



**COLLECTIVE AGREEMENT**

**Between**

**The Regional District of East Kootenay**

**And**

**Canadian Union of Public Employees**

**Local 2106**

***CUPE*** / *Canadian Union  
of Public Employees*

**January 1, 2022 to December 31, 2022**



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## DEFINITIONS

0.01 The following terms shall have the following meanings in this Agreement:

**Arena Employees** shall mean the following positions working 40 hours per week on a shift basis:

- Arena Maintenance Worker
- Arena Operator 1
- Arena Operator 2

**Base Community** Each position will have only one base Community, unless agreed by the employer, employee and the union at the time of appointment. This Community will be either designated as the Columbia Valley Community or Cranbrook Community. The Base Community will be considered the employees start and end point for their workday, except where an employee working in the field is scheduled to begin or finish their day from home, or where an employee is working from home for the day.

**Common Law** employee status shall mean an employee who has cohabitated with another person (including a member of the same sex) in a conjugal relationship for a continuous period of at least one (1) year.

**Employee** shall mean a person who is an "Employee" as defined in the *Labour Relations Code of BC*.

**Familiarization Period** shall mean the three (3) month period of time afforded to a regular employee who exercises their right to bump during a lay-off. The familiarization period is not a training period, but the period of time for the employee to familiarize themselves with the routine and requirements of the position to which they have bumped.

**Probationary Employee** shall mean a person hired to work on a regular and ongoing basis and who is presently serving their initial probationary period to determine suitability for employment as a regular employee. The probationary period may, at the discretion of Management, be extended up to three (3) calendar months or longer with the agreement of the Union. For clarification, the probationary period is the initial six (6) month period of time that a newly hired regular employee serves when first hired.

**Regular Employee** shall mean an employee, full or part-time, who has successfully completed the probationary period and is confirmed in a permanent position.

**Temporary Employee** shall mean an employee, full or part-time who is employed for a specified term not to exceed six (6) calendar months in a calendar year. The specified term may be extended by mutual agreement in writing between the parties. For the purpose of clarification, the six (6) calendar months in a given year does not apply to a temporary employee who is employed to relieve a regular employee on maternity, parental or other leave longer than six (6) months.

It is not the intention of the Employer to employ a temporary employee instead of employing a permanent employee. Temporary employees are primarily relief employees and may be employed to work full shifts or part shifts on an as/and when needed basis in capacities such as: sickness relief, vacation relief, leave of absence relief, temporary workload relief. It is agreed that the use of temporary employees will not result in a lay-off, nor a reduction of the regular hours of work, nor a loss of normally scheduled straight time wages, nor reduce access to overtime work of regular full-time or part-time employees.

**Trial Period** shall mean the six (6) month time period afforded to a regular employee who is the successful applicant for a job posting (see Article 8).

0.02 The Parties agree that this agreement is gender neutral.

## ARTICLE 1 - RECOGNITION OF THE UNION

### Section 1 - Sole Bargaining Agency

1.01 The Employer, or anyone authorized to act for it, recognizes the Union as the sole bargaining agency for all employees of the Employer covered by this Agreement. The Employer consents and agrees to negotiate with the Union concerning any and all matters affecting the relationship between the Employer 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 Employer under provisions of the *Labour Relations Code of BC*.

#### 1.02 No Other Agreement

No employee shall be required or permitted to make a written or verbal agreement with the Employer or their representative, which may conflict with the terms of this Collective Agreement. The Employer shall not bargain with or enter into any Agreement with an employee or group of employees in the Bargaining Unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union.

##### (1) Correspondence

Unless otherwise stated in the agreement, all correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Chief Administrative Officer and the President of the Union.

### Section 2 - Union Shops

1.03 All employees of the Employer as designated under the *Labour Relations Code of BC* as a condition of continued employment, shall become and remain members in good standing of the Union according to the Constitution and Bylaws of the Union. All new employees shall as a condition of continued employment, become and remain members of good standing in the Union within thirty (30) calendar days of employment.

1.04 The Employer agrees that all employees, presently members of the Union or who shall hereinafter become members of the Union, shall as a condition of employment remain members of the Union during the life of this Agreement.

### Section 3 – Union Check-Off and Induction

1.05 The Employer shall deduct from every employee referred to in Clause 1.03, Union dues, fees, and general assessments levied by the Union of its members. The Union will provide a standard authorization form for such deductions. As a condition of employment, all employees covered by the Union Certificate of Bargaining Authority shall pay a bi-weekly



fee to the Union equal to the Union's bi-weekly dues. This deduction shall be made by the Employer and submitted to the Union every two (2) weeks.

- 1.06 Deductions shall be accompanied by a complete list of all employees from whose wages the deductions have been made together with the amounts.

#### **Section 4 - Discrimination and Harassment**

##### **1.07 (1) Discrimination**

- (a) The Employer and the Union recognize the right of all employees to work in an environment free from discrimination. The Union and the Employer agree that there shall be no intimidation or discrimination against any employee of the Employer, and both shall comply in all respects to the *Human Rights Code of BC*.
- (b) The Employer and the Union agree to cooperate in resolving any complaint alleging discrimination and such complaints shall be treated seriously and in strict confidence and may be addressed through the grievance procedure.

##### **(2) Harassment and Bullying**

- (a) The Employer and the Union recognize the right of all employees to work in an environment free from harassment and bullying which includes any inappropriate conduct or comment by a person towards a worker that the person knew or reasonably ought to have known would cause that worker to be humiliated, offended or intimidated, but excludes any reasonable action taken by the Employer or supervisor related to the management and direction of workers or the place of employment.
- (b) The Employer and the Union agree to cooperate in resolving any complaint alleging harassment and/or bullying and such complaints shall be treated seriously and in strict confidence and may be addressed through the grievance procedure.

##### **(3) Activities as a Union Member**

The Employer agrees that there shall be no intimidation or discrimination against any member of the Union because of their activities as a member of the Union.

## **Section 5 – Managerial Exclusions**

1.08 It is agreed that the following positions shall be excluded from the terms of this Agreement:

- Accountant
- Assistant Fire Chief
- Building Supervisor
- Chief Administrative Officer
- Corporate Officer
- Chief Financial Officer
- Communications Manager
- Deputy Corporate Officer
- Deputy Chief Financial Officer
- Deputy Fire Chief
- Engineering Services Manager
- Environmental Services Manager
- Executive Assistant
- Fire Chief
- General Manager of Operations
- Human Resources Manager
- Human Resources Coordinator
- Manager Protective Services
- General Manager Development and Protective Services
- Parks Foreman
- Planning Supervisor
- Recreation Services Superintendent
- Solid Waste Superintendent
- Utilities Superintendent

## **Section 6 – Union Representation**

1.09 The Employer agrees that the Union shall have the right to appoint or elect a Union Steward. In representing an employee or group of employees, an elected or appointed Officer of the Union shall be the Spokesperson. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

1.10 A Union Officer shall be provided the opportunity of interviewing a new employee within regular working hours, without loss of pay for a maximum period of 30 minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties for Union membership and their responsibilities and obligations to the Employer and the Union.

**Section 7 – Time Off – Investigations and Settlements**

- 1.11 Upon application to and receiving the permission of the Human Resources Manager in each specific case, time spent in investigation and the settling of disputes by the Union Officer shall be considered as time worked provided the Union Officer signs a statement or form which sets out the purpose and such time is recorded.

**Section 8 – Access to Personnel Files**

- 1.12 (a) An employee shall have the right, subject to reasonable notice, to have access to and review their personnel record.
- (b) No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing. An employee shall have the right to make copies of any material contained in their personnel record.
- (c) The Employer shall remove all letters of discipline, excluding those concerning discrimination and/or harassment, from an employee's personnel file after twenty-four (24) months of discipline free conduct by the employee.
- (d) The Employer shall remove any letter of discipline concerning discrimination and/or harassment, from an employee's personnel file after eight (8) years of discrimination and/or harassment free conduct by the employee.
- (e) Sections (c) and (d) of this clause operate independently of each other.

**Section 9 – Right of Representation**

- 1.13 (1) The Union or any member shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees or any other advisor when dealing or negotiating with the Employer upon notifying the Employer's representative responsible for the work area. The Employer shall inform the member of such rights.
- (2) Such representative or advisor shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement, subject to the representative or advisor notifying the Employer and receiving the Employer's approval.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

- 2.01 The Union recognizes the right of the Employer to operate and manage its business, and to make and alter from time to time rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with this Agreement. Nothing in this Agreement shall be interpreted as interfering in any way with the Employer's right to extend, limit, curtail, or shut down its operations, or any part of its operations, when, in its sole discretion, the Employer may consider it advisable so to do. The Employer shall always have the right to hire, discipline, demote and discharge employees for just cause. The Employer shall exercise its rights in accordance with the terms of this Agreement in a fair and equitable manner.
- 2.02 Any rights of management, which are not specifically mentioned in this Agreement and are not contrary to its intention, shall continue in full force and effect for the duration of this Contract.

## **ARTICLE 3 – TECHNOLOGICAL CHANGE, AUTOMATION AND OTHER CHANGES**

### **Section 1 – Notice of Displacement**

- 3.01 The Employer will give to the Union, in writing, at least ninety (90) calendar days notice of any intended technological change that:
- (1) affects the terms and conditions or security of employment of an employee to whom this Collective Agreement applies, and
  - (2) alters significantly the basis upon which the Collective Agreement applies.

### **Section 2 – Technological Displacement**

- 3.02 During the term of this Agreement any disputes arising in relation to adjustments to technological change shall be discussed between the bargaining representatives of the two (2) parties to the Collective Agreement.
- 3.03 Where the Employer introduces or intends to introduce a technological change that:
- (1) affects the terms and conditions, or security of employment of an employee to whom this Collective Agreement applies; and
  - (2) 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 5 of this Collective Agreement, by-passing all other steps in the grievance procedure.
- 3.04 The Arbitration Board shall decide whether or not the Employer has introduced or intends to introduce a technological change, and upon deciding that, the Arbitration Board:
- (1) shall inform the appropriate Provincial Ministry of its findings; and
  - (2) may then or later make any one or more of the following orders:
    - (a) 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;
    - (b) that the Employer will not proceed with the technological change for such period, not exceeding ninety (90) calendar days, as the Arbitration Board considers appropriate;
    - (c) that the Employer reinstate any employee displaced by reasons of technological change;

- (d) that the Employer pay to that employee such compensation in respect of their displacement as the Arbitration Board considers reasonable;
- (e) that the matter be referred to the Labour Relations Board (under Section 98 of the *Labour Relations Code of BC*).

### **Section 3 – Other Changes**

3.05 If the Regional District is disbanded the Union and the Employer will make every reasonable effort to try and ensure the re-employment of redundant employees.

## ARTICLE 4 – DISCUSSION OF DIFFERENCES

### Section 1 – Union/Management Meetings

- 4.01 A Labour Management Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public and job security of the employees.
- 4.02 (1) On the request of either party, the parties must meet at least once every two (2) months for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this agreement.
- (2) The purpose of the Labour Management Committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity.
- 4.03 The Committee shall meet at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.
- 4.04 A representative of the Employer and a Union representative shall be designated as joint Chairpersons and shall alternate in presiding over meetings.
- 4.05 Minutes of each meeting of the Committee shall be prepared and signed by the joint Chairpersons as promptly as possible after the close of the meeting. The Union and the Employer shall each receive signed copies of the minutes within three (3) working days following the meeting.
- 4.06 The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

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

## **ARTICLE 5 – GRIEVANCE PROCEDURE**

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement. In the event that any difference arises between the parties out of the interpretation, application, administration or any alleged violation of this Agreement, including any difference arising from the suspension or dismissal of any employee and including any question or difference as to whether the matter is arbitrable, such question or difference shall be finally and conclusively settled without stoppage of work in the following manner.

### **Section 1 – Grievance Procedure Steps**

#### **5.01 Step 1**

The individual employee or employees concerned, with their Union Steward or Union General Grievance Committee member (at the employee's option), shall first discuss and endeavour to settle the dispute with their immediate Supervisor within twenty-five (25) days of the occurrence of the grievance. Should a settlement not be agreed upon at this stage, then:

#### **5.02 Step 2**

The grievance shall be reduced to writing, signed by the employee and/or the Union Steward and/or member of the Union General Grievance Committee and shall be presented to the Department Head. Within seven (7) days after its submission to the Department Head, the Union Steward and Union Representative and employee or employees if they desire to attend, shall meet with the Department Head to discuss and endeavour to settle the grievance. Failing a satisfactory settlement at this stage within ten (10) days, then:

#### **5.03 Step 3**

The grievance shall be a matter of discussion between the employee or employees concerned, if they desire to attend the meeting, and their Union Representatives and the Chief Administrative Officer. Failing to reach a satisfactory settlement of the grievance within five (5) days after its submission to the Employer's Representative as indicated above, then:

#### **5.04 Step 4**

A meeting of the Committee on Labour Relations/Grievances of the Employer and the Union General Grievance Committee shall meet within five (5) days of a written request for such a meeting to discuss and endeavour to settle the grievance. Failing to reach a satisfactory settlement of the dispute within twenty-five (25) days after such meeting has taken place, then the dispute may be referred to arbitration as provided in Article 6.

#### **5.05 Time Limits**

The time limits in the above Article may be varied and/or extended only by mutual agreement between the parties.



## **Section 2 – Policy Grievance**

- 5.06 Any question of a general application or any dispute regarding the interpretation of or violation of this Agreement shall be discussed by the Committee on Labour Relations/Grievances and the Union General Grievance Committee in an attempt to settle the matter. Failing a satisfactory settlement within five (5) days of its submission and/or discussion, the Employer or the Union shall have the right upon giving five (5) days notice in writing to the other Party, to refer the dispute to an Arbitration Board in accordance with Article 6.

## **Section 3 – Days**

- 5.07 Wherever the word “days” is used in this Article with reference to length of time, it shall mean “working days” unless otherwise specified.

## **ARTICLE 6 – ARBITRATION**

### **Section 1 – Composition of Board**

- 6.01 Should the Committee on Labour Relations/Grievances and the Union General Grievance Committee fail to settle any difference, grievance or dispute whatsoever arising between the Employer and the Union, or the employee concerned, such difference, grievance or dispute shall be referred to an Arbitration Board consisting of three (3) members.
- 6.02 One member is to be appointed by the Committee on Labour Relations/Grievances, one by the Union and the third shall be the Chairperson of the Arbitration Board, as chosen by the two (2) thus appointed, or failing such appointment within two (2) weeks after either party has given notice to the other requiring that such appointment be made, by the Minister of Labour for the Province of British Columbia, upon the application of either party. The decision of the said arbitrators, or any two (2) of them, made in writing in regard to any difference or differences shall be final and binding upon the Employer, the Union and the employee concerned.

### **Section 2 – Expenses of Arbitration Board**

- 6.03 Each party shall bear the expense of the arbitrator appointed by such party, and shall pay one half (½) of the expenses of the Chairperson.

### **Section 3 – Authority of Arbitration Board**

- 6.04 The Arbitration Board shall have the power to settle the terms of the question to be arbitrated. At no time shall an Arbitrator be vested with the power to change, modify or alter any of the terms and conditions of this Collective Agreement.

### **Section 4 – Single Arbitrator**

- 6.05 Notwithstanding the above, the parties may by mutual agreement, refer the dispute to a single arbitrator, with each party paying one half (½) of the costs of such single arbitrator. The single arbitrator shall have the same powers as an Arbitration Board. Failing agreement to the appointment of a single arbitrator, the dispute shall be referred to a three (3) person Board as per Clause 6.02 of this Agreement.
- 6.06 Throughout the grievance arbitration procedure no grievance shall be deemed invalid by reason of defect in form, technical irregularity or procedural error and the Board of arbitration or single arbitrator shall have the power to relieve against such conditions on such terms as may be just and reasonable.

## **ARTICLE 7 – SENIORITY**

### **Section 1 – Definition of Seniority**

- 7.01 Seniority shall be defined as the length of service with the Employer in the bargaining unit. Seniority shall operate on a bargaining unit-wide basis.

### **Section 2 – Calculation of Seniority: Probationary Period**

- 7.02 Upon completion of the probationary period an employee's seniority shall be effective from the original date of employment. During the probationary period, the employee shall be entitled to all rights and benefits of the Collective Agreement as per clause 13.01 of this Agreement.

### **Section 3 – Transfer to Excluded Position**

- 7.03 An employee who leaves the bargaining unit to fill an excluded position on a permanent basis and who returns to the bargaining unit within a six (6) month period shall be credited only with seniority accumulated prior to leaving the bargaining unit. However, bargaining unit seniority shall continue to accrue when an employee fills a temporary excluded vacancy for Maternity Leave, Parental Leave, General Leave of Absence or Long Term Disability. The Employer shall deduct from these employees any dues, fees or assessments levied by the Union on its members and based on the wage rate of the position vacated by the employee at the time of transfer. No employee shall be transferred to a position outside the bargaining unit without their consent.

### **Section 4 – Reduction in Work Force/Lay-Offs and Recall**

- 7.04 **Lay-off** - A lay-off shall be defined as a temporary cessation of active regular employment in accordance with Clause 7.06 or a reduction in the full time hours of work of a regular employee as defined in this Agreement. If a reduction of office staff is necessary, the following procedure shall be adopted:

The employee with the least amount of seniority in a job classification will be the first laid off from that job. That employee may in turn displace an employee with less seniority in the same or lower salary grade provided that the displacing employee has the qualifications to satisfactorily perform the job. Employees, who are displaced from their jobs as a result of such a bump-back procedure, may themselves move back and displace employees having less seniority than themselves in the same or lower salary grade provided such employees have the qualifications as specified in the job description. The Employer shall determine whether employees have the qualifications, in a fair and equitable manner. An employee who exercises their right to bump shall be granted a familiarization period of three (3) calendar months and shall be paid the Scale B rate for the position.

- 7.05 Unless legislation is more favourable to the employee, the Employer shall notify all regular employees who are to be laid off ten (10) working days prior to the effective date of lay-off. Upon completion of three (3) years service of employment, the amount of notice or pay in lieu is increased to three (3) weeks and an additional week of notice or pay in lieu is added for each additional year of employment up to eight (8) years. The maximum requirement is eight (8) weeks of written notice or pay in lieu upon completion of eight (8) or more years of employment.
- 7.06 Any regular employee who is laid off shall be placed on a recall list for a period of eighteen (18) months.
- 7.07 The Employer agrees to pay the full coverage for the following benefit plans for employees laid off for periods of less than three (3) months: BC Medical, Life Insurance, Accidental Death & Disablement, Dental and Extended Health. In the event of a longer lay-off, employees so affected shall have the right to continue this coverage through direct payments.
- 7.08 It shall be the responsibility of an employee who has been laid off to notify the Employer of their current telephone number, residential address, and postal address. The Employer shall attempt to contact a laid off employee at the telephone number or residential address so provided, to instruct the employee of the date and time to report for work. Failing personal contact, the Employer shall send a registered letter to the employee's most recent postal address provided by the employee. The employee must respond to such notice within fourteen (14) calendar days of receiving it or lose rights of seniority and recall; however, an employee who is prevented from responding to a recall notice because of illness or other reasons beyond the employee's control shall not lose rights thereby but such employee may be by-passed for the position available. An employee by-passed as provided above will remain on the recall list for the remaining recall period.

#### **Section 5 – Seniority List**

- 7.09 The Employer shall maintain an up-to-date seniority list of all bargaining unit employees. An up-to-date seniority list shall be sent to the Treasurer of the Union upon written request from the Union.

#### **Section 6 – Loss of and/or Continuing Seniority**

- 7.10 No seniority shall accrue for short terms of temporary work except that a temporary employee who attains regular status shall have seniority credited from the last date of entry as an employee of the Employer as provided in Article 7 Clause 7.02.
- 7.11 Except as provided in Clause 7.03, an employee who leaves the bargaining unit and subsequently returns will be considered a new employee from the date of re-entering the unit for the purpose of determining seniority credit.
- 7.12 An employee on approved leave of absence without pay will accrue seniority to a maximum of ninety (90) calendar days.

- 7.13 An employee on leave of absence on Union business (under Article 9 Clause 9.03), or on sick leave or extended sick leave (under Article 12 Clauses 12.01 and 12.05) will continue to accrue seniority.
- 7.14 An employee laid off and placed on the recall list under Article 7 Clause 7.06 will retain and continue to accumulate seniority during the period of lay-off.
- 7.15 Subject to provisions contained in this Agreement, an employee shall not lose seniority rights and will, except as otherwise provided in this Agreement, continue to accrue seniority if they are absent from work because of sickness, accidents, lay-off or approved leave of absence. An employee shall only lose seniority in the event:
- (1) They are discharged for just cause and not reinstated.
  - (2) They resign in writing and do not withdraw their resignation within two (2) working days.
  - (3) They are absent from work in excess of five (5) working days without notifying the Employer, unless such notice was not reasonably possible.
  - (4) They fail to return to work following a lay-off within fourteen (14) calendar days of 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 Employer informed of their current address.
  - (5) They are laid off for a period of eighteen (18) months or longer.

## **ARTICLE 8 – JOB DESCRIPTIONS, POSTINGS, VACANCIES AND APPOINTMENTS**

### **Section 1 – Job Descriptions**

- 8.01 (a) The Employer agrees to maintain up-to-date job descriptions for all positions for which the Union is the bargaining agent.
- (b) The Employer shall prepare a new job description whenever a job is created or whenever the duties or responsibilities of an existing job substantially change.

### **Section 2 – Notice of New Positions**

- 8.02 In the event the Employer establishes any new Union position, the classification and wage of this new position shall be established by the Employer and written notice shall be given to the Union to negotiate and resolve the classification and wage rate. In the event the parties are unable to resolve the dispute, then it will be referred to arbitration pursuant to Article 6.

### **Section 3 – Job Postings**

- 8.03 It is agreed and understood that where Union job vacancies exist or new Union positions are created, notice thereof will be posted on the Regional District employee intranet for a period of five (5) working days and a copy emailed to the President of the Union. Such postings and notice to contain the following information: nature of position, required ability, wage rate or salary range and community position is based out of, which may be amended at the time of appointment. The Employer will notify all employees by email when job postings are placed on the employee intranet. The Employer agrees to advise the President of the Union in writing of the name of the successful applicant within five (5) working days of the appointment.

### **Section 4 – Job Applications**

- 8.04 No new employees shall be hired until such posting has elapsed and present regular employees have had the opportunity to apply for and been given due consideration for such vacated or created position. The Union shall receive copies of all such postings.

### **Section 5 – Promotion and Transfer**

- 8.05 The Employer agrees that in making staff changes, transfers, or promotions, appointment shall be made of the applicant having the qualifications and ability to do the job. Where more than one (1) employee in the bargaining unit applies for the same position, the most senior applicant shall be awarded the position provided the employee possesses the qualifications and ability to do the job. The Employer shall determine qualifications and ability in a fair and equitable manner.

## Section 6 – Trial Period

8.06 The successful applicant shall be given a trial period of six (6) calendar months during which time they shall be paid the Scale R rate for the position. In cases of promotion requiring higher qualifications than the employee possesses, the employee shall be paid the Scale P rate for the trial period. If such an employee is the successful applicant, they shall be paid the Scale R rate upon completion of the trial period. The trial period may be extended subject to the written agreement of both parties. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority. During the trial period the successful applicant will receive the necessary training/familiarization for the position. The Employer shall notify the employee in writing of any dissatisfaction concerning their work throughout the trial period. This notification shall include particulars of work performance which led to such dissatisfaction.

## Section 7 - Relieving in Higher and Lower Positions

8.07 (1) Employees relieving another employee being paid a higher rate of pay shall be paid in accordance with the following table:

Status of Relieving Employee	Status of Employee Being Relieved	Pay Scale
Regular	Regular	R
Regular	Probationary	P
Probationary	Regular or Probationary	P
Temporary	Regular or Probationary	P

Except that if Scale P is lower than or the same as the relieving employee's regular rate of pay, then Scale R shall be paid.

- (2) When an employee is required to temporarily relieve in an excluded position, they shall receive seventy-five percent (75%) to ninety percent (90%) of the incumbent's current wage based on experience of the relief employee and the duties that will be undertaken during the relief period. The final decision on the percentage to be applied shall rest with the Chief Administrative Officer.
- (3) The absence of an excluded employee/department head due to vacation does not automatically mean that a temporary relief position is required. Temporary relief in excluded positions is only created when an employee is required to perform the principal duties of an excluded position.

- (4) For the purpose of this section, appointments of employees to a higher paid position must be authorized in writing by the Manager of the Department and the Chief Administrative Officer.

8.08 When an employee is appointed to a position paying a lower rate, their rate shall not be reduced.

### **Section 8 – Temporary Vacancies**

- 8.09 (1) When filling temporary bargaining unit vacancies exceeding twenty (20) working days duration, the Employer must post as per subsection (2) within five (5) days of becoming aware of the duration of the vacancy. The Employer will consider applications from regular employees. In filling such temporary vacancies, the Employer shall appoint the applicant having the qualifications and ability to do the job. Where more than one (1) employee in the bargaining unit applies for the same temporary vacancy, the most senior applicant shall be awarded the position provided the employee possesses the qualifications and ability to do the job. The Employer shall determine qualifications and ability in a fair and equitable manner.
- (2) Notice of temporary vacancies shall be posted on the Regional District employee intranet for a minimum of three (3) working days before an appointment is made.
- (3) Where a regular employee is assigned to a temporary position, they shall be returned to their former position upon completion of the temporary term.

### **Section 9 – Change in Classifications**

- 8.10 Whenever the duties or responsibilities of a job are substantially changed by the Employer, the new rate of pay or classification shall be subject to negotiations between the Employer and the Union.

Whenever the Union, or the employee occupying that position, feels that a job is incorrectly classified, the pay is insufficient, or the duties and responsibilities in a job description require amendment, the following process will be used to negotiate and settle any differences with the Employer:

A new job description will be drafted, if required, and a justification for a review of the job's classification or salary will be prepared by the Union or the employee, whoever is requesting the reclassification.

The request for reclassification will first be delivered to and discussed with the Department Manager. The Department Manager will then forward the request along with their recommendation to the Human Resources Manager at which point it will be subject to negotiations between the Employer and the Union. The final decision regarding any change to a job description, salary or classification will rest with the Employer and will be made no



more than one hundred twenty (120) calendar days after the Union or employee forwards the application for reclassification.

If the parties are unable to agree on the classification, change to job description or rate of pay, or a request for reclassification, then such dispute may be submitted to the grievance procedure for determination. The new rate shall become retroactive to the time the new position was first filled by the employee or the date of change in job duties, whichever comes first or as otherwise agreed to by both parties.

## ARTICLE 9 – LEAVE OF ABSENCE

### Section 1 – General Leave

- 9.01 (1) A regular employee desiring leave of absence for any reasons other than for Union conventions as provided for in Clause 9.03 or maternity and parental/adoption leave as provided for in Clause 13.10 may obtain such leave of absence for good and sufficient cause, for a maximum of one year, subject to receiving the approval of the Chief Administrative Officer. Such requests shall be submitted, in writing, to the Human Resources Manager, as follows:
- (a) for a leave of absence of up to three (3) months, at least fifteen (15) working days prior to the requested start date of the leave of absence; Such decision shall be made within ten (10) working days upon receipt of the requested leave. or
  - (b) for a leave of absence between three (3) months and six (6) months, at least forty-five (45) working days prior to the requested start date of the leave of absence; Such decision shall be made within twenty (20) working days upon receipt of the requested leave. Or
  - (c) for a leave of absence greater than six (6) months, but not exceeding one (1) year, at least one hundred twenty (120) working days prior to the requested start date of the leave of absence. Such decision shall be made within twenty (20) working days upon receipt of the requested leave.

In extenuating circumstances, the parties may agree to revise the time periods noted in (a), (b) and (c) above. A request for an extension to the approved general leave of absence period must also be made in accordance with this Clause and the combined period of the original approved leave and the requested extension shall not exceed one (1) year.

- (2) Where a regular employee is granted leave of absence under Clause 9.01(1), the following conditions will apply:
- (a) the leave will be without pay;
  - (b) seniority will accrue in accordance with Clause 7.12;
  - (c) statutory holidays will not be paid in accordance with Clause 11.01;
  - (d) paid vacation entitlement will be reduced in accordance with Clause 11.05(4);
  - (e) life insurance, accidental disablement, extended health, dental, and Medical Services Plan of BC benefit premiums will continue to be paid by the Employer for a maximum of three (3) months after which the employee shall have the right to continue this coverage through direct payments; and
  - (f) no other group benefits will be available to the employee.

- (3) (a) Employees intending to return from general leave of absence prior to the date approved in the original request, must submit, to the Human Resources Manager, written notice of their intention to return to work. Such notice must be submitted at least fifteen (15) working days prior to the requested return-to-work date.
- (b) Opportunities for early return from a general leave will be established by the employer at time of approval of the leave.
- (c) In extenuating circumstances, employees may return from general leave of absence prior to the date approved in the original request. Employees returning early from general leave of absences where their position has been filled on a temporary basis, may be placed in an alternate position, with the same pay, until such time that the original approved general leave return date.

## **Section 2 – Union Business Leave**

9.02 The Employer agrees to grant time off during any working day to Officers of the Union for Union purposes provided that such time shall not exceed a total of fourteen (14) working hours in any one (1) month and the salary paid for such time with an added twenty-five (25%) to cover benefits shall be recovered from the Union. The Officer of the Union must advise the Chief Administrative Officer not less than twelve (12) hours in advance of the Union business leave. A written list of the names of such Officers in the employ of the Employer shall be forwarded to the Employer for this purpose.

### **9.03 Leave of Absence – Union Conventions/Training**

- (1) The Employer agrees to grant leave of absence to any two (2) duly elected to attend conventions or training workshops at any one (1) time, without pay, for the business purposes of the Union up to a maximum of ten (10) working days per year, provided that at least four (4) weeks' notice, in writing, is given to the Chief Administrative Officer and further, providing that two (2) employees from the same department shall not be given simultaneous leave.
- (2) It is agreed that for those employees who have been granted leave of absence without pay for the business purposes of the Union up to a maximum of ten (10) working days per year, regular salary payments will continue and the amounts in question together with an added twenty-five percent (25%) to cover benefits will be recovered from the Union.

## **Section 3 – Collective Bargaining Leave**

9.04 Bargaining representatives in the employ of the Employer shall have the right to attend collective bargaining meetings, if negotiating for a new Agreement and if held during regular working hours, without loss of remuneration, whose number for the purposes of this section shall not exceed a total of three (3) employees at any one (1) time. The Employer will cover

the wages of two (2) employees and the Union will cover the wages plus an additional cost of twenty-five percent (25%) for benefits of one (1) employee.

#### **Section 4 – Bereavement Leave**

9.05 A regular or probationary employee shall be granted up to three (3) working days off with pay, per occurrence, and without loss of seniority and benefits in the case of a death of a member of the employee's immediate family, that is:

- spouse, common-law spouse
- child, common-law child, stepchild, foster child, grandchild, common-law grandchild, step-grandchild
- parent, stepparent, grandparent, step-grandparent, parent-in-law, common-law parent-in-law, stepparent-in-law, grandparent, grandparent-in-law
- sister, stepsister, brother, stepbrother, brother/sister-in-law, and common-law brother/sister-in-law.

In the event the funeral/service of the deceased person is held beyond a three hundred (300) kilometer radius of the employee's workplace, the employee shall be granted an additional two (2) working days off with pay, PROVIDED THAT the employee attends the funeral/service of such deceased person.

#### **Section 5 – Jury/Court Leave**

9.06 In the event an employee is required to perform Jury Duty on a day on which they would normally have worked, the employee will receive pay for such duty at their regular straight time hourly rate of pay for their regularly scheduled hours of work. It is understood that such payment shall not be for hours in excess of seven (7) hours per day or thirty-five (35) hours per week or, for Arena Employees 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 Employer. The employee shall return to work if dismissed by the Court before 12:30 p.m.

#### **Section 6 – Special Leave**

9.07 A regular or probationary employee shall be allowed paid special leave as follows:

- Marriage of the employee - one (1) working day per calendar year to be taken the day of, or the working day immediately before or after, the day of marriage.
- Birth of an employee's child - one (1) working day to be taken the day of, or the working day immediately before or after, the day of the child's birth.
- Serious household or domestic emergency - two (2) working days per calendar year - including illness in the immediate family requiring the care of a regular or probationary employee and when no one at the employee's home other than the employee can provide the care of the ill immediate family member. Immediate family member shall include those who are listed and reside in the same dwelling as the employee:

- spouse, common-law spouse
- child, common-law child, stepchild, foster child, grandchild, common-law grandchild, step-grandchild
- parent, stepparent, parent-in-law, common-law parent-in-law, stepparent-in-law.
- grandparent, grandparent-in-law

or where such immediate family member listed below does not reside in the same dwelling as the employee.

- parent, stepparent, parent-in-law, common-law parent-in-law, stepparent-in-law, child, common-law child, stepchild.

### **Section 7 – Accommodation for Disabled Employees**

- 9.08 Where an employee is unable, through injury or illness, to perform their normal duties, the Employer will attempt to provide the employee with other alternate suitable employment, up to the point of undue hardship, and in accordance with provincial and federal statutes and regulations.

## **ARTICLE 10 – HOURS OF WORK, OVERTIME, ON CALL/CALL-OUT AND WAGES**

### **Section 1 – Hours of Work**

- 10.01 Except as noted in Clause 10.03, or as agreed upon between the union and employer at the time a position is posted, the basic work day for full time employees shall be seven (7) hours between the hours of 8:30 a.m. and 4:30 p.m. and the basic work week shall be thirty-five (35) hours, Monday to Friday inclusive. The basic work day for part-time employees shall be between the hours of 8:30 a.m. and 4:30 p.m. and the basic work week shall be up to a maximum of thirty-five (35) hours per week, Monday to Friday inclusive. The basic work day and work week for part-time employees may be varied subject to agreement in writing between the parties.
- 10.02 Except as noted in Clause 10.03, the regular work day for employees working out of the Cranbrook RDEK office shall be seven (7) hours from 8:30 a.m. to 4:30 p.m. with one hour off for lunch. The regular work day for employees working out of the Columbia Valley RDEK office shall be seven (7) hours from 8:30 a.m. to 12:00 p.m. and 1:00 p.m. to 4:30 p.m.
- 10.03 (1) The regular work day for the Chargehand, Operators and Operations Maintenance Workers in the Engineering Services Department and Environmental Services Department shall be seven (7) hours from 8:30 a.m. to 4:00 p.m. with one-half (1/2) hour off for lunch.
- (2) During emergency events, employees may be required to participate in the emergency management effort, which may include working irregular hours such as evening and weekends.
- a. During these emergency events working in the emergency management efforts, an employee may request changing their regular 7-hour (or modified work hours) day to be outside the regular hours and work week identified in Clause 10.01, which may include working evenings and weekends in lieu of the regular work week.
- (3) This clause applies only to Arena Employees:
- (a) Arena Employees will be scheduled to reflect facility hours of operation and operational requirements.
- (b) All work schedules will be prepared a minimum of fourteen (14) days in advance.
- (c) Where reasonable and possible, the shift schedule may be amended with notice to affected Arena Employees up to twenty-four (24) hours prior to commencement of shift.

- (d) Shift changes requested by an Arena Employee, within forty-eight (48) hours of a scheduled shift will be approved for the following reasons only: sickness, accident, emergency or authorized leave of absence.
- (e) For full-time Arena Employees the work week shall constitute forty (40) working hours.
- (f) Arena Employees shall receive two (2) consecutive days of rest in each seven (7) day period.
- (g) The Employer shall schedule Arena Employees working more than five (5) hours per shift for either one (1) unpaid, thirty (30) minute lunch break or one (1) paid thirty (30) minute running lunch. During a running lunch, Arena Employees must be available for work and cannot leave the worksite.
- (h) Shift schedules shall be filled by qualified Arena Employees on the basis of seniority and availability.

## **Section 2 – Relief Periods**

- 10.04 (1) Except as noted in clause 10.04 (2), two relief periods per day of fifteen (15) minutes each, one in the morning and one in the afternoon shall be provided without loss of pay.
- (2) This clause applies to Arena Employees:
- (a) Arena Employees shall be permitted to a paid rest period of fifteen (15) consecutive minutes if the shift is from four (4) to six (6) hours.
  - (b) Arena Employees shall be permitted to a paid rest period of fifteen (15) consecutive minutes in each half of the shift if the shift is in excess of six (6) hours.

## **Section 3 – Overtime**

### **10.05 Overtime Premiums**

- (1) Except as outlined in Clause 10.05(2), all time worked before or after the regularly established working day or in excess of seven (7) hours per day, Monday to Friday shall be considered overtime and paid for at one and one-half (1 ½) times the Employee's straight time rate. All overtime in excess of three (3) hours in a day to be paid for at two (2) times the employee's straight time rate.

- (2) This clause applies to Arena Employees:
- (a) For Arena Employees, overtime shall mean all time worked at the request of the Employer in excess of ten (10) hours per day or forty (40) hours per week.
  - (b) For Arena Employees overtime shall be paid as follows:
    - i. For each scheduled workday, one and one-half (1 ½) times the regular hourly rate of pay for the first three (3) hours and two (2) times the hourly rate of pay thereafter.
    - ii. For cumulative hours worked on scheduled days of rest, one and one-half (1 ½) times the regular hourly rate of pay for the first three (3) hours and two (2) times the regular rate of pay thereafter.
- 10.06 For all employees, except for Arena Employees, time worked on Saturday shall be considered as overtime and paid at the rate of one and one-half (1 ½) times the employee's straight time rate for the first three (3) hours. Any time worked in excess of three (3) hours on a Saturday will be paid at the rate of two (2) times the employee's straight time rate. Time worked on Sundays shall be considered as overtime and paid at two (2) times the employee's straight time rate.
- 10.07 Employees may decline overtime on a seniority basis providing there are other employees available who, in the opinion of the Employer, are qualified to perform the work. In such cases, the junior employees cannot decline to work overtime.
- 10.08 Employees will be allowed to accumulate an unlimited amount of overtime in an Overtime Bank. Employees who work overtime may request time off in lieu of overtime pay, to a maximum of one hundred five (105) hours in a calendar year, but such time off must be taken at a time mutually agreed upon with the Employer. The length of time off with pay for the purpose of this clause shall be equal to the straight time equivalent to the overtime earnings. Employees may utilize up to seventy (70) hours in this Bank, beyond the maximum of one hundred five (105) hours in a calendar year upon notifying the Employer, in writing, that the employee is retiring. This time in the bank can be accessed immediately prior to retirement as time worked.

#### **Section 4 - Overtime – Meal Period**

- 10.09 An employee requested to work overtime beyond the regular work day and away from their regular place of employment (Cranbrook office, Columbia Valley office or Eddie Mountain Memorial Arena, as the case may be) shall be allowed a one (1) hour meal period paid at the applicable straight time rate of pay provided such overtime is in excess of two (2) consecutive hours of work. The meal period may be taken before, during or after the overtime work as may be mutually agreed.



An employee requested to work overtime on a day that is not a regular workday and away from their regular place of employment (Cranbrook office, Columbia Valley office or Eddie Mountain Memorial Arena, as the case may be) shall be allowed a one (1) hour meal period paid at the applicable straight time rate of pay provided such overtime is in excess of three and one half (3.5) consecutive hours of work. The meal period may be taken before, during or after the overtime work as may be mutually agreed.

#### Section 5 – On Call/Call-Out/Call Back

- 10.10 An employee, not on-call, who is called back to work after completing a regular day's work or from a regular day off, shall be paid overtime rates for a minimum of three (3) hours. This provision does not apply to scheduled overtime.
- 10.11 When an employee is advised that they are on call, that is available to be contacted and able to report for duty, they shall be paid in accordance with the following:

	Jan. 1, 2022	July 1, 2022
Monday to Friday inclusive (5:00 pm to 7:30 am)	\$45.41	\$45.86
Saturday, Sunday, Statutory Holidays (8:00 am to 8:00 am)	\$73.91	\$73.91
Arena Employees (during hours that Arena is closed for less than seven (7) hours)	\$27.46	\$27.74
Arena Employees (during hours that Arena is closed for more than seven (7) hours)	\$45.41	\$45.86
Arena Employees – Statutory Holidays (if the Arena is closed)	\$73.91	\$74.65

No payment shall be made if an on-call employee cannot be contacted or is unable to report for duty when required.

- An adjustment to on call rates will be made annually, equivalent to the wage increases.
- 10.12 An on-call employee, called out to work, shall be paid overtime rates for a minimum of three (3) hours. All callouts received during the initial three-hour time period shall be considered as one call-out for the purpose of calculating the amount of time to be paid. For calls that can be addressed from the employee's location, BETWEEN THE HOURS OF 7:00 AM AND 11:00 PM without having to attend the site or the office, and requiring less than 30 minutes to address, an on-call employee shall be paid overtime rates for a minimum of one (1) hour. This provision applies to callouts received by on-call employees, other than Arena Employees after 5:00 pm and before 7:30 am, Monday to Friday, and from 8:00 am to 8:00 am on Saturday, Sunday and Statutory Holidays. This provision applies to Arena Employees during hours that the Arena is closed.

## Section 6 – Modified Work Week/Earned Days Off

- 10.13 Full time regular employees can choose to participate in the modified work week program. Human Resources will develop an annual schedule for the period of March 1 to February 28/29. Once an employee has chosen to participate in the program they will remain in the program for the entire year. There is no opting in and out during that year except for employees opting in upon completion of their probation period.
- 10.14 It is understood that the applicability of the Modified Work Week will be evaluated for each new position created.
- 10.15 The Modified Work Week will be on a three (3) week cycle. Employees will work 105 hours over 14 days with the last day of the three-week cycle to be used as an Earned Day Off (EDO). All employees will be scheduled to work seven and one-half (7.5) hours per day on a three (3) week rotation. The fourteen (14) days worked at seven and one-half (7.5) hours per day will accumulate a seven (7) hour EDO day.
- 10.16 An earned EDO day may be taken any day of the week on the last week of the three (3) week cycle, subject to final management approval. The day selected will remain constant for the entire year except in extenuating circumstances of the employee or employer. An EDO day that is deferred will remain in the employee's EDO bank to be used on a mutually agreed upon alternate day.
- 10.17 EDO hours are to be earned by working one-half ( $\frac{1}{2}$ ) hour daily on a fixed schedule with the approval of the department manager:
- 8:30 a.m. – 4:30 p.m. with a half-hour lunch
- 10.18 a) For every sick leave day or seven (7) hours utilized, one-half ( $\frac{1}{2}$ ) hour will need to be worked or topped up from one's overtime bank, in order to make up the EDO time. If worked the EDO time must be made up at a mutually agreed upon time in order to maintain their EDO bank at an appropriate level. When sick leave is utilized for less than a full day or seven (7) hours (i.e. doctors' appointments, etc.), the employee must ensure that the required one-half ( $\frac{1}{2}$ ) hour per day is made up on a mutually agreeable day and that they have earned the required EDO hours for their bank. If the one-half ( $\frac{1}{2}$ ) hour a day is not made up it would impact an employee's eligibility to take a full EDO day.
- b) Sick leave will remain at seven (7) hours per day. For every sick leave day or seven (7) hours sick leave utilized, a one-half ( $\frac{1}{2}$ ) hour EDO is to be made up in order to maintain their EDO bank at the appropriate level. When sick leave is utilized for less than seven (7) hours in a day, (i.e. doctor's appointments, etc.) and the EDO time is earned during that day, the employee has satisfied their requirement to contribute to their EDO bank.

- 10.19 Overtime on regularly scheduled work days will not commence until seven and one-half (7.5) hours per day has been worked by the employee.
- 10.20 Maximum EDO banking will be two and one-half (2.5) hours per week except in extenuating circumstances where time will be made up for sick time, staff day, bereavement, family, emergency, marriage, and birth leave.
- 10.21 a) When an EDO day falls on a Friday Statutory Holiday, the EDO will be moved to the preceding Thursday. When the EDO falls on a Monday Statutory holiday, the EDO day will be moved to the Tuesday immediately following. When the EDO falls on a Tuesday, Wednesday or Thursday Statutory holiday the EDO day will be moved to a mutually agreeable day.
- b) For every Statutory Holiday a one-half ( $\frac{1}{2}$ ) hour will need to be worked or topped up from one's overtime bank, in order to make up the EDO time. If worked the EDO time must be made up at a mutually agreed upon time in order to maintain their EDO bank at an appropriate level. If the one-half ( $\frac{1}{2}$ ) hour a day is not made up it would impact an employee's eligibility to take a full EDO day.
- 10.22 The annual vacation booking process is not completed until February each year. If/when a conflict arises between requested vacation and a scheduled EDO day with two different employees requiring coverage, the vacation request will take precedence over the scheduled EDO day and the employee affected will have a mutually agreed upon compensating EDO day off. Where there are vacation changes or use of accumulated overtime requests made after the initial annual vacation booking process in January, the scheduled EDO days will take precedence.
- 10.23 When relieving in a higher paid position for three consecutive weeks or more, EDO will be earned at the higher rate of pay effective the first day of relief. When relieving in a higher paid position for less than three weeks, EDO will be earned at the employee's regular position rate. Dollars, not hours, will be used for the EDO bank (i.e. overtime bank as it currently exists).
- 10.24 The Modified Work Week shall not be available to Arena Employees.

### Section 7 - Wages

- 10.25 (1) The Employer shall pay basic wage rates to its employees in accordance with Schedule A attached to and forming part of this Agreement. Pay Scale P for each classification shall be paid to probationary employees, and to temporary employees during the first six (6) months of employment. Pay Scale R for each classification shall be paid to regular employees and to temporary employees after the first six (6) months of employment.
- (2) Pay statements shall meet the requirements of the *Employment Standards Act of BC* and regulations there under.

10.26 An employee who has severed their employment between the termination date of this Agreement and the effective date of the new Agreement shall receive the full retroactivity on any increase in wages, salaries or other perquisites.

10.27 For Arena Employees the number of hours in a "working day off", vacation day, statutory holiday, sick leave day or any other paid leave day shall be eight (8).

10.28 Employees shall receive equal pay for equal worth, regardless of sex.

#### **Section 8 – Shift Differentials for Arena Employees**

- 10.29 a) Any Arena Employee working any day between the hours of 6:00 a.m. and 6:00 p.m. shall not receive a shift differential.
- b) Any Arena Employee working any day between the hours of 6:00 p.m. and 12:00 midnight shall be paid a shift differential of sixty cents (\$0.60) for each of those hours worked in addition to their appropriate hourly rate of pay.
- c) Any Arena Employee working any day between the hours of 12:00 midnight and 6:00 a.m. shall be paid a shift differential of one dollar (\$1.00) for each of those hours worked in addition to their appropriate hourly rate of pay.
- d) Shift differentials do not apply to work performed on overtime or call-out.

## ARTICLE 11 – STATUTORY HOLIDAYS AND ANNUAL VACATIONS

### Section 1 – Statutory Holidays

11.01 Regular and probationary employees shall receive a day off with pay for all statutory holidays listed under Clause 11.02 provided that they worked or was paid wages (sick leave, vacation, authorized leave) for the scheduled working day prior to, or the scheduled working day after such holiday. This does not apply to employees on general leave of absence as outlined in Clause 9.01. For part-time employees, payment for statutory holidays shall be pro-rated based on actual hours worked in a normal work week. Temporary employees shall be entitled to receive a day off with pay for all statutory holidays provided the conditions of the *Employment Standards Act of BC* are met.

11.02 The Employer agrees to provide all employees with the following statutory holidays at the employee's regular rate of pay:

New Years Day	Easter Monday	B.C. Day	Remembrance Day
Family Day	Victoria Day	Labour Day	Christmas Day
Good Friday	Canada Day	Thanksgiving Day	Boxing Day
National Day for Truth and Reconciliation			

and any other day that may be stated a legal holiday by the Provincial and/or Federal Government.

11.03 Should any of the above holidays fall on an employee's regular day off, the employee shall receive an additional day or days off, with pay, to be taken on the following Monday, or at a time mutually agreed with the Employer.

- 11.04 (1) No work shall be performed by employees other than Arena Employees, on the holidays mentioned except in unforeseen circumstances. Work performed on such occasions will be paid at the rate of two (2) times the employee's regular rate in addition to the regular salary.
- (2) If an Arena Employee works on a statutory holiday, they will be paid two (2) times their regular rate of pay and will receive one (1) day off, with pay, to be taken at a time mutually agreed with the Employer.

**Section 2 – Annual Vacation**

- 11.05 (1) Regular and probationary employees shall receive paid annual vacation in accordance with the following:

In the first calendar year of service, vacation will be granted on the basis of one and one quarter ( $1\frac{1}{4}$ ) working days for each month, or portion of a month greater than one half ( $\frac{1}{2}$ ) worked, and thereafter shall be in accordance with the following:

<b>Calendar Years of Continuous Service</b>	<b>Working Days Paid Vacation</b>
2 – 3 years	16 days
4 years	18 days
5 years	19 days
6 – 10 years	21 days
11 years	22 days
12 years	23 days
13 years	24 days
14 years	25 days
15 years	26 days
16 years	27 days
17 years	28 days
18 years	29 days
19 years	30 days
20 years and after	31 days

“Calendar Year” for the purpose of this Agreement shall mean the twelve (12) month period from January 1 to December 31, inclusive.

- (2) Regular and probationary part-time employees shall receive paid vacation pro-rated on January 1<sup>st</sup> and June 30<sup>th</sup> each year to the employee’s hours of work during the previous six (6) month period.
- (3) Temporary employees shall be paid vacation pay equal to 4% of their gross earnings on each pay cheque.

- (4) For each month, or portion of a month greater than one half (1/2) that a regular employee is absent from work on general leave of absence without pay, one-twelfth (1/12) shall be deducted from the vacation with pay to which the regular employee would otherwise be entitled in that calendar year.
- (5) A probationary employee shall not be allowed to take vacation with pay during the first three (3) months of the probationary period.

### **Section 3 – Splitting of Vacation**

- 11.06 Annual vacations for employees with five (5) vacation days or less shall be taken in one (1) period of time. Employees with a vacation entitlement of more than five (5) days shall take their entitlement in periods of not less than five (5) working days. The provisions of this clause may be varied by mutual agreement between the employee and their Manager.
- 11.07 Employees wishing to split their vacations shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period but only after all other first vacation periods have been allocated. Seniority shall prevail in the choice of the third vacation period but only after all other first and second vacation periods have been allotted.

### **Section 4 – Vacation Pay**

- 11.08 Vacation pay for each week of vacation shall be at the same rate of pay, exclusive of overtime, which the employee would normally earn for a normal work week.

### **Section 5 – Vacation Entitlement/Pay on Dismissal, Termination and Retirement**

- 11.09 (1) Employees who leave the service of the Employer shall receive vacation pay for the calendar year in which termination occurs, on the basis of one twelfth ( $\frac{1}{12}$ ) of their vacation entitlement for that year for each month, or portion of a month greater than one-half ( $\frac{1}{2}$ ) worked to date of termination.
- (2) In all cases of termination of service, adjustments will be made for any overpayment of vacation.

### **Section 6 – Sick Leave During Vacation**

- 11.10 In the event an employee is hospitalized while on vacation, the days while hospitalized may be deducted from their sick leave credits upon request of the employee and on the production of medical evidence.

**Section 7 – Vacation Carry Over**

- 11.11 (a) Employees may carry over up to one (1) week of vacation to the following year which must be used by December 31.
- (b) In extenuating circumstances, subject to the CAO and the Human Resources Manager's written approval, more than one week of vacation entitlement may be carried over to the next year.

**Section 8 – Service Recognition Days**

- 11.12 Each regular employee shall receive the following on the completion of the specific level of service:
- Year 5 – 4 days
  - Years 10, 15, 20, 25, 30 and 35 – 5 days
- These days must be used within twelve (12) months of the employee's anniversary date.



## **ARTICLE 12 – SICK LEAVE, EXTENDED SICK LEAVE AND MATERNITY/PARENTAL/ADOPTION LEAVE**

### **Section 1 – Sick Leave Credits and Pay**

- 12.01 Upon completion of three (3) months of the required six (6) month probationary period, paid sick leave for regular and probationary employees covered by this Agreement shall be credited as follows:
- (1) In the first calendar year of service, non-accumulative paid sick leave will be credited on the basis of three quarters ( $\frac{3}{4}$ ) of a working day for each month or portion of a month greater than one half ( $\frac{1}{2}$ ) worked.
  - (2) In the second and each succeeding calendar year of service, all regular, full-time employees shall be credited with ten (10) days paid sick leave per year, non-accumulative.
  - (3) For regular and probationary part-time employees, payment for sick leave credit outlined in (1) and (2) above, shall be based on actual time worked in a calendar year.
  - (4) Upon completion of three (3) months of continuous employment, paid sick leave for temporary employees covered by this Agreement shall be credited non-accumulative paid sick leave on the basis of one half ( $\frac{1}{2}$ ) of a working day for each month or portion of a month greater than one half ( $\frac{1}{2}$ ) worked.
- 12.02 Use of sick leave in excess of three (3) consecutive days may require a report from a practicing physician or dentist.
- 12.03 (a) Except for those participating in the Modified Work Week Program, sick leave shall be payable only where illness or injury of the employee concerned incapacitates them to the extent that they cannot carry out normal duties with the Employer and for medical and dental appointments of the employee subject to prior approval from the Employer.
- (b) For those participating in the Modified Work Week Program, sick leave shall be payable where illness or injury of the employee concerned incapacitates them to the extent that they cannot carry out normal duties with the Employer and for medical and emergency dental appointments of the employee subject to prior approval from the employer.
- 12.04 If an employee is found to have willfully misrepresented themselves, they shall refund all such sick leave pay to the Employer and may be subject to discipline.

## Section 2 – Sick Leave Records

12.05 The Employer will maintain a record showing the total sick leave credits of each employee which shall be available for perusal by the employee upon request.

## Section 3 – Doctor's Reports

12.06 (a) For a period of 18 months commencing the first day of short-term disability leave, the Employer will be responsible for all doctor's fees related to reports requested by any agent of the Employer or insurance company administering the short-term and/or long-term disability plans.

(b) The Employer will be responsible for all doctor's fees related to reports requested by the Employer.

## Section 4 – Long Term Disability – Extended Sick Leave

12.07 While in receipt of long term disability benefits, an employee shall accumulate seniority and shall be entitled to all rights and benefits of the Collective Agreement. While on long term disability such an employee shall continue to be covered by the provisions of Article 13 – Benefits and Health Care Plans and the benefit premiums shall be paid by the Employer and/or benefit carrier as outlined in 12.08.

12.08 For recipients of long term disability benefits, the premium costs paid by the Employer for the medical services plan, extended health and vision care plan, dental care plan, and group life insurance plan shall remain for the first two (2) years while on long term disability. At the expiration of two (2) years on long term disability, access to such benefits shall cease unless the long term disability recipient opts to continue benefit coverage by assuming one hundred percent (100%) of the premium costs of such benefits.

12.09 During the first two (2) years an employee is in receipt of long term disability benefits, the employee's job/position will be posted as a temporary position. At the conclusion of the two (2) year period on long term disability, the employee's job/position will be posted as a regular permanent vacancy and will be filled through the normal posting procedure (Article 8). In the event the employee is no longer deemed to be disabled and can return to work, they shall be placed in his former position or an equivalent position with the Employer. The time lines indicated above may be varied subject to agreement between the parties.

12.10 A regular employee displaced by an employee returning to work after being on long term disability benefits, will have recourse to the rights provided for under the Collective Agreement, e.g. seniority, bumping, severance pay, etc.

## Section 5 – Maternity and Parental/Adoption Leave

12.11 Upon written request, maternity and parental/adoption leave without pay and without loss of seniority shall be granted in accordance with the *Employment Standards Act of BC*. A request for maternity and parental/adoption leave must be supported by a Certificate of a Medical Practitioner.

- 12.12 The employee intending to return to work after maternity or parental/adoption leave shall provide the Employer with at least three (3) weeks' notice. On return from maternity or parental/adoption leave, the employee shall be returned to their former position with all benefits to which the employee would have been entitled had the leave not been taken.
- 12.13 An employee's combined entitlements to maternity and parental/adoption leave shall not exceed what is allowed under the *Employment Standards Act of BC*.
- 12.14 An employee on maternity, parental or adoption leave will not be paid for statutory holidays.
- 12.15 Should the provisions of the *Employment Standards Act of BC* related to maternity and parental/adoption leave change and are less than what is provided in said *Act* as of the signing of this Agreement, the provisions of this Agreement shall apply.

## ARTICLE 13 – BENEFITS AND HEALTH CARE PLANS

### Section 1 – Health Care Plans

- 13.01 (1) Employees hired for a permanent position, full or part-time, covered by this Agreement and who have completed three (3) months of the required six (6) month probationary period shall be entitled, subject to some benefit contract restrictions, to enroll in the group benefit plans as outlined in Clauses 13.02, 13.03, and 13.04 of this Agreement. Coverage under all group benefits, except Medical Services Plan of BC, shall commence on the day of completion of three (3) months of the probationary period. Coverage under the Medical Services Plan of BC or its replacement, shall commence the first of the month following completion of three (3) months of the probationary period. Enrollment in the group benefits outlined in Clauses 13.02 and 13.03 of this Agreement shall be compulsory for all employees qualified to enroll.
- (2) It is understood that the Employer does not have the right to change benefits and benefits limits that are specified within this Agreement without first obtaining approval of the Union. In the case of benefits and benefits limits that are not specified in this Agreement, the Employer agrees to advise the Union of changes being contemplated.
- (3) Temporary employees who work more than 12 months will be entitled to Extended Health and Dental Benefits, subject to Carrier eligibility requirements.

### Section 2 – Group Life Insurance

- 13.02 In accordance with Clause 13.01, the Employer shall make available a Group Life Insurance Plan, including Accidental Death and Disablement Coverage of twice the employee's annual salary to a maximum of one hundred thousand (\$100,000.00) dollars. The cost of the plan shall be on the basis of the Employer paying one hundred percent (100%) of the premiums thereof.

### Section 3 – Benefit Plans

- 13.03 In accordance with Clause 13.01 of this Agreement, the Employer shall make available to each regular employee a benefit plan providing the following coverage:
- (1) **Short Term Disability (Weekly Wage Indemnity Plan)**
- (a) Eligibility: Regular employees working a minimum of seventeen and one-half (17.5) hours per week.
- (b) Seventy-five percent (75%) of Basic Weekly Earning to a maximum of one thousand dollars (\$1,000) per week.
- (c) Elimination Period: Zero (0) days accident, three (3) days sickness.

- (d) Maximum Benefit Period: twenty-six (26) weeks.
- (e) Limiting Age: to age seventy (70).
- (f) One hundred percent (100%) premiums paid by the Employer.

**(2) Long Term Disability**

- (a) Eligibility: Regular employees working a minimum of seventeen and one-half (17.5) hours per week.
- (b) Fifty percent (50%) of Basic Monthly Earnings to a maximum of two thousand, five hundred dollars (\$2,500) per month.
- (c) Elimination Period: six (6) months.
- (d) Maximum Benefit Period: to age sixty-five (65).
- (e) Limiting Age: to age sixty-five (65).
- (f) One hundred percent (100%) premiums paid by Employee.

**(3) Extended Health and Vision Care**

**(a) Premiums and Deductible**

- (i) Fifty dollars (50.00) deductible per family per calendar year.
- (ii) One hundred percent (100%) premiums paid by the Employer.
- (iii) Employees may use their five hundred dollar (\$500) bi-annual amount to cover the costs of laser surgery.

**(b) Extended Health**

- (i) Eighty percent (80%) reimbursement.
- (ii) Maximum one million dollars (\$1,000,000.) lifetime, per person.
- (iii) Direct Payment Pharmacy Plan for prescriptions.
- (iv) Hearing aids to a maximum of two thousand, five hundred dollars (\$2,500).

(v) Orthotics to a maximum of two hundred fifty (\$250) per person per calendar year.

(vi) Professional services of the following practitioners to the maximum amounts indicated, per person per calendar year:

- acupuncturist	\$200
- chiropractor/naturopath combined	\$650
- physiotherapist/massage/Osteopath practitioner combined	\$650
- podiatrist	\$100
- psychologist	\$100

**(c) Vision Care**

(i) One hundred percent (100%) reimbursement to maximum of five hundred dollars (\$500) per person every two (2) calendar years.

(ii) One hundred percent (100%) reimbursement for one eye exam per person per calendar year.

(iii) Employees may use their five hundred dollar (\$500) bi-annual amount to cover the costs of laser surgery.

**(4) Dental Plan**

(a) Plan A Basic Services – one hundred percent (100%) reimbursement – no maximum.

(b) Plan B Major Restorative Services: seventy-five (75%) reimbursement to a maximum three thousand, five hundred dollars (\$3,500) per covered person per calendar year.

(c) Plan C Orthodontics: fifty percent (50%) reimbursement to a maximum of two thousand, five hundred dollars (\$2,500) per covered person lifetime.

(d) One hundred percent (100%) premiums paid by the Employer.

#### **Section 4 – Medical Services Plan of BC**

- 13.04 Medical Services Plan of British Columbia has been changed from an individually paid premium system to a system funded by an employer paid payroll tax. If the government, at any time in the future, reverts back to an individually paid premium system from the employer paid payroll tax, the parties agree that the employer will pay 100% of the premium for eligible benefited full-time and part-time employees on the same basis as exists in the 2016 – 2021 collective agreement.

#### **Section 5 – Employment Insurance**

- 13.05 The Employer agrees that all employees covered by this Agreement shall remain insurable under the *Employment Insurance Act*.

#### **Section 6 – Municipal Pension Plan**

- 13.06 All employees eligible shall be covered by the provisions of the *Pension (Municipal) Act*

#### **Section 7 – WorkSafe BC Protection**

- 13.07 All employees shall be covered by the provisions of the *Workers' Compensation Act of BC*. No employee shall have employment terminated as a result of absence from work with a compensable accident. Pending settlement of the compensation claim, including appeals, the employee shall continue to accrue seniority and shall continue to receive the full benefits of this Agreement.
- 13.08 An employee prevented from performing their regular work with the Employer on account of an occupational accident that is recognized by the *Workers' Compensation Act of BC*, shall receive from the Employer the difference between the amount payable by WorkSafe BC and their regular net salary. In order to continue receiving their regular salary, the employee shall assign their WorkSafe BC cheque over to the Employer.
- 13.09 An employee who is injured during working hours, and is required to leave for treatment or is sent home as a result of such injury, shall receive payment for the remainder of the shift at their regular rate of pay.

## **ARTICLE 14 – GENERAL PROVISIONS AND PERSONAL PROTECTIVE CLOTHING**

### **Section 1 – Bulletin Board**

- 14.01 The Employer agrees that the Union shall have the right to maintain a bulletin board in the Employer's office in a conspicuous and convenient place, provided that the use of such shall be restricted to the events and reports of the Union. Such postings shall be signed by the President or the Secretary of the Union.

### **Section 2 – Printing of Agreement**

- 14.02 The Union will be responsible for the amending and drafting of the Collective Agreement and the costs associated with the printing and supply of the Collective Agreement will be borne equally between the parties.

### **Section 3 – Courses, Seminars, Conventions, and Professional Fees**

- 14.03 The Employer shall, by adoption of a Board Policy which may be changed from time to time, arrange for one hundred percent (100%) of the payment or for a fixed percentage thereof of an academic or technical course approved by the Employer subject to satisfactory conclusion (proof of passing by letter, degree or diploma) from the subject institute, and shall further, by Board Policy specify the conditions whereby regular employees shall be entitled to receive payment in accordance with the rates as set out in this Agreement for attendance at seminars and conventions and also specify whether the annual fees of a professional association to which a regular employee is a member will be paid. In those matters where a Board Policy is in effect permitting financial participation for any of the matters hereto above referred, and application concerning same submitted by a regular employee is refused, the reason for such refusal will be submitted to the employee. The details pertaining to any change of Policy relative to the subject matter of this clause will be conveyed to the Union at the very earliest opportunity after such change has been adopted.
- 14.04 When regular employees attend required job-related training at a mutually agreed time, such employees shall be paid at their regular rate of pay, not at the overtime rates set out elsewhere in this Agreement, for all hours spent at the training including hours spent travelling to and from such training. Where such training and travel take place outside normal working hours, employees shall have the option of accumulating the training and travel time in their Overtime Bank as provided for in Clause 10.08 of this Agreement and all provisions contained within that Clause shall apply. Time to travel to conventions, conferences, seminars, and non-job related training is not paid where such travel takes place outside normal working hours. Employees attending job related training or non-job related training are not eligible for paid meal periods as set out in Clause 10.09.



**Section 4 – Personal Protective Clothing**

- 14.05 Each year the Employer will supply each Chargehand, Operations Maintenance Worker, Senior Operator, Operator 1, Operator 2, and Arena Employee with work gloves as required and three (3) pairs of coveralls per year. Any other regular or probationary employee required to perform the duties of an “outside worker” shall receive one (1) pair of coveralls per year. The Employer shall, at its cost, provide commercial laundering of those work coveralls.
- 14.06 The Employer agrees to pay for safety footwear for each regular or probationary employee required to wear same by WorkSafe BC to a maximum of \$500.00 per year subject to the submission of an approved statement of expenses.

**Section 5 – Performance Appraisals**

- 14.07 Where a formal appraisal of an employee’s performance is made, the employee concerned shall be given the opportunity to review and sign the performance appraisal form upon its completion to indicate that its contents have been read. The employee shall have the right to place their own comments on the form or to append their comments to the form.

**Section 6 – Coffee Supplies**

- 14.08 The Employer shall, at its cost, provide coffee and related supplies for employee consumption.

**Section 7 – Legal Costs**

- 14.09 Legal costs for actions initiated against an employee by virtue of the performance of their employment duties is covered under the provisions contained in Bylaw No. 763.

**Section 8 – Business Expenses**

- 14.10 Travel, accommodation and meal expenses for authorized business, conferences and delegations, shall be paid in accordance with the current Board policy.

Actual expenses incurred by an employee in the performance of Regional District business shall be reimbursed to the employee upon submission to the Regional District of an approved statement of expenses.

**Section 9 – Meeting Rooms**

- 14.11 The office meeting rooms will be made available to employees during lunch periods and after regular working hours between Monday and Friday inclusive, for seminars, workshops, lectures, etc., subject to availability, payment of fees where applicable and a minimum of twenty-four (24) hours’ notice being submitted to and approved by the HR Manager.

**Section 10 – Responsibility of Handling Cash**

14.12 Any one (1) employee handling cash shall be responsible for any shortage. Where more than one (1) employee is involved in the handling of the same cash receptacle then no employee will be held responsible in the event of a cash shortage other than in the case of criminal negligence.

**Section 11 – Copyright Infringement**

14.13 Any employee whose job requires the copying and/or reproduction of material shall not be held responsible for any copyright infringement violation incurred on behalf of the Employer while performing required work.

## **ARTICLE 15 – DISCIPLINE AND DISCHARGE**

- 15.01 The Employer shall have the right to discipline and discharge an employee for just cause.
- 15.02 If upon joint investigation by the Union and the Employer or by decision of an arbitration pursuant to the terms of this Agreement, it shall be found that an employee has been unjustly discharged or suspended, the affected employee shall be, subject to the award of such arbitration or pursuant to the mutual findings of the Union and the Employer, reinstated to their former position without any loss of seniority or rank. Compensation for lost salary shall be as mutually agreed between the Employer and the Union or as decided by arbitration.
- 15.03 Whenever the Employer or their authorized agent deems it necessary to censure an employee, in a manner indicating that dismissal may follow any further infraction, or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer shall, within ten (10) working days thereafter, give written particulars of such censure to the President of the Union, with a copy to the employee involved.

## **ARTICLE 16 – VARIATIONS**

- 16.01 The Employer agrees that reports or recommendations about to be made to the Employer dealing with matters of policy and/or conditions of employment and which affect employees within this bargaining unit, shall be communicated to the Union in time to afford the Union a reasonable opportunity to consider them and, if deemed necessary, of speaking to them when they are dealt with by the Employer.

**ARTICLE 17 – EFFECTIVE AND TERMINATING DATES**

17.01 This Agreement shall be binding and remain in effect from January 1, 2022, to December 31, 2022, and shall continue from year to year thereafter unless either party gives to the other party notice in writing at least sixty (60) calendar days prior to December 31<sup>st</sup> in any year that it desires its termination or amendment. During the period of contract negotiation, this Agreement will remain in full force and effect. The Agreement shall be amended only by mutual agreement between the parties. All revisions to the Collective Agreement mutually agreed upon shall, unless otherwise specified, apply retroactively to the aforesaid anniversary date.

**IN WITNESS WHEREOF** the parties hereto have caused these presents to be signed by their respective officers thereunto lawfully authorized in that behalf,

The \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2022.

Signed on behalf of:

**REGIONAL DISTRICT OF  
EAST KOOTENAY**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chief Administrative Officer

Signed on behalf of:

**CANADIAN UNION OF PUBLIC  
EMPLOYEES – LOCAL 2106**

\_\_\_\_\_  
President – Local 2106

\_\_\_\_\_  
Member – Bargaining Committee

<b>Wage Schedule</b>
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Pay Grade	Classifications	Scale	January 1, 2021 (1%)	January 1, 2022 (3%)	July 1, 2022 (1%)
A		P	23.31	24.01	24.25
		R	24.47	25.20	25.45
B	Operation Maintenance Worker	P	24.02	24.74	24.99
		R	25.22	25.98	26.24
C	Arena Maintenance Worker (40 hr week)*	P	24.75	25.49	25.74
		R	25.99	26.77	27.04
D	Administrative Secretary	P	25.71	26.48	26.75
	Engineering Services Secretary	R	27.00	27.81	28.09
	Environmental Services Secretary				
	Operations Maintenance Worker 2				
E	Building & Protective Services Secretary	P	26.74	27.54	27.82
	Building & Protective Services Secretary (CV)	R	28.08	28.92	29.21
	Communications Secretary				
	Records Management Technician				
F	Accounts Receivable Clerk	P	29.47	30.35	30.65
	Corporate Services Assistant	R	30.95	31.88	32.20
	Development Clerk				
	Operator 1				
	Planning Assistant				
G	Accounting/ Payroll Clerk	P	32.42	33.39	33.73
	Arena Operator 1 (40 hr week)	R	34.04	35.06	35.41
	Environmental Services Assistant				
H	Project Specialist	P	35.21	36.27	36.63
		R	36.97	38.08	38.46
I	Building Inspector 1	P	36.46	37.55	37.93
	Communications Coordinator	R	38.28	39.43	39.82
	Compliance Officer				
	Engineering Technician				
	GIS Mapping Technician				
	Operator 2				
	Planning Technician 1				

			January 1,	January 1,	July 1,
Pay			2021	2022	2022
Grade	Classifications	Scale	(1%)	(3%)	(1%)
<b>J</b>	Emergency Program Coordinator	P	37.54	38.67	39.06
	Engineering Water Resources Technician	R	39.42	40.60	41.01
	Planner 1				
	Wildfire Resilience Supervisor				
<b>K</b>	Building Inspector 2	P	38.66	39.82	40.22
	GIS Technician	R	40.59	41.81	42.23
	Operator 3				
	Planner 1A				
	Planning Technician 2				
	Purchaser				
	Records Management Specialist				
<b>L</b>	Arena Operator 2 (40 hr week)	P	39.82	41.01	41.42
	GIS Coordinator	R	41.81	43.06	43.49
	Recreation & Control Services Supervisor				
<b>M</b>	Building Inspector 3	P	41.02	42.25	42.67
	Operator Foreman	R	43.07	44.36	44.81
	Planner 2				
	Project Supervisor				
	Project Supervisor, Flood Mitigation & Water Resources				
<b>N</b>	Recreation Services Supervisor	P	42.24	43.51	43.95
		R	44.35	45.68	46.14
<b>O</b>		P	43.48	44.78	45.23
		R	45.66	47.03	47.50

**LETTER OF UNDERSTANDING # 1**

Between  
CUPE LOCAL 2106  
And  
REGIONAL DISTRICT OF EAST KOOTENAY

**RE: Student Employees**

Both Parties hereto agree to the employment of students for work according to the following terms and conditions:

1. All employees on the recall list shall be recalled before any student is considered for employment if qualified to perform such duties.
2. The Employer will employ no more than eight (8) in total of these employees in any given calendar year.
3. A student employee is a person enrolled in and intending to return to an educational institution.
4. The term for student employment will be no more than four (4) consecutive months unless an extension is mutually agreed to by the Employer and Union.
5. These employees may be hired for any classification. The wage rate shall be seventy-five (75%) percent of the Scale P of the classification being performed.
6. These employees are Union members and shall pay Union dues but shall not be entitled to any other benefits as outlined in the Collective Agreement. These employees shall have access to the grievance procedure.
7. Students will be entitled to overtime and sick leave as per the *Employment Standards Act*.

The 6<sup>TH</sup> day of SEPTEMBER A.D., 2022.

Signed on behalf of:

**REGIONAL DISTRICT OF  
EAST KOOTENAY**

Chair

Chief Administrative Officer

Signed on behalf of:

**CANADIAN UNION OF PUBLIC  
EMPLOYEES – LOCAL 2106**

President - Local 2106

Member - Bargaining Committee



**LETTER OF UNDERSTANDING # 2**

Between  
CUPE LOCAL 2106  
And  
REGIONAL DISTRICT OF EAST KOOTENAY

**RE: Hours of Work Adjustment**

The Parties agree that an employee may make a request to adjust the start of their seven (7) hour or modified work week workday by up to one hour. Such request will be made in writing to the employee's supervisor and include justified circumstances for the request. The request will then be reviewed for approval.

The approval to adjust an employee's time will be based on the following criteria:

1. maintaining coverage
2. nature and requirements of the position's duties
3. seniority

All hours of work adjustments are subject to approval of the employee's supervisor and the CAO.

This is not intended to replace any required accommodations relating to health of an employee.

This will be for a trail period ending December 30, 2022 to be reviewed in future agreements.

The 6<sup>TH</sup> day of SEPTEMBER A.D., 2022.

Signed on behalf of:

**REGIONAL DISTRICT OF  
EAST KOOTENAY**

Chair

Chief Administrative Officer

Signed on behalf of:

**CANADIAN UNION OF PUBLIC  
EMPLOYEES – LOCAL 2106**

President – Local 2106

Member – Bargaining Committee

**LETTER OF UNDERSTANDING # 3**

Between  
CUPE LOCAL 2106  
And  
REGIONAL DISTRICT OF EAST KOOTENAY

**RE: Articles 8.02, 8.10**

**WHEREAS,**

- A. The Parties agreed during the negotiations for this Collective Agreement that further discussion regarding the inclusion of the JE documents as an Appendix would be conducted in the next round of bargaining; and
- B. That the processes outlined in the present Job Evaluation Plan will be applied when positions are reclassified or newly created.

**THEREFORE,**

The Parties agree as follows

- 1. Where Article 8.02 refers to the process of establishing any new Union position that process will follow the terms in the present Job Evaluation Plan concerning the establishment of new Union positions.
- 2. Where Article 8.02 refers to the process of resolving a dispute that process will follow the terms in the present Job Evaluation Plan.
- 3. Where Article 8.10 refers to the processes concerning changes in duties and responsibilities that process will follow the terms in the present Job Evaluation Plan concerning changes in duties and responsibilities.

The 6<sup>TH</sup> day of SEPTEMBER A.D., 2022.

Signed on behalf of:

**REGIONAL DISTRICT OF  
EAST KOOTENAY**

Chair

Chief Administrative Officer

Signed on behalf of:

**CANADIAN UNION OF PUBLIC  
EMPLOYEES – LOCAL 2106**

President – Local 2106

Member – Bargaining Committee

**LETTER OF AGREEMENT # 1**

Between

CUPE LOCAL 2106

And

REGIONAL DISTRICT OF EAST KOOTENAY

**RE: JJEP SUBFACTOR 2 – EXPERIENCE**

The parties agree to amend the JJEP Subfactor 2 – Experience degrees from:

Previous Subfactors	New Subfactors
1. Up to one-year experience.	1. Up to one-year experience.
2. One-year experience.	2. One-year experience.
3. Over one year, up to and including two years.	3. Over one year, up to and including two years.
4. Over two years, up to and including three years.	4. Over two years, up to and including three years.
5. Over three years, up to and including four years.	5. Over three years, up to and including four years.
6. Over four years, up to and including five years.	6. Over four years, up to and including five years.
7. Over five years, up to and including eight years.	7. Over five years, up to and including eight years.
8. Over eight years.	8. Over eight years, up to and including nine years.
	9. Over nine years.

The new point rates would be as follows:

Degree	Experience
1	15
2	30
3	45
4	60
5	75
6	90
7	105
8	120
9	135

Any job positions identified as meeting the new Degree 9 Experience criteria in 2022 will be paid the new rate *if applicable* retroactive to Jan 1, 2022 wage increase and subsequent increases.

All other reclassification requests in 2022 not reclassified based on this change follow normal JJEP timelines for retro pay.

The 6<sup>th</sup> day of SEPTEMBER A.D., 2022.

Signed on behalf of:

**REGIONAL DISTRICT OF  
EAST KOOTENAY**

Chair

Chief Administrative Officer

Signed on behalf of:

**CANADIAN UNION OF PUBLIC  
EMPLOYEES – LOCAL 2106**

President – Local 2106

Member – Bargaining Committee

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