

COLLECTIVE AGREEMENT

between

THE REGIONAL DISTRICT OF CENTRAL KOOTENAY

and

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 748
(Creston and District Community Complex)**

March 1, 2024 – February 28, 2027

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ARTICLE 1 - UNION RECOGNITION

- 1.01** The Employer recognizes the Union as the sole bargaining agency on behalf of the employees for whom the Union has been certified as bargaining agent (hereinafter called "the Employees") with respect to wages, hours of work, terms and conditions of employment, during the life of this Agreement. As such, the Union shall be promptly notified of all appointments, hiring, transfers, layoffs, recalls, and terminations of employees.

All employees who are presently members of the Union shall, as a condition of employment remain members of the Union and all new employees covered by this Agreement shall become members of the Union within thirty (30) days of commencing employment. The Union will hold the Employer blameless for any necessary action under this Article.

- 1.02** The Employer agrees that there shall be no intimidation or discrimination against any employee by reason of his legitimate activities as a member of the Union, and the Union agrees that there shall be no intimidation or discrimination on its part towards any employee of the Employer by reason of his not being a member of the Union.

- 1.03** During the terms of this Agreement, and in accordance with the Labour Code, there shall be no strikes, walkouts or work disruptions by the Union, and the Employer agrees that there shall be no lock-out of members of the Union.

- 1.04** The Employer agrees that the Union shall have the right to maintain a bulletin board(s) in a conspicuous and convenient place(s), provided that the use of such shall be restricted to the posting of notices regarding the business affairs, meetings, social events and reports of the Union, and further provided that each such notice shall be signed by the Officer or member authorizing or posting the same.

- 1.05** A Labour Management Committee shall be established consisting of two (2) representatives of the Union and three (3) representatives of the Employer. The committee will meet three (3) times per year.

The Committee shall enjoy full support of both parties in the interests of improved service to the public, and job security for the employees within the bargaining unit.

1.06 Refusal to Cross Picket Line

An employee covered by this agreement shall have the right to refuse to cross a legal picket line or refuse to do the work of striking or locked out employees where a legal strike or lockout is in effect. Such refusal shall not be considered a violation of this agreement, nor shall it be grounds for disciplinary action, other than loss of wages for the period involved. The cost of benefits will be covered by the employee.

1.07 Appoint Shop Stewards

The Employer agrees that the Union shall have the right to appoint Union stewards provided that one (1) steward will present any one (1) grievance.

ARTICLE 2 - EMPLOYER RIGHTS, CONTRACTING OUT

- 2.01** The Union recognizes the right of the Employer to operate and manage the business of the Regional District in all respects, in accordance with its commitments and responsibilities, and to make and alter from time to time as the necessity arises, rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement. Such rules and regulations or amendments thereof shall be communicated to the Union in writing.
- 2.02** The Employer shall always have the right to hire, to discipline, demote and discharge employees for proper cause, subject to the provisions of this Agreement.
- 2.03** The Employer agrees that work or services which have historically been performed by the bargaining unit, are presently performed by the bargaining unit, or are hereafter assigned to the bargaining unit shall not be subcontracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company or non-union employee, unless such action will result in a substantial saving or a significant increase in effectiveness and this shall be discussed with the Union prior to final decision by the Employer, provided, however, that this shall not result in the laying off of permanent employees.
- 2.04** No bargaining unit member shall be laid off, replaced or have their regular hours reduced or suffer a loss of pay as a result of work performed by volunteers. Volunteers shall be supplementary to the employees in the bargaining unit. The extent and use of volunteers shall be subject to mutual agreement between the Employer and the Union.
- 2.05** Manager or Management designate may temporarily perform bargaining unit work only in emergency situations where no qualified bargaining unit employee is available to respond. Such work shall be strictly limited to the duration of the emergency and shall not be used to circumvent the rights of the bargaining unit or the regular assignment of duties.

ARTICLE 3 - DEFINITION OF EMPLOYEES

In order to administer benefits, salaries, and allow for orderly scheduling, employees are classified as follows:

3.01 Full-time Employees

These employees are full-time employees:

A full-time employee working regularly scheduled shifts as set out in Article 6 – Hours of Work.

These employees are entitled to all benefits outlined in this Agreement.

3.02 Regular Employees

These employees are Regular Employees:

An employee working regular scheduled shifts of twenty-five (25) hours per week or more and up to the scheduled hours worked for a full-time employee of the same classification.

These employees are entitled to all benefits outlined in this Agreement.

3.03 Part-time Employees

These employees are Part-time employees:

An employee working regularly scheduled and or intermittent and or on-call shifts of less than twenty-five (25) hours a week.

These employees may work twenty-five (25) hours or greater to meet temporary operation requirements or to provide coverage for staff that are on vacation, sick time, medical leave, WSBC, or on approved leave of absence until staff returns or until vacant positions are filled. When an employee on indefinite leave returns bumping would occur.

ARTICLE 4 - CHECK-OFF

- 4.01** The Employer agrees to check off all Union dues and initiation fees in accordance with legislation.
- 4.02** The Employer shall, during the life of this Agreement, deduct as a condition of employment, a sum equivalent to dues as set by the Union from pay due each calendar month to each employee, and remit the same with a list of employee's names, union dues, hours of work and gross pay to the financial secretary of the Union in the month following in which such deductions are made. Biannually, in January and July, the Employer shall provide a report to the Union containing each employee's contact information.
- 4.03** The Employer will, at the time of making such remittances, enclose a list of such employee names, address, full or part-time, male or female. At the same time the Income Tax (T-4) slips are made available, the Employer shall type on the amount of Union dues paid by each Union member in the previous year, from whose pay cheques deductions are made.

ARTICLE 5 - UNION TIME OFF

- 5.01** The Parties recognize the benefit to collaborative resolutions to issues, therefore, the Employer agrees that the time spent in investigating and settling disputes by a Union Steward shall be considered as time worked, provided that the Union Steward signed a time statement, or form, which sets out the purpose and such time is recorded, and further provided that if it is necessary for an employee to be away from his job for such purpose, the permission of the Manager or Management Designate for time off when it's first known to the Union Steward. Such time shall not exceed an hourly equivalent of fifteen (15) working days in one (1) year. An extension to this time limit may be granted by the Manager or Management designate.
- 5.02** The Employer agrees to grant time off with pay during any working day to officers of the Union in order to attend meeting with representatives of Administration of the Regional District, provided that the officer of the Union has advised his Manager or Management designate not less than four (4) hours in advance, and subject to operational needs.
- 5.03**
- a) The Employer agrees to grant leave without pay to Union officers or members for the purpose of Union business, to a maximum of thirty (30) days per year, provided that the appropriate Management Supervisor receives a completed RDCK/CUPE Union leave form two (2) weeks in advance and subject to operational needs.
 - b) The Employer shall continue to pay the employee his regular rate while on such leave and shall invoice the Union for that amount plus actual Employer benefit costs to a maximum of twenty-five percent (25%) of the regular rate.
- 5.04** A maximum of two (2) bargaining representatives of the Union who are employees of the Regional District shall attend collective bargaining meetings between the Union and the Employer. Bargaining held during regular working hours shall be without loss of pay or benefits.

ARTICLE 6 - HOURS OF WORK

6.01 All Employees

- a) Employees will be scheduled to reflect facility hours of operation and operational requirements.
- b) All work schedules will be prepared minimum of fourteen (14) calendar days in advance.
- c) Where reasonable and possible, the Manager or Management designate may amend the shift schedule with notice to effected employees up to twenty-four (24) hours prior to commencement of shift.
- d) Shift changes requested by an 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) The Employer shall schedule employees working more than five (5) hours per shift for either one (1), unpaid, thirty (30) minute lunch break or a running lunch, based on reasonable operation requirements.
- f) An employee shall be permitted a paid rest period of fifteen (15) consecutive minutes if his shift is between four (4) to six (6) hours.
- g) An employee shall be permitted a paid rest period of fifteen (15) consecutive minutes in each half of a shift if his shift is in excess of six (6) hours.
- h) Shifts will be filled by qualified employees on the basis of seniority and availability.
- i) The Employer will assign work to the least senior qualified employee when allother senior employees are not available to perform the required work. High school students will not be assigned work during regular school hours, when school is in session.
- j) The definition of a running lunch is not a sit down lunch and is an employee who must be readily available to their worksite as required.
- k) By mutual agreement with an employee, that employee may be scheduled to work a flexible work schedule, such that the daily and weekly hours of work are averaged over four weeks or less. These averaged hours shall not exceed the normal weekly or daily hours of work for that classification. Scheduled daily and weekly hours of work, agreed to through an averaging agreement, are not subject to the overtime provisions of the Collective Agreement provided that those hours do not exceed the maximum allowed for in legislation.

A representative of the union shall be in attendance at the discussion with the Employer regarding Averaging agreements. The Employer shall notify the Union in writing of all averaging agreements undertaken or renewed.

Either the employee or the Employer can opt out of the agreement at any time with 30 days written notice. Agreements are not to exceed 12 months but may be renewed by mutual agreement.

Customer Service Representatives

- a) For Full-time Customer Service Representatives employees the workweek shall constitute thirty-five (35) working hours. Employees shall receive two (2) consecutive days of rest in each seven (7) day period.
- b) CSR's will have fifteen (15) minutes prior to the front desk opening and fifteen (15) minutes after the front desk closes for duties

Maintenance

For Full-time maintenance employees, the work week shall constitute forty (40) working hours. Shifts shall be comprised of either four (4) ten (10) hour shifts or five (5) of eight (8) hour shifts per day. Employees working such shifts and who work eight (8) hour shifts shall receive two (2) consecutive days of rest in each seven (7) day period. Employees working such shifts and who work ten (10) hour shifts shall receive three (3) consecutive days of rest in each seven (7) day period.

6.02 Hours Free From Work

- a) The Employer must either ensure that an employee has at least thirty-two (32) consecutive hours free from work each week, or pay an employee double the regular wage for time worked by the employee during the thirty-two (32) hour period the employee would otherwise be entitled to have free from work. This section does not apply in the event of an emergency.
- b) The Employer must ensure that each employee has at least eleven (11) consecutive hours free from work between each shift worked, or pay the employee time and one-half times (1 1/2x) their regular rate of pay for each hour worked in that eleven (11) hour period.

ARTICLE 7 - WAGES

7.01 The Employer shall pay basic wage rates to its employees in accordance with the applicable Schedule "A" which is attached hereto and which form part of this Agreement. The employees shall be paid every other Friday and, if a holiday falls on the Friday, then they shall be paid on the Thursday immediately preceding. The pay period for hourly rate employees will terminate on the Saturday previous to the payday. With the signing of this Agreement, all present employees that currently have direct deposit and all future employees shall be paid by direct deposit.

7.02 Any employee who works:

- a) Monday through Friday between the hours of 7:00 am and 5:00 pm shall not receive a shift premium.
- b) Monday through Friday between the hours of 5:00 pm and 12:00 midnight shall be paid a shift premium of sixty cents (\$.60) for each of those hours worked in addition to their appropriate hourly rate of pay.
- c) Any day, including Saturdays and Sundays between the hours of 12 midnight 7:00 am shall be paid a shift premium of one dollar (\$1.00) of each of those hours worked in addition to their appropriate hourly rate of pay.
- d) On a Saturday and/or Sunday between the hours of 7:00 am to 5:00 pm shall be paid a shift premium of sixty cents (\$.60) and 5:00 pm to 12:00 midnight shall be paid a shift premium of sixty cents (\$.60) for each of those hours worked in addition to their appropriate hourly rate of pay.

7.03 Relieving in a Higher Position

When an employee is appointed by the Manager or designate to a temporary assignment they shall receive the rate of pay for the higher rated position for all time worked in that position.

When an employee is appointed by the Manager or Manager designate to a temporary assignment paying in a lower rate, his rate shall not be reduced.

7.04 Mileage

When an RDCK vehicle is not available and use of a personal vehicle is approved by the Manager or Manager designate, employees will be paid mileage as per RDCK Policy to attend all required work inclusive of meetings and training outside their normal work area/areas.

ARTICLE 8 - OVERTIME, STANDBY, AND CALL-OUT

- 8.01**
- a) Overtime shall mean all time worked at the request of the Employer in excess of eight (8) hours per day or forty (40) hours per week for employees who work eight (8) hour shifts, and ten (10) hours per day or forty (40) hours per week for employees who work ten (10) hour shifts.
 - b) Overtime shall be paid as follows:
 - i. for each scheduled work day, time and one-half (1 1/2) for the first three (3) and double time (2x) thereafter.
 - ii. for cumulative hours worked on scheduled consecutive days of rest, time and one-half (1 1/2) for the first (8) hours and double time (2x) thereafter.

8.02 Customer Service Representatives

- a) Overtime shall mean all time worked at the request of the Employer in excess of seven (7) hours per day or thirty-five (35) hours per week.
- b) Overtime shall be paid at time and one half (1 1/2) the regular rate of pay for the first three (3) hours and double time (2x) the regular rate of pay thereafter.

8.03 Call-Out

Call Out: A call out occurs when an employee is unexpectedly required to perform work that requires a return to the worksite, after they have already left the worksite for the day, and where such work is not continuous with their regular shifts.

Any Full-time employee called out to work at any time other than his regular shift shall be paid for a minimum of four (4) hours at straight time or actual hours worked at time and one-half (1 ½), whichever is the greater.

A Regular or Part-time employee called out to work at any time other than his regular shift shall be paid for a minimum of four (4) hours at straight time or the number of hours worked, whichever is greater.

8.04 Reporting Pay

An employee reporting to the Manager or Management Designate ready for work at the start of his shift shall be paid for four (4) hours at his regular rate of pay if sent home by the Manager or Management Designate.

8.05 After-Hours Response

The only time period where by after-hours response would occur is when an operator is not in the facility. The Employer requires a qualified* employee to respond to calls for the building mechanical alarms, security, fire alarms and missed safety check-in-calls.

Compensation for having the Employer's telephone during those hours on weekdays will be at one (1) hour per day.

Compensation for having the Employer's telephone during those hours on a Saturday evening or Sunday evening will be at two (2) hours per day.

Compensation for having the Employer's telephone during those hours on a Statutory or Paid Holiday where the facility is closed will be at four (4) hours per day.

After-hours response operators will be scheduled in advance on a rotational basis between qualified employees as mutually agreed to by the Parties.

*To be a qualified employee one must attend the worksite within a reasonable time frame, as established by the BC Safety Authority, of receiving the call and hold a minimum of an Ice Facility Operator and a Pool Operator Level 2 Certification.

8.06 Meal Allowance

Any employee required to work more than two (2) consecutive hours beyond his regular shift in any day shall be entitled to a meal not to exceed the sum of twenty dollars (\$20.00) paid by the Employer, and the employee shall be entitled to an additional meal allowance for each additional five (5) consecutive hours of overtime worked.

8.07 Turn Around Time

An employee required to start a new shift, other than his normal shift, within twelve (12) hours, including overtime, shall be paid at one and one-half (1 1/2) times for all hours which fall within the twelve (12) hours, turn-around time.

8.08 Overtime Call Out

- a) Overtime and call-out time shall be by seniority among employees who are willing, qualified, and available to perform the work. When requested by the Union to do so, the Employer shall provide the Union with a list of all employees who worked overtime during the immediately preceding pay period.
- b) The Employer will assign overtime and call out starting with the least senior qualified employee when other employees are not willing, qualified, or available to perform the

required work. Such employee shall receive the applicable overtime or call pay in accordance with the provisions of the Collective Agreement.

8.09 All employees called out to work on statutory or Paid Holidays shall be paid at two and one-half (2 1/2) times the sum of regular rate.

- 8.10**
- a) Overtime shall be paid for in wages or in compensating time off. The employee shall indicate to his Manager or Management Designate, at the time the overtime is worked, whether they wish to be paid for the overtime or wishes compensating time off. For the purpose of the Article "overtime" shall include standby and call-out.
 - b) Compensating time off may be credited in the employee's overtime bank to a maximum accumulation of one hundred (100) hours per annum.
 - c) The accumulation of time may be taken by mutual agreement between the employee and Employer and must be taken and cleared by December 31.
 - d) Failure of an employee to clear his bank by this date will result in the Employer paying out all unused credits on the first pay period commencing after the December 31 clearing date.

8.12 Meetings

When the Employer calls a meeting, the employees in attendance, not on shift, will be paid at his/her straight time rate, a minimum of two (2) hours or the time spent at the meeting, whichever is greater.

ARTICLE 9 - STATUTORY AND PAID HOLIDAYS

9.01 Statutory and Paid Holidays

- a) The recognized statutory and paid holidays shall be as follows:

New Year's Day	Labour Day	Thanksgiving Day
BC Family Day	Canada Day	Remembrance Day
Victoria Day	BC Day	Christmas Day
Good Friday	National Day for Truth	Boxing Day
Easter Sunday	and Reconciliation	

or the days proclaimed under the law of British Columbia in their stead, and all special holidays that may be declared by the Regional District, Provincial, or Federal governments.

- b) Floater

In addition to the above statutory and paid Holidays, each Full-time or Regular employee shall be entitled to a floating holiday during each year of his employment, which shall be taken at a time of the employee's choice provided such choice does not unduly affect the Employer's services and provided the employee has completed thirty (30) work days (broken or continuous) dating from the day he first commenced employment prior to his taking such holiday off. In any dispute concerning the day of the employee's choice, the matter shall be resolved in accordance with the provisions of Article 15, provided always that an employee shall receive such day off not later than December 31st of the calendar year.

9.02 Eligibility for Pay

- a) Full Time Employees

Full-time employees will be paid at the rate of pay received on the scheduled work day prior to such holiday provided they have worked for the Regional District for thirty (30) days.

- b) Regular Employees

Regular employees who have worked or earned wages for at least fifteen (15) of the last thirty (30) days before the statutory or paid holiday shall be entitled to holiday pay equal to the amount they would have earned had they worked their regular hours on the day off.

c) Part-Time Employees

Part-time Employees will be paid in accordance with Article 11.01 b)

9.03 Work on a Statutory or Paid Holiday

An employee who is scheduled to work on a statutory or paid Holiday shall be paid one and one-half times (1 ½) on that day.

9.04 Non-Worked Statutory or Paid Holiday

- a) Should any of the above statutory or paid Holidays fall on an employee's scheduled day off, The employee shall receive one (1) day's pay or, at the option of the employee, another day off with pay and a time selected by the employee. Time selected for day off shall be mutually agreed between the Employer and employee.

Holiday pay will be allowed if the Holiday falls during an employee's pre-authorized paid leave of absence.

- b) When any statutory or paid Holiday falls during an employee's vacation with pay, and he would have been entitled to pay for such holiday not worked had he not been on vacation, he shall receive an additional day of vacation with pay in lieu thereof. Absence on bereavement leave shall not disqualify an employee for payment for a statutory or paid Holiday not worked.

ARTICLE 10 - VACATION LEAVE

10.01 Full-time Employee

A Full-time employee who has received pay for at least ten (10) days in a calendar month shall earn vacation leave credits and be entitled to vacation leave in accordance with the following schedule:

March 1/97

1 - 3 years 3 weeks

4 - 9 years 4 weeks

10-19 years 5 weeks

20 years 6 weeks

For new employees hired on or after January 1, 2025

Full time and Regular employees who have passed probation shall be entitled to use vacation as it is earned for the first 6 months of their employment, after which time they will be able to use all vacation to be earned in that calendar year.

The annual vacation entitlement will be front-loaded at the beginning of each calendar year in which it is earned. If the Employee's employment with the Regional District is terminated for any reason, including voluntarily, and the Employee has taken more vacation time than earned to the termination date on a pro-rated basis, the Employee agrees the Regional District is entitled to deduct any amount owing from the Employee's final pay.

10.02 Regular Employee

A Regular employee shall earn vacation leave credits and be entitled to vacation leave at a rate calculated on the basis of the number of hours worked in relation to the regularly scheduled hours of work for a full-time employee of the same classification.

10.03 Vacation entitlement for Full-time and Regular employees will be on a calendar year basis as follows:

- a) For the first (1st) year vacation entitlement shall be one and one quarter (1 ¼) days per month worked between the date the employee commences work and December 31st of the same calendar year, with the said vacation entitlement to be taken in the immediately following calendar year.
- b) Thereafter, vacation earned in the current calendar year shall be taken in the calendar year immediately following unless Article 10.08 applies.

10.04 Terminated Employee

Where an employee is terminated for any reason he shall be paid for all unused vacation leave credits earned prior to the date of termination.

10.05 Higher Accrual Rate

The next higher vacation leave accrual rate shall apply to the month in which an employee completes a qualifying year of service.

10.06 Vacation Carry-over

An employee may carry over into each calendar year no more days of vacation leave than the total number of days earned during the immediately preceding year. If not carried over, the vacation leave shall be taken at the employee's discretion prior to the end of the then current calendar year.

Full time and Regular employees hired on or after January 1, 2025, who have passed probation, shall take vacation within the calendar year it is earned. Any carryover, where considered, will not exceed the allowable carryover under Regional District guidelines.

Vacation leave banking

An employee preparing for an extended trip shall be permitted to carry one (1) year annual vacation over to the next ensuing year. Arrangements are to be mutually satisfactory to the Employer and the employee and shall only be permitted once in five (5) years. If not so used, the holiday time shall be used at the Employer's discretion in that year.

10.07 For the purpose of computing such vacation pay for full-time employees, the word "week" shall be the workweek as defined in Article 6.

The word "pay" where used in this Article shall mean remuneration for the period the case may require, based on the hourly rate of the greatest number of shifts worked by the employee in the calendar month proceeding the month in which the vacation commences.

10.08 An employee's vacation will, where practical, be granted for the time requested, but in all cases the commencement date must be at the convenience of the Employer. Vacation requests will be accepted at any time during the year, however requests made by November 30 of the previous year will be given preference over those received at a later date. Where a conflict arises over requests for vacation leave submitted by two (2) or more employees on or before the November 30 deadline, and the conflict can not otherwise be resolved, seniority shall govern. Employees with these requests will be notified by January 1. After January 1, employees will be notified within one (1) month of making the request as to whether or not the vacation time has been granted. If the request is greater than three (3)

weeks the employee will be notified within two (2) months of making their request.

10.09 At the employee's discretion, the vacation periods set out in this Article may be split.

10.10 Where an employee qualifies for sick leave, bereavement, or any other approved leave during his period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option. The Employer is to receive a doctor's certificate for sick leave so used.

10.11 Leave without Pay

A Full-time or Regular employee may be entitled to leave of absence without pay when he requests such leave in writing for good and sufficient cause. Approval of a request for leave of absence without pay shall be at the discretion of the Employer but shall not be unreasonably withheld.

- a) The employee may ensure continuation of BC Medical coverage by paying one hundred (100%) percent of the premium.
- b) The employee may ensure continuation of the group benefit package by paying one hundred (100%) percent of the premium. Coverage is available subject to carrier approval.

10.12 Public Office

- a) The Employer recognizes the right of an employee to participate in public affairs therefore, upon written request, the Employer shall allow leave of absence without pay so that an employee may be a candidate in Federal, Provincial, Municipal or local School Board elections.
- b) An employee elected to the Federal Parliament or Provincial Legislative Assembly shall be allowed leave of absence without pay for the term of office, during which time seniority will be maintained but will not accumulate. The employee becomes responsible for his own benefits while on this leave.

ARTICLE 11 - EMPLOYEE BENEFITS

11.01 Information on Benefit Plans

- a) The Employer will provide each new employee with the benefit carriers website address and discuss, in-person, over the telephone, or through available technology the basic information of the benefit plans with the new employee within 30 days of hire date. A copy of the benefit plans will be available upon employee request.
- b) Eligibility
 - i. A Full-time or Regular employee (as defined in Article 3) shall be entitled to all benefits provided for in this agreement, except as otherwise stated here in.
 - ii. Part-time employees (as defined in Article 3) shall be entitled to fifteen (15%) percent on every pay cheque in lieu of benefits. Such benefits include: vacation pay, statutory and Paid Holiday pay, bereavement, group life, disability, medical, extended health and dental coverage.
 - iii. If the coverage is for an indefinite amount of time, greater than three (3) months, an employee should be assigned to a Full-time or Regular position and be put on benefits. When the employee on indefinite leave returns, bumping would occur.
 - iv. Upon successful completion of the probation period, a Full-time or Regular employee (as defined in Article 3) shall be entitled to all benefits provided for in this agreement, except as otherwise stated here in.

11.02 Changes to Benefit Plans

The Employer shall not make any changes to the benefit levels without prior agreement of the Union.

11.03 Superannuation Plan

Upon completion of the probation period, every employee shall enroll, if eligible, in the superannuation plan provided under the in the Municipal Pension Plan of British Columbia.

11.04 Medical and Extended Health Benefits Plan

The Employer shall pay the full registration fee and premium cost for coverage, as applicable, under a mutually approved Medical Plan and Extended Health Benefits Plan, for Full-time or Regular employees who have completed three (3) months continuous employment.

11.05 Dental Plan

- a) The Employer shall pay eighty percent (80%) and the employee shall pay twenty percent (20%) of the premium cost for single or family coverage, as applicable, under a mutually approved dental plan for employees who have completed three (3) months continuous employment.
- b) The sharing of the cost of services received under the dental plan between the Plan and the employee shall be as follows:

Plan A:	Basic Coverage	100% paid by Plan
Plan B:	Major Coverage	70%-paid by Plan
	Dentures	100% paid by Plan
Plan C:	Orthodontic Coverage 60% paid by Plan (\$2000.00 maximum)	

11.06 Optical Plan

- a) As part of the Extended Health Benefit Plan referred to in Article 11.04, an Optical Plan shall be provided for employees after three (3) months continuous employment at a level of four hundred (\$400.00) dollars every two (2) years, and the premium cost shall be one hundred percent (100%) paid by the Employer. Laser eye surgery shall be included in accordance with the provisions of the plan.
- b) The Employer shall cover the cost of one (1) eye examination every two (2) years for all benefitted employees

11.07 Group Life Insurance

- a) The Employer shall pay the full cost of the premiums for Group Life insurance coverage and Accidental Death and Dismemberment insurance for all employees who have completed three (3) months continuous employment, up to age of retirement.
- b) The amount of the Life insurance and Accidental Death and Dismemberment insurance coverage shall be two times (2x) times the employee's annual salary.

11.08 Weekly Indemnity & Long-Term Disability

- a) The Employer shall provide the following plans for all Full-time and Regular employees who have completed three (3) full months of continuous employment:

A taxable benefit seventy-five (75%) percent of gross weekly earnings for up to seventeen (17) weeks following the waiting periods of:

Accident: zero (0) days

Sickness: five (5) consecutive normal working days, and

b) Long Term Disability (Employee pays premium)

- i. A tax-free benefit of seventy-five (75%) percent of gross monthly earnings to a maximum of three thousand six hundred (\$3,600.00) dollars after an elimination period of one hundred and nineteen (119) days.

*NOTE**This benefit is payable to age sixty-five (65) and is reduced by any benefits received from Workers' Compensation Board and Canada Pension Plan.*

- ii. The Employer will pay to the employee a health allowance equal to the premiums paid by the employee for the Long-Term Disability plan.

- c) A mutually approved long term disability insurance plan shall be provided for Full-time and Regular employees upon completion of three (3) months continuous employment, and the premium cost shall be shared equally by the Employer and the employee.

11.09 Definition of Sick Leave

"Sick leave" means the period of time an employee is permitted to be absent from work, with or without pay, by virtue of sickness, unavoidable quarantine, or accident for which compensation is not payable under the Workers' Compensation Act. "Working day" means any day on which the employee would normally work. The Employer will monitor any abuse of sick leave.

11.10 Sick Leave

- a) Upon completion of three (3) months service, full-time and regular employees who, while absent from work due to short-term illness of self or a family member, will be granted in each calendar year a maximum of ten (10) non-accumulative shifts with pay. Sick leave for regular employees will be pro-rated based on time worked.
- b) Employees on approved sick leave shall be responsible for the employees' share of benefit premiums. After a six (6) months absence for sickness the employee shall be responsible for the full cost of employee benefit.
- c) Part time employees shall receive sick leave in accordance with the provisions of the BC Employment Standards Act.

11.11 Calculation of Sick Leave Credits

- a) In the event of illness a Full-time or Regular employee shall receive pay for each working day or portion thereof that he is unable to work due to such illness subject to the following conditions:
 - i. Pay shall be calculated on the hourly rate for the employee's normal classification (exclusive of all differentials and premiums) that he would receive during the period of absence if he were not on sick leave.
 - ii. Sick leave without pay shall only be granted by the Employer if the employee has no unused sick leave credits to cover the period of sick leave.
 - iii. The employee who is sick shall make every reasonable effort to have his Management Supervisor notified of the fact at the starting time of his shift or as soon thereafter as possible.
 - iv. The employee who is sick shall complete and submit an application for sick leave on forms provided by the Employer immediately upon his return to work after the period of sick leave.
 - v. Every application for more than three (3) consecutive working days of sick leave shall be accompanied by a doctor's certificate if required by the Employer; and;
 - vi. When it is necessary to schedule medical or dental appointments during an employee's normal working hours, the time required to attend such appointments may be taken as paid sick leave subject to all other provisions of this Article.
- b) The Employer may require that a doctor's or Nurse Practitioner certificate be submitted in support of any application for sick leave. Where a doctor's or Nurse Practitioner certificate is required in such circumstances by the Employer and the employee fails or refuses to submit such a certificate, the period of absence shall be taken as vacation leave, banked overtime, or leave without pay.
- c) The Employer will reimburse the employee for the full cost of medical certificates, when requested by the Employer and provided that the certificate is not for third party requests.

11.12 Sick leave for Terminated Employees

Sick leave shall not be granted, nor shall payments continue thereunder, after an employee has given or been given notice of termination of his employment, unless such employee presents a doctor's certificate proving such sickness, and then only until the termination of his employment except in cases where it is expected that the employee will not return to work by

virtue of retirement or total disability.

11.13 Sick Leave to Care for a Family Member

- a) Subject to i), ii) and iii) below, and providing the necessary sick leave credits are available, sick leave may be granted when an employee's absence is required to care for, or to make arrangements for the care of, a family member who is ill.
 - i. For purposes of this subsection 11.13 a) "family member" shall mean the employee's spouse, common-law spouse, child or step child and the following relatives of the employee who normally reside in the employee's household or with whom the employee normally resides: parents, brother, sister, mother-in-law, father-in-law, grandchild and grandparent, foster parents, step-parent, foster children, nieces or nephews.
 - ii. In no case shall sick leave granted under this Article exceed eight (8) working days in any calendar year.
 - iii. The Employer may require a report from a qualified medical practitioner should any doubt exist as to the legitimacy of an application for sick leave under this Article.

11.14 Wages While on WSBC

An employee prevented from performing his regular work with the Employer on account of an occupation accident that is recognized by the WorkSafe BC as compensable within the meaning of the Compensation Act shall receive payment from WorkSafe BC. Such payment shall be subject to the decisions and provisions of WorkSafe BC.

11.15 Bereavement Leave

- a) An employee shall be entitled to bereavement leave with pay in the event of the death of the employee's parent, wife, husband, common-law spouse, brother, sister, child, step-child, mother-in-law, father-in-law, grandparent, grandchild, daughter-in-law, son-in-law, brother-in-law or sister-in-law, foster parent, step parent, foster children, nieces, nephews, aunts or uncles.
 - i. Where the bereavement occurs outside the boundaries of the Regional District of Central Kootenay or Kootenay Boundary and the employee travels to and from the funeral, five (5) days bereavement leave shall be granted.
 - ii. Where the bereavement occurs within the boundaries of the Regional District of Central Kootenay or Kootenay Boundary, three (3) days bereavement leave shall be granted.

- b) An employee shall be granted up to one shift leave without pay to attend the funeral of persons not covered under (11.15), subject to operational requirements. Additional leave without pay may be granted.

11.16 Jury Duty

The Employer shall grant leave of absence without loss of seniority or other benefits to an employee who serves as a juror or witness in any Court. The Employer shall pay such an employee the difference between his normal earnings and the payment he received for jury service or court witness, excluding payment for travelling, meals or other expenses.

The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a Court witness in any matter arising out of his employment shall be considered as time worked at the appropriate rate of pay.

11.17 Essential Community Service

Any employee involved in an essential community service (volunteer fire department, emergency measures organization, auxiliary police, etc.) shall be allowed time off with pay when an emergency situation requiring his services arises during regular working hours, provided that a sufficient number of Facility Maintenance employees are always in attendance at the facility. The Employer shall pay such an employee the difference between his normal earnings and the payment he received for Essential Community Service excluding payment for travelling/meals or other expenses. The employee will present proof of service and the amount of pay received.

11.18 Pregnancy and Parental Leave

- a) On completion of the probationary period, pregnant employees shall qualify for pregnancy leave and the Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy and thereafter as provided for in this Article.
- b) A qualified employee shall, upon application, be granted eighteen (18) weeks pregnancy leave without pay, and the leave shall commence no earlier than six (6) weeks prior to the expected date of the birth of the child.
- c) Where a doctor's certificate is provided, stating that it is necessary to commence the period of pregnancy leave earlier or to extend the period of leave for health reasons, an extension of up to three (3) months shall be granted.
- d) If taking pregnancy leave, an employee is additionally entitled to a maximum of thirty-five (35) weeks unpaid parental leave to be taken within one year of the birth of a child.
- e) An employee that is a new parent by birth or adoption, but is not entitled to pregnancy

leave, is entitled to up to thirty-seven (37) consecutive weeks of unpaid leave beginning within 52 weeks after the child is born or placed with the parent.

- f) If both parents are employees of the Employer the maximum combined parental leave remains at thirty-five (35) weeks.
- g) While on pregnancy or parental leave, an employee retains his/her service and continues to accrue seniority and be entitled to all employee benefits provided for in the Agreement, except that vacation leave and sick leave credits shall not be earned during the period of pregnancy or parental leave.
- h) An employee on pregnancy or parental leave shall retain his/her service entitlement for vacation leave increments, and the period of pregnancy or parental leave shall be included for that purpose based on the average hours worked for the previous six (6) months.
- i) An employee on pregnancy or parental leave shall continue to pay the employee's share of benefit costs in such manner as is mutually agreeable to the employee and the Employer.
- j) An employee on pregnancy or parental leave may apply to the Commissioner of Municipal Superannuation for approval to make contributions to the plan during the period of pregnancy or parental leave. Upon approval, employee and Employer contributions shall be made in accordance with the Pension (Municipal) Act of British Columbia.
- k) An employee on pregnancy leave shall provide the Employer with not less than one (1) week written notice of the date upon which she will return to work. An employee on parental leave shall provide the Employer with not less than four (4) weeks written notice of the date upon which he/she will return to work.
- l) On return from pregnancy or parental leave an employee shall be placed in his/her former position or, if that position no longer exists, in a similar position at the same rate of pay as his/her former position.

Where a position is not available, Article 12 applies.

- m) While on pregnancy leave an employee may choose to receive payment of normal salary from sick leave credits, if any, after the seventeen (17) week period covered by Employment Insurance.
- n) An employee shall receive one (1) day off with pay when a child is born or adopted into the immediate family.
- o) An employee's combined entitlements to pregnancy and parental/adoption leave shall

not exceed what is allowed under the Employment Standards Act of BC.

- p) An employee on pregnancy leave or parental/adoption leave will not be paid for statutory or paid Holidays.

11.19 Employee & Family Assistance Plan

The Employer shall provide an Employee and Family Assistance Program plan for all bargaining unit employees. The yearly premiums shall be paid one hundred percent (100%) by the Employer.

11.20 Same Sex Spousal Benefits

The Employer agrees, where the benefit carrier recognizes and when an employee applies, coverage for same sex spouse will be provided. Coverage is subject to carrier approval.

11.21 Accommodation

Where an employee is unable, through injury or illness to perform his normal duties, the Employer will attempt to provide him with alternate suitable employment within the bargaining unit, and the employee shall not unreasonably refuse to accept such employment.

11.22 Domestic Violence

- a) The employer recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work.
- b) Workers experiencing domestic violence will be able to access their sick leave, for attendance at medical appointments, legal proceedings and any other necessary activities. This leave will be in conjunction or single days or as a fraction of a day, upon approval. Employees that have exhausted their sick leave may access their vacation or time off without pay.
- c) The employee and employer will only disclose relevant information to protect confidentiality and privacy of an individual(s), while ensuring workplace safety.

ARTICLE 12 - SENIORITY, PROBATION, LAYOFFS, BUMPING AND RE-CALL

- 12.01** a) Notwithstanding anything in this Agreement, it is hereby agreed that each employee is hired on probation, the probationary period to continue for sixty (60) shifts worked, or one year from the date of hire into the position, whichever is less. During this period, no seniority shall be recognized. Upon successful completion of the probationary period, the employee shall be entitled to seniority dating from the day on which he commenced employment with the Employer.
- b) Employees on probation who are currently not receiving benefits, will receive a percentage in lieu of benefits during this period, in accordance with the terms of the Collective Agreement. Such employees do not accrue vacation under 10.01.
- 12.02** Subject to Article 12.01, the Employer agrees that seniority shall govern in all cases of promotions, and demotions, but that seniority shall govern only when competence, ability and efficiency of the employees concerned are equal. The Employer shall determine ability and efficiency in a fair and equitable manner.
- 12.03** Seniority is defined as the total length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union and except as otherwise specifically provided for in this Agreement, shall be continuous service. Seniority shall be applied in accordance with the provisions of this Agreement
- 12.04** When an employee is absent from his normal job because of sickness or accident, or a leave of absence authorized by the employer, they shall, on their return be reinstated in the job classification they would have held had he not been absent, and during such absence, their seniority shall accumulate as if they had been present.
- 12.05** An employee shall not, however, be promoted until a vacancy occurs in a higher job classification. A move from one job classification to another involving no change in rate shall not be considered a promotion or demotion for the purpose of this Article.
- 12.06 Seniority List**
- On a quarterly basis the Employer shall provide the Union with current seniority lists covering all employees in the bargaining unit and such list shall include the name of the employee, the date of the employee's last entry into the bargaining unit, and the accumulative total of accrued seniority in hours for each employee.
- The Employer will keep a record showing the date upon which each employee's service commenced and terminated, and any employee may request information from the Employer relative to his own seniority. On request, the President or the Union Steward will be supplied with the necessary information relative to the seniority and the base rate of any employee or group of employees

12.07 Lay-offs, Bumping and Re-call Procedures

a) Definitions

- i. "bumping" means the procedure whereby an employee who is to be laid off may exercise his seniority rights and displace or bump, an employee with less seniority, and whereby a displaced employee may in turn exercise his seniority rights over another employee with less seniority;
 - ii. "layoff" means any reduction in the work force or reduction in hours as defined in this Agreement, which affects one (1) or more employees in the bargaining unit; and
 - iii. "recall rights" means the rights of an employee to be recalled back to work according to his seniority and qualification to do the job.
- b) Both parties recognize that job security shall increase in relation to seniority. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their classification seniority (established in schedule A) within their facility. An employee about to be laid off may bump any employee with less seniority whose position he can fill without any further training. An employee shall only bump into a position he is qualified for.
- c) The Employer shall notify employees who are to be laid off fourteen (14) calendar days (wherever possible) prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this Article, he shall be paid for the days for which work was not made available.
- d) The affected employee will have the right to bump within their seniority list, any employee with less seniority. Any bumping rights must be exercised within nine (9) working days of receiving notice of lay-off.
- e) If there is still to be a lay-off, after the bumping procedure has been in effect, then the employee so affected shall be allowed two (2) hours off during his last shift in order to attend to any personnel or pay related matters not yet settled. Time off is to be with pay.
- f) Subject to carrier approval, employees on lay-off will be given the right to continue benefits for the duration of their recall rights by paying the employee and Employer share of premiums directly to the Employer. This right shall be in accordance with recall rights twelve (12) months.
- g) The Employer shall notify the employee(s) either by email or, when the personal email address isn't known, by registered mail, at the last known address, or hand-delivered,

and shall be given ten (10) days' notice of re-call.

- i. An employee re-called for casual work or employment of short duration at a time when he is employed elsewhere shall not lose re-call rights for his refusal to return to work.
- h) Laid off employees shall retain their seniority accumulated up to time of lay-offs, for a period of twelve (12) months and shall be re-called on the basis of classification seniority within their facility.
- i) Laid off employees shall retain their seniority accumulated up to time of lay-offs, for a period of twelve (12) months and shall be re-called on the basis of seniority.
- j) New employees shall not be hired until those laid off have been given an opportunity of re-call.
- k) Grievances concerning lay-off and recalls shall be initiated at Step 3 of the Grievance Procedure.

12.08 Severance

- a) Definition - Severance pay is to compensate for loss of employment status and the seniority rights attached thereto.
- b) If an employee chooses not to exercise his re-call rights for the lay-off period, he may choose, within five (5) days of being notified of the layoff, the option of Severance Pay.
- c) Where applicable severance pay payable to an employee pursuant to this Article shall be one (1) month's pay at regular rates for each three (3) years of service completed by the employee as at the date of termination, provided however that the severance pay shall not be less than one (1) month's pay nor more than three (3) months pay.
- d) If an employee elects to receive severance pay, he shall lose seniority in accordance with this Agreement.

12.09 In the event of a former employee being brought back to work by the Employer within ninety (90) days after being laid off, the period of the lay-off shall be considered as time worked for the purpose of determining his seniority. This adjustment shall be made immediately after he has been brought back to work.

12.10 In the event of a former employee's being re-employed by the Employer after having voluntarily quit, he shall be considered as having no previous seniority. This, however, shall not be applicable if an employee has quit through ill-health, providing he applies for re-employment within a period of six (6) months after his termination.

12.11 In the event of a former employee's being re-employed by the Employer within ninety (90) days after having been discharged for other than gross misconduct, the period of the lay-off shall be considered as time worked for the purpose of determining his seniority. However, this adjustment shall not be made until the employee has worked ninety (90) days after his re-hiring.

12.12 Should an employee be re-called within twelve (12) months after being laid off, he shall retain the accumulated sick time and the seniority applicable and benefiting to him at the date of lay-off.

12.13 Seniority While on Leave

When an employee is absent from his normal job because of sickness or accident, he shall, on his return, be reinstated in the job classification he would have held had he not been so absent, and during such absence, his seniority shall accumulate as if he had not been absent.

Seniority shall not accumulate for an employee on an approved leave of absence without pay pursuant to Article 10.13 unless otherwise stated herein.

ARTICLE 13 - HEALTH AND SAFETY

13.01 The Union and the Employer shall co-operate in continuing and perfecting the health and safety measures now in effect and both parties agree to enforce all laws and regulations relating to accident prevention measures which are applicable to the operation of the Employer.

13.02 Personal Protective Equipment

a) All Employees

- i. All employees shall be supplied with all necessary safety tools, safety equipment and protective clothing in accordance with legislation. The issue of protective clothing will be at the discretion of the direct Supervisor who shall have the right to request worn-out issue to be turned in at the time of any new issue.
- ii. The Employer shall provide non-prescription safety glasses and safety goggles to those employees requiring such protection for their work.

b) Maintenance

- i. The Employer agrees to provide, if requested, to the Maintenance Staff, one (1) pair of safety boots per year to a maximum one hundred and seventy-five (\$175.00) dollars per pair. An unused boot allowance may be carried forward from year to year, provided that the maximum allowance shall not exceed two hundred and sixty (\$260.00) dollars for Full-time or Regular employees or two hundred dollars (200.00) dollars for part-time employees.
- ii. The Employer agrees to supply one (1) pair of coveralls per year and four (4) tee shirts or golf shirts marked with the Employer's identification logo per year, and the Management Supervisor has the right to request the worn-out issue to be turned in at the time of any new issue. Safety gloves will be supplied by the Employer as needed. In lieu of four (4) t-shirts or golf shirts for one year, the Employer will provide a mutually agreed upon winter jacket with the Employers identification logo to a maximum Employer subsidized cost of one hundred and fifty (\$150.00) dollars.
- iii. If requested, the Employer shall provide prescription safety glasses every two (2) years to Facility Operators and Custodians who require them in the course of their duties. Exception will be made when glasses are broken in the normal course of work, subject to the approval of the Manager or designate.

The prescription safety glasses will be provided through the Occupational Vision Plan of the British Columbia Association of Optometrists, in accordance with the

provisions of that plan.

13.03 Health and Safety Committee

A Health and Safety Committee shall be established, in accordance with legislation, and shall include a minimum of two (2) members representing the Union.

13.04 Right to Refuse Unsafe Work

Employees shall have the right to refuse unsafe work without disciplinary action being taken against them, in accordance with legislation.

13.05 Hepatitis B vaccination, and flu shot where employee wishes to have this vaccination (due to the nature of the job), the Employer will reimburse the cost upon presentation of receipt.

ARTICLE 14 - DISCIPLINE PROCEDURE

14.01 Union Representative Present During Interview:

An employee shall have the right to have a shop steward or Union representative present at any discussion with Manager or Management Designate personnel concerning disciplinary action in relation to that employee. Where a Manager or Management Designate intends to interview an employee for disciplinary purposes he shall notify the employee of the purpose of the interview in advance so that the employee may contact a shop steward or Union representative to be present at the interview.

14.02 Notification to Union of Disciplinary Action

The Employer shall notify the Union in writing of all disciplinary actions taken.

14.03 Employee's Right to Disagree

At any stage the employee facing discipline may choose to note in his file that he disagrees with the content of the reprimand or discipline.

14.04 Personnel Records

- a) Letters of reprimand and discipline shall be removed from the employee's file provided there has been a period of twenty-four (24) months without further disciplinary letters being added to the file. 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.
- b) An employee shall have the right, after giving reasonable notice, to have access to and review his personnel records in the presence of the responsible management person. Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record.
- c) The Employer will make an employee aware, in writing, of anything placed in the employee's personnel file that may adversely affect the employee's standing with the Employer.

ARTICLE 15 - GRIEVANCE PROCEDURE

15.01 Grievance Procedure Participation

The parties agree that consistency of participation through the grievance process is important and will endeavor to maintain consistency. The employer, in accordance with clause 5.01, will provide paid time off for a Union Steward to investigate and settle grievances.

15.02 Discharge of an Employee

Discharge of an employee shall be for good and sufficient cause in accordance with rules and regulations of the Employer, which rules and regulations shall not be inconsistent with the provisions of this Agreement.

15.03 Grievance Procedure

In the event of an employee having a grievance, the settlement of the grievance shall be handled under the following procedures:

Step 1

Within thirty (30) working days of learning of the grievance, the employee or employees concerned, with their Union steward or officer in attendance, shall endeavour to settle the grievance with the Manager or Management Designate. Failing to reach a satisfactory settlement of the grievance within fifteen (15) working days after the submission, the grievance may be referred to Step 2 and the Union steward or officer will submit the Step 2 grievance in writing to the General Manager.

Step 2

The employee or employees concerned, with the Union steward or officer in attendance, shall meet with the appropriate Management Supervisor and shall submit the grievance in writing. Failure to reach a satisfactory settlement of the grievance within two (2) working days after submission to the above-noted, the grievance may be submitted to Step 3.

Step 3

The employee or employees concerned, with the Union steward or officer in attendance, shall meet with the Regional District Administrator and shall submit the grievance, in writing. Failing to reach a satisfactory settlement of the grievance within five (5) working days after submission to the Regional District Administrator, the grievance may be submitted to Step 4.

Step 4

Failing satisfactory settlement of the grievance at Step 3, the grievance may be submitted to Arbitration upon the Union giving five (5) days' notice in writing to the Chief Administrative Officer of its intention to do so.

15.04 Written Replies to Grievances

All replies to grievances shall be in writing at all steps commencing with Step 2.

15.05 Thirty (30) Days to Advise of Decision Re: Grievance

It is agreed that between Steps of the grievance procedure up to and including arbitration the Union has thirty (30) days in which to advise that they wish to move to the next Step.

15.06 Mutual Agreement to Vary Time Limits

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

15.07 Policy Grievances

Where a grievance involves a question of general application, the Employer and the Union may agree to by-pass Steps 1 and 2.

15.08 Layoff/Recall Grievances

Grievance on layoffs and recalls shall be initiated at Step 3 of the grievance procedure.

15.09 Employer's Right to Grieve

The Employer shall have the right to submit any grievance regarding the interpretation of, or violation of this Agreement to the Executive Officers of the Union. Failing a satisfactory settlement within five (15) working days of submission, the Employer shall have the right, upon giving five (15) working days' notice in writing to the Union, to refer the grievance to Arbitration constituted in accordance with this Article.

15.10 Witnesses During Grievance Procedures

At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witnesses, and any other witnesses. All reasonable arrangements will be made to permit the conferring parties or arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 15A - ARBITRATION

15A.01 Arbitration

Arbitration may consist of three (3) member board of Arbitration, a single registered Arbitrator with the Collective Agreement Arbitration bureau as established under the Labour Relations Code, or by another generally accepted and mutual agreeable method. However whichever method is chosen it shall only be by mutual agreement between the Union and the Employer. Should the parties be unable to agree on which method to use, the three (3) member board shall be used.

15A.02 Arbitrator's Decision Final

The decision of the Board of Arbitration or Arbitrator with respect to an interpretation or alleged violation of this Agreement shall be final and binding upon the parties, but in no event, shall the board or Arbitrator have the power to alter, modify, or amend the Agreement in any respect.

15A.03 Arbitrator's Expenses

Each party shall bear one-half (1/2) of the expenses of the Arbitrator or in the case of a three (3) member board each party shall bear the expenses of their appointee and one-half (1/2) of the expenses of the Arbitrator.

ARTICLE 16 - TECHNOLOGICAL CHANGE

16.01 The purpose of the following provisions is to preserve job security and stabilize employment and to protect as many Full-time and Regular employees as possible from loss of employment.

16.02 Notification of Change

Three (3) months before the proposed introduction of any technological change resulting in the displacement of one (1) or more employees, the Employer shall notify the Union in writing of the proposed technological change.

16.03 Technological Displacement

During the term of this Agreement any disputes arising in relation to adjustment or technological change shall be discussed between the bargaining representatives of the two parties to this Collective Agreement.

16.04 Training Programs

- a) After consultation with the Union, the Employer may, instead of releasing an employee due to technological change, retrain the employee for another position for such period of time as the Employer considers necessary, in which case the Employer will assume the cost of such retraining. After the period of training, the employee shall have three (3) months to adapt fully to the new position. Should the employee not adapt to the new position he may then be released by the Employer.
- b) If an employee who is displaced by technological change is retrained for, or takes, a position that is at a lower rate of pay he shall continue to receive the rate of pay for his former position, but shall receive only one-half (1/2) of any pay increases applicable to the new position until his actual rate of pay is the same as that provided for the new position.

16.05 Severance Pay

- a) Full-time and Regular employees released because of technological change will be given one (1) week's working notice with pay for each year of service, to a maximum of four (4) weeks, during which he shall be allowed a maximum of five (5) hours per week with pay for the purpose of job interviews.
- b) No less than two (2) days prior to the expiration of the period of notice provided for in (a) above, the employee shall notify the Employer in writing as to whether he elects to receive severance pay as provided in Article 12, or whether he wishes to be laid off in accordance with Article 12.

- c) Severance for employees released because of technological change shall be administered in accordance with Article 12.

16.06 a) If the employee elects to receive severance pay he shall lose all seniority as otherwise provided in Article 12 and, in the event he is rehired by the Employer at a later date, he shall not be entitled to severance pay as provided for in this Article.

- b) Severance Pay, for the purposes of termination of employment, will be as per article 12 of this Collective Agreement.

16.07 Notwithstanding any other provisions of this Agreement, any employee laid off two (2) months or more prior to the proposed introduction of a technological change shall be deemed not affected by the technological change, and therefore shall not be eligible for any benefit prescribed in this Article.

16.08 No New Employees

No additional employees shall be hired until the Employer has complied with Article 16.04.

ARTICLE 17 - POSTING AND STAFFING OF POSITIONS, TRAINING, JOB DESCRIPTIONS AND CLASSIFICATIONS

17.01 Posting and Staffing of Vacant or New Positions

- a) When a vacancy occurs, either temporary or permanent, inside of the bargaining unit, the Employer shall notify the Union in writing as soon as possible.

When a new position is created, either temporary or permanent, inside of the bargaining unit, the Employer shall develop a Job Descriptions, classification and wage rates in accordance with Article 17.11 and Article 17.12

- b) The Manager or Management Designate will have seventeen (17) days to determine if the vacant position is to be filled. Where the Employer does not intend to fill a vacant position, the Union shall be immediately notified in writing of the decision not to fill the vacant position. The Employer shall advise the Union of the reason why the vacant position will not be filled.
- c) Where the Employer decides to fill a vacant or new position, the position will be posted internally within seven (7) calendar days.
- d) Internal employees' applications for a vacancy or a new position shall be processed, and the applicants interviewed, prior to consideration being given to any other applicants, unless mutually agreed by the parties.
- e) If the vacant or new position is filled from within the bargaining unit, the appointment shall be made within six (6) weeks of posting.
- f) All positions shall be posted on the applicable site bulletin board and the RDCK website for a minimum of seven (7) days prior to being advertised elsewhere. Timeframe can be reduced by mutual consent.
- g) The notices in Article 17.01(a) shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range.
- h) Both parties recognize the principle of promotion within the service of the Employer, and that job opportunities should increase in proportion relative to seniority.
- i) In making staff changes, including transfers and promotions, the applicant with the greatest seniority and is capable of meeting the qualifications required for the position shall be appointed to the new or vacant position within the bargaining unit, in accordance with Article 17.03.

- i. Appointments for within the bargaining unit shall be made within four (4) weeks of posting. The job shall be filled within one (1) week of appointment, unless mutually agreed by the parties

17.03 The successful applicant within the bargaining unit shall be appointed in accordance with Article 17.01(e). He shall be given a trial period of three (3) months for a full-time employee and four (4) months for a part-time employee, during which time he will receive the necessary training for the position. The Employer shall not curtail the trial period without just cause, before it has run its full course. Conditional on satisfactory service, the employee shall be declared permanent after the period of three (3) months for a full-time employee and four (4) months for a part-time employee. 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, he shall be returned to his former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position, wage or salary rate, without loss of seniority.

- 17.04**
- a) Within seven (7) days of the date of appointment to a new or vacant position, all internal applicants that were shortlisted will be provided the name of the successful applicant.
 - b) The Employer shall provide verbal feedback to all internal applicants who are interviewed. If requested, Written feedback will be provided to internal applicants who have more seniority than the successful applicant.

17.05 Training Opportunities

Whenever possible the Employer will provide on-the-job training so that employees will have the opportunity to qualify for promotion or transfer when a vacancy arises. Employees shall be given the opportunity to learn the work of higher or equal positions by working with a senior qualified employee for temporary periods during normal working hours, without affecting the rate of pay of the employees involved, when time is available and a qualified employee is available to instruct the trainee. Employees shall be selected for on-the-job training on the basis set out in Article 17.05(c).

- a) The Employer shall post any training programs or opportunities for which employees may be selected. The bulletin shall contain the following information:
 - i. the type of program (course, seminar, etc., and subject to be covered)
 - ii. the time, duration, and location of the program.
 - iii. the minimum qualifications required for applicants; and
 - iv. the deadline for applications for the training to be filed with the appropriate Management Supervisor.

- b) Notice of training opportunities shall be posted on all bulletin boards for ten (10) days before the deadline for applications whenever possible, so that all interested employees are afforded an opportunity to apply for such training.
- c) Selection of employees for training opportunities shall be based on the qualifications and seniority of the employee.
- d) The posting of any training opportunities shall not bind the Employer to select any employee to take such training.

17.06 Required Training Compensation

When approved by the Manager or designate as required training, the Employer will pay for an employee to maintain job related certifications. This may include skills training or other courses required by the Employer.

- a) To qualify for compensation under this Article, employees must be in the employment of the Employer for one (1) year, or have worked five hundred (500) hours.
- b) All employees must submit the results of training within one (1) week of being notified.
- c) If the employee does not attend the pre-paid training program or course, the Employer will have the right to deduct the full cost of all prepaid fees from the employee's pay. Deductions will be made in eight (8) equal payments over eight (8) consecutive pay periods.
- d) If the employee does not remain in the employment of the Employer for one (1) year following the completion of the required training, the Employer will have the right to deduct the full cost of all related fees and expenses from the employee's final pay. Such costs will be prorated for time worked following the completion of the required training.
- e) If the employee does not pass the required training program or course, the employee must pay and attend the next available course and will not be eligible for reimbursement.
- f) When employees are required to attend required training, such employees will be paid for all hours spent at training, including travel, at the regular rate of pay and will not receive overtime pay set out elsewhere in this agreement. Where such training, travelling or examining takes place outside the employees normal working scheduled hours, employees shall have the option of accumulating the training and travel time in their Overtime Bank as provided for in Clause 8.12 b) c) and d) of this Agreement and all provisions contained within that Clause shall apply.
- g) Meals and accommodation may be paid by the Employer, when preapproved by the

Manager or designate, and in accordance with Regional District policy.

- 17.07** All training requirements shall be at no loss of pay or benefits during regular hours of work. If outside of regular hours of work, by mutual agreement, the employee shall receive straight time pay for all hours to a maximum of eight (8) per day for training, travelling or examining or equivalent time off work.
- 17.08** a) When approved in writing in advance by the Employer, an employee enrolled in a training program or academic course which is directly related to his employment, will be reimbursed in full for the cost of tuition and required text books upon submitting proof of successful completion of the training program or course.
- b) When approved in writing in advance by the Employer, an employee enrolled in a training program or course outside of normal working hours which is directly or indirectly related to his employment, will be reimbursed in full or in part for tuition fees and the cost of required text books and materials, upon submitting proof of successful completion of the training program or course.
- 17.09** Leave of absence for job related courses or other training may be granted at the discretion of the Employer, and such leave may be without pay, or with partial or full pay.

17.10 Job Descriptions and Classifications

The Employer and the Union agree to have job descriptions for all positions and classifications for which the Union is bargaining agent. These descriptions shall become the recognized job descriptions unless the Union presents written objection within sixty (60) days, in which case the contentious job description shall be referred to a Joint Classification Committee comprised of two (2) representatives of the Employer and two (2) representatives of the Union, to resolve the difference. If the Joint Classification Committee is unable to resolve the difference, then it shall be submitted to the grievance procedure beginning at Step 2.

- 17.11** In the event the Employer establishes any new position for which the Union is bargaining agent, the classification and wage rate for the new position shall be established by the Employer and written notice shall be given to the Union, and shall be posted internally on all bulletin boards for a minimum of seven (7) calendar days, so that all employees will be aware of the new position. Unless written notice to negotiate and resolve the classification and wage rate is given to the Employer by the Union within thirty (30) calendar days after the original notice by the Employer, such classification and wage rate shall be considered as agreed to. In the case of a contentious job description it shall be referred to a Joint Classification Committee comprised of two (2) representatives of the Employer and two (2) representatives of the Union, to resolve the difference. In the event the parties are unable to resolve the dispute, then it shall be submitted to the grievance procedure beginning at Article Step 2.

- 17.12** When the duties or volume of work in any classification are changed or increased, or where the Union or an employee feel he is unfairly or incorrectly classified, or the Employer desires to make a change in an existing classification, the classification and/or wage rate shall be subject to negotiation between the Employer and the Union in accordance with 17.13. If applicable, the reclassification and/or wage rate shall then be considered retroactive to the date the employee first filled that position, or the date of the change in the duties of the position. The reclassification and/or wage rate shall then be considered retroactive to the date the employee first filled that position, or the date of the change in the duties of the position.
- 17.13** Existing classifications shall not be eliminated or changed without prior agreement with the Union. If the Union objects to the elimination or change of the classification, the matter shall be referred to the Joint Classification Committee. If the Committee is unable to resolve the difference, then the matter shall be referred to the grievance procedure beginning at Step 2.
- 17.14 Transfer Outside of Bargaining Unit**
- a) No employee shall be transferred to a position outside the bargaining unit without the employee's consent. An employee transferred to a position outside of the bargaining unit shall, for a period of sixty (60) days, retain his seniority accumulated up to the date of his leaving the unit, but shall not accumulate further seniority while outside the bargaining unit.
 - b) A period of sixty (60) days or less spent outside the bargaining unit under this Article shall not alter an employee's entitlement to vacation leave or sick leave, and shall be counted as continuous service for all purposes other than seniority.
 - c) An employee shall have the right to return to a position in the bargaining unit within the sixty (60) day period referred to in (a) above. Such return shall not result in the layoff or bumping of an employee having greater seniority. The sixty (60) day period may be extended by mutual agreement between the Union and the Employer.
 - d) Where there is a dispute between the Employer and the Union as to whether a position is inside or outside of the bargaining unit, the provisions of Article 17.14 (a), (b) and (c) shall not apply to that position until the dispute is resolved.

ARTICLE 18 - CHANGES IN AGREEMENT

- 18.01** Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of the Agreement. Such changes are to be made in a Letter of Understanding signed by the Employer and the Union.

ARTICLE 19 - COPIES OF AGREEMENT

- 19.01** The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and the employee's rights and obligations under it.
- 19.02** Within thirty (30) days of the signing of the Agreement, the Employer shall, post the Collective Agreement electronically in a shared file or on a webpage that will be accessible to all RDCK employees. A copy of the Agreement will be provided to the employee upon request.

ARTICLE 20 - PLURAL OR FEMININE TERMS

- 20.01** Wherever singular or masculine terms are used in this Agreement it shall be considered as if the plural or feminine terms had been used where the context of the Agreement so requires.

ARTICLE 21 – BULLYING AND HARASSMENT

- 21.01** The Union and the Employer recognizes the right of employees to work in an environment free from any form of bullying and harassment. Therefore, the Union and the Employer agree to co-operate in resolving any complaints of bullying or harassment which may arise in the workplace.
- 21.02** An employee may initiate a grievance under this Article at any Step of the grievance procedure. Grievances under this Article will be handled with all possible confidentiality and dispatch.
- 21.03** The Employer and its employees agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, or marital status, nor by reason of his membership in a Labour Union, and the employee shall at all times and in like manner act in good faith toward the Employer.

ARTICLE 22 - CORRESPONDENCE

- 22.01** All correspondence between the Employer and the Union arising out of this Agreement or incidental thereto, shall be emailed, or hand delivered to a Union Steward or Officer of CUPE Local 748 (Regional District of Central Kootenay bargaining unit) with copies emailed to the President of CUPE Local 748 and CUPE National Representative.

ARTICLE 23 - GENERAL PROVISIONS

23.01 Criminal Record and Vulnerable Sector Checks

The Employer shall pay costs associated with any criminal record or vulnerable sector checks for existing employees that are required as a condition of employment.

23.02 Employee Indemnification

The Employer shall indemnify and save harmless all employees from any damages or cost awarded against them and from any expenses incurred by them as a result of any civil action or proceeding, arising from any acts or omissions which occurred during or arose out of the performance of their duties, including a duty imposed by any statute. This indemnification shall include the paying of any sum required and any expenses incurred in the settlement of such action or proceeding.

- b) Subsection (a) does not provide a defense where:
 - i. an employee has in relation to the conduct that is the subject matter of the action, being found guilty of dishonesty, gross negligence or malicious or willful misconduct, or the cause of action is libel or slander

ARTICLE 24 - TERMS OF AGREEMENT

- 24.01** a) This Agreement shall be in effect as of the first day of March 1, 2024 and shall remain in effect until the last day of February 28, 2027. This Agreement shall not terminate at the expiration of that period unless notice in writing of the termination has been given by one party to the other within four (4) months but not less than two (2) months immediately preceding the last day of February 28, 2027.
- b) If notice is not given as provided for in Article 24.01(a), this Agreement shall remain in effect until terminated by either party upon notice in writing given within four (4) months but not less than two (2) months immediately preceding the date of termination stated in the notice.
- c) Either party may, within the period of four (4) months immediately preceding the date of expiry of this Agreement, by written notice require the other party to commence collective bargaining.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 29/09/2025 day of 29/09/2025, 2025.

SIGNED ON BEHALF OF:

REGIONAL DISTRICT OF CENTRAL
KOOTENAY

Connie Saari-Heckley

[Signature]

C. Saari

[Signature]

Stuart Horn (Sep 29, 2025 13:57:21 PDT)

[Signature]

SIGNED ON BEHALF OF:

CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 748

Dustin LePage

Dustin LePage (Oct 1, 2025 11:42:41 PDT)

[Signature]

Quin Johnstone (Oct 1, 2025 19:20:13 PDT)

[Signature]

Mike Brohman

Mike Brohman (Oct 3, 2025 08:20:46 PDT)

[Signature]

Amber LePage (Oct 3, 2025 08:42:08 PDT)

[Signature]

Karin Jorgenson (Oct 8, 2025 10:56:21 PDT)

SCHEDULE A

SCHEDULE A			6.2%	3.9%	3.4%
Agreement	Dept	Position	Mar-01-24	Mar-01-25	Mar-01-26
CDRD CDCC NDCC	Maintenance	Custodial/Building Maintenance	\$ 26.13	\$ 27.14	\$ 28.07
CDCC	Maintenance	Designated Facility Journeyman	\$ 36.28	\$ 37.69	\$ 38.97
CDCC CDRD NDCC	Maintenance	Designated Shift Engineer	\$ 35.66	\$ 37.05	\$ 38.31
CDCC CDRD NDCC	Maintenance	Facility Maintenance Technician	\$ 39.79	\$ 41.35	\$ 42.75
NDCC	Maintenance	Civic Operator	\$ 30.32	\$ 31.50	\$ 32.57
CDCC	Maintenance	Facility Maintenance	\$ 30.32	\$ 31.50	\$ 32.57
CDCC NDCC CDRD	Maintenance	Facility Maintenance 2 Facility Operations Facility Operator	\$ 33.36	\$ 34.66	\$ 35.84
CDCC NDCC CDRD	Maintenance	Facility Operations 5 th Class/RO Facility Operations 5 th Class/RO Facility Operator 5 th Class/RO	\$ 34.24	\$ 35.58	\$ 36.79
NDCC	Maintenance	Head Custodian	\$ 28.58	\$ 29.69	\$30.70
CDRD NDCC CDCC	Maintenance	Operations Supervisor	\$ 42.81	\$ 44.48	\$45.99
NDCC	Aquatics	Aquafit Instructor	\$ 27.57	\$ 28.65	\$ 29.62
NDCC CDRD	Aquatics	Aquatic Leader	\$ 26.09	\$ 27.11	\$ 28.03
NDCC CDRD	Aquatics	Aquatic Program Instructor 1	\$ 28.02	\$ 29.11	\$ 30.10
NDCC CDRD	Aquatics	Aquatic Program Instructor 2	\$ 33.38	\$ 34.68	\$ 35.86
NDCC	Aquatics	Assistant Lifeguard	\$ 20.16	\$ 20.94	\$ 21.65
NDCC	Aquatics	Head Instructor	\$ 30.87	\$ 32.07	\$ 33.16
NDCC CDRD	Aquatics	Head Lifeguard	\$ 30.87	\$ 32.07	\$ 33.16

SCHEDULE A			6.2%	3.9%	3.4%
Agreement	Dept	Position	Mar-01-24	Mar-01-25	Mar-01-26
NDCC CDRD	Aquatics	Lifeguard	\$ 23.17	\$ 24.07	\$ 24.89
NDCC CDRD	Aquatics	Lifeguard Supervisor 1	\$24.94	\$ 25.91	\$ 26.79
NDCC CDRD	Aquatics	Swim Instructor	\$ 24.02	\$ 24.96	\$25.81
NDCC	Fitness	Head Fitness Technician	\$30.87	\$ 32.07	\$ 33.16
NDCC	Fitness	Fitness Technician	\$23.66	\$ 24.58	\$ 25.42
NDCC CDCC CDRD	Customer Service	Customer Service Representative 1	\$23.17	\$ 24.07	\$ 24.89
NDCC CDCC CDRD	Customer Service	Customer Service Representative 2	\$24.62	\$ 25.58	\$ 26.45
NDCC CDCC CDRD	Customer Service	Customer Service Representative 3	\$ 30.87	\$ 32.07	\$ 33.16
CDRD	Landfill	Resource Recovery Lead Hand	\$ 28.03	\$29.12	\$30.11
CDRD	Landfill	Landfill Attendant	\$23.71	\$24.63	\$25.47

While the Schedule A contains three combined schedules A Clauses from Castlegar, Creston & Nelson Collective Agreements. It is recognized by the parties that they remain three distinct and separate collective agreements and bargaining units.

LETTER OF UNDERSTANDING #1

between

REGIONAL DISTRICT OF CENTRAL KOOTENAY

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2262

The Parties hereby agree as follows that this LOU is intended to replace the existing 6.01 Maintenance Language in the Collective Agreement:

6.01 Maintenance

For Full-time maintenance employees, the work week shall constitute forty (40) working hours. Shifts shall be comprised of either four (4) ten (10) hour shifts or five (5) eight (8) hour shifts per week. Employees working such shifts and who work eight (8) hour shifts shall receive two (2) consecutive days of rest in each seven (7) day period. Employees working such shifts and who work ten (10) hour shifts shall receive three (3) consecutive days of rest in each seven (7) day period.

The employer will maintain the current four (4) ten (10) hour shifts in Nelson and Castlegar. Further, the employer will trial four (4) ten (10) hour shifts in Creston. All schedules will be reviewed at the end of March, 2026. An extension to these schedules will be based on the employer's evaluation of operational efficiency and effectiveness and extending the schedule will be solely at the discretion of the employer, with consideration of any input through the labour management committee. Exceptions to the four (4) ten (10) hour shifts will include operational feasibility (eg. ice in or out and pool shut down) and any other reasons will be brought to labour management committee for review in mutual agreement.

Date this 08/10/2025 day of 08/10/2025, 2025.

SIGNED ON BEHALF OF:

REGIONAL DISTRICT OF CENTRAL
KOOTENAY

Connie Saari-Heckley

[Signature]

C. S.

[Signature]

Stuart Horn (Sep 29, 2025 13:57:21 PDT)

[Signature]

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 748

Dustin LePage

Dustin LePage (Oct 1, 2025 17:46:37 PDT)

[Signature]

Quo. Monstros (Oct 1, 2025 19:20:13 PDT)

[Signature]

Mike Brohman

Mike Brohman (Oct 3, 2025 08:10:46 PDT)

[Signature]

Amy Beth Fiere (Oct 3, 2025 08:43:08 PDT)

[Signature]

Karin Jorgenson (Oct 8, 2025 10:56:21 PDT)