

COLLECTIVE AGREEMENT

between the

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

and the

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

Effective from January 1, 2010 to December 31, 2011

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DEFINITIONS

For the purposes of this Agreement:

- (1) "*Bargaining Unit*" is the unit for collective bargaining described in the certification for which the B.C. Government and Service Employees' Union was certified by the Labour Relations Board of British Columbia on October 21, 1997.
- (2) "*Chief Administrative Officer*" means the senior administrative officer of the Regional District of Okanagan Similkameen.
- (3) "*Department Manager*" means the senior manager of the department reporting directly to the Chief Administrative Officer.
- (4) "*Employee*" means a member of the bargaining unit and includes:
 - (a) "*Regular employee*" meaning an employee who has completed the probation period and who is employed for work which is of a continuous nature;
 - (i) "*Full-time employee*" an inside employee who is scheduled to work 35 hours per week and an outside employee who is scheduled to work 40 hours per week;
 - (ii) "*Part-time employee*" meaning an employee who is employed for work that is less than full-time;
 - (b) "*Temporary employee*" meaning an employee who is employed for work which is not of a continuous nature such as:
 - (i) seasonal positions;
 - (ii) positions created to carry out special projects or work which is not continuous and which may be for a specific period of time due to absence of an employee through illness, accident, vacation, approved leave of absence, or extra workload.
 - (c) "*Casual employee*" means an employee who is hired to cover for employees on vacation and other short-term leaves and includes positions to provide on call coverage/assistance for employees.
 - (d) "*Probationary employee*" means any new employee of the Regional District in the process of filling the initial probationary requirements.
- (5) "*Employer*" means the Regional District of Okanagan Similkameen.
- (6) "*Immediate Supervisor*" means the individual to whom the employee reports to directly and may be a member of the bargaining unit.
- (7) "*Party*", as used in Articles 8 and 9 of this Agreement, shall mean the Union and it shall also mean the Employer.
- (8) "*Seniority*" means an employee's length of service as an employee with the Employer.
- (9) "*SIMEA*" means Southern Interior Municipal Employers' Association of which the Employer is a member.
- (10) "*Union*" means the B.C. Government and Service Employees' Union.

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

(a) The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.

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

1.2 Future Legislation

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

1.3 Use of Terms

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

1.4 Discrimination and Harassment

(a) There shall be no discrimination, interference, restriction or coercion with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of race, creed, age, colour, national origin, political or religious affiliation, place of residence, sex or marital status, nor by reason of his membership or non membership in a trade union.

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

1.5 Letters of Understanding

Any Letter of Understanding negotiated between the Employer and the Union shall be deemed to form part of this Agreement upon execution and shall terminate with the Agreement unless specifically incorporated within any renewal agreement. A Letter of Understanding shall be identified by a heading and a number and must be signed by authorized representatives of both parties.

1.6 Conflict with Regulation

In the event that there is a conflict between the contents of this Agreement and any regulation made by the Employer, or on behalf of the Employer, this Agreement shall take precedence over the said regulation.

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Agent or Recognition

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees to whom the certification issued by the Labour Relations Board on October 21, 1997 applies. The Employer will not create new excluded positions without prior discussion at the Labour Management Committee. The Employer will notify the Union of the details of all new excluded positions as soon as the details are available.

2.2 Correspondence

The Employer agrees that all correspondence between the Employer and the Union shall be sent to the union area staff representative. The Employer agrees to copy the union area staff representative with any correspondence between the Employer and an employee as it pertains to this Agreement, except as otherwise permitted in other sections of this Agreement. All correspondence from the Union to the Employer shall be sent to the Chief Administrative Officer (CAO).

2.3 No Other Agreement

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

2.4 Recognition and Rights of Stewards

- (a) The Employer recognizes the Union's right to select stewards to represent employees. The Employer and the Union will agree upon the number of stewards taking into account both operational and geographic considerations. The Union agrees to provide the Employer with a list of employees designated as stewards.
- (b) The steward or his/her alternate, shall obtain the permission of management before leaving his/her work to perform his/her duties as steward. Such permission shall not be unreasonably withheld. On resuming his/her normal duties, the steward shall notify management.

Duties of the stewards shall include:

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

2.5 Time Off for Union Business

With Pay – Leave of Absence with pay and without loss of seniority may be granted:

- (a) to stewards, or their alternates, to perform their duties as stewards;
- (b) to employees called by the Employer to appear as witnesses before an arbitration board dealing with a matter between the parties to this Agreement;
- (c) to the Union's appointees to the Labour/Management Committee while meeting with management representatives.

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

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

- (a) to an elected or appointed representative of the Union to attend conventions or other bona fide meetings or functions of the Union and any trade union body to which the Union is affiliated;
- (b) for employees who are representatives of the Union on the Bargaining Committee to attend meetings of the Bargaining Committee;

- (c) to employees who are representatives of the Union on the Union Bargaining Committee to leave their employment to carry on negotiations with the Employer; and
- (d) to employees called to appear as witnesses before an arbitration board dealing with a matter between the parties to this Agreement.

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

2.6 Bulletin Boards

The Employer shall provide a bulletin board or similar facilities for the exclusive use of the Union's communications, the site/type to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business affairs of the Union.

2.7 Right to Refuse to Cross Picket Lines

- (a) All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the relevant provincial labour legislation. Any employee failing to report for duty shall be considered absent without pay.
- (b) Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

2.8 Bargaining Unit Work

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

2.9 Union Insignia

A union member shall have the right to wear or display the recognised insignia of the Union on her/his personal property while on the Employer's premises.

2.10 Employees Remain on Payroll

To facilitate the administration of this clause when leave without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred. Leave of absence granted under this clause shall include sufficient travel time. The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this clause. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rates of pay while on leave of absence with pay.

2.11 Union Meetings

Where the Employer has given approval for a union meeting at the work place, meetings will take place after the conclusion of the employees' scheduled shift and shall not interfere with normal operations.

ARTICLE 3 - UNION SECURITY

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

ARTICLE 4 - CHECK-OFF OF UNION DUES

4.1 Membership Dues

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

4.2 Employee Authorization

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

4.3 Assessments

The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.

4.4 Remittance to the Union

Deductions shall be made biweekly and remitted to the President of the Union no later than the 15th day of the subsequent month. With each union dues remittance cheque, the Employer shall provide the following information for each employee in the following order:

- Employee number
- Employee name
- Social Insurance Number
- Current pay period union dues
- Current pay period hours
- Current pay period earnings.

Where possible the report will be provided in electronic format.

4.5 Union to Advise Amounts

The Union shall advise the Employer in writing of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted until changed by written notice to the Employer, signed by the President of the Union. Upon receipt of two weeks such notice of the changed amount shall be the amount deducted.

ARTICLE 5 - NEW EMPLOYEES

(a) The Employer agrees to acquaint new employees of the fact that a collective agreement is in effect and with the conditions of employment set out in Article 4.

(b) The Employer agrees to provide each new employee, at the time of hire or the date the employee commences employment, with a hire letter which will include the following wording:

Your union steward is _____ who can be located at _____; work phone _____; extension _____. You are entitled to a meeting with your steward for 15 minutes during working hours during the first 30 calendar days of employment, without loss of pay. Where the steward is on your worksite, the steward will assist you with completing the Union Membership Application Card. If the steward does not work on your worksite, please contact the steward by phone to arrange to complete and forward the card to BCGEU Headquarters in Burnaby. There is no initiation fee.

(c) Copies of the letter to each new employee will be distributed to the shop steward.

ARTICLE 6 - EMPLOYER'S RIGHTS

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

ARTICLE 7 - EMPLOYER/UNION RELATIONS

7.1 Representation

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

7.2 Union Bargaining Committee

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

7.3 Union Representatives

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

7.4 Technical Information

The Employer agrees to provide to the Union such information that is available and legally permitted relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes.

ARTICLE 8 - GRIEVANCES

8.1 Grievance Procedure

The Employer and the Union agree that disputes arising from:

- (a) the interpretation, application or alleged violation of the Agreement, including all Memoranda, Letters and Addenda attached to the Collective Agreement including the question of arbitrability; or
- (b) the dismissal, suspension or discipline of any employee in the bargaining unit;

shall be resolved in accordance with the following procedures.

8.2 Step 1

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the designated local supervisor. The aggrieved employee shall have the right to have a steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance to the department manager, through the union steward, to Step 2 of the grievance procedure. When the

aggrieved employee is a steward, he/she shall not, where possible, act as a steward in respect of his/her own grievance, but shall submit the grievance through another steward or union staff representative.

8.3 Time Limits to Present Initial Grievance

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Article 8.4, must do so not later than 30 days after the date:

- (a) on which he/she was notified orally or in writing of the action or circumstances giving rise to the grievance, or
- (b) on which he/she first became aware of the action or circumstances giving rise to the grievance.

8.4 Step 2

- (a) Subject to the time limits in Article 8.3, the employee may present a grievance at this level by:
 - (1) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
 - (2) stating the article or articles of the Agreement violated or alleged to have been violated, and the remedy or correction required; and
 - (3) transmitting this grievance to the designated manager through the union steward.
- (b) The manager shall:
 - (1) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2; and
 - (2) provide the employee with a receipt stating the date on which the grievance was received.

8.5 Time Limit to Reply to Step 2

The Employer's designate at Step 2 shall reply in writing to the Union within 14 days of receiving the grievance at Step 2.

8.6 Step 3

The President of the Union, or his/her designate, may present a grievance at Step 3:

- (a) within 14 days after the reply has been conveyed to him/her by the manager; or
- (b) within 14 days after the Employer's response was due.

8.7 Time Limit to Reply to Step 3

The representative designated by the Employer to handle grievances at Step 3, the CAO, shall reply in writing to the grievance within 30 days of receipt of the grievance at Step 3.

8.8 Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step 3, and pursuant to Article 9 (Arbitration), the President, or his/her designate, may inform the Employer of his/her intention to submit the dispute to arbitration within:

- (a) 30 days after the Employer's reply at Step 3 has been received; or
- (b) 30 days after the Employer's reply was due.

8.9 Failure to Act

If the President of the Union, or designate, does not present a grievance to the next higher level within the prescribed time limits, the grievance will be deemed to be abandoned. However, the Union shall not be deemed to have prejudiced its position on any future grievance.

8.10 Amending of Time Limits

The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing. Where a grievance or a reply is presented by mail it shall be deemed to be presented on the day on which it is postmarked and it shall be deemed to be received on the day it was delivered to the appropriate office of the Employer or the Union. Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by priority courier or facsimile.

8.11 Dismissal or Suspension Grievance

- (a) In the case of a dispute arising from an employee's dismissal, the grievance may be filed directly at arbitration within 30 days of the date on which the dismissal occurred, or within 30 days of the employee receiving notice of dismissal.
- (b) In the case of a dispute arising from an employee's suspension, the grievance may commence at Step 2 or 3 of the grievance procedure within 30 days of the date on which the suspension occurred, or within 30 days of the employee receiving notice of suspension.

8.12 Deviation from Grievance Procedure

- (a) The Employer agrees that, after a grievance has been initiated by the Union, the Employer's representative will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly, with the aggrieved employee without the consent of the Union.
- (b) In the event that after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this article, the grievance shall be considered to have been abandoned.
- (c) Notwithstanding (b) above, an employee who has filed a complaint with the Human Rights Tribunal, unrelated to harassment, shall not have their grievance deemed abandoned through the filing of the complaint.

8.13 Policy Grievance

Where either party disputes the general application, interpretation or alleged violation of an article of this Agreement, the dispute shall be discussed initially with the Employer or the Union, as the case may be, within 30 days of the occurrence.

Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 9 (Arbitration).

8.14 Technical Objections to Grievances

It is the intent of both parties of this Agreement that no grievance shall be defeated merely because of a technical error, other than time limitations in processing the grievance through the grievance procedure. To this end, an arbitration board 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 according to equitable principles and the justice of the case.

8.15 Management Grievance

The Employer may initiate a grievance at Step 3 of the grievance procedure by the Employer or designate presenting the grievance to the President of the Union or designate. Time limits and process are identical to a union grievance.

ARTICLE 9 - ARBITRATION

9.1 Arbitration

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

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

9.2 Definition of Party

Party shall mean the Union and it shall also mean the Employer. All grievances shall be finally and conclusively settled in the manner set out in this article without slowdown or stoppage of work.

9.3 Decision of the Arbitrator

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

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

9.4 Composition of Board of Arbitration

Upon receipt of notice to arbitrate, pursuant to Clause 9.1, the parties will select a single arbitrator from the following list:

- Guy Beaulieu
- James Dorsey
- Irene Holden
- John Kinzie
- Judi Korbin
- Heather Lang
- Colin Taylor

or such other person as mutual agreed. The arbitrator shall be selected on a rotational basis in the above order provided he/she has availability within 120 calendar days. Should none of the arbitrators have availability within the time frame, then the parties may, but mutual agreement, select an alternate arbitrator.

9.5 Costs

The fees and expenses of the Arbitrator will be shared equally by the parties.

9.6 Arbitration Board Procedure

The Arbitrator shall determine the procedure for resolving a dispute subject to the principles of fair and equitable treatment of the parties and the rules of natural justice. The decision of the Arbitrator will be final and binding upon the parties.

9.7 Restrictions on the Arbitrator

The Arbitrator is restricted to dealing with the questions designated in Clause 8.1 above and shall not have the power to change this Agreement by adding, deleting, amending, altering or modifying any of its terms and conditions.

9.8 Expedited Arbitration

- (a) Where the parties mutually agree beforehand, they may meet to review outstanding grievances to determine by mutual agreement those grievances suitable for this process.
- (b) The parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve such grievances. The arbitrations shall be as per the list in Clause 9.4.
- (c) The Arbitrator shall hear the grievances and shall render a decision within two working days of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey the decision.
- (d) Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- (e) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (f) The parties shall equally share the cost of the fees and expenses of the arbitration and hearing rooms.

ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

10.1 Burden of Proof and Notice Requirement

In all cases of discipline, the burden of proof of just cause shall rest with the Employer. Notice of discipline shall be in writing and shall set forth the reasons. A copy of the written notice involving a suspension or dismissal shall be forwarded to the staff representative of the Union within five working days of the action being taken.

10.2 Access to Personnel File

An employee, or the President of the Union or his designate with the written authority of the employee, shall be entitled to review the employee's personnel file, both paper and, if applicable, electronic, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance. The employee, or the President or his designate, as the case may be, shall give the Employer adequate notice prior to having access to such file.

It is understood that some information on an employee's file, involving a third party, could be subject to the *Freedom of Information and Protection of Privacy Act*.

10.3 Right to Have Steward Present

- (a) An employee shall have the right to have his/her steward present at any meeting with a supervisor or manager involving disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact his/her steward, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.
- (b) A steward shall have the right to consult with a staff representative of the Union and to have a local union representative present, at any discussion with supervisory personnel which the steward believes might be the basis of disciplinary action against the steward providing that this does not result in an undue delay of the appropriate action being taken.

10.4 Rejection During Probation

The Employer may dismiss a probationary employee for just cause. The test of dismissal for just cause shall be a test of suitability for the probationary employee for continued employment in the position to which he/she has been appointed. A probationary period extension may be considered with the agreement of the Union.

10.5 Trial Period on Promotions and Transfers

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

ARTICLE 11 - SENIORITY

11.1 Seniority Defined

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

11.2 Seniority List

The Employer shall forward an updated seniority list to the, shop steward and BCGEU area office, on or before the first day of April each year. Such list shall be posted at the worksite. Employees have 30 days from the date posted to bring forward any discrepancies to the Employer.

11.3 Seniority for New Employees

- (a) Newly hired employee shall be on probation for a period of 60 worked days from the date of hire and shall acquire no seniority during this period of service. Upon completion of the probation period, a new employee's seniority shall be calculated from the date the employee commenced employment.
- (b) The Employer shall post on April 1 of each year a separate seniority list for temporary and casual employees based on hours worked for the Employer.

11.4 Loss of Seniority

- (a) Except as otherwise provided in this Agreement, an employee on leave of absence without pay shall not accrue seniority for leave periods over 20 working days. Upon returning, the employee shall be placed in their former position or a position paying an equivalent salary.
- (b) An employee shall lose his seniority as an employee in the event that:
 - (1) he is discharged for just cause;
 - (2) he voluntarily terminates his employment;
 - (3) he is on layoff for more than one year;
 - (4) he fails to report for duty for three consecutive working days without approval unless it was not reasonably possible to contact the Employer to request such approval;
 - (5) after a layoff, except for certified medical reasons, he fails to return to work on the date he was notified to do so. It shall be the responsibility of the employee to keep the Employer informed of his current address and phone number.

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

11.5 Re-Employment

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

ARTICLE 12 - SERVICE CAREER POLICY**12.1 Posting**

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

12.2 Role of Seniority on Promotions and Transfers

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

12.3 Letter of Preference

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

12.4 Disabled, Injured or Older Worker

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

ARTICLE 13 - LAYOFF AND RECALL**13.1 Layoff Provisions**

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

13.2 Recall Provisions

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

13.3 Notice of Layoff

Any employee who has completed the probationary period from initial employment shall be given two weeks notice of layoff. The requirement to provide two weeks notice of layoff shall not apply in the event of a temporary suspension of work due to inclement weather or other emergency conditions beyond the control of the Employer. Within 15 working days of receipt of notice of layoff an employee must notify the Chief Administrative Officer if he/she elected to be placed on a recall list following layoff.

13.4 Severance Pay

Severance pay shall be provided in accordance with Part 8 of the *Employment Standards Act*.

13.5 Departments

For the purpose of layoff and recall, there shall be no bumping between Inside and Outside Classifications. The District's Departments are: Office of Chief Administrative Officer, Community Services, Development Services, Engineering Services, Financial Services, Human Resources, Information Services and Public Works.

ARTICLE 14 - HOURS OF WORK

14.1 Hours of Work

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

(b) *"Inside" Employees*

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

(c) *"Outside" Employees*

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

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

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

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

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

14.2 Rest Periods

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

14.3 Standby

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

- (a) two hours pay at his regular rate of pay for each normal workday on which the employee was on standby and also worked his regular shift;
- (b) two hours pay at his regular rate of pay for each day of rest or statutory holiday on which the employee was on standby.

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

14.4 Meal Periods

- (a) Meal period shall not be less than one-half hour, or exceed one hour.
- (b) An employee shall be entitled to take his/her meal period away from the workstation. Where this cannot be done, as a result of direction from the Employer, the meal period shall be considered as time worked.

14.5 Minimum Daily Hours

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

ARTICLE 15 - OVERTIME

15.1 Authorization and Application of Overtime

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

15.2 Overtime Compensation

Overtime worked shall be compensated at the following rates:

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

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

15.3 Overtime Entitlement

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

15.4 Overtime Pay Option

Subject to the Employer's operational requirements, employees may consider paid time off, in lieu of worked overtime, to an annual maximum of 70 hours for Inside Classifications or 80 hours for Outside

Classifications. Time off will only be taken upon mutual agreement between the employee and his/her supervisor, provided that any unused banked time will be paid out once yearly at a time to be determined by the Employer. Paid time off shall be provided at the same rate as the applicable overtime rates.

15.5 Travel

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

15.6 Callout Compensation

- (a) An employee who is called back to work outside his regular working hours shall be compensated for a minimum of two hours at double-time rates.
- (b) Time spent by an employee travelling directly to work or returning directly to his residence, before and after callout, shall be compensated at the overtime rate.

15.7 Callout Time which Abuts the Succeeding Shift

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

ARTICLE 16 - PAID HOLIDAYS

16.1 Paid Holidays

The Employer will observe the following as paid statutory holidays:

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

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

16.2 Holiday Falling on a Non-Working Day

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

16.3 Holiday Falling on a Scheduled Workday

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

16.4 Holiday Coinciding with a Day of Vacation

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

16.5 Paid Holiday Leave

Payment for holidays will be made at an employee's basic pay. No employee shall receive holiday pay for a statutory or public holiday unless he has been continuously employed for a period of 30 calendar days immediately preceding the holiday and worked or earned wages for 15 of the 30 calendar days preceding the holiday.

ARTICLE 17 - ANNUAL VACATIONS

17.1 Annual Vacation Entitlement

- (a) Employees who have completed one year of service shall be entitled to three weeks annual vacation. Commencing from the first day of employment, and continuing up to the date of the employee's sixth anniversary of service, vacation credits shall accumulate at a rate of 4.02 hours (Inside Classifications) or 4.61 hours (Outside Classifications) for every full biweekly pay period worked.
- (b) Employees who have completed six years of service shall be entitled to four weeks annual vacation. Following the sixth anniversary of service and continuing up to the date of the employee's 14th anniversary of service, vacation credits shall accumulate at a rate of 5.37 hours (Inside Classifications) or 6.13 hours (Outside Classifications) for every full biweekly pay period worked.
- (c) Employees who have completed 14 years of service shall be entitled to five weeks annual vacation. Following the 14th anniversary of service and continuing up to the date of the employee's 24th anniversary of service, vacation credits shall accumulate at a rate of 6.71 hours (Inside Classifications) or 7.66 hours (Outside Classifications) for every full biweekly pay period worked.
- (d) Employees who have completed 24 years of service shall be entitled to six weeks annual vacation. Following the 24th anniversary of service, vacation credits shall accumulate at a rate of 8.05 hours (Inside Classifications) or 9.20 hours (Outside Classifications) for every full biweekly pay period worked.

17.2 Scheduling

- (a) Staff are entitled to use any accumulated vacation credits upon completion of a minimum of six months of service.
- (b) Staff are encouraged to take annual vacations in unbroken periods which are a minimum of one week in duration.
- (c) Annual vacations shall be scheduled at a time that is mutually agreed upon by the employee and Employer. Preference in choice of vacation period shall be given to the employee with the greatest seniority, provided that the vacation request is submitted prior to March 15th of each year. Requests submitted after March 15th will be granted on a first come, first served basis.

17.3 Vacation Carryover

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

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

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

17.4 Callback on Vacation

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

17.5 Vacation Year

The vacation year shall be based on each employee's date of hire.

ARTICLE 18 - SICK LEAVE

18.1 Sick Leave Defined

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

18.2 Sick Leave Bank

Regular full-time employees shall accrue sick leave at a rate of ½ "*day*" per month to a maximum of 10 "*days*". A "*day*" shall mean the average number of hours in an employee's workday based on the average number of hours in the employee's workweek over his/her complete shift schedule cycle. Sick leave accrues biweekly.

New regular full-time employees shall be credited with six "*days*" sick leave on their commencement date. An regular full-time employee who requires sick leave in their first year of employment and terminates their employment prior to their first anniversary shall have their final pay adjusted for any deficit.

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

18.3 Sick Leave Pay

Pay, for sick leave, shall be deducted from the regular full-time employee's sick leave bank on an equivalent and actual time basis to a maximum of five days per sick leave claim, subject to the balance in the regular full-time employee's sick leave bank. The employee must follow any and all requirements of the Employer to qualify for sick leave pay.

18.4 Wage Indemnity Plan

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

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

- (a) Participation in the Wage Indemnity Plan is mandatory for regular full-time employees.
- (b) Coverage for sick leave, including Wage Indemnity, commences the date of completion of three months continuous service or when a regular full-time employee becomes eligible to have his/her name entered on the seniority list.
- (c) The Southern Interior Municipal Employers' Association (SIMEA) is the Policyholder and administrator of the Wage Indemnity Plan.
- (d) Surplus funds available as a result of positive claims experience under an ASO Wage Indemnity plan will be used for future wellness initiatives which may include benefits and/or premiums. The Employer will provide the Union with an annual report on the status of the Wage Indemnity account.

18.5 Reporting Sickness or Injury

- (a) The employee shall inform his/her supervisor prior to the commencement of his shift, or as soon as possible thereafter, of his inability to work because of illness or injury.
- (b) The employee may be required to provide a doctor's certificate for illness or injury. In the case of family illness, the employee may be required to provide a medical certificate.
- (c) The Employer may require a doctor's certificate if a pattern of absence is noted.

18.6 Return to Work

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

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

18.7 Balance of Entitlement Request

An employee shall be advised of the balance of his sick leave credits within seven days of written request to the Employer.

ARTICLE 19 - SPECIAL AND OTHER LEAVE

19.1 Bereavement Leave

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

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

19.2 Family Illness

In the case of a sudden illness of a of an employee child or family member permanently residing at the employee's household, and when no one at the employee's home other than the employee can provide for the needs of the ill child or dependant, the employee shall be entitled, after notifying his/her supervisor, to utilize the entitlement described in Article 18.1 for this purpose.

The employee agrees to make reasonable efforts to acquire suitable care for the ill party as to limit the application of this section.

19.3 Leave for Court Appearance

(a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or Crown witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.

(b) An employee in receipt of his regular earnings while serving at court shall remit to the Employer, all monies paid to him by the court, except travelling and meal allowances not reimbursed by the Employer.

19.4 General Leave

Notwithstanding any provision for leave in this Agreement, the Employer may grant leave of absence without pay to any employee requesting such leave. The request is to be in writing and approved by the Employer and such approval shall not be unreasonably withheld.

Employees may draw upon earned vacation credits at their discretion to avoid loss of income.

ARTICLE 20 - MATERNITY, PARENTAL AND ADOPTION LEAVE

An employee shall be entitled to maternity, parental and adoption leave as prescribed in relevant federal and provincial legislation.

20.1 Maternity Leave

(a) The Employer shall, with the agreement of the employee, defer the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.

(b) On return from maternity leave, the Employer shall place the employee in her former position or in a position paying an equivalent salary.

(c) If an employee maintains coverage for medical, extended health, dental or group life, the Employer agrees to pay the Employer's share of these premiums.

20.2 Seniority Rights on Re-Employment

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

20.3 Extension of Maternity Leave

Maternity leave without pay may be extended for additional consecutive weeks in accordance with current provincial legislation. The Employer requires that the written request be accompanied by a medical practitioner's certificate that the employee is not able to return to work at the expiration of the approved leave.

20.4 Parental Leave

Whenever possible, a request for parental leave must be made at least four weeks before the day specified in the request as the day on which the employee proposes to commence parental leave and shall be accompanied by:

- (a) a certificate from a qualified medical practitioner stating the date of birth of the child or the probable date of birth of the child; or
- (b) a letter from the agency that placed the child stating the date that the child was placed into the adoptive care of the employee.

20.5 Adoption Leave

The written request must include a letter from the agency that placed the child stating the date that the child was placed into the adoptive care of the employee.

20.6 Combined Maternity and Parental Leave

An employee's combined entitlement for maternity and parental leave of absence shall not exceed 52 weeks.

20.7 Seniority While on Maternity/Parental Leave

- (a) An employee shall accumulate seniority while on maternity, adoption and/or parental leave.
- (b) An employee shall give 30 calendar days written notice of the date on which they intend to return to work.

ARTICLE 21 - HEALTH AND WELFARE

21.1 Basic Medical Insurance

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

21.2 Extended Health Care Plan

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

21.3 Dental Plan

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

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

21.4 Group Life and Accidental Death and Dismemberment

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

21.5 Long-Term Disability

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

21.6 Workers' Compensation Pay

- (a) Employees shall receive directly from the Workers' Compensation Board any wage loss benefits to which they may be entitled.
- (b) While an employee is in receipt of WCB wage loss benefits, paid holidays, and vacation will not accrue. However, unused vacation credits accrued, prior to the absence, shall not be lost as a result of this article.
- (c) Where an employee has been granted sick leave and is subsequently approved for WCB wage loss benefits for the same period, the employee shall reimburse the Employer for all money paid to or on behalf of the employee. Any sick leave credits used shall be reinstated to the employee upon full repayment.
- (d) Employees qualifying for Workers' Compensation coverage shall not have their employment terminated during the compensable period. Such employees shall be considered as being on an unpaid leave, except that seniority shall continue to accrue based on regular hours.

21.7 Benefit Premiums

It is agreed that the Employer will pay its share of any increases in the Employer's contribution.

21.8 Payment in Lieu of Health and Welfare Benefits

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

ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES

22.1 Paydays

All employees shall be biweekly on an electronic direct deposit transfer.

22.2 Salaries and Premiums

It is agreed that the salaries set forth in the schedule hereto attached and named Appendix A shall prevail and continue during the term of the Agreement.

22.3 Substitution Pay

- (a) In the event an employee is promoted or temporarily assigned by the Department Manager to perform the principal duties of a higher paid position, the employee shall receive the higher rate. If an employee temporarily renders service in a position paying a lower rate of pay, his/her wages will not be affected.
- (b) It is agreed that "*principal duties*" in paragraph (a) above, does not mean 100% of job duties.

ARTICLE 23 - CLASSIFICATION AND RECLASSIFICATION

23.1 Classification and Salary Assignments

- (a) The Employer may institute new classifications in addition to those listed in Schedule "A". Should any such new classification be instituted, the Employer shall establish the rate for same and shall submit the classification and rate to the Union in writing and, in addition, shall post the classification and rate in the manner required by Article 12. The posting shall indicate that the new classification and rate of pay is subject to agreement between the Union and the Employer. Within 30 working days of such submission and posting, the Union may, if necessary, request to meet with the Employer to review the classification and rate and if mutual agreement cannot be reached, the

difference may be referred to arbitration under the provisions of Article 9. Any change in rate resulting from discussion between the parties or following a reference to arbitration, shall be retroactive to the date the new classification was instituted by the Employer.

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

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

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

ARTICLE 24 - LABOUR/MANAGEMENT COMMITTEE

(a) There shall be established a labour/management committee composed of three union representatives and three employer representatives. This Committee may call upon additional persons for technical information or advice. The Committee may establish subcommittees or "*ad hoc*" committees as it deems necessary and shall set guidelines and operating procedures for such Committees.

(b) The Committee shall meet at the call of either party at a mutually agreeable time and place. Employees shall not suffer any loss of basic pay for time spent on this Committee.

(c) An employer representative and a union representative shall alternate in presiding over meetings.

(d) The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this Agreement. The Committee shall not supersede the activities of any other Committee of the Union or of the Employer and shall not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.

(e) The Committee shall have the power to make recommendations to the Union and the Employer on the following general matters:

- (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
- (2) correcting conditions causing grievances and misunderstandings;
- (3) safety and occupational health issues.

ARTICLE 25 - PENSION PLAN

25.1 Pension (Municipal) Act

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

condition of his/her continued employment, the contribution required of him under the provisions of the *Pension (Municipal) Act*.

25.2 Pension Premiums

It is agreed that the Employer will pay its share of any increases in the Employer's contribution.

ARTICLE 26 - GENERAL CONDITIONS

26.1 Repayment of Compensation

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

26.2 Tool Insurance

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

26.3 Job Related Liability Protection

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

26.4 Personal Duties

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

26.5 Contracting Out

The Regional District reserves the right to sub-contract work, providing such action does not result in the layoff of employees. The Employer must notify the Union 30 days in advance of any layoffs and all layoff provisions apply.

ARTICLE 27 - TERM OF AGREEMENT

This Agreement shall be binding and remain in effect from January 1, 2010 to midnight December 31, 2011.

**SIGNED ON BEHALF OF THE
UNION:**

**SIGNED ON BEHALF OF THE
EMPLOYER:**

Darryl Walker
President

Dan Ashton
Chairman

Kelly Chatterson
Bargaining Committee Chairperson

Bill Newell
RDOS – Chief Administrative Officer

John Cote
Bargaining Committee Member

Patty Tracy
Human Resources Manager

Rowena Tansley
Bargaining Committee Member

Mark Woods
Community Services Manager

Debra Critchley
Staff Representative

Dated this _____ day of _____, 20_____.

SCHEDULE A
Wage Scales and Classifications

Pay Grade	Classification	1.5% Jan 1/10	1.5% Jan 1/11
1	Water Ambassador	\$19.25	\$19.54
2	Clerk/Typist Labourer	\$22.18	\$22.51
3	Administration Clerk/Typist Air Quality Clerk Cashier Public Works Clerk/Typist Receptionist Regional Growth Strategy Clerk Pest Assistant/Labourer Scale Attendant Scale Attendant 2	\$22.71	\$23.05
4	Accounting Clerk 1 Building Inspection Receptionist/Secretary Community Services Admin Clerk/Typist Rural Area Clerk	\$23.97	\$24.33
5	Building Secretary Engineering Services Secretary Public Works Secretary/Clerk System Operator 1 Planning Secretary Legislation Secretary	\$25.48	\$25.86
6	Accounting Clerk 2 Utilities Accounting Clerk 2 Payroll	\$27.11	\$27.52
7	Plan Checker Planning Technician 1 Program Coordinator Solid Waste Facilities Assist.	\$27.81	\$28.23
8	Accountant Air Quality Program Coordinator Environmental Technician 1 GIS Technician Pest Control/System Op 2 Solid Waste Management Coordinator Special Projects Coordinator System Operator 3	\$29.20	\$29.64
9	GIS Analyst Engineering Technician Senior Planning Technician System Operator 4	\$31.39	\$31.86
10	Building Inspector Planner Senior Water Operator Regional Growth Strategy Coordinator Environment Coordinator SW Facilities Coordinator Systems Administrator Water Conservation Program Coordinator	\$33.04	\$33.53

APPENDIX A

Employee means a member of the bargaining unit and includes:

- (a) "*Regular Employee*" - meaning an employee who has completed the probation period and who is employed for work which is of a continuous nature:
 - (1) "*Full-time*" - an inside employee who is scheduled to work 35 hours per week and an outside employee who is scheduled to work 40 hours per week;
 - (2) "*Part-time*" - meaning an employee who is employed for work that is less than full-time.
- (b) "*Temporary Employee*" - meaning an employee who is employed for work which is not of a continuous nature such as:
 - (1) seasonal positions;
 - (2) positions created to carry out special projects or work which is not continuous and which may be for a specific period of time due to absence of an employee through illness, accident, vacation, approved leave of absence, or extra workload.
- (c) "*Casual employee*" - means an employee who is hired to cover for employees on vacation and other short-term leaves and includes positions to provide on call coverage/assistance for employees.

Regular Employees – Full-Time

Regular employees that are full-time shall be entitled to all the provisions of the Collective Agreement.

Regular Employees – Part-Time

Regular employees that are part-time shall be entitled to the same provisions of the Collective Agreement as regular employees that are full-time except as follows:

1. Article 16 – Paid Holidays
2. Article 17 – Annual Leave
3. Article 18 – Sick Leave
4. Article 19.1 – Special Leave – Bereavement Leave
5. Article 19.2 – Special Leave – Family Illness
6. Article 21.1 – Health and Welfare – Basic Medical Insurance
7. Article 21.2 – Health and Welfare – Extended Health Care Plan
8. Article 21.3 – Health and Welfare – Dental Plan
9. Article 21.4 – Health and Welfare – Group Life and Accidental Death and Dismemberment
10. Article 21.5 – Health and Welfare – Long-Term Disability
11. Article 21.6(b) and (c) – Workers' Compensation Pay
12. Article 21.7 – Benefit Premiums
13. Article 25 – Pension Plan

Temporary Employees

Temporary employees shall be entitled to the same provisions of the Collective Agreement as regular employees that are full-time except as follows:

1. Article 13 – Layoff and Recall
2. Article 16 – Paid Holidays
3. Article 17 – Annual Leave
4. Article 18 – Sick Leave

5. Article 19.1 – Special Leave – Bereavement Leave
6. Article 19.2 – Special Leave – Family Illness
7. Article 20.1(c) – Maternity Leave
8. Article 21.1 – Health and Welfare – Basic Medical Insurance
9. Article 21.2 – Health and Welfare – Extended Health Care Plan
10. Article 21.3 – Health and Welfare – Dental Plan
11. Article 21.4 – Health and Welfare – Group Life and Accidental Death and Dismemberment
12. Article 21.5 – Health and Welfare – Long-Term Disability
13. Article 21.6(b) and (c) – Workers' Compensation Pay
14. Article 21.7 – Benefit Premiums
15. Article 25 – Pension Plan

Casual Employees

Casual Employees shall be entitled to the same provisions of the Collective Agreement as regular employees that are full-time except as follows:

1. Article 13 – Layoff and Recall
2. Article 16 – Paid Holidays
3. Article 17 – Annual Leave
4. Article 18 – Sick Leave
5. Article 19.1 – Special Leave – Bereavement Leave
6. Article 19.2 – Special Leave – Family Illness
7. Article 20.1(c) – Maternity Leave
8. Article 21.1 – Health and Welfare – Basic Medical Insurance
9. Article 21.2 – Health and Welfare – Extended Health Care Plan
10. Article 21.3 – Health and Welfare – Dental Plan
11. Article 21.4 – Health and Welfare – Group Life and Accidental Death and Dismemberment
12. Article 21.5 – Health and Welfare – Long-Term Disability
13. Article 21.6(b) and (c) – Workers' Compensation Pay
14. Article 21.7 – Benefit Premiums
15. Article 25 – Pension Plan

CLASSIFICATIONS

The following are considered "*OUTSIDE*" Classifications:

Building Inspector	Environmental Technician
Labourer	Pest Control/System Operator II
Scale Attendant I	Scale Attendant II
System Operator 3	System Operator 4
Solid Waste Facilities Assistant	Solid Waste Facilities Coordinator
Water Conservation Program Coordinator	

The following are considered "*INSIDE*" Classifications:

Accountant	Accounting Clerk I
Accounting Clerk II	Administration Clerk/Typist
Air Quality Clerk	Air Quality Program Coordinator
Building Inspection Receptionist/Secretary	Building Secretary
Cashier	Clerk/Typist
Community Services Clerk/Typist	Engineering Services Secretary

Engineering Technician	Environmental Coordinator
GIS Analyst	GIS Technician
Legislation Secretary	Plan Checker
Planner	Planning Secretary
Planning Technician I	Program Coordinator
Public Works Secretary/Clerk	Public Works Secretary
Receptionist	Receptionist/Administration Clerk/Typist
Regional Growth Strategy Clerk	Rural Area Clerk
Regional Growth Strategy Coordinator	Solid Waste Management Coordinator
Senior Planning Technician	Systems Administrator
Special Projects Coordinator	

LETTER OF UNDERSTANDING 1

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

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

RE: Article 14.3(b) Standby

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

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

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

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

Dated this 23rd day of May, 2003

Renewed January 10, 2010