

# **COLLECTIVE AGREEMENT**

BETWEEN

**REGIONAL DISTRICT OF NORTH OKANAGAN**



AND

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL NO 626**



**JANUARY 1, 2014 – DECEMBER 31, 2019**



## TABLE OF CONTENTS

<b>ARTICLE 1</b>	<b>PREAMBLE.....</b>	<b>1</b>
1.01	MAINTAIN RELATIONS.....	1
1.02	RECOGNIZE JOINT DISCUSSIONS.....	1
1.03	ENCOURAGE EFFICIENCY.....	1
1.04	PROMOTE THE MORALE, WELL-BEING AND SECURITY.....	1
<b>ARTICLE 2</b>	<b>DEFINITIONS.....</b>	<b>1</b>
2.01	EMPLOYEE .....	1
2.02	EMPLOYER .....	1
2.03	REGULAR EMPLOYEE.....	2
2.04	PROBATIONARY EMPLOYEE .....	2
2.05	STUDENT .....	2
2.06	TRIAL PERIOD.....	2
2.07	UNION .....	2
<b>ARTICLE 3</b>	<b>RECOGNITION AND NEGOTIATIONS.....</b>	<b>2</b>
3.01	BARGAINING UNIT .....	2
3.02	WORK OF THE BARGAINING UNIT.....	2
3.03	NO OTHER AGREEMENTS .....	2
3.04	RIGHT OF REPRESENTATION .....	2
<b>ARTICLE 4</b>	<b>MANAGEMENT RIGHTS.....</b>	<b>3</b>
4.01	MANAGEMENT RIGHTS.....	3
<b>ARTICLE 5</b>	<b>DISCRIMINATION AND HARASSMENT.....</b>	<b>3</b>
5.01	NO DISCRIMINATION .....	3
5.02	NO HARASSMENT.....	3
5.03	COMPLAINT PROCESS.....	3
<b>ARTICLE 6</b>	<b>UNION SECURITY .....</b>	<b>3</b>
6.01	EMPLOYEES TO BE MEMBERS.....	3
6.02	ORIENTATION OF NEW EMPLOYEES.....	3
6.03	COPIES OF AGREEMENT .....	4
6.04	UNION ORIENTATION.....	4
<b>ARTICLE 7</b>	<b>CHECK OFF OF UNION DUES.....</b>	<b>4</b>
7.01	CHECK OFF PAYMENTS.....	4
7.02	DEDUCTIONS .....	4
7.03	T4 SLIPS .....	4
<b>ARTICLE 8</b>	<b>NEGOTIATING AND LABOUR MANAGEMENT COMMITTEES.....</b>	<b>4</b>
8.01	ESTABLISHMENT OF NEGOTIATING COMMITTEE.....	4
8.02	ADDITIONAL REPRESENTATIVES .....	4
8.03	ESTABLISHMENT OF LABOUR/MANAGEMENT COMMITTEE.....	5
8.04	MEETINGS OF COMMITTEES .....	5
8.05	TIME OFF FOR MEETINGS.....	5
8.06	REMUNERATION FOR MEETINGS .....	5

<b>ARTICLE 9</b>	<b>SENIORITY.....</b>	<b>5</b>
9.01	SENIORITY DEFINED.....	5
9.02	SAME DAY SENIORITY.....	5
9.03	SENIORITY LIST.....	5
9.04	SENIORITY DURING ABSENCE.....	6
9.05	LOSS OF SENIORITY.....	6
9.06	TRANSFER AND SENIORITY TO OUTSIDE BARGAINING UNIT.....	6
<b>ARTICLE 10</b>	<b>LAYOFFS AND RECALLS.....</b>	<b>6</b>
10.01	LAYOFF.....	6
10.02	NOTICE OF LAYOFF.....	6
10.03	RECALL.....	6
10.04	RECALL PROCEDURE.....	7
10.05	NO NEW EMPLOYEES.....	7
10.06	NO LAYOFFS.....	7
<b>ARTICLE 11</b>	<b>PROMOTIONS AND STAFF CHANGES.....</b>	<b>7</b>
11.01	POSTINGS.....	7
11.02	INFORMATION IN POSTING.....	7
11.03	SUCCESSFUL APPLICANT.....	7
11.04	RECOGNITION OF SENIORITY.....	7
11.05	METHODS OF MAKING APPOINTMENT.....	8
11.06	TRIAL PERIOD.....	8
11.07	POSTINGS WHILE ON VACATION OR LEAVE.....	8
11.08	UNION NOTIFICATION.....	8
<b>ARTICLE 12</b>	<b>GRIEVANCE PROCEDURE.....</b>	<b>8</b>
12.01	ELECTION OF STEWARDS.....	8
12.02	STEWARDS RECOGNITION.....	8
12.03	PERMISSION TO LEAVE WORK.....	9
12.04	TIME OFF DUE TO GRIEVANCE.....	9
12.05	JOINT ASSISTANCE.....	9
12.06	RESOLUTION OF DIFFERENCES.....	9
12.07	GRIEVANCE PROCEDURE.....	9
12.08	TIME LIMITS.....	10
12.09	REPLIES IN WRITING.....	10
12.10	COSTS OF GRIEVANCE PROCEDURE.....	10
12.11	PLACE OF MEETINGS.....	10
<b>ARTICLE 13</b>	<b>ARBITRATION.....</b>	<b>10</b>
13.01	ADVANCING A GRIEVANCE TO ARBITRATION.....	10
13.02	DECISIONS OF THE ARBITRATOR.....	11
13.03	EXPENSES OF THE ARBITRATOR AND PARTICIPANTS.....	11
13.04	AMENDING TIME LIMITS.....	11
13.05	WITNESSES.....	11

<b>ARTICLE 14</b>	<b>DISCHARGE, SUSPENSION AND DISCIPLINE .....</b>	<b>11</b>
14.01	DISCHARGE AND DISCIPLINE PROCEDURE .....	11
14.02	THE ELEMENTS OF ANY DISCIPLINE SHALL INCLUDE:.....	11
14.03	RIGHT TO HAVE STEWARD PRESENT .....	11
14.04	CORRECTIVE ACTION .....	12
14.05	ACCESS TO PERSONNEL FILES .....	12
<b>ARTICLE 15</b>	<b>HOURS OF WORK.....</b>	<b>12</b>
15.01	NORMAL WORK DAY AND WORK WEEK.....	12
15.02	REST PERIODS .....	12
15.03	GENERAL SCHEDULE .....	12
<b>ARTICLE 16</b>	<b>OVERTIME AND "IN LIEU" TIME.....</b>	<b>12</b>
16.01	OVERTIME DEFINED .....	12
16.02	OVERTIME – NORMAL WORK DAY .....	13
16.03	OVERTIME – CALLED TO WORK .....	13
16.04	EARLY START OVERTIME.....	13
16.05	TIME OFF IN LIEU OF OVERTIME.....	13
16.06	SCHEDULING OF TIME OFF IN LIEU .....	13
16.07	CARRY OVER OF TIME OFF IN LIEU OF OVERTIME .....	13
16.08	GENERAL .....	13
<b>ARTICLE 17</b>	<b>HOLIDAYS.....</b>	<b>14</b>
17.01	HOLIDAY PAY PROVISIONS .....	14
17.02	THE EMPLOYER RECOGNIZES THE FOLLOWING AS GENERAL HOLIDAYS:.....	14
17.03	WORKING ON A GENERAL HOLIDAY.....	14
17.04	GENERAL HOLIDAY FALLING ON A NON WORKING DAY .....	14
<b>ARTICLE 18</b>	<b>VACATION ENTITLEMENT .....</b>	<b>14</b>
18.01	DEFINITION OF VACATION YEAR .....	14
18.02	ACCRUAL RATE.....	14
18.03	EMPLOYEES ON LAYOFF .....	15
18.04	VACATION PAY ON TERMINATION .....	15
18.05	SCHEDULING VACATIONS .....	15
18.06	VACATION ACCUMULATION .....	15
<b>ARTICLE 19</b>	<b>SICK LEAVE PROVISIONS.....</b>	<b>15</b>
19.01	SICK LEAVE DEFINED .....	15
19.02	AMOUNT OF SICK LEAVE .....	16
19.03	SICK LEAVE DRAW .....	16
19.04	MEDICAL CERTIFICATE .....	16
19.05	SICK LEAVE DURING ABSENCE.....	16
19.06	SICK LEAVE RECORDS .....	16
19.07	PAY OUT PROVISIONS.....	16

<b>ARTICLE 20</b>	<b>LEAVE OF ABSENCE.....</b>	<b>17</b>
20.01	LEAVE FOR UNION BUSINESS OR FUNCTIONS.....	17
20.02	LEAVE OF ABSENCE FOR FULL-TIME UNION OR PUBLIC DUTIES .....	17
20.03	GENERAL LEAVE .....	17
20.04	BEREAVEMENT LEAVE .....	17
20.05	BEREAVEMENT LEAVE .....	18
20.06	BEREAVEMENT LEAVE WHILE ON VACATION.....	18
20.07	JURY DUTY OR COURT WITNESS LEAVE .....	18
20.08	MATERNITY AND PATERNAL LEAVE.....	18
<b>ARTICLE 21</b>	<b>PAYMENT OF WAGES AND ALLOWANCES.....</b>	<b>18</b>
21.01	SALARY AND WAGE RATES – PAY PERIODS .....	18
21.02	PAY DURING TEMPORARY POSITION TRANSFERS .....	19
21.03	FIRST AID ATTENDANT PREMIUM .....	19
21.04	SHIFT PREMIUM .....	19
21.05	WEEKEND PREMIUM .....	19
21.06	EMPLOYEE CERTIFICATION .....	19
21.07	STAND BY .....	19
21.08	BOOT ALLOWANCE .....	20
<b>ARTICLE 22</b>	<b>SUPPLEMENTATION OF COMPENSATION AWARD .....</b>	<b>20</b>
22.01	SUPPLEMENTATION OF COMPENSATION AWARD.....	20
<b>ARTICLE 23</b>	<b>NEW/CHANGED JOBS .....</b>	<b>20</b>
23.01	JOB DESCRIPTIONS .....	20
23.02	NEW POSITION OR A POSITION MATERIALLY CHANGED .....	20
23.03	EXISTING CLASSIFICATION CHANGES.....	20
23.04	CHANGE IN WAGE RATES .....	21
23.05	CHALLENGE A CLASSIFICATION .....	21
<b>ARTICLE 24</b>	<b>BENEFITS .....</b>	<b>21</b>
24.01	ELIGIBILITY .....	21
24.02	MUNICIPAL PENSION PLAN .....	21
24.03	MEDICAL SERVICES PLAN .....	21
24.04	GROUP BENEFITS.....	21
24.05	PART-TIME EMPLOYEES .....	23
24.06	DISPOSITION OF EMPLOYMENT INSURANCE REBATE .....	23
<b>ARTICLE 25</b>	<b>HEALTH &amp; SAFETY.....</b>	<b>23</b>
25.01	JOINT HEALTH AND SAFETY COMMITTEE .....	23
<b>ARTICLE 26</b>	<b>TERMS OF AGREEMENT .....</b>	<b>23</b>
26.01	DATES OF THE AGREEMENT .....	23
26.02	SINGULAR AND PLURAL.....	23
26.03	SECTION 50 OF THE LABOUR CODE OF BC ACT.....	24
26.04	RATES OF PAY.....	24

**SCHEDULE "A" – WAGE RATES..... 25**  
**LETTER OF UNDERSTANDING #1..... 26**  
RE: ON CALL STAFFING.....26





**AGREEMENT BETWEEN:**

**THE REGIONAL DISTRICT OF NORTH OKANAGAN,**

(hereinafter called the "Employer")

AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 626,  
VERNON CIVIC EMPLOYEES' UNION**

(hereinafter called the "Union")

**ARTICLE 1 PREAMBLE**

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

**1.01 Maintain Relations**

To create and maintain harmonious relations and settled conditions of employment between the Employer and the Union.

**1.02 Recognize Joint Discussions**

To recognize the mutual value of joint discussions and negotiations in all matters pertaining to the Collective Agreement.

**1.03 Encourage Efficiency**

To encourage efficiency in operations.

**1.04 Promote the Morale, Well-being and Security**

To promote the morale, well-being and security of all Employees of the Regional District of North Okanagan.

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 agree as follows:

**ARTICLE 2 DEFINITIONS**

**2.01 Employee**

"Employee" shall mean a person who is an "Employee" as defined in the Labour Code of British Columbia and occupying a position as contained in Schedule "A" of this Agreement.

**2.02 Employer**

"Employer" shall mean the Regional District of North Okanagan (RDNO).

**2.03 Regular Employee**

"Regular Employee" shall mean an Employee, full and part time who has successfully completed the probationary period and who is employed on a regular basis.

**2.04 Probationary Employee**

"Probationary Employee" shall mean a person serving a probationary period of three (3) months, from date of hire, to determine suitability for employment as a Regular Employee to be extended at the Employer's discretion for no more than three (3) additional months.

**2.05 Student**

"Student" shall mean a person employed by the RDNO, is not part of the Bargaining Unit and who is registered in an education program and is scheduled to return to their education institution.

**2.06 Trial Period**

"Trial Period" shall mean the period of two (2) calendar months from date of change of position for the Employer and the Employee to determine suitability for employment in the new position.

**2.07 Union**

"Union" shall mean the Canadian Union of Public Employees, Local 626-B

**ARTICLE 3 RECOGNITION AND NEGOTIATIONS**

**3.01 Bargaining Unit**

The Employer or anyone authorized to act on its behalf, recognizes the Union as the sole collective bargaining agent for all its Employees classified and covered by this Agreement.

**3.02 Work of the Bargaining Unit**

The Employer recognizes that the integrity of the Bargaining Unit is a concern to the Union, therefore it is agreed that work will not be assigned for the purpose of eroding or limiting the growth of the Bargaining Unit.

**3.03 No Other Agreements**

No Employee shall be required or permitted to make any written or verbal agreement with the Employer or its representative, which may conflict with the terms of this Collective Agreement.

**3.04 Right of Representation**

The Union shall have the right, at any time, to have the assistance of representatives of CUPE or any other advisors, when dealing or negotiating with the Employer. Such representatives and or advisor(s) shall have reasonable access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

## **ARTICLE 4      MANAGEMENT RIGHTS**

### **4.01            Management Rights**

The Employer has all rights not expressly limited by this Agreement

## **ARTICLE 5      DISCRIMINATION AND HARASSMENT**

### **5.01            No Discrimination**

The Employer, Union, and Employees and their servants and agents agree that there shall be no discrimination, interference, restriction, harassment, or coercion exercised or practiced with respect to any Employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, or discharge. There shall be no discrimination or harassment by reason of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment, nor by reason of the Employee's membership or activity in the Union.

### **5.02            No Harassment**

Harassment is prohibited and shall be administered in accordance with the Employer's Harassment Policy.

### **5.03            Complaint Process**

The Employee may advance a complaint of Discrimination or Harassment through the Regional District's Policy No. HR 034, recognizing Union representation may, at the Employee's discretion, accompany the Employee complainant.

## **ARTICLE 6      UNION SECURITY**

### **6.01            Employees to be Members**

All Employees of the Employer, shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the Constitution and Bylaws of the Union.

All new Employees shall become and remain members in good standing of the Union as a condition of employment.

### **6.02            Orientation of New Employees**

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 6 and 7 of this Agreement.

### **6.03 Copies of Agreement**

New Employees shall be presented with a copy of the Agreement by the Employer on commencement of employment. Collective agreement booklets shall be printed and the cost of such printing will be shared equally between the Union and the Employer.

### **6.04 Union Orientation**

A Union representative shall be given an opportunity to interview each new Employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first week of employment for the purpose of acquainting the new Employee with the benefits and duties of Union membership and his/her responsibilities and obligations to the Employer and the Union.

## **ARTICLE 7 CHECK OFF OF UNION DUES**

### **7.01 Check off Payments**

The Employer shall deduct from every Employee any dues, initiation fees, or assessments levied by the Union on its members in accordance with its Constitution.

### **7.02 Deductions**

Deductions shall be made from the bi-weekly payroll and shall be forwarded to Local 626 of the Canadian Union of Public Employees, no later than thirty (30) calendar days following the relevant payroll, accompanied by a list of the name, addresses, and phone numbers of all Employees from whose wages deductions have been made. This list will also include the names and addresses of the Employees terminated during that month. An electronic copy of this list shall also be forwarded to the Secretary of the Local Union.

### **7.03 T4 Slips**

Union dues deducted from the pay of each Employee will be shown on the Employee's T4 slip.

## **ARTICLE 8 NEGOTIATING AND LABOUR MANAGEMENT COMMITTEES**

### **8.01 Establishment of Negotiating Committee**

For the purposes of negotiating a Collective Agreement, a Negotiating Committee shall be appointed. The Parties will advise one another of their nominees to the Committee. Each party shall notify the other party, in writing, if there are additions or substitutions to the composition of their committee.

### **8.02 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.

**8.03 Establishment of Labour/Management Committee**

For the purposes of joint consultation on matters of interest or concern, the parties agree to establish a Labour/Management Committee, consisting of two (2) Employer representatives and two (2) Union Representatives.

**8.04 Meetings of Committees**

If either party wishes to call a meeting of the Negotiating Committee or Labour/Management Committee, the meeting shall be held at a time and place fixed by mutual agreement. Such meeting shall be arranged within ten (10) calendar days after the request has been made.

**8.05 Time Off for Meetings**

Permission to leave work during working hours for such purposes shall be first obtained from the Water Treatment Manager. It is recognized by both parties that operational considerations are paramount. Such permission shall not be unreasonably withheld.

**8.06 Remuneration for Meetings**

Employees on the Committee shall be permitted to attend meetings of the Committee held within working hours without loss of remuneration. Each party shall cover the full costs of remuneration for their respective representatives.

**ARTICLE 9 SENIORITY**

**9.01 Seniority Defined**

Seniority is defined as the length of service with the Employer. Upon successful completion of the Probationary Period, seniority shall accrue from the date of hire.

**9.02 Same Day Seniority**

Where same day seniority may be a factor between two (2) or more Employees, the matter of who is senior will be determined by an examination of the date of the employment application. If the matter is still not resolved, the affected Employees will draw names in the presence of two (2) Union representatives. The first (1<sup>st</sup>) name drawn shall be the most senior and subsequent draws will indicate the descending order of seniority.

**9.03 Seniority List**

An up to-date electronic copy of the seniority list shall be sent to the Union in January of each year and such list shall reflect the seniority standing of each Employee covered by this Agreement. This list shall be subject to correction upon proper representation by the Union.

#### **9.04 Seniority during Absence**

An Employee shall not lose seniority and will continue to accrue seniority if they are absent from work because of parental leave, sickness, disability, accident, or lay-off.

#### **9.05 Loss of Seniority**

An Employee shall only lose seniority in the event the Employee:

- a) Is discharged for just cause and is not reinstated; or
- b) Resigns in writing; or
- c) Fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other bona fide reasons. It shall be the responsibility of the Employee to keep the Employer informed of their current address; or
- d) Is laid off in excess of twelve (12) months.

#### **9.06 Transfer and Seniority to Outside Bargaining Unit**

- a) No Employee shall be transferred or promoted to a position outside the bargaining unit without their consent.
- b) An Employee transferred or promoted to a position outside of the bargaining unit shall retain their seniority in the bargaining unit for a period of six (6) months.

### **ARTICLE 10 LAYOFFS AND RECALLS**

#### **10.01 Layoff**

In the event of layoffs, Employees shall be laid off in reverse order of seniority, subject to qualifications and providing the remaining employees can perform the work available.

#### **10.02 Notice of Layoff**

The Employer shall notify, in writing, those Employees who are to be laid off, ten (10) working days prior to the effective date of layoff. If the Employee laid off has not had the opportunity to work for ten (10) working days after notice of layoff, they shall be paid in lieu of work for that part of the ten (10) working days during which work was not made available

#### **10.03 Recall**

Any Employee who is laid off shall be placed on a recall list for a period of twelve (12) months.

**10.04 Recall Procedure**

- a) Employees shall be recalled from layoff in order of seniority provided they are able to perform the work available.
- b) It shall be the responsibility of the Employee to keep the Employer and the Union informed of the Employee's current contact information. Employees shall be notified of recall to this contact information.

**10.05 No New Employees**

No new employees shall be hired until those laid off with seniority have been given an opportunity to return to work in accordance with Article 10.04.

**10.06 No Layoffs**

The following employees shall not be laid off or have their regular hours reduced

- Dustin Heidt
- Don Gibson
- Corey Hartwig
- Jennifer Dunsdon
- Gordon Ross
- Paul Lay

**ARTICLE 11 PROMOTIONS AND STAFF CHANGES**

**11.01 Postings**

All positions which are expected to be filled for longer than eighty (80) working days shall be posted. The Employer shall post vacancies internally for a minimum of seven (7) calendar days so that all Employees can apply.

**11.02 Information in Posting**

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skill, wages and any other pertinent information.

**11.03 Successful Applicant**

The successful applicant will fill the vacancy within seven (7) calendar days from the date the Employee was awarded the vacancy, unless otherwise noted in the posting.

**11.04 Recognition of Seniority**

Both parties recognize the principle of promotion within the service of the Employer and that job opportunity should increase in proportion to length of service.

## **11.05 Methods of Making Appointment**

In making promotions or transfers, the required skills, qualifications, knowledge and ability for the position shall be the primary consideration. Where two or more Employees are equally capable of filling the position, the senior applicant shall be chosen.

## **11.06 Trial Period**

- a) The successful applicant appointed to another position shall complete a trial period of two (2) calendar months. Conditional upon satisfactory completion of the trial period, the Employee shall become permanent in the position.
- b) If, during the trial period, the successful applicant proves unsatisfactory in the position or if the applicant wishes to return to their former position, they shall be returned to their former position and salary without loss of seniority.
- c) Any other Employees promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority or pay. Any unsuccessful applicants for the original posting will then be considered. If there are no unsuccessful applicants then the position would be reposted.

## **11.07 Postings while on Vacation or Leave**

If any Employee, in writing, indicates to their supervisor, prior to going on vacation or leave of absence their intent to apply for an anticipated job posting, they will be considered for such posting.

## **11.08 Union Notification**

The Union shall be notified of all promotions, demotions, hirings, layoffs, leaves of absence, transfers, recalls, resignations, retirements, deaths or other terminations of employment.

## **ARTICLE 12 GRIEVANCE PROCEDURE**

### **12.01 Election of Stewards**

The Employer acknowledges the right of the Union to appoint or select Stewards whose duty shall be to assist any Employee which the Steward represents, in preparing and presenting their grievance in accordance with the Grievance Procedure.

### **12.02 Steward Recognition**

The Union shall notify the Employer in writing of the names of the Steward before the Employer shall be required to recognize them.



**12.03 Permission to Leave Work**

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this agreement. The Union understands and agrees that each Steward is employed to perform full time work for the Employer and that they will not leave their work during working hours except to perform their duties under this Agreement. Therefore, no Steward shall leave their work without obtaining the permission of their supervisor and such permission shall not be unreasonably withheld.

**12.04 Time Off Due to Grievance**

Representatives of the Union, in the employ of the Employer, and the grievor shall not suffer any loss of pay or benefits for the time involved in grievance and arbitration procedures during scheduled working hours.

**12.05 Joint Assistance**

At any stage of the Grievance Procedure or arbitration, the parties may have the assistance of the Employee(s) concerned as witnesses and any other witnesses, or representatives of the Canadian Union of Public Employees, and all reasonable arrangements will be made to permit the conferring parties 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.

**12.06 Resolution of Differences**

The parties agree that they will attempt to resolve differences through Employer/Employee discussions. These discussions are held without prejudice.

**12.07 Grievance Procedure**

Differences not resolved through discussion as per Article 12.06 that relate to the Collective Agreement may be advanced as a grievance through the Grievance Procedure.

**Step 1**

A grievance shall be referred, on a Grievance form containing the date and time of occurrence, description of the occurrence, section of the Collective Agreement allegedly violated, names of individuals involved, and signed by the appropriate Union representative, within seven (7) working days of the discussion in accordance with Article 12.06, by a Union representative to the Employer.

The parties shall meet within seven (7) working days of submission of the written grievance to investigate and attempt to resolve the grievance.

The Employer shall reply, in writing, within seven (7) working days of the meeting of the parties.

## **Step 2**

A grievance not settled at Step 1 may be referred in writing by the Union to the Employer within seven (7) working days of the Employer's written response in Step 1.

A Step 2 hearing will be held with the Chief Administrative Officer or designate within seven (7) working days of the Union's written Step 2 notice. The Employer will respond to the Step 2 hearing in writing within seven (7) working days after the hearing.

## **Step 3**

A grievance not settled at Step 2 may be advanced by either party to arbitration within fifteen (15) working days following the Employer's written response to the Step 2 hearing.

### **12.08 Time Limits**

All time limits may be extended by mutual agreement of the Employer and the Union.

### **12.09 Replies in Writing**

Replies to grievances shall be in writing at all stages.

### **12.10 Costs of Grievance Procedure**

The Grievor and the Union Shop Steward shall not suffer loss of remuneration by advancing a grievance through the Grievance Procedure.

If the Step 1 grievance meeting is held during regular working hours, the Employer will cover remuneration costs for the Grievor and the Union Shop Steward.

If the Step 2 grievance meeting is held during regular working hours, each party shall cover the full costs of remuneration for their respective participants.

### **12.11 Place of Meetings**

The Employer shall supply the necessary facilities for all steps of the grievance procedure.

## **ARTICLE 13 ARBITRATION**

### **13.01 Advancing a Grievance to Arbitration**

- a) Any dispute not settled in accordance with Article 12.07 may be submitted to an arbitrator within fifteen (15) working days of the conclusion of Step 2 of the grievance procedure.
- b) The arbitrator will be selected jointly by the parties. Each party will submit the names of one (1) or more arbitrators to the other party.
- c) If the parties are unable to agree on the choice of an arbitrator, the Ministry of Labour will be requested to name the Arbitrator.

### **13.02 Decisions of the Arbitrator**

The decision of the Arbitrator 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.

### **13.03 Expenses of the Arbitrator and Participants**

Each Party shall pay:

- a) The fees and expenses of its own Participants;
- b) One-half (1/2) of the fees and expenses of the Arbitrator.

### **13.04 Amending Time Limits**

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

### **13.05 Witnesses**

At any stage of the grievance or arbitration procedures, the parties may call Employee(s) and/or other persons as witnesses, and all reasonable arrangements shall be made to permit the conferring parties or the arbitrator to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of a grievance. Each party is responsible for payment of their respective witnesses.

## **ARTICLE 14 DISCHARGE, SUSPENSION AND DISCIPLINE**

### **14.01 Discharge and Discipline Procedure**

An Employee may only be dismissed for just cause. The Employer recognizes the principle of progressive discipline. Disciplinary measures shall be proportionate to the seriousness of the issue. Discipline may be administered at any time when an incident or developing pattern of behaviour creates a serious concern for the Employer. Discipline will follow these steps:

Step 1: Verbal Warning

Step 2: Written Warning

Step 3: Suspension

Step 4: Suspension or Termination of employment

### **14.02 The Elements of Any Discipline Shall Include:**

- Identification that the discussion is of a disciplinary nature
- Identification of the infraction
- Identification of desired corrective behavior
- Identification of the consequences of repeated infractions

### **14.03 Right to Have Steward Present**

The Steward shall be present at all disciplinary steps.

#### **14.04 Corrective Action**

Depending on the severity of the incident and the number of past occurrences, corrective action may commence at any of the disciplinary steps.

#### **14.05 Access to Personnel Files**

An Employee shall have the right during regular working hours and upon two (2) working days' notice to the Human Resources Manager or designate, to have access to and review their personnel record, and may request and obtain copies of any material contained in it. Any Employee may respond in writing to any report on their personnel file and such a response will become part of the file.

### **ARTICLE 15 HOURS OF WORK**

#### **15.01 Normal Work Day and Work Week**

The Normal Work Day shall consist of a scheduled period of eight (8) consecutive hours of work as determined by the Employer. The Normal Work Week shall consist of forty (40) hours per week. The Normal Work Week shall be from Sunday through Saturday. There will be a minimum break of two (2) consecutive days unless mutually agreed otherwise.

#### **15.02 Rest Periods**

- a) Employees shall be permitted a paid fifteen (15) minute rest period in the first (1<sup>st</sup>) half (1/2) of the work day and a second (2<sup>nd</sup>) such rest period in the second (2<sup>nd</sup>) half (1/2) of the work day.
- b) An Employee who is on overtime callout shall be entitled to a paid fifteen (15) minute rest period after each completed two (2) hours of overtime work, provided such work is to extend for a period of time in excess of the said two (2) hours.
- c) An Employee who is required to remain at work following the end of the Employee's normal work shift shall be entitled to a paid thirty (30) minute meal break at the completion of two (2) hours of overtime work provided that such overtime work is to extend for a period in excess of the two (2) hours.

#### **15.03 General Schedule**

Regular Employees receiving changes to their Normal Work Day shall receive a minimum of five (5) days written notice of such change.

### **ARTICLE 16 OVERTIME AND "IN LIEU" TIME**

#### **16.01 Overtime Defined**

All time worked outside the Normal Work Day, the Normal Work Week or on a General Holiday shall be considered as overtime.

**16.02 Overtime – Normal Work Day**

All work in excess of eight (8) hours per day shall be paid for at time and one half (1.5) the regular hourly rate of pay for the first (1<sup>st</sup>) hour overtime and double (2) the regular hourly rate thereafter.

**16.03 Overtime – Called to Work**

An Employee called to work outside normal scheduled working hours shall be paid at double (2X) the regular hourly rate of pay and shall be paid for a minimum of two (2) hours.

**16.04 Early Start Overtime**

No Employee shall be sent home during a normal scheduled work day to compensate for early start overtime. An Employee required to work before the commencement of the Employee's Normal Work Day shall be paid double (2X) the regular hourly rate of pay for the period up to the commencement of the Normal Work Day. Subject to operational requirements, Employees shall have the option to leave work after a Normal Work Day.

**16.05 Time Off in Lieu of Overtime**

Instead of cash payment for overtime, an Employee may choose to receive time off at the appropriate rate at a time mutually agreed to by the Employee and the Employer.

**16.06 Scheduling of Time Off in Lieu**

- a) Request for in lieu time off shall be made at least five (5) working days prior to the desired period of time off.
- b) The five (5) working days' notice shall not be required in cases of sickness or emergency.
- c) Time off shall be taken at a time mutually agreed to by the Employee and the Employer.

**16.07 Carry Over of Time Off in Lieu Of Overtime**

- a) All-time accrued in excess of forty (40) hours as of the last pay period of September in each calendar year will be paid out unless otherwise approved by the employer.
- b) An Employee will only be allowed to accumulate to a maximum of eighty (80) hours of in lieu time, with any further time being paid out at the appropriate overtime rate.

**16.08 General**

- a) All in lieu time compensation, either for time off or payments in lieu thereof, shall be based on the actual wage rate of the Employee at the time the in lieu accruals were earned.
- b) An Employee may request payment for outstanding in lieu credits subject to the Payroll Department receiving two (2) weeks advance notice.

## **ARTICLE 17 HOLIDAYS**

### **17.01 Holiday Pay Provisions**

The following Holiday Pay provisions apply to all Employees.

### **17.02 The Employer recognizes the following as general holidays:**

New Years Day	British Columbia Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

and any other day proclaimed or declared by the Federal, Provincial or Municipal Government as a general holiday.

### **17.03 Working on a General Holiday**

Where an Employee is scheduled to work a Normal Working Day on a general holiday, they shall be compensated at the rate of double time (2X) the regular hourly rate of pay for all hours worked on such day and be given a working day off with pay in lieu of the General Holiday.

### **17.04 General Holiday Falling on a Non Working Day**

Where Employees' regularly scheduled rest day occurs on the day of a general holiday, they shall be given a day off in lieu thereof.

## **ARTICLE 18 VACATION ENTITLEMENT**

### **18.01 Definition of Vacation Year**

The term "vacation year" as used in this Agreement shall mean the twelve (12) month period running from January 1<sup>st</sup> to December 31<sup>st</sup>.

### **18.02 Accrual Rate**

Vacation is accrued at the following rates:

- a) During each of the first (1<sup>st</sup>) to seventh (7<sup>th</sup>) year of service, Employees shall be granted fifteen (15) days of vacation with full pay. [four point six zero (4.60) hours for each two (2) week period].
- b) During each of the eighth (8<sup>th</sup>) to thirteenth (13<sup>th</sup>) year of service, Employees shall be granted twenty (20) days of vacation with full pay. [six point one three (6.13) hours for each two (2) week period].
- c) During each of the fourteenth (14<sup>th</sup>) to nineteenth (19<sup>th</sup>) year of service Employees shall be granted twenty five (25) days of vacation with full pay. [seven point sixty nine (7.69) hours for each two (2) week period.]
- d) During the twentieth (20<sup>th</sup>) year of service and beyond, Employees shall be granted thirty (30) days of vacation with full pay. [nine point two zero (9.20) hours for each two (2) week period].

### **18.03 Employees on Layoff**

- a) Employees who have earned seniority and have been laid off shall be paid for accrued annual vacations as per Article 18.02 at the time of layoff; or
- b) If the Employee so elects, accrued annual vacation hours may be held for use as vacation pay during the following year as per subsection (c) to a maximum of eighty (80) hours;
- c) Employees who have been laid off and have been subsequently re-employed within twelve (12) months of layoff shall accrue vacation seniority from previous employment. "Vacation entitlement" shall be as per Article 18.02 with "anniversary date" being the determining factor.

### **18.04 Vacation Pay on Termination**

Employees who have resigned or have been terminated shall be paid for their accrued vacation time.

### **18.05 Scheduling Vacations**

Seniority shall prevail in the choice of the annual vacation provided the Employee submits the Employee's vacation choice by March 31<sup>st</sup>. The Employer shall post the vacation schedule by May 1<sup>st</sup> of each year. Vacation schedules shall not be changed unless mutually agreed to by the Employee and the Employer.

### **18.06 Vacation Accumulation**

- a) If the Employee so elects, earned annual vacation hours may be held for use as vacation during future years, to a maximum of eighty (80) hours carryover per year;
- b) Accumulation of vacation hours shall not exceed two (2) times the Employee's annual allowable vacation hours. Total vacation accrual is limited to a maximum of two (2) years which includes current year accumulation and carry over accumulations.

## **ARTICLE 19 SICK LEAVE PROVISIONS**

### **19.01 Sick Leave Defined**

"Sick leave" means the period of time an Employee is absent from work by virtue of being unable to do work due to being sick, disabled, or because of a disabling accident for which compensation is not payable under the Workers' Compensation Act.

## **19.02 Amount of Sick Leave**

- a) Sick leave shall accrue at the rate of one and one half (1½) days for every month of service [zero point zero six nine (0.069) hours per regular hour worked]. Sick leave does not accrue for overtime hours worked.
- b) Maximum accrual to an Employee's sick leave bank is one thousand fifty (1050) hours.
- c) Upon successful completion of the probationary period, sick leave shall accrue from the date of hire.

## **19.03 Sick Leave Draw**

An Employee's sick leave accrual will be drawn upon in the event of short term illness or disability. If an employee becomes ill while on vacation the employee's sick leave accrual will not be drawn upon.

An Employee's sick leave accrual may be drawn upon for:

- a) a medical or dental appointment of the Employee;
- b) the care or health of an Employee's immediate family members;
- c) the \*\*education of an Employee's child; or
- d) dealing with a serious household or domestic emergency.

\*\*Education includes activities requiring unexpected and necessary parental involvement such as parent-teacher interviews and meetings with school professionals. Activities such as school field trips, orientation events, graduation events and volunteering are not included.

## **19.04 Medical Certificate**

The Employer may require a medical certificate for continuous absences of three (3) days or more for chronic short term absences. The Employer shall pay the cost of obtaining the medical certificate.

## **19.05 Sick Leave During Absence**

When an Employee is given leave of absence without pay for any reason, the Employee shall not receive sick leave accrual for the period of such absence, but shall retain their cumulative accrual.

In the event that an Employee becomes ill while on vacation, the Employee's sick leave accrual will not be drawn upon until the end of the scheduled vacation period.

## **19.06 Sick Leave Records**

A record of all unused sick leave will be kept by the Employer.

## **19.07 Pay Out Provisions**

Except in the case of dismissal for just cause, Employees shall be paid one half (½) of their accumulated Sick Leave to a maximum payout of five hundred and twenty five (525) hours upon leaving employment if the employer.



## **ARTICLE 20 LEAVE OF ABSENCE**

### **20.01 Leave for Union Business or Functions**

- a) Time off with pay and without loss of seniority shall be granted to representatives of the Union, upon application to the Employer when required to leave their job in order to carry on discussions or negotiations with the Employer, with respect to matters affecting the members of the Union, to represent the Union or attend meeting or educational seminars of CUPE or other trade union bodies.
- b) Such leave shall be granted subject to operational requirements and will not be unreasonably denied.
- c) The Employee shall continue to receive pay and benefits from the Employer and the Union shall reimburse the Employer for receipt of such pay and benefits.

### **20.02 Leave of Absence for Full-Time Union or Public Duties**

An Employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without pay and without loss of seniority. Such Leave shall be granted subject to operational requirements and not be unreasonably denied.

### **20.03 General Leave**

Subject to operational requirements the Employer may grant a general leave of absence without pay to a maximum of twelve (12) months to any Employee requesting such leave. Such requests shall be submitted in writing and approved by the Employer.

### **20.04 Bereavement Leave**

- a) Bereavement Leave Defined  
Bereavement Leave means the period of time an Employee is absent from work, with full pay, to deal with the circumstances of a death.
- b) Immediate Family Member Includes:
  - Child
  - Spouse (including fiancé and common-law)
  - Parent
  - Sibling
- c) Other Family Members Includes:
  - Grandchild
  - Grandparent
  - Father-in-law I Mother-in-law
  - Brother-in-law I Sister-in-law
  - Son-in-law I Daughter-in-law
- d) Definitions as noted above include Step, Foster and similar relationships.

## **20.05 Bereavement Leave**

In the event of a death in the Employee's Immediate Family, an Employee is entitled to Bereavement Leave of up to five (5) days with pay. In the event of a death of Other Family Members, an Employee is entitled to Bereavement Leave of up to three (3) days with pay.

An Employee is entitled to take up to an additional five (5) days' leave, which may be charged to the Employee's vacation accrual, banked time or taken without pay, at the Employee's discretion.

## **20.06 Bereavement Leave While On Vacation**

If an Employee is on vacation leave at the time of death of an immediate or other family member, the Employee shall be granted bereavement leave and shall be credited the applicable number of days to their vacation accrual.

## **20.07 Jury Duty or Court Witness Leave**

Employees who are summoned to jury or court witness duty will continue to receive pay at their regular wage rate, conditional on the Employees:

- a) Providing the Employer with a copy of the jury summons or summons to be a witness; and
- b) Remitting to the Employer any remuneration received from the court, or any other parties, for serving. Expenses such as travel expenses are not considered to be remuneration and are not required to be remitted to the Employer.
- c) Employees who are off work for jury or court witness duty and whose services as a juror or as a court witness are not required on that day are expected to return to work.
- d) Employees who attend court as a plaintiff or defendant will do so on their own time.

## **20.08 Maternity and Paternal Leave**

Employees shall be entitled to pregnancy and parental leave as specified under the British Columbia "Employment Standards Act" as amended from time to time. The Employer agrees to provide any Employee, at their request, a copy of the current British Columbia "Employment Standards Act" provisions regarding pregnancy and parental leave.

# **ARTICLE 21 PAYMENT OF WAGES AND ALLOWANCES**

## **21.01 Salary and Wage Rates – Pay Periods**

The Employer agrees that wages will be paid in accordance with Schedule "A" attached hereto.

## **21.02 Pay During Temporary Position Transfers**

Where an Employee is temporarily assigned to perform the duties and assumes the responsibilities of a higher paying position the Employee shall receive fifty (50%) percent of the higher wage differential for the first twenty (20) working days. After twenty (20) working days of a position transfer, the Employee will receive the higher rate for the job.

Where an Employee is assigned to a lower paying position, the Employee shall receive his or her regular rate of pay.

## **21.03 First Aid Attendant Premium**

The Employer agrees to designate one (1) person to act as a First Aid Attendant Level II and shall be paid a premium of fifty (\$0.50) cents per hour for each Normal Working Day worked in addition to their regular rate of pay.

## **21.04 Shift Premium**

The Employer agrees to pay a shift premium of fifty cents (\$0.50) for each hour worked between the hours of 5:00 p.m. and 6:00 a.m. No premium rates shall be attached to overtime rates. Premium rates will not be allowed to pyramid except for First Aid Attendant premium.

## **21.05 Weekend Premium**

An Employee shall be paid a weekend premium of one dollar (\$1.00) per hour for scheduled Saturday and/or Sunday work. No premium rates shall be attached to overtime rates. Premium rates will not be allowed to pyramid except for First Aid Attendant premium.

## **21.06 Employee Certification**

The Employer shall pay the cost of maintaining an Employee's certification and/or membership that is a requirement of their current position.

## **21.07 Stand by**

The Parties have agreed to continue the practice of assigning certified qualified Employees, who have the required training and experience as determined by the Employer to a Standby schedule, which shall be shared and rotated among the Employees.

- a) Employees shall be allowed to trade-off full days, in the event that personal commitments, including family functions or vacation conflict with their stand by week. It will be the Standby Employees' responsibility to ensure that the week is covered at no cost to the Employer and that the Employer is made aware of who is on-call.
- b) Standby personnel shall be supplied with a cell phone, keys, vehicle and any other equipment deemed appropriate by the Employer.

- c) The Employer shall pay a weekly Standby premium which shall be calculated as follows: January 1, 2013 - \$501.81 and in following years with increases as per Schedule "A". See table below:

Jan 1/13	Jan 1/14	Apr 1/15	Apr 1/16	Apr 1/17	Apr 1/18	Apr 1/19
\$501.81	\$509.34	\$516.98	\$524.73	\$535.22	\$545.92	\$555.20

Note: See Letter of Understanding on this issue.

## **21.08 Boot Allowance**

All Employees whose workplace conditions require safety footwear in order to comply with WorkSafe BC regulations (as jointly determined by the General Manager and the Occupational Health and Safety Committee), will be reimbursed a maximum of one hundred and fifty dollars (\$150.00) during any calendar year for CSA approved safety footwear. Boots purchased shall be CSA approved safety footwear. Proof of purchase must be provided to receive reimbursement.

## **ARTICLE 22 SUPPLEMENTATION OF COMPENSATION AWARD**

### **22.01 Supplementation of Compensation Award**

An Employee prevented from performing regular work with the Employer on account of an occupational accident that occurs in the course of work with the Employer and that is recognized by the Workers' Compensation Board (WCB) as compensable within the meaning of the Workers' Compensation Act shall, subject to the Payroll Department receiving two (2) weeks advance notice, elect to supplement their income to achieve full pre-injury take home pay by drawing upon sick leave, bank time and vacation entitlement.

## **ARTICLE 23 NEW/CHANGED JOBS**

### **23.01 Job Descriptions**

The Employer shall maintain current job descriptions for all bargaining unit jobs.

### **23.02 New Position or a Position Materially Changed**

If a new position is created for which no classification exists, or the duties of an existing position are materially changed, a proposed wage rate, classification and job description shall be forwarded to the Labour/Management Committee for discussion.

### **23.03 Existing Classification Changes**

If the Employer or the Union believe the duties of an existing classification have been changed to an extent sufficient to alter the classification, either Party may request the Labour/Management Committee to review the classification.

**23.04 Change in Wage Rates**

Any change in wage rates resulting from the review shall be retroactive to the date of the original written request.

**23.05 Challenge a Classification**

The Union retains the rights to challenge a classification under the procedures included under Article 13 of the agreement.

**ARTICLE 24 BENEFITS**

**24.01 Eligibility**

Regular Full Time Employees will be enrolled in the Employee Benefits Package, consisting of the Municipal Pension Plan, Medical Services Plan and Group Benefits according to the terms of these respective plans.

**24.02 Municipal Pension Plan**

Employees shall participate in the existing Municipal Pension Plan in accordance with the terms of the Plan.

**24.03 Medical Services Plan**

The Employer shall pay one hundred (100%) percent of the premiums for the Medical Services Plan for eligible Employees and their dependents.

**24.04 Group Benefits**

The Employer shall pay one hundred percent (100%) of the premiums for Group Benefits (with the exception of Long Term Disability) for eligible Employees and their dependents. Group Benefits will include, but not be limited to, the following:

- a) Employee and Family Assistance Services
  - Confidential counselling services
- b) Life Insurance
  - Employee benefit amount – two (2) times annual earnings to a maximum of three hundred thousand (\$300,000.00) dollars
  - Dependent benefit amount – five thousand (\$5,000.00) dollars spouse; two thousand five hundred (\$2,500.00) dollars each dependent child
- c) Accidental Death and Dismemberment
  - Benefit amount – two (2) times annual earnings to a maximum of three hundred thousand (\$300,000.00) dollars

d) Extended Health Care

- Benefit maximum – unlimited (except of out-of-Canada emergency medical treatment)

Deductible – twenty-five (\$25.00) dollars per calendar year (not applicable to Employee and family assistance services, hospital care, or out-of-Canada emergency medical treatment)

One hundred (100%) percent benefit percentage for hospital care and vision care.

Vision Care

- Eye exams, once per twenty-four (24) months.
- Eyewear coverage to a maximum of three hundred (\$300.00) dollars per twenty-four (24) months.
- Laser eye surgery – one thousand five hundred (\$1,500.00) dollars per lifetime

Out of Province / Country – Lifetime maximum five million (\$5,000,000.00) dollars

- Travel assistance while Employee and Employee's dependents are temporarily outside the province of residence

Eighty (80%) percent benefit percentage for prescription drugs, medical services and supplies, and professional services

- Prescription Drugs
- Drugs or medicines dispensed by a licensed pharmacist

Professional Services

- Physiotherapist, Chiropractor, Podiatrist/Chiropodist, Massage Therapist, Naturopath, Psychologist, Acupuncturist, Speech Therapist – combined maximum of three thousand (\$3,000.00) dollars per calendar year

e) Dental Care

- Deductible – nil
- One hundred (100%) percent for Basic and Supplementary Basic Dental Services – Unlimited benefit maximum
- Eighty (80%) percent for Prosthetics, Crowns and Bridges – three thousand five hundred (\$3,500.00) per calendar year
- Fifty (50%) percent for Orthodontics - for Employees and/or their dependents (no age restriction) – three thousand (\$3,000.00) dollars lifetime maximum.

f) Long Term Disability

- Employee shall pay one hundred percent (100%) of the premiums for Long Term Disability.
- Premiums for Group Benefits and Medical Services Plan will be paid by the Employer for the first two (2) years that an Employee is on Long Term Disability. Following the two (2) year period, if the Employee continues to be on Long Term Disability and there is no indication that the Employee will be able to return to work, the Employer will cease payment of premiums and the Employee will be responsible for obtaining his/her own Group Benefits and Medical Services Plan coverage.

**24.05 Part-Time Employees**

Regular, Part-Time Employees shall receive sixteen percent (16%) of total bi-weekly earnings in lieu of vacation, general holidays and benefits and such in lieu sum shall be payable on a bi-weekly basis in addition to regular pay. The percentage in lieu will be adjusted if the Employee is eligible for a higher percentage rate of vacation pay as per the Employment Standards Act.

**24.06 Disposition of Employment Insurance Rebate**

The Employee's portion of the Employment Insurance premium reduction obtained as a result of the Employer's registration in the Wage Loss Replacement Plan with the Employment Insurance Commission shall be distributed in a manner mutually agreeable to the parties.

**ARTICLE 25 HEALTH & SAFETY**

**25.01 Joint Health and Safety Committee**

The Employer shall establish a Joint Health and Safety Committee and shall include one (1) representative of the Union.

**ARTICLE 26 TERMS OF AGREEMENT**

**26.01 Dates of the Agreement**

This Agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from and after the 1<sup>st</sup> day of January 2014 and thereafter up to and including the 31<sup>st</sup> day of December 2019 and thereafter from year to year unless either party to this Agreement gives notice in accordance with the relevant provisions of the Statutes of British Columbia.

**26.02 Singular and Plural**

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

**26.03 Section 50 of the Labour Code of BC Act**

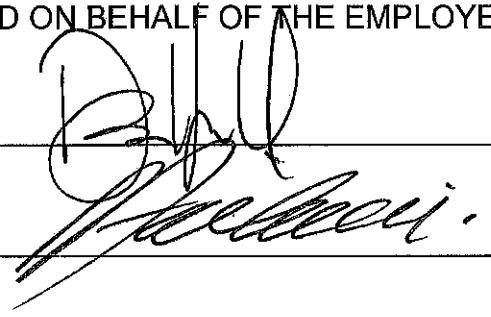
This Agreement specifically excludes the operation of Sub-section 2 of Section 50 of the Labour Code of British Columbia Act.

**26.04 Rates of Pay**

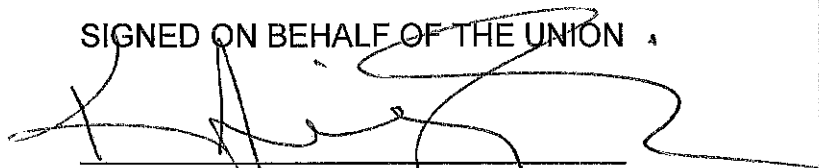

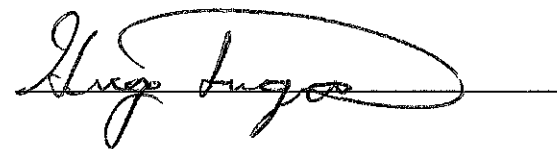
Rates of pay shall be in accordance with Schedule "A" as attached to and forming a part of this Agreement.

IN WITNESS WHEREOF both parties hereto have executed these presents this 27<sup>th</sup> day of October, 2015.

SIGNED ON BEHALF OF THE EMPLOYER

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNED ON BEHALF OF THE UNION

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_



## SCHEDULE "A" – WAGE RATES

<b>CLASSIFICATION</b>	<b>JAN 1, 2013</b>	<b>JAN 1, 2014 1.5%</b>	<b>APR 1, 2015 1.5%</b>	<b>APR 1, 2016 1.5%</b>	<b>APR 1, 2017 2%</b>	<b>APR 1, 2018 2%</b>	<b>APR 1, 2019 1.7%</b>
Chief Water Supply and Treatment Operator - Level IV	\$41.05	\$41.67	\$42.29	\$42.93	\$43.78	\$44.66	\$45.42
Electrical / Instrumentation Technician	\$37.41	\$37.97	\$38.54	\$39.12	\$39.90	\$40.70	\$41.39
Senior Water Supply and Treatment Operator 3 - Level	\$36.72	\$37.27	\$37.83	\$38.40	\$39.17	\$39.95	\$40.63
Distribution Operator/Mechanic	\$33.79	\$34.30	\$34.81	\$35.33	\$36.04	\$36.76	\$37.39
Water Supply and Treatment Operator 2 - Level II	\$31.88	\$32.36	\$32.84	\$33.34	\$34.00	\$34.68	\$35.27
Water Supply and Treatment Operator Level I	\$27.76	\$28.18	\$28.60	\$29.03	\$29.61	\$30.20	\$30.71

If the City of Vernon or District of Coldstream receives a wage increase for 2019 which is higher than this negotiated rate increase, Employees shall receive such adjustment as well.

**LETTER OF UNDERSTANDING #1**

**BETWEEN:**

The Regional District of North Okanagan

**AND:**

Canadian Union of Public Employees, Local 626


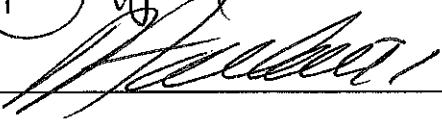
**RE: On Call Staffing**

The Regional District of North Okanagan hereby agrees to provide two (2) On Call Employees during the 2014 and 2015 calendar years.

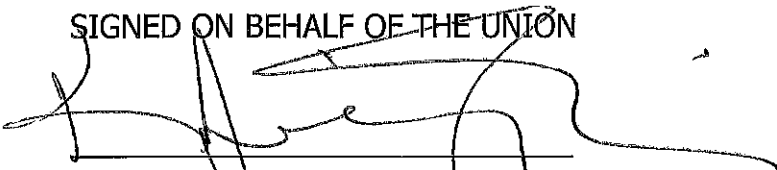

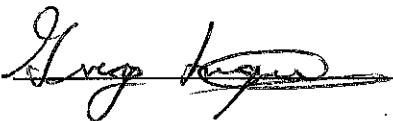
The requirements for On Call staffing will be reviewed by the Labour/Management Committee at or near the end of 2015.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 27<sup>th</sup> day of October, 2015.

SIGNED ON BEHALF OF THE EMPLOYER

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

SIGNED ON BEHALF OF THE UNION

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_