

2003-2004-2005-2006 COLLECTIVE AGREEMENT

BETWEEN

THOMPSON-NICOLA REGIONAL DISTRICT

- AND -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2587

THIS AGREEMENT made and entered into on the day of , 2003.

BETWEEN: THOMPSON-NICOLA REGIONAL DISTRICT

*(hereinafter called the "**Employer**")*

PARTY OF THE FIRST PART

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NUMBER 2587,
Chartered by the Canadian Union of Public Employees and
Affiliated with the Canadian Labour Congress

*(hereinafter called the "**Union**")*

PARTY OF THE SECOND PART

PREAMBLE

WHEREAS it is the desire of both parties to this agreement:

1. *To maintain the existing harmonious relations and settled conditions of employment between the Thompson-Nicola Regional District (hereinafter called the "**Employer**") and the Union;*
2. *To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work, and scale of wages, etc.;*
3. *To encourage efficiency in operation;*
4. *To promote the morale, well-being and security of all the employees in the bargaining unit of the Union;*

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

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE 1: RECOGNITION AND NEGOTIATIONS

- 1.01** *The Employer or anyone authorized to act on its behalf recognizes the Canadian Union of Public Employees, Local No. 2587 as the sole collective bargaining agency for its employees classified and covered by this Agreement as set forth in Schedule "A" and except those excluded by the Labour Relations Code, and hereby consents and agrees to negotiate with the Union and its authorized committee thereof, in all matters affecting the relationship between the parties to this agreement, looking forward to a peaceful and amicable settlement of any differences that may arise between them.*

1.02 Work of the Bargaining Unit

It is further agreed that, except for incidental or emergent situations or except for employees of a bona fide contractor who are not in the bargaining unit for which the Union is certified, any person whose classification is not covered by the agreement shall not perform work that is normally done by those employees who are deemed to be within the bargaining unit for which the Union is certified.

1.03 *The Union, its officers, agents, and other employees of the Employer agree that there will be no strike, work stoppage, walkout, sit-down, slow-down, or any other act of a similar nature which would interfere with the Employer's operations or business, and the Employer agrees that there will be no lockout for the term of this contract.*

ARTICLE 2: MANAGEMENT RIGHTS

2.01 *Except as otherwise provided in this Agreement, the management, supervision and control of the Employer's operation and the direction of the working force remain the exclusive function of management.*

ARTICLE 3: NO DISCRIMINATION

3.01 *The Employer, its servants and agents agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, physical or mental disability, nor by reason of his membership in a labour union.*

3.02 *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.*

3.03 *The Employer and Union recognize the right of employees to work in an environment free from all harassment and agree to co-operate in attempting to resolve in a confidential matter any complaints of harassment which may arise in the workplace. Any grievance procedure will commence at Step 2 as outlined in Article 11.02 and the parties further agree that reasonable supervision and direction of employees is not considered harassment.*

ARTICLE 4: UNION SECURITY

4.01 *Every employee who is now or hereafter becomes a member of the Union shall maintain his/her membership in the Union as a condition of his/her employment, and every new employee whose employment commences hereafter shall within thirty (30) days after the commencement of his/her employment, apply for and maintain his/her membership in the Union as a condition of his/her employment.*

ARTICLE 5: CHECKOFF OF UNION DUES

5.01 Checkoff

At the time of employment the Employer shall require an employee to sign a checkoff form authorizing the Employer to deduct from his/her earnings and to pay to the Union an amount equal to the current monthly union dues as established by the Union in accordance with its Constitution and/or Bylaws.

5.02 Deductions

Deductions shall be made from the payroll period on a bi-weekly basis for all employees, and shall be forwarded to the Secretary-Treasurer of the Union not later than the 10th day of the month following, accompanied by a list of the names of all the employees from whose wages the deductions have been made.

ARTICLE 6: THE EMPLOYER SHALL ACQUAINT NEW EMPLOYEES

6.01 *The Employer agrees to supply new employees, covered in Schedule "A", with a copy of this Agreement and to draw their attention to the conditions of the employment set out in Articles 4 and 5 dealing with Union Security and Dues Checkoff.*

6.02 *The Employer will supply the Union with revised copies of the Collective Agreement as required.*

ARTICLE 7: LABOUR MANAGEMENT NEGOTIATIONS

7.01 Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than three (3) members of the Employer, as appointees of the Employer, and not more than three (3) members of the Union as appointees of the Union. The Union shall advise the Employer of the Union nominees to the Committee.

7.02 Representatives

The Union shall have the right at any time to have the assistance of one (1) representative of the Canadian Union of Public Employees when dealing with or negotiating with the Employer, or the Employer's accredited bargaining agent.

7.03 Meeting of the Bargaining Committee

In the event of either the Employer or the Union wishing to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement. Such meeting shall be arranged within ten (10) calendar days after the request has been made.

7.04 Function of Bargaining Committee

The Bargaining Committee shall meet to discuss the renewal of the collective agreement or any other matters which may be referred to it under the terms of this agreement.

7.05 Time Off for Meetings

In the event a meeting of the Bargaining Committee is scheduled during normal working hours, any representative of the Union on the Bargaining Committee who is an employee of the Employer may attend without loss of remuneration.

ARTICLE 8: SENIORITY

8.01 Seniority list

Seniority is length of service of employment with the Employer and shall apply on a bargaining-unit-wide basis.

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

In the case of equality in employees' service date, the seniority rank shall be determined by the date of birth in chronological order.

8.02 Seniority for New Employees

Newly hired employees shall be considered on a trial basis for a period of three (3) months from date of hiring. The employment of such employees may be terminated for any reason during this period of three (3) months but shall have recourse to the grievance procedure. After satisfactory completion of the trial period, an employee shall acquire seniority effective from the original date of employment.

8.03 Seniority During Absence

If an employee is absent from work because of sickness, accident or leave of absence approved by the Employer, he/she shall not lose seniority rights until a period of twelve (12) months has elapsed. Thereafter any extension may only be granted with the consent and agreement of the parties hereto.

An employee shall lose seniority in the event:

- 1. He/she is discharged for just cause and is not reinstated.*
- 2. He/she resigns.*
- 3. He/she is absent from work in excess of three (3) working days without notifying the Employer unless such notice was not reasonably possible.*

4. *After a layoff, he/she fails to return to work within seven (7) calendar days, after being notified to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his/her current address.*
5. *After a layoff of one (1) year, an employee shall be struck off the seniority list.*
6. *When an employee loses his/her seniority, his/her right to continue employment and/or to re-employment shall cease. In the event of re-employment, such person shall start as a new employee and his/her right to seniority and other benefits based upon his/her length of service with the Employer shall be calculated from his/her date of re-employment.*

8.04 Seniority During Transfer to Supervisory Position

If an employee is transferred to a supervisory position or any other position not covered by this agreement, he/she shall retain his/her seniority in the position from which he/she was transferred for a period of three (3) months.

ARTICLE 9: LAYOFFS AND REHIRINGS

9.01 Layoffs and Rehiring Procedure

The Employer and the Union recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, except as otherwise mutually agreed, employees shall be laid off in the reverse order of their seniority, provided that those employees retained are qualified to do the work. Except as otherwise mutually agreed, employees shall be recalled in order of their seniority, provided they are qualified to do the work. Provided also that in the case of layoffs the Union agrees that where the next junior employee is retained, to complete a job in progress, the retaining of his/her service for a period not exceeding five (5) working days shall not be considered a violation of the agreement and provided also that employees laid off have not been doing similar work.

- 9.02** *Any employee who has completed three (3) months of probationary period from initial employment shall be given one (1) month's notice of any layoff, or one (1) month's salary at his/her present rate in lieu of such notice.*

ARTICLE 10: PROMOTIONS AND STAFF CHANGES

- 10.01** *Prior to filling any staff changes or promotions, covered by the terms of this agreement, the Employer shall post notice on all bulletin boards for a minimum of five (5) working days, in order that all members will know about the position and be able to make written application therefore. Such notice shall contain the following information: Nature of position, required knowledge and education, ability and skills, shift, wage and salary rate or range. Copy of the notice shall also be sent to the Secretary of the Union.*

10.02 Filling of Vacancies on a Temporary Basis

Notwithstanding any other provisions of this Agreement; whenever a new or vacant position(s) requires immediate filling, the Employer will select an employee(s) taking seniority, qualifications and employee preference to such opening(s) into account. The Employer agrees such filling of position(s) shall be deemed to be "pending posting" and said position shall be posted within thirty (30) days.

10.03 Method of Making Appointments

The Employer and the Union recognize that job opportunity should increase in proportion to length of service. Therefore, in making staff changes, appointment shall be made of the applicant senior in service and having the required qualifications. Subject to satisfactory completion of the three (3) month probationary period for newly-hired employees, the successful applicant shall be placed on probation for a period of three (3) months. Conditional on satisfactory service, such trial promotion shall become permanent after the period of three (3) months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, he/she shall be returned to his/her former position without loss of seniority or previous salary, and any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position without loss of seniority and previous salary.

10.04 Union Notification

The Employer shall give notice to the Union once monthly of all appointments, promotions, hirings, and terminations of employment for those employees covered in Schedule "A".

10.05 Job Training Program

The Employer agrees, wherever practical, to provide an opportunity for employees to receive on the job training to facilitate qualification for promotion or job understanding.

ARTICLE 11: GRIEVANCE AND ARBITRATION PROCEDURE

11.01 *The Employer acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of three (3) members who shall be employees of the Employer. The personnel of such committee shall be communicated to the Employer.*

11.02 *Should a dispute arise between the Employer and any employee(s) regarding the interpretation, meaning, operation or application of this agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, or should any other dispute arise, an earnest effort shall be made to settle the dispute in the following manner:*

Step 1: *The aggrieved employee, in person, with his/her Shop Steward in attendance, shall first seek to settle the grievance with the employee's immediate supervisor within ten (10) working days after the alleged grievance is deemed to have occurred.*

Step 2: *If a satisfactory settlement is not reached within three (3) working days after a grievance was first discussed under Step 1, the grievance shall be submitted, in writing, to the Administrator.*

Within five (5) working days of receipt of the grievance, the aggrieved employee, in person with the Union's Grievance Committee and any necessary witnesses, will meet with the Employer's Grievance Committee and any necessary witnesses, in an effort to resolve the grievance.

The Employer's Grievance Committee may be comprised of the Supervisor, any other affected Managers, and the Administrator.

At the grievance meeting held between the Parties, both Parties shall present and hear all of the known evidence and facts related to the dispute. Both Parties commit to bringing forward all known evidence and facts of the case and not to withhold any known evidence or facts, in the best interests of resolving the dispute to the benefit of the Parties and the Grievor.

Should the dispute remain unresolved following this meeting, the Parties shall be restricted to using only that evidence and those facts relied upon at the grievance meetings in any arbitration proceedings.

Should either of the Parties become aware of any relevant or pertinent evidence or facts related to the dispute following the grievance meeting, which were unknown to that Party at the time of the grievance meeting, the Party shall be obligated to immediately inform the other Party of the new information.

Failure to provide such information to the other Party prior to any arbitration proceeding into the dispute shall disqualify that Party from relying on such new information at any arbitration proceeding into that dispute.

11.03 *The Employer shall advise the Union of its decision within 5 days following the Step 2 grievance meeting. The Union shall notify the Employer within 15 days after receiving the Employer's Step 2 response if it intends to proceed to Arbitration and shall name its nominee to the Arbitration panel. In the event that the Union does not notify the Employer that it will proceed to Arbitration within the prescribed 15 day time limit, the Grievance shall be deemed to be abandoned and all rights to the Grievance Procedure at an end.*

11.04 *The Employer shall appoint one (1) member to this Board, and the Union shall appoint one (1) member to this Board, and these two (2) appointees shall agree upon a Chairman; in the event that these two (2) appointees cannot agree upon a Chairman, the Minister of Labour shall appoint a Chairman.*

The Board of Arbitration shall hear and determine the difference or allegation and shall within a maximum of thirty (30) days following arbitration render its decision.

The parties shall jointly bear the costs of the Chairman of the Board of Arbitration. Each of the parties shall bear the expenses of the witnesses called by it. No costs of arbitration shall be awarded to, or against, either party. Arbitration procedures shall be expedited by the parties.

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, or 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 sixty (60) days preceding the date of the written grievance.

11.05 *Except where specifically provided otherwise by statute, the parties agree to abide by the provisions of Article 11 as the only means of resolving any differences which may arise during the term of this Agreement, all employees shall continue to work as usual without curtailment or restriction of normal operations.*

11.06 *Where a dispute involving a question of general application or interpretation occurs, or where the Employer has a grievance, Step 1 of this Article may be bypassed.*

In the case of an Employer's grievance the provisions of Step 2 shall be changed to require a meeting between the Union and the Executive Committee of the Thompson-Nicola Regional District with a view to seeking a settlement. If a satisfactory settlement is not reached within seven (7) days the Employer may refer the dispute to Arbitration.

11.07 *All replies to grievances shall be in writing to all stages following Step 1.*

11.08 *Grievances settled satisfactorily within the time allowed shall date from the time that the grievance was filed.*

11.09 *The Employer shall supply the necessary facilities for the grievance meetings.*

11.10 *Except for Step 2 of the Grievance Procedure, time limits mentioned in Article 11 refer to clear calendar days and may only be extended by written mutual agreement of the parties.*

11.11 *At any stage of the grievance procedure, the Employer and the Union, or Board of Arbitration, may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.*

11.12 **Single Arbitrator**

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 (3) man Board will apply.

ARTICLE 12: DISCHARGE, SUSPENSION AND DISCIPLINE

12.01 Discharge Procedure

After completion of a three (3) month probation period, an employee with tenure may be suspended or dismissed only for just cause. Such employee and the Union shall be advised in writing within 24 hours by the Employer of the reason for such dismissal or suspension.

12.02 *Just cause shall not include the refusal of an employee to cross the picket line of a legal strike.*

12.03 *Where the Employer considers that just cause exists for dismissal of an employee, such dismissal shall not go into effect until the employee has been so notified and a period of three (3) working days has elapsed from the time of such notification. During the said period of three (3) working days the employee concerned shall be suspended without pay and the Employer shall review the circumstances involved. At the conclusion of the said period of three (3) working days the Employer shall either proceed with the dismissal or impose a lesser penalty. In the event the Employer finds that disciplinary action is not warranted, or that suspension is too severe, the employee shall be reinstated with payment for such time that he/she may have lost from work as a result of having been suspended.*

12.04 *A permanent employee considered by the Union to be wrongfully or unjustly discharged, or suspended, shall be entitled to a hearing under Article 11, Grievance Procedure. Step 1 of the Grievance Procedure shall be omitted in such cases.*

12.05 *Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his/her former position, without loss of seniority rating, and shall be compensated for all time lost in an amount equal to his/her normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the Employer and the Union or in the opinion of the Board of Arbitration if the matter is referred to such a Board of Arbitration.*

12.06 *Where a Board of Arbitration has been selected to determine the question respecting an alleged unjust discharge or suspension it shall have power and jurisdiction to:*

- (a) uphold the discharge or suspension;*
- (b) or vary the penalty;*
- (c) or substitute a different penalty;*
- (d) or direct reinstatement;*

and in cases (b), (c) and (d), may, in addition, order the Employer to pay the employee full or partial compensation in accordance with his/her regular wage rate. It is understood, however, that if an employee is reinstated he/she shall retain his/her full seniority.

- 12.07** (a) *All warning and reprimand letters shall be considered as a form of discipline and shall be subject to the provisions of the grievance procedure.*
- (b) *Written warning letters shall be deemed to be void after one (1) year from date of issue and shall be destroyed from all files.*
- (c) *The Employer agrees that all employees will have access to their personnel file and may review same in the presence of the Administrator. To obtain access to his/her personnel file the said employee will forward the appropriate request in writing to the Administrator who will deal with the said request within a reasonable time. Any employee may respond in writing to any report on their personnel file and such response will become part of the file.*

ARTICLE 13: HOURS OF WORK

- 13.01** *The normal work week shall consist of five (5) seven (7) hour days, from Monday to Friday inclusive. The normal work day shall not commence before 6:30 a.m. nor finish later than 4:30 p.m. No seven hour shift for salaried staff shall be spread over a period longer than eight (8) hours, with one (1) hour off for lunch. Variation of the normal work day may be made by mutual agreement of the parties in this Agreement.*

However, except as otherwise provided or agreed, the hours of work shall be:

8:30 a.m. to 4:30 pm with a one (1) hour lunch break.

13.02 **Minimum Hours**

In the event of an employee starting work on any day and being sent home before he/she has completed four (4) hours, or in the event of stoppage or suspension of work, he/she shall be paid for four (4) hours. In the event that an employee reports for work but is sent home before commencing to work he/she shall be paid for two (2) hours at regular rates. Provided, however, that this Article is not to apply where an employee has been sent home for disciplinary reasons or where the stoppage or suspension of work is due to a labour dispute.

13.03 **Rest Period**

All employees shall be permitted a fifteen (15) minute rest period in both the first and second half of a shift.

ARTICLE 14: OVERTIME

14.01 Overtime Rates on Normal Work Days

All time worked outside the normal work day shall be deemed to be overtime. Overtime shall be paid for at the rate of time and one-half (1½) for the first two (2) hours and double time thereafter. Overtime will be calculated to the nearest quarter hour.

14.02 Overtime Rates on Days of Rest and Holidays

All time worked on an employee's days of rest shall be paid on the basis of double time. All time worked on Statutory Holidays shall be paid on the basis of double the standard rate of pay for every hour worked, in addition to the employee's regular holiday pay.

14.03 No Layoff to Compensate for Overtime

Employees shall not be required to lay off in regular hours to equalize any overtime worked; however, the Employer may consider time off in lieu of overtime worked if such is requested by the employee, providing such time off is taken by mutual agreement.

14.04 Minimum Call-Back Time

Every employee who is called back and required to work outside his/her regular working hours, shall be paid for a minimum of three (3) hours at overtime rates. The overtime rate shall apply from the commencement time of the meeting. For out of town evening meetings the overtime rate shall apply from the time the employee leaves from his/her home base (outside regular working hours) to the time he/she returns to his/her home base. The calculation shall mean reasonable travelling time to and from a meeting.

14.05 Paid Time off in Lieu of Worked Overtime

Subject to the Employer's operational requirements, employees may consider paid time off in lieu of worked overtime. Time off will only be taken upon mutual agreement between the employee and his/her Supervisor, mutual agreement will not be withheld due to an employee requesting time off of not less than one [1] hour at one time) provided that any unused banked time will be paid out once yearly at a time to be determined by the Employer. Paid time off shall be provided at the same rate as the applicable overtime rates.

ARTICLE 15: STATUTORY HOLIDAYS

15.01 *All employees shall, after completion of thirty (30) days of continuous employment, receive one (1) day's pay for not working on the following holidays:*

<i>New Year's Day</i>	<i>Christmas Day</i>
<i>Good Friday</i>	<i>Boxing Day</i>
<i>Easter Monday</i>	<i>Thanksgiving Day</i>
<i>Queen's Birthday</i>	<i>Remembrance Day</i>
<i>Canada Day</i>	<i>Labour Day</i>
<i>British Columbia Day</i>	

and any other day proclaimed or declared by the Regional District, Federal, Provincial or Municipal Governments as a holiday.

15.02 *When Statutory Holidays fall on a normal non-working day and no other day is declared in substitution thereof, employees shall receive a day off work in lieu of the holiday, at their regular rate of pay; such day off to be taken at the discretion of the Department Head concerned, within two (2) weeks following such a holiday.*

15.03 *No employee is entitled to Statutory Holiday Pay for any such holiday which occurs while the employee is on layoff.*

ARTICLE 16: ANNUAL VACATIONS

16.01 Definition of Vacation Year - Calendar Year

The term "vacation year", as used in this Agreement, shall mean the twelve (12) month period running from January 1st to December 31st of the previous calendar year.

16.02 New Employees

During the first calendar year of his/her employment, an employee shall accumulate paid vacation entitlement on the basis of one and one-quarter (1¼) working days for each completed calendar month of employment. A "completed calendar month" shall be defined as any month in which an employee has worked ten (10) days, to a maximum of fifteen (15) days. Such vacation shall be taken during the second calendar year of employment and payment for same shall be at the employee's rate of pay as at the time he/she takes his/her vacation.

16.03 Length of Service, Adjustment of

For the purpose of calculating length of service to determine an employee's paid vacation entitlement, the length of service of every employee shall be adjusted to the common cut-off date of December 31st as follows:

- (a) In the case of an employee whose employment commenced during the six (6) month period running from January 1st to June 30th, inclusive, the employee shall be deemed*

to have completed one (1) year of service by December 31st of that year.

- (b) In the case of an employee whose employment commenced during the six (6) month period running from July 1st to December 31st, inclusive, the employee shall be deemed to have completed one (1) year of service by December 31st of the following year.*

16.04 *Employee With One (1) Year Service*

An employee, other than one to whom Section (b) applies, who has completed one (1) but less than four (4) years' service shall at the end of the vacation year be entitled to a paid vacation of fifteen (15) working days. Payment for such vacation shall be at the employee's rate of pay as at the time he/she takes his/her vacation.

16.05 *Employee With Four (4) Years Service*

An employee who has completed four (4) but less than nine (9) years' service shall at the end of the vacation year be entitled to a paid vacation of twenty (20) working days. Payment for such vacation shall be at the employee's rate of pay as at the time he/she takes his/her vacation.

16.06 *Employee With Nine (9) Years Service*

An employee who has completed nine (9) but less than twenty-one (21) years' service shall at the end of the vacation year be entitled to a paid vacation of twenty-five (25) working days. Payment for such vacation shall be at the employee's rate of pay as at the time he/she takes his/her vacation.

16.07 *Employee with Twenty-One (21) Years Service*

Effective January 1, 1993, an employee who has completed twenty-one (21) or more years of service at the end of the vacation year shall be entitled to a paid vacation of six (6) calendar weeks. Payment for such vacation shall be at the employee's rate of pay as at the time he/she takes his/her vacation.

- 16.08** *Any employee whose employment has terminated shall receive full vacation entitlement earned the previous year, less any such vacation previously taken, and whatever appropriate vacation entitlement earned during his/her final year of employment.*

16.09 *Employees on Long Term Disability/W.C.B.*

Employees will not accrue vacation entitlement while on Long Term Disability or while on Workers' Compensation exceeding 26 weeks.

16.10 *Holidays During Vacation*

If a statutory or declared holiday falls or is observed during an employee's vacation period, he/she shall be granted an additional day's vacation for each such holiday in addition to his/her regular vacation time.

Except if he/she is on vacation, to be entitled to the holiday allowance, an employee must meet the following condition:

Work throughout his/her last scheduled working day immediately preceding the paid holiday and his/her first scheduled working day immediately following the said holiday, or that his/her absence was due to illness or injury.

16.11 Preference in Vacations

Provided the work schedule permits, all employees shall be granted the vacation period preferred by the employee, at such time as may be mutually agreed upon by the Employer and the employee.

Preference in choice of vacation period shall be accorded the employee with the greatest seniority, provided that the vacation request is submitted prior to February 15th of each year. Requests submitted after February 15th will be granted on a first-come, first-served basis.

ARTICLE 17: WEEKLY INDEMNITY

17.01 Weekly Indemnity Plan

Weekly indemnity up to twenty-six (26) weeks coverage commencing on the fourth (4th) day of accident or illness, will provide the following benefit:

- (a) One hundred percent (100%) of an employee's regular hourly or monthly rate of pay (less normal deductions for statutory and insured benefits, taxes, dues).*

17.02 Weekly Indemnity Benefit and Cost Formula

- (a) The costs of the Weekly Indemnity Plan shall be offset by an administrative services plan covering sixty-six and two-thirds percent (66 2/3%) of the employee's gross regular weekly earnings. In addition, the sixty-six and two-thirds (66 2/3) percent Weekly Indemnity benefit will be topped off by the Employer to provide one hundred percent (100%) of normal take home pay.*
- (b) The regular pay shall be continued provided the employee follows the requirements of the Employer and/or the Insurance Carrier.*

17.03 Waiting Period and Benefit Eligibility

The three (3) day waiting period prior to the commencement of Weekly Indemnity shall be paid at the employee's regular rate of pay. The following absences do not qualify for benefits under the Plan:

- (a) *Each day of absence for each separate occurrence of sickness or disability in excess of three (3) occurrences per calendar year.*

In such cases of absence due to illness, injury or abuse of the waiting period, over three (3) occurrences per year, which conclude prior to the three (3) day waiting period, the Employer may require the employee to provide a medical certificate from a qualified practitioner to substantiate the employee's absence from work. Failure to provide such medical certificate on request, for those employees utilizing more than three (3) separate occurrences for illness or accident shall mean forfeiture of wages for the three (3) day waiting period.

- (b) *Maternity Leave*

17.04 Workers' Compensation

Where disability benefits are payable under the Workers' Compensation Act, the employee shall have his/her Workers' Compensation Board benefit augmented by the Employer so as to provide one hundred percent (100%) of the employee's normal net take home pay. Such earnings will be subject to normal benefit and statutory deductions. This benefit shall be payable to a maximum of twenty-six (26) weeks, provided the employee makes election to the Employer in writing and authorizes the Employer to request the WCB to turn over such earnings to the Employer.

In the event that the Workers' Compensation Board rejects a claim, or during a period of Workers' Compensation Board delay prior to accepting a claim, or should an employee seek a settlement through a third party e.g. ICBC, the Employer will pay full regular earnings to the employee for as long a period as the employee uses vacation, overtime, or other banked credits. Where the Worker's Compensation Board subsequently accepts the employee's claim, the employee's pay shall be recalculated, retroactively, for the period of the claim.

Where a third party is involved with a bargaining unit member, then the Employer agrees to advise the Union.

17.05 General Principles

Participation in the Weekly Indemnity Plan is mandatory.

- 17.06** *The premium cost for the Weekly Indemnity Plan shall be paid fifty percent (50%) by the Employer and fifty percent (50%) by the employee.*

- 17.07** *Coverage for the foregoing will start on the date of completion of three (3) months continuous service, or when an employee becomes eligible to have his/her name entered on the seniority*

list.

17.08 *The administration of the insured benefit plan will reside with the Thompson-Nicola Regional District.*

17.09 **Disabled Employees**

The Employer will endeavour to place an employee who is partially disabled, through sickness or accident, into a regular job that is available, provided that such person can perform the work.

17.10 **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 (1) month, the employee shall provide his/her Supervisor with notice of intent to return to work as follows:

- (a) 1 to 6 months - 2 days notice;*
- (b) 6 to 18 months leave - 1 week notice;*
- (c) 18 months or more leave - 1 month notice.*

ARTICLE 18: LEAVE OF ABSENCE

18.01 **For Union Business**

The Employer agrees that, where permission has been granted by the Employer to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance, they shall suffer no loss of pay for time so spent. Provided however, the employee shall be responsible for notifying the Department Head concerned.

18.02 **Union Conventions**

Leave of absence up to a maximum of twenty (20) days, per delegate, without pay and without loss of seniority shall be granted upon request in writing to the Employer, to employees elected or appointed to represent the Union at Union conventions, and a reply in writing will be given within three (3) calendar days after such request has been made.

18.03 **Bereavement Leave**

In the event of a death in the immediate family of an employee, or an employee's spouse, the Employer shall grant a maximum of three (3) regularly scheduled consecutive work days leave without loss of pay or benefits. Additional leave of absence with pay for travel may be granted by the Administrator. "Immediate family" shall mean: child, step-child, parents, brother, sister, grandparents, grandchild, step parent, foster child, foster parent, aunt, uncle, niece, nephew and fiancée; and the employee's son-in-law, daughter-in-law, sister-in-law and

brother-in-law.

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

One half (½) day shall be granted without loss of salary or wages to attend a funeral as a pallbearer provided such employee has the approval of his/her Supervisor.

18.04 Maternity/Parental Leave

1. *A pregnant employee who requests leave under this section is entitled to up to seventeen (17) weeks of unpaid leave*
 - (a) *beginning*
 - i. *no earlier than eleven (11) weeks before the expected birth date, and*
 - (b) *ending*
 - i. *no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and*
 - ii. *no later than seventeen (17) weeks after the actual birth date.*
2. *An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of un paid leave beginning on the date of the birth or of the termination of the pregnancy.*
3. *An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (1) or (2).*
4. *Where an employee gives birth or the pregnancy is terminated before a request for leave is made under subsection (1), the Employer shall, on the employee's request and on receipt of a certificate of a medical practitioner stating that the employee has given birth or the pregnancy was terminated on a specified date, grant the employee leave of absence from work, without pay, for a period of six (6) consecutive weeks, or a shorter period the employee requests, commencing on the specified date.*
5. *A request for leave must*
 - (a) *Be given in writing to the employer,*
 - (b) *If the request is made during the pregnancy, be given to the employer at least four (4) weeks before the day the employee proposes to begin leave, and*
 - (c) *If required by the employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (3).*
6. *A request for a shorter period under subsection (1)(b) (i) must*
 - (a) *Be given in writing to the employer at least one (1) week before the date the*

- employee proposes to return to work, and*
- (b) *If required by the employer be accompanied by a medical practitioner's certificate stating the employee is able to resume work.*
7. *An employee who requests parental leave under this section is entitled to,*
- (a) *for a birth mother who takes leave under paragraphs 1-5 above in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-five (35) consecutive weeks of un paid leave beginning immediately after the end of the leave taken under the above unless the employer and employee agree otherwise.*
- (b) *For a birth mother who does not take leave under paragraphs 1-5 above in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event,*
- (c) *For a birth father, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event, and*
- (d) *For an adopting parent, up to thirty-seven (37) consecutive weeks beginning within fifty-two (52) weeks after the child is placed with the parent.*
8. *If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under paragraph (7).*
9. *A request for leave must*
- (a) *be given in writing to the employer,*
- (b) *if the request is for leave under paragraph (7)(a), (b) or (c), be given to the employer at least four (4) weeks before the employee proposes to begin leave, and*
- (c) *if required by the employer, be accompanied by a medical practitioner's certificate or evidence of the employee's entitlement to leave.*
10. *An employee's combined entitlement to leave under this article is limited to fifty-two (52) weeks plus any additional leave the employee is entitled to under paragraph (3) or (8) of this article.*

11. **Employer May Require Employee to Take Leave**

An Employer may require an employee to commence a leave of absence under Article 18.04 where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a medical practitioner stating that she is able to perform her duties.

12. **Employment Deemed Continuous**

The services of an employee who is absent from work in accordance with Article 18.04 shall be considered continuous for the purpose of this Agreement and any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plan in the same manner as if the employee were not absent where:

- (A) the Employer pays the total cost of the plan, or*
- (B) the employee elects to continue to pay his/her share of the cost of a plan that is paid for jointly by the Employer and the employee.*

13. Reinstatement

- (A) An employee who resumes employment on the expiration of the leave of absence granted in accordance with Article 18.04 shall be reinstated in all respects by the Employer in the position previously occupied by the employee, or in a comparable position, and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.*
- (B) Where the Employer has suspended or discontinued operations during the leave of absence granted under Article 18.04 and has not resumed operation on the expiry of the leave of absence, the Employer shall, on resumption of operations and subject to seniority provisions in this Collective Agreement, comply with Article 18.04 - 13(A).*

14. Prohibition

- (A) The Employer shall not:*
 - terminate an employee, or*
 - change a condition of employment of an employee without the employee's written consent*

because of an absence authorized under Article 18.04 or because of the employee's pregnancy, unless the employee has been absent for a period exceeding that permitted under Article 18.04.

- (B) The burden of proving that:*
 - the termination of an employee, or*
 - a change in a condition of employment of the employee without the employee's written consent*

is not because of an absence authorized by Article 18.04 or because of an employee's pregnancy, is on the Employer.

15. All disputes under Article 18.04 will be subject to the normal Grievance Procedure.

18.05 Leave for Union Officers

Any employee who is elected or selected for a full or part-time position with the Union, or any body with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without loss of seniority by the Employer for a period of one (1) year. Such leave shall be renewed each year during his/her term of office. He/she shall retain his/her former position, upon return, if a vacancy exists, or any other position if there is a vacancy and his/her seniority and qualifications permit. In any event, he/she shall have the right to exercise his/her seniority among seasonal or non-permanent positions.

18.06 General Leave

The Employer may grant leave of absence without pay and without loss of seniority to a maximum of three (3) months to any employee requesting such leave for good and sufficient cause, such request to be in writing and submitted to the Employer.

18.07 Jury Duty or Court Witness

The Employer shall pay to an employee who is required to serve as a juror or court witness the difference between his/her normal earnings and the payment he/she received for jury duty or as a court witness, conditional upon the employee presenting to the Employer proof of service and of the amount of payment received by him/her.

18.08 Compassionate Leave

Compassionate leave, including leave in the event of the illness of an employee's child, where no one at home other than the employee can provide for the needs of the child during illness, is to be taken under the provisions of Article 17, and shall be charged as an occurrence in accordance with Article 17.03.

Such leave, in a less serious illness situation, is intended to provide sufficient time for the employee to arrange for a care taker for the ill child at the earliest point in time. The employee shall return to work upon concluding such arrangement.

ARTICLE 19: PAYMENT OF WAGES AND ALLOWANCES

19.01 Pay Days

The Employer shall pay all employees bi-weekly in accordance with Schedule "A" attached hereto.

19.02 Payments Falling Due During Vacations

In the event that the payment of any wages or allowances is scheduled to fall within an employee's annual vacation, an employee may request in writing, at least two (2) weeks prior to the last working day preceding the commencement of their annual vacation, any aforesaid payment which may fall due during the period of their vacation. Employees shall receive, if

possible, such payment within two (2) working days prior to the commencement of their annual vacation.

19.03 Pay Upon Promotion or Assignment

- (a) Subject to the provisions of Subsection (b), an employee who is promoted or temporarily assigned to a higher rated classification shall receive the higher rate of pay.*
- (b) A salaried employee who is promoted or temporarily assigned to a higher rated classification, where a graduated salary range is provided, shall be paid at least that rate in the salary range for the classification to which the employee is promoted or temporarily assigned which is next higher than his/her present rate.*
- (c) An employee who is temporarily assigned to a lower rated classification shall continue to receive his/her regular rate of pay.*
- (d) An employee who is permanently assigned to a lower rated classification shall receive the lower rate of pay.*

19.04 Expenses

Employees shall be entitled to travel expenses in an amount equal to that allowed to Thompson-Nicola Regional District Directors.

All staff members on Thompson-Nicola Regional District business must have the approval of their Department Head prior to any expenses being incurred.

Employees shall not be required to use their own private vehicle to carry out their duties, but if it is mutually agreed that they do so, the expenses as provided for in Article 19.04 shall apply.

ARTICLE 20: JOB RECLASSIFICATION

20.01 *When any position not covered by Schedule "A" is established by the Employer during the life of this Agreement, or should the Employer or the Union claim that the duties of an existing position have changed sufficiently to warrant a change in the rate presently being paid, or job classification, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree as to the classification and/or rate of pay of the job in question, such dispute shall be submitted to an arbitrator and the report of this arbitrator shall be final.*

20.02 *Should the Employer introduce, or intend to introduce a technological change as defined in the Labour Relations Code, that affects the terms and conditions, or security of employment of a number of employees to whom this Collective Agreement applies, either party may refer the matter to Arbitration as per the conditions and provisions of Article 11.03.*

ARTICLE 21: WELFARE BENEFITS

21.01 Pension Plan

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

Retiring employees shall continue to be covered by the Medical Services Plan and Extended Health Plan until the end of the first month of retirement, subject to carrier approval.

21.02 Medical Services and Extended Health Benefits

- (a) Medical Services Plan - Each eligible employee shall be enrolled in the above plan at no cost to the employee.*
- (b) Extended Health Benefit - Each eligible employee shall be enrolled in the above plan at no cost to the employee.*
- (c) Vision Care – Effective May 1999 increase to \$300.00 every two years. Effective January 1, 2004 eye exams covered once every two years to a maximum of \$50.*

21.03 Group Life Insurance and Accidental Death and Dismemberment

Group Life Insurance and Accidental Death and Dismemberment for each eligible employee to twice annual earnings and double indemnity for Accidental Death and Dismemberment. The premium for the Group Life and Accidental Death and Dismemberment plan shall be shared equally by the Employer and the employee.

21.04 Safety Committee

A Safety Committee shall be set up as required by the provisions of the Workers' Compensation Board. The Employer and the Union shall each appoint two (2) members to this Committee. Meetings shall be held once each month and during working hours.

21.05 Dental Plan

A Dental Plan will be provided based on the following general principles:

- (a) Basic Dental Services (Plan "A") - Plan pays 100% of approved schedule of fees.*
- (b) Prosthetics, Crowns and Bridges (Plan "B") - Plan pays 50% of approved schedule of fees to a maximum yearly limit of \$750.00 and lifetime limit of \$2500. Effective January 1, 2005 a life time limit of \$3,000.*
- (c) Orthodontics (Plan "C") - Plan pays 50% of approved schedule of fees to a maximum lifetime limit of \$2,500. Effective January 1, 2004 a life time limit of \$3,000.*
- (d) Premium costs for the Dental Plan shall be paid by the Employer.*

21.06 General Principles

- (a) *Participation in the aforementioned plans shall be mandatory.*
- (b) *Life, Accidental Death and Dismemberment, Weekly Indemnity Plan, Extended Health and B. C. Medical Plan coverage commences on the date of completion of three (3) months continuous service, or when an employee becomes eligible to have his/her name entered on the seniority list.*
- (c) *Dental coverage commences on the date of completion of six (6) months continuous service.*
- (d) *Coverage during layoff will be provided as follows:*

In the event of layoff, full coverage excluding Weekly Indemnity will be continued for a period of two (2) months from date of layoff. An employee may also have the option of continuing Life, Accidental Death and Dismemberment, Extended Health and B. C. Medical Plan coverage for an additional four (4) months by paying the full cost of these specific benefits, and making the necessary arrangements with the Payroll Department.

- (e) *Coverage during leave of absence shall be provided as follows:*

An employee on an approved leave of absence may continue Life and Accidental Death and Dismemberment coverage for up to one (1) year provided the full cost of premiums are paid to the Employer

- (f) *While an employee is receiving Long Term Disability benefits, the Employer agrees to pay it share of premiums for Medical, Dental and Extended Health and Life Insurance benefits for four (4) months and further, the employee may maintain coverage for an additional eight (8) months by paying the full cost of premiums.*

ARTICLE 22: GENERAL CONDITIONS

22.01 Strike at Employer's Premises

In the event any other employees of the Employer engage in a strike or refusal to work, and place or maintain pickets at the Employer's premises, then any refusal to work or failure to cross such picket line by members of this Union shall not be considered a violation of this Agreement. In consideration of the provisions of this section, the Union agrees to man those essential services which are necessary to protect the health of the citizens.

22.02 Bulletin Boards

The Employer shall provide suitable bulletin boards in all areas upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the

employees.

22.03 Notices

Any notice required to be given personally or to the Employer under the terms of this Agreement shall be given by registered mail addressed to the Employer.

Any notice to be given personally or to the Union under the terms of this Agreement, shall be given by registered mail addressed to the Secretary of the Union.

When either party changes its address, it shall notify the other in writing.

22.04 *If one or more representatives of the National Union wish to speak to Local Union Officials on the Employer's property concerning a grievance or other official business of the Union, they shall first obtain permission from the Administrator of the Thompson-Nicola Regional District or his authorized delegate. Such permission shall not be unreasonably withheld.*

22.05 *The Employer agrees to pay any reasonable course fees for course instruction for any employee to better qualify the employee to perform his/her job. Such payment shall be made upon successful completion of the course.*

22.06 Grant Workers

Grant Workers (i.e. Canada Works) will be considered "employees" insofar as the Employer is concerned. The rate of pay and benefits will be negotiated between the Thompson-Nicola Regional District and the Union.

22.07 Part Time and Temporary Employee Payment in Lieu of Fringe Benefits

All employees employed as part time or temporary employees shall be paid fourteen percent (14%) in lieu of all vacation and fringe benefits.

22.08 Third Party Liability

The issue of recovery of money by an employee from a third party as compensation for an accidental bodily injury or illness shall be referred to Labour/Management committees.

22.09 First Aid Attendant

Those persons designated and required by the employer to have a first aid certificate shall receive fifty-cents (0.50) per hour while designated.

ARTICLE 23: TERM OF AGREEMENT

23.01 *This Agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from and after January 1, 2003, and up to and including December 31, 2006, and thereafter from year to year unless either party to this Agreement gives notice to commence Collective Bargaining in accordance with the provisions of the Labour Relations Code. During the period of collective bargaining this Agreement shall continue in full force and effect.*

ARTICLE 24: EXEMPT EMPLOYEES

24.01 *The Union and the Employer agree by mutual consent and understanding that the following classifications of employees which are at present, or may at some future date, be required in the orderly conduct of business at the Employer's premises or any other place designated by the Employer, will be exempt from Union membership and the terms and conditions as set forth in this Agreement.*

*Chief Administrative Officer
Administrative Assistant
Director of Finance
Director of Development Services
Clerk/Director of Community Services
Director of Environmental Services
Executive Director of Film
Manager of Information Systems
Manager of Building Inspections
Manager of Planning Services
Manager of Emergency Services
Manager of Utility Services
Manager of Environmental Health Services*

Any other classification which may be exempt under the Labour Relations Code.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this day of , 2003.

ON BEHALF OF:

**Canadian Union of Public Employees,
Local No. 2587**

ON BEHALF OF:

Thompson-Nicola Regional District

SCHEDULE "A"
THOMPSON-NICOLA REGIONAL DISTRICT
BI-WEEKLY RATES
2003-2004-2005-2006

Step 1 – 3 mos; Step 2 –next 9 mos; Step 3 –2nd Year; Step 4 – 3rd Year; Step 5 – 4th Year

<u>CLASSIFICATION</u>	<u>Steps</u>	<u>Dec. 31 2002</u>	<u>2.5% Jan. 1 2003</u>	<u>2.5% Jan. 1 2004</u>	<u>2.5% Jan. 1 2005</u>	<u>2.0% Jan. 1 2006</u>
<i>Switchboard Operator/Receptionist</i>	1	1,152.15	1,180.95	1,210.47	1,240.73	1,265.54
	2	1,226.66	1,257.33	1,288.76	1,320.98	1,347.40
	3	1,291.06	1,323.34	1,356.42	1,390.33	1,418.14
	4	1,303.00	1,335.58	1,368.97	1,403.19	1,431.25
	5	1,315.00	1,347.88	1,381.58	1,416.12	1,444.44
<i>Accounting Clerk</i>	1	1,182.51	1,212.07	1,242.37	1,273.43	1,298.90
<i>GIS Technician I</i>	2	1,260.69	1,292.21	1,324.52	1,357.63	1,384.78
<i>Stenographer I</i>	3	1,326.92	1,360.09	1,394.09	1,428.94	1,457.52
	4	1,345.00	1,378.63	1,413.10	1,448.43	1,477.40
	5	1,363.00	1,397.08	1,432.01	1,467.81	1,497.17
<i>Stenographer II</i>	1	1,242.30	1,273.36	1,305.19	1,337.82	1,364.58
	2	1,326.92	1,360.09	1,394.09	1,428.94	1,457.52
	3	1,402.35	1,437.41	1,473.35	1,510.18	1,540.38
	4	1,422.35	1,457.91	1,494.36	1,531.72	1,562.35
	5	1,422.35	1,478.41	1,515.37	1,553.25	1,584.32
<i>Accounting Technician I</i>	1	1,209.74	1,239.98	1,270.98	1,302.75	1,328.81
	2	1,275.87	1,307.77	1,340.46	1,373.97	1,401.45
	3	1,354.90	1,388.77	1,423.49	1,459.08	1,488.26
	4	1,372.00	1,406.30	1,441.46	1,477.50	1,507.05
	5	1,389.00	1,423.73	1,459.32	1,495.80	1,525.72
<i>Accounting Technician II</i>	1	1,296.07	1,328.47	1,361.68	1,395.72	1,423.63
	2	1,345.71	1,379.35	1,413.83	1,449.18	1,478.16
	3	1,398.07	1,433.02	1,468.85	1,505.57	1,535.68
	4	1,437.80	1,473.75	1,510.59	1,548.35	1,579.32
	5	1,482.86	1,519.93	1,557.93	1,596.88	1,628.82
<i>Accounting Technician III</i>	1	1,416.71	1,452.13	1,488.43	1,525.64	1,556.15
	2	1,473.66	1,510.50	1,548.26	1,586.97	1,616.71
	3	1,532.46	1,570.77	1,610.04	1,650.29	1,683.30
	4	1,582.10	1,621.65	1,662.19	1,703.74	1,737.81
	5	1,633.53	1,674.37	1,716.23	1,759.14	1,794.32
<i>Building/Plumbing Inspector I</i>	1	1,571.87	1,611.17	1,651.45	1,692.74	1,726.59
<i>Applied Science Technologist</i>	2	1,634.39	1,675.25	1,717.13	1,760.06	1,795.26
<i>Environmental Services Technologist</i>	3	1,705.24	1,747.87	1,791.57	1,836.36	1,873.09
<i>GIS Coordinator</i>	4	1,761.36	1,805.39	1,850.52	1,896.78	1,934.72
<i>Bylaw Compliance Officer</i>	5	1,818.40	1,863.86	1,910.46	1,958.22	1,997.38

SCHEDULE "A"
THOMPSON-NICOLA REGIONAL DISTRICT
BI-WEEKLY RATES
2003-2004-2005-2006

Step 1 – 3 mos; Step 2 –next 9 mos; Step 3 –2nd Year; Step 4 – 3rd Year; Step 5 – 4th Year

<u>CLASSIFICATION</u>	<u>Steps</u>	<u>Dec. 31 2002</u>	<u>2.5% Jan. 1 2003</u>	<u>2.5% Jan. 1 2004</u>	<u>2.5% Jan. 1 2005</u>	<u>2.0% Jan. 1 2006</u>
<i>Building Inspector II</i>	1	1,654.65	1,696.02	1,738.42	1,781.88	1,817.52
	2	1,721.80	1,764.85	1,808.97	1,854.19	1,891.27
	3	1,795.39	1,840.27	1,886.28	1,933.44	1,972.11
	4	1,855.17	1,901.55	1,949.09	1,997.82	2,037.78
	5	1,916.82	1,964.74	2,013.86	2,064.21	2,105.49
<i>Building Inspector III</i>	1	1,737.43	1,780.87	1,825.39	1,871.02	1,908.44
	2	1,809.19	1,854.42	1,900.78	1,948.30	1,987.27
	3	1,885.57	1,932.71	1,981.03	2,030.56	2,071.17
	4	1,948.99	1,997.71	2,047.65	2,098.84	2,140.82
	5	2,015.23	2,065.61	2,117.25	2,170.18	2,213.58
<i>Building Inspection Clerk/Technician</i>	1	1,396.82	1,431.74	1,467.53	1,504.22	1,534.30
<i>Planning Technician</i>	2	1,446.80	1,482.97	1,520.04	1,558.04	1,589.20
	3	1,503.81	1,541.41	1,579.95	1,619.45	1,651.84
	4	1,553.50	1,592.34	1,632.15	1,672.95	1,706.41
	5	1,602.22	1,642.28	1,683.34	1,725.42	1,759.93
<i>Planning Assistant</i>	1	1,670.27	1,712.03	1,754.83	1,798.70	1,834.67
	2	1,740.11	1,783.61	1,828.20	1,873.91	1,911.39
	3	1,813.59	1,858.93	1,905.40	1,953.04	1,992.10
	4	1,875.12	1,922.00	1,970.05	2,019.30	2,059.69
	5	1,938.54	1,987.00	2,036.68	2,087.60	2,129.35
<i>Planner</i>	1	1,721.72	1,764.76	1,808.88	1,854.10	1,891.18
<i>Accountant</i>	2	1,793.38	1,836.21	1,884.17	1,931.27	1,969.90
	3	1,870.54	1,917.30	1,965.23	2,014.36	2,054.65
	4	1,933.94	1,982.29	2,031.85	2,082.65	2,124.30
	5	2,000.11	2,050.11	2,101.36	2,153.89	2,196.97
<i>Senior Building Inspector</i>	1	1,820.12	1,865.62	1,912.26	1,960.07	1,999.27
	2	1,893.98	1,941.33	1,989.86	2,039.61	2,080.40
	3	1,974.93	2,024.30	2,074.91	2,126.78	2,169.32
	4	2,040.69	2,091.71	2,144.00	2,197.60	2,241.55
	5	2,108.50	2,161.21	2,215.24	2,270.62	2,316.03
<i>GIS Technician II</i>		21.97	22.52	23.08	23.66	24.13

Trade Inspectors Adjustment

Building and/or Plumbing Inspectors required to have a Trades Certificate, as set out in their job description, shall receive \$84.00 bi-weekly (\$183 per month), in addition to their normal monthly salary.

SCHEDULE "A"
THOMPSON-NICOLA REGIONAL DISTRICT
OUTSIDE POSITIONS - HOURLY

The parties agree on the following points to resolve the longstanding dispute of \$1.20 Trades rate and the \$84.00 bi-weekly Trades adjustment:

- (i) The question of the \$84.00 bi-weekly will be referred to Arbitration if the Union deems it necessary.*
 - (ii) The rate of \$1.20 will be listed in Schedule "A" as originally drafted for the 1981-82 Collective Agreement (i.e.: added to the appropriate rates).*
 - (iii) The Parties further agree that such Trades rates will be paid on Overtime, Statutory Holidays, Vacation, Sick Time and applied to all wage related benefits.*
 - (iv) The appropriate Letter that identifies the eligible Trades and persons who qualify shall also be attached to Schedule "A".*
 - (v) In the event a person or persons identified for the \$1.20 Trades premium terminates their employment or changes jobs or is no longer able to perform the duties, the Employer will pay the \$1.20 premium to any employee who replaces such employees, provided that to qualify to receive the \$1.20, the employee must be a Certified Tradesman as described in the various Memoranda of Agreement (signed in Penticton May 22, 1981) or have recently worked in the trade carrying out the duties of a Tradesman for at least five (5) years.*
 - (vi) Any employee who replaces a Tradesman on a temporary basis, must be qualified to perform all the duties of the position they are replacing in order to be eligible to receive the additional \$1.20 premium rate. In the event that the employee is not qualified to perform all the duties, he/she will not receive the \$1.20 premium rate.*
- 1. Every employee shall begin at Step 1. Following successful completion of his/her three (3) month probationary period, he/she shall be advanced to Step 2 and shall remain there until his/her first anniversary. Succeeding anniversaries shall be recognized by advancement to the next consecutive step.*
- 2. The anniversary date for the purposes of Schedule "A" shall be defined as:*
- (a) In the case of a new employee, as one (1) year from the date he/she commenced employment with the Thompson-Nicola Regional District.*
 - (b) In the case of an employee who has been assigned to a new position and has successfully completed the three (3) month probationary period; the anniversary date shall be one (1) year from the date he/she commenced employment in the new position.*

SCHEDULE "B"
THOMPSON-NICOLA REGIONAL DISTRICT

I. SHIFT CHANGES - SCHEDULE "B"

1. *In the event the Employer or the Union wish to change any of the present shifts currently contained in Schedule "B", the Union and the Employer agree that such changes will be made by mutual agreement, subject to item 2 below.*
2. *Should the Employer and the Union fail to agree, the following will prevail:*
 - (a) *If the Union and the Employer cannot agree to the above, the matter of shift schedules and shift premium, shall be referred within five (5) working days, to a representative of the Union and the Director of the Thompson-Nicola Regional District. Failing agreement at this stage, the matter will be settled in accordance with the following:*
 - *It is agreed that various shifts, whether covered by Schedule "B" or not, can be implemented or changed, consistent with the guidelines outlined.*
 - *In the event a dispute arises out of the term of (iii) below, the dispute will be referred to the Preventative Mediator for resolution in accordance with the following terms of reference:*
 - (i) *It is not the intent to make changes to the general intent of the (Article 13) Hours of Work provisions of the Collective Agreement between the Parties.*
 - (ii) *Hours of Work and/or Shift Changes must be made for reason of cost and/or efficiency savings to the Employer.*
 - (iii) *The Employer will be required to establish that shift schedules or Hours of Work changes introduced under this Article will result in a cost or efficiency savings to the Employer and that operational requirements dictate the need for the proposed shift/hours schedules.*
 - (iv) *The Mediator will examine the positions of both parties and will make a binding recommendation taking into account the terms of reference noted above.*
 - (v) *The Parties agree that the Preventative Mediator to be named for the term of the Collective Agreement is Mr. Vince Ready.*
 - (vi) *It is further agreed that the shifts to be implemented under this amendment will not affect current standby practices.*
3. *The Regional District will plan shifts as far in advance as possible prior to the aforementioned meetings.*
4. *The intent would be to remove certain operations described in Schedule "B" from the Overtime and Hours of Work provisions of the Collective Agreement. Those operations not mentioned in Schedule "B" may be removed from the Overtime and Hours of Work provisions of the Collective Agreement by mutual agreement. Said mutual agreement will not be unreasonably withheld.*

LETTER OF UNDERSTANDING #1.00

BETWEEN: THE THOMPSON-NICOLA REGIONAL DISTRICT

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2587

RE: CONFIDENTIAL SECRETARY

As a result of discussions during negotiations for the renewal of the 1976-77 Collective Agreement, the parties reached the following understanding:

"When Bargaining Unit employees are relieving the "Confidential Secretary", they shall receive 4% over their present rate of pay providing they have worked five days or more in this temporary capacity. The interim salary rate will be retroactive to day one after five days."

**ON BEHALF OF CUPE
LOCAL NO. 2587**

**ON BEHALF OF
THOMPSON-NICOLA REGIONAL
DISTRICT**

*Date: June 6, 1978
Revised: April 29, 1982
Revised: January 1, 1999*

LETTER OF UNDERSTANDING #2.00

BETWEEN: THE THOMPSON-NICOLA REGIONAL DISTRICT

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2587

RE: ANNUAL VACATIONS

1. *Notwithstanding the provisions of Article 16, it is understood and agreed that all employees shall be entitled to take earned vacation as it is accrued.*
2. *It is further understood that the Letters of Understanding dated June 6, 1978 and April 29, 1982 be terminated; and*
3. *It is further understood and agreed that this Letter of Understanding may be terminated by either party by giving the other party 30 days notice in writing.*

On behalf of CUPE Local 2587

Date: February 15, 1990

Revised: January 1, 1999

Thompson-Nicola Regional District

Date: February 15, 1990

LETTER OF UNDERSTANDING #3.00

BETWEEN: **THE THOMPSON-NICOLA REGIONAL DISTRICT**

AND: **CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2587**

EMPLOYER OBLIGATIONS TO EMPLOYEES

In recognition of the Employers right to contract out work and in recognition of the Employers obligation to his employees, the parties agree as follows:

1. *In the event the Employer wishes to examine the feasibility of contracting out work currently being done by bargaining unit employees then the following process will apply:*
 - (a) *The Employer will provide the Union with an estimate of the cost of doing the work "in house".*
 - (b) *The Union may then provide the Employer with any suggestions on productivity improvements, cost or efficiency savings. In the event that the Union wishes to respond it will do so within ten (10) working days of receiving said cost estimate.*
2. *Those employees named on the agreed to list attached and forming part of this Letter of Understanding will not lose their employment as a result of contracting out.*
3. *The officers of each CUPE Local or unit will provide a letter to their respective councils offering suggestions and incentives for doing work "in house" which is currently being contracted out.*
4. *Employees who are displaced by the contracting out of their job and covered by number two (2) above, shall have the option of receiving severance pay at a rate of one (1) week's pay for each year of seniority to a maximum of ten (10) weeks upon severing his/her employee/employer relationship. The employee shall have up to three (3) months from the date of displacement to exercise his/her option. Severance pay will be paid at the rate of the job the employee was displaced from.*

RENEWED AS AMENDED, AND SIGNED THIS 26th DAY OF OCTOBER, 1988

**ON BEHALF OF
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2587**

**ON BEHALF OF
THOMPSON-NICOLA REGIONAL
DISTRICT**

THOMPSON-NICOLA REGIONAL DISTRICT

CARACHELO, John
LAUCKNER, Helga
DHALIWAL, Ken
MOORE, Paddy
POTTLE, Tina
LABRIE, Denis
SADDEN, Sheila
WETMORE, Nada
JACKSON, Darb

LETTER OF UNDERSTANDING #4.00

BETWEEN: THE THOMPSON-NICOLA REGIONAL DISTRICT

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2587

RE: CUPE LONG TERM DISABILITY PLAN

The parties, hereto, agree to the following:

1. *Employees who were off work due to sickness or accident on the last day of coverage under the former OMMLRA Long Term Disability Plan will continue to be entitled to benefit payments under the terms of that OMMLRA Plan as long as they remain eligible under the terms and conditions of that Plan.*
2. *The Employer agrees to advise the Union of employees on extended sick leave, and who may be expected to make claims for Long Term Disability insurance income, no later than the end of the fourth (4th) month in which said employees are on Weekly Indemnity. The Employer agrees to provide the Union with the employee's rate of pay on the last day of work prior to illness, date of illness, current address, classification and marital status.*
3. *The Employer agrees to the check-off of premiums from all employees who shall be required to join as a condition of employment unless the Employer is otherwise notified by the Union.*
4. *The Employer agrees to remit L.T.D. premiums to the Union. Payroll deductions will be made on a bi-weekly basis from all eligible employees and shall be forwarded to the Union not later than the fifteenth (15th) day of the following month with a list of names of all employees from whom deductions have been made. The premium deductions must be calculated as a percentage of an employee's salary (pay) or a flat amount per employee. Changes to the amounts to be deducted must be submitted by the Union to the Employer no later than thirty (30) days in advance of the effective date of such changes.*
5. *The Union agrees to administer the CUPE plan and to handle L.T.D. claims and other business arising with employees having L.T.D. coverage.*
6. *With the exception of the expressed terms of this Letter of Understanding, the Union agrees that the Employer will not be held liable for Long Term Disability protection for employees.*

This agreement made the 28th day of August, 1992.

ON BEHALF OF: CUPE LOCAL 2587

**ON BEHALF OF: THOMPSON-NICOLA
REGIONAL DISTRICT**

Revised: January 1, 1999

LETTER OF UNDERSTANDING #5.00

BETWEEN: **THOMPSON-NICOLA REGIONAL DISTRICT**

AND: **THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2587**

RE: HOURS OF WORK

The parties agree that where ongoing exceptions to the normal work day and/or work week have been agreed to, the parties will incorporate them into Schedule "B" of the Collective Agreement.

THIS AGREEMENT MADE THE 26th DAY OF OCTOBER, 1988

ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2587

ON BEHALF OF:
THOMPSON-NICOLA REGIONAL
DISTRICT

Revised: January 1, 1999

LETTER OF UNDERSTANDING #6.00

BETWEEN: **THOMPSON-NICOLA REGIONAL DISTRICT**

AND: **THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2587**

RE: JOB TRAINING

The parties agree that, where operational requirements present a need and opportunity for on the job training and where it is economical and efficient to undertake such training, the Employer will post such opportunity in a manner to inform employees in the bargaining unit.

It is understood that, where training is provided, employees eligible for training must be currently working in the occupational group within which training is available.

Where a training opportunity becomes available and more than one (1) employee indicates an interest in acquiring that training, the Employer will assess qualifications, skills, ability, knowledge and previously demonstrated initiative to acquire training, relative to the classification being trained for; and where all else is equal, seniority would prevail.

The parties agree to meet with local bargaining committees, prior to July 1, 1989, to identify current opportunities for on the job training.

The parties intend that training is provided as a means whereby employees can improve their qualifications in the event of a vacancy arising, in the future. Training of employees should not be utilized to circumvent the seniority or promotion provisions of the collective agreement.

The above process also applies to employees being displaced by the contracting out of their jobs.

THIS AGREEMENT MADE THE 26th DAY OF OCTOBER, 1988

ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2587

ON BEHALF OF:
THOMPSON-NICOLA REGIONAL
DISTRICT

Revised: January 1, 1999

LETTER OF UNDERSTANDING #7.00

BETWEEN: THE THOMPSON-NICOLA REGIONAL DISTRICT

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2587

RE: SICK LEAVE / WEEKLY INDEMNITY

The parties agree to address the concern over the escalating cost of sick leave/Weekly Indemnity as follows:

- 1. The Employer will identify individual cases where there appears to be excessive use of sick leave.*
- 2. The Employer will provide statistics to the local unit to substantiate the problem.*
- 3. No more than two (2) representatives of the Employer and no more than two (2) representatives of the local unit shall meet, in a Labour/Management meeting, to discuss the problem.*
- 4. The Union will intervene in direct discussion with the employee in an attempt to correct the problem.*

THIS AGREEMENT MADE THE 26th DAY OF OCTOBER, 1988

**ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2587**

**ON BEHALF OF:
THOMPSON-NICOLA REGIONAL
DISTRICT**

Revised: January 1, 1999

LETTER OF UNDERSTANDING #8.00

BETWEEN: THOMPSON-NICOLA REGIONAL DISTRICT

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2587

Re: Temporary Relief Receptionist of the Thompson-Nicola Regional District

The following conditions apply to this temporary position:

1. Term of Employment

Work for this position is scheduled to commence immediately, on an on-call basis, as required.

No notice of layoff is required.

The Union or the Employer may terminate this Letter of Understanding by giving 7 days notice in writing.

2. Wages

The wage for this position will be the rate of pay for the position of Switchboard Operator/Receptionist as specified in the Collective Agreement between C.U.P.E. Local 2587 and the Thompson-Nicola Regional District.

3. Benefits

It is understood and agreed that this temporary position shall be eligible for a fourteen percent (14%) premium of regular salary in lieu of all benefits, and that the said premium will be applicable to every pay period.

4. *Notwithstanding the above, it is further understood and agreed that this temporary position shall be subject to all other provisions of the Collective Agreement between the Thompson-Nicola Regional District and the Canadian Union of Public Employees, Local 2587.*

On Behalf of C.U.P.E. Local 2587

***On Behalf of the
Thompson-Nicola Regional District***

Dated: June 16, 1989

Dated: June 19, 1989

Revised: January 1, 1999

LETTER OF UNDERSTANDING #9.00

BETWEEN: THOMPSON-NICOLA REGIONAL DISTRICT

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2587

RE: COMPRESSED HOURS OF WORK

1. The Joint Labour/Management Committee agrees to review the issue of compressed hours of work.

2. Where it can be established that:

- a) service is not reduced;**
- b) costs are not increased;**
- c) staffing levels are not increased;**
- d) it is not disruptive to the morale of staff in other departments.**

Then implementation of compressed hours of work may be agreed to under such terms as the Joint Committee mutually agrees.

It is further agreed that any issues of concern will be referred to the Joint Labour/Management Committee for resolve.

**SIGNED ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2587**

**SIGNED ON BEHALF OF:
THOMPSON-NICOLA REGIONAL
DISTRICT**

Dated: _____

LETTER OF UNDERSTANDING #10.00

BETWEEN: THOMPSON-NICOLA REGIONAL DISTRICT

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2587

RE: FLEXTIME

1. *The Employer agrees to implement flextime on a three-week rotation. To implement this the employees will give up thirty minutes of their current lunch hour to work and be credited for the same amount of time in the flextime bank. Each department will start by staggering their employee's start on a reduced lunch hour.*
2. *The Employer is flexible as to either taking the Monday or the Friday as the employee's flex day. The Employer has also agreed to allow the employee to also use another day during the week to accommodate such things as orthodontic appointments, etc. However the Employer also expects that the employees will endeavour to have non-emergent medical appointments booked on flex days. Whatever the flex day is desired the employee will have it approved by their supervisor however no request shall be unreasonably withheld.*
3. *When a flex day falls on a statutory holiday or a day of rest the employee will use the flex day on another mutually agreed day.*
4. *Due to operational requirements the flex day may have to be deferred to the following week or a mutually agreeable time.*
5. *There will be no accumulation of flex days as in a bank to be used in the future unless mutually agreed upon.*
6. *This Letter of Understanding will be in effect for the term of the current Collective Agreement provided there is compliance with the terms of Letter of Understanding #9.00.*

**ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2587**

**ON BEHALF OF:
THOMPSON-NICOLA REGIONAL
DISTRICT**

Date: _____

LETTER OF UNDERSTANDING #11.00

BETWEEN: THOMPSON-NICOLA REGIONAL DISTRICT

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2587

RE: Building Inspection Division Restructuring

It is agreed that the following changes will be made to the Collective Agreement:

BUILDING INSPECTION DIVISION RESTRUCTURING:

1. *The Thompson-Nicola Regional District will proceed with the restructuring of the Building Inspection Division. The new structure provides for a system whereby employees will be paid for their educational training qualifications, subject to possession of required experience and training.*

There are a number of underlying principles, which are critical to the ongoing success of this approach:

- (a) Each classification level will have a class specification, regardless of the number of positions the District actually fills in each classification.*
- (b) The Building Inspector positions are paid on the basis of a "pay for knowledge" system (i.e. when an employee acquires specified educational qualifications, provided they possess the appropriate experience requirements, the employee is advanced to a higher pay grade as set out in the schedule below).*
- (c) The Building Inspector positions may be subject to job rotation and such rotation will be determined through a consultative process with affected employees. Notwithstanding the consultation, should the District decide to proceed with rotation, such job rotation is not an option.*

<u>Class Specification</u>	<u>Qualifications</u>	<u>Experience</u>	<u>Pay Grade</u>
<i>Building Inspector I</i>	<i>First Level of B.O.A.B.C. Or equivalent program</i>	<i>Minimum of one (1) year of relevant building construction Experience (as per C.A.)</i>	<i>Current Pay Grade/Steps Apply</i>
<ul style="list-style-type: none">• <i>This is an entry-level position and the employee will be required to hold or obtain their Level I certificate from B.O.A.B.C. while in this category.</i>			
<i>Building Inspector II</i>	<i>Second Level of B.O.A.B.C.</i>	<i>Minimum of two (2) years of relevant building inspection Experience (as per C.A.)</i>	<i>Current Pay Grade/Steps Apply</i>
<i>Building Inspector III</i>	<i>Third Level of B.O.A.B.C (RBO Designation)</i>	<i>Minimum of five (5) years of relevant building inspection experience (as per C.A.)</i>	<i>Current Pay Grade/Steps Apply</i>

Note: All pay grades indicated above are based on the current 2003-2004-2005-2006 Collective Agreement.

- *Within the Building Inspection classification, employees will be paid for their educational training qualifications and certifications, subject to possession of required experience and training. The Building Inspection positions are one job classification with the opportunity to be reimbursed at the higher level.*

Transition

Paddy Moore and Gordon Haddow will be placed in the Building Inspection III level at Step 4, effective May 1, 2002. They will advance to Step 5 on April 30, 2003.

2. *A new Senior Building Inspector position will be added to the classification. This position will assist the Director with administration duties and fulfil a coordinating role primarily inside, but offering relief and assistance for the assigned outside Building Inspector. The attached job posting outlines the duties. The salary scale will be set at \$1,820 - \$2,108 biweekly for 2002. This position will be filled through internal competition, which will not result in any overall change in the number of employees.*

**ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2587**

**ON BEHALF OF:
THOMPSON-NICOLA REGIONAL
DISTRICT**

Date: _____

LETTER OF UNDERSTANDING #12.00

BETWEEN: THOMPSON-NICOLA REGIONAL DISTRICT

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2587

RE: Friend of the Film Commission

The following conditions apply:

1. *The parties recognize that because of the sporadic nature of work within the Film Commission that from time-to-time volunteers may be employed.*
2. *This voluntary work shall not be compensated, and provided it does not reduce hours for bargaining unit members, such work shall not be considered as bargaining unit work.*
3. *Where the volume of volunteer work increases, then the parties may determine that the voluntary work ought to be considered within the bargaining unit.*
4. *In any event, the Union or the Employer may terminate this Letter of Understanding by giving 7 days notice in writing.*

**ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2587**

**ON BEHALF OF:
THOMPSON-NICOLA REGIONAL
DISTRICT**

Date: _____

LETTER OF UNDERSTANDING #13.00

BETWEEN: THOMPSON-NICOLA REGIONAL DISTRICT

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2587

RE: Temporary Student Employment With the Thompson-Nicola Regional District

The following conditions apply to Student Employment:

1. Term of Employment

Student employment shall be on a temporary basis, and will be implemented after discussion between the parties. Student work shall not reduce work of the bargaining unit.

No notice of layoff of a student is required.

Students shall not accumulate seniority.

The Union or the Employer may terminate this Letter of Understanding by giving 7 days notice in writing.

2. Wages

The student rate shall commence at 60% of the appropriate classification. Should the incumbent be rehired in subsequent periods, the wage rate shall be 70% of the appropriate classification.

3. Benefits

It is understood and agreed that student employees shall be eligible for a fourteen percent (14%) premium of regular salary in lieu of all benefits, and that the said premium will be applicable to every pay period.

4. Notwithstanding the above, it is further understood and agreed that students shall be subject to all other provisions of the Collective Agreement between the Thompson-Nicola Regional District and the Canadian Union of Public Employees, Local 2587.

**ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2587**

**ON BEHALF OF:
THOMPSON-NICOLA REGIONAL
DISTRICT**

Date: _____

LETTER OF UNDERSTANDING #14.00

BETWEEN: THOMPSON-NICOLA REGIONAL DISTRICT

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2587

RE: Relief/On-Call Receptionist/Steno 1

The following conditions apply to this position:

1. Term of Employment

Work for this position is scheduled to commence immediately, on an on-call basis, as required.

No notice of layoff is required.

The Union or the Employer may terminate this Letter of Understanding by giving 7 days notice in writing.

2. Wages

The wage for this position will be Step 1 of the Switchboard/Receptionist or Steno 1 Classification, as specified in the Collective Agreement between C.U.P.E. Local 2587 and the Thompson-Nicola Regional District.

3. Benefits

It is understood and agreed that this temporary position shall be eligible for a 14% premium of regular salary in lieu of all benefits.

It is understood that this position will not acquire seniority during its tenure. However, should the person filling this position acquire a full time position of the same nature with the Employer, then seniority will be granted to the start date of this position.

Furthermore, the Probationary Period of 3 months will be waived subject to the completion of the equivalent of 455 hours on-call relief (equivalent to 3 months of full time work).

Subject to the above, it is further understood and agreed that this temporary position shall be subject to all other provisions of the Collective Agreement between the Thompson-Nicola Regional District and the Canadian Union of Public Employees, Local 2587.

**ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2587**

**ON BEHALF OF:
THOMPSON-NICOLA REGIONAL
DISTRICT**

Date: _____

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