

COLLECTIVE AGREEMENT

between

THE REGIONAL DISTRICT OF CENTRAL KOOTENAY
(Nelson and District Community Complex)

and

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2262

March 1, 2011 to February 28, 2015

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BETWEEN: THE REGIONAL DISTRICT OF CENTRAL KOOTENAY
(Nelson Community Complex)
(hereinafter call "the Employer")

OF THE FIRST PART

AND CANADIAN UNION OF PUBLIC EMPLOYEES
Local 2262
(hereinafter call "the Union")

OF THE SECOND PART

WITNESSETH THAT:

ARTICLE 1 - UNION RECOGNITION

1.01 The Employer recognizes the Union as the sole bargaining agency on behalf of the employees for whom the Union has been certified as bargaining agent (hereinafter called "the Employees") with respect to wages, hours of work, terms and conditions of employment, during the life of this Agreement. The Union shall be promptly notified of all appointments, hiring, transfers, layoffs, recalls, and terminations of employees.

All employees who are presently members of the Union shall, as a condition of employment remain members of the Union and all new employees covered by this Agreement shall become members of the Union within thirty (30) days of commencing employment. The Union will hold the Employer blameless for any necessary action under this Article.

1.02 Exempt Employees

Position out of scope of this Collective Agreement shall be the Manager of Recreation, Recreation Supervisor, Recreation Programmer-Aquatics, Recreation Programmer, Recreation Programmer-Fitness, Administrative Assistant.

1.03 The Employer agrees that there shall be no intimidation or discrimination against any employee by reason of his legitimate activities as a member of the Union, and the Union agrees that there shall be no intimidation or discrimination on its part towards any employee of the Employer by reason of his not being a member of the Union.

1.04 Appoint Shop Stewards

The Employer agrees that the Union shall have the right to appoint Union stewards provided that one (1) steward will present any one (1) grievance.

1.05 During the terms of this Agreement, and in accordance with the Labour Code, there shall be no strikes, walkouts or work disruptions by the Union, and the Employer agrees that there shall be no lock-out of members of the Union.

1.06 The Employer agrees that the Union shall have the right to maintain a bulletin board(s) in a conspicuous and convenient place(s), provided that the use of such shall be restricted to the posting of notices regarding the business affairs, meetings, social events and reports of the Union, and further provided that each such notice shall be signed by the Officer or member authorizing or posting the same.

The Union bulletin boards shall be maintained at the following locations.

- Guard Room
- Admin Lunch Room
- Arena Lunch Room

1.07 A labour management committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer. The committee shall enjoy full support of both parties in the interests of improved services to the public, and job security for the employees within the bargaining unit. The committee will meet four (4) times per year.

1.08 An employee covered by this agreement shall have the right to refuse to cross a legal picket line or refuse to do the work of striking or locked out employees where a legal strike or lockout is in effect shall not be considered a violation of this agreement, nor shall it be grounds for disciplinary action, other than loss of wages for the period involved. The cost of benefits will be covered by the employee.

ARTICLE 2 - EMPLOYER RIGHTS, CONTRACTING OUT

- 2.01 The Union recognizes the right of the Employer to operate and manage the business of the Regional District in all respects, in accordance with its commitments and responsibilities, and to make and alter from time to time as the necessity arises, rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement. Such rules and regulations or amendments thereof shall be communicated to the Union in writing.
- 2.02 The Employer shall always have the right to hire, to discipline, demote and discharge employees for proper cause, subject to the provisions of this Agreement.
- 2.03 A Manager or Management Designate may instruct or lifeguard in an emergency situation only.
- 2.04 The Employer agrees that work or services which have historically been performed by the bargaining unit, are presently performed by the bargaining unit, or are hereafter assigned to the bargaining unit shall not be subcontracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company or non-union employee, unless such action will result in a substantial saving or a significant increase in effectiveness and this shall be discussed with the Union prior to final decision by the Employer, provided, however, that this shall not result in the laying off of regular employees.
- 2.05 No bargaining unit member shall be laid off, replaced or have their regular hours reduced or suffer a loss of pay as a result of work performed by volunteers or seasonal employees. Volunteers and seasonal employees shall be supplementary to the employees in the bargaining unit. The extent and use of volunteers and seasonal employees shall be subject to mutual agreement between the Employer and the union.

ARTICLE 3 - DEFINITION OF EMPLOYEES

In order to administer benefits, salaries, and allow for orderly scheduling, employees are classified as follows:

3.01 Regular Employees

These employees are Regular Employees:

A full-time employee working regularly scheduled shifts of forty (40) hours per week or;

A part-time employee working regular scheduled shifts of twenty-five (25) hours per week or more and up to the scheduled hours worked for a full-time employee of the same classification.

These employees are entitled to all benefits outlined in this Agreement.

3.02 Part-time Employees

These employees are Part-Time Employees:

A part-time employee may work regularly scheduled and or intermittent and or on-call shifts of less than twenty-five (25) hours a week.

These employees may work twenty-five (25) hours or greater to provide coverage for staff that are on vacation, sick time, medical leave, WCB, or on approved leave of absence until staff returns or until vacant positions are filled. When an employee on indefinite leave returns bumping would occur.

ARTICLE 4 - CHECK-OFF

- 4.01 The Employer agrees to check off all Union dues and initiation fees in accordance with the provisions of the Labour Code of British Columbia Act and the law relating to assignments.
- 4.02 The Employer shall, during the life of this Agreement, deduct as a condition of employment, a sum equivalent to dues as set by the Union from pay due each calendar month to each employee, and remit the same with a list of employees names, union dues, hours of work and gross pay to the financial secretary of the Union in the month following in which such deductions are made. Biannually, in January and July, the Employer shall provide a report to the Union containing each employees contact information.
- 4.03 Union dues shall be reported on Income Tax (T-4) slips.
- 4.04 All employees from whom the equivalent to dues as set by the Union are deducted shall be entitled to vote on all questions relating to collective bargaining for which a vote is called by the Union.

ARTICLE 5 - UNION TIME OFF

- 5.01 The Parties recognize the benefit to collaborative resolutions to issues, therefore, the Employer agrees that the time spent in investigating and settling disputes by the Union Steward shall be considered as time worked, provided that the Union Steward signed a time statement, or form, which sets out the purpose and such time is recorded, and further provided that if it is necessary for an employee to be away from his job for such purpose, the permission of the Manager or Management Designate for time off is first obtained. Such time shall not exceed a total of ninety-six (96) hours in any one (1) year, unless mutually agreed to by the Parties.
- 5.02 The Employer agrees to grant time off with pay during any working day to officers of the Union in order to attend a meeting with representatives of Administration of the Regional District, provided that the officer of the Union has advised his Manager or Management Designate not less than four (4) hours in advance. A written list of the names of such officers in the employ of the Regional District shall be forwarded to the Employer for this purpose, after every election and within four (4) weeks of any other changes.
- 5.03
- a) The Employer agrees to grant leave without pay to Union officers or members for the purpose of Union business, to a maximum of thirty (30) days per year, provided that the appropriate Manager or Management Designate receives a completed RDCK/CUPE Union leave form two (2) weeks in advance and that a suitable substitute can be secured.
 - b) The Employer shall continue to pay the employee his regular rate while on such leave and shall invoice the Union for that amount plus actual Employer benefit costs to a maximum of twenty-five percent (25%) of the regular rate.
- 5.04 A maximum of three (3) bargaining representatives of the Union who are employees of the Regional District shall have the privilege of attending collective bargaining meetings between the Union and the Employer if held during regular working hours, without loss of pay or benefits.

ARTICLE 6 - HOURS OF WORK

- 6.01 For all employees:
- a) Employees will be scheduled to reflect facility hours of operation and operational requirements.
 - b) All work schedules will be prepared fourteen (14) days in advance.
 - c) Where reasonable and possible, the Manager or Management designate may amend the shift schedule with notice to effected employees up to twenty-four (24) hours prior to commencement of shift.
 - d) Shift changes requested by an employee, within forty-eight (48) hours of a scheduled shift, will be approved for the following reasons only; sickness, accident, emergency, or authorized leave of absence.
 - e) For full time Regular Employees the work week shall constitute forty (40) working hours.
 - f) For Regular Employees who work full time as Customer Service Representatives, Lifeguards or Child-minders the work week shall be comprised of eight (8) hour shifts and shall receive two (2) consecutive days of rest in each seven (7) day period.
 - g) For Regular Employees who work full time as building operations employees the work week shall be comprised of either ten (10) hour shifts or eight (8) hour shifts per day. Employees working such shifts and who work eight (8) hour shifts shall receive two (2) consecutive days of rest in each seven (7) day period. Employees working such shifts and who work ten (10) hour shifts shall receive three (3) consecutive days of rest in each seven (7) day period.
 - h) The Employer shall schedule employees working more than five (5) hours per shift for either one (1), unpaid, thirty (30) minute lunch break or a running lunch, based on reasonable operation requirements.

- i) An employee shall be permitted a paid rest period of fifteen (15) consecutive minutes if his shift is between four (4) to six (6) hours.
- j) An employee shall be permitted a paid rest period of fifteen (15) consecutive minutes in each half of a shift if his shift is in excess of six (6) hours.
- k) Shifts will be filled by qualified employees on the basis of seniority and availability.
- l) The Employer will assign work to the least senior qualified employee when other employees are not available to perform the required work.
- m) The definition of a running lunch is not a sit down lunch and is an employee who must be readily available to their worksite as required.

6.02 For Lifeguards, Swim Instructors and Child Minders, the Employer has the right to:

- a) Establish hours of work that result in split shifts; and require an employee to work six (6) consecutive days in order to cover shift changes.
- b) The minimum number of hours per shift that shall be paid is two (2) hours.
- c) Every effort will be made to minimize the frequency with which split shifts occur that result in a minimum two (2) hours work.
- d) A split shift must be completed within twelve (12) hours of when the shift started.

6.03 The Employer shall have the right to institute a shift schedule inclusive of Saturdays and Sundays. Employees working such shifts and who work eight (8) hour shifts shall receive two (2) consecutive days of rest in each seven (7) day period.

Hours Free From Work

- 1) The Employer must either
 - a) ensure that an employee has at least thirty-two (32) consecutive hours free from work each week, or
 - b) pay an employee double the regular wage for time worked by the employee during the thirty-two (32) hour period the employee would otherwise be entitled to have free from work.
- 2) The Employer must ensure that each employee has at least eleven (11) consecutive hours free from work between each shift worked, or pay the employee time and one-half times (1 1/2x) their regular rate of pay for each hour worked in that eleven (11) hour period.
- 3) Subsection (2) does not apply in an emergency.

ARTICLE 7 - WAGES

7.01 The Employer shall pay basic wage rates to its employees in accordance with Schedule "A" which is attached hereto and which forms part of this Agreement. The employees shall be paid every other Friday and, if a holiday falls on the Friday, then they shall be paid on the Thursday immediately preceding. The pay period for hourly rate employees will terminate on the Saturday previous to the payday. All employees will be paid by automatic deposit to a bank account of their choice. Automatic deposits will be made on every second Friday. Pay stubs will be delivered to the Nelson and District Community Complex in sealed envelopes or a mutually agreeable method.

7.02 Relieving in Higher Position

When relieving in a higher position for a minimum of one (1) hour during any shift, the employee shall receive the higher rate of pay for all hours worked while in the higher position.

7.03 Lesson Preparation

Each employee will receive a student evaluation unit rate as per Schedule A for each evaluated student in a set of Red Cross Swimming Classes for administrative tasks. Instructors will receive fifteen (15) minutes pay for preparation time for each instruction period if the employee is not already on shift.

7.04 Night Shift Weekend Premium

Any employee who works:

- a) Monday through Friday between the hours of 7:00 am and 7:00 pm shall not receive a shift differential payment.
- b) Monday through Friday between the hours of 7:00 pm and 12 midnight shall be paid a shift differential of sixty cents (\$.60) for each of those hours worked in addition to their appropriate hourly rate of pay.
- c) Any day, including Saturdays and Sundays between the hours of 12 midnight and 7:00 am shall be paid a shift differential of one

dollar (\$1.00) of each of those hours worked in addition to their appropriate hourly rate of pay.

- d) On a Saturday and/or Sunday between the hours of 7:00 am and 12 midnight shall be paid a shift differential of sixty cents (\$.60) for each of those hours worked in addition to their appropriate hourly rate of pay.

7.05 When an RDCK vehicle is not available and use of a personal vehicle is approved by the Manager or Management Designate, all employees will be paid mileage as per RDCK policy to attend required work, inclusive of meetings and training when the employees are away from the Nelson and District Community Complex.

ARTICLE 8 - OVERTIME, STANDBY, AND CALL-OUT

- 8.01 a) Overtime for all employees shall mean all time worked at the request of the Employer in excess of eight (8) hours per day or forty (40) hours per week for employees who work eight (8) hour shifts.
- b) Overtime for all employees shall be paid as follows:
- for each scheduled work day, time and one-half (1 1/2) for the first three (3) hours and double time (2) thereafter.
 - for cumulative hours worked on scheduled consecutive days of rest, time and one-half (1 1/2) for the first (8) hours and double time (2) thereafter.
- 8.02 Call-Out
- (a) A Child Minder, Aquatic Fitness Instructor, or a Specialty Program Instructor (such as Kayak Instructor), may be brought out to work at any time other than his regular shift for a minimum of one (1) hour at straight time.
- (b) Any full-time employees brought out to work at any time other than his regular shift shall be paid for a minimum of four (4) hours at straight time or actual hours worked at time and one-half (1 1/2), whichever is the greater.
- (c) A part-time or casual employee brought out to work at any time other than his regular shift shall be paid for a minimum of four (4) hours at straight time or the amount of hours worked, whichever is greater.
- 8.03 An employee reporting to the Manager or Management Designate ready for work at the start of his shift shall be paid the lesser of his regular shift or four (4) hours at his regular rate of pay if sent home by the Manager or Management Designate.
- 8.04 Standby will be scheduled and approved by the Manager or Management Designate. Payment for standby shall be as follows: four (4) hours per day at employees regular rate for each day of standby. An employee

standing by shall be immediately available at a known number.

8.05 After-Hours Response

The only time period where by after-hours response would occur is when an operator is not in the facility. The Employer requires a qualified* employee to respond to calls for building mechanical alarms, security, fire alarms, and missed safety check-in-calls.

Compensation for having the Employers telephone during those hours on weekdays will be at one (1) hour per day.

Compensation for having the Employers telephone during those hours on a Saturday evening or Sunday evening will be at two (2) hours per day.

Compensation for having the Employers telephone during those hours on a Statutory Holiday where the facility is closed will be at four (4) hours per day.

After-hours response operators will be scheduled in advance on a rotational basis between qualified employees as mutually agreed to by the Parties.

*To be a qualified employee one must attend the worksite within a reasonable time frame, as established by the BC Safety Authority, of receiving the call and hold a minimum of an Ice Facility Operator and a Pool Operator Level 2 Certification.

8.06 Any employee required to work more than two (2) consecutive hours beyond his regular shift in any day shall be entitled to a lunch not to exceed the sum of fifteen dollars (\$15.00) paid by the Employer, and the employee shall be entitled to an additional meal allowance for each additional five (5) consecutive hours of overtime worked.

8.07 An employee required to start a new shift, other than his normal shift, within twelve (12) hours, including overtime, shall be paid at one and one-half (1 1/2) times for all hours which fall within the twelve (12) hour turn-around time.

8.08 Overtime and call-out time shall be by seniority among the employees who are willing, qualified, and available to perform the work. When requested by the Union to do so, the Employer shall provide the Union

with a list of all employees who worked overtime during the immediately preceding pay period.

- 8.09 All employees called out to work on statutory holidays shall be paid at two and one-half (2 1/2) times the sum of regular rate.
- 8.10
- a) Overtime shall be paid for in wages or in compensating time off. The employee shall indicate to his Manager or Management Designate, at the time the overtime is worked, whether he wishes to be paid for the overtime or wishes compensating time off. For the purpose of the Article "overtime" shall include standby and call-out.
 - b) Compensating time off may be credited in the employee's overtime bank to a maximum accumulation of one hundred (100) hours per annum.
 - c) The accumulation of time may be taken by mutual agreement between the employee and Employer and must be taken and cleared by December 31st.
 - d) Failure of an employee to clear his bank by this date will result in the Employer paying out all unused credits on the first pay period commencing after the December 31st clearing date.

ARTICLE 9 - STATUTORY HOLIDAYS

9.01 Statutory Holidays

The recognized Statutory Holidays shall be as follows:

New Year's Day	Good Friday
Easter Sunday	Victoria Day
Canada Day	British Columbia Day
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	Family Day

or the days proclaimed under the law of British Columbia in their stead, and all special holidays that may be declared by the Regional District, Provincial, or Federal governments.

9.02 Eligibility for Pay

Employees will be paid at the rate of pay received on the scheduled work day prior to such holiday provided they have worked for the Regional District for thirty (30) days.

9.03 Holiday Coinciding With a Day of Vacation or Pre-Authorized Paid Leave

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

9.04 Calculation for Part-time Employee

Regular part-time employees who have worked or earned wages for at least fifteen (15) of the last thirty (30) days before the Statutory Holiday shall be entitled to holiday pay equal to the amount they would have earned had they worked their regular hours on the day off.

9.05 Work on Statutory Holiday

- a) An employee who is scheduled to work on a Statutory Holiday shall be paid one and one-half times (1 1/2) on that day.

- b) If a Statutory Holiday falls on an employee's scheduled day off the employee shall receive one (1) day's pay or, at the option of the employee, another day off with pay at a time selected by the employee. Time selected for a day off shall be mutually agreed between the Employer and the employee.

ARTICLE 10 - VACATION LEAVE

10.01 Regular Full-Time Employee

A regular full-time employee who has received pay for at least ten (10) days in a calendar month shall earn vacation leave credits and be entitled to vacation leave in accordance with the following schedule:

1 - 3 years	3 weeks
4 - 9 years	4 weeks
10 - 19 years	5 weeks
20 years	6 weeks

10.02 Regular Benefitted Part-Time Employee

A regular part-time employee shall earn vacation leave credits and be entitled to vacation leave at a rate calculated on the basis of the number of hours worked in relation to the regularly scheduled hours of work for a full-time employee of the same classification.

10.03 Casual Employee

A casual employee shall receive the benefit allowance provided for in Article 3.03 in lieu of vacation pay.

10.04 Seasonal Employee

A seasonal employee shall receive the benefit allowance provided for in Article 3.04 in lieu of vacation pay.

10.05 Terminated Employee

Where an employee is terminated for any reason he shall be paid for all unused vacation leave credits earned prior to the date of termination.

10.06 Floater

In addition to the above statutory holidays, each regular employee shall be entitled to a floating holiday during each year of his employment, which shall be taken at a time of the employee's choice provided such choice does not unduly affect the Employer's services and provided the employee has completed thirty (30) work days (broken or continuous) dating from the day he first commenced employment prior to his taking such holiday off. In any dispute concerning the day of the employee's choice, the matter shall be resolved in accordance with the provisions of Article 15, provided always that an employee shall receive such day off not later than December 31st of the calendar year.

10.07 Higher Accrual Rate

The next higher vacation leave accrual rate shall apply to the month in which an employee completes a qualifying year of service.

10.08 Vacation Carry-Over

An employee may carry over into each calendar year no more days of vacation leave than the total number of days earned during the immediately preceding year. If not carried over the vacation leave shall be taken at the employee's discretion prior to the end of the then current calendar year. Vacation leave banking - an employee preparing for an extended trip shall be permitted to carry one (1) years annual vacation over to the next ensuing year. Arrangements are to be mutually satisfactory to the Employer and the employee and shall only be permitted once in five (5) years. If not so used, the holiday time shall be used at the Employer's discretion in that year.

10.09 For the purpose of computing such vacation pay, the word "week" shall be considered as constituting forty (40) hours for employees. The word "pay" where used in this Article shall mean remuneration for the period the case may require, based on the hourly rate of the greatest number of shifts worked by the employee in the calendar month preceding the month in which the vacation commences.

10.10 An employee's vacation will, where practical, be granted at the time requested, but in all cases the commencement date must be at the convenience of the Employer.

Vacation requests will be accepted at any time during the year,

however requests made prior to February 1 will be given preference over those received at a later date. Where a conflict arises over requests for vacation leave submitted by two (2) or more employees on or before the February 1 deadline, and the conflict can not otherwise be resolved, seniority shall govern. Employees with these requests will be notified by March 1.

After March 1, employees will be notified within one (1) month of making the request as to whether or not the vacation time has been granted. If the request is greater than three (3) weeks the employee will be notified within two (2) months of making their request.

10.11 At the employee's discretion, the vacation periods set out in this Article may be split.

10.12 Where an employee qualifies for sick leave, bereavement, or any other approved leave during his period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, as mutually agreed upon by the Employer and employee. The Employer is to receive a doctor's certificate for sick leave so used.

10.13 Leave without Pay

A regular full-time or regular part-time employee shall be entitled to leave of absence without pay when he requests such leave in writing for good and sufficient cause. Approval of a request for leave of absence without pay shall be at the discretion of Employer, but shall not be unreasonably withheld. An employee on leave without pay shall reimburse the Employer the full benefit premium costs for those benefits that may be available during the period of absence on such leave.

10.14 Public Office

- a) The Employer recognizes the right of an employee to participate in public affairs, therefore, upon written request, the Employer shall allow leave of absence without pay so that an employee may be a candidate in Federal, Provincial, Municipal or local School Board elections.
- b) An employee elected to the Federal Parliament or Provincial Legislative Assembly shall be allowed leave of absence without

pay for the term of office, during which time seniority will be maintained but will not accumulate. The employee becomes responsible for his own benefits while on this leave.

ARTICLE 11 - EMPLOYEE BENEFITS

11.01 Information on Benefit Plans

- a) The Employer will provide each new employee with printed information on each benefit plan, and to provide the same information to every employee upon request and when there is a change in any benefit program which affects employees.
- b) Those employees not receiving benefits shall be entitled to fifteen (15%) percent on every pay cheque in lieu of benefits. Such benefits include: vacation pay, statutory holiday pay, sick leave, bereavement, group life, disability, medical, extended health and dental coverage.
- c) A regular full-time or regular part-time employee shall be entitled to all benefits provided for in this agreement, except as otherwise stated here in.
- d) A minimum of twenty-five (25) hours per week for a minimum of three (3) months must be worked by an employee to obtain benefits and retain benefits. If an employee works less than twenty-five (25) hours, the employee shall receive fifteen (15%) percent in lieu of benefits.
- e) If the coverage is for an indefinite amount of time an employee should be assigned to the Regular Part-time position and be put on benefits. Upon return of the employee from indefinite leave bumping would occur.

11.02 Changes to Benefit Plans

The Employer shall not make any changes to the benefit levels without prior agreement of the Union.

11.03 Superannuation Plan

Upon completion of the probation period, every benefitted employee shall enrol, if eligible, in the superannuation plan provided under the Municipal Pension Plan of British Columbia.

11.04 Medical and Extended Health Benefits Plan

The Employer shall pay the full registration fee and premium cost for single or family coverage, as applicable, under a mutually approved Medical Plan and Extended Health Benefits Plan, for benefitted employees who have completed three (3) months continuous employment.

11.05 Dental Plan

a) The Employer shall pay eighty percent (80%) and the benefitted employee shall pay twenty percent (20%) of the premium cost for single or family coverage, as applicable, under a mutually approved dental plan for benefitted employees who have completed three (3) months continuous employment.

b) The sharing of the cost of services received under the dental plan between the Plan and the benefitted employee shall be as follows:

Plan A:	Normal teeth work	100% paid by Plan
Plan B:	Crowns/Bridges	70% paid by Plan
	Dentures	100% paid by Plan
Plan C:	Orthodontics	60% paid by Plan (\$2000.00 maximum)

11.06 Optical Plan

In addition to the Extended Health Benefit Plan referred to in Article 11.04, an Optical Plan shall be provided for benefitted employees after three (3) months continuous employment at a level of Three Hundred (\$300.00) Dollars every two years, and the premium cost shall be one hundred percent (100%) paid by the Employer.

11.07 Group Life Insurance

a) The Employer shall pay the full cost of the premiums for group life insurance coverage and accidental death and dismemberment insurance for all benefitted employees who have completed three (3) months continuous employment, up to age sixty-five (65).

b) The amount of the life insurance and accidental death and dismemberment insurance coverage shall be one and a half (1 1/2) times the employees annual salary.

11.08 Weekly Indemnity & Long-Term Disability

The Employer shall provide the following plans for all benefitted employees who have completed three (3) months continuous employment:

a) Weekly Indemnity (Employer pays premium)

A taxable benefit of sixty-seven (67%) percent of gross weekly earnings to a maximum benefit of seven hundred (\$700.00) dollars per week for up to seventeen (17) weeks following the waiting periods of:

Accident: zero (0) days

Sickness: three (3) consecutive normal working days, and

b) Long Term Disability (Employee pays premium)

i) A tax free benefit of sixty-seven (67%) percent of gross monthly earnings to a maximum of three thousand (\$3,000.00) dollars after an elimination period of one hundred and nineteen (119) days. This benefit is payable to age sixty-five (65) and is reduced by any benefits received from Workers' Compensation Board and Canada Pension Plan.

ii) The Employer will pay to the employee a health allowance equal to the premiums paid by the employee for the Long Term Disability plan.

11.09 Definition of Sick Leave

"Sick leave" means the period of time an employee is permitted to be absent from work, with or without pay, by virtue of sickness, unavoidable quarantine, or accident for which compensation is not payable under the Workers' Compensation Act. "Working day" means any day on which the employee would normally work. The Employer will monitor any abuse of sick leave.

11.10 Sick Leave

- a) Upon completion of three (3) months service, regular employees who, while absent from work due to short term illness of self or a family member, will be granted in each calendar year a maximum of eight (8) non-accumulative days with pay.
- b) A regular part-time employee shall earn sick leave and be entitled to sick leave at a rate calculated on the basis of the number of hours worked in relation to the regularly scheduled hours worked for a full-time employee of the same classification.
- c) Employees on approved sick leave shall be responsible for the employees share of benefit premiums. After a six (6) months absence for sickness the employee shall be responsible for the full cost of employee benefit.

11.11 Calculation of Sick Leave Credits

- a) In the event of illness a regular employee shall receive pay for each working day or portion thereof that he is unable to work due to such illness subject to the following conditions:
 - i) Pay shall be calculated on the hourly rate for the employee's normal classification (exclusive of all differentials and premiums) that he would receive during the period of absence if he were not on sick leave.
 - ii) Sick leave with pay shall only be granted by the Employer if the employee has unused sick leave credits to cover the period of sick leave.
 - iii) The employee who is sick shall make every reasonable effort to have his Manager or Management Designate notified of the fact at the starting time of his shift or as soon thereafter as possible.
 - (iv) The employee who is sick shall complete and submit an application for sick leave on forms provided by the Employer immediately upon his return to work after the period of sick leave.
 - (v) Every application for more than three (3) consecutive

working days of sick leave shall be accompanied by a doctor's certificate if required by the Employer; and:

- vi) When it is necessary to schedule medical or dental appointments during an employee's normal working hours, the time required to attend such appointments may be taken as paid sick leave subject to all other provisions of this Article.
- b) The Employer may require that a doctor's certificate be submitted in support of any application for sick leave. Where a doctor's certificate is required in such circumstances by the Employer and the employee fails or refuses to submit such a certificate, the period of absence shall be taken as vacation leave, banked overtime, or leave without pay.
- c) Notwithstanding Article 11.11(b) above, where it is apparent that there is a pattern of absence on sick leave, the Employer may request that the employee undergo an independent medical examination at the expense of the Employer, or that further medical evidence be furnished to substantiate any period of absence claimed to be due to illness.
- d) If an employee is found to have willfully misrepresented himself as being ill he shall immediately refund to the Employer all applicable sick leave pay. The refund of sick leave pay shall not prejudice the right of the Employer to take such disciplinary or other action as may be appropriate in the circumstances.

11.12 Sick Leave for Terminated Employees

Sick leave shall not be granted, nor shall payments continue there under, after an employee has given or been given notice of termination of his employment, unless such employee presents a doctor's certificate proving such sickness, and then only until the termination of his employment except in cases where it is expected that the employee will not return to work by virtue of retirement or total disability.

11.13 Care of Family Members

Subject to (a), (b) and (c) below, and providing the necessary sick leave credits are available, sick leave may be granted when an employee's

absence is required to care for, or to make arrangements for the care of, a family member who is ill.

- a) For purposes of this Article "family member" shall mean the employee's spouse, common-law spouse, child or step child and the following relatives of the employee who normally reside in the employee's household or with whom the employee normally resides: parents, brother, sister, mother-in-law, father-in-law, and grandparent.
- b) In no case shall sick leave granted under this Article exceed eight (8) working days in any calendar year.
- c) The Employer may require a report from a qualified medical practitioner should any doubt exist as to the legitimacy of an application for sick leave under this Article.

11.14 Wages While on WCB

An employee prevented from performing his regular work with the Employer on account of an occupation accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Compensation Act shall receive payment from the Workers' Compensation Board.

11.15 Bereavement Leave

An employee shall be entitled to bereavement leave with pay in the event of the death of the employee's parent, wife, husband, common-law spouse, brother, sister, child, mother-in-law, father-in-law, grandparent, grandchild, daughter-in-law, son-in-law, brother-in-law or sister-in-law.

- a) Where the bereavement occurs outside the boundaries of the Regional District of Central Kootenay or Kootenay Boundary and the employee travels to and from the funeral, five (5) days bereavement leave shall be granted.
- b) Where the bereavement occurs within the boundaries of the Regional District of Central Kootenay or Kootenay Boundary, three (3) days bereavement leave shall be granted.

11.16 Jury Duty

The Employer shall grant leave of absence without loss of seniority or other benefits to an employee who serves as a juror or witness in any Court. The Employer shall pay such an employee the difference between his normal earnings and the payment he received for jury service or court witness, excluding payment for travelling, meals or other expenses.

The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a Court witness in any matter arising out of his employment shall be considered as time worked at the appropriate rate of pay.

11.17 Essential Community Service

Any employee involved in an essential community service (volunteer fire department, emergency measures organization, auxiliary police, etc.) shall be allowed time off with pay when an emergency situation requiring his services arises during regular working hours, provided that a sufficient number of employees are always in attendance at the facility. Such an employee shall not receive remuneration from any other agency with respect to any period during which he received time off with pay from the Employer.

11.18 Maternity, Paternity and Adoption Leave

- a) On completion of the probationary period an employee shall qualify for maternity leave and the Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy and thereafter as provided for in this Article.
- b) A qualified employee shall, upon application, be granted eighteen (18) weeks maternity leave without pay, and the leave shall commence no earlier than six (6) weeks prior to the expected date of the birth of the child.
- c) Where a doctor's certificate is provided, stating that it is necessary to commence the period of maternity leave earlier or to extend the period of leave for health reasons, an extension of up to three (3) months shall be granted.
- d) While on maternity, paternity and adoption leave an employee

retains and continues to accrue seniority and be entitled to all employee benefits provided for in the Agreement, except that vacation leave and sick leave credits shall not be earned during the period of maternity, paternity and adoption leave. An employee on maternity, paternity and adoption leave shall retain his/her service entitlement for vacation leave increments, and the period of maternity, paternity and adoption leave shall be included for that purpose based on the average hours worked for the previous six (6) months.

- e) An employee on maternity, paternity and adoption leave shall continue to pay the employee's share of benefit costs in such manner as is mutually agreeable to the employee and the Employer.
- f) An employee on maternity, paternity and adoption leave may apply to the Commissioner of Municipal Superannuation for approval to make contributions to the plan during the period of maternity, paternity and adoption leave. Upon approval, employee and Employer contributions shall be made in accordance with the Pension (Municipal) Act of British Columbia.
- g) An employee on maternity, paternity and adoption leave shall provide the Employer with not less than two (2) weeks written notice of the date upon which he/she will return to work. On return from maternity, paternity and adoption leave an employee shall be placed in his/her former position or, if that position no longer exists, in a similar position at the same rate of pay as his/her former position.
- h) While on maternity, paternity and adoption leave an employee may choose to receive payment of normal salary from sick leave credits, if any, after the fifteen (15) week period covered by Employment Insurance.
- i) In addition to maternity, paternity and adoption leave an employee is entitled to a maximum of thirty-five (35) weeks unpaid parental/adoption leave to be taken within one year of the birth or adoption of a child. If both parents are employees of the Employer the maximum combined leave remains at thirty-five (35) weeks.

- j) A male employee shall receive one (1) day off with pay when a child is born into the family.

11.19 Employee & Family Assistance Plan

The Employer agrees to implement the Employee and Family Assistance Program for all bargaining unit employees within ninety (90) days from the signing of this Agreement. The yearly premiums shall be paid eighty-five percent (85%) by the Employer and fifteen percent (15%) by the employee.

ARTICLE 12 - SENIORITY, PROBATION, LAYOFFS, BUMPING AND RE-CALL

- 12.01 Notwithstanding anything in this Agreement, it is hereby agreed that each employee is hired on probation, the probationary period to continue for sixty (60) shifts worked, during which time the employee will receive a percentage in lieu of benefits in accordance with the terms of the Collective Agreement, and during this period, no seniority rights shall be recognized. Upon completion of the probationary period, the employee shall then be entitled to seniority dating from the day on which he commenced employment with the Employer.
- 12.02 Shifts will be assigned on the basis of seniority and availability of the employee.
- 12.03 Seniority will be defined as the total number of hours an employee has worked since the first day hired.
- 12.04 Following the probation period, seniority shall commence from the first day hired, and shall govern in all areas of this Agreement except that in the case of part-time employees, seniority for the purpose of promotions, demotions and layoffs shall be calculated on the basis of the number of hours worked since the first day hired.
- 12.05 Seniority is defined as the total length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union and except as otherwise specifically provided for in this Agreement, shall be continuous service. Seniority shall be applied in accordance with the provisions of this Agreement, and shall operate on a bargaining unit-wide basis unless otherwise specified in the Agreement.
- 12.06 When an employee is absent from his normal job because of sickness or accident, he shall, on his return, be reinstated in the job classification he would have held had he not been so absent, and during such absence, his seniority shall accumulate as if he had not been absent.

Seniority shall not accumulate for an employee on an approved leave of absence without pay pursuant to Article 10.13 unless otherwise stated herein.

12.07 Unless otherwise provided, if an employee is unavailable for work for a period of longer than three (3) months, he will have severed his employment.

12.08 Seniority List

On a quarterly basis the Employer shall provide the Union with current seniority lists covering all employees in the bargaining unit and such list shall include the name of the employee, the date of the employee's last entry into the bargaining unit, and the accumulative total of accrued seniority in hours for each employee.

12.09 The Employer will keep a record showing the date upon which each employee's service commenced and terminated, and any employee may request information from the Employer relative to his own seniority. On request, the President or the Union Steward will be supplied with the necessary information relative to the seniority and the base rate of any employee or group of employees.

12.10 Lay-offs, Bumping and Re-call Procedures

a) Definitions:

i) "bumping" means the procedure whereby an employee who is to be laid off may exercise his seniority rights and displace or bump, an employee with less seniority, and whereby a displaced employee may in turn exercise his seniority rights over another employee with less seniority;

ii) "layoff" means any reduction in the work force or reduction in hours as defined in this Agreement, which affects one (1) or more employees in the bargaining unit; and

(iii) "recall rights" means the rights of an employee to be recalled back to work according to his seniority.

b) Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their bargaining unit-wide seniority. An employee shall only bump into a position he is qualified for without any further training.

- c) The Employer shall notify employees who are to be laid off ten (10) working days (wherever possible) prior to the effective date of layoff. If the 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.
- d) The affected employee will have the right to bump bargaining unit wide, any employee with less seniority. Any bumping rights must be exercised within nine (9) working days of receiving notice of lay-off.
- e) If there is still to be a lay-off, after the bumping procedure has been in effect, then the employee to be laid-off shall be allowed two (2) hours off with pay during his last shift in order to attend to any personnel or pay related matters not yet settled.
- f) Subject to carrier approval, employees on lay-off will be given the right to continue benefits for the duration of their recall rights by paying premiums directly to the Employer. This right shall be in accordance with re-call rights of twelve (12) months.
- g) The Employer shall notify the employee(s) by registered mail, at the last known address, and shall be given ten (10) days notice of re-call.
 - i) an employee re-called for casual work or employment of short duration at a time when he is employed elsewhere shall not lose re-call rights for his refusal to return to work.
- h) Laid off employees failing to report for work of any ongoing nature within seven (7) days of the date of receipt of notification by registered mail, shall be considered to have abandoned their right to re-employment. Employee(s) requiring to give two (2) weeks notice to another Employer shall be deemed to be in compliance with the seven (7) days provision.
- i) Laid off employees shall retain their seniority accumulated up to time of lay-offs, for a period of twelve (12) months and shall be re-called on the basis of last off - first on.
- j) New employees shall not be hired until those laid off have been given an opportunity of re-call.

- k) Grievances concerning lay-off and recalls shall be initiated at Article 15.04 of the Grievance Procedure.

12.11 Severance

- a) Definition - Severance pay is to compensate for loss of employment status and the seniority rights attached thereto.
- a) If an employee chooses not to exercise his re-call rights for the lay-off period, he may choose the option of Severance Pay.
- b) Severance Pay, for the purposes of termination of employment, will be as per Article 17.06 (b) of this Collective Agreement.
- d) If an employee elects to receive severance pay, he shall lose seniority in accordance with this Agreement.

12.12 In the event of a former employee being brought back to work by the Employer within ninety (90) days after being laid off, the period of the lay-off shall be considered as time worked for the purpose of determining his seniority. This adjustment shall be made immediately after he has been brought back to work.

12.13 In the event of a former employee's being re-employed by the Employer after having voluntarily quit, he shall be considered as having no previous seniority. This, however, shall not be applicable if an employee has quit through ill-health, providing he applies for re-employment within a period of six (6) months after his termination.

12.14 In the event of a former employee's being re-employed by the Employer within ninety (90) days after having been discharged for other than gross misconduct, the period shall be considered as time worked for the purpose of determining his seniority. However, this adjustment shall not be made until the employee has worked ninety (90) days after his re-hiring.

12.15 Where an employee is unable, through injury or illness to perform his normal duties, the Employer will attempt to provide him with alternate suitable employment within the bargaining unit, and the employee shall not unreasonably refuse to accept such employment.

12.16 Should an employee be re-called within twelve (12) months after being laid off, he shall retain the seniority applicable to him at the date of lay-off.

ARTICLE 13 – HEALTH AND SAFETY

- 13.01 The Union and the Employer shall co-operate in continuing and perfecting the health and safety measures now in effect and both parties agree to enforce all laws and regulations relating to accident prevention measures which are applicable to the operation of the Employer.
- 13.02
- a) All employees working in any dirty or dangerous capacity shall be supplied with all necessary safety tools, safety equipment and protective clothing when needed, and the issue of protective clothing to be at the discretion of the direct Supervisor who shall have the right to request worn-out issue to be turned in at the time of any new issue.
 - b) The Employer agrees to provide, if requested by the Building Operations Staff, one (1) pair of coveralls per year and two (2) tee shirts or golf shirts marked with the Employer's identification logo per year, and the direct Supervisor has the right to request the worn-out issue to be turned in at the time of any new issue. Safety gloves will be supplied by the Employer as needed.
 - c) Safety Boots - The maximum to be paid by the Employer for a pair of safety boots shall be one hundred and fifty (\$150.00) dollars once per year. An unused boot allowance may be carried forward from year to year, provided that the maximum allowance shall not exceed two hundred and sixty dollars (\$260.00).
- 13.03
- a) The Employer will select, pay for and issue to the Lifeguards, t-shirt(s), short(s), bathing suit (s) and whistle as determined by the Employer based upon proof of need by and return of the used item to the Direct Supervisor.
 - b) After an employee's probation period a fifty (\$50.00) dollar footwear allowance will be provided to Aquatic Staff. This footwear will be purchased from the approved list.
- 13.04 Safety Glasses and Goggles

The Employer shall provide non-prescription safety glasses and safety goggles to those employees requiring such protection for their work.

The Employer shall provide prescription safety glasses to Facility Operators and Custodians who require them in the course of their duties.

The prescription safety glasses will be provided through the Occupational Vision Plan of the British Columbia Association of Optometrists.

- 13.05
- a) A Health and Safety Committee shall be established, with two (2) members representing the Employer and two (2) members representing the Union. The Committee shall meet monthly for the purpose of considering, reviewing, and inspecting health and safety conditions and practices in the workplace.
 - b) Where a member of the Committee identifies an obvious safety or health hazard in a particular situation, the Employer shall forthwith take such action as is necessary to eliminate the hazard.
 - c) Time spent by members of the Committee in the course of their duties shall be considered as time worked, and shall be paid for in accordance with the terms of this Agreement.
- 13.06 Employees shall have the right to refuse unsafe work without disciplinary action being taken against them, in accordance with Workers' Compensation Board Regulations.
- 13.07 Hepatitis B vaccination where employee wishes to have this vaccination (due to the nature of the job), the Employer will reimburse the cost upon presentation of receipt.
- 13.08 Class size will be determined by the Red Cross Class standards.

ARTICLE 14 - DISCIPLINE PROCEDURE

14.01 Union Representative Present During Interview

An employee shall have the right to have a Shop Steward or Union representative present at any discussion with Manager or management designate personnel concerning disciplinary action in relation to that employee. Where a Manager or Management Designate intends to interview an employee for disciplinary purposes he shall notify the employee of the purpose of the interview in advance so that the employee may contact a Shop Steward or Union representative to be present at the interview.

14.02 Notification to Union of Disciplinary Action

The Employer shall notify the Union in writing of all disciplinary actions taken.

14.03 Discipline Procedure

The following procedures shall apply:

Level 1 - 1st Offence

- a) If not it serious enough to warrant suspension or discharge, the employee may be given an oral reprimand by their immediate Manager or Management Designate and advised that another offence may result in a written warning.
- b) The oral reprimand follows discussion of the problem with the employee. Oral reprimand is an important step in the disciplinary process because it is at this point that cause for further action can be prevented or if cause persists, it provides the foundation for further action. The oral reprimand normally takes the form of verbal warning to caution the employee of what is expected and what further action may be taken if the matter is not resolved. A written report of the oral reprimand will be placed in the employee's personnel record. The employee will be requested to sign or initial an acknowledgement of receipt of the reprimand.

Level 2 - 2nd Offence

- a) If not itself serious enough to warrant suspension or discharge an employee will be given a written warning by their immediate Manager or Management Designate and advised that another offence may result in suspension or another related offence will result in a suspension.
- b) The written reprimand is normally applied in circumstance where the employee has failed to respond to an oral reprimand. However, where a first offence is sufficiently serious, a written reprimand may be applied in the first instance. The written reprimand may contain a warning in respect of future reoccurrence. A written reprimand shall be documented in a report to the Manager of Community Services.
- c) A copy of the written warning, to include a clear statement of what is expected and the consequence of further transgressions, will be hand delivered to the employee and a copy forwarded to the Manager of Community Services and a copy to the Union. A copy will be placed on the employee's personnel file. The employee will be requested to sign or initial an acknowledgement of receipt of the written reprimand.

Level 3 - 3rd Offence

- a) If not in itself serious enough to warrant discharge an employee will be given one (1) day suspension without pay by the Manager of Community Services and warned that another offence may result in discharge or another related offence will result in discharge.
- b) Written notice of suspension or other disciplinary action requires authorization by the Regional District Administrator. The written notice of discipline is used to indicate the application of discipline, the reasons for discipline and the actions that have been taken to modify the behaviour by the Manager or Management Designate. These factors as well as other relevant matters will be included in the notification report to the employee, and Regional District Administrator, with a copy to the Union. The Employee will be interviewed and the report will include the documentation of the interview and any investigation that was done by the Employer.
- c) Written notice of suspension shall specify documented incidences of discipline that remain on the employee's file and must contain notice of warning to the employee that the next incident may be considered a

culminating incident and dismissal may result. Incidences of discipline that can be included in support of a culminating incident are limited to only those incidents that remain on the employees file.

- d) The report on the suspension of an employee shall be placed in the employee's personnel file. In addition to verbally informing the employee of a suspension, he shall be informed in writing, with a copy to the Union stating of what is expected and the consequences of further transgressions.

Level 4 - Final Offence

- a) An employee will be discharged by the Regional District Administrator.
- b) Dismissal may result from a lack of response by an employee to correct a form of behaviour or, an initial offence if such offence is of a serious nature and/or a culminating incident which in itself would not normally result in dismissal but in consideration of other documented problems with the employee justifies dismissal.
- c) When it becomes necessary to discharge an employee they shall be given a termination slip indicating the reason for the discharge with a copy to the Union.

14.04 Employee's Right to Disagree

At any stage of the above procedure, the employee facing discipline may choose to note in his file that he disagrees with the content of the reprimand or discipline.

14.05 Personnel Records

- a) Letters of reprimand and discipline shall be removed from the employee's file provided there has been a period of twenty-four (24) months without further disciplinary letters being added to the file. No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing.
- b) An employee shall have the right, after giving reasonable notice, to have access to and review his personnel records in the presence of the responsible management person. Any disagreement as to the accuracy

of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record.

ARTICLE 15 - GRIEVANCE PROCEDURE

15.01 Grievance Procedure Participation

The parties agree that consistency of participation through the grievance process is important and will endeavour to maintain consistency.

The employer, in accordance with clause 5.01, will provide paid time off for a RDCK – CUPE 2262 Union Steward employees to investigate and settle grievances.

15.02 Grievance Procedure

In the event of an employee having a grievance, the settlement of the grievance shall be handled under the following procedures:

Step 1

Within forty (40) working days of learning of the grievance, the employee or employees concerned, with their Union steward or officer and manager and/or management designate in attendance, shall endeavour to settle the grievance. Failing to reach a satisfactory settlement of the grievance, the grievance may be referred to Step 2 and the Union Steward or Officer will submit the Step 2 grievance in writing to the General Manager.

Step 2

The employee or employees concerned, with the Union steward and/or Officer in attendance, shall meet with the General Manager and shall submit the grievance, in writing. Failing to reach a satisfactory settlement of the grievance within fifteen (15) working days after submission to the General Manager, the grievance may be submitted to Step 3. The Union shall provide the Employer written confirmation of the grievance moving to Step 3.

Step 3

The employee or employees concerned, with the Union Steward and their Union Representatives in attendance, shall meet with the Chief Administrative Officer. Failing to reach a satisfactory settlement of the grievance within ten (10) working days after submission to the Chief

Administrative Officer, the grievance may be submitted to Step 4.

Step 4

Representatives of the Union and Management shall meet with a committee of the Board of the Regional District consisting of the Board Chair or designate and the RDCK Directors of the participating areas of service within five (5) working days of the written request for such a meeting. Failing to reach a satisfactory settlement of the grievance within five (5) working days after such meeting, the grievance may be submitted to Step 5.

Step 5

Failing satisfactory settlement of the grievance at Step 4, the grievance may be submitted to Arbitration upon the Union giving five (5) days' notice in writing to the Chief Administrative Officer of its intention to do so.

15.03 Written Replies to Grievances After Step 3

All replies to grievances shall be in writing at all steps commencing with Step 2.

15.04 30 Days to Advise of Decision Re: Grievance

It is agreed that between steps of the grievance procedure up to and including Arbitration the Union has thirty (30) days in which to advise that they wish to move to the next step.

15.05 Mutual Agreement to Vary Time Limits

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

15.06 Policy Grievances

Where a grievance involves a question of general application, the Employer and the Union may agree to by-pass Steps 1 and 2.

15.07 Layoff/Recall Grievances
Grievance on layoffs and recalls shall be initiated at Step 3 of the grievance procedure.

15.08 Employer's Right to Grieve

The Employer shall have the right to submit any grievance regarding the interpretation of, or violation of this Agreement to the Executive Officers of the Union. Failing a satisfactory settlement within fifteen (15) working days of submission, the Employer shall meet with the local Union and the CUPE Representative. If the dispute is not settled within fifteen (15) working days, the Employer shall have the right, upon giving five (5) working days notice in writing to the Union, to refer the grievance to Arbitration constituted in accordance with this Article.

15.09 Witnesses during Grievance Procedures

At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witnesses, and any other witnesses. All reasonable arrangements will be made to permit the conferring parties or Arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 16 - ARBITRATION

16.01 Arbitration

Arbitration may consist of three (3) member board of arbitration, a single registered arbitrator with the Collective Agreement Arbitration bureau as established under the Labour Relations Code, or by an other generally accepted and mutual agreeable method. However whichever method is chosen it shall only be by mutual agreement between the Union and the Employer. Should the parties be unable to agree on which method to use, the three (3) member board shall be used.

16.02 Arbitrator's Decision Final

The decision of the Board of Arbitration or Arbitrator with respect to an interpretation or alleged violation of this Agreement shall be final and binding upon the parties, but in no event shall the board or arbitrator have the power to alter, modify, or amend the Agreement in any respect.

16.03 Arbitrator's Expenses

Each party shall bear one-half (1/2) of the expenses of the arbitrator or in the case of a three (3) member board each party shall bear the expenses of their appointee and one-half (1/2) of the expenses of the arbitrator.

ARTICLE 17 - TECHNOLOGICAL CHANGE

17.01 The purpose of the following provisions is to preserve job security and stabilize employment and to protect as many regular employees as possible from loss of employment.

17.02 Notification of Change

Three (3) months before the proposed introduction of any technological change affecting one (1) or more employees, the Employer shall notify the Union in writing of the proposed technological change.

17.03 Technological Displacement

During the term of this Agreement any disputes arising in relation to adjustment or technological change shall be discussed between the bargaining representatives of the two parties to this collective agreement.

17.04 Training Programs

- a) After consultation with the Union, the Employer may, instead of releasing an employee due to technological change, retrain the employee for another position for such period of time as the Employer considers necessary, in which case the Employer will assume the cost of such retraining. After the period of training, the employee shall have three (3) months to adapt fully to the new position. Should the employee not adapt to the new position he may then be released by the Employer.
- b) If an employee who is displaced by technological change is retrained for, or takes, a position that is at a lower rate of pay he shall continue to receive the rate of pay for his former position, but shall receive only one-half (1/2) of any pay increases applicable to the new position until his actual rate of pay is the same as that provided for the new position.
- c) When the Employer calls a meeting, the employees in attendance, not on shift, will be paid at his/her straight time rate, a minimum of two (2) hours or the time spent at the meeting, whichever is greater.

17.05 Severance Pay

- a) No regular employees shall be released because of technological change except upon one (1) week's notice with pay for each year of service, to a maximum of four (4) weeks, during which he shall be allowed a maximum of five (5) hours per week with pay for the purpose of job interviews.
- b) No less than two (2) days prior to the expiration of the period of notice provided for in (a) above, the employee shall notify the Employer in writing as to whether he elects to receive severance pay as provided in Article 17.06, or whether he wishes to be laid off in accordance with Article 12.

- 17.06
- a) If the employee elects to receive severance pay he shall lose all seniority as otherwise provided in Article 12 and, in the event he is rehired by the Employer at a later date, he shall not be entitled to severance pay as provided for in this Article.
 - b) The severance pay payable to an employee pursuant to this Article shall be one (1) month's pay at regular rates for each three (3) years of service completed by the employee as at the date of termination, provided however that the severance pay shall not be less than one (1) month's pay nor more than three (3) months pay.

17.07 Notwithstanding any other provisions of this Agreement, any employee laid off two (2) months or more prior to the proposed introduction of a technological change shall be deemed not affected by the technological change, and therefore shall not be eligible for any benefit prescribed in this Article.

17.08 No New Employees

No additional employees shall be hired until the Employer has complied with Article 17.04.

**ARTICLE 18 - POSTING AND STAFFING OF POSITIONS, TRAINING,
JOB DESCRIPTIONS AND CLASSIFICATIONS.**

18.01 Posting and Staffing of Vacant or New Positions

- a) When a vacancy occurs, either temporary or permanent, inside of the bargaining unit, the Employer shall immediately notify the Union in writing.

When a new position is created, either temporary or permanent, inside of the bargaining unit, the Employer shall develop a Job Description, Classification and Wage Rates in accordance with Article 18.11 and Article 18.12.

- b) The Manager or Management Designate will have seventeen (17) days to determine if the vacant position is to be filled. Where the Employer does not intend to fill a vacant position, the Union shall be immediately notified in writing of the decision not to fill the vacant position. The Employer shall advise the Union of the reason why the vacant position will not be filled.
- c) Where the Manager or Management Designate decides to fill a vacant or new position, the position will be posted internally within seven (7) days of the decision to fill the position.
- d) All positions shall be posted on the applicable site bulletin board and the RDCK website for a minimum of seven (7) days prior to being advertised elsewhere. Timeframe can be reduced by mutual consent.
- e) RDCK Employees' applications for a vacancy or new position shall be processed, and the applicants interview, prior to consideration being given to any other applicants. Subject to Article 18.03 (b).
- f) Appointments from within the bargaining unit shall be made within four (4) weeks of posting. The job shall be filled within one (1) week of appointment, unless mutually agreed by the parties.

18.02 The job postings for Article 18.01(d) shall contain the following information: employment status, short description of the position, required qualifications, wage or salary rate or range, typical amount of

work, range of hours of work and closing date of competition. A job description shall accompany each job posting. Qualifications shall not be established in a discriminatory manner, and all job postings shall state "This position is open to male and female applicants."

- 18.03
- a) Both parties recognize the principle of promotion within the service of the Employer, and that job opportunity should increase in proportion to length of service.
 - b) In making staff changes, including transfers and promotions, the applicant with the greatest seniority and is capable of meeting the qualifications required for the position shall be appointed to the new or vacant position within the bargaining unit, in accordance with Article 18.04.
 - c) Appointments for within the bargaining unit shall be made within three (3) weeks of posting. The job shall be filled within one (1) week of appointment.

18.04

The successful applicant within the bargaining unit shall be notified in accordance with Article 18.03(c). He shall be given a trial period of three (3) months for a full-time employee and four (4) months for a part-time employee, during which time he will receive the necessary training for the position. The Employer shall not curtail the trial period without just cause, before it has run its full course. Conditional on satisfactory service, the employee shall be declared permanent after the period of three (3) months for a full-time employee and four (4) months for a part-time employee. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, he shall be returned to his former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position, wage or salary rate, without loss of seniority.

- 18.05
- a) Within seven (7) days of the date of appointment to a new or vacant position, all internal applicants that were shortlisted will be provided the name of the successful applicant.
 - b) The Employer shall provide verbal feedback to all internal applicants who are interviewed. Written feedback will be provided to internal applicants who have more seniority than the

successful applicant.

18.06 Training

Whenever possible the Employer will provide on-the-job training so that employees will have the opportunity to qualify for promotion or transfer when a vacancy arises. Employees shall be given the opportunity to learn the work of higher or equal positions by working with a senior qualified employee for temporary periods during normal working hours, without affecting the rate of pay of the employees involved, when time is available and a qualified employee is available to instruct the trainee. Employees shall be selected for on-the-job training on the basis set out in Article 18.07(c).

- 18.07
- a) The Employer shall post any training programs or opportunities for which employees may be selected. The bulletin shall contain the following information:
 - i) the type of program (course, seminar, etc., and subject to be covered)
 - ii) the time, duration, and location of the program.
 - iii) the minimum qualifications required for applicants; and
 - iv) the deadline for applications for the training to be submitted with the Manager or Management Designate.
 - b) Notice of training opportunities shall be posted on the Union bulletin boards for ten (10) days before the deadline for applications whenever possible, so that all interested employees are afforded an opportunity to apply for such training.
 - c) Selection of employees for training opportunities shall be based on the qualifications and seniority of the employee.
 - d) The Employer will post training opportunities and will identify the opportunities and number of employees that the Employer will pay for.

18.08 Required Training Compensation

- a) The Employer will pay for designated training for employees to maintain Employer required job related certifications or skills training.
 - i) For Lifeguards, the Employer agrees to provide the re-certification and any other courses required for employment provided the Lifeguard has been in the employment of the Employer for one (1) year or has worked five hundred (500) hours minimum and provided the Lifeguard remains in the employment of the Employer for six (6) months.
- b) All employees must submit the results of their Employer paid training within one (1) week of being notified.
- c) If the employee does not attend the mutually agreed training program or course, the Employer will have the right to reimburse itself for the full cost of fees and text books that the Employer paid for from the employee by deducting eight (8) equal payments from eight (8) consecutive pay periods.
- d) If the employee does not pass the required certification/recertification training program or course the employee must pay for the next available course and will not be eligible for reimbursement.
- e) When employees are required to attend job-related training at a mutually agreed time, such employees shall be paid at their regular rate of pay, not at the overtime rates set out elsewhere in this Agreement for all hours spent at the training including hours spent travelling to and from such training. Where such training, travelling or examining take place outside normal working hours, employees shall have the option of accumulating the training and travel time in their Overtime Bank as provided for in Clause 8.09 of this Agreement and all provisions contained within that Clause shall apply.
- f) Where no meals are provided, the Employer will compensate the employee as per Regional District Policy.
- g) The Employer will pay for all accommodations required for training/education courses as per Regional District Policy.

- 18.09
- a) When approved in writing in advance by the Employer, an employee enrolled in a training program or course which is directly or indirectly related to his employment, will be reimbursed in full or in part for tuition fees and the cost of required text books and materials, upon submitting proof of successful completion of the training program or course.
 - b) Academic courses will be considered as per Regional District Policy.
 - c) When approved in writing in advance by the Manager or Management Designate, the conference or seminar will be paid by the Employer and the employee will be reimbursed for expenses as per the Regional District Policy.
 - d) Time to travel to conventions, conferences, seminars, and non-job related training is not paid where such travel takes place outside normal working hours.

18.10 Leave of absence for job related courses or other training may be granted at the discretion of the Employer, and such leave may be without pay, or with partial or full pay.

18.11 Job Descriptions and Classifications

The Employer and the Union agree to have job descriptions for all positions and classifications for which the Union is bargaining agent within six (6) months. These descriptions shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days, in which case the contentious job description shall be referred to a Joint Classification Committee comprised of two (2) representatives of the Employer and two (2) representatives of the Union to resolve the difference. If the Joint Classification Committee is unable to resolve the difference, then it shall be submitted to the grievance procedure beginning at Step 2.

18.12 In the event the Employer establishes any new position for which the Union is bargaining agent, the classification and wage rate for the new position shall be established by the Employer and written notice shall be given to the Union, and shall be posted on the Union bulletin boards by a Manager or Management Designate and the RDCK website for a minimum of seven (7) calendar days, so that all employees will be aware of the new position. Unless written notice to negotiate and resolve the

classification and wage rate is given to the Employer by the Union within thirty (30) calendar days after the original notice by the Employer, such classification and wage rate shall be considered as agreed to. In the case of a job description where the parties cannot reach an agreement, it shall be referred to a Joint Classification Committee comprised of two (2) representatives of the Employer and two (2) representatives of the Union, to resolve the difference. In the event the parties are unable to resolve the dispute, then it shall be submitted to the grievance procedure beginning at Step 2.

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

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

The request for reclassification will first be delivered to and discussed with the Manager. The Manager will then forward the request along with his recommendation to the Human Resources Manager at which point the Joint Classification Committee will meet. The Joint Classification committee will reach a decision no more than one hundred and twenty (120) days after the Union or the employee forwarded the application for reclassification. The time frame may be extended by mutual agreement.

If the parties are unable to agree on the classification, change to job description or rate of pay, or request for reclassification, it shall be submitted to the grievance procedure beginning at Step 2. The new rate shall become retroactive to the date the classification review was requested, date of change of duties or as otherwise agreed to by the Parties.

- 18.14 Existing classifications shall not be eliminated or changed without prior agreement with the Union. If the Union objects to the elimination or change of the classification, the matter shall be referred to the Joint Classification Committee. If the Committee is unable to resolve the difference, then the matter shall be referred to the grievance procedure beginning at Step 2.

18.15 Transfer Outside of Bargaining Unit

- (a) No employee shall be transferred to a position outside the bargaining unit without the employee's consent. An employee transferred to a position outside of the bargaining unit shall, for a period of sixty (60) days, retain his seniority accumulated up to the date of his leaving the unit, but shall not accumulate further seniority while outside the bargaining unit.
- (b) A period of sixty (60) days or less spent outside the bargaining unit under this Article shall not alter an employee's entitlement to vacation leave or sick leave, and shall be counted as continuous service for all purposes other than seniority.
- (c) An employee shall have the right to return to a position in the bargaining unit within the sixty (60) day period referred to in (a) above. Such return shall not result in the layoff or bumping of an employee having greater seniority.
- (d) Where there is a dispute between the Employer and the Union as to whether a position is inside or outside of the bargaining unit, the provisions of Article 18.15(a), (b) and (c) shall not apply to that position until the dispute is resolved.

ARTICLE 19 - CHANGES IN AGREEMENT

- 19.01 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of the Agreement. Such changes to be made in a Letter of Understanding signed by the Employer and the Union.

ARTICLE 20 - COPIES OF AGREEMENT

20.01 The Union and the Employer desire every employee to be familiar with the provisions of this Collective Agreement and the employee's rights and obligations under it.

20.02 Within sixty (60) days of the signing of the Agreement, the Employer shall, post the Collective Agreement electronically in shared file or on a webpage that will be accessible to all RDCK employees.

A copy of the Agreement will be printed at the Employers cost upon Employee request by any of the following:

- CUPE Local 2262 Shop Steward
- Head Life Guard
- Operations Supervisor
- Any CSR
- Manager of Recreation

The Employer shall maintain a copy of the Collective Agreement on the Union bulletin boards as defined by Article 1.06.

The Agreement will be held in a Microsoft Word format by both the Employer and the Union. The Union will be responsible for providing its Local Executive paper copies of the Agreement, if desired, and the Employer will be responsible for paper copies of the Agreement to its Managers, if desired.

ARTICLE 21 - PLURAL OR FEMININE TERMS

21.01 Wherever singular or masculine terms are used in this Agreement it shall be considered as if the plural or feminine terms had been used where the context of the Agreement so requires.

ARTICLE 22 - HARASSMENT AND DISCRIMINATION

- 22.01 The Union and the Employer recognizes the right of employees to work in an environment free from any form of harassment. Therefore, the Union and the Employer agree to co-operate in resolving any complaints of harassment which may arise in the work place.
- 22.02 An employee may initiate a grievance under this Article at any step of the grievance procedure. Grievances under this Article will be handled with all possible confidentiality and dispatch.
- 22.03 The Employer and its employees agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, discipline, discharge or otherwise by reason of age, race, creed, color, national origin, political or religious affiliation, sex, or marital status, nor by reason of his membership in a Labour Union, and the employee shall at all times and in like manner act in good faith toward the Employer.

ARTICLE 23 - CORRESPONDENCE

- 23.01 All correspondence between the Employer and the Union arising out of this Agreement or incidental thereto, shall be mailed or hand delivered to the Union Steward of CUPE Local 2262 (Regional District of Central Kootenay bargaining unit) with copies mailed to the President of CUPE Local 2262 and CUPE National Representative.

ARTICLE 24 – TERMS OF AGREEMENT

- 24.01 a) This Agreement shall be in effect as of the first day of March 2011 and shall remain in effect until the last day of February 2015. This Agreement shall not terminate at the expiration of that period unless notice in writing of the termination has been given by one party to the other within four (4) months but not less than two (2) months immediately preceding the last day of February 2011.
- b) If notice is not given as provided for in Article 24.01(a), this Agreement shall remain in effect until terminated by either party upon notice in writing given within four (4) months but not less than two (2) months immediately preceding the date of termination stated in the notice.
- c) Either party may, within the period of four (4) months immediately preceding the date of expiry of this Agreement, by written notice require the other party to commence collective bargaining.

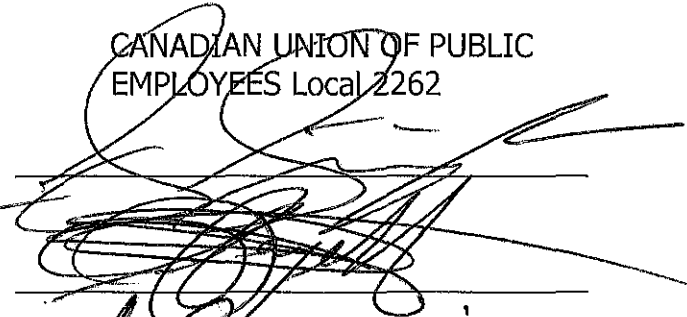
IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 26 day of February, 2013.

SIGNED ON BEHALF OF:

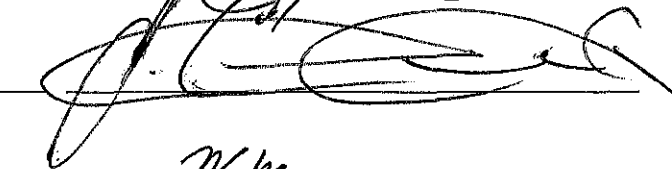
SIGNED ON BEHALF OF:

REGIONAL DISTRICT OF CENTRAL
KOOTENAY

CANADIAN UNION OF PUBLIC
EMPLOYEES Local 2262



John R. Burns
A. Pihl



K. G.
R. Anderson

SCHEDULE A WAGES

In the absence of Recreation Programmer -Aquatic or the Head Lifeguard there shall be a Lifeguard Supervisor 1 scheduled.

CLASSIFICATION	CURRENT	March 1/11	March 1/12	March 1/13	March 1/14
		1%	1.5%	1.4%	
AQUATICS				BC CPI	BC CPI
Lifeguard	\$16.72	\$16.89	\$17.14	\$17.38	
Lifeguard Supervisor I	\$17.95	\$18.13	\$18.40	\$18.66	
Head Lifeguard	\$20.86	\$21.07	\$21.38	\$21.68	
Swim Instructor	\$17.29	\$17.46	\$17.72	\$17.97	
Aquatic Program Instructor 1	\$20.07	\$20.27	\$20.57	\$20.86	
Aquatic Program Instructor 2	\$23.88	\$24.12	\$24.48	\$24.82	
Aquafit Instructor	\$20.07	\$20.27	\$20.57	\$20.86	
Red Cross Unit Rate/Student	\$2.97	\$3.00	\$3.04	\$3.09	
OPERATIONS					
Operations Supervisor	\$29.18	\$29.47	\$29.91	\$30.33	
Facility Operations	\$23.75	\$23.99	\$24.35	\$24.69	
Facility Operations with 5 th Class	\$24.93	\$25.18	\$25.56	\$25.91	
Designated Shift Engineer	\$25.96	\$26.22	\$26.61	\$26.99	
Custodian/Building Maintenance	\$18.19	\$18.37	\$18.65	\$18.91	
Casual Labourer	\$14.15	\$14.29	\$14.51	\$14.71	
CUSTOMER SERVICE					
CSR 3	\$20.81	\$21.02	\$21.33	\$21.63	
CSR 2	\$17.32	\$17.49	\$17.76	\$18.00	
CSR 1	\$16.72	\$16.89	\$17.14	\$17.38	
CHILDMINDERS		\$0.00	\$0.00	\$0.00	
Childminder	\$14.74	\$14.89	\$15.11	\$15.32	
TECHNICIANS					
Fitness Technician			\$17.66	\$17.91	
Head Fitness Technician			\$21.11	\$21.41	

*BC CPI for the year November 1 - October 31 as shown on the October BC Stats CPI bulletin released in mid November. The agreed upon column is the latest 12 month average index for BC and defined within the bulletin.

Collective Agreement
between
Regional District of Central Kootenay
and
CUPE Local 2262 (Nelson & District Community Complex)

Dated this 26 day of February, 2013.

SIGNED ON BEHALF OF:

REGIONAL DISTRICT OF CENTRAL
KOOTENAY

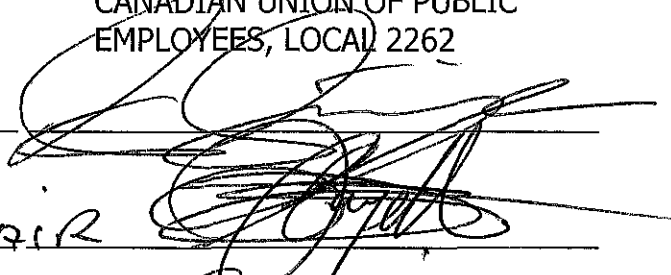


John R. King
April

J. Christie

SIGNED ON BEHALF OF:

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2262



J. Christie

Wendy Anderson

LETTER OF UNDERSTANDING #2

between

**REGIONAL DISTRICT OF CENTRAL KOOTENAY
(Nelson and District Community Complex)**

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2262

RE: Aquatic Program Instructor Positions

The Employer agrees that as of January 1, 2009, the course hours as determined by the governing body or the Recreation Programmer, Aquatics will be paid at the rates as per Schedule A for the following courses:

Aquatic Program Instructor 1

- Junior Lifeguard Club
- Swim Patrol
- Diving
- Bronze Star
- Bronze Medallion
- Bronze Cross

Aquatic Program Instructor 2

- National Lifeguard Service
- Aquatic Emergency Care
- Standard First Aid
- Lifesaving Instructor
- Assistant Water Safety Instructor
- Water Safety Instructor
- AED
- CPR

.../2

Signed this 26 day of February, 2013.

Signed on behalf of:

REGIONAL DISTRICT OF CENTRAL
KOOTENAY

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2262

John R. K... CHAIR

LETTER OF UNDERSTANDING #3

between

**REGIONAL DISTRICT OF CENTRAL KOOTENAY
(Nelson and District Community Complex)**

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2262

RE: Scheduling

The parties hereby agree that there will be negotiation regarding alternate scheduling language for inclusion within this Collective Agreement by February 28, 2013. Any outstanding grievances on scheduling will be held in abeyance and will be subject to the new language for resolution.

Signed this 27 day of February, 2013.

Signed on behalf of:

REGIONAL DISTRICT OF CENTRAL
KOOTENAY

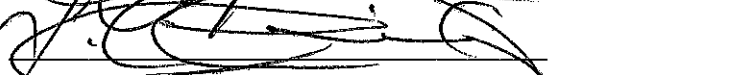
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2262



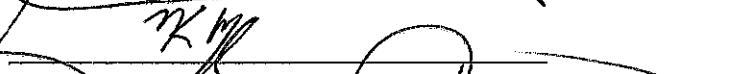
John R. Burns CHAIR



J. Curcio



J. Curcio



Deborah Anderson

SETTLEMENT AGREEMENT

between

**REGIONAL DISTRICT OF CENTRAL KOOTENAY
(Nelson and District Community Complex)**

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2262

RE: Standby/After-Hours Response

The parties hereby agree to the following as full and final resolution to outstanding grievances/issues regarding Standby Pay and After-Hours Response Pay;

The Facility Operations Supervisor will be compensated five-hundred dollars (\$500.00) as resolution to any and all unpaid Standby monies as of this date.

All Facility Operators and the Facility Operations Supervisor will be compensated for time worked as per the newly negotiated After-Hours Responses Article contained in the March 1, 2011 – February 28, 2015 collective Agreement retro-active to March 1, 2012.