

COLLECTIVE AGREEMENT

between the

**OKANAGAN MAINLINE MUNICIPAL LABOUR
RELATIONS ASSOCIATION (OMMLRA)**

on behalf of the

**REGIONAL DISTRICT OF
OKANAGAN SIMILKAMEEN (RDOS)**

and the

**B.C. GOVERNMENT AND SERVICE
EMPLOYEES' UNION (BCGEU)**

Effective from January 1, 2006 to December 31, 2009

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DEFINITIONS

For the purposes of this Agreement:

- (1) "*Bargaining Unit*" is the unit for collective bargaining described in the certification for which the B.C. Government and Service Employees' Union was certified by the Labour Relations Board of British Columbia on October 21, 1997.
- (2) "*Employee*" means a member of the bargaining unit and includes:
 - (a) "*Regular employee*" meaning an employee who has completed the probation period and who is employed for work which is of a continuous full-time nature;
 - (b) "*Part-time employee*" meaning an employee who is employed for work that is not full-time;
 - (c) "*Temporary employee*" meaning an employee who is employed for work which is not of a continuous nature such as:
 - (i) seasonal positions;
 - (ii) positions created to carry out special projects or work which is not continuous and which may be for a specific period of time due to absence of an employee through illness, accident, vacation, approved leave of absence, or extra workload.
- (3) "*Employer*" means the Regional District of Okanagan Similkameen.
- (4) "*Union*" means the B.C. Government and Service Employees' Union.

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

- (a) The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.
- (b) The parties to this Agreement share a desire to improve the quality of the service of the Regional District of Okanagan Similkameen. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels of the service in which members of the bargaining unit are employed.

1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provisions of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement.

1.3 Use of Terms

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

1.4 Discrimination and Harassment

- (a) There shall be no discrimination, interference, restriction or coercion with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline,

discharge or otherwise by reason of race, creed, age, colour, national origin, political or religious affiliation, place of residence, sex or marital status, nor by reason of his membership or non membership in a trade union.

(b) All employees have the right to work without sexual harassment. Any complaint alleging sexual harassment will be dealt with in the Grievance Procedure and will commence at Step 2 as outlined in Article 8.

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Agent or Recognition

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees to whom the certification issued by the Labour Relations Board on October 21, 1997 applies.

2.2 Correspondence

The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this Agreement shall be sent to the President of the Union or his designate.

2.3 No Other Agreement

No employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which may conflict with the terms of this Agreement.

2.4 Recognition and Rights of Stewards

The Employer recognizes the Union's right to select stewards to represent employees. The Employer and the Union will agree on the number of stewards. The Union agrees to provide the Employer with a list of the employees designated as stewards. A steward shall obtain the permission of his immediate supervisor before leaving his work to perform his duties as a steward. Leave for this purpose shall be with pay. Such permission shall not be unreasonably withheld. On resuming his normal duties, the steward shall notify his supervisor. Duties of the stewards shall include:

- (a) investigation of complaints of an urgent nature;
- (b) investigation of grievances and assisting any employee who the steward represents in presenting a grievance in accordance with the grievance procedure;
- (c) supervision of ballot boxes and other related functions during ratification votes;
- (d) attending meetings at the request of the Employer.

2.5 Time Off for Union Business

Without Pay – Leave of Absence without pay and without loss of seniority may, subject to operational requirements, be granted:

- (a) to an elected or appointed representative of the Union to attend conventions or other bona fide meetings or functions of the Union and any trade union body to which the Union is affiliated;
- (b) for employees who are representatives of the Union on the bargaining committee to attend meetings of the bargaining committee;
- (c) to employees who are representatives of the Union on the Union Bargaining Committee to leave their employment to carry on negotiations with the Employer; and

(d) to employees called to appear as witnesses before an arbitration board dealing with a matter between the parties to this Agreement.

The Employer agrees that any of the above leaves of absence shall not unreasonably withheld.

2.6 Bulletin Boards

Union notices may be posted on designated bulletin boards.

2.7 Right to Refuse to Cross Picket Lines

An employee shall not be required to cross a legal picket line in a dispute, as defined by the *Labour Code of British Columbia*, in order to carry out the Employer's business. Failure to cross such a picket line shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

2.8 Bargaining Unit Work

Excluded personnel shall not perform bargaining unit work on a regular or continuous basis.

ARTICLE 3 - UNION SECURITY

All employees shall, as a condition of continued employment, become members of the Union and maintain such membership, within 30 days as an employee.

ARTICLE 4 - CHECK-OFF OF UNION DUES

4.1 Membership Dues

Employees shall be required to pay regular monthly dues to the Union as a condition of employment and the Employer shall collect such dues through payroll deduction and remit to the Union monthly.

4.2 Authorization to Deduct from Pay

Employees shall, as a condition of continued employment, complete an authorization form providing for the deduction from the employee's monthly wages or salary the amount of the regular monthly dues payable to the Union by a member of the Union.

ARTICLE 5 - EMPLOYER & UNION SHALL ACQUAINT NEW EMPLOYEES

The Employer agrees to advise new employees that a collective agreement is in effect and to review the articles dealing with Union Security and Dues Check-Off. A new employee shall be advised of the name of the Bargaining Unit Chairperson, who will provide the employee with a copy of the collective agreement.

ARTICLE 6 - EMPLOYER'S RIGHTS

The Union agrees that the management and control of the Employer's business and the direction and control of the Employer's workforce are vested exclusively in the Employer, subject only to the limitations imposed upon the Employer by the provisions of this Agreement. The Union further recognizes and agrees that the Employer retains all the customary rights, responsibilities, functions and prerogatives of management, except as expressly modified or restricted by a specific provision of this Agreement.

ARTICLE 7 - EMPLOYER/UNION RELATIONS

7.1 Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer or the Association without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers, union stewards, and authorized committee members. Similarly, the Employer and/or the Association will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

7.2 Union Bargaining Committee

A union bargaining committee shall not exceed three members of the bargaining unit. The Committee may also include the staff of the Union.

7.3 Union Representatives

The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settling of a grievance.

ARTICLE 8 - GRIEVANCES

8.1 Grievance Procedure

The union steward shall be permitted time off to handle grievances without loss of pay, provided he has first sought and obtained permission from his immediate supervisor to absent himself from his regular duties for that purpose, which permission shall not be unreasonably withheld.

8.2 Definition of Grievance

"*Grievance*" means any difference between the persons bound by this Agreement concerning its interpretation, application, operation or any alleged violation thereof, including any question as to whether any matter is arbitrable, and shall also mean any difference arising from disciplinary action or relating to employment where it is alleged that the Employer has acted unjustly. "*Party*", as used in Articles 8 and 9 of this Agreement, shall mean the Union and it shall also mean the Employer. All grievances shall be finally and conclusively settled in the manner set out in this article without slowdown or stoppage of work.

8.3 Step 1

The employee concerned, in person with his union steward in attendance, shall first seek to settle the grievance with the immediate supervisor or person holding an equivalent position within 21 days from the time the grievance became known to the employee or, in the case of a policy grievance, the Union.

8.4 Step 2

If a satisfactory settlement is not reached, the grievance shall be submitted, in writing, to the Administrator within three working days after a grievance was first discussed under Step 1.

Within five working days of the grievance being submitted at Step 2, the Employer's grievance committee will meet with the aggrieved employee, the union staff representative and any necessary witnesses in an effort to resolve the grievance.

At the grievance meeting, both parties shall present and hear all of the known evidence and facts related to the dispute. Both parties commit to bringing forward all known evidence and facts of the case and not to withhold any known evidence or facts, in the best interests of resolving the dispute to the benefit of the parties and the grievor.

Should the dispute remain unresolved following this meeting, the parties shall be restricted to using only that evidence and those facts relied upon at the grievance meetings in any arbitration proceedings.

Following the grievance meeting, if either party becomes aware of any relevant or pertinent evidence or facts related to the dispute which were unknown at the time of the grievance meeting, that party shall be obligated to immediately inform the other party of the new information.

Failure to provide such information to the other party prior to any arbitration proceeding into the dispute shall disqualify that party from relying on such new information at any arbitration proceeding into that dispute.

8.5 Time Limit to Reply to Step 2

The Employer shall advise the Union of its decision within 10 days following the Step 2 grievance meeting. The Union shall notify the Employer within 15 days after receiving the Employer's Step 2 response or within 15 days after the Employer's decision was due, if it intends to proceed to arbitration and shall name its nominee to the arbitration panel.

8.6 Failure to Act

In the event that the Union does not present the grievance to the next level within the prescribed time limits, including referral to arbitration, the grievance shall be deemed to be abandoned and all rights to the grievance procedure at an end.

8.7 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where the Employer or Union has a grievance, Step 1 of this article may be bypassed.

In the case of an employer's grievance the provisions of Step 2 shall be changed to require a meeting between the Administrator and the staff representative of the Union with a view to seeking a settlement. If a satisfactory settlement is not reached within 10 days the Employer may refer the dispute to arbitration.

8.8 Administrative Provisions

- (a) All replies to grievances shall be in writing at all stages following Step 1.
- (b) The Employer shall supply the necessary facilities for the grievance meetings.
- (c) Except for the time limit for referral to Step 2 of the grievance procedure, time limits mentioned in Article 8 and Article 9 refer to clear calendar days and may only be extended by written mutual agreement of the parties.

8.9 Deviation from Grievance Procedure

- (a) The Employer agrees that after a grievance has been initiated at Step 1, no discussion will be entered into respecting the grievance, with the aggrieved employee, without the consent of the Union.

(b) In the event that, after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through another channel, the Union agrees the grievance will be considered abandoned.

ARTICLE 9 - ARBITRATION

9.1 Arbitration

(a) The Employer shall appoint one member to this Board and the Union shall appoint one member to this Board, and these two appointees shall agree upon a chairman. In the event that these two appointees cannot agree upon a chairman, the Minister of Labour shall appoint a chairman.

(b) Notwithstanding the foregoing, the parties may mutually agree to the use of a single arbitrator, who will be governed by the provisions of this article. Failing to agree on a single arbitrator, the provisions of the three person Board will apply.

9.2 Decision of the Arbitrator

(a) The Board of Arbitration appointed in accordance with this article shall be governed by the provisions of the Agreement, and shall not have the right to add to, delete from, to change or make any decision contrary to the provisions of this Agreement. The decision of the Board of Arbitration shall be final and binding on both parties. Except as otherwise provided in this Agreement, no Board of Arbitration may award retroactively beyond 26 days preceding the date of the written grievance.

(b) The Board of Arbitration shall hear the grievance within a 14 day period from the appointment of the Chairman and shall render its decision within 30 days following arbitration.

9.3 Costs

The parties shall jointly bear the costs of the Chairman of the Board of Arbitration. Each of the parties shall bear the expenses of their appointee and the witnesses called by it. No costs of arbitration shall be awarded to, or against, either party. Arbitration procedures shall be expedited by the parties.

ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

10.1 Dismissal

An employee may be suspended or dismissed for just cause. Such employee and the Union shall be advised in writing, within 24 hours, of the reason for such dismissal or suspension.

10.2 Dismissal or Suspension Grievance

A claim by an employee that he has been discharged or suspended for other than just and proper cause shall be treated as a special grievance and may be submitted directly to Step 2 of Article 8.

10.3 Personnel File

An employee shall be entitled to review the employee's personnel file, both paper and, if applicable, electronic, in the office in which the file is normally kept. The employee shall give the Employer adequate notice prior to having access to such file.

10.4 Right to Have Steward Present

(a) An employee shall have the right to have his steward present at any discussion with supervisory personnel which the employee has been advised might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort

to notify the employee in advance of the purpose of the interview in order that the employee may contact his steward, providing that this does not result in an undue delay of the appropriate action being taken.

(b) A steward shall have the right to consult with, and have a staff representative of the Union present, at any discussion with supervisory personnel which the steward has been advised might be the basis of disciplinary action against the steward providing that this does not result in an undue delay of the appropriate action being taken.

ARTICLE 11 - SENIORITY

11.1 Seniority Defined

Seniority is an employee's length of service as a regular employee with the Employer.

11.2 Seniority List

The Employer shall forward an updated seniority list to the Bargaining Unit Chairperson, on or before the first day of April each year.

11.3 Seniority for New Employees

(a) Newly hired employees shall be on probation for a period of 60 worked days from the date of hire and shall acquire no seniority during this period of service. Upon completion of the probation period, a new employee's seniority shall be calculated from the date the employee commenced full-time employment. The employment of a probationary employee may be terminated for any reason during the probation period.

(b) None of the provisions of this Agreement, except Article 21.7 – Payment in Lieu of Benefits, wage rates, Article 4 – Check Off of Union Dues and access to the grievance procedure, shall apply to "part-time" and "temporary" employees.

11.4 Loss of Seniority

(a) Except as otherwise provided in this Agreement, an employee on leave of absence without pay shall not accrue seniority for leave periods over 20 working days. Upon returning, the employee shall be placed in their former position or a position paying an equivalent salary.

(b) An employee shall lose his seniority as an employee in the event that:

- (1) he is discharged for just cause;
- (2) he voluntarily terminates his employment;
- (3) he is on layoff for more than one year;
- (4) he fails to report for duty for three consecutive working days without approval unless it was not reasonably possible to contact the Employer to request such approval;
- (5) after a layoff, except for certified medical reasons, he fails to return to work on the date he was notified to do so. It shall be the responsibility of the employee to keep the Employer informed of his current address and phone number.

When an employee loses his seniority, his right to continue employment shall cease.

11.5 Re-employment

In the event of re-employment, such person shall start as a new employee and his right to seniority and other benefits based upon his length of service with the Employer shall be calculated from his date of re-employment.

ARTICLE 12 - SERVICE CAREER POLICY

12.1 Posting

- (a) All positions within the bargaining unit that are vacant and that the Employer intends to fill, or all new positions that are to be filled shall be posted on the bulletin board for a period of not less than five working days prior to the closing date. Such postings shall contain the classification and salary range.
- (b) The Employer may fill a temporary position which is required for a specific period of time due to absence of an employee through illness, accident, vacation, approved leave of absence, or extra workload, without posting.

12.2 Role of Seniority on Promotions and Transfers

Appointments shall be made by the Employer. In the event of a promotion or transfer, where all other factors are equal, including qualifications, skill, knowledge and the ability to efficiently fulfil the job requirements, seniority shall be the determining factor.

12.3 Letter of Preference

An employee would be considered for an anticipated job posting if he indicates his intent to apply for that job, in writing, to the Human Resources Manager, prior to going on vacation or leave of absence.

12.4 Trial Period on Promotions and Transfers

In the case of promotions or transfers, a successful applicant shall be placed on trial for a period of 60 worked days. Conditional on satisfactory completion of the trial period, the appointment shall be confirmed. In the event the successful applicant proves unsatisfactory in the position during the trial period or if the employee is unable to perform the duties of the new job classification, the employee shall be returned to the former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to the former position, wage or salary rate, without loss of seniority.

12.5 Disabled, Injured or Older Worker

Employees who have given long and faithful service to the Employer and who have become unable to handle their regular jobs, or employees who are partially disabled through sickness or accident, will be given preference for work that is suitable and available.

ARTICLE 13 - LAYOFF AND RECALL

13.1 Layoff Provisions

In the event of a layoff, employees shall be laid off in the reverse order of their seniority, by classification, by department. An employee about to be laid off may bump an employee with less seniority, in an equal or lower paid classification, provided the employee retained has the required skill, ability, knowledge and qualifications to do the work. A junior employee may be retained, to complete a job in progress. In this case, the retaining of his service for a period not exceeding 10 working days shall not be considered a violation of the Agreement.

13.2 Recall Provisions

Prior to any recall from layoff, employees who have exercised their right to bump to an equal or lower paid classification shall be returned to their regular classification provided that no more than 12 months have elapsed since the initial bump. Employees, with recall rights, shall be recalled to work to an equal or lower paid classification, on the basis of their seniority, provided that the employee recalled has the required skill, ability, knowledge and qualifications to do the work. When emergent or short term work of less than 10 working days occurs, the Employer may recall employees out of order of seniority.

13.3 Notice of Layoff

Any employee who has completed the probationary period from initial employee shall be given five working days notice of layoff. The requirement to provide five working days notice of layoff shall not apply in the event of a temporary suspension of work due to inclement weather or other emergency conditions beyond the control of the Employer.

13.4 Severance Pay

Within 15 working days of receipt of notice of layoff an employee must notify the Administrator that he/she elects:

- (a) to be placed on a recall list following layoff, or;
- (b) subject to the Employer's concurrence, to resign with severance pay, as per Part 8 of the *Employment Standards Act*.

13.5 Departments

For the purpose of layoff and recall, there shall be no bumping between Inside and Outside Classifications. The District's Departments are Legislative Services, Planning, Finance, Building Inspection and Public Works.

ARTICLE 14 - HOURS OF WORK

14.1 Hours of Work

- (a) The Employer shall determine when various services are to be provided, the hours of operation of all services and facilities, the classification of positions and the numbers of employees required to provide the services.
- (b) *"Inside" Employees*

The basic workdays shall consist of a scheduled period of seven hours of work. The basic workday shall not generally commence before 6:00 a.m. or finish later than 5:00 p.m. No seven hour day for *"inside"* employees shall be spread over a period longer than eight hours, including not more than one hour off for lunch. The basic workweek shall consist of five consecutive days.

- (c) *"Outside" Employees*

The basic workday shall consist of a scheduled period of eight hours of work. The basic workday shall not generally commence before 6:00 a.m. or finish later than 5:00 p.m. No eight hour day for *"outside"* employees shall be spread over a period longer than nine hours, including not more than one hour off for lunch. The basic workweek shall consist of five consecutive days.

(d) Where practical, employees shall be given the opportunity to rotate through the shift variations for their classification, when there is more than one established shift schedule.

(e) In order to provide effective services, it is recognized that work schedules that differ from the basic workday/week, described in 14.1(b) and (c) above, are necessary. The Employer can implement new work schedules as required provided the Employer gives the Union 14 days notice prior to implementation. The Union agrees to waive the 14 day notice period in a situation where the Employer demonstrates an urgent requirement for change.

If the Union disputes implementation of the new schedule, it may refer the issue to a Labour Management meeting. If the dispute is not resolved at Labour Management, it shall be referred to an umpire for final and binding resolution within 14 days. The Umpire shall approve the new work schedule if it will result in a cost or efficiency saving or a service improvement or is being implemented to meet other bona fide operational requirements. A decision of the Umpire to reject the proposed new work schedule must not be retroactive such that no premium pay is to be awarded or paid to employees who worked on the schedule during the interim period.

(f) Variations to the start and quit times may be requested by an employee(s) and may be mutually agreed upon between the employee and supervisor with a steward present.

14.2 Rest Periods

All employees shall have two 15 minute rest periods in each work period in excess of six hours, one rest period to be granted before and one after the meal period. Rest periods shall begin no earlier than one hour after the commencement of work and no later than one hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the employee.

14.3 Standby

If an employee is required to be on standby at a time or times other than his normal working hours, he shall be paid a premium for each day he is on standby, as follows:

(a) two hours pay at his regular rate of pay for each normal workday on which the employee was on standby and also worked his regular shift.

(b) two hours pay at his regular rate of pay for each day of rest or statutory holiday on which the employee was on standby.

No standby payment shall be made if an employee is unable to be contacted or to report for duty when required.

14.4 Meal Periods

(a) Meal period shall not be less than one-half hour, or exceed one hour.

(b) An employee shall be entitled to take his/her meal period away from the workstation. Where this cannot be done, as a result of direction from the Employer, the meal period shall be considered as time worked.

14.5 Minimum Daily Hours

An employee is entitled to be paid for a minimum of four hours at the regular wage, if the employee starts work unless the work is suspended for a reason completely beyond the Employer's control, including unsuitable weather conditions.

ARTICLE 15 - OVERTIME

15.1 Authorization and Application of Overtime

- (a) An employee who is required to work overtime shall be entitled to overtime compensation when:
- (1) the overtime worked is authorized in advance by the Employer; and
 - (2) the employee does not control the duration of the overtime worked.
- (b) Notwithstanding the foregoing, the Employer and the Union recognize that the nature of the work carried out by persons in some classifications is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime worked.

15.2 Overtime Compensation

Overtime worked shall be compensated at the following rates:

- (a) time and one-half for the first two hours of overtime on a regularly scheduled workday; and
- (b) double-time for hours worked in excess of the two hours referred to in (a) above;
- (c) double-time for all hours worked on a day of rest.

The compensation of overtime in (a) and (b) is to be on a daily basis and not cumulative.

15.3 Overtime Entitlement

Overtime shall be compensated in 15 minute increments, however, employees shall not be entitled to any compensation for periods of overtime of less than 15 minutes per day.

15.4 Overtime Pay Option

Subject to the Employer's operational requirements, employees may consider paid time off, in lieu of worked overtime, to an annual maximum of 70 hours for Inside Classifications or 80 hours for Outside Classifications. Time off will only be taken upon mutual agreement between the employee and his/her supervisor, provided that any unused banked time will be paid out once yearly at a time to be determined by the Employer. Paid time off shall be provided at the same rate as the applicable overtime rates.

15.5 Travel

Time spent by an employee travelling directly to a work location, or returning directly to his residence, to perform his regular assigned duties, outside his regular hours, shall be compensated at the applicable overtime rates for all hours travelled.

15.6 Callout Compensation

- (a) An employee who is called back to work outside his regular working hours shall be compensated for a minimum of two hours at double-time rates.
- (b) Time spent by an employee travelling directly to work or returning directly to his residence, before and after callout, shall not constitute time worked but shall be compensated at the overtime rate.

15.7 Callout Time which Abuts the Succeeding Shift

- (a) If the callout is for two hours or less, the employee will be required to work the callout period and the whole of the abutting shift. In this case, compensation shall be double-time rates for the callout period and straight-time rate for the regular shift.
- (b) For the purpose of (a) above, it is agreed that "callout" means that the employee has been called out without prior notice.

ARTICLE 16 - PAID HOLIDAYS

16.1 Paid Holidays

The Employer will observe the following as paid statutory holidays:

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

and any other day declared or proclaimed a statutory or public holiday by the Employer or by the Province of British Columbia or the Government of Canada.

16.2 Holiday Falling on a Non-Working Day

- (a) For an employee whose workweek is from Monday to Friday, and when any of the above noted holidays falls on a Saturday or Sunday, the Employer may declare that either the preceding Friday or the following Monday or Tuesday be observed in lieu of that holiday.
- (b) Should a statutory or public holiday be observed on a day that is a non-working day for an employee, such employee shall be given a holiday with pay at some other time not later than his next annual vacation.

16.3 Holiday Falling on a Scheduled Workday

An employee who works on a statutory holiday shall be compensated at the rate of double-time for hours worked, plus a day off in lieu of the holiday. The scheduling of the lieu day shall be by mutual agreement.

16.4 Holiday Coinciding with a Day of Vacation

Where an employee is on vacation leave and a day of paid holiday falls within that period, the paid holiday shall not count as a day of vacation.

16.5 Paid Holiday Leave

Payment for holidays will be made at an employee's basic pay. No employee shall receive holiday pay for a statutory or public holiday unless he has been continuously employed for a period of 30 calendar days immediately preceding the holiday. Except if he is on vacation, or that his absence is due to illness or injury paid by the Employer, to be entitled to the holiday allowance, an employee must work throughout his last scheduled working day immediately preceding the paid holiday and his first scheduled working day immediately following the paid holiday.

ARTICLE 17 - ANNUAL VACATIONS

17.1 Annual Vacation Entitlement

- (a) Full-time employees who have completed one year of service shall be entitled to three weeks annual vacation. Commencing from the first day of employment, and continuing up to the date of the employee's sixth anniversary of service, vacation credits shall accumulate at a rate of 4.02 hours (Inside Classifications) or 4.60 hours (Outside Classifications) for every full biweekly pay period worked.

(b) Full-time employees who have completed six years of service shall be entitled to four weeks annual vacation. Following the sixth anniversary of service and continuing up to the date of the employee's 14th anniversary of service, vacation credits shall accumulate at a rate of 5.37 hours (Inside Classifications) or 6.13 hours (Outside Classifications) for every full biweekly pay period worked.

(c) Full-time employees who have completed 14 years of service shall be entitled to five weeks annual vacation. Following the 14th anniversary of service and continuing up to the date of the employee's 24th anniversary of service, vacation credits shall accumulate at a rate of 6.71 hours (Inside Classifications) or 7.66 hours (Outside Classifications) for every full biweekly pay period worked.

(d) Full-time employees who have completed 24 years of service shall be entitled to six weeks annual vacation. Following the 24th anniversary of service, vacation credits shall accumulate at a rate of 8.05 hours (Inside Classifications) or 9.20 hours (Outside Classifications) for every full biweekly pay period worked.

17.2 Scheduling

(a) Staff are entitled to use any accumulated vacation credits upon completion of a minimum of six months of service.

(b) Staff are encouraged to take annual vacations in unbroken periods which are a minimum of one week in duration.

(c) Annual vacations shall be scheduled at a time that is mutually agreed upon by the employee and Employer. Preference in choice of vacation period shall be given to the employee with the greatest seniority, provided that the vacation request is submitted prior to March 15th of each year. Requests submitted after March 15th will be granted on a first come, first served basis.

17.3 Vacation Carryover

At January 1st of any calendar year, accumulated vacation credits shall not exceed the time accumulated during the preceding calendar year.

Approval of the Administrator is required for any vacation accumulation (carryover) which provides for credits, at January 1st of any calendar year, in excess of those specified above. Approval must be obtained in writing prior to December 1st of any calendar year.

Carryover of vacation shall only be approved in exceptional circumstances. Where an employee receives approval to carry over vacation, the days carried forward plus the vacation earned in the previous year (the total entitlement at January 1st) must be used during the calendar year to which it is carried over.

17.4 Callback on Vacation

Employees who have commenced their annual vacation shall not be called back to work except in cases of extreme emergency.

ARTICLE 18 - HEALTH LEAVE

18.1 Health Leave Defined

Health leave is a period of time that an employee is permitted to be absent from work due to illness, compassionate leave (Article 19.2) and various health related absences including medical, dental, paramedical and counselling appointments. Health related medical appointments are generally expected to be scheduled outside of regular working hours. Where this is not possible, they are to be scheduled so as to minimize any disruption of the workday.

18.2 Health Leave Bank

Employees shall accrue health leave at a rate of 1/3 "day" per month to a maximum of nine "days". A "day" shall mean the average number of hours in an employee's workday based on the average number of hours in the employee's workweek over his/her complete shift schedule cycle.

New employees shall be credited with one "day" health leave upon qualification for health leave under 18.4(b). Health leave accrues each biweekly in accordance with the following formula:

$$\frac{1/3 \text{ "day"} \times 13 \text{ (months)} \times \text{employee's average hours per workday}}{26.089 \text{ (biweekly pay periods/year)}}$$

An employee who works a 35 hour workweek, or a shift schedule based on an average 35 hour workweek (seven hour average workday), shall accrue health leave at a rate of 1.0732 hours each biweekly pay period to a maximum of 63 hours.

An employee who works a 40 hour workweek, or a shift schedule based on an average of 40 hour workweek (eight hour average workday), shall accrue health leave at a rate of 1.2266 hours each biweekly pay period to a maximum of 72 hours.

Health leave shall accrue only while the employee is being paid by the Employer on active payroll. The health leave bank shall not accrue in any biweekly period during which the employee is not paid by the Employer on active payroll, including, but not limited to, any time while on LTD, WCB beyond 26 weeks, layoff or any other unpaid leave, excluding pregnancy and parental leave.

18.3 Health Leave Pay

Pay, for health leave, shall be deducted from the employee's health leave bank on an equivalent and actual time basis to a maximum of five days per health leave claim and three occurrences per calendar year, subject to the balance in the employee's health leave bank. Each day of absence, for each separate occurrence of sickness or disability, excluding compassionate leave or leave for medical or dental appointments, in excess of three occurrences per calendar year does not qualify for health leave, benefits or pay under Article 18. An employee must follow any and all requirements of the Employer to qualify for health leave pay.

Commencing the sixth day of a continuous absence, to a maximum of 26 weeks from the first day of health leave, an employee who continues to qualify for health leave shall receive 70% of gross regular weekly earnings through a Wage Indemnity Plan. The employee shall pay the premium for the Wage Indemnity Plan. An employee shall receive any wage loss benefits to which they may be entitled directly from the Wage Indemnity Plan carrier. Health and welfare benefits and their premium cost share arrangement will continue during any period of Wage Indemnity.

An employee who participates in a Return to Work Program while drawing Wage Indemnity benefits will have his/her Wage Indemnity benefit augmented so as to provide 100% of the employee's normal net take home pay, subject to normal benefit and statutory deductions.

18.4 General Principals

- (a) Participation in the Wage Indemnity Plan is mandatory.
- (b) Coverage for health leave, including Wage Indemnity, commences the date of completion of three months continuous service or when an employee becomes eligible to have his/her name entered on the seniority list.

- (c) The OMMLRA is the Policyholder and administrator of the Wage Indemnity Plan.
- (d) Surplus funds available as a result of positive claims experience under an ASO Wage Indemnity plan will be used for future wellness initiatives which may include benefits and/or premiums. The Employer will provide the Union with an annual report on the status of the Wage Indemnity account.

18.5 Return to Work

In any case where an employee has been absence due to illness or injury for a period of time in excess of one month, the employee shall provide his/her supervisor with notice of intent to return to work as follows:

- (a) one to six months inclusive – two working days notice;
- (b) six months to 18 months inclusive – five working days notice; and
- (c) 18 months or more – 20 working days notice.

ARTICLE 19 - SPECIAL AND OTHER LEAVE

19.1 Bereavement Leave

In the event of a death in the immediate family, provided that the employee is not already on leave, the Employer shall grant a maximum of three regularly scheduled consecutive workdays leave without loss of pay or benefits for an employee to attend to the affairs of the funeral. "*Immediate family*" shall mean: spouse, child, parents, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, grandparents, grandparents of spouse and grandchild. In the event of death of the employee's aunt or uncle, the employee may be entitled to one day leave to attend the funeral.

One-half day shall be granted without loss of salary or wages to attend a funeral as a pallbearer, provided such employee has the approval of his supervisor.

19.2 Family Illness

- (a) In the case of illness of a child of an employee, and when no one at the employee's home other than the employee can provide for the needs of the ill child, the employee shall be entitled, after notifying his supervisor, to use up to a maximum of three days paid leave at any one time for this purpose provided that such leave is to be deducted from the employee's health leave.
- (b) Such leave is intended to provide sufficient time for the employee to arrange for a caregiver for the ill child at the earliest point in time. The employee shall return to work immediately upon concluding such arrangements.

19.3 Leave for Court Appearance

- (a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or Crown witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.
- (b) An employee in receipt of his regular earnings while serving at court shall remit to the Employer, all monies paid to him by the court, except travelling and meal allowances not reimbursed by the Employer.

19.4 General Leave

Notwithstanding any provision for leave in this Agreement, the Employer may grant leave of absence without pay to any employee requesting such leave for emergency or unusual circumstances. The request is to be in writing and approved by the Employer.

ARTICLE 20 - MATERNITY, PARENTAL AND ADOPTION LEAVE

20.1 Maternity Leave

An employee shall qualify for maternity leave upon completion of the initial probation period.

- (a) Upon request the employee will be granted leave of absence without pay for a period of not more than six months.
- (b) The period of maternity leave without pay shall not commence prior to nine weeks before the expected date of birth.
- (c) The Employer shall, with the agreement of the employee, defer the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.
- (d) On return from maternity leave, an employee shall be placed in her former position or in a position paying an equivalent salary.
- (e) If an employee maintains coverage for medical, extended health, dental or group life, the Employer agrees to pay the Employer's share of these premiums.

20.2 Seniority Rights on Re-Employment

An employee who makes application for re-employment prior to the expiration of maternity or parental leave shall retain and accrue seniority accumulated prior to and during the leave of absence. The employee shall be deemed to have resigned on the date upon which leave of absence without pay commenced if an application for re-employment is not made prior to the expiration of the leave.

20.3 Extension of Maternity Leave

Maternity leave may be extended for up to an additional six consecutive weeks in the event that a qualified medical practitioner certifies that the employee is not able to return to work at the expiration of the approved leave.

20.4 Parental Leave

- (a) Whenever possible, a request for parental leave must be made at least four weeks before the day specified in the request as the day on which the employee proposes to commence parental leave and shall be accompanied by:
 - (1) a certificate from a qualified medical practitioner stating the date of birth of the child or the probable date of birth of the child; or
 - (2) a letter from the agency that placed the child stating the date that the child was placed into the adoptive care of the employee.
- (b) An employee shall be entitled to parental leave of up to 12 consecutive weeks in a period commencing:
 - (1) in the case of a natural mother, immediately following the end of maternity leave taken under Article 20.1;
 - (2) in the case of a natural father, within the week in which the newborn child arrives in the employee's home; and

(3) within the week a child or children are placed in the employee's home for the purpose of adoption and ending 52 weeks after the week in which the adopted child or children arrive or are placed in the employee's home.

20.5 Combined Maternity and Parental Leave

An employee's combined entitlement for maternity and parental leave of absence shall not exceed 32 weeks.

ARTICLE 21 - HEALTH AND WELFARE

21.1 Basic Medical Insurance

All regular employees may choose to be covered by the Medical Services Plan of British Columbia. The Employer shall pay 100% of the regular premium.

21.2 Extended Health Care Plan

The Employer shall pay the monthly premium for regular employees enrolled in the plan.

21.3 Dental Plan

The Employer shall pay the monthly premium for regular employees enrolled in the plan as follows:

- (a) Plan A, 100% coverage; annual and lifetime limits apply;
- (b) Plan B, 50% coverage; annual and lifetime limits apply; and
- (c) Plan C, 50% coverage; annual and lifetime limits apply.

21.4 Group Life and Accidental Death and Dismemberment

Regular employees shall be eligible to participate in a Group Life Insurance Plan and Accidental Death and Dismemberment Plan with benefits equivalent to twice an employee's annual salary with a maximum of \$150,000 coverage and double indemnity for Accidental Death and Dismemberment. The Employer and the employee shall each pay 50% of the premium.

21.5 Long Term Disability

Qualified regular employees shall be entitled to coverage under the Long Term Disability Plan providing a benefit equal to the sum of 60% of the employee's salary. The employee shall pay 100% of the premium.

21.6 Workers' Compensation Pay

- (a) Employees shall receive directly from the Workers' Compensation Board any wage loss benefits to which they may be entitled.
- (b) While an employee is in receipt of WCB wage loss benefits, paid holidays, and vacation will not accrue. However, unused vacation credits accrued, prior to the absence, shall not be lost as a result of this article.
- (c) Where an employee has been granted sick leave and is subsequently approved for WCB wage loss benefits for the same period, the employee shall reimburse the Employer for all money paid to or on behalf of the employee. Any sick leave credits used shall be reinstated to the employee upon full repayment.

(d) Employees qualifying for Workers' Compensation coverage shall not have their employment terminated during the compensable period. Such employees shall be considered as being on an unpaid leave, except that seniority shall continue to accrue based on regular hours.

21.7 Payment in Lieu of Health and Welfare Benefits

Employees not entitled to health and welfare benefits shall receive compensation of 14% per worked hour in lieu of all vacation and fringe benefits including pensions and statutory holiday pay.

ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES

22.1 Paydays

All employees shall be paid biweekly, with payday being every second Friday.

22.2 Substitution Pay

(a) In the event an employee is promoted or temporarily assigned, by the Administrator or Acting Administrator, to perform the principal duties of a higher paid classification, the employee shall receive the higher rate for such classification. If an employee temporarily renders service in a position paying a lower rate of pay, his/her wages will not be reduced.

(b) It is agreed that "*principle duties*" in paragraph (a) above, does not mean 100% of job duties.

ARTICLE 23 - CLASSIFICATION AND RECLASSIFICATION

23.1 Classification and Salary Assignments

(a) The Employer may institute new classifications in addition to those listed in Appendix "A". Should any such new classification be instituted, the Employer shall establish the rate for same and shall submit the classification and rate to the Union in writing and, in addition, shall post the classification and rate in the manner required by Article 12. The posting shall indicate that the new classification and rate of pay is subject to agreement between the Union and the Employer. Within 30 working days of such submission and posting, the Union may, if necessary, request to meet with the Employer to review the classification and rate and if mutual agreement cannot be reached, the difference may be referred to arbitration under the provisions of Article 9. Any change in rate resulting from discussion between the parties or following a reference to arbitration, shall be retroactive to the date the new classification was instituted by the Employer.

(b) If the Union claims that the duties of an existing classification have been changed to an extent sufficient to alter the classification and/or rate, the Union may request to meet with the Employer to review the classification and/or rate. If within 30 working days of the submission of such request, which shall be in writing, and the request shall specify any changes in duties and any proposed change in the rate of pay, mutual agreement cannot be reached, the difference may be referred to arbitration under the provisions of Article 9. Any change in rate resulting from discussion between the parties, or following a reference to arbitration, shall be retroactive to the date the Union submitted its request to the Employer.

(c) If the Union does not request to meet with the Employer to review the classification and rate within 30 days, as provided for in Article 23.1(a), or if the Union does not refer the difference, if any, to arbitration within 30 working days, as provided for in Article 23.1(b) then the difference, if any, shall be deemed to be abandoned and all rights of recourse to arbitration shall be at an end.

(d) The time limits referred to in this article may be extended by mutual agreement of the parties in writing.

ARTICLE 24 - LABOUR/MANAGEMENT COMMITTEE

- (a) There shall be established a Labour/Management Committee composed of three union representatives and three employer representatives. This Committee may call upon additional persons for technical information or advice. The Committee may establish subcommittees or "ad hoc" committees as it deems necessary and shall set guidelines and operating procedures for such Committees.
- (b) The Committee shall meet at the call of either party at a mutually agreeable time and place. Employees shall not suffer any loss of basic pay for time spent on this Committee.
- (c) An employer representative and a union representative shall alternate in presiding over meetings.
- (d) The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this Agreement. The Committee shall not supersede the activities of any other Committee of the Union or of the Employer and shall not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.
- (e) The Committee shall have the power to make recommendations to the Union and the Employer on the following general matters:
- (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
 - (2) correcting conditions causing grievances and misunderstandings;
 - (3) safety and occupational health issues.

ARTICLE 25 - PENSION PLAN

25.1 Pension (Municipal) Act

The *Pension (Municipal) Act* applies to the Employer and its employees. The Employer, in addition to its own contributions on his/her behalf, shall deduct from the wages or salary of each employee, as a condition of his/her continued employment, the contribution required of him under the provisions of the *Pension (Municipal) Act*.

25.2 Retirement Age

On the last day of the month after reaching maximum retirement age under the provisions of the *Pension (Municipal) Act*, every employee will automatically cease to be employed. The Employer may employ or re-employ an individual over retirement age on a temporary basis.

ARTICLE 26 - GENERAL CONDITIONS

26.1 Repayment of Compensation

In any case where an employee is paid by the District, during any absence due to illness or injury, where the employee receives compensation from a third party (e.g. ICBC) for an accidental bodily injury or illness, there shall be no "double dipping". Employees shall agree to repay to the District the total amount of compensation they received, or will in future receive, from the District for the period(s) of disability resulting from the above-noted accident or illness, in the event that they receive any compensation from a third party, (e.g. ICBC) for that same period(s). This reimbursement to the District will represent that portion of wages and benefits paid by the District.

26.2 Tool Insurance

In case of fire or proven theft verified by police investigation, insurance coverage will be provided for a list of tools which is supplied prior to the loss.

26.3 Job Related Liability Protection

Any employee of the Regional District, coming within the scope of the British Columbia Government and Service Employees' Union, will be granted the services of a solicitor of the District's choice, without charge, for the purpose of representing him who as a result of a matter arising out of or in the course of the proper performance of his normal work duties and/or assignments, is personally involved in a legal or court action.

26.4 Personal Duties

It is understood that work not related to the business of the Employer should not be performed on the Employer's time. It is also understood that an employee will not be required to perform duties of a personal nature for supervisory personnel.

ARTICLE 27 - TERM OF AGREEMENT

This Agreement shall be binding and remain in effect from January 1, 2006 to midnight December 31, 2009.

**SIGNED ON BEHALF OF THE
UNION:**

**SIGNED ON BEHALF OF THE
EMPLOYER:**

George Heyman
President

Jason Johnson
Chief Administrative Officer

Laura Walton
Bargaining Committee Chairperson

Dan Ashton
RDOS - Chairman

Judy Burton
Bargaining Committee Member

Patty Derkach
Human Resources Manager

Wendy Bennett
Bargaining Committee Member

Jim Zaffino
General Manager - Finance

Rob Wotherspoon
Staff Representative

Dated this _____ day of _____, 20__.

SCHEDULE "A"

Wage Scales and Classifications

Pay Grade	Classification	Jan 1/06	Dec 1/06	Jul 1/07	Nov 1/07	Jan 1/08	Oct 1/08	Apr 1/09
1	Scale Attendant 1	\$16.97	\$17.27	\$17.57	\$17.88	\$18.15	\$18.51	\$18.97
2	Labourer Receptionist/Administration Clerk/Typist	\$19.55	\$19.89	\$20.24	\$20.59	\$20.90	\$21.32	\$21.85
3	Administration Clerk/Typist Air Quality Clerk Public Works Clerk/Typist Regional Growth Strategy Clerk Rural Area Clerk Scale Attendant 2	\$20.01	\$20.36	\$20.71	\$21.08	\$21.39	\$21.82	\$22.37
4	Accounting Clerk Building Inspection Receptionist/Secretary	\$21.13	\$21.49	\$21.87	\$22.25	\$22.59	\$23.04	\$23.62
5		\$22.46	\$22.85	\$23.25	\$23.66	\$24.01	\$24.49	\$25.10
6	Building Inspection Secretary Environmental Technician 1 Legislation Secretary Pest Control/System Operator 2 Planning Secretary Public Works Secretary Solid Waste Facilities Assistant System Operator 3	\$23.89	\$24.31	\$24.74	\$25.17	\$25.55	\$26.06	\$26.71
7	GIS Technician Network Support Technician Plan Checker Planning Technician 1 Program Coordinator	\$24.51	\$24.94	\$25.37	\$25.82	\$26.20	\$26.73	\$27.40
8	Environmental Coordinator Solid Waste Management Coordinator Solid Waste Facilities Coordinator Special Projects Coordinator System Operator 4	\$25.74	\$26.19	\$26.65	\$27.11	\$27.52	\$28.07	\$28.77
9	Accountant Engineering Technician GIS Analyst Senior Planning Technician	\$27.66	\$28.15	\$28.64	\$29.14	\$29.58	\$30.17	\$30.93
10	Building Inspector Planner Regional Growth Strategy Coordinator	\$29.12	\$29.63	\$30.15	\$30.68	\$31.14	\$31.76	\$32.55
*Student pay rate \$11.64 per hour plus 14% in lieu of all vacation and fringe benefits.								

CLASSIFICATIONS

The following are considered "*OUTSIDE*" Classifications:

Scale Attendant	Solid Waste Facilities Coordinator
Labourer	Solid Waste Facilities Assistant
Water System Operator	Building Inspector
Pest Control/Works Operator	Environmental Technician

The following are considered "*INSIDE*" Classifications:

Receptionist/Administration Clerk/Typist	Special Projects Coordinator
Administration Clerk/Typist	Planning Technician 1
Accounting Clerk	GIS Technician
Building Inspection Receptionist/Secretary	Senior Planning Technician
Public Works Secretary/Clerk	Accountant
Planning Secretary	Planner
GIS Analyst	Rural Area Clerk
Environmental Coordinator	Network Support Technician
Planner	Air Quality Clerk
Public Works Clerk/Typist	Regional Growth Strategy Clerk
Building Inspection Secretary	Plan Checker
Program Coordinator	Solid Waste Management Coordinator
Engineering Technician	Regional Growth Strategy Coordinator

LETTER OF UNDERSTANDING 1

Between: The Okanagan Mainline Municipal Labour Relations Association, on behalf of the Regional District of Okanagan Similkameen

And: The British Columbia Government and Service Employees' Union (BCGEU)

RE: BENEFIT PREMIUMS

The parties hereto agree that for the term of this Agreement, where the Employer pays benefit premiums, the Employer will pay its share of any increases in the cost of those benefit premiums.

The parties also agree and understand that the issue of payment for benefit premium increases during the term of a collective agreement must be renegotiated during the next round of collective bargaining.

Dated this 22nd day of September, 1999

Renewed May 3, 2006

LETTER OF UNDERSTANDING 2

Between: The Okanagan Mainline Municipal Labour Relations Association, on behalf of the Regional District of Okanagan Similkameen

And: The British Columbia Government and Service Employees' Union (BCGEU)

RE: EMPLOYER OBLIGATIONS TO EMPLOYEES

In recognition of the Employer's rights to contract out work and in recognition of the Employer's obligations to employees, the parties agree as follows:

1. In the event the Employer wishes to examine the feasibility of contracting out work currently being done by bargaining unit employees then the following process will apply:
 - (a) The Employer will provide the Union with an estimate of the cost of doing the work "in-house".
 - (b) The Union may then provide the Employer with any suggestions on productivity improvements, cost or efficiency savings. In the event that the Union wishes to respond, it will do so within 10 working days of receiving said cost estimate.
2. Those employees named on the agreed to list attached and forming part of this Letter of Understanding will not lose their employment as a result of contracting out.
3. Employees who are displaced by the contracting out of their job and covered by number 2 above, shall have the option of receiving severance pay at a rate of one week's pay for each year of seniority to a maximum of 10 weeks upon severing his/her employee/employer relationship. The employee shall have up to three months from the date of displacement to exercise his/her option. Severance pay will be paid at the rate of the job the employee was displaced from.

**Dated this 23rd day of February, 2000
Renewed May 3, 2006**

REGIONAL DISTRICT OF OKANAGAN SIMILKAMEEN

Steve Anderson
David Carlson
Don Hamilton

Roza Aylwin
Gord Davidson
Marion Thirlwell

Wendy Bennett
Sandie Evanchu
Karen Veasey

LETTER OF UNDERSTANDING 3

Between: The Okanagan Mainline Municipal Labour Relations Association, on behalf of the Regional District of Okanagan Similkameen

And: The British Columbia Government and Service Employees' Union (BCGEU)

RE: ARTICLE 14.3(b) STANDBY

The parties agree that bargaining unit members will perform standby duty and that the rate of compensation shall be as specified in Article 14.3 of the collective agreement. Standby duty may include weekend system checks, problem identification and correction or other related work outside the basic workday/week. The Regional District shall, within reason, establish and delegate standby duty assignments to qualified bargaining unit members on an equitable basis.

In addition to the compensation provided in Article 14.3, employees who perform "*standby*" duty shall receive a prorated share of a total amount of \$4,500 per 12 month calendar year. Each "*standby*" employee's share of the \$4,500 shall be based on the number of hours he was on "*standby*" duty during the calendar year.

The calculation, to determine the prorated share of the \$4,500, shall not include any "*standby*" hours on any day that the "*standby*" employee was called out to work.

Management staff may continue to participate in standby duty in a manner determined by the Employer. Standby compensation for management staff, shall be at the sole discretion of the Regional District and shall not reduce, or otherwise impact, the \$4,500 payable to employees in the bargaining unit who work standby.

**Dated this 23rd day of May, 2003
Renewed May 3, 2006**