

COLLECTIVE AGREEMENT

between the

**REGIONAL DISTRICT OF
OKANAGAN-SIMILKAMEEN (RDOS)**

and the

**B.C. GOVERNMENT AND SERVICE
EMPLOYEES' UNION (BCGEU)**

Effective from January 1, 2020 to December 31, 2023

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DEFINITIONS

For the purposes of this agreement:

- (1) "*Bargaining Unit*" is the unit for collective bargaining described in the certification for which the B.C. Government and Service Employees' Union was certified by the Labour Relations Board of British Columbia on October 21, 1997.
- (2) "*Callout*" means when an employee is called to work outside of their regular working hours. This work may include problem identification, corrective actions and related tasks.
- (3) "*Chief Administrative Officer*" means the senior administrative officer of the Regional District of Okanagan-Similkameen as established under Section 197 of the *Local Government Act of BC*.
- (4) "*Department Manager*" means the senior manager of the department reporting directly to the Chief Administrative Officer.
- (5) "*Employee*" means a member of the bargaining unit and includes:
 - (a) "*Regular employee*" meaning an employee who has completed the probation period and who is employed for work which is of a continuous nature;
 - (i) "*Full-time employee*" an inside employee who is scheduled to work 35 hours per week and an outside employee who is scheduled to work 40 hours per week;
 - (ii) "*Part-time employee*" meaning an employee who is employed for work that is less than full-time;
 - (iii) "*Seasonal employee*" meaning any regular full-time employee whose annual period of active employment is for one or more seasons but less than a calendar year.
 - (b) "*Temporary employee*" meaning an employee who is employed for work which is not of a continuous nature such as positions that are created to carry out special projects or work which is not continuous and which may be for a specific period of time due to absence of an employee through illness, accident, vacation, approved leave of absence, or extra workload.
 - (c) "*Casual employee*" means an employee who is hired to cover for employees on vacation and other short-term leaves and includes positions to provide on call coverage/assistance for employees.
 - (d) "*Probationary employee*" means any new employee of the Regional District in the process of filling the initial probationary requirements.
 - (e) "*Student*" means an employee who is attending school, college, or university who has just completed their studies or intends to return to school, college or university in the subsequent academic year.
- (6) "*Employer*" means the Regional District of Okanagan-Similkameen.
- (7) "*Immediate Supervisor*" means the individual to whom the employee reports to directly and may be a member of the bargaining unit.
- (8) "*Party*", as used in Articles 8 and 9 of this agreement, shall mean the Union and it shall also mean the Employer.
- (9) "*Seniority*" means an employee's length of service as an employee with the Employer.

(10) "*SIMEA*" means Southern Interior Municipal Employers' Association of which the Employer is a member.

(11) "*Standby*" an employee on "*standby*" is to maintain themselves after hours in the required state of readiness as the designated contact person who will provide a callout response.

(12) "*Union*" means the B.C. Government and Service Employees' Union.

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

(a) The purpose of this agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.

(b) The parties to this agreement share a desire to improve the quality of the service of the Regional District of Okanagan-Similkameen. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels of the service in which members of the bargaining unit are employed.

1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provisions of this agreement, the remaining provisions shall remain in effect for the term of the agreement.

1.3 Gender Neutral Language and Use of Terms

The parties agree to utilize non-gendered language such as "*them*", "*they*", and "*their*" in place of "*he*", "*she*", "*him*" and "*her*", throughout the agreement where appropriate. Wherever the singular is used in this agreement, it shall be considered as if the plural has been used where the context of the party or parties hereto so require.

1.4 Discrimination and Harassment

(a) There shall be no discrimination, interference, restriction or coercion with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of race, creed, age, colour, national origin, political or religious affiliation, place of residence, sex or marital status, nor by reason of their membership or non-membership in a trade union.

(b) All employees have the right to work without sexual harassment. Any complaint alleging sexual harassment will be dealt with in the grievance procedure and will commence at Step 2 as outlined in Article 8.

1.5 Letters of Understanding

Any Letter of Understanding negotiated between the Employer and the Union shall be deemed to form part of this agreement upon execution and shall terminate with the agreement unless specifically incorporated within any renewal agreement. A Letter of Understanding shall be identified by a heading and a number and must be signed by authorized representatives of both parties.

1.6 Conflict with Regulation

In the event that there is a conflict between the contents of this agreement and any regulation made by the Employer, or on behalf of the Employer, this agreement shall take precedence over the said regulation.

1.7 Human Rights Code

The parties hereto subscribe to the principles and protections provided for in the *Human Rights Code* of British Columbia.

ARTICLE 2 - UNION RECOGNITION AND RIGHTS**2.1 Bargaining Agent or Recognition**

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees to whom the certification issued by the Labour Relations Board on October 21, 1997 applies. The Employer will not create new excluded positions without prior discussion at the Labour Management Committee. The Employer will notify the Union of the details of all new excluded positions as soon as the details are available.

2.2 Correspondence

The Employer agrees that all correspondence between the Employer and the Union shall be sent to the union area staff representative. The Employer agrees to copy the union area staff representative with any correspondence between the Employer and an employee as it pertains to this agreement, except as otherwise permitted in other sections of this agreement. All correspondence from the Union to the Employer shall be sent to the Chief Administrative Officer (CAO).

2.3 No Other Agreement

No employee covered by this agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which may conflict with the terms of this agreement.

2.4 Recognition and Rights of Stewards

- (a) The Employer recognizes the Union's right to select stewards to represent employees. The Employer and the Union will agree upon the number of stewards taking into account both operational and geographic considerations. The Union agrees to provide the Employer with a list of employees designated as stewards.
- (b) The steward or their alternate shall obtain the permission of management before leaving their work to perform their duties as steward. Such permission shall not be unreasonably withheld. On resuming their normal duties, the steward shall notify management.
- (c) Duties of the stewards shall include:
 - (1) Investigation of complaints of an urgent nature;
 - (2) Investigation of grievances and assisting any employee who the steward represents in presenting a grievance in accordance with the grievance procedure;
 - (3) Supervision of ballot boxes and other related functions during ratification votes;
 - (4) Attending meetings at the request of the Employer.

2.5 Time Off for Union Business

With Pay - leave of absence with pay and without loss of seniority may be granted:

- (a) to stewards, or their alternates, to perform their duties as stewards;
- (b) to employees called by the Employer to appear as witnesses before an arbitration board dealing with a matter between the parties to this agreement;
- (c) to the Union's appointees to the Labour/Management Committee while meeting with management representatives.

The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

Without Pay - leave of absence without pay and without loss of seniority may, subject to operational requirements, be granted:

- (a) to an elected or appointed representative of the Union to attend conventions or other bona fide meetings or functions of the Union and any trade union body to which the Union is affiliated;
- (b) for employees who are representatives of the Union on the Bargaining Committee to attend meetings of the Bargaining Committee;
- (c) to employees who are representatives of the Union on the Union Bargaining Committee to leave their employment to carry on negotiations with the Employer; and
- (d) to employees called to appear as witnesses before an arbitration board dealing with a matter between the parties to this agreement.

The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

2.6 Bulletin Boards

The Employer shall provide a bulletin board or similar facilities for the exclusive use of the Union's communications, the site/type to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business affairs of the Union.

2.7 Right to Respect Picket Lines

- (a) 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 relevant provincial labour legislation. Any employee failing to report for duty shall be considered absent without pay.
- (b) Failure 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.

2.8 Bargaining Unit Work

Excluded personnel shall not perform bargaining unit work on a regular or continuous basis.

2.9 Union Insignia

A union member shall have the right to wear or display the recognised insignia of the Union on their personal property while on the Employer's premises.

2.10 Employees Remain on Payroll

To facilitate the administration of this clause when leave without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred. Leave of absence granted under this clause shall include sufficient travel time. The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this clause. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rates of pay while on leave of absence with pay.

2.11 Union Meetings

Where the Employer has given approval for a union meeting at the workplace, meetings will take place after the conclusion of the employees' scheduled shift and shall not interfere with normal operations.

ARTICLE 3 - UNION SECURITY

All employees shall, as a condition of continued employment, become members of the Union and maintain such membership, within 30 days as an employee.

ARTICLE 4 - CHECK-OFF OF UNION DUES**4.1 Membership Dues**

Employees shall be required to pay regular monthly dues to the Union as a condition of employment and the Employer shall collect such dues through payroll deduction and remit to the Union monthly.

4.2 Employee Authorization

An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from the employee's monthly wages or salary the amount of the regular monthly dues payable to the Union by a member of the Union.

4.3 Assessments

The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.

4.4 Remittance to the Union

Deductions shall be made biweekly and remitted to the President of the Union no later than the 15th day of the subsequent month. The Employer will provide to the Union with every regular dues remittance the information provided in the chart below. The information will be provided electronically in the file format ".csv".

Column Order	Name	Format	Format Description
1	Member SIN	XXXXXXXXXX	9 digits, no dashes or spaces
2	Member Last Name		
3	Member First Name		
4	Dues	XXXX.XX	No commas or dollar signs
5	Gross Wages for Period	XXXX.XX	No commas or dollar signs

Column Order	Name	Format	Format Description
6	Job/ Position Title		
7	Service Start Date	yyyymmdd	
8	Appointment Code		Regular, Auxiliary, etc
9	Work Location Name		
10	Work Location Address		

4.5 Union to Advise Amounts

The Union shall advise the Employer in writing of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted until changed by written notice to the Employer, signed by the President of the Union. Upon receipt of two weeks such notice of the changed amount shall be the amount deducted.

4.6 Employer to Advise

A report of employees who cease employment will be provided to the Union on a quarterly basis.

4.7 Electronic Fund Transfer

- (a) The Employer will submit union dues remittance by Electronic Fund Transfer (EFT). The EFT will be submitted with an email to direct.deposit@bcgeu.ca including the EFT date and dollar amount.
- (b) Each EFT email will also include:
- (1) Employer name
 - (2) Pay period type (eg: monthly, semi-monthly, biweekly etc)
 - (3) Pay period number
 - (4) Pay period end date
 - (5) Pay period pay date.

ARTICLE 5 - NEW EMPLOYEES

- (a) The Employer agrees to acquaint new employees of the fact that a collective agreement is in effect and with the conditions of employment set out in Article 4.
- (b) The Employer agrees to provide each new employee, at the time of hire or the date the employee commences employment, with a hire letter which will include the following wording:

Your union steward is _____ who can be located at _____; work phone _____; extension _____. You are entitled to a meeting with your steward for 15 minutes during working hours during the first 30 calendar days of employment, without loss of pay. Where the steward is on your worksite, the steward will assist you with completing the Union Membership Application Card. If the steward does not work on your worksite, please contact the steward by phone to arrange to complete and forward the card to BCGEU Headquarters in Burnaby. There is no initiation fee.

- (c) Copies of the letter to each new employee will be distributed to the shop steward.

ARTICLE 6 - EMPLOYER'S RIGHTS

The Union agrees that the management and control of the Employer's business and the direction and control of the Employer's workforce are vested exclusively in the Employer, subject only to the limitations imposed upon the Employer by the provisions of this agreement. The Union further recognizes and agrees that the Employer retains all the customary rights, responsibilities, functions and prerogatives of management, except as expressly modified or restricted by a specific provision of this agreement.

ARTICLE 7 - EMPLOYER/UNION RELATIONS**7.1 Representation**

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers, union stewards, and authorized committee members. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

7.2 Union Bargaining Committee

A union bargaining committee shall not exceed three members of the bargaining unit. The Committee may also include the staff of the Union.

7.3 Union Representatives

The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settling of a grievance.

7.4 Technical Information

The Employer agrees to provide to the Union such information that is available and legally permitted relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes.

ARTICLE 8 - GRIEVANCES**8.1 Grievance Procedure**

The Employer and the Union agree that disputes arising from:

- (a) the interpretation, application or alleged violation of the agreement, including all memoranda, letters and addenda attached to the collective agreement including the question of arbitrability; or
- (b) the dismissal, suspension or discipline of any employee in the bargaining unit;

shall be resolved in accordance with the following procedures.

8.2 Step 1

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the designated local supervisor. The aggrieved employee shall have the right to have a steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written

grievance to the department manager, through the union steward, to Step 2 of the grievance procedure. When the aggrieved employee is a steward they shall not, where possible, act as a steward in respect of their own grievance, but shall submit the grievance through another steward or union staff representative.

8.3 Time Limits to Present Initial Grievance

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Article 8.4, must do so not later than 30 days after the date:

- (a) on which they were notified orally or in writing of the action or circumstances giving rise to the grievance, or
- (b) on which they first became aware of the action or circumstances giving rise to the grievance.

8.4 Step 2

- (a) Subject to the time limits in Article 8.3, the employee may present a grievance at this level by:
 - (1) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
 - (2) stating the article or articles of the agreement violated or alleged to have been violated, and the remedy or correction required; and
 - (3) transmitting this grievance to the designated manager through the union steward.
- (b) The manager shall:
 - (1) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2; and
 - (2) provide the employee with a receipt stating the date on which the grievance was received.

8.5 Time Limit to Reply to Step 2

The Employer's designate at Step 2 shall reply in writing to the Union within 14 days of receiving the grievance at Step 2.

8.6 Step 3

The President of the Union, or their designate, may present a grievance at Step 3:

- (a) within 14 days after the reply has been conveyed to them by the manager; or
- (b) within 14 days after the Employer's response was due.

The parties agree to meet within 14 days of receipt of the grievance being presented at Step 3 or such other time period as mutually agreed. The purpose of the meeting will be a further review of the facts and positions with a view to resolve the matter in the presence of the CAO.

8.7 Time Limit to Reply to Step 3

The representative designated by the Employer to handle grievances at Step 3, the CAO, shall reply in writing to the grievance within 14 days of the meeting described in Clause 8.6.

8.8 Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step 3, and pursuant to Article 9 (Arbitration), the President, or their designate, may inform the Employer of their intention to submit the dispute to arbitration within:

- (a) 30 days after the Employer's reply at Step 3 has been received; or
- (b) 30 days after the Employer's reply was due.

8.9 Failure to Act

If the President of the Union, or designate, does not present a grievance to the next higher level within the prescribed time limits, the grievance will be deemed to be abandoned. However, the Union shall not be deemed to have prejudiced its position on any future grievance.

8.10 Amending of Time Limits

The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing. Where a grievance or a reply is presented by mail it shall be deemed to be presented on the day on which it is postmarked and it shall be deemed to be received on the day it was delivered to the appropriate office of the Employer or the Union. Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by priority courier or facsimile.

8.11 Dismissal or Suspension Grievance

- (a) In the case of a dispute arising from an employee's dismissal, the grievance may be filed directly at arbitration within 30 days of the date on which the dismissal occurred, or within 30 days of the employee receiving notice of dismissal.
- (b) In the case of a dispute arising from an employee's suspension, the grievance may commence at Step 2 or 3 of the grievance procedure within 30 days of the date on which the suspension occurred, or within 30 days of the employee receiving notice of suspension.

8.12 Deviation from Grievance Procedure

- (a) The Employer agrees that, after a grievance has been initiated by the Union, the Employer's representative will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly, with the aggrieved employee without the consent of the Union.
- (b) In the event that after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this article, the grievance shall be considered to have been abandoned.
- (c) Notwithstanding (b) above, an employee who has filed a complaint with the Human Rights Tribunal, unrelated to harassment, shall not have their grievance deemed abandoned through the filing of the complaint.

8.13 Policy Grievance

Where either party disputes the general application, interpretation or alleged violation of an article of this agreement, the dispute shall be discussed initially with the Employer or the Union, as the case may be, within 30 days of the occurrence.

Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 9 (Arbitration).

8.14 Technical Objections to Grievances

It is the intent of both parties of this agreement that no grievance shall be defeated merely because of a technical error, other than time limitations in processing the grievance through the grievance procedure. To this end, an arbitration board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

8.15 Management Grievance

The Employer may initiate a grievance at Step 3 of the grievance procedure by the Employer or designate presenting the grievance to the President of the Union or designate. Time limits and process are identical to a union grievance.

ARTICLE 9 - ARBITRATION**9.1 Arbitration**

- (a) The Employer shall appoint one member to this Board and the Union shall appoint one member to this Board, and these two appointees shall agree upon a chairman. In the event that these two appointees cannot agree upon a chairman, the Minister of Labour shall appoint a chairman.
- (b) Notwithstanding the foregoing, the parties may mutually agree to the use of a single arbitrator, who will be governed by the provisions of this article. Failing to agree on a single arbitrator, the provisions of the three person board will apply.

9.2 Work Stoppage

All grievances shall be finally and conclusively settled in the manner set out in this article without slowdown or stoppage of work.

9.3 Decision of the Arbitrator

- (a) The Board of Arbitration appointed in accordance with this article shall be governed by the provisions of the agreement, and shall not have the right to add to, delete from, to change or make any decision contrary to the provisions of this agreement. The decision of the Board of Arbitration shall be final and binding on both parties. Except as otherwise provided in this agreement, no board of arbitration may award retroactively beyond 26 days preceding the date of the written grievance.
- (b) The Board of Arbitration shall hear the grievance within a 14 day period from the appointment of the Chairman and shall render its decision within 30 days following arbitration.

9.4 Composition of Board of Arbitration

Upon receipt of notice to arbitrate, pursuant to Clause 9.1, the parties will select a mutually agreeable arbitrator.

Should the parties be unable to agree to an arbitrator either party may apply to the Labour Relations Board for appointment of an arbitrator.

9.5 Costs

The fees and expenses of the Arbitrator will be shared equally by the parties.

9.6 Arbitration Board Procedure

The Arbitrator shall determine the procedure for resolving a dispute subject to the principles of fair and equitable treatment of the parties and the rules of natural justice. The decision of the Arbitrator will be final and binding upon the parties.

9.7 Restrictions on the Arbitrator

The Arbitrator is restricted to dealing with the questions designated in Clause 8.1 above and shall not have the power to change this agreement by adding, deleting, amending, altering or modifying any of its terms and conditions.

9.8 Expedited Arbitration

- (a) Where the parties mutually agree beforehand, they may meet to review outstanding grievances to determine by mutual agreement those grievances suitable for this process.
- (b) The parties shall mutually agree upon one single arbitrator who shall be appointed to hear and resolve such grievances.
- (c) The Arbitrator shall hear the grievances and shall render a decision within two working days of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey the decision.
- (d) Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- (e) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (f) The parties shall equally share the cost of the fees and expenses of the arbitration and hearing rooms.

ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE**10.1 Burden of Proof and Notice Requirement**

In all cases of discipline, the burden of proof of just cause shall rest with the Employer. Notice of discipline shall be in writing and shall set forth the reasons. A copy of the written notice involving a suspension or dismissal shall be forwarded to the staff representative of the Union within five working days of the action being taken.

10.2 Access to Personnel File

An employee, or the President of the Union or their designate with the written authority of the employee, shall be entitled to review the employee's personnel file, both paper and, if applicable, electronic, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance. The employee, or the President or their designate, as the case may be, shall give the Employer adequate notice prior to having access to such file.

It is understood that some information on an employee's file, involving a third party, could be subject to the *Freedom of Information and Protection of Privacy Act*.

10.3 Right to Have Steward Present

(a) An employee shall have the right to have their steward present at any meeting with a supervisor or manager involving disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact their steward, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

(b) A steward shall have the right to consult with a staff representative of the Union and to have a local union representative present, at any discussion with supervisory personnel which the steward believes might be the basis of disciplinary action against the steward providing that this does not result in an undue delay of the appropriate action being taken.

10.4 Rejection During Probation

All employees shall be on probation for a period of 60 working days.

The Employer may dismiss a probationary employee for just cause. The test of dismissal for just cause shall be a test of suitability for the probationary employee for continued employment in the position to which they have been appointed. A probationary period extension may be considered with the agreement of the Union.

10.5 Trial Period on Job Postings

In the case of job postings, a successful applicant shall be placed on trial for a period of 60 working days. Conditional on satisfactory completion of the trial period, the appointment shall be confirmed. In the event the successful applicant proves unsatisfactory in the new position during the trial period or if the employee is unable to perform the duties of the new job classification, the employee shall be returned to the former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions, shall also be returned to the former position, wage or salary rate, without loss of seniority.

10.6 Personnel File

Written censure, letters of reprimand and adverse reports recorded on an employee's personnel file shall be removed automatically after the expiration of 18 months from the date it was issued, provided there are no further related infractions.

Suspensions shall be removed automatically after the expiration of 36 months from the date it was issued, provided there are no further related infractions.

ARTICLE 11 - SENIORITY**11.1 Seniority Defined**

Seniority is an employee's length of service as an employee with the Employer.

11.2 Seniority List

The Employer shall forward an updated seniority list to the, shop steward and BCGEU area office, on or before the first day of April each year. Such list shall be posted at the worksite. Employees have 30 days from the date posted to bring forward any discrepancies to the Employer.

The Employer shall post on April 1st of each year a separate seniority list for temporary and casual employees based on hours worked for the Employer.

11.3 Seniority for New Employees

Employees will not accrue seniority while on probation. Upon completion of the probation period, a regular employee's seniority shall be calculated from the date the employee commenced employment. When required, a casual or temporary employee's seniority will be calculated based on hours worked for the Employer converted to a date of commenced employment using 1820 hours a year for a seven-hour workday and 2080 hours a year for an eight-hour workday.

11.4 Loss of Seniority

- (a) Except as otherwise provided in this agreement, an employee on leave of absence without pay shall not accrue seniority for leave periods over 20 working days. Upon returning, the employee shall be placed in their former position or a position paying an equivalent salary.
- (b) An employee shall lose their seniority as an employee in the event that:
 - (1) they are discharged for just cause;
 - (2) they voluntarily terminate their employment;
 - (3) they are on layoff for more than one year;
 - (4) their term assignment ends with no projected continuation within six months;
 - (5) they fail to report for duty for three consecutive working days without approval unless it was not reasonably possible to contact the Employer to request such approval;
 - (6) after a layoff, except for certified medical reasons, they fail to return to work on the date they were notified to do so. It shall be the responsibility of the employee to keep the Employer informed of their current address and phone number.

When an employee loses their seniority, their right to continue employment shall cease.

11.5 Re-Employment

In the event of re-employment, such person shall start as a new employee and their right to seniority and other benefits based upon their length of service with the Employer shall be calculated from their date of re-employment.

ARTICLE 12 - JOB POSTINGS

12.1 Posting

- (a) All positions within the bargaining unit that are vacant and that the Employer intends to fill, or all new positions that are to be filled shall be posted on the bulletin board for a period of not less than five working days prior to the closing date. Such postings shall contain the classification and salary range.
- (b) The Employer may fill a temporary position which is required for a specific period of time due to absence of an employee through illness, accident, vacation, approved leave of absence, or extra workload, without posting.
- (c) Qualified internal candidates shall be considered prior to external posting.

- (d) All employees may apply for job postings.

12.2 Role of Seniority on Appointments

Appointments shall be made by the Employer. Where the employee can demonstrate they have the qualifications, skill, knowledge and the ability to efficiently fulfill the job requirements, seniority shall be the determining factor.

12.3 Temporary Employees/Positions

When an employee has been working in a posted temporary position for one year or more and that position becomes permanent the incumbent shall have first right of refusal on the permanent position prior to it being posted.

12.4 Seasonal Employee

A seasonal employee shall be given first right of refusal on the position they held the previous season.

12.5 Letter of Preference

An employee would be considered for an anticipated job posting if they indicate their intent to apply for that job, in writing, to the Human Resources Department, prior to going on vacation or leave of absence.

ARTICLE 13 - LAYOFF AND RECALL

13.1 Layoff Provisions

In the event of a layoff, employees shall be laid off in the reverse order of their seniority, by classification, by department. An employee about to be laid off may bump an employee with less seniority, in an equal or lower paid classification bargaining unit wide, provided the employee retained has the required skill, ability, knowledge and qualifications to do the work. Accordingly, employees exercising a right to bump must advise the Employer of their intention to bump within seven working days of receipt of the Employer's current seniority list and classifications. Laid off employees shall have the first right to bump into vacancies which exist at the time of the layoff provided they have the required skill, ability, knowledge and qualifications to perform the work.

Employees who have been bumped out of their position who have one or more years of service shall have the right to bump the least senior employee bargaining unit wide provided they have the required skill, ability, knowledge and qualifications to perform the work and the least senior employee has less than one year seniority.

A junior employee may be retained, to complete a job in progress. In this case, the retaining of their service for a period not exceeding 10 working days shall not be considered a violation of the agreement.

13.2 Recall Provisions

Prior to any recall from layoff, employees who have exercised their right to bump to an equal or lower paid classification shall be returned to their regular classification provided that no more than 12 months have elapsed since the initial bump. For the purpose of recall from layoff, options are bargaining unit wide.

Employees, with recall rights, shall be recalled to work to an equal or lower paid classification, on the basis of their seniority, provided that the employee recalled has the required skill, ability, knowledge and qualifications to do the work. When emergent or short-term work of less than 10 working days occurs, the Employer may recall employees out of order of seniority.

13.3 Notice of Layoff

Any employee who has completed the probationary period from initial employment shall be given two weeks' notice of layoff. The requirement to provide two weeks' notice of layoff shall not apply in the event of a temporary suspension of work due to inclement weather or other emergency conditions beyond the control of the Employer. Within 15 working days of receipt of notice of layoff an employee must notify the Chief Administrative Officer if they elected to be placed on a recall list following layoff.

13.4 Severance Pay

Severance pay shall be provided in accordance with Part 8 of the *Employment Standards Act*.

ARTICLE 14 - HOURS OF WORK**14.1 Hours of Work**

(a) The Employer shall determine when various services are to be provided, the hours of operation of all services and facilities, the classification of positions and the numbers of employees required to provide the services.

(b) *"Inside" Employees*

The basic workday shall consist of a scheduled period of seven hours of work. The basic workday shall not generally commence before 6:00 a.m. or finish later than 5:00 p.m. No seven hour day for *"inside"* employees shall be spread over a period longer than eight hours, including not more than one hour off for lunch. The basic workweek shall consist of five consecutive days.

(c) *"Outside" Employees*

The basic workday shall consist of a scheduled period of eight hours of work. The basic workday shall not generally commence before 6:00 a.m. or finish later than 5:00 p.m. No eight hour day for *"outside"* employees shall be spread over a period longer than nine hours, including not more than one hour off for lunch. The basic workweek shall consist of five consecutive days.

(d) Where practical, employees shall be given the opportunity to rotate through the shift variations for their classification, when there is more than one established shift schedule.

(e) In order to provide effective services, it is recognized that work schedules that differ from the basic workday/week, described in 14.1(b) and (c) above, are necessary. The Employer can implement new work schedules as required provided the Employer gives the Union 14 days' notice prior to implementation. The Union agrees to waive the 14 day notice period in a situation where the Employer demonstrates an urgent requirement for change.

If the Union disputes implementation of the new schedule, it may refer the issue to a Labour Management meeting. If the dispute is not resolved at Labour Management, the Union may refer the issue to an arbitrator for final and binding resolution within 14 days of the Labour Management meeting. The arbitrator shall approve the new work schedule if it will result in a cost or efficiency saving or a service improvement or is being implemented to meet other bona fide operational requirements. A decision of the arbitrator to reject the proposed new work schedule must not be retroactive such that no premium pay is to be awarded or paid to employees who worked on the schedule during the interim period.

(f) Variations to the start and quit times within the regular scheduled workday or which fall outside the basic workday may be requested by an employee(s) and may be mutually agreed upon between the employee, manager and union steward and entered as a standing item on the Labour Management agenda. Such requests may include a flexible workday(s) whereas an employee extends the length of a day(s) and takes the earned time off within the same or following pay period. Employees may alternately choose to bank earned time off to a maximum of two days. Earned time off will be scheduled at a mutually agreed time.

14.2 Rest Periods

All employees shall have two 15 minute rest periods in each work period in excess of six hours, one rest period to be granted before and one after the meal period. Rest periods shall begin no earlier than one hour after the commencement of work and no later than one hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the employee.

If operational requirements prohibit a physical break in accordance with paragraph 1, the employee will be paid for a 15 minute break at their regular salary, in addition to their shift.

14.3 Standby

If an employee is required to be on standby at a time or times other than their normal working hours, they shall be paid a premium for each day they are on standby, as follows:

- (a) two hours pay at their regular rate of pay for each normal workday on which the employee was on standby and also worked their regular shift;
- (b) three hours pay at their regular rate of pay for each day of the weekend or statutory holiday on which the employee was on standby.
- (c) *Callout Prior to Commencement of Regular Shift*

Where an employee is called out and required to leave their residence less than four hours prior to the start of their regular shift and where the callout work is completed within one hour before or extends into their regular shift, the employee shall be entitled to one hour off with pay at straight-time to prepare for their regular shift. If the employee requests a meal under this provision the Employer will provide a meal.

- (d)
 - (1) Where an employee commences overtime work earlier than four hours prior to their regular working day or shift, they shall not return to, nor continue into, their working day or shift unless otherwise requested until they have had eight hours' time off which shall be calculated from the time their last callout finished.
 - (2) An employee shall be paid for their regular working day or shift at straight-time until the eight hours rest time expires at which time they return to work to qualify for the remainder of their working day or shift at straight-time rates.
 - (3) Notwithstanding the above, if the eight-hour rest period expires five hours or later after the normal starting of the shift, an employee will not be required to return to work but will be paid straight-time for the remainder of the shift. When on a callout, the rest period is calculated from the time their callout is finished.
 - (4) Where an employee is requested to return to work at any time during their scheduled shift before they have completed their eight-hour rest period, they shall continue to be

compensated at the overtime pay rate for all time worked, plus straight-time for the difference between the portion of the rest period taken and eight hours.

(5) Where an employee is requested to continue to work into their working day or shift without rest-time they shall continue to be compensated at the overtime pay rate for all time worked, plus straight-time for their regular day or shift.

(6) Where an employee returns to work on a regular day or works into a regular day without completing rest-time, and without their supervisor's authorization to do so, the overtime provision of this article shall not apply.

No standby payment shall be made if an employee is unable to be contacted or to report for duty when required.

14.4 Meal Periods

(a) Meal period shall not be less than one-half hour, or exceed one hour.

(b) An employee shall be entitled to take their meal period away from the workstation. Where this cannot be done, as a result of direction from the Employer, the meal period shall be considered as time worked.

14.5 Minimum Daily Hours

An employee is entitled to be paid for a minimum of four hours at the regular wage, if the employee starts work unless the work is suspended for a reason completely beyond the Employer's control, including unsuitable weather conditions.

14.6 Landfill Employees' Hours of Work

All part-time employees working at landfills may work a sixth day without capturing overtime provided they have not exceeded 40 hours a week.

14.7 Overtime for Part-Time Workers

Once hours exceed the workday of a full-time employee (seven hours for Inside Classifications, eight hours for Outside Classifications) overtime will be payable.

Once hours exceed weekly hours of a full-time employee (35 hours for Inside Classification, 40 hours for Outside Classification) overtime will be payable.

This article provides for two consecutive days off with no more than five consecutive days of work.

14.8 Travel for Training, Courses and Conferences

Travel to and from training, courses and conferences will not result in overtime. All efforts will be made to allow an employee to travel for training, courses and conferences during a regular workday. When travel time cannot be accommodated within the normal hours of work, travel time will be paid at straight-time.

ARTICLE 15 - OVERTIME**15.1 Authorization and Application of Overtime**

- (a) An employee who is required to work overtime shall be entitled to overtime compensation when:
- (1) the overtime worked is authorized in advance by the Employer;
 - (2) the employee does not control the duration of the overtime worked; and
 - (3) when overtime is required the Employer shall call out employees by seniority within the classification. This does not apply to overtime which is added to the beginning or end of a shift.
- (b) Notwithstanding the foregoing, the Employer and the Union recognize that the nature of the work carried out by persons in some classifications is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime worked.

15.2 Overtime Compensation

Overtime worked shall be compensated at the following rates:

- (a) time and one-half for the first two hours of overtime on a regularly scheduled workday; and
- (b) double-time for hours worked in excess of the two hours referred to in (a) above;
- (c) double-time for all hours worked on a day of rest.

The compensation of overtime in (a) and (b) is to be on a daily basis and not cumulative.

15.3 Overtime Entitlement

Overtime shall be compensated in 15 minute increments; however, employees shall not be entitled to any compensation for periods of overtime of less than 15 minutes per day.

15.4 Overtime and Standby Pay Option

Subject to the Employer's operational requirements, employees may select paid time off, in lieu of standby pay or overtime compensation, to an annual maximum of 70 hours for Inside Classifications or 80 hours for Outside Classifications. Time off will only be taken upon mutual agreement between the employee and their supervisor. Any unused banked time will be paid out when requested by the employee or at the end of the year. Paid time off shall be provided at the same rate as the applicable overtime and standby rates.

15.5 Travel

Time spent by an employee travelling directly to a work location, or returning directly to their residence, to perform their regular assigned duties, outside their regular hours, shall be compensated at the applicable overtime rates for all hours travelled.

15.6 Callout Compensation

- (a) An employee who is called back to work outside their regular working hours shall be compensated for a minimum of two hours at double-time rates.
- (b) Time spent by an employee travelling directly to work or returning directly to their residence, before and after callout, shall be compensated at the overtime rate.

15.7 Callout Time which Abuts the Succeeding Shift

- (a) If the callout is for two hours or less, the employee will be required to work the callout period and the whole of the abutting shift. In this case, compensation shall be double-time rates for the callout period and straight-time rate for the regular shift.
- (b) For the purpose of (a) above, it is agreed that "*callout*" means that the employee has been called out without prior notice.

ARTICLE 16 - PAID HOLIDAYS**16.1 Paid Holidays**

The Employer will observe the following as paid statutory holidays:

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

and any other day declared or proclaimed a statutory or public holiday by the Employer or by the Province of British Columbia or the Government of Canada.

16.2 Holiday Falling on a Non-Working Day

- (a) An employee whose workweek is from Monday to Friday, and when any of the above noted holidays falls on a Saturday or Sunday, the Employer may declare that either the preceding Friday or the following Monday or Tuesday be observed in lieu of that holiday.
- (b) Should a statutory or public holiday be observed on a day that is a non-working day for an employee, such employee shall be given a holiday with pay at some other time not later than their next annual vacation.

16.3 Holiday Falling on a Scheduled Workday

An employee who works on a statutory holiday, and qualifies for statutory holiday pay per the *Employment Standards Act* (the "*Act*"), shall be compensated at the rate of double-time for hours worked, plus a day off in lieu of the holiday. The scheduling of the lieu day shall be by mutual agreement. Employees who do not qualify for statutory holiday pay under the *Act* shall be compensated for their hours worked at their regular rate.

16.4 Holiday Coinciding with a Day of Vacation

Where a regular full-time or part-time employee is on vacation leave and a day of paid holiday falls within that period, the paid holiday shall not count as a day of vacation.

16.5 Paid Holiday Leave

Payment for holidays will be made at an employee's basic pay. No employee shall receive holiday pay for a statutory or public holiday unless they have been continuously employed for a period of 30 calendar

days immediately preceding the holiday and worked or earned wages for 15 of the 30 calendar days preceding the holiday.

Regular part-time employees shall receive paid holidays on a pro-rated basis provided they have worked eight days of the 30 calendar days preceding the holiday.

ARTICLE 17 - ANNUAL VACATIONS

17.1 Annual Vacation Entitlement

- (a) (1) Employees who have completed one year of service shall be entitled to three weeks annual vacation. Commencing from the first day of employment, and continuing up to the date of the employee's sixth anniversary of service.
 - (2) Employees who have completed six years of service shall be entitled to four weeks annual vacation. Following the sixth anniversary of service and continuing up to the date of the employee's 14th anniversary of service.
 - (3) Employees who have completed 14 years of service shall be entitled to five weeks annual vacation. Following the 14th anniversary of service and continuing up to the date of the employee's 21st anniversary of service, effective January 1, 2016.
 - (4) Employees who have completed 21 years of service shall be entitled to six weeks annual vacation, effective January 1, 2016.
- (b) Vacation will not accrue while an employee is on sick leave for more than five days, Wage Indemnity, Long-Term Disability, Workers' Compensation, or on an unpaid leave.
 - (c) Regular part-time employees shall be entitled to receive vacation pursuant to Article 17 on a pro-rated basis effective January 1, 2013.

17.2 Scheduling

- (a) Regular full-time and part-time employees are entitled to use any accumulated vacation credits upon completion of a minimum of 60 working days of service.
- (b) Regular full-time and part-time employees are encouraged to take annual vacations in unbroken periods which are a minimum of one week in duration.
- (c) Annual vacations shall be scheduled at a time that is mutually agreed upon by the employee and Employer. Preference in choice of vacation period shall be given to the employee with the greatest seniority, provided that the vacation request is submitted prior to March 15th of each year. Requests submitted after March 15th will be granted on a first come, first served basis.
- (d) Vacation credits for the full year will be advanced January 1st of each year provided that the employee has signed a form authorizing the Employer to deduct outstanding amounts in the case of resignation, layoff or termination of employee.

17.3 Vacation Carryover

At January 1st of any calendar year, accumulated vacation credits shall not exceed the time accumulated during the preceding calendar year.

Approval of the Chief Administrative Officer is required for any vacation accumulation (carryover) which provides for credits, at January 1st of any calendar year, in excess of those specified above. Approval must be obtained in writing prior to December 1st of any calendar year.

Carryover of vacation shall only be approved in exceptional circumstances. Where an employee receives approval to carry over vacation, the days carried forward plus the vacation earned in the previous year (the total entitlement at January 1st) must be used during the calendar year to which it is carried over.

17.4 Callback on Vacation

Employees who have commenced their annual vacation shall not be called back to work except in cases of extreme emergency.

17.5 Vacation Year

The vacation year shall be based on each employee's date of hire.

ARTICLE 18 - SICK LEAVE

18.1 Sick Leave Defined

Sick leave is a period of time that a regular full-time employee is permitted to be absent from work due to illness, family illness (Article 19.2) and various health related absences including medical, dental, paramedical and counselling appointments. Health related medical appointments are generally expected to be scheduled outside of regular working hours. Where this is not possible, they are to be scheduled so as to minimize any disruption of the workday.

18.2 Sick Leave Bank

Regular full-time employees shall accrue sick leave at a rate of three-quarters a "day" per month to a maximum of 10 "days". A "day" shall mean the average number of hours in an employee's workday based on the average number of hours in the employee's workweek over their complete shift schedule cycle. Sick leave accrues biweekly.

If an employee exhausts their sick leave bank and requires sick leave prior to accruing additional leave the Employer may allow the employee to incur a deficit on the leave bank up to six days.

New regular full-time employees shall be credited with six "days" sick leave on their commencement date. A regular full-time employee who terminates their employment with a deficit in the sick leave bank shall have their final pay adjusted for any deficit with the consent of the employee.

Sick leave shall not accrue while regular full-time employees are on Wage Indemnity, Long-Term Disability, Workers' Compensation, layoff or other unpaid leave.

18.3 Sick Leave Pay

Pay for sick leave shall be deducted from the regular full-time employee's sick leave bank on an equivalent and actual time basis to a maximum of five days per sick leave claim, subject to the balance in the regular full-time employee's sick leave bank. The employee must follow any and all requirements of the Employer to qualify for sick leave pay.

18.4 Wage Indemnity Plan

Commencing the sixth day of a continuous absence, to a maximum of 26 weeks from the first day of sick leave, a regular full-time employee who continues to qualify for sick leave shall receive 70% of gross regular weekly earnings through a Wage Indemnity Plan. The regular full-time employee shall pay the premium for the Wage Indemnity Plan. A regular full-time employee shall receive any wage loss benefits to which they may be entitled directly from the Wage Indemnity Plan carrier. Health and welfare benefits and their premium cost share arrangement will continue during any period of Wage Indemnity.

A regular full-time employee who participates in a Return to Work Program while drawing Wage Indemnity benefits will have their Wage Indemnity benefit augmented so as to provide 100% of the employee's normal net take home pay, subject to normal benefit and statutory deductions.

- (a) Participation in the Wage Indemnity Plan is mandatory for regular full-time employees.
- (b) Coverage for sick leave, including Wage Indemnity, commences the date of completion of three months continuous service or when a regular full-time employee becomes eligible to have their name entered on the seniority list.
- (c) The Southern Interior Municipal Employers' Association (SIMEA) is the Policyholder and administrator of the Wage Indemnity Plan.
- (d) Surplus funds available as a result of positive claims experience under an ASO Wage Indemnity plan will be used for future wellness initiatives which may include benefits and/or premiums. The Employer will provide the Union with an annual report on the status of the Wage Indemnity account.

18.5 Reporting Sickness or Injury

- (a) The employee shall inform their supervisor prior to the commencement of their shift, or as soon as possible thereafter, of their inability to work because of illness or injury.
- (b) The employee may be required to provide a doctor's certificate for illness or injury. In the case of family illness, the employee may be required to provide a medical certificate.
- (c) The Employer may require a doctor's certificate if a pattern of absence is noted.
- (d) When an employee is required to provide a doctor's note to the Employer while on sick leave, the employee will cover the costs of the first doctor's note. Any subsequent medical documentation required to return to work shall be covered by the Employer through reimbursing the employee upon presentation of receipts.

18.6 Return to Work

In any case where an employee has been absent due to illness or injury for a period of time in excess of one month, the employee shall provide their supervisor with notice of intent to return to work as follows:

- (a) one to six months inclusive - two working days' notice;
- (b) six months to 18 months inclusive - five working days' notice; and
- (c) 18 months or more - 20 working days' notice.

18.7 Balance of Entitlement Request

An employee shall be advised of the balance of their sick leave credits within seven days of written request to the Employer.

ARTICLE 19 - SPECIAL AND OTHER LEAVE**19.1 Bereavement Leave**

In the event of a death in the immediate family of a regular full-time employee, or an employee's spouse, provided that the employee is not already on leave, the Employer shall grant a maximum of three regularly scheduled workdays leave without loss of pay or benefits for an employee to attend to the affairs of the funeral. "*Immediate family*" shall mean: spouse, common-law spouse, child (including step or foster), parents (including step or foster), brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, grandparents, fiancé, aunt, uncle, niece, nephew, and grandchild.

A maximum of two additional days' leave without loss of pay or benefits will be granted in the event of the death of an employee's spouse, fiancé, parent or child.

One-half day shall be granted without loss of salary or wages to attend a funeral as a pallbearer, provided such employee has the approval of their supervisor.

19.2 Family Illness

In the case of a sudden illness of an employee's child or family member permanently residing at the employee's household, and when no one at the employee's home other than the employee can provide for the needs of the ill child or family member, the employee shall be entitled, after notifying their supervisor, to utilize the entitlement described in Article 18.1 for this purpose.

The employee agrees to make reasonable efforts to acquire suitable care for the ill party as to limit the application of this section.

19.3 Leave for Court Appearance

(a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or Crown witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.

(b) An employee in receipt of their regular earnings while serving at court shall remit to the Employer, all monies paid to them by the court, except travelling and meal allowances not reimbursed by the Employer.

19.4 General Leave

Notwithstanding any provision for leave in this agreement, the Employer may grant a general leave of absence without pay to any employee requesting such leave. General leave without pay will only be considered for employees who have exhausted their leave banks. The request is to be in writing and approved by the Employer and such approval shall not be unreasonably withheld.

Employees on general leave will be required to reimburse the Employer for extended health care premiums for general leave over two weeks.

ARTICLE 20 - MATERNITY, PARENTAL AND ADOPTION LEAVE

An employee shall be entitled to maternity, parental and adoption leave as prescribed in relevant federal and provincial legislation.

20.1 Maternity Leave

- (a) The Employer shall, with the agreement of the employee, defer the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.
- (b) If an employee maintains coverage for medical, extended health, dental or group life, the Employer agrees to pay the Employer's share of these premiums.
- (c) Maternity leave duration, including any extensions to such leave, shall be determined according to current legislation. Employees are required to inform the Employer of their anticipated leave duration and may be required to support an extension of leave with medical documentation.

20.2 Parental Leave

- (a) Upon application, an employee will be granted leave of absence following the birth or adoption of the employee's child. Prior to commencing leave, the employee will be required to furnish a medical certification or other evidence stating the birth of the child, or where applicable, proof of adoption.
- (b) If an employee maintains coverage for medical, extended health, dental or group life, the Employer agrees to pay the Employer's share of these premiums.
- (c) Parental leave duration, including any extensions to such leave, shall be determined according to current legislation.

20.3 Leave Without Pay

All leave taken under Article 20 (Maternity and Parental Leave) is leave without pay.

20.4 Seniority Rights on Re-Employment

- (a) An employee who returns to work after the expiration of the maternity and/or parental leave will retain the seniority they had accrued immediately prior to commencing the leave and will be credited with seniority for the period covered by the approved leave.
- (b) The employee will notify the Employer within one month prior to the expiration of the leave of their intent to return to their position.

20.5 Return from Leave

- (a) On return from maternity leave, the Employer shall place the employee in their former position or in a position paying an equivalent salary.
- (b) Vacation entitlement will continue to accrue while an employee is on leave pursuant to Article 20.1 (Maternity Leave) or 20.2 (Parental Leave). However, the vacation entitlement shall accrue as leave without pay and may be taken as leave without pay following the employee's return to work, as defined in Article 17.

20.6 Benefit Plan

The Employer will maintain coverage and pay the Employer's portion of premiums for benefit plans in accordance with the *Employment Standards Act* while an employee is on maternity or parental leave.

ARTICLE 21 - HEALTH AND WELFARE

21.1 Basic Medical Insurance

If required, the Employer shall pay 100% of the regular premium, for all regular full-time employees that choose to be covered by the Medical Services Plan of British Columbia.

21.2 Extended Health Care Plan

The Employer shall pay the monthly premium for regular full-time employees enrolled in the plan. Effective January 1, 2015 the lifetime maximum of the extended health care plan shall be \$1M.

- Benefits will be increased from \$250 total per year for chiropractor (excluding x-rays)/naturopath to \$350 per year.
- Benefits will be increased from \$400 per year for massage therapist/physiotherapist to \$550 per year.
- Benefits will be increased from \$250 per year for psychologist/clinical counsellor to \$450 per year.
- Hearing Aids - from \$1,000 per ear, every five years to \$1,500 per ear, every five years.
- Prescription Glasses, Contact Lenses - from \$425 every two years to \$500 every two years.

21.3 Dental Plan

The Employer shall pay the monthly premium for regular full-time employees enrolled in the plan.

Level IV - Major Restorative Services will be increased from 60% to a maximum of \$750 per calendar year and \$3,500 per lifetime to 65% unlimited.

Level V - Orthodontics will be increased from 50% to a maximum of \$3,500 per lifetime to 50% to a maximum of \$5,000 per lifetime.

21.4 Group Life and Accidental Death and Dismemberment

Regular full-time employees shall be eligible to participate in a Group Life Insurance Plan and Accidental Death and Dismemberment Plan with benefits equivalent to twice an employee's annual salary with a maximum of \$300,000 coverage and double indemnity for Accidental Death and Dismemberment. The Employer and the employee shall each pay 50% of the premium.

21.5 Long-Term Disability

Qualified regular employees shall be entitled to coverage under the Long-Term Disability Plan providing a benefit equal to the sum of 60% of the employee's salary to the maximum indicated in the Employee Benefits Handbook. The employee shall pay 100% of the premium.

21.6 Workers' Compensation Pay

- (a) Employees shall receive directly from WorkSafeBC (WSBC) any wage loss benefits to which they may be entitled.
- (b) While an employee is in receipt of WSBC wage loss benefits, paid holidays, and vacation will not accrue. However, unused vacation credits accrued, prior to the absence, shall not be lost as a result of this article.

(c) Where an employee has been granted sick leave and is subsequently approved for WSBC wage loss benefits for the same period, the employee shall reimburse the Employer for all money paid to or on behalf of the employee. Any sick leave credits used shall be reinstated to the employee upon full repayment.

(d) Employees qualifying for WSBC coverage shall not have their employment terminated during the compensable period. Such employees shall be considered as being on an unpaid leave, except that seniority shall continue to accrue based on regular hours.

21.7 Benefit Premiums

It is agreed that the Employer will pay its share of any increases in the Employer's contribution.

21.8 Payment in Lieu of Health and Welfare Benefits

Part-time, temporary and casual employees not entitled to health and welfare benefits shall receive compensation of 14.75% per worked hour in lieu of all fringe benefits increasing to 15% January 1, 2023.

21.9 Continuation of Health and Welfare Benefits

Seasonal employees will have their health and welfare benefits paid by the Employer for two months after layoff.

Seasonal employees will be permitted to continue health and welfare benefits for an additional period of four months. The employee will pay all premiums.

ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES

22.1 Paydays

All employees shall be biweekly on an electronic direct deposit transfer.

22.2 Salaries and Premiums

It is agreed that the salaries set forth in the schedule hereto attached and named Schedule A shall prevail and continue during the term of the agreement.

22.3 Substitution Pay

(a) In the event an employee is promoted or temporarily assigned by the Department Manager to perform the principal duties of a higher paid position, the employee shall receive the higher rate. If an employee temporarily renders service in a position paying a lower rate of pay, their wages will not be affected.

(b) It is agreed that "*principal duties*" in paragraph (a) above, does not mean 100% of job duties.

22.4 Hard to Recruit Positions

For positions identified as "*hard to recruit*" or "*hard to retain*", the Employer will provide the Union with the background rationale and proposed wage for a classification temporary market adjustment.

Any existing employees in the classification will also receive the temporary market adjustment.

ARTICLE 23 - CLASSIFICATION AND RECLASSIFICATION

(a) The Employer may institute new classifications in addition to those listed in Schedule A. Should any such new classification be instituted, the Employer shall establish the rate for same and shall submit the classification and rate to the Union in writing and, in addition, shall post the classification and rate in the manner required by Article 12. The posting shall indicate that the new classification and rate of pay is subject to agreement between the Union and the Employer. Within 30 working days of such submission and posting, the Union may, if necessary, request to meet with the Employer to review the classification and rate and if mutual agreement cannot be reached, the difference may be referred to arbitration under the provisions of Article 9. Any change in rate resulting from discussion between the parties or following a reference to arbitration, shall be retroactive to the date the new classification was instituted by the Employer.

(b) If the Union claims that the duties of an existing classification have been changed to an extent sufficient to alter the classification and/or rate, the Union may request to meet with the Employer to review the classification and/or rate. If within 30 working days of the submission of such request, which shall be in writing, and the request shall specify any changes in duties and any proposed change in the rate of pay, mutual agreement cannot be reached, the difference may be referred to arbitration under the provisions of Article 9. Any change in rate resulting from discussion between the parties, or following a reference to arbitration, shall be retroactive to the date the Union submitted its request to the Employer.

(c) If the Union does not request to meet with the Employer to review the classification and rate within 30 days, as provided for in (a) above, or if the Union does not refer the difference, if any, to arbitration within 30 working days, as provided for in (b) above, then the difference, if any, shall be deemed to be abandoned and all rights of recourse to arbitration shall be at an end.

(d) The time limits referred to in this article may be extended by mutual agreement of the parties in writing.

ARTICLE 24 - LABOUR/MANAGEMENT COMMITTEE

(a) There shall be established a labour/management committee composed of three union representatives and three employer representatives. This Committee may call upon additional persons for technical information or advice. The Committee may establish subcommittees or "*ad hoc*" committees as it deems necessary and shall set guidelines and operating procedures for such committees.

(b) The Committee shall meet at the call of either party at a mutually agreeable time and place. Employees shall not suffer any loss of basic pay for time spent on this Committee.

(c) An employer representative and a union representative shall alternate in presiding over meetings.

(d) The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and shall not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.

(e) The Committee shall have the power to make recommendations to the Union and the Employer on the following general matters:

- (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
- (2) correcting conditions causing grievances and misunderstandings;
- (3) safety and occupational health issues;
- (4) contracting out issues.

ARTICLE 25 - PENSION PLAN

25.1 Pension (Municipal) Act

The *Pension (Municipal) Act* applies to the Employer and its employees. The Employer, in addition to its own contributions on their behalf, shall deduct from the wages or salary of each employee, as a condition of their continued employment, the contribution required of them under the provisions of the *Pension (Municipal) Act*.

25.2 Pension Premium

It is agreed that the Employer will pay its share of any increases in the Employer's contribution.

ARTICLE 26 - GENERAL CONDITIONS

26.1 Repayment of Compensation

In any case where an employee is paid by the District, during any absence due to illness or injury, where the employee receives compensation from a third party (e.g. ICBC) for an accidental bodily injury or illness, there shall be no "*double dipping*". Employees shall agree to repay to the District the total amount of compensation they received, or will in future receive, from the District for the period(s) of disability resulting from the above-noted accident or illness, in the event that they receive any compensation from a third party, (e.g. ICBC) for that same period(s). This reimbursement to the District will represent that portion of wages and benefits paid by the District.

26.2 Job Related Liability Protection

Any employee of the Regional District, coming within the scope of the B.C. Government and Service Employees' Union, will be granted the services of a solicitor of the District's choice, without charge, for the purpose of representing them who as a result of a matter arising out of or in the course of the proper performance of their normal work duties and/or assignments, is personally involved in a legal or court action.

26.3 Personal Duties

It is understood that work not related to the business of the Employer should not be performed on the Employer's time. It is also understood that an employee will not be required to perform duties of a personal nature for supervisory personnel.

26.4 Contracting Out

The Regional District reserves the right to sub-contract work, providing such action does not result in the layoff of employees. The Employer must notify the Union 30 days in advance of any layoffs and all layoff provisions apply.

The Employer agrees to provide the Union on a quarterly basis, the list of contractors.

26.5 Safety Footwear Reimbursement

Regular employees who are required by the Employer or WorkSafeBC regulations to wear protective footwear in the performance of their duties shall, upon presentation of a receipt evidencing the purchase of same, be reimbursed in that amount up to a maximum of \$200 every two years.

ARTICLE 27 - TERM OF AGREEMENT

This agreement will be binding and remain in effect from January 1, 2020 until midnight, December 31, 2023.

SIGNED ON BEHALF OF THE UNION:

DocuSigned by:
Stephanie Smith
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Stephanie Smith
President

DocuSigned by:
Jon Hillman
1B505ACE9F6344F...
Jon Hillman
Bargaining Committee

DocuSigned by:
Kelly Chatterson
B8ADD7114FEE4B9...
Kelly Chatterson
Bargaining Committee

DocuSigned by:
Mark Petry
F8FEAF8C0E9A4D6...
Mark Petry
Bargaining Committee Member

DocuSigned by:
Tina Marie Bradford
ECC436750B124E5...
Tina-Marie Bradford
Staff Representative

Dated: June 21, 2021

SIGNED ON BEHALF OF THE EMPLOYER:

DocuSigned by:
Karla Kozakevich
950EB31505CA4B3...
Karla Kozakevich
Chair

DocuSigned by:
Bill Newell
4AC4ED9B75B3420...
Bill Newell
Chief Administrative Officer

DocuSigned by:
Mark Woods
7BD1624A66BE4FC...
Mark Woods
Community Services Manager

DocuSigned by:
Karmen Morgan
82E59100020F49C...
Karmen Morgan
Human Resources Manager

SCHEDULE A
Wage Scales and Classifications

Positions identified in Schedule A, where the current wage exceeds the proposed wage, will be green-circled, meaning the incumbent wage will increase each year with the annual increase applied to Schedule A. Should a green-circled position become vacant, the new incumbent shall enter Schedule A at the prescribed rate for that classification.

Pay Grade	Classification	I/O	2%	2%	2%	2%
			Jan 1/20	Jan 1/21	Jan 2/22	Jan 1/23
1	Labourer (seasonal)	O	\$25.26	\$25.76	\$26.28	\$26.80
2	Cashier	I				
	Pest Control Assistant/Labourer	O	\$26.78	\$27.31	\$27.86	\$28.41
	Recreation Programmer	I				
	Scale Attendant	O				
3	Clerk	I	\$28.41	\$28.98	\$29.55	\$30.15
4	Accounting Clerk I	I				
	Administrative Assistant	I	\$30.14	\$30.74	\$31.36	\$31.99
	GIS/IT Assistant	I				
	Systems Operator I	O				
5	*Administrative Assistant	I	*\$31.32	*\$31.95	*\$32.59	*\$33.24
5	Accounting Clerk II (AP)	I				
	Accounting Clerk II (AR)	I	\$31.96	\$32.60	\$33.25	\$33.91
	Systems Operator II	O				
6	IT Technician/Programmer	I				
	IT Systems Technician	I				
	Parks and Facilities Leadhand	O				
	Planning Technician	I	\$33.89	\$34.57	\$35.26	\$35.97
	Recreation Coordinator	I				
	Solid Waste Facilities Coordinator	O				
7	Bylaw Enforcement Coordinator	I				
	Economic Development Coordinator	I				
	Laboratory Technician	O				
	Projects Coordinator I (CS)	I	\$35.96	\$36.67	\$37.41	\$38.16
	Projects Coordinator I (PW)	O				
	Solid Waste Management Coordinator	I				
8	Systems Operator III	O				
	Accountant I	I				
	Building/Plumbing Official I	O				
	Communications Coordinator	I				
	Engineering Technologist	I	\$38.14	\$38.90	\$39.68	\$40.47
	Environmental Technologist	O				
	GIS Analyst or Programmer	I				
	Parks & Facilities Coordinator	I				
	Projects Coordinator II (CS)	O				
	Planner I (CS)	I				
	Planner I (DS)	I				
	Systems Operator IV	O				
*Solid Waste Facilities Supervisor	O	*\$38.17	\$38.93	*\$39.71	*\$40.50	
9	Accountant II - Asset Management	I				
	Building/Plumbing Official II	O				
	GIS Coordinator	I	\$40.43	\$41.24	\$42.07	\$42.91
	GIS Programmer/Architect	I				
	Planner II	I				
	Network Systems Administrator	I				
	Systems Administrator	I				
Utilities Foreman	O					
10	Building Inspection Services Supervisor	O				
	Building/Plumbing Official III	O	\$42.90	\$43.76	\$44.63	\$45.53
	Planning Supervisor	I				
Lifeguard	Lifeguard	O	\$17.00	\$17.34	\$17.69	\$18.04
Head Lifeguard	Head Lifeguard	O	\$20.00	\$20.40	\$20.81	\$21.22
Student	Student	O	\$15.00	\$15.30	\$15.61	\$15.92

Should minimum wage be increased above the Student Classification Wage Rate, the new wage rate will continue to receive the general wage increases in the following years.

*Denotes positions that remain green circled from 2012.

SCHEDULE B**Regular Employees - Full-Time**

Regular employees that are full-time shall be entitled to all the provisions of the collective agreement.

Regular Employees - Part-Time

Regular employees that are part-time shall be entitled to the same provisions of the collective agreement as regular employees that are full-time except as follows:

1. Article 18 - Sick Leave
2. Article 19.1 - Bereavement Leave
3. Article 19.2 - Family Illness
4. Article 20.1 (b) - Maternity Leave
5. Article 21.1 - Basic Medical Insurance
6. Article 21.2 - Extended Health Care Plan
7. Article 21.3 - Dental Plan
8. Article 21.4 - Group Life and Accidental Death and Dismemberment
9. Article 21.5 - Long-Term Disability
10. Article 21.6(c) - Workers' Compensation Pay
11. Article 21.7 - Benefit Premiums
12. Article 25 - Pension Plan

Temporary Employees

Temporary employees shall be entitled to the same provisions of the collective agreement as regular employees that are full-time except as follows:

1. Article 13 - Layoff and Recall
2. Article 17 - Annual Vacations
3. Article 18 - Sick Leave
4. Article 19.1 - Bereavement Leave
5. Article 19.2 - Family Illness
6. Article 20.1(b) - Maternity Leave
7. Article 21.1 - Basic Medical Insurance
8. Article 21.2 - Extended Health Care Plan
9. Article 21.3 - Dental Plan
10. Article 21.4 - Group Life and Accidental Death and Dismemberment
11. Article 21.5 - Long-Term Disability
12. Article 21.6(c) - Workers' Compensation Pay
13. Article 21.7 - Benefit Premiums
14. Article 25 - Pension Plan

Casual Employees

Casual employees shall be entitled to the same provisions of the collective agreement as regular employees that are full-time except as follows:

1. Article 13 - Layoff and Recall
2. Article 17 - Annual Vacations
3. Article 18 - Sick Leave

4. Article 19.1 - Bereavement Leave
5. Article 19.2 - Family Illness
6. Article 20.1(b) - Maternity Leave
7. Article 21.1 - Basic Medical Insurance
8. Article 21.2 - Extended Health Care Plan
9. Article 21.3 - Dental Plan
10. Article 21.4 - Group Life and Accidental Death and Dismemberment
11. Article 21.5 - Long-Term Disability
12. Article 21.6(c) - Workers' Compensation Pay
13. Article 21.7 - Benefit Premiums
14. Article 25 - Pension Plan

Student Employees

Student employees shall be entitled to the same provisions of the collective agreement as regular employees that are full-time except as follows:

1. Article 11 - Seniority
2. Article 12 - Job Postings
3. Article 13 - Layoff and Recall
4. Article 17 - Annual Vacations
5. Article 18 - Sick Leave
6. Article 19.1 - Bereavement Leave
7. Article 19.2 - Family Illness
8. Article 20.1(b) - Maternity Leave
9. Article 21.1 - Basic Medical Insurance
10. Article 21.2 - Extended Health Care Plan
11. Article 21.3 - Dental Plan
12. Article 21.4 - Group Life and Accidental Death and Dismemberment
13. Article 21.5 - Long-Term Disability
14. Article 21.6(c) - Worker's Compensation Pay
15. Article 21.7 - Benefit Premiums
16. Article 25 - Pension Plan

LETTER OF UNDERSTANDING #1

between
Regional District of Okanagan-Similkameen
and
B.C. Government and Service Employees' Union (BCGEU)

Re: Article 14.3 Standby

The parties agree that bargaining unit members may perform standby duty and that the rate of compensation shall be as specified in Article 14.3 of the collective agreement. Standby duty may include problem identification and correction or other related work outside the basic workday/week. The Regional District shall, within reason, establish and delegate standby duty assignments to qualified bargaining unit members on an equitable basis.

In addition to the compensation provided in Article 14.3, employees who perform "standby" duty shall receive a pro-rated share of a total amount of \$4,500 per 12 month calendar year. Each "standby" employee's share of the \$4,500 shall be based on the number of hours they were on "standby" duty during the calendar year.

Management and exempt staff may continue to participate in standby duty in a manner determined by the Employer. Standby compensation for management staff, shall be at the sole discretion of the Regional District and shall not reduce, or otherwise impact, the \$4,500 payable to employees in the bargaining unit who work standby.

Staffing/Standby Workload

If the Employer makes any major changes to any water or wastewater systems or obtains any new systems, the Employer shall meet with the Public Water/Wastewater Operators and union representative to discuss the necessary staffing and standby requirements.

Current standby workload includes all water and wastewater systems, landfills and transfer stations operated by the RDOS.

Dated the 23rd day of May, 2003.

Renewed January 10, 2010.

Revised and renewed June 2012.

Revised and renewed October 2014.

Revised and renewed December 20, 2019.

MEMORANDUM OF UNDERSTANDING #1

Re: Article 2.1

The parties agree to meet and determine the appropriate addresses to include in making a joint application to the Labour Board to vary the certification. Further, the parties agree to amend any language in Article 2.1 to ensure it accurately reflects the certification registered at the Board for the purposes of updating it.

Until such actions are taken, Article 2.1 remains in full force and effect.

Renewed December 20, 2019.

MEMORANDUM OF UNDERSTANDING #2

Re: Landfill Meetings

The parties hereto agree that the following provisions shall apply to evening and daytime landfill staff meetings called by the Employer:

Evening Meetings

These meetings are voluntary. Employees attending the meetings will be paid two hours minimum straight-time rate of pay if they work less than eight hours in that day.

Travel from the landfill to the location of the meeting, which directly abuts the end of shift, shall be considered work time. Travel time will not be paid if an employee is coming from home.

All overtime provisions of the collective agreement shall apply.

Daytime Meetings

These meetings are voluntary for employees who are scheduled to work that day. Employees attending the meetings will be paid two hours minimum straight-time rate of pay if they are not working that day.

If an employee is attending a meeting and is already working that day, the time of the meeting and travel time to the meeting location shall be a continuation of the workday.

The parties agree that with 30 days' notice, this Memorandum of Understanding may be revisited to address any arising issues.

MEMORANDUM OF UNDERSTANDING #3

between

**Regional District of Okanagan-Similkameen
("RDOS")**

and

**B.C. Government and Service Employees' Union
("BCGEU")**

Re: Community Services Recreation Positions

The nature of work provided for recreation staff includes programs and assignments that can stretch outside of standard office hours of 8:30 a.m. to 4:30 p.m. These hours fluctuate throughout the year and in order to simplify the scheduling for recreation roles, flexible scheduling is desired.

The Parties agree to the following:

1. Schedules for each role (inside and outside classifications) will be dependent upon requirements of the work to be completed. Hours will be flexible in start and end times to accommodate programming requirements.
2. Full-time employees who wish to amend the start/end time may do so at straight-time rates as per Article 14.1(f). If the Employer requires the full-time employee to work before 6:00 a.m. or after 5:00 p.m., overtime rates as per Article 15.2 will be applied.
3. Hours of operation at Recreation Facilities (e.g. Swimming Pool, Bowling Alley, Gym and Outdoor Ice Rink) will be 5:30 a.m. to 9:00 p.m. Split shifts may be required due to programming and operational requirements and shall not be split in increments of less than two hours. Scheduling shall be done to maximize daily hours for each employee with efforts to minimize splitting of shifts where possible. Overtime rates as per Article 15 will be paid as applicable.
4. The work schedule will vary dependent on the programming needs of the season and split shifts may be required to provide operational coverage. The four hour minimum hours as outlined in Article 14 will be paid in cases where a regularly scheduled shift of four hours or more is cancelled, unless the circumstances for the cancellation are beyond the Employer's control. Alternate work may be offered to the employee in the case where shifts have been cancelled.

5. Part-time recreation employees may also work a sixth day at regular rates, so as long as 35 hours (inside) or 40 hours (outside) in a week are not exceeded.

Dated: June 21, 2021 _____

DocuSigned by:



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For the Union

DocuSigned by:



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For the Employer