

DISTRICT OF ELKFORD

AND

CUPE LOCAL 3004

COLLECTIVE AGREEMENT

March 1, 2025 to February 29, 2028

DISTRICT OF ELKFORD / CUPE LOCAL 3004
COLLECTIVE AGREEMENT
EFFECTIVE MARCH 1, 2025 to FEBRUARY 29, 2028

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DEFINITIONS

A. Permanent Employees

1. Permanent Full-Time Employees

A permanent full-time employee is a permanent employee who works regularly scheduled full-time shifts of either eight (8) hours (Schedule "A and C") or seven (7) hours (Schedule "B") as the case may be. These employees accumulate seniority and are entitled to all benefits outlined in this Agreement.

2. Permanent Part-Time Employees

A permanent part-time employee is a permanent employee who works less than a full-time employee and whose employment is expected to be continuous. These employees are entitled to all benefits outlined in this Agreement, except as otherwise specified.

B. Non-Permanent Employees

Temporary, casual and/or student employees will not be hired to diminish the status of permanent employees or to lessen the opportunities of providing permanent jobs.

1. Temporary Employees

A temporary employee is a person employed for a specified or indefinite term not to exceed six (6) months, excluding temporary employees hired to cover a maternity and/or parental leave. Such employees are covered by the provisions of this Agreement, except as specified otherwise in this Agreement.

2. Casual Employees

A casual employee is a person employed on a day-to-day basis. Such employees are covered by the provisions of this Agreement, except as specified otherwise.

3. Student Employees

The Parties agree that the District will be allowed to hire no more than a total of twelve student employees combined for subsection 3 a) and 3 b) annually. These Student employees may only be employed between May 1st and September 1st of each year. The Parties also agree that all permanent employees must be either working or on an approved leave of absence and all vacancies must be filled or in the process of being filled prior to the hiring of any student.

(a) High School Student Employees

A student 18 years of age or younger attending or having just graduated from high school, and is employed as a temporary or a casual. Such employees are covered by the provisions of this Agreement, except as specified otherwise.

(b) Post-Secondary Student Employees

A student 18 years of age or older having attended a post-secondary school the previous school year, is returning to a post-secondary school in the next school year and is employed as a temporary or casual. Such employees are covered by the provisions of this Agreement, except as specified otherwise.

4. Student - Rink Attendant

A student 18 years of age or younger attending high school and is employed as a temporary or a casual employee at the Recreation Centre. Such employees are covered by the provisions of the Agreement, except as specified otherwise.

C. "Days"

Whenever the word "days" is used under Article 5 and 10, with reference to length of time, it shall mean "working days" exclusive of Saturdays, Sundays and statutory holidays.

D. "Week"

The work week shall be the period between 12:00 am Sunday and 11:59 pm the succeeding Saturday. **This will follow the pay schedule.

E. "Month or Calendar Month"

Month or Calendar Month shall be a period of time between the first day and the last day (inclusive) of each calendar month.

F. "Calendar Year"

Calendar Year shall be the period of time between January 1st and December 31st (inclusive) of any year.

G. "Service Date"

Service Date shall be the first day of permanent employment with the Employer.

ARTICLE 1 - RECOGNITION OF THE UNION

Section 1

- 1.01 The Employer recognizes the Union as the exclusive bargaining agency for the purpose of conducting collective bargaining on all matters pertaining to rates of pay, hours of work and all other working conditions, as long as the Union retains the right to conduct collective bargaining on behalf of the employees of the Employer under the provisions of the Labour Relations Code. The Union shall exercise its rights in a fair and reasonable manner.

All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass between the Chief Administrative Officer (or designate) and the Recording Secretary of the Union. Such correspondence shall exclude any monetary amount awarded in settlements.

Within one business day a copy of any correspondence between the Employer and any employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this Agreement, shall be forwarded to the Secretary of the Union (or designate).

Section 2 - Union Security

- 1.02 All employees of the Employer who are Union members as a condition of continued employment shall remain members in good standing of the Union according to the constitution and bylaws of the Union. All new employees shall, as a condition of continued employment, become and remain members in good standing in the Union within thirty (30) days of employment. The Union will hold the Employer blameless for any necessary action under this Clause.

Section 3 - No Discrimination/Harassment

- 1.03 The Employer agrees that there shall be no intimidation or discrimination against any employee by reason of activities as a member of the Union and the Union agrees that there shall be no intimidation or discrimination on its part against any employee of the Employer.

(a) The parties hereto subscribe to the principles of the Human Rights Code of British Columbia. The Employer and the Union agree that there shall be no discrimination with respect to an employee's employment by reason of Indigenous identity, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, age, criminal or summary conviction that is unrelated to the employment of that person, nor by reasons of his membership or activity in the Union.

(b) Harassment Defined

The Union and the Employer recognize the right of employees to work in an environment free from sexual and personal harassment. The Employer shall take such actions as are necessary respecting an employee or an Employer representative engaging in sexual or personal harassment.

- (c) Sexual harassment shall be defined as any sexually oriented practice that undermines an employee's health or job practice or endangers an employee's employment status or potential.

Personal harassment shall be defined as intentionally offensive comments or actions deliberately designed to demean and/or belittle an individual or cause personal humiliation.

Section 4 - Strikes Lockouts and Picketing

- 1.04 There shall be no strikes or lockouts during the term of this Agreement in accordance with the Labour Relations Code.

Employees who are lawfully on strike or lawfully locked out, or who, as a matter of conscience, choose not to cross a legal picket line as provided by the Labour Relations Code of British Columbia shall not be subject to disciplinary action by the District. However, such employees shall forfeit their salary and applicable benefits for the period during which they are absent from duty. Applicable benefit(s) coverage shall be continued for a benefited employee provided the Union agrees to remit the full premium costs to the District for such benefit continuation.

Section 5 - Managerial Exclusions

- 1.05 The following positions shall be excluded from the bargaining unit:

• Chief Administrative Officer	• Director of Corporate Services
• Director of Financial Services	• Administrative Assistant or Assistant Corporate Officer
• Director of Fire Rescue and Emergency Services	• Deputy Director of Corporate Services
• Manager of Public Works	• Director of Community and Facility Services
• Building Inspector/Bylaw Enforcement Officer	• Director of Engineering and Public Works
• Director of Planning and Development Services	• Deputy Director of Fire Rescue and Emergency Services
• Manager of Financial Services	• Manager of Community and Facility Services
• Communication Officer	

- 1.06 No employee who is excluded from the bargaining unit shall perform any work normally performed by an employee in the bargaining unit except in the case of an emergency or when qualified employees within the bargaining unit are not available or refuse to work. The use and extent of use of volunteers shall be subject to mutual agreement between the Union and the Employer.

Section 6 - Union Check-off and Induction

- 1.07 The Employer agrees to the monthly check-off of all Union Dues, assessments, initiation fees and written assignments of amounts equal to the Union Dues.
- 1.08 The Employer shall, during the life of the Agreement, deduct as a condition of employment a sum equivalent to dues as set by the Union from the pay due each pay period to each employee and remit the same to the Financial Secretary of the Union in the month following in which such deductions are made. Each employee shall provide, as a condition of employment, a signed written Assignment of Dues to the Union, substantially in the form contained in Section 16 of the Labour Relations Code.
- 1.09 The Employer will at the time of making such remittances enclose a list of such employees from whose pay cheque such deductions are made and the amount deducted from each.
- 1.10 The Employer agrees to acquaint new employees with the fact that a Collective Agreement between the Parties is in effect and with the conditions of employment and providing the new employee an opportunity to meet with a Union Steward or Officer shortly after employment has commenced.

Section 7 - Union Representation

- 1.11 (a) The Employer agrees that the Union shall have the right to appoint or elect a Union Steward from each department of the Employer, but the number of Union Stewards shall at no time exceed four (4) in total.
- (b) An employee shall have the right to have a Union Steward or Union Officer and/or a CUPE National Representative present at any meeting, or investigation with a District representative or investigator which may result in discipline or any meeting during which an employee will be disciplined. Twenty-four (24) hours Prior to the meeting the District will advise the employee and/or a Union Officer of the content and/or topic of what will be discussed and their right to Union representation.
- 1.12 The Union will provide the Employer with a list of names of its Officers and Stewards and of any changes to the list.

Section 8 - No Other Agreements

- 1.13 No employee shall be required or permitted to make a written or verbal agreement with the Employer or his representatives that may conflict with the terms of this Collective Agreement.

Section 9 - Access to Personnel File

- 1.14 Employees shall have the right, by appointment, to have access to and review their personnel file and shall have the right to respond in writing to any document contained therein, with the reply becoming part of the permanent record. No contents from the employee's file may be introduced as evidence in any hearing, of which the employee was not aware at the time of filing. If the employee requests a copy of their file the District will provide it for pick-up by the Employee within seven (7) business days at no cost to the employee.
- Material of an adverse or disciplinary nature, excluding offences of a violent, harassment, discriminative nature or a safety violation shall be removed from the employee's personnel file after twenty-four (24) months providing there has been no material or discipline of a similar nature added during that period.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Subject to the provisions of this Agreement, the Union acknowledges that the Employer has and retains the sole right and responsibility to manage its business as it sees fit, including but not limited to the following:

- (a) To plan, direct and control, its operations, to schedule activities to determine the methods, processes and means of production or other work, to contract and sub-contract work, provided that the jobs of the present employees of the Employer are not affected, to determine the location of facilities and the extent to which any part thereof shall be operated. However, in contracting work the Employer agrees to discuss with the Union before contract is let.
- (b) To hire, promote, demote, discipline, classify, transfer, assign, reassign and lay off employees for just cause, subject to the terms and conditions of this Agreement.
- (c) To direct the working force, including the right to decide on the number of employees needed by the Employer or the number of employees assigned to any task, to organize the work, to assign the work, to schedule shifts, to maintain order, and efficiency in the operations.
- (d) The selection of supervisors shall be entirely a matter for the Employer's discretion.
- (e) To make and to alter from time to time rules and regulations to be observed by all employees, which rules and regulation shall not be inconsistent with the provisions of this Agreement.

2.02 It is expressly understood that all rights not specifically covered by this Agreement shall remain the rights of the Employer and nothing in this Agreement shall be construed as limiting the regular and usual rights of the Employer.

2.03 The Employer has the right subject to the other provisions of this Agreement to decide how and by whom any work is to be performed. However, in the exercise of this right, the Employer will not contract out work that results in the lay-off of any permanent employee or a reduction in the regular hours of work of any permanent full-time employee.

2.04 Use of District Staff

The Employer further agrees that if it has available qualified employees, possesses and has available equipment and services necessary to accomplish the work, the nature of which is normal and routine normally performed by its employees, it will be carried out by employees covered by this Agreement. The Employer has the right to hire casual employees in case of an emergency after calling out all permanent employees and notifying the Union.

2.05 The Employer shall exercise its management rights in a fair and reasonable manner.

ARTICLE 3 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES

3.01 The purpose of the following provisions are to preserve job security and stabilize employment and to protect as many permanent employees as possible from loss of employment as a result of technological change.

3.02 Notification of Changes

Sixty (60) days before the proposed introduction of any technological change affecting one (1) or more employees, as defined by the Labour Relations Code, the Employer shall notify the Union of the proposed technological change.

3.03 Technological Displacement

During the term of this Agreement any disputes arising in relation to adjustment to technological change shall be discussed between the bargaining representatives of the two (2) Parties to this Collective Agreement.

3.04 Training Programs

The Employer, may, instead of laying off any employee due to technological change, retrain the employee for another position for such period of time as reasonably appropriate. The Employer will assume the cost of such retraining.

After the period of training, the employee shall have sixty (60) days to adapt fully to the new position. Should the employee not adapt in the management's opinion, to the new position, the employee may be laid off or the employee may choose to accept severance pursuant to Article 3.06.

3.05 If any employee, displaced by technological change, is retrained or takes another position with the Employer, the employee shall remain in the previous rate, until such time as the rate of pay of the new job increases, if any, with a renegotiated agreement unless such position is of a greater rate.

3.06 Severance Pay

No permanent employee shall be laid off because of technological change except upon two (2) week's notice, pay included, for each year of service, with a maximum of six (6) weeks, during which time the employee will be allowed up to ten (10) hours per week with pay, for the purpose of job interviews. Not less than two (2) days prior to the expiration of the aforesaid period of notice, the employee shall inform the Employer if the employee elects to receive severance pay as herein provided or wishes to be laid off in accordance with Article 6.

3.07 If the employee elects to receive severance pay, the employee shall lose seniority in accordance with Article 7 of this Agreement and in the event the employee is rehired by the Employer at a later date, shall not again be entitled to severance pay as provided for in this Article.

- 3.08 The amount of severance pay entitlement to an employee pursuant to this Article shall be as follows:

One (1) month's pay at regular rates for each three (3) full years of service completed by the employee provided however, that the severance pay shall not be less than one (1) month's pay or more than six (6) month's pay.

- 3.09 Notwithstanding anything contained elsewhere in this Agreement, any employee laid off two (2) months or more, prior to the proposed introduction of a technological change, shall be deemed not to be affected by the technological change and therefore will not be eligible to any entitlements as described in this Article.

ARTICLE 4 - DISCUSSION OF DIFFERENCES

Section 1 - Committee on Labour Relations/Grievances

- 4.01 The Employer shall appoint and maintain a committee to be called the "Committee on Labour Relations/Grievances" comprising of members of the District or its representatives. The Employer shall inform the Union of the individual membership of the Committee.

Section 2 - Union General Grievance Committee

- 4.02 The Union shall appoint and maintain a committee to be called the "General Grievance Committee" comprising of persons who are employees of the Employer and who may be assisted by representatives of the Canadian Union of Public Employees. The Union shall inform the Employer of the individual membership of the Committee.

Section 3 - Grievance Investigations and Meetings

- 4.03 The Employer agrees to grant time off without loss of pay during any working day to officers/stewards of the Union in order to investigate and settle grievances, and to attend scheduled meetings with representatives of management of the Employer, provided that not less than four (4) hours notice be given to the immediate supervisor by the Officer(s)/ Steward(s) of the Union so requesting the time off.

ARTICLE 5 - GRIEVANCE / ARBITRATION PROCEDURE

- 5.01 The Parties agree that it is desirable that any complaints or grievances should be settled as quickly as possible. Employees are therefore urged to try to settle their complaints with their immediate supervisor as soon after they arise as possible.
- 5.02 Differences arising between the Parties concerning the interpretation, application, operation or any alleged violation of this Agreement, including any question as to whether any matter is arbitrable shall be settled without stoppage of work in the following manner.

5.03 (a) STEP I

Within ten (10) days after the alleged grievance has arisen or within ten (10) days from the time the employee(s) should reasonably have known of the occurrence giving rise to the grievance, the employee(s) concerned, and/ or their Shop Steward/Union General Grievance Committee Member in attendance, shall present the grievance, in writing to the immediate exempt supervisor. Failing settlement within five (5) days, the grievance may proceed to STEP II, within ten (10) days.

(b) STEP II

The Union shall submit the grievance in writing to the Chief Administrative Officer. Within five (5) days after its submission to the Chief Administrative Officer, the employee(s) concerned, with a Union Steward and/or a Union Representative(s) as identified in 5.03 above, shall meet with the Chief Administrative Officer to discuss and endeavour to settle the grievance. Failing a satisfactory settlement at this stage, the grievance may be submitted to STEP III, within ten (10) days.

(c) STEP III

A meeting of the Committee on Labour Relations/Grievances of the Employer and the General Grievance Committee of the Union shall meet within five (5) days of a written request for such a meeting to discuss and endeavour to settle the grievance.

(d) Arbitration

Failing to reach a satisfactory settlement of the dispute within ten (10) days after such meeting has taken place, then the dispute may be referred to arbitration as provided in Article 5.06 or withdrawn on a without prejudice basis with respect to future matters. The Party advancing a grievance from Step III to Arbitration shall do so within thirty (30) days of the end of the period for Step III.

5.04 Policy Grievance

Any question of a general application or any dispute regarding the interpretation of or violation of this Agreement or a grievance by the Employer, shall be discussed by the Union President (or designate) and the Chief Administrative Officer in an attempt to settle the matter. Failing a satisfactory settlement within ten (10) days of its submission and/or discussion, the Employer and/or the Union shall have the right, upon giving five (5) days notice in writing to the other Party; refer the dispute to STEP III of the grievance procedure.

5.05 Time Limits

The time limits in this Article (Article 5 - Grievance Procedure) may be varied and/or extended only by mutual agreement between the Parties.

5.06 Arbitration Board

The dispute shall be submitted to a single Arbitrator. In the event the District and the Union are unable to agree upon selection of the Arbitrator then either Party may request that the Director of the Collective Agreement Arbitration Bureau appoint an Arbitrator. The decision of the Arbitrator with respect to the dispute shall be final and binding upon the parties, but in no event shall the Arbitrator have the power to alter, modify, or amend any part of this Agreement in any respect.

Throughout the grievance and arbitration procedure no grievance shall be deemed invalid by reason of defect in form, technical irregularity or procedural error excepting delay in relation to Article 5.03 (a) that has not otherwise been waived, and the Arbitrator have the power to relieve against such conditions on such terms as may be just and reasonable.

5.07 Expenses of Arbitration Board

Each Party shall share equally the expenses of the Arbitrator.

5.08 Special Officer

Where a difference arises between the Parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, administration, or violation any of the articles in this Agreement, including any question as to whether a matter is arbitrable during the term of the Collective Agreement, with a written agreement of the Union and the District, a Special Officer agreed to by the Parties may;

- a) investigate the difference; and
- b) define the issue in the difference; and
- c) make written award to resolve the difference within five (5) days of completing a) and b) above. The decision shall be final, binding and enforceable on all Parties. This decision shall be only with prejudice to the specific identifiable issue being investigated and carry no precedence on any other issue brought forward by the parties in the future.

ARTICLE 6 - LAY-OFF PROCEDURES

Section 1 - Reduction of Work Force

6.01 A lay-off is defined as a temporary or indefinite and involuntary

- i. cessation of active employment of an employee;
- or ii. reduction of hours of work of a full-time employee;
- or iii. reduction of twenty-five percent (25%) or more of regularly scheduled hours of a part-time employee, average to be measured over a one (1) month period.

Both Parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in reverse order of their bargaining unit-wide seniority, subject to qualifications and ability to perform the work of the classification.

Section 2 - Advance Notice of Lay-Off, Bumping

- 6.02 (a) The Employer shall give permanent employees who are to be laid off twenty (20) days notice (or pay in lieu) prior to the effective date of lay-off.

Any bumping rights must be exercised within seven (7) days of receipt of the notice of lay-off. An employee wishing to exercise the right to bump, must indicate at the time, the classifications into which the employee wishes to bump (in order of preference). A bump can only take place if the employee who bumps has the qualifications and ability to perform the work of the classification into which the employee is bumping. The right to bump shall include the right to bump to a higher rated position.

- (b) i) In case of a lay-off, a permanent employee who has completed their probationary period shall advise the Employer of the decision whether to go on the recall-to-employment list for a period of eighteen (18) months or to accept severance pay, subject to ii) below, based on the following formula:

Where the employee has completed their probationary period and up to the completion of a period of two (2) consecutive years, two (2) weeks' severance pay; plus one (1) additional weeks' severance pay for each subsequent completed year of employment up to a maximum of twenty-six (26) weeks' severance pay.

- ii) When the employee has chosen to go on the recall list, or within the first twelve (12) months of the recall period the employee may advise the Employer that the employee renounces recall rights and the employee shall thereupon be paid the severance pay and recall rights shall immediately end.

Section 3 - Recall Procedure

- 6.03 Subject to their ability to perform the work of the classification, employees shall be recalled in order of their seniority. The Employer shall notify the employee(s) by registered mail and shall give ten (10) days notice of the recall.

An employee who has exercised the right to bump shall be recalled to the classification from which the employee bumped, on the same terms and conditions as if the employee had been laid off.

Offers of casual or temporary employment to a laid-off employee with recall-to-employment rights shall not affect recall-to-employment rights whether the offer is accepted or not.

- 6.04 Laid off employee(s) failing to report for work of an ongoing nature within ten (10) days of the date of receipt of notification by registered mail, shall be considered to have abandoned their right to re-employment. Employee(s) required to give two (2) weeks' notice to another Employer shall be deemed to be in compliance with the ten (10) days provision.

Section 4 - No New Employees

- 6.05 No new employee(s) shall be hired, until those laid off employees have been given an opportunity to recall, subject to their ability to perform the work of the classification. Part time employees with recall hours or rights will be called for casual hours up to the average number of hours worked in the calendar year prior to lay-off, before a laid off employee is called for casual hours. Part-time employees will not be allowed to fill casual hours outside of their classification when there is a laid off employee willing and available to work the casual hours, subject to their ability to perform the work of the classification.

Section 5 - Grievances of Lay-off and Recalls

6.06 Grievances concerning lay-offs and recalls shall be initiated at Step II of the Grievance Procedure.

ARTICLE 7 - SENIORITY

Section 1 - Definition and Calculation of Seniority

7.01 Seniority is defined as the length of service in the bargaining unit and shall operate on a bargaining-unit-wide basis unless specified elsewhere in this Agreement.

(a) Permanent Employees

Following the probationary period, seniority shall commence from the service date of the employee and shall govern in all areas of this Agreement.

(b) Casual/Temporary Employees

On completion of ninety (90) calendar days worked in a twelve (12) month period, casual and temporary employees shall have such days in the twelve (12) month period accrued and considered as if seniority for the sole purpose of being considered for employment in a permanent position when applying for same. This shall not apply to a student employee or if twelve (12) months has passed without any days worked.

Section 2 - Seniority Lists

7.02 The Employer will keep a record showing seniority and the date upon which each employee's service commenced. An employee may request information relative to their own seniority. The President or Secretary of the Union will be supplied, on request, with the necessary information relative to the seniority and base rate of any employee or group of employees. The Employer shall post a seniority list every year and shall provide a copy to the Union.

Section 3 - Loss of Seniority

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

An employee shall lose seniority and be deemed to be no longer employed in the event the employee:

- (1) is discharged for just cause and is not reinstated.
- (2) resigns in writing and does not withdraw within three (3) days.
- (3) is absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- (4) fails to return to work within ten (10) calendar days following a recall after lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his/her current address.
- (5) is laid off for a period longer than eighteen (18) months.

- (6) accepts severance pay.
- (7) retires in accordance with the Pension (Municipal) Act.

ARTICLE 8 - JOB DESCRIPTION, POSTING, VACANCIES & APPOINTMENTS

Section 1 - Job Description

8.01 The classifications shall be as listed in Schedules A, B, and C.

If a new classification is established by the Employer, the rate and classification specifications will be established by the Employer and the Union will be advised.

The position can be filled following normal procedures. If the Union objects to the new rate, in writing, within thirty (30) days, the parties will meet to negotiate the rate. If the parties cannot agree on the new rate, the rate will be determined via expedited mediation / arbitration as outlined in the BC Labour Code. The parties agree that the Arbitration award will only be prejudicial to the Parties.

8.02 Reclassification

If an employee or Union believes that as a result of changes in duties, an employee no longer falls within the employee's classification, the employee or Union may apply for reclassification to another or to a new classification. The application will be considered by the Employer and a written response given within thirty (30) days and if the Union is not satisfied with the result, the Union may process the matter at Step II of the grievance procedure. Should no settlement be reached, at Step 3, the matter shall be determined via expedited mediation / arbitration as outlined in the BC Labour Code. The parties agree that the Arbitration award will only be prejudicial to the Parties. The arbitrator, in such a case, is limited to determining which of the existing classifications is appropriate or requiring the Employer to establish a new one which is appropriate. The reclassification and a rate of pay shall be retroactive to the date the employee first applied for the successful reclassification.

8.03 Changes in Classification

If an existing classification specification is altered by the Employer, the Union will be provided with the revised specifications together with the rate deemed appropriate by the Employer. If the Union objects to the new rate within thirty (30) days the procedure will be followed as outlined above for a new classification.

8.04 Elimination of Change of Classification

Existing classification, for which the Union is bargaining agent, shall not be eliminated without prior agreement with the Union.

Section 2 - Job Posting

8.05 (a) Prior to filling any vacancy or new position covered by this Agreement, the Employer shall post notice of such vacancy or new position at each Department's bulletin board for a minimum of five (5) working days. Each employee who applied for a position in response to a posting shall be notified of the result within fourteen (14) days of the closing date for applications.

- (b) Temporary vacancies expected to be more than four (4) weeks in duration shall be posted in accordance with the above. At the completion of a temporary posting, a permanent employee shall revert to the job classification and rate of pay which the employee held immediately prior to commencement of the temporary posting.

8.06 Information on Posting

- (a) A job posting shall contain the following information; classification, whether it is full-time, part-time, temporary, or casual, nature of position, qualifications, skills, knowledge and education required, current shift, current rate, term of the position if temporary, and the closing date for application to the position.
- (b)
 - i) The hours of work for all fulltime postings will be in accordance with Article 10.
 - ii) The hours of work for all part-time postings will be posted at a minimum of seven (7) or eight (8) hours per week depending on the classification of the posting.
 - iii) Casual postings will not include weekly hours minimums.
- (c) The Employer will ensure that all postings are open to all applicants and that qualifications are not established in a discriminatory manner.

8.07 No new employees shall be hired until a job posting has elapsed and present employees have had the opportunity to apply for such vacated or created positions. This shall not prevent the Employer from filling the position temporarily from within the bargaining unit during the procedure to fill the vacancy.

Section 3 - Probationary Period

8.08 From the date of hiring, employees shall be on probation to determine capability and suitability for the position and for employment with the Employer, as determined by the Employer, for a period of fifty (50) days worked. With the agreement of the parties the probationary period may be extended. During this period the employee is entitled to all rights and benefits including the grievance procedure, unless otherwise specified in this Agreement, and during this period the employee can be terminated at any time without notice, at the discretion of the Employer.

Section 4 - Appointment of Successful Applicant

- 8.09 (a) The Employer agrees that seniority shall be the determining factor in all appointments, with the exception of sections 2.01 (d) and 8.09 (b) or (c). Therefore, when making staff changes, appointment shall be made of the employee with the greatest seniority and having the required qualifications and ability to do the job.
- (b) Employees in the Operator/Maintenance classifications will progress through the classifications of the Operator 1, 2, 3 and Maintenance 1, 2, and 3 classifications, provided the employee possesses full knowledge, skill, ability and experience for the classification and has been performing satisfactorily in the classification and after holding their present classification level position for one year. The trial period (Step 1) does not apply to employees being promoted under this Article.

- (c) Employees in the Clerk classifications will progress through the classifications of the Municipal Clerk 1 and 2 classifications and Municipal Clerk 1 and 2 - CFS classifications, provided the employee possesses full knowledge, skill, ability and experience for the classification and has been performing satisfactorily in the classification and after holding their present classification level position for two years. The trial period (Step 1) does not apply to employees being promoted under this Article.

Section 5 - Trial Periods

- 8.10 (a) When an existing employee is the successful applicant to a position, the employee shall be placed on trial in the position, to prove their ability, for a period of forty (40) working days. Conditional on satisfactory performance and ability to do the job when evaluated by the Employer, the employee shall be considered permanent in the position upon completion of the trial period. In the event the employee is unable to perform the duties of the position satisfactorily or if the employee chooses to return, except in the case of bumping, the employee shall be returned to the employee's former position. With the agreement of the parties the trial period may be extended. Any other employee moved as a result of the appointment shall also be returned to their former position and anyone hired may be terminated without notice.
- (b) If the successful applicant is presently filling the position on a temporary basis, has been doing so for more than a period of forty (40) working days, and deemed by the employer to have been performing the full duties of the job, they will be deemed as having completed their trial period, if the employee waives their right to return to their former position.
- (c) The rate of pay for an employee during their trial period will be as follows:
- i. If an employee after their trial period will receive an increase in pay at Step 2 of the new classification, they will be paid either the Step 1 rate of their new classification, or remain at their present Step 2 rate of their old classification, whichever is greater, until the completion of the trial period.
 - ii. If an employee will receive a decrease in pay at Step 2, of the new classification, they will receive the Step 1 rate of their new classification until the completion of the trial period.

Section 6 - Transfers

- 8.11 No employee shall be transferred to a position either within or outside of the bargaining unit without their consent.
- 8.12 An employee may be temporarily transferred to a position both within and outside of the bargaining unit. When an employee accepts a transfer to a position, it will be confirmed with the employee in writing, copied to the Union, of the duration of the temporary transfer. If the transfer has the same rate of pay as the employee's former position, the employee shall remain at this pay level. If the new position is of a lower rate the employee will remain at their present rate. If the new position is at a higher rate the employee will receive that rate. If an employee is transferred to a position outside of the bargaining unit, they will receive no less than 15% more than their regular rate of pay.

- 8.13 In all cases of a transfer, both within and outside the bargaining unit, such temporary transfer will not exceed sixty (60) working days unless the Parties to this Agreement mutually agree to extend the time limit(s). Positions within the bargaining unit involved in a transfer extending beyond the sixty (60) days shall be considered as a permanent position and must be posted and filled as per the Collective Agreement.
- 8.14 If an employee is transferred to a position outside of the bargaining unit, the employee shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. An employee shall have the right to return or be returned to their former position in the bargaining unit during the sixty (60) working day period. Such return shall not result in the lay-off or bumping of a permanent employee.

ARTICLE 9 - LEAVE OF ABSENCE

Section 1 - Unpaid Leave - General

- 9.01 For every five (5) years continuous service, an employee may request, in writing, an extended unpaid leave of absence, giving the longest possible advance notice. Such leave shall be no longer than six (6) months. Every effort shall be made to comply with such requests providing that replacements to ensure proper operation of the Employer's business can be found. Notice granting such leaves shall be in writing.
- 9.02 The Employer, at its discretion, may grant leave of absence without pay to any employee if such leaves are for good and sufficient purposes, provided that vacation and/or banked time are unavailable to the employee.
- 9.03 Beyond the 3 days of unpaid sick leave that is prescribed in the Employment Standards Act, the Employer, at its discretion, may grant unpaid sick leave to any employee if such leaves are for good and sufficient purposes, provided that banked time and sick time is unavailable to the employee. A doctor's note may be required.
- 9.04 Any employee granted unpaid leave of absence totalling up to twenty (20) working days in any year shall continue to accumulate seniority and all benefits and shall return to their former job and increment step.

If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) working days in any year, the employee shall not accumulate benefits from the twenty-first (21st) day onward. Should the employee wish to have benefits continue during such leave(s), the employee shall pay the full premiums for them in advance. This shall not apply in the case of pregnancy leave, or for the first thirty (30) months while receiving WorkSafeBC benefits.

Section 2 - Union Leave

- 9.05 The Employer agrees to grant a leave of absence without pay for up to three (3) employees, subject to no more than two (2) employees from the same department elected or appointed to represent the Union at conventions; or other Union business; up to a maximum of thirty (30) working days per calendar year, provided that reasonable notice in writing is given to the Employer. Any employee on leave on Union business shall continue to receive full pay and benefits from the District and the Union shall reimburse the Employer for all pay and the prevailing benefit factor during the period of absence.

9.06 Union Long Term Leave

- (a) Long term leave of absence without pay shall be granted to employees designated by the Union to transact Union business for specific periods of not less than fourteen (14) days or a maximum of sixty (60) days unless this would unduly interrupt the operation of the department. Such requests shall be made in writing two (2) weeks in advance to minimize disruption of the department. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to obtaining such leave. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions.
- (b) Every effort will be made by the Employer to retain employees on unpaid leave of absence for Union business, on the Employer's payroll and where such employees are retained, the Union shall reimburse the Employer for the wages and benefits involved. This provision does not apply to employees on extended leaves of absence, who are employed by the Union on a permanent full-time basis.

9.07 Collective Bargaining Leave

Leave of absence shall be granted without loss of pay to a maximum of three (3) employees designated by the Union for the purpose of collective bargaining. Seniority and all benefits shall accumulate during such leave.

Section 3 - Bereavement Leave

- 9.08 (a) In the case of the death of a spouse, common-law spouse, child or a step child, a parent or step parent an employee shall be granted five (5) work days of bereavement leave without loss of pay or benefits.
- (b) In case of the death of a parent-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandparent-in-law or grandchild, an employee shall be granted three (3) days bereavement leave, or five (5) days bereavement leave if the employee travels beyond five-hundred (500) kilometers from Elkford to attend the bereavement without loss of pay or benefits.
- (c) Where any bereavement occurs beyond five-hundred (500) kilometers from Elkford, such bereavement leave shall also include two (2) days traveling time, without pay. In extenuating circumstances the Employer may approve reasonable extensions of bereavement leave, without pay and may also consider situations where the employee requests such leave to be allocated in a flexible manner based on circumstances.

9.09 Pallbearer Leave

One (1) day leave with pay shall be granted an employee to attend a funeral as a pallbearer.

9.10 Jury and/or Court Leave

An employee, who is subpoenaed for jury duty or as a witness, shall continue to receive regular pay. The Employee shall turn over to the Employer any monies received from the Crown /Defense for the days normally scheduled to work, provided that this does not exceed the regular pay rate.

Section 4 - Effects of Leave

- 9.11 It is understood that where the Employer grants time off to an Employee, or a leave of absence pursuant to Article 9, the Employee shall not lose seniority rights and shall be entitled to return to the job previously held, had not the time off/leave of absence been taken.

ARTICLE 10 - HOURS OF WORK, OVERTIME AND WAGES

Section 1 - Hours of Work

10.01 Normal Weekly Hours of Work

The normal weekly hours of work are forty (40) hours for permanent full-time employees in Schedules A and C and thirty-five (35) hours for permanent full-time employees in Schedule B. All present permanent full-time employees are guaranteed said hours of work.

The normal work week for the full-time Leisure Services Clerk 1 and 2, in Schedule C, shall be thirty-five (35) hours.

Shift premium will be paid after five (5:00) pm in Schedule C.

10.02 Normal Work Day

The normal work day for full-time employees in classifications in Schedules A and C shall be eight (8) consecutive hours of work, exclusive of a meal period, at the employee's designated working place in a twenty-four (24) hour period.

The normal work day for full-time employees in classifications in Schedule B shall be seven (7) consecutive hours of work, exclusive of a meal period, at the employee's designated working place in a twenty-four (24) hour period.

The normal work day for the Leisure Services Clerk 1 and 2 in Schedule C, shall be seven (7) consecutive hours exclusive of a meal period.

10.03 Normal Work Schedules

The normal work schedules during the week for full-time employees in Schedules A and C shall be any five (5) consecutive days in the work week followed by two (2) consecutive days of rest.

Public Works employees in Schedule A may be assigned to a five (5:00) am to one (1:00) pm shift, starting no earlier than October fifteenth (15th) and ending no later than March thirty-first (31st).

The normal work schedule for full-time employees in classifications in Schedule B shall be Monday to Friday between eight (8:00) am and four (4:00) pm

All permanent and temporary employees normally shall have at least two (2) consecutive days of rest each week subject to exceptions outlined in Letters of Understanding No.4 and No. 5.

Section 2 - Variations to Hours of Work

10.04 Variations

The normal weekly and normal daily hours of work for an employee can be varied by mutual agreement of the Union and the Employer.

- 10.05 The workday is any day an employee is normally at work according to their assigned schedule commencing at the time the employee is scheduled to commence work and ending twenty-four (24) hours later.

An employee shall have a minimum of ten (10) hours rest between the end of the previous day's shift and the commencement of the next. The employee may choose to waive the ten (10) hours rest requirement.

- 10.06 (a) When an employee reports for a regular shift and is sent home because no work of any kind is available, they shall be paid for all the hours they were scheduled to work at their base rate for their regular shift. The Employer may provide other duties to the employee that are not normally tasked to that particular employee.
- (b) The employer will consider a request from an employee who volunteers to be sent home without pay or have their shift split.
- (c) This provision shall not apply when an employee has been absent from their regular work period and fails before reporting to work to notify their supervisor of their intention to return to work.
- 10.07 (a) Permanent part-time employees shall be offered the opportunity to accept or reject additional hours within their department for positions that they are qualified for and able to perform, including hours to cover vacancies of permanent employees, if those additional hours are equal to or in excess of two (2) hours, before Casual employees are offered these hours.
- (b) For the purposes of offering additional hours to permanent part-time employees before calling in casuals, the organization of the District consists of four (4) departments;
1. Public Works
 2. Community & Facility Services
 3. Fire Rescue Services
 4. District Office

Section 3 - Split Shifts

10.08 Split Shifts

Daily shifts may be split, but not more than once, for all permanent part-time, temporary and casual employees in Schedule A and C.

Split shifts for any other employees shall only take place following mutual agreement between the Union and the Employer.

A split shift shall not finish more than twelve (12) hours after its start on that day.

No segment of a split shift shall be less than two (2) hours.

Section 4 - Shifts and Shift Premiums

- 10.09 (a) The normal shifts will be day shift, commencing at seven (7:00) am; afternoon shift, commencing at four (4:00) pm; graveyard shift, commencing at twelve (12:00) midnight. The Union and employee shall be notified at least twenty-four (24) hours in advance of any shift change. The Employer may, at its discretion, establish work shifts at different hours for any operation, Employee, or group of employees, because of emergencies, breakdowns or preparations work. Other shifts may be established by mutual agreement between the Employer and the Union.
- (b) Employees working on multiple shift jobs must not leave their place of work at the end of the shift before their regular replacement or qualified replacement as designated has reported for work, unless they have obtained permission from their supervisor to leave the job.
- 10.10 Permanent and temporary employees employed on afternoon or night shift schedules Mondays to Fridays shall be paid a premium of seventy-five (\$0.75) cents per hour for regularly scheduled straight time hours of work on afternoon and night shift.

Permanent and temporary employees employed on Saturday and/or Sunday shift schedules shall be paid a premium of one dollar and twenty-five cents (\$1.25) per hour for regularly scheduled straight time hours of work on such shifts.

Employees who hold a permanent or temporary position in any Schedule are entitled to shift premiums.

These premiums shall not be paid for work performed for overtime or statutory holiday rates.

Section 5 - Tradespersons

- 10.11 When requested by the employer, employees who hold a Tradesperson certification, but who are not classified as Tradespersons shall receive the trades rates of pay when performing trades work that they hold certification in.

Section 6 - Overtime

- 10.12 Overtime Defined

All time worked before or after a full-time employee's regular shift or a full-time employee's regular work week, shall be considered overtime.

- 10.13 All overtime shall be on a voluntary basis except in an emergency. Overtime shall be divided as equally as reasonably possible over a reasonable period of time. Qualifications of employees may be considered in offering overtime.
- 10.14 (a) The Employer will offer overtime to permanent employees and regular time to employees on lay off before calling in casuals.

- (b) For purposes of offering overtime to permanent employees before calling in casuals, the organization of the District consists of four (4) Departments.
 - 1. Public Works
 - 2. Community & Facility Services
 - 3. Fire Rescue Services
 - 4. District Office
- (c) Employees assigned to one Department will not be offered overtime in another unless all permanent employee(s) in the originating department are unavailable or refuse overtime, in which case the District may offer overtime to employees from another department provided they meet the knowledge, skills and abilities

10.15 Payment of Overtime

- (a) Overtime shall be paid at the rate of time and one-half (1½x) for the first two (2) hours of time worked beyond the regular shift subject to subsection (b). This also applies to hours scheduled under 10.18 Council Meeting Duties.
- (b) All time worked beyond these two (2) hours in any regular shift and all hours worked on an employee's regular day off, shall be paid at double (2x) time.
- (c) For all overtime other than callouts under section 10.17, which is paid at the rate of time and one-half (1½x) shall be capped at six (6) hours per week. Anything above six (6) hours per week shall be paid at rates according to 10.15 (b).
- (d) Callouts under 10.17 shall be paid in accordance with that section and 10.15 (c) shall not apply.

10.16 Where an Employer changes an employee's work shift with the result that the employee has a short change which is not a normal part of a work schedule, the employee shall be paid overtime rates for the hours worked of the second shift which are within the same work day as the first shift.

10.17 If a permanent or temporary employee is called out to work at a time other than in the beginning of their regular shift they shall receive either overtime rates for the time actually worked outside of the scheduled work shift or four (4) hours pay at their base rate, whichever is greater. The four (4) hours minimum does not apply, however, when the call-out overtime continues into the employee's regular work shift or if the employee is called back to work before leaving the premises.
Employees who are on standby will also receive pay in accordance with Article 10.23 a) and subject to Article 10.23 c).

If an employee works a callout and leaves within two (2) hours, they are not eligible for another callout within that period if they are required to attend. A callout is only applied when you go out to work and not just answer the phone call.

If an employee is called back to work while on an approved vacation, they are eligible for a callout or overtime rates as above. This does not apply to an employee volunteering to cancel their vacation to select another vacation approval.

10.18 Council Meeting Duties

Employees who are required by their supervisor to attend a Council or other District meeting outside of their normal working hours are entitled to overtime for such hours worked. The employees shall have the right to either have their normal hours shifted, for that day, so the end of their shift is contiguous with the start of their overtime duties or remain on their normal hours and attend to their overtime duties when assigned.

Section 7 - Accumulation and/or Time Off

- 10.19 An employee shall be allowed time off in lieu of payment (banked time) at an agreeable time to both Parties at applicable overtime rates if accrued time off is taken within one (1) year of the time worked. A maximum amount of one hundred and forty (140) hours for employees in a thirty-five (35) hour work week or one hundred and sixty (160) hours for employees in a forty (40) hour work week after overtime calculation of banked time allowed to be banked annually (calendar year). Anything exceeding this limit will be paid out during the pay period worked. This is not a refillable bank.

Section 8 - Wages

- 10.20 A premium shall be paid for hours worked to all employees performing activities in Appendix 1. Said premium shall be two dollars (\$2.00) per hour.
- 10.21 An employee appointed lead hand shall receive an additional eight (8%) percent over and above their regular rate of pay or equivalent to their supervisor's rate of pay, whichever is less. When appointed to lead hand, the employee will temporarily be expected to carry out all of the duties of the supervisor, provided they have the qualifications, training and ability to do the job. This lead hand designation and associated responsibilities only applies to paid working hours.
- 10.22 A part-time employee, casual employee or student employee who reports for work as required by the Employer shall be paid for the entire period(s) for which they were scheduled that day or a minimum of two (2) hours pay, which ever is greater.

Section 9 - Stand-by

- 10.23 (a) On a rotating, volunteer basis or by assignment if there are no volunteers, the Employer may designate an employee for stand-by duty. All employees who are required to carry a cell phone after work hours are deemed to be on stand-by, subject to subsection (b) of this Article. Employees will be compensated as follows:
- Monday to Friday - from three-thirty (3:30) pm to seven (7:00) am the following day – two hours at their regular rate of pay per day.
 - Saturday, Sunday or statutory holiday - for twenty-four (24) hours, beginning seven (7:00) am and ending at seven (7:00) am the following day – four hours at their regular rate of pay per day.
- (b) An employee who holds a permanent Supervisor position does not receive stand-by pay for carrying a cell phone as such duty is deemed included in their classification description and compensation as per the pay schedules in this Collective Agreement. If the Supervisor is included in the stand-by rotation schedule such employee will be entitled to stand-by pay as per sub-section (a).

- (c) While on standby, Public works employees are required to check for snowfall and slippery conditions, between 4:00 a.m. – 4:30 a.m. and 4:00 p.m. – 4:30 p.m. according to the Snow and Ice Control Policy (this does not qualify for a call out or overtime rates). Work outside of these checks will be in accordance with callout and overtime rates.
- (d) An employee placed on stand-by duty shall be required to respond to their designated work place within twenty (20) minutes from the time of receiving the initial call. This does not apply to the permanent Supervisor who is not on stand-by.

ARTICLE 11 - STATUTORY HOLIDAYS AND ANNUAL VACATIONS

Section 1 - Statutory Holidays

- 11.01 A permanent full-time employee shall receive a day off with pay for all statutory holidays listed in Section 1 of this Article, provided they have been in the employ of the Employer for at least thirty (30) days and has earned wages for at least fifteen (15) days during the thirty (30) calendar days immediately preceding the holiday. Earned wages include paid vacation, banked time, statutory holiday pay and sick leave. Employees who return from an approved leave to their permanent full-time position will be deemed eligible for statutory holiday pay.

A permanent part-time employee shall be paid five point six nine percent (5.69%) of gross pay, on each pay cheque, in lieu of pay for all statutory holidays (including the floating statutory holiday).

A non-permanent employee shall be paid four point seven eight percent (4.78%) of gross pay, on each pay cheque, in lieu of pay for all statutory holidays (including the floating statutory holiday).

- 11.02 The recognized Statutory Holidays shall be as follows:

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

and all days proclaimed by Local Government, Provincial or Federal Government. In addition to the named holidays, each employee, who has obtained seniority with the Employer, shall be entitled to a floating statutory holiday during each year in the Employer's employ, which shall be taken at a time of the employee's choice provided the employee has provided management with prior notice of not less than seven (7) days.

- (a) Once an employee has passed their probationary period, they are entitled to one (1) Floating Holiday per year. Floaters will be assigned by calendar year, January to December. Floaters must be used up by December 31st of each year. Unused floaters will not be carried over; they will be paid out at year-end.

Floaters which are unused at time of termination of employee will be paid out.

- 11.03 Recognizing the unique operational requirements of each department, if an employee works Monday to Friday and the Statutory Holiday falls on a Saturday or Sunday, the business days immediately following or prior shall be given as a day off in lieu. This day off in lieu is not to be worked unless scheduled as additional and does not receive statutory holiday overtime rates, stat overtime rates will be applicable to the actual statutory holiday, (memo to be provided in January each year by corporate).
- 11.04 Pay for Work on Statutory Holidays
- i) An employee who works on a provincial or federal statutory holiday shall be paid at the rate of double time (2x) their basic rate. This applies to any day of the week including weekends.
 - ii) In the event an employee works over their normal daily hours (7 or 8 hours/day) on a statutory holiday, the applicable rate shall be triple time (3x) their basic rate.
 - iii) An employee who works on a statutory holiday shall, in addition to the pay referred to in Article 11.05 (i) or (ii), receive another day off in lieu with pay, unless the employee is not eligible for the statutory holiday as defined under Article 11.01. Such day off with pay to be taken within ninety (90) calendar days.
- 11.05 It is agreed that employees who work a statutory holiday shall not be required to work on more than three (3) statutory holidays in any one (1) year and it is further agreed that when employees are required to work on a statutory holiday, they shall be scheduled on a rotation basis.
- 11.06 When any of the above noted holidays falls on an employee's scheduled day off, the employee shall receive a day's pay or another day off with pay. Such day off with pay to be taken within ninety (90) calendar days.
- 11.07 An employee who is eligible to receive the statutory holiday is not required to use vacation time for a statutory holiday or day observed as a statutory holiday in the annual memo.

Section 2 - Annual Vacation

11.08 Vacation Year

The vacation year shall be the calendar year.

11.09 (a) Vacation Year Entitlement - Permanent Employees

Vacation leave with pay is pro-rated for part years of service, based on complete calendar months of service, except in the case of an employee off work with compensable WCB claim. An employee off work with a compensable WCB claim shall receive vacation leave with pay for a period of one (1) year as if he/she had worked.

Vacation leave with pay shall be taken during the calendar year in which it is being earned and any as yet unearned days of vacation leave with pay in that calendar year which are taken shall be an advance (repayable to the Employer) to the employee.

Permanent part-time employees will have their vacation entitlement prorated based on hours worked.

Any employee who is on leave with an approved WorkSafe, Short Term Disability or Long Term Disability claim will accrue years' of service as if they were working for vacation entitlement calculations.

Vacation Leave and Vacation Leave pay, are earned by a permanent employee on the following basis for the complete calendar year of service:

- (b) Vacation Year Entitlement - all Permanent Employees will receive this entitlement.

<u>Calendar Year of Service</u>	<u>Rate of Vacation Leave For Complete Year</u>	<u>% of Gross Earnings</u>
1	10 days	4.0%
2	15	6.0
3	16	6.4
4	17	6.8
5	20	8.0
6	21	8.4
7	22	8.8
8	23	9.2
9	24	9.6
10	25	10.0
11	26	10.4
12	27	10.8
13	28	11.2
14	29	11.6
15	30	12.0
16	31	12.4
17	32	12.8
18	33	13.2
19	34	13.6
20 and thereafter	35	14.0

11.10 Vacation Pay - Permanent Employees

While on vacation leave with pay, a permanent employee will continue to receive pay as if the employee was at work and the amount will be based on that employee's normal basic work pattern. Such pay will be paid on the second last working day prior to the start of the vacation leave with pay, provided the employee so requests at least two (2) weeks prior.

At the end of December in each calendar year or on the separation of a permanent employee, an adjustment will be made to the pay of the permanent employee so that the pay for the vacation leave for that calendar year is the percentage of gross earnings as noted in 11.10 above in that calendar year; for the calendar year of service involved.

11.11 Vacation Pay - Casual and Temporary Employees

A casual and a temporary employee shall be paid vacation pay of four (4%) on each pay cheque.

11.12 Vacation Schedules and Preference

Vacation leave preferences will be sought from the employees during the first week of March each year for the calendar year. Preliminary Vacation Leave Schedules shall be posted by March 15 and final Vacation Leave Schedules by April 1. Vacation leaves on the final schedule may be changed by mutual consent of the employee and Employer; or in the case of emergency, by the Employer or employee.

If sufficient days are available to credit, normally an employee shall endeavour to take vacation leave in blocks of at least one (1) week.

Preference in the selection of vacation periods shall be by seniority, except for vacations approved for dates that are prior to April 1.

An employee on probation shall not be allowed to take vacation leave with pay during the probationary period.

11.13 Carry Over of Vacation

When the Employer cancels vacation due to an operational emergency, an employee may carry over vacation by mutual agreement with the Employer, in writing. Such request will be considered by both the employee's Director and the Chief Administrative Officer. Such carry over will not exceed the amount of cancelled vacation and will not be approved if the employee was reasonably able to take such vacation time.

ARTICLE 12 - GENERAL PROVISIONS AND CONDITIONS OF EMPLOYMENT

12.01 Employer Property

Employees must return to the Employer all the Employer's property in their possession at the time of termination of employment.

12.02 Badges and Insignia

Employees shall be permitted to wear Union pins or badges.

12.03 Tools

Tradespeople working for the Employer are to receive fifty percent (50%) of the cost of the price of new tools, which are used on the job, subject to the approval of the Employer.

If the District is unable to provide insurance directly, the District shall reimburse the employee's private fire insurance covering the tools and tool boxes owned by the employee and used in their duties with the District.

12.04 Rest and Meal Period

The shift of an employee who is required to be available for work and/or to work during a meal period because of the particular needs of the job shall have the time considered as part of the regular shift. Such a period shall be with pay for thirty (30) minutes.

Each employee shall be permitted a ten (10) minute paid rest period during each of the first half and the second half of a full-time shift, on the job. An employee working less than a full-time shift shall have one (1) paid rest period during each continuous three-and-one-half (3 ½) or four (4) hours of regular working time.

12.05 The meal period for an employee shall be thirty (30) minutes or sixty (60) minutes, on the employee's own time. It shall be scheduled at an appropriate time, normally mid-shift for a full-time employee. This time may be varied where the conditions warrant at approval of Director.

12.06 All employees shall be given a meal or meal allowance of fifteen dollars (\$15.00) after working three (3) hours overtime on the extension of a normal day.

12.07 Bulletin Boards

The Employer agrees that the Union shall have the right to maintain a bulletin board(s) in a conspicuous and convenient place(s), provided that the use of such shall be restricted to the posting of notices regarding the business affairs, meetings, social events and reports of the Union.

12.08 Duty to Accommodate

In circumstances where an employee may be unable to perform the regular duties of his/her position due to a mental or physical disability, the Employer and the Union, together with the affected employee, shall meet to discuss and to consider the available evidence regarding the existence and nature of the disability and, if necessary, options with respect to the accommodation of the employee.

The parties agree to work together to consider how the employee's disability can best be accommodated without causing undue hardship to the Employer, the employee, or the Union. The affected employee shall participate and cooperate fully in this process.

ARTICLE 13 - SICK AND FAMILY LEAVE

Section 1 - Sick Leave

13.01 Sick leave means the period of time a permanent full-time and permanent part-time employee is permitted to be absent from work by virtue of being sick, disabled or because of an accident for which compensation is not payable under the "Worker's Compensation Act".

- 13.02 Each permanent full-time employee on completion of the required probationary period, shall receive eight (8) days paid sick leave per year, calculated in hours, (pro-rated for first year of employment), and that up to four (4) days unused sick leave can be carried forward to the following year with a cap of twelve (12) days in any calendar year, but will be dissolved when an employee leaves the employment of the District. Permanent part-time employees will have their entitlement pro-rated based on hours worked.

If an employee has no sick leave available, the employee may choose to take additional leave as:

- Vacation time;
- Banked time;
- Unpaid sick leave pursuant to Section 9.03;
- Unpaid leave supported by a Doctor's note for the duration of the elimination period for Short-term Disability Benefits
- If further unpaid medical leave is required, the employee may apply for leave pursuant to Section 9.02.

- 13.03 An employee reporting sick shall, by available technology, confirm contact with their immediate supervisor prior to the commencement of their shift and any employee found to be wilfully misrepresenting themselves as being sick shall be subject to disciplinary action.

- 13.04 After three (3) days, the Employer may request a qualified medical practitioner's certificate proving the illness of the employee. The Employer shall be responsible for the cost of obtaining a medical certificate confirming the ability or inability of an employee to work, if required by the Employer when the employee is applying for sick leave.

- 13.05 Should an eligible employee while on vacation become sick or disabled and require hospitalization or medical care, the Employer shall approve substituting sick leave and short-term disability for the vacation leave upon receipt of an approved medical certificate confirming such hospitalization or medical care and any subsequent inability to work.

Section 2 - Family Leave

- 13.06 An employee can use sick time as defined in Article 13.02 as family leave, which may be used in one-hour increments to meet responsibilities related to:

- a) the care, health or education of a child in the employee's care, or
- b) the care or health of any other member of the employee's immediate family

Of these days, no more than three (3) may be used consecutively. Any other family leave days shall be unpaid.

ARTICLE 14 - MATERNITY/PARENTAL LEAVE

- 14.01 On completion of the probationary period an employee who becomes pregnant shall qualify for maternity leave and the Employer shall not deny the employee the right to continue employment during the period of pregnancy.
- 14.02 Upon written request, the District shall grant Maternity Leave, Parental Leave and Adoption Leave without pay and without loss of seniority in accordance with the Employment Standards Act of British Columbia and any other Federal Regulations
- 14.03 Should an employee require a longer period of maternity and/or parental leave because of health reasons and/or complications, an extension up to a maximum of three (3) months unpaid leave of absence will be granted on production of a medical certificate.
- 14.04 Employees shall retain full employment status and accumulate all benefits of this Agreement while on maternity/parental/adoption leave.
- 14.05 An employee shall give the Employer at least two (2) weeks' notice/advice of the employee's return to work after maternity and/or parental/adoption leave of absence and the employee shall be returned to their former position. However, if their former position no longer exists, then the employee shall be placed in an equivalent position in their department.
- 14.06 The provisions of the Employment Standards Act of British Columbia and Federal Regulations with respect to maternity and/or parental leave shall apply to a permanent, temporary and casual employee.

ARTICLE 15 - BENEFITS AND HEALTH CARE PLANS

15.01 Superannuation

All eligible employees shall be covered for superannuation in compliance with the Pension (Municipal) Act.

15.02 Employment Insurance

The Employer agrees that all employees shall remain insurable under the Employment Insurance Act.

15.03 Premiums

The Employer will pay one hundred percent (100%) of the premiums for the plans as outlined in 15.04, 15.05, 15.06, 15.07, 15.08, 15.09 and 15.13. Such benefits, excluding Article 15.09 shall extend past age sixty-five (65) providing the employee continues to work and the benefits are able to be provided by the benefit carrier.

15.04 Medical Services Plan of B.C.

Medical Services Plan of British Columbia has been changed from an individually paid premium system to a system funded by an employer paid payroll tax. If the government, at any time in the future, reverts back to an individually paid premium system from the employer paid payroll tax, the parties agree that the employer will pay 100% of the premium for eligible benefited full-time and part-time employees on the same basis that existed in the 2016 – 2021 collective agreement.

15.05 Extended Health Insurance

- participation is a condition of employment;
- all permanent employees normally working seventeen and one-half (17 ½) hours or more per week are eligible;
- coverage begins at the beginning of the month after successful completion of the probationary period;
- coverage includes vision care with maximum payment of eight-hundred dollars (\$800) in a twenty-four (24) month period per insured family member;
- the District shall provide coverage of up to one hundred dollars (\$100.00) for the actual cost of an eye examination in a twenty-four (24) month period per Insured family member;
- coverage includes a 100% direct payment pharmacy plan with nil deductible;
- The maximum, per person per calendar year, is five hundred dollars (\$500.00) for each of the following services: Acupuncturist, Chiropractor, Naturopath, Massage Practitioner, Physiotherapist, Podiatrist (including Chiropodist combined), Psychologist, Speech Language Pathologist and Osteopath.

15.06 Dental Insurance

- participation is a condition of employment;
- all permanent employees normally working seventeen and one-half (17 ½) hours or more per week are eligible;
- coverage begins at the beginning of the month after successful completion of the probationary period;
- pays one-hundred percent (100%) of Plan A, basic services;
- Pay ninety percent (90%) of Plan B, major services with annual maximum of three-thousand dollars (\$3,000) per person;
- Fifty percent (50%) of Plan C, orthodontic services, with a lifetime maximum of four thousand dollars (\$4,000) per person.

15.07 Group Life Insurance, Accidental Death & Dismemberment

- participation is a condition of employment;
- all permanent employees normally working seventeen and one-half (17 ½) hours or more per week are eligible;
- coverage begins at the beginning of the month after successful completion of the probationary period;
- coverage is equal to two times (2x) the annual salary or seventy-five thousand dollars (\$75,000) whichever is greater for Group Life and the same for AD&D.

15.08 Weekly Indemnity Plan

- participation is a condition of employment;
- all permanent employees normally working seventeen and one half (17 ½) hours or more per week are eligible;
- coverage begins at the beginning of the month after successful completion of the probationary period;
- provides seventy-five (75%) percent of weekly earnings, for up to twenty-six (26) weeks;
- First (1st) day coverage for accident, hospitalization;
- Fourth (4th) day coverage for illness.

15.09 Long Term Disability Plan

- participation is a condition of employment;
- all permanent employees normally working seventeen and one half (17 ½) hours or more per week are eligible;
- coverage begins at the beginning of the month after successful completion of the probationary period;
- provides sixty-six and two thirds percent (66 2/3%) of monthly earnings to maximum of three thousand, two hundred fifty dollars (\$3,250) per month, for employees unable to work at same/own occupation for two (2) years and then at any occupation after two (2) years;
- payments commence after twenty-six (26) weeks of weekly indemnity plan payments and continue up to age sixty-five (65).

15.10 Fringe Benefits for Ineligible Part-Time Employees and Temporary Employees

Upon completion of the probationary period, permanent part-time employees that are working less than seventeen and one half (17 ½) hours per week and are ineligible for Benefits and Health Care Plans, and temporary employees (excluding student employees) with an assignment of one (1) month or more and working more than seventeen and one half (17 ½) hours per week, will receive one dollar fifty cents (\$1.50) per hour in lieu of the Benefits and Health Care Plans in this Article.

15.11 Employment Insurance Rebate Savings

The employee's portion of any Employment Insurance premium reductions shall be given to Local 3004 in lump sum in February of each year with respect to the previous year.

15.12 Employee and Family Assistance Program

The Employer shall provide an Employee and Family Assistance Program.

15.13 Receipt of Pay Advance While Awaiting Benefit Payments

Upon request by the employee, the Employer shall advance pay to the employee who is unable to work due to illness or injury while the employee is awaiting approval of a claim and receipt of benefit payments from either the Workers' Compensation Board (WCB) or from a private insurer. Once the claim is approved or denied, no further pay advances will be provided for the claim, except in the case where the claim is re-opened.

An employee who receives such pay advance from the Employer agrees to repay the Employer all amounts advanced when they receive the benefit payments from WCB or the private insurer. If the compensation claim is denied, the employee agrees to repay to the Employer all amounts advanced to the employee, by payroll deduction when the employee returns to work, by payroll deduction from pay due to the employee upon termination of employment, and in any event within one (1) year of such payments being made by the Employer. The amount of such advance is limited to the amount of monies readily available from an employee's vacation or overtime banks.

15.14 Health and Wellness Program

The Employer shall provide:

1. Access, at no charge, to the Arena and Swimming Pool for all employees. The Employer shall provide access, as a taxable benefit, to the Arena and Swimming Pool for all Employee's spouses and dependants. For clarification purposes this does not include free access to swimming lessons nor hockey team related fees but may include access to District run programs when no increase to the direct costs of program results.
2. An annual maximum benefit of \$500.00 per calendar year for each permanent, full-time employee. An annual maximum benefit of \$200.00 per calendar year for each permanent part-time employee. This will be considered a taxable benefit. All receipts must be provided by September 30 of each year and the benefit will be paid annually based on receipts. This benefit will only be paid if receipts are submitted by the deadline. The amount and any unused amounts cannot be carried forward to the following calendar year. The benefit can be used towards the employee's dependents.
 - Monthly or annual fitness centre fees, sports league/facility fees
 - Instructed classes at a fitness facility (such as aerobics classes, yoga, Tai Chi, etc.) drop-in fees or passes
 - Home exercise fitness equipment (such as treadmills, stationary bikes, weights, etc.)
 - Wellness-related programs such as weight and nutrition counselling programs, plan purchase, membership fees, etc. (excluding the cost of food & supplements)
 - Sports equipment

- Anything not listed above that contributes to the betterment of the employee's wellbeing (excluding all alcohol and drug materials and weapons) will be at the discretion of the Director or CAO

ARTICLE 16 - SAFETY

16.01 Safety Committee

A Joint Safety Committee shall be established comprising up to two (2) representatives appointed by the Employer and two (2) representatives of the employees; appointed, selected or elected by the Union.

16.02 The Joint Safety Committee shall meet regularly and shall discuss, recommend and record all action necessary to improve hazardous conditions at the workplace.

16.03 Joint Safety Committee members shall not lose pay as a result of spending time during working hours in the performance of their committee duties.

16.04 Safety Supplies

The Employer will assume seventy-five percent (75%) of the cost of necessary safety boots for permanent employees, limiting the employee to two (2) pairs of boots per calendar year and of fifty percent (50%) of the cost to a maximum of one hundred dollars (\$100.00) reimbursement for casual and student employees, and one hundred and fifty dollars (\$150.00) reimbursement for temporary employees, limiting the employee to one (1) pair of boots per calendar year; subject to the approval of Supervisor. The Employer agrees to pay one hundred (100%) percent of all clothes ruined on the job, subject to approval of the Supervisor.

16.05 Aquatic Centre - Clothing and Footwear

The Employer will assume, upon proof of payment

- a) Seventy-five percent (75%) of the cost of necessary safety non-slip footwear for permanent employees to a maximum of one-hundred and twenty-five (\$125.00) dollars annually.
- b) Fifty percent (50%) of the cost of necessary safety non-slip footwear for temporary, casual and student employees to a maximum of fifty (\$50.00) dollars annually.
- c) Seventy-five percent (75%) of the cost of two approved swimsuits annually for full time staff and one swimsuit for part time staff.
- d) Fifty percent (50%) of the cost of one approved swimsuit annually for temporary, casual and student employees.
- e) Two uniforms (shorts and shirt) will be supplied for each Aquatic employee annually.

16.06 Employer Supplied Items

Except as provided in 16.05 the employer will provide, at their cost, all items that the employer requires an employee to use to perform their lifeguarding duties.

ARTICLE 17 - JOB TRAINING

17.01 Job Training Program

- (a) During the period an employee is participating in a job training program, the rate of pay shall not exceed the level of training successfully completed or the job rate of the job classification which was held immediately prior to commencement of said training sequence, whichever is greater.
- (b) An employee participating in a job training program shall not be promoted to a higher classification even though such opening exists until successfully completing the prior job training program in accordance with the Employer's requirements.
- (c) At the completion of the job training program, if no opening exists in the category for which the employee has completed the training or if such opening is awarded to another qualified employee, the said employee shall revert to the job classification and rate of pay which was held immediately prior to commencement of such training sequence.

17.02 On-The-Job Training

The Employer shall maintain a system of "on-the-job" training so that every employee shall have the opportunity to receive training and qualify for promotion or transfer in the event of a vacancy arising.

17.03 Off Site Training Courses/Programs

Straight time wages for time spent over the normal hours travelling to and participating in Employer required or offered courses shall be paid. This time is eligible to be banked.

17.04 Payment for On-The-Job-Training

Employees shall be paid their regular hourly rate of pay when participating in any on-site or off-site job training, if required to do so by the Employer.

17.05 Education

- (a) Employees required by the Employer to attend training required for their current job duties, shall have registration, exam fees, books and materials paid, and shall continue to receive regular wages while attending the training pursuant to Article 17.04.
- (b) On application by the employee, the Employer may, at its discretion, pay the enrollment costs and the costs of books and materials, or a portion of the cost, for employees enrolled in academic or technical upgrading courses approved by the Employer. Such payments will be paid as per current District policies
- (c) Travel Expenses (transportation, food and lodging) will be paid in accordance with current District policies.

17.06 Certification Expenses

The Employer shall reimburse an employee for all fees incurred by the employee to maintain the employee's certifications necessary to perform the duties of the employee's position including physician certificates (i.e., for driver's licenses), and reimburse the employee for other costs incurred in association with maintaining necessary certifications or qualifications for locations approved by the Employer (i.e., travel, hotels and per diems). Wages will be covered for training as per 17.03.

ARTICLE 18 - WAGE SCHEDULES, ATTACHMENTS AND ADDENDUMS

18.01 Employees shall be compensated in accordance with the applicable Wage Schedule, Attachments and Addendums appended to this Agreement.

ARTICLE 19 - WORKERS' COMPENSATION PROTECTION

19.01 All employees shall be covered by the Workers' Compensation Act.

19.02 The Employer shall pay the wages for the balance of the shift for an employee who, for an approved WorkSafeBC claim, is injured on the job and unable to complete the shift.

ARTICLE 20 - VARIATIONS

20.01 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during its existence. All changes to be made as a Letter of Understanding /Agreement signed by both the Employer and the Union.

ARTICLE 21 - PRINTING OF AGREEMENT

21.01 The Union will be responsible for the amending and drafting the Collective Agreement, but the costs associated with the printing and supply of the Collective Agreement will be borne equally between the Parties.

ARTICLE 22 - EFFECTIVE AND TERMINATING DATES

22.01 Effective Dates and Renewal

This Agreement shall be binding and remain in effect for the period from March 01, 2025 to the last day of February 2028. It shall not terminate but continue in effect from year to year thereafter unless either Party, at any time within the four (4) months immediately preceding the expiry of this Agreement, by written notice requires the other Party to commence collective bargaining. If such notice is given, all terms and conditions remain in effect until a new Agreement is ratified, or until strike or lockout notice is commenced, whichever comes first.

22.02 Section 50(2) and (3) of Act Excluded

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

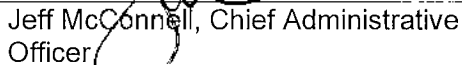
IN WITNESS WHEREOF the Parties hereto have caused these to be signed by their respective

officers thereunto lawfully authorized in that behalf, this 12 day of August, 2026.

DISTRICT OF ELKFORD

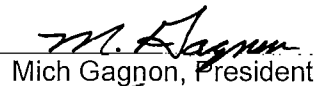


Steve Fairbairn, Mayor

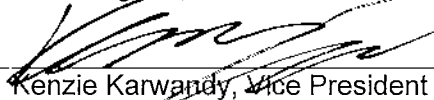


Jeff McConnell, Chief Administrative
Officer

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3004



Mich Gagnon, President



Kenzie Karwandy, Vice President

DISTRICT OF ELKFORD / CUPE LOCAL 3004
COLLECTIVE AGREEMENT
EFFECTIVE MARCH 1, 2025 to FEBRUARY 29, 2028

HOURLY RATES EFFECTIVE MARCH 1, 2025			4.00%
Classification	Step 1 Casual, Temporary, Trial or Probation	Step 2* Permanent Position	Step 3**
Schedule A			
High School Student	20.80		
Post Secondary Student	23.87		
Returning Post Secondary Student - 2nd year	24.65		
Returning Post Secondary Student - 3rd year	25.43		
Rink Attendant ***	18.03		
CO-OP Student	25.43		
CO-OP Student - Returning	26.21		
Custodian	27.93	29.27	
Public Works Labourer, Facilities Attendant	34.59	37.77	
Operator 1, Maintenance 1 – Post 2016	40.29	41.14	
Operator 2, Maintenance 2	41.60	42.48	
Operator 3, Maintenance 3	41.85	42.67	43.52
Engineering Technologist	35.90	39.08	40.74
Tradesperson Fleet (HD Mechanic) ****	47.84	48.88	49.92
Tradesperson CFS - Carpenter or Millwright	47.84	48.88	49.92
Operations Supervisor	48.39	49.40	50.28
Schedule B			
Municipal Clerk 1	29.33	32.18	
Municipal Clerk 2	32.18	33.75	
Municipal Clerk 3	34.59	37.77	39.43
Accounting Clerk I	40.29	41.14	
Accounting Clerk II	41.60	42.48	
Financial Accountant	44.40	45.72	47.08
Planning Technician	35.31	38.51	40.15
Public Works Clerk	30.06	32.98	
Public Works Clerk 2	40.29	41.14	
Schedule C			
Leisure Services Clerk I	25.26	26.69	
Leisure Services Clerk II	29.15	30.44	
Municipal Clerk 1 - CFS	29.33	32.18	
Municipal Clerk 2 - CFS	32.18	33.75	
Lifeguard Trainee *****	21.47		
Lifeguard I	31.74	34.85	
Lifeguard II	34.96	35.92	
Aquatics Coordinator	41.14	42.02	42.79

* Step 2 is maximum for part-time employees

** Advancement to Step 3 shall take place after the later of three (3) years of employment or one (1) year in the position, excluding unpaid leaves, at Step 2, providing the employee possesses full knowledge, ability, and experience for the classification and has been performing satisfactorily in the classification

*** Rink Attendant base rate will at no time be less than \$1.80/hour more than the BC Provincial minimum rate.

**** Light Duty Mechanic (Dual Ticket) - Premium of \$3.00/hour

***** Any employee classified as a Lifeguard Trainee who holds all the qualifications of a Lifeguard 1 will be paid at the rate of Lifeguard 1 when scheduled as a Lifeguard 1.

DISTRICT OF ELKFORD / CUPE LOCAL 3004
COLLECTIVE AGREEMENT
EFFECTIVE MARCH 1, 2025 to FEBRUARY 29, 2028

HOURLY RATES EFFECTIVE MARCH 1, 2026			3%
Classification	Step 1 Casual, Temporary, Trial or Probation	Step 2* Permanent Position	Step 3**
Schedule A			
High School Student	21.42		
Post Secondary Student	24.58		
Returning Post Secondary Student - 2nd year	25.39		
Returning Post Secondary Student - 3rd year	26.19		
Rink Attendant ***	18.57		
CO-OP Student	26.19		
CO-OP Student - Returning	26.99		
Custodian	28.77	30.14	
Public Works Labourer, Facilities Attendant	35.63	38.91	
Operator 1, Maintenance 1 – Post 2016	41.50	42.38	
Operator 2, Maintenance 2	42.85	43.76	
Operator 3, Maintenance 3	43.11	43.95	44.83
Engineering Technologist	36.98	40.26	41.96
Tradesperson Fleet (HD Mechanic) ****	49.28	50.35	51.42
Tradesperson CFS - Carpenter or Millwright	49.28	50.35	51.42
Operations Supervisor	49.84	50.88	51.79
Schedule B			
Municipal Clerk 1	30.21	33.14	
Municipal Clerk 2	33.14	34.76	
Municipal Clerk 3	35.63	38.91	40.61
Financial Clerk 1	41.50	42.38	
Financial Clerk 2	42.85	43.76	
Financial Accountant	45.73	47.09	48.49
Planning Technician	36.37	39.67	41.36
Planning Technician - Date of Ratification	36.98	40.26	41.96
Public Works Clerk	30.96	33.97	
Public Works Clerk 2	41.50	42.38	
Schedule C			
Leisure Services Clerk I	26.02	27.49	
Leisure Services Clerk II	30.03	31.35	
Municipal Clerk 1 - CFS	30.21	33.14	
Municipal Clerk 2 - CFS	33.14	34.76	
Lifeguard Trainee *****	22.11		
Lifeguard I	32.69	35.90	
Lifeguard II	36.01	37.00	
Aquatics Coordinator	42.38	43.28	44.07

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** Advancement to Step 3 shall take place after the later of three (3) years of employment or one (1) year in the position, excluding unpaid leaves, at Step 2, providing the employee possesses full knowledge, ability, and experience for the classification and has been performing satisfactorily in the classification

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DISTRICT OF ELKFORD / CUPE LOCAL 3004
COLLECTIVE AGREEMENT
EFFECTIVE MARCH 1, 2025 to FEBRUARY 29, 2028

HOURLY RATES EFFECTIVE MARCH 1, 2027			3%
Classification	Step 1 Casual, Temporary, Trial or Probation	Step 2* Permanent Position	Step 3**
Schedule A			
High School Student	22.07		
Post Secondary Student	25.32		
Returning Post Secondary Student - 2nd year	26.15		
Returning Post Secondary Student - 3rd year	26.98		
Rink Attendant ***	19.13		
CO-OP Student	26.98		
CO-OP Student - Returning	27.80		
Custodian	29.64	31.05	
Public Works Labourer, Facilities Attendant	36.70	40.07	
Operator 1, Maintenance 1 – Post 2016	42.74	43.65	
Operator 2, Maintenance 2	44.13	45.07	
Operator 3, Maintenance 3	44.40	45.27	46.17
Engineering Technologist	38.09	41.46	43.22
Tradesperson Fleet (HD Mechanic) ****	50.75	51.86	52.96
Tradesperson CFS - Carpenter or Millwright	50.75	51.86	52.96
Operations Supervisor	51.34	52.41	53.35
Schedule B			
Municipal Clerk 1	31.11	34.14	
Municipal Clerk 2	34.14	35.80	
Municipal Clerk 3	36.70	40.07	41.83
Financial Clerk 1	42.74	43.65	
Financial Clerk 2	44.13	45.07	
Financial Accountant	47.10	48.50	49.95
Planning Technician	38.09	41.46	43.22
Public Works Clerk	31.89	34.99	0.00
Public Works Clerk 2	42.74	43.65	
Schedule C			
Leisure Services Clerk I	26.80	28.31	
Leisure Services Clerk II	30.93	32.29	
Municipal Clerk 1 - CFS	31.11	34.14	
Municipal Clerk 2 - CFS	34.14	35.80	
Lifeguard Trainee *****	22.77		
Lifeguard I	33.67	36.97	
Lifeguard II	37.09	38.11	
Aquatics Coordinator	43.65	44.57	45.39

* Step 2 is maximum for part-time employees

** Advancement to Step 3 shall take place after the later of three (3) years of employment or one (1) year in the position, excluding unpaid leaves, at Step 2, providing the employee possesses full knowledge, ability, and experience for the classification and has been performing satisfactorily in the classification

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***** Any employee classified as a Lifeguard Trainee who holds all the qualifications of a Lifeguard 1 will be paid at the rate of Lifeguard 1 when scheduled as a Lifeguard 1

Appendix 1

(intended to provide clarification of Article 10.20 with regards to Dirt Pay)

➤ Sewer

- Clean aerators at lagoons
- Take sewer samples/ changing weir boards
- Camera or eel sewer lines
- Sanitary and Storm Sewer flushing and cleaning (including Catch Basins) when using combination sewer cleaner
- Catch Basin and Manhole Repair
- Clean floats in lift stations (one-half (1/2) hour max.)
- Pulling pumps at lift stations
- Sanitary and Storm Sewer line repairs
 - (Only for the day the line is exposed – not for landscaping after a dig)
- Cleaning outhouses (vacuuming out contents)
- Cleaning pool filters

➤ General

- Required cleaning of Bodily fluids (Excrement, Vomit, Blood) that are beyond what is normally performed in their duties

➤ Water

- Water line repairs (does not include irrigation lines)
 - (Only for the day the line is exposed – not for landscaping after a dig)
- Thawing water lines on District buildings

➤ Roads

- Patching (when using cold mix or hot mix)
- Crack filling (included blowing cracks)
- Line Painting (Aerosol)

➤ Hydrant Servicing (a complete tear down qualifies)

- Painting, putting in marker posts or shovelling snow does not qualify
- Hydrant flushing does not qualify

➤ Collection of Animal Carcasses

➤ Garbage Collection

- Crawling into the Packer

LETTER OF UNDERSTANDING NO. 1

Between

THE DISTRICT OF ELKFORD

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3004

RE: Earned Day Off (EDO) Hours of Work and Scheduling – District Office

The Parties agree that the following Hours of Work for Schedule “B” District Office Employees will be as follows:

- a. That the language in “Normal Weekly Hours of Work” in Article 10.01 that refers to permanent full-time employees in Schedule “B” will be interpreted as seventy (70) hours per pay period instead of thirty-five (35) hours per week.
- b. That the language in “Normal Work Day” in Article 10.02 that refers to permanent full-time employees in Schedule “B” will follow the schedule as set out in point “c”.
- c. That a schedule will be created that will see an employee work one (1) of the following:
 - i. In Week “A” – Monday to Friday eight (8:00) am to four-thirty (4:30) pm with a one-half (½) hour lunch break.
In Week “B” – Monday to Thursday eight (8:00) am to four (4:00) pm with a one-half (½) hour lunch break.
Week “A” and Week “B” rotate for the individual employee.
 - ii. In Week “C” – Monday to Friday eight (8:00) am to four-thirty (4:30) pm with a one-half (½) hour lunch break.
In Week “D” – Tuesday to Friday eight (8:00) am to four (4:00) pm with a one-half (½) hour lunch break.
Week “C” and Week “D” rotate for the individual employee.
 - iii. The above groupings will rotate with each other every six (6) months.
- d. Any changes to the schedule to accommodate employee absence may be made upon mutual agreement between the clerks and their supervisor.
- e. Clerks, by mutual agreement having to work a scheduled EDO day have the option of banking scheduled EDO or taking it on the following Monday or Friday.
- f. This schedule will be put in abeyance for the Tax Season from June 1st to no later than July 7th of each year. Note: If office is open until four-thirty (4:30) pm, during tax season two (2) clerks will have to start at eight-thirty (8:30) am and work until four-thirty (4:30) pm.
- g. The employee may request to switch their EDO up to three (3) times during a calendar year. Employees must switch their EDO within the same pay period. This does not include any time the supervisor requests them to switch an EDO for operational needs.
- h. On a paid statutory holiday, the employee receives pay for either a 7.5- or 8-hour day and is required to make up for such time. The employee may work extra time necessary to cover the statutory holiday or choose to submit adequate leave for the balance. The day on which such make up time will be worked will be subject to the department head’s approval. Make up time

DISTRICT OF ELKFORD / CUPE LOCAL 3004
COLLECTIVE AGREEMENT
EFFECTIVE MARCH 1, 2025 to FEBRUARY 29, 2028

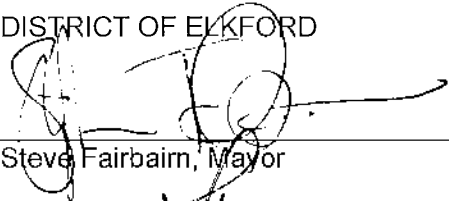
must be made up by the end of the year and signed off by the Director. Make up time will not be subject to overtime or premiums.

- i. If the EDO falls on a statutory holiday, the EDO will be moved to the next working day. If the next working day falls in a different pay period, the EDO will be moved to the preceding working day.
- j. All other provisions of the Collective Agreement remain applicable to the employees falling under this Letter of Understanding.
- k. Vacation and Sick Leave will be converted to hours equal to that entitled under the collective agreement.
- l. Shift Premiums will not apply.

The Parties agree that this Letter of Understanding will expire on the last day of February 2028 unless the Parties have agreed in writing to continue it.

SIGNED this 12 day of August, 2026 on behalf of:

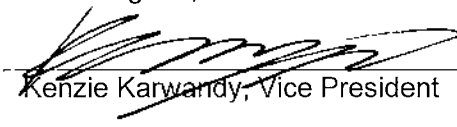
DISTRICT OF ELKFORD


Steve Fairbairn, Mayor


Jeff McConnell, Chief Administrative Officer

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3004


Mich Gagnon, President


Kenzie Karwandy, Vice President

LETTER OF UNDERSTANDING NO. 2

Between

THE DISTRICT OF ELKFORD
And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3004

RE: CO-OP Student

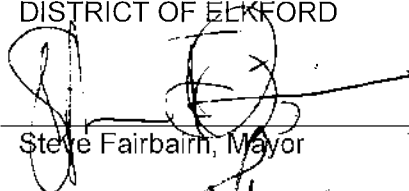
The Parties hereto agree to the following:

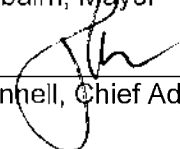
1. That the District may employ one CO-OP Student annually for no more than eight (8) months, as determined by the Post-Secondary Program the student is enrolled in.
2. Such Student must have attended a post-secondary school the previous school year, is returning to a post-secondary school in the next school year, is participating in a local government related field, and is part of a school co-op program.
3. This Student is employed as a temporary or a casual employee.
4. Such employees are covered by the provisions of the Agreement, except as specified otherwise.
5. The District will provide to the Union 90 days' notice if such employee is to be hired.
6. The Union may, with 30 days' written notice, terminate this Letter of Understanding between the period of when the Student's working period has ended and ten (10) days after receiving notice from the District under #5.

The Parties agree that this letter will expire on the last day of February 2028.

SIGNED this 12th day of August, 2026 on behalf of:

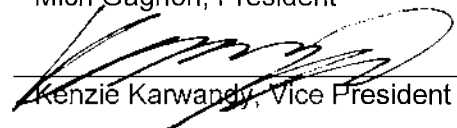
DISTRICT OF ELKFORD


Steve Fairbairn, Mayor


Jeff McConnell, Chief Administrative
Officer

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3004


Mich Gagnon, President


Kenzie Karwandy, Vice President

LETTER OF UNDERSTANDING NO. 3

Between

THE DISTRICT OF ELKFORD

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3004

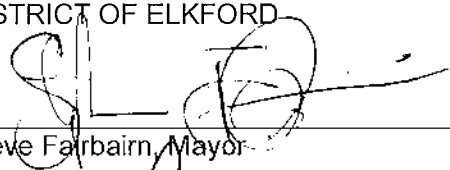
Re: Elkford Aquatic Centre - Full-time Aquatic Coordinator and Lifeguard Positions

The Parties agree to the following:

1. That a schedule be implemented for the three (3) full-time positions at the Aquatic Centre in a fair and equitable manner provided that such schedule will include a minimum of two consecutive days of rest each week.
2. That all terms of the Collective Agreement apply to the employees affected by this Letter of Understanding, except the following:
 - Articles 10.01, 10.02 and 10.03 defined hours of work will be replaced by the schedule prepared by the Director of Community and Facility Services and Aquatics Coordinator.
 - Shift premiums pursuant to Article 10.01 will still apply.
 - The full-time Aquatic Coordinator and full-time Lifeguards will be scheduled for a minimum of 32 hours per week and continued to be deemed as full-time employees. With an agreement between the employee and their supervisor they may be scheduled up to 40 hours per week.
3. The Union waives its rights under Article 10.14 regarding the Aquatics Coordinator and full-time Lifeguards allowing the District to have the ability to schedule part-time and casual employees to cover extra hours not covered by full-time employees.

SIGNED this 12 day of August, 2026 on behalf of:

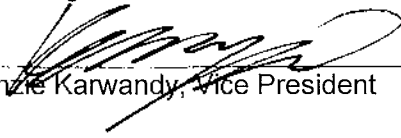
DISTRICT OF ELKFORD


Steve Fairbairn, Mayor


Jeff McConnell, Chief Administrative Officer

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3004


Mich Gagnon, President


Kenzie Karwandy, Vice President

LETTER OF UNDERSTANDING NO 4

Between

THE DISTRICT OF ELKFORD

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3004

**RE: Earned Day Off (EDO) Hours of Work and Scheduling – Community Services
Department Recreation Maintenance/Tradesperson / Recreation Operations Supervisor -
CFS**

The Parties agree that the following Hours of Work for Schedule “A” for Community Services Department Recreation Maintenance/Tradesperson / Recreation Operations Supervisor - CFS will be as follows:

- a. That the language in “Normal Weekly Hours of Work” in Article 10.01 that refers to permanent full-time employees in Schedule “A” will be interpreted as eighty (80) hours per pay period instead of forty (40) hours per week.
- b. That the language in “Normal Work Day” in Article 10.02 that refers to permanent full-time employees in Schedule “A” will follow the schedule as set out in point “c”.
- c. That a schedule will be created that will see an employee work one (1) of the following during the summer months when the refrigeration plant is not in operation:
 - i. Recreation Operation Supervisor In Week “A” – Monday to Thursday seven (7:00) am to four-thirty (4:30) pm with a one-half ($\frac{1}{2}$) hour lunch break. Friday seven (7:00) am to three-thirty (3:30) pm with a one-half ($\frac{1}{2}$) hour lunch break.
Recreation Operation Supervisor In Week “B” – Monday to Thursday seven (7:00) am to four-thirty (4:30) pm with a one-half ($\frac{1}{2}$) hour lunch break. Week “A” and Week “B” rotate for Recreation Operation Supervisor.
 - ii. Tradesperson Week “A” – Monday to Thursday seven (7:00) am to four-thirty (4:30) pm with a one-half ($\frac{1}{2}$) hour lunch break.
Tradesperson In Week “B” – Monday to Thursday seven (7:00) am to four-thirty (4:30) pm with a one-half ($\frac{1}{2}$) hour lunch break. Friday seven (7:00) am to three-thirty (3:30) pm with a one-half ($\frac{1}{2}$) hour lunch break. Week “A” and Week “B” rotate for Tradesperson.
 - iii. Recreation Maintenance employee 1 Week “A” – Monday to Thursday seven (7:00) am to four-thirty (4:30) pm with a one-half ($\frac{1}{2}$) hour lunch break. Friday seven (7:00) am to three-thirty (3:30) pm with a one-half ($\frac{1}{2}$) hour lunch break. Recreation Maintenance employee 1 In Week “B” – Monday to Thursday seven (7:00) am to four-thirty (4:30) pm with a one-half ($\frac{1}{2}$) hour lunch break. Week “A” and Week “B” rotate for Recreation Maintenance employee 1.
 - iv. Recreation Maintenance employee 2 Week “A” – Monday to Thursday seven (7:00) am to four-thirty (4:30) pm with a one-half ($\frac{1}{2}$) hour lunch break. Friday seven (7:00) am to

- three-thirty (3:30) pm with a one-half (½) hour lunch break. Recreation Maintenance employee 2 Week "B" - Tuesday to Friday seven (7:00) am to four-thirty (4:30) pm with a one-half (½) hour lunch break. Week "A" and Week "B" rotate for Recreation Maintenance employee 2.
- v. Recreation Maintenance employee 3 Week "A" - Tuesday to Friday seven (7:00) am to four-thirty (4:30) pm with a one-half (½) hour lunch break.
Recreation Maintenance employee 3 Week "B" – Monday to Thursday seven (7:00) am to four-thirty (4:30) pm with a one-half (½) hour lunch break. Friday seven (7:00) am to three-thirty (3:30) pm with a one-half (½) hour lunch break. Week "A" and Week "B" rotate for employee 3.
- d. That a schedule will be created that will see an employee work one (1) of the following during the winter months when the refrigeration plant is in operation:
- i. Recreation Operation Supervisor in Week "A" – Monday to Thursday seven (7:00) am to four (4:00) pm with a one-half (½) hour paid lunch break. Friday seven (7:00) am to three (3:00) pm with a one-half (½) hour paid lunch break. Recreation Operation Supervisor in Week "B" – Monday to Thursday seven (7:00) am to four (4:00) pm with a one-half (½) hour paid lunch break. Week "A" and Week "B" rotate for Recreation Operation Supervisor.
- ii. Tradesperson Week "A" – Monday to Thursday seven (7:00) am to four (4:00) pm with a one-half (½) hour paid lunch break.
Tradesperson In Week "B" – Monday to Thursday seven (7:00) am to four (4:00) pm with a one-half (½) hour lunch break. Friday seven (7:00) am to three (3:00) pm with a one-half (½) hour paid lunch break. Week "A" and Week "B" rotate for Tradesperson.
- iii. Recreation Maintenance employee 1 Week "A" – Tuesday six-thirty (6:30) am to two-thirty (2:30) pm with a one-half (½) hour paid lunch break. Wednesday seven (7:00) am to four (4:00) pm with a one-half (½) hour paid lunch break. Thursday to Saturday three (3:00) pm to twelve (12:00) am with a one-half (½) hour paid lunch break.
Recreation Maintenance employee 1 In Week "B" –Wednesday seven (7:00) am to four (4:00) pm with a one-half (½) hour paid lunch break. Thursday to Saturday three (3:00) pm to twelve (12:00) am with a one-half (½) hour paid lunch break. Week "A" and Week "B" rotate for Recreation Maintenance employee 1.
- iv. Recreation Maintenance employee 2 Week "A" – Saturday to Sunday seven (7:00) am to four (4:00) pm with a one-half (½) hour paid lunch break. Monday to Tuesday three (3:00) pm to twelve (12:00) am with a one-half (½) hour paid lunch break.
Recreation Maintenance employee 2 Week "B" - Saturday six-thirty (6:30) am to two-thirty (2:30) pm with a one-half (½) hour paid lunch break. Sunday to Monday seven (7:00) am to four (4:00) pm with a one-half (½) hour paid lunch break. Tuesday to Wednesday three (3:00) pm to twelve (12:00) am with a one-half (½) hour paid lunch break. Week "A" and Week "B" rotate for Recreation Maintenance employee 2.
- v. Recreation Maintenance employee 3 Week "A" - Thursday six-thirty (6:30) am to two-thirty (2:30) pm with a one-half (½) hour paid lunch break. Friday to Saturday seven

(7:00) am to four (4:00) pm with a one-half (½) hour paid lunch break. Sunday to Monday three (3:00) pm to twelve (12:00) am with a one-half (½) hour paid lunch break.

Recreation Maintenance employee 3 Week "B" – Friday to Saturday seven (7:00) am to four (4:00) pm with a one-half (½) hour paid lunch break. Sunday to Monday three (3:00) pm to twelve (12:00) am with a one-half (½) hour paid lunch break. Week "A" and Week "B" rotate for employee 3.

- e. Once the rotation occurs between summer months and winter months, there will be instances where an employee receives only 1 day of rest. When this occurs, the employee will not be eligible for overtime rates.
- f. Start times may be changed to accommodate facility needs. No overtime rates shall apply for an earlier start time unless the employee's hours of work are extended beyond their regularly scheduled hours.
- g. Any changes to the schedule, including the rescheduling of an Earned Day Off (EDO), to accommodate employee absence, vacation, or operational requirements may be made at the direction of the supervisor.
- h. Employees, by mutual agreement having to work a scheduled EDO day have the option of banking scheduled EDO or taking it on the following Monday or Friday.
- i. The employee may request to switch their EDO up to three (3) times during a calendar year. Employees must switch their EDO within the same pay period. This does not include any time the supervisor requests them to switch an EDO for operational needs.
- j. On a paid statutory holiday, the employee receives pay for a 9-hour day and is required to make up for such time. The employee may work extra time necessary to cover the statutory holiday or choose to submit adequate leave for the balance. The day on which such make-up time will be worked will be subject to the department head's approval. Make up time must be made up by the end of the year and signed off by the Director. Make up time will not be subject to overtime or premiums.
- k. If the EDO falls on a statutory holiday, the EDO will be moved to the next working day. If the next working day falls in a different pay period, the EDO will be moved to the preceding working day.
- l. All other provisions of the Collective Agreement remain applicable to the employees falling under this Letter of Understanding.
- m. Vacation and Sick Leave will be converted to hours equal to that entitled under the collective agreement.
- n. Shift Premiums outlined in Article 10.10 of the Collective Agreement will only apply to weekend shifts (Saturday and / or Sunday). No shift premium will be paid for work performed on weekday shifts (Monday to Friday).

DISTRICT OF ELKFORD / CUPE LOCAL 3004
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- o. CFS employees when switching to or from ice season hours shall be rotated onto the shift using this method. No overtime rates will apply.

Summer Schedule

9 hours/day and 8 hours/day Friday

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
		1	2	3	4	5	6	Weekly
Week A								
Tradesperson	off	7:00am-4:30pm	7:00am-4:30pm	7:00am-4:30pm	7:00am-4:30pm	EDO	off	36
Rec Maintenance Worker 1	off	7:00am-4:30pm	7:00am-4:30pm	7:00am-4:30pm	7:00am-4:30pm	7:00am-3:30pm	off	44
Rec Maintenance Worker 2	off	7:00am-4:30pm	7:00am-4:30pm	7:00am-4:30pm	7:00am-4:30pm	7:00am-3:30pm	off	44
Rec Maintenance Worker 3	off	EDO	7:00am-4:30pm	7:00am-4:30pm	7:00am-4:30pm	7:00am-3:30pm	off	36
Maintenance Supervisor	off	7:00am-4:30pm	7:00am-4:30pm	7:00am-4:30pm	7:00am-4:30pm	7:00am-3:30pm	off	44

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
		1	2	3	4	5	6	Total Pay
Week B								
Tradesperson	off	7:00am-4:30pm	7:00am-4:30pm	7:00am-4:30pm	7:00am-4:30pm	7:00am-3:30pm	off	44 80
Rec Maintenance Worker 1	off	7:00am-4:30pm	7:00am-4:30pm	7:00am-4:30pm	7:00am-4:30pm	EDO	off	36 80
Rec Maintenance Worker 2	off	EDO	7:00am-4:30pm	7:00am-4:30pm	7:00am-4:30pm	7:00am-4:30pm	off	36 80
Rec Maintenance Worker 3	off	7:00am-4:30pm	7:00am-4:30pm	7:00am-4:30pm	7:00am-4:30pm	7:00am-3:30pm	off	44 80
Maintenance Supervisor	off	7:00am-4:30pm	7:00am-4:30pm	7:00am-4:30pm	7:00am-4:30pm	EDO	off	36 80

Winter Schedule

Hours look a bit different here as it is dependent on the shift

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
		1	2	3	4	5	6	
Tradesperson	off	7:00am-4:00pm	7:00am-4:00pm	7:00am-4:00pm	7:00am-4:00pm	EDO	off	36
Rec Maintenance Worker 1	off	off	6:30am-2:30pm	7:00am-4:00pm	3:00pm-12:00am	3:00pm-12:00am	3:00pm-12:00am	44
Rec Maintenance Worker 2	7:00am-4:00pm	3:00pm-12:00am	3:00pm-12:00am	EDO	off	off	7:00am-4:00pm	36
Rec Maintenance Worker 3	3:00pm-12:00am	3:00pm-12:00am	off	off	6:30am-2:30pm	7:00am-4:00pm	7:00am-4:00pm	44
Maintenance Supervisor	off	7:00am-4:00pm	7:00am-4:00pm	7:00am-4:00pm	7:00am-4:00pm	7:00am-3:00pm	off	44

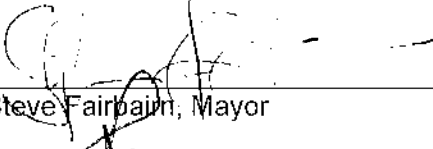
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
		1	2	3	4	5	6	Total Pay
Tradesperson	off	7:00am-4:00pm	7:00am-4:00pm	7:00am-4:00pm	7:00am-4:00pm	7:00am-3:00pm	off	44 80
Rec Maintenance Worker 1	off	off	EDO	7:00am-4:00pm	3:00pm-12:00am	3:00pm-12:00am	3:00pm-12:00am	36 80
Rec Maintenance Worker 2	7:00am-4:00pm	7:00am-4:00pm	3:00pm-12:00am	3:00pm-12:00am	off	off	6:30am-2:30pm	44 80
Rec Maintenance Worker 3	3:00pm-12:00am	3:00pm-12:00am	off	off	EDO	7:00am-4:00pm	7:00am-4:00pm	36 80
Maintenance Supervisor	off	7:00am-4:00pm	7:00am-4:00pm	7:00am-4:00pm	7:00am-4:00pm	EDO	off	36 80

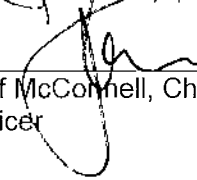
DISTRICT OF ELKFORD / CUPE LOCAL 3004
COLLECTIVE AGREEMENT
EFFECTIVE MARCH 1, 2025 to FEBRUARY 29, 2028

The Parties agree that this Letter of Understanding will expire on the last day of February 2028 unless the Parties have agreed in writing to continue it. Also, either Party may terminate this letter prior to it expiring within thirty (30) days written notice to the other Party.

SIGNED this 12 day of August, 2026 on behalf of:

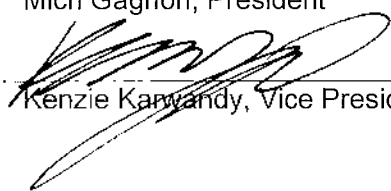
DISTRICT OF ELKFORD


Steve Fairbairn, Mayor


Jeff McConnell, Chief Administrative Officer

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3004


Mich Gagnon, President


Kenzie Karwandy, Vice President

LETTER OF UNDERSTANDING NO. 5

Between

THE DISTRICT OF ELKFORD

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3004

RE: Earned Day Off (EDO) Hours of Work and Scheduling – Municipal Clerks - CFS

The Parties agree that the following Hours of Work for Schedule “C” for Municipal Clerks - CFS will be as follows:

- a. That the language in “Normal Weekly Hours of Work” in Article 10.01 that refers to permanent full-time employees in Schedule “C” will be interpreted as seventy (70) hours per pay period instead of thirty-five (35) hours per week.
- b. That the language in “Normal Work Day” in Article 10.02 that refers to permanent full-time employees in Schedule “C” will follow the schedule as set out in point “c”.
- c. That a schedule will be created that will see an employee work one (1) of the following:
 - i. Employee 1 In Week “A” – Monday to Friday nine (9:00) am to five-thirty (5:30) pm with a one-half (½) hour lunch break.
Employee 1 In Week “B” – Monday to Thursday nine (9:00) am to five (5:00) pm with a one-half (½) hour lunch break.
Week “A” and Week “B” rotate for employee 1.
 - ii. Employee 2 In Week “A” –Wednesday to Saturday nine (9:00) am to five-thirty (5:00) pm with a one-half (½) hour lunch break
Employee 2 In Week “B” – Tuesday to Saturday nine (9:00) am to five-thirty (5:30) pm with a one-half (½) hour lunch break.
Week “A” and Week “B” rotate for employee 2
 - iii. The above groupings will rotate every six (6) months, with employee 1 becoming employee 2 and vice versa. Subject to change based on departmental needs.
 - iv. Once the rotation occurs, there will be instances where an employee receives only 1 day of rest. When this occurs, the employee will not be eligible for overtime rates.
- d. Any changes to the schedule, including the rescheduling of an Earned Day Off (EDO), to accommodate employee absence, vacation, or operational requirements may be made at the direction of the supervisor.
- e. Clerks, by mutual agreement having to work a scheduled EDO day have the option of banking scheduled EDO or taking it on the following Monday or Friday.
- f. The employee may request to switch their EDO up to three (3) times during a calendar year. Employees must switch their EDO within the same pay period. This does not include any time the supervisor requests them to switch an EDO for operational needs.
- g. On a paid statutory holiday, the employee receives pay for either a 7.5- or 8-hour day and is required to make up for such time. The employee may work extra time necessary to cover the

DISTRICT OF ELKFORD / CUPE LOCAL 3004
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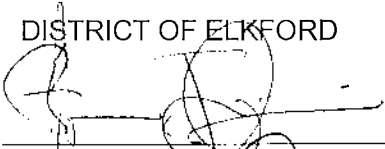
statutory holiday or choose to submit adequate leave for the balance. The day on which such make up time will be worked will be subject to the department head's approval. Make up time must be made up by the end of the year and signed off by the Director. Make up time will not be subject to overtime or premiums.

- h. If the EDO falls on a statutory holiday, the EDO will be moved to the next working day. If the next working day falls in a different pay period, the EDO will be moved to the preceding working day.
- i. All other provisions of the Collective Agreement remain applicable to the employees falling under this Letter of Understanding.
- j. Vacation and Sick Leave will be converted to hours equal to that entitled under the collective agreement.
- k. Shift Premiums outlined in Article 10.10 of the Collective Agreement will only apply to weekend shifts (Saturday and / or Sunday). No shift premium will be paid for work performed on weekday shifts (Monday to Friday).

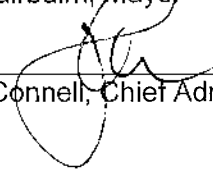
The Parties agree that this Letter of Understanding will expire on the last day of February 2028 unless the Parties have agreed in writing to continue it. Also, either Party may terminate this letter prior to it expiring within thirty (30) days written notice to the other Party.

SIGNED this 12 day of August, 2026 on behalf of:

DISTRICT OF ELKFORD



Steve Fairbairn, Mayor

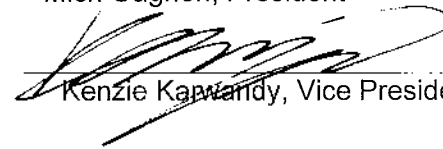


Jeff McConnell, Chief Administrative Officer

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3004



Mich Gagnon, President



Kenzie Kapwandy, Vice President