



COLLECTIVE AGREEMENT

BETWEEN

REGIONAL DISTRICT OF EAST KOOTENAY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 2106

JANUARY 1, 2010 TO DECEMBER 31, 2012

COLLECTIVE AGREEMENT

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DEFINITIONS

0.01 The following terms shall have the following meanings in this Agreement:

Common Law employee status shall mean an employee who has co-habitated with another person (including a member of the same sex) in a conjugal relationship for a continuous period of at least one (1) year.

Employee shall mean a person who is an “Employee” as defined in the *Labour Relations Code of BC*.

Familiarization Period shall mean the three (3) month period of time afforded to a regular employee who exercises their right to bump during a lay-off. The familiarization period is not a training period, but the period of time for the employee to familiarize themselves with the routine and requirements of the position to which they have bumped.

Probationary Employee shall mean a person hired to work on a regular and ongoing basis and who is presently serving his initial probationary period to determine suitability for employment as a regular employee. The probationary period may, at the discretion of Management, be extended up to three (3) calendar months. For clarification, the probation period is the initial six (6) month period of time that a newly hired regular employee serves when first hired.

Regular Employee shall mean an employee, full or part-time, who has successfully completed the probationary period and is confirmed in a permanent position.

Temporary Employee shall mean an employee, full or part-time who is employed for a specified term not to exceed six (6) calendar months in a calendar year. The specified term may be extended by mutual agreement in writing between the parties. For the purpose of clarification, the six (6) calendar months in a given year does not apply to a temporary employee who is employed to relieve a regular employee on pregnancy or parental leave.

It is not the intention of the Employer to employ a temporary employee instead of employing a permanent employee. Temporary employees are primarily relief employees and may be employed to work full shifts or part shifts on an as/and when needed basis in capacities such as: sickness relief, vacation relief, leave of absence relief, temporary workload relief. It is agreed that the use of temporary employees will not result in a lay-off, nor a reduction of the regular hours of work, nor a loss of normally scheduled straight time wages, nor reduce access to overtime work of regular full-time or part-time employees.

Trial Period shall mean the six (6) month time period afforded to a regular employee who is the successful applicant for a job posting (see Article 8).

0.02 Whenever the singular or masculine is used in this Agreement, it shall be deemed to mean the plural or feminine where the context so requires it.

ARTICLE 1 – RECOGNITION OF THE UNION

Section 1 - Sole Bargaining Agency

1.01 The Employer, or anyone authorized to act for it, recognizes the Union as the sole bargaining agency for all employees of the Employer covered by this Agreement. The Employer consents and agrees to negotiate with the Union concerning any and all matters affecting the relationship between the Employer and its employees in the bargaining unit pertaining to rates of pay, hours of work, and all other working conditions, as long as the Union retains its right to conduct collective bargaining on behalf of the employees of the Employer under provisions of the *Labour Relations Code of BC*.

1.02 No Other Agreement

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his representative, which may conflict with the terms of this Collective Agreement. The Employer shall not bargain with or enter into any Agreement with an employee or group of employees in the Bargaining Unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union.

(1) Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Chief Administrative Officer and the President of the Union.

Section 2 - Union Shops

1.03 All employees of the Employer as designated under the *Labour Relations Code of BC* as a condition of continued employment, shall become and remain members in good standing of the Union according to the Constitution and Bylaws of the Union. All new employees shall as a condition of continued employment, become and remain members of good standing in the Union within thirty (30) days of employment.

1.04 The Employer agrees that all employees, presently members of the Union or who shall hereinafter become members of the Union, shall as a condition of employment remain members of the Union during the life of this Agreement.

Section 3 – Union Check-Off and Induction

- 1.05 The Employer shall deduct from every employee referred to in Clause 1.03, Union dues, fees, and general assessments levied by the Union of its members. The Union will provide a standard authorization form for such deductions. As a condition of employment, all employees covered by the Union Certificate of Bargaining Authority shall pay a bi-weekly fee to the Union equal to the Union's bi-weekly dues. This deduction shall be made by the employer and submitted to the Union every two (2) weeks.
- 1.06 Deductions shall be accompanied by a complete list of all employees from whose wages the deductions have been made together with the amounts and the hours worked in each case.

Section 4 - No Discrimination

- 1.07 (1) The Employer agrees that there shall be no intimidation or discrimination against any member of the Union because of his activities as a member of the Union, and the Union agrees that there shall be no intimidation or discrimination against any employee of the Employer, and further the Employer shall comply in all respects to those provisions spelled out in the *Human Rights Code of BC*.

(2) Sexual/Personal Harassment

The Employer and the Union recognize the right of all employees to work in an environment free from sexual and personal harassment. Any complaint alleging sexual or personal harassment shall be treated seriously and in strict confidence and may be addressed through the grievance procedure.

Sexual harassment shall be defined as any sexually oriented practice that undermines an employee's health or job practice, or endangers an employee's employment status or potential. Cases of sexual harassment shall be considered as discrimination and eligible to be processed as a grievance. Personal harassment shall be defined as repeated, intentional, offensive comments or actions deliberately designed to demean and belittle an individual or cause personal humiliation. Cases of personal harassment shall be considered as discrimination and eligible to be processed as a grievance.

Section 5 – Managerial Exclusions

- 1.08 It is agreed that the following positions shall be excluded from the terms of this Agreement:
- Chief Administrative Officer/Corporate Officer
 - Chief Financial Officer
 - Communications Manager
 - Community Services Manager
 - Deputy Chief Financial Officer
 - Deputy Fire Chief
 - Engineering Services Manager
 - Environmental Services Manager
 - Executive Assistant
 - Fire Chief
 - Human Resources Manager
 - Manager of Building & Protective Services
 - Manager of Planning & Development Services
 - Parks Foreman
 - Solid Waste Superintendent

Section 6 – Union Steward

- 1.09 The Employer agrees that the Union shall have the right to appoint or elect a Union Steward.

In representing an employee or group of employees, an elected or appointed representative of the Union shall be the Spokesman. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

- 1.10 A Union representative (Union Steward) shall be provided the opportunity of interviewing a new employee within regular working hours, without loss of pay for a maximum period of 30 minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties for Union membership and his responsibilities and obligations to the Employer and the Union.

Section 7 – Union Steward – Union Time Off

- 1.11 Upon application to and receiving the permission of the Human Resources Manager in each specific case, time spent in investigation and the settling of disputes by the Union Steward shall be considered as time worked provided the Union Steward signs a statement or form which sets out the purpose and such time is recorded. The Union agrees to forward to the Employer the name of the Steward.

Section 8 – Access to Personnel Files

1.12 An employee shall have the right, subject to reasonable notice, to have access to and review his personnel record.

No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing. An employee shall have the right to make copies of any material contained in his personnel record.

Section 9 – Right of Representation

- 1.13 (1) The Union or any member shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees or any other advisor when dealing or negotiating with the Employer upon notifying the Employer's representative responsible for the work area.
- (2) Such representative or advisor shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement, subject to the representative or advisor notifying the Employer and receiving the Employer's approval.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.01 The Union recognizes the right of the Employer to operate and manage its business, and to make and alter from time to time rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with this Agreement. Nothing in this Agreement shall be interpreted as interfering in any way with the Employer's right to extend, limit, curtail, or shut down its operations, or any part of its operations, when, in its sole discretion, the Employer may consider it advisable so to do. The Employer shall always have the right to hire, discipline, demote and discharge employees for just cause. The Employer shall exercise its rights in accordance with the terms of this Agreement in a fair and equitable manner.
- 2.02 Any rights of management, which are not specifically mentioned in this Agreement and are not contrary to its intention, shall continue in full force and effect for the duration of this Contract.

ARTICLE 3 – TECHNOLOGICAL CHANGE, AUTOMATION, AND OTHER CHANGES

Section 1 – Notice of Displacement

- 3.01 The Employer will give to the Union, in writing, at least ninety (90) days notice of any intended technological change that:
- (1) affects the terms and conditions or security of employment of a significant number of employees to whom this Collective Agreement applies, and
 - (2) alters significantly the basis upon which the Collective Agreement applies.

Section 2 – Technological Displacement

- 3.02 During the term of this Agreement any disputes arising in relation to adjustments to technological change shall be discussed between the bargaining representatives of the two (2) parties to the Collective Agreement.
- 3.03 Where the Employer introduces or intends to introduce a technological change that:
- (1) affects the terms and conditions, or security of employment of a significant number of employees to whom this Collective Agreement applies; and
 - (2) alters significantly the basis upon which the Collective Agreement was negotiated, either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an Arbitration Board pursuant to Article 5 of this Collective Agreement, by-passing all other steps in the grievance procedure.
- 3.04 The Arbitration Board shall decide whether or not the Employer has introduced or intends to introduce a technological change, and upon deciding that, the Arbitration Board:
- (1) shall inform the Minister of Labour of its findings; and
 - (2) may then or later make any one or more of the following orders:
 - (a) that the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;
 - (b) that the Employer will not proceed with the technological change for such period, not exceeding ninety 90 days, as the Arbitration Board considers appropriate;
 - (c) that the Employer reinstate any employee displaced by reasons of technological change;
 - (d) that the Employer pay to that employee such compensation in respect of his displacement as the Arbitration Board considers reasonable;
 - (e) that the matter be referred to the Labour Relations Board (under Section 98 of the *Labour Relations Code of BC*).

Section 3 – Other Changes

3.05 If the Regional District is disbanded the Union and the Employer will make every reasonable effort to try and ensure the re-employment of redundant employees.

ARTICLE 4 – DISCUSSION OF DIFFERENCES

Section 1 – Union/Management Meetings

- 4.01 A Labour Management Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public and job security of the employees.
- 4.02 The Committee shall concern itself with the following general matters:
- (1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
 - (2) Improving and extending services to the public.
 - (3) Promoting safety and sanitary practices.
 - (4) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
 - (5) Correcting conditions causing grievances and misunderstandings.
- 4.03 The Committee shall meet at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.
- 4.04 A representative of the Employer and a Union representative shall be designated as joint Chairpersons and shall alternate in presiding over meetings.
- 4.05 Minutes of each meeting of the Committee shall be prepared and signed by the joint Chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE representative and the Employer shall each receive two (2) signed copies of the minutes within three (3) days following the meeting.
- 4.06 The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.
- The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussion. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.
- 4.07 The Committee will only meet to discuss the matters that have first been presented to the respective department heads and subsequently through the Chief Administrative Officer's office and not satisfactorily resolved.

ARTICLE 5 – GRIEVANCE PROCEDURE

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement. In the event that any difference arises between the parties out of the interpretation, application, operation or any alleged violation of this Agreement, including any difference arising from the suspension or dismissal of any employee and including any question or difference as to whether the matter is arbitrable, such question or difference shall be finally and conclusively settled without stoppage of work in the following manner.

Section 1 – Grievance Procedure Steps

5.01 Step 1

The individual employee or employees concerned, with or without his Union Steward or Union General Grievance Committee member (at the employee's option), shall first discuss and endeavour to settle the dispute with his immediate Supervisor within twenty-five (25) days of the occurrence of the grievance. Should a settlement not be agreed upon at this stage, then:

5.02 Step 2

The grievance shall be reduced to writing, signed by the employee and/or the Union Steward and/or member of the Union General Grievance Committee and shall be presented to the Department Head. Within seven (7) days after its submission to the Department Head, the employee or employees concerned shall, with his Union Steward and his Union Representative as identified in 5.01 Step 1 above, meet with the Department Head to discuss and endeavour to settle the grievance. Failing a satisfactory settlement at this stage, then:

5.03 Step 3

The grievance shall be a matter of discussion between the employee or employees concerned and their Union Representatives as identified in Step 1 and Step 2, and the Chief Administrative Officer. Failing to reach a satisfactory settlement of the grievance within five (5) days after its submission to the Employer's Representative as indicated above, then:

5.04 Step 4

A meeting of the Committee on Labour Relations/Grievances of the Employer and the Union General Grievance Committee of the Union shall meet within five (5) days of a written request for such a meeting to discuss and endeavour to settle the grievance. Failing to reach a satisfactory settlement of the dispute within twenty-five (25) days after such meeting has taken place, then the dispute shall be referred to arbitration as provided in Article 6.

5.05 Time Limits

The time limits in the above Article may be varied and/or extended only by mutual agreement between the parties.

Section 2 – Policy Grievance

5.06 Any question of a general application or any dispute regarding the interpretation of or violation of this Agreement shall be discussed by the Committee on Labour Relations/Grievances and the Union General Grievance Committee in an attempt to settle the matter. Failing a satisfactory settlement within five (5) days of its submission and/or discussion, the Employer shall have the right upon giving five (5) days notice in writing to the Union, to refer the dispute to an Arbitration Board in accordance with Article 6.

Section 3 – Days

5.07 Wherever the word “days” is used in this Article with reference to length of time, it shall mean “working days” unless otherwise specified.

ARTICLE 6 – ARBITRATION

Section 1 – Composition of Board

- 6.01 Should the Committee on Labour Relations/Grievances and the Union General Grievance Committee fail to settle any difference, grievance or dispute whatsoever arising between the Employer and the Union, or the employee concerned, such difference, grievance or dispute shall be referred to an Arbitration Board consisting of three (3) members.
- 6.02 One member is to be appointed by the Committee on Labour Relations/Grievances, one by the Union and the third shall be the Chairperson of the Arbitration Board, as chosen by the two (2) thus appointed, or failing such appointment within two (2) weeks after either party has given notice to the other requiring that such appointment be made, by the Minister of Labour for the Province of British Columbia, upon the application of either party. The decision of the said arbitrators, or any two (2) of them, made in writing in regard to any difference or differences shall be final and binding upon the Employer, the Union and the employee concerned.

Section 2 – Expenses of Arbitration Board

- 6.03 Each party shall bear the expense of the arbitrator appointed by such party, and shall pay one half (½) of the expenses of the Chairperson.

Section 3 – Authority of Arbitration Board

- 6.04 The Arbitration Board shall have the power to settle the terms of the question to be arbitrated.

Section 4 – Single Arbitrator

- 6.05 Notwithstanding the above, the parties may by mutual agreement, refer the dispute to a single arbitrator, with each party paying one half (½) of the costs of such single arbitrator. The single arbitrator shall have the same powers as an Arbitration Board. Failing agreement to the appointment of a single arbitrator, the dispute shall be referred to a three (3) person Board as per Clause 6.02 of this Agreement.
- 6.06 Throughout the grievance arbitration procedure no grievance shall be deemed invalid by reason of defect in form, technical irregularity or procedural error and the Board of arbitration or single arbitrator shall have the power to relieve against such conditions on such terms as may be just and reasonable.

ARTICLE 7 – SENIORITY

Section 1 – Calculation of Seniority, Probationary Period

- 7.01 Seniority shall be defined as the length of service with the Employer in the bargaining unit except that credit shall be given for all continuous service prior to certification of the bargaining unit. Seniority shall operate on a bargaining unit-wide basis.
- 7.02 Upon completion of the six (6) month probationary period an employee's seniority shall be effective from the original date of employment. During the probationary period, the employee shall be entitled to all rights and benefits of the Collective Agreement as per Clause 14.01 of this Agreement.

Section 2 – Promotion and Transfer

- 7.03 The employer agrees that in making staff changes, transfers, or promotions, appointment shall be made of the applicant having the required qualifications and ability to do the job. Where more than one (1) employee in the bargaining unit applies for the same position, the most senior applicant shall be awarded the position provided the employee possesses the qualifications and ability to do the job. The Employer shall determine qualifications and ability in a fair and equitable manner.

Section 3 – Transfer

- 7.04 An employee who leaves the bargaining unit to fill an excluded position on a permanent basis and who returns to the bargaining unit within a six (6) month period shall be credited only with seniority accumulated prior to leaving the bargaining unit. However, bargaining unit seniority shall continue to accrue when a bargaining unit employee fills a temporary excluded vacancy for Pregnancy Leave, Parental Leave, General Leave of Absence or Long Term Disability. The employer shall deduct from these employees any dues, fees or assessments levied by the Union on its members and based on the wage rate of the position vacated by the employee at the time of transfer. No employee shall be transferred to a position outside the bargaining unit without his consent.

Section 4 – Reduction in Work Force/Lay-Offs and Recall

- 7.05 **Lay-off** - A lay-off shall be defined as a temporary cessation of active regular employment in accordance with Clause 7.07 or a reduction in the full time hours of work of a regular employee as defined in this Agreement. If a reduction of office staff is necessary, the following procedure shall be adopted:

The employee with the least amount of seniority in a job classification will be the first laid off from that job. That employee may in turn displace an employee with less seniority in the same or lower salary grade provided that the displacing employee has the qualifications to satisfactorily perform the job. Employees who are displaced from their jobs as a result of such a bump-back procedure, may themselves move back and displace employees having less seniority than themselves in the same or lower salary grade provided such employees

- have the necessary qualifications as specified in the job description. The Employer shall determine whether employees have the necessary qualifications in a fair and equitable manner. An employee who exercises their right to bump shall be granted a familiarization period of three (3) calendar months.
- 7.06 Unless legislation is more favourable to the employee, the Employer shall notify all regular employees who are to be laid off ten (10) working days prior to the effective date of lay-off. Upon completion of three (3) years service of employment, the amount of notice or pay in lieu is increased to three (3) weeks and an additional week of notice or pay in lieu is added for each additional year of employment up to eight (8) years. The maximum requirement is eight (8) weeks of written notice or pay in lieu upon completion of eight (8) or more years of employment.
- 7.07 Any regular employee with six (6) months or more service who is laid off shall be placed on a recall list for a period of eighteen (18) months.
- 7.08 The Employer agrees to pay the full coverage for all employee benefit plans for employees laid off for periods of less than three (3) months. In the event of a longer lay-off, employees so affected shall have the right to continue this coverage through direct payments.
- 7.09 It shall be the responsibility of an employee who has been laid off to notify the Employer of their current telephone number, residential address, and postal address. The Employer shall attempt to contact a laid off employee at the telephone number or residential address so provided, to instruct the employee of the date and time to report for work. Failing personal contact, the Employer shall send a registered letter to the employee's most recent postal address provided by the employee. The employee must respond to such notice within five (5) days of receiving it or lose rights of seniority and recall; however, an employee who is prevented from responding to a recall notice because of illness or other reasons beyond the employee's control shall not lose rights thereby but such employee may be by-passed for the position available. An employee by-passed as provided above will remain on the recall list for the remaining recall period.

Section 5 – Seniority List

- 7.10 The Employer shall maintain an up-to-date seniority list of all bargaining unit employees. An up-to-date seniority list shall be sent to the Treasurer of the Union upon written request from the Union.

Section 6 – Relieving in Higher and Lower Positions

- 7.11 (1) Employees relieving another employee being paid a higher rate of pay shall be paid in accordance with the following table:

Status of Relieving Employee	Status of Employee Being Relieved	Pay Scale
Regular	Regular	B
Regular	Probationary	A
Probationary	Regular or Probationary	A
Temporary	Regular or Probationary	A

Except that if Scale A is lower than or the same as the relieving employee's regular rate of pay, then Scale B shall be paid.

- (2) When a union employee is required to temporarily relieve in a non-union position, he shall receive seventy-five percent (75%) to ninety percent (90%) of the incumbent's current wage based on experience of the relief employee and the duties that will be undertaken during the relief period. The final decision on the percentage to be applied shall rest with the Chief Administrative Officer.
- (3) The absence of a non-union employee/department head due to vacation does not automatically mean that a temporary relief position is required. Temporary relief in non-union positions is only created when an employee is required to perform the principal duties of a non-union position.
- (4) For the purpose of this section, appointments of employees to a higher paid position must be authorized in writing by the Manager of the Department and the Chief Administrative Officer.
- 7.12 When an employee is assigned to a position paying a lower rate, his rate shall not be reduced.

Section 7 – Discharge and Termination

- 7.13 The Employer shall have the right to discipline and discharge an employee for just cause.
- 7.14 If upon joint investigation by the Union and the Employer or by decision of an arbitration pursuant to the terms of this Agreement, it shall be found that an employee has been unjustly discharged or suspended, the affected employee shall be, subject to the award of such arbitration or pursuant to the mutual findings of the Union and the Employer, reinstated to his former position without any loss of seniority or rank. Compensation for lost salary shall be as mutually agreed between the Employer and the Union or as decided by arbitration.

- 7.15 Whenever the Employer or his authorized agent deems it necessary to censure an employee, in a manner indicating that dismissal may follow any further infraction, or may follow if such employee fails to bring his work up to a required standard by a given date, the Employer shall, within ten (10) days thereafter, give written particulars of such censure to the President of the Union, with a copy to the employee involved.

Section 8 – Loss of and/or Continuing Seniority

- 7.16 No seniority shall accrue for short terms of temporary work except that a temporary employee who attains regular status shall have seniority credited from the last date of entry as an employee of the Employer as provided in Article 7 Clause 7.02.
- 7.17 Except as provided in Clause 7.04, an employee who leaves the bargaining unit and subsequently returns will be considered a new employee from the date of re-entering the unit for the purpose of determining seniority credit.
- 7.18 An employee on approved leave of absence without pay will accrue seniority to a maximum of ninety (90) calendar days.
- 7.19 An employee on leave of absence on Union business (under Article 9 Clause 9.03), or on sick leave or extended sick leave (under Article 13 Clauses 13.01 and 13.05) will continue to accrue seniority.
- 7.20 An employee laid off and placed on the recall list under Article 7 Clause 7.07 will retain and continue to accumulate seniority during the period of lay-off.
- 7.21 Subject to provisions contained in this Agreement, an employee shall not lose seniority rights and will, except as otherwise provided in this Agreement, continue to accrue seniority if he is absent from work because of sickness, accidents, lay-off or approved leave of absence. An employee shall only lose seniority in the event:
- (1) He is discharged for just cause and not reinstated.
 - (2) He resigns in writing and does not withdraw his resignation within two (2) working days.
 - (3) He is absent from work in excess of five (5) working days without notifying the Employer, unless such notice was not reasonably possible.
 - (4) He fails to return to work following a lay-off within seven (7) calendar days of 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 current address.
 - (5) He is laid off for a period of eighteen (18) months or longer.

ARTICLE 8 – JOB DESCRIPTIONS, POSTINGS, VACANCIES AND APPOINTMENTS

Section 1 – Notice of New Positions

8.01 In the event the Employer shall establish any new Union position, the classification and wage of this new position shall be established by the Employer and written notice shall be given to the Union to negotiate and resolve the classification and wage rate. In the event the parties are unable to resolve the dispute, then it will be referred to arbitration pursuant to Article 6. The Employer shall prepare a new job description whenever a new position is created.

Section 2 – Job Postings

8.02 It is agreed and understood that where Union job vacancies exist or new Union positions are created, notice thereof will be posted on the Regional District bulletin boards and a copy mailed to the President of the Union, a period of five (5) working days before the appointment is made, such postings and notice to contain the following information: nature of position, required ability, wage rate or salary range. The Employer agrees to advise the President of the Union in writing of the name of the successful applicant.

Section 3 – Job Applications

8.03 No new employees shall be hired until such posting has elapsed and present regular employees have had the opportunity to apply for and been given due consideration for such vacated or created position. The Union shall receive copies of all such postings.

Section 4 – Trial Period

8.04 The successful applicant shall be given a trial period of six (6) calendar months during which time he shall be paid the Scale B rate for the position. In cases of promotion requiring higher qualifications than the employee possesses, the employee shall be paid the Scale A rate for the trial period. If such an employee is the successful applicant, he shall be paid the Scale B rate upon completion of the trial period. The trial period may be extended subject to the written agreement of both parties. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, he shall be returned to his former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his former position, wage or salary rate, without loss of seniority. During the trial period the successful applicant will receive the necessary training/familiarization for the position. The Employer shall notify the employee in writing of any dissatisfaction concerning his work throughout the trial period. This notification shall include particulars of work performance which led to such dissatisfaction.

Section 5 – Temporary Vacancies

- 8.05 (1) Where operational requirements permit, when filling temporary bargaining unit vacancies exceeding one (1) month duration, the Employer will consider applications from regular employees. In filling such temporary vacancies, the Employer shall appoint the applicant having the required qualifications and ability to do the job. Where more than one (1) employee in the bargaining unit applies for the same temporary vacancy, the most senior applicant shall be awarded the position provided the employee possesses the qualifications and ability to do the job. The Employer shall determine qualifications and ability in a fair and equitable manner.
- (2) Notice of temporary vacancies shall be posted on the Regional District bulletin boards for a minimum of three (3) working days before an appointment is made.
- (3) Where a regular employee is assigned to a temporary position, he shall be returned to his former position upon completion of the temporary term.

Section 6 – Job Descriptions

- 8.06 The Employer agrees to maintain up-to-date job descriptions for all positions for which the Union is bargaining agent.

Section 7 – Change in Classifications

- 8.07 The Employer shall prepare a new job description whenever a job is created or whenever the duties or responsibilities of an existing job substantially change.

Whenever the duties or responsibilities of a job are substantially changed by the Employer, the new rate of pay or classification shall be subject to negotiations between the Employer and the Union.

Whenever the Union, or the employee occupying that position, feels that a job is incorrectly classified, the pay is insufficient, or the duties and responsibilities in a job description require amendment, the following process will be used to negotiate and settle any differences with the Employer:

A new job description will be drafted, if required, and a justification for a review of the job's classification or salary will be prepared by the Union or the employee, whoever is requesting the reclassification.

The request for reclassification will first be delivered to and discussed with the Department Manager. The Department Manager will then forward the request along with his recommendation to the Human Resources Manager at which point it will be subject to negotiations between the Employer and the Union. The final decision regarding any change to a job description, salary or classification will rest with the Employer and will be made no

more than one hundred twenty (120) days after the Union or employee forwards the application for reclassification.

If the parties are unable to agree on the classification, change to job description or rate of pay, or a request for reclassification, then such dispute may be submitted to the grievance procedure for determination. The new rate shall become retroactive to the time the new position was first filled by the employee or the date of change in job duties, whichever comes first or as otherwise agreed to by both parties.

ARTICLE 9 – LEAVE OF ABSENCE

Section 1 – General Leave

9.01 (1) A regular employee desiring leave of absence for any reasons other than for Union conventions as provided for in Clause 9.03 or pregnancy and parental/adoption leave as provided for in Clause 13.10 may obtain such leave of absence for good and sufficient cause, for a maximum of one year, subject to receiving the approval of the Chief Administrative Officer. Such requests shall be submitted, in writing, to the Human Resources Manager, as follows:

- (a) for a leave of absence of up to six (6) months, at least ten (10) working days prior to the requested start date of the leave of absence; or
- (b) for a leave of absence greater than six (6) months, but not exceeding one (1) year, at least twenty (20) working days prior to the requested start date of the leave of absence.

In extenuating circumstances, the parties may agree to revise the time periods noted in (a) and (b) above. A request for an extension to the approved general leave of absence period must also be made in accordance with this Clause and the combined period of the original approved leave and the requested extension shall not exceed one (1) year.

(2) Where a regular employee is granted leave of absence under Clause 9.01(1), the following conditions will apply:

- (a) the leave will be without pay;
- (b) seniority will accrue in accordance with Clause 7.18;
- (c) statutory holidays will not be paid in accordance with Clause 11.01;
- (d) paid vacation entitlement will be reduced in accordance with Clause 11.05(4);
- (e) life insurance, accidental disablement, extended health, dental, and Medical Services Plan of BC benefit premiums will continue to be paid by the Employer for a maximum of three (3) months after which the employee shall have the right to continue this coverage through direct payments; and
- (f) no other group benefits will be available to the employee.

(3) Employees intending to return from general leave of absence prior to the date approved in the original request, must submit, to the Human Resources Manager, written notice of their intention to return to work. Such notice must be submitted at least fifteen (15) working days prior to the requested return-to-work date.

Section 2 – Union Business Leave

9.02 The Employer agrees to grant time off without pay during any working day to Officers of the Union for Union purposes, provided that such time shall not exceed a total of fourteen

(14) working hours in any one (1) month, and provided that the Officer of the Union has advised the Chief Administrative Officer of the Employer not less than twelve (12) hours in advance. A written list of the names of such Officers in the employ of the Employer shall be forwarded to the Employer for this purpose.

9.03 Leave of Absence – Union Conventions

- (1) The Employer agrees to grant leave of absence to any two (2) duly elected convention delegates at any one (1) time, without pay, for the business purposes of the Union up to a maximum of ten (10) working days per year, provided that at least four (4) weeks notice, in writing, is given to the Chief Administrative Officer and further, providing that two (2) employees from the same department shall not be given simultaneous leave.
- (2) It is agreed that for those employees who have been granted leave of absence without pay for the business purposes of the Union up to a maximum of ten (10) working days per year, that regular salary payments will continue and the amounts in question together with an added twenty percent (20%) to cover fringe benefits will be recovered from the Union.

Section 3 – Collective Bargaining Leave

9.04 Bargaining representatives in the employ of the Employer shall have the privilege of attending collective bargaining meetings, if negotiating for a new Agreement and if held during regular working hours, without loss of remuneration, whose number for the purposes of this section shall not exceed a total of two (2) employees at any one (1) time.

Section 4 – Bereavement Leave

9.05 A regular or probationary employee shall be granted up to three (3) working days off with pay, per occurrence, and without loss of seniority and benefits in the case of a death of a member of the employee's immediate family, that is

- spouse, common-law spouse
- child, common-law child, step-child, foster child, grandchild, common-law grandchild, step-grandchild
- parent, step-parent, grandparent, step-grandparent, parent-in-law, common-law parent-in-law, step parent-in-law, grandparent-in-law
- sister, step-sister, brother, step-brother, brother/sister-in-law, and common-law brother/sister-in-law.

Application for leave in excess of three (3) working days is to be made to the Chief Administrative Officer.

Section 5 – Jury/Court Leave

9.06 In the event an employee is required to perform Jury Duty on a day on which he would normally have worked, the employee will receive pay for such duty at his regular straight time hourly rate of pay for his regularly scheduled hours of work. It is understood that such payment shall not be for hours in excess of seven (7) hours per day or thirty-five (35) hours per week. The employee shall remit payment received from the Court for such Jury Duty to the Employer. The employee shall return to work if dismissed by the Court before 12:30 p.m.

Section 6 – Special Leave

9.07 A regular or probationary employee shall be allowed paid special leave as follows:

- Marriage of the employee – one (1) working day per calendar year to be taken the day of, or the working day immediately before or after, the day of marriage.
- Birth of an employee's child – one (1) working day to be taken the day of, or the working day immediately before or after, the day of the child's birth.
- Serious household or domestic emergency including illness in the immediate family requiring the care of a regular or probationary employee and when no one at the employee's home other than the employee can provide the care of the ill immediate family member. Immediate family member shall include
 - spouse, common-law spouse
 - child, common-law child, step-child, foster child, grandchild, common-law grandchild, step-grandchild
 - parent, step-parent, grandparent, parent-in-law, common-law parent-in-law, step parent-in-law, grandparent-in-law

where such immediate family member resides in the same dwelling as the employee – two (2) working days per calendar year.

Section 7 – Accommodation for Disabled Employees

9.08 Where an employee is unable, through injury or illness, to perform his normal duties, the Employer will attempt to provide the employee with other alternate suitable employment, up to the point of undue hardship, and in accordance with provincial and federal statutes and regulations. Within the terms of this Agreement, the Employer and Union will work towards a policy or an agreement to outline a return to work process.

ARTICLE 10 – HOURS OF WORK, OVERTIME, ON CALL/CALL-OUT, AND WAGES

Section 1 – Hours of Work

- 10.01 Except as noted in Clause 10.03, the basic work day for full time employees shall be seven (7) hours between the hours of 8:30 a.m. and 4:30 p.m. and the basic work week shall be thirty-five (35) hours, Monday to Friday inclusive. The basic work day for part-time employees shall be between the hours of 8:30 a.m. and 4:30 p.m. and the basic work week shall be up to a maximum of thirty-five (35) hours per week, Monday to Friday inclusive. The basic work day and work week for part-time employees may be varied subject to agreement in writing between the parties.
- 10.02 Except as noted in Clause 10.03, the regular work day for employees working out of the Cranbrook RDEK office shall be seven (7) hours from 8:30 a.m. to 4:30 p.m. with one hour off for lunch. The regular work day for employees working out of the Columbia Valley RDEK office shall be seven (7) hours from 8:30 a.m. to 12:00 p.m. and 1:00 p.m. to 4:30 p.m.
- 10.03 The regular work day for Chargehands, Operators and Labourers in the Engineering Services Department and Environmental Services Department shall be seven (7) hours from 8:30 a.m. to 4:00 p.m. with one-half (1/2) hour off for lunch.

Section 2 – Overtime

- 10.04 **Overtime Premiums** – All time worked before or after the regularly established working day or in excess of seven (7) hours per day, Monday to Friday shall be considered overtime and paid for at one and one-half (1½) times the employee's straight time rate. All overtime in excess of three (3) consecutive hours to be paid for at two (2) times the employee's straight time rate.
- 10.05 Time worked on Saturday shall be considered as overtime and paid at the rate of one and one-half (1½) times the employee's straight time rate for the first three (3) hours. Any time worked in excess of three (3) hours on a Saturday will be paid at the rate of two (2) times the employee's straight time rate. Time worked on Sundays shall be considered as overtime and paid at two (2) times the employee's straight time rate.
- 10.06 Employees may decline overtime on a seniority basis providing there are other employees available who, in the opinion of the Employer, are qualified to perform the work. In such cases, the junior employees cannot decline to work overtime.
- 10.07 Employees who work overtime may request time off in lieu of overtime pay, but such time off must be taken at a time mutually agreed upon with the Employer. Employees will be allowed to accumulate such overtime in an Overtime Bank, which must be cleared by December 31 of the calendar year in which the accumulated overtime was earned. If employees have failed to clear their accumulated overtime by December 31 of the calendar

year in which the accumulated overtime was earned, then the Employer will pay out all unused overtime to those employees so affected. The length of time off with pay for the purpose of this clause shall be equal to the straight time equivalent to the overtime earnings.

Section 3 – Overtime – Meal Period

10.08 An employee requested to work overtime beyond the regular work day and away from their regular place of employment (Cranbrook office or Columbia Valley office, as the case may be) shall be allowed a one (1) hour paid meal period at the applicable overtime rate of pay provided such overtime is in excess of two (2) consecutive hours of work. **Immediately upon final execution of this Agreement**, the one (1) hour meal period shall be paid at the applicable straight time rate of pay. The meal period may be taken before, during or after the overtime work as may be mutually agreed.

Section 4 – On Call/Call-Out

10.09 An employee, not on-call, who is called back to work after completing a regular day's work or from a regular day off, shall be paid overtime rates for a minimum of four (4) hours **until the date of execution of this Agreement** after which the employee shall be paid overtime rates for a minimum of three (3) hours. This provision does not apply to scheduled overtime.

10.10 When an employee is advised that he is on call, that is available to be contacted and able to report for duty, he shall be paid in accordance with the following:

	Effective Jan. 1 2006	Effective upon execution of this Agreement
Monday to Friday inclusive (5:00 pm to 7:30 am)	\$34.00	\$38.00
Saturday, Sunday, Statutory Holidays (8:00 am to 8:00 am)	\$59.00	\$63.00

No payment shall be made if an on-call employee cannot be contacted or is unable to report for duty when required.

10.11 An on-call employee, called out to work, shall be paid overtime rates for a minimum of four (4) hours **until the date of execution of this Agreement** after which the employee shall be paid overtime rates for a minimum of three (3) hours. This provision applies to call-outs received after 5:00 pm and before 7:30 am, Monday to Friday, and from 8:00 am to 8:00 am on Saturday, Sunday, and Statutory Holidays. All call-outs received during the initial three-hour time period shall be considered as one call-out for the purpose of calculating the amount of time to be paid.

Section 5 - Wages

- 10.12 (1) The Employer shall pay basic wage rates to its employees in accordance with Schedule A attached to and forming part of this Agreement. Pay Scale A for each classification shall be paid to regular employees during a probationary period, and to temporary employees during the first six (6) months of employment. Pay Scale B for each classification shall be paid to regular employees upon successful completion of a probationary period, and to temporary employees after the first six (6) months of employment.
- (2) Pay statements shall meet the requirements of the *Employment Standards Act of BC* and regulations thereunder.
- 10.13 An employee who has severed his employment between the termination date of this Agreement and the effective date of the new Agreement shall receive the full retroactivity on any increase in wages, salaries or other perquisites.
- 10.14 Employees shall receive equal pay for equal worth, regardless of sex.

ARTICLE 11 – STATUTORY HOLIDAYS AND ANNUAL VACATIONS

Section 1 – Statutory Holidays

11.01 Regular and probationary employees shall receive a day off with pay for all statutory holidays listed under Clause 11.02 provided that he worked or was paid wages (sick leave, vacation, authorized leave) for the scheduled working day prior to, or the scheduled working day after such holiday. This does not apply to employees on general leave of absence as outlined in Clause 9.01. For part-time employees, payment for statutory holidays shall be pro-rated based on actual hours worked in a normal work week. Temporary employees shall be entitled to receive a day off with pay for all statutory holidays provided the conditions of the *Employment Standards Act of BC* are met.

11.02 The Employer agrees to provide all employees with the following statutory holidays at the employee's regular rate of pay:

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

and any other day that may be stated a legal holiday by the Provincial, Civic and/or Federal Government.

11.03 Should any of the above holidays fall on an employee's regular day off, the employee shall receive an additional day or days off, with pay, to be taken on the following Monday, or at a time mutually agreed with the Employer.

11.04 No work shall be performed by employees on the holidays mentioned except in unforeseen circumstances. Work performed on such occasions will be paid at the rate of two (2) times the employee's regular rate in addition to the regular salary.

Section 2 – Annual Vacation

11.05 (1) Regular and probationary employees shall receive paid annual vacation in accordance with the following:

In the first calendar year of service, vacation will be granted on the basis of one and one quarter ($1\frac{1}{4}$) working days for each month, or portion of a month greater than one half ($\frac{1}{2}$) worked, and thereafter shall be in accordance with the following:

Calendar Years of Continuous Service	Working Days Paid Vacation
2 – 3 years	16 days
4 years	18 days
5 years	19 days
6 – 10 years	21 days
11 years	22 days
12 years	23 days
13 years	24 days
14 years	25 days
15 years	26 days
16 years	27 days
17 years	28 days
18 years	29 days
19 years	30 days
20 years and after	31 days

“Calendar Year” for the purpose of this Agreement shall mean the twelve (12) month period from January 1 to December 31, inclusive.

- (2) Regular and probationary part-time employees shall receive paid vacation pro-rated to the employee’s hours of work during that year.
- (3) Temporary employees shall be paid vacation pay equal to 4% of their gross earnings on each pay cheque.
- (4) For each period consisting of thirty (30) consecutive calendar days that a regular employee is absent from work on general leave of absence without pay, one-twelfth (1/12) shall be deducted from the vacation with pay to which the regular employee would otherwise be entitled in that calendar year.
- (5) A probationary employee shall not be allowed to take vacation with pay during the first three (3) months of the probationary period.

Section 3 – Vacation Period

11.06 Except in extenuating circumstances, subject to the Human Resources Manager’s written approval, all vacations must be taken in the year of the entitlement.

Section 4 – Splitting of Vacation

11.07 Annual vacations for employees with five (5) working days or less shall be taken in one (1) period of time. Employees with a vacation entitlement of eight (8) days or more shall be granted their entitlement in one (1) continuous period, but, may upon request from the employee, take their entitlement in divided periods of not less than five (5) working days. The provisions of this clause may be varied by mutual agreement between the Employer and the Union.

- 11.08 Employees wishing to split their vacations shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period but only after all other first vacation periods have been allocated. Seniority shall prevail in the choice of the third vacation period but only after all other first and second vacation periods have been allotted.

Section 5 – Vacation Pay

- 11.09 Vacation pay for each week of vacation shall be at the same rate of pay, exclusive of overtime, which the employee would normally earn for a normal work week.

Section 6 – Vacation Entitlement/Pay on Dismissal, Termination and Retirement

- 11.10 (1) Employees who leave the service of the Employer shall receive vacation pay for the calendar year in which termination occurs, on the basis of one twelfth ($\frac{1}{12}$) of their vacation entitlement for that year for each month, or portion of a month greater than one-half ($\frac{1}{2}$) worked to date of termination.
- (2) In all cases of termination of service, adjustments will be made for any overpayment of vacation.

Section 7 – Sick Leave During Vacation

- 11.11 In the event an employee is hospitalized while on vacation, the days while hospitalized may be deducted from his sick leave credits upon request of the employee and on the production of medical evidence.

ARTICLE 12 – CONDITIONS OF EMPLOYMENT

Section 1 – Legal Costs

12.01 Legal costs for actions initiated against an employee by virtue of the performance of his employment duties is covered under the provisions contained in Bylaw No. 763.

Section 2 – Business Expenses

12.02 Travel, accommodation and meal expenses for authorized business, conferences and delegations, shall be paid in accordance with the current Board policy.

Actual expenses incurred by an employee in the performance of Regional District business shall be reimbursed to the employee upon submission to the Regional District of an approved statement of expenses.

Section 3 – Meeting Rooms

12.03 The office meeting rooms will be made available to employees during lunch periods and after regular working hours between Monday and Friday inclusive, for seminars, workshops, lectures, etc., subject to availability and a minimum of 24 hours notice being submitted to and approved by the Chief Administrative Officer.

Section 4 – Responsibility of Handling Cash

12.04 Any one (1) employee handling cash shall be responsible for any shortage. Where more than one (1) employee is involved in the handling of the same cash box or cash register then no employee will be held responsible in the event of a cash shortage other than in the case of criminal negligence.

Section 5 – Copyright Infringement

12.05 Any employee whose job requires the copying and/or reproduction of material shall not be held responsible for any copyright infringement violation incurred on behalf of the Board while performing required work.

**ARTICLE 13 – SICK LEAVE, EXTENDED SICK LEAVE,
AND PREGNANCY/PARENTAL/ADOPTION LEAVE**

Section 1 – Sick Leave, Credits and Pay

- 13.01 Upon completion of three (3) months of the required six (6) month probationary period, paid sick leave for regular and probationary employees covered by this Agreement shall be credited as follows:
- (1) In the first calendar year of service, non-accumulative paid sick leave will be credited on the basis of three quarters ($\frac{3}{4}$) of a working day for each month or portion of a month greater than one half ($\frac{1}{2}$) worked.
 - (2) In the second and each succeeding calendar year of service, all regular, full-time employees shall be credited with ten (10) days paid sick leave per year, non-accumulative.
 - (3) For regular and probationary part-time employees, payment for sick leave credit outlined in (1) and (2) above, shall be based on actual time worked in a calendar year.
- 13.02 Use of sick leave in excess of three (3) days may require a report from a practicing doctor, dentist or chiropractor.
- 13.03 Sick leave shall be payable only where illness or injury of the employee concerned incapacitates him to the extent that he cannot carry out normal duties with the Employer and for medical and dental appointments of the employee subject to prior approval from the Employer.
- 13.04 If an employee is found to have willfully misrepresented himself as being ill, he shall refund all such sick leave pay to the Employer and may be subject to discipline.

Section 2 – Sick Leave Records

- 13.05 The Employer will maintain a record showing the total sick leave credits of each employee which shall be available for perusal by the employee upon request.

Section 3 – Long Term Disability – Extended Sick Leave

- 13.06 While in receipt of long term disability benefits, an employee shall accumulate seniority and shall be entitled to all rights and benefits of the Collective Agreement. While on long term disability such an employee shall continue to be covered by the provisions of Article 14 – Benefits and Health Care Plans and the benefit premiums shall be paid by the Employer and/or benefit carrier.
- 13.07 For recipients of long term disability benefits, the premium costs paid by the employer for the medical services plan, extended health and vision care plan, dental care plan, and group life insurance plan shall remain for the first two (2) years while on long term disability. At

the expiration of two (2) years on long term disability, access to such benefits shall cease unless the long term disability recipient opts to continue benefit coverage by assuming one hundred percent (100%) of the premium costs of such benefits.

- 13.08 During the first two (2) years an employee is in receipt of long term disability benefits, the employee's job/position will be posted as a temporary position. At the conclusion of the two (2) year period on long term disability, the employee's job/position will be posted as a regular permanent vacancy and will be filled through the normal posting procedure (Article 8). In the event the employee is no longer deemed to be disabled and can return to work, he shall be placed in his former position or an equivalent position with the Employer. The time lines indicated above may be varied subject to agreement between the parties.
- 13.09 A regular employee displaced by an employee returning to work after being on long term disability benefits, will have recourse to the rights provided for under the Collective Agreement, e.g. seniority, bumping, severance pay, etc.

Section 4 – Pregnancy and Parental/Adoption Leave

- 13.10 Upon written request, pregnancy and parental/adoption leave without pay and without loss of seniority shall be granted in accordance with the *Employment Standards Act of BC*. A request for pregnancy and parental/adoption leave must be supported by a Certificate of a Medical Practitioner.
- 13.11 The employee intending to return to work after pregnancy or parental/adoption leave shall provide the Employer with at least three (3) weeks notice. On return from pregnancy or parental/adoption leave, the employee shall be returned to his or her former position with all benefits to which the employee would have been entitled had the leave not been taken.
- 13.12 An employee's combined entitlements to pregnancy and parental/adoption leave shall not exceed what is allowed under the *Employment Standards Act of BC*.
- 13.13 An employee on pregnancy, parental or adoption leave will not be paid for statutory holidays.
- 13.14 Should the provisions of the *Employment Standards Act of BC* related to pregnancy and parental/adoption leave change and are less than what is provided in said *Act* as of the signing of this Agreement, the provisions of this Agreement shall apply.

ARTICLE 14 – BENEFITS AND HEALTH CARE PLANS

Section 1 – Health Care Plans

- 14.01 (1) Employees hired for a permanent position, full or part-time, covered by this Agreement and who have completed three (3) months of the required six (6) month probationary period shall be entitled, subject to some benefit contract restrictions, to enroll in the group benefit plans as outlined in Clauses 14.02, 14.03, and 14.04 of this Agreement. Coverage under all group benefits, except Medical Services Plan of BC, shall commence on the day of completion of three (3) months of the probationary period. Coverage under the Medical Services Plan of BC shall commence the first of the month following completion of three (3) months of the probationary period. Enrollment in the group benefits outlined in Clauses 14.02 and 14.03 of this Agreement shall be compulsory for all employees qualified to enroll.
- (2) It is understood that the Employer does not have the right to change benefits and benefits limits that are specified within this Agreement without first obtaining approval of the Union. In the case of benefits and benefits limits that are not specified in this Agreement, the Employer agrees to advise the Union of changes being contemplated.

Section 2 – Group Life Insurance

- 14.02 In accordance with Clause 14.01, the Employer shall make available a Group Life Insurance Plan, including Accidental Death and Disablement Coverage of twice the employee's annual salary to a maximum of one hundred thousand (\$100,000.00) dollars. The cost of the plan shall be on the basis of the Employer paying one hundred percent (100%) of the premiums thereof.

Section 3 – Benefit Plans

- 14.03 In accordance with Clause 14.01 of this Agreement, the Employer shall make available to each regular employee a benefit plan providing the following coverage:
- (1) **Short Term Disability (Weekly Wage Indemnity Plan)**
- (a) Eligibility: Regular employees working a minimum of 30 hours per week.
Effective on the date of final execution of this Agreement
Eligibility: Regular employees working a minimum of 17.5 hours per week.
- (b) 75% of Basic Weekly Earnings to a maximum of \$750 per week.
Effective July 1, 2010
75% of Basic Weekly Earning to a maximum of \$850 per week.
- (c) Elimination Period: "0" days accident, three (3) days sickness.
- (d) Maximum Benefit Period: 26 weeks.
- (d) Limiting Age: to age 65.
- (e) 100% premiums paid by the Employer.

(2) Long Term Disability

- (a) Eligibility: Regular employees working a minimum of 30 hours per week.
Effective on the date of final execution of this Agreement
 Eligibility: Regular employees working a minimum of 17.5 hours per week.
- (b) 50% of Basic Monthly Earnings to a maximum of \$2,500 per month.
- (c) Elimination Period: 6 months.
- (d) Maximum Benefit Period: to age 65.
- (e) Limiting Age: to age 65.
- (f) 100% premiums paid by Employee.

(3) Extended Health and Vision Care**(a) Premiums and Deductible**

- (i) \$25.00 deductible per family per calendar year.
- (ii) 100% premiums paid by the Employer.

(b) Extended Health

- (i) 80% reimbursement.
- (ii) Maximum \$25,000 lifetime, per person.
- (iii) Direct Payment Pharmacy Plan for prescriptions.
- (iv) Orthotics to a maximum of \$250 per person per calendar year.
- (v) Professional services of the following practitioners to the maximum amounts indicated, per person per calendar year:
- | | |
|-------------------------------------------------|-------|
| - acupuncturist | \$100 |
| - chiropractor/naturopath combined | \$500 |
| - physiotherapist/massage practitioner combined | \$500 |
| - podiatrist | \$100 |
| - psychologist | \$100 |
| - speech language pathologist | \$100 |

(c) Vision Care

- (i) 100% reimbursement to maximum of \$400 per person every two (2) calendar years.
Effective July 1, 2010
 100% reimbursement to maximum of \$500 per person every two (2) calendar years.
- (ii) 100% reimbursement for one eye exam per person per calendar year.

(4) Dental Plan

- (a) Plan A Basic Services – 100% reimbursement – no maximum.
- (b) Plan B Major Restorative Services: 75% reimbursement to a maximum \$2,500 per covered person per calendar year.
- (c) Plan C Orthodontics: 50% reimbursement to a maximum of \$2,500 per covered person lifetime.
- (d) 100% premiums paid by the Employer.

Section 4 – Medical Services Plan of BC

14.04 In accordance with Clause 14.01 of this Agreement, the Employer shall make available coverage under the Medical Services Plan of BC with 100% premiums paid by the Employer. Coverage under this Plan is not compulsory.

Section 5 – Employment Insurance

14.05 The Employer agrees that all employees covered by this Agreement shall remain insurable under the *Employment Insurance Act*.

Section 6 – Municipal Pension Plan

14.06 All employees eligible shall be covered by the provisions of the *Pension (Municipal) Act*

Section 7 – WorkSafe BC Protection

14.07 All employees shall be covered by the provisions of the *Workers' Compensation Act of BC*. No employee shall have employment terminated as a result of absence from work with a compensable accident. Pending settlement of the compensation claim, including appeals, the employee shall continue to accrue seniority and shall continue to receive the full benefits of this Agreement.

14.08 An employee prevented from performing his regular work with the employer on account of an occupational accident that is recognized by the *Workers' Compensation Act of BC*, shall receive from the employer the difference between the amount payable by WorkSafe BC and his regular net salary. In order to continue receiving his regular salary, the employee shall assign his WorkSafe BC cheque over to the Employer.

14.09 An employee who is injured during working hours, and is required to leave for treatment or is sent home as a result of such injury, shall receive payment for the remainder of the shift at his regular rate of pay.

ARTICLE 15 – GENERAL PROVISIONS AND CLOTHING ALLOWANCE**Section 1 – Relief Periods**

15.01 Two relief periods per day of fifteen (15) minutes each, one in the morning and one in the afternoon shall be provided without loss of pay.

Section 2 – Bulletin Board

15.02 The Employer agrees that the Union shall have the right to maintain a bulletin board in the Employer's office in a conspicuous and convenient place, provided that the use of such shall be restricted to the events and reports of the Union. Such postings shall be signed by the President or the Secretary of the Union.

Section 3 – Printing of Agreement

15.03 The Employer will be responsible for the amending and drafting of the Collective Agreement and the costs associated with the printing and supply of the Collective Agreement will be borne equally between the parties.

Section 4 – Courses, Seminars, Conventions, and Professional Fees

15.04 The Employer shall, by adoption of a Board Policy which may be changed from time to time, arrange for one hundred percent (100%) of the payment or for a fixed percentage thereof of an academic or technical course approved by the Employer subject to satisfactory conclusion (proof of passing by letter, degree or diploma) from the subject institute, and shall further, by Board Policy specify the conditions whereby regular employees shall be entitled to receive payment in accordance with the rates as set out in this Agreement for attendance at seminars and conventions and also specify whether the annual fees of a professional association to which a regular employee is a member will be paid. In those matters where a Board Policy is in effect permitting financial participation for any of the matters hereto above referred, and application concerning same submitted by a regular employee is refused, the reason for such refusal will be submitted to the employee. The details pertaining to any change of Policy relative to the subject matter of this clause will be conveyed to the Union at the very earliest opportunity after such change has been adopted.

15.05 When regular employees are required to attend job-related training at a mutually agreed time, such employees shall be paid at their regular rate of pay, not at the overtime rates set out elsewhere in this Agreement, for all hours spent at the training including hours spent travelling to and from such training. Where such training and travel take place outside normal working hours, employees shall have the option of accumulating the training and travel time in their Overtime Bank as provided for in Clause 10.07 of this Agreement and all provisions contained within that Clause shall apply. Time to travel to conventions, conferences, seminars, and non-job related training is not paid where such travel takes place outside normal working hours.

Section 5 – Clothing Allowance

- 15.06 The Employer will supply each Chargehand, Operations Labourer, Senior Operator, Operator 1 and Operator 2 with work gloves as required and three (3) pairs of coveralls per year. The Employer shall, at its cost, provide commercial laundering of those work coveralls.
- 15.07 The Employer agrees to pay a safety shoe allowance to each regular or probationary employee required to wear same by WorkSafe BC to a maximum of \$500.00 per year subject to the submission of an approved statement of expenses.

Section 6 – Performance Appraisals

- 15.08 Where a formal appraisal of an employee's performance is made, the employee concerned shall be given the opportunity to review and sign the performance appraisal form upon its completion to indicate that its contents have been read. The employee shall have the right to place his own comments on the form or to append his comments to the form.

Section 7 – Coffee Supplies

- 15.09 The Employer shall, at its cost, provide coffee and related supplies for employee consumption.

ARTICLE 16 – VARIATIONS

16.01 The Employer agrees that reports or recommendations about to be made to the Employer dealing with matters of policy and/or conditions of employment and which affect employees within this bargaining unit, shall be communicated to the Union in time to afford the Union a reasonable opportunity to consider them and, if deemed necessary, of speaking to them when they are dealt with by the Employer.

ARTICLE 17 – EFFECTIVE AND TERMINATING DATES

17.01 This Agreement shall be binding and remain in effect from January 1, 2010 to December 31, 2012 and shall continue from year to year thereafter unless either party gives to the other party notice in writing at least sixty (60) days prior to December 31st in any year that it desires its termination or amendment. During the period of contract negotiation, this Agreement will remain in full force and effect. The Agreement shall be amended only by mutual agreement between the parties. All revisions to the Collective Agreement mutually agreed upon shall, unless otherwise specified, apply retroactively to the aforesaid anniversary date.

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed by their respective officers thereunto lawfully authorized in that behalf,

The _____ day of _____ A.D., 2010.

Signed on behalf of:

Signed on behalf of:

**REGIONAL DISTRICT OF
EAST KOOTENAY**

**CANADIAN UNION OF PUBLIC
EMPLOYEES – LOCAL 2106**

Chair

President – Local 2106

Chief Administrative Officer

Member – Bargaining Committee

National Representative C.U.P.E.
Member – Bargaining Committee

**Schedule "A" to Collective Agreement
RDEK & CUPE Local 2106 (January 1, 2010 to December 31, 2012)**

Pay Grade	Classifications	Scale	Current Salary	1.50%	2.00%	2.50%
			1-Jan-09	1-Jan-10	1-Jan-11	1-Jan-12
1	Office Assistant 1	A	2,867	2,910	2,968	3,042
		B	3,008	3,053	3,114	3,192
2	Operations Labourer	A	2,935	2,979	3,038	3,114
		B	3,091	3,137	3,200	3,280
3	Community Services Secretary Building & Protective Services Secretary Building & Protective Services Secretary (CV) Engineering Services Secretary Environmental Services Secretary Records Management Technician Communications Secretary	A	3,123	3,170	3,234	3,314
		B	3,277	3,327	3,393	3,478
3A	Finance Assistant	A	3,277	3,326	3,393	3,477
		B	3,441	3,493	3,562	3,652
4	Administrative Assistant Operator 1	A	3,422	3,474	3,543	3,632
		B	3,594	3,648	3,721	3,814
6	Accounting Clerk Chargehand Executive Secretary (Planning) Public Education Coordinator Development Clerk	A	3,642	3,696	3,770	3,865
		B	3,828	3,885	3,963	4,062
7	Accounting/Payroll Clerk Operator 2	A	3,973	4,032	4,113	4,216
		B	4,172	4,234	4,319	4,427
9	Building Inspector 1 Bylaw Enforcement Officer GIS Mapping Technician GIS Technician Senior Operator	A	4,367	4,432	4,521	4,634
		B	4,585	4,654	4,747	4,865
11	Building Inspector 2 Engineering Technician Emergency Services Coordinator Planning Technician 1 *GIS Database Technician (*Protected - applicable only to incumbent employee Ed Saffin)	A	4,543	4,612	4,704	4,821
		B	4,770	4,842	4,939	5,062
12	Planner 1 Planning Technician 2 Recreation & Control Services Supervisor Project Supervisor	A	4,734	4,805	4,901	5,024
		B	4,971	5,045	5,146	5,275
13	Planner 2	A	5,027	5,103	5,205	5,335
		B	5,279	5,358	5,466	5,602
15	Building Inspector 3 / Office Manager	A	5,105	5,181	5,285	5,417
		B	5,360	5,440	5,549	5,688

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