

COLLECTIVE AGREEMENT

BETWEEN

REGIONAL DISTRICT OF CENTRAL OKANAGAN



AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO 338**



JANUARY 1, 2020 – DECEMBER 31, 2024

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1	PURPOSE OF THE AGREEMENT	1
ARTICLE 2	DURATION OF AGREEMENT	2
2.01	DURATION OF AGREEMENT	2
ARTICLE 3	RECOGNITION	2
3.01	BARGAINING AGENT	2
3.02	BARGAINING UNIT WORK	2
3.03	VOLUNTEER WORKERS	2
ARTICLE 4	MANAGEMENT RIGHTS	2
4.01	EXCLUSIVE FUNCTION OF MANAGEMENT.....	2
4.02	PROGRESSIVE DISCIPLINE	3
ARTICLE 5	NO DISCRIMINATION	3
5.01	DISCRIMINATION	3
5.02	SEXUAL AND PERSONAL HARASSMENT.....	3
5.03	4
ARTICLE 6	UNION SECURITY AND CHECKOFF OF UNION DUES	4
6.01	UNION SECURITY.....	4
6.02	CHECKOFF	4
6.03	AUTHORIZATION.....	4
6.04	DEDUCTIONS	4
ARTICLE 7	STRIKE AT DISTRICT PREMISES	5
7.01	PICKET LINE	5
ARTICLE 8	CONTRACTING OUT	5
8.01	RIGHT TO CONTRACT OUT	5
8.02	SHOULD A POSITION BE CONTRACTED OUT.....	5
ARTICLE 9	TERM EMPLOYEE	5
9.01	EMPLOYED ON A TERM BASIS	5
9.02	IN LIEU PAY FOR TERM EMPLOYEES	6
9.03	EMPLOYER RIGHTS.....	6
ARTICLE 10	COMMITTEES	6
10.01	BARGAINING COMMITTEE	6
10.02	MEETING OF THE BARGAINING COMMITTEE	6
10.03	LABOUR/MANAGEMENT MEETINGS.....	6
ARTICLE 11	JOB SHARING	7
ARTICLE 12	GRIEVANCE PROCEDURE	7

12.01	STRIKES OR LOCKOUTS.....	7
12.02	DISPUTES AND COMPLAINTS	7
12.03	TIME LIMITS FOR GRIEVANCE.....	8
12.04	GRIEVANCE PROCEDURE	8
12.05	GRIEVANCE ARBITRATION	8
12.06	DISTRICT AND UNION-INITIATED GRIEVANCES	9
12.07	INDIVIDUAL GRIEVANCES	9
ARTICLE 13	INDEMNITY	9
13.01	JOB RELATED LIABILITY PROTECTION.....	9
ARTICLE 14	FILLING VACANCIES	9
14.01	POSTING OF POSITIONS.....	9
14.02	QUALIFICATIONS	10
14.03	EXISTING EMPLOYEE AND PROBATION FOR NEW POSITION.....	10
14.04	CONTRACTING OUT	11
14.05	APPLYING FOR POSITIONS AFTER AWARDED A POSITION	11
14.06	RELIEF EMPLOYEE	11
ARTICLE 15	SENIORITY	11
15.01	COMMENCING COMPILING SENIORITY	11
15.02	SENIORITY CALCULATIONS	11
15.03	TERMINATION OF SENIORITY	11
15.04	RECALL	12
15.05	SENIORITY LIST	12
ARTICLE 16	LAYOFF AND RECALL.....	12
16.01	LAYOFF PROCEDURE	12
16.02	RECALL FROM LAYOFF	12
16.03	TEMPORARY WORK	12
16.04	LIST OF QUALIFIED AVAILABLE EMPLOYEES.....	12
16.05	SENIORITY	12
ARTICLE 17	HOURS OF WORK	13
17.01	NORMAL WORK PATTERN.....	13
17.02	OUTSIDE PARKS & SEWAGE TREATMENT PLANT EMPLOYEES.....	13
17.03	SCHEDULES	13
17.04	BREAKS	13
ARTICLE 18	SHIFT PREMIUM.....	13
18.01	SHIFT PREMIUM	13
18.02	STANDBY	13
18.03	STANDBY ON REGULAR DAY OF REST	14
18.04	CALL OUT	14
ARTICLE 19	OVERTIME PAY.....	14
19.01	ALL TIME WORKED IN EXCESS.....	14

ARTICLE 20	PROBATIONARY PERIOD	15
20.01	NEW EMPLOYEES	15
20.02	BENEFIT PLANS DURING PROBATIONARY PERIOD	15
20.03	PROMOTIONS.....	15
20.04	SHALL NOT BE PAID LESS	15
ARTICLE 21	ANNUAL VACATIONS.....	15
21.01	VACATION PERIOD	15
21.02	VACATION ENTITLEMENT	16
21.03	ANNUAL VACATION PERIODS.....	16
21.04	VACATION PAY.....	17
21.05	STATUTORY HOLIDAYS	17
ARTICLE 22	GROUP MEDICAL PLAN (BC Medical Services Plan – Care Card)	18
22.01	RULES AND REGULATIONS	18
ARTICLE 23	GROUP BENEFIT PLAN	18
23.01	GROUP BENEFIT PLAN COVERAGE.....	18
ARTICLE 24	PENSION PLAN	19
24.01	MUNICIPAL PENSION PLAN	19
ARTICLE 25	SICK LEAVE	19
25.01	SICK LEAVE DEFINED	19
25.02	PERSONAL OR DEPENDENT MEDICAL APPOINTMENTS	20
ARTICLE 26	MATERNITY LEAVE	21
26.01	MATERNITY LEAVE	21
ARTICLE 27	LEAVE OF ABSENCE	21
27.01	GENERAL LEAVE	21
27.02	LEAVE FOR UNION AND OTHER PURPOSES	21
27.03	CONVENTIONS OR MEETINGS	21
ARTICLE 28	BEREAVEMENT LEAVE	22
28.01	BEREAVEMENT LEAVE.....	22
28.02	COMPASSIONATE LEAVE.....	22
ARTICLE 29	IN SERVICE COURSES	22
29.01	FINANCIAL ASSISTANCE	22
ARTICLE 30	TRAVEL EXPENSES	23
30.01	TRAVEL EXPENSES.....	23
ARTICLE 31	SEVERANCE PAY – ELIGIBLE EMPLOYEES	23
31.01	SEVERANCE PAY CALCULATIONS.....	23
ARTICLE 32	VALID DRIVER’S LICENSE.....	23

32.01	VALID DRIVER'S LICENSE	23
ARTICLE 33	SAFETY OF EMPLOYEES.....	24
33.01	SAFETY COMMITTEE	24
33.02	SAFETY BOOTS.....	24
ARTICLE 34	JURY DUTY	24
34.01	JURY DUTY	24
ARTICLE 35	JOB EVALUATION MAINTENANCE PROCEDURES	24
35.01	JOINT JOB RE-EVALUATION COMMITTEE	24
ARTICLE 36	WAGES.....	25
36.01	WAGES PAID	25
36.02	TEMPORARY ASSIGNMENTS.....	25
CLASSIFICATION		25
SCHEDULE 1 - WAGE SCHEDULE		29
SCHEDULE "A" - Definitions.....		30
LETTER OF UNDERSTANDING #1		32
RE: LEAVE OF ABSENCE CUPE PRESIDENT.....		32
LETTER OF UNDERSTANDING #2		33
RE: BANKED TIME FOR CHRISTMAS CLOSURE		33

AGREEMENT BETWEEN:

THE REGIONAL DISTRICT OF CENTRAL OKANAGAN,
(hereinafter called the "DISTRICT")

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 338,
(hereinafter called the "UNION")

PREAMBLE

WHEREAS the DISTRICT is an employer within the meaning of the Labour Relations Code;

AND WHEREAS the UNION is a trade union within the meaning of said ACT and is the bargaining authority for that unit of employees engaged as full-time and part-time employees in non-managerial positions.

AND WHEREAS it is the desire of both parties to this Agreement.

- 1) To promote and encourage harmonious relations and settled conditions of employment between the DISTRICT and the UNION;
- 2) To recognize the mutual value of joint discussions in matters pertaining to working conditions, duties and responsibilities, scale of wages, safety and other related matters;
- 3) To encourage efficiency in operation of the DISTRICT and the services of which it provided to the community;
- 4) To promote the morale, well-being and security of all employees in the bargaining unit of the UNION;
- 5) To secure prompt and ethical settlement of grievances through this Agreement.

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement;

NOW, THEREFORE this Agreement witnessed that the parties hereto agree one with the other as follows:

ARTICLE 1 PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to establish the terms and conditions of employment so that effective operations and harmonious relationships may be to the benefit of both parties and the community the DISTRICT serves.

ARTICLE 2 DURATION OF AGREEMENT

2.01 Duration of Agreement

- 1) This Agreement shall be for the period from and including January 1, 2020 to December 31, 2024 and hereafter subject to the right of either party to serve notice to commence bargaining as provided for in the Labour Relations Code.
- 2) The present Agreement shall continue in full force and effect until:
 - i) the UNION commences a legal strike;
 - ii) the DISTRICT commences a legal lockout; or
 - iii) the parties enter into a new Collective Agreement.

ARTICLE 3 RECOGNITION

3.01 Bargaining Agent

The DISTRICT recognizes the UNION as the sole and exclusive bargaining agent for its employees for the purpose of collective bargaining with respect to rates of pay, hours of employment and all other terms and conditions of employment. To implement this, the UNION shall supply the DISTRICT with the names and positions of its officers and designated supervisors referred to in this Agreement.

3.02 Bargaining Unit Work

Except for emergent, incidental, unanticipated situations, when no direct labour is available or contracting out as allowed under Article 8 of this Agreement, the DISTRICT will not use non-bargaining unit employees to perform work that is normally performed by bargaining unit employees.

3.03 Volunteer Workers

The DISTRICT has the right to allow volunteer workers to carry out specific projects from time to time in any DISTRICT facility, function or service.

ARTICLE 4 MANAGEMENT RIGHTS

4.01 Exclusive Function of Management

Except as otherwise provided in this Agreement, the management supervision and control of the DISTRICT and the direction of the working force remain the exclusive function of management. The UNION further recognizes and agrees that the DISTRICT retains all the customary rights, responsibilities, functions and prerogatives of management.

4.02 Progressive Discipline

The Employer embraces the principles of progressive discipline. Whenever the Employer deems it necessary to censure an employee in a manner indicating that further discipline may follow any repetition of the act or shortcoming, the DISTRICT shall, within five (5) days give written particulars of such censure to the employee involved, with a copy to the UNION.

Discharge or suspension of an employee shall be for proper cause. When an employee is discharged or suspended, they shall be given the reasons, in writing, within twenty-four (24) hours of such suspension or discharge.

The Employer will provide to the Union notification of any sanctions imposed on an employee.

ARTICLE 5 NO DISCRIMINATION

5.01 Discrimination

The DISTRICT and its agents agree that there should be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, termination, discipline, dismissal or otherwise by reason of age, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical disability, mental disability, sex, sexual orientation, nor by reason of membership in a labour union. An employee shall at all times and in like manner act in good faith toward the Employer.

5.02 Sexual and Personal Harassment

The DISTRICT recognizes the right of employees to work in an environment free from sexual and personal harassment. Complaints about harassment shall be investigated by the DISTRICT immediately upon receiving a complaint in writing. If the complaint relates to harassment of one Bargaining Unit member by another, the DISTRICT shall investigate and then advise the UNION, the complainant and the person complained of, of the results of the investigation and its intended course of action. The DISTRICT's decision regarding its course of action is subject to the Grievance Procedure. If the complaint about harassment involves a non-Bargaining Unit member and a Bargaining Unit member, that complaint shall be processed according to the Grievance Procedure subject to the following changes:

- 1) If a person who is the subject of a complaint is the DISTRICT's representative at any step of the Grievance Procedure, then the UNION may bypass that step of the procedure or present the grievance to another representative of the DISTRICT.
- 2) In the course of investigating a complaint of harassment the DISTRICT and the UNION representatives shall have due regard for the complainant's interest in privacy and confidentiality.

- 3) In the determination of a complaint of harassment an arbitrator may take reasonable steps necessary to protect the complainant's interest in privacy and confidentiality in the determination of procedural and evidentiary matters, subject to the requirement of fairness to all parties.

5.03

All personnel have the right to work without violence or threats of violence. Any complaints, misconduct or occurrences will be dealt with in accordance with applicable District policy as may be amended from time to time.

ARTICLE 6 UNION SECURITY AND CHECKOFF OF UNION DUES

6.01 Union Security

Every employee who is now or hereafter becomes a member of the Union shall maintain their membership in the Union as a condition of their employment, and every new employee whose employment commences hereafter shall within thirty (30) days after the commencement of their employment, apply for and maintain their membership in the Union as a condition of their employment, in accordance with the BC Labour Code.

6.02 Checkoff

As a condition of employment, every employee to whom the terms and conditions of this Agreement apply, shall sign a checkoff form authorizing the Employer to deduct from their earnings and to pay to the Union an amount equal to the current union dues and assessments as established by the Union in accordance with its Constitution and/or Bylaws.

New employees shall be provided with a copy of the current Collective Agreement and given the name and work telephone number of the shop steward for their work place.

6.03 Authorization

Upon receipt of written authorization from an employee, the Employer shall deduct from their earnings an initiation fee in the amount established by the Union in accordance with its Bylaws and shall forward such deduction to the Union in the manner provided for in Article 6.04. Should the dues structure change, the Union will meet with the Employer to ensure a minimum cost to the Employer for computer change, insofar as it affects normal monthly deductions.

6.04 Deductions

The Employer shall, as a condition of continued employment, deduct from the earning of each employee an amount equal to the current union dues and assessments.

Deductions shall be made on a bi-weekly basis and forwarded to the Secretary Treasurer at the Union office after each second (2nd) pay period, accompanied by a list of the names of all employees from whose wages the deductions have

been made stipulating the regular and gross wages of each employee for the period. Upon request from the Union, the Employer will supply contact information for all employees from whose wages the foregoing deductions have been made.

ARTICLE 7 STRIKE AT DISTRICT PREMISES

7.01 Picket Line

In the event that a legal strike or a legal picket line by a third party is set up at any DISTRICT premises, any refusal to work or failure to cross such picket line by employees shall not be considered a violation of this Agreement nor constitute sufficient grounds for suspension, dismissal or warning of unsatisfactory service.

In consideration of the provisions of this Section, the UNION agrees to staff those essential services that are necessary to protect the health of the citizens, that is, 9-1-1 Emergency Telephone Service, Water, Sewer and Solid Waste Transfer facilities will work during a strike.

ARTICLE 8 CONTRACTING OUT

8.01 Right to Contract Out

The DISTRICT has the right to contract out, however, no existing full-time employees as of January 1, 1989 will suffer loss of employment as a result of contracting out.

8.02 Should a Position be Contracted Out

Should a position be contracted out, the DISTRICT will endeavour to:

- 1) Place the employee in other work consistent with their experience and training if other positions are available in the DISTRICT or;
- 2) Provide assistance for job search, counselling and re-training for positions outside of the DISTRICT;
- 3) Where the DISTRICT is considering the contracting out of work, the DISTRICT shall consult with the UNION in advance of such contracting out in order to give a bona fide consideration to any alternatives the UNION may propose.

ARTICLE 9 TERM EMPLOYEE

9.01 Employed on a Term Basis

The DISTRICT and the UNION agree that circumstances may arise where positions are best filled on a fixed-term basis. Such terms will be filled for a predetermined period. Persons employed on a term basis will be subject to all

the provisions of this Collective Agreement excluding Article 8, Article 21, Article 22, Article 24 (to the extent noted in Article 9.02), Article 25, and Article 31.

9.02 In Lieu Pay for Term Employees

In lieu of the entitlements set out in Article 21 (Annual Vacations and Statutory Holidays), Article 22 (Group Medical Plan), Article 23 (Group Benefit Plan), Article 24 (the DISTRICT's premium contribution towards the Municipal Pension Plan), and Article 25 (Sick Leave), term employees shall be paid an additional fifteen percent (15%) of their wage rate as set out in Schedule "1" – Wage Schedule (less required deductions). In lieu pay shall be paid in each pay period.

Term employees shall, prior to the date of their enrolment in the Municipal Pension Plan, receive the full amount of in lieu pay defined above. Upon enrolment and commencement of the parties' obligation to contribute to the Municipal Pension Plan, they will receive the in lieu pay defined above *minus* the premium amount contributed by the DISTRICT.

9.03 Employer Rights

Term employees will have access to the provisions of Article 14. However, the Employer shall have the right to delay, or where necessary, cancel appointments to a new position, if said appointment would jeopardize the successful completion of the project that the term employee was originally hired to work on.

ARTICLE 10 COMMITTEES

10.01 Bargaining Committee

A Bargaining Committee shall be appointed and consist of up to four (4) members of the DISTRICT, plus one (1) Employer representative, if required. The UNION shall appoint up to four (4) members plus one (1) representative, if required. A member of the Regional Board and the president of the UNION may be Ex-Officio members to this committee.

10.02 Meeting of the Bargaining Committee

In the event of either the DISTRICT or the UNION wishing to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement. Such meeting shall be arranged within fourteen (14) days after the request has been made or as soon as possible within reason.

10.03 Labour/Management Meetings

Labour/Management meetings shall consist of up to three (3) members of the DISTRICT and up to three (3) members of the UNION. Meetings shall be held during working hours, without the loss of wages.

ARTICLE 11 JOB SHARING

The DISTRICT appreciates the principal of job sharing. Employees will have the right to request job sharing. Such requests will be granted where practical at the sole discretion of the DISTRICT. Reasons for not granting a request for job sharing will be provided in writing to both the Union and the employee.

Where a request for job sharing is granted the shared portion of the position will be posted.

Benefits will be available to the employees as long as compliance with the insurance carrier's conditions for continued coverage are met. The Employer will only be responsible for the premiums associated with one (1) employee. The participating employees will share the additional cost fifty/fifty (50/50).

If there are no qualified internal applicants, qualified external candidates will be sought from applications on file with the Human Resources Department. If there are no qualified candidates, the position will not be considered for job sharing.

Should it be determined after the fact that a position is ill-suited for job sharing the DISTRICT will give the employee and the Union one (1) month's notice of its intent to terminate the job sharing arrangements. Included in the notice would be the DISTRICT's reasons for termination.

Should the primary employee leave the position the remaining employee will be afforded the opportunity of finding an internal candidate to replace the primary position. The Employer will offer the employee access to the organization's avenues of communication. If the employee is unsuccessful after ten (10) days, the position will be re-posted as it was prior to entering into the job sharing arrangement.

ARTICLE 12 GRIEVANCE PROCEDURE

12.01 Strikes or Lockouts

There shall be no strikes or lockouts so long as this Collective Agreement continues to operate.

12.02 Disputes and Complaints

- 1) Any disputes arising between the DISTRICT and the UNION concerning the interpretation, application, operation or any alleged violation of this Agreement shall be resolved without work stoppage in keeping with the procedure detailed under this Article and may begin at Step 2 as described in Article 12.04
- 2) If an Employee has a dispute concerning the interpretation, application, operation or any alleged violation of this Agreement which they wish to pursue they shall within seven (7) working days of the event causing the dispute discuss it with their immediate supervisor excluded from the

Bargaining Unit or their designate as determined by the District. Such dispute shall be referred to as a "Complaint" in this Agreement.

- 3) The immediate Supervisor shall have seven (7) working days to attempt to settle the Complaint.
- 4) A Complaint involving the termination of an Employee may be referred by the UNION, in the discretion of the UNION, directly to Step 2 of the grievance procedure outlined in Article 12.04.

12.03 Time Limits for Grievance

If the Complaint is not settled pursuant to Article 12.02 (2) and (3) an employee through the union who wishes to pursue a complaint shall present a grievance in writing to the DISTRICT no later than fifteen (15) working days after the event giving rise to the grievance (whether or not the District has responded fully to the complaint under Article 12.02(2)).

12.04 Grievance Procedure

Step 1:

The DISTRICT will have five (5) working days from the receipt of the written grievance to deliver its written response to the grievance to the UNION.

Step 2:

Failing resolution at Step 1, the UNION's Grievance Committee, if it wishes to pursue the grievance, shall deliver a grievance in writing to the Department Manager within five (5) working days following the response from the District at Step 1.

Step 3:

The District shall have ten (10) working days after receipt of the written grievance to deliver a written response to the grievance to the UNION. During this period the Chief Administrative Officer, or designate, may meet with the UNION's Grievance Committee or its delegate and the aggrieved employee in an effort to investigate and resolve the grievance.

Step 4:

Failing resolution at Step 3, the UNION may pursue the grievance to arbitration by delivering to the Chief Administrative Officer a written notice of its intention to do so within ten (10) working days following the response at Step 3. Any such arbitration shall be conducted in accordance with Article 12.06.

12.05 Grievance Arbitration

- 1) The DISTRICT and the UNION shall select an arbitrator by mutual agreement. This selection process shall take place within fourteen (14) days of the delivery of the declared intention to institute arbitration procedures. If the parties fail to agree on an arbitrator, either party may

apply to the Minister of Labour and Citizen's Services to appoint an arbitrator.

- 2) Upon the selection or appointment, the arbitrator shall fix a date for hearing the grievance.
- 3) The time limits in Article 12.03 and 12.04 are mandatory and failure to strictly adhere to same shall result in a complaint or grievance being deemed irrevocably abandoned and settled unless an agreement to extend in writing has been given by the opposing party. Arbitrators appointed under this article are so directed.
- 4) Each party shall pay one-half (½) of the fees and expenses of the arbitrator.
- 5) As an alternative to Arbitration, Binding Mediation may be utilized with mutual agreement of the parties, with the timelines and cost sharing handled exactly as noted in Article 12.05.

12.06 DISTRICT and UNION-Initiated Grievances

It is recognized that grievances may be initiated by the DISTRICT or the UNION. Resolution of these grievances shall follow the procedure specified in Clauses 12.01 to 12.06

12.07 Individual Grievances

Individual employees have no right to conduct a grievance beyond Article 12.03. Only the DISTRICT or UNION may pursue the grievance procedure in Article 12.04 although it is acknowledged that a complaint may become a grievance if it is not settled and the Union proceeds with Step 2 of the procedure under Article 12.04.

ARTICLE 13 INDEMNITY

13.01 Job Related Liability Protection

Job related liability protection shall be in accordance with the Regional District of Central Okanagan Officers and Employees Indemnification Bylaw No. 343, 1987.

ARTICLE 14 FILLING VACANCIES

14.01 Posting of Positions

In the event of any position within the Bargaining Unit being newly formed or coming vacant, the position will be posted as early as possible on all employee bulletin boards in each of the Employer's facilities for a minimum of ten (10) days. This is done to ensure that every effort is made to inform employees of any vacancies and enable those interested to make application. Such notice shall include the following information: nature of the position, required knowledge and education, ability and skills, shift, and wage and salary rate.

Temporary job opportunities resulting from the absence of an employee through illness, accident, vacation or approved Leave of Absence or the workload of three (3) months or greater duration, shall be posted.

14.02

Qualifications

- 1) While the DISTRICT and the UNION recognize that job opportunities should increase in proportion to length of service, the parties recognize that the employee group has and maintains a varied range of skills, attitudes and abilities.

In situations where there are more than one (1) qualified applicant, and the more senior applicant cannot be made equal with a minimum amount of training, the position will be awarded to the most qualified individual. Where two (2) or more applicants are deemed equal the position will be awarded to the most senior employee.

When determining employee qualifications the Employer will consider the following:

- i) Applicable credentials
 - ii) Related experience with the Employer
 - iii) Related experience with other employers
 - iv) Additional related training and credentials
 - v) Employment record
 - vi) Safety record
 - vii) Other factors that are contained in the job posting
- 2) Where there are no applications received from full or part time employees or term employees (subject to Article 9.03), relief employees having performed the duties of the vacant position will be given the opportunity to bid on said position. In the case where there is more than one (1) qualified relief applicant, preference will be given to the most qualified applicant as above. In the case where there are two (2) or more equally qualified applicants the individual with the most hours worked over four hundred fifty-five (455) will be awarded the position.

14.03

Existing Employee and Probation for New Position

When a job vacancy or new position is filled by an existing employee, the employee concerned shall be on probation for three (3) months. If the employee's performance is determined to be unsatisfactory any time during this period the employee will be returned to the position that they held previously to accepting the posting. During this probationary period the employee will receive the rate of pay at which the position was bargained for.

14.04 Contracting Out

Notwithstanding Clause 14.02 and following consultation with the UNION, the DISTRICT may contract out any new positions where it deems appropriate.

14.05 Applying for Positions after Awarded a Position

Employees who are awarded positions under this article are prohibited from applying for positions of the same or lesser wage for eighteen (18) months. The Employer may agree to waive this provision.

14.06 Relief Employee

Where a posted position is not filled by an existing full or part-time employee, a relief employee with greater than four hundred fifty-five (455) hours shall be given first (1st) preference for the vacant position provided they possess the required qualifications, skills, abilities, knowledge and attributes. Relief employees shall be paid at ninety-two percent (92%) of the rate of pay for the position.

ARTICLE 15 SENIORITY

15.01 Commencing Compiling Seniority

After employees have successfully completed the probationary period outlined in Article 20 the employee will commence compiling seniority based on their first (1st) day of employment in that position.

15.02 Seniority Calculations

Seniority shall be determined by the number of years of service or part thereof employed by the DISTRICT whether continuous or seasonal, on an accumulating scale. Seniority shall be calculated annually based on the employee's workweek.

(i.e. $\frac{\text{Reg. Hrs. Worked}}{1820}$ or $\frac{\text{Reg. Hrs. Worked}}{2080}$)

The seniority date for employees, other than full time, shall be calculated beginning January 1, 1989.

Seniority will be accumulated during approved leaves of absence and bona fide illness.

15.03 Termination of Seniority

Seniority will be terminated, unless otherwise mutually agreed to by the parties in writing, where an employee:

- 1) Is laid off for more than one (1) year (as per Article 15.04);
- 2) Is terminated for cause;
- 3) Is off sick in receipt of LTD benefits for more than two (2) years;
- 4) Has received severance;

- 5) Is promoted out of the bargaining unit for more than one (1) year;
- 6) Quits.

15.04 Recall

Employees will maintain their seniority and be eligible for recall provided they have completed the probationary period as outlined in Article 20 and/or there have been no periods of lay-off greater than twelve (12) months. Employees with one (1) or more years' service will retain recall rights of one (1) additional month for each year of service to a maximum of twelve (12) additional months.

15.05 Seniority List

Seniority List will be prepared and posted annually on or before July 1st in all facilities where DISTRICT employees work.

ARTICLE 16 LAYOFF AND RECALL

16.01 Layoff Procedure

When the DISTRICT deems it necessary to reduce employees within a function, employees will be laid off on the basis of qualification, ability to perform the work, and seniority. Employees laid off as a result and pursuant to this Article shall not displace workers of other classifications.

16.02 Recall from Layoff

Employees shall be recalled from lay-off by job description with the employee with the most seniority able to perform the available work being recalled first (1st).

16.03 Temporary Work

Upon being placed on lay-off those employees interested in being considered for temporary work outside of their job description will contact the Human Resources Department. They will inform the DISTRICT of which areas they are interested in working and of the skills they possess that will enable them to successfully perform those duties.

16.04 List of Qualified Available Employees

The Human Resources Department will compile a list of qualified available employees from which temporary work will be assigned where practical by seniority.

16.05 Seniority

When work becomes available the most senior person who has identified themselves as per 16.04 will be called. If that person is not available the next senior person will be contacted and so forth until the work is assigned.

ARTICLE 17 HOURS OF WORK

17.01 Normal Work Pattern

A normal work pattern shall consist of five (5) days, to a maximum of seven (7) or eight (8) hours as the case may be.

No seven (7) hour shift for employees shall be spread over a period longer than eight (8) hours, with one (1) hour off for lunch.

While the Employer intends to maintain consistent workweek patterns, the parties recognize that in some positions a variation of the normal pattern of work is required from time to time. This requirement will be identified in position job descriptions.

The UNION, where practical, will be notified of any proposed variation under this clause.

17.02 Outside Parks & Sewage Treatment Plant Employees

The normal pattern of work for outside Parks employees, and Sewage Treatment Plant employees will be based on forty (40) hours.

17.03 Schedules

The DISTRICT may implement schedules that form a pattern that repeats over a period of not more than eight (8) consecutive weeks and under which the employees covered by the work schedules are to work an average of not more than forty (40) hours per week at the employee's regular rate.

17.04 Breaks

All employees will be:

- 1) permitted a paid fifteen (15) minute rest period in each half (½) of the work day
- 2) permitted a one (1) hour lunch break in the middle of the shift or as otherwise agreed upon by the DISTRICT and the employee.

An employee working overtime will be permitted similar breaks.

ARTICLE 18 SHIFT PREMIUM

18.01 Shift Premium

A shift premium of one dollar (\$1.00) per hour will be paid for all regular hours worked before 6:00 a.m. and after 6:00 p.m. This premium will be paid for the complete shift when a majority of said shift falls within premium hours.

18.02 Standby

An employee who is required to be on standby at times other than their regular shift shall be paid a minimum of two (2) hours at their regular rate regardless of whether or not the employee is called out.

Standby hours may be banked as per Article 19.01(3).

18.03 Standby on Regular Day of Rest

This provision will also apply to those employees required to be on standby on their regular day of rest or statutory holidays.

18.04 Call Out

An employee who is called back to work after the employee has completed the employee's normal day's work and has left the Employer's premises, or who is called in to work before the employee's regular starting time, or who was previously instructed to report to work before the employee's regular starting time, shall be paid in accordance with article 19 Overtime Pay. Such employee shall be guaranteed a minimum two (2) hours pay at the one and one half (1 ½) rate. This guarantee shall not apply when a call out extends into an employee's normal working hours.

If the employee is called back following the employee's last shift prior to a day of rest or is called in prior to the regular starting time of the employee's first shift following days of rest, the employee will be paid double (2x) time.

ARTICLE 19 OVERTIME PAY

19.01 All Time Worked in Excess

All time worked in excess of seven (7) hours in one (1) day or thirty-five (35) hours in one (1) week, or eight (8) hours in one (1) day or forty (40) hours in one (1) week as the case may be, or outside the scheduled hours constituting any employee's normal work day or week as is contemplated in Article 17.03 shall be considered overtime and shall be paid for as follows:

- 1) On an employee's normal workday, time and one-half (1½) for the first (1st) two (2) hours and double (2x) time thereafter.
- 2) On an employee's day of rest, double (2x) time.
- 3) The employee has the exclusive option to take compensatory time off in lieu of payment, such time off to be authorized by the Department Head. The said compensatory time off may be carried over into the next calendar year. The employee may accumulate up to a maximum of eighty (80) hours. The employee may take up to one hundred twenty (120) hours of compensatory time off in a calendar year.
- 4) All overtime where and when possible must be authorized in advance by the Department head. An employee shall not receive overtime pay for any overtime work unless authorization by the Department Head is given.
- 5) All employees required to work statutory holidays will be paid double (2x) time plus regular pay for those days.

- 6) If a statutory holiday falls on a shift worker's day of rest, the employee shall be paid regular shift hours for the statutory holiday.

ARTICLE 20 PROBATIONARY PERIOD

20.01 New Employees

All new employees hired for any position with the DISTRICT shall be required to serve a full three (3) month probationary period at ninety percent (90%) of the rate of pay for the position, during which time their position may be terminated, if it is considered that said employee is not capable of fulfilling the duties of such position. The probation period shall be extended by the length of any absence from work by the employee.

The Employer may, in some circumstances, extend this period to six (6) months. The rate of pay would remain at ninety percent (90%) during said extension. If an employee covered by this Agreement is hired to fill a position that has become vacant or newly formed, Article 14.03 shall apply.

The probation period for a part time employee shall be the equivalent of three (3) months' full time employment.

20.02 Benefit Plans During Probationary Period

During such probationary period, other than those covered under Article 15 in its entirety, the employee is not obliged to participate in group benefit plans of the District, however, the employee shall be eligible for the cost-sharing benefits of such plans as provided by the District if said employee desires.

20.03 Promotions

An employee receiving a change in grade, i.e. promotion, shall receive a pay adjustment equal to the new position.

20.04 Shall Not be Paid Less

Employees covered by this Agreement shall not be paid less than employees in positions in the same function, that are not covered by this Agreement, such as grant, student or relief employees.

ARTICLE 21 ANNUAL VACATIONS

21.01 Vacation Period

The term "Vacation Period" shall mean the twelve (12) month period running from January 1st to December 31st.

- 1) In vacation periods where an employee has entitlement as outlined in 21.02, said incremental week shall not be taken until after the employee's date as outlined in 21.03.

- 2) During the term of this Agreement the Employer may study the feasibility of a "burn as you earn" process of accruing vacation. This process would only be adopted in consultation with and agreement of the Union.

21.02

Vacation Entitlement

For the purpose of calculating length of service to determine an employee's paid vacation entitlement, the anniversary date of every employee shall be determined as follows:

- 1) For new employees will be the first (1st) day of employment.
- 2) Existing employees as of December 31st, 1981 will have an anniversary date of December 31st.
- 3) Vacation entitlement will be determined on an equivalent hours' calculation based on the employee's work week i.e. one (1) day = eight (8) hours or one (1) day = seven (7) hours.
 - i) Twenty-five (25) days (Twenty-five (25) x eight (8) hours) = two hundred (200) hours or
 - ii) Twenty-five (25) days (Twenty-five (25) x seven (7)) = one hundred seventy-five (175) hours
- 4) Part-time employees shall receive vacation entitlement on a prorated basis, i.e. one half (1/2) time with two (2) years of service (fifteen (15) days) = an entitlement of seven and one half (7 1/2) days.
- 5) Seasonal Employees will be paid four percent (4%) of earnings in lieu of vacation. This amount will increase to six percent (6%) after five (5) seasons of employment with the Employer.

21.03

Annual Vacation Periods

Employees shall be allowed annual vacation periods in accordance with the following schedule:

- 1) On January 1st immediately following a new employee start date the employee will receive a prorated portion of the first (1st) year's entitlement. This time may be taken anytime thereafter, i.e.:

Employee Start date: July 1/00

 - i) Fifteen (15) prorated six twelfths (6/12) = seven point five (7.5) days' vacation available Jan. 1/01
 - ii) Fifteen (15) days available Jan. 1/02
 - iii) Five (5) additional days available July 1/02
- 2) An employee who has completed one (1) but less than two (2) years' service shall be entitled to fifteen (15) working days' vacation with full pay at their current rate of pay as at the time the vacation is taken.
- 3) An employee who has completed two (2) but less than seven (7) years' service shall be entitled to twenty (20) working days' vacation with full pay at their current rate of pay as at the time the vacation is taken.

- 4) An employee who has completed seven (7) but less than twenty (20) years' service shall be entitled to twenty-five (25) working days' vacation with full pay at their current rate of pay at the time the vacation is taken.
- 5) An employee who has completed twenty (20) or more years of service shall be entitled to thirty (30) working days' vacation with full pay at their current rate of pay as at the time the vacation is taken.
- 6) No employee shall receive or take more than fifteen (15) days of vacation time off at any one (1) time without the approval of the Chief Administrative Officer.
- 7) Upon notification, an employee may carry over a maximum of ten (10) days' vacation leave to the next year.
- 8) All employees shall submit to their appropriate Department Head, a written request for permission to commence their annual vacation at least one (1) month in advance of the first (1st) day of vacation period requested, or by mutual agreement. Permission must be obtained prior to commencement of the vacation period unless circumstances occur that prevent a person from attending work.
- 9) If an employee is absent from work for reasons other than a WorkSafe BC compensable injury or maternity leave for greater than one (1) month, vacation entitlement shall be reduced on a prorated basis.

Employees will not accrue vacation pay while on a WorkSafe BC compensable injury exceeding twenty-six (26) weeks.

Employees will not accrue vacation pay while on unpaid maternity leave.

For clarity, the annual vacation periods based on years of service for employees returning to work from a WorkSafe compensable injury or unpaid maternity leave will not be affected.
- 10) Where an employee becomes ill while on approved vacation the employee will not be entitled to draw sick pay unless recuperation involves hospitalization or confinement to bed by order of a medical practitioner. Written verification from the attending medical practitioner will be required before sick leave is paid.

21.04 Vacation Pay

An employee, who is terminated, laid off or retiring from service is entitled to vacation pay in accordance with what they have earned under Clause 21.03.

21.05 Statutory Holidays

The DISTRICT will observe the following as statutory holidays:

New Year's Day	BC Day
Family Day	Labour Day
Good Friday	Thanksgiving
Easter Monday	Remembrance Day

Victoria Day

Christmas Day

Canada Day (Dominion Day)

Boxing Day

and any other holiday declared or proclaimed as a Statutory Holiday by the Province of British Columbia or the Government of Canada.

Where a Statutory Holiday falls on a Saturday, the holiday will be observed on the Friday. If the Statutory Holiday falls on a Sunday, the holiday will be observed on the Monday. The schedule of Statutory Holidays to be observed at Christmas will be announced at least sixty (60) days prior to the 25th of December.

ARTICLE 22 GROUP MEDICAL PLAN (BC Medical Services Plan – Care Card)

22.01 Rules and Regulations

The following rules and regulations governing the Group Medical Plan shall apply to all full-time employees of the DISTRICT covered by this Agreement:

- 1) Participation by all full-time employees of the DISTRICT shall be compulsory except those employees that may be exempted as per Clause 22.01 subsection (2).
- 2) An employee may be granted exemption upon producing satisfactory evidence that similar benefits are provided to said employee's spouse.
- 3) The employee shall be enrolled effective the first (1st) day of the first (1st) full month of service of the employee.
- 4) Premium costs of the Group Medical Plan shall be paid by the DISTRICT.
- 5) Subject to conversion privileges in accordance with the regulations of the British Columbia Medical Plan, an employee's medical coverage shall cease one (1) calendar month following the date upon which the employee's employment with the DISTRICT terminates for any reason.

ARTICLE 23 GROUP BENEFIT PLAN

23.01 Group Benefit Plan Coverage

The Group Benefit Plan includes Extended Health, Vision Care, Dental, Life Insurance, Dependent Life, Basic Accidental Death & Dismemberment, Optional Life and Long Term Disability.

The following rules and regulations governing the Group Benefit Plan shall apply to all full-time employees of the DISTRICT.

- 1) Participation by all such full-time employees of the DISTRICT shall be compulsory.
- 2) The employee shall be enrolled effective the first (1st) day of the month coinciding with or next following the date of completion of three (3) months of employment.

- 3) Premiums for the Group Benefit Plan are paid as follows:
 - i) Extended Health: forty/sixty percent (40/60%) by Employee/DISTRICT
 - ii) Vision Care: one hundred (100%) percent by DISTRICT
 - iii) Dental: one hundred (100%) percent by DISTRICT
 - iv) Life Insurance: fifty/fifty (50/50%) percent by Employee/DISTRICT
 - v) Basic AD & D: fifty/fifty (50/50%) percent by Employee/DISTRICT
 - vi) Optional Life: one hundred (100%) percent by Employee
 - vii) Long Term Disability: one hundred (100%) percent by Employee
- 4) Coverage terminates on the last day of the month in which employment ends.

Employees are provided with a booklet that describes the principal features of the Group Benefit Plan.

The Employer agrees to provide a lifetime maximum towards orthodontic work to three thousand (\$3000) dollars.

The Employer agrees to provide three hundred (\$300) dollars towards the purchase of eyeglasses every two (2) years.

The Employer agrees to reimburse employees once a year to a maximum of one hundred (\$100) dollars for eyeglass lenses that are required due to a change in prescription.

The District agrees to provide an allowance of up to eighty (\$80.00) every two (2) years towards the costs associated with an eye examination.

The Employer agrees to provide paramedical coverage of five hundred dollars (\$500) annually for each paramedical practitioner.

ARTICLE 24 PENSION PLAN

24.01 Municipal Pension Plan

The Municipal Pension Plan applies to the DISTRICT and its employees.

ARTICLE 25 SICK LEAVE

25.01 Sick Leave Defined

Sick Leave means the number of working days an employee is permitted to be absent from work without loss of pay due to illness, accident for which compensation is not payable under the provisions of the Workers' Compensation Act, or to care for a sick dependent.

- 1) Effective January 1st, 1986, full-time employees shall be entitled to their unused sick days accumulated from that date.
- 2) Unused sick leave may be accumulated by a full-time employee who is employed thirty-five (35) hours or more each week, up to a maximum of one hundred (100) days.
- 3) Seasonal employees may accumulate a maximum of twelve (12) sick days. These sick days are not eligible for the provisions outlined in Article 25.01(4).
- 4) Upon leaving the employ of the DISTRICT after having served a minimum of ten (10) years including past years of service, accumulated sick leave will be paid out for fifty percent (50%) of the accumulated sick days to a maximum of fifty (50) days, calculated at the salary or rate of pay for the year in which the sick days were accumulated. For purposes of pay out, the number of eligible sick days for the last year of employment shall be calculated on the basis of one (1) day per month.
- 5) All employees covered by this Agreement shall be granted sick leave on a pro-rated basis up to a maximum of twelve (12) working days each year, based on the current amount for full-time.
- 6) Sick day entitlement will be determined on an equivalent hours' calculation based on the employee's work week,
 - i.e. a day = forty fifths (40/5) = eight (8) hours
 - a day = thirty-five fifths (35/5) = seven (7) hours
- 7) The Employer will require employees who are sick for more than five (5) days to provide documentation proving that the employee's illness has been diagnosed and is being treated by a qualified Medical Practitioner. The Doctors' note will include the nature of the illness, treatment, and expected date of return to work. An update as to the employee's progress will be required every two (2) weeks. This documentation is required prior to payment and for continuance of sick pay benefits.

The Employer may wave or modify the aforementioned requirements in those situations where the debilitating injury or illness is obvious.

If the employee is off sick for more than one (1) month, a note from the employee's doctor stating that the employee is fit to return to work will be required before the employee is allowed to return.

25.02 Personal or Dependent Medical Appointments

An employee may use sick leave for a personal or dependent medical appointment that cannot reasonably be scheduled outside of the employee's regular working hours. The use of sick leave for this purpose must be approved by the employee's supervisor.

ARTICLE 26 MATERNITY LEAVE

26.01 Maternity Leave

UNION members shall be granted a leave of absence for maternity reasons as per the Employment Standards Act. The provision of the Act applicable to maternity leave will be extended to those employees adopting children subject to the limitations of the Regional District's insurance carriers or the Public Sector Pension Plans Act. All members shall submit to the Chief Administrative Officer a written request for leave at least one (1) month prior to the commencement of such leave.

ARTICLE 27 LEAVE OF ABSENCE

27.01 General Leave

An Employee may, in writing, request a leave of absence without pay for good and sufficient reasons. Such leave may be granted at the discretion of the Chief Administrative Officer or designate.

Benefits will be available to the employee at their expense as long as compliance with the insurance carrier's conditions for continued coverage are met.

27.02 Leave for Union and Other Purposes

An employee who is elected or appointed to a full time position with any trade-union body with which the Union is affiliated, or who is elected to public office, may be granted leave of absence without pay and without loss of seniority for a period not exceeding one (1) year. Such leave must be made in writing and may be renewed by mutual agreement between the Employer and the Union.

27.03 Conventions or Meetings

In addition to the leaves allowed under Article 27.02, at the request of the Union, leave of absence without pay may be granted to employees to attend conventions or other bona-fide meetings of the Canadian Union of Public Employees or other trade-union body with which the Union is affiliated. Such approval will be subject to operational requirements, but will not be unreasonably withheld.

Such leave of absence shall not affect the employee's seniority and benefits shall be continued as long as compliance with the insurance carrier's conditions for continued coverage are met. Employees granted leave under this clause will be paid their regular pay and the Union will reimburse the Employer for such pay.

ARTICLE 28 BEREAVEMENT LEAVE

28.01 Bereavement Leave

An employee shall be granted leave with pay, to a maximum of three (3) days, in the event of a death in the employee's family. Family shall include: wife, husband, spouse, son, daughter, father, mother, brother, sister, grandfather, grandmother, father-in-law, mother-in-law.

A maximum of two (2) additional days leave without loss of pay or benefits will be granted in the event of the death of an employee's child or spouse (including common law spouse).

28.02 Compassionate Leave

An employee shall receive compassionate leave for reasonable and just cause to a maximum of three (3) days without the loss of pay, subject to the approval of the Chief Administrative Officer.

ARTICLE 29 IN SERVICE COURSES

29.01 Financial Assistance

Financial assistance to staff members attending in service courses shall be subject to the following:

- 1) The training course or program must be job related and approved by the Department Head and the Chief Administrative Officer.
- 2) The course or program must demonstrate a substantial value in improving job skills.
- 3) The course or program must be successfully completed.
- 4) Should the employee leave the employ of the DISTRICT prior to one (1) year after the successful completion of the course, the employee shall refund one-half (1/2) of the course/program fees. A written agreement in this regard shall be completed by the DISTRICT and the employee.
- 5) Courses/programs may be attended by each employee within the geographical area of one thousand (1,000) road kilometres from Kelowna (USA included) not to exceed five (5) working days without the written agreement of the Chief Administrative Officer.

To attend courses beyond these parameters, written approval from the Chief Administrative Officer must be received.

- 6) The Department Head shall be satisfied that the applicant's current work program is up-to-date and that the applicant's position is being covered by another staff member in the department.

ARTICLE 30 TRAVEL EXPENSES

30.01 Travel Expenses

The employee shall submit an advance expenses form properly authorized, based on the total estimated cost of the trip (travel, lodging, meals, registration, etc.).

- 1) An advance equalling eighty percent (80%) of the total estimated costs of the trip, less costs paid directly by the DISTRICT (such as airfares), will be prepared for the employee prior to the commencement of the trip.
- 2) Immediately upon return, the employee shall submit a final expenses form properly authorized, showing the total actual expenditures (with receipts) less the amount of the advance received.

ARTICLE 31 SEVERANCE PAY – ELIGIBLE EMPLOYEES

31.01 Severance Pay Calculations

That Severance Pay be based on the following:

- 1) One (1) week's pay for each year of continual service to employees who are unable to continue in their jobs because of non-compensable injury or illness, mental or physical condition or who become redundant due to the introduction of new methods, equipment or organization.
- 2) The Employer will endeavour to place such an employee in other work consistent with their mental or physical condition or other qualifications and will endeavour to provide any necessary training or re-training. Should the employee refuse to be placed in such other work or to undergo training, they shall not be entitled to severance pay, notwithstanding ARTICLE 15 in its entirety.
- 3) The provisions of the Employment Standards Act will apply where the benefits applicable are superior to those within the Collective Agreement.
- 4) The amount of Severance Pay to which an employee shall be entitled shall not exceed fifteen (15) weeks.
- 5) Only full-time and part-time employees are eligible for severance pay.

ARTICLE 32 VALID DRIVER'S LICENSE

32.01 Valid Driver's License

Any employee whose job requires them to drive a Regional District motorized vehicle must hold a valid British Columbia Driver's License. If an employee loses their license, the DISTRICT will attempt to place that employee in a position that does not require driving a DISTRICT vehicle, at that position rate of pay. If such a position is not available, the employee's employment may be terminated.

ARTICLE 33 SAFETY OF EMPLOYEES

33.01 Safety Committee

Safety Committee shall be set up as required by the provisions of the Workers' Compensation Act. The DISTRICT and the UNION shall each appoint three (3) members to this Committee. Meetings shall be held each month during working hours.

33.02 Safety Boots

Employees requiring safety boots will be reimbursed up to one hundred and sixty (\$160.00) every two (2) years toward the purchase of CSA approved safety footwear upon submission of the original receipt.

ARTICLE 34 JURY DUTY

34.01 Jury Duty

When an employee is required to serve as juror or court witness, the difference between the employee's normal earnings and the payment the employee received for jury duty or as court witness shall be paid by the DISTRICT to the employee. Proof of service and amount of payment by the courts shall be submitted to the Financial Services Department.

ARTICLE 35 JOB EVALUATION MAINTENANCE PROCEDURES

35.01 Joint Job Re-evaluation Committee

The Joint Job Re-evaluation Committee (JJRC) shall attempt to make decisions relating to the final job rating of any new or changed jobs.

Where agreement cannot be reached by the JJRC the parties may instigate procedures leading to an arbitration decision. The matter shall be referred to a single arbitrator who shall be jointly selected by the parties to this Agreement. The power of the arbitrator shall be limited to the matters in dispute as submitted. The decision shall be final and binding on the parties. The documentation on the matters in dispute shall be exchanged prior to the arbitration. The arbitrator's fees and expenses shall be borne equally between both parties.

- 1) Whenever the Employer decides to establish a new job, the following procedure shall apply:
 - i) They shall prepare a "job description" and establish a temporary wage rate for the job. This detail shall be submitted to the JJRC for review.
 - ii) They shall notify the Union of the proposed new job, of the "job description" and temporary wage rate.

- iii) An employee(s) shall be appointed or assigned to the new job in accordance with the Collective Agreement and temporary wage rate applied.
- iv) The JJRC shall evaluate the new job at the next regular quarterly review meetings.
- v) If the JJRC review results in a higher rating than the temporary, the incumbent in the new job will receive retroactively the new rate. If the JJRC review results in a lower rating, then the rate will be red-circled until the assigned rate reaches the rate as determined by the JJRC. Any subsequent vacancies will be filled at the rate determined by the JJRC.

- 2) An employee who feels the position has changed enough to warrant an increase may, in concert with the appropriate Department Head, revise their job description on a form available through the Human Resources Department.

Part A of the form is to be completed by the employee with Part B completed by the appropriate Department Head.

Completed forms will be reviewed and every attempt will be made to render a decision within ninety (90) days. If a decision is for whatever reason delayed beyond ninety (90) days the employee will be informed of the progress of their request. If required, the Committee may call on the Department Head and/or employee for any clarification required in making a decision.

If the review results in an increase in wage, the increase will be made retroactive from the date of the initial request.

ARTICLE 36 WAGES

36.01 Wages Paid

Wages will be paid according to Schedule 1 "Wages"

36.02 Temporary Assignments

Employees who are temporarily assigned to a job that is paid at a higher rate than the employee's regular rate will be paid at the higher rate.

CLASSIFICATION

LEVEL 10 Regional Growth Strategy Coordinator
 Senior Accounting Coordinator/Systems Analyst
 Senior Engineering Technologist
 Financial Analyst

LEVEL 9 Accounting Analyst
 Building and Plumbing Inspector

Business Development Coordinator
Crime Stoppers Coordinator
Environmental Planner
GIS Coordinator
Senior Planner
Park Planner
Senior Bylaw Enforcement Officer
Senior Electrical/Instrumentation Technician
Senior Treatment Plant Operator
Senior Utility Operator
Senior Water & Wastewater Process Technologist

LEVEL 8

Business Systems Analyst
Bylaw Enforcement Officer
Electrical Instrumentation Technician
GIS Analyst
Network & Systems Administrator
Planner
Special Projects Accounting Analyst
Treatment Plant Operator/Senior Level III

LEVEL 7

Bylaw Enforcement Coordinator
Crime Prevention Coordinator
Engineering Technologist II
Environmental Services Analyst
Parks Natural Resource Technician/Volunteer Coordinator
Parks Planning and Development Technologist
Parks Recreation/Education Program Coordinator
Parks Senior Operator
Parks Senior Operator/Construction & Park Facility Supervisor
Treatment Plant Operator Level III
Victim Services Caseworker
Waste Reduction Facilitator

LEVEL 6

Assistant Water & Wastewater Process Technologist
Business Analyst Level 1
Fleet Mechanic
Fleet Mechanic Emergency Vehicles
GIS Technician
Public Works Utility Operator

LEVEL 5

Accountant
Bylaw Enforcement Officer I
Dog Control Officer II
Dog Control Dispatch/Pound Keeper

Intermediate Accountant
Parks Facilities Construction Team Lead
Parks Forest Resource & Trails Operator
Parks Operator Zone Team Lead
Park Ranger
Planning Technician
Treatment Plant Operator Level II

LEVEL 4

Administrative Assistant EDC
Apprentice Electrical/Instrumentation Technician
Bylaw Enforcement Weeds & Insects
Crime Stoppers Assistant Coordinator
Engineering Technologist I
False Alarm Administrator
Finance Clerk
Parks Operator III
Parks Visitor Experience & Communications Coordinator
Parks Technician
Parks Trails & Facilities Operator
Treatment Plant Operator Level I
Utility Operator

LEVEL 3

Administrative Assistant II
Administrative Assistant – Community Services
Administrative Assistant – Corporate Services
Administrative Assistant – Engineering Services
Administrative Assistant – Fire Services
Administrative Assistant – Fleet Services
Administrative Assistant - Parks
Administrative Assistant - Planning
Cashier/Receptionist
Dog Control Officer I
EECO Administrative & Booking Clerk
Event Planner / Park Interpreter
Guest Services – EECO Interpreter
Park Interpreter
Parks Partnerships Liaison/Park Interpreter
Parks Environmental Educator/Park Interpreter

LEVEL 2

Administrative Assistant
Clerk I (Parks Services)
Parks Operator II

LEVEL 1

Community Services Labourer
Facilities Custodian
Facilities Operator I
Parks Labourer (seasonal)
Parks Operator I
Transfer Station Operator
Treatment Plant Operator-In-Training

Clerk I

Employees who are hired at the Clerk I rate will move to the Clerk II rate after two (2) years' service in that role.

Dog Control Officer

After two (2) years in the position of Dog Control Officer I and successful completion of Bylaw Enforcement and Investigative Skills Level 1 course, the officer would be moved to the position of Dog Control Officer II.

SCHEDULE 1 - WAGE SCHEDULE

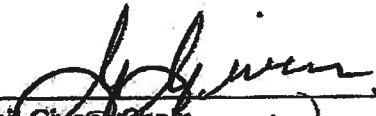
JANUARY 1, 2020 – DECEMBER 31, 2024

LEVEL	APRIL 1, 2020 2%	APRIL 1, 2021 2%	APRIL 1, 2022 2%	APRIL 1, 2023 2%	APRIL 1, 2024 2%
Level 10	\$ 44.20	\$ 45.08	\$ 45.98	\$ 46.90	\$ 47.84
Level 9	\$ 41.83	\$ 42.67	\$ 43.52	\$ 44.39	\$ 45.28
Level 8	\$ 39.61	\$ 40.40	\$ 41.21	\$ 42.03	\$ 42.87
Level 7	\$ 37.49	\$ 38.24	\$ 39.00	\$ 39.78	\$ 40.58
Level 6	\$ 35.50	\$ 36.21	\$ 36.93	\$ 37.67	\$ 38.42
Level 5	\$ 33.61	\$ 34.28	\$ 34.97	\$ 35.67	\$ 36.38
Level 4	\$ 31.80	\$ 32.44	\$ 33.09	\$ 33.75	\$ 34.43
Level 3	\$ 30.13	\$ 30.73	\$ 31.34	\$ 31.97	\$ 32.61
Level 2	\$ 28.51	\$ 29.08	\$ 29.66	\$ 30.25	\$ 30.86
Level 1	\$ 26.99	\$ 27.53	\$ 28.08	\$ 28.64	\$ 29.21

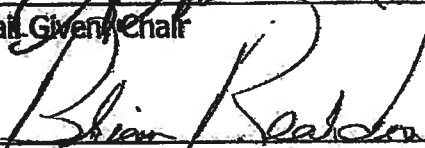
IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 12th day of FEB, 2020.

ON BEHALF OF:

REGIONAL DISTRICT OF
CENTRAL OKANAGAN



Gail Given, Chair



Brian Reardon, Chief Administrative Officer

ON BEHALF OF:

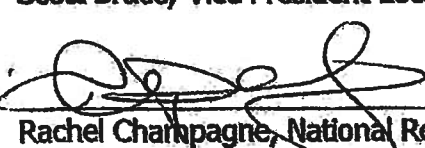
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 338



Ken Pommier, President Local 338



Scott Bruce, Vice President Local 338



Rachel Champagne, National Representative

SCHEDULE "A" - Definitions

2015 COLLECTIVE AGREEMENT BETWEEN THE 'DISTRICT' AND THE 'UNION'

DEFINITIONS

- 1) Words importing the singular include the plural and vice versa; and words importing a male person include a female person and corporation.
- 2) In these definitions, unless the context otherwise requires:

"UNION" means CUPE.

"Bargaining Unit" means positions covered by the provisions of this Collective Agreement and represented by the UNION.

"DISTRICT" means Regional District of Central Okanagan.

"Document" means a written instrument, including a notice, order, certificate, register, letter, report, account summons or legal process.

"Employee" means any person employed by the DISTRICT in the Bargaining Unit and covered by this Collective Agreement.

"Full-time Employee":

- i) Shall mean any person employed by the DISTRICT who is employed twelve (12) months of the year and has completed the probationary period.
- ii) An employee who is absent from work due to sickness or maternity shall remain a full-time employee.

"Relief Employee" means any person employed by the DISTRICT in a relief or temporary position or employed twelve (12) hours or less per week.

A person who is employed for a period of time to fill a position which is available due to absence because of illness, accident, vacation, or approved leave of absence or unanticipated extra work load of less than three (3) months.

Relief employees shall be placed on the temporary work recall list when they have worked four hundred fifty-five (455) hours. Placement on the list shall entitle the relief employee to limited rights for the purposes of bidding into full-time positions.

"Grant Employee" means any person employed by the DISTRICT on a temporary basis with wages or portions thereof paid through a grant from bodies other than the DISTRICT.

"Member" means every person who becomes a member of CUPE and remains a member in accordance with the bylaws.

"Member in Good Standing" means a member whose current membership fee(s) have been paid.

"Non-Managerial Employees" means all employees of the DISTRICT except those that are in a position of Management and the DISTRICT appoints those that in the future to a management position.

"Function" means group of employees or facility group of employees commonly called a department.

"Year of Service" means the accumulation of a minimum of eighteen hundred and twenty (1820) regular hours of service for employees other than full-time. Year of service for full-time employees shall mean one (1) calendar year.

LETTER OF UNDERSTANDING #1

BETWEEN

THE REGIONAL DISTRICT OF CENTRAL OKANAGAN

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 338

RE: Leave of Absence CUPE President

Providing such leave is at no additional cost to the Employer, a leave of absence shall be granted to an employee elected as President of CUPE Local 338 during the term of the Collective Agreement subject to article 27.02.

Wages paid by the District to the President will be based in accordance with the current CUPE Local 338 bylaws. Benefits will be continued including CPP, EI, BC Medical, Pension, Group Life, AD&D, Dental, Extended Health and WI.

WCB coverage will be the responsibility of CUPE Local 338 through the lent-employee program.

All wages and costs of benefits will be reimbursed to the District by CUPE Local 338 each month.

Seniority shall accrue during the term of the leave.

The President shall return to their previously held position or a position mutually agreed upon by the parties.

This leave may be cancelled by mutual agreement of the parties.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 12th day of FEB, 2021.

ON BEHALF OF:

REGIONAL DISTRICT OF
CENTRAL OKANAGAN



Gail Given, Chair



Brian Reardon, Chief Administrative Officer

ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 338



Ken Pommier, President Local 338



Scott Bruce, Vice President Local 338



Rachel Champagne, National Representative

LETTER OF UNDERSTANDING #2

BETWEEN

THE REGIONAL DISTRICT OF CENTRAL OKANAGAN

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 338

RE: Banked Time for Christmas Closure

The parties agree that for a trial period of one (1) year from date of ratification of this Collective Agreement, employees who do not have the opportunity to bank sufficient time off under Article 19.01 subsection 3) may work one half (½) hour of their lunch breaks to accumulate up to four (4) earned days off per year. Earned days off will only be taken upon mutual agreement of the employee and Employer to cover unpaid days during the annual December office closure.

After the trial period has concluded, the parties agree to meet and discuss the suitability of extending this LOU for the remainder of the term of the Collective Agreement. The parties agree not to be unreasonable in their decisions.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 2nd day of FEB, 2020.

ON BEHALF OF:

REGIONAL DISTRICT OF
CENTRAL OKANAGAN


Gail Giver, Chair


Brian Reardon, Chief Administrative Officer

ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 338


Ken Pommier, President Local 338


Scott Bruce, Vice President Local 338


Rachel Champagne, National Representative