

COLLECTIVE AGREEMENT

Between

THE REGIONAL DISTRICT OF CENTRAL KOOTENAY

And

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 748
(Creston and District Community Complex)**

March 1, 2015 to February 29, 2020

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

OF THE FIRST PART

AND CANADIAN UNION OF PUBLIC EMPLOYEES
Local 748 – Creston and District Community Complex
(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 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.

1.03 During the term 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.

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. Failure to cross such a picket line or to perform 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 and benefits for the period involved.

1.04 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.

1.05 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.

1.06 Appoint Shop Stewards

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

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** 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 the Union shall be consulted prior to final decision by the Employer. No Full-time or Regular employee of the Regional District shall lose their job or suffer a reduction of hours as a result of the Regional District contracting out work.
- 2.04** 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. Volunteers shall be supplementary to the employees in the bargaining unit. The extent and use of volunteers 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 Full-time Employees

These employees are Full-time employees: A Full-time employee working regularly scheduled shifts as set out in Article 6 – Hours of Work. These employees are entitled to all benefits outlined in this Agreement.

3.02 Regular Employees

These employees are Regular employees: An employee working regular scheduled shifts of twenty-five (25) hours per week or more and up to the scheduled hours worked for a fulltime employee of the same classification.

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

3.03 Part-time Employees

These employees are Part-time employees: An employee working 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 meet temporary operational requirements or to provide coverage for staff that are on vacation, sick time, medical leave, WSBC , or an 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 legislation.
- 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 to the financial secretary of the Union in the month following in which such deductions are made.
- 4.03** The Employer will, at the time of making such remittances, enclose a list of such employee names, address, full or part-time, male or female. At the same time that the Income Tax (T-4) slips are made available, the Employer shall type on the amount of Union dues paid by each Union member in the previous year, from whose pay cheques deductions are made.

ARTICLE 5 – UNION TIME OFF

- 5.01** The Parties recognize the benefit for collaborative solutions to issues, therefore, the Employer agrees that the time spent in investigation and settling disputes by a Union steward shall be considered as time worked, provided that the Union Steward signed a time statement, or form, which sets out the purpose of 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 an hourly equivalent of ten (10) working days in one (1) year. An extension to this time limit may be granted by the Manager or Management designate.
- 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 and subject to operational needs.
- 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 subject to operational needs. Exceptions in excess of thirty (30) days may be considered.
 - 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 two (2) 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.

If the Union has more than two (2) representatives on the bargaining committee, the Employer shall invoice the Union as per Article 5.03(b) for each additional Union member on the committee.

ARTICLE 6 – HOURS OF WORK

6.01 All Employees:

- a)** Employees will be scheduled to reflect facility hours of operation and operational requirements.
- b)** All work schedules will be prepared a minimum of fourteen (14) calendar 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)** 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.
- f)** 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.
- g)** An employee shall be permitted a paid rest period of fifteen (15) consecutive minutes in each half of a shift if his shift is more than six (6) hours.
- h)** Shift schedules will be filled by qualified employees based on seniority and availability.
- i)** The Employer will assign work to the least senior qualified employee when all other senior employees are not available to perform the required work.
- j)** Running-Lunch – The definition of a running-lunch is not a sit-down lunch and an employee must be available to their worksite as required.
- k)** By mutual agreement with an employee, that employee may be scheduled to work a flexible work schedule, such that the daily and weekly hours of work are averaged over four weeks or less. These averaged hours shall not exceed the normal weekly or daily hours of work for that classification. Scheduled daily and weekly hours of work, agreed to through an averaging agreement, are not subject to the overtime provisions of the Collective Agreement provided that those hours do not exceed the maximum allowed for in legislation.

A representative of the union shall be in attendance at the discussion with the Employer regarding averaging agreements. The Employer shall notify the Union in writing of all averaging agreements undertaken or renewed.

Either the employee or the Employer can opt out of the agreement at any time with 30 days written notice. Agreements are not to exceed 12 months but may be renewed by mutual agreement.

l) Customer Service Representatives

For full-time customer service representatives, the work week shall constitute thirty-five (35) working hours. Employees shall receive two (2) consecutive days of rest in each seven (7) day period.

m) Maintenance Employees

For full-time maintenance employees, the work week shall constitute forty (40) working hours. Shifts shall be comprised of either ten (10) hour shifts or eight (8) hour shifts per day.

Employees working 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.

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. Automatic (direct) deposits will be made on every second Friday, to the banking institution of the employee's choice. Pay stubs will be delivered to the Creston & District Community Complex in sealed envelopes, or by a method mutually agreed to with the Union.

- 7.02**
- a) Any employee working Monday through Friday between the hours of 5:00 a.m. and 5:00 p.m. shall not receive a shift differential payment.
 - b) Any employee working Monday through Friday between the hours of 5:00 p.m. and 12:00 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 employee working any day, including Saturdays and Sundays between the hours of 12:00 midnight and 5:00 a.m. shall be paid a shift differential of one dollar (\$1.00) for each of those hours worked in addition to their appropriate hourly rate of pay.
 - d) Any employee working on a Saturday and/or Sunday between the hours of 5:00 a.m. and 12:00 midnight shall be paid a shift differential of sixty cents (60¢) per hour plus their appropriate hourly rate of pay.

7.03 Employees who are classified as Facility Operator 1 or 2 will be promoted to the higher position upon successfully attaining the required certification for Facility Operator 2 or 3.

7.04 Mileage Allowance

When an RDCK vehicle is not available and use of a personal vehicle is approved by the Manager or Management designate, 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 Creston and District Community Complex.

7.05 Pay on Temporary Assignments

- a)** When an employee is appointed by the Manager or designate to a temporary assignment he shall receive the rate of pay for the higher rated position for all time worked in that position.

- b)** When an employee is appointed by the Manager or designate to a temporary assignment paying in a lower rate, his rate shall not be reduced.

ARTICLE 8 – OVERTIME AND CALL- OUT

- 8.01 a)** Overtime 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 maintenance employees who work eight (8) hour shifts, and ten (10) hours per day or forty (40) hours per week for employees who work ten (10) hour shifts.
- b)** Overtime shall be paid as follows:
- i.** for each scheduled work day, time and one-half (1½) times the regular hourly rate of pay for the first three (3) hours and double (2) times the regular hourly rate of pay thereafter.
 - ii.** for cumulative hours worked on scheduled consecutive days of rest, time and one-half (1½) times the regular hourly rate of pay for each of the first eight (8) hours and double (2) times the regular hourly rate of pay thereafter.

8.02 Customer Service Representatives

Overtime shall mean all time worked at the request of the Employer in excess of seven (7) hours per day or thirty-five (35) hours per week.

Overtime shall be paid at time and one half (1 1/2) times the regular rate of pay for the first three (3) hours and double (2) time the regular rate of pay thereafter.

8.03 Call-Out

Any Full-time or Regular 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 actual hours worked at time and one-half (1½), whichever is the greater.

A Part-time 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 hours worked, whichever is greater.

8.04 Reporting Pay

- a)** An employee who reports for work must be paid at least two (2) hours even if the employee works less than two (2) hours, unless the Employer sends the employee away for a violation of an Employer rule or regulation.
- b)** If any employee is scheduled to work a full-time shift reports for work, the employee must be paid for at least four (4) hours.

- c) If work stops for a reason completely beyond the Employer's control, the employee must be paid for two (2) hours or the actual time worked, whichever is greater.
- d) An employee who is not in compliance with Part 3 of the Workers' Compensation Act, or the Occupational Health and Safety Regulation only has to be paid for time actually worked, even if it is less than two (2) hours.

8.05 Meal Allowance

When an employee is required to work in excess of two (2) hours overtime immediately before or after completion of their scheduled daily hours, they shall be provided with a meal or shall be reimbursed with an overtime meal allowance, and a meal break of one-half (1/2) hour with pay will be given. The employee shall be entitled to an additional meal allowance for each additional five (5) consecutive hours of overtime worked. The overtime meal allowance shall be fifteen (\$15.00) dollars (no receipt required) effective – date of ratification.

8.06 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 (1½) times for all hours which fall within the twelve (12) hour turn-around time.

8.07 a) Overtime and call-out time shall be divided equally, wherever practical, among 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.

b) The Employer will assign overtime and call out starting with the least senior qualified employee when other employees are not willing, qualified, or available to perform the required work. Such employees shall receive the applicable overtime or call out pay in accordance with the provisions of the collective agreement.

8.08 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 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 31, of each year.
- 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.

8.09 All employees called out to work on statutory or paid holidays shall be paid at two and one-half (2 ½) times the sum of regular rate.

8.10 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 or Paid 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.

ARTICLE 9 – STATUTORY HOLIDAYS

9.01 Statutory and Paid Holidays

- a) The recognized statutory and paid holidays shall be as follows:

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

- b) Floater

In addition to the above statutory and paid holidays, each Full-time or 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.

9.02 Eligibility for Pay

- a) Full-time Employees

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.

- b) Regular Employees

Employees who have worked or earned wages for at least fifteen (15) of the last thirty (30) days before the statutory or paid 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.

c) Part-time Employees

Part-time employees will be paid in accordance with Article 11.01 (b).

9.03 Work on a Statutory or Paid Holiday

If an employee works on a statutory or paid Holiday, he will be paid one and one-half (1 ½) times his regular rate of pay and will receive equivalent time off with pay.

9.04 Non-worked Statutory or Paid Holiday

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

ARTICLE 10 – VACATION LEAVE

10.01 Annual Vacation Entitlement

A full time employee who has received at least 10 days’ pay at straight-time rates for each calendar month will have an annual vacation entitlement as follows:

Years Of Service	Working Day 7 hours		Working Day 8 hours	
	7 hours/per day 35 hours/week 1820 hours/year		8 hours/per day 40 hours/week 2080 hours/year	
	Earned Vacation	Available For Use	Earned Vacation	Available For Use
Partial Year	Partial	0	Partial	0
1 year	105	Partial	120	Partial
2 years	105	105	120	120
3 years	140	105	160	120
4 – 8 years	140	140	160	160
9 years	175	140	200	160
10 – 18 years	175	175	200	200
19 years	210	175	240	200
20 years	210	210	240	240

Vacation year - for the purposes of this article a vacation year shall be the calendar year commencing January 1 and ending December 31.

First vacation year - the first year an employee is entitled to use vacation credits is the calendar year in which the employee's first anniversary falls.

10.02 Conversion of Hours

Where an employee is granted vacation pursuant to this article, and where the regularly scheduled workday is different from above, the annual vacation entitlement shall be converted to hours on the basis of a seven (7) hour day for Customer Service Representatives or an eight (8) hour day for maintenance staff and deducted accordingly.

10.03 Vacation Leave Calculation

- a) During the partial year of service, a new employee will earn vacation at the rate of one and one-quarter (1¼) days for each month for which they earn ten (10) days' pay. The partial year vacation entitlement will be taken in the immediately following calendar year in which vacation was earned.
- b) During the first and subsequent complete calendar years of employment an employee will earn one-twelfth (1/12) of the annual entitlement for each month in which the employee has received at least 10 days' pay at straight-time rates. Vacation entitlement will be taken in the calendar year immediately following the calendar year in which vacation was earned.
- c) Regular employees shall be entitled to annual vacation on a pro rata basis as above.
- d) Where an employee has taken more vacation than earned, the unearned portion taken shall be charged against future earned leave or recovered upon termination whichever occurs first.

10.04 Vacation Carry-Over

- a) An employee may carry over up to 35 or 40 hours of vacation leave per vacation year. Vacation carry over shall not exceed seventy (70) or eighty (80) hours of vacation leave at any time. An employee shall not receive cash in lieu of vacation time except upon termination, resignation or retirement.
- b) A single vacation period which overlaps the end of a calendar year (December 31) shall be considered as vacation for the vacation year in which the vacation commenced.

10.05 Vacation Requests

- a) The Employer will after meeting operational requirements and following clause 10.05 b) and c), make every attempt possible to grant employee vacation requests.
- b) Employees wishing to split their vacations shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period but only after all other first vacation periods have been allocated. Seniority shall prevail in the choice of the third vacation period but only after all other first and second vacation periods have been allotted.
- c) Employees will submit vacation requests by March 1st of each year. The Employer must respond by March 15th. Dates may be changed by mutual agreement.

10.06 Where an employee has provided a doctor's certificate and 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, at the employee's option. The Employer is to receive a doctor's certificate for sick leave so used.

ARTICLE 11 – OTHER LEAVES

11.01 Leave Without Pay

A Full-time or Regular employee may 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 the Employer but shall not be unreasonably withheld.

- a) The employee may ensue continuation of BC Medical coverage by paying one hundred (100%) percent of the premium.
- b) The employee may ensure continuation of the group benefit package by paying one hundred (100%) percent of the premium. Coverage is available subject to carrier approval.

11.02 Bereavement Leave

- I. An employee shall be entitled to bereavement leave with pay in the event of the death of the employee's parent, spouse, common law spouse, brother, sister, child, step child, mother-in-law, father-in-law, grandparent, grandchild, daughter-in-law, son-in-law, brother-in-law, sister-in-law, foster parent, step-parent, foster children, nieces or nephews
 - a) Where the bereavement occurs outside the boundaries of the RDCK 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 RDCK, three (3) days bereavement leave shall be granted.
- II. An employee shall be granted up to one shift leave without pay to attend the funeral of persons not covered under 11.02 (i), subject to operational requirements. Additional leave without pay may be granted.

11.03 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.

11.04 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/her services arises during regular working hours, provided that a sufficient number of employees are always in attendance at the facility. The Employer shall pay such an employee the difference between his normal earnings and the payment he received for Essential Community Service excluding payment for travelling/meals or other expenses. The employee will present proof of service and the amount of pay received.

11.05 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 12 – EMPLOYEE BENEFITS

12.01

a) Information on Benefit Plans

The Employer will provide each new employee with the benefit carriers website address and discuss, in-person, over the telephone, or through available technology the basic information of the benefit plans with the new employee within thirty (30) days of hire date. A copy of the benefit plans will be available upon employee request.

b) Part-time employees shall be entitled to fifteen (15%) percent on every paycheck in lieu of benefits. Such benefits include: vacation pay, statutory and paid Holiday pay, sick leave, bereavement, group life, disability, medical, extended health and dental coverage.

c) A Full-time or Regular employee shall be entitled to all benefits provided for in this agreement, except as otherwise stated here in.

d) If the coverage is for an indefinite amount of time, greater than three (3) months, an employee should be assigned to a full-time or regular position and be put on benefits. When the employee on indefinite leave returns bumping would occur.

12.02 Changes to Benefit Plans

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

12.03 Municipal Pension Plan

Upon completion of the probation period, every eligible employee shall enroll in the Municipal Pension Plan of British Columbia.

12.04 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 Full-time or Regular employees who have completed three (3) full months of continuous employment.

12.05 Dental Plan

- a) The employer shall pay eighty per cent (80%) and the employee shall pay twenty percent (20%) of the premium cost for single or family coverage, as applicable, under a mutually approved dental plan for Full-time or Regular employees, who have completed three (3) full months of continuous employment.
- b) The sharing of the cost of services received under the dental plan between the Plan and the Full-time or Regular employee shall be as follows:

Plan A	Basic Coverage	100% paid by Plan
Plan B	Major Coverage	70% paid by Plan
	Dentures	100% paid by Plan
Plan C	Orthodontic Coverage	60% paid by Plan (\$2000.00 maximum)

12.06 Optical Plan

- a) As part of the Extended Health Benefit Plan referred to in Article 12.04, an Optical Plan shall be provided for Full-time or Regular employees after three (3) full months of continuous employment at a level of four hundred (\$400.00) dollars every two (2) years, and the premium cost shall be shared equally by the Employer and the employee. Laser eye surgery shall be included in accordance with the provisions of the plan.
- b) The Employer shall cover the cost of one (1) eye examination every two (2) years for all benefitted employees.

12.07 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 Full-time or Regular employees who have completed three (3) full months of continuous employment up to age of retirement.
- 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 employee's annual salary.

12.08 Pregnancy and Parental Leave

- a)** On completion of the probationary period, a pregnant employee shall qualify for pregnancy 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 pregnancy 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 pregnancy leave earlier or to extend the period of leave for health reasons, an extension of up to three (3) months shall be granted.
- d)** If taking pregnancy leave, an employee is additionally entitled to a maximum of thirty-five (35) weeks unpaid parental leave to be taken within one (1) year of the birth of a child.
- e)** An employee that is a new parent by birth or adoption, but is not entitled to pregnancy leave, is entitled to up to thirty-seven (37) consecutive weeks of unpaid leave beginning within 52 weeks after the child is born or placed with the parent.
- f)** If both parents are employees of the Employer the maximum combined parental leave remains at thirty-five (35) weeks.
- g)** While on pregnancy or parental 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 pregnancy or parental leave.
- h)** An employee on pregnancy or parental leave shall retain his/her service entitlement for vacation leave increments, and the period of pregnancy or parental leave shall be included for that purpose based on the average hours worked for the previous six (6) months.
- i)** An employee on pregnancy or parental 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.
- j)** An employee on pregnancy or parental leave may apply to the Commissioner of Municipal Superannuation for approval to make contributions to the plan during the period of pregnancy or parental leave. Upon approval, employee and

Employer contributions shall be made in accordance with the Pension (Municipal) Act of British Columbia.

- k) An employee on pregnancy leave shall provide the Employer with not less than one (1) week written notice of the date upon which he/she will return to work. An employee on parental leave shall provide the Employer with not less than four (4) weeks written notice of the date upon which he/she will return to work.
- l) On return from pregnancy or parental 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. Where a position is not available, Article 14 applies.
- m) While on pregnancy leave an employee may choose to receive payment of normal salary from sick leave credits, if any, after the seventeen (17) week period covered by Employment Insurance.
- n) An employee shall receive one (1) day off with pay when a child is born or adopted into the immediate family.
- o) An employee's combined entitlements to pregnancy and parental/adoption leave shall not exceed what is allowed under the Employment Standards Act of BC.
- p) An employee on pregnancy leave or parental/adoption leave will not be paid for Statutory and Paid Holidays.

12.09 Same Sex Spousal Benefits

The Employer agrees, where the benefit carrier recognizes and when an employee applies, coverage for same sex spouse will be provided. Coverage is subject to carrier approval.

12.10 Employee & Family Assistance Plan

The Employer shall provide an Employee and Family Assistance Program plan for all bargaining unit employees. The yearly premiums shall be one hundred (100%) percent by the Employer.

ARTICLE 13 – SICK LEAVE

13.01 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.

13.02 Weekly Indemnity & Long-Term Disability

The Employer shall pay the full cost of the premiums for the following plans for all Full-time or Regular employees who have completed three (3) full months of continuous employment:

a) Weekly Indemnity (Employer pays premium)

A taxable benefit of sixty-seven (67%) percent of weekly earnings 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 the employee a health allowance equal to the premiums paid by the employee for the Long-Term Disability Plan.

13.03 Sick Leave Pay

- a) Subject to Article 13.04, in the event of illness a Full-time or 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 shall only be granted by the Employer if the employee has unused sick leave to cover the period of sick leave.
- iii. The employee who is sick shall make every reasonable effort to have his immediate Supervisor notified of the fact at the starting time of his shift or as soon thereafter as possible.
- iv. The employee who was sick shall submit leave form provided by the Employer immediately upon his return to work. Confidential medical information will be kept at the RDCK Head Office.
- v. If required by the Employer, the employee will supply a doctor's certificate as follows:

PHYSICIAN CERTIFICATE PAYMENT TABLE			
Medical Information	Timeframe for absence		Not applying for Weekly Indemnity (WI)
	3 consecutive days or under	4 consecutive days or over	On the 4th day
Doctor note or Certificate required	Employer pays, unless on Attendance Management Program (AMP)	Weekly indemnity forms mandatory for coverage by carrier Employee pays	Employee takes in the following order: 1. Vacation 2. Time Bank 3. LWOP No WI paperwork required. Employer leave form required upon return.
Return to work clearance	Employer pays, unless on AMP	Employee pays	
On AMP	Employee pays	Employee pays	
Additional request for medical information in letter form		Employer pays, unless inadequate information previously supplied, ie, medical reasons	
Additional request for medical by telephone	Employer pays	Employer pays, unless the previous letter request was ignored	

- 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 the Article. Pre-approval is required and will be based on operational requirements.

- b) 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 in the following order, as vacation leave, banked overtime, or leave without pay.
- c) Notwithstanding Article 13.03(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.
- e) The Employer will reimburse the employee for the full cost of medical certificates when requested by the Employer and provided that the certificate is not for third party requests or required as part of an attendance management program.

13.04 Sick Leave Days

- a) Upon completion of three (3) months service, Full-time 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 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.

13.05 Sick Leave to Care for a Family Member

- a) Subject to (i), (ii) and (iii) below, and providing the necessary sick leave is 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.
 - i. For purposes of this Article subsection 13.05, a "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, grandparent, grandchild, foster parent, step-parent , foster children, nieces or nephews.

- ii. In no case shall sick leave granted under this Article exceed eight (8) working days in any calendar year.
- iii. The Employer may require documentation from a qualified medical practitioner should any doubt exist as to the legitimacy of a request for sick leave under this Article.

13.06 Wages While on WSBC

An employee prevented from performing his regular work with the Employer due to an occupation accident that is recognized by WorkSafe BC as compensable within the meaning of the Compensation Act shall receive payment from WorkSafe BC . Such payment shall be subject to the decisions and provisions of WorkSafe BC.

13.07 Accommodation

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.

ARTICLE 14 – SENIORITY, PROBATION, LAYOFFS, BUMPING AND RE-CALL

- 14.01** 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 this period, no seniority shall be recognized. Upon successful completion of the probationary period, the employee shall be entitled to seniority dating from the day on which he commenced employment with the Employer.
- a) Seniority for a part-time employee is the total number of hours worked.
 - b) Regular seniority shall always have priority over part-time seniority.
 - c) Employees on probation, who are currently not receiving benefits, will receive a percentage in lieu of benefits during this period, in accordance with the terms of the Collective Agreement. Such employees do not accrue vacation under 10.01.
- 14.02** The Employer agrees that seniority shall govern in all cases of promotions, and demotions, but that seniority shall govern only when competence, ability and efficiency of the employees concerned are equal. The Employer shall determine ability and efficiency in a fair and equitable manner.
- 14.03** When a regular employee is absent from his normal job because of sickness or accident, or a leave of absence authorized by the Employer, 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.
- 14.04** An employee shall not be promoted until a vacancy occurs in a higher job classification. A move from one job classification to another involving no change in rate shall not be considered a promotion or demotion for the purpose of this Article.
- 14.05 Full-Time and Regular Seniority List**
- a) Once each year the Employer shall provide the Union with a current seniority list covering all employees in the bargaining unit and such list shall include the name of the employee and the employee's seniority date.
 - b) At the request of any employee, the Employer shall provide that employee with his seniority date. At the request of an officer of the Union, the Employer shall provide information with respect to the seniority of any employee or group of employees in the bargaining unit. The Full-time and Regular seniority list will consist of two (2) columns. One column will contain the employee's actual/calculated start date and the second column will contain the date at which the employee became Full-time or Regular.

14.06 Part-Time Seniority List

- a) A seniority list for part-time employees shall be maintained by the Employer, and preference in offering temporary, Full-time or Regular employment shall be given to qualified employees on the basis of seniority.
- b) On a semi-annual basis, the Employer will provide the union and each part-time employee with seniority a copy of the part-time seniority list.

14.07 Conversion of Part-Time Seniority to Regular or Full-Time Seniority

Upon successful completion of the probation period, an employee's part-time seniority shall be converted to regular or full-time seniority. The total number of hours of part-time seniority shall be divided by eight (8) (for maintenance employees) and by seven (7) (for clerical employees). The resulting number shall be the number of days by which the start date in the regular or full-time position is back-dated to create the employee's regular or full-time seniority date.

14.08 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 employee(s) in the bargaining unit; and
- iii. "recall rights" means the rights of an employee to be recalled back to work according to his seniority and qualification to do the job.

- b) Both parties recognize that job security shall increase in relation to seniority. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their 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 fourteen (14) calendar 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 within their seniority list, 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 opportunity to continue benefits for the duration of their recall rights by paying the employee and employer share of premiums directly to the Employer.
- g) The Employer shall notify the employee(s) either by email and by registered mail, at the last known address, or hand-delivered, 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 as stipulated in their recall, shall be considered to have abandoned their right to re-employment. Employee(s) requiring giving two (2) weeks' notice to another Employer shall be deemed to be in compliance with this 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 seniority.
- 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 Step 3 of the Grievance Procedure.

14.09 Severance

- a) Definition - Severance pay is to compensate for loss of employment status and the seniority rights attached thereto.
- b) If an employee chooses not to exercise his re-call rights for the lay-off period he may choose, within five (5) days of being notified of the layoff, the option of Severance Pay.

- c) Where applicable, severance pay payable to an employee 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 or more than three (3) months pay.
- d) If an employee elects to receive severance pay, he shall lose seniority in accordance with this Agreement.

14.10 In the event a former employee is 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.

14.11 In the event a former employee is 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.

14.12 In the event a former employee is re-employed by the Employer within ninety (90) days after having been discharged for other than gross misconduct, the period of the lay-off 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.

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

ARTICLE 15 – SAFETY AND HEALTH

15.01 The Union and the Employer shall co-operate in continuing and perfecting the safety and health 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.

15.02 Personal Protective Equipment

a) All Employees

- i. All employees shall be supplied with all necessary safety tools, safety equipment and protective clothing in accordance with legislation. The issue of protective clothing will be at the discretion of the Manager or

Management designate who shall have the right to request worn-out issue to be turned in at the time of any new issue.

- ii. Safety gloves will be supplied by the Employer, as needed.
- iii. The Employer shall provide prescription and non-prescription safety glasses and safety goggles to those employees requiring such protection for their work.

b) Maintenance Staff

- i. The Employer agrees to provide, if requested, to the Maintenance Staff, one (1) pair of CSA approved safety boots per year. An employee shall upon presentation of an invoice for repairs or proof of purchase, be entitled to an annual maximum of one hundred and seventy-five (\$175.00) dollars per pair. An unused boot allowance may be carried forward from year to year, provided that the maximum allowance shall not exceed two hundred and sixty (\$260.00) dollars.
- ii. Maintenance Staff shall receive one (1) pair of coveralls per year and four (4) shirts marked with the Employer's identification logo per year, and the Manager or Management designate has the right to request the worn-out issue to be turned in at the time of any new issue. In lieu of this annual shirt benefit, the Employer will provide a mutually agreed upon winter jacket with the Employer's identification logo to a maximum subsidized cost of one hundred and fifty (\$150.00) dollars.
- iii. If requested, the Employer shall provide prescription safety glasses every two years to Facility Operators and Custodians who require them in the course of their duties. Exceptions will be made when glasses are broken in the normal course of work, subject to the approval of the Manager or designate.

The prescription safety glasses will be provided through the Occupational Vision Plan of the British Columbia Association of Optometrists, in accordance with the provisions of that plan.

c) Customer Service Representatives

Clerical staff shall receive two (2) shirts marked with the Employer's identification logo per year, and the Manager or Management designate has the right to require the worn-out issue to be turned in at the time of any new issue.

15.03 Health and Safety Committee

- a) A Safety and Health Committee shall be established in accordance with legislation and shall include a minimum of two (2) CUPE 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 remedy the situation in accordance with legislation.
- c) Shall be considered as time worked, and shall be paid for in accordance with the terms of this Agreement.

15.04 Right to Refuse Unsafe Work

Employees shall have the right to refuse unsafe work without disciplinary action being taken against them, in accordance with legislation.

- 15.05** Hepatitis vaccination and flu shots where employee wishes to have this vaccination (due to the nature of the job), the Employer will reimburse the cost upon presentation of receipt.

ARTICLE 16 – DISCIPLINE PROCEDURE

16.01 Union Representative Present During Interview

The Employer shall notify an employee that they have the right to have a Shop steward or Union representative present at any discussion with Management concerning disciplinary action in relation to that employee. Where a Manager 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.

16.02 Notification to Union of Disciplinary Action

The Employer shall notify the Vice President East or designate of Local 748 in writing of all written warnings, suspensions and dismissals prior to the disciplinary action.

The employer will provide a copy of the violated rules and regulations to Vice President East or designate of Local 748. These rules and regulations shall not be inconsistent with the provisions of this agreement.

16.03 Discipline Procedure

The following procedures shall apply:

Level 1 - Verbal Warning

- a) If not itself serious enough to warrant a written warning, suspension or discharge, the employee may be given verbal warning by their Manager or Management designate and advised that another offence may result in a written warning.
- b) The verbal warning is used to caution the employee of what is expected and what further action may be taken if the matter is not resolved. The employee will be requested to sign an acknowledgement of the verbal warning. A copy of the signed acknowledgement will be placed on the employee's file and a copy to the Union.

Level 2 - Written Warning

- 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 will result in suspension.
- b) The written reprimand is normally applied in circumstance where the employee has failed to respond to a verbal warning. 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.

- c) The written warning shall: explain the employer's expectations of the employee; include a statement that future discipline may include suspension; be hand delivered to the employee. The employee will be requested to sign an acknowledgement of the written warning. The document will be provided to the General Manager and placed on the employee's file with a copy sent to the designated Union representative.

Level 3 - Suspension

- a) If not in itself serious enough to warrant discharge an employee will be given up to a five (5) day suspension without pay.
- b) Written notice of suspension requires authorization by the Chief Administrative Officer or Management designate. The General Manager or Management designate will administer the written notice of suspension.
- c) The employee will be interviewed prior to the written notice of suspension. A shop steward or Union representative shall be present.
- d) The written notice of suspension will include:
 - The reasons for discipline; the length of discipline; a list of all previous verbal warnings, written warnings and suspensions; the actions that have been taken to modify the behaviour by the Manager; explain the Employer's expectation of the employee; a notice of warning to the employee that the next incident may be considered a culminating incident and dismissal will result.
- e) The written suspension will be hand delivered to the employee and shall be placed in the employee's personnel file. A copy of the written suspension will be sent to the Chief Administrative Officer and the designated Union representative.

Level 4 - Dismissal

- a) Dismissal requires authorization by the Chief Administrative Officer or Management designate. The General Manager or Management designate will administer the dismissal.
- b) Dismissal may result from a lack of response by an employee to correct a form of discipline 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 dismiss an employee they shall be given a dismissal letter indicating the reason for the dismissal with a copy to the Union representative. A copy of the letter will be provided to the shop steward or Union representative.

16.04 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 and has the right to Union representation.

16.05 Personnel Records

- a) Letters of reprimand 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.
- b) The Employer will make an employee aware, in writing, of anything placed in the employee's personnel file that may adversely affect the employee's standing with the Employer.

ARTICLE 17 – GRIEVANCE PROCEDURE

17.01 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 748 Union steward employees to investigate and settle grievances.

17.02 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 thirty (30) working days of learning of the grievance, the employee or employees concerned, with their Union steward or officer in attendance, shall endeavour to settle the grievance with the Manager or Management designate. Failing to reach a satisfactory settlement of the grievance within fifteen (15) working days after the submission, 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 Manager of Recreation 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 up to two (2) officers 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.

17.03 Written Replies to Grievances

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

17.04 Thirty (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.

17.05 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.

17.06 Policy Grievances

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

17.07 Layoff/Recall Grievances

Grievance on layoffs and recalls shall be initiated at Step 3 of the grievance procedure.

17.08 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 National 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.

17.09 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 18 – ARBITRATION

18.01 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 another 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.

18.02 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.

18.03 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 19 – TECHNOLOGICAL CHANGE

19.01 The purpose of the following provisions is to preserve job security and stabilize employment and to protect as many Full-time and Regular employees as possible from loss of employment.

19.02 Notification of Change

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

19.03 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.

19.04 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.

19.05 Working Notice

- a) Full-time or Regular employees released because of technological change will be given one (1) week's working 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 19.06, or whether he wishes to be laid off in accordance with Article 14.

c) Severance for employees released because of technological change shall be administered in accordance with Article 14.09.

19.06 If the employee elects to receive severance pay he shall lose all seniority as otherwise provided in Article 14 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.

19.07 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.

19.08 No New Employees

No additional employees shall be hired until the Employer has complied with Article 19.04.

ARTICLE 20 – POSTING AND STAFFING OF POSITIONS

20.01 a) When a vacancy is known, either temporary or permanent, inside of the bargaining unit, the Employer shall notify the Union in writing as soon as possible. The Employer shall have up to one (1) month to determine if the vacant position is to be filled.

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 22.01 and Article 22.02

- b)** Where the Employer does not intend to fill a vacant position, the Union shall be notified in writing within one (1) week 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 Employer decides to fill a vacant or new position, the position will be posted internally within seven (7) calendar days.
- d)** All positions shall be posted on the applicable site bulletin board and the RDCK website for a minimum of seven (7) calendar days prior to being advertised elsewhere unless by mutual agreement.
- e)** Internal employee's applications for a vacant position shall be evaluated and the qualified applicants interviewed prior to consideration being given to any other applicants, unless mutually agreed by the parties.
- f)** If the vacant or new position is filled from within the bargaining unit, it shall be made within six (6) weeks of posting.

20.02 The notices in Article 20.01 (a) shall contain the following information:

- nature of position
- qualifications
- required knowledge and education
- skills
- wage or salary rate or change.

20.03 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 if the employee is qualified.

b) In making staff changes, including transfers and promotions, the applicant shall be appointed to the new or vacant position within the bargaining unit in accordance with Article 14.02.

- 20.04** The successful applicant within the bargaining unit shall be appointed in accordance with Article 20.01(f). He shall be given a trial period of three (3) consecutive 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.
- 20.05**
- 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, including strengths and weaknesses to all applicants upon request.

ARTICLE 21 – TRAINING

21.01 Whenever possible the Employer may 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 21.07(c).

- 21.02**
- 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 filed with the Manager or Management designate.
 - b) Notice of training opportunities shall be posted on all 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 that the Employer will pay for.

21.03 Training Compensation

- a) All training requirements will be at no loss of pay or benefits during regular hours of work. If outside of regular hours of work, by mutual agreement, the employee shall receive straight time pay for all hours to a maximum of eight (8) per day for training, travelling or examining or equivalent time off work.
- b) Where no meals are provided the Employer will compensate the employee as per Regional District Policy.
- c) The Employer will pay for all accommodations required for training/education courses.

- 21.04** a) When approved in writing in advance by the Employer, an employee enrolled in a training program or academic course which is directly related to his employment will be reimbursed in full for the cost of tuition and required text books upon submitting proof of successful completion of the training program or course.
- b) When approved in writing in advance by the Employer, an employee enrolled in a training program or course outside of normal working hours 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.
- 21.05** 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.

ARTICLE 22 – JOB DESCRIPTIONS AND CLASSIFICATIONS

- 22.01** The Employer and the Union agree to have job descriptions for all positions and classifications for which the Union is bargaining agent. 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.
- 22.02** 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 a bulletin board 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 (3) 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 contentious job description 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.
- 22.03** 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 it will be subject to negotiations between the Employer and the Union. The final decision regarding any change to a job description, salary or classification will rest with the Employer and will be made no more than one hundred twenty (120) days after the Union or employee forwards the application for reclassification.

If the parties are unable to agree on the classification, change to job description or rate of pay, or a request for reclassification, 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. The new rate shall become retroactive to the date the classification review was requested or as otherwise agreed to by both parties.

- 22.04** The Union shall be notified about an elimination or change of an existing classification. 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.

ARTICLE 23 – CHANGES IN AGREEMENT

23.01 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 24 – COPIES OF AGREEMENT

- 24.01** The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and the employee's rights and obligations under it.
- 24.02** Within sixty (60) days of the signing of the Agreement, the Employer shall, post the collective agreement electronically in a shared pdf file or on a webpage that will be accessible to all RDCK employees. A copy of the Agreement will be available upon employee request.

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. Mass printing of the Agreement will not take place.

ARTICLE 25 – PLURAL OR FEMININE TERMS

25.01 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 26 – BULLYING AND HARASSMENT

- 26.01** The Union and the Employer recognizes the right of employees to work in an environment free from any type of bullying and harassment. Therefore, the Union and the Employer agree to co-operate in resolving any complaints of bullying or harassment, which may arise in the work place.
- 26.02** 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.
- 26.03** The Employer and its employees agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced 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, colour, 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 27 – CORRESPONDENCE

- 27.01** All correspondence between the Employer and the Union arising out of this Agreement or incidental thereto, shall be mailed and emailed, or hand delivered to a Union steward or officer of CUPE Local 748 (Regional District of Central Kootenay bargaining unit) with copies mailed to the President of CUPE Local 748 and CUPE National Representative.

ARTICLE 28 – GENERAL PROVISIONS

28.01 Employee Indemnification

- a) The Employer shall indemnify and save harmless all employees from any damages or cost awarded against them and from any expenses incurred by them as a result of any civil action or proceeding, arising from any acts or omissions which occurred during or arose out of the performance of their duties, including a duty imposed by any statute. This indemnification shall include the paying of any sum required and any expenses incurred in the settlement of such action or proceeding.

- b) Subsection (a) does not provide a defence where:
 - i. an employee has in relation to the conduct that is the subject matter of the action, being found guilty of dishonesty, gross negligence or malicious or willful misconduct, child abuse or sexual misconduct or, the cause of action is libel or slander.

28.02 Criminal Record and Vulnerable Sector Checks

The Employer shall pay costs associated with any criminal record or vulnerable sector checks for existing employees that are required as a condition of employment.

ARTICLE 29 – TERMS OF AGREEMENT

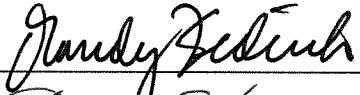
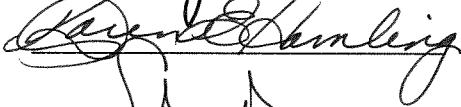
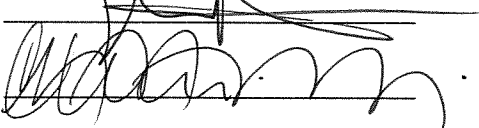
- 29.01 a) This Agreement shall be in effect as of the first day of March 2015, and shall remain in effect until the last day of February 2020. This Agreement shall not terminate at the expiration of that period unless notice in writing of the termination has been given by one party to the other within four (4) months but not less than two (2) months immediately preceding the last day of February 2020.
- b) If notice is not given as provided for in Article 29.01(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.

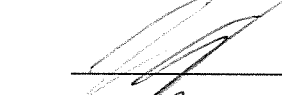
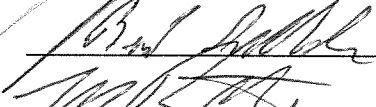
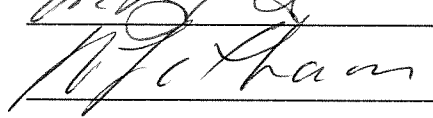
IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 7th day of February, 2018.

Signed on behalf of:

REGIONAL DISTRICT OF CENTRAL
KOOTENAY

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 748



SCHEDULE "A"

Creston & District Community Complex	Current (2014)	March 1 2015 +1.9%	March 1 2016 +2.0%	March 1 2017 +2.0%	March 1 2018 +2.0%	March 1 2019 +2.0%
Customer Service Representatives						
Customer Service Rep 1	17.30	17.63	17.98	18.34	18.71	19.08
Customer Service Rep 2	17.93	18.27	18.64	19.01	19.39	19.78
Customer Service Rep 3	21.73	22.14	22.59	23.04	23.50	23.97
Maintenance						
Facility Maintenance	22.94	23.38	23.84	24.32	24.81	25.30
Facility Maintenance 2 (Facility Operator)	24.56	25.03	25.53	26.04	26.56	27.09
Facility Maintenance 3	25.12	25.60	26.11	26.63	27.16	27.71
Facility Maintenance Foreman (rate is 25% above the Facility Maintenance 3 rate)	30.82	32.00	32.64	33.29	33.96	34.63
Designated Facility Journeyman	27.45	27.97	28.53	29.10	29.68	30.28
Designated Shift Engineer	26.12	26.62	27.15	27.69	28.25	28.81
Custodian Building Maintenance	19.76	20.14	20.54	20.95	21.37	21.80

Management will designate which journeyman certifications are eligible for the classification of Designated Facility Journeyman.

SENIORITY LIST

Name	Start Date
Patrick Garrigan	February 11, 1995
Stuart Durning	December 3, 1995
Joseph Feit	May 21, 2002
Brad Golbeck	Feb 28, 2005
Linda Teague	May 11, 2006
Jackie Tetrault	November 11, 2008
Ashley Grant	May 4, 2010
Christy Van Ruyskenvelde	July 6, 2010