

COLLECTIVE AGREEMENT

BETWEEN

**SKEENA QUEEN CHARLOTTE
REGIONAL DISTRICT**

AND

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 105-04**

January 1, 2015 to December 31, 2018

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THIS AGREEMENT ENTERED INTO THIS 1st DAY OF JANUARY, 2015.

BETWEEN:

SKEENA QUEEN CHARLOTTE REGIONAL DISTRICT
(hereinafter called the "District")

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 105 - 04
(hereinafter called the "Union")

PREAMBLE

The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer and the Employees, to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting employees covered by this Agreement and to ensure that all reasonable measures are provided for the safety and occupational health of the employees.

DEFINITIONS

For the purpose of this Agreement, the following definitions shall apply:

"call-out" means a call to work after an employee has gone home from his normal day's work without knowledge that he will be called back;

"daily rate of pay" means the employee's weekly rate of pay divided by the number of days worked per week or an employee's hourly rate of pay times the number of hours of work per day, exclusive of overtime;

"day of rest" in relation to an employee means a day on which that employee is not ordinarily required to perform the duties of his position other than by reason of his being on leave or that day being a holiday;

"fee for service" means a separate contract with the Employer. These contractors are not considered to be employees;

"immediate family" is designated as father, mother, (or alternately) stepfather, stepmother, (or foster parent), brother, sister, spouse, child, stepchild, grandparent, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law or ward of the employee, father-in-law, mother-in-law, and/or a relative who permanently resides with the employee;

"leave of absence" means authorized absence from duty by an employee during scheduled hours of work with or without pay;

"month" means a minimum of ten (10) paid working days in a calendar month for the purpose of leave credits and pension;

"vacation year" means the period from January 1st to December 31st;

"wage or wages" includes any compensation for labour or services measured by time, piece, or otherwise, and includes the pay to which an employee is entitled.

ARTICLE 1 MANAGEMENT RIGHTS

1.1 Scope of Management Rights

Except to the extent provided herein, this Collective Agreement in no way restricts the authority of those charged with managerial responsibilities in the Skeena-Queen Charlotte Regional District. Without restricting the rights of the employees under the terms of this Agreement, the Union recognizes the right of the District to manage its affairs and operations and to direct its working forces, including the right to discipline or suspend or discharge for proper cause, and the right to hire, promote, assign work, demote, lay off, transfer, determine job content and evaluate jobs, and the foregoing shall not be deemed to exclude other functions of management not specifically covered in this Agreement.

1.2 No Discrimination in Exercise of Management Rights

The District shall not exercise, in a discriminatory manner, its right to direct the working force.

ARTICLE 2 RECOGNITION AND NEGOTIATIONS

2.1 Bargaining Unit

The District recognizes the Canadian Union of Public Employees and its Local 105-04 as the sole and exclusive collective bargaining agency for its employees, and hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any difference that may arise between them.

The Parties hereby agree that the following employees are excluded from the bargaining unit: The statutory positions of Chief Administrative Officer, Corporate Officer and Treasurer, or Deputies to those positions; as well as the Recycling Operations Manager and Islands Solid Waste Operations Manager.

2.2 Work of the Bargaining Unit

Persons who are not members of the bargaining unit shall not perform the work of the bargaining unit to such an extent as to draw such persons into the bargaining unit or so as to compromise the integrity of the bargaining unit. Nothing in this clause shall limit the Regional District's ability to contract-out bargaining unit work, subject to the provisions of this Agreement.

The parties agree that the Recycling and Landfill Chargehands shall direct the Recycling / Landfill employees, assign work and approve the scheduling of bargaining unit employees. In addition, he or she may be required to:

- Conduct investigations and prepare adverse reports on behalf of management;
- Recommend the discipline or discharge of bargaining unit employees;
- Give evidence on behalf of the employer at arbitration, where required;

- Evaluate and manage the performance of Recycling and Landfill employees and contractors;
- Approve leave and overtime requests;
- Participate in the recruitment, selection and promotion of employees for Recycling and Landfill positions;
- Make potentially adverse recommendations to management regarding Recycling and Landfill operations.

2.3 No Other Agreements

The Employer recognizes the Union as the exclusive bargaining agent for bargaining unit employees. No employee shall be required to make any written or verbal agreement with the Regional District that may conflict with the terms of this Agreement.

The Union recognizes the Employer's right to adopt policies and rules that do not conflict with the terms of this Agreement, in accordance with the applicable arbitral principles. In particular, the Union acknowledges that its members and representatives shall be bound by the terms of the Regional District Harassment Policy, as amended from time to time. Nothing in this Agreement limits the Union's right to represent employees who are subject to disciplinary action for an alleged breach of the Employer's policies or rules.

2.4 Technical Information

The District shall make available to the Union, on request, information required by the Union regarding job descriptions, positions in the bargaining unit, job classifications, employee hours of work, and financial information pertaining to pension and welfare plans required for collective bargaining.

2.5 Information For Employees

The Employer shall provide the Union with a list of the names, addresses and telephone numbers of the employees within the bargaining unit on an annual basis. The parties recognize the confidentiality of the information contained in this list. New employees shall be provided with an authorization form for Union dues check off together with a one (1) copy of the current collective agreement. New employees shall be given the name and work telephone number of the shop steward for their work place.

2.6 Union Representatives

The Union shall notify the District, in writing, of the name of its Stewards, and the Department or Departments they represent, as well as Executive Officers, and joint committee representatives. The Union will notify the District within ten (10) working days of the appointments or elections.

ARTICLE 3 NO DISCRIMINATION, COERCION OR HARASSMENT

3.1 No Discrimination

There shall be no discrimination, coercion, or harassment by the Regional District or by the Union against any employee because of the employee's union or non-union affiliations with other unions, or against any employee because of his activity in union affairs, or because of age, race, creed, colour, nationality, sex, religion, sexual orientation, marital status, place of residence, political affiliation or activity. Neither the District nor the Union shall coerce, harass, discriminate or in any other way interfere with any employee who wishes to apply for any position or promotion.

3.2 Union Activities

Unless otherwise herein specifically provided, union activities shall not be pursued during working hours. The Regional District shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

ARTICLE 4 UNION SECURITY

4.1 All Bargaining Unit Employees to be Members

As a condition of continuing employment, all bargaining unit employees shall become and remain members in good standing of the Union within thirty (30) days of employment with the Regional District.

4.2 Union Notification

The Regional District shall advise the Union Secretary-Treasurer in writing of the names and employment status (regular, temporary, casual, supernumerary) of all new District employees engaged during the preceding calendar month on or before the fifth (5th) day of each calendar month.

4.3 Work Experience Programs

The District shall give advance notification to the Union of its intention to participate in any non-paid student work experience program. The District's participation in such a program shall not result in a displacement of a bargaining unit employee(s). The student shall not perform work that would affect the hours of work available to a Union employee.

ARTICLE 5 CHECK-OFF OF UNION DUES

5.1 Check-Off

The Regional District shall deduct from every employee, any dues, initiation fees or assessments owing by him to the Union upon receipt of a duly signed authorization. As a condition of employment, an employee shall sign an authorization card. The initiation fee shall be deducted from the first pay cheque of a new employee.

5.2 Deductions

Deductions shall be made from the payroll and shall be forwarded to the Secretary-Treasurer of the Union no later than the fifteenth (15th) day of the month following, accompanied by a list of the names of the employees from whose wages the deductions have been made. Upon request, the Regional District shall supply the Union with the addresses of employees it has on file.

5.3 Union Dues Receipts

At the time that Income Tax slips are made available, the District shall include the amount of union dues paid by each Union member in the previous year.

ARTICLE 6 THE DISTRICT AND UNION SHALL ACQUAINT NEW EMPLOYEES

6.1 New Employees

The Regional District agrees to acquaint new employees with the fact that a Union agreement is in effect and with the conditions of employment set out in Articles dealing with Union Security and Dues Check Off. The Employer shall fulfill this obligation by providing to all new employees a letter of introduction from the Union, acceptable to the Employer, setting out the foregoing information.

6.2 Copies of Agreement

On commencing employment, the Regional District shall advise the Recording Secretary of the name and contact information of the new employee. The Recording Secretary shall inform the appropriate Shop Steward who shall provide the employee with a copy of the Collective Agreement and shall be responsible for acquainting the employee with the benefits and duties of Union membership and his responsibilities and obligations to the Regional District and the Union. The Regional District agrees to provide the employee and the Shop Steward up to one-half (½) hour away from their work for this purpose, at a time acceptable to the Employer; any additional time required shall occur outside working hours. The Union shall provide an up-to-date outline of the information provided to new employees regarding their responsibilities and obligations to the Regional District for the Employer's prior approval.

ARTICLE 7 CORRESPONDENCE

7.1 Correspondence

All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Administrator or his/her delegate and the sub-Local Vice-President with a copy to the Recording Secretary of the Union (Local).

ARTICLE 8 LABOUR/MANAGEMENT COOPERATION COMMITTEE

8.1 Establishment of Committee

A Labour-Management Committee shall be established consisting of not more than two (2) representatives of the Regional District and not more than two (2) representatives of the Union. The Union will forward the names of its representatives to the Employer. All matters of mutual concern pertaining to the performance of work, operational problems, conditions of employment and harmonious relations (excluding Collective Agreement negotiations), as contemplated by the Joint Consultation provisions of the British Columbia Labour Relations Code, shall be referred to this Committee for discussion and recommendations. Either party may request that a meeting be convened, in which case the Administrator shall notify the parties of the time and place.

ARTICLE 9 LABOUR-MANAGEMENT RELATIONS

9.1 Right to Assistance from CUPE Representatives

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the District. Such representatives shall have reasonable access to the District's premises in order to investigate and assist in the settlement of a grievance. CUPE National Representatives shall give the District a minimum of forty-eight (48) hours notice before accessing the District's premises to conduct Union business.

ARTICLE 10 GRIEVANCE PROCEDURE

10.1 Settling of Grievance

In the event that any difference arises 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 any matter is arbitrable, such question or difference shall be finally and conclusively settled without a stoppage of work in the following manner:

Step 1

The aggrieved employee, and a (one) shop steward, if so elected by the aggrieved employee to attend, shall seek to settle the difference with the employee's immediate excluded supervisor. The employee and/or the steward shall explain in reasonable detail the nature of the grievance and the provision of the Agreement alleged to have been violated. The supervisor shall issue a receipt acknowledging that the grievance has been lodged, specifying the date and time of the Step 1 meeting. If the difference is not settled at Step 1, it may be presented in writing at Step 2.

The written statement of the grievance shall specify in detail the nature of the issue in dispute and the provision(s) of the collective agreement alleged to have been violated. The aggrieved employee shall make every effort to particularize the grievance in order to expedite the grievance process.

Step 2

Failing satisfactory settlement within five (5) working days after the grievance was raised under Step 1 the Union may submit the grievance, in writing as specified above, to the Administrator within seven (7) working days. The Administrator will render his/her decision in writing, stating the reasons for the decision, within seven (7) working days after receipt of the grievance.

Step 3

Failing satisfactory settlement at Step 2, the Union may submit the grievance within five (5) working days to the Regional District Grievance Committee. The Grievance Committee shall meet with the Union Grievance Committee within five (5) working days to discuss the grievance with a view to settling the difference. If the difference is settled, the parties shall document the terms of settlement. If the difference is not settled, the Regional District Grievance Committee shall provide written reasons for its decision within five (5) working days following the meeting.

Step 4

Failing satisfactory settlement at Step 3, the Union may submit the grievance to arbitration. The Union shall notify the Regional District of its decision within fifteen (15) working days following receipt of the Regional District reasons at Step 3.

The arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which it deems just and equitable except where it would be prejudicial to one of the parties to do so.

10.2 Permission to Leave Work

The District agrees that a Steward or in his absence, a recognized representative of the Union, shall not be hindered, coerced, restrained or interfered with in any way in the performance of his duties while investigating disputes and presenting adjustments as provided in this Article. The Union understands and agrees that each Steward is employed to perform full time work for the District and that he will not leave his work during working hours except to perform his duties under this Agreement. Therefore, no Steward shall leave his work without obtaining the permission of his supervisor. Such permission shall not be unreasonably withheld.

10.3 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees, the Union or the Regional District has a grievance, the grievance may be submitted in writing to the Administrator at Step 2 of the grievance procedure.

ARTICLE 11 ARBITRATION

11.1 Arbitration

Failing settlement of the grievance at Step 3, the Union or the Employer may refer the matter to arbitration in accordance with the provisions of the *BC Labour Relations Code*.

Without limiting the generality of those provisions, if a difference arises between the parties relating to the dismissal or discipline of an employee, or to the interpretation, application, operation or alleged violation of this agreement, including a question as to whether a matter is arbitrable, either of the parties, without stoppage of work, may, after exhausting any grievance procedure established by this agreement, notify the other party in writing of its desire to submit the difference to arbitration, and the parties must agree on a single arbitrator, the arbitrator must hear and determine the difference and issue a decision, which is final and binding on the parties and any person affected by it. Where there is a reference to "arbitration board" it is understood to mean to a single/sole arbitrator.

In the event the arbitrator finds that an employee has been dismissed or suspended for other than proper cause, the arbitrator may direct the District to reinstate the employee and pay to the employee a sum equal to his/her wages or salary lost by reason of such suspension or discharge, or such lesser sum as, in the opinion of the arbitrator, is fair and reasonable taking into consideration the employee's duty to reasonably mitigate his/her losses, or make such other order as it considers fair and equitable, having regard to the terms of the Collective Agreement.

The decision of the arbitrator shall be final and binding upon the parties.

11.2 Amending of Time Limits

Wherever a time limit is mentioned in the grievance or arbitration procedures, it may be extended by mutual consent of the parties. The parties agree that they will each commit the time and resources necessary to ensure that the time limits in the collective agreement are strictly followed.

ARTICLE 12 DISCHARGE, SUSPENSION AND DISCIPLINE

12.1 Warnings

Whenever the District deems it necessary to censure an employee the District shall within five (5) working days thereafter give written particulars of such censure to the employee involved with a copy to the Secretary of the Union. All employees have a right to Union representation at the time of censure.

12.2 Discharge or Suspension

When an employee is discharged or suspended, he shall be given the reason(s) in the presence of the Steward. Employees shall not be dismissed, suspended or disciplined except for just and reasonable cause, which shall be recorded in writing.

12.3 Disciplinary Records

- (a) All disciplinary action shall remain part of an employee's record for no less than eighteen (18) months from the date the discipline is imposed. After eighteen (18) months, if there have been no further infractions of a similar nature, the discipline shall be removed from the employee's file, unless the District has good cause to conclude that the discipline has not had a corrective effect. Where the District makes such a determination, it shall be subject to challenge by way of the grievance procedure and a further review shall occur every six (6) months thereafter until the discipline is removed.
- (b) The parties agree that discipline imposed for serious misconduct, including theft, fraud, sabotage, gross negligence, serious sexual harassment and physical assault of a supervisor constitutes an exception to the above provision and shall not be removed from the employee's record.

12.4 Crossing of Picket Lines During Strike

In the event employees in a labour dispute engage in a legal strike and maintain legal picket lines, the employees covered by this Agreement shall have the right to refuse to cross such picket lines. Failure to cross such a picket line or handle goods from an employer where a legal strike or lockout is in effect when the Canadian Labour Congress, its affiliates or subordinate bodies have declared such goods hot, shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

12.5 Emergency Service During Strike

Both parties agree to attempt to obtain an agreement with the striking union for permission to provide emergency services where and when required.

12.6 Political Action

The Regional District recognizes employees' right to peaceful political expression. No employee shall be disciplined for participation in any political action called by the Canadian Labour Congress, B.C. Federation of Labour or the Canadian Union of Public Employees (National or Provincial) provided prior approval has been granted by the Administrator and the operation of the Regional District is not unduly impaired.

12.7 Access to Personnel File

An employee shall have the right to have access to and review his personnel file during normal working hours.

12.8 Leave for Public Duties

The District recognizes the rights of the employees to participate in public affairs. Therefore, upon written request, the District shall grant leave of absence without loss of seniority so that employees may be candidates in a federal or provincial election. An employee shall ensure that there is no conflict of interest with the employee's duties as a public servant and the office to which he seeks nomination.

Any employee who is elected to public office shall be granted leave of absence without loss of seniority, by the Regional District, on request, during his term of office.

12.9 Leave for Union Office

Any employee who is elected or selected for a full-time position with the Union, or anybody with which the Union is affiliated, shall be granted leave of absence without loss of seniority, by the Regional District, on request, during his term of office.

ARTICLE 13 CASUAL EMPLOYEES

13.1 Definition

A casual employee is defined as an employee who works on an "as needed" basis to relieve regular or temporary employees.

13.2 Seniority

- (a) Following completion of the probationary period, casual employees shall have seniority based on hours worked from the date of hire.
- (b) An employee who changes from regular status to casual status shall retain their seniority.
- (c) The Employer agrees to utilize casual employees for relief purposes only, and will post regular or temporary vacancies that occur.
- (d) A casual employee who becomes a regular employee shall have his casual hours prorated to that of a full-time regular employee and be given a seniority date on the regular seniority list that is consistent with his accumulated seniority.
- (e) Casual seniority shall be considered in relation to promotional opportunities in accordance with Article 15.4.
- (f) Casuals may be called into work without regard to their relative seniority. The Employer shall not be bound by past practice insofar as seniority may be used to determine casual work assignments.

ARTICLE 14 SENIORITY

14.1 Seniority Defined

Seniority is defined as the length of continuous service in the bargaining unit. All regular employees shall, upon completion of the probationary period, have seniority based on their last date of hire.

14.2 Seniority Lists

The Regional District shall maintain a seniority list showing the date upon which each employee's service last commenced with the Regional District. Revised seniority lists shall be sent to the Union every three (3) months. The Union shall post the seniority list on all bulletin boards. Employees shall be required to raise any objection regarding their seniority status within thirty (30) calendar days following the day the revised seniority list is provided to the Union. Failure to object on a timely basis shall preclude any later objection. The Regional District confirms that appointment to a position outside the bargaining unit pursuant to Article 15.08 shall not constitute a break in service for seniority purposes, provided the employee returns to the bargaining unit in accordance with that Article.

14.3 Probationary Employees

Employees shall serve a probationary period of sixty (60) working days that must be worked within a period of one hundred eighty (180) calendar days. During the probationary period employees shall be entitled to all rights and privileges of this Agreement. A probationary employee may be terminated for just cause, which shall include unsuitability provided a fair opportunity for assessment has been given during the probationary period. After completion of the probationary period, seniority shall be effective from the original date of employment.

14.4 Employee Definitions

A "regular full time employee" is a bargaining unit employee who is hired on a permanent basis to work twenty eight (28) hours or more per week on a regularly scheduled basis. Where a regular employee accepts an appointment to a temporary position, he/she remains a regular employee during the period of the temporary appointment, and returns to his/her regular position upon expiry of or layoff from the temporary position.

A "part time" employee is an employee who is hired on a permanent basis to work less than twenty eight (28) hours per week on a regularly scheduled basis. Part time employees will not be eligible for benefits but will be entitled to cash in lieu of benefits in the amount of one dollar and eighty five cents (\$1.85) per hour worked.

A "temporary employee" is a bargaining unit employee who is employed on a determinate or "term certain" full-time or part-time basis. A temporary employee is deemed to have been given layoff notice at the time he/she is appointed to a term certain position, and is not entitled to severance pay upon expiration of his/her appointment. Where a temporary employee continues to be employed in the same capacity following the expiration of his/her term appointment, he/she shall be deemed a regular employee thereafter.

A "casual employee" is a bargaining unit employee who is employed on an "as needed" basis to provide relief for regular or temporary employees.

A "supernumerary employee" is an employee of the Regional District who is not a member of the bargaining unit and who is employed to carry out special projects (such as emergency programs and disaster relief) or under the terms of special employment programs sponsored by third party agencies (such as student summer employment programs and winter works programs).

Nothing in this Section shall limit the Union's right to dispute whether the employee is properly categorized in accordance with the above definitions.

14.5 Loss of Seniority

An employee shall not lose seniority rights if he is absent from work because of sickness, accident, layoff, or leave of absence approved by the District. An employee shall only lose his seniority in the event:

- (a) he is discharged for just cause and is not reinstated;
- (b) he resigns;
- (c) he is absent from work in excess of three (3) working days without sufficient cause, or having sufficient cause, without notifying the District, unless such notice was not reasonably possible, or

- (d) he fails to return to work within seven (7) calendar days following a recall after being notified by registered mail to do so, unless due to sickness or other just cause. It is agreed that the fact the employee is working elsewhere is not just cause for failing to return to work when recalled. It shall be the responsibility of the employee to keep the District informed of his current address in writing;
- (e) he is laid off for a period longer than twelve (12) months.

ARTICLE 15 PROMOTIONS AND STAFF CHANGES

15.1 Job Postings

When a vacancy occurs or a new position is created in the bargaining unit, the Regional District shall notify the Union in writing and post notice of the position on bulletin boards in each work location for a minimum of seven (7) calendar days in order that all members will know of the position and be able to make written application. If the Regional District does not intend to immediately post the vacancy, the Union shall be notified in writing within seven (7) calendar days as to the District's plans for filling the position.

15.2 Statement of Duties

Upon written request, an employee shall be provided in writing with complete and current statement of the duties and responsibilities of his position.

15.3 Information in Postings

Such notice shall contain the following information:

Nature of position, qualifications, required skills, knowledge and education, shift, hours of work, wage or salary rate or range. Qualifications must not be established in an arbitrary or discriminatory manner.

15.4 Method of Making Appointments

In making staff changes, transfers or promotions, appointment shall be made by using an equal application of required qualifications, ability and seniority as the determining factors. Only qualifications and ability relevant to the performance of the work shall be considered.

15.5 Trial Period

The successful and unsuccessful applicants shall be notified within one (1) week following appointment. The successful applicant shall be placed in the position for a trial period of two (2) months. Conditional on satisfactory service, the employee shall be confirmed in the position upon completion of the trial period. With the approval of the Union, the trial period may be extended for one (1) additional month.

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 in the position, he shall be returned to his former position, wage or salary rate and without loss of seniority. Any other employee(s) promoted or transferred because of the rearrangement of positions shall also be returned to his former position, wage or salary rate, without loss of seniority.

15.6 Union Notification

The Union shall be notified immediately of all appointments, hirings, layoffs, transfers, and terminations of employment.

15.7 On the Job Training

Employees will be allowed, as operational requirements permit, opportunities to learn the work of higher-rated or equivalent positions during regular working hours by working together with other employees for temporary periods without affecting the salary or pay of the employees concerned, with such training taking place when staff time is available and at no extra cost to the Employer. The trainee shall remain under supervision. Such opportunities for training shall be allocated to those employees who have indicated a desire to be trained, with seniority being given due consideration.

15.8 Transfer and Seniority Outside Bargaining

No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside of the bargaining unit, he shall retain his seniority accumulated up to the date of leaving the unit. Such employee shall have the right to return to his former position in the bargaining unit within six (6) months of leaving the unit and such period shall be at no loss in seniority or benefits.

15.9 Temporary Vacancies

(a) Temporary Vacancies of Less Than Sixty (60) Days

When any position, including that of Foreman or Supervisor, becomes vacant for less than sixty (60) days, the temporary appointment shall be offered to senior qualified employees within the department first, then bargaining-unit-wide. However, the District shall have the right to determine whether or not the temporary vacancy shall be filled and to what extent.

(b) Temporary Vacancies of Sixty (60) Days or More

A temporary vacancy expected to be sixty (60) calendar days or more in duration shall be posted bargaining-unit-wide. However, employees in a department where the vacancy occurred may be moved or transferred within the department and the resulting vacancy shall be posted bargaining-unit-wide.

(c) Additional Hours for Part-time Employee

A part-time employee shall have the right to work additional hours, up to full-time, and such work shall be offered by seniority, in any position at the employee's work site, if the employee is qualified and able. Such additional hours shall be treated as casual hours, and shall not be counted for the purpose of determining entitlement to benefits or pension. Vacation pay shall be paid out at four percent (4%) on such hours worked.

A part-time employee shall have the right to work additional hours to cover for positions where the coverage is part of the regular requirements of the employee's position, in preference to casual employees.

15.10 Classifications

- (a) Employees called upon to temporarily perform the core functions or substantial duties of a position in a higher paid classification for the day shall be paid the higher rate while so employed.
- (b) An employee temporarily receiving a higher rate of pay shall be paid the higher rate for any Statutory Holidays occurring within that work period, provided the employee has worked at the higher paying job for three (3) weeks.
- (c) An employee appointed to a position that carries salary increments shall, in the case of promotion, start at the increment of the new position sufficient to produce an increase in pay; in the case of a voluntary demotion, an employee shall be paid the increment step of the new position sufficient to produce the least loss of pay. In the case of a transfer, the employee shall be placed at the same increment step in the new position he/she occupied in the former position, with advancement to the next increment taking place in accordance with the employee's service in the original position.
- (d) Existing classifications shall not be eliminated without prior consultation with the Union.
- (e) When any position not covered by the Wage Schedule of this Agreement is established or the duties and responsibilities of a position in the bargaining unit are significantly changed during the term of this Agreement, the rate of pay shall be subject to negotiations between the Regional District and the Union. If the parties are unable to agree on the rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee. Where a new position is created and does not match an existing classification, and the parties are unable to agree on a rate of pay, the parties shall submit the matter to interest arbitration. The arbitrator shall be John Kinzie and if he is not available within three months, an alternative shall be named by mutual agreement.
- (f) Where an employee's job is reclassified downward, the employee's rate of pay shall be red-circled until such time as it falls in line with the rate for the new classification.

15.11 Disabled Employee's Preference

An employee who has been incapacitated at his work by injury or compensatory occupational disease, or permanent disablement is unable to perform his regular duties shall, if possible, be employed in other work which he can perform at the employee's regular worksite. If the available work is outside the employee's regular worksite, the employee shall have the option of accepting the available work. If the employee is unable to return to his regular position within six (6) months from the date of incapacitation, the District shall offer a position(s) based on qualifications and ability, however an employee may not displace an employee with more seniority. Such an employee may be appointed to a vacant position without regard to the seniority provisions of the collective agreement. Such an employee shall not have his salary reduced for a period of twelve (12) months; for the next twelve (12) months he shall receive the rate halfway between his former rate and the position to which he was assigned and then he shall receive the rate for the new position. This Article shall not apply to an employee who qualifies for the maximum pension under the pension plan or has attained the age of sixty-five (65).

ARTICLE 16 LAYOFFS AND RECALLS

16.1 Layoff Defined

A layoff is defined as a reduction in the work force or a reduction in the hours of work of a regular or probationary employee by more than twenty percent (20%) of their scheduled hours. Casual and temporary employees, by the nature of the positions to which they were hired, are deemed not to be laid off, and shall not have rights under this article except where specifically provided.

16.2 Layoff and Recall by Seniority

Both parties recognize that job security should increase in proportion to length of service. In the event of layoff, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority, provided the remaining employees are qualified to perform the available work and subject to the layoff procedure outlined below. In the event of a recall following a temporary reduction of the workforce, employees shall be recalled in order of seniority, provided they possess the qualifications and ability to perform the work. Employees will ultimately be required to return to the position they held prior to the layoff when their position becomes available.

16.3 Notice of Layoff

Other than casual employees, employees who are to be laid off will be given four (4) weeks' notice of layoff in writing.

If an employee has not had the opportunity to work the days as provided in this Article, he shall be paid for the days for which work was not made available.

By definition, temporary employees are deemed to have received lay-off notice as at the date of their appointment to a term certain position. If the Regional District lays off a temporary employee prior to the end of his/her term, layoff notice in accordance with this Article shall apply.

Upon conclusion of a temporary appointment, the employee returns to his/her former position. If hired as a new employee, the employment terminates upon conclusion of the temporary appointment.

16.4 Layoff Procedure

- (a) In the event of a layoff, the employee in the position which is being eliminated or reduced shall be laid off. Where more than one employee works in the same classification, the employee with the least seniority shall be the first laid off.
- (b) A regular employee who has been laid off may bump a less senior employee, providing that the employee has the ability and qualification(s) to perform the job. A part time employee cannot bump into a full time position.

16.5 Employee Options on Layoff

Where an employee's position is being permanently eliminated, the employee, upon receiving written layoff notice, shall have the option of accepting the layoff, bumping or terminating his/her employment and accepting severance pay. Where the layoff is temporary in nature, severance pay does not apply. Where the regular hours of the employee's position are reduced by twenty percent (20%) or more, an employee has the additional option of accepting the position with the reduced hours, but no option of accepting severance pay. Reinstatement of the hours at later date shall not require a posting if the position is held by the employee who received the layoff notice.

16.6 Casual Work for Employee on Layoff

An employee on layoff who chooses to be available for casual work for which he is qualified, shall be called in based on seniority in preference to casual employees. If a laid-off regular employee accepts casual work, the twelve (12) month layoff period shall recommence from the last day of casual work. Benefits will not recommence. A laid-off regular employee who refuses three (3) consecutive calls for casual work will not be called for casual work. An employee on layoff, who does not want casual work, either temporarily or permanently, shall advise the District of his decision, in writing.

16.7 Bumping Procedures

- (a) An employee being laid off and wishing to exercise his bumping rights shall, within three (3) working shifts of his receiving written notification of his layoff, submit in writing to the Administrator or his/her delegate, notice of his intent to exercise bumping rights and shall indicate the position being bumped into.
- (b) The Regional District shall provide any information regarding the relative seniority of employees and required qualifications and ability for positions which the laid off employee may require.
- (c) The Administrator shall advise the employee, in writing, within two (2) working days, of acceptance or rejection of the bump.

- (d) An employee shall be given a one (1) month trial period in the new position. At any time in the trial period the employee may revert to layoff with no recourse to further bumping, and the bumped employee shall revert to their former position.
- (e) The Regional District shall decide the appropriate start date in the position being bumped into. If the employee is placed in the new position before expiry of the notice of layoff period, the wage rate applicable to the notice period shall be paid, if higher.
- (f) An employee bumping into a position, which has a different shift than the current position, shall be placed in the new position at a time that minimizes any overtime or premium payments, which the District would incur due to the bump. However, the employee shall not lose any pay in order to accommodate the start in the new position.

16.8 Notification of Change of Address

It shall be the employee's responsibility to keep the District informed in writing of his current address and phone number. Each employee will provide to the Regional District written confirmation of their current address and phone number if there has been a change.

16.9 Severance Pay

Following a minimum of one (1) year continuous employment, the amount of severance pay shall be five (5) working days for each completed year of continuous employment, but the total amount of severance pay which may be paid shall not exceed one hundred twenty (120) working days with pay. After working a minimum of one (1) year, severance pay for any portion of a year will be prorated. Severance is calculated based on the employee's daily rate of pay at the date of layoff.

An employee whose position is eliminated may elect to forfeit his/her recall rights and accept severance pay. An employee who is laid-off and whose recall rights have expired is entitled to severance pay.

Upon payment of severance pay, all rights under this Agreement are extinguished except continuation of medical, dental and extended health benefits, which shall be limited to three (3) months. An employee shall automatically be paid severance pay within one (1) week of loss of seniority rights.

ARTICLE 17 LEAVE - GENERAL

17.1 Informed of Vacation and Sick Leave Credits

An employee is entitled to be informed, upon request in writing to the Administrator, of the balance of his vacation and sick leave credits. The Regional District shall provide the balance within five (5) working days of the request. Where more than two (2) employees have made such a request within the same five (5) day period, the time permitted for responding shall not apply. In such cases, the Employer shall respond in a reasonable time (meaning as close as possible to the five (5) days in the circumstances), subject to its operational requirements and the availability of staff.

17.2 Vacation Pay after Death of Employee

When the employment of an employee, who has been granted more vacation than the employee has earned, is terminated by death, the employee is considered to have earned the amount of the leave with pay granted to him.

17.3 Different Types of Leave at the Same Time

An employee shall not be granted two (2) different types of leave with pay in respect to the same period of time.

17.4 Leave with Pay While Suspended

An employee is not entitled to leave with pay during the periods the employee is under suspension.

ARTICLE 18 VACATION LEAVE

18.1 Vacation Leave Credits

- (a) An employee, during the first two (2) years, shall receive four percent (4%) vacation pay or earn credits of up to five sixths (5/6) days per month to a maximum of ten (10) working days vacation time. Credits accumulated will include credits earned while on the probationary period;
- (b) From two (2) to five (5) years, fifteen (15) working days with pay or six percent (6%), credits to accumulate at one and a quarter (1¼) days per month;
- (c) From greater than five (5) to ten (10) years, twenty (20) working days with pay or eight percent (8%), credits to accumulate at one and two thirds (1 2/3) days per month;
- (d) After ten (10) years, twenty-five (25) working days with pay or ten percent (10%), credits to accumulate at two point zero eight three (2.083) days per month;
- (e) After eighteen (18) years, thirty (30) working days with pay or twelve percent (12%), credits to accumulate at two and a half (2½) days per month.
- (f) Overtime may be accumulated to a maximum of ten (10) working days in any calendar year and taken as banked time off, with prior written approval;
- (g) Credits will automatically increase in the month of the employee's anniversary date;

18.2 Granting of Vacation Leave

- (a) An employee's vacation leave shall be taken in the year in which the employee becomes eligible for such leave. The employee shall submit his or her request for vacation leave at least five (5) days in advance.
- (b) Employees shall endeavour to advise the employer, in writing, of vacation leave preferences by May 31st. Vacation requests received by May 31st shall be granted by seniority.
- (c) Vacation requests submitted after May 31st shall be granted on a first come first served basis.

- (d) Where, in scheduling vacation leave, the Employer is unable to comply with the employee's written request due to the operational requirements of the employment, the Employer agrees to make every reasonable effort, subject to the operational requirements of the Employer, to comply with any subsequent request made by the employee concerning his vacation leave.

18.3 Notice

The Employer shall give an employee as much notice as is practicable and reasonable of approval or disapproval of a request for vacation leave. In the case of disapproval, alteration or cancellation of such leave, the Employer shall give the reason therefore.

18.4 Carry-Over Provision

Employees are required to request to take all their vacation leave during the year in which it is earned. However, where in any calendar year an employee has not been granted all the vacation leave credited to him, the unused portion of his vacation leave shall be carried over into the following year. Carry-over beyond one (1) year, shall be by written request to the Employer and shall be by Employer approval only.

18.5 Shorter Notice Period

The Employer may, for good and sufficient reason, grant vacation leave on shorter notice than that provided for in Clause 18.2 (a).

18.6 Vacation Leave Procedures

In granting vacation leave with pay to an employee, the Employer shall, subject to the operational requirements of the employment, make every reasonable effort:

- (a) to grant the employee his vacation leave for at least two (2) consecutive weeks, if so requested by the employee no later than May 31;
- (b) to grant the employee his vacation leave on any other basis requested by the employee if the employee makes his request no later than May 31;
- (c) to grant an employee vacation leave when specified by the employee if:
 - i) the period of vacation leave requested is less than a week; and
 - ii) the employee gives the Employer at least two (2) working days advance notice, provided always that a minimum of five (5) days notice shall be required in respect of a period of vacation leave where the granting of such a request involves changing the scheduled shift of one or more other employees.

18.7 Illness or Bereavement During Vacation

Sick leave or bereavement leave may be substituted for vacation where it can be satisfactorily established by the employee that a confining illness or an incapacitating accident or a death in the immediate family occurred while on vacation. A claim based on a confining illness or incapacitating accident must be accompanied by a doctor's certificate.

18.8 First Six (6) Months of Employment

An employee earns, but is not entitled to receive vacation leave with pay during his first six (6) months of employment.

18.9 Vacation Advances

An employee is entitled to vacation leave with pay to the extent of his earned credits but an employee who has completed six (6) months of continuous employment may receive an advance of credits equivalent to the anticipated credits for the vacation year.

18.10 Recall from Vacation Leave

The Employer will make every effort not to recall an employee to duty after he has proceeded on vacation leave.

18.11 Vacation Leave When Employment Terminates

When an employee dies, his estate shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave to his credit by the daily rate of pay to which he is entitled at the time of the termination of his employment.

18.12 Termination of Employment

In the event of termination of employment for reasons other than death, the Employer shall recover from any monies owed the employee an amount equivalent to unearned vacation leave taken by the employee, calculated on the basis of the daily rate of pay to which he is entitled at the time of the termination of his employment.

18.13 Fractional Entitlements

If at the end of a calendar year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half ($\frac{1}{2}$) day, the entitlement shall be increased to the nearest one-half ($\frac{1}{2}$) day.

18.14 Cancellation of Vacation Leave

When the Employer cancels or alters a period of vacation leave which it has previously approved in writing, the Employer shall reimburse the employee for the non-returnable portion of vacation contracts and reservations made by the employee in respect of that period, subject to the presentation of such documentation as the Employer may require. The employee must make every reasonable attempt to mitigate any losses incurred and will provide proof of such action to the Employer.

ARTICLE 19 HOLIDAYS

19.1 Designated Holidays

- (a) The designated holidays with pay for the purpose of this Article are as follows:

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

And all other holidays declared by the Provincial and Federal Governments.

- (b) If by law or decree, another day is substituted for the observance of any holiday listed above, the day of observance shall be considered as the holiday insofar as payment of Statutory Holiday pay is concerned.
- (c) When any of the above noted holidays falls on a Saturday and/or Sunday and is not proclaimed as being observed on some other day, Monday and Tuesday where applicable based on the employee's schedule, shall be deemed to be the holiday(s) for the purpose of this Article.

19.2 Holiday Falling on a Day of Rest or Vacation

When a day designated as a holiday coincides with an employee's day of rest, the holiday shall be moved to the first day the employee is scheduled to work following his day of rest.

19.3 Day Designated as a Holiday is Moved

When a day designated as a holiday for an employee is moved to another day under the provisions of Clause 19.01:

- (a) work performed by an employee on the day from which holiday was moved shall be considered as work performed on a day of rest; and
- (b) work performed by an employee to which the holiday was moved shall be considered as work performed on a holiday.

19.4 Compensation for Work on a Holiday

An employee who works on a designated holiday shall receive compensation at the:

- (a) double time rate for the first eight (8) hours worked by him on the holiday; and
- (b) double time and half rate for the time worked by him on the holiday in excess of eight (8) hours.

19.5 Continuous Operation

Where an employee is employed in a continuous operation which does not shutdown on a holiday and he works on the holiday:

- (a) he shall be paid compensation in accordance with provisions for working on a holiday above, or
- (b) upon request, and with the approval of the Employer, he shall be granted:
 - i) a day of leave with pay at the later date in lieu of the holiday; and
 - ii) pay at a straight time rate for all hours worked by him on the holiday.

19.6 Holiday Coinciding with a Day of Paid Leave

When a day that is a designated holiday for an employee falls within a period of vacation leave with pay, that day shall count as a holiday and not as a day of vacation leave.

ARTICLE 20 OTHER LEAVE WITH OR WITHOUT PAY

20.1 Marriage Leave/Commitment Ceremony

- (a) After the completion of one (1) year of continuous employment with the Employer, and providing an employee gives the Employer at least five (5) days notice, he shall be granted five (5) days leave with pay, for the purpose of getting married.
- (b) For an employee with less than two (2) years of employment, in the event of termination of employment for reasons other than death or lay-off within six (6) months after granting of marriage leave, an amount equal to the amount paid the employee during the period of leave will be recovered by the Employer from any monies owed the employee.

20.2 Bereavement Leave

- (a) Where a member of an employee's immediate family dies, he shall be entitled to leave with pay for a period of up to four (4) days, and may, in addition, be granted up to five (5) days special leave with pay for the purpose of travel.

"Immediate family" is designated as father, mother, (or alternately) stepfather, stepmother, (or foster parent), brother, sister, spouse, child, stepchild, grandparent(s), son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, or ward of the employee, father-in-law, mother-in-law, and/or a relative who permanently resides with the employee.

- (b) If, during a period of vacation leave an employee becomes entitled to bereavement leave under this clause, he shall be granted bereavement leave and his vacation leave credits shall be restored to the extent of any concurrent special leave granted.
- (c) An employee is entitled to leave with pay up to a maximum of one-half (½) day for the purpose of being a mourner. There is no travel time allowed for this purpose.

20.3 Leave for Birth or Adoption of Child

An employee may be granted one (1) day leave with pay for needs directly related to the birth or adoption of his child. This leave may be divided into two (2) periods and granted on separate days.

20.4 Maternity Leave

- (1) A female employee who requests leave under this section is entitled to up to seventeen (17) weeks of unpaid leave:
 - (a) beginning:
 - (i) no earlier than eleven (11) weeks before the expected birth date, and
 - (ii) no later than the actual birth date, and
 - (b) ending:
 - (i) no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and
 - (ii) no later than seventeen (17) weeks after the actual birth date.
- (2) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
- (3) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (1) or (2).
- (4) A request for leave must:
 - (a) be given in writing to the employer,
 - (b) if the request is made during the pregnancy, be given to the employer at least four (4) weeks before the day the employee proposes to begin leave, and

- (c) if required by the employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (3).
- (5) A request for a shorter period under subsection (1) (b) (i) must:
- (a) be given in writing to the employer at least one (1) week before the date the employee proposes to return to work, and
 - (b) if required by the employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

20.5 Parental Leave

- (1) An employee who requests parental leave under this section is entitled to,
- (a) for a birth mother who takes leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken unless the employer and employee agree otherwise,
 - (b) for a birth mother who does not take leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty two (52) weeks after that event,
 - (c) for a birth father, up to thirty seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty two (52) weeks after that event, and
 - (d) for an adopting parent, up to thirty seven (37) consecutive weeks beginning within fifty two (52) weeks after the child is placed with the parent.
- (2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).
- (3) A request for leave must
- (a) be given in writing to the Employer,
 - (b) if the request is for leave under subsection (1) (a) or (b), be given to the Employer at least four (4) weeks before the employee proposes to begin leave, and
 - (c) if required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- (4) An employee's combined entitlement to leave under and this section is limited to fifty two (52) weeks plus any additional leave the employee is entitled to under this section.

20.6 Court Leave

Leave with pay shall be given to an employee other than an employee on leave of absence without pay or under suspension, who is required:

- (a) to serve on a jury; or
- (b) by subpoena or summons to attend as a witness in a proceeding held:
 - i) before a court, judge, justice, magistrate or coroner;
 - ii) before the Senate or House of Commons otherwise than in the performance of the duties of his position
 - iii) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witness before it; or
- (c) An employee shall be reimbursed for the difference in pay between the wages earned while on court leave providing he produces the supporting documents.

20.7 Injury on Duty Leave

- (a) An employee shall be granted injury on-duty leave with pay for such reasonable period as may be determined by the Employer where the Worker's Compensation Board has notified the Employer that the employee is unable to work and will be granted wage-loss benefits because of:
 - i) personal injury received in the performance of his duties and not caused by the employee's wilful misconduct; or
 - ii) an illness or disease resulting from the nature of his employment.

The employee will receive his regular net pay while on such leave. The Employer will receive the Worker's Compensation cheque. Alternatively, the employee may elect to take an unpaid leave and receive wage loss payments directly from the WCB.

- (b) If partial disability due to injury is certified as temporary through an appropriate Worker's Compensation Board and the employee, with the approval of that Worker's Compensation Board, returns to work and performs duties having a lower authorized rate of pay, he may, for a period, to be determined by the Employer, continue to receive wages applicable to the duties he performed prior to the injury.

For greater clarity, nothing in this Article limits the Employer's right to terminate the employee on non-culpable grounds for just cause.

20.8 Examination Leave

Leave of absence with pay may be granted for an employee to write any Employer approved examinations.

20.9 Other Leave with Pay

The Employer may grant leave with pay for purposes other than those specified in this Article, including military or civil defence training, and emergencies affecting the community, family, or place of work. The Employer may also grant leave with pay to employees who are called to perform emergency services with emergency relief programs, recognized as such by the Employer. Such emergency relief programs shall include the Provincial Emergency Program (PEP) and the Emergency Disaster Child Care Society (EDCCS). If the employee receives any honorarium, stipend, allowance or other form of compensation from the agency or program in question, the employee shall be required to pass such amounts over to the Regional District. Leave with pay for any of these purposes must be approved by the Administrator.

20.10 Other Leave Without Pay

The Employer may grant leave without pay for any purpose.

20.11 Sabbatical Leave

An employee with at least five (5) years service may be granted sabbatical leave up to one (1) year for the purpose of religious study, travel or teaching. These employees will retain their seniority position upon returning to the Employer, but will not accumulate credits for sick leave, vacation leave or any other type of leave during the period that they are absent from their employment.

20.12 For Union Business

Up to two (2) representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on negotiations with the District, or up to two (2) representatives, exclusive of the grievor with respect to a grievance (excluding arbitration). The parties agree that negotiations and grievances must be pursued diligently and expeditiously to minimize the cost and disruption to the Regional District.

20.13 Union Conventions and Meetings

- (a) Leave of absence without pay and without loss of seniority shall be granted upon request to the Regional District to employees elected or appointed to represent the Union at Union Conventions, subject to operational requirements.
- (b) Leave of absence without pay shall be granted to employees to attend Executive and Committee meetings of the Canadian Union of Public Employees, its affiliated or chartered bodies, subject to operational requirements.
- (c) Leave of absence without pay and without loss of seniority may be granted upon request to the District for employees to attend Union Seminars. Reasonable written notice shall be provided to the District.
- (d) No request for leave of absence under this provision shall be unreasonably withheld.

- (e) Leave under this section shall be treated as paid time, not worked. Employee benefits shall continue as normal, and the Regional District shall bill the Union for the cost of wages plus twenty percent (20%) for benefits.

20.14 Family Responsibility Leave

All employees are entitled to up to five (5) days of unpaid leave per year in accordance with the rules of the Employment Standards Act.

20.15 Compassionate Care Leave

Employees shall be eligible for leave without pay to care for a terminally ill family member in accordance with the Employment Standards Act.

ARTICLE 21 SICK LEAVE

21.1 Purpose

An employee shall be granted sick leave with pay when he is unable to perform his duties because of illness or injury provided that the employee produces a medical certificate substantiating the absence, when reasonably requested to do so by the Employer taking into consideration his/her absenteeism record and/or the pattern of absences, and provided that he has the necessary sick leave credits.

The Union and the District agree that sick leave provisions are provided for those employees who are legitimately sick and therefore agree to work cooperatively in an effort to discourage the abuse of these provisions.

21.2 Credits

Employees shall earn sick leave credits at a rate of one (1) working day for each calendar month in which the employee works a minimum of ten (10) full days, to a maximum of one hundred and twenty (120) days.

On termination of employment, sick leave credits shall be paid:

- (a) up to eight (8) years continuous employment, twenty percent (20%) of his total accumulated unused sick leave credits, or up to a maximum of sixteen (16) days.
- (b) eight (8) years or over of continuous employment, forty percent (40%) of his total accumulated unused sick leave up to a maximum of thirty-two (32) days.

21.3 Eligibility

An employee is not eligible for sick leave with pay or accumulation of sick leave credits during any period in which he is on leave of absence without pay or under suspension. Sick leave without pay shall be granted to an employee who does not qualify for sick leave with pay or who is unable to return to work at the end of the period for which sick leave with pay is granted.

21.4 Discipline Resulting in Termination

In the case of an employee, who has less than two (2) years of continuous employment, is dismissed as the result of disciplinary action, that employee will not be entitled to payment of accumulated sick leave credits upon dismissal.

21.5 Joint Sick Leave Bank

The Employer shall contribute ten (10) sick leave days per month to a sick leave bank, to a maximum of one hundred fifty (150) days, which shall be jointly administered by the Sick Leave Bank Committee. Regional District employees may also contribute sick leave credits to the sick leave bank by deducting the credits from their personal sick leave banks, provided the request is made in writing.

Employees who do not have sufficient personal sick leave credits to cover a period of absence in excess of three (3) working days may apply to the Sick Leave Bank Committee (composed of two (2) officers of CUPE Local 105 who are not members of the bargaining unit appointed from time to time by the Union, and two (2) members of the Regional District Board appointed from time to time by the Personnel Committee) for additional assistance. Each such application will be considered on its merits (taking into consideration the reasons why the employee does not have sufficient personal sick leave credits available), will be decided by a majority vote of the Committee (three (3) of four (4) required for leave to be granted) and shall be limited to a number of days sufficient to cover the LTD waiting period only. To be eligible for benefits from the sick leave bank, there must be sufficient sick leave credits available in the sick leave bank and the employee must first exhaust their personal sick leave credits. Sick leave credits drawn from the sick leave bank shall provide an eighty percent (80%) wage indemnity.

21.6 Ongoing Medical Condition Information

In order to remain eligible for any type of sick leave, including that potentially available from the Joint Sick Bank, the employee must provide ongoing and consistent medical evidence that he continues to be unable to work due to a confirmed illness or injury.

ARTICLE 22 HOURS OF WORK

22.1 Hours of Work

Full-time employees shall be scheduled to work a maximum of eight (8) hours per day and a minimum of seven (7) hours per day, five (5) days per week. The Regional District agrees to establish and maintain work schedules consistent with its reasonable operational requirements. The Regional District will not use its right to schedule work in a manner that is discriminatory, arbitrary or capricious, or for reasons amounting to bad faith.

22.2 Shift Changes

Seventy-two (72) hours notice shall be given before an employee's shift is changed. Failure to provide at least twelve (12) hours rest between shifts which are being changed, shall result in payment of overtime at established rates for any hours worked during such normal rest period.

- (i) Shift changes shall only be made at a time when all employees involved shall suffer no loss of wages because of such shift changes.
- (ii) A maximum shift shall be eight (8) hours work within a twenty-four (24) hour period commencing at 12:00 a.m.
- (iii) All time worked beyond a regular shift of eight (8) hours in the twenty-four (24) hour period (commencing at 12:00 a.m.) shall be considered overtime and shall be paid at the applicable overtime rates.

The Employer will make every reasonable effort to avoid excessive fluctuation in hours of work.

22.3 Change of Regular Work Week

When employees are required to change their regular hours of work, either temporarily or permanently, the Regional District will notify the employee and the Union at least three (3) working days prior to the change, except in emergencies.

Should any worksite fail to have the minimum complement of employees required to keep the premises safely operating and open to the public, a mandatory shift change shall come into effect.

22.4 Periods

All employees shall be entitled to two (2) paid fifteen (15) minute rest periods during each shift at times convenient to the contingency of the project.

The time spent reporting to work or returning to his residence by an employee does not constitute time worked.

An employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours of work. Employees shall not be required to work excessive hours of work.

The Employer shall give an employee at least two (2) consecutive days of rest at a time. Such two (2) consecutive days of rest may be in separate calendar week.

22.5 Reporting Pay

- (a) A regular full-time employee reporting for his or her regular shift shall be paid his regular rate of pay for the entire period of work, with a minimum of four (4) hours pay.

- (b) Other employees required to report for work shall receive a minimum of two (2) hours pay. A casual employee reporting more than once during a twenty-four (24) hour period shall receive the two (2) hour minimum each time he or she reports to work.
- (c) Regular employees called into work outside their scheduled hours of work shall receive a minimum of two (2) hours pay, at the applicable rate.
- (d) The Employer will call in regular employees in preference to casual employees (except in cases of relief), but shall be entitled to minimize the cost to the Regional District in doing so.

ARTICLE 23 ASSIGNMENT OF OVERTIME WORK

23.1 Preamble

Subject to the operational requirements of the Regional District, the Employer shall make every reasonable effort:

- (a) to allocate overtime work on an equitable basis among readily available qualified employees; and
- (b) to give employees who are required to work overtime adequate advance notice of this requirement, whenever possible.

23.2 Overtime Compensation

An employee is entitled to overtime rate of pay of each completed fifteen (15) minute period of overtime worked.

23.3 Training Courses

The daily overtime rate of pay provision shall not apply to an employee attending a training course, except that an employee who performs his normal duties during his regular working hours shall be paid at overtime rates for time spent after his normal hours of work, while he is in attendance at training sessions.

23.4 Banking of Over-Time

Overtime may be accumulated to a maximum of ten (10) work-days in a calendar year and taken as banked time off, with prior approval. Banked time off shall be limited to two (2) work weeks per employee at any one (1) time. Banked time shall be taken within one (1) year of the date it was credited to the employee.

Banked time off will be scheduled at times convenient to both the employee and the employer.

23.5 Overtime Payments

Overtime compensation for work by a regular employee outside of regularly scheduled shifts shall be in cash or banked time.

23.6 Overtime shall be compensated for at the following rates:

- (a) time and one-half (1½) the employee's straight time rate for each hour worked in excess of eight (8) hours of work up to eleven (11) hours in any one day;
- (b) double (2) the employee's straight-time rate for each hour worked in excess of eleven (11) hours of work;
- (c) time and one-half (1½) for the first day of rest;
- (d) double time (2) for the second day of rest;
- (e) double (2) time plus regular pay for statutory holiday;

If an employee is required to standby for duty in cases of possible emergencies, the employee will be paid two (2) hours straight time rate for each eight (8) hours of standby.

23.7 Overtime meal breaks

An employee, who works more than four (4) hours of overtime, is entitled to one (1) hour break for a meal after the fourth (4th) hour, and one (1) ten (10) minute rest break during each four (4) hour period.

ARTICLE 24 PAYMENT FOR TRAVEL TIME

24.1 Travel Outside of the Regional District

Provided an employee is authorized by the Employer to travel outside of the Regional District Office at which he is normally employed on District business, the employee will be compensated for travel time.

24.2 Compensated Travel Time

Travel time to be compensated for is as follows:

- (a) For travel by private means of transportation, the normal time, as determined by the employer, to proceed from the employee's place of residence, or work place, as applicable, directly back to his residence or work place;
- (b) For travel by other than private means of transportation, the time between scheduled time of departure and the time of arrival at the destination, including the normal travel time to and from point of departure, as determined by the employer; and
- (c) In the event that an alternate time of departure and/or means of travel is requested by the employee, the employer may authorize such alternate arrangements in which case compensation for travel time shall not exceed that which would have been payable under the employer's original determination.

24.3 Employee Required to Travel

If an employee is required to travel:

- (a) On a normal working day on which he travels but does not work, the employee shall receive his regular pay for the day;
- (b) On a day of rest, the employee shall be paid at the applicable rate for hours travelled up to a maximum of eight (8) hours.
- (c) On a designated paid holiday, the employee shall be paid at the applicable rate for hours travelled up to a maximum of eight (8) hours.

ARTICLE 25 TECHNOLOGICAL CHANGE

25.1 General Provisions

The Employer and the employees recognize the overall advantages of technological change. Both parties will, therefore, encourage and promote technological change and improvements. The Employer will consult with the Union when the need for technological change is identified or when impending technological change is anticipated.

During the term of this Agreement any dispute arising in relation to adjustment to technological change shall be discussed between the bargaining representatives of the two (2) parties to this Collective Agreement.

The Employer agrees to provide as much advance notice as practicable, but not less than three (3) months notice to the employees of any major technological change in equipment which would result in changes in the employment status or working conditions of employees as provided for in this Agreement. For clarity, this would include any technological change that affects the terms and conditions or security of employment of the employees to whom this Collective Agreement applies and/or alters the basis upon which the Collective Agreement was negotiated.

All reasonable effort will be made to relocate personnel displaced by technological change.

25.2 Training Benefits

Where new or greater skills are required than those already possessed by affected employees, such employees shall, at the expense of the District, be given a reasonable period of time to acquire the skills necessitated by the technological change.

There shall be no reduction in pay upon being reclassified in the new position, however, if the employee's position is reclassified downwards, his rate of pay will be red-circled. Red-circling is defined as maintaining the employee's rate of pay (wage rate) without any pay decreases until such time as the wage rate of the classification is equal to (matches) the employee's red-circled rate.

Where possible, the parties shall seek the assistance of external resources such as the Human Resources Development Canada and Provincial Ministry of Labour or other recognized training institutions. The parties recognize that there may be circumstances where an employee is not able to acquire the required skills despite the efforts of the parties to the collective agreement.

ARTICLE 26 JOB SECURITY

26.1 General Provisions

The Employer will give all reasonable consideration to continued employment of employees who would otherwise be laid-off because work is contracted-out. The Employer shall consult with the Union prior to contracting out work performed by bargaining unit employees. The Employer will notify the Union of proposed contracting out where the Regional District Board accepts a management recommendation to consider contracting out or pursues an examination of contracting out on its own initiative.

26.2 Retirement

On retirement, an employee shall be paid severance pay equal to the product of multiplying his weekly rate of pay on termination of employment by the number of completed years of continuous employment to a maximum of twenty-four (24) years.

To be eligible for retirement an employee must have reached the age of fifty-five (55), terminate his or her employment and apply for superannuation.

ARTICLE 27 SAFETY AND HEALTH

27.1 Safety Committee

The parties agree to form a Safety Committee constituted in accordance with the requirements of the Workers Compensation Board Occupational Health and Safety Regulations in force as at January 23, 2002, notwithstanding subsequent amendments thereto.

The Safety Committee shall meet as required to make recommendations to the Administrator on matters of occupational health and safety. The Union shall forward to the employer the names of its representatives.

27.2 Safety Equipment and Clothing

- (a) The parties agree to abide by the applicable Occupational Health and Safety Regulations in force as at January 23, 2002 notwithstanding subsequent changes to the legislation.
- (b) Employees working in any unsanitary or dangerous jobs shall be supplied with all the necessary tools, safety equipment and protective clothing as determined by the Safety Committee and the District Administrator, in accordance with applicable OH&S Regulations.

(c) Protective Clothing

The Regional District agrees to maintain its existing policy regarding the provision of Protective Clothing for employees for the term of this Agreement (as provided to the Union in writing). Additionally, the Employer agrees to add raingear to the list of Protective Clothing provided under the terms of the Policy. Finally, the Regional District will continue its policy of purchasing Canadian-made clothing where it is practicable and cost effective to do so.

27.3 Boot Allowance and Work Clothing Allowance

All regular Recycling and Landfill employees shall be entitled to a reimbursement of one hundred percent (100%) of the cost of suitable safety footwear and other appropriate work clothing, up to a maximum of two hundred and twenty-five dollars (\$225.00) per calendar year.

Employees required to wear safety boots in accordance with WCB regulations must provide the appropriate footwear. Employees shall not use their safety boots except in the service of the Regional District.

27.4 Hard Hats

Hard hats will be supplied by the District. Employees failing to return the hard hat upon termination will have the cost of a replacement hard hat removed from their last pay cheque.

27.5 Right to Refuse Unsafe Work

- (1) An employee must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that employee has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.
- (2) An employee who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to subsection (1) must immediately report the circumstances of the unsafe condition to his or her supervisor or employer.
- (3) A supervisor or employer receiving a report made under subsection (2) must immediately investigate the matter and;
 - (a) ensure that any unsafe condition is remedied without delay, or
 - (b) if in his or her opinion the report is not valid, must so inform the person who made the report.
- (4) If the procedure under subsection (3) does not resolve the matter and the employee continues to refuse to carry out the work process or operate the tool, appliance or equipment, the supervisor or employer must investigate the matter in the presence of the employee who made the report and in the presence of;
 - (a) a employee member of the joint Occupational Health and Safety (OH&S) committee,
 - (b) a shop steward or the union president or sub-local vice-president, or

- (5) If the investigation under subsection (4) does not resolve the matter and the employee continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the supervisor, or the employer, and the employee must immediately notify an officer of the Workers' Compensation Board, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.
- (6) No employee shall be subject to discriminatory action because the worker has acted in compliance with the right to refuse unsafe work or with an order made by an officer of the Workers' Compensation Board.
- (7) Temporary assignment to alternative work at no loss in pay to the worker until the matter is resolved is deemed not to constitute discriminatory action.

27.6 Respirators

The Regional District will provide suitable respirators when required under the Health and Safety Standards.

27.7 Pay for Injured Employees

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, unless a doctor or nurse states that the employee is fit for further work on that shift.

ARTICLE 28 MEDICAL COVERAGE

28.1 Basic Medical

The Employer shall pay the cost of premiums on behalf of regular full time employees and their dependents for basic medical coverage under the British Columbia Medical Services Plan. Upon becoming a regular full time employee, employees requiring medical coverage may make application through the employer.

28.2 Extended Health Coverage

The Employer shall pay the cost of premiums on behalf of regular full time employees and their dependents for extended medical coverage, which shall include the following benefits, subject to a twenty-five dollars (\$25.00) annual deductible and five hundred thousand dollars (\$500,000) lifetime maximum:

- eighty percent (80%) reimbursement for approved chiropractor, physiotherapy, massage and naturopathic services, to a combined maximum of four hundred and fifty dollars (\$450.00) per person per year.
- one hundred percent (100%) reimbursement of approved eyeglass and/or contact lens expenses to a maximum of five hundred dollars (\$500.00) per family member every two (2) years. One (1) eye exam paid per family member every two (2) years.

- Employee(s) purchasing a hearing aid, shall be provided coverage to one thousand dollars (\$1,000.00) per a twenty-four (24) month period. If the health and welfare plan does not provide this coverage, the Employer will reimburse the employee, upon submission of the receipt, the balance up to a maximum of one thousand dollars (\$1,000.00) in the form of a general payment.
- Reimbursement of up to one hundred and twenty-five dollars (\$125.00) per night for hotel rooms for the member when travelling for medical appointments outside of Prince Rupert. Hotel receipts will need to be provided.
- eighty percent (80%) reimbursement of approved podiatrist expenses to a maximum of one hundred dollars (\$100) per person per year.

Upon becoming a regular full time employee, employees requiring medical coverage may make application through the employer. This coverage applies to the employee and his/her eligible dependents.

28.3 Covered by Other Medical Plans

When employees are covered by other medical plans, they are not required to register with the employer's plan.

28.4 Medical Referral

A regular full time employee shall be allowed up to two (2) days per medical referral within the Northwest and three (3) days per referral to Vancouver or elsewhere with an annual maximum of five (5) days from their sick bank for the purpose of attending medical facilities or medical practitioners outside of SQCRD area for the employee, spouse or child when:

- such facilities or practitioners are not available in SQCRD area, or
- a medical practitioner makes such a referral
- details of travel and proof of appointment shall be submitted to the Employer

This includes dental and therapeutic referrals.

ARTICLE 29 DENTAL COVERAGE

29.1 General Provisions

The Employer will pay the cost of premiums for regular full time employees for dental coverage providing the following benefits: Plan "A" (Basic) – one hundred percent (100%); Plan "B" (Major Restorative) – eighty-five percent (85%); and Plan "C" (Orthodontic) – one hundred percent (100%) to a lifetime maximum of seven thousand dollars (\$7,000) for both adults and children.

Upon becoming a regular full time employee, employees may make application for coverage. This coverage applies to the employee and his/her eligible dependents.

ARTICLE 30 GROUP INSURANCE

30.1 General Provisions

The Employer will pay the cost of premiums for eligible full time regular employees for group insurance coverage providing the following benefits: basic life insurance of two (2) times yearly salary to a maximum of seventy thousand dollars (\$70,000.00); accidental death and dismemberment insurance of two times yearly salary to a maximum of two hundred fifty thousand dollars (\$250,000).

30.2 Excess Life Insurance

The Employer will make available to regular full time employees at the employee's cost excess life insurance coverage to a maximum of two hundred thousand dollars (\$200,000) and optional life insurance (employees and spouses) up to a maximum of two hundred fifty thousand dollars (\$250,000).

30.3 Long Term Disability

- (a) The Employer agrees to provide and pay for a long term disability plan for all regular full time employees.
- (b) Long Term Disability coverage is based on two thirds (2/3rds) salary continuation to a maximum of two thousand five hundred dollars (\$2,500.00) per month, with a three (3) month waiting period.

30.4 Application for Coverage

Upon becoming a regular full time employee, employees may make application for coverage. This coverage applies to the employee only.

ARTICLE 31 SUPERANNUATION

31.1 Pension Plan

All eligible regular employees are required to contribute to the applicable municipal employees pension plan under the *BC Municipal Pension Plan*.

31.2 Formula for Pension Plan

Contributions to the Municipal Plan are determined by a formula worked out by the applicable municipal employees' pension plan. All employees and employer's contributions are made under this formula.

ARTICLE 32 PAY

32.1 Inform of Changes

The Employer shall inform the Union of any changes to pay periods or to paydays.

32.2 Payday on a Weekend

Should a payday fall on a weekend, the pay will be distributed on the Friday before the weekend.

32.3 Overtime on the Last Day or Two of a Month

When a weekend falls on the last day or two of a month, and an employee works on that weekend, the overtime pay will be added to the next months' pay.

32.4 Pay before Holidays

Employees requiring their pay before going on holidays a few days before payday may apply to the employer for an advance pay. The granting of such pay will be at the employer's discretion.

32.5 Deductions for Third Party Payments

Payroll deductions for third party payments may be made by written application to the employer.

32.6 Equal Pay for Equal Work

The principle of equal pay for equal work or substantially similar work shall apply, regardless of sex.

32.7 Direct Deposit

All employees receive their pay through Direct Deposit to their bank account. Employees are responsible for providing Payroll with current banking information and for keeping Payroll up to date if any changes occur.

32.8 Use of Personal Vehicle

Employees required to use their own vehicle to perform duties of the employer shall be paid the current Government of BC kilometre rate per kilometre driven.

ARTICLE 33 RE-EMPLOYMENT

33.1 Re-employed after Resignation

A regular employee who resigns his position and within sixty (60) calendar days is re-employed as a regular employee shall be granted a leave of absence without pay covering those days absent and shall retain, effective the date of re-employment all provisions and rights in relation to fringe benefits provided the employee has not withdrawn his superannuation contributions.

ARTICLE 34 MEDICAL-DENTAL APPOINTMENTS

34.1 Regular Employee Medical-Dental Appointments

A regular employee shall be permitted two (2) hours, without loss of pay, for local medical and dental appointments, providing the employer is given forty-eight (48) hours notice, except in case of emergency. Employees will endeavour to book such appointments on their days off or after hours of their work schedule and only as a last resort to book such appointments at the end of their work day.

ARTICLE 35 ILLNESS OR INJURY WHILE ON BUSINESS OUTSIDE OF THE PROVINCE

35.1 Ill or Injured Out of Province

An employee who becomes ill or injured while out of the province on the Employer's business, may make application for reimbursement of reasonable medical surgical and hospital fees not covered by the employee's medical plan. Where the employee has declined coverage under the Employer's medical plans and has relied on inferior coverage that may be taken into account in determining the extent to which the Employer will reimburse the employee under this provision.

35.2 Additional Accommodation and Transportation

The Employer may also pay any additional accommodation, transportation and incidental expenses resulting from such illness or injury.

ARTICLE 36 REGIONAL DISTRICT VEHICLE(S) AND EQUIPMENT USE

36.1 District Vehicles

District-owned or leased vehicles and/or equipment are to be used to conduct Regional District business or tasks.

36.2 Incidental Use

Incidental use of Regional District vehicles and/or equipment for travel to and from work and other purposes may be authorized by the Administrator.

36.3 Smoking

Smoking is not permitted in Regional District vehicles or equipment.

36.4 Use of Vehicles

Users of Regional District vehicles are to use them in a manner that would not cause public criticism; such as, parking the vehicle outside of licensed establishments or for personal errands.

ARTICLE 37 EDUCATION ASSISTANCE

37.1 This Article will only apply to:

- (a) those employed for more than six (6) months;
- (b) courses deemed by the Administrator to be of benefit to the employer and employee and related to the vocation of the applicant; and
- (c) employees who have not terminated, given or received notice of termination.

To encourage Regional District employees to improve their qualifications in their present vocation and thereby make themselves more valuable to the Regional District, financial assistance is available as follows:

37.2 Correspondence Courses (forming part of a recognized diploma or certificate)

- (a) Application for assistance must be made in writing to the Administrator before enrolment;
- (b) applications approved by the Administrator shall entitle the applicant to reimbursement of fifty percent (50%) of the cost of tuition fees within budgetary limitations upon submission to the Administrator of evidence of satisfactory completion of the course of study;
- (c) only text books criteria to the course of study are to be included in the tuition fee claimed by the applicant;
- (d) employees writing written examinations shall be granted the necessary time off with pay to write the exams;

37.3 Attendance at Institutes (forming part of a recognized diploma or certificate program)

- (a) Applications for assistance must be made in writing to the Administrator before enrolment;
- (b) applications approved by the Administrator shall entitle the applicant to reimbursement of fifty percent (50%) of the cost of tuition fees within budgetary limitations upon submission to the Administrator of evidence of satisfactory completion of the course of study;

- (c) employees attending institutions in connection with approved training courses may, subject to budget limitations, be reimbursed for one hundred percent (100%) of tuition fees, travel and accommodation. Employees may be required to take annual leave to complete these courses;
- (d) only text books critical to the course of study are to be included in the tuition fee claimed by the applicant.

37.4 Specialized Short-term Courses

Specialized Short-term Courses – (not more than three (3) days – courses of more than three (3) days shall be referred to the Board for approval)

- (a) applications for assistance must be made in writing to the Administrator before enrolment;
- (b) applications approved by the Administrator shall entitle the applicant to total cost of attendance; and
- (c) employees attending institutes in connection with approved training courses shall be responsible for their own board and room, but may be granted time off with pay to attend.

ARTICLE 38 GENERAL

38.1 Plural or Feminine Terms may Apply

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

38.2 Spouse

A person with whom the employee has a marital, common-law, heterosexual, or lesbian/gay relationship. A common-law heterosexual or lesbian/gay relationship shall be recognized after six (6) months of co-habitation.

This definition shall determine all other familial relationships referred to in this agreement including, but not restricted to, "child", which shall include the employee's partner's child, and the definition of "in-law", which shall include equivalent relationships flowing from common-law or lesbian/gay partner relationships.

ARTICLE 39 TERM OF AGREEMENT

This Agreement shall be binding and remain in full force and effect, from January 1, 2014 to December 31, 2018 and shall continue from year to year thereafter, unless either party exercises its right to commence collective bargaining as provided in the *Labour Relations Code* of British Columbia. The Parties agree that Sections 50(2) and (3) of the *Labour Relations Code* shall not apply.

Either party may, at any time within the four (4) months immediately preceding the expiry of the agreement, by written notice, require the other party to commence collective bargaining. If negotiations extend beyond the expiry date of the Agreement, both parties shall adhere fully to the provisions of this Agreement during the period of bona fide collective bargaining.

ARTICLE 40 COST OF LIVING ALLOWANCE


The Regional District may, in its sole and absolute discretion, grant a Cost of Living Adjustment to all bargaining unit employees in the form of an across the board percentage increase. Any such increase will be effective on the same date for all bargaining unit employees and shall be incorporated into the employee's hourly rate of pay.

IN WITNESS WHEREOF the Corporate Seal of the Skeena Queen Charlotte Regional District has been hereunto affixed, attested by the hands of its proper officers in their behalf and has been executed by the duly authorized officers of the Union, this 25 day of MARCH, 2015.

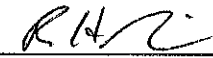
SIGNED THIS 25 DAY OF MARCH, 2015

THE CORPORATE SEAL OF
SKEENA QUEEN CHARLOTTE
REGIONAL DISTRICT
was hereunto affixed by
and in the presence of:

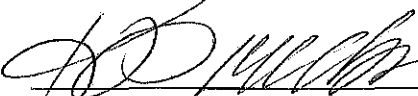
SIGNED BY THE PRESIDENT AND
SECRETARY OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES,
LOCAL 105-04:



Chair



President



Administrator



Secretary

WAGE SCHEDULE

Explanatory Footnotes Below Table

Title	Hourly Rates of Pay (2)							
	January 1, 2015 (1.25%)	July 1, 2015 (1.25%)	January 1, 2016 (1.25%)	July 1, 2016 (1.25%)	January 1, 2017 (1.25%)	July 1, 2017 (1.25%)	January 1, 2018 (1.25%)	July 1, 2018 (1.25%)
Administrative Assistant	\$27.48	\$27.82	\$28.17	\$28.52	\$28.88	\$29.24	\$29.61	\$29.98
Office Clerk	\$20.23	\$20.48	\$20.74	\$21.00	\$21.26	\$21.53	\$21.80	\$22.07
Recycling Depot Operator	\$20.22	\$20.47	\$20.73	\$20.99	\$21.25	\$21.52	\$21.78	\$22.06
Recycling Depot Attendant	\$17.18	\$17.39	\$17.61	\$17.83	\$18.06	\$18.28	\$18.51	\$18.74
Labourer	\$16.20	\$16.40	\$16.61	\$16.82	\$17.03	\$17.24	\$17.45	\$17.67
Student (High School)	\$14.18	\$14.35	\$14.53	\$14.71	\$14.89	\$15.08	\$15.27	\$15.46
Student (Post Secondary)	\$15.19	\$15.38	\$15.57	\$15.77	\$15.96	\$16.16	\$16.37	\$16.57
Recycling Depot Chargehand Premium (1)	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
Landfill Clerk	\$23.64	\$23.94	\$24.23	\$24.54	\$24.84	\$25.15	\$25.47	\$25.79
Truck Driver	\$28.74	\$29.10	\$29.46	\$29.83	\$30.20	\$30.58	\$30.96	\$31.35
Landfill Operator	\$26.20	\$26.53	\$26.86	\$27.19	\$27.53	\$27.88	\$28.23	\$28.58
Landfill Assistant	\$21.75	\$22.02	\$22.30	\$22.58	\$22.86	\$23.14	\$23.43	\$23.73
Labourer	\$16.20	\$16.40	\$16.61	\$16.82	\$17.03	\$17.24	\$17.45	\$17.67
Landfill Chargehand Premium (1)	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00

Footnotes:

(1) Chargehand Designation

The designated Chargehand shall receive an hourly premium, over and above the regular rate of pay for his/her classification. The Employer shall have the right to designate a Chargehand and to change the designation of a Chargehand at the Landfill and/or at the Recycling Depot in its sole discretion, provided the designation or change of designation is not arbitrary, discriminatory or made in bad faith. The Employer shall determine if and when a Chargehand is required, and which employee shall be so designated and for what periods of time. No employee shall be entitled to receive the Chargehand premium unless designated as Chargehand for the specific period of time by the Administrator in writing.

(2) Training Rate of Pay

All classifications shall be subject to a "Training Rate" equal to eighty-five percent (85%) of the regular job rate for the position. The Training Rate shall be applied to new hires or newly promoted employees who are not, in the Employer's opinion, presently able to fulfill the requirements of the position. The Training Rate shall be reviewed every month, on or before the anniversary date of the employee's appointment to the position, to determine if the employee is then able to satisfy the requirements of the position. If it is determined, upon review, that the employee is able to fulfill the requirements of the job, he/she shall thereafter be paid the regular rate of pay for the position. If it is determined, upon review, that the employee is unable to fulfill the requirements of the job within six (6) months, the employee shall be returned to his/her previous position (if promoted to the position) or terminated (if a new hire). Where a new employee is hired as a trainee, the employee shall be deemed to be probationary throughout the training period, and may be terminated for unsuitability, which shall include the inability to fulfill the requirements of the job within. The Training Rate does not imply any obligation to train employees; the Employer is entitled to require present ability to perform the job, in its discretion. The training period may be extended by mutual agreement.

For greater clarity, the foregoing Training Rate provision does not alter the provisions of Article 15.7: On-the-Job Training of the Collective Agreement.

LETTER OF UNDERSTANDING #1

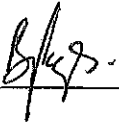
INDEMNIFICATION

The Regional District and the Union agree that the terms of the Skeena Queen Charlotte Regional District Bylaw No. 422, dated January 18, 2002, and subsequent amendments shall govern the indemnification of employees covered by the terms of this Collective Agreement.

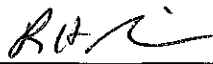
SIGNED THIS 25 DAY OF MARCH, 2015

THE CORPORATE SEAL OF
SKEENA QUEEN CHARLOTTE
REGIONAL DISTRICT
Was hereunto affixed by and
In the presence of:


SIGNED BY THE PRESIDENT AND
SECRETARY OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES,
LOCAL 105-04:



Chair



President, Local 105-04



Administrator



Recording Secretary, Local 105-04

LETTER OF UNDERSTANDING #2

ARTICLE 2.1 – CONTRACTING OUT PAYROLL FUNCTIONS

The Employer confirms that it does not intend to contract out payroll functions during the term of the 2015-2018 Collective Agreement. The Employer agrees that no incumbent office employee shall have her hours of work reduced nor job eliminated during the term of the 2015-2018 Collective Agreement due to the contracting out of payroll functions, should such contracting out occur.

SIGNED THIS 25 DAY OF MARCH, 2015

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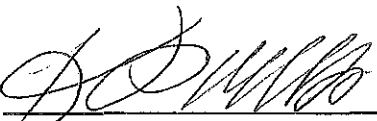
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LOCAL 105-04:



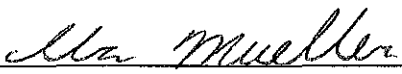
Chair



President, Local 105-04



Administrator



Recording Secretary, Local 105-04

LETTER OF UNDERSTANDING #3


RECYCLING DEPOT TEMPORARY TERM POSITION

The Regional District and the Union agree that a Temporary Recycling Depot Operator Position shall remain in effect until such time as the incumbent is able to return to his position or leaves his employment with the Regional District. Due to the fact that this term position is expected to be for a significant length of time, the parties agree that the provision of full Health and Welfare Benefits shall apply.


SIGNED THIS 25 DAY OF MARCH, 2015

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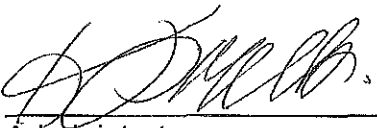
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President, Local 105-04



Administrator



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