

# COLLECTIVE AGREEMENT BETWEEN



**THOMPSON-NICOLA**  
REGIONAL DISTRICT

AND



**JANUARY 1, 2024 – DECEMBER 31, 2025**

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**AGREEMENT BETWEEN:**

**THE THOMPSON-NICOLA REGIONAL DISTRICT,**  
(hereinafter called the "Employer")

AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 900,**  
Chartered by the Canadian Union of Public Employees and affiliated with the Canadian Labour  
Congress  
(hereinafter called the "Union")

**PREAMBLE**

**WHEREAS** it is the desire of both parties to this agreement:

1. To maintain the existing harmonious relations and settled conditions of employment between the Thompson-Nicola Regional District and the Union;
2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work, and scale of wages, etc.;
3. To encourage efficiency in operation;
4. To promote the morale, well-being and security of all the employees in the bargaining unit of the Union;

**AND WHEREAS** it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in agreement.

**NOW THEREFORE**, the parties hereto agree as follows:

**ARTICLE 1 RECOGNITION AND NEGOTIATIONS**

**1.01 Bargaining Agent**

The Employer or anyone authorized to act on its behalf recognizes the Canadian Union of Public Employees, Local No. 900 as the sole collective bargaining agency for its employees classified and covered by this Agreement as set forth in Schedule "A" and except those excluded by the Labour Relations Code, and hereby consents and agrees to negotiate with the Union and its authorized committee thereof, in all matters affecting the relationship between the parties to this agreement, looking forward to a peaceful and amicable settlement of any differences that may arise between them.

**1.02 Work of the Bargaining Unit**

It is further agreed that, except for incidental or emergent situations or except for employees of a bona fide contractor who are not in the bargaining unit for

which the Union is certified, any person whose classification is not covered by the agreement shall not perform work that is normally done by those employees who are deemed to be within the bargaining unit for which the Union is certified.

**1.03 No Work Stoppage for Term of This Contract**

The Union, its officers, agents, and other employees of the Employer agree that there will be no strike, work stoppage, walkout, sit-down, slow-down, or any other act of a similar nature which would interfere with the Employer's operations or business, and the Employer agrees that there will be no lockout for the term of this contract.

**1.04 Sole and Exclusive Bargaining Agent**

No Employee shall be required nor permitted to enter into either verbally or in writing any agreement that conflicts with, violates or amends the employment conditions in the terms of the Collective Agreement as the Union is the sole and exclusive bargaining agent.

**ARTICLE 2 EMPLOYEE DEFINITIONS**

**2.01 Regular Full-Time**

A Regular Full-Time employee is an employee who is regularly scheduled on a full-time basis of thirty-five (35) hours per week for an indefinite period.

**2.02 Regular Part-Time**

A Regular Part-Time employee is an employee who is regularly scheduled on a part-time basis of less than thirty-five (35) hours per week for an indefinite period.

**2.03 Temporary Employee**

A Temporary Employee is an employee who is regularly scheduled on either a full-time or part-time basis for a fixed period, which may be extended or reduced as required with notice to the employee, and for a term not to exceed two (2) years unless agreed to by the parties. All temporary positions shall be dealt with in accordance to Article 11 of the Collective Agreement. Successful internal candidates shall experience no loss of any of their rights or benefits under the Collective Agreement and shall be allowed to return to their regular position following the end of the fixed period.

**2.04 Casual Employee**

A Casual Employee is an employee who is not regularly scheduled to work and is called in the work on an intermittent basis for the purposes such as relief of regular employees, to meet demands of an increased workload, or work on a

seasonal basis, etc.

## **2.05 Student Employees**

Student employment shall be on a temporary basis and shall not reduce the work of the bargaining unit. Students shall not accumulate seniority and no layoff notice shall be required at the end of the temporary assignments.

The student rate will be specified as a distinct classification in Schedule "A". Students shall start at Step 1 and if rehired in subsequent periods the student will progress to the subsequent step.

Student Employees shall be eligible for a fourteen percent (14%) premium of regular salary in lieu of all benefits.

Students Employees shall be subject to all other provisions of the Collective Agreement.

## **2.06 Employee Benefit Qualifications**

Regular Part-Time, Temporary Employees (hired externally), and Casual Employees are not entitled to annual vacation, any extended health and welfare benefits or any benefits under Article 16 (Statutory Holidays), Article 17 (Annual Vacations), Article 18 (Weekly Indemnity), Paid Leaves of Absence per Article 19 (Leaves of Absence), Article 22 (Welfare Benefits), but instead will be entitled to Payment in Lieu of Fringe Benefits as per Article 23.07.

## **2.07 Employee Seniority Qualifications**

Article 9 of the Collective Agreement does not apply to Temporary Employees, (hired externally) Student Employees or Casual Employees.

- a) Temporary Employees (hired externally), Student Employees and Casual Employees may be terminated for any reason within the greater of six (6) continuous working months or four hundred twenty (420) working hours.
- b) Temporary Employees (hired externally) and Student Employees will lose the right to continue employment and/or re-employment at the end of the fixed period.
- c) Casual Employees will lose the right to continue employment and/or re-employment after one (1) year without being called in.

# **ARTICLE 3 MANAGEMENT RIGHTS**

## **3.01 Rights of Management**

Except as otherwise provided in this Agreement, the management, supervision and control of the Employer's operation and the direction of the working force remain the exclusive function of management.

## **ARTICLE 4 NO DISCRIMINATION**

### **4.01 No Discrimination**

The Employer, its servants and agents agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, discipline, discharge or otherwise by reason of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person nor by reason of their membership in a labour union.

### **4.02 Singular and Plural**

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

### **4.03 No Harassment**

The Employer and Union recognize the right of employees to work in an environment free from all forms of harassment and agree to co-operate in attempting to resolve in a confidential matter any complaints of harassment which may arise in the workplace. Any grievance procedure will commence at Step 2 as outlined in Article 12.02 and the parties further agree that reasonable supervision and direction of employees is not considered harassment.

## **ARTICLE 5 UNION SECURITY**

### **5.01 Condition of Employment**

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

### **5.02 Right to Union Representation**

An employee shall have the right to have a Union Representative present when written disciplinary action is to be taken (written warning, suspension, or dismissal) or for formal investigation meetings that could lead to discipline. Such a right is also applicable when an employee is to be subject to a formal verbal warning, which will form part of the disciplinary record. This clause does not apply to workplace discussions that are of an operational or remedial

nature, which will not form part of the disciplinary record.

## **ARTICLE 6 CHECKOFF OF UNION DUES**

### **6.01 Checkoff**

At the time of employment the Employer shall require an employee to sign a checkoff form authorizing the Employer to deduct from their earnings and to pay to the Union an amount equal to the current monthly union dues as established by the Union in accordance with its Constitution and/or Bylaws.

### **6.02 Deductions**

Deductions shall be made from the payroll period on a bi-weekly basis for all employees, and shall be forwarded to the Secretary-Treasurer of the Union not later than the tenth (10<sup>th</sup>) day of the month following, accompanied by a list of the names of all the employees from whose wages the deductions have been made.

## **ARTICLE 7 THE EMPLOYER SHALL ACQUAINT NEW EMPLOYEES**

### **7.01 Employee Orientation**

The Employer agrees to supply new employees, covered in Schedule "A", with a copy of this Agreement and to draw their attention to the conditions of the employment set out in Articles 5 and 6 dealing with Union Security and Dues Checkoff.

### **7.02 Copies of the Collective Agreement**

The Employer will supply the Union with revised copies of the Collective Agreement as required.

## **ARTICLE 8 LABOUR MANAGEMENT NEGOTIATIONS**

### **8.01 Bargaining Committee**

A Bargaining Committee shall be appointed and consist of not more than three (3) members of the Employer, as appointees of the Employer, and not more than three (3) members of the Union as appointees of the Union. The Union shall advise the Employer of the Union nominees to the Committee.

### **8.02 Representatives**

The Union shall have the right at any time to have the assistance of one (1) representative of the Canadian Union of Public Employees when dealing with or negotiating with the Employer, or the Employer's accredited bargaining agent.

### **8.03 Meeting of the Bargaining Committee**

In the event of either the Employer or the Union wishing to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement. Such meeting shall be arranged within ten (10) calendar days after the request has been made.

### **8.04 Function of Bargaining Committee**

The Bargaining Committee shall meet to discuss the renewal of the collective agreement or any other matters which may be referred to it under the terms of this agreement.

### **8.05 Time Off for Meetings**

In the event a meeting of the Bargaining Committee is scheduled during normal working hours, any representative of the Union on the Bargaining Committee who is an employee of the Employer may attend without loss of remuneration.

### **8.06 Labour Management Committee**

#### **a) Representation**

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its Officers. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

#### **b) Establishing a Joint Labour Management Committee**

i) The Employer and the Union agree to establish a joint Labour Management Committee comprised of two (2) Union representatives and two (2) Employer representatives. The parties may mutually agree to increase the size of the Committee up to a maximum of three (3) union representatives and three (3) Employer representatives. This Committee may call upon additional persons for technical information or advice. The Committee may establish subcommittees or operating procedures for such committees.

ii) An Employer representative and a Union representative shall be designated as Joint Chairpersons and shall alternate in presiding over meetings.

iii) The Committee shall meet not less than four (4) times per year and not less than every one hundred twenty (120) days, unless mutually agreed. Prior to the start of each meeting, an agenda shall be agreed upon between both parties and amendments to the agenda shall be made by mutual agreement.

Either party may also request that a special meeting be convened, in which case the joint Chairpersons shall arrange a mutually agreeable date for such a meeting. However, when a special meeting has been requested by either party, the meeting must be held not later than fourteen (14) calendar days after the request has been given, unless otherwise mutually agreed.

iv) Employees shall not suffer any loss of basic pay for time spent on this Committee.

c) **Function of the Joint Labour Management Committee**

The function of the Committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity. All matters of mutual concern shall be referred to the Joint Labour Management Committee for its consideration.

d) **Purpose of Joint Labour Management Committee Meetings**

The purpose of the meetings shall be to:

- i) Exchange information of mutual interest
- ii) Expedite Union/Employer concerns
- iii) Review administrative matters arising from this Agreement
- iv) Consider and review constructive criticism in the area of Union/Employer relations
- v) Maintain effective Union/Employer relations
- vi) Correct conditions causing misunderstandings and potential grievances
- vii) Correct conditions causing grievances
- viii) Discuss the need for staffing increases
- ix) Discuss issues arising from interpretation of the Collective Agreement (but not grievances)
- x) Promote staff development and opportunities
- xi) Discuss ways to improve working conditions and to
- xii) Discuss other matters as mutually agreed.

e) **Agenda and Action Plan for Joint Labour Management Committee Meetings**

- i) At each Joint Labour Management Committee meeting, the Committee shall formulate and implement an "Action Plan" for any unresolved agenda items. The plan must include a deadline for a timely and successful resolution of the unresolved agenda items.

When an agenda item requires an "Action Plan", the plan must be formulated prior to moving on to the next item on the agenda.

f) **Minutes of Joint Labour Management Committee Meetings**

Minutes shall be taken at each meeting of the Committee. An Employer representative and a Union representative shall alternate in preparing the minutes and distributing them to the Union and Employer for approval at the next scheduled meeting. Once approved, the minutes shall be signed by the Joint chairpersons and be provided to the Union and the Employer.

g) **Powers and Limitations of Joint Labour Management Committee**

- i) Except as limited by sentence (ii), the Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.
- ii) The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this agreement. The Committee shall not supersede the activities of any other committee of the Union or the Employer and shall not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.

## **ARTICLE 9 SENIORITY**

### **9.01 Seniority List**

Seniority is length of service of employment with the Employer and shall apply on a bargaining-unit-wide basis.

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted electronically in January of each year.

In the case of equality in employees' service date, the seniority rank shall be determined by the date of birth in chronological order.

Seniority for Part-Time employees will be adjusted by all hours worked, at the time that the annual seniority list is posted. On June 1<sup>st</sup> of each year, the accrued hours will be divided by eighteen hundred and twenty (1820) to provide the number of service years, and the service date will be backdated by that amount from the date of the seniority list.

### **9.02 Seniority for New Employees**

Newly hired employees shall be considered on a probationary basis for a period of six (6) months from date of hiring. The employment of such employees may be terminated for any reason during this period of six (6) months but shall have recourse to the grievance procedure. After satisfactory completion of the probationary period, an employee shall acquire seniority effective from the

original date of employment.

### **9.03 Loss of Seniority**

An employee shall lose 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 three (3) working days without notifying the Employer unless such notice was not reasonably possible.
- 4) After a layoff, they fail to return to work within seven (7) calendar days, after being notified to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address.
- 5) After a layoff of one (1) year, an employee shall be struck from the seniority list.
- 6) When an employee loses their seniority, their right to continue employment and/or to re-employment shall cease. In the event of re-employment, such person shall start as a new employee and their right to seniority and other benefits based upon their length of service with the Employer shall be calculated from their date of re-employment.

## **ARTICLE 10 LAYOFFS AND REHIRINGS**

### **10.01 Layoffs and Rehiring Procedure**

The Employer and the Union recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, except as otherwise mutually agreed, employees shall be laid off in the reverse order of their seniority, provided that those employees retained are qualified to do the work. Except as otherwise mutually agreed, employees shall be recalled in order of their seniority, provided they are qualified to do the work. Provided also that in the case of layoffs the Union agrees that where the next junior employee is retained, to complete a job in progress, the retaining of their service for a period not exceeding five (5) working days shall not be considered a violation of the agreement and provided also that employees laid off have not been doing similar work.

### **10.02 Notice After Probationary Period**

Any employee who has completed six (6) months of probationary period from initial employment shall be given one (1) month's notice of any layoff, or one (1) month's salary at their present rate in lieu of such notice.

## **ARTICLE 11    PROMOTIONS AND STAFF CHANGES**

### **11.01            Post Notice**

Prior to filling any staff changes or promotions, covered by the terms of this agreement, the Employer shall post notice electronically for a minimum of five (5) working days, in order that all members will know about the position and be able to apply. Such notice shall contain the following information: Nature of position, required knowledge and education, ability and skills, shift, wage and salary rate or range. Postings will be made available to the Union.

When a position is changing only in FTE the Employer may not be required to post the adjusted position, provided there are no internal members interested in the adjusted position. The Union will help facilitate feedback from members to confirm interest in the adjusted position.

### **11.02            Filling of Vacancies on a Temporary Basis**

Notwithstanding any other provisions of this Agreement; whenever a new or vacant position(s) requires immediate filling, the Employer may select an employee(s) taking seniority, qualifications and employee preference to such opening(s) into account. The Employer agrees such filling of position(s) shall be deemed to be "pending posting" and said position shall be posted within thirty (30) days.

### **11.03            Method of Making Appointments**

The Employer and the Union recognize that job opportunity should increase in proportion to length of service. Therefore, in making staff changes, appointment shall be made of the applicant senior in service and having the required qualifications. Conditional on satisfactory service, such trial promotion shall become permanent after the period of three (3) months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, they shall be returned to their former position without loss of seniority or previous salary, and any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority and previous salary.

### **11.04            Union Notification**

The Employer shall copy the Union of all appointments, promotions, hirings, and terminations of employment for those employees covered in Schedule "A".

### **11.05            Job Training Program**

The Employer agrees, wherever practical, to provide an opportunity for employees to receive on the job training to facilitate qualification for promotion or job understanding.

The parties agree that, where operational requirements present a need and

opportunity for on the job training and where it is economical and efficient to undertake such training, the Employer will post such opportunity in a manner to inform employees in the bargaining unit.

It is understood that, where training is provided, employees eligible for training must be currently working in the occupational group within which training is available.

Where a training opportunity becomes available and more than one (1) employee indicates an interest in acquiring that training, the Employer will assess qualifications, skills, ability, knowledge and previously demonstrated initiative to acquire training, relative to the classification being trained for; and where all else is equal, seniority would prevail.

The parties intend that training is provided as a means whereby employees can improve their qualifications in the event of a vacancy arising, in the future. Training of employees should not be utilized to circumvent the seniority or promotion provisions of the collective agreement.

The above process also applies to employees being displaced by the contracting out of their jobs.

## **ARTICLE 12 GRIEVANCE AND ARBITRATION PROCEDURE**

### **12.01 Grievance Committee**

The Employer acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of three (3) members who shall be employees of the Employer. The personnel of such committee shall be communicated to the Employer.

### **12.02 Settling of Grievances**

Should a dispute arise between the Employer and any employee(s) regarding the interpretation, meaning, operation or application of this agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, or should any other dispute arise, an earnest effort shall be made to settle the dispute in the following manner:

Pre-Grievance: The employee(s) may, at their own discretion, first seek to settle the matter with their immediate supervisor within twenty (20) working days after which the employee or the Union became aware of the alleged grievance. If an employee chooses to do so, they may involve their Shop Steward. It is understood that any resolutions arrived at during this informal stage are non-precedent setting and non-binding on the parties.

#### **Step 1:**

If a satisfactory settlement is not reached at pre-grievance, the employee, with their Shop Steward, shall provide written notice to the immediate supervisor

and Human Resources Advisor. Within ten (10) working days a meeting between these parties shall be held to discuss the grievance and the Employer shall reply in writing within ten (10) working days

**Step 2:**

Within a further ten (10) working days after the response from the Employer is received, if there is no satisfactory resolution a grievance shall be submitted, in writing, to the Manager of Human Resources or the Chief Administrative Officer.

Within twenty (20) working days of receipt of the grievance, the aggrieved employee, in person with the Union's Grievance Committee and any necessary witnesses, in an effort to resolve the grievance.

**12.03**

**Timelines**

The Employer shall advise the Union of its decision within fifteen (15) working days following the Step 2 grievance meeting. The Union shall notify the Employer within fifteen (15) working days after receiving the Employer's Step 2 response if it intends to proceed to Arbitration and shall name its nominee to the Arbitration panel. In the event that the Union does not notify the Employer that it will proceed to Arbitration within the prescribed fifteen (15) working daytime limit, the Grievance shall be deemed to be abandoned and all rights to the Grievance Procedure at an end.

**12.04**

**Board of Arbitration**

The Employer shall appoint one (1) member to this Board, and the Union shall appoint one (1) member to this Board, and these two (2) appointees shall agree upon a Chair; in the event that these two (2) appointees cannot agree upon a Chair, the Minister of Labour shall appoint a Chair.

The Board of Arbitration shall hear and determine the difference or allegation and render its decision.

The parties shall jointly bear the costs of the Chair of the Board of Arbitration. Each of the parties shall bear the expenses of the witnesses called by it. No costs of arbitration shall be awarded to, or against, either party. Arbitration procedures shall be expedited by the parties.

The Board of Arbitration appointed in accordance with this Article shall be governed by the provisions of the Agreement, and shall not have the right to add to, delete from, or change, or make any decision contrary to the provisions of this Agreement. The decision of the Board of Arbitration shall be final and binding on both parties. Except as otherwise provided in this Agreement, no Board of Arbitration may award retroactively beyond one hundred and twenty (120) days preceding the date of the written grievance.

**12.05 Continue to Work**

Except where specifically provided otherwise by statute, the parties agree to abide by the provisions of Article 12 as the only means of resolving any differences which may arise during the term of this Agreement, all employees shall continue to work as usual without curtailment or restriction of normal operations.

**12.06 Policy Grievances**

Where a dispute involving a question of general application or interpretation occurs, or where the Employer has a grievance, Step 1 of this Article may be bypassed.

In the case of an Employer's grievance the provisions of Step 2 shall be changed to require a meeting between the Union and the CAO of the Thompson-Nicola Regional District with a view to seeking a settlement. If a satisfactory settlement is not reached within fifteen (15) days the Employer may refer the dispute to Arbitration.

**12.07 Replies in Writing**

All replies to grievances shall be in writing to all stages following Step 1.

**12.08 Grievances Settled Satisfactorily**

Grievances settled satisfactorily within the time allowed shall date from the time that the grievance was filed.

**12.09 Place of Meetings**

The Employer shall supply the necessary facilities for the grievance meetings.

**12.10 Calendar Days**

Except for Step 2 of the Grievance Procedure, time limits mentioned in Article 12 refer to clear calendar days and may only be extended by written mutual agreement of the parties.

**12.11 Witnesses**

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

**12.12 Single Arbitrator**

Notwithstanding the foregoing, the parties may mutually agree to the use of a single arbitrator, who will be governed by the provisions of this Article. Failing

to agree on a single arbitrator, the provisions of the three (3) person Board will apply.

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

### **13.01 Discharge Procedure**

After completion of a six (6) month probation period, an employee may be suspended or dismissed only for just cause. Such employee and the Union shall be advised in writing within twenty-four (24) hours by the Employer of the reason for such dismissal or suspension.

### **13.02 Picket Lines**

Just cause shall not include the refusal of an employee to cross the picket line of a legal strike.

### **13.03 Just Cause Notification**

Where the Employer considers that just cause exists for dismissal of an employee, such dismissal shall not go into effect until the employee has been so notified and a period of three (3) working days has elapsed from the time of such notification. During the said period of three (3) working days the employee concerned shall be suspended without pay and the Employer shall review the circumstances involved. At the conclusion of the said period of three (3) working days the Employer shall either proceed with the dismissal or impose a lesser penalty. In the event the Employer finds that disciplinary action is not warranted, or that suspension is too severe, the employee shall be reinstated with payment for such time that they may have lost from work as a result of having been suspended.

### **13.04 Unjust Suspension or Discharge**

A permanent employee considered by the Union to be wrongfully or unjustly discharged, or suspended, shall be entitled to a hearing under Article 12, Grievance Procedure. Step 1 of the Grievance Procedure shall be omitted in such cases.

### **13.05 Reinstatement**

Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in their former position, without loss of seniority rating, and shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the Employer and the Union or in the opinion of the Board of Arbitration if the matter is referred to such Board of Arbitration.

## **13.06 Board of Arbitration**

Where a Board of Arbitration has been selected to determine the question respecting an alleged unjust discharge or suspension it shall have power and jurisdiction to:

- d) uphold the discharge or suspension; or
- e) vary the penalty; or
- f) substitute a different penalty; or
- g) direct reinstatement;

and in cases (b), (c) and (d), may, in addition, order the Employer to pay the employee full or partial compensation in accordance with their regular wage rate. It is understood, however, that if an employee is reinstated they shall retain their full seniority.

## **13.07 Discipline Letters**

- a) All discipline letters shall be subject to the provisions of the grievance procedure.
- b) Disciplinary letters will be removed from an employee's file after two (2) years, providing the employee has made such a request and that no other behavioural or performance issues have occurred during that two (2) year period.
- c) The Employer agrees that all employees will have access to their personnel file and may review same in the presence of a representative from Human Resources. To obtain access to their personnel file the said employee will forward the appropriate request in writing to Human Resources who will deal with the said request within a reasonable time. Any employee may respond in writing to any report on their personnel file and such response will become part of the file.

## **ARTICLE 14 HOURS OF WORK**

### **14.01 Normal Work Week**

The normal work week shall consist of five (5) consecutive seven (7) hour days.

The normal work day shall not commence before 6:30 a.m. nor finish later than 5:30 p.m. No seven (7) hour shift for salaried staff shall be spread over a period longer than eight (8) hours, with up to one (1) hour off for lunch.

Regular Part Time employees shall be scheduled during the normal work day between 6:30 a.m. and 4:30 p.m. Shifts longer than five (5) hours shall be entitled to a minimum of a thirty (30) minute lunch break.

Existing employees as of the date of ratification of this agreement will not have their work hours changed without mutual agreement.

Variations of the normal work day and/or normal work week may be made by mutual agreement of the Parties in this Agreement.

#### **14.02 Minimum Hours**

In the event of an employee starting work on any day and being sent home before they have completed four (4) hours, or in the event of stoppage or suspension of work, they shall be paid for four (4) hours. In the event that an employee reports for work but is sent home before commencing to work they shall be paid for two (2) hours at regular rates. Provided, however, that this Article is not to apply where an employee has been sent home for disciplinary reasons or where the stoppage or suspension of work is due to a labour dispute.

#### **14.03 Rest Period**

All employees working a full shift of seven (7) hours shall be permitted a fifteen (15) minute rest period in both the first (1<sup>st</sup>) and second (2<sup>nd</sup>) half of a shift.

##### **Breaks for shifts less than seven (7) hours will be:**

- i. Any shift up to, but less than five (5) hours = one (1) 15-minute paid break.
- ii. Any shift five (5) hours or greater = one (1) 30-minute paid break (or can be split into two 15-minute paid breaks at the discretion of management).

### **ARTICLE 15 OVERTIME**

#### **15.01 Overtime Rates on Normal Work Days**

All time worked outside the normal work day shall be deemed to be overtime. Overtime shall be paid for at the rate of time and one-half (1½) for the first (1<sup>st</sup>) two (2) hours and double (2x) time thereafter. Overtime will be calculated to the nearest quarter (¼) hour.

#### **15.02 Overtime Rates on Days of Rest and Holidays for Regular Full-Time Employees**

All time worked on a Regular Full-Time employee's days of rest shall be paid on the basis of double (2x) time. All time worked on Statutory Holidays shall be paid on the basis of double (2x) the standard rate of pay for every hour worked, in addition to the employee's regular holiday pay. Day of rest shall be defined as an employee's regularly scheduled weekly days off work.

#### **15.03 No Layoff to Compensate for Overtime**

Employees shall not be required to lay off in regular hours to equalize any overtime worked; however, the Employer may consider time off in lieu of overtime worked if such is requested by the employee, providing such time off

is taken by mutual agreement.

#### **15.04 Minimum Call-Back Time**

Every employee who is called back and required to work outside their regular working hours, shall be paid for a minimum of three (3) hours at overtime rates. The overtime rate shall apply from the commencement time of work. For out-of-town evening work the overtime rate shall apply from the time the employee leaves from their regular location of work (outside regular working hours) to the time they return to their regular location of work.

#### **15.05 Technical Support**

Employees required to resolve technical issues through the use of technology while on standby, but not required to leave home to return to work, will be compensated as follows:

##### **Cursory Calls (< one (1) hour)**

If the first (1<sup>st</sup>) call is under fifteen (15) minutes it will be considered to be included in the standby compensation. A subsequent call within the hour from the first call, or an initial call lasting fifteen (15) minutes or more will require payment of one (1) hour paid at overtime rates.

##### **Lengthy Calls (> one (1) hour)**

Should a call exceed one (1) hour the period of compensation will be paid as per Article 14.01 and 14.02.

##### **Subsequent Calls**

Subsequent calls received outside the time frame of the previous period of compensation shall be paid according to the length of call as outlined above.

#### **15.06 Paid Time off in Lieu of Worked Overtime**

Subject to the Employer's operational requirements, employees may consider paid time off in lieu of worked overtime up to a maximum of thirty-five (35) hours per calendar year, or more with supervisory approval. Time off will only be taken upon mutual agreement between the employee and their Supervisor, mutual agreement will not be withheld due to an employee requesting time off of not less than one (1) hour at one time provided that any unused banked time will be paid out once yearly at a time to be determined by the Employer. Paid time off shall be provided at the same rate as the applicable overtime rates. Overtime worked in excess of thirty-five (35) hours per calendar year will be paid out and not banked as paid time off in lieu.

## **ARTICLE 16 STATUTORY HOLIDAYS**

### **16.01 Statutory Holidays Listed**

- a) All employees shall, after completion of thirty (30) days of continuous employment, receive one (1) day's pay for not working on the following holidays:

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

and any other day proclaimed or declared by the Regional District, Federal, Provincial or Municipal Governments as a holiday.

- b) Employees who are actively practicing other religions are entitled to up to two days' leave without pay per calendar year to observe spiritual or holy days, subject to the discretion of the General Manager of People and Engagement or the CAO, which shall not be unreasonably withheld.
- i. Employees granted leave under this provision may utilize vacation or banked overtime

### **16.02 Winter Closure**

Employees shall take all workdays between Christmas Day and New Year's Day as banked leave time (vacation, banked overtime, and/or lieu time) or unpaid leave, unless, for operational reasons, they have obtained supervisory approval to work during part or all of that period.

### **16.03 When Holidays Fall on a Non-Working Day**

When Statutory Holidays fall on a normal non-working day and no other day is declared in substitution thereof, employees shall receive a day off work in lieu of the holiday, at their regular rate of pay; such day off to be taken at the discretion of the Department Head concerned, within two (2) weeks following such a holiday.

### **16.04 While on Layoff**

No employee is entitled to Statutory Holiday Pay for any such holiday which occurs while the employee is on layoff.

## **ARTICLE 17 ANNUAL VACATIONS**

### **17.01 Definition of Vacation Year - Calendar Year**

The term "vacation year", as used in this Agreement, shall mean the twelve (12) month period running from January 1<sup>st</sup> to December 31<sup>st</sup> of the previous calendar year.

### **17.02 New Employees**

During the first calendar year of their employment, an employee shall accumulate paid vacation entitlement to a maximum of fifteen (15) days on the basis of one and one-quarter (1¼) working days for each completed calendar month of employment. A "completed calendar month" shall be defined as any month in which an employee has worked ten (10) days. Such vacation shall be taken during the second (2<sup>nd</sup>) calendar year of employment and payment for same shall be at the employee's rate of pay as at the time they take their vacation.

### **17.03 Length of Service, Adjustment of**

For the purpose of calculating length of service to determine an employee's paid vacation entitlement, the length of service of every employee shall be adjusted to the common cut-off date of December 31<sup>st</sup> as follows:

- a) In the case of an employee whose employment commenced during the six (6) month period running from January 1<sup>st</sup> to June 30<sup>th</sup>, inclusive, the employee shall be deemed to have completed one (1) year of service by December 31<sup>st</sup> of that year.
- b) In the case of an employee whose employment commenced during the six (6) month period running from July 1<sup>st</sup> to December 31<sup>st</sup>, inclusive, the employee shall be deemed to have completed one (1) year of service by December 31<sup>st</sup> of the following year.

### **17.04 Vacation Entitlement**

Paid annual vacation for Regular Full-Time employees shall be as follows:

- i) during the second and up to and including the fourth year of service, – 15 workdays;
- ii) during the fifth and up to and including the ninth year of service, – 20 workdays;
- iii) during the tenth and up to and including the nineteenth year of service, – 25 workdays;
- iv) during the twentieth and up to and subsequent years of service, – 30 workdays;

- v) payment for such vacation shall be at the employee's rate of pay as at the time they take their vacation

<b>DURING SERVICE YEAR (PER 17.03)</b>	<b>VACATION DAYS</b>
During 1 <sup>st</sup> year	Prorate as per Article 17.02
2 – 4	15
5-9	20
10-19	25
20+	30

**17.05 On Termination**

Any employee whose employment has terminated shall receive full vacation entitlement earned the previous year, less any such vacation previously taken, and whatever appropriate vacation entitlement earned during their final year of employment.

**17.06 Employees on Long Term Disability/WCB**

Employees will not accrue vacation entitlement while on Long Term Disability or while on Workers' Compensation exceeding twenty-six (26) weeks.

**17.07 Holidays During Vacation**

If a statutory or declared holiday falls or is observed during an employee's vacation period, they shall be granted an additional day's vacation for each such holiday in addition to their regular vacation time.

Except if they are on vacation, to be entitled to the holiday allowance, an employee must meet the following condition:

Work throughout their last scheduled working day immediately preceding the paid holiday and their first scheduled working day immediately following the said holiday, or that their absence was due to illness or injury, banked overtime or flex day or approved paid or unpaid leave.

**17.08 Preference in Vacations**

Provided the work schedule permits, all employees shall be granted the vacation period preferred by the employee, at such time as may be mutually agreed upon by the Employer and the employee.

Preference in choice of vacation period shall be accorded to the employee with the greatest seniority, provided that the vacation request is submitted prior to January 31<sup>st</sup> of each year.

Employees exercise seniority rights when choosing their first two (2) vacation periods. A vacation period is defined as any single or consecutive workdays up to three (3) weeks. Seniority shall prevail in the choice of the third vacation period, but only after all other employees within the departments' first and second vacation periods have been approved.

Requests received by February 15<sup>th</sup> shall be approved or rejected by management no later than March 15<sup>th</sup>. Requests submitted after February 15<sup>th</sup> will be granted on a first-come, first-served basis.

This process does not prevent departments from following their own vacation scheduling process if all employees are agreeable.

### **17.09 Vacation as It is Accrued**

Notwithstanding the provisions of Article 17, it is understood and agreed that all employees shall be entitled to take earned vacation as it is accrued.

## **ARTICLE 18 WEEKLY INDEMNITY**

### **18.01 Weekly Indemnity Plan**

Weekly indemnity up to twenty-six (26) weeks coverage commencing on the sixth (6<sup>th</sup>) day of accident or illness, will provide the following benefit:

- a) One hundred percent (100%) of an employee's regular hourly or monthly rate of pay (less normal deductions for statutory and insured benefits, taxes, dues).

### **18.02 Weekly Indemnity Benefit and Cost Formula**

- a) The costs of the Weekly Indemnity Plan shall be offset by an administrative services plan covering sixty-six and two-thirds percent (66 2/3%) of the employee's gross regular weekly earnings. In addition, the sixty-six and two-thirds (66 2/3%) percent Weekly Indemnity benefit will be topped off by the Employer to provide one hundred percent (100%) of normal take home pay.
- b) The regular pay shall be continued provided the employee follows the requirements of the Employer and/or the Insurance Carrier.

### **18.03 Waiting Period and Benefit Eligibility**

- a) The five (5) day waiting period prior to the commencement of Weekly Indemnity shall be paid at the employee's regular rate of pay. The following absences do not qualify for benefits under the Plan:

Each day of absence for each separate occurrence of sickness or disability in excess of three (3) occurrences per calendar year.

In such cases of absence due to illness, injury or abuse of the waiting

period, over three (3) occurrences per year, which conclude prior to the five (5) day waiting period, the Employer may require the employee to provide a medical certificate from a qualified practitioner to substantiate the employee's absence from work. Failure to provide such medical certificate on request, for those employees utilizing more than three (3) separate occurrences for illness or accident shall mean forfeiture of wages for the five (5) day waiting period.

- b) In the event that the employer is suspicious that the employee may be abusing sick time, the employer may ask for a medical certification, the cost of which will be covered by the Employer.

#### **18.04 Workers' Compensation**

Where disability benefits are payable under the Workers' Compensation Act, the employee shall have their Workers' Compensation Board benefit augmented by the Employer so as to provide one hundred percent (100%) of the employee's normal net take home pay. Such earnings will be subject to normal benefit and statutory deductions. This benefit shall be payable to a maximum of twenty-six (26) weeks, provided the employee makes election to the Employer in writing and authorizes the Employer to request the WCB to turn over such earnings to the Employer.

In the event that the Workers' Compensation Board rejects a claim, or during a period of Workers' Compensation Board delay prior to accepting a claim, or should an employee seek a settlement through a third (3<sup>rd</sup>) party e.g. ICBC, the Employer will pay full regular earnings to the employee for as long a period as the employee uses vacation, overtime, or other banked credits. Where the Worker's Compensation Board subsequently accepts the employee's claim, the employee's pay shall be recalculated, retroactively, for the period of the claim.

Where a third (3<sup>rd</sup>) party is involved with a bargaining unit member, then the Employer agrees to advise the Union.

#### **18.05 General Principles**

Participation in the Weekly Indemnity Plan is mandatory.

#### **18.06 Premium Cost**

The premium cost for the Weekly Indemnity Plan shall be paid fifty percent (50%) by the Employer and fifty percent (50%) by the employee.

#### **18.07 Start Date**

Coverage for the foregoing will start on the date of completion of six (6) months continuous service, or when an employee becomes eligible to have their name entered on the seniority list.

**18.08 Administration**

The administration of the insured benefit plan will reside with the Thompson-Nicola Regional District.

**18.09 Disabled Employees**

The Employer will endeavour to place an employee who is partially disabled, through sickness or accident, into a regular job that is available, provided that such person can perform the work.

**18.10 Return to Work**

In any case where an employee has been absent due to illness or injury for a period of time in excess of one (1) month, the employee shall provide their Supervisor with notice of intent to return to work as follows:

- a) One (1) to six (6) months – two (2) days' notice;
- b) Six (6) to eighteen (18) months leave – one (1) week notice;
- c) Eighteen (18) months or more leave – one (1) month notice.

**ARTICLE 19 LEAVE OF ABSENCE**

**19.01 For Union Business**

The Employer agrees that, where permission has been granted by the Employer to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance, they shall suffer no loss of pay for time so spent. Provided however, the employee shall be responsible for notifying the Department Head concerned.

The Unit Chair shall be entitled to leave to conduct union business and such leave shall not be unreasonably denied.

**19.02 Union Conventions**

Leave of absence up to a maximum of twenty (20) days, per delegate, with pay, subject to reimbursement by the Union and without loss of seniority shall be granted upon request in writing to the Employer, to employees elected or appointed to represent the Union at Union conventions, and a reply in writing will be given within three (3) calendar days after such request has been made.

**19.03 Bereavement Leave**

In the case of a death of an employee's immediate family, an employee not on leave of absence without pay shall be entitled to a bereavement leave, up to a maximum of five (5) working days at their regular rate of pay, from the date of death to and including the day of the funeral or service

*“Immediate family”* is defined as an employee’s parent, spouse, common-law spouse, same sex partner, child, stepchild, foster child, child’s parent, brother, sister, stepsibling, father-in-law, mother-in-law, grandparents, grandchild, stepparent, foster parent, aunt, uncle, niece, nephew, fiancée, son-in-law, daughter-in-law, sister-in-law, and brother-in-law and any other relative permanently residing in the employee’s household or with whom the employee permanently resides.

#### **19.04 Maternity/Parental Leave**

- 1) A pregnant employee who requests leave under this section is entitled to up to seventeen (17) weeks of unpaid leave
  - a) beginning
    - i) no earlier than thirteen (13) weeks before the expected birth date and no later than the actual birth date, and
  - b) ending
    - i) no later than seventeen (17) weeks after the leave begins.
- 2) An employee who requests leave under this section after the birth of a child is entitled to seventeen (17) consecutive weeks of unpaid leave which must be taken during the period that begins on the date of the birth and ends no later than seventeen (17) weeks after that date.
- 3) An employee who requests leave under this section after the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
- 4) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, they are unable to return to work when their leave ends under subsection (1) or (2).
- 5) Where an employee gives birth or the pregnancy is terminated before a request for leave is made under subsection (1), the Employer shall, on the employee’s request and on receipt of a certificate of a medical practitioner stating that the employee has given birth or the pregnancy was terminated on a specified date, grant the employee leave of absence from work, without pay, for a period of six (6) consecutive weeks, or a shorter period the employee requests, commencing on the specified date.
- 6) A request for leave must
  - a) Be given in writing to the employer,
  - b) If the request is made during the pregnancy, be given to the employer at least four (4) weeks before the day the employee proposes to begin leave, and

- c) If required by the employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (3).
- 6) A request for a shorter period under subsection (1)(b) (i) must
- a) Be given in writing to the employer at least one (1) week before the date the employee proposes to return to work, and
  - b) If required by the employer be accompanied by a medical practitioner's certificate stating the employee is able to resume work.
- 7) An employee who requests parental leave under this section is entitled to,
- a) For the birth parent who takes leave under paragraphs 1-5 above in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-one (61) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under the above unless the employer and employee agree otherwise.
  - b) For a parent, other than an adopting parent, who does not take leave under paragraphs 1-5 above in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-two (62) consecutive weeks of unpaid leave beginning and within seventy-eight (78) weeks after the birth of a child or children.
  - c) For an adopting parent, up to sixty-two (62) consecutive weeks beginning within seventy-eight (78) weeks after the child is placed with the parent.
- 8) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under paragraph (7).
- 9) A request for leave must
- a) Be given in writing to the employer,
  - b) If the request is for leave under paragraph (7)(a), (b) or (c), be given to the employer at least four (4) weeks before the employee proposes to begin leave, and
  - c) If required by the employer, be accompanied by a medical practitioner's certificate or evidence of the employee's entitlement to leave.
- 10) An employee's combined entitlement to leave under this article is limited to fifty-two (52) weeks plus any additional leave the employee is entitled to under paragraph (3) or (8) of this article.

11) Employer May Require Employee to Take Leave

Where the duties of the employee cannot reasonably be performed because of the pregnancy and the employee is unable to be reasonably accommodated, the Employer may require an employee to commence a leave of absence under Article 19.04 and to continue the leave of absence until the employee provides a certificate from a medical practitioner stating that they are able to perform their duties.

12) Employment Deemed Continuous

The services of an employee who is absent from work in accordance with Article 19.04 shall be considered continuous for the purpose of this Agreement and any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plan in the same manner as if the employee were not absent where:

- a) The Employer pays the total cost of the plan, or
- b) The employee elects to continue to pay their share of the cost of a plan that is paid for jointly by the Employer and the employee.

13) Reinstatement

- a) An employee who resumes employment on the expiration of the leave of absence granted in accordance with Article 19.04 shall be reinstated in all respects by the Employer in the position previously occupied by the employee, or in a comparable position, and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.
- b) Where the Employer has suspended or discontinued operations during the leave of absence granted under Article 19.04 and has not resumed operation on the expiry of the leave of absence, the Employer shall, on resumption of operations and subject to seniority provisions in this Collective Agreement, comply with Article 19.04 - 13(a).

14) Prohibition

- a) The Employer shall not:
  - terminate an employee, or
  - change a condition of employment of an employee without the employee's written consentbecause of an absence authorized under Article 19.04 or because of the employee's pregnancy, unless the employee has been absent for a period exceeding that permitted under Article 19.04.
- b) The burden of proving that:
  - the termination of an employee, or

— a change in a condition of employment of the employee without the employee's written consent

is not because of an absence authorized by Article 19.04 or because of an employee's pregnancy, is on the Employer.

15) All disputes under Article 19.04 will be subject to the normal Grievance Procedure.

### **19.05 Leave for Union Officers**

Any employee who is elected or selected for a full or part-time position with the Union, or anyone with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without loss of seniority by the Employer for a period of one (1) year. Such leave shall be renewed each year during their term of office. They shall retain their former position, upon return, if a vacancy exists, or any other position if there is a vacancy and their seniority and qualifications permit. In any event, they shall have the right to exercise their seniority among seasonal or non-permanent positions.

### **19.06 General Leave**

The Employer may grant leave of absence without pay and without loss of seniority to a maximum of three (3) months to any employee requesting such leave for good and sufficient cause, such request to be in writing and submitted to the Employer.

### **19.07 Jury Duty or Court Witness**

A regular employee required to serve as a juror or obey a subpoena as a court witness shall be granted leave with pay. The employee shall provide proof of such required service and shall pay to the Employer any fees received for such service.

### **19.08 Family Responsibility Leave**

Employees shall be entitled to thirty-one (31) hours non-cumulative per calendar year of paid time off to:

- provide for the needs of a dependent child during illness,
- to meet responsibilities related to the care of health of immediate family as defined in Article 19.03,
- to attend medical or dental appointments.
- to attend to unexpected household emergencies

Every effort will be made to schedule such leave time outside of regular work hours.

## **ARTICLE 20 PAYMENT OF WAGES AND ALLOWANCES**

### **20.01 Pay Days**

The Employer shall pay all employees bi-weekly in accordance with Schedule "A" attached hereto.

### **20.02 Pay Upon Promotion or Assignment**

- a) Subject to the provisions of Subsection (b), an employee who is promoted or temporarily assigned to a higher rated classification shall receive the higher rate of pay.
- b) An employee who is promoted or temporarily assigned to a higher rated classification, shall be paid at least that rate in the salary range for the classification to which the employee is promoted or temporarily assigned which is next higher than their present rate.
- c) An employee temporarily assigned to the duties of personnel outside of the collective agreement shall receive ten percent (10%) per month more than the highest rate of their classification, or one hundred dollars (\$100.00) per month, whichever is greater, if so, employed for five (5) work days or more, retroactive to the start of the temporary assignment
- d) An employee who is temporarily assigned to a lower rated classification shall continue to receive their regular rate of pay.
- e) An employee who is permanently assigned to a lower rated classification shall receive the lower rate of pay.

### **20.03 Expenses**

Employees shall be entitled to travel expenses in an amount equal to that allowed to Thompson-Nicola Regional District Directors.

All staff members on Thompson-Nicola Regional District business must have the approval of their Department Head prior to any expenses being incurred.

Employees shall not be required to use their own private vehicle to carry out their duties, but if it is mutually agreed that they do so, the expenses as provided for in Article 20.03 shall apply.

### **20.04 Standby Pay**

Standby pay equates to one (1) hour regular pay for each eight (8) hours of standby. Compensation will be paid at one eighth (1/8<sup>th</sup>) hour of pay for every one (1) hour of standby.

Standby is scheduled in one (1) hour increments.

### **20.05 Dirty Pay**

Employees required as part of their job to come in contact with sewage or

entering into sanitary manholes shall receive a premium of one dollar (\$1.00) per hour for such work. Following such work, an employee shall be given an opportunity to clean up and sanitize prior to commencing further waterworks duties.

## **ARTICLE 21   JOB RECLASSIFICATION**

### **21.01       New or Changed Classifications**

When any position not covered by Schedule "A" is established by the Employer during the life of this Agreement, or should the Employer or the Union claim that the duties of an existing position have changed sufficiently to warrant a change in the rate presently being paid, or job classification, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree as to the classification and/or rate of pay of the job in question, such dispute shall be submitted to an arbitrator and the report of this arbitrator shall be final.

### **21.02       Technological Change**

Should the Employer introduce, or intend to introduce a technological change as defined in the Labour Relations Code, that affects the terms and conditions, or security of employment of a number of employees to whom this Collective Agreement applies, either party may refer the matter to Arbitration as per the conditions and provisions of Article 12.03.

## **ARTICLE 22   WELFARE BENEFITS**

### **22.01       Pension Plan**

Employees shall participate in the existing pension plan in accordance with the terms of the plan and in any future plan that may be entered into by mutual agreement by the parties hereto.

Retiring employees shall continue to be covered by the Medical Services Plan and Extended Health Plan until the end of the first (1<sup>st</sup>) month of retirement, subject to carrier approval.

### **22.02       Medical Services and Extended Health Benefits**

- a) Medical Services Plan - Each eligible employee shall be enrolled in the above plan at no cost to the employee.
- b) Extended Health Benefit - Each eligible employee shall be enrolled in the above plan at no cost to the employee.  
Paramedical – five hundred (\$500.00) dollars.
- c) Vision Care –four hundred (\$400.00) dollars every two (2) years. Eye exams covered once every two (2) years to a maximum of sixty-five

(\$65.00) dollars.

- d) Hearing Aids – Plan covers each eligible employee and family member one thousand (\$1000.00) dollars per five (5) years.

## **22.03 Group Life Insurance and Accidental Death and Dismemberment**

Group Life Insurance and Accidental Death and Dismemberment for each eligible employee to twice annual earnings up to a maximum of two hundred thousand (\$200,000) dollars and double indemnity for Accidental Death and Dismemberment. The premium for the Group Life and Accidental Death and Dismemberment plan shall be shared equally by the Employer and the employee.

## **22.04 Dental Plan**

A Dental Plan will be provided based on the following general principles:

- a) The Plan pays one hundred (100%) percent of Basic and sixty-five (65%) percent of Major Restorative Services to a combined maximum amount of two thousand five hundred (\$2,500) dollars per calendar year.
- b) Orthodontics Plan pays sixty-five (65%) percent of approved schedule of fees to a maximum lifetime limit of five thousand (\$5,000.00) dollars.
- c) Premium costs for the Dental Plan shall be paid by the Employer.

## **22.05 General Principles**

- a) Participation in the aforementioned plans shall be mandatory.
- b) Life, Accidental Death and Dismemberment, Weekly Indemnity Plan, Extended Health and BC Medical Plan coverage commences on the date of completion of six (6) months continuous service, or when an employee becomes eligible to have their name entered on the seniority list.
- c) Dental coverage commences on the date of completion of six (6) months continuous service.
- d) Coverage during layoff will be provided as follows:

In the event of layoff, full coverage excluding Weekly Indemnity will be continued for a period of two (2) months from date of layoff. An employee may also have the option of continuing Life, Accidental Death and Dismemberment, Extended Health and BC Medical Plan coverage for an additional four (4) months by paying the full cost of these specific benefits, and making the necessary arrangements with the Payroll Department.

- e) Coverage during leave of absence shall be provided as follows:

An employee on an approved leave of absence may continue Life and Accidental Death and Dismemberment coverage for up to one (1) year provided the full cost of premiums are paid to the Employer

- f) While an employee is receiving Long Term Disability benefits, the Employer agrees to pay its share of premiums for Medical, Dental and Extended Health and Life Insurance benefits for four (4) months and further, the employee may maintain coverage for an additional eight (8) months by paying the full cost of premiums.

**22.06 Medical Examination**

Where the Employer requires an employee to submit to a medical examination of a Health Care practitioner, it shall be at the Employer's expense. This does not include forms required by third-party insurers.

**ARTICLE 23 GENERAL CONDITIONS**

**23.01 Strike at Employer's Premises**

In the event any other employees of the Employer engage in a strike or refusal to work, and place or maintain pickets at the Employer's premises, then any refusal to work or failure to cross such picket line by members of this Union shall not be considered a violation of this Agreement. In consideration of the provisions of this section, the Union agrees to staff those essential services which are necessary to protect the health of the citizens.

**23.02 Bulletin Boards**

The Employer shall provide suitable bulletin boards in all areas upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

**23.03 Notices**

Any notice required to be given personally or to the Employer under the terms of this Agreement shall be given by registered mail addressed to the Employer.

Any notice to be given personally or to the Union under the terms of this Agreement, shall be given by registered mail addressed to the Secretary of the Union.

When either party changes its address, it shall notify the other in writing.

**23.04 Speaking with Local Union Officials**

If one or more representatives of the National Union wish to speak to Local Union Officials on the Employer's property concerning a grievance or other official business of the Union, they shall first obtain permission from the Administrator of the Thompson-Nicola Regional District or their authorized delegate. Such permission shall not be unreasonably withheld.

### **23.05 Education Fees**

Where the Employer requests the employee take courses, examinations, or education the cost and reasonable expenses, including tuition fees and course required books, necessary travelling and subsistence expenses, incurred in taking the course and/or examination shall be paid by the Employer.

Where the employee requests to take courses, examinations, or education the employee shall make the request in writing to the Employer. The Employer recognizing the desirability of providing education and enhanced opportunities for advancement will make reasonable efforts to support the employee in their endeavours. The cost and expenses of employee requested education will be at the employee's expense and the Employer may provide up to two (2) days of paid Educational Leave per year.

### **23.06 Grant Workers**

Grant Workers (i.e. Canada Works) will be considered "employees" insofar as the Employer is concerned. The rate of pay and benefits will be negotiated between the Thompson-Nicola Regional District and the Union.

### **23.07 Part Time and Temporary Employee Payment in Lieu of Fringe Benefits**

All employees employed as part time or temporary employees shall be paid fourteen percent (14%) in lieu of all vacation and fringe benefits.

### **23.08 Third Party Liability**

The issue of recovery of money by an employee from a third party as compensation for an accidental bodily injury or illness shall be referred to Labour/Management committees.

### **23.09 First Aid Attendant**

Those persons designated and required by the employer to have a first aid certificate shall receive sixty five (\$0.65) per hour while designated.

### **23.10 Safety Committee**

A Safety Committee shall be set up as required by the provisions of the Workers' Compensation Board. The Employer and the Union shall each appoint two (2) members to this Committee. Meetings shall be held once each month and during working hours.

### **23.11 Safety Boot Allowance**

Effective January 1, 2019 safety boot allowance for those required to wear them as a requirement of their duties to a maximum of two hundred and fifty (\$250.00) dollars every two (2) years upon presentation of paid receipts.


**ARTICLE 24 TERM OF AGREEMENT**

**24.01 Dates of the Agreement**

This Agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from and after January 1, 2024, and up to and including December 31, 2025, and thereafter from year to year unless either party to this Agreement gives notice to commence Collective Bargaining in accordance with the provisions of the Labour Relations Code. During the period of collective bargaining this Agreement shall continue in full force and effect.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 14 day of November, 2024.


**ON BEHALF OF:**  
THOMPSON/NICOLA REGIONAL DISTRICT

  
\_\_\_\_\_  
Amanda Ellison, General Manager of  
People & Engagement


  
\_\_\_\_\_  
Jamie Vieira, General Manager of Operations

  
\_\_\_\_\_  
Alex Krause, General Manager of  
Development Services

**ON BEHALF OF:**  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 900

  
\_\_\_\_\_  
Ken Davis, Local 900 President

  
\_\_\_\_\_  
Travis Backmeyer, Unit Chair (TNRD)

  
\_\_\_\_\_  
Anita Mori, Bargaining Committee

  
\_\_\_\_\_  
Harry Nott, National Representative

## SCHEDULE "A"

### BI-WEEKLY AND HOURLY RATES OF PAY – Pay Grades 1 to 13

	Pay Grade	Step	Jan 1, 2023	4%		4%		3.50%	
				Dec 31, 2023		Jan 1, 2024		Jan 1, 2025	
				BIWEEKLY	HOURLY	BIWEEKLY	HOURLY	BIWEEKLY	HOURLY
Students	ST	1	\$1,452.51	\$1,510.61	\$21.58	\$1,571.04	\$22.44	\$1,626.02	\$23.23
		2	\$1,627.64	\$1,692.75	\$24.18	\$1,760.46	\$25.15	\$1,822.07	\$26.03
		3	\$1,642.70	\$1,708.41	\$24.41	\$1,776.74	\$25.38	\$1,838.93	\$26.27
		4	\$1,657.83	\$1,724.14	\$24.63	\$1,793.11	\$25.62	\$1,855.87	\$26.51
Switchboard Operator/Receptionist	1	1	\$1,815.64	\$1,888.27	\$26.98	\$1,963.80	\$28.05	\$2,032.53	\$29.04
Clerical Assistant (LOU #21)		2	\$2,034.55	\$2,115.93	\$30.23	\$2,200.57	\$31.44	\$2,277.59	\$32.54
		3	\$2,053.37	\$2,135.50	\$30.51	\$2,220.92	\$31.73	\$2,298.66	\$32.84
		4	\$2,072.29	\$2,155.18	\$30.79	\$2,241.39	\$32.02	\$2,319.84	\$33.14
Accounting Clerk	2	1	\$1,863.50	\$1,938.04	\$27.69	\$2,015.56	\$28.79	\$2,086.11	\$29.80
Administrative Assistant		2	\$2,091.07	\$2,174.71	\$31.07	\$2,261.70	\$32.31	\$2,340.86	\$33.44
		3	\$2,119.58	\$2,204.36	\$31.49	\$2,292.54	\$32.75	\$2,372.78	\$33.90
		4	\$2,147.96	\$2,233.88	\$31.91	\$2,323.23	\$33.19	\$2,404.55	\$34.35
Accounting Technician I	3	1	\$1,906.41	\$1,982.67	\$28.32	\$2,061.97	\$29.46	\$2,134.14	\$30.49
		2	\$2,135.18	\$2,220.59	\$31.72	\$2,309.41	\$32.99	\$2,390.24	\$34.15
		3	\$2,162.10	\$2,248.58	\$32.12	\$2,338.53	\$33.41	\$2,420.38	\$34.58
		4	\$2,188.94	\$2,276.50	\$32.52	\$2,367.56	\$33.82	\$2,450.42	\$35.01
Building Clerk / Planning Clerk	4	1	\$1,957.73	\$2,036.04	\$29.09	\$2,117.48	\$30.25	\$2,191.59	\$31.31
Film Assistant		2*	\$2,192.61	\$2,280.31	\$32.58	\$2,371.53	\$33.88	\$2,454.53	\$35.06
Utility Maintenance Worker		3	\$2,241.46	\$2,331.12	\$33.30	\$2,424.36	\$34.63	\$2,509.22	\$35.85
Environmental Services Technician I		4	\$2,272.96	\$2,363.88	\$33.77	\$2,458.43	\$35.12	\$2,544.48	\$36.35
Accounting Technician II	5	1	\$2,042.45	\$2,124.15	\$30.34	\$2,209.11	\$31.56	\$2,286.43	\$32.66
Planning Assistant		2	\$2,203.19	\$2,291.32	\$32.73	\$2,382.97	\$34.04	\$2,466.37	\$35.23
Payroll Administrator		3	\$2,265.82	\$2,356.45	\$33.66	\$2,450.71	\$35.01	\$2,536.49	\$36.24
		4	\$2,336.82	\$2,430.29	\$34.72	\$2,527.50	\$36.11	\$2,615.97	\$37.37
Building Inspection Services Clerk	6	1	\$2,201.23	\$2,289.28	\$32.70	\$2,380.85	\$34.01	\$2,464.18	\$35.20
Utility Technician		2	\$2,369.84	\$2,464.63	\$35.21	\$2,563.22	\$36.62	\$2,652.93	\$37.90
Facilities Assistant		3	\$2,448.15	\$2,546.08	\$36.37	\$2,647.92	\$37.83	\$2,740.60	\$39.15
Legislative & Lands Coordinator		4	\$2,524.91	\$2,625.91	\$37.51	\$2,730.94	\$39.01	\$2,826.53	\$40.38

	Pay Grade	Step	Jan 1, 2023	4%		4%		3.50%	
				Dec 31, 2023		Jan 1, 2024		Jan 1, 2025	
				BIWEEKLY	HOURLY	BIWEEKLY	HOURLY	BIWEEKLY	HOURLY
Information & Privacy Coordinator									
GIS Analyst I									
Grant & Research Assistant									
Planning Technician	7	1	\$2,232.57	\$2,321.87	\$33.17	\$2,414.75	\$34.50	\$2,499.26	\$35.70
		2	\$2,414.98	\$2,511.58	\$35.88	\$2,612.04	\$37.31	\$2,703.46	\$38.62
		3	\$2,493.20	\$2,592.93	\$37.04	\$2,696.65	\$38.52	\$2,791.03	\$39.87
		4	\$2,574.28	\$2,677.25	\$38.25	\$2,784.34	\$39.78	\$2,881.79	\$41.17
Building/Plumbing Inspector I	8	1	\$2,477.09	\$2,576.17	\$36.80	\$2,679.22	\$38.27	\$2,772.99	\$39.61
Visual Communications Specialist		2	\$2,687.28	\$2,794.77	\$39.93	\$2,906.56	\$41.52	\$3,008.29	\$42.98
Environmental Services Technologist		3	\$2,775.71	\$2,886.74	\$41.24	\$3,002.21	\$42.89	\$3,107.29	\$44.39
Bylaw Enforcement Officer		4	\$2,865.58	\$2,980.20	\$42.57	\$3,099.41	\$44.28	\$3,207.89	\$45.83
Utility Operator									
Senior Accounting Technician									
	9	1	\$2,607.56	\$2,711.86	\$38.74	\$2,820.34	\$40.29	\$2,919.05	\$41.70
		2	\$2,829.33	\$2,942.50	\$42.04	\$3,060.20	\$43.72	\$3,167.31	\$45.25
		3	\$2,923.52	\$3,040.46	\$43.44	\$3,162.08	\$45.17	\$3,272.75	\$46.75
		4	\$3,020.70	\$3,141.53	\$44.88	\$3,267.19	\$46.67	\$3,381.54	\$48.31
EHS Technologist II	10	1	\$2,632.15	\$2,737.44	\$39.11	\$2,846.93	\$40.67	\$2,946.58	\$42.09
Building Inspector II		2	\$2,858.02	\$2,972.34	\$42.46	\$3,091.23	\$44.16	\$3,199.43	\$45.71
GIS Analyst II		3	\$2,954.98	\$3,073.18	\$43.90	\$3,196.11	\$45.66	\$3,307.97	\$47.26
Planner I		4	\$3,054.92	\$3,177.12	\$45.39	\$3,304.20	\$47.20	\$3,419.85	\$48.85
Planner II	11	1	\$2,713.23	\$2,821.76	\$40.31	\$2,934.63	\$41.92	\$3,037.34	\$43.39
		2	\$2,947.76	\$3,065.67	\$43.80	\$3,188.30	\$45.55	\$3,299.89	\$47.14
		3	\$3,047.70	\$3,169.61	\$45.28	\$3,296.39	\$47.09	\$3,411.77	\$48.74
		4	\$3,151.93	\$3,278.01	\$46.83	\$3,409.13	\$48.70	\$3,528.45	\$50.41
Building Inspector III	12	1	\$2,737.99	\$2,847.51	\$40.68	\$2,961.41	\$42.31	\$3,065.06	\$43.79
		2	\$2,971.45	\$3,090.31	\$44.15	\$3,213.92	\$45.91	\$3,326.41	\$47.52
		3	\$3,071.36	\$3,194.21	\$45.63	\$3,321.98	\$47.46	\$3,438.25	\$49.12
		4	\$3,175.78	\$3,302.81	\$47.18	\$3,434.92	\$49.07	\$3,555.15	\$50.79
	13	1	\$2,868.30	\$2,983.03	\$42.61	\$3,102.35	\$44.32	\$3,210.94	\$45.87

	Pay Grade	Step	Jan 1, 2023	4%		4%		3.50%	
				Dec 31, 2023		Jan 1, 2024		Jan 1, 2025	
				BIWEEKLY	HOURLY	BIWEEKLY	HOURLY	BIWEEKLY	HOURLY
		2	\$3,112.28	\$3,236.77	\$46.24	\$3,366.24	\$48.09	\$3,484.06	\$49.77
		3	\$3,215.90	\$3,344.54	\$47.78	\$3,478.32	\$49.69	\$3,600.06	\$51.43
		4	\$3,322.75	\$3,455.66	\$49.37	\$3,593.89	\$51.34	\$3,719.67	\$53.14

**STEP PROGRESSION**

- 1) Every new employee shall begin at Step 1.  
 Following successful completion of the six (6) months' probation period, the employee shall be advanced to Step 2 and shall remain there for the following twelve (12) months.
- 2) Step progression for the purposes of Schedule "A" shall be defined as:
  - a) In the case of a new employee
    - Step 1 – Probationary period
    - Step 2 – on completion of six (6) months
    - Step 3 – on completion of eighteen (18) months
    - Step 4 – on completion of thirty (30) months
  - b) In the case of an existing employee who has been assigned to a new position.
    - Applicable step per Article 20.02(a) – upon commencement of new position.
    - Next step – on completion of three (3) month trial period
    - Next step - on completion of fifteen (15) months
    - Next step - on completion of twenty-seven (27) months.
  - c) Where both parties agree, as an incentive to attract and retain a qualified applicant, the Employer may offer to start an employee at a step higher than Step 1 in the Pay Grid.

## **LETTER OF UNDERSTANDING #1**

BETWEEN  
THE THOMPSON-NICOLA REGIONAL DISTRICT  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 900

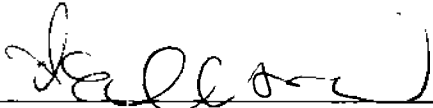
### **RE: Employer Obligations to Employees**

In recognition of the Employers right to contract out work and in recognition of the Employer's obligation to their employees, the parties agree as follows:

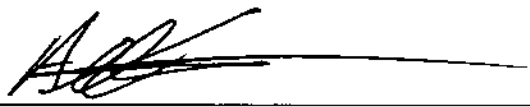
- 1) In the event the Employer wishes to examine the feasibility of contracting out work currently being done by bargaining unit employees then the following process will apply:
  - a) The Employer will provide the Union with an estimate of the cost of doing the work "in house".
  - b) The Union may then provide the Employer with any suggestions on productivity improvements, cost or efficiency savings. In the event that the Union wishes to respond it will do so within ten (10) working days of receiving said cost estimate.
- 2) Those employees who have accrued ten (10) years of seniority will not lose their employment as a result of contracting out.
- 3) The officers of each CUPE Local or unit will provide a letter to their respective councils offering suggestions and incentives for doing work "in house" which is currently being contracted out.
- 4) Employees who are displaced by the contracting out of their job and covered by number two (2) above, shall have the option of receiving severance pay at a rate of one (1) week's pay for each year of seniority to a maximum of ten (10) weeks upon severing their employee/employer relationship. The employee shall have up to three (3) months from the date of displacement to exercise their option. Severance pay will be paid at the rate of the job the employee was displaced from.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 14 day of November, 2024.

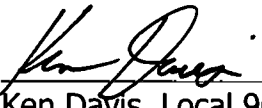
**ON BEHALF OF:**  
THOMPSON/NICOLA REGIONAL DISTRICT


  
\_\_\_\_\_  
Amanda Ellison, General Manager of  
People & Engagement


  
\_\_\_\_\_  
Jamie Vieira, General Manager of Operations

  
\_\_\_\_\_  
Alex Krause, General Manager of  
Development Services

**ON BEHALF OF:**  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 900

  
\_\_\_\_\_  
Ken Davis, Local 900 President

  
\_\_\_\_\_  
Travis Backmeyer, Unit Chair (TNRD)

  
\_\_\_\_\_  
Anita Mori, Bargaining Committee

  
\_\_\_\_\_  
Harry Nott, National Representative

Revised: January 1, 1999  
Revised: February 18, 2011  
Renewed: June 20, 2019  
Renewed: April 24, 2024

**LETTER OF UNDERSTANDING #2**

BETWEEN  
THE THOMPSON-NICOLA REGIONAL DISTRICT  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 900

**RE: Compressed Hours of Work**

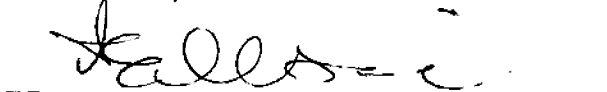
- 1) The Joint Labour/Management Committee agrees to review the issue of compressed hours of work.
- 2) Where it can be established that:
  - a) service is not reduced;
  - b) costs are not increased;
  - c) staffing levels are not increased;
  - d) it is not disruptive to the morale of staff in other departments.

Then implementation of compressed hours of work may be agreed to under such terms as the Joint Committee mutually agrees.

It is further agreed that any issues of concern will be referred to the Joint Labour/Management Committee for resolve.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 14 day of November, 2024.

**ON BEHALF OF:**  
THOMPSON/NICOLA REGIONAL DISTRICT



Amanda Ellison, General Manager of  
People & Engagement



Jamie Vieira, General Manager of Operations



Alex Krause, General Manager of  
Development Services

**ON BEHALF OF:**  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 900



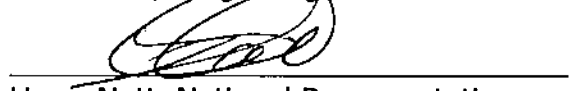
Ken Davis, Local 900 President



Travis Backmeyer, Unit Chair (TNRD)



Anita Mori, Bargaining Committee



Harry Nott, National Representative

**LETTER OF UNDERSTANDING #3**

BETWEEN  
THE THOMPSON-NICOLA REGIONAL DISTRICT  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 900


**RE: Friends of the Film Commission**

The following conditions apply:

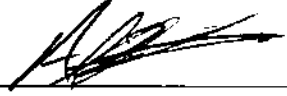
- 1) The parties recognize that because of the sporadic nature of work within the Film Commission that from time-to-time volunteers may be employed.
- 2) This voluntary work shall not be compensated, and provided it does not reduce hours for bargaining unit members, such work shall not be considered as bargaining unit work.
- 3) Where the volume of volunteer work increases, then the parties may determine that the voluntary work ought to be considered within the bargaining unit.
- 4) In any event, the Union or the Employer may terminate this Letter of Understanding by giving seven (7) days' notice in writing.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 14 day of November, 2024.

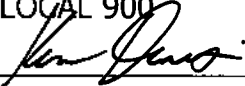
**ON BEHALF OF:**  
THOMPSON/NICOLA REGIONAL DISTRICT

  
Amanda Ellison, General Manager of  
People & Engagement


  
Jamie Vieira, General Manager of Operations


  
Alex Krause, General Manager of  
Development Services

**ON BEHALF OF:**  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 900

  
Ken Davis, Local 900 President

  
Travis Backmeyer, Unit Chair (TNRD)

  
Anita Mori, Bargaining Committee

  
Harry Nott, National Representative

**LETTER OF UNDERSTANDING #4**

BETWEEN  
THE THOMPSON-NICOLA REGIONAL DISTRICT  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 900

**RE: FireSmart Coordinator**

The position of FireSmart Coordinator requires flexibility in order to meet the expectations of the role. The FireSmart Coordinator is exclusively funded by a UBCM Grant and is limited to up to an eight-month term, commencing in the Spring of 2023.

Given the nature of this work, the FireSmart Coordinator position will require flexibility in scheduling. To support this flexible work arrangement, both parties agree, without prejudice and without precedent to the Collective Agreement, to the following:

• **Article 13 – Hours of Work**


A mutually agreeable schedule between the FireSmart Coordinator and the Regional Fire Training Officer will be created that may include hours of work outside the normal workday and work week. The FireSmart Coordinator schedule will be based on working up to an average of 70 hours over a 2-week period.

• **Article 14 – Overtime**

Overtime does not apply to hours worked outside of the normal hours of work (defined in Article 13) as part of the employee’s flexible work schedule. Overtime rates will apply on any hours worked in excess of 70 hours over the 2-week averaging period, calculated as per BC Employment Standards Overtime Under an Averaging Agreement.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 14 day of November, 2024.

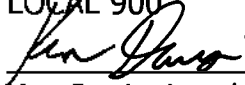
**ON BEHALF OF:**  
THOMPSON/NICOLA REGIONAL DISTRICT

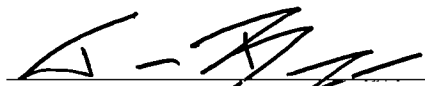
  
Amanda Ellison, General Manager of  
People & Engagement

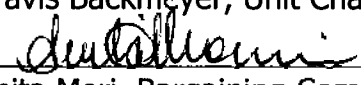
  
Jamie Vieira, General Manager of Operations

  
Alex Krause, General Manager of  
Development Services

**ON BEHALF OF:**  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 900

  
Ken Davis, Local 900 President

  
Travis Backmeyer, Unit Chair (TNRD)

  
Anita Mori, Bargaining Committee

  
Harry Nott, National Representative

**LETTER OF UNDERSTANDING #5**

**BETWEEN**

**THE THOMPSON-NICOLA REGIONAL DISTRICT**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 900**

**RE: Flexible Work Schedules**

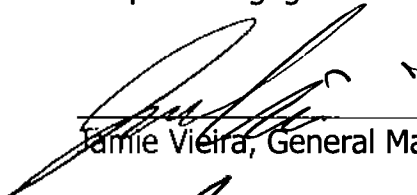
- 1) The Employer agrees to implement flexible work schedules for Regular Full-Time Employees effective June 30, 2024.
- 2) To implement this flexible work schedule employees will work thirty minutes of their current lunch hour and be credited for sixteen (16) flex days annually. Employees who already have a thirty-minute lunch will have thirty minutes added to the start or end of their shifts, as operationally required. Exceptional circumstances to review the scheduling of the additional thirty minutes of work will be reviewed by the Employer.
- 3) The Employer will schedule flex days on an annual basis, with flex days off being any regularly scheduled day of work. Flex days off will not be scheduled on statutory holidays. The schedule for flex days will be made available prior to December 1 of the calendar year prior to them being effective.
- 4) At the Employer's discretion, due to operational requirements, flex days may be cancelled and rescheduled for no later than two weeks than it was originally scheduled for.
- 5) When employees book banked vacation or Family Responsibility Leave for a full day employees will book the day off utilizing seven and one half (7.5) hours from their leave bank.
- 6) When employees take unpaid leave or long-term disability leave flex days will be decreased proportionally to the time away (like vacation days).
- 7) Flexible working days may be offered to Temporary or Student employees if operationally required.
- 8) There will be no carry-forward, accumulation, or payout of flexible workdays.
- 9) This letter of understanding shall be in effect for the term of the 2024 ratified collective agreement and can be cancelled by either party with sixty (60) days written notice.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 14 day of November, 2024.

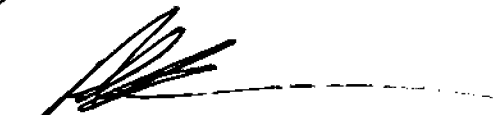
**ON BEHALF OF:**  
THOMPSON/NICOLA REGIONAL DISTRICT



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Amanda Ellison, General Manager of  
People & Engagement



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Jamie Vieira, General Manager of Operations

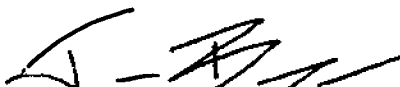


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Alex Krause, General Manager of  
Development Services

**ON BEHALF OF:**  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 900



\_\_\_\_\_  
Ken Davis, Local 900 President



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Travis Backmeyer, Unit Chair (TNRD)



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Anita Mori, Bargaining Committee



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Harry Nott, National Representative

## **LETTER OF UNDERSTANDING #6**

### **BETWEEN**

**THE THOMPSON-NICOLA REGIONAL DISTRICT**

### **AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 900**

#### **RE: Building Inspector in Training Program and Market Adjustment**

1. The intent of this Letter of Understanding is to ensure the TNRD can meet the building inspection needs of the region and provide support and training for Building Inspectors to ensure they meet required qualifications for certification through the Building Officials Association of BC (BOABC).
2. Certified Building Inspector may opt to remain at their current level without financial penalty, provided they continue to meet eligibility requirements as determined by the BOABC. Upon mutual agreement, the employee may enter the Building Inspector in Training Program at any time in the future.
3. The employee will initially pay for the pre-approved Course / Examination fees and 100% will be reimbursed upon successful completion.
4. The TNRD requires Building Inspectors to be proficient in all aspects of the work associated (both building and plumbing) with the inspection area for which the TNRD is responsible. It is expected that all Building Inspectors will participate in plan checking when directed
5. Only those Building Inspectors who were hired at a specific level (I, II, III), where there is no need to be supported through the development opportunity, will not be expected to work outside of their scope or job description.

#### **Building Inspector in Training Program**

As an incentive to attract and build a new cohort of certified Building Inspectors, the TNRD has created the Building Inspector in Training program. It is intended to bring the TNRD in-line with the tenets of the BOABC Building Official-In-Training initiative.

The following terms shall govern the Building Inspector in Training Program:

1. Newly hired Building Inspectors who are not qualified at any level nor possess any experience as a Building Inspector will start as a 'Building Inspector in Training - Development Opportunity'. The pay shall be at Pay Grade 7. Once they achieve the minimum qualifications (pass Building and Plumbing Level 1 exams) associated with the Building Inspector I, they will move to 'Schedule A' Pay Grade 8.

2. Building Inspectors are supported through their line of progression until they are fully qualified and hold the Registered Building Official (RBO) certification.
3. As Building Inspectors progress through the Building Inspector in Training Program, they will be required to achieve the minimum of Building Level 2 or Level 3 and Plumbing Level 1 qualification.
4. Building Inspectors in training will be given the opportunity to work in alignment with their qualifications, and operational requirements.
5. It is agreed that incumbents who are reimbursed for any courses taken as part of the Building Inspector in Training program will commit to continued employment at the TNRD for a period of at least one (1) year beyond the date of the most recent examination completion. Those incumbents who chose to leave the TNRD prior to that, will agree to a repayment schedule as follows:
  - a. Within the first 12 months after the payment of reimbursed costs 100%
  - b. Within 12-18 months after the payment of reimbursed costs 50%
  - c. Within 19-24 months after the payment of reimbursed costs 25%
  - d. After 24 months following the payment of reimbursed costs no reimbursement
6. Should a Building Inspector in the Building Inspector in Training Program fail to pass an examination, the TNRD commits to reviewing the materials associated with that qualification level and ensuring a Building Inspector holding a higher-class specification is made available to provide guidance and direction prior to a retest being written. Should a Building Inspector be unsuccessful in passing an examination after these resources have been exhausted, an individualized training plan will be developed between the TNRD and the employee.

#### Lines of Progression

Following BOABC definitions:

To be a qualified Building Inspector exams and must be a BOABC member in good standing, pass the applicable BOABC qualification exams, and satisfy any other regulatory requirements

To be a certified Building Inspector, one must be a BOABC member in good standing, pass the applicable BOABC qualification exams, satisfy the work experience requirements, and satisfy any other regulatory requirements.

To progress through either the Building Inspectors in Training Program Line of Progression OR the Building Inspectors Line of Progression, employees are required to:

- Complete certifications and qualifications within the BOABC-mandated timelines.
- Be in good standing with the BOABC.
- Complete in the order as per the Lines of Progression chart below:

	<b>Building Inspectors In-Training Program</b> Line of Progression		<b>Building Inspectors (not in the In-Training Program)</b> Line of Progression	
Building Inspector In Training - Development Opportunity	No experience, no exams	Grade 7		
	Complete BOIT Level 1 Building & Plumbing Training Timeline: within 3 months from hire	Grade 7		
Qualified Building Inspector I	Obtain Building and Plumbing Level 1 Qualifications Timeline: within 15 months from hire	Grade 8	Obtain Building and Plumbing Level 1 Qualifications	Grade 8
Certified Building Inspector I	Complete 2 years BOABC prescribed working experience.	Grade 8 +\$1.50/hr.	Complete 2 years BOABC prescribed working experience.	Grade 8 +\$1.50/hr.
Qualified Building Inspector II	Obtain Building Level 2 Qualifications Timeline: within 48 months of hire.	Grade 9	Obtain Building Level 2 Qualifications	Grade 9
Certified Building Inspector II	Complete 3 years BOABC prescribed working experience.	Grade 10 +\$0.50/hr.	Complete 3 years BOABC prescribed working experience.	Grade 10 +\$0.50/hr.
Qualified Building Inspector III	Obtain Building Level 3 Qualifications Timeline: within 72 months of hire	Grade 12	Obtain Building Level 3 Qualifications	Grade 12
Certified Building Inspector III	Complete 4 years BOABC prescribed working experience.	Grade 12 +\$1.00/hr.	Complete 4 years BOABC prescribed working experience	Grade 12 +\$1.00/hr.

Should a Building Inspector not in the Building Inspectors in Training Program elect to opt into the Training Program, a timeline expectation will be developed with the Chief Building Inspector.

#### Market Adjustment

This Market Adjustment was made effective January 5, 2020 to reflect the current market place in Building Inspector positions and will be maintained in the 2024-205 Collective Agreement.

These adjustments are deemed temporary (for the life of the current Collective Agreement)

and may be reviewed during negotiations.

- Certified Building Inspector I                    Add \$1.50 per hour adjustment
- Certified Building Inspector II                    Pay Grade 10 plus \$0.50 per hour adjustment
- Certified Building Inspector III                    Add \$1.00 per hour adjustment

It is further agreed that all other terms and conditions applying to the existing positions will not be affected by this adjustment.

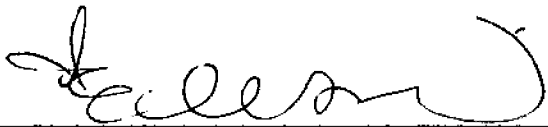
**Annual Review**

The parties shall agree to review this Letter of Understanding (LOU) on an annual basis, or any such time changes are made to the Building Act (Act) of the BOABC.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 14 day of November, 2024.

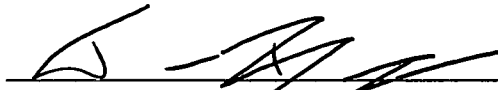
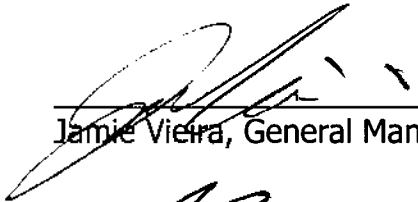
**ON BEHALF OF:**  
THOMPSON/NICOLA REGIONAL DISTRICT

**ON BEHALF OF:**  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 900



Amanda Ellison, General Manager of People & Engagement

Ken Davis, Local 900 President



Jamie Vieira, General Manager of Operations

Travis Backmeyer, Unit Chair (TNRD)



Alex Krause, General Manager of Development Services

Anita Mori, Bargaining Committee



Harry Nott, National Representative

**LETTER OF UNDERSTANDING #7**  
**BETWEEN**  
**THE THOMPSON-NICOLA REGIONAL DISTRICT**  
**AND**  
**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 900**

**RE: Meal Allowances – Operations and Development Services Divisions**

It is agreed that the following positions will receive an annual taxable meal allowance flat rate that will be paid to the employees bi-weekly. This is to provide a simpler process for regular meal per diem expense claims and is not meant to replace all entitled meal per diem expense claims.

Due to the nature of their role, the below positions are regularly required to travel 30 km or more from the worksite (home base) between the hours of 11:00 am and 2:00 pm and therefore will receive a taxable \$5,500.00 meal allowance annually.

- Bylaw Officer – Building
- Bylaw Officer – Recycling
- Utility Operator
- Utility Technician

The below positions are only partially required to travel 30 kms or more from the worksite (home base) between the hours of 11:00 am and 2:00 pm and therefore will receive a taxable \$3,000.00 meal allowance annually.

- Building Inspector I – Area Assigned
- Building Inspector II – Area Assigned
- Building Inspector III – Area Assigned
- EHS Technologist I – Solid Waste Operators Coordinators

It is further agreed that both lists of positions can be changed/updated by the Employer as operationally required, based on the position requirements.

The annual allowance amount will be reviewed by both parties in conjunction with any updates to Board Policy 1.1.16 Board Expense Policy.

Meal per diem expense claims may still be claimed by any employee, including those listed above, provided they meet the standards laid out in the Administrative Policy 5.5 Meal Expenses, with the exception of lunch per diem expense claims for those employees listed above.

The effective date of this implementation will be the first month following the date this LOU is signed by both parties.

Either party may cancel this Letter of Understanding with 30 days notice.

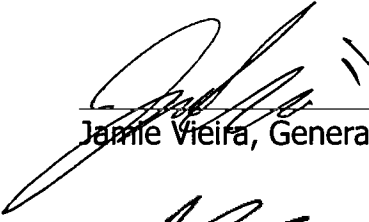
Date: August 9, 2024

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 14 day of November, 2024.

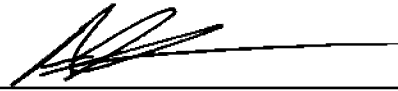
**ON BEHALF OF:**  
THOMPSON/NICOLA REGIONAL DISTRICT



Amanda Ellison, General Manager of People & Engagement



Jamie Vieira, General Manager of Operations

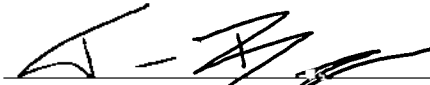


Alex Krause, General Manager of Development Services

**ON BEHALF OF:**  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 900



Ken Davis, Local 900 President



Travis Backmeyer, Unit Chair (TNRD)



Anita Mori, Bargaining Committee



Harry Nott, National Representative