

***REGIONAL DISTRICT OF
FRASER-FORT GEORGE***

***COLLECTIVE AGREEMENT
WITH
CUPE, LOCAL NO. 1699***

**FOR THE PERIOD
JANUARY 1, 2022 TO DECEMBER 31, 2024**

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THIS AGREEMENT WAS MADE ON THE 28TH DAY OF MARCH 2023

**BETWEEN: THE REGIONAL DISTRICT OF FRASER-FORT GEORGE
(Hereinafter called “the Employer”)**

PARTY OF THE FIRST PART

**AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 1699
(Hereinafter called “the Union”)**

PARTY OF THE SECOND PART

ARTICLE I – INTERPRETATION

1.01 GLOSSARY

In this Agreement, unless the context otherwise requires:

“Administrator” means the Administrator of the Regional District, or the Administrator’s delegate.

“biweekly” mean two (2) consecutive calendar weeks that fall under one (1) pay-period.

“bargaining unit” means the group of employees who are collectively represented by the Union.

“calendar day” means a twenty-four (24) hour period.

“call out” means a change of shift with less than twenty-four (24) hours’ notice.

“casual employee” means an employee who works irregular hours on an as-needed basis with no guarantee of shifts in a seven (7) day period.

“change of shift” means any addition or deletion of shifts or of hours of work and can include adjustments of shift start and/or end times, moving a shift to an unscheduled day of work or scheduling an employee to work on an unscheduled day of work.

“days of rest” means two designated consecutive days an employee is not scheduled a shift in a seven (7) day period.

“emergency” means an unforeseen situation or set of circumstances which, if not acted upon without delay, could reasonably be expected to result in personal injury.

“full-time employee” means an inside worker who is scheduled to work thirty six and one-quarter (36.25) hours in a seven (7) day period or an outside worker who works forty (40) hours in a seven (7) day period.

“grant-assisted employee” means an employee whose wages are subsidized by the Provincial or Federal Government.

“grievance” means any difference arising out of the interpretation, application, administration or alleged violation of this Agreement, or a case where the Union believes that the Employer has acted unjustly, improperly, or unreasonably.

“lay off” means the period of time for which there is a temporary interruption of employment by the Employer.

“medically responsible” means an employee who is appointed as a representative in a representation agreement in the *Representation Agreement Act* of British Columbia.

“overtime” means the time worked beyond an employee's daily or weekly hours of work or outside hours of work pursuant to **Article 13.01 – Hours of Work**.

“part-time employee” means an inside worker who works a schedule up to thirty-six and one-quarter (36.25) hours in a seven (7) day period or an outside worker who works a schedule up to forty (40) hours in a seven (7) day period.

“permanent employee” means an employee whose term of employment has no specified duration or termination date.

“probationary employee” means a newly hired employee who has not yet completed their probation period.

“regular employee” means an employee who is not a probationary employee.

“resignation” means an employee's employment with the Employer has been ended by the employee.

“seniority” means the length of accumulated regular scheduled hours with the Employer while part of the bargaining unit, including all approved leaves of absence with the exception of absences approved under Articles 18.07 and 18.10.

“shift” means a period of work or duty scheduled within a **working day**.

“sick leave” means the period of time that an employee is absent from work with full pay by virtue of being sick, disabled, or quarantined and includes approved time off for visits to a physician, dentist, chiropractor, or other licensed medical practitioner or because of an accident for which compensation is not payable under provincial workers' compensation legislation.

“spouse” means a person to whom the employee is legally married and legal common-law spouse shall be recognized as equivalent to spouse in any part of this collective agreement where the term “spouse” is used, including relationships pertaining thereto.

“supervisor” means an employee, either inside or outside the Bargaining Unit, to whom another employee reports directly on a regular basis.

“temporary employee” means an employee whose term of employment has a specified duration or termination date.

“termination” means an employee's employment with the Employer has been ended by the Employer.

“unscheduled days of work” means any days in addition to days of rest where an employee is not scheduled a shift in a seven (7) day period.

“working day” means a day for which an employee receives pay from the Regional District.

1.02 INCLUSION

Employees in the Collective Agreement will be referred to as their/them.

1.03 MUTUALLY AGREED CHANGES

Any mutually agreed changes to this Agreement shall form part of this Agreement and are subject to the grievance and arbitration procedures.

ARTICLE 2 – GENERAL CONDITIONS

2.01 CORRESPONDENCE

All correspondence between the parties hereto, arising from or incidental to this Agreement, shall pass between the Administrator of the Employer and the President of the Union or their delegates.

2.02 REPRESENTATIVES OF CANADIAN UNION OF PUBLIC EMPLOYEES

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

2.03 TECHNICAL INFORMATION

The Employer shall make available to the Union, upon written request, information such as job descriptions, job classifications, wage rates, and costs of benefit plans. The Union recognizes the right of the Employer to undertake confidential studies of personnel or bargaining related matters at its own expense and to withhold such studies from the Union.

2.04 EMERGENCY SERVICES

The parties agree to provide services of an emergency nature in the event of a strike or lock-out involving the Union and the Employer.

2.05 PERSONNEL FILE

As soon as possible, and no later than **seventy-two (72) hours** after an employee’s written request, an employee shall have the right to access and review **their** personnel file.

Any disagreement as to the accuracy of information contained in the file may be subject to the grievance procedure and the eventual resolution thereof shall become part of the employee’s file.

No information from the employee’s personnel file, of which the employee was not aware at the time of filing, may be introduced in any hearing. Compliance with Article 9.03 shall provide

confirmation of employee awareness. Employees shall have the right to have copies made of any material contained in their file.

Employees may apply in writing to have material of an adverse or disciplinary nature removed from their personnel files after a period of time equivalent to twenty-four (24) months of full-time employment, provided no further material of an adverse or disciplinary nature is added within that period. Approval of such a request shall not be unreasonably withheld.

2.06 HARASSMENT/HUMAN RIGHTS

The Employer agrees that an employee has the right to work without being subjected to any harassment or discrimination. The Employer has Human Rights Policy to address personal harassment/human rights issues in the workplace. **The parties agree to abide by all applicable Human Rights, WorkSafe BC, or other legislation related to bullying, harassment, and discrimination.** Any complaints of harassment or discrimination may be grieved commencing at Step 3 of the Grievance Procedure in accordance with Article 7.

2.07 BULLETIN BOARDS

The Employer shall provide **access to both physical and virtual** bulletin boards upon which the Union shall have the right to post notices concerning Union business. The location of the bulletin board shall be determined by mutual agreement.

2.08 MEETING ACCOMMODATION

The Employer agrees to provide accommodation on the Employer's premises for Union meetings provided it does not jeopardize or unduly interfere with the Employer's operations.

2.09 PROBATION FOR NEWLY HIRED EMPLOYEES

Newly hired employees shall be placed on probation for a period of sixty (60) working days or six (6) calendar months, whichever is less, excluding lay offs. Upon completion of the probationary period, such employees shall be granted seniority effective from the original date of employment.

The probation period may be extended by mutual agreement between the Employer and the Union.

2.10 RIGHT TO REFUSE TO CROSS PICKET LINES

All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the *Labour Code of British Columbia* or the *Canada Labour Code*. Any employee failing to report for duty in such circumstances shall be considered to be absent without pay. Refusal to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 RIGHT TO MANAGE

The Union recognizes the right of the Employer to operate and manage the Regional District in accordance with its commitments and responsibilities and to make and alter, from time to time, rules and regulations to be observed by employees provided that such rules and regulations are not contrary to any provision of this Agreement. Without limiting the generality of the foregoing the Union recognizes the right of the Employer to hire, assign, discipline and discharge employees for proper cause.

ARTICLE 4 – UNION RECOGNITION

4.01 RECOGNITION OF UNION

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all of its employees save and except those excluded by the Labour Relations Board of British Columbia and hereby agrees to negotiate with the Union or any of its authorized committees concerning all matters affecting the relationship between parties, aiming towards a peaceful and amicable settlement of any difference that may arise between them.

4.02 NO OTHER AGREEMENTS

No employee within the bargaining unit shall be required or permitted to make written or verbal agreement with the Employer or any of its representatives which conflicts with the terms of this Agreement.

4.03 ALL EMPLOYEES TO BE MEMBERS

Except as otherwise provided herein all employees, as a condition of continued employment, shall become and remain members in good standing of the Union according to its constitution and bylaws, **upon** commencing employment.

4.04 REFUSAL OF MEMBERSHIP

An employee whose Union membership is terminated or whose application for Union membership is rejected shall not, for those reasons alone, be subject to discharge from employment but shall nonetheless be required to pay to the Union, through check-off, an amount equal to Union dues and assessments.

4.05 CHECK-OFF PAYMENT

The Employer shall deduct from every employee any monthly dues, initiation fees or assessments levied in accordance with the Union constitution and bylaws effective from the date of joining the Union. The Union shall notify the Employer of the rates it has established for the above purposes prior to implementation.

4.06 DEDUCTIONS

Deductions shall be made from each payroll and forwarded, no later than ten (10) calendar days afterward, to the Secretary-Treasurer of the Union together with two (2) copies of the list showing names and classifications of those employees from whom the deductions have been made.

4.07 NEW EMPLOYEES

The Employer agrees to acquaint new employees, at the time of appointment, with the fact that this Agreement is in effect. New employees shall be presented with a copy of this Agreement, application for Union Membership Card and Dues Deduction Authorization Card by the Employer upon commencement of employment.

A Union Executive member shall have the opportunity to meet with new employees for a period of 30 minutes upon commencement of employment in order to acquaint new employees with the policies and procedures of the Union.

The Employer shall schedule one (1) meeting within two (2) weeks of commencement of employment for new unionized staff where the Union will have the opportunity to meet with new employees. Wherever possible these meetings should be delivered by a local Union Executive member, in a group session and utilize virtual meeting platforms. These meetings shall not impact operational needs of the department(s).

The meetings shall occur during working hours without loss of remuneration.

4.08 COPIES OF AGREEMENT

The Union and the Employer desire all employees to be familiar with the provisions of this Agreement and with their rights and obligations under it. For this reason the Employer shall provide, at its own expense, a copy of this Agreement to each employee within thirty (30) days of signing.

4.09 REPRESENTATION

No employee shall undertake to represent the Union at meetings with the Employer without proper authorization. In order that this may be carried out the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with the names of its supervisory personnel with whom the Union may transact business.

4.10 NO DISCRIMINATION

The parties agree to abide by all applicable Human Rights, WorkSafe BC, or other legislation related to discrimination. There shall be no discrimination, with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, lay off, recall, classification, discipline, discharge, or otherwise by reason of race, creed, age, colour, national origin, political or religious affiliation, sex or marital status, nor by reason of their membership in a trade union, except as provided in this Agreement.

ARTICLE 5 – LABOUR MANAGEMENT COMMITTEE

5.01 COMPOSITION OF COMMITTEE

In the interest of good relations, a Labour Management Committee shall be appointed **by the parties** consisting of two (2) representatives of the Union and they must be members of the **Union Executive** and two (2) representatives of the Employer. Each party shall appoint two (2) alternates. Each party will notify the other in writing of its appointees to this Committee. The Committee shall meet as required by either party.

Union **executive** representatives on the Committee shall have the privilege of attending Committee meetings during working hours without loss of remuneration.

5.02 PURPOSE OF COMMITTEE

The purpose of the Labour Management Committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work-related skills and to promote workplace productivity.

The Committee shall enjoy the full support of both parties in the interest of improved service to the public, health and safety, and job security for the employees and shall concern itself with:

- (a) constructive criticism of all activities so that better relations shall exist between the Employer and its employees;
- (b) extending and improving service to the public;
- (c) reviewing suggestions from employees and the Employer related to performance of work, operational problems, hours of work, working conditions and service, other than grievances concerned with service; and
- (d) correcting conditions causing grievances and misunderstandings.

5.03 COMMITTEE RECOMMENDATIONS

All Committee recommendations shall be referred to the Administrator for consideration by the Employer and to the President for consideration by the Union. 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 its discussions.

5.04 TIME OFF FOR MEETING

Union representatives on the Committee who are employed by the Employer shall have the privilege of attending Committee meetings during working hours without loss of remuneration.

Union representatives will provide a minimum of two (2) working days' notice to their supervisor of their attendance of a Committee meeting.

ARTICLE 6 – BARGAINING COMMITTEE

6.01 BARGAINING COMMITTEE

A CUPE Bargaining Committee shall be elected. The Bargaining Committees shall consist of not more than four (4) authorized representatives of each party. At least one (1) of each party's representatives shall be an employee of the Employer and the Employer's representatives shall not be members of the Union. The parties will advise each other of their representatives as early as possible prior to the commencement of collective bargaining. Each party may change its representatives at any time but shall give one (1) day of notice to the other party before recognition is required.

6.02 FUNCTION OF BARGAINING COMMITTEE

All matters of mutual concern pertaining to collective bargaining shall be referred to the Bargaining Committee for discussion and possible settlement.

6.03 MEETING OF THE COMMITTEE

In the event either party wishes to call a meeting of the Committee, it shall be arranged by mutual agreement as to time and place, with such arrangements to be made no later than six (6) working days after the receipt of the request from the other party.

6.04 ACQUIRED RIGHTS

If any of the terms or provisions of this Agreement are invalidated by the enactment of legislation the unaffected portions shall remain in full force and effect and either party may, upon notice to the other, reopen the affected parts of this Agreement for negotiation.

6.05 TIME OFF FOR MEETING

Any employee representing the Union on this Committee shall have the privilege of attending Committee meetings held during working hours without loss of remuneration.

Union representatives will provide a minimum of two (2) working days' notice to their supervisor of their attendance of a Committee meeting.

6.06 TIME OFF TO PREPARE FOR BARGAINING

- (a) Union Bargaining Committee members shall be granted up to **five (5) days** off for the purpose of preparing for collective bargaining.
- (b) The Employer shall continue said employees' pay and shall be reimbursed by the Union for the costs related to this leave.
- (c) Scheduling of the **five (5) days** off shall be at a time mutually agreed to by the Employer and the Union taking into account bona fide operational needs of the departments effected.

Union representatives will provide a minimum of two (2) weeks notice to their supervisor of their attendance of a Committee meeting.

ARTICLE 7 – GRIEVANCE PROCEDURE

“Grievance” means any difference arising out of the interpretation, application, administration or alleged violation of this Agreement or a case where the Union believes that the Employer has acted unjustly, improperly, or unreasonably.

7.01 STEWARDS

The Employer acknowledges the right of the Union to select stewards whose duty shall be to assist any employee who the steward represents in preparing and presenting **their** grievance in accordance with the grievance procedure.

7.02 RECOGNITION OF STEWARDS

The Union shall notify the Employer, in writing, of the names of the Chief Steward and every other steward and the departments they represent before the Employer is required to recognize them. The Union steward shall be recognized so long as they remain employees or until their successors are chosen.

7.03 GRIEVANCE COMMITTEE

The Employer acknowledges the right of the Union to appoint or otherwise select a Grievance Committee consisting of three (3) members who shall be employees of the Employer. The names of the Grievance Committee members shall be communicated to the Employer in writing.

7.04 PERMISSION TO LEAVE WORK

The Employer agrees that stewards and members of the Grievance Committee shall not be hindered, coerced, restrained or interfered with in any way during their investigation or presentation of grievances. It is understood that stewards and members of the Grievance Committee, being employees of the Employer, have job-related responsibilities during working hours and will therefore not leave work except as provided in this Agreement.

Prior to leaving their workplace, stewards and Grievance Committee members shall obtain the permission of their supervisor which shall not be withheld unreasonably. Where a supervisor is unavailable for the above purpose, permission will be requested from the general manager.

7.05 TIME OFF FOR GRIEVANCE

The Employer agrees that where a Union steward, a member of the Grievance Committee, a witness, or an aggrieved employee leaves **their** work to deal with a grievance or to attend an arbitration in accordance with this agreement, **they** shall suffer no loss of pay for the time so spent. It is understood that employees have job-related responsibilities during working hours and will therefore not leave the workplace or assigned work station except as provided in this Agreement.

7.06 GRIEVANCE PROCEDURE

The grievor shall have the right to be present at all steps of the grievance procedure. An earnest effort shall be made to resolve grievances in the following manner:

- STEP 1: The Grievance Committee and/or Steward, will submit the written grievance to the Department Head within 20 working days of date of the incident giving rise to the grievance.
- STEP 2: The Department Head shall convene a meeting of the parties to the dispute, to hear the dispute and render a written decision within 10 working days of receiving the grievance.
- STEP 3: Failing satisfactory settlement at Step 2, the Union shall advance the grievance to the Administrator within 10 working days of the decision rendered by the Department Head.
- STEP 4: The Administrator shall convene a meeting of the parties to the dispute, to hear the dispute and render a written decision within 10 working days of receiving the grievance.
- STEP 5: Failing satisfactory settlement at Step 4, the Union shall have 20 working days to refer in writing to the Employer, the dispute to arbitration or to provide written notice of withdrawing the grievance.

These timelines can be extended by mutual agreement between the Union and the Employer.

7.07 GRIEVANCE ON DISCIPLINE

An employee who considers **themselves** to be wrongfully or unjustly discharged, suspended or otherwise disciplined, shall be entitled to initiate the grievance at Step 3. However, the twenty (20) working day time limit in Step 1 of the grievance procedure as outlined in Article 7.06 shall not be omitted, unless by mutual agreement between the Union and the Employer.

7.08 REPLIES IN WRITING

Replies to written grievances shall be in writing.

7.09 FACILITIES FOR GRIEVANCES

The Employer shall supply the facilities necessary for grievance meetings involving the Union and the Employer.

ARTICLE 8 – ARBITRATION

8.01 COMPOSITION OF BOARD OF ARBITRATION

When either party request that a grievance be submitted to arbitration, the request shall be made by courier or registered mail to the other party indicating the name and address of its appointee

to an arbitration board. Within five (5) working days the other party shall answer by courier or registered mail indicating the name and address of its appointee to the arbitration board. The two (2) appointees shall then meet to select a chairperson.

8.02 FAILURE TO APPOINT

If the party receiving the notice fails to notify the other party of its appointment within the time limit specified the Deputy Minister of Labour shall, upon request of the party grieving, appoint an arbitrator. If, within seven (7) calendar days of the appointment of a second arbitrator the two (2) appointees fail to select a chairperson, the appointment shall be made by the Minister of Labour upon the request of either party.

8.03 BOARD PROCEDURE

The Board of Arbitration shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations. It shall hear the grievance and render a decision within ten (10) calendar days of the last day of the hearing.

8.04 DECISION OF THE BOARD

The decision of the Board shall be final, binding, and enforceable on both parties. The Board shall not have the power to change this Agreement but shall have the power to resolve any grievance in a manner which it deems just and equitable.

8.05 DISAGREEMENT ON DECISION

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the chairperson of the Board of Arbitration to clarify the decision or to reconvene the Board to clarify the decision, which it shall attempt to do within seven (7) calendar days after receipt of the application.

8.06 EXPENSES OF THE BOARD

Each party shall pay the fees and expenses of the arbitrator it appoints and one-half (½) of the fees and expenses of the chairperson.

8.07 AMENDING OF TIME LIMITS

The time limits fixed in the arbitration procedure may be extended by mutual consent of the parties to this Agreement.

8.08 WITNESSES

At any stage of the grievance or arbitration procedure either party shall have the right to request the assistance of any witnesses and all reasonable arrangements shall be made to allow access for the parties and the arbitrators to the Employer's premises or place of work to view any conditions which may be relevant to the grievance.

8.09 IRREGULARITY

Throughout the grievance and arbitration procedure no grievance shall be deemed invalid by reason of defect in form, technical irregularity or procedural error and the Board of Arbitration shall have the power to relieve against such conditions on such terms as may be just and reasonable.

8.10 ALTERNATIVE TO ARBITRATION PROCEDURE

- (a) Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this agreement, including any question as to whether a matter is arbitrable, during the term of the *Collective Agreement*, **a professional arbitrator recognized by the Arbitrators Association of BC (AABC)** or a substitute agreed to by the parties, shall at the request of either party:

1. investigate the difference;
2. define the issue in the difference; and,
3. make written award to resolve the difference,

within five (5) days of the date of receipt of the request; and for those five (5) days from that date, time does not run in respect of the grievance procedure.

- (b) Where a hearing, rather than arbitration, has been implemented, the decision shall be final, binding, and enforceable on all parties.

ARTICLE 9 – SUSPENSION OR DISCHARGE PROCEDURE

9.01 SUSPENSION OR DISCHARGE PROCEDURE

Probationary employees may be discharged upon the authority of the Administrator if, in the opinion of the Employer, they prove unsatisfactory in the position or unable to perform the duties of the position. The general manager may suspend probationary employees but shall immediately report such action to the Administrator.

9.02 REINSTATEMENT

Where it has been determined that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in **their** former position without loss of seniority and shall be paid for all time lost as a result of the suspension or discharge in an amount equal to the normal straight time earnings that **they** would have received while at work or by any other arrangement for compensation which the parties hereto consider just and equitable in the circumstances.

9.03 NOTICE OF DISCIPLINARY ACTION

The Employer agrees to give written particulars of any warning, censure, suspension, discharge or other disciplinary action to the employee and the Union within five (5) working days of such

disciplinary action unless the employee requests otherwise in writing. An employee may be disciplined by the Employer only for just cause.

ARTICLE 10 – SENIORITY

10.01 SENIORITY LIST

The Employer shall maintain a list ranking each employee on the basis of accumulated seniority and showing the date upon which they commenced employment. An up-to-date seniority list shall be sent to the Chief Steward and posted on all bulletin boards provided for the use of the Union at the beginning of each month unless there has been no change in the ranking.

10.02 SENIORITY FOR TEMPORARY EMPLOYEES

Temporary employees shall not exercise seniority rights with respect to lay offs, terminations or “bumping”.

10.03 LOSS OF SENIORITY

An employee shall lose **their** accumulated seniority in the event that:

- (a) **they are** discharged for just cause and is not reinstated;
- (b) **they** resign; or
- (c) following a lay off **they** fail to return to work or notify the Employer that because of sickness or other just cause **they are** unable to return to work within fifteen (15) calendar days of the Employer attempting to notify **them** by registered mail to do so;
or
- (d) **Has remained in an exempt position for more than three (3) months.**

Except for the above, an employee shall lose **their** seniority at the rate of fifteen (15) days per week commencing one (1) year after continuous layoff **or the term end date of a temporary position.**

An employee will not lose their date of hire if they are laid off while still within their probationary period but shall lose their accumulated seniority at the rate of fifteen (15) days per week commencing one (1) year after continuous layoff or the term of a temporary position.

ARTICLE 11 – PROMOTIONS AND STAFF CHANGES

11.01 JOB POSTINGS

When a vacancy occurs or a new position is created either inside or outside of the bargaining unit, the Employer will ensure that a notice of the position vacancy is given to the Union and posted on **both physical and/ or virtual** bulletin boards provided for the use of the Union for a

minimum of five (5) working days prior to the closing of the job competition. The notice will contain all information included in external notices advertising the position including, in the case of positions within the bargaining unit, the nature of the position, required qualifications, hours of work and wage rate.

Extension of employment for temporary positions need not be posted provided the extension does not exceed **six (6) months**. **There shall be no consecutive extensions of employment.**

Vacancies for positions involving ten (10) days or less work occurring within a thirty (30) calendar day period need not be posted. There shall be no extension granted for these positions.

11.02 METHOD OF MAKING APPOINTMENTS

In making staff changes, the applicant having the most seniority and the minimum level of qualifications required for the position shall be appointed.

11.03 PROMOTION OUTSIDE THE BARGAINING UNIT

An employee shall not be promoted or transferred to a position outside of the bargaining unit without **their** consent and shall have the right to return to **their** former position at any time within three (3) months of the date of transfer or promotion.

11.04 TRIAL PERIOD

In the case of promotions and transfers the successful applicant shall be given a trial period of three (3) months during which time if, in the opinion of the Employer, **they** prove unsatisfactory in the position or unable to perform the duties, **they** shall be returned to **their** former position. The trial period may be extended by mutual agreement. An employee may request to be returned to **their** former position at any time during the trial period notwithstanding that **they** may have proven **themselves** capable in the new position. Any other employee whose position is affected by the rearrangement of positions shall also be returned to **their** former position. Written explanation of the entire staff rearrangement will be given to all employees affected.

11.05 NOTIFICATION TO EMPLOYEE AND UNION

Within seven (7) working days of the date of an appointment a notice shall be sent to the Union and posted on **both physical and virtual** bulletin boards provided for the use of the Union indicating the name of the person appointed, **position, date of appointment, start date, and in a temporary position, the end date**. All employees who applied for the position but were not appointed shall also be notified within seven (7) working days.

The Union shall be notified of all appointments, hires, lay offs, transfers, recalls and terminations of employment within the bargaining unit **within seven (7) working days of the occurrence**.

11.06 TEMPORARY APPOINTMENTS

An employee who is appointed to a temporary position shall have the right to return to **their** former position upon **end date** of the temporary position provided that the Employer's consent has been

given in writing prior to the appointment. **Eligible employees who are enrolled in the benefits program at the time they are appointed to a temporary position shall continue to receive benefits, provided the Employer has given consent for the employee to return to their former position. The Employer will advise the employee in writing of outcomes if they accept a temporary appointment.**

ARTICLE 12 – LAYOFFS, TERMINATIONS AND RECALLS

12.01 ROLE OF SENIORITY

Subject to having the minimum qualifications required for a position an employee's seniority ranking shall be the first consideration when laying off, recalling, or rehiring become necessary.

In the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit wide seniority. An employee about to be laid off may bump any employee with less seniority. The right to bump shall include the right to bump down or laterally. Any employee displaced by this procedure shall be entitled to the same bumping rights.

Permanent full-time employees may also exercise bumping rights when there is a reduction in their regular hours of work.

12.02 NOTICE OF LAY OFF

The Employer shall not lay off an employee without giving **them** in writing at least:

- (a) three (3) working days' notice if employed by the hour where the employee has been employed less than six (6) months;
- (b) two (2) weeks' notice where the employee has been employed at least six (6) months but less than three (3) years; or
- (c) one (1) week notice for every full year of employment, to a maximum of eight (8) weeks, where the employee has been employed a minimum of three (3) years.

The Employer may pay to an employee to be laid off, in lieu of notice, an amount equal to that which the employee would have earned during the period of notice.

The period of notice shall not include any portion of the employee's paid vacation leave which has been arranged prior to layoff notification.

Temporary employees who **work until their end date** in accordance with the terms of their letter of appointment shall be deemed to have received the minimum notification required at the time of appointment.

Employees will attempt to provide the Employer with written notification of their intention to resign in the same manner as required of the Employer.

12.03 RECALL PROCEDURE

Employees shall be recalled in the order of their seniority. New employees shall not be hired until those laid off and having minimum qualifications have been given an opportunity of recall.

Notification of recall will be attempted by use of certified mail or other service providing acknowledgement of receipt.

ARTICLE 13 – HOURS OF WORK

13.01 HOURS OF WORK

Unless stated otherwise within this Agreement hours of work will be as follows:

Positions identified in Schedule 'B' (Inside Workers):

A full-time employee can be scheduled to work eight and one quarter (8.25) hours per shift, including one (1) hour for lunch, Monday through to Friday between the hours of 7:30 a.m. to 5:30 pm.

A part-time employee can be scheduled to work up to eight and one quarter (8.25) hours per shift, including one (1) hour for lunch, Monday through to Friday between the hours of 7:30 a.m. to 5:30 pm.

A casual employee can be scheduled to work up to eight and one quarter (8.25) hours per shift, including one (1) hour for lunch, Monday through to Friday between the hours of 7:30 a.m. to 5:30 pm.

Positions identified in Schedule 'C' (Outside Worker at Rec Sites)

A full-time employee can be scheduled to work either nine (9) hours per shift, including one (1) hour for lunch or eleven (11) hours per shift, including one (1) hour for lunch, Monday through to Sunday between the hours of 6:00 am to 2:00 am.

A part-time employee can be scheduled to work up to eleven (11) hours per shift, including one (1) hour for lunch, Monday through to Sunday between the hours of 6:00 am to 2:00 am.

A casual employee can be scheduled to work up to eleven (11) hours per shift, including one (1) hour for lunch, Monday through to Sunday between the hours of 6:00 am to 2:00 am.

Positions identified in Schedule 'D' (All Other Outside Workers)

A full-time employee can be scheduled to work either nine (9) hours per shift, including one (1) hour for lunch or eleven (11) hours per shift, including one (1) hour for lunch, Monday through to Sunday between the hours of 6:00 am to 10:00 pm.

A part-time employee can be scheduled to work up to eleven (11) hours per shift, including one (1) hour for lunch, Monday through to Sunday between the hours of 6:00 am to 10:00 pm.

A casual employee can be scheduled to work up to eleven (11) hours per shift, including one (1) hour for lunch, Monday through to Sunday between the hours of 6:00 a.m. to 10:00 p.m.

A position may be deleted or added to the list of Schedule 'B', Schedule 'C' and Schedule 'D' by mutual agreement of the Parties at any time during the term of the Collective Agreement.

13.02 FLEX TIME

1. Flex time provisions shall be reviewed by either party at the end of each calendar year with the option that either the Employer or the Union may choose to opt out of the provisions at that time.
2. Flex time should be at the option of the employee. An employee may request flex time arrangements in writing to the general manager for approval.

A general manager, in writing, may request a flex time arrangement of an employee with a copy to the Administrator. Once mutually agreed to, the application shall be approved in writing by the Administrator before implementation. Any denials of flex time applications by a general manager or an employee shall be forwarded to the Administrator for review and filing. Flex time applications shall be considered from permanent full-time employees. Flex time approval shall not be unreasonably withheld.

An employee or employee's department head can terminate an approved flex time arrangement with three (3) weeks' notice.

3. Flex time provisions shall permit the Employer regular operations and flex time arrangements on a departmental basis shall not interfere with staffing of such department during those hours.
4. Flex time arrangements will be such that consistent patterns will be employed, and hours of work will balance the seventy-two and one-half (72½) hours worked within each pay period **by an inside worker** or eighty (80) hours **within each pay period by** outside workers. General variations on the regular hours of work will be spelled out where possible in advance in individual flex schedules.

Flex agreements should recognize and distinguish between "regular" and "seasonal" arrangements. For both the "regular" and "seasonal" schedules, for inside workers the first eighty (80) hours of work biweekly are worked on a flex basis. For outside workers, the first eighty (80) hours of work biweekly are worked on a flex basis.

The first eighty (80) hours worked by an inside worker and the first eighty (80) hours worked by an outsider worker can include working in the evenings or weekends.

For all hours worked over eighty (80) hours by inside workers and eighty (80) hours by outsider workers, overtime rates shall apply in accordance with Article 14.02 - Overtime.

Accumulated flex time is banked at straight time and is recorded and used separately from overtime. Overtime is banked or paid either at time and a half or double time and is recorded separately in timesheet and payroll records.

5. A maximum of forty (40) hours of banked flex time may be carried over to the next calendar year. By November 15th of each year, banked time in excess of forty (40) hours will be paid out on the first payday in December of each year.
6. **The accumulation of all benefits, sick leave and seniority will be based on seven and one-quarter (7¼) hours per working day for inside workers and eight (8) hours per working day for outside workers.**
7. Sick leave and unscheduled leaves of absence either paid or unpaid, shall be credited as hours normally worked on the flex hour arrangement.

Paid holidays, annual vacation and scheduled leaves of absence shall be calculated on the basis of seven and one-quarter (7¼) hour working day for inside workers and eight (8) hour working day for outside workers.

8. Employees who transfer to a position in another department and who wish to continue with a flex arrangement must request a new flex arrangement that fits the operational needs of the new department.
9. Employees who volunteer for emergency management or fire callout receive paid overtime from the call-out department at their regular rate of pay for hours worked outside of regular hours. In order to avoid time loss in the employee's own department, flex time and banked overtime do not apply for emergency management or fire callout.
10. Employees who have flex agreements and who are **subject to a call out** shall receive overtime as specified in **Article 14.04 – Minimum Call Out Time.**

13.03 MINIMUM HOURS

In the event an employee starts work in any day and is sent home before completing four (4) hours **they** shall be paid for four (4) hours. In the event an employee reports for work but is sent home before commencing work, **they** shall be paid for four (4) hours work.

13.04 BREAK PERIOD

An employee shall be permitted a paid rest period of fifteen (15) consecutive minutes in each half of a shift. For reasons of staff safety or adequate provision of service to the public, employees may be required to remain on-site for paid rest breaks.

Full-time Employees

Full-time employee, inside workers are entitled to a scheduled lunch break of one (1) hour in each working day.

Full-time employee, outside workers are entitled to a scheduled lunch break of one (1) hour in each working day.

Lunch breaks are to be scheduled by mutual agreement of the supervisor and the employees effected except that such employees may elect, by consensus, and with the approval of the Employer to reduce the lunch break to less than one (1) hour on any particular working day.

A lunch break of not more than fifteen (15) minutes shall be considered as time worked.

Article 13.02 Flex Time may also apply to break periods for full-time employees.

Part-time Employee

Part-time employee, inside workers are entitled to a lunch break of one (1) hour during each shift that is five (5) hours or more.

Part-time employee, outside workers are entitled to a lunch break of one (1) hour during each shift that is five (5) hours or more.

Lunch breaks are to be scheduled by mutual agreement of the supervisor and the employees effected except that such employees may elect, by consensus, and with the approval of the Employer to reduce the lunch break to less than one (1) hour on any particular working day.

A lunch break of not more than fifteen (15) minutes shall be considered as time worked.

Casual Employee

Casual employee, inside workers are entitled to a lunch break of one (1) hour during each shift that is five (5) hours or more.

Casual employee, outside workers are entitled to a lunch break of one (1) hour during each shift that is five (5) hours or more.

Lunch breaks are to be scheduled by mutual agreement of the supervisor and the employees effected except that such employees may elect, by consensus, and with the approval of the Employer to reduce the lunch break to less than one (1) hour on any particular working day.

A lunch break of not more than fifteen (15) minutes shall be considered as time worked.

13.05 NOTIFICATION OF SHIFT SCHEDULE

The schedule shall be determined by the Employer.

Daily hours of work for all employees shall be scheduled consecutively. There shall be no split shifts.

This article shall not apply to casual employees.

Full-time employee

Shift schedules shall be provided to full-time employees at least four (4) weeks in advance of any scheduled shift.

Four (4) week scheduling will not apply when an employee under a flex time arrangement pursuant to Article 13.02 – Flex Time works additional hours where these general variations of the regular hours of work are identified in their flex time arrangement.

Full-time employees can be scheduled shifts for five (5) consecutive days in any seven (7) day period.

Part-time employee

Shift schedules shall be provided to part-time employees at least four (4) weeks in advance of any scheduled shift.

Part-time employees can be scheduled shifts up to and including five (5) consecutive days in any seven (7) day period.

The number of hours assigned to part-time employees within the same position will be done by seniority notwithstanding any employee approved leave and bona-fide operational needs.

Part-time employees with more seniority can request fewer hours prior to a schedule being provided, subject to approval from the Employer.

13.06 CONTINUOUS OPERATIONS

Continuous Operations refers to facilities, services, or functions which, of necessity, operates on a continuous basis, or at times outside the normal hours of work. List of inside worker jobs required for continuous operations includes:

Application Specialist – Network
Bylaw Enforcement Officer
Emergency Services Coordinator
Environmental Services Technician
Fire Rescue Public Safety Coordinator
Fire and Public Safety Educator
Operations Leader
Public Safety Coordinator
Solid Waste and Waste Diversion Coordinator
Technology Analyst
User Support Technician
Waste Diversion Program Leader

A position may be deleted or added to this list by mutual agreement of the Parties at any time during the term of the Collective Agreement.

Notwithstanding Article 13.01, the hours of work for employees engaged in continuous operations is as follows:

Full-time employees

Full-time employee, inside worker can be scheduled to work eight and one quarter (8.25) hours per shift, including one (1) hour for lunch, Monday through to Sunday between the hours of 7:30 am to 6:30 pm.

Article 13.02 Flex Time may also apply to full-time employees.

Part-time employees

Part-time employee, inside workers can be scheduled eight and one quarter (8.25) hours per shift, including one (1) hour for lunch, Monday through to Sunday between the hours of 7:30 am to 6:30 pm.

Casual employees

Casual employee, inside worker can be scheduled to work up to eight and one quarter (8.25) hours per shift, including one (1) hour for lunch, Monday through to Sunday between the hours of 7:30 am to 6:30 pm.

13.07 SHIFT PREMIUMS

The shift premium for all workers shall consist of one dollar (\$1.00) per hour for all time worked between 10:00 p.m. and 6:00 a.m., and seventy-five cents (\$0.75) per hour for all time worked between 5:00 p.m. and 10:00 p.m.

13.08 NOTICE OF CHANGE OF SHIFT

Sick Leave Absences

An employee who is subject to a change of shift due to coverage of a sick leave absence shall be given twenty-four (24) hours' notice before change of shift.

Failure to provide twenty-four (24) hours' notice of a change of shift and at least twelve (12) hours rest between shifts will be defined as a call out and Article 14.04 – Minimum Call Out Time will apply.

If the Employer provides more than twenty-four (24) hours' notice of change of shift and at least twelve (12) hours rest between shifts the regular salary rate of the employee will apply.

	Call Out	1.5 first 2 hours/2T thereafter	Regular Rate of Pay
Less than 24 hours' notice	X		
24 hours' notice or more			X

Subject to 13.02 – Flex Time, twenty-four (24) hours' notice for change of shift and at least twelve (12) hours rest between shifts will not apply when an employee under a flex time arrangement pursuant to Article 13.02 - Flex Time works additional or new hours where these general variations of the regular hours of work are identified in their flex time arrangement.

General Circumstances

An employee who is subject to a change of shift that is not due to coverage of a sick leave absence shall be given seventy-two (72) hours' notice before change of shift.

Failure to provide twenty-four (24) hours' notice of a change of shift and at least twelve (12) hours rest between shifts will be defined as a call out and Article 14.04 – Minimum Call Out Time will apply.

Failure to provide between twenty-four (24) hours' and seventy-two (72) hours' notice of a change of shift and at least twelve (12) hours rest between shifts shall result in the employee being paid at time and one – half (1.5) for the first (2) hours and double time (2T) thereafter for only additional or new hours.

If the Employer provides more than seventy-two (72) hours' notice of change of shift and at least twelve (12) hours rest between shifts the regular salary rate of the employee will apply.

	Call Out	1.5 first 2 hours/2T thereafter	Regular Rate of Pay
Less than 24 hours' notice	X		
Less than 72 hours' notice to 24 hours' notice		X	
72 hours' notice or more			X

Subject to 13.02 – Flex Time, seventy-two (72) hours' notice for change of shift and at least twelve (12) hours rest between shifts will not apply when an employee under a flex time arrangement pursuant to Article 13.02 - Flex Time works additional or new hours where these general variations of the regular hours of work are identified in their flex time arrangement.

This entire article shall not apply to casual employees.

ARTICLE 14 – OVERTIME

14.01 OVERTIME PAY

Subject to Section 13.01 – Hours of Work and 13.02 – Flex Time, overtime shall be paid at time and one – half (1.5) for the first two hours and double time (2T) thereafter.

Overtime will be accounted for in one quarter (0.25) increments.

14.02 OVERTIME NOTICE

Provided that at least two (2) hours notice has been given the Employer may require any employee to work overtime. Overtime arranged with less than two (2) hours notice shall be considered a call out and subject to the call out provisions of this Agreement unless such short notice is acceptable to the employee.

The Employer will, at all times, attempt to arrange overtime work in such a way as to minimize conflict with an employee's personal plans and shall ensure, before requiring an employee to work overtime, that no other qualified employee is willingly available for the work.

14.03 OVERTIME ON DAY OF REST

All time worked on an employee's day of rest shall be considered overtime and paid at double time (2T).

14.04 MINIMUM CALL OUT TIME

Due to an emergency or because of unforeseen circumstances beyond the control of the Employer, an employee may be required to work a call out. An employee who is subject to a call out shall be paid at double time (2T) for only additional or new hours.

Time worked under call out will be accounted for in one quarter hour (0.25) increments.

An employee who is subject to a call out where they must travel to a Regional District worksite and works for less than two (2) hours shall be paid double time (2T) for two (2) hours unless the call out immediately precedes their shift in which case they shall only be paid double time (2T) for the time worked prior to commencement of their shift.

An employee who is subject to a call out where they do not have to travel to a Regional District worksite shall only be paid double time (2T) for the time worked unless the call out immediately precedes their shift in which case they shall only be paid double time (2T) for the time worked prior to commencement of their shift.

Where an employee must travel to a Regional District worksite the call out starts one quarter hour (0.25) prior to the employee arriving at the worksite and shall be considered as time worked.

A call out while on approved vacation leave is considered to be on a day of rest and shall be paid at double time (2T) for all time worked.

Call out pay earned cannot be banked and must be paid out.

This entire article shall not apply to casual employees.

14.05 MEAL ALLOWANCE

A meal allowance shall be given to an employee who works a minimum of two (2) hours preceding or following **their** regular **shift**, unless on travel status, in which case the Employer's travel policy rates shall apply. Meal allowances preceding or following a shift shall be paid at the District's current travel expense policy rates for breakfast and dinner respectively.

14.06 CLEAR HOURS

If overtime work ends less than eight (8) hours before but does not immediately precede an employee's regular shift, **they** shall be paid at double time (2T) for all time worked between commencement of **their** regular shift and eight (8) hours after cessation of such overtime. An employee shall suffer no loss of remuneration if **they** choose not to report to work until eight (8) hours have elapsed since the cessation of such overtime.

14.07 TIME OFF IN LIEU OF OVERTIME

Instead of an immediate cash payment for overtime, an employee may choose to bank an equivalent amount of time with the Employer for use as a leave of absence with pay. Such leave may only be taken at a time mutually agreeable to the Employer and the employee.

Unless an employee requests otherwise, banked overtime will be paid out in cash on the first pay day in December of each year. On or before November 15th of each year an employee is entitled, following a request in writing, to carry over banked overtime into the next calendar year. The carry over to the next year shall not exceed ten (10) days.

ARTICLE 15 – HOLIDAYS

15.01 PAID HOLIDAYS

The Employer recognizes the following as paid holidays:

Boxing Day	Labour Day
British Columbia Day	National Day for Truth and Reconciliation
Canada Day	New Year's Day
Christmas Day	Remembrance Day
Easter Monday	Thanksgiving Day
Family Day	Victoria Day
Good Friday	

and any other day proclaimed as a paid statutory holiday by the Federal, Provincial or applicable Municipal Government.

15.02 Compensation for Paid Holidays for Part-time and Casual Employees

Part-time and casual employees shall receive compensation for paid holidays pro-rated on the basis of the number of hours worked during the last two completed pay periods immediately preceding the pay period in which the paid holiday occurs.

15.03 COMPENSATION FOR HOLIDAYS FALLING ON EMPLOYEE'S DAY OF REST

When a paid holiday falls on an employee's day of rest **their** next scheduled work day shall be deemed to be the holiday for the purpose of this Agreement.

Where a full-time employee works on a holiday which falls on **their** regular scheduled day of rest, **they** shall be paid at double time (2T) and receive the next scheduled work day off with pay unless otherwise mutually agreed to.

15.04 COMPENSATION FOR HOLIDAYS FALLING WITHIN VACATION SCHEDULE

If a paid holiday falls or is observed during an employee's paid vacation leave, **they** shall be allowed an additional day of paid vacation leave at a mutually agreeable time.

15.05 PAY FOR REGULARLY SCHEDULED WORK ON A PAID HOLIDAY

An employee who works on a holiday which falls on **their** regularly scheduled work day shall be paid at double time (2T) for the time worked, and paid out for the stat holiday or receive another day off with pay at a mutually agreeable time. Part-time and casual employees' day off with pay shall be pro-rated and paid out.

ARTICLE 16 – VACATIONS

16.01 VACATIONS – PERMANENT FULL-TIME EMPLOYEES

Permanent full-time employees shall earn paid vacation leave which recognizes years of service to the Employer. The term “years of service” shall mean a period of twelve (12) months from the employee’s date of commencement of employment. Paid vacation leave shall be taken only after it has been earned and shall be paid at the employee’s regular rate of pay at the time the vacation is taken.

Paid vacation leave shall be earned according to the following schedule:

YEARS OF SERVICE	Working Days Per Year	Working Days Per Month
During the 1 st year of service up to and including the 5 th year of service	15	1-1/4
During the 6 th year of service up to and including the 10 th year of service	20	1-2/3
During the 11 th year of service and thereafter	1 extra day/year (accumulative) to a maximum of 30 days	

16.02 VACATIONS – OTHER THAN PERMANENT FULL-TIME EMPLOYEES

YEARS OF SERVICE	Vacation Pay in lieu of Days off
During the 1 st year	4%
During the 2 nd year, up to and including the 5 th year	6%
During the 6 th year, up to and including the 10 th year	8%
During the 11 th year and each subsequent year	10%

Vacation pay is based on gross earnings and is payable biweekly. Increases in vacation pay commences on the employees’ anniversary of their date of hire.

In addition to the above, Permanent Part-time employees shall receive fifteen (15) working days without pay accrued at a rate of 1.25 days per month.

A Permanent Part Time Employee shall be permitted to accumulate a maximum of thirty (30) working days without pay. An Employee may be permitted to accumulate more than this amount with the prior written approval of the Administrator.

16.03 TERMINATION OF SERVICE

Upon termination or resignation the unused portion of an employee's vacation entitlement shall be paid out. An employee may choose to receive all or part of **their** vacation entitlement upon or during layoff.

16.04 PREFERENCE IN VACATIONS

Where the work schedule permits, including consideration of peak work periods, and operational requirements, an employee shall be granted the vacation period **they** prefer at such time as may be mutually agreed upon by the Employer and the employee. Vacation requests shall not be unreasonably denied. Conflicts in preferred vacation dates shall be settled on the basis of the seniority of the employees involved, except that in order to allow finalization of vacation plans without fear of seniority rights being exercised, the following rules will apply:

- (a) All vacation requests must be submitted by January 31st for any request between April 1st of the current year and March 31st of the following year;
- (b) All vacation requests submitted by January 31st will be approved in order of seniority;
- (c) All vacation requests submitted by January 31st of each year shall be either approved or denied in writing by March 1st of the current year;
- (d) Vacation requests submitted after January 31st of each year shall be approved on a first come, first serve basis for requests between April 1st of the current year and March 31st of the following year.
- (e) Once an employee's vacation request has been approved, it will no longer be subject to change due to conflict with a senior employee's vacation plans;

Once written vacation approval has been granted, requests for subsequent changes must be submitted by the employee in writing with as much advance notice as possible. Approvals for changes to previously approved vacation schedules cannot be guaranteed by the Employer due to the amount of staff rescheduling which may be required.

16.05 VACATION PAY

Employees entitled to paid vacation leave shall continue to receive full regular pay through the direct deposit system while on approved vacation.

16.06 VACATION CARRY-OVER

An Employee shall be permitted to accumulate a maximum of thirty (30) days of paid vacation entitlement. An employee may be permitted to accumulate more than this amount with the prior written approval of the Administrator.

If written approval by the Administrator is not received by November 15th of each year, paid vacation entitlement in excess of thirty (30) days will be paid out on the first payday in December of each year.

16.07 VACATIONS – TEMPORARY WORKERS

A temporary Employee shall receive fifteen (15) working days without pay accrued at the rate of 1.25 days per month.

A temporary Employee shall be permitted to accumulate a maximum of thirty (30) working days without pay. A temporary Employee may be permitted to accumulate more than this amount with the prior written approval of the Administrator.

ARTICLE 17 – SICK LEAVE

Sick Leave means the period of time that an employee is absent from work with full pay by virtue of being sick, disabled, or quarantined and includes approved time off for visits to a physician, dentist, chiropractor, or other licensed medical practitioner or because of an accident for which compensation is not payable under provincial workers' compensation legislation.

Employees requesting time off to attend visits to a physician, dentist, chiropractor or other licensed medical practitioner shall endeavour to give the employer at least forty-eight (48) hours' notice. Wherever possible, employees shall schedule such appointments outside of work hours.

17.01 ANNUAL PAID SICK LEAVE

Employees shall earn sick leave credits in proportion to the time paid to a maximum of one and one-half (1½) days per month.

17.02 ACCUMULATION OF SICK LEAVE

The unused portion of an employee's sick leave credits shall accrue as earned.

17.03 DEDUCTIONS FROM SICK LEAVE

As sick leave is taken, time shall be deducted from an employee's accumulated sick leave bank at actual time taken, rounded down to the nearest one-quarter (0.25) hour.

An employee claiming sick leave due to illness will attempt to give as much notice as possible to their supervisor or designated alternate. An employee shall notify their supervisor or designated alternate no later than one hour before the start of their shift except where this is not reasonably possible.

An employee claiming sick leave due to illness for more than one consecutive shift will attempt to give as much notice as possible to their supervisor or designated alternate, of any further time they expect to be absent due to illness but no later than one hour before the start of their shift.

Employees requesting sick leave to attend visits to a physician, dentist, chiropractor, or other licensed medical practitioner will make all best efforts to give the supervisor or designated alternate at least forty-eight (48) hours' notice from the date and time of the appointment. Employees will make all reasonable attempts to schedule such appointments outside of work hours.

17.04 SUPPLEMENTATION OF COMPENSATION AWARD

An employee prevented from performing their regular work with the Employer because of an accident that is compensable by WorkSafe BC shall receive from the Employer the difference between the amount payable by WorkSafe BC and their regular salary or earnings. This difference shall be deducted from their accumulated sick leave credits until the expiration of such credit. Sick leave credits shall be used to cover any waiting period for WorkSafe BC coverage to begin starting at the first day of absence.

17.05 PROOF OF ILLNESS

An employee may be required to produce a certificate from a licensed medical practitioner for any illness in excess of five (5) consecutive working days or five (5) full or partial days off in any four (4) week period certifying that they were unable to carry out their duties due to illness. Such certificate shall be one hundred (100%) percent paid by the Employer.

17.06 SICK LEAVE WITHOUT PAY

Sick leave without pay may be granted to an employee who does not qualify for sick leave with pay. In determining eligibility for sick leave without pay and the seniority rights which ensue, the Employer is entitled to request a medical certificate from a licensed medical practitioner setting out one or each of the following:

- (a) the prognosis and any related limitations on the employee's ability to perform the total duties outlined in the job description;**
- (b) an estimated date of return to full employment in the assigned duties.**

One hundred (100%) percent of the cost of such certificate shall be paid by the Employer.

Permanent part-time employees on unpaid sick leave shall accumulate seniority based on the regular hours worked in the position from which they are absent.

17.07 SICK LEAVE RECORD

A record of each employee's unused sick leave credits is maintained by the Employer and recorded on the payslips.

17.08 CASH PAYMENT

- (a) As an incentive to accumulate sick days during an employee's tenure of employment, the following schedule of payout of accumulation of sick days shall apply:
- (i) on termination or resignation – twenty-five percent (25%) to a maximum of forty-two (42) days;
 - (ii) retirement between age fifty-five (55) years and sixty (60) years with a minimum of ten (10) years of service with the Employer – forty percent (40%) to a maximum of seventy-six (76) days.
 - (iii) retirement after age sixty (60) years with any length of service with the Employer – forty percent (40%) to a maximum of seventy-six (76) days.
- (b) The employee may request payment of accrued sick leave as:
- (i) a lump sum payment at the time of termination, resignation, or retirement; or
 - (ii) held over to the next taxation year; or
 - (iii) converted into a paid, pre-retirement vacation equivalent; or
 - (iv) R.R.S.P.

In the case of an employee's death, sick leave credits will be payable to the estate.

Payment of accumulated sick leave shall not apply to temporary casual positions involving ten (10) days or less work.

ARTICLE 18 – LEAVE OF ABSENCE

18.01 BEREAVEMENT LEAVE

Upon request any full-time **or part-time** employee, **they** will be granted an appropriate leave of absence with pay to a maximum of five (5) days in the case of the death of a close relative in **their** family. In the case of the death of a full-time **or part-time** employee's spouse or child, a maximum of seven (7) days shall be granted. **Applications from casual employees will be considered where appropriate.**

The employee will suffer no loss of pay for scheduled days of work missed during these leave periods. **The employee shall provide the employer at least five (5) working days advance notice of any request for non-consecutive days of bereavement leave.**

Close relative shall mean:

Spouse**	
Parent	Grandparent
Child	Grandchild
Brother	Parent-in-law
Sister	Brother-in-law

Step-parent	Sister-in-law
Step-child	Spouse's Grandparents
Son-in-law	Daughter-in-law
Uncle	Aunt
Niece	Nephew
Step-brother	Step-sister

**Legal common-law spouse shall be recognized as equivalent to spouse including any of the above relationships pertaining thereto.

18.02 COMPASSIONATE LEAVE

Employees may be granted leave of absence with pay to a maximum of twelve (12) days per year to provide care or support to a family member, if the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks.

The Employer requires the Employee to provide a certificate from a medical practitioner or a nurse practitioner stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks. The Employee will supply the Employer with the certificate as soon as practicable.

One hundred (100%) percent of the cost of such certificate shall be paid by the Employer.

Family member is defined as spouse, child, parent, grandchild, step-child, guardian, sibling, grandparent, step-parent, parent-in-law or any person who lives with the employee as a member of the employee's family.

18.03 FAMILY ILLNESS

In the case of illness of the spouse, dependent child, parent or parent-in-law of an employee currently living with and cared for by the employee, when no one at home other than the employee can provide for the needs of the ill person, the employee shall be entitled after notifying the Employer to use up to a maximum of three (3) consecutive days at any one time of accumulated sick leave for this purpose.

18.04 MATERNITY LEAVE

Upon an employee's written request, leave of absence without pay for pregnancy shall be granted to a maximum of seventeen (17) weeks. An employee returning to work after maternity leave shall be placed in the pay grade step which **they** would normally have occupied had leave not been taken.

Employees on maternity leave will be required to stay off work for the full amount of leave requested unless the Employer is satisfied that the employee, prior to the expiration of leave, is capable of performing **their** regular duties.

On return from maternity leave, the employee will be placed in a position consistent with the seniority provisions of this Agreement.

At the option of the employee, benefits shall be maintained on the current cost sharing arrangements during the term of the maternity leave.

18.05 JURY OR WITNESS DUTY LEAVE

The Employer shall grant leave of absence to an employee subpoenaed to serve as a juror or witness in any court. The Employer shall pay such employee the difference between **their** regular earnings and the payment **they** receive for jury or witness duty excluding payment for travelling, meals or other expenses, conditional upon the employee presenting proof of service and proof of the amount of pay received. Leave of absence without pay shall be granted to any employee whose private affairs require **their** appearance in court.

18.06 LEAVE OF ABSENCE FOR UNION FUNCTIONS OR DUTIES

- (a) Upon request to the Employer, an employee elected or appointed to represent the Union shall be allowed a leave of absence of **up to five (5) days in a calendar year** without pay **for union functions or duties. This leave shall be at a time mutually agreed to by the Employer and the Union, taking into account the bona fide operational needs of the departments affected.**
- (b) **The Union shall provide the Employer seven (7) days advance notice whenever designated representatives of the Union intend to visit the Employer's premises for the purpose of conducting Union business. Such visits shall not interfere with the normal operations of the worksite.**
- (c) Such employee shall receive **their** pay and benefits as provided for in this Agreement, but the Union shall reimburse the Employer for all pay and benefits for the period of absence.
- (d) **An employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated shall be granted leave of absence without pay.**

18.07 LEAVE OF ABSENCE FOR FULL-TIME PUBLIC DUTIES

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 and without loss of seniority so that an employee may be a candidate in a federal or provincial election.

An employee who is elected to public office shall be allowed leave of absence without pay and without loss of seniority during **their** term of office.

18.08 EDUCATION LEAVE

The Employer shall pay:

- (a) up to one hundred percent (100%) of the cost of an academic, technical or other course which is requested by an employee;
- (b) one hundred percent (100%) of the cost of an academic, technical or other course which the Employer requests that an employee take.

Employees shall submit requests in writing. All requests are subject to approval by the Employer in advance of course registration. Future career development goals shall be mutually agreed upon in writing between the Employee and the Employer.

Where a course involves absence from work, there shall be no loss of pay if attendance is approved in advance by the Employer. If an employee requests the course, travel to/from the course or courses taken on days of rest or outside of normal hours of work shall be without pay or overtime. If the Employer requires an employee to take a course, travel to/from the course shall be with pay at the appropriate rate or overtime rate.

With respect to subsection (a), reimbursement will be provided upon course completion except where such is not reasonably possible because of ill health or course cancellation.

Where the Employer has a written policy which is more beneficial to employees in matters of educational training, the provision of such policy shall apply.

18.09 MOURNER'S LEAVE

One (1) day leave of absence with pay shall be granted to any employee to attend a funeral as a pallbearer.

18.10 GENERAL LEAVE

The Employer may, upon written request, grant leave of absence without pay to any employee for good and sufficient cause.

18.11 PARENTAL AND ADOPTION LEAVE

Upon an employee's written request, leave of absence without pay for parental leave in accordance with the *Employment Insurance Act* shall be granted to a maximum of sixty-one (61) weeks. Parental leave must fall within seventy-eight (78) weeks after the birth of the child or for an adopting parent within seventy-eight (78) weeks after the child is placed with the parent.

An initial period of parental leave may be extended up to five (5) weeks if the child requires an additional period of parental care. A request for parental leave must be made in writing at least four (4) weeks before the proposed start date. The Employer may require an employee to provide a doctor's certificate or other evidence that the employee is entitled to the leave or leave extension.

On return from parental leave, the employee will be placed in a position consistent with the seniority provisions of the Agreement.

At the option of the employee, benefits shall be maintained on the current cost sharing arrangements during the term of the parental leave.

18.12 FAMILY RESPONSIBILITY LEAVE

An employee is entitled to ten (10) working days of unpaid leave in a year to meet the responsibilities related to the care or health of a spouse, child, parent, grandchild, step-child, guardian, sibling, grandparent, step-parent, parent in-law, or any person who lives with the

employee as a member of the employee's family. Benefits shall be maintained on the current cost sharing arrangements.

If an Employee is medically responsible for someone other than identified above, Family Responsibility Leave may apply provided that the Employee provides to the Employer documentation that they are medically responsible and a certificate from a medical practitioner or a nurse practitioner that the person the Employee is medically responsible for is incapable of making decisions independently.

18.13 DOMESTIC AND SEXUAL VIOLENCE LEAVE

The Employer shall grant up to five (5) days of paid leave and an unpaid leave to a maximum of seventeen (17) weeks for reasons related to domestic or sexual violence. This leave also applies to parents of a child or dependent impacted by this kind of violence.

The Employer has the right to be satisfied of the entitlement to the leave to better support the employee, as well as ensure the leave is administered properly. The Employer shall ask for information to support the leave, the employee must provide it as soon as practicable; however, timelines to provide this information can be extended through mutual agreement.

ARTICLE 19 – PAYMENT OF WAGES AND ALLOWANCES

19.01 PAY DAYS

The Employer shall pay salaries and wages every second Friday in accordance with Salary Rates attached hereto and forming part of the Agreement. Payment of salaries and wages is by direct deposit only through a financial institution of the employee's choice.

On each pay day an employee shall be provided with an itemized statement of **their** wages and deductions.

An employee's final pay cheque will normally be given on **their** last day of employment or on the following working day except where circumstances are such that **their** entitlement has not yet been determined by the Employer. In these cases the Employer shall have up to five (5) working days to issue payment.

19.02 RATE OF PAY ON PLACEMENT

Employees at the time of their hiring, transfer, reclassification, and promotion shall be placed in the Pay Grade step which most appropriately recognizes their relevant qualifications and training for the position, except where a newly hired employee is placed in any step other than the lowest, it shall be with prior Union approval.

Employees will move through the steps as follows:

Newly hired employees will be placed at Step 1 of the Pay Grade while on probation. Upon completion of probation, an employee will be placed on Step 2 of the Pay Grade for nine (9) months, followed by twelve (12) months at Step 3 and Step 4 thereafter.

Employees hired at other than Step 1 will be placed at that step until completion of their probationary or trial period. Upon completion of probation or trial period they will move to the next step.

19.03 PAY ON TEMPORARY TRANSFERS – HIGHER RATED JOB

1. The Employer shall have the right to request an employee to temporarily assume all or part of the duties of a higher classification during the absence of another employee or in the event of unexpected workloads, projects or unfilled vacancies. Temporarily assume means for a period of no more than six (6) months unless an end date is specified. After this time period the temporary transfer can be extended for another period mutually agreed upon by the Employer, employee, and the Union.
2. In cases where the full responsibilities of the position are assumed by the employee for three (3) full consecutive days or longer, the employee shall be entitled to the higher rate of pay associated with that position. When the responsibilities of the position are only partly assumed by the employee for three (3) full days or longer, the employee shall be entitled to a premium equal to at least 10% of that employee's hourly rate provided that the rate does not exceed the rate of pay of the higher classification. If an employee is absent from work for any reason, except for scheduled vacation, or other scheduled leaves of absence, **they**, shall have **their** wage replacement paid inclusive of the Higher Rate premium.
3. The employee shall be entitled to a percentage of the full rate which most accurately recognizes the level of responsibility assumed. The Employer will take seniority and qualifications into account when making senior work assignments.
4. The Employer shall approve or deny responsibility pay within thirty (30) calendar days of the work being completed. Where responsibility pay is approved, employees will receive such pay in the next pay period.

19.04 PAY ON TEMPORARY TRANSFERS – LOWER RATED JOB

If an employee is assigned on a temporary basis to a position paying a lower rate, **their** rate of pay shall not be reduced.

19.05 DEMOTION

An employee who is demoted as a disciplinary measure or because **they have** lost the statutory qualifications to perform **their** duties shall not benefit from the rate protection provisions set out above. Upon regaining **their** statutory qualifications, **they** shall be returned to **their** former job classification provided that the loss of qualifications is the only such instance during the two (2) year period immediately preceding the loss and providing that the job originally held still exists.

19.06 SEVERANCE PAY ON TERMINATION

If an employee with five (5) or more years of service is displaced as a result of the Employer ceasing all or part of its operations or because of changes in operating methods and the Employer is unable to provide work at the same regular rate of pay in a comparable class of work, the employee shall be given severance pay in the amount of one (1) week's pay at **their** regular rate for every year of service with the Employer.

For employees with less than five (5) years' service, severance pay shall be calculated at a rate of three (3) days of pay for each completed year of service.

19.07 EMPLOYMENT PROGRAMS

Grant-assisted employees shall not receive the salary increments set out in Salary Rates. In the event such employees continue to work after the termination of the above wage subsidy programs, they shall receive a rate of pay equal to that which would have applied had the step increases of Salary Rates been in effect from the commencement of employment.

19.08 VEHICLE ALLOWANCE

The Employer agrees to reimburse an employee who uses **their** own vehicle for business where authorized by the Employer. Where the Employer grants prior permission, the employee may use **their** own vehicle for authorized business when the Employer's vehicle is available and **they** will be reimbursed at **the rate per kilometer as set by the Canadian Revenue Agency on the date it occurred.**

Upon approval by the Employer, the employee will obtain business insurance coverage for their personal vehicle. The Employer shall pay the difference between personal insurance costs and business insurance costs incurred by an employee as a result of using a personal vehicle for authorized business purposes.

19.09 STANDBY PAY

The Employer shall have the right to request an employee to engage in standby emergency duty. Standby emergency duty means that the employee will remain available to be contacted for emergency duty and will be within a reasonable distance in order to carry out the emergency duties.

An employee who performs emergency standby duty shall receive **Standby Pay as follows:**

- **\$46.00 per regular workday as per standard work schedule**
- **\$92.00 per Weekend Day**
- **\$138.00 per Statutory Holiday**

Regular call out provisions shall apply for emergency work performed.

ARTICLE 20 – JOB CLASSIFICATION AND RECLASSIFICATION

20.01 JOB DESCRIPTION

The Employer is responsible to draw up job descriptions for all positions whether or not included within the bargaining unit. Job descriptions for those positions in the Bargaining Unit shall utilize a common format agreed upon by the Employer and the Union. No position within the bargaining unit shall be filled until the rate of pay has been settled through negotiation, unless by mutual agreement.

20.02 CHANGES IN CLASSIFICATION OF POSITIONS WITHIN THE BARGAINING UNIT

1. All new jobs will require evaluations using the full job questionnaire. Managers will be responsible for completing the questionnaire to specify the requirements for the job. The job will be rated according to the process established by the Joint Committee on Bargaining Unit Job Evaluation and Classification (JJEC) and put into the appropriate wage band.
2. Existing jobs that have changed significantly will be re-evaluated by the JJEC upon completion of a Request for Job Review form and a shortened version of the original questionnaire may be required. Both the manager and the incumbent in the position being re-evaluated will fill out the questionnaire, providing details of the duties being performed. Either employees or managers can initiate this process when there are significant changes to job duties. The JJEC will consider the information provided and rate the job based on established criteria and make recommendations to the Union and Management for the appropriate wage band according to the evaluation.
3. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration for determination.
4. Request for a Job Review by the Employer or the employee will be processed by the JJEC within six (6) months from the date Human Resources receives the complete information required.

20.03 COPIES OF JOB DESCRIPTIONS

The Employer agrees to provide a complete set of Bargaining Unit job descriptions to each general manager and three (3) sets to the Union. Each employee shall be provided with an up-to-date copy of **their** job description upon commencement of employment and whenever a change has been made.

ARTICLE 21 - EMPLOYEE BENEFITS

21.00 EMPLOYEE BENEFITS

1. All permanent full-time and part-time employees shall be eligible for pension, dental, extended health, life insurance, accidental death and dismemberment, and long-term disability coverage on completion of the probationary period, as long as they are able to meet the eligibility requirements of the individual plans.

2. Employees who do not meet the eligibility requirements for the benefit plans defined in Article 21 (1) shall receive thirteen percent (13%) pay in lieu of medical, dental, extended health, life insurance, accidental death and dismemberment, and long-term disability coverage upon completion of the probationary period.
3. In the case of a permanent full-time employee on an approved sick-leave, the Employer shall pay one hundred (100%) percent of their premiums to such plans for Medical, Dental, Extended Health and Group Life for a maximum of twenty-four (24) months.
4. Those employees who change employment status and are no longer able to meet their eligibility requirements of the plans defined in Article 21 (1) shall receive thirteen percent (13%) pay in lieu of benefits as defined in Article 21 (2).
5. Temporary, part-time and casual employees who have been hired in a full-time permanent position will be eligible to be enrolled in all benefits as soon as permissible by the terms of the particular plans and after the successful completion of the trial or probationary period.
6. The Employer agrees to maintain the level of benefits in Article 21 at the **2021** level. The level of benefits may only be adjusted by mutual agreement of the parties.
7. Benefits eligibility and coverage will be governed by the terms of the benefit carrier or plan. In the event there are employees who continue to work beyond the age of 70, the Employer will address those circumstances on a case-by-case basis.

21.01 PENSION PLAN

All employees shall participate in the existing pension plan, in accordance with the terms of the plan and in any future plan that may be entered into by mutual agreement of the parties hereto.

21.02 MEDICAL INSURANCE

All full-time and part-time employees who meet eligibility criteria, in accordance with the benefit provider's requirements shall participate in the recognized medical plan unless covered by an alternate medical plan. The Employer shall pay one hundred (100%) percent of each employee's premiums to such plan and, in the case of employees on sick leave, shall continue such contributions for a maximum of three (3) months.

21.03 EXTENDED HEALTH PLAN

The Employer shall pay one hundred (100%) percent of the premium cost of the recognized extended health plan for all **full-time and part-time employees who meet eligibility criteria, in accordance with the benefit provider's requirements.**

Increase coverage for each modality of paramedical treatment from \$500/year to \$600/year.

21.04 GROUP LIFE INSURANCE

The Employer shall pay one hundred (100%) percent of the premium cost of the recognized Group Life and Accidental Death and Dismemberment Insurance plans for all **full-time and part-time employees who meet eligibility criteria, in accordance with the benefit provider's requirements.** Group life insurance policy value shall be two (2) times gross annual salary and

accidental death and dismemberment policy value also shall be two (2) times gross annual salary. Dividends from these plans may be allowed to accrue but shall be used only for such purposes as may be mutually determined from time to time.

21.05 DENTAL PLAN

The Employer shall contribute one hundred (100%) percent of the premiums of the recognized dental plan for all **full-time and part-time employees who meet eligibility criteria, in accordance with the benefit provider's requirements** as determined by Article 21. **An eligible** employee shall participate in the plan unless **they have** existing coverage through a plan applicable to an employee's spouse.

Coverage shall be as follows:

Plan A	100%	} Plan A & B combined maximum \$4,000 per family member.
Plan B	75%	
Plan C	50%	
		\$4,000 Life Time limit per family member

21.06 LONG TERM DISABILITY

The Employer shall provide long-term disability insurance coverage for all **full-time and part-time employees who meet eligibility criteria, in accordance with the benefit provider's requirements**, the premiums for which shall be one hundred (100%) percent employee paid.

21.07 CONTINUATION OF BENEFITS

In the event an employee is laid off and desires to continue receiving the employee benefits outlined herein, the Employer agrees to continue paying its share of monthly premiums on such benefits for a period of thirteen (13) weeks for such employees with two or more years of service. At the end of the thirteen (13) week period such benefit costs shall become the responsibility of the employee concerned. Employees desiring continuation of medical coverage will be required to make arrangements with the Employer prior to being laid off. Extended coverages are subject to group plan rules covering these circumstances.

21.08 PROFESSIONAL DEVELOPMENT/ASSOCIATION FEES

It is agreed the Employer will ensure that all employees that are members of professional associations as required by their job description or duties requested by the Employer, meet their professional development as set out in legislation, acts, or bylaws. The costs for such professional development, shall be done in accordance with 18.08 (b).

The Employer agrees to pay for the cost of memberships to maintain any professional certification as required, or considered an asset by the Employer for the performance of their duties.

21.09 DIRTY PAY

Dirty pay in the amount of seventy-five (75) cents per hour, with a minimum payment of two (2) hours, will be paid in addition to the employee's regular pay when an employee is required to work under conditions which would subject clothing or protective equipment supplied by the employee to abnormal wear and tear, or subject the employee to working conditions which are unusually

objectionable and beyond the scope of the employee's regular duties. This would include coming in contact with hot mix asphalt, asphalt emulsions, raw sewage, sewage sludges, sandblasting, or spray undercoating of vehicles.

21.10 PROTECTIVE CLOTHING AND SAFETY FOOTWEAR

1. The Employer will provide protective clothing where required to meet applicable WorkSafeBC standards. The Employer will be responsible for the maintenance and cleaning of such protective clothing.
2. The Employer will pay for safety footwear for those non-probationary employees who are required by the WorkSafeBC to wear safety footwear. The Employer will reimburse such employees up to Two Hundred (\$200) Dollars per year upon presentation of a receipt to the Employer.
3. Employees who lose the protective clothing or safety footwear issued to them will be responsible for replacement, but will not be responsible for replacement if the loss is due to no fault of their own or for normal wear. Worn-out clothing and safety footwear will be made available to the Employer before a replacement is made.

ARTICLE 22 – JOB SECURITY

22.01 JOB SECURITY

The Employer agrees that no permanent employee shall suffer a loss of employment, a reduction of hours or fail to be recalled as a result of the Employer contracting out work.

22.02 TECHNOLOGICAL CHANGE

The Employer agrees to give to the Union, in writing, at least three (3) months' notice of any intended introduction to the workplace of a technological change which would affect the terms and conditions or security of employment of any employee or which would significantly alter the basis upon which this Agreement was negotiated.

An employee whose job security or terms of employment would be adversely affected by the introduction of a technological change shall be offered a similar position within the bargaining unit at a comparable salary rate or shall be compensated in a manner considered just and equitable by the Union and the Employer.

22.03 JOB RELATED LEGAL PROTECTION

The Regional District shall indemnify an employee, including probationary employees, against any claim for damages arising out of the performance of their duties and, in addition, shall pay legal or other costs incurred subject to the terms and conditions specified in an indemnification bylaw of the Employer.

The Employer agrees to make available the services of the Employer's solicitor or other solicitor of the Employer's choice at no cost to the employee provided the act alleged to have been committed or omitted does not constitute a breach of the terms of employment or of any condition, statutory or otherwise, of any insurance policy which would otherwise be applicable.

22.04 AMALGAMATION

In the event an employee's position is terminated as a result of the Employer merging or amalgamating with another body the Employer shall undertake to ensure that the employee is offered a similar position at a comparable salary rate with the new Employer.

Where another organization assumes similar functions to those removed from the Employer, the Employer shall recommend the hiring of any employee displaced as a result of the loss of the function.

ARTICLE 23 - HEALTH AND SAFETY

The Employer agrees that it is bound by the provisions of the *Workers' Compensation Act and Regulations* as these may be changed from time to time.

23.01 JOINT HEALTH AND SAFETY COMMITTEE

1. The Joint Health and Safety Committee shall deal with health and safety in the workplace. The Employer shall endeavour through its Committee representatives to keep the Committee fully informed of intended technological changes, safety information on any substance associated with the work environment, and to give serious consideration and a written response to observations and recommendations made by the Committee. The Employer also undertakes to provide the Union with copies of reports and data provided to or by **WorkSafe BC** and other government agencies, and all correspondence directed to the Committee.
2. Committee members shall have the right to participate in monitoring the workplace and accompanying government inspectors on health and safety inspection tours.

23.02 COMMITTEE RECOMMENDATIONS

All Committee recommendations shall be referred to the Administrator for consideration by the Employer and to the President for consideration by the Union. 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 its discussions.

23.03 TIME OFF FOR MEETING

Union representatives on the Committee who are employed by the Employer shall have the privilege of attending Committee meetings during working hours without loss of remuneration.

Union representatives will provide a minimum of two (2) working days' notice to their supervisor of their attendance of a Committee meeting.

23.04 RIGHT TO REFUSE UNSAFE WORK

Employees shall have the right to refuse unsafe work pursuant to the *Occupational Health and Safety Regulation*.

23.05 EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

The Employer shall provide and maintain an Employee and Family Assistance Program selected with the mutual agreement of the Union. The Plan shall be monitored jointly by two representatives of the Union and two representatives of the Regional District. The Plan shall be one hundred percent (100%) financed by the Employer.

ARTICLE 24 – TERM OF AGREEMENT

24.01 DURATION

The parties agree this Agreement shall be in force from **January 1, 2022 to December 31, 2024** and thereafter from year to year unless either party gives notice in accordance with the existing provincial statutes. Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining even if negotiations extend beyond the anniversary date of this Agreement. Negotiated changes to the *Collective Agreement* are effective **January 1, 2022** unless indicated in the applicable Articles.

ARTICLE 25 – RATES OF PAY

**\$0.25 + 3.24% wage rate increase effective January 1, 2022.
4.0% wage rate increase effective January 1, 2023.
3.0% wage rate increase effective January 1, 2024.**

SIGNED ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES,
LOCAL 1699

Original Signed by: Daniel Burke

President

Original Signed by: Aimee Alspaugh

Treasurer

May 5, 2023

Date

SIGNED ON BEHALF OF THE REGIONAL
DISTRICT OF FRASER-FORT GEORGE

Original Signed by: Lara Beckett

Chair

Original Signed by: Jim Martin

Chief Administrative Officer

May 4, 2023

Date

LETTER OF UNDERSTANDING

**VARIATIONS IN WORK SCHEDULE – INSIDE AND OUTSIDE
WORKERS NO. 1-2022**

BETWEEN THE REGIONAL DISTRICT OF FRASER-FORT GEORGE (hereinafter called the “Employer”)

AND THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1699 (hereinafter called the “Union”)

WHEREAS the Employer and Union have entered into a *Collective Agreement* binding the Employer and the Union for the period **January 1, 2022 to December 31, 2024**; and

NOW THEREFORE the Employer and the Union recognize **that inside and outside workers that work** at the Robson Valley Recreation Centre, the Robson Valley Community Centre and the Canoe Valley Recreation Centre may work split shifts. Hours worked in a split shift shall not exceed a twelve (12) hour period. This Letter of Understanding may be cancelled with thirty (30) calendar days written notice from either party.

SIGNED ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES
LOCAL 1699

SIGNED ON BEHALF OF THE REGIONAL
DISTRICT OF FRASER-FORT GEORGE

Original Signed by: Daniel Burke

President

Original Signed by: Lara Beckett

Chair

Original Signed by: Aimee Alspaugh

Treasurer

Original Signed by: Jim Martin

Chief Administrative Officer

May 5, 2023

Date

May 4, 2023

Date

LETTER OF UNDERSTANDING

WORKPLACE ACCOMMODATION AND RETURN TO WORK NO. 2-2022

BETWEEN THE REGIONAL DISTRICT OF FRASER-FORT GEORGE (hereinafter called the “Employer”)

AND THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1699 (hereinafter called the “Union”)

WHEREAS the Employer and the Union have entered into a *Collective Agreement* binding the Employer and the Union for the period January 1, 2022 to December 31, 2024; and

WHEREAS the Employer and Union recognize their obligations for the Duty to Accommodate;

NOW THEREFORE the parties agree to the following process for workplace accommodation:

Return to Work and Accommodation of Employees within the workplace is a shared responsibility between the Employer, the Union and the Employee.

The Employer agrees to make every reasonable effort, short of undue hardship, to provide suitable modified or alternate employment to Employees who are temporarily or permanently unable to return to their regular duties as a consequence of an occupational or non-occupational disability.

In consideration of accommodating an Employee, the following shall apply in the order listed below:

- a) Determine if the Employee can perform their existing job as it is;**
- b) If the Employee cannot, then determine if the Employee can perform their existing job in a modified form;**
- c) If the Employee cannot, then determine if they can perform another job in its existing form;**
- d) If the Employee cannot, then determine if they can perform another job in a modified form.**

Note: All options shall be considered when accommodating Employees. In such circumstances, the Employer and the Union may agree to waive certain provisions in this Agreement.

SIGNED ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES
LOCAL 1699

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Treasurer

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Chair

Original Signed by: Jim Martin

Chief Administrative Officer

May 4, 2023

Date

LETTER OF UNDERSTANDING

HYBRID WORKING NO. 3-2022

BETWEEN THE REGIONAL DISTRICT OF FRASER-FORT GEORGE (hereinafter called the “Employer”)

AND THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1699 (hereinafter called the “Union”)

WHEREAS the Employer and the Union have entered into a *Collective Agreement* binding the Employer and the Union for the period January 1, 2022 to December 31, 2024; and

WHEREAS the Employer and Union acknowledge the existing Administrative Policy A-3-20:

NOW THEREFORE the Employer is committed to revising Administrative Policy A-3-20 to develop a hybrid work options policy applicable to employees that aligns with the following objectives:

- **Provide an opportunity for employees to request approval from the Employer to enter into a hybrid work option where it is operationally feasible;**
- **Provide criteria for the Employer to set a hybrid work option for employees where it is operationally feasible;**
- **Employer will not require an employee to use their home for hybrid work.**
- **Provide flexibility in how and where employees work while supporting the appropriate utilization of Regional District worksites and real estate assets;**
- **Provide a process for submitting hybrid work option requests, review, and approval;**
- **Provide clarity on equipment and resources the Employer will provide to employees to support a hybrid work option;**
- **Provide criteria for employees approved to work off-site/ home to perform their duties in a safe and healthy environment that conforms to the Employer’s security, confidentiality, and records management protocols. Employees may be asked to demonstrate how these needs are being met;**
- **Provide clarity that all provincial legislation and Regional District policies, terms and conditions of employment, and collective agreement provisions apply to both Regional District worksites and real estate assets and any off-site/home work options; and**

- **Develop this policy within six months of both parties accepting this Agreement.**

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UNION OF PUBLIC EMPLOYEES
LOCAL 1699

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Treasurer

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Chief Administrative Officer

May 4, 2023

Date

"Schedule A"
REGIONAL DISTRICT OF FRASER-FORT GEORGE
CUPE SALARY RATE 2022 TO 2024

Total Points	Job	Level	Jan 2022	Bi-Weekly	Rate	Jan 2023	Bi-Weekly	Rate	Jan 2024	Bi-Weekly	Rate
			\$0.25 plus	A	B	4.00%	A	B	3.00%	A	B
Job Title	No.	No.	3.24%	72.50	80.00		72.50	80.00		72.50	80.00
BAND 1 (133-156)											
		1	19.3886	1405.6717	1551.0860	20.1641	1461.8986	1613.1295	20.7690	1505.7555	1661.5233
		2	20.5164	1487.4368	1641.3095	21.3370	1546.9342	1706.9619	21.9771	1593.3422	1758.1708
		3	21.6442	1569.2018	1731.5330	22.5099	1631.9699	1800.7943	23.1852	1680.9290	1854.8182
		4	22.7721	1650.9743	1821.7648	23.6829	1717.0133	1894.6354	24.3934	1768.5237	1951.4744
BAND 2 (157-180)											
General Maintenance Worker I	4.1	1	21.2636	1541.6125	1701.0896	22.1142	1603.2770	1769.1332	22.7776	1651.3753	1822.2072
		2	22.3916	1623.3925	1791.3296	23.2873	1688.3282	1862.9828	23.9859	1738.9780	1918.8723
		3	23.5192	1705.1426	1881.5366	24.4600	1773.3483	1956.7981	25.1938	1826.5487	2015.5020
		4	24.6470	1786.9076	1971.7601	25.6329	1858.3839	2050.6305	26.4019	1914.1354	2112.1494
BAND 3 (181-204)											
		1	23.1526	1678.5637	1852.2082	24.0787	1745.7062	1926.2965	24.8011	1798.0774	1984.0854
		2	24.2804	1760.3287	1942.4317	25.2516	1830.7419	2020.1290	26.0092	1885.6641	2080.7328
		3	25.4084	1842.1087	2032.6717	26.4247	1915.7931	2113.9786	27.2175	1973.2669	2177.3979
		4	26.5362	1923.8738	2122.8952	27.5976	2000.8287	2207.8110	28.4256	2060.8536	2274.0454
BAND 4 (205-228)											
Clerk II - Information Technology	8.4	1	25.0418	1815.5299	2003.3433	26.0435	1888.1511	2083.4770	26.8248	1944.7956	2145.9813
Clerk Typist II - Administration	1.1	2	26.1695	1897.2874	2093.5585	27.2163	1973.1789	2177.3009	28.0327	2032.3743	2242.6199
Clerk Typist II - Reception	1.2	3	27.2972	1979.0450	2183.7738	28.3891	2058.2068	2271.1247	29.2407	2119.9530	2339.2585
		4	28.4252	2060.8250	2274.0138	29.5622	2143.2580	2364.9743	30.4490	2207.5557	2435.9236
BAND 5 (229-252)											
Environmental Services Worker I	3.8	1	26.9167	1951.4631	2153.3386	27.9934	2029.5217	2239.4722	28.8332	2090.4073	2306.6563
		2	28.0445	2033.2282	2243.5621	29.1663	2114.5573	2333.3046	30.0413	2177.9940	2403.3037
		3	29.1723	2114.9932	2333.7856	30.3392	2199.5930	2427.1371	31.2494	2265.5807	2499.9512
		4	30.3001	2196.7583	2424.0091	31.5121	2284.6286	2520.9695	32.4575	2353.1675	2596.5986
BAND 6 (253-276)											
Environmental Services Worker II	3.9	1	28.8057	2088.4143	2304.4572	29.9579	2171.9509	2396.6355	30.8567	2237.1094	2468.5346
Fire & Public Safety Educator	4.18	2	29.9336	2170.1869	2394.6890	31.1310	2256.9944	2490.4765	32.0649	2324.7042	2565.1908
Clerk Typist III/Reception	2.8	3	31.0615	2251.9594	2484.9207	32.3040	2342.0378	2584.3176	33.2731	2412.2989	2661.8471
		4	32.1892	2333.7170	2575.1360	33.4768	2427.0656	2678.1414	34.4811	2499.8776	2758.4856

"Schedule A"
REGIONAL DISTRICT OF FRASER-FORT GEORGE
CUPE SALARY RATE 2022 TO 2024

Total Points	Job No.	Level No.	Jan 2022	Bi-Weekly	Rate	Jan 2023	Bi-Weekly	Rate	Jan 2024	Bi-Weekly	Rate
			\$0.25 plus 3.24%	A 72.50	B 80.00	4.00%	A 72.50	B 80.00	3.00%	A 72.50	B 80.00
BAND 7 (277-300)											
Clerk Typist III - Corporate Services	2.7	1	30.6949	2225.3805	2455.5923	31.9227	2314.3957	2553.8160	32.8804	2383.8276	2630.4305
General Maintenance Worker II	4.2	2	31.8227	2307.1456	2545.8158	33.0956	2399.4314	2647.6484	34.0885	2471.4143	2727.0779
Service Centre Representative	4.15	3	32.9503	2388.8957	2636.0228	34.2683	2484.4515	2741.4637	35.2963	2558.9850	2823.7076
Environmental Services Program Analyst	3.17	4	34.0785	2470.6906	2726.2793	35.4416	2569.5183	2835.3305	36.5049	2646.6038	2920.3904
BAND 8 (301-324)											
9-1-1 CAD-RMS Technician	8.5	1	32.5699	2361.3213	2605.5959	33.8727	2455.7741	2709.8197	34.8889	2529.4474	2791.1143
Accounting Clerk Typist	2.2	2	33.6978	2443.0938	2695.8277	35.0458	2540.8176	2803.6608	36.0971	2617.0421	2887.7706
Clerk Typist III - Financial Services	2.6	3	34.8255	2524.8514	2786.0429	36.2186	2625.8454	2897.4846	37.3051	2704.6208	2984.4092
Cultural and Communications Coordinator	1.4	4	35.9532	2606.6089	2876.2581	37.3914	2710.8733	2991.3085	38.5131	2792.1995	3081.0477
GIS Technician	7.12										
Planner I	7.3										
Environmental Services Solid Waste and Waste Diversion Coordinator	3.18										
Environmental Services Assistant	3.20										
User Support Technician	9.7										
BAND 9 (325-348)											
Community/Public Safety Assistant	9.3	1	34.4591	2498.2875	2756.7310	35.8375	2598.2190	2867.0002	36.9126	2676.1655	2953.0102
Environmental Services Lead Hand	3.11	2	35.5869	2580.0525	2846.9545	37.0104	2683.2546	2960.8327	38.1207	2763.7523	3049.6577
General Maintenance Worker III	4.3	3	36.7147	2661.8176	2937.1780	38.1833	2768.2903	3054.6651	39.3288	2851.3390	3146.3051
Development Services Technician	7.10	4	37.8422	2743.5602	3027.3767	39.3559	2853.3026	3148.4718	40.5366	2938.9016	3242.9259
Payroll Coordinator	2.9										
BAND 10 (349-372)											
Accounting Assistant I	2.3	1	36.3481	2635.2387	2907.8496	37.8020	2740.6482	3024.1636	38.9361	2822.8677	3114.8885
Facilities Leader	4.17	2	37.4760	2717.0112	2998.0813	38.9751	2825.6917	3118.0046	40.1443	2910.4624	3211.5447
Planner II	7.5	3	38.6037	2798.7688	3088.2966	40.1479	2910.7195	3211.8284	41.3523	2998.0411	3308.1833
GIS Programmer	8.7	4	39.7314	2880.5263	3178.5118	41.3207	2995.7474	3305.6523	42.5603	3085.6198	3404.8219
Fire and Public Safety Coordinator	4.20										
Landfill Gas Technician	3.19										

"Schedule A"
REGIONAL DISTRICT OF FRASER-FORT GEORGE
CUPE SALARY RATE 2022 TO 2024

Total Points	Job No.	Level No.	Jan 2022	Bi-Weekly	Rate	Jan 2023	Bi-Weekly	Rate	Jan 2024	Bi-Weekly	Rate
			\$0.25 plus 3.24%	A 72.50	B 80.00	4.00%	A 72.50	B 80.00	3.00%	A 72.50	B 80.00
BAND 11 (373-396)											
Application Specialist - 9-1-1 Systems	8.2	1	38.2371	2772.1899	3058.9682	39.7666	2883.0775	3181.3269	40.9596	2969.5698	3276.7667
Application Specialist - GIS	8.1	2	39.3649	2853.9549	3149.1917	40.9395	2968.1131	3275.1593	42.1677	3057.1565	3373.4141
Environmental Services Field Supervisor (Parks & Facility Maintenance)	3.6	3	40.4928	2935.7275	3239.4234	42.1125	3053.1566	3369.0004	43.3759	3144.7513	3470.0704
Environmental Services Field Supervisor (Solid Waste)	3.14	4	41.6206	3017.4925	3329.6469	43.2854	3138.1922	3462.8328	44.5840	3232.3380	3566.7178
Environmental Services Technician	3.15										
Public Safety Technician	9.1										
Structural and Civil Design Technician	3.13										
Application Programmer	8.6										
Public Safety Operations Quality Assurance Coordinator	4.19										
Building Inspector I	6.1										
Application Specialist - Network	8.3										
BAND 12 (397-420)											
Accounting Assistant II	2.3	1	40.1121	2908.1307	3208.9718	41.7166	3024.4559	3337.3306	42.9681	3115.1896	3437.4505
Building Inspector II	6.2	2	41.2401	2989.9107	3299.2118	42.8898	3109.5071	3431.1802	44.1764	3202.7923	3534.1157
Service Centre Leader	4.16	3	42.3678	3071.6682	3389.4270	44.0626	3194.5350	3525.0041	45.3844	3290.3710	3630.7542
		4	43.4957	3153.4408	3479.6588	45.2356	3279.5784	3618.8451	46.5926	3377.9657	3727.4105
BAND 13 (421-444)											
Emergency Services Coordinator	9.5	1	42.0011	3045.0819	3360.0903	43.6812	3166.8851	3494.4939	44.9916	3261.8917	3599.3288
Planner III	7.7	2	43.1290	3126.8544	3450.3221	44.8542	3251.9286	3588.3350	46.1998	3349.4864	3695.9850
Public Safety Coordinator	9.2	3	44.2565	3208.5970	3540.5208	46.0268	3336.9409	3682.1417	47.4076	3437.0491	3792.6059
Bylaw Enforcement Officer	5.7	4	45.3847	3290.3920	3630.7774	47.2001	3422.0077	3776.0085	48.6161	3524.6679	3889.2887
BAND 14 (445-468)											
Community Services Leader	9.4	1	43.8905	3182.0630	3511.2420	45.6461	3309.3455	3651.6916	47.0155	3408.6259	3761.2424
Finance Leader	2.5	2	45.0184	3263.8356	3601.4737	46.8192	3394.3890	3745.5327	48.2237	3496.2206	3857.8986
Operations Leader	3.12	3	46.1460	3345.5856	3691.6807	47.9918	3479.4091	3839.3479	49.4316	3583.7913	3954.5284
Utilities Leader	3.5	4	47.2737	3427.3432	3781.8959	49.1646	3564.4369	3933.1718	50.6396	3671.3700	4051.1669
Waste Diversion Program Leader	3.16										
Planning Leader	9.8										
Technology Analyst	8.3										

"Schedule A"
REGIONAL DISTRICT OF FRASER-FORT GEORGE
CUPE SALARY RATE 2022 TO 2024

			Jan 2022	Bi-Weekly	Rate	Jan 2023	Bi-Weekly	Rate	Jan 2024	Bi-Weekly	Rate
Total Points	Job	Level	\$0.25 plus	A	B	4.00%	A	B	3.00%	A	B
Job Title	No.	No.	3.24%	72.50	80.00		72.50	80.00		72.50	80.00
BAND 15 (469-492)											
Senior Building Inspector	6.7	1	45.7654	3317.9888	3661.2290	47.5960	3450.7084	3807.6782	49.0239	3554.2296	3921.9085
		2	46.8931	3399.7464	3751.4443	48.7688	3535.7362	3901.5020	50.2318	3641.8083	4018.5471
		3	48.0211	3481.5264	3841.6843	49.9419	3620.7874	3995.3517	51.4402	3729.4111	4115.2122
		4	49.1487	3563.2839	3931.8995	51.1147	3705.8153	4089.1755	52.6481	3816.9898	4211.8508
BAND 16 (493-516)											
Development Services Supervisor	7.9	1	47.6543	3454.9400	3812.3476	49.5605	3593.1376	3964.8415	51.0473	3700.9318	4083.7868
Environmental Services Technologist	3.15	2	48.7823	3536.7200	3902.5876	50.7336	3678.1888	4058.6911	52.2556	3788.5345	4180.4519
		3	49.9098	3618.4626	3992.7864	51.9062	3763.2011	4152.4978	53.4634	3876.0972	4277.0727
		4	51.0379	3700.2501	4083.0346	53.0795	3848.2601	4246.3560	54.6718	3963.7079	4373.7467

Schedule 'B' Position Classification

The following are positions that are considered Schedule 'B' inside worker positions:

Current Positions
9-1-1 CAD-RMS Technician
Accounting Assistant I
Accounting Assistant II
Accounting Clerk Typist
Application Programmer
Application Specialist – 9-1-1 Systems
Application Specialist - GIS
Application Specialist - Network
Building Inspector I
Building Inspector II
Bylaw Enforcement Officer
Clerk II – Information Technology
Clerk Typist II – Administration
Clerk Typist II – Reception
Clerk Typist III – Corporate Services
Clerk Typist III – Corporate Services/ Reception
Clerk Typist III – Financial Services
Community Services Leader
Community/Public Safety Assistant
Cultural and Communications Coordinator
Development Services Supervisor
Development Services Technician
Emergency Services Coordinator
Environmental Services Assistant
Environmental Services Program Analyst
Environmental Services Technologist
Finance Leader
Fire and Public Safety Coordinator
Fire and Public Safety Educator
GIS Programmer
GIS Technician
Operations Leader
Payroll Coordinator
Planner I
Planner II
Planner III
Planning Leader

Public Safety Coordinator
Public Safety Operations Quality Assurance Coordinator
Senior Building Inspector
Service Centre Leader
Service Centre Representative
Structural and Civil Design Technician
Solid Waste and Waste Diversion Coordinator
Technology Analyst
User Support Technician
Waste Diversion Program Leader

A position may be deleted or added to the list of Schedule 'B' by mutual agreement of the Parties at any time during the term of the Collective Agreement.

Schedule 'C' Position Classification

The following are positions that are considered Schedule 'C' outside worker positions:

Facilities Leader
General Maintenance Worker I
General Maintenance Worker II
General maintenance Worker III

A position may be deleted or added to the list of Schedule 'C' by mutual agreement of the Parties at any time during the term of the Collective Agreement.

Schedule 'D' Position Classification

The following are positions that are considered Schedule 'D' outside worker positions:

Environmental Services Field Supervisor (Parks & Facility Maintenance)
Environmental Services Field Supervisor (Solid Waste)
Environmental Services Lead Hand
Environmental Services Technician
Environmental Services Worker I
Environmental Services Worker II
Landfill Gas Technician
Public Safety Technician
Utilities Leader

A position may be deleted or added to the list of Schedule 'D' by mutual agreement of the Parties at any time during the term of the Collective Agreement.