

Collective Agreement between:

Naramata Centre Society

(Hereinafter called the "Employer")

And

Canadian Union of Public Employees, Local 608

(Hereinafter called the "Union")

April 1, 2010 to March 31, 2014

CONTENTS

Article	Title	Page
	Preamble	4
1	Purpose of Agreement	4
2	Management Rights	4
3	Recognition and Negotiation	4
4	Human Rights	6
5	Union Membership Requirement	7
6	Check-Off of Union Dues	8
7	Union Orientation	8
8	Correspondence	8
9	Joint Labour Management Committee	9
10	Union Bargaining Committee	10
11	Seniority	11
12	Grievances	13
13	Arbitration	15
14	Discipline and Discharge	17
15	Promotions and Staff Changes	18
16	Probationary Periods, Trial Periods and Temporary Change of Duties	20
17	Layoffs and Recalls	22
18	Hours of Work	25
19	Overtime	28
20	Designated Paid Holidays	29
21	Vacations	31
22	Sick Leave	32
23	Leave of Absence	34
24	Payment of Wages and Allowances	36
25	Job Evaluation	36
26	Employee Benefit Plan	37
27	Health & Safety	39
28	Significant Change	41
29	Job Security	42
30	General Conditions	42

Article	Title	Page
31	Voluntary Severance	43
32	Continuation of Acquired Rights	43
33	Copies of Agreement	44
34	Term of Agreement	44
	Schedule A - Wages	45
	Signatures	46
	Letter of Understanding - Alberta Hall Chaplain Positions	47
	Letter of Understanding - Children and Youth Staff	48
	Letter of Understanding - Practicum Students	49
	Letter of Understanding - Bookstore	50
	Letter of Understanding - Volunteers for Capital Projects	51

PREAMBLE

Naramata Centre Society's purpose is to provide courses and experiences relevant to the role of Christians in the Church and in the Community and to serve as a Centre for study of present day issues and problems in the Church, in the Community, and in Society at large.

The Canadian Union of Public Employees' purpose is the organization of workers generally, the advancement of the social, economic and general welfare of active and retired employees, the preservation of free, democratic trade unionism, the improvement of wages, working conditions, hours of work, job security, and other conditions affecting all employees including retirees' pension benefits, and the promotion of peace and freedom in the world.

ARTICLE 1: PURPOSE OF AGREEMENT

1.01 It is the purpose of both parties to this Agreement:

- a) to improve relations between the Employer and the Union and provide stable, mutually agreed terms and conditions of employment;
- b) to recognize the mutual value of joint discussions and negotiations on matters pertaining to terms and conditions of employment;
- c) to encourage efficiency in operations;
- d) to promote the morale, well being and security of all employees.

1.02 Whenever the singular, masculine, or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used.

ARTICLE 2: MANAGEMENT RIGHTS

2.01 The Union recognizes that it is the right of the Employer to exercise the regular and customary functions of the Employer and to direct the working forces, subject to the terms of this Agreement. Such rights shall not be exercised in a discriminatory manner, as prescribed in the Human Rights Act of British Columbia, nor shall these rights be used to discharge or discipline for reasons other than just cause.

ARTICLE 3: RECOGNITION AND NEGOTIATION

3.01 **Bargaining Unit**

- a) The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees save and except the Executive Director, persons properly excluded by definition of the Labour Relations Code, and others excluded by agreement of the parties.
- b) Children and Youth Staff, Practicum Students and the Chaplain position shall be

excluded from the Bargaining Unit as per Letters of Understanding.

- c) Summer Program Resource Staff shall be excluded from the Bargaining Unit.

3.02 **Program Leaders**

- a) Program Leaders are persons requested to teach a particular course within a Centre pathway. The duration of said course shall last no longer than two (2) weeks. The duration may be extended by mutual agreement of the parties. Program Leaders are paid by fee excluding benefits, holiday pay, sick pay and payroll deductions.
- b) Program Leaders shall not do the work of the bargaining unit, nor shall their work reduce the hours of work or result in the layoff of any member of the Union.

3.03 **Work of the Bargaining Unit**

Employees who are not included within the scope of this Agreement shall not perform work that is normally done by employees within the bargaining unit, except for incidental or emergent situations, and except in cases mutually agreed in writing by the parties.

- 3.04 No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative which conflicts with the terms of this Agreement.

3.05 **Right of Representation**

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representative(s)/advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of the Agreement. Such representatives shall obtain permission in advance from the Employer before contacting an employee when on the premises of the Employer. Such permission shall not be unreasonably withheld.

- 3.06 The Union shall keep the Employer informed in writing of the names and contact information of its officers, stewards, and representatives. The Employer shall not be required to deal with any other persons on matters concerning the administration of this Agreement.

3.07 **Volunteers**

- a) Volunteers at Naramata Center play an important role in shaping and achieving the mission of the Naramata Centre.
- b) The role of volunteers is diverse and varied and includes leadership on the Board of Directors and Advisory Teams, assistance with tasks during the Summer Program (e.g. assisting with evening events and refreshment breaks, assisting at the barbeque), Winter Session participants' volunteer work and site tasks during the annual Good Work Week. This list is not meant to be either

exhaustive or limiting in the use of volunteers at Naramata Centre.

- c) The use of volunteers shall be reviewed by the Employer and the Union on a regular basis at the Joint Labour Management Committee.
- d) Volunteers have no rights under this Agreement and cannot make any claims against the Union.
- e) The use of volunteers shall not reduce the hours or result in the layoff of any employees covered by this Agreement.
- f) The use of volunteers shall not adversely affect the job evaluation(s) or pay rates in this Agreement.
- g) Should a dispute arise over the interpretation of this article, either party may refer the dispute to Article 12, "Grievances".

ARTICLE 4: HUMAN RIGHTS

4.01 No Discrimination

The Employer and the Union agree to uphold the British Columbia Human Rights Code which prohibits discrimination because of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age or conviction of a criminal or summary conviction offence unrelated to employment or membership in a union. The prohibition includes discrimination in employment, wages, or employment advertising.

4.02 No Discrimination - Union Involvement

The Employer and the Union agree there shall be no discrimination because of membership or activity in the Union.

4.03 Personal Rights

The rules, regulations, and requirements of employment shall be limited to matters pertaining to the work requirements of each employee.

4.04 No Harassment

- a) The Employer and the Union are committed to providing a safe and respectful work environment, free of harassment. Harassment is a form of discrimination.
- b) Personal Harassment is conduct or comment, either one-time or repeated that:
 - i) is unwelcome, demeaning, intimidating, threatening, or abusive, and
 - ii) is not trivial or fleeting in nature, and
 - iii) causes offence and should have reasonably been expected to offend, and
 - iv) serves no legitimate work purpose, and

- v) undermines authority or respect in the workplace, or impairs work performance, or limits opportunities for advancement, or creates an intimidating, hostile or offensive work environment.
- c) Personal harassment does not include conduct or comment consistent with the legitimate exercising of managerial or supervisory responsibilities.
- d) Sexual Harassment is any attempt, or exercise of power, to coerce an unwilling person into a sexual relationship, to subject a person to unwanted sexual attention, to punish a refusal to comply, or to reward compliance. Sexual harassment may be a single incident or a series of incidents involving a wide range of behaviours such as verbal innuendo, subtle suggestions, overt demands, and/or inappropriate conduct of a sexual nature. It is behaviour of a sexual nature that is known or ought to be known to be unwanted or unwelcome. It includes actions that contribute to an environment that is "poisoned" by persistent comments about sex, gender, appearance, marital status, sexual orientation, and/or pornographic pictures or cartoons.

4.05 **Harassment Complaints**

- a) The Employer and Union shall work to ensure that harassment complaints are investigated and resolved quickly, confidentially and fairly.
- b) Harassment complaints shall be brought to the attention of the Executive Director. The Executive Director or designate shall investigate harassment complaints in a manner consistent with the United Church of Canada's Sexual Abuse Policy and Procedures.
- c) An employee who is a complainant, respondent or witness to a complaint of harassment is entitled to Union representation at any meetings they are required to attend concerning the investigation of a harassment complaint.
- d) Any grievances relating to the outcome of a harassment investigation shall be initiated at Step 2 of the Grievance Procedure (Executive Director/Union Grievance Committee).
- e) An employee shall not be subject to reprisal or discipline as a result of filing a bona fide complaint of harassment. However, disciplinary action may be taken if it is determined that an employee has made allegations of harassment that are frivolous, vindictive, or deliberately false.

ARTICLE 5: UNION MEMBERSHIP REQUIREMENT

5.01 **All Employees to be Members**

All employees who fall within the bargaining unit shall, within thirty (30) days of commencing work and as a condition of employment, become and remain members in good standing of the Union in accordance with the Constitution and Bylaws of the Union.

5.02 **Employee Definitions**

- (a) "Employee" means any employee of the Employer for whom the Union has been certified as bargaining agent, and as defined in the Labour Relations Code of British Columbia.
- b) "Regular Employee" means an employee who is employed on a continuing basis.
- c) "Seasonal Employee" means an employee who is employed for a predetermined period of up to four (4) consecutive months between April 1 and October 31.
- d) "Casual Employee" means an employee who is employed on an intermittent, non-continuing basis.

ARTICLE 6: CHECK-OFF OF UNION DUES

6.01 **Check-off Payments**

The Employer shall deduct Union dues and initiation fees or assessments from every employee covered by the terms of this Agreement.

- 6.02 Deductions shall be made in keeping with the Employer's payroll system. In all instances such deductions shall be forwarded to the Union not later than the fifteenth (15th) day of the following month for which the dues were levied. Such deductions shall be accompanied by a list which shall indicate each employee's name and the amount deducted from each employee.

ARTICLE 7: UNION ORIENTATION

- 7.01 On commencing employment, a new employee, within the bargaining unit, shall be introduced to his/her Union Steward or representative. An officer of the Union shall be given an opportunity to explain to the new employee the benefits and duties of Union membership and his/her responsibilities and obligations to the Employer and Union. The orientation shall take place within working hours without loss of pay, for a maximum of thirty (30) minutes and shall take place within the first month of employment.

ARTICLE 8: CORRESPONDENCE

- 8.01 Correspondence between the parties shall pass to and from the Employer and the Union. The parties shall provide each other with a list of its designated representatives.
- 8.02 A copy of any correspondence between the Employer and any employee pertaining to the interpretation, administration or application of any part of this Agreement, shall be forwarded to the Union.

8.03 Copies of Resolutions

Copies of all motions, resolutions and bylaws, or rules and regulations of a non-confidential nature, adopted by the Management Team, which affect the members of this Union, shall be forwarded to the Union. Copies of all motions, resolutions and other decisions of a non-confidential nature, taken by the Union which affect the Operations of the Centre shall be forwarded to the Employer.

ARTICLE 9: JOINT LABOUR MANAGEMENT COMMITTEE

9.01 Establishment of Committee

A Joint Labour Management Committee shall be established consisting of not more than three (3) representatives of the Union and three (3) representatives of the Employer.

9.02 Function of the Committee

The purpose of the Joint Labour Management Committee is:

- a) To share information, to consult and to engage in joint problem-solving on matters relating to the interpretation, application and administration of the Agreement;
- b) To promote timely, relevant and effective communications between the Union and Employer;
- c) To discuss impending changes to employment policies or practices that may affect employees;
- d) To solve problems and address workplace issues before they develop into significant conflicts or grievances;
- e) To demonstrate respect for the legitimate roles and responsibilities of the Union and the Employer.

The Committee is not a forum for discussing the details of grievances in progress.

The Committee may have preliminary discussions regarding potential amendments to the Agreement. Further discussions if needed shall take place between the Employer and the Union Bargaining Committee.

The Committee shall not supersede the activities of any other Committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

9.03 **Meetings of Committee**

The Committee shall meet at a mutually agreeable time and place at least six (6) times per year. Additional meetings may be requested at any time by either party and upon such request the Committee shall meet as soon as is reasonably convenient. The parties agree that all time served on the Joint Labour Management Committee shall be considered as time worked.

9.04 **Chairperson and Minutes**

The Committee shall determine how the Committee is to be chaired and how minutes are to be prepared and circulated.

ARTICLE 10: UNION BARGAINING COMMITTEE

10.01 **Union Bargaining Committee**

A Union Bargaining Committee shall be elected or appointed and consist of not more than three (3) employees who are members of the Union, the Local President, and the CUPE Representative. The Union shall advise the Employer of the Union members of the Committee.

10.02 **Function of Committee**

The Union Bargaining Committee shall be responsible for collective bargaining with the Employer, and for the negotiation of any amendments to the Agreement during its term. Any amendment to the Agreement during the term requires the mutual agreement of the parties and shall be in writing.

10.03 **Time Off for Bargaining During Term of Agreement**

Members of the Union Bargaining Committee, who are in the employ of the Employer, shall have the right to attend joint meetings with the Employer when the parties mutually agree to negotiate potential amendments to the Agreement during its term. Employees shall receive full pay for regular time worked when attending the joint meetings. In the event either party wishes to call a bargaining meeting, the meeting shall be held at a mutually agreed time and place. It is understood that the parties shall attempt to meet within fourteen (14) calendar days of notification or at a mutually agreed time.

10.04 **Time Off for Collective Bargaining Meetings**

Members of the Union Bargaining Committee, who are in the employ of the Employer, shall have the right to attend joint bargaining meetings with the Employer with full pay for regular time worked, to a maximum of five (5) working days per committee member for the bargaining of a new collective agreement.

10.05 **Technical Information**

It is agreed that certain technical and financial information shall be required by the Union to assist in collective bargaining. Reasonable requests for such information shall be granted by the Employer. The Employer reserves the right to withhold

certain confidential matters.

ARTICLE 11: SENIORITY

11.01 Seniority Defined

- a) For regular employees in full-time positions, seniority is defined as the length of service in the bargaining unit. For comparative purposes, seniority shall also be shown in years and/or portions thereof of full-time service.
- b) For regular employees working part-time hours, or for seasonal employees:
 - i) seniority is defined as the accumulated hours worked in the bargaining unit;
 - ii) for comparative purposes, seniority is converted into the equivalent number of years, or portions thereof, of full-time service in the bargaining unit;
 - iii) the accumulation of seniority shall include overtime, paid holidays, paid vacation, paid sick leave and other forms of paid leave, with two thousand and eighty (2080) hours equaling one (1) year of service.
- c) An employee shall not accumulate more than two thousand and eighty (2080) hours of seniority within a twelve (12) month period.
- d) The seniority of regular and seasonal employees shall include service with the Employer prior to certification or recognition of the Union.
- e) Casual employees shall not accumulate seniority nor have seniority rights under this Agreement while employed in a casual capacity. A casual employee hired into a regular or seasonal position following a period of casual employment, and who has not been terminated for more than thirty (30) days before hire, shall be credited with all days/hours worked in the most current casual position for the purposes of seniority.

11.02 Application of Seniority

- a) Seniority shall be used in determining preference or priority for selection (i.e. promotion, transfer, or demotion), layoff, permanent reduction of the workforce, vacation, hours of work within each pay period, and recall, as set out in other provisions of this Agreement.
- b) Seniority shall operate on a bargaining unit-wide basis.

11.03 Seniority List

- a) The Employer shall maintain a seniority list of regular and seasonal employees. The list shall include the employee's:
 - i) name;
 - ii) classification;
 - iii) date of hire;

- iv) total hours worked;
 - v) years to seniority to three (3) decimal places.
- b) Where two or more employees working full-time hours commence work on the same day, and their years of seniority are identical, the employee who first applied for their position shall be considered more senior.
 - c) An up-to-date seniority list shall be sent to the Union in January of each year, prior to commencement of a workforce reduction, and prior to a recall of employees on layoff.

11.04 **Loss of Seniority**

- a) An employee shall only lose his/her seniority in the event that:
 - i) the employee is discharged for just cause and is not reinstated; or
 - ii) the employee resigns and does not withdraw this resignation within two (2) calendar days.
- b) A laid off employee shall only lose his/her seniority in the event that:
 - i) He/she has not been employed by the Employer for more than one (1) year;
 - ii) The employee rejects a recall to his/her previous or equivalent position, or
 - iii) A regular employee rejects a recall to an equivalent seasonal position, or
 - iv) Having received notice of recall by phone conversation or registered letter specifying a recall date, the employee fails to report to work on the effective date of his/her recall, except as provided by 17.04 (m)(iv).

11.05 **Seniority on Temporary Assignments and Selections Outside of Bargaining Unit**

- a) If an employee is temporarily assigned to a position outside of the bargaining unit as per 16.04, "Temporary Assignments Outside of the Bargaining Unit", he/she shall retain his/her seniority and continue to accumulate seniority during the temporary assignment.
- b) If an employee is selected to a position outside of the bargaining unit as per 16.05, "Selection to Positions Outside of the Bargaining Unit", he/she shall retain his/her seniority accumulated up to the date of leaving the unit but shall not accumulate any further seniority.

11.06 **Seniority and General Leaves of Absence**

Full time employees who are granted leave of absence without pay in accordance with 23.01, "General Leave" shall cease to accumulate seniority during the period of their leave.

ARTICLE 12: GRIEVANCES

12.01 Recognition of Union Stewards and Grievance Committee

- a) In order to provide an orderly and timely procedure for resolving grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward may assist any employee(s) in preparing and presenting his/her/their grievance in accordance with the grievance procedure. Such time spent by the Steward shall be recognized as regular time worked, provided that prior approval has been received from the Employer. Such permission shall not be unreasonably denied.
- b) Time spent by the employee(s) prior to Step 1 of the grievance procedure shall be recognized as regular time worked, provided that prior approval has been received from the Employer. All subsequent time spent by the employee(s) shall be recognized as unpaid Leave of Absence, provided prior approval has been received from the Employer. Such permissions shall not be unreasonably denied.
- c) The Union shall select an alternate Steward when a Steward is the aggrieved employee's supervisor or holds a position of authority in the same department as the aggrieved employee. Exceptions may be made by mutual agreement of the parties.

12.02 Grievance Committee

The Union Grievance Committee shall be composed of the CUPE Representative, Unit Chair, and the Stewards directly involved with the Grievance. The Grievance Committee may attend all Step 2 grievances. Time spent shall be recognized as time worked, provided prior approval has been received from the Employer. Such permission shall not be unreasonably denied.

12.03 Definition of Grievances

There are two types of grievances:

- a) An individual grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Agreement, including Letters of Understanding, as it relates to a specific employee(s).
- b) A policy grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Agreement, including Letters of Understanding, that affect a group of employees.

All grievances, with the exception of grievances initiated in relation to Article 4, "Human Rights" and Article 17 "Layoffs and Recalls" and Article 28 "Significant Change", shall be submitted in writing at Step 1 and shall include:

- a) a summary of circumstances giving rise to the grievance;

- b) the provisions of the Agreement considered violated; and
- c) the particulars of the remedy sought.

12.04 **Grievance Procedures**

The parties shall treat each other with respect and dignity throughout the grievance process. Prior to initiating a formal grievance, a Steward shall discuss the issue with the designated Director in an effort to achieve a mutually satisfactory resolution. At each step of the grievance procedure the grievor(s) shall have the right to be present. An earnest effort shall be made by all parties to settle grievances fairly and promptly in the following manner:

Step 1

- a) The aggrieved employee(s) shall submit the grievance to his/her Steward. The Union shall submit the grievance(s) to the designated Director within thirty (30) calendar days of the date that the employee or Union became aware of the circumstances giving rise to the grievance(s). The parties shall meet, and the designated Director shall render his/her decision within ten (10) calendar days after receipt of such notice.
- b) Grievances initiated by the Employer shall be submitted to the Unit Chair within thirty (30) calendar days of the date that the Employer became aware of the circumstances giving rise to the grievance. The parties shall meet, and the Unit Chair shall render his/her decision within ten (10) calendar days after receipt of such notice.

Step 2

- a) If a grievance initiated by the Union is not resolved at Step 1, the Union shall submit a grievance to the Executive Director or designate within ten (10) calendar days of receipt of the Step 1 decision. The parties shall meet, and the Executive Director or designate shall render his/her decision within ten (10) calendar days after receipt of such notice.
- b) Failing satisfactory settlement of grievances initiated by the Employer at Step 1, the Employer shall submit a grievance to the Union Grievance Committee within ten (10) calendar days of receipt of the Step 1 decision. The parties shall meet, and the Union Grievance Committee shall render its decision within ten (10) calendar days after receipt of such notice.

Step 3

Either party may refer an unresolved grievance to arbitration under Article 13, within fourteen (14) calendar days of the response of the Executive Director or Union Grievance Committee.

12.05 **No Discussion**

After a grievance has been initiated by the Union, the Employer shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee(s), without the consent of the Union.

12.06 Grievance Submissions and Decisions in Writing

Grievance submissions and decisions shall be in writing at all stages.

12.07 Amending of Time Limits

The time limits stipulated in the grievance procedure are mandatory, but may be extended in writing by mutual agreement of the parties.

12.08 Witnesses

At any stage of the grievance procedure, the parties shall have the right to call any necessary witnesses.

12.09 Mediation

The parties may mutually agree to involve a facilitator or mediator at any stage of the grievance procedure.

ARTICLE 13: ARBITRATION

13.01 Arbitration Board

Either party may refer an unresolved grievance to a three-person arbitration board. Referrals to arbitration shall be made in writing to the other party within fourteen (14) calendar days of the Step 2 decision of the Executive Director or Union Grievance Committee, indicating the name and address of their nominee to the arbitration board. Within seven (7) calendar days thereafter, the other party shall respond in writing indicating the name and address of their nominee to the arbitration board.

13.02 Chair of Arbitration Board

The two nominees so named shall, within fourteen (14) calendar days, jointly appoint a third member who shall be chair.

13.03 Failure to Appoint

Should the nominees fail to select a chair within fourteen (14) calendar days, then either party to the Agreement may apply to the Director of the Collective Agreement Arbitration Board of the Province of British Columbia to appoint such member.

13.04 Ineligible Appointments

No person shall be appointed as a member or chair of an arbitration board if the person is directly affected by the grievance, or if the person has been involved in an attempt to negotiate or settle the dispute.

13.05 Expenses of the Arbitration Board

The Employer and the Union shall bear the total costs of their respective nominees

to the arbitration board, and shall each pay one-half (1/2) of the expenses of the chair.

13.06 Presentations to the Arbitration Board

Prior to the arbitration hearing, the parties may agree to prepare a jointly agreed statement of facts for submission to the arbitration board. The parties shall make every reasonable effort to ensure that presentations to the arbitration board are short and concise.

13.07 Decision of the Arbitration Board

The decision of the majority is the award of the arbitration board. The decision of the arbitration board is final, binding and enforceable upon the parties and any employee affected by it.

13.08 Authority of the Arbitration Board

The arbitration board by its decision shall not alter, amend or change the terms of the Agreement. The arbitration board may quash, confirm or vary any action taken respecting the suspension, discipline or discharge of an employee.

13.09 Single Arbitrator

The parties may mutually agree to utilize a one-person arbitration board.

13.10 Expedited Arbitration

- a) The parties may mutually agree to the appointment of an individual to serve as a single arbitrator in an expedited arbitration process.
- b) The parties shall make every reasonable effort to provide the arbitrator with a jointly agreed statement of facts prior to the scheduled date of the arbitration.
- c) All presentations to the arbitrator are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of legal authorities during their presentations.
- d) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.
- e) The decision of the arbitrator shall be provided to the parties within twenty-one (21) calendar days of the hearing.
- f) All decisions of the arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
- g) All proposed settlements of expedited arbitration cases made prior to the hearing shall be without prejudice.
- h) The parties shall equally share the costs of the fees and expenses of the

arbitrator.

- i) The arbitrator under the expedited arbitration process shall be governed by the authority described under 13.08, "Authority of the Arbitration Board".

ARTICLE 14: DISCHARGE AND DISCIPLINE

14.01 Burden of Proof

In cases of discharge and/or discipline, the burden of proof of just cause shall rest with the Employer.

14.02 Right to Have a Steward Present

The Employer shall advise an employee of his or her right to have a Steward present and advance notice shall be given for any meeting or discussion which may result in discipline or discharge. An employee shall have the right to have his/her Steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action.

14.03 Adverse Reports

Whenever the conduct or the work standard of an employee is of such a nature to warrant disciplinary action, the employee shall be notified in writing by the Employer, with full disclosure of the reasons, grounds for action, and/or penalty, with a copy to the Secretary of the Union. The employee may object and refer the Adverse report(s) to Article 12, "Grievances".

Any written reply to such reports shall become part of the employee's record and any letters of reprimand shall be removed from an employee's personnel file following two (2) years without further censure for the same or similar infraction.

14.04 Personnel Records

An employee shall have the right at any mutually convenient time to have access to and review the Employer's personnel record in the presence of a representative designated by the Employer. Any disagreement as to the accuracy of information viewed in the file may be subject to the grievance procedure and the eventual resolution thereof shall become part of the employee's record.

No evidence from the employee's record of which the employee was not aware at the time of filing may be introduced as evidence in any hearing.

An employee shall have the right to make copies of any material contained in his/her personnel record.

14.05 Designation of Supervisor

Every Employee shall be notified of the name of his/her immediate designated excluded supervisor.

14.06 Legal Picket Lines

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, or refuse to handle goods from an employer where a legal strike or lockout is in effect. Such action shall not be grounds for disciplinary action other than loss of wages for the time away from work.

14.07 Use of Demotion as Discipline

Demotion shall not be used as a disciplinary measure.

ARTICLE 15: PROMOTIONS AND STAFF CHANGES

15.01 Job Postings

- a) When a new position is created, a vacancy occurs, or when a temporary vacancy occurs in excess of thirty (30) working days, the Employer shall notify the Union in writing, and post notice of the position on the two Union bulletin boards and on the employee portion of the Centre website for a minimum of seven (7) calendar days. Vacancies arising from normal retirement or extended leaves of absence shall be posted thirty (30) calendar days prior to the vacancy occurring, provided the employee has given a minimum of six (6) weeks' notice of retirement or extended leave of absence.
- b) When a new position is created, a vacancy occurs, or when a temporary vacancy occurs which is less than thirty (30) working days, the Employer may appoint a suitable employee into the position without a posting, provided the Employer selects the most senior employee possessing the necessary qualifications, education, experience, skill, knowledge and ability needed to efficiently fulfil the job requirements. The Employer shall notify the Union in writing of such appointments. The employee shall be returned to his/her former position at the conclusion of such appointment.
- c) The Employer shall determine whether a position is vacant based on the Naramata Centre's requirements. When the Employer determines that a position is to be eliminated or changes are to be made to a position, the Union shall be notified of the reasons for the change in writing, how the change will impact on the Centre, and what will happen to the work previously carried out in that position.

15.02 Seasonal Employment

- a) Regular employees may apply to work seasonal positions. However, the Employer may decline to select a regular employee to a seasonal position if such appointment creates difficulties in meeting operational requirements. The Employer shall provide written reasons for declining to select the regular employee to the employee and the Union.
- b) A regular employees who is selected to a seasonal position shall be returned to his/her former position at the conclusion of the seasonal position.

15.03 Casual Employment

- a) Casual employees are engaged for specific projects or to cover leaves of absences such as sickness, authorized leaves of absence, or vacation, and may be required to cover day-to-day employment at the rate of pay applicable to the position. Employees who work from time to time are casual employees.
- b) Casual employees shall not work more than twenty-eight (28) shifts per calendar year.
- c) The Employer shall notify the Union in writing of the names of casual employees upon their date of hire.

15.04 Information in Postings

- a) Postings shall include at least the following information:
 - i) qualifications;
 - ii) wage rate;
 - iii) whether the position is regular or seasonal;
 - iv) whether the position is full-time or part-time.
- b) Postings for regular part-time positions shall specify the normal range of scheduled hours of each position.
- c) Postings for seasonal positions shall specify the scheduled start and end dates of each position, and the normal range of scheduled hours of each position.

15.05 Outside Advertising

No outside advertisement for any vacancy shall be placed within the one week noted in Article 15.01, without the prior written approval of the Union and until all internal applications have been reviewed.

15.06 Role of Seniority

Selections (i.e. promotions, demotions and transfers) shall be made on the basis of seniority, provided the employee concerned possesses the necessary qualifications, education, experience, skill, knowledge and ability to efficiently fulfil job requirements.

15.07 Notification to Employee and Union

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each internal applicant and a copy to the Union.

15.08 Selection without Re-posting

If the Employer curtails the trial period of a regular employee or terminates an employee serving a probationary period, within sixty (60) calendar days of his/her selection to a vacant position, the Employer may select from the original applicants without re-posting.

ARTICLE 16: PROBATIONARY PERIODS, TRIAL PERIODS AND TEMPORARY CHANGE OF DUTIES

16.01 Probationary Periods

- a) Newly hired regular and seasonal employees shall be required to serve a probationary period to determine their suitability for continued employment. The probationary period shall begin on the employee's first day of work and extend for a period of sixty (60) days worked. The Employer may extend the probationary period by a further forty (40) days worked if required. The employee and the Union shall be provided with written notice of the reason(s) for an extension of a probationary period.
- b) Seasonal employees shall have time worked in previous calendar years credited towards their probationary period if not yet completed.
- c) Casual employees who are hired into a regular or seasonal position requiring a probationary period that involves the same duties they previously performed as a casual employee shall have the time worked as a casual employee credited toward their probationary period.

16.02 Trial Periods

- a) Employees who are selected to a regular or seasonal position they have not previously held shall be required to serve a trial period of sixty (60) days worked to determine their suitability in the new position. Such employees shall receive the necessary orientation to the position.
- b) The Employer shall not curtail the trial period without just cause. Conditional on satisfactory performance, the employee shall be confirmed in the new position at the end of the trial period.
- c) In the event that the employee's performance is not satisfactory in the new position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new position, the employee shall be returned to his/her former position, wage or salary rate, without loss of seniority. Any other employee who is selected to the employee's former position shall be returned to his/her former position, wage or salary rate, without loss of seniority.

16.03 Temporary Change of Duties Within the Bargaining Unit

- a) An employee may be temporarily assigned to perform work that is within the bargaining unit but outside of their normal job duties, provided that:
 - i) the employee is available and has the qualifications and ability to perform such work;
 - ii) there is an urgent requirement to perform the work;
 - iii) the employees normally assigned to perform such work are unavailable.
- b) When the Employer directs an employee to perform the principal duties of a position with a higher rate of pay, the employee shall receive the rate of pay

for the position for a minimum of four (4) hours in any one day while carrying out those principal duties. The temporary opportunity shall be based on seniority and an employee's skills and abilities to perform the work. It is understood that this does not normally apply to coverage of days off.

- c) If an employee is unexpectedly called upon to perform the principal duties of a position with a higher rate of pay, the employee shall receive the rate of pay for the position as described by 16.03 b), provided that:
 - i) the employee can demonstrate the need to perform the principal duties of the position;
 - ii) the employee shall notify the Employer at the earliest opportunity of his/her request for the higher rate of pay.

16.04 Temporary Assignments Outside of the Bargaining Unit

- a) No employee shall be temporarily assigned to a position outside of the bargaining unit without his/her consent. When the Employer makes such assignments:
 - i) the assignment shall not exceed thirty (30) working days unless the parties mutually agree to a longer period;
 - ii) the employee shall receive the rate of pay assigned to the position for the period of the temporary assignment.
- b) Employees who accept a temporary assignment outside of the bargaining unit shall cease to be covered by the provisions of the Agreement, except that:
 - i) the employee may elect to continue paying union dues and continue to accumulate seniority;
 - ii) the employee may elect to return, or be returned by the Employer, to their former position and wage rate within the bargaining unit, at any time during the temporary assignment without loss of seniority;
 - iii) any other employees who are assigned to the employee's former position or to other positions as a result of the temporary assignment shall be returned to their former positions, wage or salary rates, without loss of seniority.

16.05 Selection to Positions Outside of the Bargaining Unit

If an employee applies and is selected to a position outside of the bargaining unit, the employee shall have the right to return to a position in the bargaining unit within ninety (90) calendar days of their selection. If an employee returns to the bargaining unit, he/she shall be placed in a job consistent with his/her seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

ARTICLE 17: LAYOFFS AND RECALLS

17.01 Definitions

- a) A layoff shall be defined as a reduction in the work force of regular employees, or a reduction in the workforce of seasonal employees prior to the scheduled end of their employment.
- b) A layoff shall also be defined as a reduction by the Employer in the normal hours of work of regular or seasonal employees, whereby:
 - i) the normal hours of work of full-time employees are less than forty (40) hours per week, or
 - ii) the normal hours of work of part-time employees are less than the minimum levels stipulated under 18.02, "Normal Hours of Work - Employees Working Part-Time Hours".
- c) A recall shall be defined as an increase in the workforce, or a reinstatement of the normal hours of work following a period of layoff.

17.02 Role of Seniority in Layoffs, Bumping and Recalls

- a) Job security shall increase with seniority. Seniority is based upon length of service with the Employer as defined in Article 11, "Seniority".
- b) Seniority shall apply in determining the order that employees are subject to layoff, whether they are eligible to bump another employee, and the order of their recall.

17.03 Layoff and Bumping Procedure

- a) The layoff and bumping procedure shall not apply to a temporary suspension of work due to inclement weather or emergency beyond the control of the Employer for up to seven (7) consecutive days.
- b) The layoff and bumping procedure shall not apply to casual employees or to seasonal employees who are terminated at the scheduled end of their employment.
- c) The Employer shall initiate the layoff process by identifying the positions to be reduced and the incumbents of such positions.
- d) The Employer shall consult with the Union prior to implementing layoffs to enable the parties to explore alternatives to layoff.
- e) In the event of a layoff, employees occupying positions to be reduced shall be identified for layoff in the reverse order of their seniority, commencing with:
 - i) seasonal employees, followed by
 - ii) employees serving a probationary period, followed by
 - iii) part-time regular employees, followed by
 - iv) full-time regular employees.

With the mutual agreement of the parties, an employee may request in writing to be laid off out of seniority order. Employees who make such requests shall forfeit their rights to bump for this layoff.

- f) In the event of a layoff due to workforce reduction, the Employer shall provide regular and seasonal employees to be laid off with a minimum of fourteen (14) calendar days written notice of layoff, or pay in lieu of such notice.
- g) An employee who has received layoff notice may bump an employee with less seniority in any department provided the employee has the qualifications and ability to perform the duties of the position. The right to bump shall include the right to bump up.
- h) Within five (5) calendar days of receiving notice of layoff, an employee shall:
 - i) provide written notification to the Employer of his/her intent to exercise the right to bump, stating the name of the employee and the position he/she intends to bump into, or
 - ii) provide written notification to the Employer of his/her intent not to exercise the right to bump and instead be laid off.
- i) An employee who bumps into another position may be required to serve a trial period.
- j) Regular employees who cease to be employed as a result of layoff shall be allowed up to two (2) hours prior to their layoff to attend to any personal or pay-related matters, provided that they provide a minimum of three (3) calendar days notice to his/her supervisor.

17.04 **Recall Procedure**

- a) Regular and seasonal employees who are laid off shall retain recall rights for one (1) year from their last day of work for the Employer.
- b) To be eligible for recall, laid off employees are obliged to keep the Employer informed of their current contact information, including their phone number, mailing address, and e-mail address where applicable.
- c) Regular and seasonal employees on layoff shall be given preference for casual work assignments over casual employees, provided they are qualified, able and available to perform the work. A laid off employee may accept or reject casual work assignments without negatively affecting his/her recall rights. Casual work assignments do not constitute a recall.

Regular employees on layoff shall be given preference for seasonal positions over seasonal employees, provided they are qualified and able to perform the work.

- d) The Employer shall initiate a recall of laid off employees in the order of their seniority, beginning with the most senior employee on layoff.

- e) The Employer shall recall a laid off employee to the position he/she held at the time of receiving layoff notice, or recall the employee to another position that:
 - i) the employee is qualified and able to perform, and
 - ii) is equivalent to the employee's former position in terms of hours of work and pay level.
- f) If an employee bumped into another position after receiving layoff notice, and is subsequently recalled by the Employer, the employee may choose at the time of recall to:
 - i) remain within or be recalled to the bumped position, or
 - ii) be recalled to the position they held at the time of receiving layoff notice.

If neither position is available, the Employer shall recall the employee to another position that the employee is qualified and able to perform, and is equivalent to the employee's original position in terms of hours of work and pay level.

- g) If the position previously held or equivalent under 17.04 e) or f) is not available at the time of recall, the employee may exercise his/her seniority to be recalled to a position that is not equivalent and that they are qualified and able to perform, until such time as the position they formerly held or equivalent becomes available.
- h) The Employer may recall a laid off employee to perform work in more than one classification, provided the employee is qualified and able to perform the work.
- i) The Employer shall provide a minimum of seven (7) calendar days written notice of recall to laid off employees.
- j) The Employer's ability to contact a laid off employee, and the employee's availability for recall, may affect the timing of his/her recall in relation to other recalled employees. The Employer shall inform the Union of situations in which employees are recalled out of seniority order.
- k) Laid off employees who are employed by the Employer at the time of recall shall respond in writing within two (2) calendar days of receiving the recall notice, indicating acceptance or rejection of their recall.
- l) Laid off employees who are not employed by the Employer at the time of recall shall respond in writing within four (4) calendar days of receiving the recall notice, indicating acceptance or rejection of their recall.
- m) A laid off employee shall lose his/her recall rights if, having received notice of recall by phone conversation or registered letter specifying a recall date:
 - i) The employee rejects a recall to his/her previous or equivalent position, or
 - ii) A regular employee rejects a recall to an equivalent seasonal position,

- or
- iii) The employee fails to report to work on the effective date of his/her recall.
- iv) The effective date of an employee's recall shall be delayed if the employee can demonstrate that he/she is unable to report to work on the effective date due to factors beyond his/her control (e.g. sickness, accident).

17.05 Grievances relating to layoff, bumping and recall shall be initiated at Step 2 (Executive Director) level of the grievance procedure.

ARTICLE 18: HOURS OF WORK

18.01 Normal Hours of Work – Employees Working Full-Time Hours

- a) The normal hours of work for regular and seasonal employees working full-time hours shall be forty (40) hours per week. Each shift shall be eight (8) consecutive hours of work, with one (1) unpaid meal break of one-half (1/2) hour, and two (2) paid fifteen (15) minute breaks.
- b) The normal hours of work for regular and seasonal employees performing conference functions on a full-time basis shall be forty (40) hours per week. Each shift shall be ten (10) hours of work, one (1) unpaid meal break of one-half (1/2) hour, and two (2) paid fifteen (15) minute breaks.

18.02 Normal Hours of Work – Employees Working Part-Time Hours

- a) Effective upon the ratification of this Agreement, the normal hours of work of regular and seasonal employees working part-time hours shall be:
 - i) between sixteen (16) and forty (40) hours per week; and
 - ii) not less than four (4) hours per shift.
- b) Effective April 1, 2011, the normal hours of work of regular and seasonal employees working part-time hours shall be:
 - i) between twenty (20) and forty (40) hours per week; and
 - ii) not less than four (4) hours per shift.
- c) The hours noted under 18.02(a)(i) and 18.01 (b)(i) are for scheduling purposes and to identify when a reduction in hours constitutes a layoff. They do not represent a minimum guarantee of work hours or pay guarantee.
- d) The normal hours of work of casual employees shall be between four (4) and eight (8) hours per shift.
- e) Part-time employees shall be entitled to the following breaks:
 - i) Up to five (5) hours of work per day = one (1) paid fifteen (15) minute break;
 - ii) Over five (5) hours and up to six (6) hours of work per day = one (1)

- unpaid meal break of one-half (1/2) hour and one paid fifteen (15) minute break;
- iii) Over six (6) hours of work per day = one (1) unpaid meal break of one-half (1/2) hour and two (2) paid fifteen (15) minute breaks.

18.03 **Work Schedules**

- a) Employees performing food services functions shall be scheduled to work between the hours of 06:00 and 23:00.
- b) Employees performing cleaning and facilities services functions shall be scheduled to work between the hours of 06:00 and 21:00, except that the Custodian and Custodian Attendants shall be scheduled to work between the hours of 06:00 and 02:30.
- c) Employees performing office, conferences, development and communications functions shall be scheduled to work between the hours of 07:00 and 20:00.
- d) Employees performing summer program functions shall be scheduled to work between the hours of 07:00 and 22:00.
- e) The Employer may establish work schedules to provide seven (7) day per week coverage.
- f) Schedules shall be posted two (2) weeks in advance. Wherever possible, employees shall be given forty-eight (48) hours notice of any changes in the schedule.
- g) Regular or seasonal employees working part-time hours shall not be scheduled to work hours within a pay period that are less than the hours scheduled for employees within the same classification who have less seniority, unless the more senior employee requests to have their hours of work restricted.
- h) Employees working part-time hours may request to have their hours of work restricted or increased during any given pay period. Requests for renewal of such restriction or an increase of hours shall be made by the 15th day of the month preceding the schedule.
- i) Occasionally it is necessary to replace someone who is unable to report for their scheduled shift due to illness, injury or emergency. When the employee with most seniority is not available or is already scheduled to work, or has restricted his/her availability, it may be necessary to call in or reschedule someone with less seniority. In these cases it is possible that a person with less seniority may have more hours within a pay period than a person with more seniority.
- j) The Employer may from time to time schedule shifts with start and end times outside of the normal hours of work for employees performing food services, cleaning and facilities services functions to meet the needs of specific functions or specific operating needs.

18.04 Normal Work Week

- a) The normal work week for employees working full-time hours shall consist of five (5) consecutive scheduled work days and two (2) consecutive days off. The normal work week for employees working less than full-time hours shall include a minimum of two (2) consecutive days off. Employees who are required to work six (6) consecutive days shall receive two (2) consecutive days off.
- b) If an employee is required to work six (6) consecutive days without then receiving two (2) consecutive days off, he/she shall be paid at time and one-half (1½ x) for all hours worked until such employee receives his/her two (2) consecutive days off.
- c) The requirement to provide two consecutive days off shall not apply under the following circumstances:
 - i) The Employer may request a regular employee to work one of his/her scheduled days off if the Employer has received less than forty-eight (48) hours notice of a staffing requirement;
 - ii) The employee may accept or decline the Employer's request;
 - iii) If the employee accepts, and works on one of their days off, the employee shall be compensated at overtime rates;
 - iv) No employee shall be requested to work on both of their days off.

18.05 Split Shifts

Employees shall not be required to work split shifts. If an employee agrees to work a split shift, the employee shall be paid two dollars (\$2.00) per hour over and above the employee's rate of pay for the entire length of the shift.

18.06 Scheduling of Meal and Rest Breaks

Meal and rest breaks are important to ensure safe working conditions, to prevent fatigue, and to promote work efficiency. Employees shall take their lunch break and paid breaks during their shifts, recognizing that the supervisor may vary the timing of breaks during a shift to accommodate operational requirements. Employees required by the Employer to be on duty during their unpaid meal breaks shall be compensated at straight time or at an overtime rate of pay if applicable.

18.07 Reporting Pay

If an employee working part-time hours reports for a shift and no work is available, such employee shall be paid a minimum of two (2) hours pay. In the event that the employee commences work, he/she shall be paid a minimum of four (4) hours pay.

ARTICLE 19: OVERTIME

19.01 Overtime Defined

Overtime for employees shall be considered as hours worked, approved in advance by their Supervisor, in excess of eight (8) hours daily (ten (10) hours for employees performing conference functions) or forty (40) hours per week (i.e.: within a seven (7) consecutive day period).

19.02 Minimum Overtime

Upon consultation with the employee and subject to the operational requirements, the Employer shall make every reasonable effort to avoid excessive overtime and to allocate overtime work on an equitable basis among readily available qualified employees, and wherever possible, at least four (4) hours notice of any requirement for overtime work shall be given. An employee shall not normally work more than one hundred (100) hours of overtime in a calendar year, except in emergency situations.

19.03 Compensation for Overtime: Employees Working Full-Time Hours

An employee working full-time hours who works overtime shall be compensated at one and one-half (1 1/2x) times his/her rate of pay for overtime hours. Hours worked in excess of ten (10) hours in any one day (twelve (12) hours for employees performing conference functions) shall be compensated at two (2x) times his/her rate of pay.

At the employee's option, time off in lieu of overtime shall be granted. Paid time off shall be provided at the same rate as the applicable overtime rate. Time off shall be granted at a time which is suitable to the employee and agreeable to the Employer, although time off in July and August shall not normally be granted. Where possible, this time shall be scheduled before the end of the fiscal year in which it is earned. Any banked time not taken by February 28th of the following year shall be paid out at the employee's current hourly rate. If an employee's employment is terminated, an amount equal to any accrued overtime shall be paid at the employee's current hourly rate.

19.04 Compensation for Overtime: Employees Working Part-Time Hours

An employee working part-time hours who works overtime shall be paid at one and one-half times (1 1/2x) the employee's regular rate of pay for overtime hours. Hours worked in excess of ten (10) hours in any one day (12 hours for the Conference Department) shall be compensated at two (2x) times his/her rate of pay.

At the employee's option, time off in lieu of overtime shall be granted. Paid time off shall be provided at the same rate as the applicable overtime rate. Time off shall be granted at a time which is suitable to the employee and agreeable to the Employer, although time off in July and August shall not normally be granted. Where possible, this time shall be scheduled before the end of the fiscal year in which it was earned. Any banked time not taken by February 28th of the following year shall be paid out at the employee's current hourly rate. If an employee's employment is terminated, an amount equal to any accrued overtime shall be paid at the employee's current hourly rate.

19.05 Call Out

- a) If an employee is called out to work, such as in an emergency work situation, the employee shall be compensated at double time (2x) for a minimum of two (2) hours. Subsequent callouts within the same two hours are included. A Call Out is in effect from the time of the initial phone call until the employee has returned to his/her place of residence or commenced his/her scheduled shift. Call Outs resulting in an excess of two (2) hours shall be compensated at double (2x) up to the start of the employee's regularly scheduled day.
- b) Employees shall not decline reasonable requests for call-out if the requirement for call-out is contained in the applicable position description.

19.06 Turn Around Time

An employee required to start a new shift within ten (10) hours of completing his/her previous shift including overtime shall be paid at the rate of time and one-half (1 1/2X) for all hours which fall within the ten (10) hour turn around time.

19.07 No Layoff to Compensate for Overtime

An employee shall not be required to layoff or change his/her normal daily hours to equalize or compensate for any overtime.

19.08 On Call Allowance

An employee who agrees to serve as the On-Call Manager and arrange for call-outs shall receive an allowance of seventy-five dollars (\$75.00) for each twenty-four (24) hour period or portion thereof that he/she performs this function.

ARTICLE 20: DESIGNATED PAID HOLIDAYS

20.01 Paid Holidays

The Employer recognizes the following as paid holidays:

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

and any other day declared or proclaimed as a statutory holiday by the federal, provincial or municipal government, plus two (2) full working days during the Christmas Season. The dates of the Floating Holidays shall be at the Employer's discretion and shall not create an overtime situation in the week that they are taken.

20.02 Entitlement to Paid Holidays

a) Employees Working Less than Full-Time Hours

- i) Employees working less than full-time hours shall be entitled to paid holidays provided the employee has been on the payroll for at least thirty (30) calendar days prior to the holiday.
- ii) An eligible employee with a regular schedule of hours who has worked at least fifteen (15) of the thirty (30) calendar days prior to a paid holiday is entitled to a regular day's pay for the holiday.
- iii) An eligible employee who has worked irregular hours on at least fifteen (15) of the thirty (30) calendar days prior to a paid holiday is entitled to an average day's pay. The average day's pay shall be calculated by dividing the total wages earned in the thirty (30)-day period (excluding overtime) by the number of days worked.
- iv) An eligible employee who has worked fewer than fifteen (15) of the thirty (30) calendar days prior to a paid holiday is entitled to pro-rated holiday pay. Pro-rated statutory holiday pay is calculated by dividing the total wages earned in the thirty (30)-day period (excluding overtime) by fifteen (15).

b) Employees Working Full-Time Hours

To be entitled to payment for a holiday, a regular or seasonal employee working full-time hours shall have earned wages on at least five (5) of the thirty (30) calendar days before the holiday. Entitlement is based on a regular day's pay of eight (8) hours, (ten (10) hours for employees performing conference functions), exclusive of overtime.

20.03 Scheduled Work on a Paid Holiday

- a) If an eligible employee who works full-time hours works on a paid holiday, the employee shall be entitled to pay at one and one-half times (1½ x) the hours worked in addition to another compensating day off at a time mutually agreeable to the employee and the Employer.
- b) If an eligible employee who works less than full-time hours works on a paid holiday, the employee shall be entitled to pay at one and one-half times (1½ x) their regular rate in addition to any holiday pay entitlement described under 20.02 (a).

20.04 Compensation for a Paid Holiday falling on a Scheduled Day Off or Vacation

If a paid holiday falls during the annual vacation or scheduled day off of an eligible employee who works full-time hours, the Employer may declare that the working day immediately preceding or following the vacation or days off be that employee's designated paid holiday. There is no remuneration for the scheduled day off.

ARTICLE 21: VACATIONS

- 21.01 An employee may take earned vacation during the first six (6) months of employment with the written approval of the Employer.
- 21.02 Only earned leave may be taken except by special arrangement with the Employer.
- 21.03 Vacation entitlement for full-time employees is earned on a calendar year basis at the following rates and to be taken at a time convenient to the Employer and the employee:
- a) During the first year of employment, a full-time employee earns fifteen (15) days vacation leave per year with regular pay, pro-rated by the number of days worked in that year.
 - b) During the second, third and fourth year of employment, a full-time employee earns fifteen (15) days vacation leave per year with regular pay.
 - c) During the fifth, sixth, seventh, eighth and ninth year of employment, a full-time employee earns twenty (20) days vacation leave per year with regular pay.
 - d) During the tenth, through twelfth, years of employment, a full-time employee earns twenty-five (25) days vacation leave per year with regular pay.
 - e) During the 13th, through 14th years of employment, a full-time employee earns twenty-six (26) days vacation leave per year with regular pay.
 - f) During the 15th, through 16th year of employment, a full-time employee earns twenty-seven (27) days vacation leave per year with regular pay.
 - g) During the 17th, through 18th years of employment, a full-time employee earns twenty-eight (28) days vacation leave per year with regular pay.
 - h) During the 19th, through 20th years of employment, a full-time employee earns twenty-nine (29) days vacation leave per year with regular pay.
 - i) During the 21st, and subsequent years of employment, a full-time employee earns thirty (30) days vacation leave per year with regular pay.
 - j) Vacation credits shall be prorated for employees on layoff, or leave of absence which extends for more than one (1) month (except 18 weeks maternity leave) or receiving benefits under WorkSafe B.C. that exceed six (6) months. No vacation credits shall be accumulated while on Long Term Disability (LTD).

21.04 Vacation Scheduling Preference by Seniority

Vacation leave shall not normally be granted during the months of July and August. Employees shall have preference according to seniority with respect to annual vacations within their departments provided they file applications by October 30th of each year for vacations to be taken during the following year.

The Employer shall respond to these applications in writing by November 15th.

Applications filed outside these guidelines shall be answered in writing within two (2) weeks from receipt of application, with vacations being granted on a first-come, first-served basis. Applications for vacation time shall be in writing.

- 21.05 In granting vacation with pay to a full-time employee, the Employer shall, subject to the operational requirements, make every reasonable effort:
- a) not to recall an employee who has started vacation without his/her agreement.
 - b) to grant the employee vacation before the end of the second month following the year in which it is earned, if so requested.
 - c) to grant the employee vacation for at least two (2) consecutive weeks.
- 21.06 Vacation leave for a full-time employee cannot be carried over from year to year except that an employee entitled to three (3) weeks or more of vacation shall be entitled to bank up to a maximum of five (5) working days annual vacation. Banked vacation time shall not exceed five (5) working days.
- 21.07 Where during any period of vacation a full-time employee is hospitalized or granted bereavement leave, the period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date. The scheduling shall be at the discretion of the Employer. The Employer may require the employee to provide proof of illness or bereavement.
- 21.08 Annual vacation entitlement for part-time employees shall be equivalent to full-time employees on a pro rata basis (1 year = 2080 hours). At the employee's option the employee may choose to forego the vacation time and continue to receive a percentage in lieu of vacation on each pay cheque as the percentage corresponds to the full-time vacation entitlement.
- 21.09 Annual vacation entitlement for seasonal and casual employees shall be determined based on four percent (4%) of the employee's wages.
- 21.10 Where an employee dies or otherwise terminates employment, the employee or his/her estate shall be paid an amount equal to the earned vacation leave at the employee's current hourly rate.

ARTICLE 22: SICK LEAVE

22.01 Sick Leave Defined

Sick leave means the period of time an employee is unable to work due to illness, non-compensable injury, or exposure to a contagious disease.

22.02 Health Care Appointments

Employees are expected to book appointments with their doctors, dentists, etc. on their days off or outside of regular work hours. If this is not possible, time off for such appointments shall be taken against sick leave earned.

22.03 Accumulation of Sick Leave

Sick leave credits shall be earned at the rate of one and one-half (1 1/2) days for every month a full-time employee is employed. Part-time employees shall earn one and one-half (1 1/2) days for every 168 hours worked. Maximum sick leave credits to be accrued shall be one hundred and thirty (130) days. Sick leave credits shall not be earned while absent on LTD, or on WCB in excess of six (6) months. Sick leave credits shall not be earned while on unpaid leave of absence.

22.04 Family Care

When an employee must provide for the needs during illness of an immediate family member (as defined in Article 23.04 (a)), an employee shall be entitled to an unpaid leave of absence, or at the employee's option, to use accumulated sick leave to a maximum of 5 days per illness to care for the member of the family who is ill. The Employer may require proof of illness from a medical practitioner for a family member.

22.05 Supervisor Advised

Employees shall provide their Supervisor with as much notice as possible of their inability to work because of illness or injury. This shall normally mean that employees shall contact their Supervisor before the beginning of their shift.

22.06 Status and Notice of Return

Employees who are absent because of sickness shall contact their supervisor on a regular basis regarding the status of their condition and/or the anticipated date of return to work. Employees who have been absent from work due to illness or injury must provide sufficient notice to the Employer prior to their return to work.

22.07 Proof of Illness

The Employer may require an employee to obtain and submit proof of illness from a medical practitioner for any absence due to illness or injury. Proof of illness shall be submitted on a form provided by the Employer and available on the Employer's website. It is expected that the information provided by the medical practitioner shall have sufficient detail (e.g. expected date of return, specific limitations) to enable the Employer to schedule staff while the employee is absent and to support the employee upon his/her return to work.

22.08 Sick Leave During Layoff

When an employee is laid off, he/she shall not receive further sick leave for the period of such layoff, but shall retain his/her accumulated sick leave, if any existed at the time of such layoff.

22.09 Sick Leave Records

After the close of each calendar year, the Employer shall advise each employee in writing of the amount of sick leave he/she has accumulated and taken.

ARTICLE 23: LEAVE OF ABSENCE

23.01 General Leave

Full and part time employees may be granted leave of absence without pay and without accumulation of seniority when such requests are for good and sufficient cause. Full time employees shall have their length of service reduced upon their return by the length of their leave. Benefit coverage for full and part time employees shall continue as per Article 26, "Employee Benefit Plan", for employees who choose to pay 100% of premiums for the duration of the leave, as may be permitted by the Insurance provider. Such requests shall be in writing to the Employer and approval shall not be unreasonably withheld.

23.02 Unpaid Leave of Absence for Full-Time Union or Public Duties

- 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 the employee may be a candidate in federal, provincial, or municipal elections.
- b) An employee who is elected to public office shall be allowed leave of absence and will not accrue but will not lose seniority during his/her terms of office.
- c) An employee who is elected or selected for a full-time position with the Union or other trade union body with which the Union is affiliated, shall be granted leave of absence and shall not accrue but will not lose seniority for a period of one (1) year. Such leave shall be renewed each year, on request, during his/her term of office.
- d) In those cases where the Union pays an employee who is on unpaid leave, the Employer shall continue pay and benefits, and shall be reimbursed by the Union for such costs.

23.03 Leave of Absence for Union Functions

In addition to the leaves allowed under Article 23.02, at the request of the Union, and by mutual agreement between the Employer and the Union, leave of absence without pay and without loss of seniority shall 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 shall not be unreasonably withheld. In those cases where the Union pays an employee who is on leave, under this Article, the Employer shall continue pay and benefits, and shall be reimbursed by the Union for such costs. Such leaves shall be treated as paid leave for seniority purposes.

23.04 Bereavement Leave

- a) An employee shall be granted a minimum of five (5) regularly scheduled consecutive work days leave without loss of pay or benefits, in the case of death of a member of the employee's immediate family (spouse, common-law spouse, sister, brother, son, daughter, mother, father).
- b) An employee shall be granted a minimum of one (1) day without loss of pay or

benefits for other family members and close friends.

- c) In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, the Employer, on request, may grant additional bereavement leave, without pay.

23.05 Maternity, Parental and Adoption Leave

Maternity, Parental and Adoption Leave shall compare with the current Employment Standards Act, as may be amended from time to time. Such leaves shall be treated as paid leave for seniority purposes.

23.06 Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence to an employee who serves as juror or is called as a crown witness. The Employer shall pay the employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals, or other expenses. Such leaves shall be treated as paid leave for seniority purposes.

23.07 Continuing Education Leave

Continuing education leave may be granted by the Employer to employees for attendance at training programs, without loss of pay or benefits, where:

- a) the Employer is satisfied that the training will better enable the employee to carry out job responsibilities, and
- b) job demands, time available and other discretionary elements are comparable with the request.
- c) For employee-initiated training programs: Pre-approved hours shall be paid at an employee's regular rate of pay and are not subject to overtime.
- d) For non-mandatory Employer-initiated programs: Pre-approved hours shall be paid at an employee's regular rate of pay and are not subject to overtime.
- e) For mandatory Employer-initiated programs: Pre-approved hours shall be paid at an employee's regular rate of pay or overtime if applicable.

23.08 Student Leave

Student leave shall be granted to regular part-time employees with seniority who are attending an educational institution. Such leave shall not exceed ten (10) months.

23.09 Special Leave

The Employer may grant special leave to employees involved in emergency and/or critical situations where their immediate family or home is involved, or where such employees are involved in providing emergency services to the community. Leaves for emergency community service shall not normally exceed a total of four (4) hours per month. Special leaves shall be without loss of pay or benefits and are subject to the approval of the Executive Director or designate.

ARTICLE 24: PAYMENT OF WAGES AND ALLOWANCES

24.01 Pay Days

The Employer shall pay wages bi-weekly in accordance with the Schedule A. On each pay day each employee shall be provided with a pay stub itemizing his/her wages, overtime, and deductions.

The Employer shall make deductions from wages authorized by the employee, statute, court order, arbitration order or by this Agreement.

24.02 Vacation Pay

An employee may, upon giving at least six (6) working days notice to the Employer, receive on the last office day preceding commencement of his/her annual vacation an advance of approximately the net amount due on their next pay day.

24.03 Auto Allowance

As a condition of employment, the employee shall not be required to use his/her own vehicle for the business of the Employer. When transportation is required by the Employer and a Centre vehicle is not available the employee may, with the approval of the Employer, use his/her own vehicle and be reimbursed at the rate set by the Employer. The allowance shall not apply to travel between an employee's home and the Naramata Centre.

24.04 Pay on Temporary Transfer to a Position with a Lower Rate of Pay

Employees who are temporarily assigned, in accordance with the terms of this agreement, to a position with a lower rate of pay, shall continue to receive their higher rate of pay, provided the temporary assignment is not for more than five (5) working days.

ARTICLE 25: JOB EVALUATION

25.01 Position Descriptions

The Employer shall produce and maintain current position descriptions for all positions within the bargaining unit. Position descriptions shall be prepared in consultation with affected employees and the Union. The Union shall have thirty (30) calendar days to present their written objection to any position description. Completed position descriptions and job evaluations shall be signed by both parties with a copy distributed to each party. Position descriptions and job evaluation files shall be readily accessible to both parties.

25.02 No Elimination of Classifications

Existing classifications shall not be eliminated without prior agreement with the Union.

25.03 Changes in Classification

The Employer shall prepare a new position description whenever a position is created or whenever significant duties of a position change. When the duties of any position are changed or increased, or when the Union and/or an employee feels a position has not been fairly or correctly evaluated, or when a new position is created, the rate of pay shall be subject to review by the job evaluation plan. If the parties are unable to agree on the rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the employee or the date of change in duties.

25.04 Special Projects

When the Employer requires special projects to be completed which do not fall within an existing position description the rate of pay for such position shall be subject to negotiation between the Union and the Employer. If the parties are unable to agree on the rate of pay such dispute shall be submitted to grievance and arbitration for determination. The new rate shall become retroactive to the time the work began.

25.05 Timing of Job Evaluations

All new classifications shall be subject to review by the CUPE Job Evaluation Plan within six (6) months of their creation. Twenty-five percent (25 %) of all classifications shall be evaluated annually.

ARTICLE 26: EMPLOYEE BENEFIT PLAN

Group insurance benefits, underwritten by a national insurance carrier as defined and limited in the literature provided by our insurance company, and a Group Registered Retirement Savings Plan (RRSP) shall be provided for all eligible employees. Regular and seasonal employees who work at least twenty-four (24) hours per week, based on an annual average if permitted by the Insurance Provider, and who have been employed for at least three (3) months are eligible, except as provided under 26.02 (b). Participation in the group plan is a condition of employment.

26.01 The premium for the following benefits shall be shared equally by the Employer and employee, 50% paid by the Employer and 50% paid by the employee.

- a) Extended Health Insurance – Each eligible employee shall be enrolled in the Extended Health Insurance plan as described in the current Benefits Booklet. Employees who have spousal coverage may choose to opt out of this coverage.
- b) Dental Insurance – Each eligible employee shall be enrolled the Dental Insurance plan as described in the current Benefits Booklet. Employees who have spousal coverage may choose to opt out of this coverage.
- c) Accidental Death and Dismemberment Insurance – AD&D insurance shall be provided for each eligible employee as part of the Group Insurance Plan, in the amount specified in the Benefits Booklet.

- d) Group Life Insurance – Group Life Insurance shall be provided for each eligible employee in the amount of \$50,000.

26.02 BC Medical Services Plan

- a) Each eligible employee shall be enrolled in the BC Medical Services Plan. The premium shall be shared by the Employer and employee. For employees in positions at Levels 1 to 4 (inclusive) the Employer shall pay 75% of the premium, and the employee shall pay 25%. For employees in positions at Levels 5 to 9 (inclusive), the Employer shall pay 50% of the premium and the employee shall pay 50%.
- b) Effective the month following the ratification of this Agreement, all regular employees shall be enrolled in the BC Medical Services Plan. The Employer shall pay 100% of the premiums of this plan. The Employer shall reimburse employees for premiums they have paid between April 1, 2010 and the month following ratification.

26.03 The premium for the following benefit shall be paid 100% by the employee.

- a) Long Term Disability – Each eligible employee shall be enrolled in a Long Term Disability Insurance Plan as described in the current Benefits Booklet.

26.04 The premium for the following benefit shall be paid 100% by the Employer.

- a) Employee and Family Assistance Program - All eligible employees shall be provided with access to an Employee and Family Assistance program which offers short term counseling, information and referral services to assist employees with any personal problem that may affect their family life, work life or general well-being.

26.05 The Parties agree that any amendment to any of the above-mentioned insurance plans shall be by mutual agreement. Any premium changes shall be processed immediately as of the effective date of such change.

26.06 Group RRSP Contributions

- a) The parties agree to participate in a Group Registered Retirement Savings Plan for all eligible employees, with the Employer contribution level at 7.50% of earnings, and the employee's contribution level at 4.5% of earnings. Contributions shall be submitted bi-weekly within seven (7) days of the pay period.
- b) Effective April 1, 2011, the Employer contribution level to the Group RRSP shall increase to 10% of earnings.

26.07 Coverage During Layoff – In the event of a layoff of an eligible employee, the following benefits shall be continued for a period of two (2) months from the day of layoff, if permitted by the Insurance Provider, with the premiums paid 100% by the Employer: BC Medical Services Plan, Extended Health, Dental and Life Insurance. (Accidental Death and Dismemberment and Long Term Disability shall not be continued.) An employee may also have the option, if permitted by the insurance

provider, of continuing Group Life Insurance, BC Medical, Extended Health and Dental insurance, for an additional four (4) months by paying the full cost of these specific benefits and making this request in writing to the Insurance Provider.

26.08 Termination of Insurance

Benefits shall terminate when:

- a) an employee fails to make an agreed contribution of premium when due, or
- b) an employee is no longer eligible, or
- c) an employee's employment ends, except as provided under 26.07.

ARTICLE 27: HEALTH & SAFETY

27.01 Cooperation on Safety

The Union and the Employer shall cooperate in promoting and improving rules and practices which promote an occupational environment which will enhance the physical conditions of employees and which will provide protection from factors adverse to employee health and safety.

27.02 Compliance with Health and Safety Legislation

The Employer shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice to be improved upon by agreement of the Joint Health and Safety Committee or negotiations with the Union.

27.03 Joint Health and Safety Committee

A Joint Health and Safety Committee shall be established which is composed of two (2) Union and two (2) Employer members. The Joint Health and Safety Committee shall hold meetings once every month per WorkSafe B.C. requirements, or more frequently if required, for considering, monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the Employer and Union. An alternate shall be elected to ensure the Union is represented at each meeting.

Details of health and safety accidents at the work site shall be provided to the Joint Committee. All records, reports and data provided to and by the Worker's Compensation Board and other Government departments and agencies shall be provided to the members of the Joint Committee.

27.04 Joint Health and Safety Committee Pay Provisions

Time spent by members of the Committee in Joint Health and Safety meetings shall be without loss of regular pay.

27.05 Access to the Workplace

During an inspection by a regulatory body, a Union and a Management representative of the Joint Health & Safety Committee shall be invited to join the inspection. If such members are not available, an alternate can be selected.

27.06 Health and Safety Clothing, Tools, Equipment and Protection

The Employer shall provide all employees working in any unsanitary or potentially hazardous jobs with all the necessary tools, protective equipment and clothing required by WorkSafe B.C. These shall be maintained and replaced, where necessary, at the Employer's expense.

27.07 Right to Refuse or Stop Unsafe Work

- a) An employee shall not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that employee has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.
- b) An employee who refuses to carry out a work process or operate a tool, appliance or equipment shall immediately report the circumstances of the unsafe condition to his/her supervisor or the Employer.
- c) A supervisor or the Employer, upon receiving a report made under b) shall immediately investigate the matter and:
 - (i) ensure that any unsafe condition is remedied without delay, or
 - (ii) if in his or her opinion the report is not valid, shall so inform the employee who made the report.
- d) If the procedure under c) does not resolve the matter and the employee continues to refuse to carry out the work process or operate the tool, appliance or equipment, the supervisor or Employer shall investigate the matter in the presence of the employee who made the report and in the presence of a Union representative or Union member of the Joint Health and Safety Committee.
- e) If the investigation under d) does not resolve the matter and the employee continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the supervisor, or the Employer, and the employee shall immediately notify a WorkSafe B.C. representative, who shall investigate the matter without undue delay and issue whatever orders are deemed necessary.
- f) An employee shall not be subject to disciplinary action because the employee has acted in compliance with 27.07 or with an order made by a WorkSafe B.C. representative.
- g) Temporary assignment to alternative work at no loss in pay to the employee until the matter in 27.07 is resolved is deemed not to constitute disciplinary action.

27.08 Training

- a) No employee shall be required to work on any job or operate any piece of equipment until he/she has received training and instruction.
- b) The Employer shall make available to a sufficient number of employees the opportunity to attend properly accredited courses in occupational first aid, food safety, and WHMIS as required by health and safety legislation and regulations. Time spent attending such courses shall be at no cost to the employees and shall be considered as regular time worked.

27.09 Health and Safety Grievance

Disputes arising over the interpretation, administration or application of this article shall be addressed in accordance with Article 12, "Grievances".

27.10 First Aid Stations

The Employer shall supply and maintain first aid stations and kits as required by occupational health and safety legislation.

27.11 Polio, Tetanus, Hepatitis B and Other Necessary Immunization

When advised by Medical Authorities the Employer agrees to pay for inoculation of employees who regularly work on sewer cleaning, refuse collection and disposal, animal control (dogs, rodents, birds, etc.) and operations offering similar access to disease.

ARTICLE 28: SIGNIFICANT CHANGE

28.01 If the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees of the bargaining unit;

- (a) the Employer shall give notice to the Union at least sixty (60) days before the date which the measure, policy, practice or change is to be effected, and
- (b) after notice has been given, the Employer and the Union shall meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting any of the following:
 - i) consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions of this Agreement;
 - ii) human resource planning and employee counseling and retraining;
 - iii) notice of termination;
 - iv) severance pay;
 - v) entitlement to pension and other benefits including early retirement benefits;
 - vi) a bipartite process for overseeing the implementation of the adjustment plan.

28.02 If, after meeting in accordance with 28.01, the parties have agreed to an adjustment plan, it shall be enforceable as if it were part of this Agreement.

- 28.03 (a) If, after meeting in accordance with Article 28.01, the parties are unable to agree to an adjustment plan, the dispute shall be resolved in accordance with Article 12, "Grievances" and Article 13, "Arbitration". Steps 1 and 2 of the grievance procedure may be bypassed.
- (b) Prior to submitting the dispute to arbitration, the parties shall retain the services of a mediator to assist the parties in resolving the dispute.

ARTICLE 29: JOB SECURITY

29.01 Contracting Out

- a) The Employer shall only contract out work currently performed by regular employees if there are good business reasons to do so. If such contracting out is considered and if such contracting out would result in the layoff of any regular employee the Employer shall first consult with the Union on alternative solutions that may be available, and shall provide the Union with any readily available costs and other pertinent information concerning the work in question prior to the call for tender.

If the Union is not satisfied with the validity of the business reasons or agreement cannot be reached in regard to any alternative solutions within ten (10) working days the matters may be referred to arbitration under 13.10, "Expedited Arbitration", by either party.

- b) If regular employees will be laid off as a result of contracting out, these employees shall be given at least two (2) months notice of the change, following agreement as in (a) above or at the time the matter is referred to arbitration. These employees shall have bumping rights as defined in this Agreement and the Employer shall also take reasonable steps to assist the regular employees affected by the contracting out.

Regular employees ultimately terminated as a result of contracting out shall be entitled to severance pay of two (2) normal weeks' wages for the first year of service and one (1) normal weeks' wages for every additional year of service.

ARTICLE 30: GENERAL CONDITIONS

30.01 Accommodation for Meals and Changing

Accommodation shall be provided for employees to eat their meals and store and change their clothes, if necessary.

30.02 Work Clothing or Uniforms

If the Employer requires the employee to wear a uniform or special apparel, the Employer shall provide, launder and repair these items.

30.03 Allowance for Tools

The Employer shall supply all tools and equipment required by employees in the performance of their duties.

30.04 Union Space

In order that the Union can properly represent the employees in labour management relations, the Employer shall permit the Union to use a space on the premises. There shall be no extra cost to the Employer for the use of such space.

30.05 Union Education

The Employer recognizes that education is a continuing process. Accordingly, the Employer shall allow the Union to sponsor education functions such as seminars, workshops and lectures to be held on the Employer's premises; and where appropriate and mutually agreed, such training may be attended by Union employees and Employer representatives.

30.06 Union Bulletin Boards

The Employer shall provide two (2) bulletin boards in appropriate areas of the work site upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the Employees.

ARTICLE 31: VOLUNTARY SEVERANCE

31.01 The Employer may offer voluntary severance packages to employees on a case-by-case basis, with the involvement and representation of the Union. Employees who accept a voluntary severance package shall terminate their employment and relinquish any rights to recall.

31.02 If an employee declines a voluntary severance package, the Union shall provide the reasons for the decline in writing to the Employer.

ARTICLE 32: CONTINUATION OF ACQUIRED RIGHTS

32.01 All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate or disallow any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence. In such an event this Agreement shall be reopened for negotiation. If there is no agreement between the parties on this issue, the matter shall be resolved by arbitration in accordance with Article 13, "Arbitration".

ARTICLE 33: COPIES OF AGREEMENT

33.01 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason every employee shall have a copy of this agreement. The Union shall print and coil bind sufficient copies of the Agreement for each employee within thirty (30) working days of signing.

ARTICLE 34: TERM OF AGREEMENT

34.01 This Agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from April 1, 2010 to March 31, 2014, and thereafter from year to year unless either party to this Agreement gives notice to commence collective bargaining in accordance with the provisions of the Labour Relations Code.

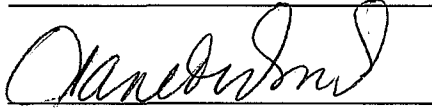
Schedule A

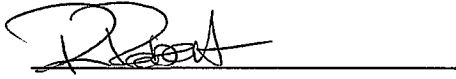
Position Title	Total Points	Points Range	Pay Level		Apr. 1 2010	Apr.1 2012	Apr. 1 2013**						
* Office Assistant	53	up to 65	1	①	\$11.16	\$11.56	\$11.96						
Assistant Housekeeper	47												
Assistant Custodian	54				\$13.65	\$14.05	\$14.45						
Kitchen Assistant	57												
◆ Cooks Assistant		66 to 80	2	②	\$14.79	\$15.19	\$15.59						
Office Assistant	68												
Bookstore Assistant	71												
◆ Housekeeper	87	81 to 95	3	②	\$15.92	\$16.32	\$16.72						
◆ Campaign Clerk													
Children's House Assistant	97	96 to 110	4	②	\$17.06	\$17.46	\$17.86						
Conference Assistant	108												
Fourth Cook	103												
Office Assistant - FWS Registrar	104												
Office Assistant - Summer Registrar	104												
Campaign Assistant	108												
Marketing Assistant	108												
Program Assistant	108												
Third Cook	123							111 to 125	5	②	\$18.21	\$18.61	\$19.01
Facilities Staff - Grounds	113												
Facilities Staff - Buildings	113												
Custodian Attendant	123												
◆ Custodian	119												
Children's House Coordinator	120												
Head Housekeeper	117												
Bookkeeper & HR Assistant	130	126 to 140	6	②	\$19.33	\$19.73	\$20.13						
Program Resource Staff	134												
Second Cook	133												
(currently no positions in this Pay Grade)		141 to 155	7	②	\$20.47	\$20.87	\$21.27						
First Cook	156	156 to 170	8	②	\$21.61	\$22.01	\$22.41						
Office Supervisor	157												
Cleaning Services Supervisor	176	171 to 185	9	②	\$22.74	\$23.14	\$23.54						
Conferences Supervisor	173												
Facilities Supervisor	173												
Food Services Supervisor	176												

Notes:

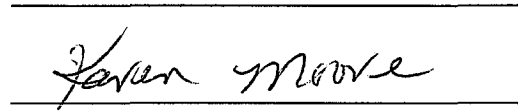
- ① Starting Wage is in effect until completion of 480 hours worked.
- ② Regular and Seasonal Employees (Full-Time and Part-Time) receive 5% less during probation period
- ** \$0.40 per hour increase - to be adjusted by % annual increase to BC-CPI (as of Dec 2012) if greater.
- * Job Evaluation to be completed
- ◆ Unfilled and therefore not evaluated

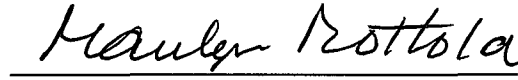
**SIGNED ON BEHALF
OF THE EMPLOYER:**

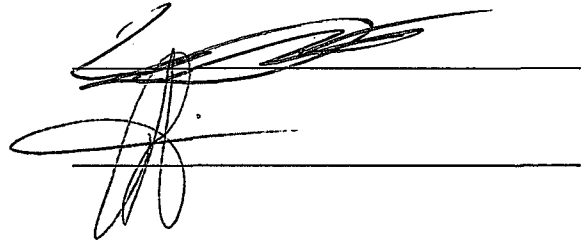




**SIGNED ON BEHALF
OF THE UNION:**







Dated: August 24, 2010

**LETTER OF UNDERSTANDING
BETWEEN
NARAMATA CENTRE SOCIETY
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 608**

RE: ALBERTA HALL CHAPLAIN POSITIONS

The parties agree that the position of Alberta Hall Chaplain shall be excluded from the Union membership.

Management's position on these positions at Naramata Centre is that this person shall be excluded from union membership for the following reasons:

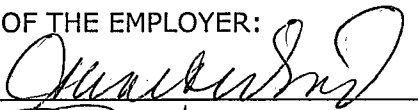
- Each year Naramata Centre invites an Alberta Hall Chaplain, approximately 25-30 years of age, who is a college or university student, to participate in the Centre's Summer Programming during July and August. Traditionally, this position is filled by a member of a church congregation or other faith communities, who have had past involvement at Naramata Centre, or at other similar learning Centres or church camps. He/she is invited to the Centre because of his/her commitment to be involved in a Christian faith community and to gain further skills in this ministry.
- The Centre enters into a covenant with the student whereby it provides training and ongoing supervision in leadership development and Christian education within the framework of these job descriptions. Rates of pay for this position shall be classified on a fair and equitable basis as related to the Union classification table, or less as part of their training program. This supervised training and work experience is an essential component in his/her education and development and leads to further work with young people in local congregations, communities and other fields of Christian ministry.


The parties agree that in order for the Alberta Hall Chaplain position to be excluded from Union membership, the following conditions shall be met:

- This position shall not perform any functions that might be considered work of our present services staff. If it were pointed out by the Union that this was not the case, the Chaplain would be asked to drop that particular function.
- Any changes to the current job descriptions shall be reviewed by the Union.
- This position shall be subject to annual review by the Union and Management to determine the continued exclusion from Union membership.

In the event of any job actions by the Union, the Employer agrees that the chaplain shall not perform work normally carried out by a Union member.

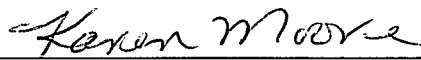
SIGNED ON BEHALF
OF THE EMPLOYER:

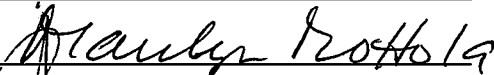


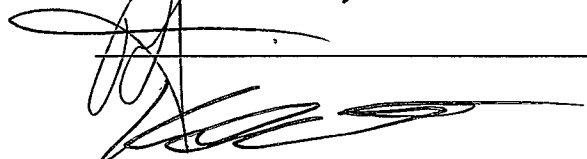


Dated: *August 29, 2010*

SIGNED ON BEHALF
OF THE UNION:







**LETTER OF UNDERSTANDING
BETWEEN
NARAMATA CENTRE SOCIETY
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 608**

RE: CHILDREN AND YOUTH STAFF

The parties agree that the Children and Youth Staff shall be excluded from Union membership.

Management's position on Children and Youth Staff at Naramata Centre is that these students shall be excluded from union membership for the following reasons:

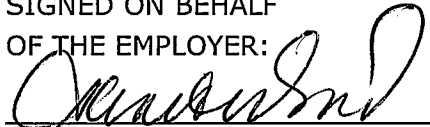
Each year Naramata Centre invites about 22 young people, approximately 17 to 23 years of age, most of whom are high school, college or university students, to participate in the Centre's Children and Youth Program during the summer months. Traditionally, these students are members of a church congregation or other faith community, and have had past involvement at Naramata Centre, or at other similar learning Centres or church camps. They are invited to the Centre because of their commitment to be involved in a Christian faith community and to gain further skills in this ministry.


The Centre enters into a covenant with the students whereby it provides training and ongoing supervision in leadership development and Christian education and pays the students minimum wage (minus a nominal fee for room and board). The students provide a program of experiential Christian education for the children and youth who are participants in the Centre's summer program. For many of the students, this supervised training and work experience is an essential component in their education and development and leads to further work with young people in local congregations, communities and other fields of Christian ministry.

It is our intention that these summer students shall perform no functions that might be considered work of our present services staff. If it were pointed out by the Union that this was not the case, we would ask the summer students to drop that particular function.

In the event of any job actions by the Union, the Employer agrees that these students shall not perform work normally carried out by a Union member.

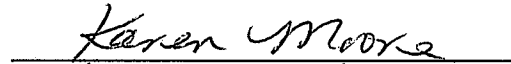
SIGNED ON BEHALF
OF THE EMPLOYER:




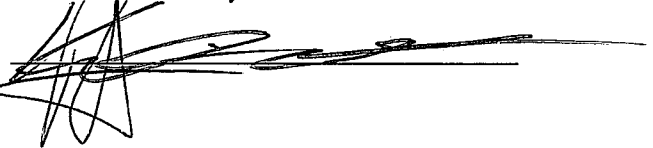


Dated: *August 29, 2010*

SIGNED ON BEHALF
OF THE UNION:







**LETTER OF UNDERSTANDING
BETWEEN
NARAMATA CENTRE SOCIETY
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 608**

RE: PRACTICUM STUDENTS

The parties to this Agreement agree to the following terms for the placement of Practicum Students at Naramata Centre.

As a Centre of learning and professional development, it is recognized that Naramata Centre offers an important place of experiential learning for students in a variety of fields. From time to time, Naramata Centre has an opportunity to receive and support Students for a specified period of time for Practicum placements. Such placements grow out of our relationships with related organizations. It is recognized that there is mutual benefit in hosting a Practicum Student.

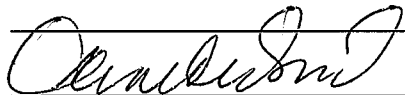
The Employer agrees to provide advance notice to the Union of the placement of Practicum Students at Naramata Centre. It is understood and agreed that Naramata Centre shall provide supervision, reasonable working conditions and support to Practicum Students during their placement at the Centre.

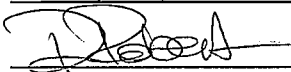
It is understood that Practicum Students have no rights under this Collective Agreement and further cannot make any claims against the Union.

The parties agree that the work of Practicum Students shall not reduce the hours of work or result in the layoff of any member(s) of the Canadian Union of Public Employees. Practicum Students shall not perform any functions that might be considered work of our present services staff. The parties further agree that the use of Practicum Students shall not in any way affect any classification(s) or pay rates as set out in this Collective Agreement.


The parties agree that, should a dispute arise in regards to this Letter of Understanding of the interpretation thereof, either party may refer the dispute to Article 12 of the Collective Agreement.


SIGNED ON BEHALF
OF THE EMPLOYER:

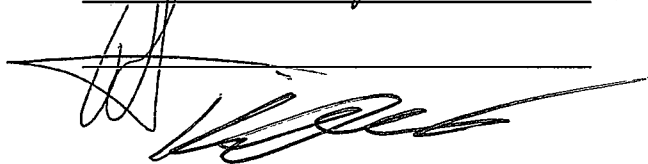




SIGNED ON BEHALF
OF THE UNION:







Dated: August 29, 2010

**LETTER OF UNDERSTANDING
BETWEEN
NARAMATA CENTRE SOCIETY
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 608**

RE: BOOKSTORE

The Parties of this Agreement recognize that the position of Bookstore Manager held by Barb McFadyen-Smuin is excluded from Union membership.

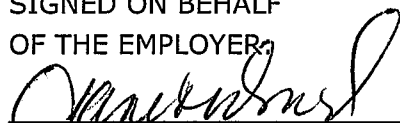
It is understood that this position was excluded from the Union membership at the time of the Unionization in 1995. The essential terms of the partnership agreement between Naramata Centre Society and the Bookstore Manager have remained unchanged since that time.


The Bookstore Manager works in partnership with Naramata Centre Society to offer the ministry of the Mustard Seed Bookstore. Naramata Centre Society provides guidance to ensure that the ministry is integrated into the Centre's overall mission and future directions. The Centre provides the physical space and equipment required for the Bookstore, and carries the cost of inventory. The Bookstore Manager provides vision, direction and expertise for the operation of the Bookstore. The net income of the Mustard Seed Bookstore is shared between the Bookstore Manager and the Naramata Centre Society based upon the terms of the partnership agreement.

The Parties agree that the Bookstore Manager shall remain excluded from the Union while Barb holds this position. The inclusion or exclusion of the replacement for this position shall be by mutual agreement.

Any employee hired to assist Barb, shall be a member of the Bargaining Unit.


SIGNED ON BEHALF
OF THE EMPLOYER:




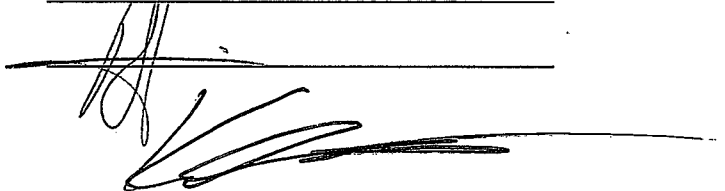


Dated: August 24, 2010

SIGNED ON BEHALF
OF THE UNION:







**LETTER OF UNDERSTANDING
BETWEEN
NARAMATA CENTRE SOCIETY
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 608**

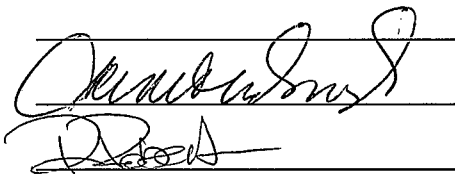
RE: VOLUNTEERS FOR CAPITAL PROJECTS

The use of volunteers directly related to Capital Projects shall be limited to planned capital projects set out by the Employer.

Department supervisors shall be involved in the planning of projects that will impact the maintenance of their areas.

In the event of any job actions by the Union, the Employer agrees that these volunteers shall not perform work normally carried out by the Union Members.

SIGNED ON BEHALF
OF THE EMPLOYER:



Dated: August 29, 2010

SIGNED ON BEHALF
OF THE UNION:

