the Bargaining Committee for discussion and possible settlement.

6.03 MEETING OF THE COMMITTEE

In the event either party wishes to call a meeting of the Committee, it shall be arranged by mutual agreement as to time and place, with such arrangements to be made no later than six (6) working days after the receipt of the request from the other party.

6.04 ACQUIRED RIGHTS

If any of the terms or provisions of this Agreement are invalidated by the enactment of legislation the unaffected portions shall remain in full force and effect and either party may, upon notice to the other, reopen the affected parts of this Agreement for negotiation.

6.05 TIME OFF FOR MEETING

Any employee representing the Union on this Committee shall have the privilege of attending Committee meetings held during working hours without loss of remuneration.

6.06* TIME OFF TO PREPARE FOR BARGAINING

- (a) Union Bargaining Committee members shall be granted up to three (3) days off for the purpose of preparing for collective bargaining.**
- (b) The Employer shall continue said employees' pay and shall be reimbursed by the Union for the costs related to this leave.**
- (c) Scheduling of the three (3) days off shall be at a time mutually agreed to by the Employer and the Union, taking into account bona fide operational needs of the departments**

affected.

ARTICLE 7 - GRIEVANCE PROCEDURE

"Grievance" means any difference arising out of the interpretation, application, administration or alleged violation of this Agreement or a case where the Union believes that the Employer has acted unjustly, improperly, or unreasonably.

7.01 STEWARDS

The Employer acknowledges the right of the Union to select stewards whose duty shall be to assist any employee who the steward represents in preparing and presenting his grievance in accordance with the grievance procedure.

7.02 RECOGNITION OF STEWARDS

The Union shall notify the Employer, in writing, of the names of the Chief Steward and every other steward and the departments they represent before the Employer is required to recognize them. The Union steward shall be recognized so long as they remain employees or until their successors are chosen.

7.03 GRIEVANCE COMMITTEE

The Employer acknowledges the right of the Union to appoint or otherwise select a Grievance Committee consisting of three (3) members who shall be employees of the Employer. The names of the Grievance Committee members shall be communicated to the Employer in writing.

7.04 PERMISSION TO LEAVE WORK

The Employer agrees that stewards and members of the Grievance Committee shall not be hindered, coerced, restrained or interfered with in any way during their investigation or presentation of grievances. It is understood that stewards and members of the Grievance Committee, being employees of the Employer, have job related responsibilities during working hours and will therefore not leave work except as provided in this Agreement.

Prior to leaving their workplace, stewards and Grievance Committee members shall obtain the permission of their supervisor, which shall not be withheld unreasonably. Where a supervisor is unavailable for the above purpose, permission will be requested from the Department Head.

7.05 TIME OFF FOR GRIEVANCE

The Employer agrees that where a Union steward, a member of the Grievance Committee, a witness, or an aggrieved employee leaves his work to deal with a grievance, or to attend an arbitration, in accordance with this agreement, he shall suffer no loss of pay for the time so spent. It is understood that employees have job-related responsibilities during working hours and will therefore not leave the workplace or assigned work station except as provided in this Agreement.

7.06 GRIEVANCE PROCEDURE

The grievor shall have the right to be present at all steps of the grievance procedure. An earnest effort shall be made to resolve grievances in the following manner:

- STEP 1: The aggrieved employee shall submit his grievance to his steward within thirty (30) days.
- STEP 2: If the Union steward and/or the Grievance Committee considers the grievance to be justified, the aggrieved employee, together with the steward or Grievance Committee, shall attend before the department head, within five (5) working days of the first approach to the steward under Step 1, to submit a written statement of the particulars of the grievance and the redress sought.
- STEP 3: Failing satisfactory settlement being reached within five (5) working days after the dispute was submitted under Step 2 the aggrieved employee, together with the Grievance Committee, shall attend before the Administrator and submit a written statement of the particulars of the grievance and the redress sought.
- STEP 4: Failing satisfactory settlement being reached within five (5) working days after the dispute was submitted under Step 3 application shall be made to the Employer, in writing, stating the grievance concerned and a hearing shall be granted the aggrieved employee, if he so wishes, and the Grievance Committee at the next meeting of the Regional Board following the application.
- STEP 5: Failing satisfactory settlement being reached within five (5) working days after the grievance was heard by the Regional Board the Union may, upon giving five (5) calendar days' notice in writing to the Employer, refer the dispute to arbitration.

7.07 POLICY GRIEVANCE

Steps 1 and 2 of the grievance procedure may be omitted where the Union feels that a dispute involves a question of general application or interpretation. The Union must initiate a policy grievance within ten (10) days of the occurrence.

7.08 GRIEVANCE ON DISCIPLINE

An employee who considers himself to be wrongfully or unjustly discharged, suspended, or otherwise disciplined, shall be entitled to initiate the grievance at Step 3. However, the 30-day time limit shall not be omitted.

7.09 GRIEVANCE ON SAFETY AND HEALTH CONDITIONS

An employee who believes he is being required to work under conditions which are unsafe or unhealthy shall have the right to file a grievance in Step 2 of the grievance procedure; however, time limits shall be pursuant to Steps 1 and 2 of Article 7.06.

7.10 REPLIES IN WRITING

Replies to written grievances shall be in writing.

7.11 FACILITIES FOR GRIEVANCES

The Employer shall supply the facilities necessary for grievance meetings involving the Union and the Employer.

ARTICLE 8 - ARBITRATION

8.01 COMPOSITION OF BOARD OF ARBITRATION

When either party requests that a grievance be submitted to arbitration the request shall be made by courier or registered mail to the other party, indicating the name and address of its appointee to an arbitration board. Within five (5) working days the other party shall answer by courier or registered mail indicating the name and address of its appointee to the arbitration board. The two (2) appointees shall then meet to select a chairperson.

8.02 FAILURE TO APPOINT

If the party receiving the notice fails to notify the other party of its appointment within the time limit specified the Deputy Minister of Labour shall, upon request of the party grieving, appoint an arbitrator. If, within seven (7) calendar days of the appointment of a second arbitrator, the two appointees fail to select a chairperson the appointment shall be made by the Minister of Labour upon the request of either party.

8.03 BOARD PROCEDURE

The Board of Arbitration shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations. It shall hear the grievance and render a decision within ten (10) calendar days of the last day of the hearing.

8.04 DECISION OF THE BOARD

The decision of the Board shall be final, binding, and enforceable on both parties. The Board shall not have the power to change this Agreement but shall have the power to resolve any grievance in a manner which it deems just and equitable.

8.05 DISAGREEMENT ON DECISION

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the chairperson of the Board of Arbitration to clarify the decision or to reconvene the Board to clarify the decision, which it shall attempt to do within seven (7) calendar days after receipt of the application.

8.06 EXPENSES OF THE BOARD

Each party shall pay the fees and expenses of the arbitrator it appoints and one-half (½) of the fees and expenses of the chairperson.

8.07 AMENDING OF TIME LIMITS

The time limits fixed in the arbitration procedure may be extended by mutual consent of the parties to this Agreement.

8.08 WITNESSES

At any stage of the grievance or arbitration procedure either party shall have the right to request the assistance of any witnesses and all reasonable arrangements shall be made to allow access, for the parties and the arbitrators, to the Employer's premises or place of work to view any

conditions which may be relevant to the grievance.

8.09 IRREGULARITY

Throughout the grievance and arbitration procedure no grievance shall be deemed invalid by reason of defect in form, technical irregularity or procedural error and the Board of Arbitration shall have the power to relieve against such conditions on such terms as may be just and reasonable.

8.10 ALTERNATIVE TO ARBITRATION PROCEDURE

(a) Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this agreement, including any question as to whether a matter is arbitrable, during the term of the *Collective Agreement*, Vince Ready, or a substitute agreed to by the parties, shall at the request of either party:

1. investigate the difference;
2. define the issue in the difference; and,
3. make written award to resolve the difference,

within five (5) days of the date of receipt of the request; and for those five (5) days from that date, time does not run in respect of the grievance procedure.

(b) Where a hearing, rather than arbitration, has been implemented, the decision shall be final, binding and enforceable on all parties.

ARTICLE 9 - SUSPENSION OR DISCHARGE PROCEDURE

9.01 SUSPENSION OR DISCHARGE PROCEDURE

Probationary employees may be discharged upon the authority of the Administrator if, in the opinion of the Employer, they prove unsatisfactory in the position or unable to perform the duties of the position. The Department Head may suspend probationary employees but shall immediately report such action to the Administrator.

9.02 REINSTATEMENT

Where it has been determined that an employee has been unjustly suspended or discharged such employee shall be immediately reinstated in his former position without loss of seniority and shall be paid for all time lost as a result of the suspension or discharge in an amount equal to the normal straight time earnings that he would have received while at work or by any other arrangement for compensation which the parties hereto consider just and equitable in the circumstances.

9.03 NOTICE OF DISCIPLINARY ACTION

The Employer agrees to give written particulars of any warning, censure, suspension, discharge or other disciplinary action to the employee and the Union within five (5) working days of such

disciplinary action, unless the employee requests otherwise in writing. An employee may be disciplined by the Employer only for just cause.

ARTICLE 10 - SENIORITY

Seniority means the length of accumulated regular scheduled hours with the Employer while part of the bargaining unit, including all approved leaves of absence with the exception of absences approved under Articles 18.07 and 18.10.

10.01 SENIORITY LIST

The Employer shall maintain a list ranking each employee on the basis of accumulated seniority and showing the date upon which they commenced employment. An up-to-date seniority list shall be sent to the Chief Steward and posted on all bulletin boards provided for the use of the Union at the beginning of each month unless there has been no change in the ranking.

10.02 SENIORITY FOR TEMPORARY EMPLOYEES

Temporary employees shall not exercise seniority rights with respect to lay offs, terminations or "bumping".

Permanent part-time employees on unpaid sick leave shall accumulate seniority based on the regular hours worked in the position from which they are absent.

10.03 LOSS OF SENIORITY

An employee shall lose his accumulated seniority in the event that:

- a) he is discharged for just cause and is not reinstated;
- b) he resigns; or
- c) following a lay off, he fails to return to work or notify the Employer that because of sickness or other just cause he is unable to return to work, within fifteen (15) calendar days of the Employer attempting to notify him by registered mail to do so.

Except for the above, an employee shall lose his seniority at the rate of fifteen (15) days per week commencing one (1) year after termination or continuous layoff.

ARTICLE 11 - PROMOTIONS AND STAFF CHANGES

11.01 JOB POSTINGS

When a vacancy occurs or a new position is created, either inside or outside of the bargaining unit, the Employer will ensure that a notice of the position vacancy is given to the Union and posted on all bulletin boards provided for the use of the Union for a minimum of five (5) working days prior to the closing of the job competition. The notice will contain all information included in external notices advertising the position including, in the case of positions within the bargaining unit, the nature of the position, required qualifications, hours of work and wage rate.

Extension of employment for temporary positions need not be posted provided the extension does

not exceed two (2) months.

Vacancies for positions involving ten (10) days or less work need not be posted.

11.02 METHOD OF MAKING APPOINTMENTS

In making staff changes, the applicant having the most seniority and the minimum level of qualifications required for the position shall be appointed.

11.03 PROMOTION OUTSIDE THE BARGAINING UNIT

An employee shall not be promoted or transferred to a position outside of the bargaining unit without his consent and shall have the right to return to his former position at any time within three (3) months of the date of transfer or promotion.

11.04 TRIAL PERIOD

In the case of promotions and transfers the successful applicant shall be given a trial period of three (3) months, during which time if, in the opinion of the Employer, he proves unsatisfactory in the position or unable to perform the duties, he shall be returned to his former position. The trial period may be extended by mutual agreement. An employee may request to be returned to his former position at any time during the trial period notwithstanding that he may have proven himself capable in the new position. Any other employee whose position is affected by the rearrangement of positions shall also be returned to his former position. Written explanation of the entire staff rearrangement will be given to all employees affected.

11.05 NOTIFICATION TO EMPLOYEE AND UNION

Within seven (7) working days of the date of an appointment a notice shall be sent to the Union and posted on all bulletin boards provided for the use of the Union indicating the name of the person appointed. All employees who applied for the position but were not appointed shall also be notified within seven (7) working days.

The Union shall be notified of all appointments, hires, lay offs, transfers, recalls, and terminations of employment.

11.06 TEMPORARY APPOINTMENTS

An employee who is appointed to a temporary position shall have the right to return to his former position upon termination of the temporary position provided that the Employer's consent has been given in writing prior to the appointment.

ARTICLE 12 - LAYOFFS, TERMINATIONS AND RECALLS

12.01 ROLE OF SENIORITY

Subject to having the minimum qualifications required for a position an employee's seniority ranking shall be the first consideration when laying off, recalling, terminating, or rehiring become necessary.

In the event of a layoff or termination, employees shall be laid off or terminated in the reverse order of their bargaining unit wide seniority. An employee about to be laid off or terminated may bump any employee with less seniority. The right to bump shall include the right to bump up, down or laterally. Any employee displaced by this procedure shall be entitled to the same bumping rights.

Permanent full-time employees may also exercise bumping rights when there is a reduction in their regular hours of work.

12.02 NOTICE OF LAY OFF OR TERMINATION

The Employer shall not lay off or terminate an employee without giving him, in writing, at least:

- (a) three (3) working days notice if employed by the hour where the employee has been employed less than six (6) months;
- (b) two (2) weeks notice where the employee has been employed at least six (6) months but less than three (3) years; or
- (c) one (1) week notice for every full year of employment, to a maximum of eight (8) weeks, where the employee has been employed a minimum of three (3) years.

The Employer may pay to an employee to be laid off or terminated, in lieu of notice, an amount equal to that which the employee would have earned during the period of notice.

The period of notice shall not include any portion of the employee's paid vacation leave which has been arranged prior to layoff notification.

Temporary employees who are terminated in accordance with the terms of their letter of appointment shall be deemed to have received the minimum notification required at the time of appointment.

Employees will attempt to provide the Employer with written notification of their intention to resign in the same manner as required of the Employer.

12.03 RECALL PROCEDURE

Employees shall be recalled in the order of their seniority. New employees shall not be hired until those laid off and having minimum qualifications have been given an opportunity of recall. Notification of recall will be attempted by use of certified mail or other service providing acknowledgement of receipt.

ARTICLE 13 - HOURS OF WORK

13.01 HOURS OF WORK

Except as otherwise provided in this Agreement the regular work schedule for all employees shall be 8:45 a.m. to 5:00 p.m., including one (1) hour off for lunch, Monday through Friday.

13.02* FLEX TIME

1. Flex time provisions shall be reviewed by either party at the end of each calendar year with the option that either the Employer or the Union may choose to opt out of the provisions at that time.
2. Flex time should be at the option of the employee. An employee may request flex time arrangements in writing to the department head for approval.

A flex time arrangement may be requested of an employee by a department head in writing with a copy to the Administrator. Once approved by the employee, the application shall be approved **in writing** by the Administrator before implementation. Any denials of flex time applications by a department head or an employee shall be forwarded to the Administrator for review and filing.

An employee or employee's **department head** can terminate an approved flex time arrangement with three (3) weeks' notice.

3. Flex time provisions shall permit the Employer regular operations from 8:45 a.m. to 5:00 p.m. and flex time arrangements on a departmental basis shall not interfere with staffing of such department during those hours.
4. Flex time arrangements will be such that consistent patterns will be employed and hours of work will balance the 72½ hours normally worked within each pay period. **General variations on the regular hours of work will be spelled out where possible in advance in individual flex schedules.**

Flex agreements should recognize and distinguish between "regular" and "seasonal" arrangements. For both the "regular" and "seasonal" schedules, the first 80 hours of work biweekly are worked on a flex basis. For all additional hours, overtime rates shall apply in accordance with Article 14.02.

Accumulated flex time is banked at straight time and is recorded and used separately from overtime. Overtime is banked or paid either at time and a half or double time and is recorded separately in timesheet and payroll records.

Examples of variations in flex schedules under the new arrangement include, but are not limited to, the following:

4.1 Administration Department

- (a) Clerical staff may work one or two evening meetings per month. Time is worked on a flex basis. Total biweekly hours do not exceed 80. If biweekly hours were to exceed 80, overtime rates would apply.
- (b) Weed Control Administrative Assistant has regular flex schedule from September to April; has seasonal flex schedule from May to August. With advance approval from the department head, may work on flex days. The first 80 hours biweekly are worked on a flex basis. After 80 hours biweekly, overtime rates apply.

4.2 Finance Department

Staff work extended hours five days a week during peak season, January 1 to March 31.

The first 80 hours of this "seasonal" flex are worked on a flex basis. After 80 hours biweekly, overtime applies.

4.3 Development Services Department

- (a) Planning staff attend evening meetings year-round on a flex basis. They do not always take regular flex days. The first 80 hours biweekly are worked on a flex basis. After 80 hours biweekly, overtime rates apply.
- (b) Inspection staff may work additional hours before or after the regular work day, especially between May and October, in order to complete field inspections or travel from outlying areas. They may work on flex days during peak periods. Whether "regular" or "seasonal" flex time, the first 80 hours biweekly are worked on a flex basis. After 80 hours biweekly, overtime rates apply.
- (c) Parks Staff: Flex arrangements do not apply at this time.

4.4 Environmental Services Department

- (a) Clerical staff may work an occasional evening meeting. Time is worked on a flex basis as total biweekly hours normally do not exceed 80. After 80 hours biweekly, overtime rates apply.
- (b) Coordinators and other inside workers, with department head approval, may work extended hours before or after the regular work day, to supervise contractors, carry out site inspections, work at the weigh scale, drive long distances from outlying facilities, or give public presentations. They may work on flex days to accommodate work loads. The first 80 hours biweekly are worked on a flex basis. After 80 hours biweekly, overtime rates apply.
- (c) Outside workers: flex arrangements do not apply at this time.

4.5 Community Services Department

- (a) Clerical staff may work extended hours on a daily basis. The first 80 hours biweekly are worked on a flex basis. After 80 hours biweekly, overtime rates apply.
- (b) Other staff routinely attend evening meetings. They travel long distances from outlying areas. Time is banked on a flex basis. After 80 hours biweekly, overtime rates apply.

5. Employees on a flex arrangement may bank a maximum of 40 hours of flex time. A maximum of 40 hours of banked flex time may be carried over to the next calendar year with department head approval.
6. The standard day of 7¼ hours (8 hours in the case of outside workers) shall apply to the accumulation of all benefits, sick leave and seniority.
7. Sick leave and unscheduled leaves of absence either paid or unpaid, shall be credited as hours normally worked on the flex hour arrangement.

Paid holidays, annual vacation and scheduled leaves of absence shall be calculated on the basis of the regular 7¼ hour work day (8 hours in the case of outside workers).

8. Flex time shall recognize variations in the standard work day for outside workers who are involved in a flex arrangement, reflecting a biweekly work schedule of 80 hours, or as otherwise specified in a letter of appointment.
9. Employees who transfer to a position in another department and who wish to continue with a flex arrangement must request a new flex arrangement that fits the operational needs of the new department.
10. Employees who volunteer for fire callout receive paid overtime from the call-out department at their regular rate of pay for hours worked outside of regular hours. In order to avoid time loss in the employee's own department, flex time and banked overtime do not apply for fire callout.
11. Employees who have flex agreements and who are called out to work overtime shall receive overtime as specified in Article 14.06 - Minimum Call Out Time.

13.03 MINIMUM HOURS

In the event an employee starts work in any day and is sent home before completing four (4) hours he shall be paid for four (4) hours. In the event an employee reports for work but is sent home before commencing work, he shall be paid for four (4) hours work.

13.04 BREAK PERIOD

An employee shall be permitted a paid rest period of fifteen (15) consecutive minutes in each half of a shift. For reasons of staff safety or adequate provision of service to the public, employees may be required to remain on-site for paid rest breaks.

13.05* VARIATIONS IN WORK SCHEDULE - OUTSIDE WORKERS

The regular work schedule for the Assistant Weed Inspector and Weed Technicians shall be not more than eleven (11) hours in any day (10 working hours) between the hours of 4:00 a.m. and 6:00 p.m., Monday through Saturday and not more than eighty (80) hours in any biweekly period.

The regular work schedule for Parks and Environmental Services outside workers shall not be more than nine (9) hours in any day between 6:00 a.m. and 10:00 p.m., Monday through Sunday, and not more than forty (40) hours in any week.

The regular work schedule for Recreation Centre outside workers shall not be more than eleven (11) hours in any day (10 working hours) between 6:00 a.m. and 12:00 p.m., Monday through Sunday, and not more than eighty (80) hours in any biweekly period.

The hours of commencement of work shifts and lunch breaks shall be determined by the department head prior to the commencement of each work week. **Employees** shall be entitled to two (2) consecutive days off in every seven (7) days. **Employees shall not be required to work more than five (5) consecutive days in any seven (7) day period.**

The above classes of workers are entitled to a lunch break of one (1) hour in each day to be scheduled by mutual agreement of the supervisor and the employees affected except that such employees may elect, by consensus, and with the approval of the Employer to reduce the lunch break to less than one (1) hour on any particular day. A lunch break of not more than fifteen (15) minutes shall be considered as time worked.

Daily hours of work for all employees shall be scheduled consecutively. There shall be no split shifts.

13.06 SHIFT PREMIUMS

- (a) Where Communications Operators work a minimum of two (2) hours between 4:00 p.m. and 8:00 a.m., a shift premium of fifty (50) cents per hour shall be paid.
- (b) The shift premium for outside workers in Parks (including Huble Farm), Environmental Services and Arenas shall consist of seventy-five (75) cents per hour for all time worked between 10:00 p.m. and 6:00 a.m., and fifty (50) cents per hour for all time worked between 5:00 p.m. and 10:00 p.m.

13.07 NOTICE OF SHIFT CHANGE

Twenty-four (24) hours notice shall be given before change of shift. Failure to provide notice of change of shift or failure to provide at least twelve (12) hours rest shall result in payment of overtime at established rates for any hours worked during such rest period. This article shall not apply to casual employees.

13.08 ADJUSTMENT TIME OFF FOR COMMUNICATIONS OPERATORS

Communications Operators are entitled to apply to take adjustment time off either as part of a shift or as a full shift.

Requests to use adjustment time shall be submitted to the Shift Supervisor as far in advance as possible. Such requests for adjustment time off shall not be unreasonably denied where the staffing of the Communications Centre is not compromised.

13.09* VARIATIONS IN WORK SCHEDULE - COMMUNICATIONS OPERATORS

Hours of work for full-time permanent Communications Operators are two day shifts working 0700 to 1900 hours followed by two night shifts working 1900 to 0700 hours followed by four days off. Each 12-hour shift includes a paid lunch break of forty-five (45) minutes.

During the **six (6) month training period**, hours of work for part-time Operators consist of two day shifts from 0700 hours to 1500 hours and/or 1100 hours to 1900 hours followed by two night shifts from 1900 hours to 0300 hours, followed by four days off.

Upon completion of the **training period**, part-time Operators may be scheduled for a combination of day shifts followed by night shifts. At the discretion of the Manager, the hours of work from October 1st to April 30th, may be established at **1100 hours to 1900 hours** and **1900 hours to 0300 hours**. From May 1st to September 30th, the night shift hours may run from **2000 hours to 0400 hours**.

Shifts will be primarily scheduled as required during peak periods occurring between **1900 hours** on Thursdays and **1900 hours** on Sundays. A minimum break of twelve (12) hours shall occur between shifts. Each eight-hour shift includes a paid lunch break of thirty (30) minutes. Part-time Communications Operators shall be entitled to two (2) consecutive calendar days of rest every seven (7) days.

ARTICLE 14 - OVERTIME

"Overtime" means the time worked outside of an employee's regular work schedule which consists of either 7¼ hours or 8 hours per day.

14.01 OVERTIME APPROVAL

All overtime to be worked must receive prior approval from the Administrator or his delegate.

14.02 OVERTIME PAY

Subject to section 13.02, 13.06, and 14.04, overtime worked immediately before or after an employee's regular hours of work shall be paid at time and one-half for the first two hours and double time thereafter. Where an employee returns to work on an overtime basis following a pre-arranged meal break, call out rules will not apply.

14.03 OVERTIME NOTICE

Provided that at least two (2) hours notice has been given the Employer may require any employee to work overtime. Overtime arranged with less than two (2) hours notice shall be considered a call out and subject to the call out provisions of this Agreement, unless such short notice is acceptable to the employee.

The Employer will, at all times, attempt to arrange overtime work in such a way as to minimize conflict with an employee's personal plans and shall ensure, before requiring an employee to work overtime, that no other qualified employee is willingly available for the work.

14.04 Overtime hours for Assistant Weed Technician, Weed Technician, and Assistant Weed Inspector shall be calculated as follows:

- (a) all time worked between the 10th and 12th working hours in any day will be paid at time and one-half (1½T);
- (b) all time worked beyond the 12th working hour in any day will be paid at double time (2T);
- (c) all time worked between eighty (80) and one hundred (100) hours in any biweekly period and not accounted for in (a) or (b) will be paid at time and one-half (1½T);
- (d) all time worked over one hundred (100) hours in any biweekly period and not accounted for in (a) or (b) will be paid at double time (2T); and
- (e) all time worked on the 11th or 12th working days in any biweekly period will be paid at double time (2T).

14.05 OVERTIME ON DAY OF REST

All time worked on an employee's day of rest shall be considered overtime and paid at double time (2T).

14.06 MINIMUM CALL OUT TIME

"Call Out" means overtime which has not been pre-arranged with an employee during his regular

working hours.

An employee who is called out to work overtime in an emergency or because of unforeseen circumstances beyond the control of the Employer shall be paid at double time (2T) for all time worked.

An employee who is called out to work overtime for less than two (2) hours shall be paid for two (2) hours unless the call out immediately precedes his regular work day in which case he shall be paid at double time (2T) only for the time worked prior to commencement of his regular work day.

In the case of outside workers, all call out starts fifteen (15) minutes prior to the employee arriving at work and shall be considered as time worked.

14.07 MEAL ALLOWANCE

A meal allowance shall be given to an employee who works a minimum of two and one-half (2½) hours preceding or following his regular work day, unless on travel status, in which case the

Employer's travel policy rates shall apply. A ten dollar (\$10) meal allowance shall be paid preceding a shift, and a fifteen dollar (\$15) meal allowance shall be paid following a shift.

14.08 CLEAR HOURS

If overtime work ends less than eight (8) hours before but does not immediately precede an employee's regular shift, he shall be paid at double time (2T) for all time worked between commencement of his regular shift and eight (8) hours after cessation of such overtime. An employee shall suffer no loss of remuneration if he chooses not to report to work until eight (8) hours have elapsed since the cessation of such overtime.

14.09 TIME OFF IN LIEU OF OVERTIME

Instead of an immediate cash payment for overtime, an employee may choose to bank an equivalent amount of time with the Employer for use as a leave of absence with pay.

Unless an employee requests otherwise, banked overtime will be paid out in cash on the first pay day in December of each year. On or before November 15th of each year, an employee is entitled, following a request in writing, to carry over banked overtime into the next calendar year. The carry over to the next year shall not exceed ten (10) days.

Such leave may only be taken at a time mutually agreeable to the Employer and the employee.

14.10 OVERTIME HOURS FOR COMMUNICATIONS OPERATORS

Overtime which falls at the end of a shift as the result of an emergency situation does not require notice from the Employer and shall be paid at the rate of time and one-half (1½T).

ARTICLE 15 - HOLIDAYS

15.01 PAID HOLIDAYS

The Employer recognizes the following as paid holidays:

New Year's Day
Good Friday
Easter Monday
Victoria Day
Canada Day
British Columbia Day

Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

and any other day proclaimed as a paid statutory holiday by the Federal, Provincial or applicable Municipal Government.

15.02 COMPENSATION FOR PAID HOLIDAYS FOR PART-TIME AND CASUAL EMPLOYEES

Part-time and casual employees shall receive compensation for paid holidays pro-rated on the basis of the number of hours worked during the last two completed pay periods immediately preceding the pay period in which the paid holiday occurs.

15.03 COMPENSATION FOR HOLIDAYS FALLING ON EMPLOYEE'S DAY OF REST

When a paid holiday falls on an employee's day of rest his next scheduled work day shall be deemed to be the holiday for the purpose of this Agreement.

Where a full-time employee works on a holiday which falls on his regular scheduled day of rest he shall be paid at double time (2 T) and receive the next scheduled work day off with pay, unless otherwise mutually agreed to.

Where a full-time Communications Operator works a shift which commences on a holiday which falls on a regular scheduled day of rest, the Operator shall be paid at two and one half times (2½T) for the first eight (8) hours worked and at one and one half times (1½T) for any additional hours worked on that shift. In addition, the Operator will receive another shift off with regular pay at a mutually agreed time.

15.04 COMPENSATION FOR HOLIDAYS FALLING WITHIN VACATION SCHEDULE

If a paid holiday falls or is observed during an employee's paid vacation leave, he shall be allowed an additional day of paid vacation leave at a mutually agreeable time.

15.05 PAY FOR REGULARLY SCHEDULED WORK ON A PAID HOLIDAY

An employee who works on a holiday which falls on his regularly scheduled work day shall be paid at double time (2T) and receive another day off with pay at a mutually agreeable time. Part-time and casual employees' day off with pay shall be pro-rated and paid out.

Full-time Communications Operators who work on a shift commencing on a holiday which falls on their regularly scheduled work day shall be paid at two and one half times (2½T) for the first eight (8) hours and one and one half time (1½T) for any additional hours worked on that shift.

Part-time Communications Operators working on a holiday which falls on their regularly scheduled work day shall be paid at two and a half time (2½T) for hours actually worked during the Paid Holiday. Hours worked on a shift before or after a Paid Holiday shall be paid at the regular rate of pay.

ARTICLE 16 - VACATIONS

16.01 VACATIONS - PERMANENT FULL-TIME EMPLOYEES

Permanent full-time employees shall earn paid vacation leave which recognizes years of service to the Employer. The term "years of service" shall mean a period of twelve (12) months from the employee's date of commencement of employment. Paid vacation leave shall be taken only after it has been earned and shall be paid at the employee's regular rate of pay at the time the vacation is taken.

Paid vacation leave for *other than* Communications Operators shall be earned according to the following schedule:

YEARS OF SERVICE	Working Days Per Year	Working Days Per Month
During the 1st year of service up to and including the 5th year of service	15	1-1/4
During the 6th year of service up to and including the 10th year of service	20	1-2/3
During the 11th year of service	21	1-3/4
During the 12th year of service	22	1-5/6
During the 13th year of service	23	1-11/12
During the 14th year of service	24	2
During the 15th year of service and thereafter	25	2-1/12

Permanent Full-Time Communications Operators shall earn vacation leave according to the following schedule:

YEARS OF SERVICE	Working Days Per Year	Working Days Per Month
During the 1st year of service up to and including the 5th year of service	15 (120 hours)	1-1/4
During the 6th year of service up to and including the 9th year of service	20 (160 hours)	1-2/3
During the 10th year of service and thereafter	25 (200 hours)	1-3/4
No vacation leave shall be taken during the first six months of employment.		

16.02 LENGTH OF VACATIONS - OTHER THAN PERMANENT FULL-TIME EMPLOYEES

Other than permanent full-time employees shall receive four percent (4%) vacation pay during the first year of service; six percent (6%) vacation pay during the second (2nd) year of service up to and including the fifth (5th) year of service; and eight percent (8%) during the sixth (6th) year up to and including the tenth (10th) year of service and ten percent (10%) thereafter following their anniversary date, based on gross earnings payable biweekly. Permanent part-time employees

shall receive fifteen (15) working days without pay.

16.03 TERMINATION OF SERVICE

Upon termination or resignation the unused portion of an employee's vacation entitlement shall be paid out. An employee may choose to receive all or part of his vacation entitlement upon or during layoff.

16.04 PREFERENCE IN VACATIONS

Where the work schedule permits, including consideration of peak work periods, an employee shall be granted the vacation period he/she prefers at such time as may be mutually agreed upon by the Employer and the employee. Vacation requests shall not be unreasonably denied. Conflicts in preferred vacation dates shall be settled on the basis of the seniority of the employees involved, except that in order to allow finalization of vacation plans without fear of seniority rights being exercised, the following rules will apply:

- (a) before approving a vacation request involving five (5) or more consecutive days the Department Head shall notify all senior employees within the department to ensure that the request will not conflict with their vacation plans;
- (b) where a vacation request is submitted by a junior employee, senior employees will have fourteen (14) calendar days in which to submit their request for prior consideration.
- (c) once an employee's vacation request has been approved in accordance with the above procedure it will no longer be subject to change due to conflict with a senior employee's vacation plans;
- (d) an employee who has exercised seniority rights in setting his vacation schedule may not change that schedule in a manner which would conflict with another employee's vacation plans.

In recognition of the special staff scheduling requirements for the Communications Centre as an essential service, Communications Operators shall submit vacation requests in writing to the immediate Supervisor as far in advance as possible. Written approval or denial of vacation requests shall be provided by the Employer or its delegate within fourteen (14) days of receipt of the request. Vacation requests shall not be unreasonably denied.

Once written vacation approval has been granted, requests for subsequent changes must be submitted by the employee in writing with as much advance notice as possible. Approvals for changes to previously approved vacation schedules cannot be guaranteed by the Employer due to the amount of staff rescheduling which may be required.

This vacation procedure shall also apply to the employees at the Foothills Landfill Site.

16.05 VACATION PAY

Upon giving at least seven (7) calendar days' written notice of a request for an advance, an employee shall receive on the last working day preceding commencement of his annual vacation, any pay cheques which fall due during his vacation.

16.06 VACATION CARRY-OVER

An employee shall be permitted to accumulate a maximum of thirty (30) days of paid vacation entitlement. An employee may be permitted to accumulate more than this amount with the prior written approval of the Administrator.

16.07 VACATIONS - TEMPORARY WORKERS

In lieu of vacation leave, employees filling consecutive, temporary positions are entitled to a three (3) week break between temporary positions once in every calendar year, following completion of one (1) year of employment.

ARTICLE 17 - SICK LEAVE

Sick Leave means the period of time that an employee is absent from work with full pay by virtue of being sick, disabled, or quarantined and includes approved time off for visits to a physician, dentist, chiropractor, or other licensed medical practitioner or because of an accident for which compensation is not payable under provincial workers' compensation legislation.

Employees requesting time off to attend visits to a physician, dentist, chiropractor or other licensed medical practitioner shall endeavour to give the employer at least forty-eight (48) hours' notice. Wherever possible, employees shall schedule such appointments outside of work hours.

17.01 ANNUAL PAID SICK LEAVE

Employees shall earn sick leave credits in proportion to the time paid to a maximum of one and one-half (1½) days per month. Part-time and casual employees shall not be entitled to use their sick leave credits until they have completed two months' service.

17.02 ACCUMULATION OF SICK LEAVE

The unused portion of an employee's sick leave credits shall accrue as earned.

17.03 DEDUCTIONS FROM SICK LEAVE

As sick leave is taken, time shall be deducted from an employee's accumulated sick leave bank at actual time taken, rounded down to the nearest one-quarter (¼) hour.

An employee claiming sick leave shall notify his department head no later than one (1) hour after commencement of his regular working day, advising of the time he expects to be absent due to illness or medical/dental appointment, except where this is not reasonably possible. In the event the employee's department head cannot be reached, a message shall be left with the department receptionist.

17.04 SUPPLEMENTATION OF COMPENSATION AWARD

An employee prevented from performing his regular work with the Employer because of an accident that is compensable by the Workers' Compensation Board shall receive from the Employer the difference between the amount payable by the Workers' Compensation Board and his regular salary or earnings. This difference shall be deducted from his accumulated sick leave credits until the expiration of such credit.

17.05 PROOF OF ILLNESS

An employee may be required to produce a certificate from a licensed medical practitioner, for any illness in excess of five (5) consecutive working days or five (5) full or partial days off in any four (4) week period, certifying that he was unable to carry out his duties due to illness. Such certificate shall be one hundred (100) percent paid by the Employer.

17.06 SICK LEAVE WITHOUT PAY

Sick leave without pay may be granted to an employee who does not qualify for sick leave with pay. In determining eligibility for sick leave without pay and the seniority rights which ensue, the Employer is entitled to request a medical certificate from a licensed medical practitioner setting out one or each of the following:

- (a) the diagnosis of the medical condition that could affect the employee's ability to perform the total duties outlined in the job description;
- (b) confirmation that the employee is following a prescribed treatment plan;
- (c) an estimated date of return to full employment in the assigned duties and anticipated restrictions, if any.

One hundred (100) percent of the cost of such certificate shall be paid by the Employer.

17.07* SICK LEAVE RECORD

A record of each employee's unused sick leave credits is maintained by the Employer and recorded on the payslips.

17.08 CASH PAYMENT

- (a) As an incentive to accumulate sick days during an employee's tenure of employment, the following schedule of payout of accumulation of sick days shall apply:
 - (i) on termination or resignation or retirement at maximum age - twenty five percent (25%) to a maximum of forty-two (42) days;
 - (ii) as an incentive for early retirement, between age fifty-five (55) years and sixty (60) years with a minimum of ten (10) years of service with the Employer - forty percent (40%) to a maximum of seventy-six (76) days.
 - (iii) retirement between ages sixty (60) years and sixty-five (65) years with any length of service with the Employer - forty percent (40%) to a maximum of seventy-six (76) days.
- (b) The employee may request payment of accrued sick leave as:
 - (i) a lump sum payment at the time of termination, resignation, or retirement; or
 - (ii) held over to the next taxation year; or
 - (iii) converted into a paid, pre-retirement vacation equivalent; or
 - (iv) R.R.S.P.

In the case of an employee's death, sick leave credits will be payable to the estate.

ARTICLE 18 - LEAVE OF ABSENCE

18.01* BEREAVEMENT LEAVE

Upon request, any full-time employee will be granted an appropriate leave of absence with pay, to a maximum of three (3) days, in the case of the death of a close relative in his family. In the case of the death of a full-time employee's spouse or child, a maximum of five (5) days shall be granted. **The maximum period of leave for a part-time employee shall be up to three (3) consecutive days in the case of the death of a close relative in his family. In the case of the death of a part-time employee's spouse or child, the maximum period of leave shall be up to five (5) consecutive days. The employee will suffer no loss of pay for scheduled days of work missed during these leave periods.** Applications from other employees will be considered where appropriate. Close relative shall mean:

Spouse**	Grandparent
Parent	Grandchild
Child	Parent-in-law
Brother	Brother's or Sister's Spouse
Sister	Spouse's Brother or Sister
Step-parent	Spouse's Grandparents
Step-child	

**Legal common-law spouse shall be recognized as equivalent to spouse, including any of the above relationships pertaining thereto.

18.02 COMPASSIONATE LEAVE

Employees may be granted, upon request, leave of absence with pay to a maximum of twelve (12) days per year in the case of serious illness in the family. The Employer may request written confirmation of such leave.

18.03 FAMILY ILLNESS

In the case of illness of the spouse or a child of an employee, when no one at home other than the employee can provide for the needs of the ill person, the employee shall be entitled after notifying the Employer to use up to a maximum of three (3) consecutive days at any one time of accumulated sick leave for this purpose.

18.04 MATERNITY LEAVE

Upon an employee's written request, leave of absence without pay for pregnancy shall be granted to a maximum of six (6) months. An employee returning to work after maternity leave shall be placed in the pay grade step which she would normally have occupied had leave not been taken.

Employees on maternity leave will be required to stay off work for the full amount of leave requested unless the Employer is satisfied that the employee, prior to the expiration of leave, is capable of performing her regular duties.

On return from maternity leave, the employee will be placed in a position consistent with the seniority provisions of this Agreement.

At the option of the employee, benefits shall be maintained on the current cost sharing arrangements to a maximum of six (6) months.

18.05 JURY OR WITNESS DUTY LEAVE

The Employer shall grant leave of absence to an employee subpoenaed to serve as a juror or witness in any court. The Employer shall pay such employee the difference between his regular earnings and the payment he receives for jury or witness duty excluding payment for travelling, meals or other expenses, conditional upon the employee presenting proof of service and proof of the amount of pay received. Leave of absence without pay shall be granted to any employee whose private affairs require his appearance in court.

18.06 LEAVE OF ABSENCE FOR UNION FUNCTIONS OR DUTIES

- (a) Upon request to the Employer, one (1) employee elected or appointed to represent the Union at Union functions shall be allowed a leave of absence without pay. Leave of absence without pay, but without loss of benefits, shall be allowed employees to attend Executive and Committee meetings of the Canadian Union of Public Employees.
- (b) An employee who is elected or selected for a full-time position with the union or any body with which the Union is affiliated shall be granted leave of absence without pay.
- (c) Such employee shall receive his pay and benefits as provided for in this Agreement, but the Union shall reimburse the Employer for all pay and benefits for the period of absence.

18.07 LEAVE OF ABSENCE FOR FULL-TIME PUBLIC DUTIES

The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay and without loss of seniority so that an employee may be a candidate in a federal or provincial election.

An employee who is elected to public office shall be allowed leave of absence without pay and without loss of seniority during his term of office.

18.08 EDUCATION LEAVE

The Employer shall pay:

- (a) up to 100% of the cost of an academic, technical or other course which is requested by an employee;
- (b) 100% of the cost of an academic, technical or other course which the Employer requests that an employee take.

Employees shall submit requests in writing. All requests are subject to approval by the Employer in advance of course registration. Where a course involves absence from work, there shall be no loss of pay if attendance is approved in advance by the Employer.

With respect to subsection (a), reimbursement will be provided upon course completion, except where such is not reasonably possible because of ill health or course cancellation.

Where the Employer has a written policy which is more beneficial to employees in matters of educational training, the provisions of such policy apply.

18.09 MOURNER'S LEAVE

One (1) day leave of absence with pay shall be granted to any employee to attend a funeral as a pallbearer.

18.10 GENERAL LEAVE

The Employer may, upon written request, grant leave of absence without pay to any employee for good and sufficient cause.

18.11 ADOPTION LEAVE

The Employer shall, upon written request, grant leave of absence without pay to an employee upon adoption of a child new to the employee's family. Such leave shall not exceed six (6) calendar months. Health and welfare benefits shall be maintained at the current cost-sharing arrangements for the period of absence.

18.12 PARENTAL LEAVE

Upon an employee's written request, leave of absence without pay for parental leave for a birth mother, a birth father or an adopting parent, shall be granted to a maximum of twelve (12) consecutive weeks. A birth mother or an employee on adoption leave in accordance with Article 18.11 must begin parental leave immediately after her pregnancy leave/adoption leave ends unless she and employer agree otherwise. A birth father must begin the leave within fifty-two (52) weeks after the birth of the child and an adopting parent within fifty-two (52) weeks after the child is placed with the parent.

An initial period of parental leave may be extended up to five (5) weeks if the child requires an additional period of parental care. A request for parental leave by birth parent or adopted parent must be made in writing at least four (4) weeks before the proposed start date. An employer may require an employee to provide a doctor's certificate or other evidence that the employee is entitled to the leave or leave extension.

On return from parental leave, the employee will be placed in a position consistent with the seniority provisions of the Agreement.

At the option of the employee, benefits shall be maintained on the current cost sharing arrangements during the term of the parental leave.

18.13 FAMILY RESPONSIBILITY

An employee is entitled to ten (10) working days of unpaid leave in a year to meet the responsibilities related to the care or health of a spouse, child, parent, grandchild, step-child, guardian, sibling, grandparent, step-parent, parent in-law, or any person who lives with the employee as a member of the employee's family. Benefits shall be maintained on the current cost sharing arrangements.

ARTICLE 19 - PAYMENT OF WAGES AND ALLOWANCES

19.01 PAY DAYS

The Employer shall pay salaries and wages every second Friday in accordance with Schedules 'A' and 'B' attached hereto and forming part of the Agreement. Payment of salaries and wages is by direct deposit only through a financial institution of the employee's choice.

There will be a one (1) week hold back of all wages owing to employees who are not full-time employees, and earnings, other than regular earnings, for full-time employees.

On each pay day an employee shall be provided with an itemized statement of his wages and deductions.

An employee's final pay cheque will normally be given on his last day of employment or on the following working day except where circumstances are such that his entitlement has not yet been determined by the Employer. In these cases the Employer shall have up to five (5) working days to issue payment.

19.02 RATE OF PAY ON PLACEMENT

Employees at the time of their hiring, transfer, reclassification, and promotion shall be placed in the Pay Grade step which most appropriately recognizes their relevant qualifications and training for the position, except where a newly hired employee is placed in any step other than the lowest, it shall be with prior Union approval.

19.03 PAY ON TEMPORARY TRANSFERS - HIGHER RATED JOB

The Employer shall have the right to request an employee to temporarily assume all or part of the duties of a higher classification during the absence of another employee or in the event of unexpected workloads. In cases where the full responsibilities of the position are assumed by the employee for three (3) full days or longer, the employee shall be entitled to the higher rate of pay associated with that position. When the responsibilities of the position are only partly assumed by the employee for three (3) full days or longer, the employee shall be entitled to a premium equal to at least 10% of that employee's hourly rate provided that the rate does not exceed the rate of pay of the higher classification. The employee shall be entitled to a percentage of the full rate which most accurately recognizes the level of responsibility assumed. The Employer will take seniority and qualifications into account when making senior work assignments.

19.04 PAY ON TEMPORARY TRANSFERS - LOWER RATED JOB

If an employee is assigned, on a temporary basis, to a position paying a lower rate, his rate of pay shall not be reduced.

19.05 DEMOTION

An employee who is demoted as a disciplinary measure or because he has lost the statutory qualifications to perform his duties shall not benefit from the rate protection provisions set out above. Upon regaining his statutory qualifications, he shall be returned to his former job classification provided that the loss of qualifications is the only such instance during the two (2) year period immediately preceding the loss, and providing that the job originally held still exists.

19.06 SEVERANCE PAY ON TERMINATION

If an employee with five (5) or more years of service is displaced as a result of the Employer

ceasing all or part of its operations or because of changes in operating methods and the Employer is unable to provide work at the same regular rate of pay in a comparable class of work, the employee shall be given severance pay in the amount of one (1) week's pay at his regular rate for every year of service with the Employer.

For employees with less than five (5) years' service, severance pay shall be calculated at a rate of three (3) days of pay for each completed year of service.

19.07 EMPLOYMENT PROGRAMS

Grant-assisted employees shall not receive the salary increments set out in Schedule 'A.' In the event such employees continue to work after the termination of the above wage subsidy programs, they shall receive a rate of pay equal to that which would have applied had the step increases of Schedule 'A' been in effect from the commencement of employment.

19.08 VEHICLE ALLOWANCE

The Employer agrees to reimburse an employee who uses his own vehicle for business where authorized by the Employer. Where the Employer grants prior permission, the employee may use his own vehicle for authorized business when the Employer's vehicle is available; and he will be reimbursed at one-half (1/2) of the rate established herein. Vehicle allowances shall be paid at forty cents (\$.40) per kilometre or by Employer policy, whichever is greater.

Upon approval by the Employer, the employee will obtain business insurance coverage for their personal vehicle. The Employer shall pay the difference between personal insurance costs and business insurance costs incurred by an employee as a result of using a personal vehicle for authorized business purposes.

19.09 STANDBY PAY

The Employer shall have the right to request an employee to engage in standby emergency duty. Standby emergency duty means that the employee will remain available to be contacted for emergency duty and will be within a reasonable distance in order to carry out the emergency duties. An employee who performs emergency standby duty shall receive a premium of twelve and one-half percent (12.5%) of his normal rate of pay for each day of standby duty. Regular call out provisions shall apply for emergency work performed.

"Normal pay" means that on regular work days, standby pay applies to the standard work schedule (i.e. 7.25 hours or 8 hours) of a regular work day, with double time on weekends and triple time on Statutory Holidays.

ARTICLE 20 - JOB CLASSIFICATION AND RECLASSIFICATION

20.01 JOB DESCRIPTION

The Employer is responsible to draw up job descriptions for all positions, whether or not included within the bargaining unit. Job descriptions for those positions in the Bargaining Unit shall utilize a common format agreed upon by the Employer and the Union. No position within the bargaining unit shall be filled until the rate of pay has been settled through negotiation, unless by mutual agreement.

20.02 CHANGES IN CLASSIFICATION OF POSITIONS WITHIN THE BARGAINING UNIT

The Employer shall prepare a new job description whenever a job is created or whenever the responsibility level of a job changes. When the responsibility level of any job changes or increases, or where the Union and an employee feel a job is incorrectly classified, or when a new job is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the employee or the date of change in job duties.

Existing jobs which are reclassified shall not require posting pursuant to Article 11.01.

20.03 COPIES OF JOB DESCRIPTIONS

The Employer agrees to provide a complete set of Bargaining Unit job descriptions to each Department Head and three (3) sets to the Union. Each employee shall be provided with an up-to-date copy of his job description upon commencement of employment and whenever a change has been made.

ARTICLE 21* - EMPLOYEE BENEFITS

1. All full-time permanent employees shall be eligible for pension, dental, extended health, life insurance, accidental death and dismemberment, and long-term disability coverage on completion of the probationary period. They shall be eligible for medical insurance commencing the first day of employment.
2. Other than full-time permanent employees shall receive twelve and one-half percent (12.5%) pay in lieu of medical, dental, extended health, life insurance, accidental death and dismemberment, and long-term disability coverage upon completion of the probationary period.
3. Full-time permanent employees who change employment status to part-time, casual or temporary employment will no longer be eligible to remain in the Employer's benefits plans. Such employees will receive twelve and one-half (12.5%) pay in accordance with this Article.
4. Temporary, part-time and casual employees who have been hired in a full-time permanent position **will be eligible to be enrolled in all benefits as soon as permissible by the terms of the particular plans, or at the successful completion of the trial period.**
5. The Employer agrees to maintain the level of benefits in Article 21 at the **1999** level with the addition of vision care (\$200 level) commencing August 1, 1998 and hearing aid. The level of benefits may only be adjusted by mutual agreement of the parties.
6. Pacific Blue Cross shall be considered when conducting a market evaluation during benefit renewal. The Union shall have equal representation to management on a Committee to review the market evaluations.

21.01 PENSION PLAN

All employees shall participate in the existing pension plan, in accordance with the terms of the plan, and in any future plan that may be entered into by mutual agreement of the parties hereto.

21.02 MEDICAL INSURANCE

All full-time employees shall participate in the recognized medical plan unless covered by an alternate medical plan. Other employees will not be required to comply with the above provision unless they so wish. The Employer shall pay one hundred (100%) percent of each employee's premiums to such plan and, in the case of employees on sick leave, shall continue such contributions for a maximum of three (3) months.

21.03 EXTENDED HEALTH PLAN

The Employer shall pay one hundred (100%) percent of the premium cost of the recognized extended health plan for all full-time employees.

21.04 GROUP LIFE INSURANCE

The Employer shall pay one hundred (100%) percent of the premium cost of the recognized Group Life, and Accidental Death and Dismemberment Insurance plans for all regular employees. Group life insurance policy value shall be two (2) times gross annual salary and accidental death and dismemberment policy value also shall be two (2) times gross annual salary. Dividends from these plans may be allowed to accrue but shall be used only for such purposes as may be mutually determined from time to time. Each regular employee joining the Employer's staff after September 1, 1976 shall participate in these plans.

21.05 DENTAL PLAN

The Employer shall contribute one hundred (100%) percent of the premiums of the recognized dental plan for all full-time employees and each full-time employee shall participate in the plan unless he has existing coverage through a plan applicable to an employee's spouse.

Coverage shall be as follows:

Plan A	100%	} Plan A & B combined maximum \$2,000 per family member. Effective August 1, 1998 \$1,750 Life Time Limit, per dependant child under the age of 19.
Plan B	50%	
Plan C	50%	

The Employer is committed to enhance Dental Coverage Plan A & B and expand limits effective August 1, 1999.

21.06 LONG TERM DISABILITY

The Employer shall provide long-term disability insurance coverage for all full-time employees, the premiums for which shall be one hundred (100%) percent employee paid.

21.07 CONTINUATION OF BENEFITS

In the event an employee is laid off and desires to continue receiving the employee benefits outlined herein, the Employer agrees to continue paying its share of monthly premiums on such benefits for a period of thirteen (13) weeks for such employees with two or more years of service. At the end of the thirteen (13) week period such benefit costs shall become the responsibility of the

employee concerned. Employees desiring continuation of medical coverage will be required to make arrangements with the Employer prior to being laid off. Extended coverages are subject to group plan rules covering these circumstances.

21.08 INSPECTORS FEES

It is agreed that the Employer will, on behalf of the Employer's Inspectors, pay membership fees in the Building Inspectors Association of British Columbia and the Plumbers Association of B.C.

21.09 DIRTY PAY

Dirty pay in the amount of thirty-three (33) cents per hour, with a minimum payment of two (2) hours, will be paid in addition to the employee's regular pay when an employee is required to work under conditions which would subject clothing or protective equipment supplied by the employee to abnormal wear and tear, or subject the employee to working conditions which are unusually

objectionable. This would include coming in contact with hot mix asphalt, asphalt emulsions, raw sewage, sewage sludges, sandblasting, or spray undercoating of vehicles.

21.10 PROTECTIVE CLOTHING AND SAFETY FOOTWEAR

The Employer shall provide protective clothing and safety footwear meeting applicable WCB standards, when necessary for employees to carry out their assigned duties:

Suitable similar protective clothing may be issued to employees under special circumstances when considered necessary by their Supervisor. All articles of protective clothing or safety footwear provided by the Employer shall remain the property of the Employer. Employees who have protective clothing and safety footwear issued to them are responsible for their cleaning and maintenance.

Employees who lose the protective clothing or safety footwear issued to them will be responsible for replacement, but will not be responsible for replacement if the loss is due to no fault of their own or for normal wear. Worn-out clothing and safety footwear will be made available to the Employer before a reissue is made.

ARTICLE 22 - JOB SECURITY

22.01 JOB SECURITY

The Employer agrees that no permanent employee shall suffer a loss of employment, a reduction of hours, or fail to be recalled, as a result of the Employer contracting out work.

22.02 TECHNOLOGICAL CHANGE

The Employer agrees to give to the Union, in writing, at least three (3) months notice of any intended introduction to the workplace of a technological change which would affect the terms and conditions or security of employment of any employee or which would significantly alter the basis upon which this Agreement was negotiated.

An employee whose job security or terms of employment would be adversely affected by the introduction of a technological change shall be offered a similar position within the bargaining unit

at a comparable salary rate or shall be compensated in a manner considered just and equitable by the Union and the Employer.

22.03 JOB RELATED LEGAL PROTECTION

The Regional District shall indemnify an employee, including probationary employees, against any claim for damages arising out of the performance of his duties and, in addition, shall pay legal or other costs incurred subject to the terms and conditions specified in an indemnification bylaw of the Employer.

The Employer agrees to make available the services of the Employer's solicitor or other solicitor of the Employer's choice at no cost to the employee provided the act alleged to have been committed or omitted does not constitute a breach of the terms of employment or of any condition, statutory or otherwise, of any insurance policy which would otherwise be applicable.

22.04 AMALGAMATION

In the event an employee's position is terminated as a result of the Employer merging or amalgamating with another body the Employer shall undertake to ensure that the employee is offered a similar position, at a comparable salary rate, with the new employer.

Where another organization assumes similar functions to those removed from the Employer, the Employer shall recommend the hiring of any employee displaced as a result of the loss of the function.

ARTICLE 23* - HEALTH AND SAFETY

The Employer agrees that it is bound by the provisions of the *Workers' Compensation Act and Regulations*, as these may be changed from time to time.

23.01 JOINT HEALTH AND SAFETY COMMITTEE

1. The joint Health and Safety Committee shall deal with health and safety in the workplace. The Employer shall endeavour through its Committee representatives to keep the Committee fully informed of intended technological changes, safety information on any substance associated with the work environment, and to give serious consideration and a written response to observations and recommendations made by the Committee. The Employer also undertakes to provide the Union with copies of reports and data provided to or by the workers' Compensation Board and other government agencies, and all correspondence directed to the Committee.
2. Committee members shall have the right to participate in monitoring the workplace and accompanying government inspectors on health and safety inspection tours.

23.02 COMMITTEE RECOMMENDATIONS

All Committee recommendations shall be referred to the Administrator for consideration by the Employer and to the President for consideration by the Union. The Committee shall not supersede the activities of any other Committee of the Union or of the Employer, and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in its discussions.

23.03 TIME OFF FOR MEETING

Union representatives on the Committee who are employed by the Employer shall have the privilege of attending Committee meetings during working hours without loss of remuneration.

23.04 RIGHT TO REFUSE UNSAFE WORK

Employees shall have the right to refuse unsafe work pursuant to Article 8.24 of the *Industrial Health and Safety Regulations*.

23.05 EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

The Employer shall provide and maintain an Employee and Family Assistance Program selected with the mutual agreement of C.U.P.E. Local 1699. The Plan shall be monitored by the Joint Health and Safety Committee. The Plan shall be 100% financed by the Employer.

23.06* SAFETY FOOTWEAR

Employees required by the WCB to wear safety footwear may choose to provide their own WCB-approved footwear rather than accept the safety footwear provided by the Employer.

Employees choosing to provide their own WCB-approved safety footwear will be reimbursed **One Hundred Twenty-five (\$125)** Dollars per year upon presentation of a receipt to the Employer.

ARTICLE 24 - TERM OF AGREEMENT

24.01* DURATION

This Agreement shall be in force and effect from and after the first day of **January, 2000** up to and including the last day of **December, 2001** and thereafter from year to year unless either party gives notice in accordance with the existing provincial statutes. Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining even if negotiations extend beyond the anniversary date of this Agreement. Negotiated changes to the *Collective Agreement* are effective **November 1, 2000** unless indicated in the applicable Articles.

ARTICLE 25 - RATES OF PAY*

January 1, 2000	-	two percent (2%) increase across the board to all classifications
January 1, 2001	-	two percent (2%) increase across the board to all classifications

These rate increases shall be made retroactive to **January 1, 2000**.

SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1699

SIGNED ON BEHALF OF THE REGIONAL DISTRICT OF FRASER-FORT GEORGE

President

Chairperson

Secretary/Treasurer

Administrator

Date

Date

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