

COLLECTIVE AGREEMENT

BETWEEN

qathet REGIONAL DISTRICT

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 798

JANUARY 1, 2019

TO

DECEMBER 31, 2023

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THIS AGREEMENT made and entered into this 27th day of February A.D., 2019.

BETWEEN THE:

qathet REGIONAL DISTRICT

(hereinafter called the "Employer")

OF THE FIRST PART

AND THE:

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 798**

Being an organization of the Employees of the qathet Regional District other than those specified

(hereinafter called the "Union")

OF THE SECOND PART

PREAMBLE

WHEREAS it is the desire of both parties to this Agreement to maintain existing harmonious relationships between the Employer and the employees, to recognize the mutual value of joint discussion and negotiation in all matters pertaining to promote the well-being, morale and security of those employees included in the bargaining unit;

AND WHEREAS the parties to the second part have formed a Union, hereinafter called the "Union";

AND WHEREAS the Employer recognizes the Union as the sole agency for collective bargaining for all qathet Regional District employees for whom the Union has been certified as bargaining authority under the Labour Code of British Columbia;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto, in consideration of the mutual covenants hereinafter contained, AGREE EACH WITH THE OTHER AS FOLLOWS:

ARTICLE 1 – DEFINITIONS

1.01 Employees

Persons employed by the Employer who fit the definition of employee under the Labour Relations Code of BC, are members of the bargaining unit.

1.02 Full-time Employees

Full-Time Employee shall mean a regularly scheduled employee who works thirty (30) hours or more per week and one thousand five hundred (1,500) hours or more per year.

1.03 Defined Part-Time Employees

“Part-time employee” shall be defined as a person working fewer than thirty (30) regular hours per week or one thousand five hundred (1,500) regular hours per year, and shall not be eligible for any benefits set forth in Articles 14.02, 14.03, 16.01 (a) and (b), 17 (except 17.05 (a)), 18.02 and 22, except where eligible. Part-time employees shall be paid vacation pay in accordance with the provincial Employment Standards Regulations.

For the purpose of this Article, “regular hours” shall be defined as non-overtime hours.

- (a) Part-time employees who are regularly scheduled to work a minimum of twenty-one (21) hours per week (inside employees) and twenty-four (24) hours per week (outside employees) on a year-round basis shall be included in benefits under Article 22.01 and 22.04 and shall be paid a premium of four point eight percent (4.8%) of their base rate in consideration for statutory holiday pay. Part-time employee benefit premiums shall be paid in accordance with Article 22.09.
- (b) Part-time employees who are not regularly scheduled to work a minimum of twenty-one (21) hours per week (inside employees) and twenty-four (24) hours per week (outside employees) on a year-round basis shall be paid a premium of eleven percent (11%) of their base rate in consideration for statutory holiday pay and insured benefits.

Effective January 1, 2000, part-time employees shall receive a premium of eight percent (8%) vacation pay during the tenth (10th) year and thereafter.

1.04 Student Employees and Grant Workers

Student employees and grant workers may perform work for the Employer provided:

- (a) No full-time or part-time employee is laid off or suffers a reduction in hours of work.
- (b) Bargaining unit jobs shall not become redundant as a result of work done by student employees or grant workers.
- (c) Vacation will be paid as per the Employment Standards Act.

1.05 Temporary Employees

Temporary Employees shall mean any employee employed on a temporary basis or for a specific assignment of twelve (12) months or less, or for such longer period as may be mutually agreed. Seasonal Employees shall receive the terms and conditions as per Article 1.03.

1.06 Casual Workers

Casual workers are employees who are called in to work on a casual, or intermittent day-to-day occasional basis, for the purpose of filling in an absence created by a regular employee, or for the purpose of a special, non-repetitive project that shall not exceed three (3) months except with written consent of the Parties.

Casual workers shall not be eligible for any benefits set forth in Articles 12, 14, 15, 16 (except 16 (f)), 17 (except 17.05 (a)), 18, 19, 22, 24, and 25. In lieu thereof such employees shall be paid a premium of eight percent (8%) of their base rate in consideration for statutory holiday pay and insured benefits, and shall be paid overtime and vacation pay in accordance with the provincial Employment Standards Regulations.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 Management Rights

Management shall have the right to:

- (a) Hire, classify, transfer, promote, demote, layoff and terminate employees.
- (b) Manage the affairs of the Employer and without limiting the generality of the foregoing, determine the number and kinds of functions in which to engage services to provide methods of operation, the nature, number and location of tools and facilities, the organization of work, employment levels and standards of performance.
- (c) The exercise of Management's authority will be subject to the Grievance and Arbitration Procedure.

ARTICLE 3 – RECOGNITION

3.01 Negotiations

The Union shall have the right to elect or otherwise select two (2) members of the bargaining unit as representatives for the purpose of negotiating with Management for the renewal of this Agreement.

3.02 Right of Fair Representation

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representative/advisor shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

3.03 No Other Agreements

Except with the unanimous approval of the employees, the Employer and the Union, no employee 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.

ARTICLE 4 – HUMAN RIGHTS

4.01 Union Activities

There shall be no discrimination against members of the Union because of their activities within the Union.

4.02 Discrimination in Employment

No person, or anyone acting on their behalf, shall:

- (a) Refuse to employ or refuse to continue to employ, a person or
- (b) Discriminate against a person with respect to employment, or any term or condition of employment, because of race, colour, ancestry, place of origin, political belief, religion, marital status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of that person, or because of their conviction for a criminal or summary conviction charge that is unrelated to the employment, or to the intended employment of that person or any other prohibited grounds for discrimination under applicable law.

4.03 Article 4.02 does not apply

- (a) As it relates to age, to any bona fide scheme based on seniority, or
- (b) As it relates to marital status, physical or mental disability, sex or age, to the operation of any bona fide retirement, Superannuation or pension plan or to a bona fide group of employee insurance plan, or
- (c) With respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.

4.04 Personal and Sexual Harassment

Sexual harassment is defined as unwelcome conduct of a sexual nature that detrimentally affects the work environment or leads to adverse consequences for the victim of the harassment.

Personal harassment is defined as objectionable conduct or comment; directed toward a specific person or persons; which serves no legitimate work purpose; and which has the effect of creating an intimidating, humiliating, hostile or offensive work environment.

The Employer and the Union recognize the right of employees to work in an environment free from personal or sexual harassment and agree to cooperate in attempting to resolve in a confidential manner all complaints of harassment which may arise in the workplace.

Any complaint or allegation of harassment at the workplace not satisfactorily resolved shall be dealt with by the parties through the Grievance Procedure. Any complaint alleging harassment will be dealt with in the Grievance Procedure commencing at Step 2.

ARTICLE 5 – UNION SECURITY

5.01 All Employees to be Members

It is agreed that employees who are at present members of the Union shall remain so as a condition of employment. It is further agreed that persons who are hereafter employed by the Employer shall become members of the Union.

5.02 Union Label

One (1) CUPE Local 798 Union label, to a maximum size of nine (9) cm. by nine (9) cm. shall be displayed in a prominent location at each work site where Union employees are regularly scheduled to work.

5.03 Political Action & Picket Lines

An employee covered by this Agreement shall have the right to refuse to cross a legal picket line or to handle goods from an employer where a strike or lockout is in effect. Failure by a member of this Union to cross such a legal picket line or handle goods from an employer where a strike or lockout is in effect shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action other than the loss of pay for the period involved.

ARTICLE 6 – CHECK-OFF OF UNION DUES

6.01 Deductions

- (a) The Employer shall deduct from every Union member any dues or initiation fees in accordance with the Union Constitution and the Employer must have, in its possession, an agreement signed by every Union member giving the Employer permission to make such deductions.
- (b) Deductions shall be made from each payroll period and shall be forwarded to the Secretary-Treasurer of the Union not later than the tenth (10th) day of the month following, accompanied by a list of the names of all Union members from whose wages the deductions have been made.

ARTICLE 7 – NEW EMPLOYEES

7.01 New Employees

The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union security and dues check-off.

All new employees shall have their employment confirmed, in writing, by the Employer, with a copy sent to the Vice-President.

7.02 Interviewing

The immediate Supervisor shall introduce the new employee to their Union Steward or representative. An Officer of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes for the purpose of acquainting the new employee with the benefits and duties of Union membership and their responsibilities and obligations to the Employer and the Union.

7.03 Probation Period

All new employees shall serve a probation period equal to one hundred and twenty (120) days of work or six (6) months, whichever comes first, to familiarize themselves with the position and for the Employer to evaluate the employee's suitability for the position. The probation period may be extended by mutual agreement.

For the purposes of this Article, a day of work is any day that an employee works a minimum of four (4) hours.

ARTICLE 8 – LABOUR-MANAGEMENT RELATIONS

8.01 Representative of Canadian Union of Public Employees

A National Representative of the Union may discuss any matter with an employee on the premises during working hours PROVIDED he/she does not take up any more than fifteen (15) minutes of an employee's paid time in any day AND PROVIDED ALWAYS that before entering the work area, the National Representative confirms with the senior Management representative that the time required for the discussion will not interfere with operational priorities.

8.02 Shop Steward's Committee

A Shop Steward's Committee, the number to be decided by the Union, shall be elected by the Union in a manner determined by it and the Employer shall be kept informed by the Union of the personnel of this Committee.

8.03 Time Off For Meetings

- (a) Shop Stewards, local Union Officers or the aggrieved party, not more than two (2) at any time, shall be permitted to leave their job for up to fifteen (15) minutes approximately to discuss a specific grievance or to investigate a specific circumstance giving rise to a grievance during working hours, PROVIDED they notify their Supervisor of where they are going, AND PROVIDED they give reasonable time for a substitute to be put on their job if necessary. The Employer shall grant permission for such absence from the job and shall not unnecessarily delay substitution when required.
- (b) It is agreed that it is not the purpose of this provision to give Stewards and Officers of the Union the right to leave their jobs for purposes other than the investigation of specific grievances.

8.04 Establishment of Committee

A Committee consisting of no more than two (2) members of the Union and two (2) members of Management are to meet on a regular basis on matters concerning labour relations.

8.05 Function of the Committee

The Committee shall concern itself with:

- (a) Working conditions and labour relations;
- (b) Correcting conditions which cause grievances and misunderstandings.

8.06 Meeting of Committee

On the request of either party, the Committee shall meet at least semi-annually at a time and place chosen by the Employer and acceptable to the Union. Either party may request additional meetings as required to deal with issues that may arise from time to time. The members shall receive a notice of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee and will not be paid for meeting time outside regular working hours or if held when not scheduled to work.

8.07 Chairperson of the Meeting

A representative of each of the Employer and the Union shall be designated as a joint Chairperson and shall alternate in presiding over meetings.

8.08 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union and the Employer shall each receive two (2) signed copies of the minutes within five (5) working days following the meeting.

8.09 Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

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

ARTICLE 9 – GRIEVANCE PROCEDURE

9.01 Settling of Grievances

Should any difference arise between the persons bound by this Agreement concerning its interpretation, application, operation or alleged violation thereof, there shall be no stoppage of work on account of such a difference. The following procedure shall be followed in settling any matters in dispute under this Article:

Step 1

An employee shall report to their Union within five (5) working days of the alleged violation. The employee, along with a Union representative, shall make an earnest effort to settle the matter promptly with their immediate Supervisor. The Supervisor shall have five (5) working days to resolve the matter. Should the matter fail to be resolved the Supervisor shall provide a response to the Union with the reasons in writing within the five (5) day period.

Step 2

Failing settlement under Step 1, the grievance shall be stated in writing within five (5) working days of the Step 1 response being received and submitted to the Employer who shall meet with the Grievance Committee of the Union and/or the representative of the Union. The aggrieved employee shall have the right to attend the meeting. The parties will have fourteen (14) working days to make an investigation and bring about a settlement. Should the parties be unable to settle

the matter the Employer shall provide a written response within the fourteen (14) day period.

Step 3

Should the parties be unable to settle the matter under Step 2, the Union shall advance the grievance in writing to Step 3 of the grievance procedure within five (5) working days of the grievance being denied at Step 2. The Parties shall meet within five (5) working days of the grievance being submitted at Step 3 and the grievance shall be discussed between a Grievance Committee of the Employer, and the Grievance Committee of the Union. The aggrieved employee shall have the right to attend the meeting. Should the grievance fail to be resolved, the Employer shall provide a response within five (5) working days of the meeting setting forth the reasons for the grievance being denied.

Step 4

If a satisfactory settlement is not reached under Step 3, the matter may be referred by either party to a Board of Arbitration within fourteen (14) working days as set out in Article 10.

9.02 Technical Error

It is the intent of both parties to this Agreement that no grievance shall be defeated merely because of a technical error in processing the grievance through the Grievance Procedure.

9.03 Grievance Committee

The Grievance Committee of the Union shall be composed of not more than three (3) employees.

9.04 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where the Employer or the Grievance Committee of the Union believe an alleged grievance which would affect employees in general has arisen, such grievance shall be submitted under Article 9.01, Step 2 above.

ARTICLE 10 – ARBITRATION

10.01 Composition of Board of Arbitration

A Board of Arbitration shall be formed to hear the grievance. Either party shall notify the other in writing of the question(s) to be arbitrated and the name and address of its chosen representative on the Arbitration Board. After receiving such notice and statement the other party shall, within five (5) days, appoint its representative on the Arbitration Board and give notice in writing of such appointment to the other party. Such representatives shall endeavour to select a third member who shall be Chairperson.

10.02 Failure to Appoint

Should the representatives fail to select such a third member within five (5) days from the appointment of the last representative, either party may request the Minister of Labour of the Province of British Columbia to appoint a Chairperson.

10.03 Board Procedure

Within fourteen (14) days following the establishment of the Board of Arbitration, it shall report its decision on the grievance. The majority decision of the Board shall be final and binding on all persons bound by this Agreement but the Board shall not have the power to alter the wording of the Agreement in any way.

10.04 Decisions of the Board

When a settlement is reached at any stage of this procedure, such decision shall be final and binding on both parties. The Board's jurisdiction is limited to matters concerning the application, interpretation, or alleged violation of this Agreement and it shall not have the authority to alter, amend, delete or add to this Agreement. However, the Board shall have the power to modify penalties.

10.05 Expenses of the Board

The expenses and compensation of the Chairperson shall be shared equally between the parties. The expenses and compensation of the representative selected shall be borne by the respective parties.

10.06 Single Arbitrator

The parties may, by mutual consent, appoint a single Arbitrator and if so appointed such single Arbitrator shall constitute the Arbitration Board.

ARTICLE 11 – DISCIPLINE

11.01 Cause for Discipline

- (a) An employee may be disciplined, suspended or discharged, but only for just cause by the Employer.
- (b) Discipline must be appropriate to the cause and in accordance with the principles of progressive discipline.

11.02 Right to Have a Steward Present

- (a) An employee shall have the right to have a Union Steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action.
- (b) Where a Supervisor intends to interview an employee for disciplinary purposes or discipline an employee the Supervisor shall so notify the Union President and the employee, in advance, of the purpose of the interview. The Union President shall assign a Union representative to be present for the interview or discipline meeting.

11.03 Discharge or Suspension Procedure

- (a) Should the Supervisor intend to suspend or dismiss an employee, the Supervisor shall so notify the Union President and the employee, in advance, of the purpose of the meeting. The Union President shall assign a Union representative to the file.
- (b) An employee being dismissed or suspended under this Article shall appear before their Supervisor with a Union representative to hear the reasons for their dismissal or suspension.

- (c) When the Employer has dismissed or suspended an employee under this Article, a letter must be forwarded to the employee within two (2) working days of their dismissal, with a copy to the Union, stating the cause for the dismissal or suspension.
- (d) Letters of warning, suspension, dismissal or exoneration shall be forwarded, following completion of any investigation of charges, to the following:
 - 1. One (1) to the defendant,
 - 2. One (1) to the Union,
 - 3. One (1) to be retained by administration for filing.

11.04 Unjust Discipline, Suspension or Discharge

- (a) If an employee is disciplined, suspended or dismissed for any reason and feels they have been unjustly dealt with, they shall file a grievance in accordance with the grievance procedure set out in Article 9.
- (b) If it is subsequently decided that the employee was unjustly suspended or dismissed, they shall be reinstated to their former position and shall be compensated for the lost time at their regular rate of pay or at such lesser amount as may be agreed on or ordered by an Arbitration Board.

11.05 Access to Personnel File

- (a) An employee shall have the right, at a mutually acceptable time, to review their personnel file within seventy-two (72) hours of making such a request.
- (b) Any record of dissatisfaction of an employee shall not be used against them at any time after twenty-four (24) months, unless a similar act complained of is repeated within twenty-four (24) months.

11.06 "Whistle Blower" Protection

No employee shall be dismissed, disciplined, penalized or intimidated as a result of reporting pollution, WorkSafeBC or other illegal violations by the Employer, providing the Employer is notified of the alleged violation first.

ARTICLE 12 – SENIORITY

12.01 Seniority Defined

Seniority for full-time employees is defined as the length of service in the bargaining unit based on the date of hire. Where two (2) or more employees were hired on the same date, preference shall be in accordance with the date of application for employment.

Seniority for part-time and casual employees is defined as the total number of hours worked including approved leaves of absence, as per Article 19 and 20 from date of hire. Hours will be converted, and the seniority date shall be adjusted accordingly when employees convert to full-time status.

Seniority shall be used in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the work force and recall as set out in other provisions of this Agreement. Seniority shall operate on a bargaining-unit-wide basis.

12.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced and the total number of hours worked including approved leave of absence. A copy of the list shall be provided to the Union in January and June of each year.

12.03 Loss of Seniority

An employee shall lose seniority:

- (a) If discharged and not reinstated.
- (b) For failing to return from a leave of absence or respond to a recall from layoff.
- (c) Laid off without recall for a period equal to the lesser length of service or twelve (12) months.
- (d) Where the employee resigns or is terminated for other non-culpable reasons and not reinstated.

ARTICLE 13 – PROMOTIONS AND STAFF CHANGES

13.01 Job Postings

It is agreed that before filling any position within the scope of this Agreement which may have a duration of thirty (30) days or more, notice thereof shall be forwarded to the Union and posted on bulletin boards at all worksites that will be accessible to all employees for a period of seven (7) working days before such position is filled. Such posting to contain the following information:

- Nature of position;
- Required knowledge, ability and skills;
- Wage rate or salary ranges;

The Employer agrees to advise the Union in writing of the name or names of the successful probationary applicant(s) within two (2) weeks of the closing date for receipt of all applicants.

Applications shall be considered in the following order:

- Full-time employees;
- Part-time employees/Seasonal;
- Casual employees/Temporary;
- General public.

In the event of a dispute arising from the appointment of an outside applicant rather than a part-time employee the onus of demonstrating the superior qualifications of the successful applicant shall reside with the Employer.

13.02 Trial Period

When promoted or transferred to a different position, an employee shall be on a trial period of thirty (30) working days. The Employer shall meet with the employee at least once, between the second (2nd) and third (3rd) week during the trial period to review job performance. Should the employee be considered unsuitable during the trial period, he/she shall be returned to their former position without loss of seniority. Employees under this Clause may exercise their right to return to their former position at any time during the trial period. It is agreed that the trial period may be extended by mutual agreement.

13.03 Notification to Employee and Union

Within seven (7) calendar days of the date of appointment to a vacant position covered by this Agreement, the name of the successful applicant shall be sent to the Union and posted on bulletin boards at all worksites. Where requested reasons shall be provided to the unsuccessful applicants in writing by the Employer within seven (7) days of such a written request.

13.04 Staff Changes, Transfers or Promotions

Staff changes, transfers and promotions shall be selected on the basis of the required qualifications, skill and ability to perform the job. Seniority will apply where two (2) or more applicants are equal.

ARTICLE 14 – LAYOFF AND RECALLS

14.01 Definition of Layoff

A layoff shall be defined as a reduction in the work force or a reduction in the regular hours to a different category as per Article 1.

14.02 Layoff and Recall Rights

On matters of layoff and recall, where employees can perform the available work, seniority shall govern.

14.03 Recall Procedure

- (a) It shall be the duty of each employee laid off to supply the Employer with their correct address and telephone number.
- (b) Employees laid off shall be required to return to work within a minimum of ten (10) working days after being notified by registered mail to do so. Any employee failing to report back within the required time shall be considered to have resigned and shall forfeit all seniority rights, unless through sickness or other proper cause agreed upon by the Employer and the Union.

14.04 Layoff and Recall – Part-Time Employees

- (a) Part-time employees will be given notice of seasonal layoff with such notice to be provided in accordance with current legislation.
- (b) Part-time employees shall have the right of recall to their position. If their position has been eliminated, the right to recall shall be extended to other positions within the same classification. Recall rights will apply for twelve (12) months.

14.05 Bumping

A full-time or part-time employee who is laid off may bump the least senior employee in a lower classification if they have the skills, ability, and qualifications to perform the work. Part-time employees may only bump other part-time employees.

ARTICLE 15 – HOURS OF WORK

15.01 Hours of Work

The standard hours of work shall be as follows:

- (a) Thirty-five (35) hours per week for inside employees, not to exceed seven (7) hours work per day between the hours of 8:30 a.m. and 4:30 p.m., Monday to Friday.
- (b) Forty (40) hours per week for full time outside workers, not to exceed eight (8) hours work per day between the hours of 7:30 a.m. and 4:00 p.m. with a one half-hour (1/2) hour lunch break, Monday to Friday.
- (c) No employee shall be scheduled for a shift of less than four (4) consecutive hours.
- (d) **Schedule of Work for Shelter Point and Haywire Bay Caretakers**
 - (i) The Shelter Point Park Caretaker shall work a monthly schedule from April 15 to September 15 based on a seven (7) day week from July 1 up to and including the week preceding the Labour Day weekend and a five (5) day week during the remainder of the monthly schedule.

- (ii) The Haywire Bay Park Caretaker shall work a monthly schedule from May 1 to September 15 based on a seven (7) day week from July 1 up to and including the week preceding the Labour Day weekend and a five (5) day week during the remainder of the monthly schedule.
- (e) Days Off and Relief Coverage for Shelter Point and Haywire Bay Caretakers
 - During the period of July 1 to the second Monday in September, the Caretaker may arrange with the Employer to have relief coverage for up to two (2) days per week.
 - During the balance of the period where the monthly rate applies the Caretaker may elect to take 2 days per week off without providing relief coverage.
 - The Caretaker's days off shall be scheduled to suit operational requirements and must be approved by the Employer in advance.
 - Whenever possible, the Caretaker's days off shall be regularly scheduled from week to week.
 - Friday, Saturday, Sunday or on statutory holidays may not be scheduled days off.
 - The Caretaker shall obtain the Employer's prior approval of any individual to be used in a relief capacity.

15.02 Work Day

For the purpose of this Section, the work day shall be of twenty-four (24) hours duration and shall commence at midnight.

15.03 Change in Hours

Forty-eight (48) hours notice shall be given for any change in scheduled days off.

15.04 Lunch Break

Outside employees shall be entitled to one-half (1/2) hour for lunch and inside employees shall be entitled to one (1) hour. Employees who are scheduled to be on call during a lunch break shall be paid for a full shift with a lunch break being included within such shift.

15.05 Rest Periods

It is agreed that employees shall be permitted a ten (10) minute rest period both in the morning and in the afternoon. It is further agreed and understood that such periods shall be taken at times that will cause the least possible interference with the work in which the employees are engaged.

ARTICLE 16 – OVERTIME

16.01 Overtime Rates

- (a) Employees normally scheduled to work Monday through Friday shall receive one and one-half times (1-1/2x) their regular hourly rate for all hours worked on a Saturday or Sunday and double time (2x) for hours in excess of eight (8) hours on the weekend.
- (b) Employees working thirty-five (35) hours per week as a normal schedule, shall be paid at the rate of one and one-half (1-1/2x) for hours in excess of seven (7) in a day and those working forty (40) hours per week for hours in excess of eight (8) and double time (2x) for overtime exceeding three (3) hours, in a day.
- (c) Double time (2x) for hours worked on a Statutory Holiday plus one (1) day off in lieu with pay. This Clause shall also apply to hourly paid part-time employees.
- (d) Cemetery Workers to receive time and one-half (1-1/2x) for hours in excess of eight (8) and double time (2x) for hours in excess of eleven (11) in a day and time and one-half (1-1/2x) for the first eight (8) hours worked on a Saturday or Sunday and double time (2x) thereafter.

- (e) Part-time employees shall be paid at a rate of one and one-half (1½x) for hours in excess of seven (7) hours in a day inside and eight (8) hours in a day outside and double time (2x) for overtime exceeding three (3) hours in a day.
- (f) Cemetery employees shall be paid triple time (3x) for days worked performing exhumations. This will not apply to the exhumation of cremated remains unless they are contained within the casket of a deceased person.

16.02 Call-Out and Overtime Assignment

- (a) It is agreed that in the event of a call-out or overtime, it shall be the duty of the Supervisor concerned to ensure that the employee normally assigned to that job is called first and sent on the job if available. An employee who is on vacation will not be called out unless the person substituting in the job during the vacation period and other qualified employees are not available. An employee who is called out while on vacation has the right to refuse the call-out.
- (b) If the employee regularly assigned to the job is not available, call-outs and overtime shall be offered to qualified employees within that department by seniority, and on a rotational basis.
- (c) The Employer agrees to pay employees for a minimum of two (2) hours when they are called to work outside of regular working hours or on days of rest. Where an employee commences work, the Employer agrees to pay a minimum of four (4) hours.
- (d) Call time shall be at straight time rate and paid in all instances except for assigned overtime.
- (e) Where the Employer is required to pay the minimum four (4) hours noted in Article 16.02 (c) above, such pay shall be calculated as follows:

Call Time – Two (2) hours at straight time

-plus-

Remainder – Actual time worked at the appropriate overtime rates.

16.03 Meal Allowance

- (a) An employee who is required to work beyond a regular shift will receive a meal break after two (2) hours of overtime and every four (4) hours thereafter.
- (b) A meal break shall be for one-half (1/2) hour plus reasonable travelling time to obtain a meal with pay.
- (c) A meal premium of seventeen dollars (\$17.00) will be paid on the next succeeding pay cheque.

16.04 Time Off in Lieu of Overtime Pay

- (a) An employee may elect to take time off in lieu of overtime pay each occasion overtime occurs at a time mutually agreeable between the parties. Such time off shall be calculated in accordance with Article 16.01 above. Employees shall be allowed to bank such time.
- (b) Should the accumulated overtime not be used by September 1st of the following year from which the time was earned, the employee shall be paid out in the next succeeding pay day to such date.

ARTICLE 17 – HOLIDAYS

17.01 List of Holidays

Employees shall suffer no reduction in their regular wages or salary by reason of a statutory holiday occurring within the regular work week. For the purpose of this Article, statutory holidays shall be defined as:

New Year's Day
Family Day
Good Friday
Easter Monday
Victoria Day
Canada Day

B.C. Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

AND all other holidays declared by the qathet Regional District, provincial or federal governments.

17.02 Holidays Falling on Weekends

- (a) If the aforementioned statutory holidays fall on a Saturday or Sunday, the following Monday shall be declared a holiday.
- (b) If the aforementioned statutory holidays fall on an employee's day or days of rest which are other than Saturday or Sunday, one (1) day off in lieu shall be granted. The actual day off shall be taken at a mutually agreeable time.

17.03 Qualifications for Paid Holidays

An employee must work their scheduled day prior to and immediately following any paid holiday covered by this Agreement in order to qualify for the pay, unless previous permission in writing shall have been granted for time off.

17.04 Holidays During Vacation

If a statutory holiday falls on a regular working day while an employee is on annual vacation, they shall receive one (1) additional day of vacation with pay in lieu of said statutory holiday.

17.05 Christmas and New Year's Holidays

The following provisions shall apply during the Christmas and New Year's holidays:

- (a) When Christmas Eve and/or New Year's Eve falls on a working day, all employees shall be entitled to time off commencing at 2:00 p.m. without loss of pay.
- (b) When Christmas Day falls on a Tuesday, the preceding Monday shall be declared a statutory holiday.
- (c) When Christmas Day falls on a Wednesday, the next succeeding Friday shall be declared a statutory holiday.
- (d) When New Year's Day falls on a Tuesday, the preceding Monday shall be declared a statutory holiday.

- (e) When New Year's Day falls on a Thursday, the next succeeding Friday shall be declared a statutory holiday.
- (f) Employees who, through the exigencies of their particular job category are unable to obtain the conditions of this Clause shall, by mutual agreement with their respective Supervisor, determine alternate methods of receiving such days off.

ARTICLE 18 – VACATION

18.01 Vacation Entitlement

All employees as defined in this Agreement shall be granted a vacation with pay in accordance with the following:

- (a) The vacation period shall be twelve (12) months commencing on January 1st and ending on the following December 31st.
- (b) Continuous service for the purposes of this Agreement shall include:
 - 1. Time lost as a result of an accident as recognized by the WorkSafeBC suffered through the course of employment shall be considered as time worked for the purpose of qualifying for annual vacations.
 - 2. Maternity or Paternity Leave.
 - 3. Reservists Leave.
 - 4. Any other approved paid leave, unless mutually agreed otherwise in writing.
 - 5. Time lost as a result of leave as recognized by the Employer under Article 19 of this Agreement.
 - 6. Time lost as a result of leave as recognized by the Employer under Article 20 of this Agreement.
 - 7. Time lost as a result of absence as recognized by the Employer under Article 22.02.

18.02 Vacation Entitlement

An employee's initial date of hire establishes the start of her/his anniversary year. As of January 1st of the following calendar year, employees will transition to their 2nd anniversary.

- (a) Those employees who are in their first (1st) anniversary year shall be granted two (2) weeks vacation with pay at a rate of four percent (4%) of their gross earnings.
- (b) Those employees who are in their second (2nd) anniversary year shall be granted three (3) weeks vacation with pay at a rate of six percent (6%) of their gross earnings.
- (c) Those employees who are in their sixth (6th) anniversary year shall be granted four (4) weeks vacation with pay at a rate of eight percent (8%) of their gross earnings.
- (d) Those employees who are in their tenth (10th) anniversary year shall be granted five (5) weeks vacation with pay at a rate of ten percent (10%) of their gross earnings.
- (e) Those employees who are in their seventeenth (17th) anniversary year shall be granted six (6) weeks vacation with pay at a rate of twelve percent (12%) of their gross earnings.
- (f) Those employees who are in their twenty-fourth (24th) anniversary year shall be granted seven (7) weeks vacation with pay at a rate of fourteen percent (14%) of their gross earnings.

18.03 Banking Vacation Credits

An employee entitled to three (3) weeks vacation or more shall be entitled to bank up to a maximum of ten (10) working days annual vacation. Any vacation or banked vacation time shall be scheduled with consent of the Employer.

When banked vacation credits are used, the time taken shall be paid at the rate the banked vacation was earned. The banked vacation must be used within five (5) years of the year in which it was earned.

18.04 Bereavement Leave During Vacation

Where an employee qualifies for bereavement leave or receives Weekly Indemnity benefits during a period of vacation, there shall be no deduction from vacation credits for bereavement leave absence or absence during the period Weekly Indemnity Benefits were paid to the employee.

ARTICLE 19 – SICK LEAVE PROVISIONS

19.01 Sick Leave

Employees may claim up to nine (9) days sick leave per year. Employees may claim a sick leave day when required to travel out of town for a medical or dental appointment or when their absence is required to attend to matters arising from the illness of a family member on a day when they are scheduled to work, or to attend to a matter arising from a domestic violence incident. For the purpose of this Clause, a family member shall be defined as: parent, wife, husband, common-law spouse, child, grandparent, grandchild. All definitions of family shall include step, foster or in-law, and same-sex partner.

Employees may carry over sick days and bank up to thirty (30) days. Sick days may be used to bridge to weekly indemnity, or to top up weekly indemnity to one hundred percent (100%).

ARTICLE 20 – LEAVE OF ABSENCE

20.01 For Union Business

- (a) Upon application to and upon receiving the permission of the respective Supervisor in each specific case, time off without pay shall be granted to official representatives of the Union when it becomes necessary to transact business in connection with the matters affecting members of the Union, PROVIDING it does not interfere with the operation of the Employer.
- (b) Any member, to a maximum of one (1) person at one (1) time, of the Union who is required to attend at Union conventions or perform any other function on behalf of the Union and its affiliates necessitating a leave of

absence without pay shall, upon application to the respective Supervisor, with one (1) week notice, be granted a leave of absence. It is understood that the granting of the above leave shall not unduly hinder the operations of the Employer. It is agreed that the employees will continue to receive their regular pay during this period of leave and that the Employer will be reimbursed by the Union upon receipt of an accounting for regular pay and benefits.

- (c) Official representatives of the Union shall have the privilege of attending meetings, without loss of remuneration, for the purpose of negotiating a revision or renewal of this Agreement when such meetings are held during working hours or when discussing with representative(s) of the Employer a grievance or any other matter contained in this Agreement.

20.02 Bereavement Leave

- (a) Employees shall be granted a minimum of five (5) days leave with pay in the case of the death of a spouse or child, parent, grandparent, grandchild, sibling. Bereavement leave may be used within one (1) year of the death to attend a memorial or celebration of life ceremony. All family members shall include in-law, step and foster, or same sex partner.
- (b) An employee upon request in writing may, at the discretion of their respective Supervisor in consultation with the Personnel Officer, be granted an additional two (2) days leave with pay to allow for travelling time should there be considerable distances involved.

20.03 Mourner's Leave

Employees shall be granted one-half (1/2) day leave with pay to attend the funeral of an employee.

20.04 Leave of Absence for Union or Public Activities

- (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence so that the employee may be a candidate for public office.
- (b) An employee who is elected shall be allowed leave without loss of seniority during the term of office.

- (c) An employee who is elected or selected for a position with the Union or any body with which the Union is affiliated, shall be granted one (1) leave of absence per year, without loss of seniority, for a minimum of two (2) months and a maximum of one (1) year. Such leave may be renewed each year on request during the employee's term of office.

The Employee must submit a written request for a leave under this Article at least one (1) month prior to the proposed start date of the leave.

20.05 Jury Duty

Any employee who is required to report for jury duty or who is required to appear as a Crown witness on a day on which they would normally have worked, will be reimbursed by the Employer for the difference between the pay received for jury or witness duty at their regular straight time hourly rate of pay for their regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of eight (8) hours per day or forty (40) hours per week, less pay received for jury or witness duty. The employee will be required to furnish proof of jury or witness service and jury duty or witness pay received. Hours paid for jury or witness duty will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.

20.06 Military Leave

Employees who serve in the Canadian Armed Forces shall be granted unpaid leave of absence to attend to military duties and training. The leave shall be considered continuous service for the purpose of the Collective Agreement. If a leave is under eight (8) weeks the Employer shall continue to pay its share of all benefits and the employee shall be required to pre-pay their share of all benefits. For leaves that are over eight (8) weeks the employee may continue benefits at their cost.

20.07 Maternity Leave

Employees shall enjoy maternity leave provisions as outlined in the Employment Standards Act, Part 7 except as amended as follows:

- (a) Employees shall be granted maternity leave without pay and without loss of seniority up to a maximum of twenty-six (26) weeks.

- (b) Such leave shall also apply in the case of the adoption of a child from birth to six (6) months of age.
- (c) Where an employee who has been granted leave of absence under this Section requests a further leave of absence from work, the Employer shall grant to the employee a further leave of absence from work, without pay, or benefits, for a period not exceeding a total of eighteen (18) months. The employee may, at their option and with the insurance carrier's consent, continue full benefits for the duration of the leave at their own expense within the limits set by the insurance carrier.

20.08 General Leave

An employee shall be entitled to leave of absence without pay and without loss of seniority up to a maximum of thirty (30) calendar days. Long term unpaid leaves (including unpaid leaves for Education) may also be approved. However, no seniority or vacation entitlement shall accumulate after thirty (30) days. Such request shall be in writing and approved by the Employer, and such approval shall not be unreasonably withheld.

20.09 Continuation of Benefits

Employees on leave of absence pursuant to Articles 20.01, 20.04, 20.07 or 20.08 shall have the option of continuing coverage for all benefits provided to them by the Employer at the sole expense of the employee and within the limits set by the respective insurance carriers.

Employees on leave of absence pursuant to Articles 20.02, 20.03 or 20.05 shall have benefit coverage continued pursuant to Article 22.

ARTICLE 21 – PAYMENT OF WAGES AND ALLOWANCES

21.01 Schedules

The schedule of wages, classifications and salaries for all employees of the Employer covered by this Agreement shall be in accordance with the Wage Schedule attached hereto and forming part of this Agreement.

21.02 Temporary Appointments

"Additional work" for the purposes of this Article shall be defined as temporary work that is required to be done in addition to an employee's regular schedule and shall include vacation replacement, sick leave relief, work overload and short-term special projects.

- (a) If an employee is appointed to substitute on any position, they shall receive their regular rate or the rate for the job, whichever is greater.
- (b) If an employee is appointed to substitute for two (2) weeks or more, they shall receive a ten percent (10%) premium.
- (c) Employees working less than full-time who are willing and capable shall be given first consideration by the Employer for additional work when it becomes available.

The Employer shall continue the current practice of having additional work done by bargaining unit members, other employees, contractors and volunteers.

When such work is assigned to bargaining unit employees, it shall be assigned in the following order:

- i. Inside work to qualified full or part-time inside employees and outside work to qualified full or part-time outside employees,
- ii. Casual employees.

Should the Employer have a special project requiring continuity, such work may be assigned to suit operational requirements.

The Union recognizes the value of volunteer work and acknowledges the legitimate role of volunteers in the community. Therefore, notwithstanding the above, volunteer work of a type and level consistent with established past practice shall continue.

21.03 Job Descriptions

- (a) Within ninety (90) days following January 19, 2011, the Employer shall draw up job descriptions for all bargaining unit positions covered by this Agreement. Draft descriptions shall be forwarded to the Union, which shall

have thirty (30) calendar days to comment or make written objection. The description(s) shall become the recognized descriptions(s) if the Union does not comment or object within this period. If the Union comments or makes written objection, the parties shall discuss the Union's comments and/or objections, after which the Employer shall finalize the description(s). The job descriptions created by the Employer pursuant to this section [21.03(a)] are deemed the recognized job descriptions for purposes of section (b) below.

- (b) (i) The Employer shall prepare a new job description whenever a new bargaining unit position is established, or a substantial permanent change is made to a recognized job description after the initial job description process has been completed under section (a).
- (ii) The Union or an employee may initiate a review of any job after the initial recognized job description has been finalized under section (a), if the Union or the employee believes a substantial permanent change has thereafter occurred in the job, which warrants an increased wage rate.
- (iii) When the duties of any job change on a substantial and permanent basis after the initial recognized job description has been finalized under section (a) or a new bargaining unit position is established, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree to the rate of pay for the job in question such dispute shall be submitted to arbitration for determination.
- (iv) The jurisdiction of the arbitrator in such cases shall be limited to establishing the applicable wage rate based solely upon internal relativity within the parameters of the existing wage curve. This notwithstanding, when the arbitrator believes that the rate for the job must reasonably exceed the highest rate in the existing wage curve, the arbitrator may award the higher rate provided that internal relativity remains the primary consideration in so doing.
- (v) The new rate shall become retroactive to the time the new position was first filled by the employee, or the date of change in job duties in the case of substantially changed jobs, to a maximum of three (3) months retroactivity.

21.04 Pay

Regular pay day shall be alternate Fridays.

21.05 Travel Allowance

- (a) When employees are required to use their own automobile for the Employer's business, compensation shall be fifty-five cents (\$0.55) per km. or the rate paid to Directors, whichever is greater.
- (b) An employee who is required to travel by ferry on the Employer's business shall be provided with Experience Cards whenever possible, or reimbursed the cost of a return ferry ticket.
- (c) The Employer agrees to reimburse any employee for the difference in their insurance premiums to insure the vehicle for business use should the Employer request that the employee use their own vehicle for the Employer's business.
- (d) Employees required to haul equipment and supplies in their personal vehicles shall receive an additional allowance equivalent to the Caretaker II vehicle allowance pro-rated on a daily basis.
- (e) During periods when personal vehicles are required to be used on the Employer's business by the Caretaker II position, a vehicle allowance of eight-five dollars (\$85.00) per week shall be paid to the Shelter Point and Haywire Bay Caretaker II. During the off season (Sept 16 – Apr 14) the allowance will for forty dollars (\$40.00) per month (Shelter Point Caretaker only).

21.06 Education Allowance

The Employer shall pay the cost of an academic or technical course required by the Employer.

21.07 Meal Allowances and Incidentals

Employees authorized to travel out of town for education, training or meetings shall be entitled to meal allowances and incidental rates paid to exempt staff as per the Policy.

21.08 Communications Allowance

- (a) Where accommodations are being supplied as part of an employee position (e.g., Shelter Point Park Caretaker, Haywire Bay Park Caretaker and Texada Island Airport/Facilities Caretaker), and where infrastructure is accessible, the Employer will pay for the following:
 - i. Internet connection and access up to the prescribed data allocation or plan. Any overage charges incurred to the data allocation or plan as a result of personal use will be at the expense of the employee.
 - ii. Land line telephone service charges. The employee will be responsible for any personal long distance phone charges.
- (b) If a cell phone is allocated to an employee, any overage charges incurred to the data allocation or plan as a result of personal use will be at the expense of the employee.

ARTICLE 22 – EMPLOYEE BENEFITS

22.01 Medical Insurance

The Employer agrees to pay one hundred percent (100%) of the premium of the B.C. Medical Plan for its employees and the Extended Health Benefits Plan.

The Extended Health Benefits Plan shall include but is not limited to:

- (a) Vision Care Vision Care to a maximum benefit of six hundred dollars (\$600.00) per family member in a two (2) year period and seventy-five dollars (\$75.00) for eye exams every two (2) year period.

22.02 Weekly Indemnity

Full-time employees shall receive Weekly Indemnity from the first (1st) day for accident or hospitalization and from the fourth (4th) day for illness at a rate of seventy percent (70%) of gross weekly wages per week for a period of up to twenty-six (26) weeks. The Employer shall pay one hundred percent (100%) of the premium for Weekly Indemnity.

22.03 Group Life Insurance

The Employer shall pay one hundred percent (100%) of the premium for Group Life Insurance Policy on behalf of all employees who have completed their probationary period in accordance with Article 1 of the Agreement on behalf of all eligible employees.

22.04 Dental Plan

The Employer agrees to contribute one-hundred percent (100%) of the monthly premium for all employees. The Dental Plan is to include orthodontic work.

- Orthodontics up to a maximum of \$35,00.00/person/lifetime (80%).
- Dependents shall be up to age 21 and unmarried children up to age 25 if they are in full-time attendance at a recognized educational institute.

22.05 Accidental Death and Dismemberment Plan

The Employer agrees to pay one hundred percent (100%) of the monthly premiums for all employees.

22.06 Long Term Disability

The Employer agrees to pay one hundred percent (100%) of the monthly premium for all employees.

22.07 Municipal Pension Plan (MPP)

- (a) Full-time employees shall be enrolled in the Municipal Pension Plan upon permanent appointment or upon completion of twelve (12) months of service, whichever is earlier.
- (b) Part-time employees who are eligible will have the option of enrolling in the Plan.

22.08 Change in Carrier

The Employer shall not change the level of benefits without agreement of the Union.

22.09 Part-Time Employee Benefit Premiums

The Employer agrees to pay a share of the monthly premium costs for part-time employees who are eligible for benefits under Articles 22.01 and 22.04, as described in Article 1.03 (a), and this share shall be pro-rated based on the number of hours the employees regularly work relative to a full-time work week of thirty-five (35) hours for inside employees and forty (40) hours for outside employees.

ARTICLE 23 – SAFETY AND HEALTH

23.01 Pay for Injured Employees

- (a) An employee who is injured during working hours and is required to leave for treatment or is sent home, shall receive payment for the remainder of the day in which they are injured PROVIDED that they complete the WorkSafeBC report on the injury.
- (b) An employee who meets the criteria of 23.01 (a) above, shall have one hundred percent (100%) of all their benefit premiums paid for by the Employer while they are on WorkSafeBC claim

23.02 WorkSafeBC Regulations

No person shall carry out or cause to be carried out any work process or operate or cause to be operated, any tool, appliance or equipment when that person has reasonable cause to believe that to do so would create an undue hazard to the health or safety of any person.

23.03 Health and Safety Committee

The “Occupational Health and Safety Regulations” as prescribed by WorkSafeBC shall apply and the Employer shall conduct safety meetings and inspections in accordance with those regulations as they apply to “Small Operations”.

One Representative each of the Union and the Employer shall meet at least quarterly to review health and safety reports for the previous three months and to consider resolutions to any current health and safety issues. Either party may schedule more frequent meetings as required to address immediate health and safety concerns. All employees shall adhere to all safety regulations.

Minutes and recommendations from these meetings shall be made available within five (5) working days of each meeting.

The Employer shall provide the Union Health and Safety representative with the details of every accident, incident, or occurrence of an occupational disease that occurred at work site within two (2) weeks of its occurrence.

Employees shall not lose pay for time spent in Health and Safety meetings away from regular working hours but shall not be paid if the employee was not working on the day the meeting was held or for overtime.

23.04 Section 3.12 Occupational Health and Safety Regulations

Section 3.12 of the Occupational Health and Safety Regulations is to be considered part of the Collective Agreement.

23.05 Violence in the Workplace

The "Program for the Prevention of Workplace Violence" as adopted by the Board of Directors, qathet Regional District on January 31, 2001 shall be considered part of the Collective Agreement.

23.06 Workplace Bullying and Harassment

Sections 5.1, 21, 22 and 23 of the Workers Compensation Act, Part 3 of the Occupational Health and Safety Regulations, WorksafeBC policies shall be considered part of the Collective Agreement specifically in respect to Worksafe Bullying and Harassment.

23.07 Pay on WorkSafeBC

An employee who is absent as a result of an accident covered by WorkSafeBC shall be compensated as follows:

- (a) Payroll will advance the employee ninety percent (90%) of their average net pay with no deductions of tax, CPP or EI. Any wage loss replacement

payments from WorkSafeBC received by the employee shall be turned over to the Employer as reimbursement up to the amount that the Employer is paying out. This time shall be considered continuous service.

- (b) The employee shall be responsible for reimbursing the Employer in the event their WorkSafeBC claim is subsequently denied.
- (c) Should the WorkSafeBC method of calculating compensation change during the term of the Collective Agreement, this Article shall be revisited and amended as necessary through a letter of understanding.

ARTICLE 24 – SUBCONTRACTING

24.01 Contracting Out

The Employer agrees not to contract out any work presently performed by employees covered by this Agreement, which would result in the laying off of such employees.

ARTICLE 25 – UNIFORM AND CLOTHING ALLOWANCE

25.01 Protective Clothing

- (a) Full time outside employees shall be given a clothing/boot allowance of one hundred fifty dollars (\$150.00) per year, paid out in January.
- (b) Two (2) pairs of coveralls shall be supplied to the above workers and shall be replaced as necessary.
- (c) Park Caretakers and part-time outside employees shall, at their request, be entitled to up to one (1) pair of coveralls or overalls per year. Used coveralls or overalls must be returned to the Employer before purchase of a replacement will be authorized.
- (d) Park Caretakers and part-time outside employees shall be given a clothing/boot allowance to a maximum of one hundred fifty dollars (\$150.00) in each two (2) year period, paid out in January.

25.02 Smocks

Smocks shall be provided for the use of employees when operating potentially dirty office machinery.

ARTICLE 26 – BULLETIN BOARDS

26.01 Bulletin Boards

Bulletin Boards shall be supplied by the Employer as required. The Employer, in co-operation with the Union, shall determine the location for the bulletin boards.

ARTICLE 27 – GENERAL

27.01 Plural or Feminine Terms May Apply

Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

27.02 Supervisor or Personnel Officer

Whenever reference is made in this Collective Agreement to "Supervisor" or "Personnel Officer", it is considered that in their absence their delegates shall possess the same power and authority to act on their behalf.

27.03 Employee and Family Assistance Program (EFAP)

The Employer agrees to provide a mutually agreeable Employee and Family Assistance Program (EFAP). The Union agrees to assign any Employment Insurance premium reduction rebate to the Employer to assist in funding the EFAP.

27.04 Correspondence

- (a) All correspondence between the Employer and the Union relating to matters covered by this Agreement shall be sent to the President of the Union or designate.

- (b) A copy of any correspondence between Employer and an employee relating to matters covered by this Agreement shall be forward to the President of the Union or designate.

ARTICLE 28 – TERM OF AGREEMENT

28.01 Duration

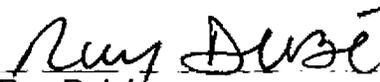
The terms and conditions of this Agreement shall be binding and remain in full force and effect from January 1st, 2019 to December 31st, 2023 and shall continue from year to year thereafter until a new Agreement is reached as provided for in the Statutes of the Province of British Columbia.

IN WITNESS WHEREOF the Corporate Seal of the qathet Regional District has been hereunto affixed, attested by the hands of its proper Officers in that behalf and has been executed by the duly authorized Officers of the Union, the day and year first above written.

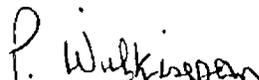
qathet Regional District

Canadian Union of Public Employees,
Local No. 798


Patrick Brabazon
Board Chair


Ray Dubé
Acting Local President


Al Radke
Chief Administrative Officer


~~Norm Evans~~ Patricia Wilkinson
Unit Chair

Date: February 9, 2022

WAGE SCHEDULE

HOURLY RATES

Classifications	Jan. 1 2019 2%	Jan. 1 2020 2%	Jan. 1 2021 2%	Jan. 1 2022 2%	Jan. 1 2023 2.25%
Planner	39.06	39.84	40.64	41.45	42.38
Parks & Properties Foreman	40.52	41.33	42.16	43.00	43.97
Parks & Properties Supervisor	36.94	37.68	38.43	39.20	40.08
Information Services Coordinator	39.06	39.84	40.64	41.45	42.38
Secretary	30.07	30.67	31.28	31.91	32.63
Receptionist/Clerk	25.14	25.64	26.15	26.67	27.27
Clerical Assistant	22.52	22.97	23.43	23.90	24.44
Office Clerk	27.85	28.41	28.98	29.56	30.23
Accountant	42.08	42.92	43.78	44.66	45.67
Records Clerk	30.07	30.67	31.28	31.91	32.63
GIS Survey Technician	34.79	35.49	36.20	36.92	37.75
Accounting Clerk I	27.85	28.41	28.98	29.56	30.23
Accounting Clerk II	30.07	30.67	31.28	31.91	32.63
Accounting Clerk III			33.00	33.66	34.42
Labourer*	28.41	28.98	29.56	30.15	30.83
Park Caretaker I: Per mo. Jan-Dec					
Craig Park	949.85	968.85	988.23	1007.99	1030.67
Palm Beach Park	549.28	560.27	571.48	582.91	596.03
Park Caretaker II: Per mo. Seasonal					
Haywire Bay & Shelter Point					
July & August	6462.60	6591.85	6723.69	6858.16	7012.47
Other	4389.77	4477.57	4567.12	4658.46	4763.28
Texada Airport & Facilities Caretaker	27.01	27.55	28.10	28.66	29.30
Students					
High School (up to Grade 12)	13.85	14.60	15.20	15.50	15.85
Post Secondary	16.05	20.00	20.00	20.00	20.00

*Market adjustment to Public Works Labourers of \$3.00 per hour on January 1, 2019

The Employer agrees to pay for resident utilities.

Resident Tenant Insurance Differential: any additional cost incurred for tenant insurance resulting from the Caretaker's quarters being attached to the Shelter Point Park concession facility.

Extra Work Assignments – Salaried Employees

When the Employer assigns extra work to salaried employees during the off-season or for special projects, employees shall be compensated for on the basis of the hours worked at the Labourer I rate. During these extra work assignments, employees may be requested to submit detailed time sheets recording the activities engaged in and the time worked, each pay period for payment.

Monthly Calculator Rates for the Park Caretaker Positions:

Shall be based on the Labourer 1 hourly rate applied to the number of hours per month as shown below:

Caretaker I

Craig Park
 Annual hours 450
 Average hours per month 37.5

Palm Beach Park
 Annual hours 260
 Average hours per month 21.67

Caretaker II

Assume 4.33 weeks per month

	<u>Weeks/</u> <u>Month</u>	<u>Total</u> <u>Weeks</u>	<u>Hours/</u> <u>Week</u>	<u>Total</u> <u>Hours</u>	<u>Lab 1</u> <u>Rate</u>	<u>Monthly</u> <u>Rate</u>
Per month except July & August	4.33		40	173.2	*18.02	*3121
July & August	4.33		40	173.2	*18.02	*3121
Plus relief coverage 2 days/wk.		4.5	16	72.0	*18.02	*1152
Plus allowance for Stat.				24.0	*18.02	*432
Holidays (2 days/month @1.5)						
					Total	*4706

***EXAMPLE USING 2003 RATES**

The annual hours shown above shall remain in effect until amended by the Employer. Monthly rates to be rounded to the nearest dollar.

LETTER OF UNDERSTANDING #1

BETWEEN THE:

qathet REGIONAL DISTRICT
(Employer)

AND THE:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 798
(Union)

"WITHOUT PREJUDICE"

RE: TEXADA ISLAND MOWING

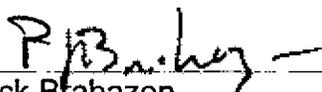
The parties hereby agree to the following:

1. That the Regional District will advertise the Texada Island Mowing RFQ with a term of one year.
2. That the Regional District will compile data on the number of hours needed to mow each site and the required equipment, and that this information shall be forwarded to the Union.
3. That the Regional District and the Union shall meet in November 2014 to discuss the contracting in the mowing position.

IN WITNESS WHEREOF the Corporate Seal of the qathet Regional District has been hereunto affixed, attested by the hands of its proper Officers in that behalf and has been executed by the duly authorized Officers of the Union, the day and year first above written.

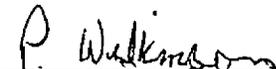
qathet Regional District

Canadian Union of Public Employees,
Local No. 798


Patrick Brabazon
Board Chair


Ray Dubé
Acting Local President


Al Radke
Chief Administrative Officer


~~Norm Evans~~ Patricia Wilkinson
Unit Chair

Date: February 9, 2022

LETTER OF UNDERSTANDING #2

BETWEEN THE:

qathet REGIONAL DISTRICT
(Employer)

AND THE:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 798
(Union)

"WITHOUT PREJUDICE"

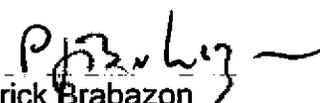
RE: ONSITE PARK CARETAKERS -- RESTRICTION FROM HAVING PETS

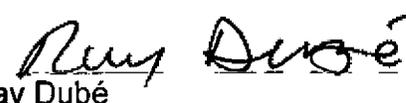
Due to concerns raised regarding unattended pets at Regional District parks, onsite park caretakers must receive permission from the Regional District to keep pets onsite.

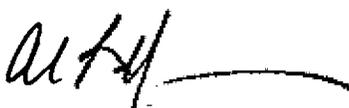
IN WITNESS WHEREOF the Corporate Seal of the qathet Regional District has been hereunto affixed, attested by the hands of its proper Officers in that behalf and has been executed by the duly authorized Officers of the Union, the day and year first above written.

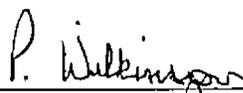
qathet Regional District

Canadian Union of Public Employees,
Local No. 798


Patrick Brabazon
Board Chair


Ray Dubé
Acting Local President


Al Radke
Chief Administrative Officer


~~Norm Evans~~ Patricia Wilkinson
Unit Chair

Date: February 9, 2022

LETTER OF UNDERSTANDING #3

BETWEEN THE:

qathet REGIONAL DISTRICT
(Employer)

AND THE:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 798
(Union)

"WITHOUT PREJUDICE"

RE: SHELTER POINT CARETAKER

The Shelter Point Caretaker shall remain a contractor position for the term of the Collective Agreement and shall be reviewed in the next negotiation. Either party may bring this time to Labour Management during the term of the Agreement, and changes can be made to this LOU by mutual written agreement through a letter of understanding

IN WITNESS WHEREOF the Corporate Seal of the qathet Regional District has been hereunto affixed, attested by the hands of its proper Officers in that behalf and has been executed by the duly authorized Officers of the Union, the day and year first above written.

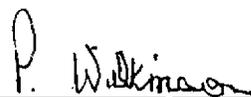
qathet Regional District

Canadian Union of Public Employees,
Local No. 798


Patrick Brabazon
Board Chair


Ray Dube
Acting Local President


Al Radke
Chief Administrative Officer


~~Norm Evans~~ Patricia Wilkinson
Unit Chair

Date: February 9, 2022

LETTER OF UNDERSTANDING #4

BETWEEN THE:

qathet REGIONAL DISTRICT
(Employer)

AND THE:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 798
(Union)

"WITHOUT PREJUDICE"

**RE: TEMPORARY SHIFT CHANGE FOR OPERATIONAL SERVICES DEPARTMENT
LABOURER(S)**

Article 15.01 Hours of Work: The parties mutually agree that in order to more efficiently perform some work, CS Labourer(s) shift schedule may be temporarily changed:

From: 8 hours per day, 5 days per week (7:30am – 4:00pm Mon-Fri)

To: 10 hours per day, 4 days per week (7:30am – 6:00pm between Mon and Fri)

48 hours' notice will be given prior to shift change.

Overtime will only be applicable in excess of 10 hours per day during the 40 hour, 4 day work week

Crew scheduling will be done on a rotational basis where possible.

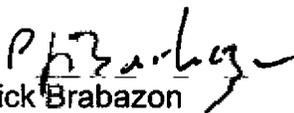
The Employer or Union may cancel this agreement with 30 days' notice.

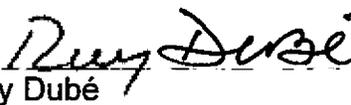
.../2

IN WITNESS WHEREOF the Corporate Seal of the qathet Regional District has been hereunto affixed, attested by the hands of its proper Officers in that behalf and has been executed by the duly authorized Officers of the Union, the day and year first above written.

qathet Regional District

Canadian Union of Public Employees,
Local No. 798


Patrick Brabazon
Board Chair


Ray Dubé
Acting Local President


Al Radke
Chief Administrative Officer


~~Norm Evans~~ Patricia Wilkinson
Unit Chair

Date: February 9, 2022

LETTER OF UNDERSTANDING #5

BETWEEN THE:

qathet REGIONAL DISTRICT
(Employer)

AND THE:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 798
(Union)

RE: COMPRESSED WORK WEEK

The parties hereby agree to the following:

1. This Letter of Understanding (LOU) is intended to mitigate an employee (Tarah Duncan) commuting obstacle and is not to be construed as precedent setting.
2. This Letter of Understanding (LOU) shall only apply to the employee (Tarah Duncan).
3. The commuting obstacle is BC Ferries.
4. The intent is to provide a more accommodating work, commute, and life balance for the employee while residing within the Regional District on Texada Island.
5. Should the employee move to the mainland, the LOU would not be in effect.
6. To accommodate, the current Accounting Clerk II position's work schedule will be Monday to Thursday from 7:00 a.m. to 4:45 p.m.
7. The maximum number of work hours per day shall not exceed eight and three quarter (8.75) hours.
8. The standard hours of work shall remain at thirty-five (35) hours per week.
9. Article 16.01 (b) of the Collective Agreement would not apply while the compressed work week is in effect and the following language would replace it:

The employee working thirty-five (35) hours per week on the compressed work schedule, shall be paid at the rate of one and one-half (1-1/2x) for hours in excess of eight and three quarters (8.75) in a day and double time (2x) for overtime exceeding three (3) hours in a day.

10. Either party may withdraw from this Letter of Understanding (LOU) with cause given they provide thirty (30) days notice in writing to the other party.

Originally signed on the 25th day of May, 2018.

IN WITNESS WHEREOF the Corporate Seal of the qathet Regional District has been hereunto affixed, attested by the hands of its proper Officers in that behalf and has been executed by the duly authorized Officers of the Union, the day and year first above written.

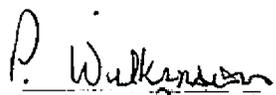
qathet Regional District

Canadian Union of Public Employees,
Local No. 798


Patrick Brabazon
Board Chair


Ray Dubé
Acting Local President


Al Radke
Chief Administrative Officer


~~Norm Evans~~ Patricia Wilkinson
Unit Chair

Date: February 9, 2022

LETTER OF UNDERSTANDING #6

BETWEEN THE:

qathet REGIONAL DISTRICT
(Employer)

AND THE:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 798
(Union)

"WITHOUT PREJUDICE"

RE: CONTRACTING OUT

The Employer and the Union shall commit to meeting and discussing the Resource Recovery Centre and the intention shall be to evaluate the operations being brought into the bargaining unit and posted as bargaining unit positions.

IN WITNESS WHEREOF the Corporate Seal of the qathet Regional District has been hereunto affixed, attested by the hands of its proper Officers in that behalf and has been executed by the duly authorized Officers of the Union, the day and year first above written.

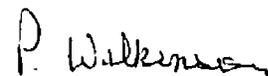
qathet Regional District

Canadian Union of Public Employees,
Local No. 798


Patrick Brabazon
Board Chair


Ray Dubé
Acting Local President


Al Radke
Chief Administrative Officer


~~Norm Evans~~ Patricia Wilkins
Unit Chair

Date: February 9, 2022

LETTER OF UNDERSTANDING #7

BETWEEN THE:

qathet REGIONAL DISTRICT
(Employer)

AND THE:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 798
(Union)

"WITHOUT PREJUDICE"

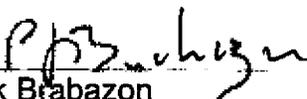
RE: COMPRESSED WORK WEEK

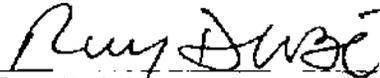
The Union and the Employer agree that employees or groups of employees, or either party may request a compressed work week. If a compressed work week is requested the Union and the Employer shall review the request and may agree through written mutual agreement in a letter of understanding.

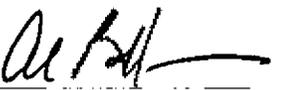
IN WITNESS WHEREOF the Corporate Seal of the qathet Regional District has been hereunto affixed, attested by the hands of its proper Officers in that behalf and has been executed by the duly authorized Officers of the Union, the day and year first above written.

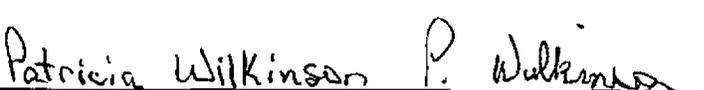
qathet Regional District

Canadian Union of Public Employees,
Local No. 798


Patrick Brabazon
Board Chair


Ray Dubé
Acting Local President


Al Radke
Chief Administrative Officer


~~Norm Evans~~
Unit Chair

Date: February 9, 2022

LETTER OF UNDERSTANDING #8

BETWEEN THE

qathet REGIONAL DISTRICT
(Employer)

AND THE

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 798
(Union)

“WITHOUT PREJUDICE”

RE: APPOINTMENT TO EXEMPT POSITION – CHRISTINA PEAKE

Christina Peake (Employee) will assume the role of Assistant Manager of Administrative Services (the “Excluded Position”) as of May 31, 2021. She will serve a six-month trial period in the Excluded Position. To ensure that the Employee has the ability to return to the bargaining unit position of Records Management Clerk (the “Bargaining Unit Position”) during the six-month trial period, the following provisions apply:

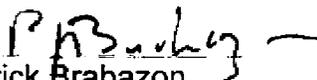
1. The term of this Agreement is from May 31, 2021 to November 30, 2021.
2. Both parties acknowledge that the Employee will accumulate seniority during the term of the Agreement.
3. The Employee will accrue vacation days during the term of the Agreement, as per the terms of the Collective Agreement.
4. The Employer will deduct and remit union dues to the Union at 2.01% of gross earnings during the term of the Agreement.
5. Except as set out in paragraphs 2, 3 and 4, the Employee’s terms and conditions of employment during the term of this Agreement shall be subject to the Employer’s exempt staff policies and agreement between the Employee and Employer.
6. The Employee will be returned to the vacated Bargaining Unit Position during the term of this Agreement at the request of the Employee or Employer. The Employee or Employer must give 15 days’ notice in writing of this return.

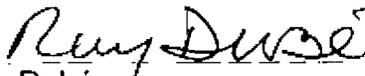
7. The Parties can extend the term of this Agreement by mutual agreement, in writing.

IN WITNESS WHEREOF the Corporate Seal of the qathet Regional District has been hereunto affixed, attested by the hands of its proper Officers in that behalf and has been executed by the duly authorized Officers of the Union, the day and year first above written.

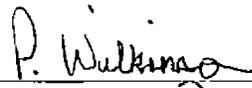
qathet Regional District

Canadian Union of Public Employees,
Local No. 798


Patrick Brabazon
Board Chair


Ray Dubé
Acting Local President


Al Radke
Chief Administrative Officer


~~Norm Evans~~ Patricia Wilkinson
Unit Chair

Date: February 9, 2022

LETTER OF UNDERSTANDING #9

BETWEEN THE

qathet REGIONAL DISTRICT
(Employer)

AND THE

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 798
(Union)

"WITHOUT PREJUDICE"

RE: ACCOUNTING CLERK III

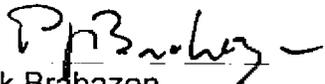
The parties hereby agree to the following:

1. The creation of a new classification, including job title and job description, for an Accounting Clerk III.
2. A starting wage for the above-mentioned position of \$33.00 per hour.

IN WITNESS WHEREOF the Corporate Seal of the qathet Regional District has been hereunto affixed, attested by the hands of its proper Officers in that behalf and has been executed by the duly authorized Officers of the Union, the day and year first above written.

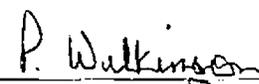
qathet Regional District

Canadian Union of Public Employees,
Local No. 798


Patrick Brabazon
Board Chair


Ray Dubé
Acting Local President


Al Radke
Chief Administrative Officer


~~Norm Evans~~ Patricia Wilkinson
Unit Chair

Date: February 9, 2022

LETTER OF UNDERSTANDING #10

BETWEEN THE

qathet REGIONAL DISTRICT
(Employer)

AND THE

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 798
(Union)

“WITHOUT PREJUDICE”

RE: CONVERSION OF ACCUMULATED PART-TIME HOURS TO ESTABLISH FULL-TIME SENIORITY DATE

The parties hereby agree to the following:

An employee's aggregate part-time hours will be credited to establish their full-time seniority date, based on hours, when they achieve full-time status.

“Part-time hours” means any hours worked in the capacity of a Part-Time, Casual, Temporary or Seasonal role as defined in Article 1 of the Collective Agreement.

This Letter of Understanding does not apply to hours worked in a Student or Grant Worker role or to workers who have not been employed by qathet Regional District within 12 months of achieving full-time status.

The method by which the part-time hours are credited will depend on whether the hours were worked in an Inside (35 hrs/week) position or an Outside (40 hrs/week) position, regardless of whether the position maintains a five (5) day work week, a four (4) day work week, or any other configuration or work schedule.

Conversion of Hours to Days:

Employees who have worked only Inside hours or only Outside hours:

Inside hours and paid entitlements taken/used shall be divided by seven (7). Outside hours and paid entitlements taken/used shall be divided by eight (8). All hours or partial hours left over will be rounded up to one (1) whole day.

Employees who have worked both Inside and Outside hours:

Inside hours shall be divided by seven (7), Outside hours shall be divided by eight (8), and paid entitlements taken/used shall be divided by seven and one half (7.5). All hours

and partial hours left over from these calculations will be added together and rounded up to the nearest seven and one half (7.5) hour day.

Counting backwards on the calendar:

For all employees, the total number of days will be converted into full weeks by dividing by five (5). The full weeks will be counted backwards on the calendar from the first day worked in the full-time position. If there are residual days left over after determining the number of full weeks, the days left over will be counted backwards after counting back the full weeks, skipping Sunday and Saturday, to arrive at the full-time seniority date.

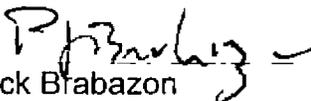
Thus, using the formulas and counting backwards methodology prescribed, the date arrived at will become the full-time seniority date for the employee affected.

Note: Holidays as defined in the Collective Agreement or otherwise are not skipped when counting backwards on the calendar.

IN WITNESS WHEREOF the Corporate Seal of the qathet Regional District has been hereunto affixed, attested by the hands of its proper Officers in that behalf and has been executed by the duly authorized Officers of the Union, the day and year first above written.

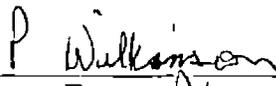
qathet Regional District

Canadian Union of Public Employees,
Local No. 798


Patrick Brabazon
Board Chair


Ray Dubé
Acting Local President


Al Radke
Chief Administrative Officer


~~Norm Evans~~ Patricia Wilkinson
Unit Chair

Date: February 9, 2022

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