

# **COLLECTIVE AGREEMENT**

**between**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 2167**

**and the**

**NORTHERN ROCKIES  
REGIONAL MUNICIPALITY**

**January 1<sup>st</sup>, 2022 - December 31<sup>st</sup>, 2024**

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**This Agreement entered into this 28<sup>th</sup> day of June, 2022**

**Between: Northern Rockies Regional Municipality**  
(hereinafter referred to as “the Employer”) Party of the First Part

**And: The Canadian Union of Public Employees, Local 2167**  
(hereinafter referred to as “the Union”) Party of the Second Part

**ARTICLE 1 – PREAMBLE**

**1.01 PREAMBLE**

It is the purpose of both parties to this Agreement:

- 1) To maintain harmonious relations and settled conditions of employment between the Employer and the Union;
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions;
- 3) To encourage efficiency in operations;
- 4) To promote the morale, well-being and security of all Employees in the Bargaining Unit of the Union; and

It is now desirable that methods of bargaining and all matters relating to the working conditions of the Employees be drawn up in a Collective Agreement.

**ARTICLE 2 - MANAGEMENT RIGHTS**

**2.01 MANAGEMENT RIGHTS**

The Union recognizes the right of the Employer to manage, supervise and control its operations, subject to the terms of the Agreement. Such rights shall include, but not be limited to: directing the working forces; to hire, transfer, promote, demote, assign work; discipline, suspend, discharge for proper cause; to lay off, determine job content & evaluate jobs, and to establish regulations for the conduct of Employees that are not contrary to this Collective Agreement. The Employer shall exercise its rights in a fair and reasonable manner.

## **ARTICLE 3 - RECOGNITION AND NEGOTIATION**

### **3.01 BARGAINING UNIT**

The Employer recognizes the Canadian Union of Public Employees and its Local 2167 as the sole and exclusive collective bargaining agent for all of its Employees as certified by the Labour Relations Board and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between parties aiming towards a peaceful and amicable settlement of any differences that may arise between them.

### **3.02 EXCLUSIONS**

The parties to this Agreement hereby agree to exclude the following positions from the terms and conditions of the Collective Agreement: the Chief Administrative Officer, Director of Human Resources/Deputy Chief Administrative Officer, Director of Finance, Corporate Manager, Fire Chief, Director of Public Works, Director of Recreation and Facilities, Director of Regional Development and Planning, Deputy Corporate Manager, Deputy Director of Finance, Deputy Fire Chief, Technological Services Manager, Public Works Operations Manager, **Public Works Administration Manager, Recreation Operations Manager**, Regional Development Officer, Legislative Services Coordinator, Chief Building Inspector, Recreation Program Manager, Airport Manager, Planner, **Land & Natural Resources Coordinator**, Community Resource and Planning Officer, and Aquatics Manager. This article does not prejudice any further positions that may be created.

### **3.03 WORK OF THE BARGAINING UNIT**

Persons whose jobs are not in the Bargaining Unit shall not work on any jobs which are included in the Bargaining Unit, except for purposes of instruction, emergencies and cases mutually agreed upon by the parties. There shall be no reduction in the hours of work or pay of any Employee as a result of the aforementioned exceptions.

### **3.04 DEFINITIONS OF EMPLOYEES**

Full Time Employee - is an Employee who is employed on a regular basis in a position which is continuous and who works a 35 to 40 hour week depending on their classification.

Part Time Employee - is an Employee who works on a continuous basis to a maximum of 35 to 40 hour week as applicable to their classification.

Casual Employee - is an Employee who works day to day as needed or on an unscheduled or non-regular scheduled basis.

Short Term Employee - is an Employee who works in a full or part time position for a period not to exceed 24 weeks or in the case of maternity leave replacement, the number of weeks available for that leave. The period may be extended upon mutual consent of both parties to this agreement.

Student Employee - is an Employee who attends school or is returning to school in the next school year

### 3.05 NO OTHER AGREEMENTS

No Employee shall be required or permitted to make a written or verbal agreement with the Employer or their representatives which may conflict with the terms of this Collective Agreement.

### 3.06 UNION OFFICERS AND COMMITTEE MEMBERS

Union Officers and Committee members shall be entitled to leave their work during working hours in order to carry out their functions under this Agreement, including the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations, and arbitration.

Permission to leave work for such purposes during working hours shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing such Union duties during regular working hours shall be considered time worked.

## **ARTICLE 4 - NO DISCRIMINATION OR HARASSMENT**

### 4.01 NO DISCRIMINATION

The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion excised or practised with respect to any Employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise, by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, family relationship, place of residence, nor by reason of their membership or activity in the Union or non-membership in the Union.

#### 4.02 RESPECTFUL WORKPLACE

The Northern Rockies Regional Municipality and CUPE Local 2167 respects the rights and interests of all individuals and is committed to providing a working environment free of bullying, harassment, and discrimination

The NRRM Respectful Workplace Policy, developed in accordance with provincial health and safety legislation and by the Regional Municipality and CUPE Local 2167, shall be subject to ongoing review and recommendation to the Regional Council by the Labour/Management Committee.

In the event that an Employee believes they have been victim of bullying or harassment, they shall initiate a complaint in accordance with the NRRM Respectful Workplace Policy. In the event that the complaint is not satisfactorily resolved a grievance may be initiated at Step 3.

### **ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT**

#### 5.01 UNION MEMBERSHIP REQUIREMENT

All new Employees, as a condition of employment, shall become and remain members in good standing of the Union within 30 days of employment. All those Employees now members of the Union must maintain their membership in the Union. Those Employees not members at the date of certification of the Bargaining Unit do not have to join the Union.

### **ARTICLE 6 - CHECK-OFF OF UNION DUES**

#### 6.01 CHECK-OFF PAYMENTS OF UNION DUES

The Employer shall deduct from every Employee any dues, initiation fees or assessments levied by the Union.

#### 6.02 DEDUCTIONS & NOTIFICATION TO THE UNION

As a condition of employment, every Employee shall authorize in writing the deduction of Union dues, initiation fees and assessments. Deduction shall be made from each bi-weekly pay cheque and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15<sup>th</sup> day of the following month, accompanied by a list of the names of Employees from whose wages the deductions have been made. The Union shall be notified of all appointments, hiring, layoffs, transfers, recalls and terminations of employment.

**6.03 T-4 SLIP CALCULATION**

Total Union deductions shall be calculated by the Employer and shown on each Employee's T4 slip.

**ARTICLE 7 - THE EMPLOYER SHALL ACQUAINT NEW EMPLOYEES****7.01 THE EMPLOYER SHALL ACQUAINT NEW EMPLOYEES**

The Employer agrees to acquaint new Employees within 5 days worked from commencement of employment, with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off. The Employer shall provide, at their expense, 1 copy of the Union Agreement to each Employee. For the purpose of satisfying the Employer's obligation under this clause, Employees may be given electronic access to this agreement.

**ARTICLE 8 - CORRESPONDENCE****8.01 CORRESPONDENCE**

The channel for correspondence between the parties arising out of the Agreement or incidental thereto shall pass to and from the Regional Administrator and the Secretary of the Union, except as otherwise provided in this agreement.

**ARTICLE 9 - JOINT CONSULTATION AND ADJUSTMENT PLANS COMPOSITION OF COMMITTEE****9.01 LABOUR-MANAGEMENT COMMITTEE**

The Labour-Management Committee shall consist of the President of the Union and 2 members elected by the Union, and the Administrator, and 2 members of Management of the Regional Municipality. The Committee shall meet at least once every 3 months or whenever necessary by mutual agreement. Employees shall not suffer any loss of pay for time spent with the Committee. The Administrator and the Union President shall be designated as joint chairpersons and shall alternate in presiding over meetings.

## 9.02 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 or any Employee bound by this Agreement.

The Committee shall not deal with grievances nor collective bargaining for the renewal, extension or modification of this collective agreement.

The Committee may review the Collective Agreement for opportunities to make the language clearer and more concise. Mutually agreed changes could be added as Memorandum of Understandings to the current collective agreement and/or tabled for consideration for inclusion in the next contract.

## **ARTICLE 10 - LABOUR-MANAGEMENT BARGAINING RELATIONS**

### 10.01 REPRESENTATION

The Union will supply the Employer with the names of its officers and keep the list current. Likewise, the Employer shall supply the Union with a list of its supervisory personnel.

### 10.02 UNION BARGAINING COMMITTEE

A Union Bargaining Committee shall be elected or appointed and consist of not more than 4 members of the Union, who shall not be more than 1 member from each department, except the Recreation Department which shall have 1 representative from the Pool and 1 from the Recreation Centre. No committee member shall be expected to negotiate the equivalent of a normal work day, then work within the same day.

### 10.03 FUNCTION OF THE BARGAINING COMMITTEE

All matters pertaining to rates of pay, hours of work, collective bargaining and other working conditions shall be the subject of negotiation between the Union Bargaining Committee and the Employer.

### 10.04 REPRESENTATIVE OF CUPE

The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer or when investigating grievances.

## **ARTICLE 11 - RESOLUTIONS OF GRIEVANCES**

### **11.01 GRIEVANCE PROCESS**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and 1 Union Steward. The Steward may assist any Employee which the Steward represents, in preparing and presenting their grievance in accordance with the grievance procedure.

### **11.02 NAME OF STEWARD & GRIEVANCE COMMITTEE**

The Union shall notify the Employer in writing of the name of the Steward and the members of the Grievance Committee before the Employer shall be required to recognize them.

### **11.03 PERMISSION TO LEAVE WORK**

The Employer agrees that Steward(s) shall not be restrained in the performance of their duties, as provided in the Article. The Union recognizes that each Steward is employed by the Employer and that they will not leave their work during working hours except with the permission of their supervisor, which permission shall not be unreasonably withheld. Such permission shall be limited to 1 Steward.

### **11.04 DEFINITION OF GRIEVANCES**

A grievance shall be defined as any difference arising out of interpretation, application, operation or alleged violation of the Collective Agreement, or a case where the Employer is alleged to have acted unjustly or improperly.

In this regard, the Employer is defined as members of the Regional Council and their representatives, supervisory management staff and department heads.

### **11.05 GRIEVANCE PROCEDURE**

**Step 1:** Any Employee who believes they have a complaint or difference shall discuss the complaint or difference with their immediate Management Supervisor within 7 calendar days of first becoming aware of the complaint or difference. If any complaint or difference is not satisfactorily settled by the Management Supervisor within 48 hours of discussion, it may be processed within an additional seven (7) calendar days in the following manner: The Union may file a grievance, in writing, with the respective Department Head, who shall give the union their decision in writing within seven (7) calendar days of the submission of the grievance.

**Step 2:** If the grievance is not resolved under Step 1, the Union may submit the grievance to the Administrator within 7 calendar days of the date that they received the decision under Step 1. Arrangements for the hearing shall be made within 48 hours of receipt of the Union's response and within 7 calendar days of hearing the dispute, Management will reply to the Union in writing. Within 7 calendar days of receiving the reply, the Union will either accept or reject the decision in writing.

**Step 3:** Failing satisfactory settlement being reached under Step 2, application shall be made to the Employer in writing, stating the grievance concerned, and a hearing shall be granted at the next Regular meeting of the Regional Council. Failing satisfactory settlement being reached within 14 calendar days after the dispute has been heard by the Regional Council, the Union on giving 48 hours notice in writing to the Employer of its intention, refer the dispute to arbitration.

Where a dispute involving a question of general application or interpretation occurs, or where a group of Employees of the Union has a policy grievance, Step 1 may be by-passed.

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

#### 11.06 GRIEVANCE PROCEDURE INITIATED AT 'STEP 2'

A grievance shall be commenced within the time period for initiating a grievance, at Step 2 in the case of:

- A) A policy grievance, by the Union or a group of Employees;
- B) A grievance by the Employer;
- C) A grievance involving a question of general application or interpretation;
- D) Sexual harassment.
- E) Unjustly discharged or suspended.

**ARTICLE 12 - ARBITRATION****12.01 COMPOSITION OF BOARD OF ARBITRATION**

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within 5 working days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The 2 Arbitrators shall then meet to select an impartial Chair.

**12.02 FAILURE TO APPOINT**

If the Party receiving the Notice fails to appoint an arbitrator, or if the nominees fail to agree upon a chairman within 7 calendar days of their appointment, application can be made to the Director of the Collective Agreement Arbitration Bureau or to the Minister of Labour, as appropriate, who shall make the necessary appointments.

**12.03 BOARD PROCEDURE**

The Board of Arbitration shall determine its own procedure but shall give full opportunity to all parties to present evidence and to make presentations. In its attempts at justice, the Board shall, as much as possible, follow a layperson's procedure and shall avoid legalistic or formal procedures.

**12.04 DECISION OF THE BOARD**

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chair shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.

**12.05 DISAGREEMENT ON DECISION**

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chair of the Board of Arbitration to reconvene the Board to clarify the decision.

#### 12.06 EXPENSES OF THE BOARD

Each party shall pay:

- 1) the fees and expenses of the Arbitrator it appoints, and
- 2) ½ of the fees and expenses of the Chair.

#### 12.07 AMENDING OF TIME LIMITS

The time limits fixed in both grievance and arbitration procedure may be extended by consent of the parties in writing. Statutory Paid Holidays shall not be considered a day for purposes of time limits in the grievance or arbitration procedure. The time limits in this agreement are not mandatory, but merely discretionary.

#### 12.08 WITNESSES

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 the 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.

#### 12.09 AMENDMENTS

An arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision which they deem just and equitable.

#### 12.10 EXPEDITED ARBITRATION

The parties agree that either party may refer grievances to expedited arbitration in accordance with Section 104 of the Labour Relations Code.

### **ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE**

#### 13.01 JUST CAUSE

Discharge or suspension of an Employee shall be for just cause. Just cause shall not include refusal of an Employee to cross a picket line arising out of a labour dispute.

### 13.02 WARNINGS

Whenever the Employer or their authorized agent deems it necessary to censure an Employee in a manner indicating that discipline or dismissal may follow any repetition of the act complained of or omission referred to or may follow if such Employee fails to bring their work up to a required standard by a given date, the Employer shall within 5 working days thereafter give written particulars of such censure to the Employee involved, with a copy to the Secretary of the Union.

### 13.03 ACCESS TO PERSONNEL FILE

An Employee shall have the right, upon written request to review their current employment related personnel file and shall have the right to respond in writing to any document contained therein.

Such reply shall become part of the permanent record. Requests by the Employee to remove material from their file shall not be unreasonably withheld.

### 13.04 RIGHT TO GRIEVE

An Employee who considers themselves to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under the grievance procedure. Step 1 of the grievance procedure shall be omitted in such case.

### 13.05 TERMINATION

An Employee terminated by the Employer shall receive within 1 business day, excluding weekends and holidays, all monies owing to the Employee as well as any documentation. The Employee shall return all Regional Municipality property prior to receipt of termination wages and documentation.

## **ARTICLE 14 - SENIORITY**

### 14.01 SENIORITY DEFINED

Seniority is defined as the length of service in the Bargaining Unit. Short-term Employees are not eligible for seniority. If a short-term Employee is hired on a permanent basis, seniority will be calculated from the date of hire where there has been no break in service.

Part-Time and Casual Employees will accumulate seniority on the basis of 1 year's service for every:

- A) 1820 hours worked for those Employees who work in a position where the regular work week is 35 hours, or
- B) 2080 hours worked for those Employees who work in a position where the regular work week is 40 hours.

#### 14.02 SENIORITY LIST

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

#### 14.03 PROBATION OF NEWLY HIRED EMPLOYEES

A newly hired Employee shall be on probation for a period of 3 months worked from the date of hiring defined as a minimum 455 hours for 35 hours/week staff and 516 hours for 40 hours/week staff worked from the date of hiring.

The employment of such Employees may be terminated at any time during this period for cause. During the probationary period, an Employee shall not be entitled to any Health and Welfare Benefits under the terms of this Agreement. After completion of the probationary period, seniority shall be effective from the original date of employment. The probationary period may be extended on mutual agreement of both parties.

A probationary Employee will be paid at a rate of 90% of the hired position rate, unless the Employee has completed a probationary period in the same job within the previous 12 months.

#### 14.04 LOSS OF SENIORITY

An Employee shall not lose seniority rights if they are absent from work because of sickness, accident, layoff, leave of absence or long-term disability leave approved by the Employer.

An Employee shall lose their seniority in the event:

- 1) They are discharged for just cause and is not reinstated;
- 2) They resign;

- 3) They are absent from work in excess of 2 working days without sufficient cause or without notifying the Employer;
- 4) They fail to return to work within 7 calendar days following recall notice after being notified by mail at their last known address to do so, unless having proof of sickness or other just cause. It shall be the responsibility of the Employee to keep the Employer 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;
- 5) They are laid off for a period of longer than 1 year;
- 6) **They are a casual employee who is unavailable for work for a period longer than 6 months;**
- 7) Retires;
- 8) Is paid severance pay.

#### 14.05 TRANSFERS AND PROMOTIONS OUTSIDE THE BARGAINING UNIT

No Employee shall be transferred to a position outside the Bargaining Unit without their consent. If an Employee is transferred or promoted to a position outside the Bargaining Unit they shall retain their seniority accumulated up to the date of leaving the Unit, but will not accumulate any further seniority for a period of 3 months. If an Employee remains outside of the Bargaining Unit in excess of 3 months, they shall lose all seniority. An Employee shall have the right to return to their former position in the Bargaining Unit within 3 months of leaving. These time periods may be extended by mutual agreement of both parties.

Any other Employee promoted or transferred as a result of the appointment shall also be returned to their former position in accordance with Article 15.04 and any Employee who may have been newly hired shall be terminated without notice.

#### 14.06 PART-TIME HOURS

The Employer will endeavour to maximize the hours of Part-time Employees before the utilization of casual Employees. Where any Part-time Employee works 35 hours a week for 38 consecutive weeks in the same position, they will be deemed a Full-time Employee and gain all provisions provided to this class. The Employer, however, retains the right to utilize short-term Employees at its discretion pursuant to the short-term definition in Article 3.04.

## **ARTICLE 15- PROMOTIONS AND STAFF CHANGES**

### **15.01 JOB POSTINGS**

When a vacancy of a temporary or permanent nature occurs or a new position is created inside the Bargaining Unit, the Employer shall post notice of the position on the bulletin boards for a minimum of 1 week and shall notify employees via corporate e-mail, so that all members will know about the vacancy or new position.

The Employer shall, within 7 calendar days of the closing date of the competition for the job vacancy, submit to the Union a copy of the posting along with the names of all Union members who have applied for the job.

Within 7 calendar days after the appointment of the successful candidate, all unsuccessful Union applicants shall be notified of the appointment and the reasons why they were unsuccessful.

### **15.02 INFORMATION ON POSTINGS**

Such notices shall contain the following information:

- A) Job title and number of vacancies (if more than one)
- B) Current wage
- C) Current shifts
- D) Qualifications, required knowledge, education and skills necessary to perform the job and contained within the job description
- E) A copy of the job description
- F) All posting shall state "The Northern Rockies Regional Municipality is an equal opportunity employer".

### **15.03 ROLE OF SENIORITY IN PROMOTIONS AND TRANSFERS**

Both parties recognize:

- 1) the principle of promotion within the service of the Employer;
- 2) that job opportunity should increase in proportion to the length of service.

Therefore, in making staff changes, transfers or promotions, seniority shall be the determining factor when the qualifications and ability are equal for 2 or more applicants.

### **15.04 TRIAL PERIOD**

A current Employee promoted under Article 15.03 shall be placed on trial for a period of 3 months worked. Conditional on satisfactory service, the Employee

shall be declared permanent after the period of 3 months worked.

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, they shall be returned to their former position and former wage without loss of seniority. Any other Employee promoted or transferred because of the re-arrangement of positions shall be returned to their former position and former wage, without loss of seniority. These time periods may be extended by mutual agreement of both parties.

It is further agreed that Trial Periods shall only be instituted in cases where a position to be filled has been formally posted.

#### 15.05 ON THE JOB TRAINING

It is agreed that both parties recognize the value of lifelong learning and training of current staff leads to a satisfied and productive workforce and will endeavour to provide Employees with opportunities to receive on-the-job training in order to qualify for promotion or transfer. Training shall be subject to discussion at Labour- Management Committee meetings.

#### 15.06 TRAINING COURSES

The Employer shall canvas all employees, a minimum of once per year as part of the annual budget process, to determine who wishes to receive training. Employees may apply in writing, at any time, to the Employer requesting that they be considered for on the job training. All training and training requests are subject to approved annual budgets and the Employer will give priority to training which meets the operational needs of the department. Elective training is defined as training related to but not required for the position held by the employee, or training that will assist an employee in becoming qualified for other positions. Elective training is not training required in the job description or by statute, regulation, or law.

If training is offered, the following process and priority will be used:

1. The following employees, *where the training is directly related to their current position*, that are highest in seniority and have not completed the training being offered:
  - i. Full-time regular
  - ii. Part-time regular
  - iii. Term
  
2. The following employees, *in positions where the training is related to their current position*, that are highest in seniority and have not completed the

training being offered:

- i. Full-time regular
- ii. Part-time regular
- iii. Term
- iv. Casual
- v. Student

Except for cases mutually agreed by the Employer and the Employee, time spent in such training shall be reimbursed by allowing the Employee equivalent time off (at straight time rates of pay) without loss of pay.

#### 15.07 RECERTIFICATION COSTS

The costs of recertification for extra qualifications, not a requirement of employment, which are, at the Employer's discretion, job related and beneficial to the Employer, shall be borne by the Employer.

#### 15.08 RE-CERTIFICATION OF AQUATIC EMPLOYEES

The Employer agrees to pay the test fees required for the renewal of mandatory qualification medals or certificates for Aquatic Employees. When conditions permit, all tests will be given and taken during the Employee's working hours.

Should the Employee fail mandatory recertification tests within their classification, said Employee shall be demoted to a position that they are qualified for, if available. Should a position not be available, they will be laid off and allowed a 3 month period to obtain, at their own expense, the required certification for their classification. Upon successful recertification within the 3 month period, the Employee automatically reverts to their former wage and position, without loss of seniority. Any Employee promoted or transferred because of the re-arrangement of positions shall be returned to their former position, wage or salary rate, without loss of seniority. Section 25.03 does not apply to this article.

#### 15.09 MEDICAL EXAMS

Employees required to have medical examinations and forms completed in order to renew professional drivers' licenses, (air ticket endorsement or Class IV and up) where said licenses are required by the Employer, shall be reimbursed for the cost of said examinations and forms.

#### 15.10 APPOINTMENT OF BARGAINING UNIT SUPERVISORS

At the discretion of the Employer, and for a period not to exceed 90 days, an

Employee may be appointed to a supervisory position (such as Sr. Foreman, Sub-Foreman, or Lead Hand) within the bargaining unit in order to assess the Employee's suitability, skills and abilities in such a role.

These supervisory positions will be posted to determine employee interest, and any resulting appointments shall be made at the sole discretion of the employer.

#### 15.11 TRAINING RATE

Where an employee does not meet the minimum qualifications for a position a training rate of 90% of the current rate will be applied until the qualifications of the position are met. Unqualified internal transfers to a lower classification will receive 100% of the regular wage of the new position. Unqualified internal transfers to a higher paying classification will receive the higher of the training rate of the higher classification or their current rate.

### **ARTICLE 16- LAYOFFS AND RECALLS**

#### 16.01 DEFINITION OF LAYOFF

A layoff shall be defined as a lack of work or a reduction in the regular hours of work as defined in the Agreement.

#### 16.02 ROLE OF SENIORITY IN LAYOFFS

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, Employees shall be laid off in the reverse order of their Bargaining Unit-wide seniority, providing the remaining Employees are qualified to perform the work of the Employees laid off.

#### 16.03 RECALL PROCEDURE

Employees shall be recalled in the order of their seniority provided they are qualified to perform the work available.

#### 16.04 ADVANCE NOTICE OF LAYOFF

The Employer shall notify in writing, all Employees with recognized seniority who are to be laid off 30 calendar days prior to the effective date of layoff. If the Employee has not had the opportunity to work the days as provided in this Article, they shall be paid for the days for which work was not made available. Short-Term Employees shall be given 7 calendar days notice of layoff.

#### 16.05 ADVANCE NOTICE OF TEMPORARY LAYOFF

In cases of emergency, the Employer shall provide the affected Employee with 5 working days written notice of layoff. A temporary layoff is defined as a layoff not to exceed 60 days.

#### 16.06 BUMPING

For the purposes of this clause "Employee" shall be defined as Full-Time or Part-Time Employees.

Subject to the ability to perform the duties and responsibilities of the classification and the specific job with a reasonable familiarization period, the Employer agrees that in the event of a lay-off, an Employee laid-off shall have the opportunity of bumping an Employee with less seniority. An Employee cannot "bump up". An Employee so bumped may under the same conditions bump another Employee.

An Employee who wishes to bump any other Employee shall advise the Employer of this decision within 7 calendar days of receipt of notice of lay-off. An Employee who is bumped shall be laid off with notice and an Employee in such a situation who in turn chooses to bump shall advise the Employer of this decision within 7 calendar days of the receipt of the lay-off notice, and so on.

A Full-Time Employee can bump a Full-Time or Part-Time Employee. A Part-Time Employee can bump only another Part-Time Employee.

#### 16.07 SEVERANCE PAY

A Full-Time Employee shall be given 15 days notice and severance pay on the basis of 1 week's pay at the regular rate for the position last occupied for every year of employment, if the Employer changes operating methods and the Employer is unable to provide work for a displaced Employee at the same regular rate of pay in a comparable class of work.

A Full-time Employee who has completed five years of continuous service with the Employer, shall be given 15 days notice and severance pay on the basis of 2 week's pay at the regular rate for the position last occupied for every year of employment.

**ARTICLE 17 - HOURS OF WORK**

**17.01 CLERICAL/ENGINEERING TECHNICIANS**

- A) The regular work day shall consist of a scheduled period of 8 consecutive hours which shall include an unpaid meal break of 1 hour. The regular work week shall consist of 5 such consecutive days, Monday to Friday, inclusive, followed by 2 consecutive days of rest.

The regular work week shall be 35 hours.

- B) The regular work day for Recreation and Public Works clerical staff shall consist of a scheduled period of nine (9) consecutive hours which shall include an unpaid meal break of 1 hour. The regular work week shall consist of 5 such consecutive days, Monday to Friday, followed by 2 consecutive days of rest.

The Employer shall have the option to schedule the hours of work so that an Employee is scheduled for 8 consecutive hours which shall include a paid meal break of ½ hour. The regular work week shall consist of five such consecutive days, Monday to Friday, followed by 2 consecutive days of rest.

The regular work week shall be 40 hours.

This clause does not apply to Part-time, Casual, or Short-Term Employees.

**17.02 NON-CLERICAL – (RECREATION AND PUBLIC WORKS)**

- A) The regular work day shall consist of a scheduled period of nine (9) consecutive hours of work which shall include an unpaid meal break of 1 hour. The regular work week shall consist of 5 such consecutive days followed by 2 consecutive days of rest.
- B) The regular work day for Water and Sewage Plant Operators shall consist of a scheduled period of nine (9) consecutive hours of work which shall include an unpaid meal break of 1 hour. The regular work week shall consist of 5 such consecutive days followed by 2 consecutive days of rest. The Utility Maintenance position assigned to the Water Treatment Plant may also be assigned to this schedule.
- C) The Employer shall have the option to schedule hours of work so that the Employees work a scheduled period of 8 consecutive hours of work which shall include a paid meal break of ½ hour. The regular work week shall consist of 5 such consecutive days followed by 2 consecutive days of rest.

On the 8 hour per day with a paid lunch break schedule, Employees shall rotate days of rest, on a quarterly basis.

- D) The Employer shall have the option to schedule hours of work so that the Employees may work a scheduled period of 10 consecutive hours of work which shall include a paid meal break of ½ hour. The regular work week, in this case, shall consist of 4 such consecutive days, followed by 3 consecutive days of rest.
- E) The Employer shall have the option to schedule Recreation Centre Maintenance personnel so that Employees work a 4 on and 4 off schedule. The regular work day would consist of 11.5 consecutive hours of work which shall include a paid meal break of ½ hour. This shift schedule shall include 4 shifts on and 4 shifts off rotation. The average number of hours worked during a 2 week pay period shall be 80.5 hours. The rate of pay shall be straight time for all hours worked except for overtime, statutory holidays, and call out time pursuant to the Collective Agreement.

The regular work week shall be 40 hours.

Any variation to the compressed work week schedules will be discussed and agreed upon by the Labour Management Committee.

This clause does not apply to Part-time or Casual Employees.

### 17.03 RECREATION FULL-TIME FLEXIBLE

A maximum of 3 Recreation Centre Employees may be designated as Full-time Flexible; such Employees will be scheduled to work a range of 32 to 48 hours per week, averaging 40 hours per week over a rotating 4 week period. All such positions shall be posted in accordance with Article 15.01 Job Postings.

### 17.04 AQUATIC & PROGRAMS

- A) The regular work day for Program staff shall consist of 8 hours per day, which shall include a paid ½ hour meal break. The regular work week shall consist of 5 such consecutive days followed by 2 consecutive days of rest.
- B) The regular work day for Aquatic staff shall consist of 8 hours per day, which shall include a paid ½ hour meal break.

However, the hours of work may be scheduled on a split-shift basis within a maximum 12 hour period. The Employer shall endeavour to ensure that there is only 1 split in an Employee's 8 hour shift with a maximum of 3 split-shifts per Employee, per week, scheduled. The minimum part of any shift

will be two (2) hours.

For the hours worked in the second half of any split shift, Employees shall receive a shift premium of 5% of their hourly rate of pay. Should a second split be required, then the hours worked during the 3<sup>rd</sup> portion of the shift shall be at applicable overtime rates.

The regular work week shall consist of 5 such consecutive days followed by 2 consecutive days of rest.

The regular work week shall be 40 hours.

This clause does not apply to Part-Time or Casual Employees.

#### 17.05 SHIFT SCHEDULES

Shift schedules for Full-Time and Part-Time Employees shall be posted on the bulletin boards 2 weeks in advance except regularly scheduled shifts as per Articles 17.01, 17.02 or 17.03, or 17.04. An Employee shall receive no reduction in their daily or weekly hours as a result of a shift change. The Employer will endeavour to give up to 1 week's notice of shift schedules to Casual Employees.

#### 17.06 SHIFT SCHEDULE CHANGES

24 hours notice shall be given before the change of scheduled shift in cases of unusual circumstances, and all shift changes shall be made at a time when the Employees involved suffer no loss of wages because of such shift changes. This clause does not apply to Part-Time, Casual or Short Term Employees.

#### 17.07 PAID REST PERIOD

An Employee shall be permitted a rest period of 15 consecutive minutes in both the 1<sup>st</sup> half and 2<sup>nd</sup> half of a shift. Part-Time and Casual Employees shall be provided 1 - 15 minute paid rest period for each 3 ½ hours worked. During inclement weather, the Employer will provide a heated area to take the rest break in. An Employee working a 10 hour shift shall receive 3 - 15 minute breaks during the 10 hour period.

#### 17.08 PART-TIME AND CASUAL MEAL BREAKS

Part-time and casual employees which are scheduled for the equivalent of a regular work day as per 17.01, 17.02, 17.03, or 17.04, shall receive meal breaks equivalent to a full-time employee work day.

#### 17.09 DAYS OF REST

In the event the Employer does not provide 32 consecutive hours of rest each week for Part-Time, Full-Time Flexible, Casual and Short-Term Employees, overtime rates shall apply.

#### 17.10 STAFF MEETINGS

The Union agrees that all Employees should be encouraged to participate in and attend all staff meetings.

Attendance at staff meetings held during an Employee's off-duty hours shall not be mandatory. Off-duty Employees shall be compensated at overtime rates, if applicable, for time spent in such staff meetings.

### **ARTICLE 18 -OVERTIME**

#### 18.01 OVERTIME DEFINED

All time for full-time Employees worked before or after their regular work day and the regular work week or on a paid holiday or on a scheduled day of rest shall be considered overtime.

In the case of Part-Time, Casual and Short-Term Employees, they shall be compensated at applicable overtime rates when the maximum hours per day or per week exceed those defined in Articles 17.01, 17.02, 17.03, and 17.04.

Overtime hours worked shall not count in the calculation of the number of hours worked in a day or week for the purposes of determining overtime.

A "day" means a 24 hour period ending at midnight.

#### 18.02 COMPENSATION FOR WORKING OVERTIME

Overtime shall be paid at the rate of 1 ½ times the Employee's basic rate (or rate of pay defined as per Article 18.07) for the first 3 hours of overtime, and 2 times the Employee's basic rate (or rate of pay defined as per Article 18.07) for overtime beyond that.

The Employee will have the option of choosing Pay or Time off.

Any overtime carried over from year-to-year that is paid out, shall be paid at the rate in which it was earned.

Time off is subject to operational requirements and must be scheduled by mutual agreement.

#### 18.03 COMPENSATION FOR WORK ON PAID HOLIDAYS

Employees required to work on a Paid Holiday shall be paid at the rate of 2 times the Employees basic rate (or rate defined as per Article 18.07) for all hours worked; in addition to any compensation to which the Employee is entitled under Article 21.

#### 18.04 CALL-OUT PAY GUARANTEE

An Employee who is called out to work outside their regular working hours shall be paid for a minimum of 2 hours overtime rates. They shall be paid from the time they leave their home to report for duty until the time they arrive back upon proceeding directly from work. Part-Time Employees are eligible to receive a minimum of 3 hours regular pay, if called out.

#### 18.05 OVERTIME MEAL ALLOWANCE

A meal allowance of fifteen dollars (\$15.00) will be paid to an Employee OR a meal will be provided for each overtime period worked consisting of more than 4 hours and up to 12 hours that are worked after a regular scheduled shift or a non-scheduled overtime shift.

#### 18.06 APPROVAL FOR OVERTIME

Overtime must be authorized by the Employer in advance, except in an emergency.

#### 18.07 SHARING OF OVERTIME

The Employer will distribute overtime and call-outs as equitably as practicable among Employees in the departments involved who are capable of performing the work.

If overtime is required, the following process and priority will be followed:

1. The following employees, *within that position*, that are lowest in accumulated overtime:
  - i. Full-time regular
  - ii. Part-time regular
  - iii. Term
2. The following competent\* employees, *within that department*, that are lowest

in accumulated overtime. Rate of pay will be based on position being filled.

- i. Full-time regular
  - ii. Part-time regular
  - iii. Term
3. If a vacancy still remains, the following competent\* employees, that are lowest in accumulated overtime. Rate of pay will be based on position being filled.
- i. Casual
  - ii. Student

\*Competent Employee: An employee that possesses the required certifications and qualifications, and has the appropriate training to safely and competently complete the necessary tasks for the required position, without direction or disruption.

If the overtime conflicts with an Employee's regularly scheduled shift they shall not be eligible for the overtime.

#### 18.08 BANKING OF OVERTIME

Full-Time and Full-time Term Employees may bank unused overtime to a maximum of 160 hours for those Employees that work 2080 regular hours annually and 140 hours for those Employees that work 1820 regular hours annually.

#### 18.09 PROVINCIAL EMERGENCY PROGRAM WORK

If the Employer is required to activate the Emergency Operations Centre and requests and receives a Provincial Emergency program task number, the Union agrees that all overtime work performed under that task will be taken in pay as per Article 18.02.

### **ARTICLE 19 - REPORTING FOR WORK**

#### 19.01 MINIMUM PAY GUARANTEE

All Full-Time Employees and Full-Time Short Term Employees reporting for work on the Employee's regular shift shall be paid a minimum of 4 hours pay at basic rate, whether work is commenced or not.

Students are entitled to be paid for a minimum of 2 hours at the regular wage.

At the mutual agreement of the Employee and the Employer, recreation and aquatic centre Casual and Part-Time Employees may be paid for a minimum of

2 hours at the regular wage.

**Where a Casual Employee's shift is cancelled on less than 1 hours notice, the employee shall be paid 2 hours at their regular wages.**

## **ARTICLE 20 - SHIFT WORK**

### 20.01 APPLICATION OF SHIFT PREMIUM

In recognition of the undesirable features of shift work, shift premiums shall apply for any hours worked by Full-Time, **Part-Time (working a minimum of 20 hours per week on a continuous basis)** AND Short Term Employees between 6:00 PM and 6:00 AM and **all hours worked between 6:00 PM on Friday and 6:00 AM on Monday.** Employees shall receive \$1 per hour additional compensation for all hours worked as defined.

### 20.02 REST BETWEEN SHIFT CHANGES

Failure to provide at least 10 hours rest between shifts which are being changed shall result in payments of overtime to Full-Time Employees at established rates for any hours worked during such rest periods.

## **ARTICLE 21 - HOLIDAYS**

### 21.01 PAID HOLIDAYS

The Employer recognizes **13** paid holidays:

New Year's Day	Labour Day
Family Day	Good Friday
Thanksgiving Day	Easter Monday
Remembrance Day	<b>Victoria Day</b>
Christmas Day	<b>Canada Day</b>
Boxing Day	<b>BC Day</b>
<b>National Day for Truth and Reconciliation</b>	

Should the Employer be required to observe an additional paid holiday as a result of legislation, the Employer's obligation to provide the total number of paid holidays as noted above will remain unchanged.

### 21.02 HOLIDAY FALLING ON NON-WORKING DAY

When any of the above-noted holidays falls on a non-working day, the Employer shall declare the working day immediately preceding the holiday or the working

day immediately following the holiday to be observed in lieu of the said holiday.

This clause applies to Full-Time Employees only.

#### 21.03 COMPENSATION FOR HOLIDAYS FALLING ON SCHEDULED DAYS OFF

When any of the above-noted holidays fall on an Employee's scheduled days off, the Employee shall receive another day off with pay at the Employee's discretion, provided there are no other Employees away. Where 2 or more Employees request lieu time off, such time off shall be granted on a first come - first served basis. Lieu days may not be "stacked" with other leave or other lieu days, unless mutually agreed.

This clause applies to Full-Time Employees only.

#### 21.04 CHRISTMAS DAY

No Employee shall be scheduled to work on Christmas Day, except when legislation or regulation contains provisions that require information to be recorded, for example checking ice plants.

#### 21.05 PAID HOLIDAYS ELIGIBILITY

All Employees with 15 calendar days of service shall qualify for pay for the above mentioned holidays, provided that they work their regularly scheduled work shifts before and after such holiday, unless they are absent on sick leave or have special permission to be absent on that day.

#### 21.06 SHIFT EMPLOYEES OPTION

Employees working shifts shall have the option of selecting Easter Sunday as their paid holiday in lieu of Easter Monday.

#### 21.07 COMPENSATION/PAY FOR PART-TIME, CASUAL, SHORT-TERM EMPLOYEES

For a Part-Time or Casual or Short-Term Employee:

- A) When a Paid Holiday falls on a scheduled work day, the Employer shall give the Employee a day off, without pay;
- B) When a Paid Holiday falls on a day of rest, the Employer shall give the Employee a day off in lieu, without pay, either on the first scheduled work day of that Employee following the day of rest so affected, or on another mutually acceptable day.

A Part-Time, Casual or Short-Term Employee, who is eligible, shall be paid Holiday Pay of 5% of gross pay on each pay cheque in lieu of being paid for any named Paid Holiday as it occurs.

## **ARTICLE 22 - VACATIONS**

### **22.01 LENGTH OF VACATION**

A Full-Time Employee shall receive an annual vacation with pay in accordance with their years of employment at the following rates:

Completed Years of Employment	Annual Vacation Days Accrued	Percentage of Annual Gross Earnings
Less than 1	12	4.6%
1 <sup>st</sup> year to 6 <sup>th</sup> year	15	6%
7 <sup>th</sup> year to 13 <sup>th</sup> year	20	8%
14 <sup>th</sup> year	25	10%
On the anniversary of the 15 <sup>th</sup> year of employment, one day is added for each year in excess of 14 years.		

Vacation accruals will be based on the Employee's anniversary date and will be pro-rated for part years.

A day shall mean 7 hours or 8 hours as applicable to either a 35 or 40 hour week. Employees on a compressed work week will have their vacation accrual based on the Percentage versus Annual Vacation Days.

Part-time Employees will have their vacation accrual based on hours worked converted to years of service for every:

- (a) 1820 hours worked for those Employees who work in a position where the regular work week is 35 hours, or
- (b) 2080 hours worked for those Employees who work in a position where the regular work week is 40 hours.

Employees scheduled on a regular part-time basis of 20 hours or more per week shall have the option to receive:

- (a) Pro-rated annual vacation with pay (calculated based on an average of the previous 3 months worked) as per their converted years of service, or

- (b) Vacation pay on each check as per their converted years of service. Part-time employees who opt to receive vacation pay on each cheque are eligible for vacation time without pay equivalent to their converted years of service.

Employees scheduled on a regular part-time basis of less than 20 hours per week shall receive vacation pay as per their converted years of service. Vacation pay will be paid on each cheque.

## 22.02 COMPENSATION FOR HOLIDAYS FALLING WITHIN VACATION SCHEDULE

If a paid holiday falls or is observed during an Employee's vacation period, they shall be allowed an additional vacation day with pay, in addition to their regular vacation time.

## 22.03 VACATION PAY

Vacation pay shall be at the percentage rate specified in Article 22.01 and shall apply to gross annual earnings.

## 22.04 SCHEDULING OF VACATIONS

All vacation requests for the months of May to September inclusive shall be submitted in writing by March 1<sup>st</sup> of each year and the vacation schedule will be posted on bulletin boards, or Employees may individually be notified no later than March 16<sup>th</sup>, stating reasons for denial should that be the case. For all other months, the written request will be submitted 30 days prior to the vacation period and answered in writing no later than 15 days after such request is submitted. Vacation requests submitted after the deadline date will be considered on a first-come, first-serve basis.

Preference for vacations will be determined by:

- 1) Departmental seniority within Full-Time Employee group
- 2) Departmental seniority within Part-Time Employee group

The Employer reserves the right in considering vacation requests to ensure that an adequate workforce is maintained at all times.

When scheduled vacations are cancelled by the Employer due to an emergency situation, the Employer agrees to compensate the Employee for any loss incurred by them as a result of the cancellation.

#### 22.05 UNBROKEN VACATION PERIOD

An Employee shall be entitled to receive their vacation in an unbroken period, up to a maximum of 4 weeks, unless otherwise mutually agreed upon between the Employee and the Employer.

#### 22.06 APPROVED LEAVE OF ABSENCE DURING VACATION

Where an Employee qualifies for bereavement leave during their 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 mutually agreeable date.

#### 22.07 BANKING OF VACATIONS

Employees may bank unused annual vacation accrual to a maximum of the equivalent of 2 weeks regular hours (depending on regular work schedule). However, at least 2 weeks (or equivalent) vacation must be taken each year.

#### 22.08 BONUS VACATION

Each Full-Time Employee shall be entitled to a 1-shot 3 week bonus vacation following completion of each 5 years of continuous service.

Full-time Employees may bank unused bonus vacation for a maximum of 5 years, or until their next bonus vacation credit is received. Unused bonus vacation will be paid out on the last pay period prior to the Employee receiving their next bonus vacation credit. At December 31<sup>st</sup>, 2012, Employees with bonus vacation hours accrued in excess of three weeks will remain at those levels.

#### 22.09 VACATION PAY - EMPLOYEES WHO ARE NOT REGULAR EMPLOYEES

Casual or Short Term Employees shall be paid vacation pay of 4.6%.

### **ARTICLE 23 - SICK LEAVE PROVISIONS**

#### 23.01 SICK LEAVE DEFINED

Sick leave means the period of time a Full-Time or Part-Time Employee is absent from their regularly-scheduled work with full pay by virtue of being sick or disabled, or under direction, examination or treatment of a physician, chiropractor or dentist or because of an accident for which compensation is not payable under the Workers Compensation Act.

### 23.02 PAID SICK LEAVE

A Full-Time Employee who has acquired seniority, shall be entitled to sick leave at the rate of 1 ¼ days for every month an Employee is employed. Sick leave accrual days will be based on the Employee's regularly scheduled day. A Part-Time Employee who has acquired seniority shall be entitled to sick leave on a pro-rated basis, based on an average of the previous 3 months worked. Maximum accumulation shall be 150 days (or 30 weeks equivalent of regular hours). An Employee cannot simultaneously collect sick leave benefits and long term disability benefits.

### 23.03 DEDUCTIONS FROM SICK LEAVE

A deduction shall be made from accumulated sick leave of all normal working hours absent for sick leave.

### 23.04 PROOF OF ILLNESS

A doctor's certificate on request shall be required of all Employees after 4 instances of sickness or disability in any 1 year. The cost of obtaining the certificate will be paid by the Employer.

### 23.05 SICK LEAVE DURING LEAVE OF ABSENCE OR LAYOFF

When an Employee is laid off or is on leave of absence without pay they shall not receive sick credits for the period of such absence, but shall retain their cumulative credit, if any.

### 23.06 SICK LEAVE RECORDS

Immediately after the close of each calendar year, the Employer shall advise each Employee in writing the amount of sick leave accrued to their credit.

### 23.07 PAYOUT FOR UNUSED SICK LEAVE ON TERMINATION

In the event an Employee retires or terminates their employment, they shall receive payment equal to 25% of the value of their accumulated unused sick leave.

To qualify for this payment, an Employee who terminates their employment must have completed their probationary period. This benefit does not apply to Employees who are dismissed for just cause.

For the purpose in calculating the value of accumulated sick leave for payout, a 40 hour/week worker is deemed to work 8 hour days and a 35 hour/week worker is deemed to work 7 hour days.

#### 23.08 FAMILY MEDICAL LEAVE

When no one other than the Employee can provide for the needs of a sick family member (spouse, child, parent or any person who lives with an employee as a member of the employee's family), up to 10 days leave per year will be granted with pay and such leave shall be deducted from the Employee's accumulated sick leave.

#### 23.09 EMPLOYMENT STANDARDS ACT ILLNESS OR INJURY LEAVE

**All eligible Employees will be entitled to Employment Standards Act Illness or Injury Leave as required by the *Employment Standards Act*.**

### **ARTICLE 24 - LEAVE OF ABSENCE**

#### 24.01 ELIGIBILITY FOR PAID LEAVE

Full-time and Part-time permanent probationary employees who have completed 30 calendar days of employment will be eligible for leave with pay for bereavement, medical care, and compassionate leave. Full-time and Part-time permanent probationary employees who are ineligible for leave with pay, who take bereavement leave, medical care leave, or compassionate leave without pay, will be eligible for reimbursement of leave hours taken upon successful completion of their probationary period.

#### 24.02 NEGOTIATION PAY PROVISION

Representatives of the Union shall not suffer any loss of pay or benefits for time involved in negotiations with the Employer.

#### 24.03 GRIEVANCE AND ARBITRATION PAY PROVISIONS

Representatives of the Union shall not suffer any loss of pay or benefits for time involved in grievance and arbitration procedures.

#### 24.04 LEAVE OF ABSENCE FOR UNION FUNCTIONS

Upon request to the Employer, 1 Employee at 1 time elected or appointed to

represent the Union at conventions shall be allowed leave of absence without pay and without loss of benefits to attend Executive and Committee meetings of CUPE, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated. The Employee will continue to receive their regular pay and the Employer will invoice the Union for full reimbursement of the employee's fully loaded rate (hourly rate plus benefits). The Employee shall give a minimum of 3 weeks' notice when requesting this type of leave.

#### 24.05 BEREAVEMENT LEAVE

In the case of a death in the immediate family of an Employee, the Employer shall grant the Employee leave of absence without loss of pay, for 3 working days, plus 2 working days for travel, if required. In the event that the distance required to be travelled exceeds 2100 km round-trip, the Employee will be granted an additional day for travel. Leave must be taken within 30 days of the death of an immediate family member and leave days do not have to be taken at the same time.

In the event a funeral or memorial service is scheduled greater than 30 days after the death of an immediate family member, an Employee may defer a maximum of 3 days to be taken at the time of the funeral/memorial service.

Immediate family shall be defined as: parents, **stepparent**, spouse, common-law spouse, children, **stepchild**, brother, sister, mother-in-law, father-in-law, brother or sister-in-law, grandparents, grandchildren, and any person who lives with an Employee as a member of the Employee's family.

In the event the Employee requires additional bereavement time, arrangements shall be made for this additional time to be granted and deducted from accumulative sick leave on the recommendation of the Employee's physician.

#### 24.06 MEDICAL CARE LEAVE

In recognition of the lack of certain medical facilities and the possibility of being referred to other facilities or other medical practitioners, a Full-Time or Part-Time Employee shall be allowed paid leave of absence to engage in preventative medical or dental care or for referral by a medical practitioner. Leave granted pursuant to this Article shall be deducted from accumulated sick leave, if available. On request, Employees shall be required to show proof of medical or dental care and proof that a referral was made to an outside doctor by a local doctor.

#### 24.07 MATERNITY, PARENTAL AND ADOPTIVE LEAVE

For the purposes of maternity leave and adoptive leave the Employment Standards Act shall apply to this Agreement,

- A) Maternity or Parental leave may be granted up to an additional 4 months where a doctor's certificate is provided, stating that a longer period of leave is required for health reasons.
- B) The Employee's accumulated sick time may be used immediately following maternity/parental leave if additional leave is required where a doctor's certificate is provided stating that a longer period of leave is required for health reasons.

#### 24.08 PAID JURY OR COURT WITNESS LEAVE

The Employer shall grant leave of absence without loss of seniority benefits to an Employee who serves as a juror or witness in any court and who is unable to perform regularly-scheduled work.

The Employer shall pay such an Employee the difference between their normal earnings and the amount received from the Court for said duty, including expenses.

The Employee will present proof of service and the amount of remuneration received from the court. Time spent by an Employee required to serve as a court witness in any matter arising out of their Employment shall be considered as time worked at the appropriate rate of pay.

#### 24.09 EDUCATION LEAVE

An Employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade their employment qualifications, as approved by the Employer. When an Employee requests leave of absence to attend an upgrading course, training seminar, special courses or other educational leave related to their employment of upgrading for advancement within the service of the Employer, such leave shall be considered.

Where an Employee's request is denied, the Employee may submit the request directly to the Administrator for review.

#### 24.10 GENERAL LEAVE

An Employee shall be entitled to leave of absence without pay and without loss of seniority when they request such leave for good and sufficient cause. Such request shall be in writing and approved by the Employer. Such approval shall not be unreasonably withheld.

#### 24.11 COMPASSIONATE LEAVE

A Full-Time or Part-Time Employee may be granted up to 3 working days compassionate leave per year without loss of pay to accompany a member of their immediate family for purposes of preventive medical, dental care, or other family emergencies. The Employer may request confirmation from a qualified medical practitioner.

##### **Immediate Family as defined in Article 24.05 Bereavement Leave**

Unused compassionate leave to a maximum of 3 days may be carried forward and is available for future use. Unused compassionate leave is not paid out upon an Employee's termination, resignation, or death.

#### 24.12 TIME TO ATTEND MEETINGS

It is understood that once per month, subject to operational requirements, employees will be permitted to attend a meeting of the Local Union if such meeting is scheduled during their regular day. It is further understood that attendance at Local Union Meetings will be unpaid time, however upon mutual agreement, Employees will have the option to extend their work day for the same amount of time spent at the Union meeting. Where Employees receive paid breaks as a result of a regulatory requirement, any time spent in the meeting will be paid.

### **ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES**

#### 25.01 PAY DAYS

The Employer shall pay salary and wages every 2<sup>nd</sup> Friday, payable before 12:00 o'clock noon, in accordance with Schedule "A" attached hereto and forming part of this agreement. At the Employer's option, pay may be made via a written pay cheque and shall be provided with an itemized statement of wages, over-time and other supplementary pay and deduction.

**25.02 TEMPORARY RELIEF PAY ON HIGHER RATED JOBS**

When an Employee temporarily relieves in or performs the principal duties of a higher-paying position, other than for on-the-job training purposes, they shall receive the rate for the job.

**25.03 PAY ON TRANSFER, LOWER RATED JOBS**

When an Employee is assigned to a position paying a lower rate, their rate shall not be reduced.

**25.04 VACATION PAY**

An Employee may, upon giving at least 1 week's notice, receive on the last office day preceding commencement of their annual vacation, their vacation pay.

**25.05 MILEAGE ALLOWANCE**

- A) As a condition of employment, the Employer shall not require an Employee to own an automobile.
- B) An Employee shall receive the same rate as paid other Employees and officials of the municipality for each kilometre travelled on municipal business.
- C) Where an Employee has authorization to use their vehicle on a regular daily mileage basis for the Employer's business, the Employer will pay the difference between the insurance premiums for driving to and from work and business use.

**25.06 STANDBY PROVISIONS**

When a Full-Time Employee is advised that they are on 'Standby', they shall be paid straight time wages in accordance with the following schedule:

After hours on regular work days	2 hours pay
Days of rest	4 hours pay per day
Statutory Holiday	4 hours pay per day

**25.07 PREMIUM PAY FOR ABNORMAL WORKING CONDITIONS**

In addition to the basic wage, Employees working in direct contact with raw sewage; **dead animals; medical waste; animal feces, human feces, and or vomit in an unusually objectionable manner outside of their regular duties** during a regular work day shall receive 1 additional hour at the regular rate of pay.

**25.08 TRAVEL ASSISTANCE GRANT**

The Travel Assistance Grant is available to Full-Time and Part-time Employees who work more than 20 hours per week on a continuous basis. It is understood that the purpose of the travel assistance is to offset the physical isolation of Fort Nelson. New Employees shall be paid a pro-rated travel assistance from their date of employment, to December 31<sup>st</sup> of that year. Such payment is based on a calendar year maximum as follows:

	Half Year	Full Year
<b>2022</b>	<b>\$1,350</b>	<b>\$2,700</b>
<b>2023</b>	<b>\$1,350</b>	<b>\$2,700</b>
<b>2024</b>	<b>\$1,450</b>	<b>\$2,900</b>

The Travel Assistance Grant shall be paid in the following manner:

- Maximum ½ of the grant payable per each ½ calendar year
- At the discretion of the Employer, a Full-time Employee may receive the entire amount of the grant at any time during the calendar year.
- For Part-time employees, the travel grant will be pro-rated based on the actual hours worked and paid in arrears.

In the case of an Employee who does not work the entire calendar year, the travel assistance grant shall be pro-rated on a monthly basis. (i.e. An Employee working for a 2 month period would receive 2/12ths of the annual maximum)

Absences for periods of up to 30 continuous days will not trigger the pro-rating clause. WCB and maternity leaves are considered to be continuous employment for the purposes of this clause.

All Employees in receipt of the Travel Assistance Grant are also eligible for the T4 Northern Travel Benefit. An Employee’s annual income will be allocated as follows: 90% to Taxable Income (Box 14) and 10% Northern Travel (Box 32). This calculation will not reduce income tax deducted throughout the year, and the amount allocated to Box 32 will be the higher of the actual Travel Grant received or 10% of annual income.

This T4 Northern Travel Benefit is subject to the continuance of Fort Nelson

Northern Rockies being deemed a Northern Community as per the appropriate Federal Income Tax Legislation.

Employees not eligible for the Travel Assistance Grant, upon successful completion of the probationary period, will be allocated as follows: 90% Salary and 10% Travel Benefit will be allocated into the T4 Box 32.

## 25.09 MEDICAL TRAVEL ASSISTANCE GRANT

The Medical Travel Assistance Grant (MTAG) is available to Full-Time and Part-Time Employees. It is understood that the purpose of the medical or dental travel assistance is to offset the high costs incurred when it is necessary to travel out of Fort Nelson for medical care.

New Employees are eligible for a pro-rated medical travel assistance grant from their date of employment to December 31<sup>st</sup> of that year. Such payment is based on a \$575 (**Effective January 1, 2023 - \$650 per calendar year**) (**Effective January 1, 2024 - \$700 per calendar year**) per calendar year maximum.

**Part-time Employees are eligible for a pro-rated medical travel assistance grant based on the hours of work as outlined in their Offer Letter/Employment Confirmation.**

The medical travel assistance grant is limited to a maximum of \$575 per year, (**Effective January 1, 2023 - \$650 per calendar year**) (**Effective January 1, 2024 - \$700 per calendar year**) but unused amounts are carried forward and are available for future use. The maximum accumulation for any Employee is \$5,000. (**Effective January 1, 2024 - \$6,500**) The MTAG may be used for medical care travel for an Employee or their immediate family (spouse or child).

Requests for medical travel assistance grants are subject to approval by Department Heads (which shall not be unreasonably withheld) and must be accompanied by a doctor's certificate identifying the need for medical travel. The MTAG is not a "take away" grant; unused accumulated amounts are NOT paid out upon an Employee's termination, resignation, or death.

Should the Extended health plans be amended to include Medical travel assistance the amounts contained in this article shall be reduced by the amount included the extended health plan.

## 25.10 ACTING WAGE FOR MANAGEMENT RELIEF

When a Bargaining Unit Employee temporarily relieves in or performs the principal duties of a management position, other than for on-the-job training

purposes, they shall be paid \$2.00 per hour above the highest job classification within the department for all regular hours worked while relieving in the Management Position. Acting Management Relief periods shall be at least 5 consecutive calendar days and shall not exceed 30 consecutive calendar days at a time.

The Employer reserves the exclusive right to determine the need for and to assign these responsibilities.

## **ARTICLE 26 - JOB CLASSIFICATION AND RECLASSIFICATION**

### **26.01 JOB DESCRIPTIONS**

The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is the Bargaining Unit. These descriptions shall be presented to the Union and shall become the recognized job descriptions. Job descriptions shall be subject to discussion through Labour-Management meetings.

The Employer agrees to keep Job Descriptions current by reviewing all Job Descriptions every 5 years.

### **26.02 CHANGES IN CLASSIFICATION**

When the duties of any job are substantially changed or substantially increased, or when any position not covered by this Agreement is established during the term of this Agreement, the Employer shall:

- (a) Write or re-write the job description
- (b) Discuss the job duties with the Union, and
- (c) Negotiate the rate of pay with the Union

If the Parties are unable to agree such dispute shall be submitted at Step 2 of the grievance procedure provided herein.

Existing classifications shall not be eliminated without mutual agreement. This does not preclude the position being vacated.

## **ARTICLE 27 - EMPLOYEE BENEFITS**

### **27.01 EMPLOYEE BENEFITS**

Full-Time and Part-Time Employees (working a minimum of 20 hours/week on a continuous basis) are eligible for Article 27 benefits, upon successful completion of their probationary period. Part-Time Employees working less than 20 hours per week, Casual Employees and Short-Term Employees will receive an additional 6% of their basic hourly rate, in lieu of Article 27 benefits upon successful completion of their probationary period.

### **27.02 SUPERANNUATION PLAN**

The Employer shall participate in the pension plan in accordance with the Pension (Municipal) Act.

### **27.03 HOSPITAL AND MEDICAL INSURANCE**

All benefits plans coverages, terms, conditions, and specific eligibility requirements shall be governed by the actual terms and conditions of the benefits plans as amended from time to time. Any descriptions in this Agreement are provided for the purpose of general information. The overall level of benefits shall not be decreased during the life of the agreement except by mutual agreement.

1. The Employer shall pay 100% of the premiums for the following plans:
  - a) Medical Services Plan of BC;
  - b) Extended Health Plan
    - \$25 annual deductible
    - 100% coverage for prescription drugs and other eligible expenses
    - \$700 annual coverage per each covered paramedical practitioner
    - \$600 Vision Care every 24 months (**Effective January 1, 2023 Vision Care increases to \$800 every 24 months**)
  - c) Dental Plan:
    - Plan A (basic services) – 100% coverage
    - Plan B (major services: crown's, bridges, etc) – 70% coverage
    - Plan C (orthodontics) – 50% coverage to a lifetime maximum of \$5,000

**Maximums Apply: For further details and maximums, refer to the group benefit plan**

2. Long Term Disability Plan as follows:

- a) 66% coverage to a \$2,500 per month maximum;
- b) 24 month own occupation limitation;
- c) 17 week waiting period

The Employee shall pay 100% of the cost of the Long Term Disability Plan.

**27.04 LIFE INSURANCE PLAN**

The Employer shall pay 100% of the premium cost of a Group Life Insurance and Accidental Death and Dismemberment Plan for all Employees. Life Insurance coverage shall be at twice the Employees annual salary to a maximum of \$100,000 per Employee. There shall be no exclusion of benefits due to inhalation of toxic fumes or gasses.

**ARTICLE 28 - SAFETY AND HEALTH**

**28.01 COOPERATION ON SAFETY**

It is agreed that Local 2167 and the Northern Rockies Regional Municipality shall form an Ad Hoc Committee to review and recommend on the workings and mandate of the joint safety committee.

**28.02 SAFETY MEASURES**

Employees working in any unsanitary or dangerous jobs shall be supplied with all the necessary tools, safety equipment and protective clothing as defined by the Workers' Compensation regulations.

**28.03 NO DISCIPLINARY ACTION**

No Employee shall be required to work under unsafe or unhealthy conditions. No Employee shall be disciplined for refusing to work under an unsafe condition.

**28.04 INJURY PAY PROVISIONS**

An Employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury, shall receive payment for the remainder of the shift at their regular rate of pay, without deduction from sick

leave, unless a Doctor states that the Employee is fit for further work on that shift.

#### 28.05 UNSAFE CONDITIONS

Employees shall report any unsafe or hazardous conditions to their supervisor, immediately.

#### 28.06 SAFETY AND HEALTH REPORTS

The Employer shall provide the members of the Health and Safety Committee with the details of every accident or an occurrence of an occupational disease, that occurred at the work site in the previous month.

#### 28.07 DISCLOSURE OF INFORMATION

Where information is available, the Employer shall on the request of the Union, supply safety information on chemicals and hazardous substances associated with the work environment.

#### 28.08 PROTECTIVE CLOTHING

The following safety equipment and personal protective clothing will be provided at the Employer's expense to each Employee as outlined below:

Aqua Centre:

- A) 1 pair, rubber insulated steel-toed boots per full-time Employee, every 2 years (an allowance of up to \$50.00 every 2 years will be paid upon proof of purchase for 1 pair of boots per Employee. Employees, at their option, may combine this allocation so the total cost of the boots will be re-paid over a multi-year period at a rate of \$50.00 every 2 years. The Employee is responsible for presenting the annual claim to the Employer. The Employee must be currently employed by the Employer at the time of each annual claim). 3 pairs of boots (Small, Medium, Large) will be provided for use by Casual Employees;
- B) Bathing suits per year for Full-Time Employees, (to a maximum total value of two-hundred and fifty dollars (\$250.00) per Employee per year); For Part-Time and Casual Employees with more than 500 hours of service, per year - the maximum is one-hundred and twenty-five dollars (\$125.00) per Employee, per year; For Employees with less than 500 hours of service, per year - the maximum is one-hundred dollars (\$100.00) per Employee, every 2 years.

- C) **1 pair, appropriate deck shoes, as defined in the Pool Safety Plan (an allowance of up to one hundred and fifty dollars (\$150.00) each year will be paid upon proof of purchase per Employee. Employees, at their option, may combine this allocation so the total cost of the shoes will be re-paid over a multi-year period at a rate of one-hundred and fifty dollars (\$150.00) each year. This allowance shall be pro-rated for other than Full-Time Employees, based on hours worked. The Employee is responsible for presenting the annual claim to the Employer. The Employee must be currently employed by the Employer at the time of each annual claim);**
- D) 1 pair coveralls;
- E) Rubber gloves, as required;
- F) One whistle;
- G) Swimming goggles, as required.

The following other clothing will be provided to each Employee as outlined below:

- A) 2 singlets (not required to be worn);
- B) 1 pair, shorts (not required to be worn).

The Employer agrees to clean coveralls as required.

Ear protectors, such as deci-damps, will be provided and must be worn by Employees entering all rooms at the Aquatic Centre so posted.

Recreation Centre:

Personal Protective Clothing:

The following safety equipment and personal protective clothing will be provided at the Employer's expense to each Employee as outlined below:

- A) 1 pair, rubber insulated steel-toed boots; 1 pair of winter steel toed boots per year, and 1 pair of summer steel toed boots per year (an allowance of up to three-hundred dollars (\$300.00) each year will be paid upon proof of purchase per Employee for 3 pairs of boots per Employee. Employees, at their option, may combine this allocation so the total cost of the boots will be re-paid over a multi-year period at a rate of three-hundred dollars (\$300.00) each year. This allowance shall be pro-rated for other than Full-

Time Employees, based on hours worked. The Employee is responsible for presenting the annual claim to the Employer. The Employee must be currently employed by the Employer at the time of each annual claim);

- B) Work gloves, as required;
- C) 1 pair of insulated pants or heavy winter pants;
- D) 1 pair of coveralls with long sleeves per Employee;
- E) 1 pair of safety goggles.

The Employer will provide each full-time Employee with a winter jacket.

The Employer agrees to clean the coveralls and jackets as required.

Ear protectors, such as deci-damps, will be provided and must be worn by Employees entering all rooms at the Recreation Centre so posted.

#### Public Works:

The following safety equipment will be provided to the Public Works Department:

- A) 1 Welding Apron;
- B) 2 pairs of Welding Mitts;
- C) 2 pairs of Grinding Goggles;
- D) 2 Cutting Torch glasses;
- E) Fluorescent Flagman's Vests.

#### Personal Protective Clothing:

The following personal protective clothing will be provided at the Employer's expense to each Employee as outlined below:

- A) 1 pair, rubber insulated steel-toed boots; 1 pair of winter steel toed boots per year, and 1 pair of summer steel toed boots per year (an allowance of up to three-hundred dollars (\$300.00) each year will be paid upon proof of purchase per Employee for 3 pairs of boots per Employee. Employees, at their option, may combine this allocation so the total cost of the boots will be re-paid over a multi-year period at a rate of three-hundred dollars (\$300.00) each year. This allowance shall be pro-rated for other than Full-

Time Employees, based on hours worked. The Employee is responsible for presenting the annual claim to the Employer. The Employee must be currently employed by the Employer at the time of each annual claim);

- B) 1 hard hat with liner;
- C) 1 pair rubber gloves with liners, 1 pair of winter gloves, and 1 pair of summer gloves, as required;
- D) 1 rain suit as required;
- E) 1 set of overhead ear protectors;
- F) 1 pair summer coveralls and 1 pair of winter coveralls.

Each employee is responsible for their personal protective clothing. Upon termination, the clothing must be turned in to their immediate supervisor.

Personal protective clothing, as outlined above, shall be replaced when worn out, except where otherwise noted. The Employer agrees to clean coveralls as required.

#### 28.09 SAFETY CALL-IN

Where an Employee at the arena is required to work alone during those times the building is unoccupied, the Employer will provide a safety call-in system.

#### 28.10 FIRST AID ALLOWANCE

Employees who obtain and maintain an OFA (Occupational First Aid) Level 1 or greater OFA ticket and are designated as first aid attendants for the Municipality will receive an additional \$0.35 per regular hour worked.

#### 28.11 DOMESTIC VIOLENCE

“Domestic Violence” is any form of violence between intimate partners. The violence can be physical, sexual, emotional, or psychological abuse, including financial control, stalking and harassment. It occurs between mixed or same-sex intimate partners, who may or may not be married, common law, or living together. It can also continue to happen after a relationship has ended. It can be a single act of violence, or a number of acts that form a pattern of abuse.

Both parties acknowledge that Domestic Violence is a significant social problem that can affect the health and well-being of employees.

The Employer agrees that requests submitted by employees to utilize sick leave,

vacation, banked time or other eligible paid leaves of absence in order to deal with issues arising from Domestic Violence shall not be reasonably denied.

The Employer also agrees that requests submitted by employees for unpaid leaves of absence in order to deal with issues arising from Domestic Violence shall not be unreasonably denied.

## **ARTICLE 29 - JOB SECURITY**

### **29.01 RESTRICTIONS ON CONTRACTING OUT**

In order to provide job security for the members of the Bargaining Unit, the Employer agrees that maintenance work or services currently performed by Employees shall not be sub-contracted. The Employer reserves the right to contract out capital projects. Maintenance work or other work currently performed by Short-Term Employees of the Bargaining Unit other than those hired to temporarily relieve permanent Employees may be contracted out at the discretion of the Employer. The Employer has the right to sub contract work where the Employer does not possess the equipment necessary to perform the work, in cases of emergency where Bargaining Unit crews are not available, or in cases mutually agreed upon. The hours of work and rates of pay of Employees shall not be reduced as a result of contracting out.

The Union agrees and grants Management the total ability to contract out Animal Control Services.

The Union agrees and grants Management the total ability to contract out Sanitary Landfill operations providing no present Employee loses hours as a result.

### **29.02 TECHNOLOGICAL CHANGE/WORKPLACE ADJUSTMENT PLAN**

Provisions for Technological Change shall be made pursuant to Section 54 of the Labour Relations Code of BC The Parties agree to be bound by the provisions of Section 54 of the Labour Relations Code.

### **29.03 CONTRACTING IN POTENTIAL**

The parties agree that services which are currently being contracted out, will be examined prior to renewing contracts, to determine the possibility of those services being "Contracted In."

The parties agree to strike a committee of equal representation for this purpose.

The Municipality agrees to provide CUPE with financial information related to the foregoing.

The parties agree that services which are “contracted in” as a result of the above examination, may subsequently be “contracted out” again if the Northern Rockies Regional Municipality believes it makes financial sense to do so.

## **ARTICLE 30 - UNION LABEL**

### **30.01 UNION LABEL**

The Employer will permit the Union to display the CUPE Union Label at an approximate size of 4" on all vehicle windshields, on personal clothing and on bulletin boards.

## **ARTICLE 31 - GENERAL CONDITIONS**

### **31.01 PROPER ACCOMMODATION**

Proper accommodation shall be provided for Employees to have their meals and store and change their clothes.

### **31.02 BULLETIN BOARDS**

The Employer shall provide bulletin boards which shall be placed so all Employees will have access to them and upon which the Union shall have the right to post notices of meetings and other such notices as may be of interest to the Employees.

### **31.03 ALLOWANCE FOR TOOLS**

The Employer shall supply all tools and equipment required by Employees in the performance of their duties. Tradesmen may be required to supply their own hand tools. An Employee using tools owned by the Employee will provide the Employer with a current list of such tools and in such a case the Employer will replace any broken, worn, lost or stolen hand tools upon satisfactory explanation.

### **31.04 FIRE INSURANCE**

The Employer shall provide fire insurance covering the tools and equipment owned by Employees and required in the performance of their duties with the Employer, and the Employee will provide the Employer with a current inventory of those tools.

## **ARTICLE 32 - GENERAL**

### **32.01 GENERAL**

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.

## **ARTICLE 33 - TERM OF AGREEMENT**

### **33.01 TERM OF AGREEMENT**

This agreement shall be binding and remain in effect from January 1, 2022 to December 31, 2024 and thereafter from year to year unless written notice of intent to terminate or amend the Agreement is given by either party to the other party in accordance with the Labour Relations Code. During the period of negotiations, this Agreement shall continue in full force and effect. The Agreement shall be amended only by mutual agreement of the parties.

### **33.02 CHANGES IN AGREEMENT**

Rates of pay for new jobs created not falling within the present classification system and for those persons determined as Employees by the Labour Relations Board of BC shall be negotiated on occurrence and shall not be construed as a reopening of the Agreement. Such rates of pay will be retroactive to the date of employment.

### **33.03 SECTION 50(4) EXCLUDED**

In accord with Section 50(4) of the Labour Relations Code, the parties hereby specifically exclude the operation of subsections (2) and (3) of Section 50 of the Labour Relations Code.

### **33.04 RETROACTIVITY**

There shall be no retroactivity application on any of the provisions of this settlement and the resulting amendments to the Collective Agreement except as expressly provided for in this Article.

Retroactivity pay shall be paid to all Employees who are on the payroll as of date of union ratification. Retroactive pay will be for all hours worked since January 1<sup>st</sup>, 2022, to the date of ratification.

Retroactive payment, if applicable shall be made as soon as practicable following

the date of ratification of this Agreement and shall only be paid for the following:

- A) Actual hours worked
- B) Annual leave taken during the period specified above
- C) Paid Holidays (hourly rate only)
- D) Standby Pay
- E) Abnormal Hours (for rate of pay only, not eligibility)
- F) Overtime banked during the period above
- G) Any other approved leave with pay except Long Term Disability and Workers' Compensation.

**Memorandum of Understanding #1**

**NORTHERN ROCKIES REGIONAL MUNICIPALITY  
and  
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2167**

**Purpose:** The intent of the qualification allowances is to encourage employee growth; learning and advancement through the recognition of qualifications over and above those required for their current position.

1. The qualification must be of a certified accredited nature – i.e. certificate, diploma, license, etc. and the employee must provide proof of the qualification.
2. The qualification must be related to a subject or knowledge area that is of a benefit and related to the work of Municipality and must be applicable to the employee's current position and department.
3. Qualification allowances will only be given at the discretion of the employer, and the employer reserves the right to limit the number of qualification allowances given for any one certification.
4. A qualification allowances can be applied for by either the employee submitting a request, through an annual performance appraisal, or by Supervisor recommendation.
5. An employee's probation period must be completed before being eligible for a qualification allowance.
6. Student employees are not eligible for qualification allowances.
7. For qualification allowances within own job, the qualification allowances will not exceed the base rate of the next applicable class.
8. If an employee receiving a qualification allowance under Type 2 is eventually classified or is being paid at the higher job class rate that they are receiving a qualification allowance for, the qualification allowance will cease.
9. If an employee loses or fails to maintain the qualification for which they are receiving a qualification allowance, the qualification allowance will cease.
10. Qualification allowances will only be paid for hours worked and do not apply to sick, vacation, or other leaves.
11. Qualification allowances cannot be used to calculate overtime rates, but will be paid for OT hours worked.
12. Matters arising from the application of the Memorandum of Understanding will be referred to the Labour-Management Committee.

**Qualification Allowance Types**

1. Trades Related

Public Works, Recreation, and Technology Employees in the following positions

who hold a trade certification over and above what is part of the requirements for their position are eligible to apply for a qualification allowance. Types of trade certification examples: Electrician, Millwright, Pipe fitter, and Welder. Qualification allowance would be \$1.00 per hour for all hours worked.

- Utility Maintenance
  - Labourer
  - Equipment Operator
  - Water & Sewer Operator
  - Electrician
  - Heavy Duty Mechanic
  - Instrumentation Technician
  - Building Service Worker
  - Carpenter
  - Facility Maintenance Technician
  - Engineering Technicians
2. Partial qualification for next wage class in own position. If an employee holds partial qualification for a higher wage class in their own position, they are eligible to apply for a qualification allowance. Qualification allowance would be \$.50 cents per hour for all hours worked.
  3. Qualification related to another position (must still be applicable to own position and department). Qualification allowance would be \$.50 cents per hour worked to a maximum of \$2.00 per hour.


### Qualification Allowance Application Process

Employees who would like to apply for a Qualification Allowance must first discuss their application with their direct Supervisor. In order to apply for a Qualification Allowance, employees will need to complete the application form and attach a copy of their certificate/qualification/license/etc. Completed application forms must be submitted to their direct Supervisor.


Applicants may be required to produce documentation describing the knowledge and skills acquired with the qualification as well as a brief statement describing how the qualification is of a benefit to the Municipality and how it is related to the work of the Municipality and the employee.

Once a completed application is received by the Supervisor, it will be forwarded to the Department Director and subsequently the Deputy CAO for CAO Approval. Employees will be notified of the status of their application within 30 days.

This Memorandum of Understanding will be in effect for the term of **2022-2024** Collective Agreement.

  
CUPE Local 2167

  
NRRM

  
CUPE Local 2167

  
NRRM

**Memorandum of Understanding #2**

NORTHERN ROCKIES REGIONAL MUNICIPALITY  
and  
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2167

**Benefits Review Committee**

The parties agree to establish a Benefits Review Committee within 90 days of ratification of the Collective Agreement which will include 2 members of the Union and 2 members of the exempt staff.

The Committee will review the terms and coverages of the benefit plans as described in Article 25.09 Medical Travel Grant and Article 27.03 (Hospital and Medical Insurance) of the Collective Agreement including:

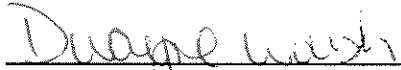
- Medical Travel Grant;
- Extended Health Plan;
- Dental Plan; and
- Long Term Disability Plan

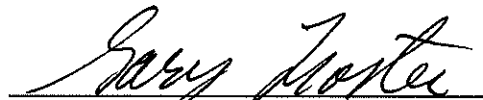
The Committee will work with a focus on identifying benefit plan changes that will improve the quality of benefits available to members while reducing benefit cost growth. The Committee's role is to consider a wide range of alternatives such as plan redesign, methods for reducing utilization and carrier alternatives. The Committee will have access to all relevant available data, subject to any legally required privacy restrictions.

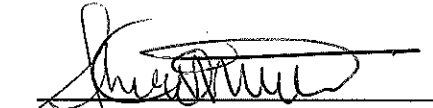
The Committee may recommend interim changes that do not alter minimum coverage levels as outlined in the Collective Agreement. Those changes may be implemented during the current Collective Agreement term.

Recommendations which alter current minimum provisions in the Collective Agreement will be provided to both the Union and Management a minimum of 6 months prior to the expiration of the current Collective Agreement and may be considered during the next round of bargaining.

Members of the Committee shall suffer no loss of pay for attendance at Committee meetings.

  
\_\_\_\_\_  
CUPE Local 2167

  
\_\_\_\_\_  
NRRM

  
\_\_\_\_\_  
CUPE Local 2167

  
\_\_\_\_\_  
NRRM

**Letter of Understanding #1**

NORTHERN ROCKIES REGIONAL MUNICIPALITY  
and  
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2167

LETTER OF UNDERSTANDING  
RE: JOINT JOB EVALUATION COMMITTEE

The parties agree to jointly develop, implement and maintain a point-weighted, gender-neutral job evaluation plan, based on CUPE's Job Evaluation Plan, as follows:

Each party will appoint three (3) members to a Joint Job Evaluation Committee. The Committee may utilize advisors to assist in the project. The work of the committee will be to create and implement the Job Evaluation program including the following:

- Create a Terms of Reference establishing the terms and conditions of this process. The Terms of Reference will include establishing a Joint Job Evaluation Committee.
- Create a Job Evaluation Plan, based on CUPE's JE Plan, to suit the work of the bargaining unit.
- Review all jobs, including development or revision of job descriptions.
- Rate all jobs according to the JE Plan developed.
- Establish the weighting of the evaluation factors.


Members of the Committee will be granted the necessary paid time during normal working hours to conduct the review and will meet as required. The Joint Job Evaluation Committee will meet to begin their work no later than March 31, 2022, with intention to complete the review by December 31, 2023. Committee progress will be reviewed after 12 months to determine if additional time for completion is required.

In no case will an individual's wage be reduced as a result of this process.

This Letter of Understanding is attached to, and forms part of, the Collective Agreement.

Signed, this 29<sup>th</sup> day of April, 20

For the Union

  
Dwayne Walsh, CUPE

  
Sherita McMillan, CUPE

For the Employer

  
Scott Barry, NRRM

  
Erin LaVale, NRRM



Schedule "A" CUPE HOURLY WAGE SCHEDULE – for the Period January 1, 2022 to December 31, 2024

<b>PUBLIC WORKS</b>	<b>January 1 2022 (2%**)</b>	<b>January 1 2023 (3%**)</b>	<b>January 1 2024 (3%**)</b>
<b>Equipment Operators:</b>			
Class I	33.51	34.52	35.56
Class II	34.66	35.70	36.77
Class III	36.10	37.18	38.30
<b>Utility Maintenance Person:</b>			
Class I	31.71	32.66	33.64
Class II	32.80	33.78	34.79
Class III	33.58	34.59	35.63
<b>Water and Sewage Plant Operators:</b>			
Class I	33.70	34.71	35.75
Class II	35.90	36.98	38.09
Class III	37.40	38.52	39.68
<b>Labourer:</b>			
Class I	28.74	29.60	30.49
Class II	29.74	30.63	31.55
Class III	31.01	31.94	32.90
<b>Technological Services Analyst:</b>			
Class I	35.94	37.02	38.13
Class II	37.24	38.36	39.51
Class III	38.70	39.86	41.06
Class IV	40.18	41.39	42.63

Schedule "A" CUPE HOURLY WAGE SCHEDULE – for the Period January 1, 2022 to December 31, 2024

<b>RECREATION</b>	<b>January 1 2022 (2%**)</b>	<b>January 1 2023 (3%**)</b>	<b>January 1 2024 (3%**)</b>
Facility Maintenance:			
Class I	33.70	34.71	35.75
Class II	35.25	36.31	37.40
Class III	36.29	37.38	38.50
Recreation Labourer:			
Class I	28.74	29.60	30.49
Class II	30.26	31.17	32.11
Class III	31.71	32.66	33.64
Building Service Worker:			
Class I	27.68	28.51	29.37
Lifeguard:			
Class I	25.70	26.47	27.26
Class II	26.32	27.11	27.92
Class III	26.94	27.75	28.58
Lifeguard Instructor:			
Class I	29.56	30.45	31.36
Class II	31.13	32.06	33.02
Class III	32.35	33.32	34.32
Aquatic Coordinator			
Class I	33.85	34.87	35.92
Class II	34.20	35.23	36.29
Class III	34.81	35.85	36.93
Babysitter	20.38	20.99	21.62
Cashier/Reception	22.46	23.13	23.82
Climbing Wall Attendant	23.89	24.61	25.35
Climbing Wall Coordinator	27.15	27.96	28.80
Skate Guard	16.56	17.06	17.57
Program Coordinator	24.17	24.90	25.65
Program Leader	20.38	20.99	21.62
Program/Event Assistant	16.56	17.06	17.57

Schedule "A" CUPE HOURLY WAGE SCHEDULE – for the Period January 1, 2022 to December 31, 2024

<b>CLERICAL</b>	<b>January 1 2022 (2%**)</b>	<b>January 1 2023 (3%**)</b>	<b>January 1 2024 (3%**)</b>
Accounting Clerk:			
Class I	30.63	31.55	32.50
Class II	31.51	32.46	33.43
Class III	33.00	33.99	35.01
Class IV	34.37	35.40	36.46
Clerk Typist:			
Class I	29.96	30.86	31.79
Class II	30.54	31.46	32.40
Class III	31.55	32.50	33.48
Class IV	33.43	34.43	35.46
<b>TRADES</b>	<b>January 1 2022 (2%**)</b>	<b>January 1 2023 (3%**)</b>	<b>January 1 2024 (3%**)</b>
Level 1	36.95	38.06	39.02
Carpenter (Building Tradesperson), HVAC			
<i>Uncertified: 95% of Level 1</i>	35.10	36.13	37.24
Level 2: Level 1 plus 5%	38.80	39.96	41.16
Electrician, HD Mechanic, Welder (C Ticket)			
<i>Uncertified: 95% of Level 2</i>	36.85	37.96	39.10
Level 3: Level 2 plus 5%	40.74	41.96	43.22
Instrumentation Electrician, Control System Specialist (WTP)			
<i>Uncertified: 95% of Level 3</i>	38.70	39.86	41.06

Schedule "A" CUPE HOURLY WAGE SCHEDULE – for the Period January 1, 2022 to December 31, 2024

- Senior-Foreman      When so appointed, will be paid at a rate of \$3.00 per hour above the highest rate in their classification.
- Sub-Foreman      When so appointed, will be paid at a rate of \$1.00 per hour above the highest rate in their classification.
- Lead Hand      When so appointed, will receive a premium of \$.50
- Chief Engineer      When so appointed, will receive a premium of \$1.00 per hour
- Student Rate      75% of the rate for the position
- Probationary Rate      90% of the rate for the position
- Training Rate      90% of the rate for the position

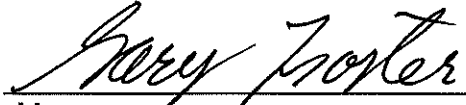
**\*\*COLA CLAUSE** – Where the cumulative cost of living (measured by the CPI) is greater than the cumulative percentage increase over previous years covered by this Contract, the difference shall be added to the specified increases for the term of this agreement.

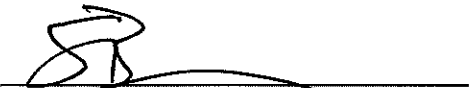
January 1<sup>st</sup>, 2022 – December 31<sup>st</sup>, 2024

Collective Agreement


SIGNED, SEALED AND DELIVERED THIS 4<sup>th</sup> DAY OF November, 2022

FOR THE NORTHERN ROCKIES REGIONAL MUNICIPALITY:

  
\_\_\_\_\_  
Mayor

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

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2167:

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Bargaining Committee

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