

**COLLECTIVE AGREEMENT**

**between**

**REGIONAL DISTRICT OF KOOTENAY BOUNDARY**



**and**

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

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

**January 1, 2023 – December 31, 2025**

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## **DEFINITIONS**

### Regional District

Means the Regional District of Kootenay Boundary

### Union

Means the Canadian Union of Public Employees, Local 2254

### Days

Whenever the word "days" are used in the Collective Agreement with reference to length of time, it shall mean a working day unless otherwise specified.

### Singular/Plural

A word used in the singular also applies in the plural, and vice versa, unless the context requires otherwise.

### Co-op and Career Path Students

A co-op student is registered in a recognized cooperative education program in a participating post-secondary institution. A career path student is a student pursuing a course of studies that aligns with the Employers human resources needs.

Co-op and Career Path student employees shall receive ten (10%) percent in lieu of vacation, statutory holidays, other paid leaves, benefits and premiums.

Co-op and Career Path students do not accrue seniority.

The Union will be notified of all student positions and departments where they will be working with a summary of their work assignments.

### Full-Time Employees

A full-time employee is defined as an employee who works regularly scheduled shifts twenty (20) hours or more per week.

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

## Part-Time Employees

A part-time employee is an employee who works regular scheduled shifts of less than twenty (20) hours per week. Part time employees will gain seniority. A part-time employee may work twenty (20) hours or greater to meet temporary operational requirements or to provide coverage for staff that are on leave (i.e. vacation, sick, medical, WorkSafe BC or approved leave of absence) or until the vacant positions are filled.

## Casual Employees

Casual employees work on an intermittent basis, between 0 to 40 hours per week, plus overtime when applicable.

## Temporary Employees

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

## Seasonal Employees

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

## Student Employees

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

## Lead Hand

Lead hand refers to the worker designated by Management as the lead worker in the absence of a Manager, Chief or Supervisor.

Lead hands have no management rights. Instead, they are required to lead and direct work within their team, as well as to troubleshoot work issues as they arise and act as the main point of contact whenever they are designated Lead Hand. Matters outside of

these Lead Hand responsibilities must be referred to the appropriate Chief, Supervisor or Manager at the earliest opportunity.

Members working in positions with existing leadership duties, such as Coordinator, Chief and Supervisor positions are not eligible.

### Plural or Feminine Terms May Apply

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

### Departments

Departments shall mean:

Recreation  
Facilities Maintenance  
Administration/Finance  
Environmental Services  
Planning  
Building Inspection  
Utilities

### Spouse

Spouse means a person who is married to another person or is living with another person in a marriage-like relationship, provided that the relationship between the couple meets the requirements of a "common-law" relationship as determined by the Benefit Plan Insurers. This definition shall apply to all Articles of this Agreement.

### Regular Scheduled Shift

Regular scheduled shifts are shifts that an employee is scheduled to work and does not include call-outs or pick-up shifts. A regular scheduled shift is worked on a consistent and ongoing basis and is not of a temporary nature, applicable to employees in full time and part time positions.

### Running Lunch

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

## **ARTICLE 1 – RECOGNITION OF THE UNION**

### Union Sole Bargaining Agency

1.01 The Employer recognizes the CUPE as the sole bargaining agency on behalf of the employees for whom the Union has been certified as bargaining agent (hereinafter called "the employee") with respect to wages, hours of work, and terms and conditions of employment, during the life of this Agreement.

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.

### Union Security

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

### No Discrimination

1.03 The Regional District 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, and the Union agrees that there shall be no intimidation or discrimination against any employee of the Regional District.

### Strikes by Other Employees

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

### Work of the Bargaining Unit

1.05 (a) (i) No person who is excluded from the bargaining unit shall perform any work normally performed by an employee in the bargaining unit except in the case of an emergency when qualified employees within the bargaining unit are not available.

- (ii) This Article shall not stop the Regional District from using volunteers provided:
  - they have the necessary qualifications to perform the tasks; and
  - they do not reduce the hours of work of the members of the Union.
- (iii) The Parties agree that no currently existing work presently performed by an employee covered by this collective agreement shall be contracted out.

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

- (b) Community Service Worker(s) and Grant Worker(s) and Students shall be used only under the following conditions:
  - The Regional District asks for and receives a letter of non-objection from a Table Officer of the Union, that will employ people in work situations normally considered to be the domain of the members of the bargaining unit;

A union worker(s) is on shift at all times when a Grant Worker(s) or Community Service Worker(s) is being used in work situations normally considered to be the domain of bargaining unit members.

- (c) The Parties hereto recognize the value in assisting students in obtaining practical work experience:
  - The Union will be advised of all students, their duties and responsibilities and the duration of their work experience.
  - Students will be placed alongside union members to gain experience at the worksite.
  - It is understood that students will not be utilized to replace employees, nor on site where there is a Regional District of Kootenay Boundary employee on layoff from that particular department or site and that the student can only complement the services provided by employees and cannot erode the scope of the bargaining unit.
  - There will be no work lost to the bargaining unit as a result of these students being on site.
  - These students will not create a situation that will prevent any employee from carrying out their assigned duties.
  - The Regional District of Kootenay Boundary agrees to provide adequate supervision of students in the performance of their program duties.

- Any disagreements arising from utilization of these student will be dealt with promptly by either the Manager or the Chief Administrative Officer and the Union. Unresolved disputes will go through the grievance procedure as outlined in the Collective Agreement.
- Additional time beyond the required practicum will be done in consultation and agreement of the Union.

### Union Check-Off

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

### Bulletin Boards

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

### Labour Management

#### 1.10 Joint Labour Management Committee

The Parties agree to the establishment of a Joint Labour Management Committee. The Committee will be composed of three (3) representatives of the Employer and three (3) representatives of this Union. The recording secretary will be a Human Resources representative, utilized to maintain the quarterly agenda and minutes. The Committee will review any matters that affect the relationship between the Parties and will have the authority to recommend resolutions provided they do not alter the terms of this Collective Agreement. The Committee will establish its own procedures and will meet in January, March, June, and October. The Parties agree to circulate agenda items prior to the meeting to ensure productive dialogue. Additional specialists may attend the Joint Labour Management meeting by mutual agreement.

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

#### Functions of the Committee

The Committee is established for the purpose of enabling the Parties, during the term of this Agreement, to discuss issues relating to the workplace that affect the Parties, which will include but is not limited to, reviewing of Job Descriptions, Job Classifications and pay rates.

#### Collective Bargaining

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

#### Union Representative Present During Meeting

- 1.12 An employee shall have the right to have a shop steward or Union representative present at any discussion with supervisory personnel concerning disciplinary action in relation to that employee.

Where a manager intends to meet an employee for disciplinary purposes, they shall notify the employee of the purpose of the meeting in advance so that the employee may contact a shop steward or Union representative to be present at the meeting.

#### No Strikes or Lockouts

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

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

## **ARTICLE 2 – REGIONAL DISTRICT’S RIGHTS**

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

## **ARTICLE 3 - TECHNOLOGICAL CHANGE AND AUTOMATION**

### Notification of Changes

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

### Discussion Between the Parties

- 3.02 During the term of this Agreement, any disputes arising in relation to adjustment to technological change shall be discussed between the bargaining representatives of the two (2) Parties to this Collective Agreement.
- 3.03 Where the Regional District introduces, or intends to introduce, a technological change that:
- (a) affects the terms and conditions, or security of employment of employees to whom this Collective Agreement applies, and;
  - (b) alters significantly the basis upon which the Collective Agreement was negotiated, either Party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an Arbitration Board pursuant to Article IV of this Collective Agreement, bypassing all other steps in the Grievance Procedure.
- 3.04 The Arbitration Board shall decide whether or not the District has introduced, or intends to introduce a technological change, and upon deciding that the Employer has or intends to introduce a technological change the Arbitration Board:
- (a) shall inform the Minister of Labour of its findings, and;
  - (b) may then or later make any one or more of the following orders:
    - (i) that the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;

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

## **ARTICLE 4 – GRIEVANCE INVESTIGATION/GRIEVANCE PROCEDURE/ARBITRATION**

### Grievance Investigations

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

### Grievance Procedure

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

#### Stage 1

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

#### Stage 2

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

### Stage 3

The General Grievance Committee of the Union shall meet with the General Grievance Committee of the Regional District Board within twenty (20) days of a written request for such a meeting. Failing to reach a satisfactory settlement of the dispute within five (5) days after such a meeting, may cause the dispute to be submitted to Stage 4 (Arbitration) within five (5) days.

## Arbitration

### Arbitration Board

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

### Single Arbitrator

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

### The Decision of The Board/Arbitrator

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

### Arbitration Board/Arbitrator Expenses

4.06 Each Party shall pay the expenses of the member of the Arbitration Board /Arbitrator chosen by it and all expenses incurred in connection with the

presentation and preparation of its own case, but the Parties shall share equally the expenses of the Chairperson of the Board.

#### Arbitration Time Limits Amendments

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

#### Personnel File

- 4.08 (a) Employees, or their designate with the written authority of the employee, shall be entitled to access any letters of expectation or discipline contained in their personnel file.
- (b) Employees may request to have letters of expectations and disciplinary letters removed from their personnel file at any time after twenty-four (24) months provided there has not been any further infractions.

#### Policy Grievances

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

## **ARTICLE 5 – SENIORITY**

### Seniority Defined

5.01 Seniority is defined as the length of service in the bargaining unit with the employer. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, lay-off, permanent reduction of the work-force, and recall, as set out in other provisions of this agreement. Seniority shall operate on a bargaining-unit-wide basis.

### Seniority List

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

### Probation for newly hired Employees

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

### Calculation of Seniority

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

Seniority for casual employees is defined as the number of hours accrued from the original date of employment. Upon attainment of a full-time, part-time or seasonal position, a casual employee's seniority is transferable as total hours worked. This seniority date shall be used for promotional and lay-off purposes only. Seniority for Temporary Employees will be accumulated based on actual hours worked.

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

For part time and seasonal employees who do not have a seniority date and were hired prior to January 1, 2020, a seniority date shall be calculated using all the hours accrued from the original date of employment.

Seniority of full-time employees shall always have priority over seniority of part time employees.

### Job Postings

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

### Lay-Off and Bumping

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

### Staff changes

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

## Qualifying Period

5.08 In the case of internal movement, the successful applicant shall be placed on a trial period of up to three (3) months. Conditional upon satisfactory service, the employee shall be declared permanent after the period of up to three (3) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, or the employee does not deem the new position a good fit for them and informs the Employer in writing, they shall be returned to their former position, wage, or salary rate and without loss of seniority.

Part-time employees will be placed on a trial period of four hundred and eighty (480) hours of scheduled work or six (6) months from the date of hire, whichever first occurs.

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

## Transfers Outside of the Bargaining Unit

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

## Loss of and Continuing Seniority

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

An employee shall only lose their seniority in the event:

- (i) They are discharged for just cause and are not reinstated.
- (ii) They resign in writing.
- (iii) They are absent from work in excess of five (5) working days without sufficient cause or without notifying the Regional District, unless such notice was not reasonably possible.

- (iv) They fail to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause.

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

- (v) They are transferred to a position outside the bargaining unit for a period in excess of six (6) months.
- (vi) They are not recalled within twelve (12) months of layoff.
- (vii) A casual employee does not work a shift in any twelve (12) month period. For the purposes of this clause, in-service meetings and external training are not considered a shift.
- (viii) A casual employee refuses shifts on three (3) consecutive occasions, without prior notification of unavailability.
- (ix) A casual employee has no availability to work during standard work hours or is uncontactable for a period of six (6) months.

### Recall Rights

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

## **ARTICLE 6 – HOURS OF WORK, OVERTIME AND WAGES**

### Hours of Work

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

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

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

6.02 Except where a flexible work schedule is implemented pursuant to the Employment Standards Act, for purposes of calculating overtime, eight (8) hours or ten (10) hours per day and forty (40) hours per week will be considered normal.

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

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

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

## Overtime

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

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

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

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

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

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

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

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

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

## Meal Allowance

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

## Travel Allowance

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

## On Call and Call-Outs

### 6.08 (a) On Call

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

### (b) Callouts

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

## Wages and Premiums

### Basic Wages

- 6.09 Wages shall be paid the Thursday following the pay period cut-off. Funds from direct deposits shall be made available the Thursday following the pay period cut-off.
- 6.10 The Regional District shall pay wages in accordance with Schedule "A" attached hereto and which forms part of this Agreement.
- 6.11 Pay cheques shall be accompanied by an itemized statement showing wages, overtime and all deductions.

### Shift Premiums

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

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

is eligible for the afternoon shift premium.

- (b) The afternoon shift premium shall only apply to the hours worked after 2:00 pm.
- (c) Where the Employer designates a Lead Hand the Lead Hand premium shall be one dollar per hour (\$1.00).

Effective January 1, 2024, the Lead Hand premium shall be one dollar and fifty cents per hour (\$1.50).

- 6.13 A weekend premium shall be one dollar (\$1.00) per hour for any full-time employees, scheduled to work on the weekend. The premium does not apply when time worked qualifies for Call-Out as per Article 6.08 (b).

#### In Lieu of Benefits

- 6.14 Part-time, casual and student employees are entitled to the following compensation in lieu of benefits and are excluded from shift premiums as per 6.12 and 6.13.

- i) Part-time – fourteen (14%) percent (two (2%) percent of fourteen (14%) percent to cover weekend and shift differentials) premium on every paycheque
- ii) Casual – ten (10%) percent premium on every paycheque
- iii) Student – ten (10%) premium on every paycheque

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

#### Working in Higher Classification

- 6.15 Any employee who is scheduled to work in a position above their normal classification, including maintenance shifts, will be paid the higher classification rate of pay for the time they are scheduled to work in the higher classification.
- 6.16 Designated Aquatic Shift Leader without Lifeguard 3 status will be paid the Lead Hand stipend if no Lifeguard 3 or Head Lifeguard is scheduled during the shift.

- 6.17 (a) The aquatic Parties agree that continuity of service and quality of service to the community is of primary importance;
- (b) Aquatic employee's work schedules may only be amended for reasons of sickness, vacation and authorized leave;
- (c) All amendments to work schedules are to be authorized by the aquatics Facilities Manager;
- (d) Aquatic employee's work schedules will be posted a minimum of forty-eight (48) hours in advance for instructional duties and fifteen (15) calendar days for lifeguarding duties.
- (e) Provided aquatic employees are qualified to perform the available work, then the seniority list will be used in all cases of work schedule amendments.

## **ARTICLE 7 – STATUTORY HOLIDAYS AND ANNUAL VACATIONS**

### Statutory Holidays

7.01 The recognized Statutory Holidays shall be as follows:

|                      |  |
|----------------------|--|
| New Year's Day       | Labour Day                               |
| Family Day           | National Day of Truth and Reconciliation |
| Good Friday          | Thanksgiving Day                         |
| Easter Monday        | Remembrance Day                          |
| Victoria Day         | Christmas Day                            |
| Canada Day           | Boxing Day                               |
| British Columbia Day |  |

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

7.02 All employees shall be paid for Statutory Holidays in accordance with the Employment Standards Act.

7.03 An employee who works on any recognized Statutory Holiday shall be paid time and one-half (1 ½) for hours worked plus a day's pay or be paid time and one-half (1 ½) for hours worked with a lieu day for the Statutory Holiday or be paid eight (8) hours straight pay for the Statutory Holiday and time off at one and one-half (1 ½) times in lieu of the hours worked. Time off shall be given as soon as possible thereafter at a time mutually agreeable between the Regional District and the employee.

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

### Annual Vacations

7.05 Vacation Entitlements Schedule

| <b>Years Service</b> | <b>Weeks Vacation</b>                     |
|----------------------|---|
| 1 to 4               | 3   |
| 5 to 10              | 4   |
| 11 to 17             | 5   |
| 18 to 22             | 6   |
| 23 plus              | 6 weeks plus 1 day for each year after 22 |

Vacation entitlement shall be calculated based on seniority date.

Vacation is pro-rated for partial years. This includes both the first and last year of qualifying for vacation leave. If, at the time of their final pay, the employee has used more vacation leave than their pro-rated entitlement, the Regional District will recuperate the difference. This will be done by reducing the equivalent hours pay from their final pay, or by invoice when necessary.

Vacation will also be prorated in years when the worker changes into a higher vacation leave entitlement.

Vacation entitlement shall be calculated January 1<sup>st</sup> of each year, based on the seniority date.

### Seniority and Vacation Selection

#### Approval for Vacation Request

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

Employees shall submit their vacation requests to their immediate supervisor or manager each year prior to February 28, for the twelve (12) month period starting April 1 of the current year through March 31 of the following year, and vacation schedules will be approved based on operational requirements by the RDKB prior to the end of March in each year.

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

#### Vacation Carry-Over

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

#### Calculation of Vacation Pay While Working Different Jobs

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

### Sick Leave While on Vacation

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

## **ARTICLE 8 – LEAVE OF ABSENCE**

### **Union Leave**

8.01 The Regional District agrees to grant leave of absence to any one duly elected Convention Delegate at any one time without pay, for the business purpose of the Union, up to a maximum of ten (10) working days per year, provided that at least two (2) weeks' notice in writing is given to the Regional District.

### **Elected to Public Office**

8.02 Any employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated, or who is elected to public office, other than Regional District offices, shall be granted leave of absence without loss of seniority by the Regional District for a period of one (1) year. Such leave of absence shall be renewed each year during their term of office.

- (a) The Union agrees to forward to the Regional District a written list of names of such stewards, a record of time spent by each steward in settling disputes and a list of replacements obtained for stewards who are required to be absent to settle disputes.
- (b) In order that the work of the Employer shall not be unreasonably interrupted, no steward shall leave their work without obtaining permission from their manager.
- (c) Upon two (2) weeks' notice in writing, an employee shall be entitled to leave of absence, without pay, for Union educational purposes.

### **Bereavement Leave**

8.03 An employee shall be granted a maximum of five (5) regularly scheduled days off with pay, inclusive of travel time, at the time of death of an employees; spouse, son, daughter, guardian, mother, father, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, common-law spouse, same sex partner, step-parent or step-child. Application for such leave is made to the manager.

### **Pallbearer Leave**

One (1) full day shall be granted without loss of salary or wages to attend a funeral as an active pallbearer.

### Jury Duty Leave

- 8.04 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 eight (8) hours per day or forty (40) hours per week. The employee shall remit payment received from the court for such Jury Duty to the Regional District. The employee shall return to work if dismissed by the Court before 12:00 noon.

### Leave of Absence Without Pay

- 8.05 The Employer shall grant leave of absence, without pay, and without loss of seniority, to any employee requesting such leave for good and sufficient reason, provided the employee's request is in writing, and that the granting of such leave shall be subject to the Employer's approval, up to a maximum of six (6) months.

### Maternity and Parental Leave

- 8.06 The Regional District of Kootenay Boundary agrees to provide Maternity and Parental leave as per the Employment Standards Act.
- 8.07 Should an employee require a longer period of Maternity leave because of health reasons and/or complications, an extension up to a maximum of three (3) months will be granted on production of a medical certificate.
- 8.08 An Employee shall give the employer at least two (2) weeks notice of their return to work after Maternity Leave/Parental Leave of Absence and they shall be returned to their former position. However, if their former position no longer exists, then they shall exercise their seniority rights.

### Parental Leave

- 8.09 Employees shall be granted two (2) day's leave of absence with pay upon the birth or adoption of a child.

### Education Leave

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

## Domestic Leave

- 8.11 (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 9 – SICK LEAVE**

- 9.01 Sick leave shall only be payable where illness or injury of the employee concerned incapacitates them to the extent that they cannot carry out their normal duties with the Regional District.
- (a) Full-time employees shall receive ten (10) sick days from January 1st of each year. (A sick day being the employees scheduled working shift).
  - (b) All other employees receive compensation in lieu of Sick Leave as per Article 6.14
- 9.02 When using sick leave, supporting medical evidence may be requested, and shall be provided by a qualified medical practitioner or specialist, as soon as reasonably possible.

### Medical Appointments

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

### Family Responsibility Leave

- 9.04 Employees are entitled to take up to five days of annual sick leave allotment and/or unpaid leave each employment year to:
- (a) tend to the care, health or education of a child in their care;
  - (b) tend to the care or health of any other member of their immediate family.

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

## **ARTICLE 10 – EMPLOYEE BENEFITS**

### Pension

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

### Superannuation

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

### Medical and Extended Health Benefits

10.03 Each paramedical benefit provided will be five hundred (\$500.00) each per person per year (e.g. acupuncturist, chiropractor, massage practitioner, physiotherapist, podiatrist, psychologist and speech language pathologist).

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

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

### Dental Plan

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

Plan "A" - 100% cost paid by Employer

Plan "B" – 60% cost paid by Employer

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

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

### Optical Plan

10.06 The Regional District will provide an Optical Plan for all eligible full-time employees who have successfully completed their probationary period covering a six hundred (\$600.00) dollar maximum payable over a twenty-four (24) month period and seventy-five (\$75.00) every twenty-four (24) month period for an eye exam. The premiums for this plan shall be paid 100% by the Employer. Eye exam coverage will increase on January 1<sup>st</sup>, 2024 to one hundred and twenty-five (\$125.00) dollars every twenty-four (24) months.

### Long-Term Disability

10.07 Eligible employees who have completed the probationary period shall be covered by a long-term disability insurance plan having a 180 calendar day qualifying period providing benefits up to three thousand (\$3,000.00) per month.

### Short-Term Disability

10.08 Weekly Indemnity Insurance – A taxable benefit of seventy-five (75%) percent of weekly earnings up to seven hundred and fifty dollars (\$750.00) or the benefit that qualifies for an E.I. premium reduction, for up to twenty-six (26) weeks following the qualifying period of:

- 0 days – injury
- 3 days – illness

### Hearing Aids

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

### Temporary Employee Benefits

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

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

- 14% in lieu of benefits will be applied to temporary postings less than six (6) months

Full benefits as per the Collective Agreement will be applied to temporary postings greater than six (6) months

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

## **ARTICLE 11 – OCCUPATIONAL HEALTH AND SAFETY COMMITTEE**

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

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

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

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

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

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

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

## **ARTICLE 12 – GENERAL PROVISIONS**

### Job Descriptions

- 12.01 (i) The Employer shall establish and maintain current job descriptions for all bargaining unit jobs. In the event the Employer creates a new bargaining unit position, or an existing bargaining unit position is changed, the Employer shall forward a new or changed job description (as applicable) to the Union for its review and comment, by way of the Joint Labour Management Committee. The Union shall be given an opportunity to review the new/changed job description and provide its comments to the Employer, after which the Employer will finalize the description.
- (ii) In the event of a failure by either party, to ratify the decision of the Joint Labour Management Committee or the inability of the Joint Labour Management Committee to arrive at a mutually satisfactory Job Description, the dispute should be addressed through the Grievance Procedure in accordance with Article 4 of this Agreement.

### Educational/Certification

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

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

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

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

## Classification/Re-Classification

- 12.03 (i) The Regional District and the Union agree in the case of the creation of any new job or in the case of any job which may hereafter change sufficiently to warrant re-classification to apply the relevant base rate to such job which shall be determined by the Joint Labour Management Committee. In the event that there could be a conflict of interest, an alternate will be utilized.
- (ii) In the event of a failure by either Party to ratify the decision of the Joint Labour Management Committee or the inability of the Joint Committee to arrive at a mutually satisfactory classification or re-classification, the dispute shall then be addressed through the Grievance Procedure in accordance with Article 4 of this Agreement.

## Instructional Administration and Preparation Time at Grand Forks Aquatic Centre

### Lifesaving Society and Leadership Courses

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

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

Preparation and Administrative time is set at forty (40%) percent of recommended course hours for Lifesaving Instructors, Swim Instructor Trainers, First Aid Instructors and National Lifeguard Instructors.

## Wellness/Physical Fitness Program

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

Such activities must be action oriented and/or educational and designed to modify lifestyles or behaviours to increase or improve muscular strength, skeletal strength, cardiovascular strength, flexibility or stability. The Employer will establish procedural requirements for re-imbursement of expenses related to the wellness program, including a list of Employer-approved eligible expenses under the program and a provision for employees to submit an application to the Employer for pre-approval of any proposed expenses that are not explicitly included on the Employer's list of approved eligible expenses.

The annual allowance for wellness expense reimbursement is:

Permanent Full-Time Employees - \$350.00  
Permanent Part-Time Employees - \$200.00

Fifty (\$50.00) dollar increase to the Permanent Full-Time Employees allotments will be implemented January 1, 2024.

Employee status at January 1 will determine annual eligibility.

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

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

## **ARTICLE 13 – CLOTHING & UNIFORMS**

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

### Lifeguards and Instructors:

- Tee-shirts, shorts, swim suits and school instructor suits as required.

Acceptable footwear to a maximum amount of one hundred and fifty (\$150.00) dollars per lifeguard employee per year. Reimbursement will be processed upon presentation of the sales slip.

### Certified Fitness Instructor:

- Acceptable footwear to a maximum amount of one hundred and fifty (\$150.00) dollars per fitness instructor per year. Reimbursement will be processed upon presentation of the sales slip.
- Acceptable fitness clothing to a maximum amount of two hundred (\$200.00) per fitness instructor per year. Reimbursement will be processed upon presentation of an itemized sales slip(s).

### Maintenance Personnel:

- Coveralls as required.
- Portion of safety footwear purchased every year for the amount of two hundred (\$200.00) dollars increasing to two hundred and fifty (\$250.00) dollars on January 1<sup>st</sup> 2024.

### Cashier and Maintenance Personnel at Aquatic Centre:

Tee-shirts as required

### Landfill Employees/Water/Wastewater Operator(s):

- Portion of safety footwear purchased every year for the amount of two hundred (\$200.00) dollars, increasing to two hundred and fifty (\$250.00) dollars on January 1<sup>st</sup> 2024.

### Building Inspection and Plumbing Officials

Safety and identification clothing as required. Portion of safety footwear purchased every year for the amount of two hundred (\$200.00) dollars, increasing to two hundred and fifty (\$250.00) dollars on January 1<sup>st</sup> 2024.

### Safety Equipment

- Necessary safety equipment per WorkSafe BC regulations.

Bylaw Enforcement Officers

- Uniform, safety and identification clothing and PPE as required. Portion of safety footwear purchased every year for the amount of two hundred (\$200.00) dollars, increasing to two hundred and fifty (\$250.00) dollars on January 1<sup>st</sup> 2024.

13.02 Allowances cannot be combined.

13.03 Casual employees that have passed probation will only be eligible for allowances once they have completed five (5) shifts during the current calendar year. For the purposes of this clause, in-service meetings and external training are not considered shifts.

## **ARTICLE 14 – HARASSMENT AND DISCRIMINATION**

14.01 The parties agree there shall be no discrimination, intimidation, coercion, or harassment exercised or practiced with respect to any employee for any reason.

**ARTICLE 15 – TERM OF AGREEMENT**

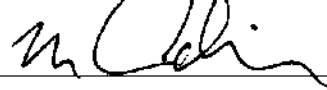


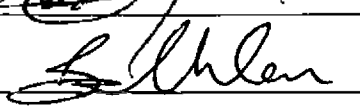
15.01 This Agreement shall remain in effect for a term of three (3) years from January 1, 2023 through until December 31, 2025, but shall not terminate at the expiration of that period unless notice in writing has been given by one Party to the other within four (4) months but not less than two (2) months immediately preceding the date of expiry.

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

IN WITNESS WHEREOF the Parties have caused these presents to be signed by their respective officers thereunto lawfully authorized in that behalf, this 21<sup>st</sup> day of NOVEMBER, 2023.

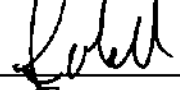
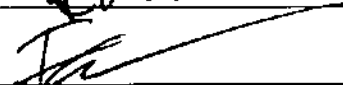
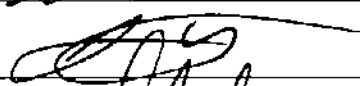
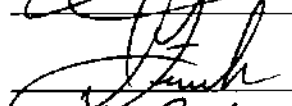
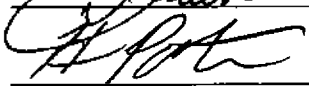
SIGNED ON BEHALF OF:

THE REGIONAL DISTRICT OF  
KOOTENAY BOUNDARY

  
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SIGNED ON BEHALF OF:

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2254

  
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## SCHEDULE A – RATES OF PAY

| JOB TITLE   | 2023<br>5% | 2024<br>4% | 2025<br>3% |
|---|------------|------------|------------|
| <b>RECREATION</b>                                     |            |            |            |
| PROGRAM LEADER (GF)                                   | 21.00      | 21.84      | 22.50      |
| CASHIER RECEPTIONIST                                  | 23.22      | 24.14      | 24.87      |
| SUMMER PARKS PROGRAM LEADER (BV)                      | 24.83      | 25.83      | 26.60      |
| COMMUNITY PROGRAMMER                                  | 27.69      | 28.80      | 29.66      |
| EVENT ADMINISTRATOR                                   | 27.69      | 28.80      | 29.66      |
| PROGRAM SERVICES ASSISTANT                            | 27.69      | 28.80      | 29.66      |
| ACCOUNTS AND PROGRAM CLERK                            | 32.94      | 34.26      | 35.28      |
| PROGRAM SERVICES COORDINATOR (BV)                     | 35.49      | 36.91      | 38.02      |
| RECREATION SUPERVISOR                                 | 37.98      | 39.50      | 40.68      |
| RFA 1A - OPERATOR IN TRAINING                         | 28.81      | 29.96      | 30.86      |
| RFA 1B - ICE FACILITY OPERATOR                        | 29.99      | 31.19      | 32.12      |
| RFA 2 - REFRIGERATION OPERATOR                        | 31.97      | 33.25      | 34.25      |
| RFA 3 - CHIEF ENGINEER                                | 35.49      | 36.91      | 38.02      |
| FACILITIES MAINTENANCE SUPERVISOR                     | 37.98      | 39.50      | 40.68      |
| PARKS & RECREATION ATTENDANT I (Seasonal)             | 27.16      | 28.25      | 29.10      |
| PARKS & RECREATION ATTENDANT II (Seasonal)            | 31.97      | 33.25      | 34.25      |
| LIFEGUARD INSTRUCTOR 1                                | 23.22      | 24.14      | 24.87      |
| LIFEGUARD INSTRUCTOR 2                                | 25.52      | 26.54      | 27.33      |
| LIFEGUARD INSTRUCTOR 3                                | 29.06      | 30.23      | 31.13      |
| HEAD LIFEGUARD  | 32.94      | 34.26      | 35.28      |
| AQUATIC COORDINATOR                                   | 35.49      | 36.91      | 38.02      |
| <b>FACILITIES MAINTENANCE</b>                         |            |            |            |
| CUSTODIAN 1   | 28.81      | 29.96      | 30.86      |
| BUILDING MAINTENANCE 1                                | 28.81      | 29.96      | 30.86      |
| BUILDING MAINTENANCE 2                                | 31.68      | 32.95      | 33.93      |
| BUILDING MAINTENANCE 3                                | 35.13      | 36.54      | 37.63      |
| BUILDING MAINTENANCE 3/ELECTRICIAN FSR                | 41.35      | 43.00      | 44.29      |
| <b>ADMINISTRATION/FINANCE</b>                         |            |            |            |
| SUMMER STUDENT/CO-OP STUDENT OR CAREER PATH POSITIONS | 22.58      | 23.48      | 24.18      |
| CLERK/SECRETARY/RECEPTIONIST                          | 32.09      | 33.37      | 34.37      |
| IT SUPPORT ANALYST                                    | 32.94      | 34.26      | 35.28      |
| RECORDS MANAGEMENT COORDINATOR                        | 32.94      | 34.26      | 35.28      |
| ACCOUNTS RECEIVABLE CLERK                             | 34.91      | 36.31      | 37.40      |
| ACCOUNTING TECHNICIAN                                 | 36.75      | 38.22      | 39.37      |
| PAYROLL & ACCOUNTS PAYABLE COORDINATOR                | 38.69      | 40.24      | 41.45      |
| IT SYSTEMS ANALYST                                    | 39.10      | 40.67      | 41.89      |
| FINANCIAL ANALYST                                     | 42.56      | 44.26      | 45.59      |
| SENIOR FINANCE ANALYST                                | 46.36      | 48.21      | 49.66      |
| NETWORK INFRASTRUCTURE ANALYST                        | 46.61      | 48.47      | 49.93      |

**ENVIRONMENTAL SERVICES**

|  |       |       |       |
|--|-------|-------|-------|
| LANDFILL ATTENDANT                     | 27.98 | 29.10 | 29.97 |
| CHIEF LANDFILL ATTENDANT               | 35.49 | 36.91 | 38.02 |
| LANDFILL SUPERVISOR                    | 40.23 | 41.83 | 43.09 |
| SOLID WASTE OPERATIONS SUPERVISOR      | 46.36 | 48.21 | 49.66 |
| EQUIPMENT OPERATOR                     | 32.07 | 33.35 | 34.35 |
| CHIEF OPERATOR-EQUIPMENT & MAINTENANCE | 37.98 | 39.50 | 40.68 |
| COMMUNICATIONS & OUTREACH AMBASSADOR   | 32.09 | 33.37 | 34.37 |
| RETROFIT PROGRAM COORDINATOR           | 38.69 | 40.24 | 41.45 |
| ENGINEERING & SAFETY COORDINATOR       | 40.23 | 41.83 | 43.09 |
| ENV. COMMS AND PROGRAM COORDINATOR     | 40.23 | 41.83 | 43.09 |
| PROJECT COORDINATOR                    | 40.23 | 41.83 | 43.09 |

**PLANNING**

|                             |       |       |       |
|-----------------------------|-------|-------|-------|
| SENIOR PLANNING SECRETARY   | 34.91 | 36.31 | 37.40 |
| GIS TECHNICIAN              | 37.57 | 39.07 | 40.24 |
| SENIOR PLANNING TECHNICIAN  | 39.10 | 40.67 | 41.89 |
| BYLAW ENFORCEMENT OFFICER   | 42.56 | 44.26 | 45.59 |
| PLANNER                     | 42.56 | 44.26 | 45.59 |
| SENIOR PLANNER              | 46.36 | 48.21 | 49.66 |
| WATERSHED PLANNER           | 46.36 | 48.21 | 49.66 |
| CURRENT PLANNING SUPERVISOR | 47.41 | 49.30 | 50.78 |

**BUILDING INSPECTION**

|  |       |       |       |
|--|-------|-------|-------|
| BUILDING & PLUMBING OFFICIAL - LEVEL 1 | 42.56 | 44.26 | 45.59 |
| BUILDING & PLUMBING OFFICIAL - LEVEL 2 | 43.82 | 45.57 | 46.94 |
| BUILDING & PLUMBING OFFICIAL - LEVEL 3 | 48.41 | 50.34 | 51.85 |

**UTILITIES**

|                                       |       |       |       |
|---------------------------------------|-------|-------|-------|
| WATER/WASTEWATER OPERATOR IN TRAINING | 35.15 | 36.56 | 37.66 |
| WATER/WASTEWATER OPERATOR 1           | 37.81 | 39.32 | 40.50 |
| WATER/WASTEWATER OPERATOR II          | 39.54 | 41.12 | 42.36 |
| CHIEF OPERATOR UTILITIES              | 41.35 | 43.00 | 44.29 |

## **LETTER OF UNDERSTANDING NO.1**

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

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


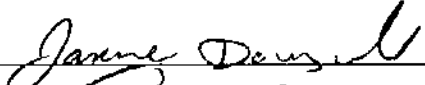
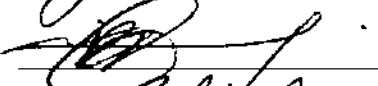

- Columbia Pollution Control Centre (CPCC) and associated works/equipment;
- Regional Wastewater Collection System(s) and associated works/equipment;
- Columbia Gardens Water System and associated works/equipment.
- Rivervale Water System and associated works/equipment
- Warfield Water Treatment

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

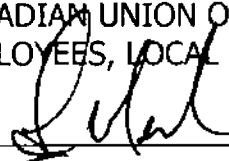
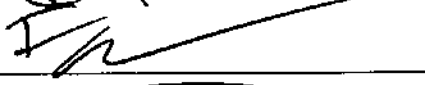

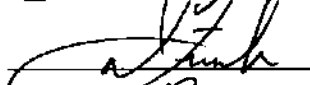
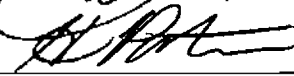
1. That facilities and their associated works/equipment receive daily maintenance activities as required throughout the year on a 24 hour, 7 day a week schedule.
2. That Operators of the facilities perform maintenance activities throughout the year on a rotational schedule, which shall be created on a yearly basis and in a fair and equitable manner. That schedule will consist of regular shifts that provide operational coverage between the hours of 7:00 am to 3:00 pm with a running lunch, Monday through Friday, and 7:00 am to 11:00 am Saturdays, Sundays and statutory holidays. The schedule will also indicate when an Operator shall be on-call.
3. An Operator working during a Saturday and Sunday shift will bank two hours each day plus be provided a day off, in lieu of, on the Friday following that weekend shift.
4. The Operators scheduled to be on-call as per the rotational schedule is required to respond to all emergencies calls/situations regarding any facility and/or their associated works/equipment.
5. In the event of a call-out, the Operator will receive compensation in respect to Article 6 - Section 3 – On Call and Call Outs of the Collective Agreement in addition to the per diem on-call rate outlined above.

IN WITNESS WHEREOF the Parties have caused these presents to be signed by their respective officers thereunto lawfully authorized in that behalf, this 21 day of November 2023.

SIGNED ON BEHALF OF:  
THE REGIONAL DISTRICT OF  
KOOTENAY BOUNDARY

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

  
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**LETTER OF UNDERSTANDING NO.2**

**RE: PARKS AND RECREATION ATTENDANT 2 – BENEFITS – LEO MORAND**

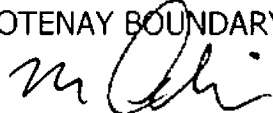


The Regional District of Kootenay Boundary has previously created a Parks and Recreation Attendant 2 position which works in Christina Lake. This is a seasonal position, working generally between March and October each year. The remainder of the year the position is laid off.

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

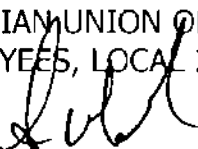
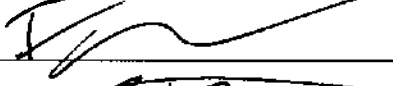

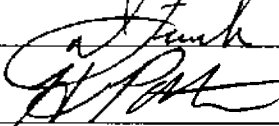
If this option is exercised by the employee, the employee will experience no interruption in those benefits that the benefit carrier will allow to be carried through a lay-off period.

IN WITNESS WHEREOF the Parties have caused these presents to be signed by their respective officers thereunto lawfully authorized in that behalf, this 21 day of November 2023.

SIGNED ON BEHALF OF:  
THE REGIONAL DISTRICT OF  
KOOTENAY BOUNDARY

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

  
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**LETTER OF UNDERSTANDING NO.3**

RE: RFA EMPLOYEES


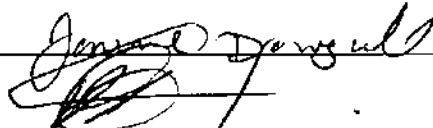

New Non-Ticketed Employees

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

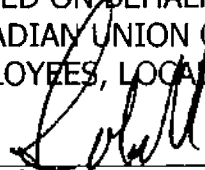
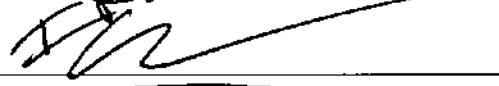

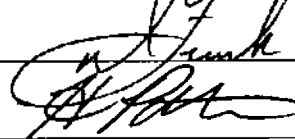
The Parties agree that if the employee is not successful in passing the exam on the second attempt the Chief Administrative Officer and a Union designate will meet with the employee to discuss underlying problems.

IN WITNESS WHEREOF the Parties have caused these presents to be signed by their respective officers thereunto lawfully authorized in that behalf, this 21 day of November 2023.

SIGNED ON BEHALF OF:  
THE REGIONAL DISTRICT OF  
KOOTENAY BOUNDARY

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

  
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**LETTER OF UNDERSTANDING NO.4**

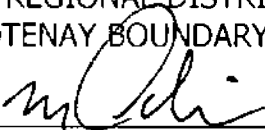
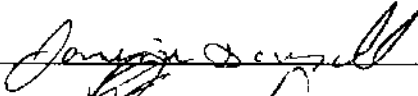

RE: Water/Wastewater Operator 2 (Modified Duties)

In consultation with all parties, the Regional District has created a new position, Water/Wastewater Operator - Modified Duties, to accommodate Frank Ciardullo. This position is an addition to the existing team of Operators. The position does not participate in the on-call program.

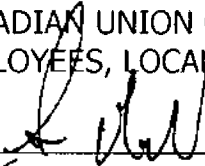
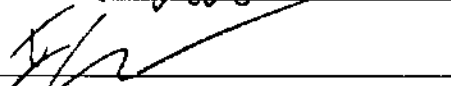

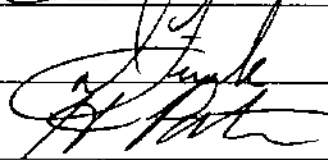
In the event of Frank Ciardullo's resignation, or retirement from the position, the parties agree that the position will no longer be required for a Bona Fide reason, and as such, the Employer will not be obligated to meet the requirements outlined in Article 5.06.

IN WITNESS WHEREOF the Parties have caused these presents to be signed by their respective officers thereunto lawfully authorized in that behalf, this 21 day of November 2023.

SIGNED ON BEHALF OF:  
THE REGIONAL DISTRICT OF  
KOOTENAY BOUNDARY

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

  
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**LETTER OF UNDERSTANDING NO. 5**

**RE: Flexible/Modified Work Week (Administration Building Workers)**

The parties agree that a Flexible/Modified Work Week for Administration Building Workers will be investigated by a committee.

The parties acknowledge for the program to be successful, flexibility will need to be a priority, the program will be cost neutral, will not create operational hardships for the Regional District, and will consider impacts to public service levels.


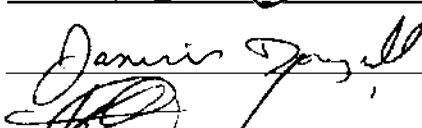

The parties agree to establish a committee made up of three (3) representatives from each party, with at least two (2) representatives from each party to have been present at the 2023 negotiations.

Within thirty (30) days of the final signing of this Agreement, the Regional District will provide notice to the Union to designate members to the Committee.

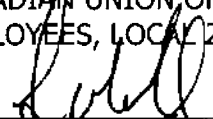

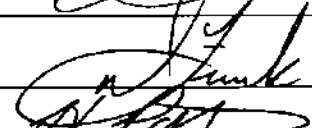
Within sixty (60) days of the final signing of this Agreement, the Committee shall meet to mutually agree to terms of reference for this committee.

IN WITNESS WHEREOF the Parties have caused these presents to be signed by their respective officers thereunto lawfully authorized in that behalf, this 21 day of November 2023.

SIGNED ON BEHALF OF:  
THE REGIONAL DISTRICT OF  
KOOTENAY BOUNDARY

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

  
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**LETTER OF UNDERSTANDING NO. 6**

RE: IT Support Analyst Temporary Schedule Accommodation

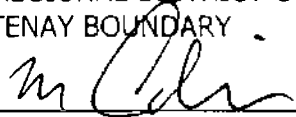

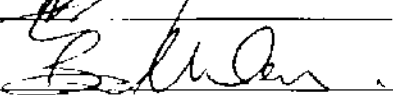
In consultation with all parties, the Regional District agrees to temporarily amend Ian Parulan's employment status from permanent full-time to temporary part-time from September 11, 2023, until April 19, 2024, to accommodate the member.

During this period, the member is not considered full-time and is not entitled to full-time benefits. Rather, the member is considered temporary part-time and receives temporary and/or part-time entitlements as per Articles 5.04, 6.14, 10.10 and any other relevant Articles not explicitly mentioned.

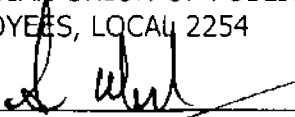
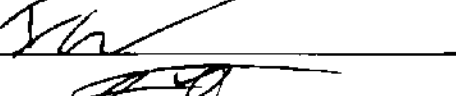
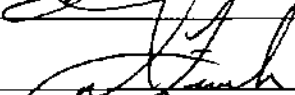

The parties further agree that the accommodation will not be extended, and that the worker will return to their permanent full-time employment at the end of the specified accommodation.

IN WITNESS WHEREOF the Parties have caused these presents to be signed by their respective officers thereunto lawfully authorized in that behalf, this 21 day of November 2023.

SIGNED ON BEHALF OF:  
THE REGIONAL DISTRICT OF  
KOOTENAY BOUNDARY

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

  
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**LETTER OF UNDERSTANDING NO. 7**

**RE: Grand Forks Aquatic Centre Staffing Structure**

Upon ratification of this Collective Agreement, changes to Lifeguard classification and pay rates take effect, as per Article 6.16 and Schedule A. The following employees are exempt from these changes:

- Sydney Holbrook
- Samuel Sjoden
- Elora Beitz

Rather than Article 6.16, these employees will be entitled to:

- An aquatic Shift Leader without Lifeguard 3 status will be paid the higher rate of pay if no Lifeguard 3 is scheduled during the shift.


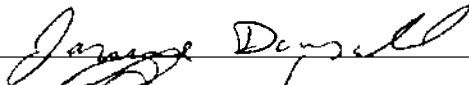
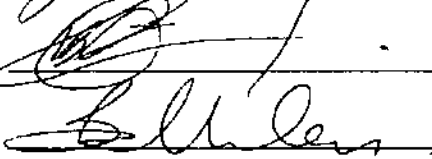
Rather than what is outlined in Schedule A, the employees will be entitled to:

| <b>Job Title</b>      | <b>2023<br/>5%</b> | <b>2024<br/>4%</b> | <b>2025<br/>3%</b> |
|-----------------------|--------------------|--------------------|--------------------|
| Lifeguard in Training | 23.22              | 24.15              | 24.87              |
| Lifeguard 1           | 25.52              | 26.54              | 27.34              |
| Lifeguard 2           | 26.53              | 27.59              | 28.42              |

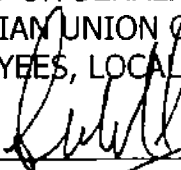
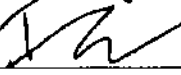

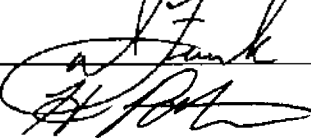
These exceptions will terminate as each worker achieves Lifeguard 3 status, or upon each worker's resignation or retirement.

IN WITNESS WHEREOF the Parties have caused these presents to be signed by their respective officers thereunto lawfully authorized in that behalf, this 21 day of November 2023.

SIGNED ON BEHALF OF:  
THE REGIONAL DISTRICT OF  
KOOTENAY BOUNDARY

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

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

  
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