

COLLECTIVE AGREEMENT
BETWEEN
qathet REGIONAL DISTRICT
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 798

JANUARY 1, 2024
TO
DECEMBER 31, 2026

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THIS AGREEMENT made and entered into this 6th day of February A.D., 2026.

BETWEEN THE:

qathet REGIONAL DISTRICT

(hereinafter called the "Employer")

OF THE FIRST PART

AND THE:

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 798**

Being an organization of the Employees of the qathet Regional District other than those specified

(hereinafter called the "Union")

OF THE SECOND PART

PREAMBLE

WHEREAS it is the desire of both parties to this Agreement to maintain existing harmonious relationships between the Employer and the employees, to recognize the mutual value of joint discussion and negotiation in all matters pertaining to promote the well-being, morale and security of those employees included in the bargaining unit;

AND WHEREAS the parties to the second part have formed a Union, hereinafter called the "Union";

AND WHEREAS the Employer recognizes the Union as the sole agency for collective bargaining for all qathet Regional District employees for whom the Union has been certified as bargaining authority under the Labour Code of British Columbia;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto, in consideration of the mutual covenants hereinafter contained, AGREE EACH WITH THE OTHER AS FOLLOWS:

ARTICLE 1 – DEFINITIONS

1.01 Employees

Persons employed by the Employer who fit the definition of employee under the Labour Relations Code of BC, are members of the bargaining unit.

1.02 Full-Time Employees

Full-time Employee shall mean a regularly scheduled employee who holds an established position and works a minimum of forty (40) hours per week (outside employees) or a minimum of thirty-five (35) hours per week (inside employees), not including Temporary positions.

An “established position” shall mean a position that has been posted by the Employer and is expected to continue without a defined end date.

1.03 Part-Time Employees

“Part-time Employee” shall mean an employee who holds an established position and works fewer than forty (40) hours per week (outside employees) or fewer than thirty-five (35) hours per week for (inside employees), not including Temporary positions.

Part-time employees shall not be eligible for any benefits set forth in Articles 14.02, 14.03, 16.01 (a) and (b), 17 (except 17.04 (a)), and 22, except where eligible.

For the purpose of this Article, “regular hours” shall be defined as non-overtime hours.

- (a) Part-time employees who are regularly scheduled to work a minimum of twenty-one (21) hours per week (inside employees) and twenty-four (24) hours per week (outside employees) shall be included in benefits under Article 22 and shall be paid a premium of five point two percent (5.2%) of their base rate earnings in consideration for statutory holiday pay.
- (b) Part-time employees who are not regularly scheduled to work a minimum of twenty-one (21) hours per week (inside employees) and twenty-four (24) hours per week (outside employees) shall be paid a premium of five point two percent (5.2%) of their base rate earnings in consideration for statutory holiday pay, and a premium of six point eight percent (6.8%) of their base rate earnings in consideration for medical insurance, weekly indemnity, group life, dental, accidental death and dismemberment and long-term disability.

- (c) In addition, Part-time employees who meet the eligibility requirements for the Municipal Pension Plan will be enrolled in the plan as outlined in Article 22.07.

1.04 Temporary Employees

- (a) Temporary employees shall mean any employee employed on a temporary basis or for a specific assignment of twelve (12) months or less, or for such longer period as may be mutually agreed.
- (b) Temporary employees shall be classified as Short-term, for any period of Temporary employment that is less than six (6) months, and Long-term, for any period of Temporary employment that is equal to or greater than six (6) months.
- (c) Temporary employees shall not be eligible for any benefits set forth in Articles 12, 14, 15 (except 15.01 (c), 15.04, and 15.05), 16 (except 16.01 (b), (e) and (f)), 17 (except 17.04 (a)), 18 (except 18.02), 19, 22, 24, and 25, except where eligible below:
 - (i) An employee working in a Temporary position who posts into an established position and successfully completes the probation period, will have their accumulated hours converted to establish a seniority start date as outlined in Article 12.01.
 - (ii) Temporary employees shall receive paid sick leave in accordance with Article 19 on a prorated basis.
 - (iii) Temporary employees who meet the eligibility requirements for the Municipal Pension Plan will be enrolled in the plan as outlined in Article 22.07.
 - (iv) Temporary employees who meet the criteria outlined in Article 25 shall be eligible for a prorated allowance.
- (d) Existing Full-time or Part-time employees who accept a Temporary position and are already covered by the Employer-provided benefits of this Agreement are not eligible for payment in lieu of benefits as an option.
- (e) Any benefit afforded to a Temporary employee shall cease at the expiry of their appointment.
- (f) Existing Full-time or Part-time employees who accept a Temporary position shall have time worked count towards benefit entitlement. Upon completion of the Temporary position, the employee will return to their former position.

(g) The following provisions apply exclusively to Short-term Temporary employees:

- (i) Short-term Temporary employees shall receive a premium of five-point-two percent (5.2%) of their base rate earnings in consideration for statutory holiday pay and a premium of six-point-eight percent (6.8%) of their base rate earnings in consideration for medical insurance, weekly indemnity, group life, dental, accidental death and dismemberment and long-term disability.

(h) The following provisions apply exclusively to Long-term Temporary Employees:

- (i) Long-term Temporary employees who are awarded a Temporary position of Full-time equivalent hours shall have the option to receive holiday benefits outlined in Article 17 and health benefits provided in Article 22, or, receive a premium of five point two percent (5.2%) of their base rate earnings in consideration for statutory holiday pay and a premium of six point eight percent (6.8%) of their base rate earnings in consideration for medical insurance, weekly indemnity, group life, dental, accidental death and dismemberment and long-term disability.

The selection of benefits or percentage in lieu must be made at the commencement of the position and cannot be altered for the duration of the Long-term Temporary position.

- (ii) Long-term Temporary employees who are awarded a Temporary position of Part-time equivalent hours equal or greater than twenty-one (21) hours per week (inside employees) or twenty-four (24) hours per week (outside employees) shall be included in benefits under Article 22 and receive five point two percent (5.2%) of their base rate earnings in consideration for statutory holiday pay, or, receive a premium of five point two percent (5.2%) of their base rate earnings in consideration for statutory holiday pay and a premium of six point eight percent (6.8%) of their base rate earnings in consideration for medical insurance, weekly indemnity, group life, dental, accidental death and dismemberment and long-term disability.

The selection of benefits or percentage in lieu must be made at the commencement of the position and cannot be altered for the duration of the Long-term Temporary position.

- (iii) Long-term Temporary employees who are awarded a Temporary position of Part-time equivalent hours fewer than twenty-one (21) hours per week (inside employees) and twenty-four (24) hours per week (outside employees) shall receive a premium of five point two percent (5.2%) of their base rate earnings in consideration for statutory holiday pay and a premium of six point eight percent (6.8%) of their base rate earnings in consideration for medical insurance, weekly indemnity, group life, dental, accidental death and dismemberment and long-term disability.

1.05 Casual Workers

Casual workers are employees who are called in to work on a casual, or intermittent day-to-day occasional basis, for the purpose of filling in an absence created by a regular employee, or for the purpose of a special, non-repetitive project that shall not exceed three (3) months except with written consent of the parties.

Casual workers shall not be eligible for any benefits set forth in Articles 12, 14, 15, 16 (except 16 (f)), 17 (except 17.04 (a)), 18 (except 18.02), 19, 22, 24, and 25. In lieu thereof such employees shall be paid a premium of five point two percent (5.2%) of their base rate earnings in consideration for statutory holiday pay and a premium of three point eight percent (3.8%) of their base rate earnings in consideration for insured benefits, and shall be paid overtime in accordance with the provincial Employment Standards Regulations. Any employee that has completed five (5) consecutive years of employment will be considered to have reached the greater of their second anniversary year, or the anniversary year as calculated under Article 18.02.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 Management Rights

Management shall have the right to:

- (a) Hire, classify, transfer, promote, demote, layoff and terminate employees.
- (b) Manage the affairs of the Employer and without limiting the generality of the foregoing, determine the number and kinds of functions in which to engage services to provide methods of operation, the nature, number and location of tools and facilities, the organization of work, employment levels and standards of performance.
- (c) The exercise of Management's authority will be subject to the Grievance and Arbitration Procedure.

ARTICLE 3 – RECOGNITION

3.01 Negotiations

The Union shall have the right to elect or otherwise select two (2) members of the bargaining unit as representatives for the purpose of negotiating with Management for the renewal of this Agreement.

3.02 Right of Fair Representation

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representative/advisor shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

3.03 No Other Agreements

No employee shall be required or permitted to make a written or oral agreement with the Employer or its representatives which may conflict with the terms of this Agreement.

ARTICLE 4 – HUMAN RIGHTS

4.01 Union Activities

There shall be no discrimination against members of the Union because of their activities within the Union.

4.02 Discrimination in Employment

No person, or anyone acting on their behalf, shall:

- (a) Refuse to employ or refuse to continue to employ, a person or
- (b) Discriminate against a person with respect to employment, or any term or condition of employment, because of race, colour, ancestry, place of origin, political belief, religion, marital status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of that person, or because of their conviction for a criminal or summary conviction charge that is unrelated to the employment, or to the intended employment of that person or any other prohibited grounds for discrimination under applicable law.

4.03 Article 4.02 does not apply

- (a) As it relates to age, to any bona fide scheme based on seniority, or
- (b) As it relates to marital status, physical or mental disability, sex or age, to the operation of any bona fide retirement, Superannuation or pension plan or to a bona fide group of employee insurance plan, or
- (c) With respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.

4.04 Personal and Sexual Harassment

Sexual harassment is defined as unwelcome conduct of a sexual nature that detrimentally affects the work environment or leads to adverse consequences for the victim of the harassment.

Personal harassment is defined as objectionable conduct or comment; directed toward a specific person or persons; which serves no legitimate work purpose; and which has the effect of creating an intimidating, humiliating, hostile or offensive work environment.

The Employer and the Union recognize the right of employees to work in an environment free from personal or sexual harassment and agree to cooperate in attempting to resolve in a confidential manner all complaints of harassment which may arise in the workplace.

Any complaint or allegation of harassment at the workplace not satisfactorily resolved shall be dealt with by the parties through the Grievance Procedure. Any complaint alleging harassment will be dealt with in the Grievance Procedure commencing at Step 2.

ARTICLE 5 – UNION SECURITY

5.01 All Employees to be Members

It is agreed that employees who are at present members of the Union shall remain so as a condition of employment. It is further agreed that persons who are hereafter employed by the Employer shall become members of the Union.

5.02 Union Label

One (1) CUPE Local 798 Union label, to a maximum size of nine (9) cm. by nine (9) cm. shall be displayed in a prominent location at each work site where Union employees are regularly scheduled to work.

5.03 Political Action & Picket Lines

An employee covered by this Agreement shall have the right to refuse to cross a legal picket line or to handle goods from an employer where a strike or lockout is in effect. Failure by a member of this Union to cross such a legal picket line or handle goods from an employer where a strike or lockout is in effect shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action other than the loss of pay for the period involved.

ARTICLE 6 – CHECK-OFF OF UNION DUES

6.01 Deductions

- (a) The Employer shall deduct from every Union member any dues or initiation fees in accordance with the Union Constitution and the Employer must have, in its possession, an agreement signed by every Union member giving the Employer permission to make such deductions.
- (b) Deductions shall be made from each payroll period and shall be forwarded to the Secretary-Treasurer of the Union not later than the tenth (10th) day of the month following, accompanied by a list of the names of all Union members from whose wages the deductions have been made.

ARTICLE 7 – NEW EMPLOYEES

7.01 New Employees

The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union security and dues check-off.

All new employees shall have their employment confirmed, in writing, by the Employer, with a copy sent to the Vice-President.

7.02 Interviewing

The immediate Supervisor shall introduce the new employee to their Union Steward or representative. An Officer of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes for the purpose of acquainting the new employee with the benefits and duties of Union membership and their responsibilities and obligations to the Employer and the Union.

7.03 Probation Period

All new employees shall serve a probation period equal to one hundred and twenty (120) days of work or six (6) months, whichever comes first, to familiarize themselves with the position and for the Employer to evaluate the employee's suitability for the position. Should an employee be absent from work for one-week or longer, during the probation period, the probation period will be extended by the length of the absence. The probation period may be extended by mutual agreement.

For the purposes of this Article, a day of work is any day that an employee works a minimum of four (4) hours.

ARTICLE 8 – LABOUR-MANAGEMENT RELATIONS

8.01 Representative of Canadian Union of Public Employees

A National Representative of the Union may discuss any matter with an employee on the premises during working hours PROVIDED they do not take up any more than fifteen (15) minutes of an employee's paid time in any day AND PROVIDED ALWAYS that before entering the work area, the National Representative confirms with the senior Management representative that the time required for the discussion will not interfere with operational priorities.

8.02 Shop Steward's Committee

A Shop Steward's Committee, the number to be decided by the Union, shall be elected by the Union in a manner determined by it and the Employer shall be kept informed by the Union of the personnel of this Committee.

8.03 Time Off For Meetings

(a) Shop Stewards, local Union Officers or the aggrieved party, not more than two (2) at any time, shall be permitted to leave their job for up to fifteen (15) minutes approximately to discuss a specific grievance or to investigate a specific circumstance giving rise to a grievance during working hours, PROVIDED they notify their Supervisor of where they are going, AND PROVIDED they give reasonable time for a substitute to be put on their job if necessary. The Employer shall grant permission for such absence from the job and shall not unnecessarily delay substitution when required.

(b) It is agreed that it is not the purpose of this provision to give Stewards and Officers of the Union the right to leave their jobs for purposes other than the investigation of specific grievances.

8.04 Establishment of Committee

A Committee consisting of no more than two (2) members of the Union and two (2) members of Management are to meet on a regular basis on matters concerning labour relations.

8.05 Function of the Committee

The Committee shall concern itself with:

- (a) Working conditions and labour relations;
- (b) Correcting conditions which cause grievances and misunderstandings.

8.06 Meeting of Committee

On the request of either party, the Committee shall meet at least semi-annually at a time and place chosen by the Employer and acceptable to the Union. Either party may request additional meetings as required to deal with issues that may arise from time to time. The members shall receive a notice of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee and will not be paid for meeting time outside regular working hours or if held when not scheduled to work.

8.07 Chairperson of the Meeting

A representative of each of the Employer and the Union shall be designated as a joint Chairperson and shall alternate in presiding over meetings.

8.08 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union and the Employer shall each receive two (2) signed copies of the minutes within five (5) working days following the meeting.

8.09 Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

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

ARTICLE 9 – GRIEVANCE PROCEDURE

9.01 Settling of Grievances

Should any difference arise between the persons bound by this Agreement concerning its interpretation, application, operation or alleged violation thereof, there shall be no stoppage of work on account of such a difference. The following procedure shall be followed in settling any matters in dispute under this Article:

Step 1

An employee shall report to their Union within fifteen (15) working days of the alleged violation. The employee, along with a Union representative, shall make an earnest effort to settle the matter promptly with their immediate exempt Supervisor. The Supervisor shall have fifteen (15) working days to resolve the matter. Should the matter fail to be resolved, the Supervisor shall provide a response to the Union with the reasons in writing within the fifteen (15) day period.

Step 2

Failing settlement under Step 1, the grievance shall be stated in writing within five (5) working days of the Step 1 response being received and submitted to the Employer who shall meet with the Grievance Committee of the Union and/or the representative of the Union. The aggrieved employee shall have the right to attend the meeting. The parties will have fourteen (14) working days to make an investigation and bring about a settlement. Should the parties be unable to settle the matter the Employer shall provide a written response within the fourteen (14) day period.

Step 3

Should the parties be unable to settle the matter under Step 2, the Union shall advance the grievance in writing to Step 3 of the grievance procedure within five (5) working days of the grievance being denied at Step 2. The parties shall meet within five (5) working days of the grievance being submitted at Step 3 and the grievance shall be discussed between a Grievance Committee of the Employer, and the Grievance Committee of the Union. The aggrieved employee shall have the right to attend the meeting. Should the grievance fail to be resolved, the Employer shall provide a response within five (5) working days of the meeting setting forth the reasons for the grievance being denied.

Step 4

If a satisfactory settlement is not reached under Step 3, the matter may be referred by either party to a Board of Arbitration within fourteen (14) working days as set out in Article 10.

9.02 Technical Error

It is the intent of both parties to this Agreement that no grievance shall be defeated merely because of a technical error in processing the grievance through the Grievance Procedure.

9.03 Grievance Committee

The Grievance Committee of the Union shall be composed of not more than three (3) employees.

9.04 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where the Employer or the Grievance Committee of the Union believe an alleged grievance which would affect employees in general has arisen, such grievance shall be submitted under Article 9.01, Step 2 above.

ARTICLE 10 – ARBITRATION

10.01 Composition of Board of Arbitration

A Board of Arbitration shall be formed to hear the grievance. Either party shall notify the other in writing of the question(s) to be arbitrated and the name and address of its chosen representative on the Arbitration Board. After receiving such notice and statement the other party shall, within five (5) days, appoint its representative on the Arbitration Board and give notice in writing of such appointment to the other party. Such representatives shall endeavour to select a third member who shall be Chairperson.

10.02 Failure to Appoint

Should the representatives fail to select such a third member within five (5) days from the appointment of the last representative, either party may request the Minister of Labour of the Province of British Columbia to appoint a Chairperson.

10.03 Board Procedure

Within fourteen (14) days following the establishment of the Board of Arbitration, it shall report its decision on the grievance. The majority decision of the Board shall be final and binding on all persons bound by this Agreement but the Board shall not have the power to alter the wording of the Agreement in any way.

10.04 Decisions of the Board

When a settlement is reached at any stage of this procedure, such decision shall be final and binding on both parties. The Board's jurisdiction is limited to matters concerning the application, interpretation, or alleged violation of this Agreement and it shall not have the authority to alter, amend, delete or add to this Agreement. However, the Board shall have the power to modify penalties.

10.05 Expenses of the Board

The expenses and compensation of the Chairperson shall be shared equally between the parties. The expenses and compensation of the representative selected shall be borne by the respective parties.

10.06 Single Arbitrator

The parties may, by mutual consent, appoint a single Arbitrator and if so appointed such single Arbitrator shall constitute the Arbitration Board.

ARTICLE 11 – DISCIPLINE

11.01 Cause for Discipline

- (a) An employee may be disciplined, suspended or discharged, but only for just cause by the Employer.
- (b) Discipline must be appropriate to the cause and in accordance with the principles of progressive discipline.

11.02 Right to Have a Steward Present

- (a) An employee shall have the right to have a Union Steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action.

- (b) Where a Supervisor intends to interview an employee for disciplinary purposes or discipline an employee the Supervisor shall so notify the Union President and the employee, in advance, of the purpose of the interview. The Union President shall assign a Union representative to be present for the interview or discipline meeting.

11.03 Discharge or Suspension Procedure

- (a) Should the Supervisor intend to suspend or dismiss an employee, the Supervisor shall so notify the Union President and the employee, in advance, of the purpose of the meeting. The Union President shall assign a Union representative to the file.
- (b) An employee being dismissed or suspended under this Article shall appear before their Supervisor with a Union representative to hear the reasons for their dismissal or suspension.
- (c) When the Employer has dismissed or suspended an employee under this Article, a letter must be forwarded to the employee within two (2) working days of their dismissal, with a copy to the Union, stating the cause for the dismissal or suspension.
- (d) Letters of warning, suspension, dismissal or exoneration shall be forwarded, following completion of any investigation of charges, to the following:
 - 1. One (1) to the defendant,
 - 2. One (1) to the Union,
 - 3. One (1) to be retained by administration for filing.

11.04 Unjust Discipline, Suspension or Discharge

- (a) If an employee is disciplined, suspended or dismissed for any reason and feels they have been unjustly dealt with, they shall file a grievance in accordance with the grievance procedure set out in Article 9.
- (b) If it is subsequently decided that the employee was unjustly suspended or dismissed, they shall be reinstated to their former position and shall be compensated for the lost time at their regular rate of pay or at such lesser amount as may be agreed on or ordered by an Arbitration Board.

11.05 Access to Personnel File

- (a) An employee shall have the right, at a mutually acceptable time, to review their personnel file within seventy-two (72) hours of making such a request.
- (b) Any record of dissatisfaction of an employee shall not be used against them at any time after twenty-four (24) months, unless a similar act complained of is repeated within twenty-four (24) months.

11.06 "Whistle Blower" Protection

No employee shall be dismissed, disciplined, penalized or intimidated as a result of reporting pollution, WorkSafeBC or other illegal violations by the Employer. It is agreed the Union shall advise the Employer of any violation it may be aware of prior to reporting any alleged violations, and to afford the Employer reasonable opportunity to correct the violation.

ARTICLE 12 – SENIORITY

12.01 Seniority Defined

Seniority for Full-time employees is defined as the length of service in the bargaining unit based on the date of hire. Where two (2) or more employees were hired on the same date, preference shall be in accordance with the date of application for employment.

Seniority for Part-time employees is defined as the total number of hours worked including approved leaves of absence, as per Article 19 and 20 from date of hire. Hours will be converted to establish a Full-time seniority date which shall be adjusted accordingly as needed.

Seniority for Temporary and Casual employees is defined as the total number of hours worked including approved leaves of absence, as per Article 19 and 20 from date of hire. Hours will be converted for Temporary and Casual employees to establish a Full-time seniority date when the Temporary or Casual employee is awarded an established Full-time or Part-time position as per Article 1.02 and 1.03.

Seniority shall be used in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the work force and recall as set out in other provisions of this Agreement. Seniority shall operate on a bargaining-unit-wide basis.

12.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced and the total number of hours worked including approved leave of absence. A copy of the list shall be provided to the Union in January and June of each year.

12.03 Loss of Seniority

An employee shall lose seniority:

- (a) If discharged and not reinstated.
- (b) For failing to return from a leave of absence or respond to a recall from layoff.
- (c) Laid off without recall for a period equal to the lesser length of service or twelve (12) months.
- (d) Where the employee resigns or is terminated for other non-culpable reasons and not reinstated.

ARTICLE 13 – PROMOTIONS AND STAFF CHANGES

13.01 Job Postings

It is agreed that before filling any position within the scope of this Agreement which may have a duration of thirty (30) days or more, notice thereof shall be forwarded to the Union and posted on a Regional District controlled virtual platform and on bulletin boards at all worksites that will be accessible to all employees for a minimum period of seven (7) working days before such position is filled. Such posting to contain the following information:

- Nature of position;
- Required knowledge, ability and skills;
- Wage rate or salary ranges;

The Employer agrees to advise the Union in writing of the name or names of the successful probationary applicant(s) within two (2) weeks of the closing date for receipt of all applicants.

Applications shall be considered in the following order:

- Full-time and Part-time employees (internal);
- Casual employees/Temporary (internal);
- General public (external).

In the event of a dispute arising from the appointment of an outside applicant rather than a Part-time employee the onus of demonstrating the superior qualifications of the successful applicant shall reside with the Employer.

13.02 Trial Period

When promoted or transferred to a different position, an employee shall be on a trial period of thirty (30) working days. The Employer shall meet with the employee at least once, between the second (2nd) and third (3rd) week during the trial period to review job performance. Should the employee be considered unsuitable during the trial period, they shall be returned to their former position without loss of seniority. Employees under this clause may exercise their right to return to their former position at any time during the trial period. It is agreed that the trial period may be extended by mutual agreement with the Union.

13.03 Notification to Employee and Union

Within seven (7) calendar days of the date of appointment to a vacant position covered by this Agreement, the name of the successful applicant shall be sent to the Union and posted on bulletin boards at all worksites. Where requested, reasons shall be provided to the unsuccessful applicants in writing by the Employer within seven (7) days of such a written request.

13.04 Staff Changes, Transfers or Promotions

Staff changes, transfers and promotions shall be selected on the basis of the required qualifications, skill and ability to perform the job. Seniority will apply where two (2) or more applicants are equal.

13.05 Transfer and Seniority (Outside Bargaining Unit)

No employee shall be transferred to a position outside the bargaining unit without the employee's consent. If an employee is transferred or promoted to a position outside the bargaining unit with the Employer, the employee shall retain seniority accumulated up to the date of leaving the unit but will not accumulate any further seniority. Such employee shall have the right to return to a position in the bargaining unit for a maximum of six (6) months. During that six (6) month trial period, the employee's position shall be filled on a temporary basis. If an employee returns to the bargaining unit, the employee shall be placed in the position held at the time of the transfer or promotion, or if that position is redundant, the employee may bump laterally or downward provided this does not result in the layoff or bumping of an employee holding greater seniority.

ARTICLE 14 – LAYOFF AND RECALLS

14.01 Definition of Layoff

A layoff shall be defined as a reduction in the work force or a reduction in the regular hours to a different category as per Article 1.

14.02 Layoff and Recall Rights

On matters of layoff and recall, where employees can perform the available work, seniority shall govern.

14.03 Recall Procedure

- (a) It shall be the duty of each employee laid off to supply the Employer with their correct address and telephone number.
- (b) Employees laid off shall be required to return to work within a minimum of ten (10) working days after being notified by registered mail to do so. Any employee failing to report back within the required time shall be considered to have resigned and shall forfeit all seniority rights, unless through sickness or other proper cause agreed upon by the Employer and the Union.

14.04 Layoff and Recall – Part-Time Employees

- (a) Part-time employees will be given notice of seasonal layoff with such notice to be provided in accordance with current legislation.
- (b) Part-time employees shall have the right of recall to their position. If their position has been eliminated, the right to recall shall be extended to other positions within the same classification. Recall rights will apply for twelve (12) months.

14.05 Bumping

A Full-time or Part-time employee who is laid off may bump the least senior employee in a lower classification if they have the skills, ability, and qualifications to perform the work. Part-time employees may only bump other Part-time employees.

ARTICLE 15 – HOURS OF WORK

15.01 Hours of Work

The standard hours of work shall be as follows:

- (a) Thirty-five (35) hours per week for inside employees, not to exceed seven (7) hours work per day between the hours of 8:30 a.m. and 4:30 p.m., Monday to Friday.
- (b) Forty (40) hours per week for full time Operational Services outside workers, not to exceed eight (8) hours work per day between the hours of 7:30 a.m. and 4:00 p.m. with a one half-hour (1/2) hour lunch break, Monday to Friday.
- (c) Forty (40) hours per week for full time Environmental Services outside workers, not to exceed eight (8) hours work per day and 5 days per week, between the hours of 8:00 am and 6:00 pm, with a one (1) hour lunch break, Monday to Saturday.
- (d) No employee shall be scheduled for a shift of less than four (4) consecutive hours.
- (e) Schedule of Work for Shelter Point and Haywire Bay Caretakers
 - (i) The Shelter Point Park Caretaker shall work a monthly schedule from April 15 to September 15 based on a seven (7) day week from July 1 up to and including the week preceding the Labour Day weekend and a five (5) day week during the remainder of the monthly schedule.
 - (ii) The Haywire Bay Park Caretaker shall work a monthly schedule from May 1 to September 15 based on a seven (7) day week from July 1 up to and including the week preceding the Labour Day weekend and a five (5) day week during the remainder of the monthly schedule.
- (f) Days Off and Relief Coverage for Shelter Point and Haywire Bay Caretakers
 - During the period of July 1 to the second Monday in September, the Caretaker may arrange with the Employer to have relief coverage for up to two (2) days per week.

- During the balance of the period where the monthly rate applies the Caretaker may elect to take 2 days per week off without providing relief coverage.
- The Caretaker's days off shall be scheduled to suit operational requirements and must be approved by the Employer in advance.
- Whenever possible, the Caretaker's days off shall be regularly scheduled from week to week.
- Friday, Saturday, Sunday or on statutory holidays may not be scheduled days off.
- The Caretaker shall obtain the Employer's prior approval of any individual to be used in a relief capacity, approval shall not be unreasonably denied.

15.02 Work Day

For the purpose of this Section, the work day shall be of twenty-four (24) hours' duration and shall commence at midnight.

15.03 Change in Hours

Forty-eight (48) hours' notice shall be given for any change in scheduled days off.

15.04 Lunch Break

Employees who work more than five (5) consecutive hours in a day shall be entitled to one-half (1/2) hour for lunch with the exception of the inside and Environmental Services outside workers who shall receive one (1) hour. Employees who are scheduled to be on call during a lunch break shall be paid for a full shift with a lunch break being included within such shift.

15.05 Rest Periods

- (a) An employee working a Full-time day shall be permitted a ten (10) minute rest period both in the morning and in the afternoon.
- (b) An employee working less than a Full-time day shall have a ten (10) minute rest period at the worksite during each continuous work period of three and one-half (3 ½) consecutive hours.
- (c) Rest periods shall be taken at times that will cause the least possible interference with the work in which the employees are engaged.

ARTICLE 16 – OVERTIME

16.01 Overtime Rates

- (a) Employees normally scheduled to work Monday through Friday shall receive one and one-half times (1-1/2x) their regular hourly rate for all hours worked on a Saturday or Sunday and double time (2x) for hours in excess of eight (8) hours on the weekend.
- (b) Employees working thirty-five (35) hours per week as a normal schedule, shall be paid at the rate of one and one-half (1-1/2x) for hours in excess of seven (7) in a day and those working forty (40) hours per week for hours in excess of eight (8) and double time (2x) for overtime exceeding three (3) hours, in a day.
- (c) Double time (2x) for hours worked on a Statutory Holiday plus one (1) day off in lieu with pay. This Clause shall also apply to hourly paid Part-time employees.
- (d) Cemetery Workers to receive time and one-half (1-1/2x) for hours in excess of eight (8) and double time (2x) for hours in excess of eleven (11) in a day and time and one-half (1-1/2x) for the first eight (8) hours worked on a Saturday or Sunday and double time (2x) thereafter.
- (e) Part-time employees, Temporary employees and Casual employees shall be paid at a rate of one and one-half (1½x) for hours in excess of seven (7) hours in a day inside and eight (8) hours in a day outside and double time (2x) for overtime exceeding three (3) hours in a day.
- (f) Employees shall be paid triple time (3x) for days worked performing cemetery exhumations of human remains. This will not apply to the exhumation of cremated remains unless they are contained within the casket of a deceased person.

16.02 Call-Out and Overtime Assignment

- (a) It is agreed that in the event of a call-out or overtime, it shall be the duty of the Supervisor concerned to ensure that the employee normally assigned to that job is called first and sent on the job if available. An employee who is on vacation will not be called out unless the person substituting in the job during the vacation period and other qualified employees are not available. An employee who is called out while on vacation has the right to refuse the call-out.
- (b) If the employee regularly assigned to the job is not available, call-outs and overtime shall be offered to qualified employees within that department by seniority, and on a rotational basis.

- (c) The Employer agrees to pay employees for a minimum of two (2) hours when they are called to work outside of regular working hours or on days of rest. Where an employee commences work, the Employer agrees to pay a minimum of four (4) hours.
- (d) Call time shall be at straight time rate and paid in all instances except for assigned overtime.
- (e) Where the Employer is required to pay the minimum four (4) hours noted in Article 16.02 (c) above, such pay shall be calculated as follows:

Call Time – Two (2) hours at straight time

-plus-

Remainder – Actual time worked at the appropriate overtime rates.

16.03 Meal Allowance

- (a) An employee who is required to work beyond a regular shift will receive a meal break after two (2) hours of overtime and every four (4) hours thereafter.
- (b) A meal break shall be for one-half (1/2) hour plus reasonable travelling time to obtain a meal with pay.
- (c) A meal premium will be paid on the next expense cheque run, at the same rate provided to qathet Regional District Directors.

16.04 Time Off in Lieu of Overtime Pay

- (a) An employee may elect to take time off in lieu of overtime pay each occasion overtime occurs at a time mutually agreeable between the parties. Such time off shall be calculated in accordance with Article 16.01 above. Employees shall be allowed to bank such time.
- (b) Should the accumulated overtime not be used by September 1st of the following year from which the time was earned, the employee shall be paid out in the next succeeding pay day to such date.

ARTICLE 17 – HOLIDAYS

17.01 List of Holidays

Employees shall suffer no reduction in their regular wages or salary by reason of a statutory holiday occurring within the regular work week. For the purpose of this Article, statutory holidays shall be defined as:

New Year's Day
Family Day
Good Friday
Easter Monday
Victoria Day
Canada Day

B.C. Day
Labour Day
National Day for Truth and Reconciliation
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

AND all other holidays declared by the qathet Regional District, provincial or federal governments.

17.02 Holidays Falling on Weekends

- (a) If the aforementioned statutory holidays fall on a Saturday or Sunday, the following Monday shall be declared a holiday.
- (b) If the aforementioned statutory holidays fall on an employee's day or days of rest which are other than Saturday or Sunday, one (1) day off in lieu shall be granted. The actual day off shall be taken at a mutually agreeable time.

17.03 Holidays During Vacation

If a statutory holiday falls on a regular working day while an employee is on annual vacation, they shall receive one (1) additional day of vacation with pay in lieu of said statutory holiday.

17.04 Christmas and New Year's Holidays

The following provisions shall apply during the Christmas and New Year's holidays:

- (a) When Christmas Eve and/or New Year's Eve falls on a working day, all employees shall be entitled to time off commencing at 2:00 p.m. without loss of pay.
- (b) When Christmas Day falls on a Tuesday, the preceding Monday shall be declared a statutory holiday.
- (c) When Christmas Day falls on a Wednesday, the next succeeding Friday shall be declared a statutory holiday.
- (d) When New Year's Day falls on a Tuesday, the preceding Monday shall be declared a statutory holiday.

- (e) When New Year's Day falls on a Thursday, the next succeeding Friday shall be declared a statutory holiday.
- (f) Employees who, through the exigencies of their particular job category are unable to obtain the conditions of this Clause shall, by mutual agreement with their respective Supervisor, determine alternate methods of receiving such days off.

ARTICLE 18 – VACATION

18.01 Vacation Entitlement

All employees as defined in this Agreement shall be granted a vacation with pay in accordance with the following:

- (a) The vacation period shall be twelve (12) months commencing on January 1st and ending on the following December 31st.
- (b) Continuous service for the purposes of this Agreement shall include:
 - 1. Time lost as a result of an accident as recognized by the WorkSafeBC suffered through the course of employment shall be considered as time worked for the purpose of qualifying for annual vacations.
 - 2. Maternity or Paternity Leave.
 - 3. Reservists Leave.
 - 4. Any other approved paid leave, unless mutually agreed otherwise in writing.
 - 5. Time lost as a result of leave as recognized by the Employer under Article 19 of this Agreement.
 - 6. Time lost as a result of leave as recognized by the Employer under Article 20 of this Agreement.
 - 7. Time lost as a result of absence as recognized by the Employer under Article 22.02.

18.02 Vacation Entitlement

A Full-time employee's initial date of hire establishes the start of their anniversary year. As of January 1st of the following calendar year, employees will transition to their 2nd anniversary.

Part-time, Temporary and Casual employees' aggregate hours will be credited annually each year for the purposes of calculating their vacation entitlement as outlined below. The method by which the hours are credited will depend on whether the hours were worked in a (35 hrs/week) position or a (40 hrs/week) position or a combination of both. The total aggregate hours will be divided accordingly and partial hours will be rounded up to one (1) whole day.

Any employee who has completed five (5) consecutive years of employment will be considered to have reached the greater of their second anniversary year, or the anniversary year as calculated below.

- (a) Those employees who are in their first (1st) anniversary year shall be granted two (2) weeks' vacation with pay at a rate of four percent (4%) of their gross earnings.
- (b) Those employees who are in their second (2nd) anniversary year shall be granted three (3) weeks' vacation with pay at a rate of six percent (6%) of their gross earnings.
- (c) Those employees who are in their sixth (6th) anniversary year shall be granted four (4) weeks' vacation with pay at a rate of eight percent (8%) of their gross earnings.
- (d) Those employees who are in their tenth (10th) anniversary year shall be granted five (5) weeks' vacation with pay at a rate of ten percent (10%) of their gross earnings.
- (e) Those employees who are in their seventeenth (17th) anniversary year shall be granted six (6) weeks' vacation with pay at a rate of twelve percent (12%) of their gross earnings.
- (f) Those employees who are in their twenty-fourth (24th) anniversary year shall be granted seven (7) weeks' vacation with pay at a rate of fourteen percent (14%) of their gross earnings.

18.03 Banking Vacation Credits

An employee entitled to three (3) weeks' vacation or more shall be entitled to bank up to a maximum of ten (10) working days annual vacation. Any vacation or banked vacation time shall be scheduled with consent of the Employer.

When banked vacation credits are used, the time taken shall be paid at the rate the banked vacation was earned. The banked vacation must be used within five (5) years of the year in which it was earned.

18.04 Bereavement Leave During Vacation

Where an employee qualifies for bereavement leave or receives Weekly Indemnity benefits during a period of vacation, there shall be no deduction from vacation credits for bereavement leave absence or absence during the period Weekly Indemnity Benefits were paid to the employee.

ARTICLE 19 – SICK LEAVE PROVISIONS

19.01 Sick Leave

Employees may claim up to twelve (12) days' sick leave per year. Employees may claim a sick leave day when required to travel out of town for a medical or dental appointment or when their absence is required to attend to matters arising from the illness of a family member on a day when they are scheduled to work, or to attend to a matter arising from a domestic violence incident. For the purpose of this Clause, a family member shall be defined as: parent, wife, husband, common-law spouse, child, grandparent, grandchild or sibling. All definitions of family shall include step, foster or in-law, and same-sex partner.

Employees may carry over sick days and bank up to thirty (30) days. Sick days may be used to bridge to weekly indemnity, or to top up weekly indemnity to one hundred percent (100%).

ARTICLE 20 – LEAVE OF ABSENCE

20.01 For Union Business

- (a) Upon application to and upon receiving the permission of the respective Supervisor in each specific case, time off without pay shall be granted to official representatives of the Union when it becomes necessary to transact business in connection with the matters affecting members of the Union, PROVIDING it does not interfere with the operation of the Employer.
- (b) Any member, to a maximum of one (1) person at one (1) time, of the Union who is required to attend at Union conventions or perform any other function on behalf of the Union and its affiliates necessitating a leave of absence without pay shall, upon application to the respective Supervisor, with one (1) week notice, be granted a leave of absence. It is understood that the granting of the above leave shall not unduly hinder the operations of the Employer. It is agreed that the employees will continue to receive their regular pay during this period of leave and that the Employer will be reimbursed by the Union upon receipt of an accounting for regular pay and benefits.

- (c) Official representatives of the Union shall have the privilege of attending meetings, without loss of remuneration, for the purpose of negotiating a revision or renewal of this Agreement when such meetings are held during working hours or when discussing with representative(s) of the Employer a grievance or any other matter contained in this Agreement.

20.02 Bereavement Leave

- (a) Employees shall be granted up to five (5) days' leave with pay in the case of the death of a spouse or child, parent, grandparent, grandchild, sibling. Bereavement leave may be used within one (1) year of the death to attend a memorial or celebration of life ceremony. All family members shall include in-law, step and foster, or same sex partner.
- (b) An employee upon request in writing may, at the discretion of their respective Supervisor in consultation with the Personnel Officer, be granted an additional two (2) days' leave with pay to allow for travelling time should there be considerable distances involved.

20.03 Mourner's Leave

Employees shall be granted one-half (1/2) day leave with pay to attend the funeral of an employee.

20.04 Leave of Absence for Union or Public Activities

- (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence so that the employee may be a candidate for public office.
- (b) An employee who is elected shall be allowed leave without loss of seniority during the term of office.
- (c) An employee who is elected or selected for a position with the Union or any body with which the Union is affiliated, shall be granted one (1) leave of absence per year, without loss of seniority, for a minimum of two (2) months and a maximum of one (1) year. Such leave may be renewed each year on request during the employee's term of office.

The employee must submit a written request for a leave under this Article at least one (1) month prior to the proposed start date of the leave.

20.05 Jury Duty

Any employee who is required to report for jury duty or who is required to appear as a Crown witness on a day on which they would normally have worked, will be reimbursed by the Employer for the difference between the pay received for jury or witness duty at their regular straight time hourly rate of pay for their regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of eight (8) hours per day or forty (40) hours per week, less pay received for jury or witness duty. The employee will be required to furnish proof of jury or witness service and jury duty or witness pay received. Hours paid for jury or witness duty will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.

20.06 Military Leave

Employees who serve in the Canadian Armed Forces shall be granted unpaid leave of absence to attend to military duties and training. The leave shall be considered continuous service for the purpose of the Collective Agreement. If a leave is under eight (8) weeks the Employer shall continue to pay its share of all benefits and the employee shall be required to pre-pay their share of all benefits. For leaves that are over eight (8) weeks the employee may continue benefits at their cost.

20.07 Maternity Leave

Employees shall enjoy maternity and parental leave provisions as outlined in the *Employment Standards Act*, except as amended as follows:

- (a) Employees shall be granted maternity leave without pay and without loss of seniority up to a maximum of twenty-six (26) weeks.
- (b) Such leave shall also apply in the case of the adoption of a child from birth to six (6) months of age.
- (c) Where an employee who has been granted leave of absence under this Section requests a further leave of absence from work, the Employer shall grant to the employee a further leave of absence from work, without pay, for a period not exceeding a total of eighteen (18) months. The employee may, at their option and with the insurance carrier's consent, continue full benefits for the duration of the leave. The Employer will continue to pay their share of benefits within the limits set by the insurance carrier.

20.08 General Leave

An employee shall be entitled to leave of absence without pay and without loss of seniority up to a maximum of thirty (30) calendar days. Long term unpaid leaves (including unpaid leaves for Education) may also be approved. However, no seniority or vacation entitlement shall accumulate after thirty (30) days. Such request shall be in writing and approved by the Employer, and such approval shall not be unreasonably withheld.

20.09 Continuation of Benefits

Employees on leave of absence pursuant to Articles 20.01, 20.04, 20.07 or 20.08 shall have the option of continuing coverage for all benefits provided to them by the Employer at the sole expense of the employee and within the limits set by the respective insurance carriers.

Employees on leave of absence pursuant to Articles 20.02, 20.03 or 20.05 shall have benefit coverage continued pursuant to Article 22.

ARTICLE 21 – PAYMENT OF WAGES AND ALLOWANCES

21.01 Schedules

The schedule of wages, classifications and salaries for all employees of the Employer covered by this Agreement shall be in accordance with the Wage Schedule attached hereto and forming part of this Agreement.

The 2023 special wage adjustment of 4.65% has been applied and will remain effective.

Wage schedules will be further increased on the following basis:

Jan. 1, 2024 – 3.9%

Jan. 1, 2025 – 3.0%

Jan. 1, 2026 – 2.0% or CPI, whichever is greater

General wage increases will be paid retroactively to all employees from the effective date of increase to the date of implementation.

The following classifications will not receive the Jan. 1, 2024, general wage increase:

- Scale Attendant
- Waste Diversion Supervisor

21.02 Temporary Appointments

“Additional work” for the purposes of this Article shall be defined as Temporary work that is required to be done in addition to an employee’s regular schedule and shall include vacation replacement, sick leave relief, work overload and short-term special projects.

- (a) If an employee is appointed to substitute on any position, they shall receive their regular rate or the rate for the job, whichever is greater.
- (b) If an employee is appointed to substitute for two (2) weeks or more, they shall receive a ten percent (10%) premium.
- (c) Employees working less than Full-time who are willing and capable shall be given first consideration by the Employer for additional work when it becomes available.

The Employer shall continue the current practice of having additional work done by bargaining unit members, other employees, contractors and volunteers.

When such work is assigned to bargaining unit employees, it shall be assigned in the following order:

- (i) Inside work to qualified full or Part-time inside employees and outside work to qualified full or Part-time outside employees,
- (ii) Casual employees.

Should the Employer have a special project requiring continuity, such work may be assigned to suit operational requirements.

Notwithstanding the above, volunteer work of a type and level consistent with established past practice shall continue.

21.03 Job Descriptions

- (a) The Employer shall provide job descriptions for all bargaining unit positions covered by this Agreement.

- (b) Before becoming a recognized job description, a draft description shall be forwarded to the Union, which shall have thirty (30) calendar days to comment or make written objection. The description shall become the recognized description if the Union does not comment or object within this period.
- (c) If the Union comments or makes written objection, the parties shall discuss the Union's comments and/or objections after which the Employer shall finalize the description.
- (d) The job descriptions created by the Employer pursuant to the above process [21.03 (b) and (c)] are deemed to be the recognized job descriptions.
- (e)
 - (i) The Employer shall prepare a new job description whenever a new bargaining unit position is established, or a substantial permanent change is made to a recognized job description and shall follow the process outlined above [21.03 (b) and (c)].
 - (ii) The Union or an employee may initiate a review of any recognized job description , if the Union or the employee believes a substantial permanent change has thereafter occurred in the job, which warrants an increased wage rate.
 - (iii) When the duties of any job change on a substantial and permanent basis or a new bargaining unit position is established, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree to the rate of pay for the job in question such dispute shall be submitted to arbitration for determination.
 - (iv) The jurisdiction of the arbitrator in such cases shall be limited to establishing the applicable wage rate based solely upon internal relativity within the parameters of the existing wage curve. This notwithstanding, when the arbitrator believes that the rate for the job must reasonably exceed the highest rate in the existing wage curve, the arbitrator may award the higher rate provided that internal relativity remains the primary consideration in so doing.
 - (v) The new rate shall become retroactive to the time the new position was first filled by the employee, or the date of change in job duties in the case of substantially changed jobs, to a maximum of three (3) months retroactivity.

21.04 Pay

Regular pay day shall be alternate Fridays.

21.05 Travel Allowance

- (a) When employees are required to use their own automobile for the Employer's business, compensation shall be seventy cents (\$0.70) per km. or the rate paid to qathet Regional District Directors, whichever is greater. When the Employer requests that an employee use their personal vehicle for Employer business, the employee shall be reimbursed the difference in cost for their vehicle insurance to ensure that the vehicle is properly insured for the Employer business use of the vehicle.
- (b) An employee who is required to travel by ferry on the Employer's business shall be provided with Experience Cards whenever possible, or reimbursed the cost of a return ferry ticket.
- (c) The Employer agrees to reimburse any employee for the difference in their insurance premiums to insure the vehicle for business use should the Employer request that the employee use their own vehicle for the Employer's business.
- (d) Employees required to haul equipment and supplies in their personal vehicles shall receive an additional allowance equivalent to the Caretaker II vehicle allowance prorated on a daily basis.
- (e) During periods when personal vehicles are required to be used on the Employer's business by the Caretaker II position, a vehicle allowance of eight-five dollars (\$85.00) per week shall be paid to the Shelter Point and Haywire Bay Caretaker II. During the off season (Sept 16 – Apr 14) the allowance will for forty dollars (\$40.00) per month (Shelter Point Caretaker only).

21.06 Education Allowance

The Employer shall pay the cost of an academic or technical course required by the Employer.

21.07 Meal Allowances and Incidentals

Employees authorized to travel out of town for education, training or meetings shall be entitled to meal allowances and incidental rates paid to exempt staff as per the Policy.

21.08 Communications Allowance

- (a) Where accommodations are being supplied as part of an employee position (e.g., Shelter Point Park Caretaker, Haywire Bay Park Caretaker and Texada Island Airport/Facilities Caretaker), and where infrastructure is accessible, the Employer will pay for the following:
 - (i) Internet connection and access up to the prescribed data allocation or plan. Any overage charges incurred to the data allocation or plan as a result of personal use will be at the expense of the employee.
 - (ii) Land line telephone service charges. The employee will be responsible for any personal long distance phone charges.
- (b) If a cell phone is allocated to an employee, any overage charges incurred to the data allocation or plan as a result of personal use will be at the expense of the employee.

ARTICLE 22 – EMPLOYEE BENEFITS

22.01 Medical Insurance

The Employer agrees to pay one hundred percent (100%) of the premium of the B.C. Medical Plan for its employees and the Extended Health Benefits Plan.

The Extended Health Benefits Plan shall include but is not limited to:

- (a) Vision Care Vision Care to a maximum benefit of six hundred dollars (\$600.00) per family member in a two (2) year period and seventy-five dollars (\$75.00) for eye exams every two (2) year period.

22.02 Weekly Indemnity

Full-time employees shall receive Weekly Indemnity from the first (1st) day for accident or hospitalization and from the fourth (4th) day for illness at a rate of seventy percent (70%) of gross weekly wages per week for a period of up to twenty-six (26) weeks. The Employer shall pay one hundred percent (100%) of the premium for Weekly Indemnity.

22.03 Group Life Insurance

The Employer shall pay one hundred percent (100%) of the premium for Group Life Insurance Policy on behalf of all employees who have completed their probationary period in accordance with Article 1 of the Agreement on behalf of all eligible employees.

22.04 Dental Plan

The Employer agrees to contribute one-hundred percent (100%) of the monthly premium for all employees. The Dental Plan is to include orthodontic work.

- Orthodontics up to a maximum of \$3,500.00/person/lifetime (80%).
- Dependents shall be up to age 21 and unmarried children up to age 25 if they are in full-time attendance at a recognized educational institute.

22.05 Accidental Death and Dismemberment Plan

The Employer agrees to pay one hundred percent (100%) of the monthly premiums for all employees.

22.06 Long Term Disability

The Employer agrees to pay one hundred percent (100%) of the monthly premium for all employees.

22.07 Municipal Pension Plan (MPP)

- (a) Full-time eligible employees shall be enrolled in the Municipal Pension Plan upon permanent appointment or upon completion of twelve (12) months of service, whichever is earlier.
- (b) Part-time and Temporary employees who are eligible will be enrolled in the Municipal Pension Plan.

22.08 Change in Carrier

The Employer shall not change the level of benefits without agreement of the Union.

22.09 Part-time and Temporary Employee Benefit Premiums

The Employer agrees to pay a share of the monthly premium costs for Part-time and Temporary employees who are eligible for benefits under Article 22, as described in Article 1 (Definitions) and this share shall be prorated based on the number of hours the employees regularly work relative to a Full-time work week of thirty-five (35) hours for inside employees and forty (40) hours for outside employees.

ARTICLE 23 – SAFETY AND HEALTH

23.01 Pay for Injured Employees

- (a) An employee who is injured during working hours and is required to leave for treatment or is sent home, shall receive payment for the remainder of the day in which they are injured PROVIDED that they complete the WorkSafeBC report on the injury.
- (b) An employee who meets the criteria of 23.01 (a) above, shall have one hundred percent (100%) of all their benefit premiums paid for by the Employer while they are on a WorkSafeBC claim, receiving wage loss benefits.

23.02 Health & Safety Legislation

The *Workers' Compensation Act* and the Occupational Health & Safety Regulation shall apply at all times.

23.03 Joint Health and Safety Committee (JHSC)

The qRD shall maintain a Joint Health & Safety Committee that meets the requirements of the *Workers' Compensation Act* and the Occupational Health and Safety Regulations.

The Union shall appoint worker representatives to the qRD JHSC in equitable proportion to their relative numbers and relative risks to health and safety. The Union shall confirm its appointments annually, in writing, to the qRD.

When a Union worker representative is required, the qRD shall make a request in writing to the CUPE 798 Unit Chair, carbon copy the president, that the Union appoint someone. If the Union does not appoint someone within sixty (60) days, the qRD will appoint someone.

Minutes and recommendations from these meetings shall be made available within five (5) working days of each meeting.

The Employer shall provide the Joint Health & Safety Committee with the details of every work-related incident (including accidents, injuries, illnesses, near misses and hazards), monthly, at minimum, at the JHSC meeting.

The Employer shall notify the JHSC of all WorkSafeBC-reportable incidents as per *Workers' Compensation Act* as soon as reasonably practicable, and provide JHSC members the opportunity to participate in the investigation which must be completed within forty-eight (48) hours of the occurrence of the incident.

Employees shall not lose pay for time spent in Health and Safety meetings away from regular working hours but shall not be paid if the employee was not working on the day the meeting was held or for overtime.

23.04 Refusal of Unsafe Work

Sections of Occupational Health and Safety Regulations, with respect to refusal of unsafe work, are to be considered part of the Collective Agreement.

23.05 Violence in the Workplace

The Employer will maintain a Violence Prevention Policy and Program that meets the requirements of the Occupational Health and Safety Regulations.

23.06 Workplace Bullying and Harassment

The Employer will maintain a Bullying and Harassment Policy and Program that meets the requirements of the *Workers' Compensation Act*, and the corresponding workplace bullying and harassment policies.

23.07 Pay on WorkSafeBC

An employee who is absent as a result of an accident covered by WorkSafeBC shall be compensated as follows:

- (a) Payroll will advance the employee ninety percent (90%) of their average net pay with no deductions of tax, CPP or EI. Any wage loss replacement payments from WorkSafeBC received by the employee shall be turned over to the Employer as reimbursement up to the amount that the Employer is paying out. This time shall be considered continuous service.
- (b) The employee shall be responsible for reimbursing the Employer in the event their WorkSafeBC claim is subsequently denied. Reimbursement shall be made through the following methods:
 - (i) The employee, may direct the Employer to use vacation bank, overtime bank or other banked earnings; or,
 - (ii) The employee will pay to the Employer a lump sum payment; or,
 - (iii) The Employer and employee will agree to a reasonable repayment schedule which will not create a financial hardship for the employee.

- (c) Should the WorkSafeBC method of calculating compensation change during the term of the Collective Agreement, this Article shall be revisited and amended as necessary through a letter of understanding.

ARTICLE 24 – SUBCONTRACTING

24.01 Contracting Out

The Employer agrees not to contract out any work presently performed by employees covered by this Agreement, which would result in the laying off of such employees.

ARTICLE 25 – UNIFORM AND CLOTHING ALLOWANCE

25.01 Protective Clothing

- (a) Full time outside employees shall be given a protective clothing allowance of four hundred dollars (\$400.00) per year, paid out in January or with the employee's first pay cheque.
- (b) Park Caretakers and Part-time outside employees shall be given a prorated protective clothing allowance as outlined in 25.01 (a). The amount of the allowance will be prorated so that the employee receives a proportion of the Full-time allowance, calculated based on their scheduled working hours relative to a Full-time employee. The allowance will be paid with the employee's first pay cheque.

25.02 Smocks

Smocks shall be provided for the use of employees when operating potentially dirty office machinery.

ARTICLE 26 – BULLETIN BOARDS

26.01 Bulletin Boards

Bulletin Boards shall be supplied by the Employer as required. The Employer, in co-operation with the Union, shall determine the location for the bulletin boards.

ARTICLE 27 – GENERAL

27.01 Plural or Feminine Terms May Apply

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

27.02 Supervisor or Personnel Officer

Whenever reference is made in this Collective Agreement to “Supervisor” or “Personnel Officer”, it is considered that in their absence their delegates shall possess the same power and authority to act on their behalf.

27.03 Employee and Family Assistance Program (EFAP)

The Employer agrees to provide a mutually agreeable employee and Family Assistance Program (EFAP). The Union agrees to assign any Employment Insurance premium reduction rebate to the Employer to assist in funding the EFAP.

27.04 Correspondence

- (a) All correspondence between the Employer and the Union relating to matters covered by this Agreement shall be sent to the President of the Union or designate.
- (b) A copy of any correspondence between Employer and an employee relating to matters covered by this Agreement shall be forward to the President of the Union or designate.

ARTICLE 28 – TERM OF AGREEMENT

28.01 Duration

The terms and conditions of this Agreement shall be binding and remain in full force and effect from January 1st, 2024, to December 31st, 2026, and shall continue from year to year thereafter until a new Agreement is reached as provided for in the Statutes of the Province of British Columbia.

IN WITNESS WHEREOF the Corporate Seal of the qathet Regional District has been hereunto affixed, attested by the hands of its proper Officers in that behalf and has been executed by the duly authorized Officers of the Union, the day and year first above written.

qathet Regional District

Canadian Union of Public Employees,
Local No. 798

Clay Brander

Clay Brander (Feb 6, 2026 12:52:56 PST)

Clayton Brander
Board Chair

Ray Dubé

Ray Dubé (Feb 18, 2026 13:01:25 PST)

Ray Dubé
Local President

Al Radke

Al Radke (Feb 6, 2026 14:06:07 PST)

Al Radke
Chief Administrative Officer

Cheryl Morrison

Cheryl Morrison (Feb 8, 2026 16:50:34 PST)

Cheryl Morrison
Unit Chair

Date: February 6th, 2026

WAGE SCHEDULE

HOURLY RATES

Classifications	Jan. 1 2024	Jan. 1 2025	Jan. 1 2026
	3.9%	3.0%	2% or CPI*
Planner	46.04	47.42	48.42
Parks & Properties Foreman	47.76	49.19	50.22
Parks & Properties Supervisor	43.54	44.85	45.79
Information Services Coordinator	46.04	47.42	48.42
Secretary	35.44	36.50	37.27
Receptionist/Clerk	29.62	30.51	31.15
Clerical Assistant	26.55	27.35	27.92
Office Clerk	32.83	33.81	34.52
Accountant	49.60	51.09	52.16
Records Clerk	35.44	36.50	37.27
GIS Survey Technician	41.01	42.24	43.13
Lead GIS Technologist	46.90	48.31	49.32
Accounting Clerk I	32.83	33.81	34.52
Accounting Clerk II	35.44	36.50	37.27
Accounting Clerk III	37.38	38.50	39.31
Public Works Labourer	33.49	34.49	35.21
Labourer	29.88	30.78	31.43
Park Caretaker I: Per mo. Jan-Dec			-
Craig Park	1,120.50	1,154.25	1,178.63
Palm Beach Park	647.50	667.00	681.09
Park Caretaker II: Per mo. Seasonal			-
Haywire Bay & Shelter Point			
July & August	8,043.70	8,285.98	8,460.96
Other	5,175.22	5,331.10	5,443.68
Texada Airport & Facilities Caretaker	31.83	32.78	33.47
NEW Positions:			-
Scale House Attendant	31.91	32.87	33.56
Waste Diversion Supervisor	43.02	44.31	45.24

*Rate for 2026 will be 2.00% or CPI, whichever is greater. CPI shall be defined by the 12-month average percentage change in the British Columbia Consumer Price Index, as published by Statistics Canada for the period ending December 31 of the previous calendar year.

The Employer agrees to pay for resident utilities.

Resident Tenant Insurance Differential: any additional cost incurred for tenant insurance resulting from the Caretaker's quarters being attached to the Shelter Point Park concession facility.

Extra Work Assignments – Salaried Employees

When the Employer assigns extra work to salaried employees during the off-season or for special projects, employees shall be compensated for on the basis of the hours worked at the Labourer I rate. During these extra work assignments, employees may be requested to submit detailed time sheets recording the activities engaged in and the time worked, each pay period for payment.

Monthly Calculator Rates for the Park Caretaker Positions:

Shall be based on the Labourer 1 hourly rate applied to the number of hours per month as shown below:

Caretaker I

Craig Park
 Annual hours 450
 Average hours per month 37.5

Palm Beach Park
 Annual hours 260
 Average hours per month 21.67

Caretaker II

Assume 4.33 weeks per month

	Weeks/ Month	Total Weeks	Hours/ Week	Total Hours	Lab 1 Rate	Monthly Rate
Per month except July & August	4.33		40	173.2	*31.43	*5444
July & August	4.33		40	173.2	*31.43	*5444
Plus relief coverage 2 days/wk.		4.5	16	72.0	*31.43	*2263
Plus allowance for Stat. Holidays (2 days/month @1.5)				24.0	*31.43	*754
					Total	*8461

***EXAMPLE USING 2026 RATES**

The annual hours shown above shall remain in effect until amended by the Employer. Monthly rates to be rounded to the nearest dollar.

LETTER OF UNDERSTANDING #1

BETWEEN THE:

qathet REGIONAL DISTRICT
(Employer)

AND THE:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 798
(Union)

“WITHOUT PREJUDICE”

RE: ONSITE PARK CARETAKERS – RESTRICTION FROM HAVING PETS

Due to concerns raised regarding unattended pets at Regional District parks, onsite park caretakers must receive permission from the Regional District to keep pets onsite.

Signed on the 6th day of February, 2026.

IN WITNESS WHEREOF the Corporate Seal of the qathet Regional District has been hereunto affixed, attested by the hands of its proper Officers in that behalf and has been executed by the duly authorized Officers of the Union, the day and year first above written.

qathet Regional District

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Clay Brander (Feb 6, 2026 12:52:56 PST)

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Al Radke (Feb 6, 2026 14:06:07 PST)

Al Radke
Chief Administrative Officer

Cheryl Morrison

Cheryl Morrison (Feb 8, 2026 16:56:34 PST)

Cheryl Morrison
Unit Chair

LETTER OF UNDERSTANDING #2

BETWEEN THE:

qathet REGIONAL DISTRICT
(Employer)

AND THE:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 798
(Union)

“WITHOUT PREJUDICE”

RE: SHELTER POINT CARETAKER

The Shelter Point Caretaker shall remain a contractor position for the term of the Collective Agreement and shall be reviewed in the next negotiation. Either party may bring this time to Labour Management during the term of the Agreement, and changes can be made to this LOU by mutual written agreement through a letter of understanding

Signed on the 6th day of February, 2026.

IN WITNESS WHEREOF the Corporate Seal of the qathet Regional District has been hereunto affixed, attested by the hands of its proper Officers in that behalf and has been executed by the duly authorized Officers of the Union, the day and year first above written.

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Cheryl Morrison (Feb 8, 2026 16:50:34 PST)

Cheryl Morrison
Unit Chair

LETTER OF UNDERSTANDING #3

BETWEEN THE

qathet REGIONAL DISTRICT
(Employer)

AND THE

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 798
(Union)

“WITHOUT PREJUDICE”

**RE: CONTINUOUS SERVICE FOR MATERNITY OR PATERNITY LEAVE AND
CALCULATION OF VACATION ENTITLEMENT THEREOF**

WHEREAS the Union and the Employer are parties to a Collective Agreement; and

WHEREAS Article 18.01 of the Collective Agreement relates to Vacation Entitlement;
and

WHEREAS the Union and the Employer wish to clarify the intent and operation of
Vacation Entitlement while on Maternity or Parental Leave.

NOW THEREFORE the parties hereby agree to the following:

1. The Collective Agreement treats maternity and parental leave as continuous service for the purposes of vacation entitlement provided under the Collective Agreement, pursuant to Article 18.01 (b) 2.
2. Vacation entitlement under Article 18.02 is calculated on a percent of gross earnings. However, in the event of a maternity or parental leave, there are portions of a calendar year where the gross earnings are zero dollars (\$0.00).
3. It is agreed that during maternity or parental leaves vacation pay will be calculated based on the hourly wage rate that the employee would have been entitled to had the maternity or paternity leave not been taken, and with hours per week based on the average number of hours worked per week over the fifty-two (52) week period preceding the leave up to a combined total of fifty-two (52) weeks, and excluding statutory holidays providing:
 - (a) the employee holds an established position under Article 1.02 or 1.03;

(b) the employee returns to work for a period of not less than six (6) months following the expiration of the subsequent maternity or parental leave; and

(c) the employee has not received parental allowance in the last twelve (12) months.

4. Vacation earned pursuant to this Letter of Understanding must be used within fifty-two (52) weeks of the leave ending, or be paid out, at the employee's option.
5. The employee must provide the qathet Regional District a minimum of two (2) weeks' notice of their intention not to return to work following a Parental Leave.
6. Should the employee not return to work, the employee is responsible for repaying vacation received for the duration of the leave.

Signed on the 6th day of February, 2026.

IN WITNESS WHEREOF the Corporate Seal of the qathet Regional District has been hereunto affixed, attested by the hands of its proper Officers on its behalf and has been executed by the duly authorized Officers of the Union, the day and year first above written.

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Cheryl Morrison
Unit Chair

LETTER OF UNDERSTANDING #4

BETWEEN THE

qathet REGIONAL DISTRICT
(Employer)

AND THE

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 798
(Union)

“WITHOUT PREJUDICE”

RE: FLEXIBLE WORK ARRANGEMENT

In order to provide to employees the ability to modify their work schedules from provisions as set out in the Collective Agreement, the Union and the Employer may agree to flexible work arrangements mutually in writing.

Signed on the 6th day of February, 2026.

IN WITNESS WHEREOF the Corporate Seal of the qathet Regional District has been hereunto affixed, attested by the hands of its proper Officers on its behalf and has been executed by the duly authorized Officers of the Union, the day and year first above written.

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Cheryl Morrison
Unit Chair

LETTER OF UNDERSTANDING #5

BETWEEN THE

qathet REGIONAL DISTRICT
(Employer)

AND THE

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 798
(Union)

“WITHOUT PREJUDICE”

**RE: STATUS AND MODIFICATION OF JOB POSITIONS PURSUANT TO THE
COLLECTIVE AGREEMENT**

This Letter of Understanding (“LOU”) is entered into by and between the Employer and the Union, herein collectively referred to as “the Parties.” This LOU formally sets forth the understanding and agreement concerning changes to specific job positions within the framework of the existing Collective Agreement (“Agreement”):

1. Haywire Bay Caretaker Position:

The Parties agree that the Haywire Bay Caretaker position shall be converted to a contractor position for the duration of the current Agreement. A review of this position is scheduled to occur in the next negotiation period. While the Haywire Bay Caretaker position is converted to a contractor position, the following shall occur:

(a) Conversion of Seasonal Operational Services Labourer Position:

The position of Seasonal Operational Services Labourer has been officially converted to a year-round Full-time position. A review of this position is scheduled to occur in the next negotiation period.

(b) Establishment of Year-Round, Part-time Position at Resource Recovery Centre:

A new year-round, Part-time position is hereby established at the Resource Recovery Centre. A review of this position is scheduled to occur in the next negotiation period.

The terms of this LOU may be modified by mutual, written consent of both Parties, executed through an additional letter of understanding.

Signed on the 6th day of February, 2026.

IN WITNESS WHEREOF the Corporate Seal of the qathet Regional District has been hereunto affixed, attested by the hands of its proper Officers on its behalf and has been executed by the duly authorized Officers of the Union, the day and year first above written.

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Cheryl Morrison
Unit Chair

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