

COLLECTIVE AGREEMENT

between

REGIONAL DISTRICT OF KOOTENAY BOUNDARY

and

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2254**

January 1, 2017 – December 31, 2019

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DEFINITIONS

Days

Wherever the word "days" is used in this Collective Agreement with reference to length of time, it shall mean working days unless otherwise specified.

Full-Time Employees

A full-time employee is defined as an employee who works regularly scheduled shifts averaging twenty (20) hours or more per week in any six (6) month period or five hundred and twenty (520) hours in any six (6) month period whichever comes first.

When an employee reaches the five hundred and twenty hour (520) juncture in a consecutive six (6) month period, the Employer bears the responsibility to notify the employees of the change of status.

Full-time employees gain seniority and are entitled to all benefits defined in this agreement.

Part-Time Employees

A part-time employee is an employee who works regular scheduled shifts of less than twenty (20) hours per week. A part-time employee will accrue seniority on an hourly basis.

Casual Employees

Casual employees shall mean any employee hired on an intermittent basis.

Temporary Employees

A temporary employee is a full-time or part-time employee as defined in the Collective Agreement, who is designated at the time of hiring to be employed for a specific or indefinite time not to exceed four (4) months in a twelve (12) month period without the agreement of the Union, which shall not unreasonably be denied. These employees are covered by the provisions of this agreement except as specified otherwise in this agreement.

Seasonal Employee

Employees hired for work of a seasonal nature. Seasonal work is differentiated from casual or temporary work in the sense that seasonal work is continuous but limited to a specific season/s. Seasonal work is differentiated from regular part-time work in the sense that, during a designated season, the work is performed on a full-time basis. All seasonal employees in arenas will receive benefits for the full year.

Student Employees

A student employee is an employee who is in attendance at school or was in attendance at school in the previous school year or intends to attend school.

Plural or Feminine Terms May Apply

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

Departments

Departments shall mean:

1. Beaver Valley Recreation Facilities
2. Grand Forks Recreation Facilities
3. Greater Trail Community Centre
4. Environmental Services
5. Regional District of Kootenay Boundary Administration Offices

(For the purposes of this agreement Beaver Valley Program Services Co-ordinator, Building and Plumbing Officials, Planning Department Employees, Environmental Services Trail Administration Employees and Clerical/Administrative Support Employees shall be referred to as Regional District Kootenay Boundary (R.D.K.B.) Administration Offices (Trail and Grand Forks).

Spouse

Spouse – for the purposes of this Agreement, spouse designates legal spouse, common-law spouse, and same sex partner of an employee, provided that the relationship between the couple meets the requirements of a “common-law” relationship as determined by the Benefit Plan Insurers. This definition shall apply to all Articles of this Agreement.

Regular Scheduled Shift

Regular scheduled shifts are shifts that an employee is scheduled to work and does not include call-outs or pick-up shifts. A regular scheduled shift is not of a temporary nature.

Running Lunch

A running lunch shall not be interpreted as a sit-down lunch, but a lunch to be eaten when conditions permit. Employees on a running lunch must remain at the work place and be available to respond to the public.

ARTICLE 1 – RECOGNITION OF THE UNION

Section 1 – Exclusive Bargaining Agency

- 1.01 The Regional District, or anyone authorized to act for it, recognizes the Union as the sole bargaining agency for all employees of the Regional District covered by this Agreement.
- 1.02 The Regional District consents and agrees to negotiate with the Union concerning any and all matters affecting the relationship between the Regional District and its employees in the bargaining unit pertaining to rates of pay, hours of work and all other working conditions, as long as the Union retains its right to conduct collective bargaining on behalf of the employees of the Regional District under provisions of the "Labour Relations Code".
- 1.03 In defining employees covered by this Agreement, reference shall be made to Section 1(1) of the "Labour Relations Code".

Section 2 – Union Security

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

Section 3 – No Discrimination

- 1.05 The Regional District agrees that there shall be no intimidation or discrimination against any member of the Union because of his activities as a member of the Union, and the Union agrees that there shall be no intimidation or discrimination against any employee of the Regional District.

Section 4 – Strikes by Other Employees

- 1.06 In the event any other employees of the Regional District engage in a legal strike and place or maintain pickets at the Regional District's premises, then any refusal to work or failure to cross such picket line shall not be considered a violation of this Agreement.

Section 5 – Work of the Bargaining Unit

- 1.07 (a) (i) No person who is excluded from the bargaining unit shall perform any work normally performed by an employee in the bargaining unit except in the case of an emergency when qualified employees within the bargaining unit are not available.
- (ii) This Article shall not stop the Regional District from using volunteers provided:
- they have the necessary qualifications to perform the tasks; and
 - they do not reduce the hours of work of the members of the Union.
- (iii) The Parties agree that no currently existing work presently performed by an employee covered by this collective agreement shall be contracted out.

The employer agrees not to contract out work of the bargaining unit if such contracting out results in the layoff or reduction of hours of bargaining unit employees or positions.

- (b) Community Service Worker(s) and Grant Worker(s) and Students shall be used only under the following conditions:
- The Regional District asks for and receives a letter of non-objection from a Table Officer of the Union, that will employ people in work situations normally considered to be the domain of the members of the bargaining unit;
 - A union worker(s) is on shift at all times when a Grant Worker(s) or Community Service Worker(s) is being used in work situations normally considered to be the domain of bargaining unit members.
- (c) The Parties hereto recognize the value in assisting students in obtaining practical work experience:
- The Union will be advised of all students, their duties and responsibilities and the duration of their work experience.
 - Students will be placed alongside union members to gain experience at the worksite.
 - It is understood that students will not be utilized to replace employees, nor on site where there is a Regional District of Kootenay Boundary employee on layoff from that particular department or site and that the student can

only complement the services provided by employees and cannot erode the scope of the bargaining unit.

- There will be no work lost to the bargaining unit as a result of these students being on site.
- These students will not create a situation that will prevent any employee from carrying out his/her assigned duties.
- The Regional District of Kootenay Boundary agrees to provide adequate supervision of students in the performance of their program duties.
- Any disagreements arising from utilization of these student will be dealt with promptly by either the Supervisor or the Chief Administrative Officer and the Union. Unresolved disputes will go through the grievance procedure as outlined in the Collective Agreement.
- Additional time beyond the required practicum will be done in consultation and agreement of the Union.

Section 6 – Union Check-Off

- 1.08 The Regional District shall, during the life of this Agreement, deduct a sum equivalent to dues as set by the Union from the pay due each calendar month to each employee and remit same to the Financial Secretary of the Union in the month following in which such deductions are made.
- 1.09 The Regional District shall, at the time of making such remittances, enclose a list of employees from whose pay cheques such deductions are made.
- 1.10 Notwithstanding any provisions contained in this section, there shall be no financial responsibility on the part of the Employer for fees, dues, or assessment of any employee unless there are sufficient unpaid wages of the employee in the Employer's hands. The Union shall give the Employer one (1) month's notice of any adjustments to the Union's dues schedule.

Section 7 – Shop Stewards

- 1.11 The Regional District agrees that the Union shall have the right to maintain bulletin boards at all work sites. All postings shall be signed by the President, Secretary or Local Steward of the Union.

Section 8 - Labour Management

1.12 Joint Labour Management Committee

The Parties agree to the establishment of a Joint Labour Management Committee. The Committee will be composed of two (2) representatives of the Employer and two (2) representatives of this Union. A third mutually agreed

upon recording secretary will be utilized to maintain the quarterly agenda and minutes. The Committee will review any matters that affect the relationship between the Parties and will have the authority to recommend resolutions provided they do not alter the terms of this Collective Agreement. The Committee will establish its own procedures and will meet every three (3) months. The Parties agree to circulate agenda items prior to the meeting to ensure productive dialogue.

The Parties further agree that the Joint Labour Management Committee is not intended to replace the grievance procedure nor is it intended to allow an employee and Supervisor to avoid discussing and resolving problems as they arise.

Section 9 – Collective Bargaining

- 1.13 Five bargaining representatives of CUPE Local 2254 shall have the privilege of attending collective bargaining meetings between the Union and the Employer, if held during regular working hours, without loss of pay or benefits.

ARTICLE 2 – REGIONAL DISTRICT’S RIGHTS

- 2.01 The Union recognizes the right of the Regional District to operate and manage the business of the Regional District in all respects, in accordance with its commitments and responsibilities, and to make and alter from time to time as the necessity arises, any rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.
- 2.02 Copies of all resolutions and bylaws adopted by the Regional District which affect the members of the Union are to be:
- (i) forwarded to the President of the Union;
 - (ii) posted on all designated bulletin boards.
- 2.03 The Regional District shall always have the right to hire, to discipline, demote and discharge employees for proper cause. The selection and removal of supervisory staff shall be entirely a matter for the Regional District’s decision.

ARTICLE 3 - TECHNOLOGICAL CHANGE AND AUTOMATION

Section 1 – Notification of Changes

- 3.01 The Regional District will give to the Union in writing at least ninety (90) calendar days' notice of any intended technological change that:
- (a) affects the terms and conditions or security of employment of employees to whom this Collective Agreement applies, and;
 - (b) alters significantly the basis upon which the Collective Agreement applies.

Section 2 – Discussion Between the Parties

- 3.02 During the term of this Agreement, any disputes arising in relation to adjustment to technological change shall be discussed between the bargaining representatives of two Parties to this Collective Agreement.
- 3.03 Where the Regional District introduces, or intends to introduce, a technological change that:
- (a) affects the terms and conditions, or security of employment of employees to whom this Collective Agreement applies, and;
 - (b) alters significantly the basis upon which the Collective Agreement was negotiated, either Party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an Arbitration Board pursuant to Article IV of this Collective Agreement, bypassing all other steps in the Grievance Procedure.
- 3.04 The Arbitration Board shall decide whether or not the District has introduced, or intends to introduce a technological change, and upon deciding that the Employer has or intends to introduce a technological change the Arbitration Board:
- (a) shall inform the Minister of Labour of its findings, and;
 - (b) may then or later make any one or more of the following orders:
 - (i) that the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;

- (ii) that the Regional District will not proceed with the technological change for such period, not exceeding ninety (90) calendar days, as the Arbitration Board considers appropriate;
- (iii) that the Regional District reinstate any employee displaced by reason of the technological change;
- (iv) that the Regional District pay to the employee such compensation in respect of this displacement as the Arbitration Board considers reasonable;
- (v) that the matter be referred to the Labour Relations Board under Section 77 of the Labour Code of British Columbia.

ARTICLE 4 – GRIEVANCE INVESTIGATION/GRIEVANCE PROCEDURE/ARBITRATION

Section 1 – Grievance Investigations

- 4.01 The Regional District agrees that time spent in investigation and the settling of disputes by Union Stewards shall be considered as time worked, where it occurs during a regular work shift, provided that the Union Stewards sign a time statement or form which sets out the purpose, and such time is recorded, which time shall not exceed the total of three (3) working hours in any one (1) month. The Union agrees to forward to the Regional District a written list of names of such Stewards.
- 4.02 The Regional District agrees to grant time off without pay during any working day to officers of the Union for Union purposes, provided that such time shall not exceed a total of eight (8) working hours in any one (1) month, and provided that the officer of the Union has advised his immediate supervisor not less than twenty-four (24) hours in advance. A written list of the names of such officers in the Regional District shall be forwarded to the Regional District for this purpose by January 31st of each year.

Section 2 – Grievance Procedure

- 4.03 Differences arising between the Parties concerning the interpretation, application, operation, or any alleged violation of this Agreement, including any question as to whether any matters are arbitrable shall be settled without stoppage of work in the following manner:

Stage 1

All disputes shall, within twenty-one (21) calendar days of becoming known, be discussed with the appropriate Manager. Failure to reach a satisfactory settlement of the dispute within two (2) days after its submission, may cause the dispute to be referred to Stage 2 within five (5) days.

Stage 2

The Union, Steward, or Officer, with or without the grievor in attendance, shall meet with the Chief Administrative Officer of the Regional District and shall submit the grievance in writing. Failing to reach a satisfactory settlement of the dispute within two (2) days after submission to the Chief Administrative Officer, may cause the dispute to be submitted to Stage 3 within five (5) days.

Stage 3

The General Grievance Committee of the Union shall meet with the General Grievance Committee of the Regional District Board within five (5) days of a

written request for such a meeting. Failing to reach a satisfactory settlement of the dispute within five (5) days after such a meeting, may cause the dispute to be submitted to Stage 4 (Arbitration) within five (5) days.

Section 3 – Arbitration

4.04 An Arbitration Board shall consist of three (3) members, one (1) to be selected by the Regional District, one (1) to be selected by the Union, and a third mutually acceptable person who shall act as Chairperson of the Board, to be chosen by the two (2) persons thus selected within five (5) days of their appointment. Such third member shall be chosen having regard to his impartiality and his qualifications in the interpretation of agreements. In the event the Regional District and the Union are unable to agree upon the selection of the Chairperson of the Board, the Minister of Labour shall be requested to appoint such a member.

At the time a submission to Arbitration is made, the submitting Party may request that the matter be submitted to a Board of Arbitration composed of a single arbitrator and if the other Party agrees within five (5) working days of submission this shall be done. In the event the Employer and the Union are unable to agree upon the selection of the single arbitrator, the Minister of Labour shall be requested to appoint such a member.

4.05 The decision of the Arbitration Board/Arbitrator or of a majority thereof with respect to the dispute shall be final and binding upon the Parties, but in no event shall the Arbitration Board/Arbitrator have the power to alter, modify, or amend any part of this Agreement in any respect. The decision of the Arbitration Board/Arbitrator shall be given not later than fourteen (14) days after conclusion of the hearing, or such longer period as may be mutually agreed to by the Parties involved in the dispute.

4.06 Each Party shall pay the expenses of the member of the Arbitration Board /Arbitrator chosen by it and all expenses incurred in connection with the presentation and preparation of its own case, but the Parties shall share equally the expenses of the Chairperson of the Board.

4.07 The procedure for settling disputes set out in this Article shall be strictly adhered to, but where a dispute involves a question of general application, suspension or dismissal, the Regional District and the Union may agree to bypass Stages 1, 2 and 3. The time limits provided in this Article may be extended by mutual agreement.

ARTICLE 5 – SENIORITY

Section 1- Seniority Defined

5.01 Seniority is defined as the length of service in the bargaining unit with the employer. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, lay-off, 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.

Section 2- Seniority List

5.02 The employer shall maintain a seniority list showing the current positions and the date upon which each employee's service commenced. Where two or more employees commence work on the same day, preference will be in accordance with the date of application. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

Section 3- Probation for newly hired Employees

5.03 Employees shall be on probation for a period of three (3) months from the date of hiring. During the probationary period the employee shall be entitled to all rights and benefits of this agreement except as otherwise stated herein. Probation for part-time employees shall be four hundred eighty (480) hours worked or six months from the date of hire, whichever comes first.

Section 4- Calculation of Seniority

5.04 Seniority for full time employees shall be effective from the original date upon obtaining full-time status and shall be used in determining preference or priority for promotions, transfers, demotion, lay-off, permanent reduction of the work-force, and recall.

Seniority for Part-Time and Casual employees is defined as the number of hours accrued from the original date of employment. Upon attainment of a full-time employee status a part-time and casual employee's seniority is transferable as total hours worked upon attainment of full-time status. This seniority date shall be used for promotional and lay-off purposes only.

Seniority for Temporary Employees will be accumulated based on actual hours worked.

The original seniority date of employment will be used to determine vacation entitlement for full-time employees.

Section 5- Job Postings

5.05 When a new position is created, or when a vacancy of a temporary or permanent nature occurs, which shall include the resignation of an incumbent, the Employer shall immediately notify the Union in writing and post notice of the position within the Bargaining Unit for seven (7) calendar days then to the general public. However, vacancies arising from normal retirement shall be posted sixty (60) calendar days, whenever possible, prior to the employee's normal retirement date, with notification to the Union. If for Bona Fide operational reasons the Regional District determines that the requirements of the position have changed substantially the position could be subject to reclassification. In the event that the incumbent leaves the Regional District, and the Regional District determines for a Bona Fide reason that the position is no longer required, this position may be absorbed through attrition in consultation with the Union.

Section 6- Lay-Off and Bumping

5.06 Both parties recognize that job security shall increase in proportion to length of service. Therefore in the event of a lay-off, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority. Employees about to be laid off will be allowed to exercise their seniority to bump an employee with less seniority provided they are qualified and capable to perform the job. Employees will receive a maximum of five (5) working days of orientation when exercising their bumping rights. Employees wishing to exercise their bumping rights must do so within five (5) working days of being notified of their layoff.

Section 7- Staff changes

5.07 In making staff changes, seniority as per Article 5 - Seniority, Section 2- shall determine in all cases of promotion, transfer, demotion, lay-off, permanent reduction of the work-force, and recall provided the qualifications are relatively equal and the Regional District shall determine qualifications in a fair and equitable manner.

Section 8- Qualifying Period

5.08 The successful applicant shall be placed on a trial period of up to two (2) months. Conditional upon satisfactory service, the employee shall be declared permanent after the period of up to two (2) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he shall be returned to his former position, wage, or salary rate and without loss of seniority. Part-time employees will be placed on a trial period of three hundred

twenty (320) hours of scheduled work or six (6) months from the date of hire, whichever first occurs.

Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position, wage, salary rate, without loss of seniority.

Section 9- Transfers Outside of the Bargaining Unit

5.09 No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside of the bargaining unit, he/she shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Employees have the right to return or be returned to a position in the bargaining unit within six (6) months. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

Section 10- Loss of and Continuing Seniority

5.10 An employee shall not lose seniority rights if he is absent from work because of sickness, accident, lay-off, disability or leave of absence approved by the Employer.

An employee shall only lose his seniority in the event:

- (i) He is discharged for just cause and is not reinstated.
- (ii) He resigns in writing.
- (iii) He is absent from work in excess of five (5) working days without sufficient cause or without notifying the Regional District, unless such notice was not reasonably possible.
- (iv) He fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause.

It shall be the responsibility of the employee to keep the Regional District informed of his current address. An employee recalled for casual work or employment of short duration at a time when he is employed elsewhere shall not lose his recall rights for refusal to return to work.

- (v) He is transferred to a position outside the bargaining unit for a period in excess of six (6) months.

Section 11- Recall Rights

- 5.11 Employees will maintain their seniority and may be eligible for recall provided they have completed the probationary period as outlined in Article 5, Section 2 - 5.06 and/or there have been no periods of lay-off greater than twelve (12) months. Employees shall be recalled in order of their seniority.

ARTICLE 6 – HOURS OF WORK, OVERTIME AND WAGES

Section 1 – Hours of Work

6.01 A regular work week for full-time employees shall be forty (40) hours and wherever possible Monday to Friday, with days off consecutive. However, the Regional District shall have the right to schedule days off to best suit the programs and facilities. The Employer will notify the Union prior to implementing flexible hours of work schedules.

A regular work week for full-time employees in the R.D.K.B. Administration Offices (Trail and Grand Forks) and Beaver Valley Recreation Commission shall be thirty-seven and one half (37 ½) hours per week, October 1 – March 31 and thirty-five (35) hours per week April 1 – September 30.

The parties agree that the flexible hours of work schedules in the Employment Standard Act may be implemented. The Employer will notify the Union prior to implementing flexible hours of work schedules.

6.02 Except where a flexible work schedule is implemented pursuant to the Employment Standard Act, for purposes of calculating overtime, eight (8) hours per day and forty (40) hours per week will be considered normal.

6.03 Notice of change of shift shall be given to employees twenty-four (24) hours in advance of the change. Notice of change of shift schedule shall be given to employees fourteen (14) calendar days in advance of the change. Where for emergency reasons the required notice cannot be provided, the employee will be advised as soon as possible, and the Union will be advised of the applicable circumstances.

All scheduling of shifts shall be done in a fair and equitable manner.

- 6.04 (a) All employees shall be entitled to a fifteen (15) minute rest period for each four (4) hour period they are scheduled to work in addition to lunch.
- (b) All employees working in the R.D.K.B. Offices (Trail and Grand Forks) shall be entitled to one (1) fifteen (15) minute rest period per work day.
- (c) All employees except R.D.K.B. office employees will be paid for one half (1/2) hour for their "running lunch".

Section 2 – Overtime

6.05 (a) Where the Employer has adopted a work week for employees scheduled to work 35, 37.5 or 40 hours per week, and for a minimum of a seven (7) hour shift, employees shall be eligible for overtime pay on the following basis:

- Time and one one-half (1 ½) for extensions of the regular work day.
- Time and one-half (1 ½) for all hours worked on a Statutory Holiday in addition to his regular days pay.
- Double time (2x) for all work performed on a scheduled day of rest provided that the employee has or is scheduled to work beyond their normal work week of 35, 37.5 or 40 hours.

(b) Approved overtime may be compensated in the form of monetary remuneration or as time off work with pay at a mutually agreeable time.

(c) Banked time can be accumulated by working overtime or by working Statutory Holidays.

(d) Only overtime of one (1) hour or greater can be banked.

(e) An employee may only accumulate a maximum of fifty (50) hours in their bank. Additional time may be banked when time from the bank is used such that the maximum never exceeds fifty (50) hours.

(f) Any banked time not used at December 31st in any year shall be paid out.

(g) Banked time may only be used in a minimum of or multiple of one (1) hour increments.

6.06 Employees working days other than Monday to Friday, the sixth (6th) and seventh (7th) day of their week shall be deemed to be Saturday and Sunday.

6.07 (a) Meal Allowance

Any employee required to work in excess of ten (10) hours consecutive shall be entitled to a meal allowance as per the Regional District of Kootenay Boundary Employee Travel and Expense Reimbursement Policy.

(b) Travel Allowance

Any employee shall be entitled to a meal allowance when their work takes them away from their normal worksite as per the Regional District of Kootenay Boundary Employee Travel and Expense Reimbursement Policy.

Section 3 – On Call and Call-Outs

6.08 (a) On Call

- i) All employees will be paid two (2) hours per day when on call.
- ii) The rate will be the employee's regular rate of pay.

(b) Callouts

- i) In the event of a full-time employee being called back to work during hours other than their regular work shift, they shall be entitled to four (4) hours pay at their base rate or time and one-half (1 ½) for actual hours worked, whichever is greater.
- ii) In the event of a full-time employee who has completed their scheduled shift being called back to work as a result of an intrusion alarm signal, they shall be entitled to a minimum of two (2) hours pay at their base rate or actual hours worked at the rate of time and one-half (1 ½), whichever is greater.

Section 4 – Wages and Premiums

6.09 The Regional District shall pay wages in accordance with Schedule "A" attached hereto and which forms part of this Agreement.

6.10 Pay cheques shall be accompanied by an itemized statement showing wages, overtime and all deductions.

6.11 (a) There is an afternoon shift premium in the amount of seventy-five (\$0.75) cents per hour. Any employee who works a shift that is:

- i) greater than five (5) hours, and
- ii) the majority of the hours worked are after 2:00 pm

is eligible for the afternoon shift premium.

(b) The afternoon shift premium shall only apply to the hours worked after 2:00 pm.

- 6.12 A weekend premium shall be seventy-five cents (\$0.75) per hour.
- 6.13 Pay cheques shall be dated for the Thursday following the pay period cut-off. Funds from direct deposits shall be made available the Thursday following the pay period cut-off.
- 6.14 Part-time, casual and student employees are entitled to the following compensation in lieu of benefits:
- i) Part-time – fourteen (14%) percent (two (2%) percent of fourteen (14%) percent to cover weekend and shift differentials) premium on every paycheque
 - ii) Casual – ten (10%) percent premium on every paycheque
 - iii) Student – eight (8%) premium on every paycheque

For the purpose of this section, benefits include health and welfare, sick leave, and vacation pay, but does not include statutory holiday pay.

- 6.15 Any employee who is scheduled to work in a position above their normal classification, including maintenance shifts, will be paid the upper class rate of pay for the time they are scheduled to work in the higher classification.
- 6.16 An aquatic Shift Leader without Lifeguard 3 status will be paid the higher rate of pay if no Lifeguard 3 is scheduled during the shift.
- 6.17 (a) The aquatic Parties agree that continuity of service and quality of service to the community is of primary importance;
- (b) Aquatic employee's work schedules may only be amended for reasons of sickness, vacation and authorized leave;
- (c) All amendments to work schedules are to be authorized by the aquatic Facilities Manager;
- (d) Aquatic employee's work schedules will be posted a minimum of forty-eight (48) hours in advance for instructional duties and thirty (30) calendar days for lifeguarding duties.
- (e) Provided aquatic employees are qualified to perform the available work, then the seniority list will be used in all cases of work schedule amendments.

ARTICLE 7 – STATUTORY HOLIDAYS AND ANNUAL VACATIONS

Section 1 – Statutory Holidays

- 7.01 All employees shall be paid for Statutory Holidays in accordance with the Employment Standards Act.
- 7.02 An employee who works on any recognized Statutory Holiday shall be paid time and one-half (1 ½) for hours worked plus a day’s pay or be paid time and one-half (1 ½) for hours worked with a lieu day for the Statutory Holiday or be paid eight (8) hours straight pay for the Statutory Holiday and time off at one and one-half (1 ½) times in lieu of the hours worked. Time off shall be given as soon as possible thereafter at a time mutually agreeable between the Regional District and the employee.
- 7.03 The recognized Statutory Holidays shall be as follows:

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

or any additional day proclaimed by the Federal or Provincial Government or the Regional District of Kootenay Boundary.

- 7.04 When any such holiday falls during an employee’s vacation with pay, taken under Section 2, and he would have become entitled to pay for such holiday not worked had he not been on vacation, he shall receive an additional day’s vacation with pay in lieu thereof.

Section 2 – Annual Vacations

7.05

Years Service	Weeks Vacation
0 to 4	3
5 to 10	4
11 to 17	5
18 to 22	6
23 plus	6 weeks plus 1 day for each year after 22

Vacation entitlement in the first year of employment shall be pro-rated based on date of hire. Thereafter, vacation entitlement shall be calculated January 1st based on the anniversary date of employment.

7.06 Seniority shall be the determining factor in the selection of vacation periods.

Employees shall submit their vacation requests to their immediate supervisor each year prior to February 28, and vacation schedules will be approved by the RDKB prior to the end of March in each year.

Where requests are not made by the employee prior to February 28, vacation requests will be considered in conjunction with the approved schedule and seniority.

7.07 The employee has the right to carry over one (1) week of vacation into the next year and have the ability to carry over an additional week with approval by their supervisor.

7.08 Employees who work a variety of different jobs throughout a year will have their vacation pay calculated at the appropriate percentage of their year-to-date gross earnings at December 31st of each year.

7.09 Should an employee while on annual vacation become sick or disabled, then the employee shall be allowed to substitute sick leave for a period of illness and to reschedule vacation days upon receipt of an acceptable written explanation from a doctor.

ARTICLE 8 – LEAVE OF ABSENCE

Section 1 – Union Leave

- 8.01 The Regional District agrees to grant leave of absence to any one duly elected Convention Delegate at any one time without pay, for the business purpose of the Union, up to a maximum of ten (10) working days per year, provided that at least two (2) weeks' notice in writing is given to the Regional District.
- 8.02 Any employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated, or who is elected to public office, other than Regional District offices, shall be granted leave of absence without loss of seniority by the Regional District for a period of one (1) year. Such leave of absence shall be renewed each year during his term of office.
- (a) The Union agrees to forward to the Regional District a written list of names of such stewards, a record of time spent by each steward in settling disputes and a list of replacements obtained for stewards who are required to be absent to settle disputes.
 - (b) In order that the work of the Employer shall not be unreasonably interrupted, no steward shall leave his/her work without obtaining permission from his/her supervisor.
 - (c) Upon two (2) weeks' notice in writing, an employee shall be entitled to leave of absence, without pay, for Union educational purposes.

Section 2 – Compassionate Leave

- 8.03 An employee shall be granted a maximum of five (5) regularly scheduled days off with pay, inclusive of travel time, at the time of death of an employees; spouse, son, daughter, guardian, mother, father, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, common-law spouse, same sex partner, step-parent or step-child. Application for such leave is made to the Supervisor.
- (a) One (1) full day shall be granted without loss of salary or wages to attend a funeral as an active pallbearer.

Section 3 – Jury Duty Leave

- 8.04 In the event an employee is required to perform Jury Duty, on a day on which he would normally have worked, the employee will receive pay for such duty at his regular straight time hourly rate of pay for his regularly scheduled hours of work.

It is understood that such payment shall not be for hours in excess of eight (8) hours per day or forty (40) hours per week. The employee shall remit payment received from the court for such Jury Duty to the Regional District. The employee shall return to work if dismissed by the Court before 12:00 noon.

Section 4 – Leave of Absence Without Pay

8.05 The Employer shall grant leave of absence, without pay, and without loss of seniority, to any employee requesting such leave for good and sufficient reason, provided the employee's request is in writing, and that the granting of such leave shall be subject to the Employer's approval.

Section 5 – Pregnancy and Parental Leave

8.06 The Regional District of Kootenay Boundary agrees to provide Pregnancy and Parental leave as per the Employment Standards Act, RSBC 1996 (Chapter 113), Part 6-Leaves and Jury Duties, Clauses 50 and 51, 54, 56 and amendments thereto as of the date of this agreement.

8.07 Should an employee require a longer period of Pregnancy leave because of health reasons and/or complications, an extension up to a maximum of three (3) months will be granted on production of a medical certificate.

8.08 An Employee shall give the employer at least two (2) weeks notice/advice of her return to work after Pregnancy Leave/Paternal Leave of Absence and she/he shall be returned to her/his former position. However, if her/his former position no longer exists, then she/he shall exercise his/her seniority rights.

Section 6 – Paternity Leave

8.09 A full-time male employee shall be granted two (2) day's leave of absence with pay upon the birth or adoption of a son or daughter.

8.10 Education Leave

(a) Leave without loss of regular pay shall be given to an employee required to take courses at the request of the Employer. Pre-approved course costs and pre-arranged living costs will also be paid by the Employer when required.

(b) Upon successful completion of pre-approved courses, the Employer agrees to reimburse the employee pre-approved course costs and pre-arranged living costs if any.

(c) Education leave may be for a period of up to one (1) year without loss of seniority.

ARTICLE 9 – SICK LEAVE

9.01 All employees at the Beaver Valley Arena, Grand Forks Arena, Grand Forks Aquatic Centre shall accumulate sick leave equivalent to one and one-half (1 ½) days for each month worked up to a maximum of one hundred and fifty (150) days. The Regional District will maintain a record showing the total sick leave accumulated to the credit of each employee which shall be sent to each employee and the Union by February 15th of each year. New employees will be placed on the Regional District's short term disability plan.

- (a) All other employees shall receive ten (10) sick days from January 1st of each year. (A sick day being the employees scheduled working shift)

Note: Letter of Understanding will be made for employees at the Beaver Valley Arena, Grand Forks Aquatic Centre and Grand Forks Arena.

9.02 All employees can use sick leave to attend a medical appointment with prior notice to the Employer.

9.03 Use of such sick leave shall be certified by a practicing doctor's report, or a report from a practicing dentist or chiropractor, if requested by the Regional District, which shall be submitted within three (3) days of returning to work. It is further agreed that sick leave shall be payable only where the illness or injury of the employee concerned incapacitates him to the extent that he cannot carry out his normal duties with the Regional District.

9.04 Family Responsibility Leave

Employees are entitled to take up to five days of annual sick leave allotment and/or unpaid leave each employment year to:

- (a) tend to the care, health or education of a child in their care;
- (b) tend to the care or health of any other member of their immediate family.

Immediate family means an employee's spouse, son, daughter, guardian, mother, father, sister, brother, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, common-law spouse, same sex partner, step parent or step child.

ARTICLE 10 – PENSION/MEDICAL AND HEALTH BENEFITS FOR FULL-TIME EMPLOYEES

Section 1- Pension

10.01 All eligible employees will be covered with superannuation in compliance with the Municipal Pension Plan.

10.02 Superannuation

Provided the pension plan Administrator approves both the buy back and payroll deduction method of payment, then an employee may elect to buy back both the employee's and Employer's portions of superannuation coverage through payroll deductions.

10.03 Medical Plans

All eligible employees shall be covered under the Basic B.C. Medical Plan and an Extended Health Benefit Plan, on completion of the probationary period. The Regional District of Kootenay Boundary shall pay one hundred (100%) percent of the monthly premiums.

The Parties hereto recognize that the Union members wish to enhance their extended health benefit package.

To increase the lifetime maximum benefits from \$25,000.00 to \$1,000,000.00, the Employer will pay an additional \$.53 per month for a single coverage and \$1.47 per month for family coverage.

10.04 Group Life Insurance/A.D.& D.

Upon completion of the probationary period all eligible full-time employees shall be covered for coverage under the existing Group Life Insurance Plan, including accidental death and dismemberment coverage of one hundred thousand (\$100,000.00) dollars. The Regional District shall pay the full 100% cost of said plan.

10.05 Dental Plan

Upon completion of the probationary period all eligible full-time employees shall participate in a Dental Plan covering:

Plan "A" - 100% cost paid by Employer
Plan "B" – 60% cost paid by Employer

Plan "C" – 75% cost paid by Employer for all family members up to a maximum of \$4,000.00 per person lifetime maximum

The Premiums of this plan shall be paid 100% by the Employer.

Section 2 - Medical

10.06 Vision Care Plan

The Regional District will provide a Vision Care Benefit Plan for all eligible full-time employees who have successfully completed their probationary period covering a six hundred (\$600.00) dollar maximum payable over a twenty-four (24) month period. The premiums for this plan shall be paid 100% by the Employer.

10.07 Long-Term Disability

Eligible employees who have completed the probationary period shall be covered by a long-term disability insurance plan having a 180 calendar day qualifying period providing benefits up to two thousand five hundred (\$2,500.00) per month. The Regional District shall pay the premium of the disability plan for Greater Trail Community Centre employees and those employees covered by the July 8, 1997 amended certification and pay 50% of the premiums of all other (Recreation) employees.

10.08 Eligible employees at the Greater Trail Community Centre and those employees covered by the July 8, 1997 amended certification upon completion of the probationary period shall be covered by a short-term disability plan. The Regional District shall pay the premiums of the short-term disability plan.

Weekly Indemnity Insurance – A taxable benefit of seventy-five (75%) percent of weekly earnings up to at least six hundred and seventeen (\$617.00) dollars or the benefit that qualifies for an E.I. premium reduction, for up to twenty-six (26) weeks following the qualifying period of:

- 0 days – injury
- 3 days – illness

10.09 Hearing Aids

The Regional District of Kootenay Boundary will provide a Hearing Aid Plan for all regular full-time employees who have successfully completed their probation period. This plan includes the employee and immediate family members and is to a maximum of \$3000.00 every five years.

10.10 Temporary Employee Benefits

The Regional District of Kootenay Boundary agree to the following regarding the application of benefits to Temporary Full-Time Employees.

Notwithstanding the terms and conditions regarding employment of Temporary Full-Time Employees:

- 14% in lieu of benefits will be applied to temporary postings less than six (6) months
- Full benefits as per the Collective Agreement will be applied to temporary postings greater than six (6) months

It is understood that employees who are to be enrolled into full benefits will be paid the 14% in lieu of benefits for the regular waiting period.

ARTICLE 11 – OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

11.01 The Regional District and the Union agree that safe working conditions are most important, therefore, the Parties agree that:

A Safety Committee comprised of equal representation of Management staff and Union Personnel shall be formed.

The Committee shall meet at the request of either Party, but in any event not less than once per month and during a working day.

Minutes of this Committee's meeting shall be kept and sent to both the Regional District and the Union.

Time spent in the performance of their duties as Committee members shall be considered as time worked with payment at straight time.

The Regional District shall provide all clothing or equipment deemed to be necessary by this Committee. All such equipment shall be maintained by the Regional District in a clean and serviceable form.

A Safety Committee shall be struck as required by the provisions of the Workers' Compensation Act.

ARTICLE 12 – GENERAL PROVISION

12.01 Job Descriptions

Job descriptions shall be established and adopted.

12.02 Educational/Certification

If the Regional District requires or requests an employee to certify or re-certify for any position they shall pay the cost of said certification or re-certifying including registration fees, travel allowances, wages for lost scheduled shifts and any other expenses paid by the Employer (highway tolls, departure fees, security fees, taxis, buses, airport shuttle, etc.)

In the event that the certifying or re-certifying that is required or the travel to or from occurs on the employees regularly scheduled day of rest, the employee will be compensated by a day off in lieu, scheduled at a mutually agreeable time between the employee and the supervisor. This will not be considered Banked Time.

12.03 Classification/Re-Classification

- (i) The Regional District and the Union agree in the case of the creation of any new job or in the case of any job which may hereafter change sufficiently to warrant re-classification to apply the relevant base rate to such job which shall be determined by a Job Classification Committee that shall be composed of equal representation, two (2) representatives of the Union and two (2) representatives of the Regional District and an alternate representative for each. In the event that there could be a conflict of interest, an alternate will be utilized.
- (ii) In the event of a failure by either the Regional District or the Union to ratify the decision of the Joint Classification Committee or the inability of the Joint Committee to arrive at a mutually satisfactory classification or re-classification, the dispute shall then be referred to an Arbitration Board constituted in accordance with Article IV, Section 3, Stage 4 of this Agreement.

12.04 Instructional Administration and Preparation Time

Leadership Courses

- (a) Instructor assignments as per the list established by Director of Recreation and Facilities.

- (b) Courses will be conducted during normal opening hours wherever possible. The instructor shall be paid in accordance with the Collective Agreement.
- (c) Lesson plans will be submitted to the Aquatic Program Co-ordinator seven (7) days prior to the course date. These plans will be filed at the Aquatic Centre as a resource package for future courses.
- (d) If courses are cancelled less than seven (7) calendar days prior to start date, preparation and administration time will be paid.

Red Cross, Synchro, and Speciality Classes

- (a) Instructor assignments as per the list established by the Director of Recreation and Facilities.
- (b) Courses will be conducted during normal operating hours wherever possible. The instructor shall be paid in accordance with the Collective Agreement.
- (c) Lesson Plans will be submitted to the Aquatic Program Co-ordinator three (3) days prior to the course date. These plans will be filed at the Aquatic Centre as a resource package for future courses.
- (d) If a course is cancelled less than seven (7) calendar days prior to start of course, preparation and administration time will be paid.

Preparation and Administrative time is set at twenty-five (25%) percent of recommended course hours for Water Safety Instructors.

Preparation and Administrative time is set at forty (40%) percent of recommended course hours for Life Saving Instructors, Water Safety Instructor Trainers and National Lifeguard Instructors.

12.05 Wellness/Physical Fitness Program

The Employer recognizes there are a wide variety of activities that lead to improved physical fitness and emotional health. The Employer will reimburse employees for pre-approved expenses related to activities and/or programs that lead to improved physical fitness and/or emotional health.

Such activities must be action oriented and/or educational and designed to modify lifestyles or behaviours to increase or improve muscular strength, skeletal strength, cardiovascular strength, flexibility or stability. The Employer will establish procedural requirements for re-imburement of expenses related to the

wellness program, including a list of Employer-approved eligible expenses under the program and a provision for employees to submit an application to the Employer for pre-approval of any proposed expenses that are not explicitly included on the Employer's list of approved eligible expenses.

The annual allowance for wellness expense reimbursement is:

Permanent Full-Time Employees - \$300.00

Permanent Part-Time Employees - \$200.00

Employee status at January 1 will determine annual eligibility.

The wellness reimbursement program begins in 2018. Each qualifying employee may receive wellness expense reimbursements to the maximum annual allowance in each calendar year starting each January 1st. Unused portions of the annual allowance for wellness expense reimbursement may not be carried over to following years.

There is no wellness allowance for casual employees, temporary employees, or seasonal employees working less than six (6) months of the year.

ARTICLE 13 – CLOTHING & UNIFORMS

13.01 For the following employees covered by this Agreement, the Regional District will provide on completion of probation:

Lifeguards and Instructors:

- Tee-shirts, shorts, swim suits and school instructor suits as required.
- Acceptable footwear to a maximum amount of one hundred and fifty (\$150.00) dollars per lifeguard employee per year. Reimbursement will be processed upon presentation of the sales slip.

Certified Fitness Instructor:

- Acceptable footwear to a maximum amount of one hundred and fifty (\$150.00) dollars per fitness instructor per year. Reimbursement will be processed upon presentation of the sales slip.
- Clothing will be provided to the Certified Fitness Instructors by the Employer. The Employer will purchase the clothing with input and consultation from the Instructors.

Maintenance Personnel:

- Coveralls as required.
- Portion of safety footwear purchased every year for the amount of two hundred (\$200.00) dollars.

Cashier and Maintenance Personnel at Aquatic Centre:

Tee-shirts as required

Landfill Attendants:

Portion of safety footwear purchased every year for the amount of two hundred (\$200.00) dollars.

Building Inspection and Plumbing Officials

Safety and identification clothing as required. Portion of safety footwear purchased every year for the amount of two hundred (\$200.00) dollars.

All Other Staff:

Necessary safety equipment per WorkSafe BC regulations.

ARTICLE 14 – NO STRIKES OR LOCKOUTS

14.01 The Regional District of Kootenay Boundary shall neither cause nor direct any lockout of employees and the Union shall neither authorize nor in any way encourage any strike, sympathetic strike, or suspensions of work on the part of any employee or group of employees during the term of this agreement.

Employees will not be subject to discipline for failure to cross legal picket lines erected by other unions at the work place.

ARTICLE 15 – SEXUAL HARASSMENT AND DISCRIMINATION

15.01 Discrimination

(a) The Employer, its servants and agents agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay off, discipline, discharge or otherwise by reason of race, creed, colour, national origin, political or religious affiliation, sex or marital status, nor by reason of membership or activity in a labour union, and the employees shall at all times and in like manner act in good faith toward the Employer.

(b) Harassment

The Employer recognizes the right of employees to work, to conduct business and otherwise associate free from harassment or sexual harassment.

Definitions

(i) Personal Harassment

Harassment is a form of discrimination and is unwelcome conduct, remark or behaviour based on a prohibited ground of the BC Human Rights Code which:

- offends or humiliates any person, and
- has adverse job-related consequences, and
- which a reasonable person would know to be offensive and unwelcome.

(i.e. A comment or conduct based on the race, colour, ancestry, place of origin, political belief (including Union affiliation), religion, marital status, family status, physical or mental disability, sex, sexual orientation or age of a person, or related to a conviction that is unrelated to the employment of that person).

(ii) Sexual Harassment

Sexual harassment is unwelcome comment or conduct of a sexual nature that may lead to adverse job-related consequences for the person to whom the comment or conduct is being directed, and which a reasonable person would know to be unwelcome.

(c) Processing Complaints

(i) First step

Where an employee believes that he/she has been subjected to harassment as defined under this Article, the employee will address the situation with the alleged harasser in an informal way. If the employee believes that he/she has been subject to harassment by a management representative, he/she may if deemed, move to the second step.

(ii) Second step

Where an employee believes that he/she has been subjected to harassment as defined under this Article, the employee may submit a written complaint to the Chief Administrative Officer or Designate identifying the alleged harasser and detailing the specific behaviour or comments which are alleged to be harassment. Such a complaint shall be filed within six (6) months of the behaviour or comment giving rise to the complaint.

(iii) Review of Complaint

The Chief Administrative Officer or Designate shall take appropriate action to address the complaint. Such action may include a review of the complaint by a trained or experienced person who may recommend mediation, corrective measures to resolve the complaint, a more detailed investigation into the allegations, and/or dismissal of the complaint. This process is subject to all provisions of the Collective Agreement.

(iv) Representation

The complainant and/or alleged offender may at the choice of the employee be accompanied by a representative(s) of the Local at all meetings in this procedure.

ARTICLE 16 – TERM OF AGREEMENT

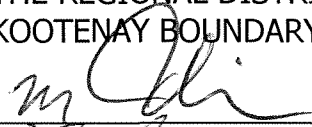
16.01 This Agreement shall remain in effect for a term of three (3) years from January 1, 2017 through until December 31, 2019, but shall not terminate at the expiration of that period unless notice in writing has been given by one Party to the other within four (4) months but not less than two (2) months immediately preceding the date of expiry.


16.02 If no such notice is given this Agreement shall remain in effect until terminated by either Party upon notice in writing being given within four (4) months but not less than two (2) months immediately preceding the date of expiry. Either Party may, within the period of four (4) months immediately preceding the date of expiry of this Agreement, by notice require the other Party to commence collective bargaining.


IN WITNESS WHEREOF the Parties have caused these presents to be signed by their respective officers thereunto lawfully authorized in that behalf, this 19th day of December, 2017.


SIGNED ON BEHALF OF:


THE REGIONAL DISTRICT OF
KOOTENAY BOUNDARY





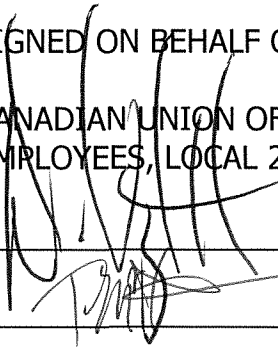






SIGNED ON BEHALF OF:

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2254



SCHEDULE A – RATES OF PAY

JOB TITLE	2016 Rate	January 1, 2017 2.00%	January 1, 2018 2.00%	January 1, 2019 2.00%
RECREATION				
Cashier Receptionist	19.63	20.02	20.42	20.83
Cashier Lifeguard Instructor Trainee				
Summer Parks Program Leader (BV)	21.00	21.42	21.85	22.29
Lifeguard Instructor 1	21.57	22.00	22.44	22.89
Lifeguard Instructor 2	22.42	22.87	23.33	23.80
Lifeguard Instructor 3	24.59	25.08	25.58	26.09
Program Services Assistant	23.40	23.87	24.35	24.84
Park & Recreation Attendant 1 (Seaso	22.96	23.42	23.89	24.37
Accounts & Program Clerk	27.85	28.41	28.98	29.56
Program Services Coordinator (BV)	29.53	30.12	30.72	31.33
Rec Program Services Supervisor	32.11	32.75	33.41	34.08
Aquatics Program Coordinator	30.02	30.62	31.23	31.85
Aquatics Maintenance Coordinator	30.02	30.62	31.23	31.85
RFA 1a - Operator In Training	24.35	24.84	25.34	25.85
RFA 1b - Ice Facility Operator	25.35	25.86	26.38	26.91
RFA 2 - Refrigeration Operator	27.04	27.58	28.13	28.69
RFA 3 - Chief Engineer	30.02	30.62	31.23	31.85
FACILITIES MANAGEMENT				
Custodian 1	24.35	24.84	25.34	25.85
Building Maintenance 2	26.78	27.32	27.87	28.43
Building Maintenance 3	29.71	30.30	30.91	31.53
ADMINISTRATION/FINANCE				
Clerk/Secretary/Receptionist	27.14	27.68	28.23	28.79
Accounting Clerk Receptionist	27.85	28.41	28.98	29.56
Finance Specialist	32.73	33.38	34.05	34.73
Financial Analyst	32.73	33.38	34.05	34.73
Fire Prevention Officer (Big White)	31.19	31.81	32.45	33.10
Webmaster/Desktop Support Analyst	29.13	29.71	30.30	30.91
Network Infrastructure Analyst	39.42	40.21	41.01	41.83
Labourer	14.75	15.05	15.35	15.66
Summer Student	16.81	17.15	17.49	17.84

JOB TITLE	2016 Rate	January 1, 2017 2.00%	January 1, 2018 2.00%	January 1, 2019 2.00%
ENVIRONMENTAL SERVICES				
Landfill Attendant	23.68	24.15	24.63	25.12
Environmental Services Clerk	27.14	27.68	28.23	28.79
Equipment Operator (Landfill)	27.12	27.66	28.21	28.77
Chief Operator (Equip. & Maint.)	30.02	30.62	31.23	31.85
Solid Waste Program Coordinator	34.02	34.70	35.39	36.10
Landfill Supervisor	34.02	34.70	35.39	36.10
Operations Coordinator	37.04	37.78	38.54	39.31
Engineering and Safety Coordinator	34.02	34.70	35.39	36.10
PLANNING				
Senior Secretary (Planning)	29.53	30.12	30.72	31.33
GIS Technician	31.77	32.41	33.06	33.72
Senior Planning Technician	33.07	33.73	34.40	35.09
Planner	36.00	36.72	37.45	38.20
Senior Planner	39.20	39.98	40.78	41.60
BUILDING INSPECTION				
Clerk/Secretary/Receptionist (TR, GF)	27.14	27.68	28.23	28.79
Building & Plumbing Official - Level 1	36.00	36.72	37.45	38.20
Building & Plumbing Official - Level 2	37.05	37.79	38.55	39.32
Building & Plumbing Official - Level 3	40.93	41.75	42.59	43.44
UTILITIES				
Water/Wastewater Operator in Train	29.72	30.32	30.93	31.55
Water/Wastewater Operator 1	31.97	32.61	33.26	33.93
Water/Wastewater Operator 2	33.44	34.11	34.79	35.49
Chief Operator (Utilities)	34.97	35.67	36.38	37.11

NOTES ON SCHEDULE A

NOTES:

1. Where Employer designates a Lead Hand the Lead Hand premium shall be 1.00/hr
2. Specialized student rate shall be determined at the time of hire
3. RFA – Recreation Facilities Attendant 3 – Designated Leadhand – Lead Hand premium will apply to hours worked
4. FSR Premium – NEW Letter of Understanding

Rates of Pay as of January 1, 2016

	*with a 2% wage increase retro-active this should be:		
RFA 1a – Operator in Training	\$24.35	\$24.83	
RFA 1b – Operator	\$TBD (\$25.35 to create an incentive)	\$25.86	
RFA 2 –	\$27.04	\$27.58	
RFA 3 –	\$30.02	\$30.62	

All current staff with IFO certification will remain at RO rate – all new staff attaining IFO certification to be paid at the newly established rate.

LETTER OF UNDERSTANDING #1

RE: SICK TIME ACCUMULATION

All current full time employees of the Beaver Valley Arena and Grand Forks Recreation Facilities, not already on the RDKB Weekly Indemnity Insurance Plan, shall continue to accumulate sick leave equivalent to one and one-half (1.5) days for each month worked to a maximum of one hundred and fifty (150) days. The RDKB will maintain a record showing the total sick leave accumulated to the credit of each employee, which shall be sent to each employee and the Union by February 15th of each year.


The full-time employees of the Beaver Valley Arena and Grand Forks Recreation Facilities are:


- | | |
|---------------|-----------------|
| Randy Grayson | Cora Ludwar |
| Marg Kovacs | Case Vanderniet |
| Kim Johnson | |


All other employees, including any future or current part time employee of the above referenced facilities will be eligible for the Weekly Indemnity program and subject to Article 9.01 of this Agreement.


IN WITNESS WHEREOF the Parties have caused these presents to be signed by their respective officers thereunto lawfully authorized in that behalf, this 19th day of December 2017.


SIGNED ON BEHALF OF:
THE REGIONAL DISTRICT OF
KOOTENAY BOUNDARY













SIGNED ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2254





LETTER OF UNDERSTANDING #2

RE: VACATION ACCUMULATION

All current employees of the Grand Forks recreation facilities who chose to forego vacation for one calendar year in order to build a bank shall be entitled to maintain that vacation bank despite the wording of Section 7.05 of the collective agreement.

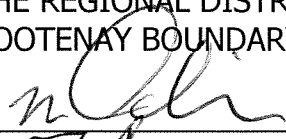
These employees are as follows:


Cora Ludwar Rosanne Tomashewsky
Marg Kovacs Case Vanderniet
Kim Johnson

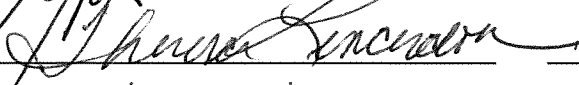
All employees that did not forego vacation for one year, and all future employees of the Grand Forks recreation facilities shall be subject to the terms of the collective agreement.

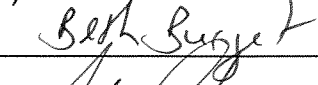
IN WITNESS WHEREOF the Parties have caused these presents to be signed by their respective officers thereunto lawfully authorized in that behalf, this 19th day of December 2017.


SIGNED ON BEHALF OF:
THE REGIONAL DISTRICT OF
KOOTENAY BOUNDARY



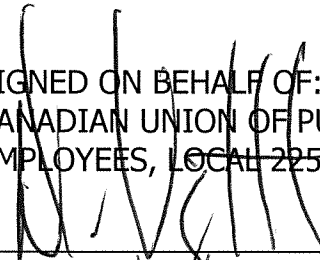









SIGNED ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2254





LETTER OF UNDERSTANDING #3

RE: REGIONAL DISTRICT OF KOOTENAY BOUNDARY UTILITY OPERATIONS (WASTEWATER AND WATER)

The Regional District of Kootenay Boundary has taken over the management and general operations of certain utility services, including, but not limited to:

- Columbia Pollution Control Centre (CPCC) and associated works/equipment;
- Regional Wastewater Collection System(s) and associated works/equipment;
- Columbia Gardens Water System and associated works/equipment.
- Rivervale Water System and associated works/equipment
- Warfield Water Treatment

As a result, the Regional District of Kootenay Boundary has hired personnel (one Chief Operator position and three Operator Level II positions) to operate these facilities and associated works/equipment. This Letter of Understanding is intended to summarize the terms and conditions with respect to operational / maintenance duties associated with utility services.

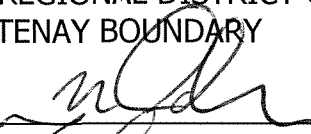
1. That facilities and their associated works/equipment receive daily maintenance activities as required throughout the year on a 24 hour, 7 day a week schedule.
2. That Operators of the facilities perform maintenance activities throughout the year on a rotational schedule, which shall be created on a yearly basis and in a fair and equitable manner. That schedule will consist of regular shifts that provide operational coverage between the hours of 7:00 am to 3:00 pm with a running lunch, Monday through Friday, and 7:00 am to 11:00 am Saturday's, Sunday's and statutory holidays. The schedule will also indicate when an Operator shall be on-call.
3. An Operator working during a Saturday and Sunday shift will bank two hours each day plus be provided a day off, in lieu of, on the Friday following that weekend shift.
4. The Operators scheduled to be on-call as per the rotational schedule is required to respond to all emergencies calls/situations regarding any facility and/or their associated works/equipment.

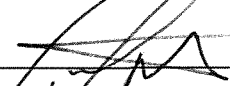
5. In the event of a call-out, the Operator will receive compensation in respect to Article 6 - Section 3 – On Call and Call Outs of the Collective Agreement in addition to the per diem on-call rate outlined above.

IN WITNESS WHEREOF the Parties have caused these presents to be signed by their respective officers thereunto lawfully authorized in that behalf, this 19th day of December 2017.

SIGNED ON BEHALF OF:
THE REGIONAL DISTRICT OF
KOOTENAY BOUNDARY


SIGNED ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2254

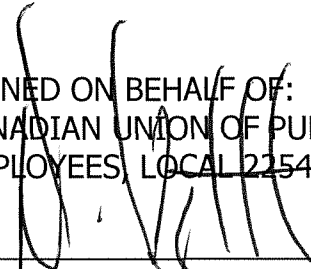





Theresa Anderson

Beth Bucyk







LETTER OF UNDERSTANDING #4

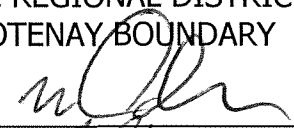
RE: AQUATIC EMPLOYEES AT GRAND FORKS AQUATIC

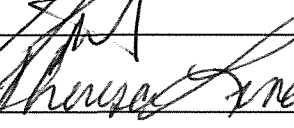
The aquatic employees at the Grand Forks Recreation with less than twenty (20) hours per week are considered part-time employees. These employees will accrue seniority on an hourly basis.

The seniority list for these employees will be calculated quarterly.

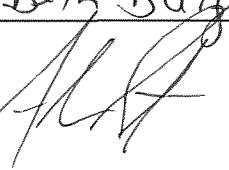
IN WITNESS WHEREOF the Parties have caused these presents to be signed by their respective officers thereunto lawfully authorized in that behalf, this 19th day of December 2017.

SIGNED ON BEHALF OF:
THE REGIONAL DISTRICT OF
KOOTENAY BOUNDARY

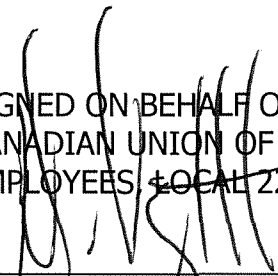


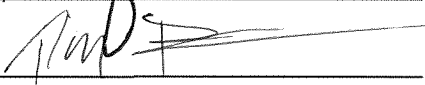


Beth Bugak



SIGNED ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 2254





LETTER OF UNDERSTANDING #5

RE: PARKS AND RECREATION ATTENDANT 1 – BENEFITS – LEO MORAND

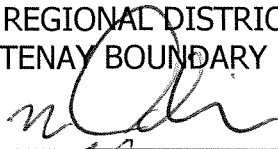
The Regional District of Kootenay Boundary has previously created a Parks and Recreation Assistant 1 position which works in Christina Lake. This is a seasonal position, working generally between March and October each year. The remainder of the year the position is laid off.

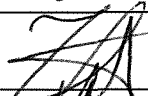
The employee in this position shall have the option of pre-paying fifty (50%) percent of the cost of continuing those benefits that can be carried through the lay-off period as a payroll deduction while working.

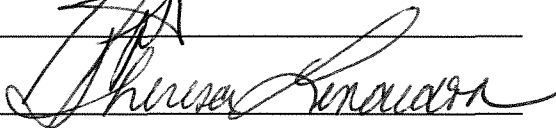
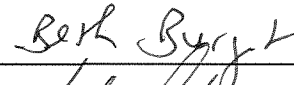
If this option is exercised by the employee, the employee will experience no interruption in those benefits that the benefit carrier will allow to be carried through a lay-off period.


IN WITNESS WHEREOF the Parties have caused these presents to be signed by their respective officers thereunto lawfully authorized in that behalf, this 19th day of December 2017.

SIGNED ON BEHALF OF:
THE REGIONAL DISTRICT OF
KOOTENAY BOUNDARY

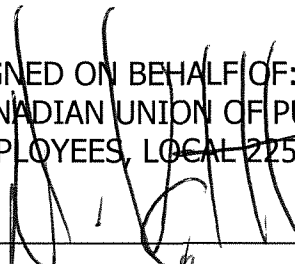


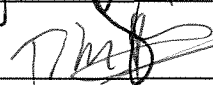




SIGNED ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2254





LETTER OF UNDERSTANDING #6

RE: RFA EMPLOYEES

Grand Forks Arena and Beaver Valley Arena employees will be classified as:

- RFA 1a Operator in Training
- RFA 1b Ice Facility Operator
- RFA 2 Refrigeration Operator
- RFA 3 Chief Engineer

The Parties agree that the management has the discretion of who will be the Lead Hand.

New Non-Ticketed Employees


The Parties agree that any new non-ticketed employee will enroll in the Refrigeration Operator Certification course or equivalent within twenty-four (24) months from the start of their employment. The Employer will pay the cost for the first and second exams if needed. If a third exam is needed the employee will be responsible for the cost.


The Parties agree that if the employee is not successful in passing the exam on the second attempt the Chief Administrative Officer and a Union designate will meet with the employee to discuss underlying problems.


IN WITNESS WHEREOF the Parties have caused these presents to be signed by their respective officers thereunto lawfully authorized in that behalf, this 17th day of December 2017.

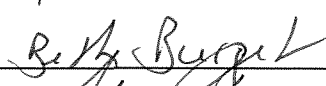
SIGNED ON BEHALF OF:
THE REGIONAL DISTRICT OF
KOOTENAY BOUNDARY


SIGNED ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2254

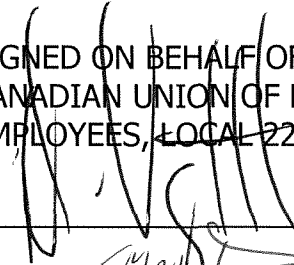















LETTER OF UNDERSTANDING #7


RE: POSTING OF VACANCIES THAT RESULT FROM LTD LEAVE FOR DONNA TENNANT


The Parties hereby agree that incumbents of positions who are on LTD and thereby away from the workplace hold such positions while away from the workplace.


Such positions may be posted as permanent after consultation between the Parties and filled in accordance with the Collective Agreement. Upon the return of the incumbent to her position the successful applicant will return to her former position and any other promotions that resulted from that original posting shall be reversed. Such applicants to these positions will be fully informed of the process. In the event that the return to the former position is not possible, full bumping rights shall be given to the successful applicant.

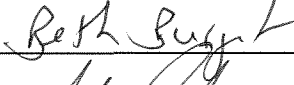
IN WITNESS WHEREOF the Parties have caused these presents to be signed by their respective officers thereunto lawfully authorized in that behalf, this 19th day of December 2017.


SIGNED ON BEHALF OF:
THE REGIONAL DISTRICT OF
KOOTENAY BOUNDARY



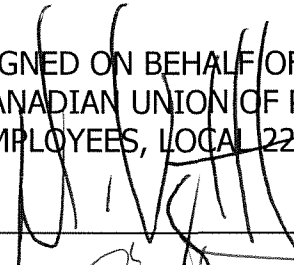









SIGNED ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2254





LETTER OF UNDERSTANDING #8

RE: Field Safety Representative

CUPE Local 2254 and the Employer agree to the following Field Safety Representative:

The Employer agrees to pay a maximum district-wide allowance of 7.5% percent of the established Building Maintenance 3 classification rate annually for the service of Field Safety Representative (FSR). The individual(s) will perform the duties as noted in the Safety Standards Act and the Electrical Safety Regulations.

All terms and conditions of the Collective Agreement will apply.

This Letter of Understanding shall remain in full force and effect until such time as this is altered or deleted by the mutual agreement of the Parties.

IN WITNESS WHEREOF the Parties have caused these presents to be signed by their respective officers thereunto lawfully authorized in that behalf, this 19th day of December 2017.

SIGNED ON BEHALF OF:
THE REGIONAL DISTRICT OF
KOOTENAY BOUNDARY

SIGNED ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2254

