

MEMORANDUM OF SETTLEMENT

BETWEEN:

THE REGIONAL DISTRICT OF CENTRAL KOOTENAY

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2262

The parties hereto agree, subject to ratification by their principles, to amend the existing Collective Agreement as indicated below:

WAGE AND TERM

- Term - March 1, 2006 to February 29, 2008
- 2006 - A general across the board salary increase to all classification of two percent (2.0%) retroactive to March 1, 2006.
- 2007 - A general across the board salary increase to all classification of two and one-quarter percent (2.25%) effective March 1, 2007.

LANGUAGE CHANGES

Amend Title Page to read;

COLLECTIVE AGREEMENT

between

**Regional District of Central Kootenay
(Nelson and District Community Complex)**

and

CUPE Local 2262

1.02

Employees exempt under this Collective Agreement shall be the Coordinator of Facilities, Facility Clerk, Recreation Program Supervisor and ~~the Aquatic and Fitness Director, the Aquatic Supervisor, the Maintenance Supervisor and the Fitness Supervisor.~~

- 1.06 A labour management committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer. The committee shall enjoy full support of both parties in the interests of improved services to the public, and job security for the employees within the bargaining unit. **The committee will meet four (4) times per year**
- 1.07 ~~Employees will not be disciplined for refusing to cross a legal picket line. An employee covered by this agreement shall have the right to refuse to cross a legal picket line or refuse to do the work of striking or locked out employees where a legal strike or lockout is in effect shall not be considered a violation of this agreement, nor shall it be grounds for disciplinary action, other than loss of wages for the period involved. The cost of benefits will be covered by the employee.~~
- 2.02 The Employer shall always have the right to hire, to discipline, demote and discharge employees for proper cause, subject to the provisions of this Agreement, and to retire an employee at age sixty-five (65). ~~The selection of Management supervisory staff shall be entirely a matter for the Employer's decision.~~
- 2.03 ~~The Employer agrees that work or services which have historically been performed by the bargaining unit, are presently performed by the bargaining unit, or are hereafter assigned to the bargaining unit shall not be subcontracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company or non-union employee, unless such action will result in a substantial saving or a significant increase in effectiveness and this shall be discussed with the Union prior to final decision by the Employer, provided, however, that this shall not result in the laying off of permanent employees.~~
- The selection of Management supervisory staff shall be entirely a matter for the Employer's decision. Management Supervisor may instruct or lifeguard in an emergency situation only.**

New Clause

- 2.04 The Employer agrees that work or services which have historically been performed by the bargaining unit, are presently performed by the bargaining unit, or are hereafter assigned to the bargaining unit shall not be subcontracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company or non-union employee, unless such action will result in a substantial saving or a significant increase in effectiveness and this shall be discussed with the Union prior to final decision by the Employer, provided, however, that this shall not result in the laying off of ~~permanent~~ **regular** employees.

Re-number 2.04 to 2.05

3.02 Regular Part-time Employees

A regular part-time employee is one who works regularly scheduled shifts but less hours than a regular full-time employee. A minimum of twenty-five (25) hours per week for a minimum of ~~six (6)~~ **three (3)** months must be worked by an employee to obtain benefits. Thereafter, a minimum of twenty-five (25) hours per week must be maintained in order to retain benefits. If an employee works less than twenty-five (25) hours, the employee shall receive fifteen percent (15%) in lieu of benefits.

6.04 No employee who has equal qualifications and equal abilities shall be required to work a shift against his wishes when other employees are available to perform the required work. If the numbers willing to work a shift are insufficient, the shift work will be **assigned to the least senior qualified employee**. ~~divided equally among the other qualified employees. Notification of shift change shall be given to the employee at the earliest possible time.~~

6.05 Hours Free From Work

~~An~~ The Employer must ensure that each employee has at least eleven (11) consecutive hours free from work between each shift worked, **or pay the employee time and one-half times (1 1/2X) their regular rate of pay for each hour worked in that eleven (11) hour period.**

7.02 When relieving in a higher position for a minimum of one (1) hour during any shift, the employee shall receive the higher rate of pay for all hours worked while in the higher position ~~or a minimum of four (4) hours at the higher rate, whichever is greater.~~

7.03 ~~Report Card Preparation~~ Lesson Preparation

Time will be scheduled for preparation of lesson plans and administrative tasks relative to instruction of Leadership Courses. The amount of time will be agreed upon between the Manager Supervisor and Instructor.

Each employee will receive a minimum of one-half (1/2) hour or 10 minutes paid time for each evaluated student in a set of Red Cross Swimming Classes for administration time, whichever is greater. Instructors will receive fifteen (15) minutes pay for preparation time for each instruction period.

7.04 **A maintenance/custodian and Pool Operator employee who works:**

- a) **Monday through Friday between the hours of 5:00 am and 5:00 pm shall not receive a shift differential payment.**
- b) **Monday through Friday between the hours of 5:00 pm and 12 midnight shall be paid a shift differential of sixty cents (\$.60) for each of those hours worked in addition to their appropriate hourly rate of pay.**
- c) **Any day, including Saturdays and Sundays between the hours of 12 midnight and 5:00 am a shall be paid a shift differential of one dollar (\$1.00) for each of those hours worked in addition to their appropriate hourly rate of pay.**

d) **On a Saturday and/or Sunday between the hours of 5:00 am and 12 midnight shall be paid a shift differential of sixty cents (\$.60) for each of those hours worked in addition to their appropriate hourly rate of pay.**

8.03 An employee reporting to the Management Supervisor ready for work at the start of his shift shall be paid **the lesser of, his regular shift or for four (4) hours** at his regular rate of pay if sent home by the Management Supervisor.

8.05 Any employee required to work more than two (2) consecutive hours beyond his regular shift in any day shall be entitled to a lunch not to exceed the sum of ~~Nine (\$9.00) Dollars~~ **twelve dollars and fifty cents (\$12.50)** paid by the Employer, and the employee shall be entitled to an additional meal allowance for each additional five (5) consecutive hours of overtime worked.

8.09 c) The accumulation of time may be taken by mutual agreement between the employee and Employer and must be taken and cleared by ~~October 1st~~ **December 31st**.

11.05 Dental Plan

a) The Employer shall pay eighty percent (80%) and the regular employee shall pay twenty percent (20%) of the premium cost for single or family coverage, as applicable, under a mutually approved dental plan for regular employees who have completed three (3) months continuous employment.

b) The sharing of the cost of services received under the dental plan between the Plan and the regular employee shall be as follows:

Plan A: Normal teeth work 100% paid by Plan

Plan B: Crowns/Bridges ~~60%~~ **70%** paid by Plan

Dentures 100% paid by Plan

Plan C: Orthodontics 60% paid by Plan \$2000.00 maximum

11.06 Optical Plan

In addition to the Extended Health Benefit Plan referred to in Article 11.04, an Optical Plan shall be provided for regular employees after three (3) months continuous employment at a level of Three Hundred (\$300.00) Dollars every two years, and the premium cost shall be **100% paid by** ~~shared equally by the Employer and the employee~~

11.08 Weekly Indemnity & Long-Term Disability

The Employer shall ~~pay the full cost of the premiums for~~ **provide** the following plans for all regular employees who have completed three (3) months continuous employment:

a) **Weekly Indemnity (Employer pays premium)**

A taxable benefit of sixty-seven (67%) percent of **gross** weekly earnings to a maximum benefit of seven hundred (\$700.00) dollars per week for up to seventeen (17) weeks following the waiting periods of:

Accident: zero (0) days
Sickness: three (3) consecutive normal working days, and

- b) Long Term Disability (**Employee pays premium**)
- i) A ~~taxable~~ **tax-free** benefit of sixty-seven (67%) percent of **gross** monthly earnings to a maximum of three thousand (\$3,000.00) dollars after an elimination period of one hundred and nineteen (119) days. This benefit is payable to age sixty-five (65) and is reduced by any benefits received from Workers' Compensation Board and Canada Pension Plan.
 - ii) **The Employer will pay to the employee a health allowance equal to the premiums paid by the employee for the LTD plan.**

11.10 Sick Leave

- a) Upon completion of three (3) months service, regular employees who, while absent from work due to short term illness of self or a family member, will be granted in each calendar year a maximum of ~~six (6)~~ **eight (8)** non-accumulative days with pay.
- b) A regular part-time employee shall earn sick leave and be entitled to sick leave at a rate calculated on the basis of the number of hours worked in relation to the regularly scheduled hours worked for a full-time employee of the same classification.
- c) Employees on approved sick leave shall be responsible for the employees' share of benefit premiums. After a six (6) months absence for sickness the employee shall be responsible for the full cost of employee benefit.

11.13 Care of Family Members

Subject to (a), (b) and (c) below, and providing the necessary sick leave credits are available, sick leave may be granted when an employee's absence is required to care for, or to make arrangements for the care of, a family member who is ill.

- a) For purposes of this Article "family member" shall mean the employee's spouse, common-law spouse, ~~or child~~ **or step child**, and the following relatives of the employee who normally reside in the employee's household or with whom the employee normally resides: parents, brother, sister, mother-in-law, father-in-law, and grandparent.
- b) In no case shall sick leave granted under this Article exceed ~~six (6)~~ **eight (8)** working days in any calendar year.
- c) The Employer may require a report from a qualified medical practitioner should any doubt exist as to the legitimacy of an application for sick leave under this Article.

12.01 Notwithstanding anything in this Agreement, it is hereby agreed that each employee is hired on probation, the probationary period to continue for ~~ninety~~

~~(90) calendar~~ **sixty (60) working** days, during which time ~~he shall be considered a temporary worker only~~ **the employee will receive a percentage in lieu of benefits in accordance with the terms of the Collective Agreement**, and during this period, no seniority rights shall be recognized. Upon completion of the ~~ninety (90) calendar days continuous service~~ **probationary period**, the employee shall then be entitled to seniority dating from the day on which he commenced employment with the Employer.

12.08

Seniority List

- a) At least once each year the Employer shall provide the Union with current seniority lists covering all employees in the bargaining unit and such list shall include the name of the employee, the date of the employee's last entry into the bargaining unit, and the accumulative total of accrued seniority in hours for each employee.
- b) ~~At the request of any employee, the Employer shall provide that employee with information relative to his seniority. At the request of an officer of the Union, the Employer shall provide information with respect to the seniority of any employee or group of employees in the bargaining unit.~~

12.09

The Employer will keep a record showing the date upon which each employee's service commenced and terminated, and any employee may request information from the ~~Aquatic and Fitness Director~~ **Employer** relative to his own seniority. On request, the President or the Union Steward will be supplied with the necessary information relative to the seniority and the base rate of any employee or group of employees.

13.05

- a) A Health and Safety Committee shall be established, with ~~one (1)~~ **two (2)** member representing the Employer and two (2) members representing the Union. The Committee shall meet monthly for the purpose of considering, reviewing, and inspecting health and safety conditions and practices in the workplace.

13.08

Class size will be determined by the ~~Management Supervisor in consultation with Swim Instructor as well as a Shop Steward~~ **Red Cross Class standards.**

14.02

Notification to Union of Disciplinary Action

The Employer shall notify the Union in writing of all ~~dismissals, suspensions, and written warnings, immediately when the~~ disciplinary actions is taken.

14.03

Discipline Procedure

The following procedures shall apply:

Level 1 - 1st Offence

- a) If not itself serious enough to warrant suspension or discharge, the employee may be given an oral reprimand by their immediate Management Supervisor and advised that another offence may result in a written warning.
- b) The oral reprimand follows discussion of the problem with the employee. Oral reprimand is an important step in the disciplinary process because it is at this point that cause for further action can be prevented or if cause

persists, it provides the foundation for further action. The oral reprimand normally takes the form of verbal warning to caution the employee of what is expected and what further action may be taken if the matter is not resolved. A written report of the oral reprimand will be placed in the employee's personnel record. The employee will be requested to sign or initial an acknowledgement of receipt of the reprimand.

Level 2 - 2nd Offence

- a) If not itself serious enough to warrant suspension or discharge an employee will be given a written warning by their immediate Management Supervisor and advised that another offence ~~will~~ **may** result in suspension **or another related offence will result in a suspension.**
- b) The written reprimand is normally applied in circumstance where the employee has failed to respond to an oral reprimand. However, where a first offence is sufficiently serious, a written reprimand may be applied in the first instance. The written reprimand may contain a warning in respect of future reoccurrence. A written reprimand shall be documented in a report to the ~~Aquatic and Fitness Director~~ **Manager of Community Services.**
- c) A copy of the written warning, to include a clear statement of what is expected and the consequence of further transgressions, will be hand delivered to the employee and a copy forwarded to the ~~Aquatic and Fitness Director~~ **Manager of Community Services**, and a copy to the Union ~~unless the employee indicates otherwise.~~ A copy will be placed on the employee's personnel file. The employee will be requested to sign or initial an acknowledgement of receipt of the written reprimand.

Level 3 - 3rd Offence

- a) If not in itself serious enough to warrant discharge an employee will be given one (1) day suspension without pay by the ~~Aquatic and Fitness Director~~ **Manager of Community Services** and warned that another offence ~~will~~ **may** result in discharge **or another related offence will result in discharge.**
- b) Written notice of suspension or other disciplinary action requires authorization by the Regional District Administrator. The written notice of discipline is used to indicate the application of discipline, the reasons for discipline and the actions that have been taken to modify the behaviour by the Management Supervisor. These factors as well as other relevant matters will be included in the notification report to the employee, and Regional District Administrator, with a copy to the Union ~~unless the employee indicates otherwise.~~ The Employee will be interviewed and the report will ~~include~~ **include** be the documentation of the interview **and any investigation that was done by the Employer.**
- c) **Written notice of suspension shall specify documented incidences of discipline that remain on the employee's file and must contain notice of warning to the employee, that the next incident may be considered a culminating incident and dismissal may result. Incidences of discipline that can be included in support of a culminating incident are limited to only those incidents that remain on the employees file.**
- d) The report on the suspension of an employee shall be placed in the employee's personnel file. In addition to verbally informing the employee of a

suspension, he shall be informed in writing, with a copy to the Union stating of what is expected and the consequences of further transgressions.

Level 4 - Final Offence

- a) An employee will be discharged by the Regional District Administrator.
- b) Dismissal may result from a lack of response by an employee to correct a form of ~~discipline~~ **behaviour** or, an initial offence if such offence is of a serious nature and/or a culminating incident which in itself would not normally result in dismissal but in consideration of other documented problems with the employee justifies dismissal. ~~The documentation of the incident prior to such culminating incident, shall specify all previous documented incidences of discipline and must contain notice of warning to the employee, that the next incident will be considered a culminating incident and dismissal will result.~~
- c) When it becomes necessary to discharge an employee they shall be given a termination slip indicating the reason for the discharge with a copy to the Union ~~unless the employee indicates otherwise.~~

14.05

Personnel Records

- a) Letters of reprimand **and discipline** shall be removed from the employee's file provided there has been a period of twenty-four (24) months without further disciplinary letters being added to the file. **No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing.**
- b) **An employee shall have the right, after giving reasonable notice, to have access to and review his personnel records in the presence of the responsible management person. Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record.**

15.03

Step 2

The employee or employees concerned, with the Union steward or officer in attendance, shall meet with the ~~Aquatic and Fitness Director~~ **next level of Management Supervisor** and shall submit the grievance, in writing. Failing to reach a satisfactory settlement of the grievance within two (2) working days after submission to the ~~Aquatic and Fitness Director~~, the grievance may be submitted to Step 3.

New Clause
17.04

- d) **If the employer calls a meeting, the employees in attendance, not on shift, will be paid, at the straight time rate, a minimum of two (2) hours or the time spent at the meeting, whichever is greater.**

SCHEDULE A

CLASSIFICATION	CURRENT
Lifeguard	\$14.86
Swim Instructor	\$15.39
Aqua Instructor (Special Program)	\$16.05
Lifeguard Supervisor I	\$16.00
Lifeguard Supervisor II	\$18.72
Casual Cashier/Cashier I Clerk 1	\$11.88-14.86
Part-time Cashier/Cashier II Clerk 2	\$14.86-15.42
Head Cashier/Cashier III	\$18.66
Maintenance/Custodian	\$16.24
Pool Operator	NEW \$21.50 Aug. 1/06
Child minder	\$13.02

Note: *not adjusted by 2% effective March 1, 2002 but by amounts indicated:

~~Aqua Instructor hold~~ should be similar rate to Swim Instructor

~~Head Cashier/Lifeguard III adjusted in 2002~~ \$1.43

~~Supervisor II adjusted in 2002~~ \$2.55

July 1, 2001 adjustments for Swim Instructor and Maintenance/Custodian

Red Circled Employees:

All employees that have a higher wage rate at signing of this Agreement will remain at their current wage rate until the classification rate catches up.

In the absence of Aquatic and Fitness Director or Aquatic Supervisor there shall be a Lifeguard Supervisor.

Ward Baker be classified as a Pool Operator effective August 1, 2006.

Present Cashier 1 classification is deleted.

Present Cashier 2 classification will be reclassified as Clerk 1.

A new Clerk 2 classification will be a relief position for Cashier 3.

- Relief will be defined as a period of two weeks. If the period of time extends beyond the two-week period or is scheduled to extend beyond the two-week period the rate of pay for the entire period will be at the Cashier 3 rate.

Letter of Understanding #1

Renew

**Letter of Understanding #2 - RE: Joe Richichi – BENEFIT ENTITLEMENT
Renew**

New Letter of Understanding #3 - RE: Job Descriptions

The employer agrees prior to September 1, 2007 to provide the union, job descriptions updated to reflect the current positions. Any changes to job descriptions or the creation of new job descriptions will be dealt with as per article 18.11.

New Letter of Understanding #4

Special Program Teaching Premiums:

**Aquafit Class - \$1.20/hour, minimum of one (1) hours pay effective upon ratification.
W.S.I., First Aid and N.L.S. Courses - \$1.50/hour, minimum of one (1) hours pay, effective upon ratification.**

For those employees covered by LOU #5 will receive the following:

**Aquafit Class - \$.45/hour, minimum of one (1) hours pay effective upon ratification.
W.S.I., First Aid and N.L.S. Courses - \$.75/hour, minimum of one (1) hours pay, effective upon ratification.**

New Letter of Understanding #5

Recognition of the performance of "Extra Duties" for Bronwen Wetter, Kristine Rye and Ann Remnant

Premium \$.75 retroactive to August 1, 2006

New Letter of Understanding #6

Child minder Supervisor Pat Dalgleish will receive the same general wage increase as other employees. Upon her retirement the position will be eliminated.

Signed on behalf of:

**REGIONAL DISTRICT
OF CENTRAL KOOTENAY**

J. Chiu

Ann [unclear]

Signed on behalf of:

**CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 2262**

[Signature]

Bob Wallace

B. Wetter

Diane Langille
David Baker

Dated this 11, of October, 2006.