

COLLECTIVE AGREEMENT

BETWEEN:

THE DISTRICT OF CLEARWATER

AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2587**

EFFECTIVE: JANUARY 1, 2008 - DECEMBER 31, 2011

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1 RECOGNITION AND NEGOTIATIONS.....	2
ARTICLE 2 NO DISCRIMINATION.....	2
ARTICLE 3 EMPLOYER'S RIGHTS.....	2
ARTICLE 4 UNION SECURITY.....	3
ARTICLE 5 CHECKOFF OF UNION DUES.....	3
ARTICLE 6 THE EMPLOYER SHALL ACQUAINT NEW EMPLOYEES.....	3
ARTICLE 7 LABOUR MANAGEMENT NEGOTIATIONS.....	3
ARTICLE 8 SENIORITY.....	4
ARTICLE 9 LAYOFFS AND REHIRINGS.....	6
ARTICLE 10 PROMOTIONS AND STAFF CHANGES.....	6
ARTICLE 11 GRIEVANCE PROCEDURE.....	8
ARTICLE 12 ARBITRATION.....	9
ARTICLE 13 TERMINATION, DISCHARGE OR SUSPENSION.....	11
ARTICLE 14 HOURS OF WORK.....	12
ARTICLE 15 OVERTIME AND CALL-BACK TIME.....	13
ARTICLE 16 HOLIDAYS.....	14
ARTICLE 17 VACATIONS.....	15
ARTICLE 18 SICK LEAVE PROVISIONS.....	16
ARTICLE 19 LEAVE OF ABSENCE.....	17

ARTICLE 20 PAYMENT OF WAGES AND ALLOWANCES..... 19

ARTICLE 21 JOB CLASSIFICATION AND RECLASSIFICATIONS..... 20

ARTICLE 22 SAFETY..... 20

ARTICLE 23 BENEFITS..... 21

ARTICLE 24 GENERAL CONDITIONS..... 22

ARTICLE 25 GENERAL..... 24

ARTICLE 26 TECHNOLOGICAL CHANGE..... 24

ARTICLE 27 TERM OF AGREEMENT..... 24

SCHEDULE "A"..... 25

LETTERS OF UNDERSTANDING 26

LETTER OF AGREEMENT..... 29

APPENDIX I..... 30

This Agreement made and entered into on the _____ day of _____, 2009.

BETWEEN: THE DISTRICT OF CLEARWATER
(Hereinafter called the "Employer")

PARTY OF THE FIRST PART

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 2587
Chartered by the Canadian Union of Public Employees
and affiliated with the Canadian Labour Congress
(Hereinafter called the "Union")

PARTY OF THE SECOND PART

PREAMBLE

WHEREAS it is the desire of both parties to this Agreement:

- (1) To maintain the existing harmonious relations and settled conditions of employment between the District of Clearwater (hereinafter called the "Employer") and the Union;
- (2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work, and scale of wages;
- (3) To encourage efficiency in operation;
- (4) To promote the morale, well being and security of all the employees in the bargaining unit of the Union;

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

NOW THEREFORE the parties hereto agree as follows:

ARTICLE 1 RECOGNITION AND NEGOTIATIONS

1.01 Recognition and Negotiations

The Employer or anyone authorized to act on its behalf recognizes the Union as the sole collective bargaining agency for its employees classified and covered by this Agreement, and hereby consents and agrees to negotiate with the Union and anyone authorized to act on behalf of the Union, in any and all matters affecting the relationship between the parties to this Agreement, looking forward to a peaceful and amicable settlement of any differences that may arise between them.

1.02 Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer 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. Similarly, the Employer 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.

ARTICLE 2 NO DISCRIMINATION

2.01 The Employer agrees that there shall be no discrimination exercised or practised with respect to any employee by reason of race, colour, gender, creed, national origin, marital status, political or religious affiliation, nor by reason of the employee's membership in a labour union and the employees shall at all times and in like manner act in good faith toward the Employer.

ARTICLE 3 EMPLOYER'S RIGHTS

3.01 The management and operation of, and the direction and promotion of the working forces is vested in the Employer, provided however that this will not be used for purposes of discrimination against employees, nor be inconsistent with provisions of this Agreement.

3.02 The Employer shall have the right to select its employees and to discipline or discharge them for proper cause, subject to the terms and conditions of the Agreement.

ARTICLE 4 UNION SECURITY

4.01 Every employee who is now or hereafter becomes a member of the Union shall maintain a membership in the Union as a condition of employment, and every new employee whose employment commences hereafter shall, within thirty (30) working days after the commencement of his/her employment, become a member of the Union as a condition of employment.

ARTICLE 5 CHECKOFF OF UNION DUES

5.01 The Employer agrees to the compulsory checkoff of all union dues as a condition of employment. Said dues to be paid and deducted bi-weekly and forwarded to the union secretary on a monthly basis with a list of those paying dues, and the amount each pays. All employees, after thirty (30) working days employment, as a condition of continued employment, shall be liable to union dues deductions whether Union members or not.

ARTICLE 6 THE EMPLOYER SHALL ACQUAINT NEW EMPLOYEES

6.01 The Employer agrees to acquaint new employees with the fact that an Agreement between the parties is in effect, and with the conditions of employment set out in Articles 4 and 5 dealing with union security and dues checkoff.

6.02 New employees shall be presented with a copy of the Agreement, a union membership card and a union dues checkoff card. The dues checkoff card to be signed and turned back to the Employer immediately. The union membership card is to be signed and turned over to the union treasurer within thirty (30) working days.

ARTICLE 7 LABOUR MANAGEMENT NEGOTIATIONS

7.01 Bargaining Committee

A bargaining committee shall be appointed by the Employer. Not more than two (2) members may be appointed by the Union. The Union will advise the Employer of the Union nominees to the Committee.

7.02 Additional Representatives

Each party to this Agreement shall have the right to have the assistance of a representative when dealing or negotiating with the other party.

7.03 Meeting of Committee

In the event of either party wishing to call a meeting of the committee, the meeting shall be held at a time and place fixed by mutual agreement; however, such meeting to be held not later than ten (10) days after the request has been given unless varied by mutual consent.

7.04 Function of Bargaining Committee

All matters of mutual concern pertaining to rates of pay, hours of work, working conditions, collective bargaining, etc., shall be referred to the bargaining committee for discussion and settlement.

7.05 Time Off for Meetings

The representative of the Union on this committee, who is in the employ of the Employer shall have the privilege of attending meetings of the committee held within working hours without loss of remuneration.

7.06 Labour-Management Committee

A joint Labour-Management Committee shall meet at least once every two months. The purpose of such meetings will be to discuss and resolve problems and concerns each party may have. There shall be up to two (2) members from each party on this Committee. Time off for employees to attend the Committee meeting shall be given with pay.

ARTICLE 8 SENIORITY

8.01 Seniority List

Seniority is the length of service with the Employer and shall operate on a bargaining unit-wide basis.

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards on October 1st of each year.

8.02 Seniority for New Employees

- (a) Newly hired employees shall be on a probationary basis for a period of ninety (90) calendar days from the date of employment commencement.
- (b) During the probationary period employees who lack a general suitability for continuing employment with the Employer, may be dismissed. If it is shown on behalf of the employee that he/she is suitable for continuing employment he/she shall be reinstated.
- (c) After completion of the probationary period, seniority shall be effective from the original date of employment commencement.

8.03 Seniority During Absence

If an employee is absent from work because of sickness, accident, layoffs, or leave of absence approved by the Employer, the employee shall not lose seniority rights.

An employee shall only lose his/her seniority in the event:

- (a) The employee is discharged for just cause and is not reinstated.
- (b) The employee resigns.
- (c) The employee is absent from work in excess of three (3) working days without notifying the Employer unless such notice was not reasonably possible.
- (d) After a layoff, the employee fails to return to work within ten (10) calendar days after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his/her current address.
- (e) The employee is laid off and not re-employed within twelve (12) months.

ARTICLE 9 LAYOFFS AND REHIRINGS

9.01 Layoff and Rehiring Procedure

(a) Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority provided that they are competent to do the work.

9.02 Notice of Layoff

The Employer shall notify employees who have completed their probationary period (as specified in Clause 8.02) and who are to be laid off, in writing, thirty (30) calendar days, before the layoff is to be effective. If the employee to be laid off has not had the opportunity to work the number of days for which notice of layoff was given, the employee shall be paid for that period from the date of the layoff notice.

9.03 Recalls

In the case of employees who are laid off due to lack of work, such employees shall be entitled to recall for employment in order of seniority, provided they are qualified to do the work available.

9.04 Such employees shall return to work within five (5) working days (or such longer period as may be mutually agreed upon) after recall notice has been received by priority post mail.

ARTICLE 10 PROMOTIONS AND STAFF CHANGES

10.01 Employer Shall Notify Union

Prior to filling any staff change or promotion covered by the terms of this Agreement, the Employer shall notify the Union in writing and post notice of the position on all bulletin boards for a minimum of five (5) working days in order that all members will know about such position and be able to make written application . Such notice shall contain the following information: nature of position, required knowledge and education, ability and skills, shift and wage and salary rate or range. All job postings must indicate that each position is open to both male and female applicants.

10.02 Method of Making Appointments

Both parties recognize that job opportunity should increase in proportion to length of service and qualifications. Therefore, in making staff changes, appointments will be made on the basis of qualifications and in the event two applicants are equally qualified, seniority will be the determining factor.

The successful applicant shall serve a trial period of thirty (30) working days. In the event the employee proves unsatisfactory in the position during the aforementioned trial period, they shall be returned to their former position and salary without loss of previous seniority and any other employee promoted or transferred because of the rearrangement of position shall also be returned to their former position and salary without loss of previous seniority. If the employee chooses to revert back to their former position they will be required to give the employer ten (10) working days notice for this to occur.

10.03 If any employee indicates to his/her superior, in writing, prior to going on vacation or leave of absence, his/her intent to apply for an anticipated job posting, the employee would be considered for such opening.

10.04 Union Notification

The Union shall be notified of all appointments, hiring's, layoffs, re-hiring's and terminations of employment.

10.05 Transfer and Seniority Outside Bargaining Unit

No employee shall be transferred to a position with the Employer outside the bargaining unit without his/her consent. If an employee is transferred to a position outside of the bargaining unit, the employee shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such employee shall have the right to return to a position in the bargaining unit during the trial period, which shall be a maximum of sixty days. If an employee returns to the bargaining unit, he/she shall be placed in a job consistent with his/her seniority. Such return shall not result in the lay-off or bumping of an employee holding greater seniority.

10.06 Employees who are assigned in writing to perform a job at a higher classification for a period of three (3) consecutive days or more, shall be paid at that higher rate. This article does not apply to intermittent or student help.

10.07 Regular part time employees who work in an established position for the equivalent of two (2) full time months in a three (3) consecutive month period and who are scheduled to continue on a full time basis, shall be entitled to enrol in the benefit plan rather than payment in lieu. Where the employee subsequently works less than 28 hours per week, he/she shall revert to the payment in lieu.

ARTICLE 11 GRIEVANCE PROCEDURE

11.01 In order to provide an orderly procedure for the settling of grievances the Employer acknowledges the right of the Union to appoint, or otherwise select a grievance committee of two (2) members, whose duties shall be to process any grievance in accordance with the grievance procedure.

11.02 The Employer shall recognize shop stewards appointed or otherwise selected by the Union, whose duties shall be to investigate and to attempt to settle disputes before reaching the grievance committee. Where an employee is filling a bulletined position within the same job classification, the probationary period shall be waived provided competency has been proven.

11.03 The Union shall notify the Employer in writing of the name of each grievance committee member and shop steward before the Employer shall be required to recognize them.

11.04 In order that the work of the Employer shall not be unreasonably interrupted, the shop steward shall not leave his/her work without obtaining permission of his/her supervisor. Such permission shall not be unreasonably withheld.

11.05 (a) The Employer agrees that, after a grievance has been initiated by the Union, the Employer's representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union.

(b) The Union and its members agree that the grievance procedure is the only method to resolve complaints and grievances arising from the agreement. In return the Employer agrees that labour/management and personnel matters will only be discussed during in camera meetings and will not be discussed during public meetings.

11.06 Should a dispute arise between the Employer and any employee(s) or the Union regarding interpretation, meaning, operation or application of this

Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, or should any other dispute arise, an earnest effort shall be made to settle this dispute in the following manner:

Step 1: The employee(s) concerned, together with the shop steward, shall first seek to settle the dispute with the Administrator. The Administrator to give decision within five (5) working days.

Step 2: Failing agreement being reached in Step 1, application shall be made to the District of Clearwater Board in writing, stating the grievance concerned and a hearing shall be granted at the next meeting of the Employer following the application. Union to receive decision within ten (10) working days.

Step 3: Failing satisfactory settlement being reached in Step 2, the Union may refer the dispute to arbitration.

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

11.08 Replies to written grievances shall be in writing at all stages.

11.09 Grievances settled satisfactorily within the time allowed shall date from the time that the grievance was filed or by any other resolve which is just and equitable in the opinion of the parties or in the opinion of a board of arbitration if the matter is referred to such a board.

11.10 The Employer shall supply the necessary facilities for the grievance meetings.

ARTICLE 12 ARBITRATION

12.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration the request shall be made in writing addressed to the other party of the Agreement. Each party shall name an arbitrator, to an arbitration board, and notify the other party of the name and address of its appointee.

If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairman, the appointment shall be made by the Minister of Labour upon the request of either party.

12.02 Board Procedure

The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. It shall hear and determine the differences or allegation and render a decision. The decision of a majority shall be the decision of the Board.

12.03 Decisions of the Board

The decision of the Board of Arbitration shall be final and binding on all parties, but in no event shall the Board of Arbitration have the power to alter, modify, or amend this Agreement in any respect. Should the parties disagree as to the meaning of the decision, either party may apply to the chairman of the Board of Arbitration within three (3) days to reconvene the Board to clarify the decision.

12.04 Expenses of the Board

Each party shall pay:

- (a) fees and expenses of the arbitrator it appoints;
- (b) one-half the fees and expenses of the chairman.

12.05 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedures may be extended by consent of the parties to this Agreement.

12.06 Witnesses

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses without pay and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or arbitrator(s) to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

12.07 Single Arbitrator

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 (3) man Board will apply.

12.08 By prior mutual agreement, the parties may elect to pursue a final and binding resolution either through the services of Mark Atkinson, or such other format as agreed upon.

ARTICLE 13 TERMINATION, DISCHARGE OR SUSPENSION

13.01 Discharge Procedure

- (a) A regular employee may be dismissed only for just cause and only upon the authority of the Employer or the Employer's agent. When an employee is discharged or suspended, the employee shall be given the reason in the presence of the shop steward. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such dismissal or suspension.
- (b) An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 11, Grievance Procedure. Step 1 of the grievance procedure shall be omitted in such case.
- (c) Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his/her former position, without loss of seniority rating, and shall be compensated for all time lost in an amount equal to his/her normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangements as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration if the matter is referred to such a board. The onus of proving just cause for discharge or suspension shall be on the Employer.
- (d) The record of an employee shall not be used against him at any time after twenty-four (24) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports. Upon request from the employee all letters of reprimand shall be removed after twenty-four (24) months.

- (e) Access to Personnel File

An employee shall have the right at a mutually agreeable time to have access to and review his/her own personnel file and shall have the right to respond in writing to any document contained therein, such a reply becoming part of a permanent record.

ARTICLE 14 HOURS OF WORK

14.01 Normal Work Day and Normal Work Week

The normal work day and the normal work week shall be:

- (a) Office Employees

The normal work day shall consist of a scheduled period of seven point 0 (7.0) hours of work between the hours of 8:30 a.m. to 4:30 p.m. The normal work week shall consist of five (5) such days, Monday to Friday inclusive.

- (b) Outside Employees

The normal work day shall consist of a scheduled period of eight (8) hours of work between the hours of 8:00 a.m. to 4:30 p.m. The normal work week shall consist of five (5) such days, Monday to Friday inclusive.

- (c) Meal breaks shall be staggered so as to provide coverage.
- (d) In order to accommodate unusual circumstances the schedules referred to in (a) and (b) above can be altered with the agreement of the employee(s) affected. In such circumstances overtime provisions shall be waived. Providing the hours of work do not exceed 7.0 hours per day (office employees) and 8 hours per day (outside employees).
- (e) During Driver Examiner week additional time is required of the ICBC/MV staff therefore they shall start work at 8:00 a.m. during this time.

It is not the intentions of the parties to allow such unusual circumstances to replace the schedules referred to in (a) and (b) above.

14.02 Except where otherwise provided in this Agreement, in the event of an employee starting work in any day and being sent home before he/she has completed four (4) hours, he/she shall be paid for four (4) hours. In the event that an employee reports for work but is sent home before commencing work, he/she shall be paid for two (2) hours at regular rates. This clause shall not require a regular part-time employee to be paid for more than he/she is hired for.

14.03 Break Period

All employees shall be permitted a fifteen (15) minute rest period both in the first half and the second half of a shift. Such breaks may be staggered so as to provide coverage.

ARTICLE 15 OVERTIME AND CALL-BACK TIME

15.01 All time worked outside the scheduled hours constituting an employee's normal work day or normal work week shall be considered overtime and shall be paid for as follows:

- (a) On an employee's normal work day, time and one-half for the first two (2) hours and double time thereafter.
- (b) On an employee's days of rest, double time.
- (c) On an employee's statutory holiday, double time; plus his/her entitlement to the statutory holiday pay.

15.02 Minimum Call-Back Time

Every employee who is called out shall be paid for a minimum of two (2) hours overtime rates and shall be paid from the time the employee leaves his/her home to report to duty until the time he/she arrives back upon proceeding directly from work.

15.03 Overtime During Layoff

There shall be no extended amount of overtime worked in any operation while there are employees on layoff in the same or similar types of operations and who are qualified to perform the available work.

15.04 Time Off in Lieu of Overtime

Overtime will be paid out except where the employee and the administrator otherwise mutually agree. Time off shall be taken at the same rate as the applicable overtime rates earned at the time overtime is authorized.

15.05 Standby

Standby duty shall be rotated or as mutually agreed by the affected employees. Standby pay shall be paid at the following rates:

Monday - Friday	- 1 hour for each day
Saturday - Sunday	- 5 hours for each weekend
Statutory Holiday Weekends	- 7.5 hours for each
Statutory Holiday Weekend	

The provisions of Article 15.02 shall not apply to an employee who is on standby and who is called out for work. Such employee shall, however, be paid for all time worked outside the scheduled hours constituting his /her normal day at the applicable overtime rate with a minimum guarantee of two (2) hours' work or two (2) hours' pay. This guarantee shall not apply when the call-out extends into the employee's normal working hours.

15.06 Authorization of Overtime

All overtime must be approved by the Employer, other than in emergency situations, or when incurred by an employee on standby.

ARTICLE 16 HOLIDAYS

16.01 All regular full time employees shall receive the following holidays with pay upon completion of 30 days of employment:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Queen's Birthday	Christmas Day
Canada Day	Boxing Day
British Columbia Day	

and any other day proclaimed or declared by the Federal or Provincial

Governments or by the Employer as a holiday.

There shall be no reduction in the monthly pay on account of the above-mentioned holidays.

Regular part-time employees shall be paid for Statutory Holidays in accordance with the Employment Standards Act.

If the person in the janitor position is required to work on a Statutory Holiday, that person shall receive 1 1/2 times the normal rate of pay for all hours worked.

- 16.02 When statutory holidays fall on a normal non-working day and no other day is declared in substitution thereof, employees shall receive a day off work in lieu of the holiday, at their regular rate of pay; such day off to be taken at the discretion of the Department Head concerned, within two (2) weeks following such a holiday.

ARTICLE 17 VACATIONS

17.01 Vacation Entitlement

- (a) Regular employees covered by this agreement shall be entitled to holidays with pay each year as follows:

2 weeks after 1 year
3 weeks after 2 years
4 weeks after 4 years
4 weeks-1 day after 6 years
4 weeks-2 days after 7 years
4 weeks-3 days after 8 years
4 weeks-4 days after 9 years
5 weeks after 11 years
6 weeks after 15 years
7 weeks after 20 years

- (b) By prior mutual agreement, an employee may carry over a maximum of 2 weeks' vacation entitlement to the subsequent year. The carry over must be taken in that subsequent year and the vacation pay will be at the rate it was earned.

17.02 Holidays During Vacation

If a statutory or declared holiday falls or is observed during an employee's vacation period, the employee shall be granted an additional day's vacation for each holiday in addition to the employee's regular vacation time.

17.03 Preference in Vacation

In the event of a conflict of vacation date preference, the choice shall be determined by seniority of service.

17.04 When an employee who is on vacation becomes sick or requires hospitalization, the employee shall present proof of illness or hospitalization and have that portion of vacation leave reinstated.

17.05 Vacation Request Approval

All vacation time must be submitted and approved by the Employer at least two weeks prior to the requested vacation period (other than emergency/unusual situations) as dictated to by operational requirements.

ARTICLE 18 SICK LEAVE PROVISIONS

18.01 Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick, disabled, or because of an accident for which compensation is not payable under the Workers' Compensation Act. Such leave shall be deducted from the employee's entitlement.

18.02 (a) Sick Leave Entitlement

For each complete month of work thereafter, such employees will be granted 1.5 days' sick leave entitlement.

(b) Sick leave payout is not required by this agreement except as specifically provided in this Article.

18.03 Proof of Illness

An employee may be required to produce a certificate from any illness from

a duly qualified medical practitioner certifying that the sick employee is unable to carry out his/her duties due to illness. If there is a fee for this certificate the Employer shall reimburse the employee for such cost upon presentation of the paid receipt.

18.04 Sick Leave Without Pay

Sick leave without pay shall be granted to an employee for up to one year who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted by mutual agreement of the parties hereto.

18.05 Sick Leave Records

A record of all unused sick leave will be kept by the Employer. On October 1st of each year, each employee shall receive a record from the Employer of his/her accumulated sick leave credit. Any employee is to be advised on application of the amount of sick leave accrued to his/her credit.

18.06 When an employee ceases working for the DOC, and after completing five (5) years of service, $\frac{3}{4}$ of that employees' accumulated sick leave shall be paid out to that employee.

ARTICLE 19 LEAVE OF ABSENCE

19.01 For Union Business

- (a) The Employer agrees that, where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance, they shall suffer no loss of pay for the time so spent.
- (b) Subject to the Employer's operational requirements, leave without pay and without loss of seniority will be granted to a maximum of 10 days per year with one week written notice for other official union business or such additional days as the parties mutually agree. The Employer shall invoice the union for all wages and benefits and the employee shall receive the regular pay.

19.02 Union Conventions

Leave of absence without pay and without loss of seniority shall be granted, upon two weeks written request to the Employer, to employees elected or appointed to represent the Union at union conventions. Limited to one employee at a time.

19.03 Bereavement Leave

An employee scheduled to work shall be granted five (5) regularly scheduled consecutive work days leave without loss of salary or wages in the case of the death of a parent, wife, husband, brother, sister, child, grandchild, grandparent, mother-in-law or father-in-law. Reasonable leave of absence shall be granted for travel and estate affairs without pay and without loss of seniority.

One-half (1/2) day shall be granted without loss of salary or wages to attend a funeral provided such employee has the approval of his/her supervisor or department head.

19.04 Jury Duty

The Employer shall pay an employee who is required to serve as a juror or subpoenaed court witness the difference between the employee's normal earnings and the payment he receives for jury service or court witness. The employee will present proof of service and the amount of pay received. In cases where an employee's private affairs cause a court appearance such leave shall be without pay.

19.05 Full Time and Part Time Leave

- (a) Any employee who is elected or appointed to a full time position with the Union or any organization with which the Union is affiliated or any employee who is elected to a full time public office, shall be granted leave of absence without pay and without loss of seniority by the Employer for one year or such additional time as the parties mutually agree.
- (b) Subject to the Employer's operational requirements, leave without pay and without loss of seniority will be granted for an employee elected to a part time federal, provincial or civic public office.

19.06 General Leave

The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing.

19.07 Maternity Leave

Shall be granted in accordance with the Employment Standards Act and the Employment Insurance Act.

ARTICLE 20 PAYMENT OF WAGES AND ALLOWANCES

20.01 Payment of Wages

The Employer shall pay salaries and wages in accordance with Schedule "A" attached hereto and forming part of this Agreement. A bi-weekly payroll system shall be established. Each employee shall be paid every two weeks and shall be provided with an itemized statement of his/her earnings and deductions. At the date this Agreement is ratified the pay days will be changed to payment of wages one week after the set cut off date (in order to accommodate the staff with the change in the pay cycle the employee may request banked time payment or annual leave payment).

20.02 Vacation Pay

At their request employees shall receive on the last office day preceding commencement of their annual vacation, any cheques which may fall due during the period of their vacation.

20.03 Use of Automobile

In the event an employee travels out of town on authorized employer-related business or seminars, or uses his/her automobile for the business purposes of the employer, he/she shall be paid based on the Employer's remuneration policy and rates set for the use of the employee's personal automobile for such purposes.

20.04 Meal Allowance

When an employee is required to be out of town, the Employer shall pay a meal allowance at the following rates - Breakfast - \$15.00, Lunch - \$20.00,

Dinner - \$25.00, or if an employee is away for a full day - \$60.00.

ARTICLE 21 JOB CLASSIFICATION AND RECLASSIFICATIONS

21.01 Job Description

There shall be a Joint Committee formed to draw up job descriptions for all classifications covered by this Agreement. The said job descriptions shall be referenced by council policy. A point system shall be established to identify the qualification requirements for each job description. Those employees in the current job shall be red or green circled at their current rate of pay. Any new employee will be paid accordingly to the pay rate and job description they are hired for.

21.02 Changes in Classification

When a position not covered by Schedule "A" is established, or when an existing category is significantly changed, the rate of pay and description shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree as to the description and/or rate of pay of the job in question, such dispute shall be submitted to arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

21.03 Joint Committee – Classification Issues

The Employer and the Union agree to establish a Joint Committee consisting of not more than three (3) representatives from each party to review job classification issues. The primary purpose of the Committee shall be for each party to gain a better appreciation of the duties and job descriptions. The Committee shall meet periodically during 2008 and 2009 throughout this process.

ARTICLE 22 SAFETY

22.01 The Union and the Employer shall co-operate in continuing and perfecting the safety measures now in effect.

22.02 The safety committee shall be established and composed of equal representatives appointed by the Employer and the Union.

22.03 The safety committee shall hold meetings as mutually agreed and all unsafe

22.04 or dangerous conditions shall be taken up and dealt with at such meetings. Minutes of all safety committee meetings shall be kept and copies of such minutes shall be sent to the Employer and the Union, and posted on all bulletin boards.

ARTICLE 23 BENEFITS

23.01 All regular full time employees upon completion of probationary period (8.02 a) shall receive the following benefits:

(a) Medical Plan

The premiums for the B.C. Medical Plan shall be 100% paid for by the Employer.

(b) Group Life Insurance and A.D. & D.

The premiums for the Group Life Insurance and A.D. & D. shall be 100% paid for by the Employer. The policy shall be:

2X gross annual salary with a \$25,000 minimum.

(c) Extended Health Benefits

i) The premium for the Extended Health Benefits shall be 100% paid for by the Employer.

ii) Effective January 1, 2004, the eyeglass option shall be \$350.00 every two (2) years.

iii) Full cost of eye examination every two years.

(d) Dental Plan

The premiums for the Dental Plan shall be 100% paid for by the Employer. The Plan shall include:

Plan A 100%

Plan B 50%

Plan C 50% - \$2,000 lifetime limit.

(e) Regular Part-time Employees in Lieu of Benefits

Regular part-time employees shall receive in addition to their wages, 12% in lieu of the following benefits:

- Vacations (Article 17)
- Sick Leave (Article 18)
- Benefits (Article 23.01 a, b, c, d)

23.02 Pension Plan

The terms of the existing Pension Plan by this reference are incorporated into the Collective Agreement.

The employees shall pay the equivalent to that required by the Municipal Pension Plan for the employee share and the employer share shall be matched by the Employer only on base salary (excluding Standby, Overtime, Vacation payout and banked time payout) as per the Municipal Pension Regulations to the equivalent amount of the Employer share for the District of Clearwater's Municipal Pension Plan (on the yearly maximum pensionable earnings). Employees initially employed by the ~~Clearwater Improvement District~~ ^{May} and currently employed by the District of Clearwater have a designated plan. However, newly hired employees that are eligible will be required to sign up to the District of Clearwater's Municipal Pension Plan.

ARTICLE 24 GENERAL CONDITIONS

24.01 Proper Accommodation

Where possible, proper accommodation for a lunch room shall be provided to the employees to take their meals breaks.

24.02 Bulletin Boards

The Employer shall provide bulletin boards in suitable locations upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

24.03 Strike at the Employer's Premises

In the event of any other employees engaging in a legal strike and placing or maintaining pickets at the Employer's premises, then any refusal to work

or failure to cross such picket line by members of this Union shall not be considered a violation of this Agreement but will result in loss of pay. However, essential services shall be maintained.

24.04 Instructional Courses

The Employer agrees to pay the full cost of any course of instruction required and approved by the Employer for any employee to better qualify that employee to perform his /her job. Such payment shall be made upon successful completion of the course.

All existing employees who hold a flagging certificate, and all future employees required to hold a flagging certificate shall have the cost of the flagging course paid for by the Employer.

24.05 Tools

The maintenance employees will supply the basic tools listed below. Should any tool be lost or damaged the Employer agrees to provide a replacement tool of equivalent make and value within seven (7) working days.

- 1/4", 1/2" and 3/8" socket sets
- set of combination wrenches
- assorted pliers
- assorted screwdrivers
- hammer
- measuring tape
- hack saw
- tool box

24.06 Clothing

All Employer paid/supplied clothing or allowance shall be used for work for the Employer only. Replacement clothing shall be provided at the discretion of the Employer. The Employer shall supply coveralls approved by the Employer, raingear, gloves and a yearly \$250.00 boot allowance to outside employees. Up to two (2) pair of prescription eyeglasses shall be provided to outside staff with the approval of the Administrator.

24.07 The Employer will comply with Worksafe BC regulations regarding hearing tests.

ARTICLE 25 GENERAL

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

ARTICLE 26 TECHNOLOGICAL CHANGE

26.01 The parties agree to be bound by the standards set out in the attached Appendix 1.

ARTICLE 27 TERM OF AGREEMENT

27.01 This Agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from and after the first (1st) day of January 2008 and up to and including the 31st day of December 2011, and thereafter unless either party to this Agreement gives notice to commence collective bargaining in accordance with the Labour Relations Code. During the period of collective bargaining, this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed these presents on the 2nd day of June 2009.

SIGNED ON BEHALF OF THE
DISTRICT OF CLEARWATER

J Hadford
(Administrator)

Leslie Gouly

SIGNED ON BEHALF OF
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2587:

[Signature]
(President)

A. Kurm
Representative

SCHEDULE "A"

	Jan.1 2008	Jan.1 2009	Jan.1 2010	Jan.1 2011
	3%	3%	3%	3%
<u>OUTSIDE WORKERS</u>				
Maintenance Foreman	26.86	27.67	28.50	29.35
Maintenance Worker	24.61	25.34	26.11	26.89
Intermittent Help*	16.86	17.37	17.89	18.42
<u>INSIDE WORKERS</u>				
Administrative Clerk	22.99	23.68	24.39	25.12
MV/ICBC Clerk 4	22.34	23.01	23.70	24.41
Accounting Clerk 4	21.68	22.33	23.00	23.69
Clerk 4	21.68	22.33	23.00	23.69
Accounting Clerk 3	21.06	21.70	22.35	23.02
Clerk 3	21.06	21.70	22.35	23.02
MV/ICBC Clerk 2	19.33	19.91	20.51	21.12
Accounting Clerk 2	19.33	19.91	20.51	21.12
Clerk Trainee	18.78	19.34	19.92	20.52
Custodian**	18.70	19.26	19.84	20.43

Student rate - as per the granting agency plus 4% vacation pay.

* Inclusive of holiday pay and vacation pay.

**Custodial rate includes 15% in lieu of benefits.

LETTER OF UNDERSTANDING

BETWEEN:

THE DISTRICT OF CLEARWATER

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2587

RE: VOLUNTEERS/COMMUNITY WORKERS/JOB SECURITY

In recognition of the Employer's commitment to the District to maintain the historical level of service and community involvement; and in recognition of the Union's concern for their members' job security, the following shall apply:

1. No regular employee shall be laid off as a result of contracting or subcontracting bargaining unit work;
2. Subject to paragraph 3 below, a person not covered by the agreement shall not perform work that is normally performed by employees in the bargaining unit;
3. In recognition of the fact that the Employer historically has utilized persons who are not in the bargaining unit to do bargaining unit work, the Union agrees that it will not invoke the provisions of paragraph 2 provided the Employer agrees that it will not utilize such persons if it results in:
 - (a) layoff, or
 - (b) continuance of layoff, or
 - (c) a reduction in normal hours of a full time employee.
4. Persons not in the bargaining unit will not replace any employees who may have quit, been terminated or retired.

SIGNED THIS 2nd DAY OF June, 2009.

SIGNED ON BEHALF OF THE
DISTRICT OF CLEARWATER

SIGNED ON BEHALF OF
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2587

Representative

LETTER OF AGREEMENT

BETWEEN

THE DISTRICT OF CLEARWATER
AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2587

In an attempt to resolve and clarify several concerns, the parties agree as follows:

1. Employee Status

- (a) When an employee's status changes from part time to full time, his/her part time seniority will be recalculated based on full time seniority equivalency and vacation will be earned pursuant to Article 17 based on that full time equivalency.
- (b) When a full time employee changes from full time to part time status, the employee's full time vacation entitlement will be paid out to the employee and will be considered as part time thereafter.

Signed this *2nd* day of *June* 2009.

SIGNED ON BEHALF OF THE
DISTRICT OF CLEARWATER

Stadford
Jessie Gould

SIGNED ON BEHALF OF
CUPE LOCAL 2587

[Signature]
A. Kurm

LETTER OF UNDERSTANDING

BETWEEN

THE DISTRICT OF CLEARWATER

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2587

RE: Medical or Illness in the family

In case of a medical appointment or illness of an immediate member of the family of an employee where no one at home, other than the employee, can provide for the needs of the ill person, the employee shall be entitled after notifying his/her supervisor to use a maximum of three (3) accumulated sick leave days per illness for this purpose, to a maximum of three (3) days per year. Proof of illness may be required. This leave is to be deducted from the employee's sick bank."

SIGNED THIS 2nd DAY OF June, 2009.

SIGNED ON BEHALF OF THE
DISTRICT OF CLEARWATER

J Hadford
Justie Groulx

SIGNED ON BEHALF OF
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2587

[Signature]
A. Kuum
Representative

LETTER OF AGREEMENT

BETWEEN

THE DISTRICT OF CLEARWATER

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2587

RE: SICK LEAVE - UNUSED DAYS

Employees may accumulate unused sick leave days to a maximum of one hundred and fifty (150) days. Heather Wurm and Margaret Anne Proulx were close to the maximum and will be grandfathered in at one hundred and eighty (180) days.

SIGNED THIS 2nd DAY OF June, 2009.

SIGNED ON BEHALF OF THE
DISTRICT OF CLEARWATER

J Hadford
Jessie Proulx

SIGNED ON BEHALF OF
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2587

[Signature]

H. Wurm
Representative

APPENDIX I

Adjustment Plan

- (1) If the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom a Collective Agreement applies.
 - (a) the Employer shall give notice to the Union that is party to the Collective Agreement at least 60 days before the date on which the measure, policy, practice or change is to be effected, and
 - (b) after notice has been given, the Employer and Union shall meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting any of the following:
 - (i) consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the Collective Agreement;
 - (ii) human resource planning and employee counselling and retraining;
 - (iii) notice of termination;
 - (iv) severance pay;
 - (v) entitlement to pension and other benefits including early retirement benefits; as allowed in the employee's pension plan;
 - (vi) a bipartite process for overseeing the implementation of the adjustment plan.
- (2) If, after meeting in accordance with subsection (1), the parties have agreed to an adjustment plan, it is enforceable as if it were part of the Collective Agreement between the Employer and the trade union.

May 13, 2009

Without Prejudice &
Without Precedent

District of Clearwater
132 Station Road
PO Box 157
Clearwater B.C. V0E 1N0

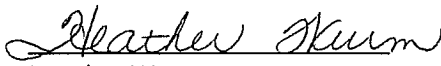
Attention: Ms. Leslie Groulx

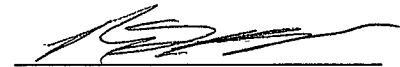
Dear Leslie,

On behalf of CUPE 2587 the union is in agreement with the following occurring on a one time without prejudice or precedent basis in regards to the custodian's position which includes caretaking of the Capostinsky Park (ball diamond tournaments) for opening, closing and general clean up. The custodian holding the posted position will be taking May 15, 16, & 17, 2009 tournament weekend off.

Members of CUPE Local 2587 have been approached and are not available to fill in during this time for the position. As there is no one available, CUPE 2587 and the Employer agree to fill this position for May 15, 16 & 17, 2009 with Warren Hofer.

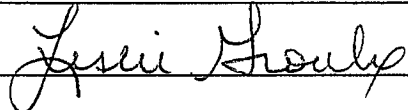
Sincerely,


Heather Wurm


Rob Griffiths

SIGNED ON: May 15, 2009

CUPE REPRESENTATIVE SIGNATURE: 

DISTRICT OF CLEARWATER REPRESENTATIVE SIGNATURE: 

Copy: Tom O'Leary

RG/hw

COPE*491

LETTER OF UNDERSTANDING
BETWEEN
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2587
AND
The DISTRICT OF CLEARWATER
Hydrant Installation and Maintenance 2009

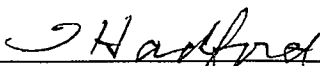
The parties to the current Collective Agreement agree to the following on a without prejudice and without precedent basis:

Currently the District of Clearwater does not have the workforce in public works to perform immediate hydrant maintenance and installation which must be done for insurance purposes. In light of this the Union and the Employer agree on this one time only basis to have the work contracted out for the current 2009 construction season. The intent is not to have this work contracted out on an ongoing basis but rather on this one time only basis because the District has not reached its necessary complement of public works staff or the acquisition of transitions public services such as roads and highway maintenance as a result of incorporation.


In order to provide the hydrant services for this season as soon as possible, the parties agree to contract the hydrant installation and maintenance as needed for this season only. No current employee shall suffer a reduction in hours or lose employment as a result of contacting out this work. Finally the employer recognizes that this project and work is bargaining unit work and but for this extraordinary situation and the agreement of the union the work would not be contracted out.

Signed this 15th day of May 2009.

SIGNED ON BEHALF OF THE
DISTRICT OF CLEARWATER




Isabel Hadford, CAO



Jessie Groulx
COPE*491

SIGNED ON BEHALF OF
CUPE Local 2587



President



Rob Griffith
Representative